



**CITY COUNCIL REGULAR MEETING
MONDAY, APRIL 27, 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. Proclamation: Professional Municipal Clerks Week

Public Comment

Approval of Minutes (Written Comment Only Accepted from Audience)

2. April 6, 2026, Work Session Minutes
3. April 13, 2026, City Council Meeting Minutes

Consent

4. April 10, 2026, Payroll in the amount of \$2,181,758.49 paid by EFT
Transaction numbers 153430 through 153825 and Check numbers 36035
through 36044
5. April 8, 2026, Claims in the Amount of \$5,807,232.78 paid by EFT Transaction
Check Numbers 194132 through 194141 and Check Numbers 194142 through
194234 with Check Number 193844 Voided

6. April 17, 2026 MISC Payroll in the Amount of \$70,671.22 Paid by EFT Transaction Numbers 153826 through 153973 and Check Numbers 36045 through 36048 with Check Number 36046 Voided
7. April 15, 2026 Claims in the Amount of \$830,785.56 paid by EFT Transaction Check Numbers 194235 through 194238 and Check Numbers 194239 through 194367 with Check Numbers 194047 and 194055 Voided

Review Bids

Public Hearing

New Business

8. Amendment to the Water Quality Puget Sound Nutrient Reduction Grant Agreement with the Department of Ecology
Recommended Motion: I move to authorize the Mayor to sign and execute Amendment No. 1 to the Water Quality Puget Sound Nutrient Reduction Grant (WQPSNR-2021-MaryPW-00001) with the Department of Ecology.
9. Supplemental Agreement No. 3 to the Professional Services Agreement for Banking Services with KeyBank National Association
Recommended Motion: I move to authorize the Mayor to sign and execute the Supplemental Agreement No. 3 to the professional services agreement for banking services with KeyBank National Association
10. Mental Health Alternative Program Court Liaison Contract Extension Addendum
Recommended Motion: I move to authorize the Mayor to sign the 2026 Mental Health Program Court Liaison Contract Addendum
11. ESRI Enterprise Agreement Renewal
Recommended Motion: I move to authorize the Mayor to sign and execute the ESRI Enterprise Agreement Renewal.
12. Supplemental Local Agency Agreement and State Construction Funds Project Prospectus with WSDOT for the Marysville Middle School - 49th DR NE (south of Grove ST) Safe Routes to School Project
Recommended Motion: I move to authorize the Mayor to sign and execute the Local Agency Agreement and Local Agency State Funds Project Prospectus to obligate construction funds for the Marysville Middle School - 49th DR NE (south of Grove ST) Safe Routes to School Project.
13. PUD Service Contract - 88TH Project Illumination – Phase 1
Recommended Motion: I move to authorize the Mayor to sign and execute the service contract with PUD for illumination for the 88th ST NE Corridor Project – Phase 1.

14. Marysville Police Department JAG Grant Application Enhancing Officer Safety and Community Outcomes Through Tactical Emergency Medical Equipment Deployment
Recommended Motion: I move to approve the JAG Grant Application Enhancing Officer Safety and Community Outcomes Through Tactical Emergency Medical Equipment Deployment.
15. Purchase Order — 2027 Residential Refuse Front Loader
Recommended Motion: I move to authorize the Mayor to sign and execute the purchase order for two (2) 2027 ACX/Labrie Wittke Residential Front Loaders in the amount of \$1,112,148.76.
16. Purchase Agreement with Univar Solutions, USA LLC for Sodium Hypochlorite Supply and Delivery
Recommended Motion: I move to authorize the Mayor to execute the purchase agreement with Univar Solutions USA for the supply and delivery of sodium hypochlorite used at the City water and wastewater treatment plants. The agreement establishes a unit cost of \$3.42 per gallon for wastewater and \$3.66 per gallon for water in 2026, and \$3.52 per gallon for wastewater and \$3.70 per gallon for water in 2027, not including Washington State Sales Tax.
17. SnoPUD Youth Peace Park Utility Agreement
Recommended Motion: I move to authorize the Mayor to sign and execute the SnoPUD Youth Peace Park Utility Agreement.

Legal

Mayor's Business

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: April 27, 2026

SUBMITTED BY: Lauren Chomiak, Communications Manager

PRESENTED BY: Jon Nehring, Mayor

ITEM TYPE: Proclamation

AGENDA SECTION: Presentations

SUBJECT:

Proclamation: Professional Municipal Clerks Week

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

Proclamation: Professional Municipal Clerks Week 2026

PROCLAMATION

Declaring May 3-9, 2026, Professional Municipal Clerks Week in Marysville

WHEREAS, the Office of the Professional Municipal Clerk is a time-honored and vital part of local government that exists throughout the world and is among the oldest of public servants; and

WHEREAS, municipal clerks provide the professional link between citizens, local governing bodies and agencies of government at other levels; and

WHEREAS, municipal clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, our City Clerk's office serves as the information center on functions of city government and community; and

WHEREAS, professional municipal clerks continually strive to improve the administration of their duties through participation in education programs, seminars, workshops and meetings of their professional organizations.

NOW, THEREFORE I, JON NEHRING, MAYOR, on behalf of the City Council and our community, do hereby proclaim May 3-9, 2026, as

PROFESSIONAL MUNICIPAL CLERKS WEEK

in the City of Marysville in appreciation of our City Clerks, the vital services they perform and their dedication to our city.

Under my hand and seal this twenty-seventh day of April, 2026.

THE CITY OF MARYSVILLE

Jon Nehring, Mayor



Agenda Bill

AGENDA ITEM NO. 2.

DATE: April 27, 2026

SUBMITTED BY: Chari Taber, Deputy City Clerk

PRESENTED BY: Tina Brock, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes (Written Comment Only Accepted from Audience)

SUBJECT:
April 6, 2026, Work Session Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
04062026 Draft Minutes



**CITY COUNCIL WORK SESSION
MONDAY, APRIL 6, 2026 — 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270**

MINUTES

Call to Order

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

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Councilmember Peter Condyles, Councilmember Mark James, Councilmember Dan Perkins (via Teams), Council President Michael Stevens, Councilmember Kelly Richards, Councilmember Stephen Muller

Staff: City Administrator Jennifer Stapleton, City Attorney Jon Walker, Deputy City Attorney Burton Eggertsen, Finance Director Heide Brillantes, Human Resources Director Megan Hodgson, IS Director Stephen Doherty, Police Chief Erik Scairpon, Assistant Police Chief Jim Lawless, Parks, Culture and Recreation Director Tara Mizell, Engineering Services Director Jeff Laycock, Communications Manager Lauren Chomiak, IT Analyst Supervisor Will Kaiser, Systems Analyst Elliott Jacobson, City Clerk Tina Brock, Deputy City Clerk Chari Taber

Excused: Councilmember Norton

Motion to excuse Councilmember Norton moved by Councilmember Richards, seconded by Councilmember Condyles.

AYES: ALL

Approval of the Agenda

Motion to approve the agenda moved by Councilmember Muller, seconded by Council President Stevens.

AYES: ALL

Presentations

There were none.

Discussion Items

1. Waiving Capital Improvement Charges for Affordable Housing

Senior Planner Emily Morgan presented information regarding a proposed Ordinance, Waiving Capital Improvement Charges for Affordable Housing. Senior Planner Morgan discussed the award of a CHIP grant for Leonard Crossing Apartments and in order for the City to accept this grant, the proposed Ordinance would need to be passed. Questions and answers followed.

2. Frontage Improvement Amendment Pertaining to Accessory Dwelling Units

Planning Manager Angela Gemmer presented a proposed Ordinance amending the City of Marysville's current code to reflect changes made by House Bill 1337. Planning Manager Gemmer elaborated on the need to amend MMC 12.02A.090 to clarify the new requirements. Questions and answers followed.

3. Quiet Zone Project Update

Engineering Services Director Jeff Laycock provided an update on the Quiet Zone Project. Director Laycock outlined the Quiet Zone Requirements, as well as the current status and timeline for moving forward with the project. Questions and answers followed.

4. 2027-2028 Biennial Budget Fiscal Planning and Sustainability

Finance Director Heide Brillantes presented information regarding 2027-2028 Fiscal Planning and Sustainability. Director Brillantes provided an overview of the 2025-2026 General Fund, the current financial outlook for 2027-2032, Fiscal Reduction Targets, Fiscal Sustainability Options and Scenarios, and the next steps moving forward. Questions and answers followed.

Approval of Minutes (Written Comment Only Accepted from Audience)

Consent

Review Bids

Public Hearing

New Business

Legal

Mayor's Business

Mayor Nehring thanked everyone involved for their work on the Easter Egg Hunt. The Mayor reminded everyone there would be a ribbon cutting ceremony the following day at Emerge Marysville.

Staff Business

Engineering Services Director Jeff Laycock answered a question Councilmember James posed regarding private railroad crossings.

Call on Councilmembers and Committee Reports

Councilmember Condyles reported on the Economic Development Committee walking the WELCO site.

Councilmember James had no committee reports.

Council President Stevens discussed the WELCO site and indicated it is a nice asset for the City. Council President Stevens recounted his opportunity to participate in the inaugural AWC Council Leaders Exchange. He indicated it was a good experience and was reminded about Jurassic Parliament and thinks it is good to have a refresher for anyone who is interested.

Councilmember Richards reported on the Solid Waste Advisory Committee meeting where there were updates on the organics recycling process and paint disposal that can be done in Everett. He said there were 18 fires in the County last year due to lithium batteries being thrown in the trash.

Councilmember Muller had no committee reports.

Adjournment/Recess

Executive Session

Reconvene

Adjournment

Motion to adjourn moved by Council President Stevens, seconded by Councilmember Richards.

AYES: ALL

The meeting adjourned at 8:37 p.m.

Approved by City Council on _____

Prepared by:

Chari Taber

Chari Taber, Deputy City Clerk



Agenda Bill

AGENDA ITEM NO. 3.

DATE: April 27, 2026

SUBMITTED BY: Chari Taber, Deputy City Clerk

PRESENTED BY: Tina Brock, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes (Written Comment Only Accepted from Audience)

SUBJECT:
April 13, 2026, City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
Draft 04132026 Minutes



**CITY COUNCIL REGULAR MEETING
MONDAY, APRIL 13, 2026 — 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270**

MINUTES

Call to Order

Mayor Nehring called the meeting to order at 7:02 p.m.

Invocation

Pastor and Chaplain Val Herbert of M4 Church and PNWSS provided the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Councilmember Peter Condyles, Councilmember Mark James,
Councilmember Dan Perkins, Council President Michael Stevens,
Councilmember Kelly Richards, Councilmember Kamille Norton

Staff: City Administrator Jennifer Stapleton, Deputy City Attorney Burton Eggertsen, Finance Director Heide Brillantes, IS Director Stephen Doherty, Police Commander Jon Elton, Parks, Culture and Recreation Director Tara Mizell, Engineering Services Director Jeff Laycock, Interim Community Development Director Angela Gemmer, Senior Project Manager Steven Miller, Project Engineer Nick Loutsis, Emergency Preparedness Manager Sarah Lavelle, Senior Planner Emily Morgan, IT Analyst Supervisor Will Kaiser, City Clerk Tina Brock

Excused: Councilmember Muller

Motion to excuse the absence of Councilmember Muller moved by Councilmember

Condyles, seconded by Councilmember Richards.

AYES: ALL

Approval of the Agenda

Motion to approve the agenda moved by Councilmember Norton, seconded by Councilmember James.

AYES: ALL

Presentations

A. Swearing-in of Police Officer Robert Hall

Commander Elton introduced Officer Robert Hall and Mayor Nehring swore him in.

B. Proclamation Commemorating America's 250th Anniversary

Mayor Nehring read the proclamation into the record.

Public Comment

- Martha Cetina, 98270, commented on the Public Comment section of the agenda.
- Thomas Wenzel, 98270, commented on e-bikes and enforcement in city parks.
- Loretta Garduno, Marysville, commented on Pridefest and community engagement.
- David Russell, 98270, commented on police polygraphs.

Approval of Minutes (Written Comment Only Accepted from Audience)

1. March 23, 2026, City Council Meeting Minutes

Motion to approve the March 23, 2026, City Council Regular Meeting Minutes was moved by Council President Stevens, seconded by Councilmember Richards.

AYES: ALL

Consent

2. March 25, 2026, Payroll in the amount of \$2,820,494.01 paid by EFT Transaction Check Numbers 153041 through 153429 and Check Numbers 36025 through 36034.
3. March 25, 2026, Claims in the Amount of \$620,950.91 paid by EFT Transaction Check Numbers 193902 through 193905 and Check Numbers 193906 through 194004 with Check Numbers 193620, 193703, 193731 and 193829 Voided
4. April 1, 2026, Claims in the Amount of \$1,705,965.17 paid by EFT Transaction Check Numbers 194005 through 194007 and Check Numbers 194008 through 194131 with Check Numbers 192451 and 193815 Voided

Motion to approve Consent Agenda Items 2-4 was moved by Councilmember Condyles, seconded by Councilmember Perkins.
AYES: ALL

Review Bids

There were none.

Public Hearing

There were none.

New Business

5. Emergency Management Performance Grant (E26-214)

Emergency Preparedness Manager Sarah Lavelle presented the item.

Motion to authorize the Mayor to sign and execute the Emergency Management Performance Grant agreement (E26-214) moved by Councilmember Richards, seconded by Council President Stevens.
AYES: ALL

6. Professional Services Agreement (PSA) with Otak for the design of the 51st and 132nd Culvert Replacement project

Senior Project Manager Steven Miller presented the item.

Motion to authorize the Mayor to sign and execute the Professional Services Agreement with Otak, in the amount of \$483,577.68, for Phase 1 work associated with the design of the 51st and 132nd Culvert Replacement project moved by Councilmember Norton, seconded by Councilmember James.
AYES: ALL

7. Local Agency Agreement Supplement No. 2 and Local Agency Federal Aid Project Prospectus with WSDOT for the 88th St NE Corridor Improvement – Phase 1 Project

Senior Project Manager Steven Miller presented the item.

Motion to authorize the Mayor to sign and execute the Local Agency Agreement Supplement No. 2 and Local Agency Federal Aid Prospectus with WSDOT to obligate construction funds for the 88th St NE Corridor - Phase 1 project moved by Council President Stevens, seconded by Councilmember Condyles.
AYES: ALL

8. Supplemental Agreement No. 5 to the Professional Services Agreement with PH Consulting LLC for Engineering Design Services associated with the Quiet Zone Project

Senior Project Manager Steven Miller presented the item.

Motion to authorize the Mayor to sign and execute Supplemental Agreement No. 5 to the Professional Services Agreement with PH Consulting, LLC for Engineering Design Services associated with the Quiet Zone Project moved by Councilmember James, seconded by Councilmember Richards.

AYES: ALL

9. Amendment No. 1 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

Project Engineer Nick Loutsis presented the item.

Motion to authorize the Mayor to sign and execute Amendment No. 1 to the Grant Agreement AQVWLVL2-2025-MaryPW-00219 with the State of Washington Department of Ecology for the EV Charging Level 2 project moved by Council President Stevens, seconded by Councilmember Norton.

AYES: ALL

10. Amending Chapter 14.07 of the Municipal Code Regarding Waiving Capital Improvement Charges for Affordable Housing as Allowed by RCW 35.92.380

Senior Planner Emily Morgan presented the item.

Motion to adopt Ordinance No. 3377 moved by Councilmember Condyles, seconded by Councilmember Perkins.

AYES: ALL

11. An **Ordinance** Amending Chapter 12.02A, Street Department Code to Exempt Accessory Dwelling Units from Frontage Improvements

Interim Community Development Director Angela Gemmer presented the item.

Motion to adopt Ordinance No. 3378 moved by Councilmember Richards, seconded by Councilmember James.

AYES: ALL

12. Brief Overview of Community Development Block Grant (CDBG) 2026 Annual Action Plan and Request to Set Public Hearing Date

Interim Community Development Director Angela Gemmer presented the item.

Motion to schedule a Public Hearing for the Community Development Block Grant (CDBG) Program Year 2026 Annual Action Plan for May 11, 2026, moved by Councilmember Condyles, seconded by Councilmember James.

AYES: ALL

13. A **Resolution** Declaring that the Acquisition of 4318 116th Street NE is Necessary to Eliminate Neighborhood Blight

Deputy City Attorney Burton Eggertsen presented the item.

Motion to approve Resolution No. 2581 moved by Councilmember Richards, seconded by Councilmember Norton.

AYES: ALL

14. Supplemental Agreement No. 4 with Feldman and Lee, P.S. for Indigent Defense Services

City Administrator Jennifer Stapleton presented the item and Deputy City Attorney Burton Eggertsen assisted with answering questions.

Motion to approve Supplemental Agreement No. 4 to the Professional Services Agreement between City of Marysville and Feldman and Lee, P.S. moved by Council President Stevens, seconded by Councilmember Norton.

AYES: ALL

Legal

Mayor's Business

Mayor Nehring made the following comments.

- On Tuesday, he attended a grand opening ribbon cutting for Emerge Marysville Pilates studio.
- On Thursday, he joined the Sekh Temple who have partnered with Marysville Community Food Bank to do a weekly food drive with their faith community.
- On Saturday night, he joined Councilmember James and Richards at the grand opening of the remodeled building at the LDS church on 51st.

Staff Business

There were none.

Call on Councilmembers and Committee Reports

Councilmember Condyles thanked the Mayor for reading the America 250 proclamation into the record and mentioned all the organizations who are excited about the upcoming events. Snohomish County Cities Dinner is this Thursday; world cup theme and some representatives from FIFA and City of Everett will be joining. Food Bank is having a fundraiser on Thursday, May 28th at the Opera House.

Councilmember James congratulated Officer Hall.

Councilmember Perkins congratulated Officer Hall and suggested going out to creeks through the parks during spawning season in October.

Council President Stevens welcomed Officer Hall. He expressed his appreciation and thanked city staff for trying to find opportunities to save the taxpayers' dollars.

Councilmember Richards congratulated Officer Hall. Commented on Emerge ribbon cutting

and LDS Church rededication ceremony. Thanked the public speakers.

Councilmember Norton commented on Officer Hall experience and is excited to have him join us.

Adjournment

Motion to adjourn the meeting at 8:08 p.m. moved by Councilmember James, seconded by Council President Stevens.

AYES: ALL

Approved by City Council on _____.

Tina Brock

Tina Brock, City Clerk



Agenda Bill

AGENDA ITEM NO. 4.

DATE: April 27, 2026

SUBMITTED BY: Karen Kussy, Senior Accounting Technician

PRESENTED BY: Heide Brillantes, Finance Director

ITEM TYPE: Payroll

AGENDA SECTION: Consent

SUBJECT:

April 10, 2026, Payroll in the amount of \$2,181,758.49 paid by EFT Transaction numbers 153430 through 153825 and Check numbers 36035 through 36044

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

None



Agenda Bill

AGENDA ITEM NO. 5.

DATE: April 27, 2026

SUBMITTED BY: Shauna Crane, Accounting Technician

PRESENTED BY: Heide Brillantes, Finance Director

ITEM TYPE: Claims

AGENDA SECTION: Consent

SUBJECT:

April 8, 2026, Claims in the Amount of \$5,807,232.78 paid by EFT Transaction Check Numbers 194132 through 194141 and Check Numbers 194142 through 194234 with Check Number 193844 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

040826

DATE: 4/9/2026
TIME: 7:42:32AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 4/8/2026 TO 4/8/2026

PAGE: 1

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
194132	ACH DUNFORD, TARA	GASB 87 CONSULTING	FINANCE-GENL	153.75
194133	ACH PREMIERA BLUE CROSS	CLAIMS PAID 0322 TO 032826	MEDICAL CLAIMS	138,139.30
	ACH PREMIERA BLUE CROSS	CLAIMS PAID 0315 TO 032126	MEDICAL CLAIMS	175,497.32
194134	ACH US BANK	MARWAT14 PRINCIPAL/INTEREST	ENTERPRISE D/S	165,675.00
	ACH US BANK		ENTERPRISE D/S	3,575,000.00
194135	ACH PUBLIC FINANCE	LID 71 ADMIN - 2ND QTR 2026	INTEREST & OTHER DEBT	1,011.22
194136	ACH DELTA DENTAL OF WA	CLAIMS POLICE 3/19 TO 3/25/26	DENTAL W/ ORTHO	2,559.17
	ACH DELTA DENTAL OF WA	CLAIMS NONREP 3/19 TO 3/25/26	DENTAL CLAIMS	6,979.30
194137	ACH LICENSING, DEPT OF	DRIVING ABSTRACT - JONES	PERSONNEL ADMINISTRATION	15.00
194138	ACH LICENSING, DEPT OF	DRIVING ABSTRACT - HODGE	PERSONNEL ADMINISTRATION	15.00
194139	ACH BOYD, RAE	ASSESSMENT/BLOOD DRAWS	DETENTION & CORRECTION	3,244.52
	ACH BOYD, RAE	NURSE CONTRACT - MARCH	DETENTION & CORRECTION	14,718.43
	ACH BOYD, RAE		DETENTION & CORRECTION	32,689.07
194140	ACH LAKE STEVENS	MITIGATION FEE 4/1 TO 4/5/26	SCHOOL MITIGATION FEES	54,920.00
194141	ACH LAKE STEVENS	MITIGATION FEES 3/30 TO 3/31/26	SCHOOL MITIGATION FEES	13,730.00
194142	ADAMS, NATHAN	REIMBURSEMENT - PARKING	POLICE INVESTIGATION	149.59
	ADAMS, NATHAN	IACIS MDF	POLICE INVESTIGATION	420.00
194143	ALEXANDER PRINTING	IMPOUND TAG CARDS	COMMUNITY SERVICES UNIT	67.87
	ALEXANDER PRINTING	BUSINESS CARDS	EXECUTIVE ADMIN	103.98
194144	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	41.05
194145	ASTOUND BUSINESS	I-NET, FIBER MAINTENANCE, INTERNET	WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS		CENTRAL SERVICES	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	2,308.53
194146	AT&T MOBILITY LLC	WIRELESS	SEWER MAIN COLLECTION	416.16
	AT&T MOBILITY LLC		WATER QUAL TREATMENT	471.58
194147	BAXTER, AMBER	REFUND - PILATES	PARKS-RECREATION	13.00
194148	BHC CONSULTANTS	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	1,551.25
	BHC CONSULTANTS		SEWER CAPITAL PROJECTS	3,000.00
194149	CANTU, JASON	REFUND - SOCCER	PARKS-RECREATION	100.00
	CANTU, JASON		PARKS-RECREATION	110.00
194150	CARSON-BLAKESLEY,VET	INSTRUCTOR PAYMENT	RECREATION SERVICES	558.00
194151	CNR INC	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,365.78
194152	COCKRELL & ASSOCIATE	INSURANCE RECOVERY PAYMENT	SURFACE WATER CAPITAL	2,361.49
194153	COLBY, KATHY	REFUND - PILATES	PARKS-RECREATION	13.00
194154	COMCAST	I-NET MAINTENANCE 2026	CENTRAL SERVICES	14,473.28
194155	COMCAST	ACCT #8498310021752089	COMPUTER SERVICES	599.07
194156	CORE & MAIN LP	BLOW OFF REPAIR PARTS	WATER DIST MAINS	5,352.32
	CORE & MAIN LP	METERS	WASTE WATER TREATMENT	6,184.16
194157	CORONA, KATE	REFUND - POCKET GARDENS	PARKS-RECREATION	80.00
194158	COSTLESS SENIOR SRVC	INMATE PRESCRIPTIONS	DETENTION & CORRECTION	178.32
194159	CRAWFORD, SHANON	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,505.99
194160	CURIOUS LORIS, THE		RECREATION SERVICES	384.00
194161	DATA QUEST LLC	PRE-EMPLOYMENT SCREEN	POLICE ADMINISTRATION	54.70
194162	DICKS TOWING	TOWING SERVICES	POLICE PATROL	126.36
	DICKS TOWING		POLICE PATROL	126.36
	DICKS TOWING		POLICE PATROL	126.36
	DICKS TOWING		POLICE PATROL	222.36
194163	DIMENSIONAL COM.	TROUBLESHOOTING	COMPUTER SERVICES	612.64
194164	ECOLOGY, DEPT. OF	BIOSOLIDS PERMIT FEE	UTIL ADMIN	9,978.74
194165	ERA-A WATER COMPANY	PT TESTING KIT	WASTE WATER TREATMENT	842.70
194166	FERRELLGAS	PROPANE	ROADWAY MAINTENANCE	55.71
	FERRELLGAS		TRAFFIC CONTROL DEVICES	55.72

DATE: 4/9/2026
TIME: 7:42:32AM

**CITY OF MARYSVILLE
INVOICE LIST**

PAGE: 2

FOR INVOICES FROM 4/8/2026 TO 4/8/2026

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
194167	FIELD INSTRUMENTS	SOLENOID VALVES	WASTE WATER TREATMENT	2,046.01
194168	FRONTIER PRECISION	FPI-ON DEMAND TRAINING	ENGR-GENL	110.30
194169	GALLS, LLC	PATROL UNIFORM PIECES	POLICE PATROL	18.60
	GALLS, LLC	CUSTODY UNIFORM PIECES	DETENTION & CORRECTION	175.76
	GALLS, LLC	PATROL UNIFORM PIECES	POLICE PATROL	188.96
	GALLS, LLC		POLICE PATROL	536.67
	GALLS, LLC	CUSTODY UNIFORM PIECES	DETENTION & CORRECTION	719.92
	GALLS, LLC		DETENTION & CORRECTION	719.92
	GALLS, LLC	PATROL UNIFORM PIECES	POLICE PATROL	1,270.52
	GALLS, LLC		POLICE PATROL	1,468.04
	GALLS, LLC		POLICE PATROL	1,468.04
	GALLS, LLC		POLICE PATROL	1,468.04
	GALLS, LLC		POLICE PATROL	1,468.04
	GALLS, LLC		POLICE PATROL	1,922.62
	GALLS, LLC		POLICE PATROL	1,922.62
	GALLS, LLC		POLICE PATROL	1,922.62
	GALLS, LLC		POLICE PATROL	2,004.71
	GALLS, LLC		POLICE PATROL	2,366.34
194170	GMP CONSULTANTS	UTILITIES DIRECTOR SEARCH	EQUIPMENT RENTAL	164.65
	GMP CONSULTANTS		FACILITY MAINTENANCE	164.65
	GMP CONSULTANTS	CD CONSULTING SERVICES	STORM DRAINAGE	287.73
	GMP CONSULTANTS	UTILITIES DIRECTOR SEARCH	OVERHEAD	329.31
	GMP CONSULTANTS		STORM DRAINAGE	329.31
	GMP CONSULTANTS		SOLID WASTE OPERATIONS	329.31
	GMP CONSULTANTS		PARK & RECREATION FAC	329.31
	GMP CONSULTANTS	CD CONSULTING SERVICES	COMMUNITY DEVELOPMENT	1,150.92
	GMP CONSULTANTS		COMMUNITY	1,438.65
	GMP CONSULTANTS	UTILITIES DIRECTOR SEARCH	UTIL ADMIN	1,646.51
194171	GRAY AND OSBORNE	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL	932.73
194172	GRIFFEN LAW OFFICE	PUBLIC DEFENSE - CONFLICT COUNCIL	PUBLIC DEFENSE	75.00
	GRIFFEN LAW OFFICE		PUBLIC DEFENSE	900.00
194173	HD FOWLER COMPANY	SADDLE STRAPS	WATER SERVICE INSTALL	511.86
	HD FOWLER COMPANY	HYDRANT REPAIR PARTS	HYDRANTS	853.94
194174	HENLEY, LAURA	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,920.00
194175	HERC RENTALS INC	RENTAL EQUIPMENT	WATER SERVICE INSTALL	342.89
194176	HERITAGE BANK	CASCADE IMPROVEMENT	GMA-STREET	632.66
	HERITAGE BANK		UTILITY CONSTRUCTION	6,160.65
194177	HERNANDEZ, RUBEN	INSTRUCTOR PAYMENT	RECREATION SERVICES	696.00
194178	HORNUNG, CHRIS	REIMBURSEMENT - MILEAGE	PROBATION	22.48
194179	HOWELL-SHRYOCK, ELEAN	REFUND - UKULELE	PARKS-RECREATION	16.00
194180	JULZ ANIMAL HOUZ	MOLLY SUPPLIES	POLICE ADMINISTRATION	23.95
194181	KAISER PERMANENTE	RESPIRATORY QUESTIONNAIRE	POLICE TRAINING-FIREARMS	468.00
194182	LASTING IMPRESSIONS	EVIDENCE EMBROIDERED SHIRT	POLICE PATROL	67.49
	LASTING IMPRESSIONS	WELLNESS EMBROIDERED SHIRTS	POLICE ADMINISTRATION	317.13
194183	LOOMIS	ARMORED CAR SERVICE	COMMUNITY	165.43
	LOOMIS		UTILITY BILLING	165.43
	LOOMIS		MUNICIPAL COURTS	165.43
	LOOMIS		POLICE ADMINISTRATION	165.44
	LOOMIS		GOLF ADMINISTRATION	346.40
194184	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	68.43
194185	MARYSVILLE, CITY OF	16324 TWIN LAKES AVE	PARK & RECREATION FAC	258.21
	MARYSVILLE, CITY OF	6302 152 ST NE IRRIGATION	PARK & RECREATION FAC	460.76

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 4/8/2026 TO 4/8/2026

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
194185	MARYSVILLE, CITY OF	6302 152 ST NE	PARK & RECREATION FAC	714.45
	MARYSVILLE, CITY OF	15524 SMOKEY POINT BLVD	PARK & RECREATION FAC	1,146.27
	MARYSVILLE, CITY OF	17906 43RD AVE NE	WATER FILTRATION PLANT	2,642.14
194186	MIRIAM TECHNOLOGIES	WEBCHECK SERVICE - MARCH	UTILITY BILLING	1,345.62
194187	MONTANARI, ANGELICA	REFUND - CREDIT BALANCE	PARKS-RECREATION	32.00
194188	MUNRO, JAKE	TRUCK TRAINING	TRAINING	63.75
194189	NAVIA BENEFIT	PARTICIPANT FEE - MAR 26	PERSONNEL ADMINISTRATION	296.70
194190	NORTH COAST ELECTRIC	PLC MODULE POWER SUPPLY	WATER FILTRATION PLANT	462.43
194191	OCCUPATIONAL HEALTH	CDL EXAM - POTTS	SOLID WASTE OPERATIONS	141.00
	OCCUPATIONAL HEALTH	PRE-EMPLOYMENT EXAM - BERGMANN	POLICE ADMINISTRATION	1,877.00
	OCCUPATIONAL HEALTH	PRE-EMPLOYMENT EXAM - HALL	POLICE ADMINISTRATION	1,877.00
194192	OLASON, MONICA	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,702.02
	OLASON, MONICA		RECREATION SERVICES	1,702.02
194193	OSBORN, JASON	TRUCK TRAINING	TRAINING	63.75
194194	PATHWAY VET ALLIANCE	SAVEY TREATMENT	POLICE COMMUNITY	33.96
	PATHWAY VET ALLIANCE	KONA TREATMENT	POLICE COMMUNITY	57.80
	PATHWAY VET ALLIANCE	SAVEY TREATMENT	POLICE COMMUNITY	636.61
194195	PGC INTERBAY LLC	REIMBURSEMENT - GOLF	MAINTENANCE	-68.62
	PGC INTERBAY LLC		GOLF ADMINISTRATION	11.37
	PGC INTERBAY LLC		GOLF ADMINISTRATION	13.00
	PGC INTERBAY LLC		MAINTENANCE	18.05
	PGC INTERBAY LLC		PRO-SHOP	139.44
	PGC INTERBAY LLC		MAINTENANCE	587.94
	PGC INTERBAY LLC		MAINTENANCE	719.37
	PGC INTERBAY LLC		GOLF ADMINISTRATION	923.32
	PGC INTERBAY LLC		GOLF COURSE	8,373.14
194196	PLATT ELECTRIC	CABLE CONNECTORS	SOURCE OF SUPPLY	154.93
	PLATT ELECTRIC	FUSES	NON-DEPARTMENTAL	382.29
194197	POTTERY NOOK, THE	INSTRUCTOR PAYMENT	RECREATION SERVICES	78.00
194198	PROFESSIONAL SPORTS	ADVERTISING - SEATTLE MARINERS	POLICE ADMINISTRATION	5,000.00
194199	PROFORCE LAW ENFORCE	NIGHT VISION BINOCULARS	DRUG ENFORCEMENT	8,000.00
	PROFORCE LAW ENFORCE		POLICE PATROL	17,865.64
194200	PUBLIC SAFETY TESTIN	PROMOTIONAL ASSESSMENT	POLICE ADMINISTRATION	9,117.26
194201	PUD	ACCT #205283641	STREET LIGHTING	10.46
	PUD	ACCT #205026479	STREET LIGHTING	14.39
	PUD		STREET LIGHTING	22.53
	PUD	ACCT #204584361	STREET LIGHTING	22.66
	PUD		STREET LIGHTING	30.05
	PUD	ACCT #200998532	PARK & RECREATION FAC	54.25
	PUD	ACCT #202177861	PUMPING PLANT	54.48
	PUD	ACCT #224162602	PARK & RECREATION FAC	61.00
	PUD	ACCT #202791166	PUMPING PLANT	61.21
	PUD	ACCT #221303498	STREET LIGHTING	63.49
	PUD	ACCT #223286667	METER READING	65.08
	PUD	ACCT #201380995	PUMPING PLANT	66.65
	PUD	ACCT #202220760	GOLF ADMINISTRATION	67.56
	PUD	ACCT #220153100	TRANSPORTATION	84.03
	PUD	ACCT #202183679	TRANSPORTATION	85.65
	PUD	ACCT #224636050	TRAFFIC CONTROL DEVICES	85.67
	PUD	ACCT #200800704	STREET LIGHTING	90.39
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	91.32
	PUD	ACCT #200869303	TRANSPORTATION	92.82

DATE: 4/9/2026
TIME: 7:42:32AM

CITY OF MARYSVILLE
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194201	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	98.00
	PUD	ACCT #202576112	STREET LIGHTING	160.29
	PUD	ACCT #200084150	TRANSPORTATION	174.24
	PUD	ACCT #202368197	PUMPING PLANT	200.57
	PUD	ACCT #222592917	PARK & RECREATION FAC	207.38
	PUD	ACCT #203344585	STREET LIGHTING	252.66
	PUD	ACCT #200164598	SOURCE OF SUPPLY	382.24
	PUD	ACCT #201639630	GOLF ADMINISTRATION	768.57
	PUD	ACCT #200303477	WATER FILTRATION PLANT	837.75
	PUD	ACCT #201098969	PUMPING PLANT	1,973.87
	PUD	ACCT #202604203	STREET LIGHTING	2,259.44
	PUD	ACCT #202576112	STREET LIGHTING	3,045.52
	PUD	ACCT #202604203	STREET LIGHTING	3,389.17
	PUD	ACCT #201577921	PUMPING PLANT	5,541.78
194202	PUGET SOUND ENERGY	ACCT #220002768939	NON-DEPARTMENTAL	52.52
194203	REECE TRUCKING	SAND, COLD MIX	WATER SERVICE INSTALL	1,584.98
194204	ROBERTSON, SHAN	REFUND - SOCCER	PARKS-RECREATION	87.00
194205	RUDQUIST, LENA	REFUND - UKULELE	PARKS-RECREATION	16.00
194206	SCAIRPON, ERIK	WASPC CONFERENCE	POLICE ADMINISTRATION	275.20
194207	SIRCHIE	EVIDENCE SUPPLIES	POLICE PATROL	170.98
194208	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	761.16
194209	SNOHOMISH CO 911	APRIL 2026 DISPATCH	COMMUNICATION CENTER	103,992.09
194210	SOUND PUBLISHING	MSVL CITY ORDINANCES - 3376	CITY CLERK	34.52
194211	SRV CONSTRUCTION	CASCADE ELEM. IMPROVEMENTS	UTILITY CONSTRUCTION	-6,160.65
	SRV CONSTRUCTION		GMA-STREET	-632.66
	SRV CONSTRUCTION		GMA - STREET	12,653.28
	SRV CONSTRUCTION		SURFACE WATER CAPITAL	123,212.95
194212	STATE PATROL	FINGERPRINTING	COMMUNITY	99.00
	STATE PATROL		INTERGOVERNMENTAL	264.00
194213	SUMMIT LAW GROUP	GENERAL LABOR	PERSONNEL ADMINISTRATION	4,916.00
194214	SUPERIOR RESTROOMS	PORTABLE RESTROOM RENTAL	PARK & RECREATION FAC	340.67
194215	SUTTON, JERRY	UTILITY TAX REBATE	NON-DEPARTMENTAL	91.55
194216	TRANSPORTATION, DEPT	REPLACEMENT PEDESTAL SIGNAL	GMA-PARKS	648.57
194217	TRANSPORTATION, DEPT	ROAD TOLLS	POLICE PATROL	33.50
194218	TRANSUNION RISK & AL	INVESTIGATIVE TOOL	POLICE INVESTIGATION	498.01
194219	ULINE	EVIDENCE SUPPLIES	POLICE PATROL	847.05
194220	UNIT PROCESS COMPANY	CHECK VALVE PUMP	SEWER LIFT STATION	8,773.11
194221	VERIZON	AMR LINES	METER READING	462.37
194222	VERUS NORTHWEST	PROFESSIONAL SERVICE	UTIL ADMIN	1,952.79
194223	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	162.51
194224	VONGSA, GRANT	REIMBURSEMENT - APP, EXAM FEE	WATER DIST MAINS	249.00
194225	WA AUDIOLOGY SRVCS	AUDIOGRAM DATA ENTRY, REVIEW	POLICE ADMINISTRATION	24.00
	WA AUDIOLOGY SRVCS		PERSONNEL ADMINISTRATION	48.00
194226	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	INTERGOVERNMENTAL	335.00
	WA STATE TREASURER		GENERAL FUND	53,065.05
194227	WASTE MANAGEMENT	YW/RECYCLE SERVICE	RECYCLING OPERATION	226,169.08
	WASTE MANAGEMENT		RECYCLING OPERATION	228,245.71
	WASTE MANAGEMENT	RECYCLE SERVICE - JAN 26	RECYCLING OPERATION	336,117.60
	WASTE MANAGEMENT	RECYCLE SERVICE - FEB 26	RECYCLING OPERATION	336,583.52
194228	WEEKS, BRADLEY J	INSTRUCTOR PAYMENT	RECREATION SERVICES	45.00
194229	WEISER, LISA D		RECREATION SERVICES	432.00
194230	WEISS, SHARON	REFUND - UKULELE	PARKS-RECREATION	16.00

DATE: 4/9/2026
TIME: 7:42:32AM

CITY OF MARYSVILLE
INVOICE LIST
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194231	WELCOME MAGAZINE	MARKETING	HOTEL/MOTEL PARKS	960.00
194232	WELSHANS, TY	EVOC INSTRUCTOR COURSE	POLICE TRAINING-FIREARMS	306.00
	WELSHANS, TY	WSNIA CONFERENCE	POLICE TRAINING-FIREARMS	351.50
194233	WHEELER, GENESIS	REFUND - PILATES	PARKS-RECREATION	13.00
194234	WHITTINGTON, JOAN	REFUND - UKULELE	PARKS-RECREATION	16.00

WARRANT TOTAL: 5,807,324.33

GRADY SUTTON	INITIATOR ERROR	193844	91.55
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REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$5,807,232.78



Agenda Bill

AGENDA ITEM NO. 6.

DATE: April 27, 2026

SUBMITTED BY: Karen Kussy, Senior Accounting Technician

PRESENTED BY: Heide Brillantes, Finance Director

ITEM TYPE: Payroll

AGENDA SECTION: Consent

SUBJECT:

April 17, 2026 MISC Payroll in the Amount of \$70,671.22 Paid by EFT Transaction Numbers 153826 through 153973 and Check Numbers 36045 through 36048 with Check Number 36046 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

None



Agenda Bill

AGENDA ITEM NO. 7.

DATE: April 27, 2026

SUBMITTED BY: Shauna Crane, Accounting Technician

PRESENTED BY: Heide Brillantes, Finance Director

ITEM TYPE: Claims

AGENDA SECTION: Consent

SUBJECT:

April 15, 2026 Claims in the Amount of \$830,785.56 paid by EFT Transaction Check Numbers 194235 through 194238 and Check Numbers 194239 through 194367 with Check Numbers 194047 and 194055 Voided

SUGGESTED ACTION:
Recommended Motion:

SUMMARY:

ATTACHMENTS:
041526

DATE: 4/15/2026
TIME: 2:24:27PM

CITY OF MARYSVILLE
INVOICE LIST
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	PCARD ONE TIME PAY	TRAINING TRAVEL FLIGHT CREDIT	POLICE TRAINING-FIREARMS	-213.40
	PCARD ONE TIME PAY		POLICE TRAINING-FIREARMS	-163.40
	PCARD ONE TIME PAY	OFFICE SUPPLIES	UTILITY BILLING	-123.57
	PCARD ONE TIME PAY	RETURN JAIL TRIAL UNIFORM PIECE	DETENTION & CORRECTION	-43.75
	PCARD ONE TIME PAY	FIELD FENCE REPAIR RETURN	PARK & RECREATION FAC	-43.46
	PCARD ONE TIME PAY	COFFEE FILTERS RETURN	RECREATION SERVICES	-32.81
	PCARD ONE TIME PAY	DEPOSIT BAGS	GENERAL FUND	-32.57
	PCARD ONE TIME PAY	REFUND- SUPPLIES CLIPBOARD	MAINT OF GENL PLANT	-28.43
	PCARD ONE TIME PAY	PALLET RETURN	PARK & RECREATION FAC	-25.00
	PCARD ONE TIME PAY	OFFICE SUPPLIES	MUNICIPAL COURTS	-24.22
	PCARD ONE TIME PAY	K9 PET INSURANCE CREDIT	K9 PROGRAM	-16.64
	PCARD ONE TIME PAY	DEPOSIT SLIPS	GENERAL FUND	-13.13
	PCARD ONE TIME PAY	AWS	COMPUTER SERVICES	1.85
	PCARD ONE TIME PAY	2"PVC ADAPTER	STORM DRAINAGE	3.52
	PCARD ONE TIME PAY	OFFICE SUPPLIES	ENGR-GENL	3.93
	PCARD ONE TIME PAY	SENIOR & OFFICE SUPPLIES	OPERA HOUSE	5.00
	PCARD ONE TIME PAY	STARLINK	COMPUTER SERVICES	5.00
	PCARD ONE TIME PAY	MOUSE PAD	UTIL ADMIN	5.46
	PCARD ONE TIME PAY	GATE REPAIRS	PARK & RECREATION FAC	6.20
	PCARD ONE TIME PAY	WATER FOR TRAINING CLASS	POLICE TRAINING-FIREARMS	7.64
	PCARD ONE TIME PAY	RUBBER BANDS	UTIL ADMIN	9.30
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMMUNITY	9.34
	PCARD ONE TIME PAY	SENIOR COFFEE SUPPLIES	RECREATION SERVICES	9.49
	PCARD ONE TIME PAY	EVIDENCE SHIPMENT	POLICE PATROL	9.65
	PCARD ONE TIME PAY	FOOD WORKERS CARD	RECREATION SERVICES	10.00
	PCARD ONE TIME PAY	TRAINING SUPPLIES	POLICE TRAINING-FIREARMS	10.93
	PCARD ONE TIME PAY	GROCERY STORES	PROBATION	11.49
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMMUNITY	11.69
	PCARD ONE TIME PAY	CHAIR FLOORMAT	CUSTODIAL SERVICES	12.01
	PCARD ONE TIME PAY	WALL CALENDAR	WASTE WATER TREATMENT	12.46
	PCARD ONE TIME PAY	LUNCH COMMUNITY MEMBER/CLIENT	EMBEDDED SOCIAL WORKER	12.74
	PCARD ONE TIME PAY	CLIENT FOOD	EMBEDDED SOCIAL WORKER	12.76
	PCARD ONE TIME PAY	AMZON MUSIC	RECREATION SERVICES	13.12
	PCARD ONE TIME PAY	FLAG WRAPPING TOOL	RECREATION SERVICES	13.62
	PCARD ONE TIME PAY	OFFICE SUPPLIES/ NAMEPLATE	UTIL ADMIN	14.54
	PCARD ONE TIME PAY	GATE REPAIR SUPPLIES	PARK & RECREATION FAC	14.99
	PCARD ONE TIME PAY	MARKETING - WONDER IDEA	HOTEL/MOTEL PARKS	15.00
	PCARD ONE TIME PAY	SENIOR BINGO SUPPLIES	RECREATION SERVICES	15.98
	PCARD ONE TIME PAY	INTERPRETER SERVICES	LEGAL - PROSECUTION	16.15
	PCARD ONE TIME PAY	SMALL TOOLS	POLICE TRAINING-FIREARMS	16.25
	PCARD ONE TIME PAY	BATTERIES	UTIL ADMIN	16.38
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMMUNITY	16.38
	PCARD ONE TIME PAY	TRANSACTION CHARGE	GENERAL FUND	16.40
	PCARD ONE TIME PAY	WELLNESS LUNCH SUPPLIES	POLICE ADMINISTRATION	16.89
	PCARD ONE TIME PAY	CUSTODIAL SUPPLIES	CUSTODIAL SERVICES	17.22
	PCARD ONE TIME PAY	SUPPLIES, BATTERIES, WALL MOUNT	CUSTODIAL SERVICES	17.38
	PCARD ONE TIME PAY	OFFICE & OPERATING SUPPLIES	OFFICE OPERATIONS	17.49
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMMUNITY	17.66
	PCARD ONE TIME PAY	OFFICE SUPPLIES	UTILITY BILLING	18.59
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMMUNITY	18.69
	PCARD ONE TIME PAY	SENIOR COFFEE SUPPLIES	RECREATION SERVICES	18.98
	PCARD ONE TIME PAY	DIGITAL SUBSCRIPTION	EXECUTIVE ADMIN	19.96

**CITY OF MARYSVILLE
INVOICE LIST**

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	PCARD ONE TIME PAY	PHONE FOR CLIENT AWAITING HOUSING	EMBEDDED SOCIAL WORKER	20.00
	PCARD ONE TIME PAY	PROFESSIONAL SERVICES	OFFICE OPERATIONS	20.25
	PCARD ONE TIME PAY	NAME BADGE HOLDERS	RECREATION SERVICES	20.34
	PCARD ONE TIME PAY	DOOR STOPPER WEDGE	CUSTODIAL SERVICES	20.75
	PCARD ONE TIME PAY	BINDER FOR MEETINGS	CUSTODIAL SERVICES	20.78
	PCARD ONE TIME PAY	MEAL	POLICE PATROL	20.78
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMMUNITY	20.78
	PCARD ONE TIME PAY	ADOBE SUBSCRIPTION	POLICE INVESTIGATION	21.87
	PCARD ONE TIME PAY	OPERA HOUSE PHOTOSHOOT SUPPLIES	OPERA HOUSE	21.98
	PCARD ONE TIME PAY	PST SGT TEST MISCELLANEOUS	POLICE ADMINISTRATION	22.48
	PCARD ONE TIME PAY	TAPE DISPENSER, TAPE	UTIL ADMIN	22.84
	PCARD ONE TIME PAY	COMEFORD PARK REPAIR	PARK & RECREATION FAC	22.91
	PCARD ONE TIME PAY	NEW PHONE	EMBEDDED SOCIAL WORKER	23.00
	PCARD ONE TIME PAY	EVENT SUPPLIES	OPERA HOUSE	23.18
	PCARD ONE TIME PAY	ST. PATRICK'S DAY SUPPLIES	RECREATION SERVICES	23.64
	PCARD ONE TIME PAY	TEST MISCELLANEOUS	POLICE ADMINISTRATION	23.88
	PCARD ONE TIME PAY	POSTAGE MACHINE INK	EXECUTIVE ADMIN	24.75
	PCARD ONE TIME PAY		FINANCE-GENL	24.75
	PCARD ONE TIME PAY		COMMUNITY	24.75
	PCARD ONE TIME PAY		POLICE ADMINISTRATION	24.75
	PCARD ONE TIME PAY		PARK & RECREATION FAC	24.75
	PCARD ONE TIME PAY		LEGAL-GENL	24.75
	PCARD ONE TIME PAY		PERSONNEL ADMINISTRATION	24.75
	PCARD ONE TIME PAY		UTILITY BILLING	24.75
	PCARD ONE TIME PAY		UTIL ADMIN	24.75
	PCARD ONE TIME PAY		COMPUTER SERVICES	24.75
	PCARD ONE TIME PAY		MUNICIPAL COURTS	24.80
	PCARD ONE TIME PAY	SHASTA PLAYGROUND REPAIR	PARK & RECREATION FAC	24.90
	PCARD ONE TIME PAY	IRISH BAND SUPPLIES	OPERA HOUSE	24.94
	PCARD ONE TIME PAY	VESSEL PROTECTOR	SUNNYSIDE FILTRATION	25.12
	PCARD ONE TIME PAY	OFFICE & OPERATING SUPPLIES	POLICE TRAINING-FIREARMS	25.15
	PCARD ONE TIME PAY	OFFICE SUPPLIES	CITY COUNCIL	25.15
	PCARD ONE TIME PAY	PST SGT TEST MISCELLANEOUS	POLICE ADMINISTRATION	25.96
	PCARD ONE TIME PAY	WELLNESS SUPPLIES	POLICE ADMINISTRATION	25.96
	PCARD ONE TIME PAY	MEAL	POLICE PATROL	26.37
	PCARD ONE TIME PAY	OFFICE & OPERATING SUPPLIES	POLICE TRAINING-FIREARMS	26.44
	PCARD ONE TIME PAY	SUPPLIES	CITY COUNCIL	26.85
	PCARD ONE TIME PAY	BOOK STORES	RECREATION SERVICES	27.11
	PCARD ONE TIME PAY	SUPPLIES	POLICE INVESTIGATION	27.34
	PCARD ONE TIME PAY	TOPSOIL FOR PARK	PARK & RECREATION FAC	27.97
	PCARD ONE TIME PAY	SWEATSHIRT FOR PRISONER TRANSPORT	POLICE PATROL	28.12
	PCARD ONE TIME PAY	SHOP SUPPLIES	MAINT OF GENL PLANT	28.43
	PCARD ONE TIME PAY	KLEENEX	POLICE PATROL	29.47
	PCARD ONE TIME PAY	OFFICE SUPPLIES	ENGR-GENL	30.02
	PCARD ONE TIME PAY	DISTILLED WATER PURCHASE	WASTE WATER TREATMENT	30.03
	PCARD ONE TIME PAY	TRAINING	POLICE TRAINING-FIREARMS	30.49
	PCARD ONE TIME PAY	SHOP OFFICE SUPPLIES	EQUIPMENT RENTAL	30.52
	PCARD ONE TIME PAY	COFFEE FILTERS	RECREATION SERVICES	30.62
	PCARD ONE TIME PAY	PST SGT TEST MISCELLANEOUS	POLICE ADMINISTRATION	30.72
	PCARD ONE TIME PAY	PARTS FOR WELCO PUMP	STORM DRAINAGE	31.10
	PCARD ONE TIME PAY	SHASTA PLAYGROUND REPAIR	PARK & RECREATION FAC	31.68
	PCARD ONE TIME PAY	CUSTODIAL CLEANING SUPPLIES	CUSTODIAL SERVICES	31.73

**CITY OF MARYSVILLE
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	PCARD ONE TIME PAY	SHOP TOOLS	FACILITY MAINTENANCE	31.78
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMPUTER SERVICES	32.14
	PCARD ONE TIME PAY		UTILITY BILLING	32.62
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMMUNITY	32.79
	PCARD ONE TIME PAY	TRAFFIC SUPPLIES	TRANSPORTATION	32.86
	PCARD ONE TIME PAY	OPERATING SUPPLIES	COMPUTER SERVICES	33.24
	PCARD ONE TIME PAY	CMOS BATTERIES	COMPUTER SERVICES	34.32
	PCARD ONE TIME PAY	OPERATING SUPPLIES	COMPUTER SERVICES	34.38
	PCARD ONE TIME PAY	SHRED-IT DOCUMENT DESTRUCTION	EXECUTIVE ADMIN	34.78
	PCARD ONE TIME PAY		LEGAL - PROSECUTION	34.78
	PCARD ONE TIME PAY		UTILITY BILLING	34.78
	PCARD ONE TIME PAY	PRO-ACT TRAVEL AIRLINE MODIFICATION	POLICE PATROL	35.00
	PCARD ONE TIME PAY		POLICE PATROL	35.00
	PCARD ONE TIME PAY	BEDDING FOR CLIENT	EMBEDDED SOCIAL WORKER	35.22
	PCARD ONE TIME PAY	FUEL WHILE TRANSPORTING PRISONER	POLICE PATROL	36.28
	PCARD ONE TIME PAY	PATROL SUPPLIES	POLICE PATROL	36.36
	PCARD ONE TIME PAY	PARKING SUPPLIES	PARK & RECREATION FAC	36.68
	PCARD ONE TIME PAY	OPERATING SUPPLIES	COMPUTER SERVICES	36.69
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMMUNITY	37.40
	PCARD ONE TIME PAY	DOOR HANGER BAGS	GENERAL	38.27
	PCARD ONE TIME PAY	SUPPLIES FOR WELLNESS	POLICE ADMINISTRATION	38.87
	PCARD ONE TIME PAY	COMEFORD PARK SUPPLIES	PARK & RECREATION FAC	39.23
	PCARD ONE TIME PAY	FOAM TAPE	EQUIPMENT RENTAL	39.44
	PCARD ONE TIME PAY	CUSTODIAL SUPPLIES	CUSTODIAL SERVICES	41.51
	PCARD ONE TIME PAY	SUPPLIES FOR DETECTIVES	POLICE INVESTIGATION	42.54
	PCARD ONE TIME PAY	EGG HUNT BASKET SUPPLIES	RECREATION SERVICES	43.29
	PCARD ONE TIME PAY	PADLOCK FOR PATROL BIKE TRAILER	POLICE PATROL	43.51
	PCARD ONE TIME PAY	ADVERTISING - PA25-0030 NOA	COMMUNITY	43.58
	PCARD ONE TIME PAY	DOOR STOP W/HANDLE	CUSTODIAL SERVICES	43.71
	PCARD ONE TIME PAY	PRINTER INK	CRIME PREVENTION	43.75
	PCARD ONE TIME PAY	COFFEE COUNCIL VISIONING SESSION	CITY COUNCIL	43.76
	PCARD ONE TIME PAY	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	43.80
	PCARD ONE TIME PAY	OPERA HOUSE PHOTOSHOOT SUPPLIES	OPERA HOUSE	44.09
	PCARD ONE TIME PAY	COFFEE - COUNCIL RETREAT	CITY COUNCIL	44.20
	PCARD ONE TIME PAY	CABLE SERVICES	POLICE INVESTIGATION	45.34
	PCARD ONE TIME PAY		PERSONNEL ADMINISTRATION	45.34
	PCARD ONE TIME PAY	COSTCO WELLNESS SUPPLIES	POLICE ADMINISTRATION	46.01
	PCARD ONE TIME PAY	CABLE SERVICES	PERSONNEL ADMINISTRATION	46.39
	PCARD ONE TIME PAY	OFFICE SUPPLIES	EXECUTIVE ADMIN	46.48
	PCARD ONE TIME PAY	WHITE OUT	WASTE WATER TREATMENT	46.98
	PCARD ONE TIME PAY	PATROL SUPPLIES	POLICE PATROL	47.41
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMMUNITY	47.89
	PCARD ONE TIME PAY	LASER MEASURING DEVICE	SEWER MAIN COLLECTION	48.64
	PCARD ONE TIME PAY		STORM DRAINAGE	48.64
	PCARD ONE TIME PAY	OFFICE & OPERATING SUPPLIES	OFFICE OPERATIONS	49.21
	PCARD ONE TIME PAY	WELLNESS SUPPLIES	POLICE ADMINISTRATION	49.80
	PCARD ONE TIME PAY	MEMBERSHIP RENEWAL	OFFICE OPERATIONS	50.00
	PCARD ONE TIME PAY		OFFICE OPERATIONS	50.00
	PCARD ONE TIME PAY	ORCA CARD FOR CLIENT	EMBEDDED SOCIAL WORKER	50.00
	PCARD ONE TIME PAY		EMBEDDED SOCIAL WORKER	50.00
	PCARD ONE TIME PAY		EMBEDDED SOCIAL WORKER	50.00
	PCARD ONE TIME PAY	ORCA CARDS FOR CLIENT	EMBEDDED SOCIAL WORKER	50.00

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	PCARD ONE TIME PAY	WSU TRAINING- JJ BARTLETT	TRAINING	50.00
	PCARD ONE TIME PAY	WSU TRAINING- NICK HOLMER	TRAINING	50.00
	PCARD ONE TIME PAY	FACILITIES SMALL TOOLS	FACILITY MAINTENANCE	50.19
	PCARD ONE TIME PAY	COURIER SERVICES	EXECUTIVE ADMIN	51.75
	PCARD ONE TIME PAY	OPERATING SUPPLIES	COMPUTER SERVICES	52.03
	PCARD ONE TIME PAY	IRISH CELEBRATION BAND SNACKS	OPERA HOUSE	52.16
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMMUNITY	52.49
	PCARD ONE TIME PAY	SNACKS - COUNCIL SESSION	CITY COUNCIL	54.67
	PCARD ONE TIME PAY	SHRED-IT DOCUMENT DESTRUCTION	ENGR-GENL	54.84
	PCARD ONE TIME PAY		UTIL ADMIN	54.84
	PCARD ONE TIME PAY	OFFICE SUPPLIES	EQUIPMENT RENTAL	55.06
	PCARD ONE TIME PAY	SUPPLIES FOR INSTRUCTORS	RECREATION SERVICES	55.10
	PCARD ONE TIME PAY	INTERVIEW LUNCH	EXECUTIVE ADMIN	55.58
	PCARD ONE TIME PAY	OFFICE SUPPLIES	COMMUNITY	56.83
	PCARD ONE TIME PAY	TRAIN TICKET FOR CLIENT TO TREATMENT	EMBEDDED SOCIAL WORKER	59.00
	PCARD ONE TIME PAY	TRAIN TICKET TO TREATMENT	EMBEDDED SOCIAL WORKER	59.00
	PCARD ONE TIME PAY		EMBEDDED SOCIAL WORKER	59.00
	PCARD ONE TIME PAY	SAFETY TRAINING SNACKS, COFFEE	PERSONNEL ADMINISTRATION	59.92
	PCARD ONE TIME PAY	BINS FOR RAGS	CUSTODIAL SERVICES	60.34
	PCARD ONE TIME PAY	SNACKS - COUNCIL RETREAT	CITY COUNCIL	60.45
	PCARD ONE TIME PAY	GRADUATING TREATMENT	EMBEDDED SOCIAL WORKER	61.00
	PCARD ONE TIME PAY	ADVERTISING	COMMUNITY	62.30
	PCARD ONE TIME PAY	CLIENT ID FOR HOUSING	EMBEDDED SOCIAL WORKER	63.25
	PCARD ONE TIME PAY	SHASTA PLAYGROUND REPAIR	PARK & RECREATION FAC	63.40
	PCARD ONE TIME PAY	MEAL	POLICE PATROL	64.63
	PCARD ONE TIME PAY	OFFICE & OPERATING SUPPLIES	POLICE TRAINING-FIREARMS	64.75
	PCARD ONE TIME PAY	SNO CO. PERMITS	RECREATION SERVICES	65.00
	PCARD ONE TIME PAY	FIRE HOSE ADAPTER	WATER DIST MAINS	65.72
	PCARD ONE TIME PAY	PST SGT TEST MISCELLANEOUS	POLICE ADMINISTRATION	67.13
	PCARD ONE TIME PAY	PATROL SUPPLIES	POLICE PATROL	67.39
	PCARD ONE TIME PAY	LITTLE LEAGUE FIELD FENCE REPAIR	PARK & RECREATION FAC	68.69
	PCARD ONE TIME PAY	JETTER HOSE REPAIR	SEWER MAIN COLLECTION	69.03
	PCARD ONE TIME PAY		STORM DRAINAGE	69.03
	PCARD ONE TIME PAY	SHRED-IT DOCUMENT DESTRUCTION	FINANCE-GENL	69.55
	PCARD ONE TIME PAY		PERSONNEL ADMINISTRATION	69.55
	PCARD ONE TIME PAY	OPERA HOUSE SUPPLIES	OPERA HOUSE	69.95
	PCARD ONE TIME PAY	TOOLS FOR WATER CONSTRUCTION	WATER DIST MAINS	69.97
	PCARD ONE TIME PAY	UNIFORM - FRISINGER	UTIL ADMIN	71.10
	PCARD ONE TIME PAY	BOOK STORES	MUNICIPAL COURTS	73.34
	PCARD ONE TIME PAY	COFFEE FILTERS, TAKE OUT CONTAINERS	RECREATION SERVICES	73.92
	PCARD ONE TIME PAY	CABLE SERVICES	TRAFFIC CONTROL DEVICES	75.32
	PCARD ONE TIME PAY		STREET LIGHTING	75.87
	PCARD ONE TIME PAY	SHASTA PLAYGROUND REPAIR	PARK & RECREATION FAC	76.30
	PCARD ONE TIME PAY	MNW RECOVERY SERVICES	PARK & RECREATION FAC	78.22
	PCARD ONE TIME PAY	BIKE UNIT MEMBERSHIP/CERT. OF TRAINING	POLICE PATROL	80.00
	PCARD ONE TIME PAY	EGG HUNT BASKET SUPPLIES	RECREATION SERVICES	80.05
	PCARD ONE TIME PAY	CABLE SERVICES	STREET LIGHTING	81.13
	PCARD ONE TIME PAY		POLICE PATROL	81.13
	PCARD ONE TIME PAY		STREET LIGHTING	81.34
	PCARD ONE TIME PAY	OFFICE SUPPLIES	PERSONNEL ADMINISTRATION	82.17
	PCARD ONE TIME PAY	MARYSVILLE TALENT SHOW AWARDS	OPERA HOUSE	83.10
	PCARD ONE TIME PAY	TOPAZ SIGNATURE PAD PEN	COMPUTER SERVICES	84.00

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	PCARD ONE TIME PAY	BATTERIES	POLICE PATROL	86.82
	PCARD ONE TIME PAY	CABLE SERVICES	OPERA HOUSE	86.99
	PCARD ONE TIME PAY	DIGITAL GOODS: APPLICATIONS	EXECUTIVE ADMIN	87.52
	PCARD ONE TIME PAY	OFFICE & OPERATING SUPPLIES	OFFICE OPERATIONS	88.56
	PCARD ONE TIME PAY	BOWLING TOURNAMENT SUPPLIES	PERSONNEL ADMINISTRATION	88.57
	PCARD ONE TIME PAY	SHRED-IT DOCUMENT DESTRUCTION	COMMUNITY	89.62
	PCARD ONE TIME PAY	UPS SERVICES	POLICE PATROL	89.83
	PCARD ONE TIME PAY	AWWA JOB AD	PERSONNEL ADMINISTRATION	90.00
	PCARD ONE TIME PAY	OPERA HOUSE SUPPLIES	OPERA HOUSE	90.47
	PCARD ONE TIME PAY	HYDRANT REPAIR PARTS	HYDRANTS	91.79
	PCARD ONE TIME PAY	LANDSCAPING SUPPLIES	PARK & RECREATION FAC	92.51
	PCARD ONE TIME PAY	OTHER HOTELS	EMBEDDED SOCIAL WORKER	93.09
	PCARD ONE TIME PAY	FLEET SHOP EDGE PROTECTION	EQUIPMENT RENTAL	95.90
	PCARD ONE TIME PAY	FOR FACILITIES SMALL TOOLS	FACILITY MAINTENANCE	96.79
	PCARD ONE TIME PAY	OPERATING SUPPLIES	COMPUTER SERVICES	96.79
	PCARD ONE TIME PAY	COMEFORD TURF REPAIR	PARK & RECREATION FAC	96.82
	PCARD ONE TIME PAY	REPLACEMENT PRESSURE WASHER HEAD	WATER RESERVOIRS	97.00
	PCARD ONE TIME PAY	SHRED-IT DOCUMENT DESTRUCTION	POLICE ADMINISTRATION	98.33
	PCARD ONE TIME PAY		POLICE INVESTIGATION	98.33
	PCARD ONE TIME PAY		POLICE PATROL	98.33
	PCARD ONE TIME PAY		DETENTION & CORRECTION	98.33
	PCARD ONE TIME PAY		OFFICE OPERATIONS	98.33
	PCARD ONE TIME PAY	ZOOM	COMMUNITY	98.46
	PCARD ONE TIME PAY	MAP PROGRAM	TRAFFIC UNIT	99.99
	PCARD ONE TIME PAY	RECRUITMENT ADVERTISING MATERIAL	POLICE ADMINISTRATION	100.99
	PCARD ONE TIME PAY	CABLE SERVICES	SUNNYSIDE FILTRATION	103.10
	PCARD ONE TIME PAY	COSTCO ORDER	GENERAL FUND	103.20
	PCARD ONE TIME PAY	CABLE SERVICES	WASTE WATER TREATMENT	104.49
	PCARD ONE TIME PAY	APWA POSTERS	ENGR-GENL	105.00
	PCARD ONE TIME PAY	MEMBERSHIP ORGANIZATIONS	COMMUNITY	105.00
	PCARD ONE TIME PAY	OFFICE SUPPLIES	RECREATION SERVICES	106.20
	PCARD ONE TIME PAY	TAX CORRECTION	SEWER MAIN COLLECTION	106.34
	PCARD ONE TIME PAY		STORM DRAINAGE	106.34
	PCARD ONE TIME PAY	ELECTRIC BOLT CUTTERS	WATER CROSS CNTL	108.01
	PCARD ONE TIME PAY		WATER CROSS CNTL	108.01
	PCARD ONE TIME PAY	CABLE SERVICES	PARK & RECREATION FAC	108.85
	PCARD ONE TIME PAY		COMPUTER SERVICES	108.85
	PCARD ONE TIME PAY	SENIOR LUNCH, OFFICE SUPPLIES	OPERA HOUSE	110.10
	PCARD ONE TIME PAY	CABLE SERVICES	MAINT OF GENL PLANT	110.76
	PCARD ONE TIME PAY		STREET LIGHTING	110.76
	PCARD ONE TIME PAY	MEDICATION	EMBEDDED SOCIAL WORKER	110.76
	PCARD ONE TIME PAY	OPERATING SUPPLIES	COMPUTER SERVICES	111.13
	PCARD ONE TIME PAY	LANDSCAPING SUPPLIES	PARK & RECREATION FAC	114.67
	PCARD ONE TIME PAY	GATE SUPPLIES	PARK & RECREATION FAC	114.72
	PCARD ONE TIME PAY	COMEFORD TURF	PARK & RECREATION FAC	119.14
	PCARD ONE TIME PAY	TRAINING SUPPLIES	POLICE TRAINING-FIREARMS	121.32
	PCARD ONE TIME PAY	OFFICE SUPPLIES	UTILITY BILLING	123.57
	PCARD ONE TIME PAY	TRAINING	POLICE TRAINING-FIREARMS	124.21
	PCARD ONE TIME PAY	MOUSE	ENGR-GENL	124.71
	PCARD ONE TIME PAY	INVESTIGATIONS TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	125.00
	PCARD ONE TIME PAY	SENIOR LUNCH & OFFICE SUPPLIES	RECREATION SERVICES	125.85
	PCARD ONE TIME PAY	HOTEL - UNHOUSED COMMUNITY MEMBER	POLICE PATROL	127.88

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	PCARD ONE TIME PAY	TESTING, LODGING ACCOMMODATION	POLICE ADMINISTRATION	127.88
	PCARD ONE TIME PAY	FIELD FENCE REPAIR	PARK & RECREATION FAC	128.76
	PCARD ONE TIME PAY	IT CONFERENCE ROOM TABLE	COMPUTER SERVICES	130.61
	PCARD ONE TIME PAY	FOOD OPERA HOUSE MARKETING	OPERA HOUSE	131.26
	PCARD ONE TIME PAY	OFFICE SUPPLIES	CITY CLERK	131.27
	PCARD ONE TIME PAY	EGG HUNT BASKET SUPPLIES	RECREATION SERVICES	143.31
	PCARD ONE TIME PAY	OFFICE SUPPLIES	EQUIPMENT RENTAL	144.08
	PCARD ONE TIME PAY	TRAVEL LODGING FOR PRISONER TRANSPORT	POLICE PATROL	144.25
	PCARD ONE TIME PAY		POLICE PATROL	144.25
	PCARD ONE TIME PAY	WHOLESALE OFFICE SUP	MUNICIPAL COURTS	144.55
	PCARD ONE TIME PAY	PRACTICE / TRAINING SPRAY	POLICE PATROL	146.34
	PCARD ONE TIME PAY	CABLE SERVICES	FACILITY MAINTENANCE	146.79
	PCARD ONE TIME PAY		FACILITY MAINTENANCE	146.79
	PCARD ONE TIME PAY	ECONOMIC DEVELOPMENT MEETING	PLANNING & COMMUNITY DEV	148.36
	PCARD ONE TIME PAY	UNIFORMS & EQUIPMENT	POLICE INVESTIGATION	148.76
	PCARD ONE TIME PAY	RECORDS TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	150.00
	PCARD ONE TIME PAY		POLICE TRAINING-FIREARMS	150.00
	PCARD ONE TIME PAY	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	150.00
	PCARD ONE TIME PAY	OFFICE & OPERATING SUPPLIES	POLICE TRAINING-FIREARMS	150.96
	PCARD ONE TIME PAY	SURFACE PRO HARD DRIVE	COMPUTER SERVICES	150.97
	PCARD ONE TIME PAY	EGG HUNT SUPPLIES	RECREATION SERVICES	151.30
	PCARD ONE TIME PAY	BIKE UNIT SUPPLIES	POLICE PATROL	151.69
	PCARD ONE TIME PAY	ADVERTISING SERVICES	HOTEL/MOTEL PARKS	151.81
	PCARD ONE TIME PAY	DEPOSIT SLIPS	FINANCE-GENL	152.77
	PCARD ONE TIME PAY	INVERTER FOR TRAFFIC DEPARTMENT	TRAFFIC UNIT	153.15
	PCARD ONE TIME PAY	SHASTA PLAYGROUND REPAIR	PARK & RECREATION FAC	153.75
	PCARD ONE TIME PAY	OFFICE & OPERATING SUPPLIES	POLICE TRAINING-FIREARMS	159.61
	PCARD ONE TIME PAY	EGG HUNT BASKET SUPPLIES	RECREATION SERVICES	162.29
	PCARD ONE TIME PAY	AWC LEADERS EXCHANGE	CITY COUNCIL	162.90
	PCARD ONE TIME PAY	EXPERT COURT TESTIMONY	LEGAL - PROSECUTION	163.39
	PCARD ONE TIME PAY	BACK UP TEST KIT CALIBRATION	WATER CROSS CNTL	164.00
	PCARD ONE TIME PAY	LANDSCAPE SUPPLIES	PARK & RECREATION FAC	164.07
	PCARD ONE TIME PAY	CABLE SERVICES	MUNICIPAL COURTS	164.47
	PCARD ONE TIME PAY	BIKE PATROL UNIFORM PIECES	POLICE PATROL	166.27
	PCARD ONE TIME PAY	IT CONFERENCE ROOM RUG	COMPUTER SERVICES	167.37
	PCARD ONE TIME PAY	HRCI RECERTIFICATION - T. LESTER	PERSONNEL ADMINISTRATION	169.00
	PCARD ONE TIME PAY	SHELVES FOR INSIDE BUILDING	PUMPING PLANT	173.79
	PCARD ONE TIME PAY	FATHER DAUGHTER DANCE SUPPLIES	RECREATION SERVICES	176.86
	PCARD ONE TIME PAY	UNIFORM- SHOES EZEKIEL LUNA	CUSTODIAL SERVICES	180.00
	PCARD ONE TIME PAY	PATROL VEHICLE REPAIR	POLICE PATROL	180.51
	PCARD ONE TIME PAY	TRAINING TRAVEL LODGING	POLICE TRAINING-FIREARMS	186.67
	PCARD ONE TIME PAY	OPERATING SUPPLIES	COMPUTER SERVICES	187.05
	PCARD ONE TIME PAY	TRAINING TRAVEL LODGING	POLICE TRAINING-FIREARMS	191.36
	PCARD ONE TIME PAY	EASTER EGG HUNT SUPPLIES	RECREATION SERVICES	193.80
	PCARD ONE TIME PAY	CABLE SERVICES	WATER FILTRATION PLANT	195.67
	PCARD ONE TIME PAY	EGG HUNT SUPPLIES	RECREATION SERVICES	195.81
	PCARD ONE TIME PAY	OFFICE & OPERATING SUPPLIES	POLICE TRAINING-FIREARMS	196.85
	PCARD ONE TIME PAY	SENIOR LUNCH, OFFICE SUPPLIES	RECREATION SERVICES	196.92
	PCARD ONE TIME PAY	PA SYSTEM REPAIR	RECREATION SERVICES	198.16
	PCARD ONE TIME PAY	AWC JOB POSTING PACK	PERSONNEL ADMINISTRATION	200.00
	PCARD ONE TIME PAY	UNIFORMS & EQUIPMENT	DETENTION & CORRECTION	202.34
	PCARD ONE TIME PAY	OPERATING SUPPLIES	COMPUTER SERVICES	203.46

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	PCARD ONE TIME PAY	COMEFORD RECOVERY SUPPLIES	PARK & RECREATION FAC	205.35
	PCARD ONE TIME PAY	CABLE SERVICES	FACILITY MAINTENANCE	207.89
	PCARD ONE TIME PAY	SHRED-IT DOCUMENT DESTRUCTION	MUNICIPAL COURTS	208.65
	PCARD ONE TIME PAY	UNIFORMS & EQUIPMENT	POLICE INVESTIGATION	216.62
	PCARD ONE TIME PAY	LANDSCAPE SUPPLIES	PARK & RECREATION FAC	217.27
	PCARD ONE TIME PAY	CARE TEAM SUPPLIES	EMBEDDED SOCIAL WORKER	218.70
	PCARD ONE TIME PAY	OPERATING SUPPLIES	COMPUTER SERVICES	218.78
	PCARD ONE TIME PAY	IACP MEMBERSHIP DUES	POLICE ADMINISTRATION	220.00
	PCARD ONE TIME PAY	MNW RECOVERY SERVICES	PARK & RECREATION FAC	223.54
	PCARD ONE TIME PAY	MNW RECOVERY SUPPLIES	PARK & RECREATION FAC	223.54
	PCARD ONE TIME PAY		PARK & RECREATION FAC	223.54
	PCARD ONE TIME PAY	PST SGT TESTING MISCELLANEOUS	POLICE ADMINISTRATION	233.12
	PCARD ONE TIME PAY	CABLE SERVICES	COMPUTER SERVICES	236.42
	PCARD ONE TIME PAY		COMPUTER SERVICES	236.42
	PCARD ONE TIME PAY	WSDA PESTICIDE TRAINING	UTIL ADMIN	240.00
	PCARD ONE TIME PAY	WSDA PESTICIDE TRAINING	UTIL ADMIN	240.00
	PCARD ONE TIME PAY	SHASTA PLAYGROUND REPAIR	PARK & RECREATION FAC	242.00
	PCARD ONE TIME PAY	EASTER EGG SUPPLIES	RECREATION SERVICES	246.90
	PCARD ONE TIME PAY	IDENTIFIX	SMALL ENGINE SHOP	249.43
	PCARD ONE TIME PAY	EVENT SUPPLIES - COSTCO	RECREATION SERVICES	250.17
	PCARD ONE TIME PAY	TOGGL SOFTWARE RENEWAL	COMPUTER SERVICES	252.05
	PCARD ONE TIME PAY	OFFICE & OPERATING SUPPLIES	POLICE TRAINING-FIREARMS	253.63
	PCARD ONE TIME PAY	ABC LEGAL PROCESS SERVICE	COMMUNITY SERVICES UNIT	255.00
	PCARD ONE TIME PAY	CABLE SERVICES	OPERA HOUSE	256.54
	PCARD ONE TIME PAY	TOOLS FOR DRONE	POLICE PATROL	257.91
	PCARD ONE TIME PAY	SHASTA PLAYGROUND REPAIR	PARK & RECREATION FAC	258.96
	PCARD ONE TIME PAY	EGG HUNT BASKET SUPPLIES	RECREATION SERVICES	260.52
	PCARD ONE TIME PAY	UNIFORMS & EQUIPMENT	POLICE PATROL	262.55
	PCARD ONE TIME PAY	OFFICE SUPPLIES	RECREATION SERVICES	265.48
	PCARD ONE TIME PAY	TRAVEL FLIGHT PRISONER TRANSPORT	POLICE PATROL	268.40
	PCARD ONE TIME PAY	OFFICE & OPERATING SUPPLIES	POLICE TRAINING-FIREARMS	271.46
	PCARD ONE TIME PAY	16 PORT SWITCH	COMPUTER SERVICES	271.77
	PCARD ONE TIME PAY	DUO MOBILE	COMPUTER SERVICES	275.00
	PCARD ONE TIME PAY	SHASTA PLAYGROUND REPAIR	PARK & RECREATION FAC	275.69
	PCARD ONE TIME PAY		PARK & RECREATION FAC	276.76
	PCARD ONE TIME PAY	OFFICE & OPERATING SUPPLIES	POLICE TRAINING-FIREARMS	277.00
	PCARD ONE TIME PAY	K9 KONA BOARDING	K9 PROGRAM	280.00
	PCARD ONE TIME PAY	OFFICE & OPERATING SUPPLIES	OFFICE OPERATIONS	291.49
	PCARD ONE TIME PAY	STARCHASE	POLICE PATROL	292.87
	PCARD ONE TIME PAY	CABLE SERVICES	SUNNYSIDE FILTRATION	293.26
	PCARD ONE TIME PAY	UNIFORMS & EQUIPMENT	DETENTION & CORRECTION	295.33
	PCARD ONE TIME PAY	SHRM MEMBERSHIP - T. LESTER	PERSONNEL ADMINISTRATION	299.00
	PCARD ONE TIME PAY	REFRESHMENTS	POLICE INVESTIGATION	308.10
	PCARD ONE TIME PAY	BIKE UNIT UNIFORM PIECES	POLICE PATROL	310.68
	PCARD ONE TIME PAY	ABC LEGAL PROCESS SERVICE	COMMUNITY SERVICES UNIT	315.00
	PCARD ONE TIME PAY	DPD FOR SAMPLING	WATER QUAL TREATMENT	317.35
	PCARD ONE TIME PAY	EASTER EGGS - NET EGG	RECREATION SERVICES	320.00
	PCARD ONE TIME PAY	INVESTIGATIONS TRAINING LODGING	POLICE TRAINING-FIREARMS	328.21
	PCARD ONE TIME PAY	OFFICE SUPPLIES	MUNICIPAL COURTS	332.13
	PCARD ONE TIME PAY	LADDER REPLACEMENT TOOLS	WATER DIST MAINS	334.67
	PCARD ONE TIME PAY	UNIFORMS & EQUIPMENT	POLICE INVESTIGATION	339.14
	PCARD ONE TIME PAY	IACP CONFERENCE	POLICE ADMINISTRATION	342.00

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0	PCARD ONE TIME PAY	IACP CONFERENCE	POLICE ADMINISTRATION	342.00
	PCARD ONE TIME PAY	WORKING LUNCH - COUNCIL RETREAT	EXECUTIVE ADMIN	346.38
	PCARD ONE TIME PAY	CSO TRAINING LODGING	POLICE TRAINING-FIREARMS	347.50
	PCARD ONE TIME PAY		POLICE TRAINING-FIREARMS	347.50
	PCARD ONE TIME PAY		POLICE TRAINING-FIREARMS	347.50
	PCARD ONE TIME PAY	SHASTA PLAYGROUND REPAIR	PARK & RECREATION FAC	349.12
	PCARD ONE TIME PAY	INVESTIGATIONS TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	350.00
	PCARD ONE TIME PAY	METER BOX PUMPS	HYDRANTS	350.06
	PCARD ONE TIME PAY	WSAMA SPRING CONFERENCE	LEGAL - PROSECUTION	364.00
	PCARD ONE TIME PAY	WELLNESS COMMITTEE TOURNAMENT	PERSONNEL ADMINISTRATION	364.74
	PCARD ONE TIME PAY	ELECTRONICS STORES	COMPUTER SERVICES	365.40
	PCARD ONE TIME PAY	PATROL TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	375.00
	PCARD ONE TIME PAY	CSO TRAINING FLIGHT	POLICE TRAINING-FIREARMS	376.80
	PCARD ONE TIME PAY	DEPOSIT BAGS	FINANCE-GENL	379.05
	PCARD ONE TIME PAY	HOTEL FOR ROBB SMITH- TRAINING	UTIL ADMIN	381.62
	PCARD ONE TIME PAY	OFFICE & OPERATING SUPPLIES	POLICE TRAINING-FIREARMS	382.88
	PCARD ONE TIME PAY	MECHANICAL TRAINING	EQUIPMENT RENTAL	387.63
	PCARD ONE TIME PAY	VACTOR TRAINING- STEVE HACKFORD	EQUIPMENT RENTAL	387.63
	PCARD ONE TIME PAY	CARE TEAM SUPPLIES	EMBEDDED SOCIAL WORKER	401.28
	PCARD ONE TIME PAY	WETRC CROSS CONNECTION TRAINING	UTIL ADMIN	430.00
	PCARD ONE TIME PAY	WETRC CROSS CONNECTION TRAINING	UTIL ADMIN	430.00
	PCARD ONE TIME PAY	UBIQUITI CAMERA	COMPUTER SERVICES	430.74
	PCARD ONE TIME PAY	PROFESSIONAL SERVICES	POLICE ADMINISTRATION	450.00
	PCARD ONE TIME PAY	UNIFORMS & EQUIPMENT	POLICE INVESTIGATION	462.15
	PCARD ONE TIME PAY		POLICE INVESTIGATION	462.15
	PCARD ONE TIME PAY	PARK SIGNAGE	PARK & RECREATION FAC	464.77
	PCARD ONE TIME PAY	TRAVEL - G. WISEMAN	POLICE TRAINING-FIREARMS	472.50
	PCARD ONE TIME PAY	CSO TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	475.00
	PCARD ONE TIME PAY	REPLACEMENT PUMP	STORM DRAINAGE	505.41
	PCARD ONE TIME PAY	SURVEYMONKEY MEMBERSHIP	PERSONNEL ADMINISTRATION	511.99
	PCARD ONE TIME PAY	IACP CONFERENCE	POLICE ADMINISTRATION	516.80
	PCARD ONE TIME PAY		POLICE ADMINISTRATION	516.80
	PCARD ONE TIME PAY	SHOCK ABSORBING LANYARD	WATER RESERVOIRS	517.70
	PCARD ONE TIME PAY	SHASTA PLAYGROUND REPAIR	PARK & RECREATION FAC	517.92
	PCARD ONE TIME PAY		PARK & RECREATION FAC	517.92
	PCARD ONE TIME PAY	OPERATING SUPPLIES	COMPUTER SERVICES	523.64
	PCARD ONE TIME PAY	TRAVEL FLIGHT PRISONER TRANSPORT	POLICE PATROL	536.80
	PCARD ONE TIME PAY		POLICE PATROL	536.80
	PCARD ONE TIME PAY	BOLLARDS DOLLY	PARK & RECREATION FAC	539.56
	PCARD ONE TIME PAY	RECORDS TRAINING REGISTRATIONS	POLICE TRAINING-FIREARMS	540.00
	PCARD ONE TIME PAY	EGG HUNT SUPPLIES	RECREATION SERVICES	551.54
	PCARD ONE TIME PAY	SHASTA PLAYGROUND REPAIR	PARK & RECREATION FAC	560.77
	PCARD ONE TIME PAY	POLYGRAPH TRAINING FLIGHT	POLICE TRAINING-FIREARMS	595.81
	PCARD ONE TIME PAY	IT CONFERENCE ROOM CHAIRS	COMPUTER SERVICES	637.80
	PCARD ONE TIME PAY	AWC ANNUAL REGISTRATION	CITY COUNCIL	638.24
	PCARD ONE TIME PAY	AWC ANNUAL REGISTRATION	CITY COUNCIL	638.24
	PCARD ONE TIME PAY	AWC ANNUAL REGISTRATION	CITY COUNCIL	638.24
	PCARD ONE TIME PAY	BENCH TOOLS AND STORAGE	COMPUTER SERVICES	639.33
	PCARD ONE TIME PAY	TRAINING TRAVEL EXPENSE	FINANCE-GENL	648.40
	PCARD ONE TIME PAY	POLYGRAPH TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	650.00
	PCARD ONE TIME PAY	SMALL TOOL BATTERIES	PARK & RECREATION FAC	688.70
	PCARD ONE TIME PAY	EVIDENCE SHIPPING	POLICE PATROL	696.83

**CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	PCARD ONE TIME PAY	THREAT	COMPUTER SERVICES	710.01
	PCARD ONE TIME PAY	CWT TRAINING- IAN ZIPP	STORM DRAINAGE	711.10
	PCARD ONE TIME PAY	UNIFORMS & EQUIPMENT	POLICE PATROL	772.52
	PCARD ONE TIME PAY	TRAINING/HOTEL	POLICE INVESTIGATION	773.37
	PCARD ONE TIME PAY	JAIL SUPPLIES	DETENTION & CORRECTION	778.63
	PCARD ONE TIME PAY	INVESTIGATIONS TRAINING LODGING	POLICE TRAINING-FIREARMS	853.32
	PCARD ONE TIME PAY	PRO-ACT TRAINING LODGING	POLICE TRAINING-FIREARMS	853.32
	PCARD ONE TIME PAY	SHASTA PLAYGROUND REPAIR	PARK & RECREATION FAC	863.20
	PCARD ONE TIME PAY	JAIL SUPPLIES	DETENTION & CORRECTION	889.23
	PCARD ONE TIME PAY	CRISIS NEGOTIATION KITS	POLICE PATROL	901.82
	PCARD ONE TIME PAY	FRESHDESK RENEWAL	COMPUTER SERVICES	903.64
	PCARD ONE TIME PAY	AWARD/CERTIFICATE HOLDER	POLICE ADMINISTRATION	907.91
	PCARD ONE TIME PAY	REPLACEMENT MONITORS	IS REPLACEMENT ACCOUNTS	942.24
	PCARD ONE TIME PAY	SWEEPER TRAINING	TRAINING	1,162.89
	PCARD ONE TIME PAY	TRAINING CONFERENCE	FINANCE-GENL	1,249.00
	PCARD ONE TIME PAY	AWC ANNUAL REGISTRATION	CITY COUNCIL	1,276.47
	PCARD ONE TIME PAY	CHALLENGE COINS REPLENISHMENT	POLICE ADMINISTRATION	1,334.68
	PCARD ONE TIME PAY	BIKE UNIT UNIFORM PIECES	POLICE PATROL	1,864.08
	PCARD ONE TIME PAY	TRAINING STORAGE SUPPLIES	POLICE TRAINING-FIREARMS	1,903.99
	PCARD ONE TIME PAY		POLICE TRAINING-FIREARMS	2,236.38
	PCARD ONE TIME PAY	DEPARTMENT CARPET CLEANING	POLICE ADMINISTRATION	2,321.55
	PCARD ONE TIME PAY	REPLACEMENT HOSE - H008	SEWER MAIN COLLECTION	2,759.43
	PCARD ONE TIME PAY	VALVE CANS	WATER DIST MAINS	5,135.35
	PCARD ONE TIME PAY	EQUIPMENT / PROGRAM FOR INVESTIGATIONS	POLICE INVESTIGATION	5,547.06
	PCARD ONE TIME PAY	TRACTION DRIVE FLOOR SCRUBBER	EQUIPMENT RENTAL	6,006.06
	PCARD ONE TIME PAY	POLICE FIRSTNET CHARGES IOT PORTAL	POLICE PATROL	6,007.09
	PCARD ONE TIME PAY	OPERATING SUPPLIES	POLICE TRAINING-FIREARMS	6,455.53
194235	ACH PREMIERA BLUE CROSS	CLAIMS PAID	MEDICAL CLAIMS	58,913.09
	ACH PREMIERA BLUE CROSS	CLAIMS PAID	MEDICAL CLAIMS	74,744.00
194236	ACH DELTA DENTAL OF WA	CLAIMS PAID - POLICE	DENTAL W/ ORTHO	1,954.66
	ACH DELTA DENTAL OF WA	CLAIMS PAID NONREP	DENTAL CLAIMS	10,294.80
194237	ACH BENEFIT	PREMIUMS - MAY 2026	MEDICAL CLAIMS	1,014.75
	ACH BENEFIT		VISION CLAIMS	1,274.48
	ACH BENEFIT		DENTAL W/ ORTHO	1,343.45
	ACH BENEFIT		DENTAL CLAIMS	3,587.15
	ACH BENEFIT		MEDICAL CLAIMS	19,432.96
	ACH BENEFIT		MEDICAL CLAIMS	108,139.50
194238	ACH INUVIKA (AMERICAS)	INUVIKA RENEWAL	INFORMATION SERVICES	-1,560.06
	ACH INUVIKA (AMERICAS)	RETAIN FUNDS FEE	COMPUTER SERVICES	94.32
	ACH INUVIKA (AMERICAS)	INUVIKA RENEWAL	COMPUTER SERVICES	18,156.46
194239	A & A LANGUAGE SERV	INTERPRETER SERVICE	COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	170.00
	A & A LANGUAGE SERV		COURTS	207.70
	A & A LANGUAGE SERV		COURTS	228.80
194240	ALL BATTERY SALES	WINDSHIELD WASHER FLUID	SOLID WASTE OPERATIONS	93.54
	ALL BATTERY SALES		ER&R	187.07
	ALL BATTERY SALES	BATTERIES	ER&R	1,114.52
	ALL BATTERY SALES	ELECTRICAL SUPPLIES	EQUIPMENT RENTAL	1,222.21
194241	ANALYTICAL SERVICES	MARCH CRYPTO SAMPLE	WATER QUAL TREATMENT	728.00
194242	ASSOC OF SHERIFFS	ANNUAL DUES - LAWLESS	POLICE ADMINISTRATION	75.00

**CITY OF MARYSVILLE
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CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
194243	AT&T MOBILITY LLC	CELL PHONE	WASTE WATER TREATMENT	42.76
	AT&T MOBILITY LLC		ENGR-GENL	85.52
	AT&T MOBILITY LLC		LEGAL - PROSECUTION	85.52
	AT&T MOBILITY LLC		RECREATION SERVICES	85.52
	AT&T MOBILITY LLC		PERSONNEL ADMINISTRATION	128.28
	AT&T MOBILITY LLC		UTIL ADMIN	128.28
	AT&T MOBILITY LLC		COMMUNITY	135.91
	AT&T MOBILITY LLC		GIS SERVICES IS	171.04
	AT&T MOBILITY LLC		FINANCE-GENL	171.04
	AT&T MOBILITY LLC		CITY CLERK	213.80
	AT&T MOBILITY LLC		MUNICIPAL COURTS	213.80
	AT&T MOBILITY LLC		LEGAL-GENL	213.80
	AT&T MOBILITY LLC		OFFICE OPERATIONS	299.32
	AT&T MOBILITY LLC		FACILITY MAINTENANCE	420.76
	AT&T MOBILITY LLC		EXECUTIVE ADMIN	470.36
	AT&T MOBILITY LLC		POLICE INVESTIGATION	598.64
	AT&T MOBILITY LLC		POLICE ADMINISTRATION	598.64
	AT&T MOBILITY LLC		COMPUTER SERVICES	608.40
	AT&T MOBILITY LLC		DETENTION & CORRECTION	769.68
	AT&T MOBILITY LLC		POLICE COMMUNITY	812.44
	AT&T MOBILITY LLC		POLICE PATROL	3,420.80
194244	BERGMANN, JOSEPH	REPLACEMENT GLASSES	POLICE TRAINING-FIREARMS	229.00
194245	BICKFORD FORD	SENDER, PUMP ASY	EQUIPMENT RENTAL	321.31
	BICKFORD FORD	SPARK PLUGS, IGNITION COILS, GASKET - P172	EQUIPMENT RENTAL	503.62
	BICKFORD FORD	BRAKE PADS, ROTORS	ER&R	1,273.91
194246	BILLING DOCUMENT SPE	PAYMENT PROCESSING - MARCH	UTILITY BILLING	2,806.63
	BILLING DOCUMENT SPE	PAYMENT PROCESSING - FEB	UTILITY BILLING	2,870.49
	BILLING DOCUMENT SPE	PAYMENT PROCESSING - JAN	UTILITY BILLING	3,300.76
	BILLING DOCUMENT SPE	BILL PRINTING	UTILITY BILLING	4,465.19
	BILLING DOCUMENT SPE	BILL PRINTING SERVICE	UTILITY BILLING	7,534.91
194247	BJS TOOLS LLC	STRIPE REMOVAL TOOL, ERASER	EQUIPMENT RENTAL	1,940.32
194248	BMI	MUSIC LICENSE	RECREATION SERVICES	459.00
194249	BOGGS, DARBI	WSNIA CONFERENCE	PRO ACT TEAM	351.50
194250	BOOT BARN	UNIFORM - LINDBERG	UTIL ADMIN	51.14
	BOOT BARN		UTIL ADMIN	51.14
	BOOT BARN		UTIL ADMIN	51.14
	BOOT BARN		UTIL ADMIN	213.87
194251	BRAKE AND CLUTCH	COALESCING CART	ER&R	257.81
	BRAKE AND CLUTCH		ER&R	515.62
194252	BRANOM INSTRUMENT	POWER SUPPLY	WATER FILTRATION PLANT	433.74
194253	BROOKS, DIANE E	INSTRUCTOR PAYMENT	RECREATION SERVICES	676.80
194254	CANON FINANCIAL	GIS PLOTTER SERVICE	GIS SERVICES IS	267.80
194255	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT	24,666.42
	CASCADE COLUMBIA		WASTE WATER TREATMENT	24,675.17
194256	CENTRAL WELDING SUPP	GLOVES, SAFETY GLASSES	ER&R	1,963.69
194257	CHAMPION BOLT	HITCH PIN - J010	EQUIPMENT RENTAL	31.85
	CHAMPION BOLT	DRILL BITS, BITS - F003	EQUIPMENT RENTAL	266.92
194258	CLEAN CUT TREE & STU	TREE REMOVAL SERVICE	ROADSIDE VEGETATION	656.40
	CLEAN CUT TREE & STU		ROADSIDE VEGETATION	1,422.20
194259	COOP SUPPLY	BALE OF STRAW	SIDEWALK MAINTENANCE	32.80
	COOP SUPPLY	BARBWIRE FENCE REPAIR	SEWER LIFT STATION	32.80
194260	CORE & MAIN LP	METER CLOCK PINS	METER READING	240.68

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194260	CORE & MAIN LP	HYDRANT UPGRADE	HYDRANTS	4,870.66
194261	COUNTRY SUPPLIER	UNIFORM - DAY	UTIL ADMIN	105.00
	COUNTRY SUPPLIER	UNIFORM - BROOKS	UTIL ADMIN	158.62
	COUNTRY SUPPLIER	UNIFORM - PRIMM	UTIL ADMIN	161.88
194262	CRIMINAL JUSTICE	CUSTODY ACADEMY	POLICE TRAINING-FIREARMS	5,892.23
194263	CUDA WASHINGTON	QUARTERLY SERVICE	EQUIPMENT RENTAL	246.15
194264	DEBTBOOK	DEBTBOOK SUBSCRIPTION RENEWAL	COMPUTER SERVICES	7,111.00
194265	DICKS TOWING	TOWING SERVICE	POLICE PATROL	126.36
	DICKS TOWING		POLICE PATROL	189.54
	DICKS TOWING		POLICE PATROL	189.54
	DICKS TOWING		POLICE PATROL	253.87
194266	DOBBS PETERBILT	HEATER CONTROLS	ER&R	269.65
	DOBBS PETERBILT	STEERING DRAGLINK ASSEMBLY - J007	EQUIPMENT RENTAL	527.70
	DOBBS PETERBILT	HEATER CONTROLS	ER&R	588.54
194267	DUNLAP INDUSTRIAL	CUT-OFF GAS SAW	ROADWAY MAINTENANCE	90.33
194268	E&E LUMBER	TARP	SOURCE OF SUPPLY	9.10
	E&E LUMBER	TOWELS, RAGS	TRANSPORTATION	41.32
	E&E LUMBER	GENERATOR BOX INSTALL PARTS	WATER RESERVOIRS	127.86
	E&E LUMBER	LUMBER	SIDEWALK MAINTENANCE	176.68
	E&E LUMBER	WATER LINE VALVE PARTS	WASTE WATER TREATMENT	759.20
194269	EAST JORDAN IRON WOR	VALVE CAN	WATER DIST MAINS	165.24
194270	EMERALD SERVICES INC	OIL SERVICE	EQUIPMENT RENTAL	1,054.10
194271	ENVIRO-CLEAN EQUIP	BUCKLE KITS	ER&R	152.71
	ENVIRO-CLEAN EQUIP	BUCKLE KIT	ER&R	222.85
	ENVIRO-CLEAN EQUIP	CAMERA MONITOR KIT	ER&R	2,720.78
194272	EQUIPMENT SALES CO	LIFT INSPECTION	EQUIPMENT RENTAL	2,134.39
194273	EUROFINS ENVIRONMENT	LAB ANALYSIS	WATER QUAL TREATMENT	20.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	20.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	25.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	440.00
	EUROFINS ENVIRONMENT		WATER QUAL TREATMENT	480.00
194274	EVERETT BAYSIDE	GASKETS, PUMP REPAIR, THERMOSTAT	EQUIPMENT RENTAL	305.67
194275	EVERETT TIRE & AUTO	TIRES	ER&R	723.36
	EVERETT TIRE & AUTO		ER&R	2,893.44
194276	EVIDENT, INC.	EVIDENCE SUPPLIES	GENERAL FUND	-4.70
	EVIDENT, INC.		POLICE PATROL	54.70
194277	FAMILY PET MEDICAL	MOLLY VET FEES	POLICE ADMINISTRATION	32.02
	FAMILY PET MEDICAL	KONA VET FEES	K9 PROGRAM	350.45
	FAMILY PET MEDICAL		K9 PROGRAM	1,495.62
194278	FEDEX	POSTAGE	WASTE WATER TREATMENT	68.94
	FEDEX		SEWER LIFT STATION	106.95
194279	FERRELLGAS	PROPANE TANK RENTAL	ROADWAY MAINTENANCE	43.22
	FERRELLGAS		TRAFFIC CONTROL DEVICES	43.22
	FERRELLGAS	PROPANE	TRAFFIC CONTROL DEVICES	59.35
	FERRELLGAS		ROADWAY MAINTENANCE	59.36
194280	FIRESTONE	TIRES - V069	EQUIPMENT RENTAL	125.84

**CITY OF MARYSVILLE
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CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
194281	FISHERIES SUPPLY	HOLDING TANK TREATMENT	ER&R	111.59
194282	FLAHERTY, JON	WSNIA TRAINING SUMMIT	PRO ACT TEAM	351.50
	FLAHERTY, JON	IACP SAFETY/WEELLNESS CONFERENCE	PRO ACT TEAM	360.00
194283	GALLS, LLC	PATROL UNIFORM PIECES	POLICE PATROL	29.54
	GALLS, LLC		POLICE PATROL	39.38
	GALLS, LLC		POLICE PATROL	128.65
	GALLS, LLC		POLICE PATROL	185.98
	GALLS, LLC		POLICE PATROL	196.73
	GALLS, LLC		POLICE PATROL	322.70
	GALLS, LLC		POLICE PATROL	721.49
	GALLS, LLC	INVESTIGATIONS VEST - UNIFORM	POLICE INVESTIGATION	1,922.62
194284	GANT, CALVIN	REIMBURSEMENT - CDL LICENSE RENEWAL	UTIL ADMIN	136.00
194285	GONZALEZ, RONNEL	REFUND - DEPOSIT RENTAL	GENERAL FUND	250.00
194286	GRAINGER	CREDIT FOR INV 9836059890	WASTE WATER TREATMENT	-54.69
	GRAINGER	STORAGE - SPARES	WASTE WATER TREATMENT	20.54
	GRAINGER	REPLACEMENT TOOLS	WASTE WATER TREATMENT	51.81
	GRAINGER	VFD FILTERS	WATER FILTRATION PLANT	96.75
	GRAINGER	LAB SUPPLIES	WASTE WATER TREATMENT	160.27
	GRAINGER	CCS SUPPLIES	WATER CROSS CNTL	163.56
	GRAINGER	STORAGE	WASTE WATER TREATMENT	171.43
	GRAINGER	PLANT TOOLS	SUNNYSIDE FILTRATION	326.24
	GRAINGER	CLEANER, PAINT PENS, OINTMENT	ER&R	367.79
	GRAINGER	SEASONAL ELECTROLYTE MIX	MAINT OF GENL PLANT	514.40
	GRAINGER	PIPE RACK	WASTE WATER TREATMENT	993.63
	GRAINGER		WATER FILTRATION PLANT	993.64
194287	GREENSHIELDS INDS	CRANE WINCH CABLE - J010	EQUIPMENT RENTAL	58.06
194288	HD FOWLER COMPANY	BOLT KIT, GASKET	SEWER LIFT STATION	148.94
	HD FOWLER COMPANY	STRAPS, JOINT BALLCORP	WATER SERVICE INSTALL	529.49
	HD FOWLER COMPANY	BLOW OFF REPAIR PARTS	WATER DIST MAINS	828.27
	HD FOWLER COMPANY	BENTONITE CETCO	SOURCE OF SUPPLY	841.03
194289	HD SUPPLY	CREDIT FOR INV 9246777626	ER&R	-482.94
	HD SUPPLY		ER&R	-365.64
	HD SUPPLY	HANDLES	ER&R	22.62
	HD SUPPLY	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	62.97
	HD SUPPLY	LAUNDRY SOAP	WASTE WATER TREATMENT	91.71
	HD SUPPLY	PIPE SEALANT, DUSTPAN, DEGREASER SPRAY	ER&R	93.48
	HD SUPPLY	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	97.85
	HD SUPPLY		CUSTODIAL SERVICES	117.62
	HD SUPPLY	DEGREASER	ER&R	141.67
	HD SUPPLY		ER&R	141.67
	HD SUPPLY	LAUNDRY SANITIZER	MAINT OF GENL PLANT	161.67
	HD SUPPLY	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	206.71
	HD SUPPLY	TRASH PICKERS	ER&R	223.96
	HD SUPPLY	PUSH BROOMS	ER&R	292.59
	HD SUPPLY	WASP KILLER SPRAY	ER&R	366.53
	HD SUPPLY	DISPOSABLE TOWELS	ER&R	373.93
	HD SUPPLY	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	945.89
	HD SUPPLY		CUSTODIAL SERVICES	1,018.73
	HD SUPPLY	DEGREASER, TRASH BAGS	ER&R	1,131.93
	HD SUPPLY	JANITORIAL SUPPLIES	CUSTODIAL SERVICES	1,133.03
194290	HEWLETT PACKARD	COPIER SERVICE	PARK & RECREATION FAC	2.18
	HEWLETT PACKARD		FINANCE-GENL	2.90

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194290	HEWLETT PACKARD	COPIER SERVICE	FINANCE-GENL	17.36
	HEWLETT PACKARD		ENGR-GENL	30.73
	HEWLETT PACKARD		FINANCE-GENL	61.20
194291	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	252.50
194292	INDUSTRIAL SCIENTIFIC	GAS MONITOR REPAIR	SEWER LIFT STATION	21.57
	INDUSTRIAL SCIENTIFIC		SEWER LIFT STATION	163.79
	INDUSTRIAL SCIENTIFIC		WASTE WATER TREATMENT	371.96
194293	J2 CLOUD SERVICES	FAX	LEGAL - PROSECUTION	16.43
	J2 CLOUD SERVICES		LEGAL-GENL	16.43
	J2 CLOUD SERVICES		UTILITY BILLING	32.85
	J2 CLOUD SERVICES		CITY CLERK	32.85
	J2 CLOUD SERVICES		COMMUNITY	32.85
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	32.85
	J2 CLOUD SERVICES		WASTE WATER TREATMENT	32.85
	J2 CLOUD SERVICES		EXECUTIVE ADMIN	32.85
	J2 CLOUD SERVICES		POLICE ADMINISTRATION	32.85
	J2 CLOUD SERVICES		RECREATION SERVICES	32.85
	J2 CLOUD SERVICES		POLICE INVESTIGATION	32.85
	J2 CLOUD SERVICES		MUNICIPAL COURTS	32.85
	J2 CLOUD SERVICES		DETENTION & CORRECTION	32.85
	J2 CLOUD SERVICES		PROBATION	32.85
	J2 CLOUD SERVICES		FINANCE-GENL	32.85
	J2 CLOUD SERVICES		UTIL ADMIN	32.85
	J2 CLOUD SERVICES		ENGR-GENL	32.85
	J2 CLOUD SERVICES		PERSONNEL ADMINISTRATION	32.85
	J2 CLOUD SERVICES		WATER DIST MAINS	32.86
	J2 CLOUD SERVICES		COMPUTER SERVICES	32.87
	J2 CLOUD SERVICES		OFFICE OPERATIONS	65.70
	J2 CLOUD SERVICES		MUNICIPAL COURTS	98.56
194294	JALILI, BIJAN	JUDICIAL SERVICE	MUNICIPAL COURTS	185.00
194295	KEATING, BUCKLIN & M	LEGAL SERVICE	RISK MANAGEMENT	3,590.40
	KEATING, BUCKLIN & M		RISK MANAGEMENT	8,728.80
194296	KINDLER, RUSSELL	INSTRUCTOR PAYMENT	RECREATION SERVICES	252.00
194297	KUPRIYANOVA, SVETLANA	INTERPRETER SERVICE	COURTS	210.00
194298	LANGUAGE LINE		POLICE INVESTIGATION	25.57
194299	LASTING IMPRESSIONS	T-SHIRTS, HOODIES	ER&R	1,397.64
	LASTING IMPRESSIONS	HATS	ER&R	2,373.48
194300	LAWSON PRODUCTS, INC	SURFACING DISKS	EQUIPMENT RENTAL	370.22
	LAWSON PRODUCTS, INC	DRILL BITS, SURFACING DISKS	EQUIPMENT RENTAL	1,732.86
194301	LES SCHWAB TIRE CTR	CREDIT FOR INV 32300930628	ER&R	-535.86
	LES SCHWAB TIRE CTR	TIRES	ER&R	535.86
	LES SCHWAB TIRE CTR		ER&R	803.79
	LES SCHWAB TIRE CTR		EQUIPMENT RENTAL	1,362.14
	LES SCHWAB TIRE CTR		EQUIPMENT RENTAL	1,408.46
	LES SCHWAB TIRE CTR		EQUIPMENT RENTAL	1,952.90
194302	LIBERTY TIRE RECY	TIRE DISPOSAL FEE	EQUIPMENT RENTAL	1,320.23
194303	LUMENAL LIGHTING LLC	LIGHTING DIAGNOSTIC TESTING	PARK & RECREATION FAC	10,852.76
194304	MALLORY SAFETY & SUP	DISPOSABLE BOOT COVERS	PERSONNEL ADMINISTRATION	80.33
	MALLORY SAFETY & SUP	TYVEK SUITS	PERSONNEL ADMINISTRATION	403.72
	MALLORY SAFETY & SUP	AVON MASK, CARTRIDGES	POLICE PATROL	2,555.53
194305	MCLOUGHLIN & EARDLEY	LIGHT MOUNT	ER&R	192.99
194306	MCMaster-CARR	GAS SPRINGS, FITTINGS	SEWER LIFT STATION	379.62

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194307	NAPA AUTO PARTS	MAGNETIC TOOL	WASTE WATER TREATMENT	19.20
	NAPA AUTO PARTS	FILTERS - 299	EQUIPMENT RENTAL	57.13
	NAPA AUTO PARTS	LIGHT BULBS - J024	EQUIPMENT RENTAL	69.27
	NAPA AUTO PARTS	PINION SEAL, SERPENTINE BELT - 526	EQUIPMENT RENTAL	113.06
	NAPA AUTO PARTS	FILTERS, WIPER BLADES, BRAKE FLUID	ER&R	402.22
	NAPA AUTO PARTS	FILTERS, LIGHTS, SWITCHES, RELAYS	ER&R	1,714.28
194308	NATIONAL BARRICADE	SIGNPOST	TRANSPORTATION	97.10
194309	NCSI	BACKGROUND SCREENINGS	PERSONNEL ADMINISTRATION	148.00
194310	NCSI		PERSONNEL ADMINISTRATION	407.00
194311	NELSON-REISNER	ENGINE/HYDRAULIC OIL	ER&R	2,128.90
194312	NICDAO, ANGELA	REFUND - RENTAL FEE	PARKS-RECREATION	290.00
194313	NORTH COAST ELECTRIC	PLC TERMINAL BLOCKS	WATER FILTRATION PLANT	232.89
	NORTH COAST ELECTRIC		WATER FILTRATION PLANT	241.75
	NORTH COAST ELECTRIC	PLC INPUT MODULE	WATER FILTRATION PLANT	385.36
194314	OATES, DEREK	CWU, WSU RECRUITING TRIP	POLICE TRAINING-FIREARMS	170.00
194315	OLASON, MONICA	INSTRUCTOR PAYMENT	RECREATION SERVICES	1,702.02
194316	OREILLY AUTO PARTS	FUSES - J064	EQUIPMENT RENTAL	24.16
	OREILLY AUTO PARTS	VALVE COVER - P167	EQUIPMENT RENTAL	108.93
	OREILLY AUTO PARTS	RADIATOR	EQUIPMENT RENTAL	159.83
	OREILLY AUTO PARTS	CONTROL ARM ASSEMBLY - P167	EQUIPMENT RENTAL	163.44
194317	VERTON SAFETY TRAIN	FORKLIFT/Crane CERTIFICATION	EQUIPMENT RENTAL	371.05
	VERTON SAFETY TRAIN		UTIL ADMIN	371.05
	VERTON SAFETY TRAIN		UTIL ADMIN	371.05
	VERTON SAFETY TRAIN		UTIL ADMIN	374.33
	VERTON SAFETY TRAIN		UTIL ADMIN	374.33
	VERTON SAFETY TRAIN		UTIL ADMIN	374.33
	VERTON SAFETY TRAIN		UTIL ADMIN	374.33
	VERTON SAFETY TRAIN		UTIL ADMIN	1,373.67
	VERTON SAFETY TRAIN		UTIL ADMIN	1,373.67
	VERTON SAFETY TRAIN		GENERAL	1,484.19
194318	PACIFIC TOPSOIL	SOIL AND DEBRIS REMOVAL	ROADSIDE VEGETATION	243.00
194319	PALMER, BRANDON	WASPC CONFERENCE	DETENTION & CORRECTION	215.00
194320	PAPE MACHINERY	FUEL FILTERS, CUTTING BLADES	EQUIPMENT RENTAL	736.17
194321	PETROCARD SYSTEMS	FUEL CONSUMED	EQUIPMENT RENTAL	32.14
	PETROCARD SYSTEMS		STORM DRAINAGE	40.61
	PETROCARD SYSTEMS		COMPUTER SERVICES	78.55
	PETROCARD SYSTEMS		ENGR-GENL	111.45
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	165.41
	PETROCARD SYSTEMS		COMMUNITY	174.95
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	201.31
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	203.36
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	218.90
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	256.90
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	296.64
	PETROCARD SYSTEMS		ENGR-GENL	300.84
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	326.85
	PETROCARD SYSTEMS		COMMUNITY	404.06
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,049.86
	PETROCARD SYSTEMS		PARK & RECREATION FAC	2,615.02
	PETROCARD SYSTEMS		GENERAL	3,687.58
	PETROCARD SYSTEMS		GENERAL	5,464.97
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	8,725.91

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 4/15/26 TO 4/15/26

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT DESCRIPTION	ITEM AMOUNT
194321	PETROCARD SYSTEMS	FUEL CONSUMED	POLICE PATROL	12,036.26
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	12,705.13
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	13,523.37
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	14,191.19
	PETROCARD SYSTEMS		POLICE PATROL	15,554.25
194322	PGC INTERBAY LLC	GOLF MAINTENANCE/PROSHOP	MAINTENANCE	22,194.16
	PGC INTERBAY LLC		PRO-SHOP	25,630.02
194323	PHAM, JOSEPH	INTERPRETER SERVICE	COURTS	177.55
194324	PLATT ELECTRIC	HYPO PUMP SHELF SUPPLIES	WATER FILTRATION PLANT	94.49
194325	PNG MEDIA LLC	MARKETING	HOTEL/MOTEL PARKS	1,170.00
194326	POLICE & SHERIFFS PR	ID BADGE	GENERAL FUND	-1.88
	POLICE & SHERIFFS PR		POLICE ADMINISTRATION	21.88
194327	PRIMO BRANDS	WATER COOLER RENTAL	SEWER MAIN COLLECTION	64.71
	PRIMO BRANDS		WASTE WATER TREATMENT	130.78
	PRIMO BRANDS	WATER SERVICE	RECREATION SERVICES	261.80
194328	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	50.57
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	50.57
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	50.57
	PUD	ACCT #205481823	GOLF ADMINISTRATION	50.57
	PUD	ACCT #201346665	SEWER LIFT STATION	51.53
	PUD	ACCT #201142155	TRANSPORTATION	71.26
	PUD	ACCT #202294245	SEWER LIFT STATION	90.80
	PUD	ACCT #204829691	STREET LIGHTING	90.88
	PUD	ACCT #200660439	STREET LIGHTING	97.57
	PUD	ACCT #203996343	STREET LIGHTING	98.04
	PUD	ACCT #224411843	PARK & RECREATION FAC	106.23
	PUD	ACCT #221610405	STREET LIGHTING	122.44
	PUD	ACCT #201909637	SEWER LIFT STATION	142.50
	PUD	ACCT #203291216	GENERAL	150.80
	PUD	ACCT #220020531	STREET LIGHTING	189.92
	PUD	ACCT #200812808	PUMPING PLANT	322.62
	PUD	ACCT #200021871	RECREATION SERVICES	695.28
	PUD	ACCT #202461554	SEWER LIFT STATION	787.28
194329	PUD	1049 STATE AVE	NON-DEPARTMENTAL	1,138.39
194330	PUGET SOUND ENERGY	ACCT #200007781657	GOLF ADMINISTRATION	141.88
	PUGET SOUND ENERGY	ACCT #220015485380	OPERA HOUSE	152.27
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	205.69
	PUGET SOUND ENERGY	ACCT #220015485703	OPERA HOUSE	210.14
	PUGET SOUND ENERGY	ACCT #220026412746	NON-DEPARTMENTAL	222.00
	PUGET SOUND ENERGY	ACCT #220015485349	OPERA HOUSE	239.82
	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	459.48
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	588.24
	PUGET SOUND ENERGY	ACCT #200004804056	RECREATION SERVICES	603.64
	PUGET SOUND ENERGY	ACCT #220026419946	NON-DEPARTMENTAL	992.36
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	2,399.39
194331	REDWOOD TOXICOLOGY	UA TESTING	PROBATION	268.09
194332	REECE TRUCKING	BARK/MULCH FOR 528 PROJECT	ROADSIDE VEGETATION	26.23
	REECE TRUCKING		ROADSIDE VEGETATION	163.95
	REECE TRUCKING		ROADSIDE VEGETATION	192.99
	REECE TRUCKING		ROADSIDE VEGETATION	327.90
	REECE TRUCKING		ROADSIDE VEGETATION	491.85
	REECE TRUCKING	SAND, DRAIN ROCK, TOPSOIL	WATER DIST MAINS	574.44

DATE: 4/15/2026
TIME: 2:24:27PM

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
194332	REECE TRUCKING	BARK/MULCH FOR 528 PROJECT	ROADSIDE VEGETATION	1,462.92
194333	RETIREMENT SYSTEMS	OLD AGE/SURVIVOR INSURANCE 2025	PERSONNEL ADMINISTRATION	183.93
194334	RUTKOWSKI, SIERRA	REIMBURSEMENT - MILEAGE	PERSONNEL ADMINISTRATION	129.56
194335	RWC INTERNATIONAL	RADIATOR COOLANT TANK	EQUIPMENT RENTAL	561.45
	RWC INTERNATIONAL	FUEL FILTERS/COOLANT	ER&R	934.73
194336	SANMIGUEL, SHELLEY	WSNIA CONFERENCE	PRO ACT TEAM	351.50
194337	SCHNEIDER, P DIANE	INTERPRETER SERVICE	COURTS	168.13
194338	SCORE	VIRTUAL COURT ADMIN FEE	DETENTION & CORRECTION	525.00
	SCORE	INMATE HOUSING - MARCH	DETENTION & CORRECTION	9,747.78
194339	SHI INTERNATIONAL	TOGGL RENEWAL	COMPUTER SERVICES	3,722.47
194340	SIRCHIE	EVIDENCE SUPPLIES	POLICE PATROL	143.13
194341	SISKUN POWER EQUIPMENT	LATE FEE - INV 489860	EQUIPMENT RENTAL	2.25
	SISKUN POWER EQUIPMENT	LATE FEE - INV 489446	EQUIPMENT RENTAL	4.02
	SISKUN POWER EQUIPMENT	PARTS FOR 899P	EQUIPMENT RENTAL	204.37
194342	SIX ROBBLEES INC	CREDIT FOR INV 14P57959	EQUIPMENT RENTAL	-58.88
	SIX ROBBLEES INC	BEARING CUPS/KIT, LICENSE PLATE LIGHT	EQUIPMENT RENTAL	84.46
	SIX ROBBLEES INC	TANDEM AXLE FENDER - F003	EQUIPMENT RENTAL	137.89
	SIX ROBBLEES INC	COMPLETE HUB KIT - F004	EQUIPMENT RENTAL	191.75
194343	SKAGIT CANINE CLUB	BOARDING FOR CHARLIE	K9 PROGRAM	300.00
194344	SMARSH INC	MESSAGE ARCHIVING	COMMUNITY	7.85
	SMARSH INC		YOUTH SERVICES	7.85
	SMARSH INC		CRIME PREVENTION	7.85
	SMARSH INC		PROPERTY TASK FORCE	7.85
	SMARSH INC		GENERAL	7.85
	SMARSH INC		EQUIPMENT RENTAL	7.85
	SMARSH INC		FACILITY MAINTENANCE	7.85
	SMARSH INC		ENGR-GENL	15.70
	SMARSH INC		CITY COUNCIL	15.70
	SMARSH INC		FINANCE-GENL	15.70
	SMARSH INC		RECREATION SERVICES	15.70
	SMARSH INC		UTILITY BILLING	15.70
	SMARSH INC		SEWER MAIN COLLECTION	15.70
	SMARSH INC		MUNICIPAL COURTS	23.55
	SMARSH INC		CITY CLERK	23.55
	SMARSH INC		PERSONNEL ADMINISTRATION	23.55
	SMARSH INC		POLICE COMMUNITY	31.40
	SMARSH INC		CUSTODIAL SERVICES	31.40
	SMARSH INC		COMMUNITY	39.25
	SMARSH INC		GIS SERVICES IS	39.25
	SMARSH INC		LEGAL - PROSECUTION	47.10
	SMARSH INC		OFFICE OPERATIONS	47.10
	SMARSH INC		PARK & RECREATION FAC	47.10
	SMARSH INC		POLICE COMMUNITY	47.10
	SMARSH INC		WATER QUAL TREATMENT	54.95
	SMARSH INC		STORM DRAINAGE	54.95
	SMARSH INC		GENERAL	102.05
	SMARSH INC		POLICE INVESTIGATION	109.90
	SMARSH INC		DETENTION & CORRECTION	109.90
	SMARSH INC		EXECUTIVE ADMIN	117.75
	SMARSH INC		POLICE ADMINISTRATION	117.75
	SMARSH INC		WASTE WATER TREATMENT	117.75
	SMARSH INC		SOLID WASTE CUSTOMER	133.45

CITY OF MARYSVILLE
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
194344	SMARSH INC	MESSAGE ARCHIVING	UTIL ADMIN	149.15
	SMARSH INC		ENGR-GENL	188.40
	SMARSH INC		COMPUTER SERVICES	440.99
	SMARSH INC		POLICE PATROL	541.65
194345	SMOKEY POINT CONCRETE	SIDEWALK REPAIRS	SIDEWALK MAINTENANCE	1,624.58
	SMOKEY POINT CONCRETE		SIDEWALK MAINTENANCE	2,570.90
194346	SOLINST CANADA LTD	CARRY CASE, WATER LEVEL METER	SOURCE OF SUPPLY	1,578.62
194347	SOUND SAFETY	UNIFORM - HARRIS	UTIL ADMIN	250.00
194348	SUPERIOR RESTROOMS	PORTABLE RESTROOM RENTAL	WATER DIST MAINS	71.11
	SUPERIOR RESTROOMS	PORTABLE RESTROOM	PARK & RECREATION FAC	475.54
194349	SWANK MOTION PICTURE	MOVIE - BEETLEJUICE	RECREATION SERVICES	165.00
194350	TESSCO INC	UHF MALE CRIMP TYPE PL259	ER&R	407.41
194351	THOMSON REUTERS	ONLINE/SOFTWARE SUBSCRIPTION CHARGES	LEGAL-GENL	961.98
	THOMSON REUTERS		LEGAL - PROSECUTION	961.98
194352	TRANSPORTATION, DEPT	TOLL LANE CHARGES - J045	UTIL ADMIN	15.00
	TRANSPORTATION, DEPT	TOLL LANE CHARGES - V029	UTIL ADMIN	43.50
194353	TRITON GROUP EHM	PROFESSIONAL SERVICE	PROBATION	492.35
	TRITON GROUP EHM		PROBATION	749.50
194354	TXLEY INC	CUSTODY SUPPLIES	DETENTION & CORRECTION	49.22
	TXLEY INC		DETENTION & CORRECTION	1,103.39
194355	UTILITIES UNDERGROUND	EXCAVATION NOTIFICATION - MARCH 2026	UTILITY LOCATING	948.06
194356	VEOLIA WATER TECH	UV MAINTENANCE	WASTE WATER TREATMENT	2,324.75
194357	VERIZON	WIRELESS SERVICE	POLICE ADMINISTRATION	20.88
	VERIZON		PURCHASING/CENTRAL	30.52
	VERIZON		SEWER MAIN COLLECTION	40.01
	VERIZON		POLICE COMMUNITY	60.03
	VERIZON		FINANCE-GENL	78.08
	VERIZON		EQUIPMENT RENTAL	99.64
	VERIZON		POLICE PATROL	140.05
	VERIZON	WIRELESS MODEMS	POLICE COMMUNITY	154.65
	VERIZON	WIRELESS SERVICE	WATER QUAL TREATMENT	158.04
	VERIZON		EXECUTIVE ADMIN	162.14
	VERIZON		MUNICIPAL COURTS	195.20
	VERIZON		SEWER MAIN COLLECTION	261.78
	VERIZON		LEGAL - PROSECUTION	273.28
	VERIZON		COMMUNITY	318.74
	VERIZON		FACILITY MAINTENANCE	373.55
	VERIZON		COMPUTER SERVICES	421.43
	VERIZON		PARK & RECREATION FAC	467.30
	VERIZON		RECREATION SERVICES	467.30
	VERIZON		WATER SUPPLY MAINS	560.20
	VERIZON		SOLID WASTE CUSTOMER	605.65
	VERIZON		STORM DRAINAGE	844.07
	VERIZON		GENERAL	1,101.54
	VERIZON		ENGR-GENL	1,812.52
	VERIZON		UTIL ADMIN	2,248.38
194358	VESTIS GROUP INC.	UNIFORM CLEANING, SHOP RENTALS	EQUIPMENT RENTAL	27.44
	VESTIS GROUP INC.		EQUIPMENT RENTAL	27.44
	VESTIS GROUP INC.		EQUIPMENT RENTAL	27.44
	VESTIS GROUP INC.		EQUIPMENT RENTAL	50.96
	VESTIS GROUP INC.		EQUIPMENT RENTAL	50.96
	VESTIS GROUP INC.		EQUIPMENT RENTAL	50.96

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CITY OF MARYSVILLE
INVOICE LIST
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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
194359	VESTIS GROUP INC.	CUSTODIAL CLEANING, MCC RENTALS	CUSTODIAL SERVICES	45.01
	VESTIS GROUP INC.		CUSTODIAL SERVICES	180.00
194360	VESTIS GROUP INC.	LINEN SERVICE	OPERA HOUSE	162.51
194361	WA AUDIOLOGY SRVCS	ANNUAL AUDIOLOGY VISIT	PERSONNEL ADMINISTRATION	5,422.00
194362	WATCH SYSTEMS	COMMUNITY MAILER NOTIFICATIONS	POLICE INVESTIGATION	1,272.29
194363	WESTERN EQUIPMENT	PULLEY-IDLER - W023	EQUIPMENT RENTAL	197.64
	WESTERN EQUIPMENT	BLADE SERVICE PACKS - W023	EQUIPMENT RENTAL	1,974.97
194364	WET RABBIT EXPRESS	CAR WASHES - POLICE	POLICE PATROL	489.60
194365	WHISTLE WORKWEAR	UNIFORM - HOLADAY	UTIL ADMIN	264.09
194366	WHITE CAP	FORM BOARD PINS	SIDEWALK MAINTENANCE	107.88
	WHITE CAP	EXPANSION FIBER	SIDEWALK MAINTENANCE	193.20
	WHITE CAP	BOTTLED WATER	MAINT OF GENL PLANT	891.39
194367	WHITNEY EQUIPMENT CO	REAGENT SET	SUNNYSIDE FILTRATION	735.17

WARRANT TOTAL: **834,793.08**

FAMILY PET MEDICAL & SURGERY	INITIATOR ERROR	194047	3,408.01
GENERAL PACIFIC, INC.	INITIATOR ERROR	194055	599.51

REASON FOR VOIDS:

INITIATOR ERROR

WARRANT TOTAL: **\$830,785.56**

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

Agenda Bill

AGENDA ITEM NO. 8.

DATE: April 27, 2026

SUBMITTED BY: Jeff Laycock, Engineering Services Director

PRESENTED BY: Jeff Laycock, Engineering Services Director

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT:

Amendment to the Water Quality Puget Sound Nutrient Reduction Grant Agreement with the Department of Ecology

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute Amendment No. 1 to the Water Quality Puget Sound Nutrient Reduction Grant (WQPSNR-2021-MaryPW-00001) with the Department of Ecology.

SUMMARY:

On July 10, 2023, Council approved an agreement with the Department of Ecology (DOE) in the amount of \$113,445 to provide funding to assist in the planning, implementation and management of Wastewater Treatment Plant nutrient discharge activities, identified in the Puget Sound Nutrient General Permit. Work under this grant has been completed with a reimbursement to DOE totaling \$81,196.83. This amendment is required by DOE to de-obligate \$32,248.17 in grant funds in order to match the amount of reimbursement requested by the City.

ATTACHMENTS:

Amendment 1 - WQPSNR-2021-MaryPW-00001, Original Grant Agreement



**AMENDMENT NO. 1
TO AGREEMENT NO. WQPSNR-2021-MaryPW-00001
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 Puget Sound Nutrient Reduction Grant (PROJECT).

The purpose of this amendment is to deobligate unused funds remaining at agreement closeout.

- 1) The Scope of Work remains the same.
- 2) The Completion/Expiration Date remains the same.
- 3) Modify the budget to decrease Grant (EG230172) in the amount of \$32,248.17 from \$113,445.00 to \$81,196.83, to deobligate unused funds.
- 4) Modify the budget to change task fund distributions as follows:
 - Task 1 decreases by \$5,672.00, from \$5,672.00 to \$0.
 - Task 2 decreases by \$26,576.17, from \$107,773.00 to \$81,196.83.
 - Task 3 remains \$0.

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

Total Eligible Cost:

Original: 113,445.00 Amended: 81,196.83

CHANGES TO SCOPE OF WORK

Task Number: 1 Task Cost: \$0.00

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; the EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page outcome summary report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project;

and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.
- * Properly maintained project documentation.

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	
1.3	Two-page Outcome Summary Report	

CHANGES TO SCOPE OF WORK

Task Number: 2 Task Cost: \$81,196.83

Task Title: Nutrient General Permit Implementation

Task Description:

The RECIPIENT will conduct work related to implementation of the Puget Sound Nutrient General Permit.

Work funded under this task may include:

- Staff time, equipment, supplies, training, or other expenses related to meeting permit requirements and reducing nutrient discharges.
- Monitoring and laboratory analysis.
- Preparation of the Nitrogen Optimization Plan, the Nutrient Reduction Evaluation, or the AKART analysis.
- Implementation of an optimization strategy.
- Equipment purchases over \$10,000 must be pre-approved by ECOLOGY.

If the RECIPIENT is out of compliance with the Puget Sound Nutrient General Permit, the RECIPIENT will ensure funds are used to attain compliance where applicable.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the nutrients delivered to the Puget Sound by implementing measures required by the Puget Sound Nutrient General Permit.

Task Expected Outcome:

The RECIPIENT will implement measures required by the Puget Sound Nutrient General Permit.

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed.	

CHANGES TO THE BUDGET

Funding Distribution EG230172

Funding Title: Puget Sound Nutrient Reduction Grant 2021

Funding Type: Grant

Funding Effective Date: 07/01/2021

Funding Expiration Date: 12/31/2025

Funding Source:

Title: Puget Sound Nutrient Reduction

Fund: FD

Type: State

Funding Source %: 100%

Description: The Puget Sound Nutrient Reduction Grant Program provides grants to specific wastewater treatment facilities that discharge to Puget Sound. The grants are provided for planning and/or process efficiencies for meeting requirements of the Puget Sound Nutrient General Permit.

Approved Indirect Costs Rate: Approved State Indirect: 30 %
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Puget Sound Nutrient Reduction Grant 2021	Task Total
Grant and Loan Administration	\$ 0.00
Nutrient General Permit Implementation	\$ 81,196.83
Cultural Resource Review	\$ 0.00

Total: \$ 81,196.83

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Puget Sound Nutrient Reduction Grant 2021	0 %	\$ 0.00	\$ 81,196.83	\$ 81,196.83
Total		\$ 0.00	\$ 81,196.83	\$ 81,196.83



Agreement No. WQPSNR-2021-MaryPW-00001

WATER QUALITY PUGET SOUND NUTRIENT REDUCTION 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:	Puget Sound Nutrient Reduction Grant
Total Cost:	\$113,445.00
Total Eligible Cost:	\$113,445.00
Ecology Share:	\$113,445.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	12/31/2025
Project Type:	Wastewater Facility

Project Short Description:

This project will assist Puget Sound Nutrient Permittees in planning, implementation or management of nutrient discharge reduction identified in the Puget Sound Nutrient General Permit.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing nutrients discharged to Washington waters of the Salish Sea.

State of Washington Department of Ecology

Agreement No: WQPSNR-2021-MaryPW-00001

Project Title: Puget Sound Nutrient Reduction Grant

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: 80 Columbia Ave.
Marysville, WA 98270

Physical Address: 80 Columbia Ave.
Marysville, Washington 98270

Contacts

Agreement No: WQPSNR-2021-MaryPW-00001

Project Title: Puget Sound Nutrient Reduction Grant

Recipient Name: City of Marysville - Public Works Department

Project Manager	Adam Benton Project Engineer 80 Columbia Avenue Marysville, Washington 98270 Email: abenton@marysvillewa.gov Phone: (360) 363-8283
Billing Contact	Adam Benton Project Engineer 80 Columbia Avenue Marysville, Washington 98270 Email: abenton@marysvillewa.gov Phone: (360) 363-8283
Authorized Signatory	Jeff Laycock Public Works Director 80 Columbia Ave Marysville, Washington 98270 Email: jlaycock@marysvillewa.gov Phone: (360) 363-8274

State of Washington Department of Ecology

Agreement No: WQPSNR-2021-MaryPW-00001

Project Title: Puget Sound Nutrient Reduction Grant

Recipient Name: City of Marysville - Public Works Department

ECOLOGY INFORMATION

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

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Veronica Bridges PO Box 47600 Olympia, Washington 98504-7600 Email: VEBR461@ecy.wa.gov Phone: (564) 669-3842
Financial Manager	Veronica Bridges PO Box 47600 Olympia, Washington 98504-7600 Email: VEBR461@ecy.wa.gov Phone: (564) 669-3842
Technical Advisor	Adrien Carroll-Perkins PO Box 47600 Olympia, Washington 98504-7600 Email: ADCA461@ecy.wa.gov Phone: (360) 870-7424

State of Washington Department of Ecology

Agreement No: WQPSNR-2021-MaryPW-00001

Project Title: Puget Sound Nutrient Reduction Grant

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: 
On behalf of:
2BCA6B80046746E

DocuSigned by:
By: 
278A8D8A087C439...

Vincent McGowan, P.E.

Date

Water Quality

8/3/2023

Program Manager

Jeff Laycock

Date

Public Works Director

8/3/2023

Template Approved to Form by
Attorney General's Office

State of Washington Department of Ecology
Agreement No: WQPSNR-2021-MaryPW-00001
Project Title: Puget Sound Nutrient Reduction Grant
Recipient Name: City of Marysville - Public Works Department

Jon Nehring

DocuSigned by:
Jon Nehring
A8AE51528DE9478...

Mayor

Date
8/3/2023

State of Washington Department of Ecology

Agreement No: WQPSNR-2021-MaryPW-00001

Project Title: Puget Sound Nutrient Reduction Grant

Recipient Name: City of Marysville - Public Works Department

SCOPE OF WORK

Task Number: 1

Task Cost: \$5,672.00

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; the EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page outcome summary report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.

* Properly maintained project documentation.

Grant and Loan Administration**Deliverables**

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	
1.3	Two-page Outcome Summary Report	

State of Washington Department of Ecology

Agreement No: WQPSNR-2021-MaryPW-00001

Project Title: Puget Sound Nutrient Reduction Grant

Recipient Name: City of Marysville - Public Works Department

SCOPE OF WORK

Task Number: 2

Task Cost: \$107,773.00

Task Title: Nutrient General Permit Implementation

Task Description:

The RECIPIENT will conduct work related to implementation of the Puget Sound Nutrient General Permit.

Work funded under this task may include:

- Staff time, equipment, supplies, training, or other expenses related to meeting permit requirements and reducing nutrient discharges.
- Monitoring and laboratory analysis.
- Preparation of the Nitrogen Optimization Plan, the Nutrient Reduction Evaluation, or the AKART analysis.
- Implementation of an optimization strategy.
- Equipment purchases over \$10,000 must be pre-approved by ECOLOGY.

If the RECIPIENT is out of compliance with the Puget Sound Nutrient General Permit, the RECIPIENT will ensure funds are used to attain compliance where applicable.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the nutrients delivered to the Puget Sound by implementing measures required by the Puget Sound Nutrient General Permit.

Task Expected Outcome:

The RECIPIENT will implement measures required by the Puget Sound Nutrient General Permit.

Nutrient General Permit Implementation**Deliverables**

Number	Description	Due Date
2.1	Documentation of tasks completed.	

State of Washington Department of Ecology

Agreement No: WQPSNR-2021-MaryPW-00001

Project Title: Puget Sound Nutrient Reduction Grant

Recipient Name: City of Marysville - Public Works Department

SCOPE OF WORK

Task Number: 3

Task Cost: \$0.00

Task Title: Cultural Resource Review

Task Description:

If any optimization strategies implemented from Task 2 include above and below ground disturbance activities, such as but not limited to, ground disturbing BMP installations, site prep work, geotechnical work, the RECIPIENT will ensure the following items are completed and provide the associated deliverables to ECOLOGY.

A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.
2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

Task Goal Statement:

If needed based on optimization strategies implemented from Task 2, the RECIPIENT will complete all cultural reviews in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, rules, and regulations for state funded projects.

Agreement No: WQPSNR-2021-MaryPW-00001

Project Title: Puget Sound Nutrient Reduction Grant

Recipient Name: City of Marysville - Public Works Department

Cultural Resource Review**Deliverables**

Number	Description	Due Date
3.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
3.2	Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	

State of Washington Department of Ecology

Agreement No: WQPSNR-2021-MaryPW-00001

Project Title: Puget Sound Nutrient Reduction Grant

Recipient Name: City of Marysville - Public Works Department

BUDGET**Funding Distribution EG230172**

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: Puget Sound Nutrient Reduction Grant 2021 Funding Type: Grant

Funding Effective Date: 07/01/2021 Funding Expiration Date: 12/31/2025

Funding Source:

Title: Puget Sound Nutrient Reduction

Fund: FD

Type: State

Funding Source %: 100%

Description: The Puget Sound Nutrient Reduction Grant Program provides grants to specific wastewater treatment facilities that discharge to Puget Sound. The grants are provided for planning and/or process efficiencies for meeting requirements of the Puget Sound Nutrient General Permit.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

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

Puget Sound Nutrient Reduction Grant 2021	Task Total
Grant and Loan Administration	\$ 5,672.00
Nutrient General Permit Implementation	\$ 107,773.00
Cultural Resource Review	\$ 0.00

Total: \$ 113,445.00

State of Washington Department of Ecology

Agreement No: WQPSNR-2021-MaryPW-00001

Project Title: Puget Sound Nutrient Reduction Grant

Recipient Name: City of Marysville - Public Works Department

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Puget Sound Nutrient Reduction Grant 2021	0.00 %	\$ 0.00	\$ 113,445.00	\$ 113,445.00
Total		\$ 0.00	\$ 113,445.00	\$ 113,445.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS**Water Quality Puget Sound Nutrient Reduction Grant Special Terms and Conditions**

A. Electronic Fund Transfers: Payment will be issued 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 or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

B. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

C. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

D. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

E. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

F. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this

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Recipient Name: City of Marysville - Public Works Department

agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

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 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.

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

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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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- 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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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.

State of Washington Department of Ecology

Agreement No: WQPSNR-2021-MaryPW-00001

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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. 9.

DATE: April 27, 2026

SUBMITTED BY: Heide Brillantes, Finance Director

PRESENTED BY: Heide Brillantes, Finance Director

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT:

Supplemental Agreement No. 3 to the Professional Services Agreement for Banking Services with KeyBank National Association

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute the Supplemental Agreement No. 3 to the professional services agreement for banking services with KeyBank National Association

SUMMARY:

In May, 2017, the City of Marysville entered into a professional services agreement with KeyBank National Association for banking and cash management services. The City entered into Supplemental Agreement No. 1 in 2020 and Supplemental Agreement No. 2 in 2023 to extend the original agreement. Supplemental Agreement No. 2 expires on May 14, 2026. The attached supplemental agreement (Supplemental Agreement No. 3) extends the agreement for three years until May 14, 2029, and maintains the same rates and fees as the original agreement.

ATTACHMENTS:

Supplement Agreement No. 3 to the Professional Services Agreement for Banking Services with KeyBank National Association, Original Agreement for Reference

**SUPPLEMENTAL AGREEMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND KEYBANK, NATIONAL ASSOCIATION**

THIS SUPPLEMENTAL AGREEMENT NO. 3 (“Supplemental Agreement No. 3”) 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 KeyBank, National Association, a national banking association (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for banking services (the “Original Agreement”), said Original Agreement being dated May 15, 2017; 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 2 of the Original Agreement, “TERM”, is amended to provide that the term will terminate at midnight on May 14, 2029.

2. Section 6.1 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:

KEYBANK NATIONAL ASSOCIATION
Anthony Pass, Senior Vice President (SVP) Public Sector Relationship Manager
1301 5th Ave.
Seattle, WA 98101

3. Each and every provision of the Original Agreement for Professional Services dated May 15, 2017, 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

KEYBANK NATIONAL ASSOCIATION

By _____

Anthony Pass

Its: Senior Vice President (SVP) Public
Sector Relationship Manager

ATTEST/AUTHENTICATED:

Chari Taber, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND KEYBANK NATIONAL ASSOCIATION**

THIS AGREEMENT ("Agreement") is made and entered into this 8th day of May, 2017, by and between the City of Marysville, a Washington State municipal corporation ("City"), and KeyBank National, a national banking association organized under the laws of the United States of America, located and doing business at 127 Public Square, Cleveland Ohio 44114 ("Consultant").

In consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached Exhibit A, incorporated herein by this reference (the "Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.
2. **TERM.** The term of this Agreement shall commence on May 15, 2017 and shall terminate at midnight on May 14, 2020. The parties may extend for two additional three year terms 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 Proposal for Banking Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed costs stated in the attached exhibits 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, subject to all terms and conditions set forth in Section 8 of the CMS Master Agreement (as hereinafter defined), 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.

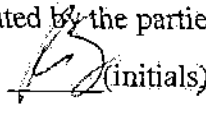
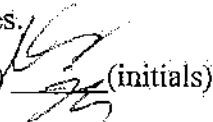
4.6 INDEMNITY.

a. **Indemnification and Hold Harmless.** Subject to all of the terms and conditions set forth in Section 8 of the CMS Master Agreement. 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, directly arising out of or resulting from the gross negligence or willful misconduct 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.

 (initials)  (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) 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.
- (2) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (3) Consultants Errors or Omissions or Professional Liability.
- (4) Bankers Professional Liability Insurance with All Risk Coverage.
- (5) Electric Funds Transfer and Computer Fraud Insurance.
- (6) Directors & Officers Liability Insurance.

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

- (1) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (2) Consultants Errors or Omissions or Professional Liability insurance shall be written with limits no less than \$10,000,000 per occurrence.
- (3) Bankers Professional Liability Insurance with All Risk Coverage shall be written with limits no less than \$10,000,000 per occurrence.
- (4) Electric Funds Transfer and Computer Fraud Insurance shall be written with limits no less than \$10,000,000 per occurrence.
- (5) Directors & Officers Liability Insurance shall be written with limits no less than \$10,000,000 per occurrence.

e. **Other Insurance Provision.** To the extent possible, the Consultant's 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.

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

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

4.9 INDEPENDENT CONTRACTOR.

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

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

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

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

4.10 EMPLOYMENT.

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

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) any and all claims that may or might arise under the Workman's Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial

Retirement System (JRS), or otherwise. *(Please 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 or in Section 13 of the CMS Master Agreement, 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. Except as provided in Section 13 of the CMS Master Agreement 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, Assistant Finance Director/City Clerk
1049 State Avenue
Marysville, WA 98270

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

KEYBANK NATIONAL ASSOCIATION

Robbi Stedman Vice President
1301 5th Ave
Seattle, WA 98101

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, and the Consultant's Cash Management Services Master Agreement (together with exhibits, attachments, and addenda, the "CMS Master Agreement") and the related Automated Clearing House Debit Protection EPA Service Schedule, ACH Direct Service Schedule, Automated Clearing House Electronic Data Interchange Service Schedule, Positive Pay Service Schedule, Key Capture Service Schedule, Wire Transfer Service Schedule, Key Image Cash Letter Service Schedule, Key2Prepaid Client Services Agreement, Universal Payment Indemnification Code Service Schedule (together with exhibits, attachments, and addenda, collectively, the "Service Schedules") and Deposit Account Agreement and Funds Availability Policy ("Deposit Account Agreement"), 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. To the extent there is any conflict among this Agreement, on the one hand, and the CMS Master Agreement or the Service Schedules, on the other, the terms of this Agreement shall control. To the extent there is any conflict between this Agreement, on the one hand, and the Deposit Account Agreement, on the other, the terms of the Deposit Account Agreement shall control. Notwithstanding anything to the contrary set forth in the CMS Master Agreement and Service Schedules, this Agreement, each of the CMS Master Agreement and Service Schedules shall be governed by the laws of the State of Washington (without regard for conflict of law rules) and applicable federal law, but with respect to all fees and charges related to your Accounts and the Services (each as defined in the CMS Master Agreement), federal law alone shall control.

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.

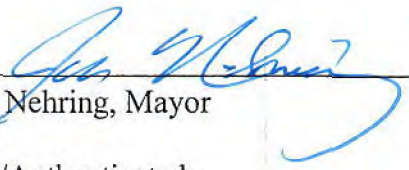
6.10 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

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.

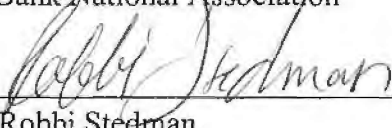
DATED this 8 day of May, 2017.

CITY OF MARYSVILLE

KeyBank National Association

By: 

Jon Nehring, Mayor

By: 

Robbi Stedman

Vice President

Attested/Authenticated:



April O'Brien, Deputy City Clerk

Approved as to form:



Jon Walker, City Attorney

Forms

Services

RELATED SERVICES:

ESSMENT

10,073,227

0.0000

-

ORY SERVICES:

MAINTENANCE	8	10.0000	80.00
CENTER DEPOSIT	2	1.0000	1.67
POSIT	125	1.0000	124.67
POSIT PAPER	1	1.0000	1.00
OSTED - OTHER	1	0.0000	-
CORRECTION - NON CASH	1	7.0000	9.80
ER ACCOUNT MAINTENANCE	1	10.0000	10.00
IDIARY ACCOUNT MAINTENANCE	2	10.0000	19.17
TRANSACTION	37.41666667	0.0000	-
- CHARGEBACK	5	3.0000	15.82
- RECLEAR	7	2.0000	13.17
- RECLEAR SVC	1	0.0000	-
DEPOSIT UN-ENCODED ITEMS	134	0.0500	6.70
DEPOSIT UN-ENCODED ITEMS	1,245	0.0500	62.26
DEPOSIT FOREIGN ITEMS	1	3.0000	3.00
OSTED - ELECTRONIC	32	0.0000	-
POSTED - ELECTRONIC	289	0.0000	-
ACCT STMT	8	0.0000	-
MANUAL <=12 MONTHS	1	25.0000	25.00
P PAY	1	5.0000	5.00
SSION MAINTENANCE	1	0.0000	-

CKS PD-IS FRONT IMG	776	0.0000	-
CKS PD-IS FRT BK IMG	41	0.0000	-

SPECIAL DEPOSITS - CASH VAULT:

CORRECTION - CASH	1	0.0000	-
N DEP/\$100-BKG CTR	30	0.0020	0.06
N DEP/\$100-VLT	1,315	0.0010	1.31
CONDITIONING-SURCHG-VAULT	2	0.0000	-
-DEPOSIT BAGS	2	0.0000	-
-DEPOSIT BAGS	1	0.0000	-
-DEPOSIT TICKETS	1	0.0000	-
IFICATION-DON OR RECEIPT-VLT	91	1.0000	90.92

ACH SERVICES:

TE/REVERSAL	1	25.0000	25.00
URN ITEM	2	2.0000	3.75
THLY MAINTENANCE	2	25.0000	50.00
T-FILE	2	10.0000	19.17
T-FILE	5	10.0000	54.17
IFICATION OF CHANGE (NOC)	1	2.0000	2.00
ANDARD REPORTS	2	10.0000	16.36
SUMER ON US CREDITS	96	0.0800	7.70
SUMER OFF US CREDITS	564	0.0800	45.11
SUMER ON US DEBITS	46	0.0800	3.65
SUMER OFF US DEBITS	217	0.0800	17.36
DIT RECEIVED ITEM	1	0.0800	0.08
DIT RECEIVED ITEM	286	0.0800	22.85
T RECEIVED ITEM	34	0.0800	2.75

TRANSFER:

THLY MAINT BASIC	1	25.0000	25.00
IRE OUT - DOMESTIC	2	20.0000	30.00
IRE OUT - DOMESTIC	2	20.0000	37.14
IRE BOOK DEBIT	1	25.0000	25.00
S DOMESTIC WIRE	3	11.0000	34.00

ND ORDER TEMP STORE	2	0.0000	-
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RECONCILIATION:

POSITIVE PAY-ISSUE MATCH	783	0.0200	15.65
INPUT FILE-TRANS	5	10.0000	46.67
PPAY MAINT PAPERRPT	2	25.0000	50.00
PPAY INPUT PER ITEM	783	0.0350	27.39
CANCEL ITEMS	7	0.0000	-
CANCEL ITEMS	2	0.0000	-
MAINT-NO RECON	1	0.0000	-
NO RECON INPUT ITEM	45	0.0200	0.91
POSITIVE PAY MAINT	2	10.0000	20.00
PAY EXCEPTIONS	1	0.0000	-
POSITIVE PAY RETURN-OTHER	1	0.0000	-

NOTIFICATION SERVICES:

POSITIVE PAY NOTIF	42	0.0000	-
ISSUE NOT RECD NOTIF	22	0.0000	-
ISSUE POSTED NOTIF	7	0.0000	-
ISSUE RECD NOTIF	6	0.0000	-
NEW SUBSCRIPTION	1	0.0000	-
MAINT	1	25.0000	25.00
ACCOUNT	2	25.0000	50.00
ITEM STORED	556	0.0500	27.79
SEARCH ITEM	5	0.0000	-
IMAGE ACCESS	2	0.0000	-
DISACTION HISTORY	2	0.0000	-

ARCHIVE-90 DAYS	757	0.0000	-
MAINTENANCE CPO	2	12.0000	24.00

ADDITIONAL SERVICES:

COPY	1	10.0000	10.00
COPY-MANUAL	1	10.0000	10.00

REQUIRED SERVICES NOT PREVIOUSLY LISTED:

	0.0000	-
nda Record	0.0400	0.04
CT EPA AUTHORIZATION	5.0000	5.00
CT MONTHLY MAINT	25.0000	25.00
N FEE W/ACH		
	10.0000	10.00
THLY FEE	25.0000	25.00
ORTING MODULE	10.0000	10.00
NED ITEM	0.0300	0.03
MAINTENANCE	0.0000	-
REPORT	0.0000	-
		-
		-
		-
		-

Total \$ 1,273.12

SUBMITTALS

Submittal 1: BASIC COST ALLOCATIONS

Financial Institution Name: KeyBank N.A.

BASIC SERVICE COST ALLOCATIONS

We agree to furnish the required services identified in the attached form to be used in computing a required monthly compensating balance:

B. COMPENSATING BALANCE AND INTEREST RATE

CALCULATIONS Required compensating balance \$

Approximately \$9,000,000 @ 0.20% Earnings Credit Rate.

*Please note Earnings Credit Rating is subject to change.

Calculation of Earnings Credit

Earnings Credit Rate divided by 100 to create decimal	0.00200
Multiplied by days in month (30)	0.06200
Divided by days in year (365)	0.000169863
Truncated at 5 decimals	0.00016
Multiplied by the Balance Available to Support Services (\$9,000,000) *	\$ 1,440.00
Line Above = Earnings Credit Allowance	

Information contained in your statement will include: average ledger balance; average float; average collected balance; total depository and treasury management services used; total of all service charges for your relationship; and a client history with a summary of balances and service charge activity.

2. Resource Personnel

The financial institution shall identify personnel in both the City of Marysville branch and main office who are available during normal working hours to answer questions pertaining to transactions, requiring more detailed explanation. These personnel shall be familiar with the City's account(s) and the Banking Services Contract.

Your Key Team

Your Key Team members are dedicated to establishing a close relationship with the City. They will provide you with a personal and hands-on approach, beginning with implementation of any new services and lasting throughout the relationship.

Each team member will be familiar with the City's proposed banking relationship with Key. As such, in the event that one of your main contacts is not available, the other qualified members of your Key Team are ready to step in seamlessly and assist you. The City's Key Team members are as follows:

Contact	Expertise/Role	Address/Phone/Email
Remy Loges	Sales Associate Public Sector	1301 5th Avenue Seattle, WA 98101 Phone: 206-689-5722 Remy.Loges@key.com
Debbie Rivetts	Vice President Senior Client Manager ECP - Public Sector	1301 5 th Avenue Seattle, WA 98101 Phone: 206-343-6961 Debbie_A_Rivetts@KeyBank.com
Robbi Stedman	Vice President Senior Relationship Manager Public Sector Banking KeyBanc Capital Markets	1301 5 th Avenue Seattle, WA 98101 Phone: 206-343-6970 Robbi.Stedman@Key.com
Susie Todaro	Vice President Senior Payments Advisor Enterprise Commercial Payments	127 Public Square Cleveland, OH 44114 Phone: 216-689-4411 STodaro@Key.com

Experience and Responsibilities

Robbi Stedman will be the primary contact for the City's account management. She will work with you collaboratively to ensure your complete satisfaction with the relationship, as well as act as a partner in helping you accomplish your financial objectives. Robbi will make certain that all contract requirements are met and educate you about new solutions and services that are available to meet your changing needs. She will work in

For Bank Use Only TIN # (required): Account # (optional): Document Type: Treasury Services Agreement Aux Doc Type: Client Master Agreement Contact Name: Debbe Rivetts Phone: 206 343 6961 Agreement Modified ☐ Yes or ☒ No
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CASH MANAGEMENT SERVICES MASTER AGREEMENT

KEYBANK NATIONAL ASSOCIATION ("Bank")
127 Public Square
Cleveland, Ohio 44114

Client Name ("Client"): City of Marysville
Client Street Address: 1049 State Avenue
City, State, ZIP: Marysville, WA 98270

Bank, or any Bank Affiliate(s), as the case may be, agree to perform, and Client agrees to purchase, cash management Service(s), as defined below. Client understands and agrees that Bank, in providing Services to Client from time to time, is relying on Client's representations, warranties and agreements herein, and all Services shall be and remain subject to this Master Agreement whether Services were purchased prior to the date hereof, on the date hereof, or after the date hereof. Client and Bank agree to the terms and conditions below.

1. Definitions.

(a) "Bank" shall mean KeyBank National Association and any Bank Affiliate(s), which may, from time to time, provide Service(s) for the Client.

(b) "Bank Affiliate(s)" shall mean any direct or indirect subsidiary (other than the Bank) of KeyCorp and its successors.

(c) "Banking day" shall mean any day other than a Saturday, Sunday, or a day on which Bank is authorized or required to close according to applicable law.

(d) "Client" shall mean the entity identified above as "Client" and shall include all entities listed on Exhibit A attached hereto and made a part hereof.

(e) "Client Affiliate" shall mean any entity that is a subsidiary of, or is affiliated with, Client, as identified on Exhibit A attached hereto and made a part hereof.

(f) "Deposit Account Agreement" shall mean the Deposit Account Agreement and Funds Availability Policy and Deposit Account Fees and Disclosures as amended from time to time governing the Client's deposit account with the Bank.

(g) "Internet" means the global, publicly accessible, network of interconnected computer networks that transmit data using the standard internet protocol.

(h) "Master Agreement" shall mean this Master Agreement, any Service Schedules and the Deposit Account Agreement.

(i) "MICR" shall mean magnetic ink character recognition.

(j) "Service(s)" shall mean any cash management services undertaken by the Bank for the Client, now or in

the future, including, without limitation, services with separate Service Schedules, and services without separate documentation.

(k) "Service Schedule(s)" shall mean a written agreement other than the Master Agreement, including without limitation service agreements or schedules by which Bank undertakes to provide Services to the Client, regardless of whether such Service Schedule is executed at the same time as this Master Agreement or at an earlier or later date.

2. Account Documentation. Client will execute and deliver to Bank such account documentation as Bank deems necessary. Bank will, in its sole discretion, determine the adequacy of such documentation, and may refuse to provide the Service(s) until such documentation is received by Bank. Client agrees promptly to notify Bank of any changes to any information presented in the account documentation. Client has received a copy of Bank's Deposit Account Agreement and agrees that such terms shall govern the deposit account servicing provided by Bank.

3. Client's Records and Media. Prior to the implementation of the Service(s), Client agrees to provide to Bank all records and data processing media necessary to perform the Service(s). The records will be legible, correct, complete and in the format specified in the Service Schedule(s), service manual(s) and related schedules. Checks will be MICR encoded according to the Bank's specifications. Bank will, in its sole discretion, determine the adequacy of the information and the format in which it is submitted, and may refuse to provide the Service(s) until such information and/or format is deemed satisfactory.

4. Software Provided in Connection with Performance of Service(s). All software, specifications, tapes or other media, programs and procedures owned by the Bank or its service

providers and used in connection with the performance of the Service(s), will be and remain the sole property of the Bank and will not be modified or altered in any way or used for any other purpose by the Client. The terms of all license and copyright notice requirements shall be complied with by the Client.

5. Client Failure to Furnish Satisfactory Records and Media. The Bank's performance under this Master Agreement is subject to the Bank's receiving timely, accurate and complete data for each Service, in form and on media specified by the Bank. If any of these requirements are not met by Client, the Bank shall: a) no longer be bound to any delivery schedule set forth in the Service Schedule(s), and b) be authorized to deliver as complete and finished whatever portion of the Service(s) that can be performed with the data available.

6. Client's Duty to Inspect. Client must inspect all Service(s) performed and notify the Bank within thirty (30) days after the material containing the error or of a report or statement reflecting the error is mailed or otherwise made available. Except to the extent required by law, failure to notify the Bank of errors within this time will relieve the Bank of any and all liability.

7. Confidentiality. Each party understands and acknowledges that the other party may gain access to software or documentation owned or licensed by, or to certain information, material or data of a confidential nature, including, without limitation, trade secrets relating to, such party or its businesses or operations. Each party agrees to keep all such information, material, or data confidential.

8. Limitation of Liability; Disclaimer of Warranties. Except to the extent required by law, the Bank's duties and liabilities will be limited to those set forth herein. The Bank will exercise reasonable care in providing the Services. The Bank's liability shall be limited to actual damages sustained by Client and only to the extent such damages are a direct result of the Bank's gross negligence or willful misconduct. The liability of the Bank in all these instances shall not exceed the recovery of funds erroneously processed or not processed. The Bank shall not be liable for damages caused by any act or omission of any third party, or for any charges imposed by any third party. In no event shall the Bank be liable for special, incidental, punitive or consequential loss or damage of any kind including, but not limited to, lost profits (whether or not the Bank has been advised of the possibility of such loss or damage). Bank shall have no liability hereunder to any third party. The Bank shall be relieved of liability where the Bank performs any Service in accordance with any instruction or information provided by Client or Service Schedule(s), and the Bank may rely on the accuracy of any information set forth in the Service Schedule(s). Bank does not make any warranties, expressed or implied, with respect to the Service(s), Client's direct access thereto, or the software, components, systems, specifications, programs, documentation, manuals and accessories used in conjunction therewith.

BANK HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO CLIENT OR ANY OTHER PARTY.

9. Fees. Client shall compensate the Bank for Service(s) in accordance with the Bank's standard fee schedule, unless otherwise agreed in writing, and shall be liable for all taxes applicable to the Service(s). The Bank may amend the fee schedule at any time and will give written notice to Client of changes in fees for Service(s) then used by Client. Bank may debit Client's account for payment of charges then due unless

Client arranges for another payment procedure acceptable to Bank.

10. Overdrafts; Set-off. In the event any actions by Client should result in an overdraft in any of its accounts, Client is responsible for repaying the overdraft immediately, without notice or demand, together with interest thereon at a rate determined in accordance with Bank's fee schedule in effect from time to time. Bank has the right, in addition to all other rights and remedies available to it, to set off the unpaid balance of any amount owed it in connection with the Service(s) against any debt or deposit owing to the Client by the Bank or any Bank Affiliate, or property of Client in Bank's or Bank Affiliate's possession or control.

11. Financial Condition and Credit Limits. The Client agrees to provide financial statements (the quality of which to be defined by the Bank) for any time period requested by the Bank. The Client also authorizes the Bank to obtain credit reports on the Client at any time. In the event the Service(s) selected by Client result in unacceptable credit exposures to the Bank or affect the amount of capital required or expected to be maintained by the Bank or its parent under any law, regulation, guideline, or request from any central bank or governmental authority, or if the Client fails to provide the Bank with any credit, financial or other information the Bank may require from time to time, the Bank may, in its discretion, immediately cancel the Services contemplated herein, or limit Client's transaction volume or dollar amount.

12. Security Procedures. If the Service(s) are subject to security procedures, Client agrees that it shall be solely responsible to assure that such security procedures are followed by Client, as they may be amended from time to time. If such procedures are violated, Client agrees to promptly notify Bank of any such violation or breach. Client acknowledges that it has reviewed all applicable security procedures, has selected its preferred security procedure where applicable, and has determined that such procedures are commercially reasonable. Client agrees that it will keep the security procedures strictly confidential and will take all steps to make sure neither Client nor any agent, employee, representative or any other affiliated party of Client reveals or provides access to any confidential information or security procedures to anyone other than Client's authorized users, and then only within Client's use of the Services for purposes of conducting transactions. Client shall be responsible for any unauthorized use or disclosure of any security procedures and all security procedure materials entrusted to it. Client agrees to regularly read the security messages on the Bank's websites (including without limitation KTT) and to implement and maintain safe and secure computing practices. Bank shall not be liable for any loss, damage, or liability which may arise from the unauthorized use of the security procedure. Client shall notify Bank immediately if Client or any of its agents have reason to believe that any security procedure has or may become known to an unauthorized person.

13. Third Party Provider. Client agrees that Bank may arrange for some or all of the Services and/or software to be provided or performed by third party providers including Bank Affiliates (each a "Provider"). The use of a Provider to perform Services shall not relieve Bank of its obligations under this Agreement.

14. Indemnification. The Client shall defend, indemnify and hold the Bank harmless from any and all liabilities, losses, damages, costs, and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel) asserted by a third party relating to or arising out of this Master Agreement or any Service Schedule(s); provided, however, that

the Bank shall have no right to be indemnified hereunder for its own bad faith, gross negligence, or willful misconduct as determined by a court of competent jurisdiction.

15. Internet. Certain of the Services or functionality of the Services may be provided through the Internet. Bank recommends that Client have appropriate security measures for Internet use, including, a proxy server and/or firewalls to control and protect Internet access. In no event will Bank have any liability in connection with and shall not be responsible for (a) inability to connect to or use any Service via the Internet or inability to communicate with Bank via the Internet or any website resulting from a problem with an Internet service provider or online service provider, failure of Client's systems or otherwise, (b) unknown hazards of Internet use, including, but not limited to interception of any information relating to Client or its transactions, or any application errors in or security breaches of any Internet browser, or (c) any data that is lost or destroyed in connection with the use of the Internet.

16. Key Total Treasury. Key Total Treasury is Bank's online banking system ("KTT"). After completion of the appropriate documentation, acceptance of applicable online agreements, and upon notice from Bank, Client may communicate instructions and other information, enter into transactions and access Services by accessing the Internet. Client acknowledges receipt of the security procedures for KTT and agrees that they are commercially reasonable for the instructions, transactions, communications and Services accessed by Client using KTT. Client agrees that it is responsible for each request, transaction, or other communication initiated using Client identifiers and security procedures issued by Bank to Client. Client covenants and agrees that Client may only use KTT to initiate funds transfers on its own behalf and in Client's own name. Client will not use KTT to initiate funds transfers on behalf of Client's customers or other third parties.

17. E-mail. Client acknowledges that Bank may provide email notifications relating to Client's use of KTT or otherwise regarding the Services ("E-mail Notices"). Except as set forth in Section 30 regarding Electronic Records Disclosures below, Client agrees that Bank provides E-mail Notices as a courtesy only to Client and that it is Client's responsibility to access KTT in order to view transactions and information regarding activity in KTT and to monitor Client's Services and accounts hereunder. Client's receipt or lack of receipt of any E-mail Notice has no effect as to the transactions or information. Unencrypted e-mail is not secure. Client agrees not to rely on e-mail if Client needs to communicate with Bank immediately. Client should not use e-mail, or reply to any e-mail, to send Bank Client's confidential information. Bank will not take action based on Client's e-mail request until Bank actually receives Client's message and has a reasonable opportunity to act. Client agrees to update its e-mail address on Bank's records and to maintain at all times a valid and active e-mail address at an Internet service provider. Client waives any claim based on any erroneous or incomplete E-mail Notice, Client's failure to receive an E-mail Notice, or Bank's failure to send any E-mail Notice.

18. Term. Either party may terminate this Agreement or any Service Schedule at any time for any reason or no reason upon written notice to the other party, provided, however, unless otherwise stated in the notice, such termination shall not be effective until thirty (30) days after receipt of such notice by the receiving party. In the event of any termination, all fees incurred under this Agreement so terminated shall become immediately due and payable. All warranties of the Client made herein and obligations of Client that arose prior to termination shall survive the termination of this Agreement and the processing of any

item, entry or payment order which may be applicable thereto, shall bind the successors and permitted assigns of the Client and shall inure to the benefit of Bank, its successors and assigns.

19. Force Majeure. The Bank shall bear no responsibility for non-performance of one or more Service(s) caused by an event beyond its reasonable control, such as: fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents the Bank from operating normally.

20. Severability. If any provision of this Master Agreement or any Service Schedule(s) shall be determined by a court of competent jurisdiction to be unenforceable, that provision shall be interpreted so as to achieve, as much as possible, the purposes intended by the original provision, and the remaining provisions of the Service Schedule(s) and this Master Agreement shall continue intact.

21. Governing Law. This Agreement and Service Schedule(s), and all deposit accounts ("Accounts") held at Bank shall be governed by the laws of the State of Ohio (without regard for conflict of law rules) and applicable federal law, but with respect to all fees and charges related to your Account(s) and the Services provided herein, federal law alone shall control.

22. Other Agreements. The parties agree that the Service Schedule(s), Deposit Account Agreement and this Master Agreement constitute the terms and conditions for the Service(s) and the matters covered hereunder. To the extent there is any conflict among this Agreement, the Service Schedules, or the Deposit Account Agreement, the terms of the Service Schedule shall control. Services are provided subject to other laws, regulations, and agreements which are incorporated into this Agreement by reference: service documentation such as set-up guides and user manuals as provided by Bank from time to time; the Uniform Commercial Code, as enacted in the State of Ohio; the most recent Deposit Account Agreement; applicable clearing house rules; and laws and regulations applicable to Bank or Client.

23. Independent Contractor. Client agrees that in performing the Service(s) hereunder, the Bank will be acting as an independent contractor and not as an employer, employee, partner, or agent of Client.

24. Amendments. The Bank may change, add or delete the terms of this Master Agreement and any Service Schedule(s) upon thirty (30) days prior notice to Client in writing or by electronic means. Client's continued use of or failure to terminate any Service after the effective date of the change will evidence Client's agreement to the change.

25. Assignment. This Master Agreement and Service Schedule(s) shall not be assigned or otherwise transferred by the Client without the prior written consent of the Bank.

26. Authorization. Client, and each of them if more than one, warrants and represents on the date hereof and on any date any Service is performed, that (i) Client is duly organized, validly existing, and in good standing in the jurisdiction in which it is organized; (ii) there are no provisions of any law, or any certificate of incorporation or by-laws, or any agreement of any kind, nature or description binding upon Client which prohibits Client from entering into or performing under this Master Agreement and Service Schedule(s); (iii) the execution and performance of this Master Agreement and Service Schedule(s)

has been duly authorized; and (iv) this Master Agreement and Service Schedule(s) are binding obligations of Client.

(b) The undersigned warrants and represents as to Client, and each of them if more than one, that (i) the undersigned is an officer of Client duly authorized to act on behalf of Client ("Authorized Officer"); (ii) Client has taken all action required by its organizational documents to authorize the Authorized Officer to execute and deliver this Master Agreement and Service Schedules and to bind Client thereto; (iii) Authorized Officer is duly authorized to designate employees or agents of Client to act in the name of and on behalf of Client with regard to the Services; (iv) without limiting the generality of the foregoing, Authorized Officer is duly authorized to give Bank direction regarding the withdrawal, disbursement, or other transfer of funds by wire, computer, automated clearing house, or other electronic means and to delegate employees and agents of Client to give Bank direction regarding such transfers; and (v) Client has received a copy of the Master Agreement.

(c) Client, and each of them if more than one, covenants and agrees that Bank is relying on the authority of the Authorized Officer to act on behalf of Client, including any and all of the entities listed on Exhibit A, and waives any defense or other claim that the Authorized Officer was not authorized to act on behalf of any Client in regard to the Services.

27. Compliance with Law. Client shall comply with all valid laws and regulations now in effect or hereafter promulgated by any properly constituted governmental authority having jurisdiction over Client and Client's business.

28. Waiver. Failure of a party to insist upon strict adherence to any term of this Master Agreement on any occasion shall not deprive the forbearing party of the right thereafter to insist on strict adherence to that term or any other term in this Master Agreement. Any waiver of a breach shall not be construed as a waiver of any subsequent breach, whether or not similar.

29. Communications. Unless otherwise specified in a Service Schedule, all notices required to be given hereunder or under any Service Schedule(s) may be given in writing, telephone or fax addressed to the Bank or the Client at the address appearing on the first page of this Master Agreement or such other address as specified by either party in writing. Notices shall be effective upon receipt except as otherwise specified. Any notice which is required to be given to Client pursuant to this Master Agreement or any Service Schedule, shall be sufficient as to each and every Client if more than one, when provided to Client at the address listed on the first page of this Master Agreement. If Client chooses to use unencrypted electronic mail ("email") or other insecure method to communicate with Bank, Client agrees to bear the risk that its email may be corrupted, modified, or hacked, or its confidentiality may be otherwise breached by a third party, and the risk that Bank may rely on the email, which appears to be from Client, but is unauthorized, and such reliance results in a loss.

30. Electronic Records Disclosure. (a) Client agrees to receive electronic delivery of statements, images, records, agreements, disclosures, notices, and other information ("Electronic Records") for Client's accounts at Bank as designated by Client in writing to Bank from time to time ("Designated Accounts"). The Electronic Records will be available via access through a secure website such as Key Total Treasury or Key Business Online or such other website as Bank establishes from time to time ("Website"). Client may elect to receive one or more Electronic Records for each Designated Account. Bank will notify Client from time to time regarding what records are available as Electronic Records.

(b) For records that Client has not selected to receive electronically through the Service, Bank will deliver such records in paper form and Bank's standard fee then in effect and charged for paper delivery of records will apply. For records that Client has selected to receive electronically through the Service, Client may request a paper copy of an Electronic Record previously delivered and Bank's standard fee then in effect and charged for paper delivery of records will apply. Even though Client has requested electronic delivery of selected Electronic Records through the Website, Bank may, at its discretion, deliver certain Electronic Records in paper form, however, in such case no fee will be charged. A paper copy of Electronic Records can be obtained until the copy is no longer required to be maintained as a record for the Designated Account under applicable law or regulation.

(c) Client will receive notice advising Client that Electronic Records of Statements and Wire Advices for Designated Accounts have been posted to the Website by e-mail ("Alert Notice") sent to the e-mail address selected and confirmed by Client ("E-mail Address"). Client may select and confirm one or more E-mail Addresses, however, Client agrees that an Alert Notice sent to any one of the E-mail Addresses shall constitute notice to Client. This Alert Notice will be the only notice Client will receive. As used herein, "Statement" means the account statement for an account and "Wire Advice" means a notice to Client of an incoming wire transfer to an account; both are "Electronic Records" hereunder. Client agrees that any and all Alert Notices sent by Bank to any of the E-mail Addresses will constitute sufficient and effective delivery and notice to Client of information contained in Client's Statements and Wire Advices whether or not Client accesses or reviews the Alert Notice, Website or specific Electronic Record, and shall be deemed to have been delivered to Client, whether actually received or not.

Client agrees to maintain computer capability and access to the Website in a manner that gives Client continuous ability to access, review, download and print Client's Electronic Records and to receive and access e-mail Alert Notices to Client at each of the E-mail Addresses. Client must immediately advise Bank of all changes or updates to any E-mail Address or if such E-mail Address becomes inoperative or inactive and to immediately identify another E-mail Address to be used for the Service. If Bank attempts to send an Alert Notice to any E-mail Address and receives two (2) consecutive reports from an e-mail service provider or other source that the e-mail is undeliverable, Bank may, at Bank's sole discretion, automatically unenroll Client and cancel the Service for all Designated Accounts and Client may begin receiving account records through the U.S. Mail subject to the terms hereof, including, without limitation, any applicable fees. It is Client's sole responsibility, whether the content of such Alert Notice is delivered by mail, electronic mail or other electronic means, to access and review promptly its own Electronic Records for its Designated Account. The Electronic Records are delivered in a manner to allow Client immediate access to download and print the Electronic Records on its personal computer.

(d) Certain risks are associated with the transmission of confidential Electronic Records and Alert Notices through the internet including but not limited to unauthorized access, systems outages, delays, disruptions in telecommunications services and the internet. E-mail is not private or secure. Alert Notices sent to Client by e-mail are unencrypted, automatic alerts. Client acknowledges that an Alert Notice could be seen or intercepted by others if delivered to Client's business address or other computers or electronic devices not exclusively under Client's control. This means that a person who is able to access Client's e-mail will be able to view information relating to Client's Designated Account contained in the Alert Notice. Client will not

respond to the Alert Notice by return e-mail, or use it to request information, service, paper copies or other items or to revoke consent. Bank will not be responsible to act upon requests made in that manner.

31. Jury Trial Waiver. Both the Client and the Bank hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either the Client or Bank against the other.

32. Fraud. This Agreement provides certain precautions Client can take to decrease the risk of fraud, which are in addition to other reasonable precautions Client can or should take to decrease the risk of fraud generally, and as relates to Client's particular circumstances. Bank will make available to Client certain products and services that will assist Client in decreasing the risk of fraud. Client agrees that if Client fails to implement any of these products or services, or if Client fails to take such precautions, Client will be precluded from asserting any claims against Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service or precaution was designed to detect or deter, and that Bank will not be required to pay such item, re-credit Client's account, or otherwise be liable for such item.

33. Lockbox. If Client utilizes Bank's lockbox services ("Lockbox Services"), Client agrees that the following terms and conditions shall apply: (a) Foreign items received through the Lockbox Services will be credited to Client's account at such time as Bank receives final payment for such items. The term "foreign item" is an item (check) not drawn on a U.S. bank, or is not payable in U.S. dollars; and (b) If in regard to the Lockbox Services Client requests, verbally or in writing, that Bank return checks bearing a restrictive endorsement or legend (e.g., "final payment", "paid in full" or words of similar meaning), Client agrees that Bank does not accept responsibility for Bank's failure to discover and return such items.

34. Client Affiliates. Any Client Affiliate(s) shall, if they are identified on Exhibit A hereto, also be deemed to be parties to this Master Agreement and any Service Schedule(s) executed by Client. Client represents and warrants, on behalf of, and at the direction of, each Client Affiliate that the Authorized Officer appointed by Client (a) is hereby deemed to be an authorized representative of each Client Affiliate, and is duly authorized to act on behalf of each Client Affiliate, (b) each Client Affiliate has taken all action required by its organizational documents to authorize such Authorized Officer to execute and deliver this Master Agreement and any Service Schedule(s) and to bind each Client Affiliate thereto, and (c) unless otherwise designated in writing by both Client and any respective Client Affiliate, the Authorized Officer is authorized to act in the name of, and on behalf of, each Client Affiliate with regard to this Master Agreement and any Service Schedule(s). Client further represents and warrants that each Client Affiliate has received a copy of this Master Agreement and any Service Schedule(s). By executing this Master Agreement, Client, on behalf of itself, and any Client Affiliate, agrees that Client shall be liable for any obligations of Client or any Client Affiliate under this Master

Agreement and/or any Service Schedule(s). Client, for itself, and on behalf of any Client Affiliate, further agrees to indemnify and hold Bank harmless for any claim, loss, cost, expense, or damages resulting from any action taken as a result of Bank's reliance on Client's signature on this Master Agreement, whether for itself or on behalf of any Client Affiliate. Any notice which Bank is required by this Master Agreement or any Service Schedule(s) to provide to Client or any Client Affiliate shall be provided only to Client. Each such notice shall be deemed to constitute notice to all parties to this Master Agreement and any Service Schedule(s) and shall satisfy the notice requirement set forth herein.

By signing below, the undersigned Authorized Officer of Client understands and agrees that he/she is signing on behalf of the Client whose name appears immediately below and on behalf of each and every other Client and Client Affiliate listed on the "Client List," attached hereto as Exhibit A, and made a part hereof. Exhibit A may be amended from time to time by adding or removing a Client Affiliate from the Client List. Addition or removal of a Client Affiliate on Exhibit A shall be effective only upon receipt by Bank of a new Exhibit A in a form acceptable to Bank in its sole discretion.

Client: City of Marysville

By: _____
Signature Date

Printed Name

Title

KEYBANK NATIONAL ASSOCIATION

By: Robbi Stedman 6/12/2017
Signature Date
Robbi Stedman
Printed Name
VP Sr. Relationship Manager
Title

ADDENDA AND SERVICE SCHEDULES ATTACHED

- | | |
|---|---|
| ☐ Guaranty Addendum to Master Agreement | ☐ International Draft -- Payment Facility Service Schedule |
| ☒ ACH Direct Service Schedule | ☐ Key2Benefits Service Schedule |
| ☐ Aptexx Referral Services Service Schedule | ☐ Key2Business Client Agreement |
| ☒ Automated Clearing House Debit Protection Service Schedule | ☐ Key2Payroll® Service Schedule |
| ☐ Automated Credit Sweep Service Schedule | ☒ Key2Prepaid Service Schedule |
| ☒ Automated Clearing House Electronic Data Interchange Service Schedule Exhibit A | ☐ Key2Purchase Client Agreement |
| ☐ Automated Clearing House Returned Check (RCK) Service Schedule | ☐ Key Accounts Manager Agreement |
| ☐ Automated Clearing House Accounts Receivable Conversion (ARC) Back Office Conversion (BOC) Service Schedule | ☐ Key Capture® Service Schedule |
| ☐ Automated Investment Sweep Account Service Schedule | ☐ Key Capture® Service Schedule Third Party Provider/Related Entity |
| ☐ Bill Pay Consolidator Service Schedule | ☒ Key Capture® Plus Service Schedule |
| ☐ Centralized Returns Items | ☒ Key Capture® Plus Service Schedule Use of Third Party |
| ☐ Consolidated Payables Service Schedule | ☐ Key Liquid Reserve Service Schedule |
| ☐ E-Bill & Collect Service Schedule | ☐ KeyPatient POS ^(SM) Service Schedule |
| ☐ Electronic Record Delivery Service Schedule & Exhibit A | ☐ Payment Protection Service Schedule |
| ☐ Health Plan Solution Service Schedule | ☐ Payment Management Services Service Schedule |
| ☐ Health Plan Solution Claims Settlement Services Addendum | ☒ Positive Pay Service Schedule |
| ☐ Health Plan Solution -- Member Payments Services Addendum | ☐ Third Party Funds Transfer Addendum to Wire Transfer Service Schedule |
| ☐ International ACH Transactions Addendum to Automated Clearing House/Electronic Data Interchange Service Schedule | ☐ Third Party Service Provider Agreement |
| ☐ International Draft Payment Facility Addendum | ☐ Third Party Sender Agreement -- ACH Services |
| | ☒ Wire Transfer Service Schedule |
| | ☐ Wire Transfer Service Payment Authorization Form |
| | ☒ Universal Payment Code (UPIC) Addendum |
| | ☐ Modification Addendum (to be used for revisions to any of the foregoing) |

EXHIBIT A

CLIENT LIST

[illegible]

NOLAN & HELLER, LLP

MEMORANDUM

To:	Anthony M. Hoehler, Esq.
From:	Madeline H. Kibrick Kauffman, Esq. and Joshua P. Fleury, Esq.
Date:	May 4, 2016
Re:	Modification Request – City of Marysville, Washington

Below is our summary of the requested modifications to the Cash Management Services Master Agreement and the Key2Prepaid Program Client Services Agreement, and our proposed responses thereto.

Cash Management Services Master Agreement

<u>Section:</u>	<u>Requested Modification:</u>	<u>Proposed Response:</u>
Section 7 ("Confidentiality")	Modify Section 7 to comply with Client's with public records obligations under state law.	ACCEPTED. Section 7 modified to read, as follows: "7. Confidentiality. Each party understands and acknowledges that the other party may gain access to software or documentation owned or licensed by, or to certain information, material or data of a confidential nature, including, without limitation, trade secrets relating to, such party or its businesses or operations. Each party agrees to keep all such information, material, or data confidential to the extent permitted under the Public Records Act, Chapter 42.56 RCW, and other applicable law."
Section 21 ("Governing Law")	Modify Section 21 to provide for Washington law as the governing law.	ACCEPTED.

Key2Prepaid Program Client Services Agreement

<u>Section:</u>	<u>Requested Modification:</u>	<u>Proposed Response:</u>
Section 11 ("Confidentiality")	Client requests confirmation as to whether Section 11 permits KeyBank to sell Client's cardholder information.	KeyBank to respond.

**SUPPLEMENTAL AGREEMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND KEYBANK, NATIONAL ASSOCIATION**

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 KeyBank, National Association, a national banking association organized under the laws of the United States of America, located and doing business at 127 Public Square, Cleveland, Ohio 44114 ("Consultant").

WHEREAS, the parties hereto have previously entered into an agreement for banking services (the "Original Agreement"), said Original Agreement being dated May 15, 2017; 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 2 of the Original Agreement, "TERM", is amended to provide that the term will terminate at midnight on May 14, 2023.

2. Each and every provision of the Original Agreement for Professional Services dated May 15, 2017, shall remain in full force and effect, except as modified herein.

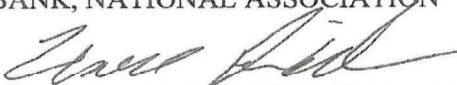
DATED this 14th day of April, 2023

CITY OF MARYSVILLE

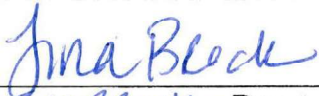
By 
Jon Nehring, Mayor

DATED this 31st day of March, 2020.

KEYBANK, NATIONAL ASSOCIATION

By 
Edward Hiddleston
Its: Vice President

ATTEST/AUTHENTICATED:



Tina Block, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

Tina Brock

Legal Approval

From: Jon Walker
Sent: Thursday, April 2, 2020 2:01 PM
To: Tina Brock
Subject: FW: Contract Review
Attachments: Key Bank - Banking Services.pdf; GeoTest - On Call Material Testing.pdf

Tina, the attached contracts are approved

Jon Walker
City Attorney
Marysville Washington
425-293-7120

**SUPPLEMENTAL AGREEMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
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WHEREAS, the parties hereto have previously entered into an agreement for banking services (the "Original Agreement"), said Original Agreement being dated May 15, 2017; 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 2 of the Original Agreement, "TERM", is amended to provide that the term will terminate at midnight on May 14, 2023.

2. Each and every provision of the Original Agreement for Professional Services dated May 15, 2017, shall remain in full force and effect, except as modified herein.

**SUPPLEMENTAL AGREEMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND KEYBANK, NATIONAL ASSOCIATION**

THIS SUPPLEMENTAL AGREEMENT NO. 2 ("Supplemental Agreement No. 2") 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 KeyBank, National Association, a national banking association ("Consultant").

WHEREAS, the parties hereto have previously entered into an agreement for banking services (the "Original Agreement"), said Original Agreement being dated May 15, 2017; 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:

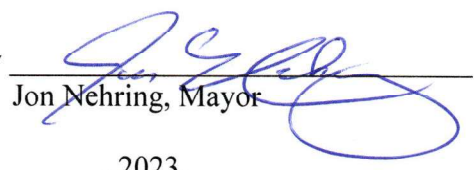
1. Section 2 of the Original Agreement, "TERM", is amended to provide that the term will terminate at midnight on May 14, 2026.

2. Each and every provision of the Original Agreement for Professional Services dated May 15, 2017, shall remain in full force and effect, except as modified herein.

DATED this 8th day of May, 2023.

CITY OF MARYSVILLE

By


Jon Nehring, Mayor

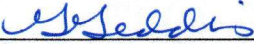
DATED this 21st day of April, 2023.

KEYBANK, NATIONAL ASSOCIATION

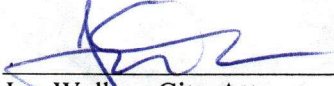
By


Edward Hiddleson
Its: Vice President

ATTEST/AUTHENTICATED:


Erenivie Gaddis, Deputy City Clerk

Approved as to form:


Jon Walker, City Attorney



Agenda Bill

AGENDA ITEM NO. 10.

DATE: April 27, 2026

SUBMITTED BY: Suzanne Elsner, Court Administrator

PRESENTED BY: Suzanne Elsner, Court Administrator

ITEM TYPE: Interlocal Agreement

AGENDA SECTION: New Business

SUBJECT:
Mental Health Alternative Program Court Liaison Contract Extension Addendum

SUGGESTED ACTION:
Recommended Motion: I move to authorize the Mayor to sign the 2026 Mental Health Program Court Liaison Contract Addendum

SUMMARY:
Agreement allows for Bridgeways to provide a liaison for our Mental Health Court participants to work with in scheduling medical needs, group sessions and other needs.

ATTACHMENTS:
Marysville MAP Contract Addendum 2026

City of Marysville MAP- Mental Health Alternative Program Court Liaison Contract Extension Addendum

January 1, 2026 through December 31, 2026

Terms, Conditions and Projected Budget

Organization & Program: Bridgeways: Mental Health Alternatives Program Court Liaison

Will spend the funds received for the specific purposes of:

Bridgeways' MAP Liaison will partner with MAP defendants to coordinate and support engagement with mental health treatment, substance use disorder treatment, employment and housing resources, and relevant community supports to promote healthy relationships, recovery, and stability. With support from the MAP Liaison, defendants progress through MAP's three phases toward graduation.

The estimate for Case Management Sessions is based on an average of 17 per client annually. It is important to note that the amount and duration of face-to-face sessions can vary based on which stage MAP a defendant is in. Stage 1 is more intensive than Stage 2, which is more intensive than Stage 3.

Level of service changes:

CM Sessions (combination of in-person and virtual): 1-2 contacts per week depending upon stage

Group Sessions – 24 annually

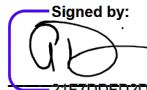
Bridgeways: Mental Health Alternatives Program Court Liaison anticipates its budget for the year 1/1/2026 - through 12/31/2026, by quarters, will be:

Category	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Salaries/Wages/Benefits	\$10,000	\$10,000	\$10,000	\$10,000
Mileage/training	\$100	\$100	\$100	\$100
Office, Supplies, Software	\$1264	\$1264	\$1264	\$1264
Admin Allocation/Support	\$1,136	\$1,136	\$1,136	\$1,136
Total	\$12,500	\$12,500	\$12,500	\$12,500

City of Marysville

Dated: _____

Signed by:



21F7DDFD2D874D0...

Bridgeways, Andrea Duffield, CEO

Dated: 4/2/2026



Agenda Bill

AGENDA ITEM NO. 11.

DATE: April 27, 2026

SUBMITTED BY: Stephen Doherty, IS Director

PRESENTED BY: Stephen Doherty, IS Director

ITEM TYPE: License Agreement

AGENDA SECTION: New Business

SUBJECT:
ESRI Enterprise Agreement Renewal

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute the ESRI Enterprise Agreement Renewal.

SUMMARY:

This agreement provides desktop GIS software utilized by the GIS Team and other users throughout the City to produce quality print and digital maps, along with Enterprise Portal licenses for all City staff. Other licenses are included to allow the GIS Team to manage and increase the performance of on-premise GIS servers. This agreement includes software and maintenance support.

ATTACHMENTS:

Proposed Contract



March 16, 2026

Jacob Milner
City of Marysville
501 Delta Ave
Marysville, WA 98270-4540

Dear Jacob,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Heather Glock



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 3/16/2026 To: 6/14/2026*

Quotation # Q-558040

Date: March 16, 2026

Customer # 104385 Contract #

City of Marysville
Information Services
501 Delta Ave
Marysville, WA 98270-4540

ATTENTION: Jacob Milner
PHONE: 3603638247
EMAIL: jmilner@marysvillewa.gov

Material	Qty	Term	Unit Price	Total
193206	1	Year 1	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 2	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 3	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal: \$180,900.00

Sales Tax: \$17,004.60

Estimated Shipping and Handling (2 Day Delivery): \$0.00

Contract Price Adjust: \$0.00

Total: \$197,904.60

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Heather Glock

Email:

hglock@esri.com

Phone:

909-793-2853 x8948

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Quotation # Q-558040

Date: March 16, 2026

Customer # 104385 Contract #

City of Marysville
Information Services
501 Delta Ave
Marysville, WA 98270-4540

ATTENTION: Jacob Milner
PHONE: 3603638247
EMAIL: jmilner@marysvillewa.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 3/16/2026 To: 6/14/2026

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☒ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Jon Nehring

Name (Please Print)

Mayor

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Heather Glock

Email:

hglock@esri.com

Phone:

909-793-2853 x8948

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-3)

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Enterprise Additional Capability Servers ArcGIS Image Server ArcGIS Online User Types ArcGIS Online Viewer User Type ArcGIS Enterprise User Types ArcGIS Enterprise Viewer User Type
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Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	30	ArcGIS Enterprise Contributor User Type	30
ArcGIS Online Mobile Worker User Type	150	ArcGIS Enterprise Mobile Worker User Type	150
ArcGIS Online Creator User Type	150	ArcGIS Enterprise Creator User Type	150
ArcGIS Online Professional User Type	40	ArcGIS Enterprise Professional User Type	40
ArcGIS Online Professional Plus User Type	40	ArcGIS Enterprise Professional Plus User Type	40
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	40 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	40 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Other	
ArcGIS Location Sharing for ArcGIS Online	40	ArcGIS Location Sharing for ArcGIS Enterprise	40
ArcGIS Online Service Credits	100,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	30

Other Benefits

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Marysville, WA

(Customer)

By: _____
Authorized Signature

Printed Name: **Jon Nehring**

Title: **Mayor**

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: **Jacob Milner**

Telephone: **(360) 363-8247**

Address: **501 Delta Ave**

Fax: _____

City, State, Postal Code: **Marysville, WA 98270**

E-mail: **jmilner@marysvillewa.gov**

Country: **United States**

Quotation Number (if applicable): **Q-558040**

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“Case” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“Deploy”, “Deployed” and “Deployment” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“Fee” means the fee set forth in the Quotation.

“Maintenance” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“Master Agreement” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“Product(s)” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“Quotation” means the offer letter and quotation provided separately to Customer.

“Technical Support” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“Tier 1 Help Desk” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“Tier 1 Support” means the Technical Support provided by the Tier 1 Help Desk.

“Tier 2 Support” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Master Agreement Products and Services



Revised August 1, 2025
IMPORTANT—READ CAREFULLY

Unless superseded by a signed license agreement between you and Esri, Esri is willing to provide Esri Offerings and Services to you only if you accept all terms and conditions contained in this Agreement as the sole and final agreement of the parties regarding your acquisition of these Esri Offerings and Services. Please read the terms and conditions carefully. You may not use the Esri Offerings unless you agree to the terms and conditions of the Agreement. Your access and use of Esri Offerings, or Services, constitutes your acceptance of the terms and conditions of this Agreement. If you do not agree, contact your local sales representative prior to making your purchase.

This Master Agreement (“**Agreement**”) is between you (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer’s payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer’s own internal use in conjunction with Customer’s authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

“Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [*Customer will insert the actual copyright date(s) from the source materials.*] Esri and its licensors. All rights reserved.”

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer’s benefit and (ii) use Esri Offerings exclusively for Customer’s benefit. Customer will be solely responsible for its consultants’ and contractors’ compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer’s benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

1.4 Customer Content. Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer.

2.0 SOFTWARE AND ONLINE SERVICES

2.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **“Anonymous Users”** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Customer’s Value-Added Applications.
- b. **“App Login Credential(s)”** means a system-generated application login and associated password, provided when registering a Value-Added Application with Online Services, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.
- c. **“Commercial App Deployment License”** means a license to distribute Value-Added Applications to third parties for a fee.
- d. **“Concurrent Use License”** means a license to install and use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- e. **“Deployment License”** means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to Customer’s end users.
- f. **“Deployment Server License”** means a license to use Software under a Server License for all uses permitted in this Agreement and as described in the Documentation.
- g. **“Development Server License”** means a license to use Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
- h. **“Development Use”** means the right to install and use Products to build and test Value-Added Applications as described in the Documentation.
- i. **“Failover License”** means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- j. **“Named User(s)”** is Customer’s employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer’s exclusive benefit. For educational use, Named Users may include registered students.
- k. **“Named User Credential(s)”** means an individual person’s login and associated password enabling that person to access and use Products.
- l. **“Named User License”** means the right for a single Named User to use a specific Esri Offering.
- m. **“Online Services Subscription”** means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
- n. **“Redistribution License”** means a license to reproduce and distribute Software provided that
 1. Customer reproduces and distributes the Software in its entirety;
 2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
 3. Customer reproduces all copyright and trademark attributions and notices; and
 4. Customer does not charge a fee to others for the use of the Software.
- o. **“Server License”** means a license to install and use Software on any computer being used as a server. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.
- p. **“Sharing Tools”** means publishing capabilities included with Customer’s authorized use of Online Services or ArcGIS Enterprise that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.
- q. **“Single Use License”** means a license for a single authorized end user to install and use Software on a single computer. The single authorized end user may also install a second copy for the end user’s exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.

- r. **“Staging Server License”** means a license to use Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

2.2 License and Subscription Types. Esri provides Products under one or more of the license or subscription types identified in the definitions above. The Documentation or Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

2.3 Software Terms of Use.

- a. Customer may
 - 1. Install, access, or store Software and Data on electronic storage device(s);
 - 2. Make archival copies and routine computer backups;
 - 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer's total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use;
 - 4. Move Software in the licensed configuration to a replacement computer;
 - 5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and
 - 6. Governmental or not-for-profit organizations that operate a website or offer Internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.
- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in the Documentation.
- c. Customer may use all fonts provided with Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
- d. Esri publishes Product-Specific Terms of Use at <https://www.esri.com/legal/scope-of-use>.

2.4 Online Services Terms of Use.

- a. **Online Services Descriptions.** Esri publishes Product-Specific Terms of Use at <https://www.esri.com/legal/scope-of-use>. Use of Online Services is also subject to the Cloud Services terms found in [Attachment B](#).
- b. **Modifications of Online Services.** Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and when applicable, Esri will issue a prorated refund.
- c. **Sharing Customer Content.** Sharing Customer Content using Sharing Tools enables third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools. Customer's use of Sharing Tools is at Customer's sole risk.

2.5 Named User Licenses. Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

- a. **Named Users.**
 - 1. Named User login credentials are for designated users only and may not be shared with other individuals.

2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
 3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.
- b. **Anonymous Users.** Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services or Content, that has been published for shared access through the use of Sharing Tools.

2.6 Value-Added Applications.

1. Customer is responsible for the development, operation, and technical support of Customer Content and Value-Added Applications.
2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services or Content, that has been published for shared access by Anonymous Users through the use of Sharing Tools.
4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer Content that is not publicly shared through the use of Sharing Tools. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).
6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.
7. Customer is responsible for ensuring that the access or use of Esri Offerings within its Value-Added Applications complies with the legal and regulatory requirements in all jurisdictions in which the Value-Added Applications are made available.

2.7 Limited-Use Programs.

- a. **Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.
- b. **Educational Programs.** Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.
- c. **Grant Programs.** Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.
- d. **Other Esri Limited-Use Programs.** If Customer acquires Products under any limited-use program not listed above, Customer's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

3.0 DATA

3.1 Definitions.

The following definitions supplement the definitions provided in [Attachment A](#):

- a. **“Business Listing Data”** means any dataset that includes a list of businesses and may include other associated business attributes.
- b. **“Esri Content Package(s)”** means a digital file containing Online Services basemap Data extracted from the Online Services.
- c. **“Street Data”** means Data that includes or depicts information about roads, streets, and related features.

3.2 Permitted Uses.

- a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.
- b. Subject to the restrictions set forth in this Agreement and provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation, Customer may:
 - 1. Create representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups); and
 - 2. Use and include such representations of Data in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties.
- c. Customer may take Online Services basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise scrape, download, or store Data.
- d. Customer may make any internal use of geocoded results that are obtained and stored in compliance with this Agreement. Customer may not redistribute geocoded results except to (i) use and/or display on a map in connection with Customer’s public, non-revenue generating website(s), (ii) permit access to third-parties for the purposes of Customer’s business, or (iii) deliver to third parties, on a noncommercial/non-revenue generating basis, static results, static output or static base map renderings.

3.3 Use Restrictions.

- a. Customer may not act directly or authorize its customers to cobrand Data, use Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. *Business Listing Data*. Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
- d. *Street Data*. Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for
 - 1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
 - 2. Synchronized multivehicle routing; or
 - 3. Synchronized route optimization.
- e. *Business Analyst Data*. Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.
- f. *Partial Dataset Licenses*: If Customer orders a subset of a dataset (e.g., a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.

- g. *Michael Bauer Research International Boundaries Data ("MBR Data")*. Customer's right to use data downloaded to Customer's premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.
- h. Customer may not use Data outside of the Software and Online Services to teach or train machine systems, models, software, databases, algorithms, and programs, including neural networks ("AI/ML Systems") that learn from experience, adjust to new inputs, and perform humanlike tasks, which allow those systems to sense, comprehend, act and learn.

3.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at www.esri.com/legal/third-party-data.

4.0 MAINTENANCE

4.1 US Customers. Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

4.2 Customers outside the United States. Customer may obtain maintenance services from their local Esri authorized distributor under the authorized distributor's own standard support policy and in accordance with the Esri Product Life Cycle Support Policy.

5.0 PROFESSIONAL SERVICES

5.1 Definition. The following definition supplement the definitions provided in Attachment A:

- a. **"Professional Service Package(s)"** means a predefined unit of Professional Services, provided at a firm fixed price.

5.2 Permitted Uses. Customer may use, copy, and modify Deliverables solely in conjunction with Customer's authorized use of Products.

5.3 Task Orders and Project Schedule.

- a. Esri will provide Professional Services and Deliverables as specified in the Task Order.
- b. Each Task Order will reference this Agreement and specify the commencement date and, if known, the period of performance.
- c. Task Orders may have the format shown in Attachment C or any other agreed-upon format.
- d. Each party will identify, in writing, the project manager who is responsible for Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.
- e. Other than pricing and descriptions of Professional Services to be performed, terms and conditions in a Task Order are not binding unless both parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this Agreement.

5.4 Ownership of Deliverables. Esri or its licensors own and retain ownership of Deliverables.

5.5 Acceptance.

- a. **For Firm Fixed Price Task Orders.** Unless otherwise agreed to in the applicable Task Order, Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:
 - 1. "DELIVERABLE ACCEPTED" means a Deliverable conforming to the applicable Task Order with no more than minor nonconformities.
 - 2. "DELIVERABLE ACCEPTED WITH REWORK" means a Deliverable substantially conforming to the applicable Task Order but having a significant number of identified nonconformities and accepted subject

to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 30 days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

3. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri will rework the Deliverable and resubmit it to Customer within 30 days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Customer may not use any Deliverable in its business operations before acceptance as described in a.1 or a.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with a.2 or a.3, or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.

- b. **For Task Orders with Professional Service Packages.** Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 days after performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.
- c. **For Time and Materials Task Orders.** Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Task Order are consulting hours only will not be subject to acceptance testing.

5.6 Warranty for Deliverables. Esri warrants to Customer that firm fixed price Deliverables materially comply with Specifications for a period of 90 days from acceptance, subject to the limitations and disclaimers of liability set forth in the "Limited Warranties and Disclaimers" section of [Attachment B](#).

5.7 Changes. The parties may make changes within the general scope of a Task Order by mutual agreement. To document any agreed-to scope changes within the general scope of the Task Order that affects the cost or time required to provide a Deliverable, the parties will jointly sign a written amendment to the Task Order that includes an equitable adjustment in the price, schedule, or both.

5.8 Customer Termination for Convenience. Customer may terminate any Task Order at any time upon 30 days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable expenses incurred as a direct result of the termination and the pro rata contract price for the Task Orders affected.

5.9 Payment; Invoices.

- a. **For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.
- b. **For Professional Service Packages.** Esri will submit an invoice for Professional Service Packages on receipt of an agreed-upon Task Order. Esri may, at its sole discretion, stop work to avoid exceeding the total labor hours or number of days allotted in the applicable Professional Service Package description set forth in the applicable scope of work. Professional Service Packages expire if not used within 12 months of the Esri invoice date.
- c. **For Time and Materials Task Orders.**
 1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice meals on a per diem basis in accordance with the full daily limits specified on the

government Defense Travel website at <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Esri may escalate hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, including travel-related expenses incurred, plus a 15 percent burden.

2. Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. If Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

5.10 System and Data Access. Each Task Order will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

6.0 ESRI MANAGED CLOUD SERVICES

6.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Esri Managed Cloud Services Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services.
- b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

6.2 Provision of Esri Managed Cloud Services.

- a. **General Terms.** Use of Esri Managed Cloud Services is subject to the Cloud Services terms found in Attachment B of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the Esri Managed Cloud Services to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment. This paragraph does not apply to Esri Managed Cloud Services provided under the Advantage Program (see the section entitled "Advantage Program" in this Agreement).
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.
- g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

7.0 TRAINING

7.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.

- b. **“Esri Academy LMS Integration Subscription”** means an optional term-limited subscription to Esri Academy enabling a specific number of unique Customer student(s) access to Self-Paced E-Learning through the customer’s Learning Management System.
- c. **“Esri E-Learning Content (SCORM Format) License”** means an optional term-limited license that provides Esri customers with Esri’s e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their Learning Management System.
- d. **“Esri Mobile Lab”** means a service in which Esri will deliver and set up a training environment at the Customer’s site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
- e. **“Esri Training Event(s)”** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
- f. **“Esri Training Representative”** means Customer’s primary Esri liaison in organizing private Esri Training Events.
- g. **“Student(s)”** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
- h. **“Training Pass”** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day throughout the Term of the Training Pass.
- i. **“Esri Mobile Router”** means a service in which Esri will deliver and setup a mobile router at the Customer’s site for use in conjunction with a scheduled Esri Training Event only. The mobile router provides high-speed wireless internet access needed to run the Esri Training Event.
- j. **“Learning Management System”** or **“LMS”** shall mean third-party software acquired separately by Customer that allows Customer to consume E-Learning Content (SCORM Format) for the purpose of re-serving it to the Customer’s internal employees.

7.2 Permitted and Prohibited Uses.

- a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
- b. Customer may reproduce copies of Training Materials for registered Students.
- c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
- e. Customer will retain ownership of any Customer-Supplied Training Data.

7.3 Esri’s Responsibilities.

Esri will

- a. Provide an instructor qualified to conduct Training;
- b. Provide all necessary Training Materials for Student; and
- c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

7.4 Customer's Responsibilities.

Customer will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
- b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
- c. Submit Student registrations with payment method information at least 15 business days before the scheduled start date;
- d. Provide the Esri Training Representative with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;
- e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
- g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
- h. If the Esri Mobile Lab or Mobile Router is used, Customer will
 1. Take delivery of the Esri Mobile Lab or Mobile Router from the shipping agent, and keep it in a secure, locked area at all times;
 2. Immediately report any previously damaged Esri Mobile Lab or Mobile Router equipment to the Esri Training Representative upon receipt of the shipment; and
 3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab or Mobile Router equipment while in Customer's possession.

7.5 Student Registration and Training Event Change Policy.

- a. Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
- b. A replacement Student must be from the same Customer organization as the Student being replaced.
- c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
- d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
- e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
- f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

7.6 Invoicing; Prepaid Fees.

- a. Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.
- b. If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has 1 year from the date of the invoice to consume training days. For a multiyear order, training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
- c. Training Pass policies and redemption rates are described at <https://www.esri.com/training/training-for-organizations/>.

This section 7.6 does not apply to Training provided under the Advantage Program.

7.7 Availability and General Provision of Wireless Service.

- a. Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability.

7.8 Esri E-Learning in the Customer's Learning Management System.

- a. Esri E-Learning Content (SCORM format) License, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/scorm-terms-and-conditions.pdf>
- b. Esri Academy LMS Integration Subscription, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/lms-terms-and-conditions.pdf>

8.0 ADVANTAGE PROGRAM

8.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
- b. **"Advantage Program"** means either Advantage Program, as described at www.esri.com/services/eeap/components, or the Advantage Program for Partners, as described at www.esri.com/partners/bpap/components.
- c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
- d. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.
- e. **"Premium Support Services" or "PSS"** means a prioritized incident management and technical support program further described at <https://support.esri.com/en/support/premium>.
- f. **"Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual planning, and developing and coordinating a collaborative work plan under the Advantage Program.

8.2 Advantage Program Description. The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including Professional Services, Training, PSS, and Esri Managed Cloud Services that Customer can select to best meet its needs with guidance from Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

- a. **Advisor.** Customer will receive up to the number of Advisor hours ordered. Customer may elect to retain additional Advisor hours for a supplemental price.
- b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.
- c. **Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
- e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.
- f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

8.3 Authorized Contact Information. Customer identifies the following person as its initial Authorized Contact.

(to be completed by Customer):

Contact Name: _____

Address: _____

City, State, ZIP: _____

Email: _____

Telephone: _____

Fax: _____

8.4 Current on Maintenance. Customer must remain current on standard Software Maintenance during the Advantage Program term.

8.5 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

8.6 Activity Descriptions for Esri Managed Cloud Services. The Activity Description for Esri Managed Cloud Services orders must include the following:

- a. **The Esri Managed Cloud Services Term.** The time period in which Esri provides the Esri Managed Cloud Services to Customer. The Esri Managed Cloud Services term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted System Availability.** The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all Esri Managed Cloud Services offerings include a Targeted System Availability.
- c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
- d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
- e. **Learning and Services Credits Consumption.** The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

8.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and meal per diem will be determined in accordance with the full daily limits specified on the government Defense Travel website at <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Customer will use Learning and Services Credits for travel and per diem expenses.

8.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

8.9 Review of Proposed Activities. Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

8.10 Invoicing.

- a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Advisor services upon receipt of Customer's order.
- b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

8.11 Termination and Expiration. Upon termination or expiration of an Advantage Program subscription:

- a. Services will end as of the expiration or termination date stated; and
- b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

“Affiliate” means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where “Control” means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

“API” means application programming interface.

“ArcGIS Website” means www.arcgis.com and any related or successor websites.

“Authorization Code(s)” means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

“Beta” means any alpha, beta, or other prerelease version of a Product.

“Cloud Services” means Online Services and Esri Managed Cloud Services.

“Content” means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

“Control” means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

“Customer Content” means any Content that Customer provides, uses, or develops in connection with Customer’s use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

“Data” means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

“Deliverables” means anything that Esri delivers to Customer as a result of performance of Professional Services.

“Documentation” means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

“Esri Managed Cloud Services” means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer’s end users via the Internet.

“Esri Offering(s)” means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

“GIS” means geographic information system.

“Maintenance” means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

“Malicious Code” means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

“Online Services” means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

“Ordering Document(s)” means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

“Perpetual License” means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

“Product(s)” means Software, Data, and Online Services.

“Professional Services” means any development or consulting services that Esri provides to Customer.

“Sample(s)” means sample code, sample applications, add-ons, or sample extensions of Products.

“Service(s)” means Maintenance. If Esri provides Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

“Software” means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

“Specification(s)” means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri’s published course descriptions for Training.

“Subscription” means a license for use of an Esri Offering for a limited time period or a right to receive Services for a limited time period.

“Task Order(s)” means an Ordering Document for Services.

“Term License” means a license for use of an Esri Offering for a limited time period (“**Term**”).

“Third-Party Content” means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri’s website.

“Training” means (i) Product training or (ii) related training that Esri provides under this Agreement.

“Training Materials” means digital or printed Content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

“Value-Added Application(s)” means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE B.1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
- b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or Dynamic Link Libraries;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms (e.g. GPL) that require any part of the Esri Offering to be subject to additional terms, for example
 - 1. Disclosed in source code form to third parties;
 - 2. Licensed to third parties for the purpose of making derivative works; or
 - 3. Redistributable to third parties at no charge; or
- l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE B.2—TERM AND TERMINATION

B.2.1 Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

B.2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

B.2.3 Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS

B.3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered “as is” and without warranty of any kind.

B.3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected, or will result in Customer's compliance with any applicable law. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost. Customer must use its independent judgment to determine whether (i) Esri Offerings are suitable for its Value-Added Applications and (ii) Value Added Applications are safe for use by end users and other third parties.

B.3.4 Disclaimers.

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com, developers.arcgis.com, livingatlas.arcgis.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.
- c. **Artificial Intelligence (AI)/Machine Learning (ML) Disclaimer.** As specified in the Documentation, certain Esri Offerings may integrate third-party AI/ML software libraries and third-party or Esri created pre-trained AI/ML models for various tasks including, but not limited to, object detection, image obfuscation, image classification, or text or speech recognition. Customer may use these capabilities

at its option and such AI/ML capabilities are delivered “as is” and without warranty of any kind. In certain cases, the Esri Offering may provide Customers the ability to configure their own custom AI/ML models to meet Customer’s unique requirements, which except for the express warranties contained in this Agreement, shall be at Customer’s own risk.

B.3.5 Exclusive Remedy. Customer’s exclusive remedy and Esri’s entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri’s election, terminate Customer’s right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri’s limited warranties.

ARTICLE B.4—LIMITATION OF LIABILITY

B.4.1 Disclaimer of Liability.

- (a) Neither Customer, Esri, nor any Esri authorized distributor or third-party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; or costs of procurement of substitute goods or services.
- (b) Neither Customer, Esri nor any Esri authorized distributor or third-party licensor will be liable for any direct damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri during the twelve (12) month period prior to the date upon which the related claim arose.

B.4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer’s infringement, misuse, or misappropriation of Esri’s or Esri’s licensors’ intellectual property rights, either party’s indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement.

B.4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

B.4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer’s jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer’s warranty or remedies to any extent not permitted by law.

ARTICLE B.5—INDEMNIFICATIONS

B.5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **“Claim”** means any claim, action, or demand by a third party.
- b. **“Indemnitees”** means Customer and its directors, officers, and employees.
- c. **“Infringement Claim(s)”** means any Claim alleging that Customer’s use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
- d. **“Loss(es)”** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys’ fees.

B.5.2 Infringement Indemnity.

- a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer’s right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a

5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, subscriptions, and Maintenance.

- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

B.5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

B.5.4 Conditions for Indemnification. As conditions for indemnification, Indemnatee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Claim, and (iv) reasonably cooperate in the defense of the Claim at Esri's request and expense.

B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its third party licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE B.6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with a minimum coverage of \$1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:
 - 1. Premises and operations;
 - 2. Blanket contractual liability;
 - 3. Broad form property damage;
 - 4. Independent contractors;
 - 5. Personal injury, with employee exclusion deleted; and
 - 6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE B.7—SECURITY AND COMPLIANCE

B.7.1 Security. Esri publishes its security capabilities at <https://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

B.7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

B.7.3 Export Compliance. Each party will comply with all applicable export and trade sanctions laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US

Department of State's International Traffic in Arms Regulations (ITAR), the US Department of Treasury, Office of Foreign Assets Control (OFAC) Regulations, and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries currently including Iran, North Korea, Cuba, Russia, Belarus, Crimea region of Ukraine, the Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR), or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR or (iii) is subject to the EAR where the cloud host is on the US government's Specially Designated Nationals List, Denied Entity List, Unverified List or Denied Parties List or any other US government restricted list. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.31, 120.32, and 120.33, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

B.7.4 Privacy. Esri publishes its privacy notices at [Esri's Privacy Statement](#) and [Products and Services Privacy Supplement](#) and will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/privacy-gdpr>.

ARTICLE B.8—CLOUD SERVICES

B.8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Creates or transmits spam, spoofings, or phishing email or offensive, hate-related or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's Product Security Officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services.

B.8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

B.8.3 Customer Content.

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either
 - 1. Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or

2. Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

B.8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

B.8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer Content as described above.

B.8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE B.9—GENERAL PROVISIONS

B.9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the authorized distributor's invoices in accordance with the authorized distributor's payment terms.

B.9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

B.9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

B.9.4 Reserved.

B.9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the authorized distributor may quote taxes or fees in accordance with its own policies.

B.9.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's authorized distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

B.9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

B.9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

B.9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Esri Offerings and Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Esri Offerings and Services. Esri's authorized distributors are not Affiliates of Esri.

B.9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

B.9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected.

B.9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

B.9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be

English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

B.9.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

B.9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

B.9.16 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com

ATTACHMENT C
SAMPLE TASK ORDER
Esri Agreement No. _____
Task Order No. _____

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. ("**Esri**"), and _____ ("**Customer**"),

("Customer Address"), this Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: *[As applicable, specifically identify and describe Deliverables including custom code, map data, technical data (including technical assistance), and the resources to be provided by Customer (including Customer-supplied personnel, software, hardware, and digital or hard-copy data) and place of delivery and location where technical assistance will be provided.]*

In addition to the foregoing, Customer agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Customer shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Customer and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type: *[Firm Fixed Price (FFP) or Time and Materials (T&M)]*:
3. Total Task Order Value (if FFP) or Not-to-Exceed Value (if T&M):
4. Customer Address for the Receipt of Esri Invoices:
5. Delivery Schedule or Start/End Date(s) for Each Deliverable:
6. Special Considerations:
7. Esri Project Manager: *[insert name, telephone, and email address]*
Esri Contract Specialist: *[insert name, telephone, and email address]*
Customer Project Manager: *[insert name, telephone, and email address]*
Customer Contract Contact: *[insert name, telephone, and email address]*
Customer Accounts Payable Contact: *[insert name, telephone, and email address]*

ACCEPTED AND AGREED:

[sample only—do not sign]
(Customer)

Signature: [sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

Signature: [sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____

Agenda Bill

AGENDA ITEM NO. 12.

DATE: April 27, 2026

SUBMITTED BY: Nick Loutsis, Project Engineer

PRESENTED BY: Nick Loutsis, Project Engineer

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT:

Supplemental Local Agency Agreement and State Construction Funds Project Prospectus with WSDOT for the Marysville Middle School - 49th DR NE (south of Grove ST) Safe Routes to School Project

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute the Local Agency Agreement and Local Agency State Funds Project Prospectus to obligate construction funds for the Marysville Middle School - 49th DR NE (south of Grove ST) Safe Routes to School Project.

SUMMARY:

The City was awarded \$358,904.00 in funds from the Safe Routes to School (SRTS) program for the Marysville Middle School - 49th DR NE (south of Grove ST) Safe Routes to School Project. The awarded funds are to be utilized for the construction phase of the project. The project proposes a 10' wide shared use path, landscape buffer, curb extensions, curb ramp improvements and striping of the street centerline to enhance lane delineation. Since this is a State funded project, local agency funds are administered through WSDOT and a Local Agency Agreement and State Funds Project Prospectus are required in order to obligate funds for each phase. The agreement ensures that funds in the agreed upon amount are spent in accordance with all applicable laws and regulations. The prospectus serves as the support document for authorization of project funding. The attached agreement and prospectus have been prepared to authorize funds for the construction phase of the project.

ATTACHMENTS:

Supplemental Local Agency Agreement, Project Prospectus, Original Contract for Reference



Supplement - Local Programs
State Funding Agreement

Agency City of Marysville		Supplement Number
Project Number HLP-SR23(028)	Agreement Number LA11182	1

All provisions in the AGREEMENT identified above remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

Project Title Marysville Middle School - 49th DR NE (South of Grove ST) Safe Route to School

Termini Marysville Middle School (north end) to 72nd St NE (Grove St)

Description of Work ☒ No Change

Reason for Supplement

Authorize construction funds.

Advertisement Date: May 22, 2026

Indirect Cost Rate ☐ Yes ☒ No

Type of Work		Estimate of Funding				
		(1) Previous Agmt. / Suppl. Funds	(2) Supplement Funds	(3) Estimated Total Funds	(4) Estimated Agency Funds	(5) Estimated State Funds
PE or Planning	a. Agency	\$ 51,836.00		\$ 51,836.00	\$ 0.00	\$ 51,836.00
	b. Other					
	c. Other					
	d. State Services	\$ 2,000.00		\$ 2,000.00	\$ 0.00	\$ 2,000.00
	e. Total PE Cost Estimate	\$ 53,836.00	\$ 0.00	\$ 53,836.00	\$ 0.00	\$ 53,836.00
RW	f. Agency					
	g. Other					
	h. Other					
	i. State Services					
	j. Total R/W Cost Estimate	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
CN	k. Contract		\$ 517,963.00	\$ 517,963.00	\$ 161,059.00	\$ 356,904.00
	l. Other					
	m. Other					
	n. Other					
	o. Agency		\$ 55,496.00	\$ 55,496.00	\$ 55,496.00	
	p. State Services		\$ 2,000.00	\$ 2,000.00		\$ 2,000.00
	q. Total CN Cost Estimate	\$ 0.00	\$ 575,459.00	\$ 575,459.00	\$ 216,555.00	\$ 358,904.00
r. Total Project Cost Estimate		\$ 53,836.00	\$ 575,459.00	\$ 629,295.00	\$ 216,555.00	\$ 412,740.00

AGENCY

BY: _____

Title: Mayor

Agency Date: _____

STATE

BY: _____

Director, Local Programs

Date Executed: _____

Local Programs Authorization Package Checklist

Agency: City of Marysville

Project Title: Marysville Middle School - 49th DR NE (South of Grove ST) Safe Route to School

Fed Aid/State Project #: HLP-SR23(028)

	By Phase (check all that apply)			
Funding Request	PL*	PE**	RW	CN
New Phase Authorization	☐	☐	☐	☒
Phase Modification	☐	☐	☐	☐

Non-Funding Request	☐
---------------------	--------------------------

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

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

Agency Check Region Check HQ Check

Miscellaneous Items

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

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

Y

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

N

Y / N

Y / N

Y / N

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

☒	☐	☐
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Are all three pages of the current form included?

Y (instructions removed)

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

Y

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

Y

Are pages 1 and 3 signed?

N (pg 3 upon approval)

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

CA Agency:

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

Y

Are Congressional and Legislative Districts included and correct?

Y

Project Zip Code includes the +4?

Y

Are estimated costs included for all phases of the project?

Y

Are the Functional Classification and Urban/Rural designation correct?

Y

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

Y

Typical Sections & Vicinity Map - LAG Chapter 21

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

Y

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

Y

Are the project limits clearly marked on the map?

Y

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

Y

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

Y

STIP/Funding Documentation - LAG Chapter 12

☐	☐	☐
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Is the currently approved STIP page included?

N

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

N/A

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

N

Is funding from all requested programs shown in the STIP?

N

Are the requested funds supported by the STIP?

N

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

N/A

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

N/A

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

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

Y

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

Y

All pages of Agreement included?

Y

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

Y

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

Y

Local Programs Authorization Package Checklist

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

PROJECT NOTES (Provide additional information or explanation as necessary)



State Funds Project Prospectus

Project Number	HLP-SR23(028)	Date	04/09/2026
Local Agency Project Number	R2502	Statewide Vendor Number	SWV0000432

Agency City of Marysville					
Project Title Marysville Middle School - 49th DR NE (South of Grove ST) Safe Route to School		Start Latitude N 48.059798 End Latitude N 48.061054		Start Longitude W -122.164285 End Longitude W -122.164399	
Project Termini From Marysville Middle School (north end)		Nearest City Name Marysville			Project Zip Code (+4) 98270 - 4452
Project Termini To 72nd St NE (Grove St)		City Number 0745	County Number 31	County Name Snohomish	
Begin Mile Post NA	End Mile Post NA	Length of Project 0.1 miles	WSDOT Region Northwest Region	Legislative District(s) 38	Congressional District(s) 1

Phase	Total Estimated Cost	Local Agency Funding	State Funds	Phase Start Date	
	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	Month	Year
P.E.	\$ 53,800	\$ 0	\$ 53,800	05/2025	
R/W	\$ 0	\$ 0	\$ 0	N/A	
Const.	\$ 575,500	\$ 216,600	\$ 358,900	05/2026	
Total	\$ 629,300	\$ 216,600	\$ 412,700		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width Varies, 28' and 35'	Number of Lanes 2
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49th Dr NE is a 2-lane road with limited shoulder and sidewalks, and is 2-way stop controlled at the 72nd St NE (Grove St) intersection, with restricted (NB) left turns. 72nd St NE is a 2 lane road with sidewalks, bike lanes, and a tapered turn lane west of 49th Dr NE. The intersection has ADA ramps at all corners, and crosswalks at 3 quadrants with an RRFB across 72nd St NE.

Description of Proposed Work

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

Install 10' wide shared use path with landscape buffer and ADA ramp; striping of street centerline along 49th Dr NE between 72nd St NE (Grove St) and Marysville Middle School (north end). Additional improvements include three ADA ramps and curb extensions at the 49th Dr NE and 72nd St NE (Grove St) intersection.

Local Agency Contact Person Nick Loutsis		Title Project Engineer		Phone 425-754-8287	
Mailing Address 501 Delta Ave		City Marysville		State WA	Zip Code 98270
State Funds Project Prospectus Approval	By  _____ Approving Authority				
	Title Engineering Services Director				Date 04/09/2026

**Marysville Middle School - 49th DR NE (south of Grove ST) Safe Routes to School
Improvements Project**

ITEM	DESCRIPTION	QUANTITY	UNITS	Engineer's Estimate	
				UNIT PRICES	TOTAL PRICE
1	Roadway Surveying	1	LS	\$7,500.00	\$7,500.00
2	Mobilization (8%)	1	LS	\$90,000.00	\$90,000.00
3	Project Temporary Traffic Control	1	LS	\$20,000.00	\$20,000.00
4	Clearing and Grubbing	1	LS	\$10,000.00	\$10,000.00
5	Removal of Structures and Obstructions	1	LS	\$15,000.00	\$15,000.00
6	Roadway Excavation Incl. Haul	350	CY	\$60.00	\$21,000.00
7	Unsuitable Foundation Excavation Incl. Haul	35	CY	\$100.00	\$3,500.00
8	Gravel Borrow Incl. Haul	330	TON	\$50.00	\$16,500.00
9	Crushed Surfacing Top Course	90	TON	\$70.00	\$6,300.00
10	Erosion/Water Pollution Control	1	LS	\$10,000.00	\$10,000.00
11	Property Restoration	1	LS	\$15,000.00	\$15,000.00
12	Cement Conc. Traffic Curb and Gutter	635	LF	\$45.00	\$28,575.00
13	Cement Conc. Driveway Entrance	268	SY	\$125.00	\$33,500.00
14	Cement Concrete Sidewalk	431	SY	\$110.00	\$47,410.00
15	Cement Conc. Sidewalk Ramp Type 2	5	EA	\$5,000.00	\$25,000.00
16	Bioretention Facilities	650	SF	\$25.00	\$16,250.00
17	Signage	1	LS	\$2,300.00	\$2,300.00
18	Pavement Markings	1	LS	\$2,300.00	\$2,300.00
19	Remove Pavement Markings	1	LS	\$2,300.00	\$2,300.00
20	Access Gate	1	LS	\$9,500.00	\$9,500.00
21	Plastic Cross Walk Marking	550	SF	\$20.00	\$11,000.00
22	Permanent Signing	1	LS	\$500.00	\$500.00
23	Painted Line	800	LF	\$0.75	\$600.00
21	Painted Wide Line	800	LF	\$1.25	\$1,000.00
22	Catch Basin Type 1	1	LS	\$2,500.00	\$2,500.00
23	Plastic Stop Line	22	LF	\$5.00	\$110.00
24	Project Sign	2	EA	\$500.00	\$1,000.00
25	Adjust Water Valve	2	EA	\$1,000.00	\$2,000.00
26	Adjust Mail Boxes	1	LS	\$500.00	\$500.00
27	Adjust Catch Basin	1	LS	\$1,000.00	\$1,000.00
CONSTRUCTION SUBTOTAL					\$402,145.00
CONTINGENCY (15%)					\$60,321.75
CONTRACT TOTAL					\$517,962.76
(CM BY AGENCY) CONSTRUCTION ENGINEERING (10%)					\$55,496.01
(CN) STATE SERVICES					\$2,000.00
(CONTRACT + CM + CN STATE SERVICES) TOTAL CN					\$575,458.77
(PE) DESIGN					\$51,836.00
(PE) STATE SERVICES					\$2,000.00
(PE DESIGN + PE STATE SERVICES) TOTAL PE					\$53,836.00
(TOTAL CN + TOTAL PE) PROJECT TOTAL					\$629,294.77

Quarterly Expenditure Plan

Marysville Middle School - 49th DR NE (South of Grove ST) Safe Route to School

Quarter	Planned Expenditures
Q1 2026	\$0.00
Q2 2026	\$50,000.00
Q3 2026	\$250,000.00
Q4 2026	\$58,904.00



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

April 9, 2026

Nick Loutsis
Project Engineer
City of Marysville
501 Delta Ave
Marysville, WA 98270

In future correspondence please refer to:
Project Tracking Code: 2026-04-02712
Property: Marysville Middle School - 49th Dr NE Pedestrian Safety Improvements
Re: No Historic Resources Impacted

Dear Nick Loutsis:

Thank you for contacting the Washington State Department of Archaeology and Historic Preservation (DAHP) regarding the above-referenced proposal. This action has been reviewed on behalf of the State Historic Preservation Officer (SHPO) under provisions of Governor's Executive Order 21-02. Our review is based upon documentation provided in your submittal.

It is our opinion that no historic resources will be impacted by the current project as proposed.

As a result of our opinion, further contact with DAHP on this proposal is not necessary. However, if new information about affected resources becomes available and/or the project scope of work changes significantly, please resume consultation as our assessment may be revised. Also, if any archaeological resources are uncovered during construction, please halt work immediately in the area of discovery and contact the appropriate Native American Tribes and DAHP for further consultation.

Thank you for the opportunity to review and comment. If you have any questions, please feel free to contact me.

Sincerely,

Maureen Elenga, M.A.
Architectural Historian – Transportation Reviewer
(360) 972-4539
Maureen.Elenga@dahp.wa.gov




**Washington State
Department of Transportation**

Local Programs State Funding Agreement Work by Public Agencies		Agency and Address City of Marysville 501 Delta Avenue Marysville, WA 98270	
Agreement Number LA11102	Project Number HLP-SR23(028)	Description of Work (See also "Exhibit A") Install 10' wide shared use path with landscape buffer and ADA ramp; striping of street centerline along 49th Dr NE between 72nd St NE (Grove St) and Marysville Middle School (north end). Additional improvements include three ADA ramps and curb extensions at the 49th Dr NE and 72nd St NE (Grove St) intersection.	
Project Title Marysville Middle School - 49th DR NE (South of Grove ST) Safe Route to School			
Termini Marysville Middle School (north end) to 72nd St NE (Grove St)		Advertisement Date	Indirect Cost Rate ☐ Yes ☒ No

This AGREEMENT is made and entered into between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter call the "AGENCY."

WHEREAS, the AGENCY is planning the work shown above, and in connection therewith, the AGENCY has requested financial assistance for the project or program, and

WHEREAS, the AGENCY has requested funds for the above shown project or program, which has been selected by the STATE for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREE AS FOLLOWS:

Type of Work		Estimate of Funding		
		(1) Estimated Total Funds	(2) Estimated Agency Funds	(3) Estimated State Funds
PE or Planning	a. Agency	\$ 51,836.00	\$ 0.00	\$ 51,836.00
	b. Other			
	c. Other			
	d. State Services	\$ 2,000.00	\$ 0.00	\$ 2,000.00
	e. Total PE Cost Estimate	\$ 53,836.00	\$ 0.00	\$ 53,836.00
RW	f. Agency			
	g. Other			
	h. Other			
	i. State Services			
	j. Total R/W Cost Estimate	\$ 0.00	\$ 0.00	\$ 0.00
CN	k. Contract			
	l. Other			
	m. Other			
	n. Other			
	o. Agency			
	p. State Services			
	q. Total CN Cost Estimate	\$ 0.00	\$ 0.00	\$ 0.00
	r. Total Project Cost Estimate	\$ 53,836.00	\$ 0.00	\$ 53,836.00

I General

The AGENCY agrees to perform the above described work in accordance with the Project Application attached hereto as "Exhibit A" and made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The AGENCY will incorporate the plans and specifications into the AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract, or if the project is of a size which the AGENCY is authorized to perform with its own forces under the laws of the State of Washington, the AGENCY may proceed with its own forces.

All work performed under this AGREEMENT shall comply with the applicable provisions of state law.

II Payment

The STATE, in consideration of the faithful performance of the work to be performed by the AGENCY, agrees to reimburse the AGENCY for the percentage of the actual direct and related indirect cost of the work shown above, up to the "MAXIMUM AMOUNT AUTHORIZED". The agency will comply with Governmental Accounting Auditing and Financial Reporting Standards and applicable state law and local regulations, policies and procedures. No payment will be made for work done prior to execution of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment. The AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the AGENCY has completed work.

The AGENCY agrees that all costs in excess of the amount authorized and the AGENCY's matching funds shall be the responsibility of the AGENCY.

III Audit

The AGENCY agrees that an audit may be conducted by the STATE. During the progress of the work and for a period not less than three (3) years from the date of final payment to the AGENCY, the records and accounts pertaining to the work and accounting thereof are to be kept available for inspection and audit by the STATE and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

AGENCY

By: _____

DocuSigned by:

Jon Melning

A8AE51528DE9478...

Title: Mayor

Agency Date: 6/10/2025

DOT Form 140-08/LP Revised 12/2024
• Previous Versions Obsolete •

IV Legal Relations

No liability shall attach to the AGENCY or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

V Nondiscrimination

The AGENCY agrees to comply with all applicable state and federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all subcontractors providing services or performing any work using funds provided under this AGREEMENT.

VI Venue

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

VII Termination

The Secretary of the Department of Transportation may terminate this AGREEMENT if the funding becomes unavailable or if the Secretary determines that it is in the best interest of the STATE.

VIII Final Report and Final Inspection

Within ninety (90) days following the completion of the project and submission of the final billing for the project, a final report and/or final inspection shall be submitted to the Director, Highways & Local Programs containing the following information:

Non-Capital Projects

1. A description of the project or program.
2. A summary of actual costs of the project or program.
3. An evaluation of the project or program. This should address aspects such as transportation and/or other benefits to the public.

Capital Projects

1. A final inspection is required.

IX Supplement

This agreement may be modified or supplemented only in writing by parties.

STATE

By: _____

Stephanie Tax

Digitally signed by Stephanie Tax
Date: 2025.06.25 11:40:48 -07'00'

Director, Local Programs

Date Executed: _____

Exhibit A

Project Summary

HLP-SR23(028)

Program: Safe Routes To School

Date: May 2023

Agency: City of Marysville

Project Title: Marysville Middle School - 49th DR NE (South of Grove ST) Safe Route to School

Project Description: Shared-use path/trail, curb extensions/bulb-outs, ADA curb ramps

Detailed Project Description:

- 1) On 49th Drive NE (Marysville Middle School Dr.) between Marysville Middle School north end and 72nd Street NE (Grove St.) install
 - a. Shared use path – 10' wide with curb and landscape buffer 5' wide (~500')
 - b. ADA curb ramp (1)
 - c. Striping of street centerline, reinforcing lane widths (narrowed by curb extensions)
- 2) At the intersection of 49th Dr. NE and 72nd St. NE (Grove St):
 - a. Curb extensions
 - b. ADA curb ramps (3)

Project Schedule:

Begin PE	3/24
Environmental Documents Approved	09/24
Right-of-Way Approved	12/24
Estimated Contract Ad	03/25
Estimated Contract Award Date	05/25
Open to Traffic	09/25

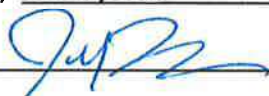
Project Cost and Award Amount:

Phase	Total Project Cost	Amount Requested	Amount Awarded
Preliminary Engineering	\$53,836	\$53,836	\$53,836
Right-of-Way	\$0	\$0	\$0
Construction	\$358,904	\$358,904	\$358,904
Match	\$0	N/A	N/A
Total	\$412,740	\$412,740	\$412,740

If you agree to the project summary described above, please sign below and return to [Charlotte Claybrooke](#) or [Brian Wood](#).

Concurrence: I agree to the project summary described above.

Approving Authority Name (Print): Jeff Laycock

Approving Authority Signature: 

Date: May 18, 2023



Washington State
Department of Transportation

State Funds Project Prospectus

Project Number		Date	05/07/2025
Local Agency Project Number	R2502	Statewide Vendor Number	

Agency City of Marysville					
Project Title Marysville Middle School - 49th DR NE (South of Grove ST) Safe Route to School		Start Latitude N 48.059798 End Latitude N 48.061054		Start Longitude W -122.164285 End Longitude W -122.164399	
Project Termini From Marysville Middle School (north end)		Nearest City Name Marysville			Project Zip Code (+) 98270
Project Termini To 72nd St NE (Grove St)		City Number 0745	County Number 31	County Name Snohomish	
Begin Mile Post NA	End Mile Post NA	Length of Project 0.1 miles	WSDOT Region Northwest Region	Legislative District(s) 38	Congressional District(s) 1

Phase	Total Estimated Cost	Local Agency Funding	State Funds	Phase Start Date	
	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	Month	Year
P.E.	\$ 53,800	\$ 0	\$ 53,800	05/2025	
R/W	\$ 0	\$ 0	\$ 0	N/A	
Const.	\$ 358,900	\$ 0	\$ 358,900	05/2026	
Total	\$ 412,700	\$ 0	\$ 412,700		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width Varies, 28' and 35'	Number of Lanes 2
--------------------------------------	----------------------

49th Dr NE is a 2-lane road with limited shoulder and sidewalks, and is 2-way stop controlled at the 72nd St NE (Grove St) intersection, with restricted (NB) left turns. 72nd St NE is a 2 lane road with sidewalks, bike lanes, and a tapered turn lane west of 49th Dr NE. The intersection has ADA ramps at all corners, and crosswalks at 3 quadrants with an RRFB across 72nd St NE.

Description of Proposed Work

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

Install 10' wide shared use path with landscape buffer and ADA ramp; striping of street centerline along 49th Dr NE between 72nd St NE (Grove St) and Marysville Middle School (north end). Additional improvements include three ADA ramps and curb extensions at the 49th Dr NE and 72nd St NE (Grove St) intersection.

Local Agency Contact Person Nick Loutsis		Title Project Engineer		Phone 425-754-8287	
Mailing Address 501 Delta Ave		City Marysville		State WA	Zip Code 98270
State Funds Project Prospectus Approval	By 				
	Title Engineering Services Director				Date 5-27-2025

Agency City of Marysville	Project Title Marysville Middle School - 49th DR NE (South of Grove ST) Safe Route to School	Date 05/07/2025
------------------------------	--	--------------------

Type of Proposed Work

Project Type (Check all that Apply)	Roadway Width Varies, 28' and 35'	Number of Lanes 2
☒ New Construction		
☐ Reconstruction		
☐ Railroad		
☐ Bridge		
☐ Path / Trail		
☒ Pedestrian / Bicycle	☐ 3-R	
☐ Parking	☐ 2-R	
	☐ Other	

Performance of Work

Preliminary Engineering Will Be Performed By City of Marysville	Others 0 %	Agency 100 %
Construction Will Be Performed By Contract	Contract 100 %	Agency 0 %

Right of Way

☒ No Right of Way Needed

☐ Right of Way Needed

* All construction required by the contract can be accomplished within the exiting right of way.

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

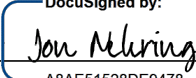
Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Remarks

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

Agency City of Marysville

Date

By  Mayor/Chairperson



Agenda Bill

AGENDA ITEM NO. 13.

DATE: April 27, 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 - 88TH Project Illumination – Phase 1

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute the service contract with PUD for illumination for the 88th ST NE Corridor Project – Phase 1.

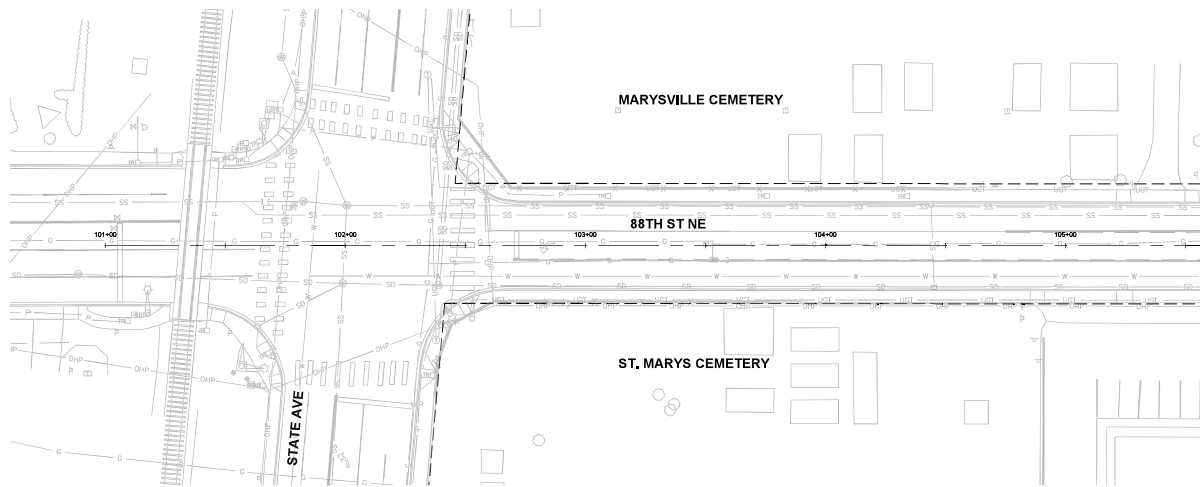
SUMMARY:

The City is providing illumination for the 88th project between State Avenue and 55th Avenue. While most illumination is provided from luminaires provided at distribution poles, which are provided by PUD as part of their utility relocation for the project, project locations such as intersections, crossings, and bus stops require additional lighting. The additional lighting is provided with 12 overhead powered wood poles, and 10 underground powered fiberglass poles. This additional lighting will be provided by PUD for an estimated cost of \$137,414.89 as part of the project.

ATTACHMENTS:

88TH PHASE 1- LIGHTING PLANS, 88TH PHASE 1 - PUD LIGHTING SKETCH - NORTH SIDE, 88TH PHASE 1 - PUD LIGHTING SKETCH - SOUTH SIDE, PUD SERVICE CONTRACT - ILLUMINATION - 88TH PHASE 1

SEC. 21, T. 30N., R5 E., W.M.
SNOHOMISH COUNTY



- GENERAL NOTES

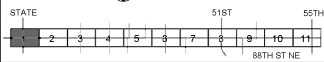
1. ALL LIGHT POLES, LUMINAIRES, RISERS AND PEDESTALS ARE TO BE INSTALLED BY SNOFUD AND ARE SHOWN FOR REFERENCE ONLY.
2. CONTRACTOR SCOPE OF WORKS ARE LIMITED TO CONDUITS AND CONDUIT STUB-OUTS. WIRING IS TO BE PROVIDED AND PULLED BY SNOFUD.
3. SEE SIGNAL PLAN FOR LIGHTING ON SIGNAL POLES. SIGNAL POLE LIGHTING TO BE INSTALLED BY CONTRACTOR.
4. ALL CONDUIT STUB-OUTS ARE TO BE CAPPED FOR FUTURE USE BY SNOFUD.
5. ALL CONDUIT RUNS SHALL BE INSTALLED AS SHOWN ON THE PLANS. LOCATIONS SHOWN ARE SCHEMATIC. THE FINAL LOCATION SHALL BE APPROVED BY THE ENGINEER.

LEGEND

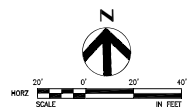
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		TRAFFIC SIGNAL POLE LUMINAIRE REPLACE LUMINAIRE ON EXISTING POLE
		CONDUIT STUB-OUT CONDUIT
		RIGHT-OF-WAY

MATCHLINE 105+60 SEE SHEET IL2

KEYMAP



NOTE TO REVIEWER:
NO WORK ON THIS SHEET. INCLUDED IN SET
FOR CONTINUITY.



DRAWN BY	DESIGNED BY	CHECKED BY	SCALE	DATE
ZW	ZW	MK	SHOWN	04/08/2
NO.	REVISION	BY	REVIEW	DATE

CITY FILE # LDA25-0024

LINE IS 1 INCH
AT FULL SIZE
FIRST Y-SIZE ADDS 1/2 INCH

CITY OF MARYSVILLE

88TH ST NE CORRIDOR IMPROVEMENT
PHASE 1 STATE AVE TO 55TH AVE NE
ILLUMINATION PLAN
BEGIN TO 105+60

SHEET NAME

IL1

164

292

SEC. 21, T. 30N., R5 E., W.M.
SNOHOMISH COUNTY

MARYSVILLE CEMETERY

ST. MARYS CATHOLIC CHURCH

88TH ST NE

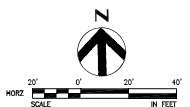
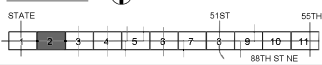
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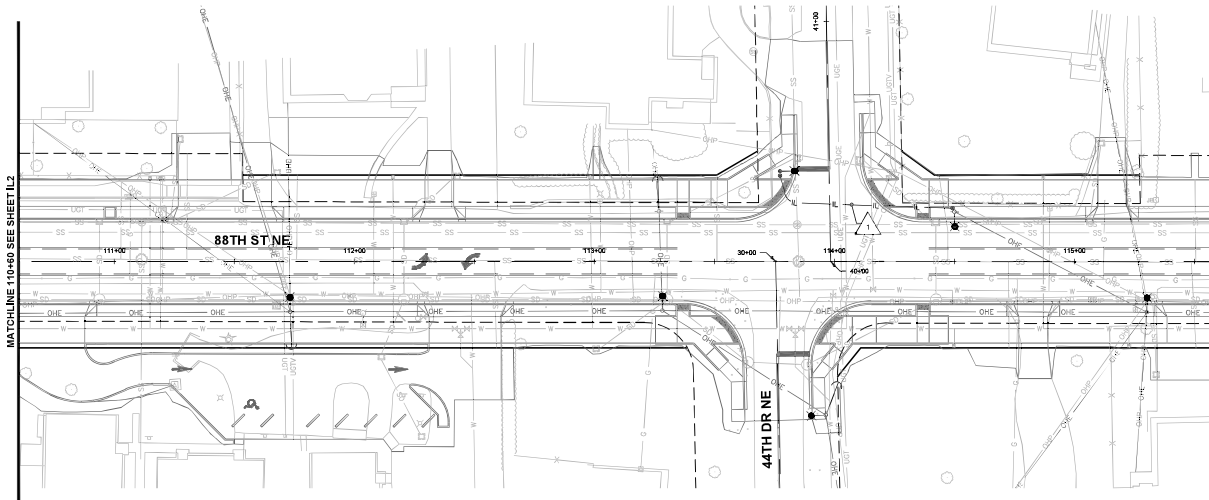
NEW	EXISTING	DESCRIPTION
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		FIBERGLASS POLE WITH LUMINAIRE
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		REPLACE LUMINAIRE ON EXISTING POLE
		CONDUIT STUB-OUT
		CONDUIT
		RIGHT-OF-WAY

KEYMAP



 MARYSVILLE WASHINGTON			DRAWN BY	DESIGNED BY	CHECKED BY	SCALE	DATE	CITY FILE # LDA25-0024	CITY OF MARYSVILLE 88TH ST NE CORRIDOR IMPROVEMENT PHASE 1 STATE AVE TO 55TH AVE NE ILLUMINATION PLAN 105+60 TO 110+60	SHEET NAME
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			NO.	REVISION	BY	REVIEW	DATE			165
										292

SEC. 21, T. 30N., R5 E., W.M.
SNOHOMISH COUNTY



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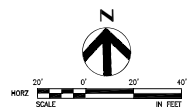
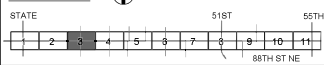
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		CONDUIT STUB-OUT
		CONDUIT
		RIGHT-OF-WAY

NOTE LTG - LIGHTING, GND - GROUND

ILLUMINATION WIRING SCHEDULE

NO.	CONDUIT SIZE	WIRING	COMMENTS
1	2" SCH. 80 PVC	-	WIRING TO BE INSTALLED BY SHOPUD

KEYMAP



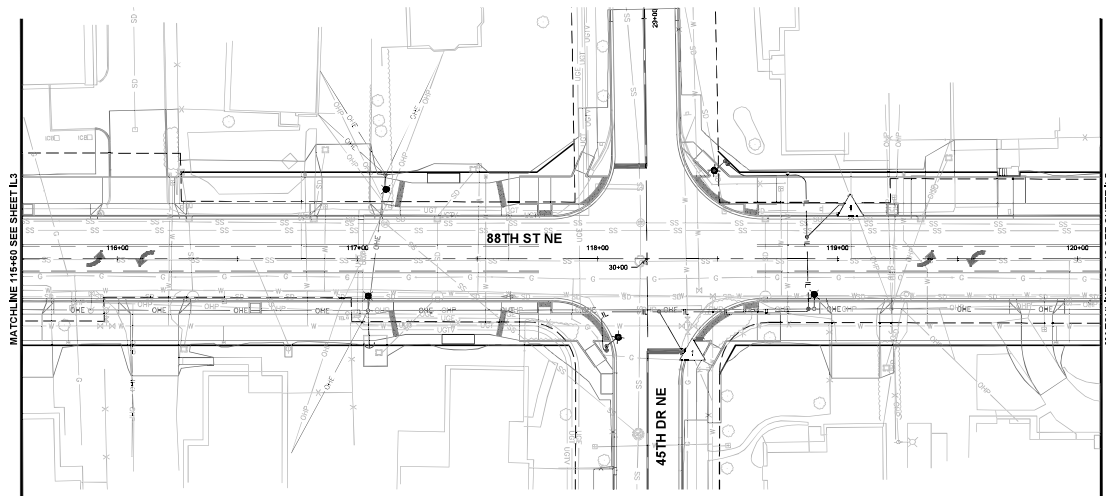
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NO. REVISION BY REVIEW DATE								LINES 1 INCH AT FULL SIZE (PRINT + COULD NOT BE SHOWN)	166	
									292	

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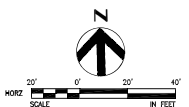
ILLUMINATION WIRING SCHEDULE

	CONDUIT SIZE	WIRING	COMMENTS
1	2" SCH. 80 PVC	-	WIRING TO BE INSTALLED BY SNOPOD

KEYMAP



A diagram of a 12-cell array. The cells are numbered 2 through 11. Cell 4 is shaded. Above the array, the word "STATE" is on the left, and "51ST" and "55TH" are on the right. Below the array, "88TH ST NE" is written.



DRAWN BY		DESIGNED BY		CHECKED BY		SCALE		DATE		CITY FILE # LDA25-0024		CITY OF MARYSVILLE		SHEET NAME	
ZW		ZW		MK		SHOWN		04/08/26				88TH ST NE CORRIDOR IMPROVEMENT PHASE 1 STATE AVE TO 55TH AVE NE ILLUMINATION PLAN		IL4	
												UNLESS 1 INCH EQUALS 100 FEET AT FULL SIZE (NOT TO SCALE)		167	
														115+60 TO 120+10	
NO		REVISION		BY		REVIEW		DATE						292	

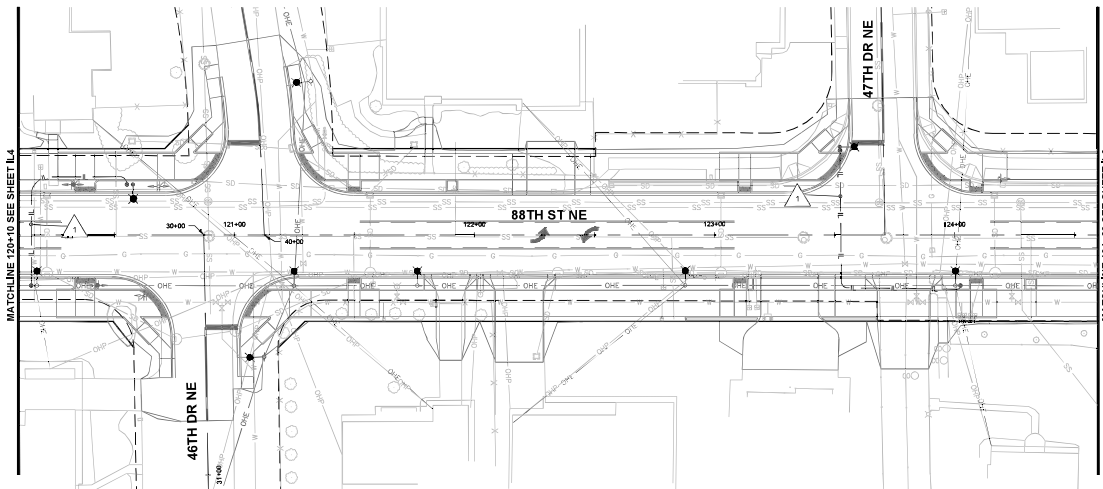
SEC. 21, T. 30N., R5 E., W.M.
SNOHOMISH COUNTY

GENERAL NOTES

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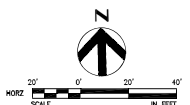
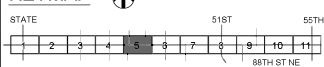


NOTE: LTO - LIGHTING, GND - GROUND

ILLUMINATION WIRING SCHEDULE

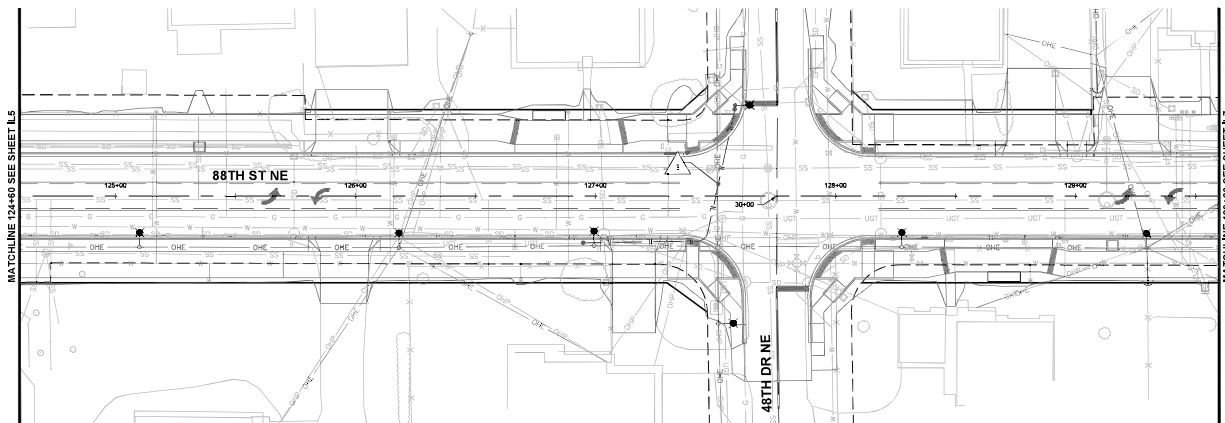
NO.	CONDUIT SIZE	WIRING	COMMENTS
1	2" SCH. 80 PVC	-	WIRING TO BE INSTALLED BY SNOPLUD

KEYMAP



 MARYSVILLE WASHINGTON			DRAWN BY	DESIGNED BY	CHECKED BY	SCALE	DATE	CITY FILE # LDA25-0024	CITY OF MARYSVILLE 88TH ST NE CORRIDOR IMPROVEMENT PHASE 1 STATE AVE TO 55TH AVE NE ILLUMINATION PLAN 120+10 TO 124+60	SHEET NAME
			ZW	ZW	MR	SHOWN	04/08/26			IL5
NO. REVISION BY REVIEW DATE								LINES 1 INCH AT FULL SIZE (PLOT = CALS NOT SHOWN)	168	
									292	

SEC. 21, T. 30N., R5 E., W.M.
SNOHOMISH COUNTY



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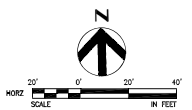
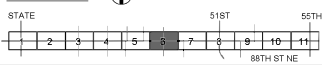
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ILLUMINATION WIRING SCHEDULE

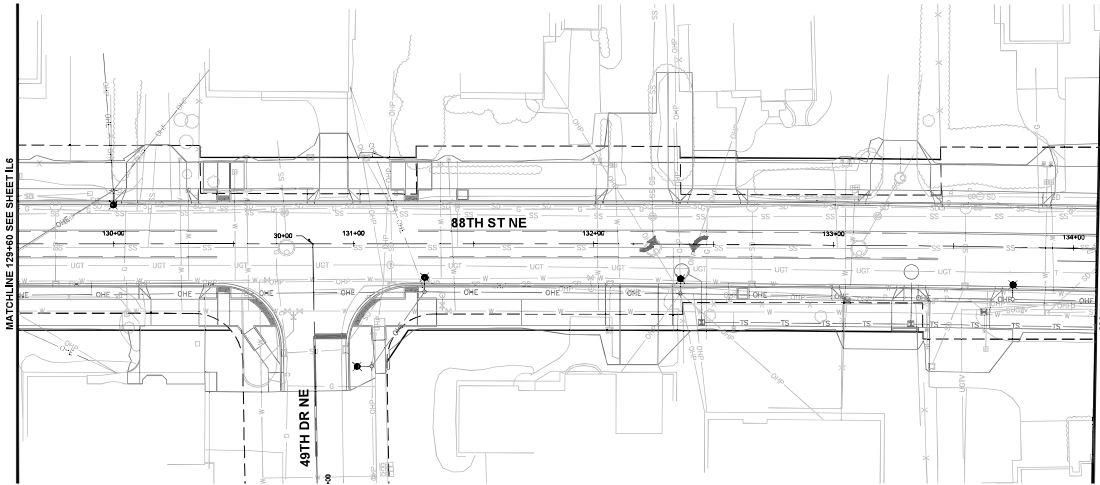
NO.	CONDUIT SIZE	WIRING	COMMENTS
1	2" SCH. 80 PVC	-	WIRING TO BE INSTALLED BY SHOPUD

KEYMAP



 MARYSVILLE WASHINGTON			DRAWN BY ZW	DESIGNED BY ZW	CHECKED BY MK	SCALE SHOWN	DATE 04/08/26	CITY FILE # LDA25-0024	CITY OF MARYSVILLE	SHEET NAME IL6
			NO. REVISION BY REVIEW DATE						LINE IS 1 INCH AT FULL SIZE (PRINT TO SCALE)	88TH ST NE CORRIDOR IMPROVEMENT PHASE 1 STATE AVE TO 55TH AVE NE ILLUMINATION PLAN 124+60 TO 129+60

SEC. 21, T. 30N., R5 E., W.M.
SNOHOMISH COUNTY



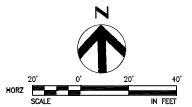
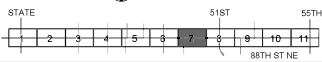
GENERAL NOTES

1. ALL LIGHT POLES, LUMINAIRES, RISERS AND PEDESTALS ARE TO BE INSTALLED BY SHOPUD AND ARE SHOWN FOR REFERENCE ONLY.
2. CONTRACTOR SCOPE OF WORKS ARE LIMITED TO CONDUITS AND CONDUIT SUB-OUTS. WIRING IS TO BE PROVIDED AND PULLED BY SHOPUD.
3. SEE SIGNAL PLAN FOR LIGHTING ON SIGNAL POLES. SIGNAL POLE LIGHTING TO BE INSTALLED BY CONTRACTOR.
4. ALL CONDUIT SUB-OUTS ARE TO BE CAPPED FOR FUTURE USE BY SHOPUD.
5. ALL CONDUIT RUNS SHALL BE INSTALLED AS SHOWN ON THE PLANS. LOCATIONS SHOWN ARE SCHEMATIC. THE FINAL LOCATION SHALL BE APPROVED BY THE ENGINEER.

LEGEND

NEW	EXISTING	DESCRIPTION
		DISTRIBUTION/WOOD POLE WITH LUMINAIRE
		FIBERGLASS POLE WITH LUMINAIRE
		TRAFFIC SIGNAL POLE LUMINAIRE
		REPLACE LUMINAIRE ON EXISTING POLE
		CONDUIT SUB-OUT
		CONDUIT
		RIGHT-OF-WAY

KEYMAP



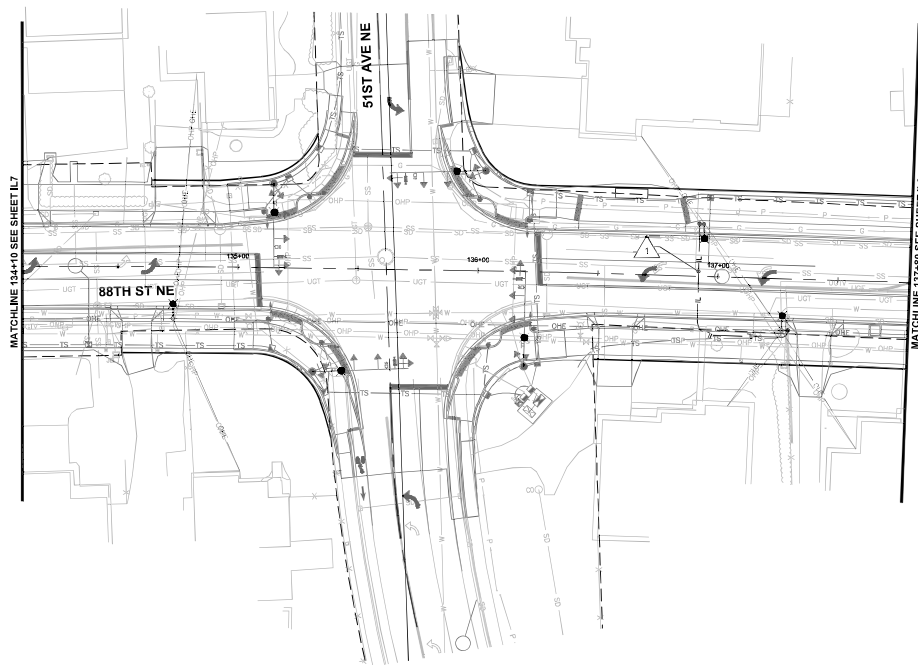
DRAWN BY	DESIGNED BY	CHECKED BY	SCALE	DATE
ZW	ZW	MR	SHOWN	04/08/26
NO.	REVISION	BY	REVIEW	DATE

CITY FILE # LDA25-0024
LINE IS 1 INCH AT FULL SIZE (PRINT = 1/4" = 1'-0" UNLESS NOTED)

CITY OF MARYSVILLE
88TH ST NE CORRIDOR IMPROVEMENT
PHASE 1 STATE AVE TO 55TH AVE NE
ILLUMINATION PLAN
129+60 TO 134+10

SHEET NAME
IL7
170
292

SEC. 21/22, T. 30N., R5 E., W.M.
SNOHOMISH COUNTY



GENERAL NOTES

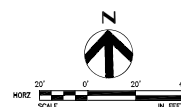
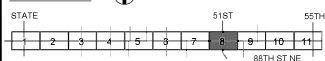
1. ALL LIGHT POLES, LUMINAIRES, RISERS AND PEDESTALS ARE TO BE INSTALLED BY SNUPOD AND ARE SHOWN FOR REFERENCE ONLY.
2. CONTRACTOR SCOPE OF WORKS ARE LIMITED TO CONDUITS AND CONDUIT SUB-OUTS. WIRING IS TO BE PROVIDED AND PULLED BY SNUPOD.
3. SEE SIGNAL PLAN FOR LIGHTING ON SIGNAL POLES. SIGNAL POLE LIGHTING TO BE INSTALLED BY CONTRACTOR.
4. ALL CONDUIT SUB-OUTS ARE TO BE CAPPED FOR FUTURE USE BY SNUPOD.
5. ALL CONDUIT RUNS SHALL BE INSTALLED AS SHOWN ON THE PLANS. LOCATIONS SHOWN ARE SCHEMATIC. THE FINAL LOCATION SHALL BE APPROVED BY THE RPO.

LEGEND

NEW	EXISTING	DESCRIPTION
		DISTRIBUTION/WOOD POLE WITH LUMINAIRE
		FIBERGLASS POLE WITH LUMINAIRE
		TRAFFIC SIGNAL POLE LUMINAIRE
		REPLACE LUMINAIRE ON EXISTING POLE
		CONDUIT STUB-OUT
		CONDUIT
		RIGHT-OF-WAY

NOTE: LTG - LIGHTING, GND - GROUND

ILLUMINATION WIRING SCHEDULE			
	CONDUIT SIZE	WIRING	COMMENTS
1	2" SCH. 80 PVC	-	WIRING TO BE INSTALLED BY SNOPOD



DRAWN BY	DESIGNED BY	CHECKED BY	SCALE	DATE	CITY FILE # LDA25-0024
ZW	ZW	MK	SHOWN	04/08/26	

LINE IS 1 INCH
AT FULL SIZE

CITY OF MARYSVILLE

88TH ST NE CORRIDOR IMPROVEMENT
PHASE 1 STATE AVE TO 55TH AVE NE
ILLUMINATION PLAN
134+10 TO 137+80

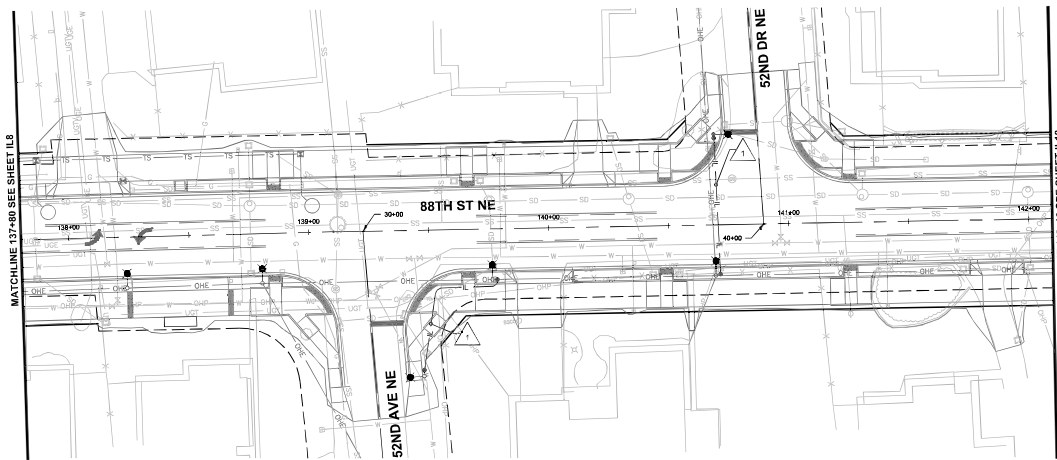
SHEET NAME

IL8

171

292

SEC. 22, T. 30N., R5 E., W.M.
SNOHOMISH COUNTY



GENERAL NOTES

1. ALL LIGHT POLES, LUMINAIRES, RISERS AND PEDESTALS ARE TO BE INSTALLED BY SHOPUD AND ARE SHOWN FOR REFERENCE ONLY.
2. CONTRACTOR SCOPE OF WORKS ARE LIMITED TO CONDUITS AND CONDUIT STUB-OUTS. WIRING IS TO BE PROVIDED AND PULLED BY SHOPUD.
3. SEE SIGNAL PLAN FOR LIGHTING ON SIGNAL POLES. SIGNAL POLE LIGHTING TO BE INSTALLED BY CONTRACTOR.
4. ALL CONDUIT STUB-OUTS ARE TO BE CAPPED FOR FUTURE USE BY SHOPUD.
5. ALL CONDUIT RUNS SHALL BE INSTALLED AS SHOWN ON THE PLANS. LOCATIONS SHOWN ARE SCHEMATIC. THE FINAL LOCATION SHALL BE APPROVED BY THE ENGINEER.

LEGEND

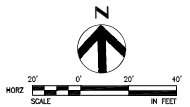
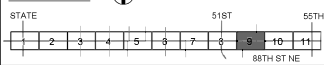
NEW	EXISTING	DESCRIPTION
		DISTRIBUTION/WOOD POLE WITH LUMINAIRE
		FIBERGLASS POLE WITH LUMINAIRE
		TRAFFIC SIGNAL POLE LUMINAIRE
		REPLACE LUMINAIRE ON EXISTING POLE
		CONDUIT STUB-OUT
		CONDUIT
		RIGHT-OF-WAY

NOTE: LTG - LIGHTING, GND - GROUND

ILLUMINATION WIRING SCHEDULE

	CONDUIT SIZE	WIRING	COMMENTS
1	2" SCH. 80 PVC	-	WIRING TO BE INSTALLED BY SHOPUD

KEYMAP



 MARYSVILLE WASHINGTON			DRAWN BY	DESIGNED BY	CHECKED BY	SCALE	DATE	CITY FILE # LDA25-0024	CITY OF MARYSVILLE 88TH ST NE CORRIDOR IMPROVEMENT PHASE 1 STATE AVE TO 55TH AVE NE ILLUMINATION PLAN 137+80 TO 142+10	SHEET NAME
			ZW	ZW	MR	SHOWN	04/08/26			IL9
			NO.		REVISION	BY	REVIEW	DATE	172 292	

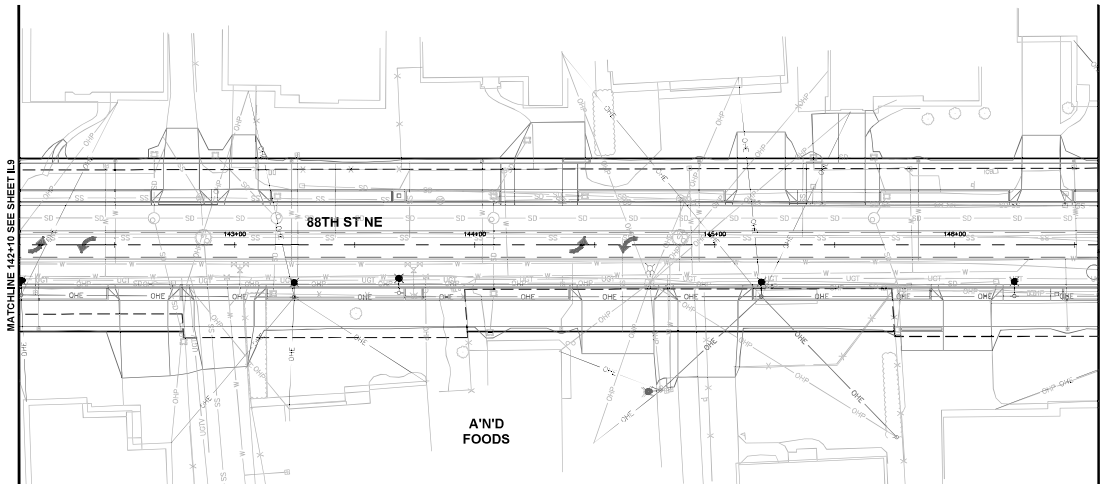
SEC. 22, T. 30N., R5 E., W.M.
SNOHOMISH COUNTY

GENERAL NOTES

1. ALL LIGHT POLES, LUMINAIRES, RISERS AND PEDESTALS ARE TO BE INSTALLED BY SHOPUD AND ARE SHOWN FOR REFERENCE ONLY.
2. CONTRACTOR SCOPE OF WORKS ARE LIMITED TO CONDUITS AND CONDUIT STUB-OUTS. WIRING IS TO BE PROVIDED AND PULLED BY SHOPUD.
3. SEE SIGNAL PLAN FOR LIGHTING ON SIGNAL POLES. SIGNAL POLE LIGHTING TO BE INSTALLED BY CONTRACTOR.
4. ALL CONDUIT STUB-OUTS ARE TO BE CAPPED FOR FUTURE USE BY SHOPUD.
5. ALL CONDUIT RUNS SHALL BE INSTALLED AS SHOWN ON THE PLANS. LOCATIONS SHOWN ARE SCHEMATIC. THE FINAL LOCATION SHALL BE APPROVED BY THE ENGINEER.

LEGEND

NEW	EXISTING	DESCRIPTION
		DISTRIBUTION/WOOD POLE WITH LUMINAIRE
		FIBERGLASS POLE WITH LUMINAIRE
		TRAFFIC SIGNAL POLE WITH LUMINAIRE
		REPLACE LUMINAIRE ON EXISTING POLE
		CONDUIT STUB-OUT
		CONDUIT
		RIGHT-OF-WAY

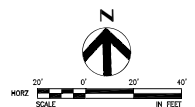
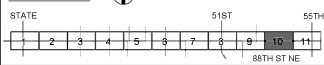


NOTE: LTG - LIGHTING, GND - GROUND

ILLUMINATION WIRING SCHEDULE

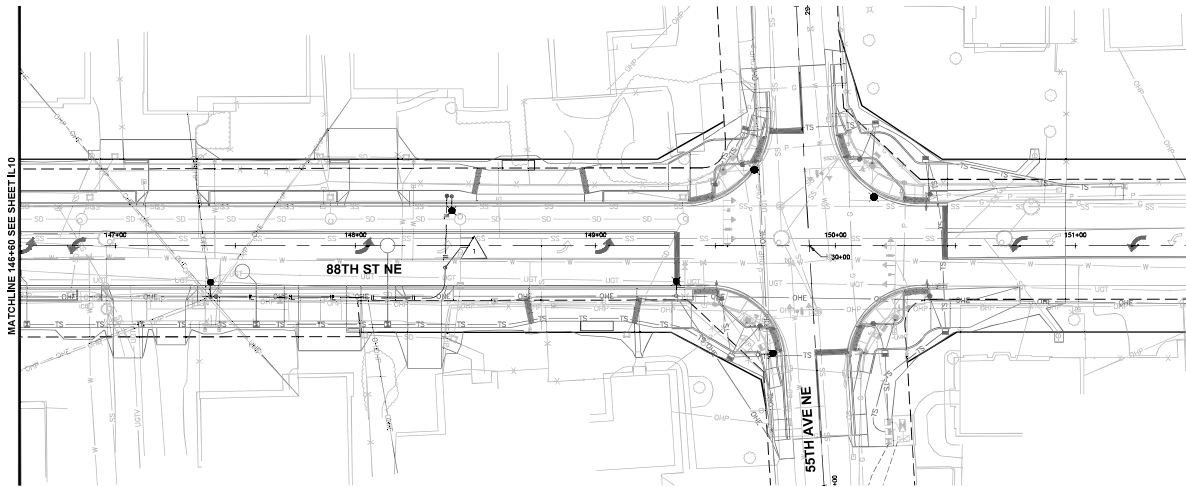
NO.	CONDUIT SIZE	WIRING	COMMENTS
1	2" SCH. 80 PVC	-	WIRING TO BE INSTALLED BY SHOPUD

KEYMAP



 MARYSVILLE WASHINGTON			DRAWN BY ZW	DESIGNED BY ZW	CHECKED BY MK	SCALE SHOWN	DATE 04/08/26	CITY FILE # LDA25-0024	CITY OF MARYSVILLE	SHEET NAME IL10
			NO. REVISION BY REVIEW DATE						88TH ST NE CORRIDOR IMPROVEMENT PHASE 1 STATE AVE TO 55TH AVE NE ILLUMINATION PLAN 142+10 TO 146+60	173 292

SEC. 22, T. 30N., R5 E., W.M.
SNOHOMISH COUNTY



GENERAL NOTES

1. ALL LIGHT POLES, LUMINAIRES, RISERS AND PEDESTALS ARE TO BE INSTALLED BY SHOPUD AND ARE SHOWN FOR REFERENCE ONLY.
2. CONTRACTOR SCOPE OF WORKS ARE LIMITED TO CONDUITS AND CONDUIT STUB-OUTS. WIRING IS TO BE PROVIDED AND PULLED BY SHOPUD.
3. SEE SIGNAL PLAN FOR LIGHTING ON SIGNAL POLES. SIGNAL POLE LIGHTING TO BE INSTALLED BY CONTRACTOR.
4. ALL CONDUIT STUB-OUTS ARE TO BE CAPPED FOR FUTURE USE BY SHOPUD.
5. ALL CONDUIT RUNS SHALL BE INSTALLED AS SHOWN ON THE PLANS. LOCATIONS SHOWN ARE SCHEMATIC. THE FINAL LOCATION SHALL BE APPROVED BY THE ENGINEER.

LEGEND

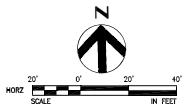
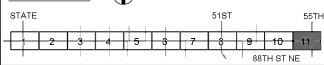
NEW	EXISTING	DESCRIPTION
		DISTRIBUTION/WOOD POLE WITH LUMINAIRE
		FIBERGLASS POLE WITH LUMINAIRE
		TRAFFIC SIGNAL POLE LUMINAIRE
		REPLACE LUMINAIRE ON EXISTING POLE
		CONDUIT STUB-OUT
		CONDUIT
		RIGHT-OF-WAY

NOTE: LTG - LIGHTING, GND - GROUND

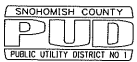
ILLUMINATION WIRING SCHEDULE

NO.	CONDUIT SIZE	WIRING	COMMENTS
1	2" SCH. 80 PVC	-	WIRING TO BE INSTALLED BY SHOPUD

KEYMAP



			DRAWN BY	DESIGNED BY	CHECKED BY	SCALE	DATE	CITY FILE # LDA25-0024	CITY OF MARYSVILLE 88TH ST NE CORRIDOR IMPROVEMENT PHASE 1 STATE AVE TO 55TH AVE NE ILLUMINATION PLAN 146+60 TO END	SHEET NAME
			ZW	ZW	MR	SHOWN	04/08/26			IL11
									174	
									292	

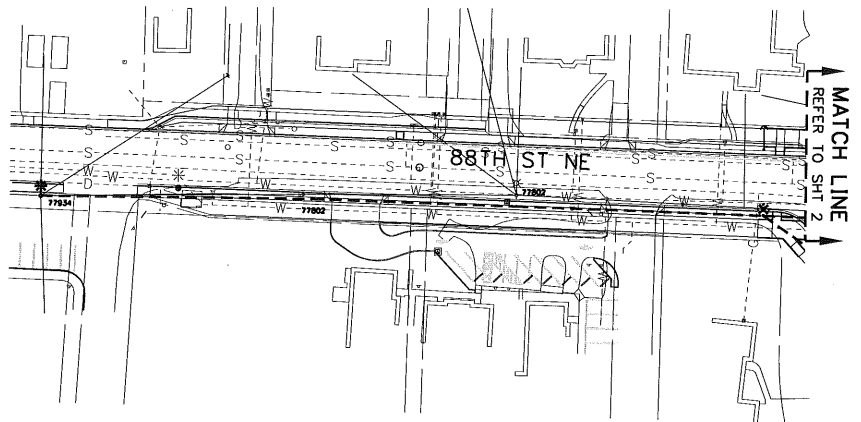


CONSTRUCTION NOTES:

Preliminary
04/08/2026 1:57:36 PM

LOCATION _____ AREA _____
POLE NO. _____ DATE _____
REASON FOR WORK _____ ENGINEER _____
DRAFTER _____ UGND NO. _____
SCALE _____
DATE PRINTED _____

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



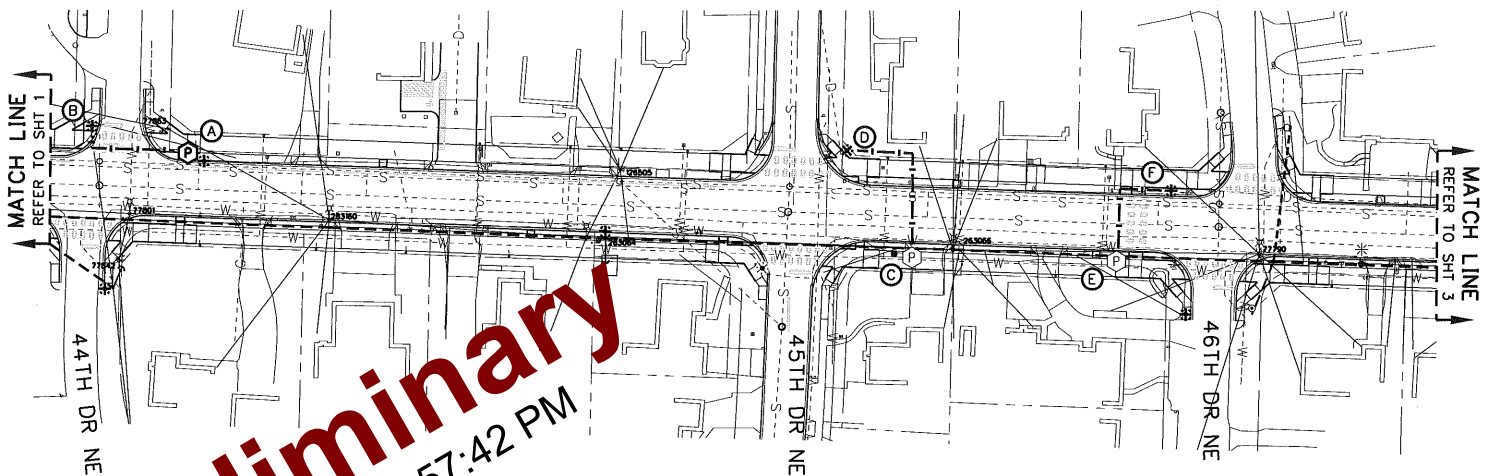
- LEGEND:**
- EXISTING POLE
 - ✕ EXISTING POLE-TO BE REMOVED
 - NEW POLE
 - ✕ NEW POLE TO REPLACE EXISTING POLE

LAYOUT
1" = 60'

SHEET 1 OF 5

- (A) INSTL 3" SEC'D RISER & SMALL PED W/ (3) 5-POS BARS (AS1U705).
 RUN 40' OF #350 KCMIL FROM POLE TO PED.
 INSTL XX' OF #8 DPX IN CUST INSTALLED 2" CONDUIT TO LOC B. (C1201)
- (B) INSTL UG FIBERGLASS SL POLE W/ BRKT FACING E, SET 5.5' DEEP (AS1L902).
 INSTL SIZE 'X' LED (L02XX) SL- _____ SIZE X LED.
- (C) INSTL XX' OF #8 DPX IN CUST INSTALLED 2" CONDUIT TO LOC D. (C1201)
- (D) INSTL UG FIBERGLASS SL POLE W/ BRKT FACING SW, SET 5.5' DEEP (AS1L902).
 INSTL SIZE 'X' LED (L02XX) SL- _____ SIZE X LED.

- (E) INSTL XX' OF #8 DPX IN CUST INSTALLED 2" CONDUIT TO LOC F. (C1201)
- (F) INSTL UG FIBERGLASS SL POLE W/ BRKT FACING S, SET 5.5' DEEP (AS1L902).
 INSTL SIZE 'X' LED (L02XX) SL- _____ SIZE X LED.



LEGEND:

- EXISTING POLE
- ✕ EXISTING POLE-TO BE REMOVED
- NEW POLE
- ✕ NEW POLE TO REPLACE EXISTING POLE

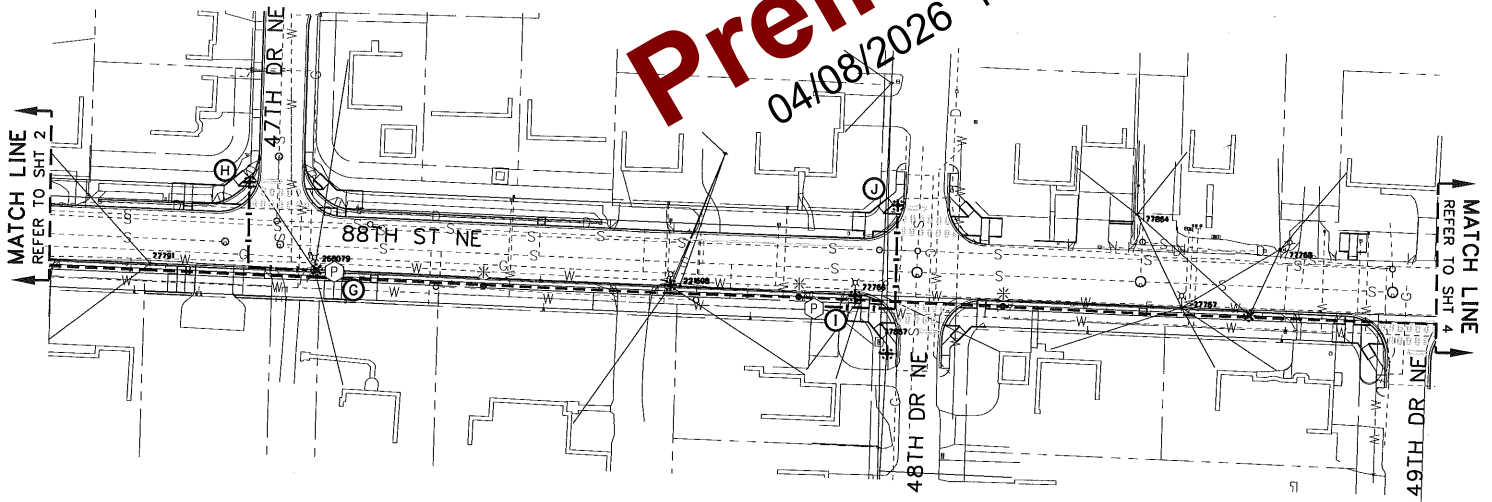
Preliminary
 04/08/2026 1:57:42 PM
 LAYOUT
 1" = 60'

SNOHOMISH COUNTY							
PUD							
PUBLIC UTILITY DISTRICT NO 1							
ORDER	OPERATION	SCALE	DFTR	ENGR	APVD/DATE	DATE	SHEET 2 OF 5

FILE: C:\Users\MP\OneDrive - Snohomish County PUD\Desktop\88th St PUD Reoc Microstation_32026.dgn
 DATE: 08-Apr-26 13:25

- Ⓒ INSTL XX' OF #8 DPX IN CUST INSTALLED 2" CONDUIT TO LOC H. (C1201)
- Ⓗ INSTL UG FIBERGLASS SL POLE W/ BRKT FACING E, SET 5.5' DEEP (AS1L902).
INSTL SIZE 'X' LED (L02XX) SL- _____ SIZE X LED.
- Ⓙ INSTL XX' OF #8 DPX IN CUST INSTALLED 2" CONDUIT TO LOC J. (C1201)
- Ⓜ INSTL UG FIBERGLASS SL POLE W/ BRKT FACING E, SET 5.5' DEEP (AS1L902).
INSTL SIZE 'X' LED (L02XX) SL- _____ SIZE X LED.

Preliminary
04/08/2026 1:57:53 PM



LEGEND:

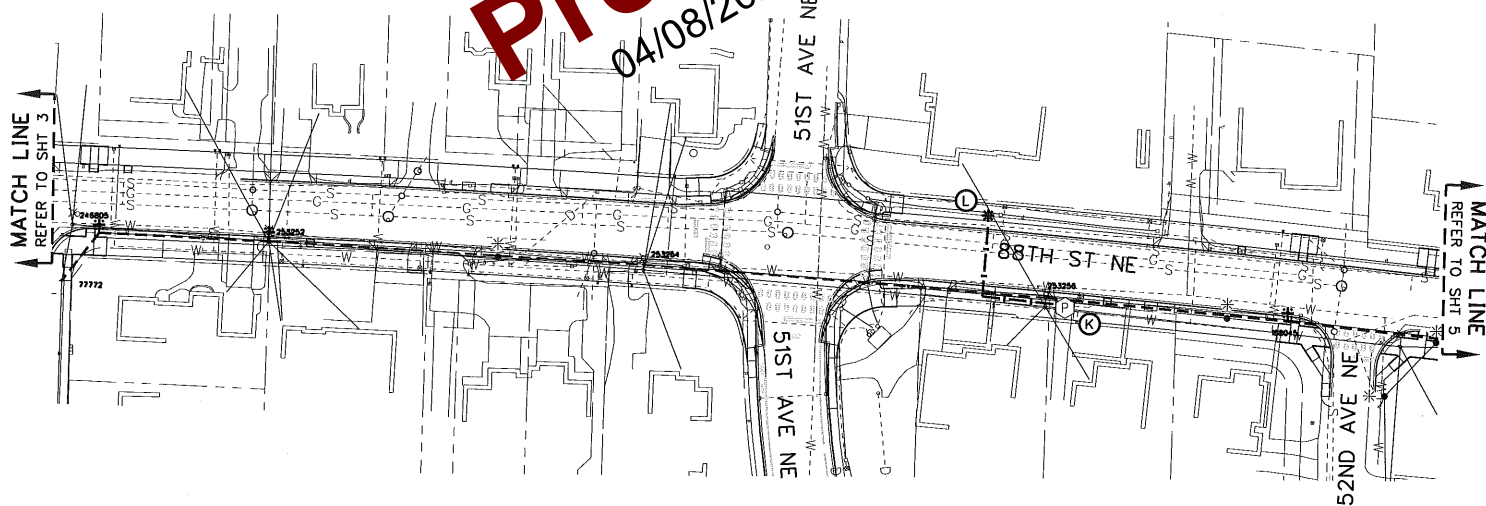
- EXISTING POLE
- ✕ EXISTING POLE-TO BE REMOVED
- NEW POLE
- ✕ NEW POLE TO REPLACE EXISTING POLE

LAYOUT
1" = 60'

SNOHOMISH COUNTY PUD PUBLIC UTILITY DISTRICT NO 1						
ORDER	OPERATION	SCALE	DFTR	ENGR	APVD/DATE	DATE
						SHEET 3 OF 5

FILE: C:\Users\j\OneDrive - Snohomish County PUD\Desktop\88th St PUD Reloc Microstation_32026.dgn
DATE: 08-Apr-26 1:57

- TO LOC L. (C1201)
T 5.5' DEEP (AS1L902).
X LED.
- Preliminary**
04/08/2026 1:58:02 PM
AVE NE



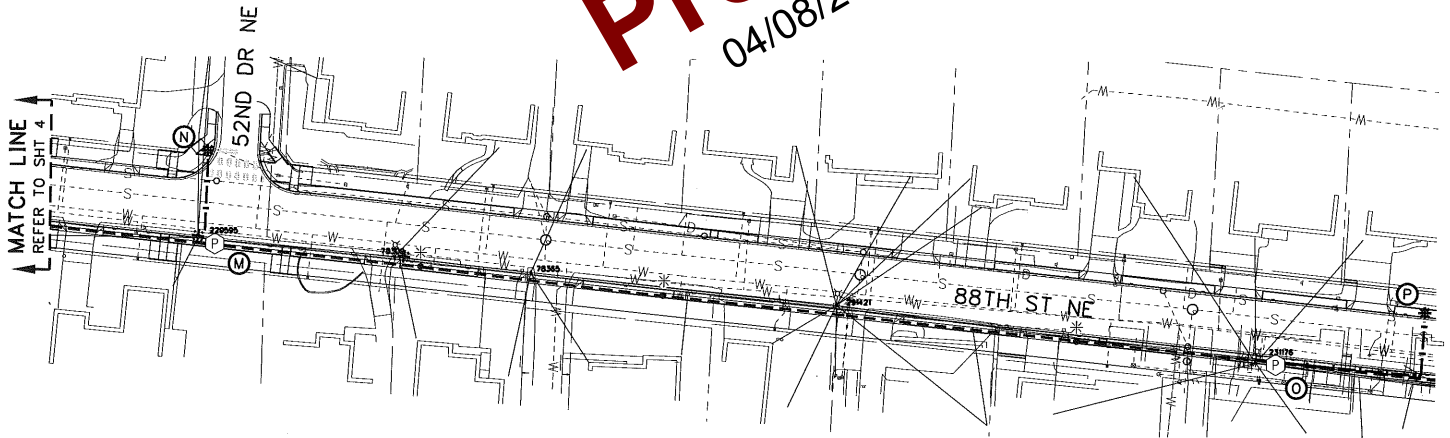
- EXISTING POLE
- ✕ EXISTING POLE-TO BE REMOVED
- NEW POLE
- ✕ NEW POLE TO REPLACE EXISTING POLE

ORDER	OPERATION	SCALE	DFTR	ENGR	APVD/DATE	DATE	SHEET <u>4</u> OF <u>5</u>

FILE: C:\Users\MPFlem\OneDrive - Snohomish County PUD\Desktop\88th St PUD Reloc Microstation_32026.dgn
DATE: 08-Aug-26 13:28

- (M) INSTL XX' OF #8 DPX IN CUST INSTALLED 2" CONDUIT TO LOC N. (C1201)
- (N) INSTL UG FIBERGLASS SL POLE W/ BRKT FACING E, SET 5.5' DEEP (AS1L902).
INSTL SIZE 'X' LED (L02XX) SL- _____ SIZE X LED.
- (O) INSTL XX' OF #8 DPX IN CUST INSTALLED 2" CONDUIT TO LOC P. (C1201)
- (P) INSTL UG FIBERGLASS SL POLE W/ BRKT FACING E, SET 5.5' DEEP (AS1L902).
INSTL SIZE 'X' LED (L02XX) SL- _____ SIZE X LED.

Preliminary
04/08/2026 1:58:09 PM



LEGEND:

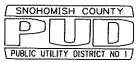
- EXISTING POLE
- ✕ EXISTING POLE-TO BE REMOVED
- NEW POLE
- ✕ NEW POLE TO REPLACE EXISTING POLE

LAYOUT

1" = 60'

SNOHOMISH COUNTY					
PUD					
PUBLIC UTILITY DISTRICT NO 1					
ORDER	OPERATION	SCALE	DFTR	ENGR	APVD/DATE
					DATE
					SHEET 5 OF 5

FILE: C:\Users\N\OneDrive - Snohomish County PUD\Desktop\88th St PUD Reloc Microstation_32026.dgn
DATE: 08-Apr-26 1:23



LOCATION _____ AREA _____
POLE NO. _____ 1/4S T R DATE _____ ORDER _____
REASON FOR WORK _____ ENGINEER _____ OPERATION **0030**
DRAFTER _____ UGND NO. _____
SCALE _____

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
LEU* _____ /'-\$

PRIMARY UNDERGROUND
☐ RESIDENTIAL
☐ COMMERCIAL
LEU* _____ BASIC FEE \$ _____

MISCELLANEOUS FEES
MISCELLANEOUS FEE \$ _____
MISCELLANEOUS FEE \$ _____
MISCELLANEOUS FEE \$ _____
MISCELLANEOUS FEE \$ _____

DATE PAID _____
RECEIPT NO. _____
ENGINEER _____
PHONE _____
CELLULAR _____

EASEMENTS ☐ REQUIRED ☐ NOT REQUIRED
E* _____
REQUEST NO. _____
DATE APPROVED _____
FOR SIGNATURE _____
☐ JOINT TRENCHING & CATV
☐ JOINT TRENCHING & CATV

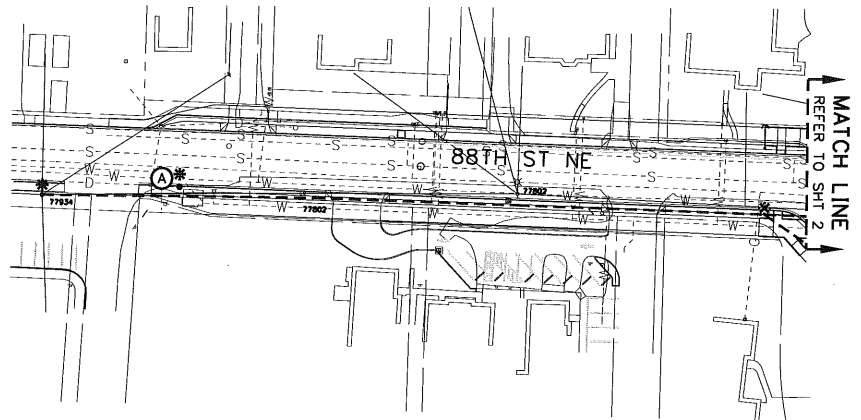
STRENGTH
TAKE _____
FROM _____
PERMIT \$ _____
ONE CALL DATE _____
No. _____

FIBER
☐ YES ☐ NO
STREET LIGHTING
☐ YES ☐ NO
M&R IN _____ AS-BUILT _____
GIS _____ M&R OUT _____
GIS QC _____ JOINT USE _____

APPROVED
DATE _____ DATE PRINTED _____
SUBSTATION _____
CIRCUIT NO. _____ PHASE _____
Preliminary
04/08/2026 1:56:17 PM

CONSTRUCTION NOTES:

- (A) INSTL 35' CL2 WOOD POLE AS STAKED (PW2035).
SET POLE XX' W OF POLE PLI 77802, SET 5.5' DEEP.
INSTL X' BRKT FACING N (L05XX).
INSTL SIZE 'X' LED (L02XX) SL- _____ SIZE X LED.
STRING XX' OF #6 OH TPX FROM POLE PLI 77802 TO NEW STREETLIGHT POLE.



LEGEND:

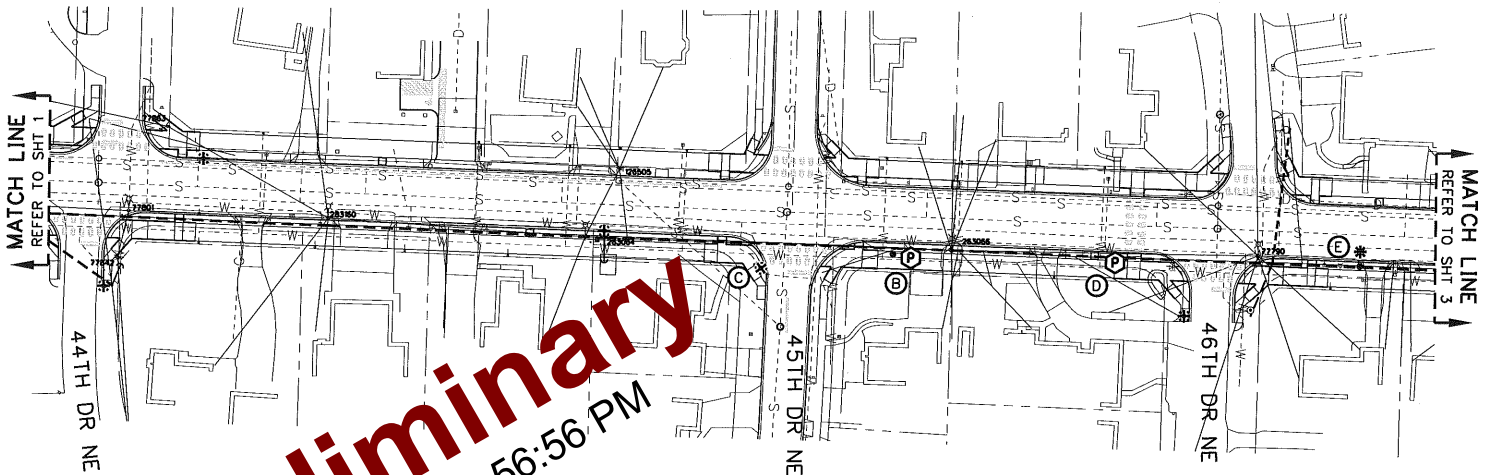
- EXISTING POLE
- ✕ EXISTING POLE-TO BE REMOVED
- NEW POLE
- ✕ NEW POLE TO REPLACE EXISTING POLE

LAYOUT
1" = 60'

SHEET 1 OF 5

- (B) INSTL 35' CL2 WOOD POLE, W/ GROUNDS AS STAKED (PW2035).
SET POLE XX' W OF POLE PLI 263066, SET 5.5' DEEP.
RUN APPROX XX' OF #2 TPX FROM POLE PLI 263066 TO LOC B.
INSTL 3" SEC'D RISER & SMALL PED W/ (3) 5-POS BARS (ASIU705).
RUN 40' OF #350 KCMIL FROM POLE TO PED.
INSTL X' BRKT FACING N (L05XX).
INSTL SIZE 'X' LED (L02XX) SL- _____ SIZE X LED.
INSTL XX' OF #8 DPX IN CUST INSTALLED 2" CONDUIT TO LOC C. (C1201)
- (C) INSTL UG FIBERGLASS SL POLE W/ BRKT FACING NE, SET 5.5' DEEP (ASL902).
INSTL SIZE 'X' LED (L02XX) SL- _____ SIZE X LED.

- (D) STRING APPROX XX' OF #2 TPX FROM POLE PLI 77790 TO LOC D.
INSTL 3" SEC'D RISER & SMALL PED W/ (3) 5-POS BARS (ASIU705).
RUN 40' OF #350 KCMIL FROM POLE TO PED.
- (E) INSTL 35' CL2 WOOD POLE AS STAKED (PW2035).
SET POLE XX' E OF POLE PLI 77790, SET 5.5' DEEP.
INSTL X' BRKT FACING N (L05XX).
INSTL SIZE 'X' LED (L02XX) SL- _____ SIZE X LED.
STRING XX' OF #6 OH TPX FROM POLE PLI 77790 TO NEW STREETLIGHT POLE.



LEGEND:

- EXISTING POLE
- ✕ EXISTING POLE-TO BE REMOVED
- NEW POLE
- ✕ NEW POLE TO REPLACE EXISTING POLE

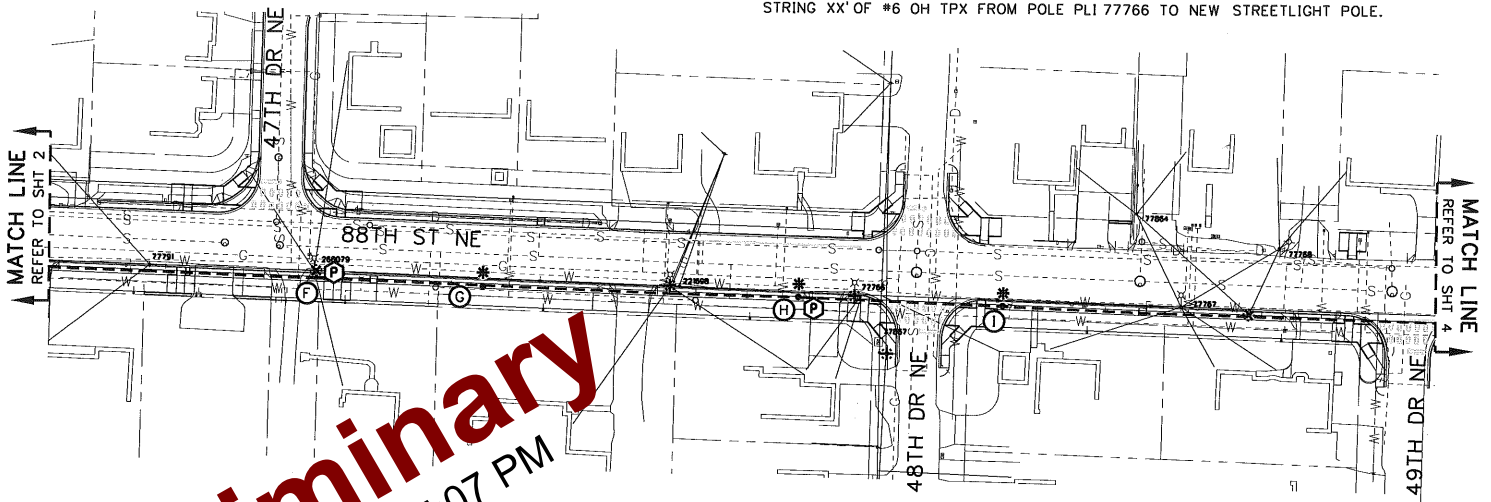
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1" = 60'

SNOHOMISH COUNTY		PUD					
PUBLIC UTILITY DISTRICT NO 1							
ORDER	OPERATION	SCALE	DFTR	ENGR	APVD/DATE	DATE	
							SHEET 2 OF 5

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- (F) INSTL 3" SEC'D RISER & SMALL PED W/ (3) 5-POS BARS (ASIU705).
RUN 40' OF #350 KCMIL FROM POLE TO PED.
- (G) INSTL 35' CL2 WOOD POLE AS STAKED (PW2035).
SET POLE XX' E OF POLE PLI 268079, SET 5.5' DEEP.
INSTL X' BRKT FACING N (L05XX).
INSTL SIZE 'X' LED (L02XX) SL- _____ SIZE X LED.
STRING XX' OF #6 OH TPX FROM POLE PLI 268079 TO NEW STREETLIGHT POLE.

- (H) INSTL 35' CL2 WOOD POLE, W/ GROUNDS AS STAKED (PW2035).
SET POLE XX' W OF POLE PLI 77766, SET 5.5' DEEP.
STRING APPROX XX' OF #2 TPX FROM POLE PLI 77766 TO LOC H.
INSTL 3" SEC'D RISER & SMALL PED W/ (3) 5-POS BARS (ASIU705).
RUN 40' OF #350 KCMIL FROM POLE TO PED.
INSTL X' BRKT FACING N (L05XX).
INSTL SIZE 'X' LED (L02XX) SL- _____ SIZE X LED.
- (I) INSTL 35' CL2 WOOD POLE AS STAKED (PW2035).
SET POLE XX' E OF POLE PLI 77766, SET 5.5' DEEP.
INSTL X' BRKT FACING N (L05XX).
INSTL SIZE 'X' LED (L02XX) SL- _____ SIZE X LED.
STRING XX' OF #6 OH TPX FROM POLE PLI 77766 TO NEW STREETLIGHT POLE.



LEGEND:

- EXISTING POLE
- ✕ EXISTING POLE TO BE REMOVED
- NEW POLE
- ✕ NEW POLE TO REPLACE EXISTING POLE

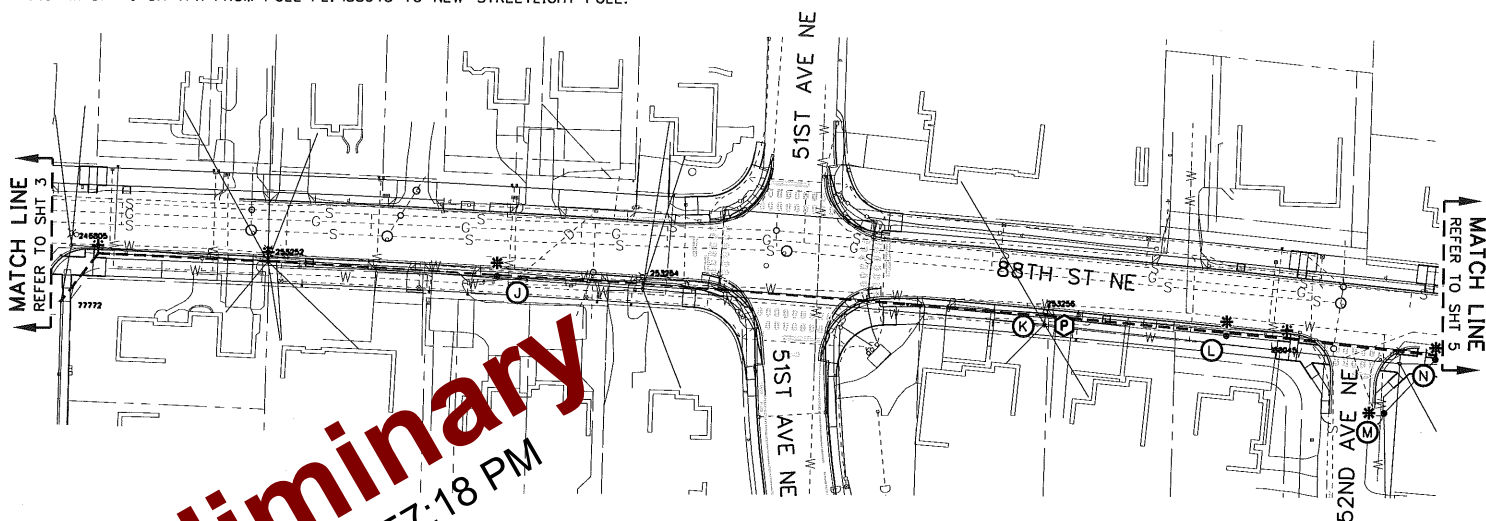
LAYOUT
1" = 60'

SNOHOMISH COUNTY		PUD						
PUBLIC UTILITY DISTRICT NO. 1								
ORDER	OPERATION	SCALE	DFTR	ENGR	APVD/DATE	DATE	SHEET 3 OF 5	

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- (J) INSTL 35' CL2 WOOD POLE AS STAKED (PW2035).
SET POLE XX' W OF POLE PLI 253254, SET 5.5' DEEP.
INSTL X' BRKT FACING N (L05XX).
INSTL SIZE 'X' LED (L02XX) SL- _____ SIZE X LED.
STRING XX' OF #6 OH TPX FROM POLE PLI 253254 TO NEW STREETLIGHT POLE.
- (K) INSTL 3" SEC'D RISER & SMALL PED W/ (3) 5-POS BARS (AS1U705).
RUN 40' OF #350 KCMIL FROM POLE TO PED.
- (L) INSTL 35' CL2 WOOD POLE AS STAKED (PW2035).
SET POLE XX' W OF POLE PLI 188045, SET 5.5' DEEP.
INSTL X' BRKT FACING N (L05XX).
INSTL SIZE 'X' LED (L02XX) SL- _____ SIZE X LED.
STRING XX' OF #6 OH TPX FROM POLE PLI 188045 TO NEW STREETLIGHT POLE.

- (M) INSTL 35' CL2 WOOD POLE AS STAKED (PW2035).
SET POLE XX' SE OF POLE PLI 188045, SET 5.5' DEEP.
INSTL X' BRKT FACING W (L05XX).
INSTL SIZE 'X' LED (L02XX) SL- _____ SIZE X LED.
STRING XX' OF #6 OH TPX FROM POLE PLI 188045 TO NEW STREETLIGHT POLE.
- (N) INSTL 35' CL2 WOOD POLE AS STAKED (PW2035).
SET POLE XX' E OF POLE PLI 188045, SET 5.5' DEEP.
INSTL X' BRKT FACING N (L05XX).
INSTL SIZE 'X' LED (L02XX) SL- _____ SIZE X LED.
STRING XX' OF #6 OH TPX FROM POLE PLI 188045 TO NEW STREETLIGHT POLE.



LEGEND:

- EXISTING POLE
- ✕ EXISTING POLE TO BE REMOVED
- NEW POLE
- ✕ NEW POLE TO REPLACE EXISTING POLE

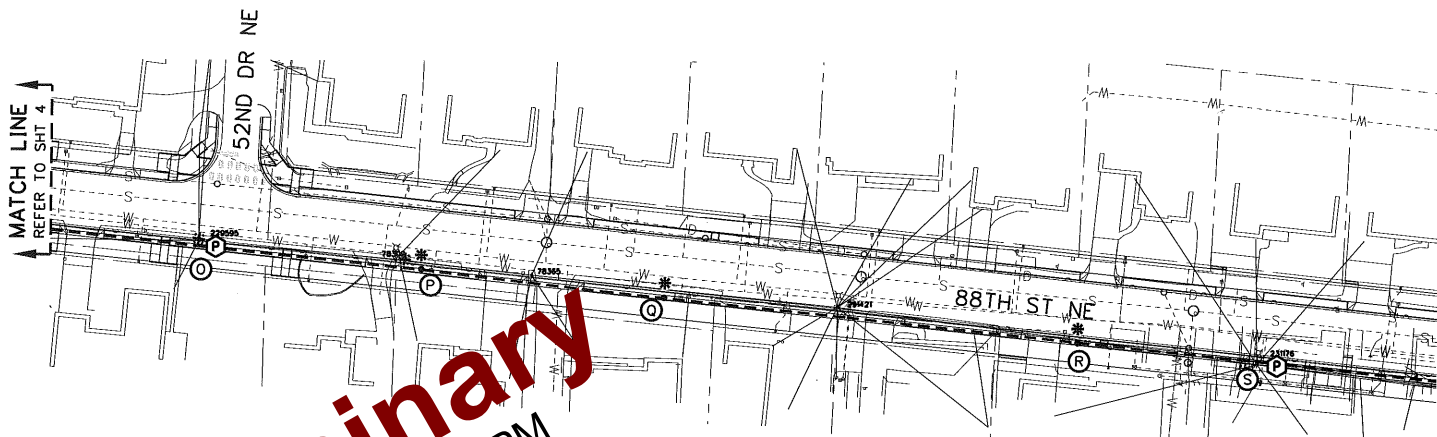
LAYOUT
1" = 60'

SNOHOMISH COUNTY PUD PUBLIC UTILITY DISTRICT NO 1							
ORDER	OPERATION	SCALE	DFTR	ENGR	APVD/DATE	DATE	SHEET <u>4</u> OF <u>5</u>

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- ⓐ INSTL 3" SEC'D RISER & SMALL PED W/ (3) 5-POS BARS (ASIU705).
RUN 40' OF #350 KCMIL FROM POLE TO PED.
- ⓑ INSTL 35' CL2 WOOD POLE AS STAKED (PW2035).
SET POLE XX'E OF POLE PLI 78309, SET 5.5' DEEP.
INSTL X' BRKT FACING N (L05XX).
INSTL SIZE 'X' LED (L02XX) SL- _____ SIZE X LED.
STRING XX' OF #6 OH TPX FROM POLE PLI 78309 TO NEW STREETLIGHT POLE.
- ⓒ INSTL 35' CL2 WOOD POLE AS STAKED (PW2035).
SET POLE XX'E OF POLE PLI 78365, SET 5.5' DEEP.
INSTL X' BRKT FACING N (L05XX).
INSTL SIZE 'X' LED (L02XX) SL- _____ SIZE X LED.
STRING XX' OF #6 OH TPX FROM POLE PLI 78365 TO NEW STREETLIGHT POLE.

- ⓓ INSTL 35' CL2 WOOD POLE AS STAKED (PW2035).
SET POLE XX'E OF POLE PLI 231176, SET 5.5' DEEP.
INSTL X' BRKT FACING N (L05XX).
INSTL SIZE 'X' LED (L02XX) SL- _____ SIZE X LED.
STRING XX' OF #6 OH TPX FROM POLE PLI 231176 TO NEW STREETLIGHT POLE.
- ⓔ INSTL 3" SEC'D RISER & SMALL PED W/ (3) 5-POS BARS (ASIU705).
RUN 40' OF #350 KCMIL FROM POLE TO PED.



LEGEND:

- EXISTING POLE
- ✕ EXISTING POLE TO BE REMOVED
- W POLE
- ✕ NEW POLE TO REPLACE EXISTING POLE

LAYOUT
1" = 60'

SNOHOMISH COUNTY		PUD		PUBLIC UTILITY DISTRICT NO 1	
ORDER	OPERATION	SCALE	DFTR	ENGR	APVD/DATE
					DATE
					SHEET 5 OF 5



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

1474 REV 10/2015

Date: 4/22/2026

Describe work location and work to be performed:

RE: 4128 88TH ST NE, MARYSVILLE 98270

PUD to install (12) wood poles, (8) secondary risers with pedestals, (10) underground fiberglass streetlight poles 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.

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: \$ 137,414.89 Date Paid: _____ Receipt # _____

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):

1049 STATE 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: _____ OPERATION: _____ CONTRACT NUMBER: _____

Distribution:

* Original to General Accounting

* Customer receives copy after District signature and approval



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
4/22/2026	7/21/2026

QUOTE BALANCE
\$137,414.89

(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 OH Work

DATE _____

4/22/2026

EXPIRES

7/21/2026

CONNECT

50185822

PROPERTY

4128 88TH ST NE, MARYSVILLE 98270

Notes:

INSTL (12) WOOD POLES, (8) SEC'D RISERS AND PEDS, (10) UG FIBERGLASS POLES
AND (22) 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
		UG STREETLIGHT POLES/FLAGGING			
		Crew Labor		48,993.42	
		Materials/Coded Stock		45,053.52	
		Vehicle and Transportation		24,206.40	
		Engineering		5,786.22	
		Admin and General Overhead		13,375.33	
		Total			137,414.89
		Balance			137,414.89

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



Agenda Bill

AGENDA ITEM NO. 14.

DATE: April 27, 2026

SUBMITTED BY: Darcy Knutson, Confidential Executive Assistant

PRESENTED BY: Adam Vermeulen, Commander

ITEM TYPE: Discussion Item

AGENDA SECTION: New Business

SUBJECT:

Marysville Police Department JAG Grant Application Enhancing Officer Safety and Community Outcomes Through Tactical Emergency Medical Equipment Deployment

SUGGESTED ACTION:

Recommended Motion: I move to approve the JAG Grant Application Enhancing Officer Safety and Community Outcomes Through Tactical Emergency Medical Equipment Deployment.

SUMMARY:

The Marysville Police Department is pursuing JAG Grant O-BJA-2025-172542 in the amount of \$14,226. Grant funds would be used to enhance officer safety and improve community outcomes through the deployment of tactical emergency medical equipment. Officers are often the first to arrive at incidents involving traumatic injuries such as shootings, stabbings, vehicle collisions, and other critical emergencies. In high risk, time-sensitive situations, access to immediate hemorrhage control and trauma care is essential to saving lives.

ATTACHMENTS:

Marysville WA JAG Grant Allocation 2025-26

GOVERNING BODY REVIEW

APPLICATION

FY25 0-BJA-2025-172542

The JAG application program Enhancing Officer Safety and Community Outcomes Through Tactical Emergency Medical Equipment Deployment for the Marysville Police Department was made available for review by the Executive Law Enforcement Officer, Chief of Police, Erik Scairpon on April 27, 2026 and was made available for review by the governing body on April 27, 2026.

Public Meeting

The City of Marysville will hold a public meeting on April 27th at 7 p.m., at Marysville Civic Center located at 501 Delta Avenue, 2nd Floor Council Chambers, Marysville, WA 98270. The 2025 Edward Byrne Memorial Justice Assistance Grant Local Solicitation Program, in the amount of \$14,226 will be presented to Marysville City Council for review and public comment.

2025 Washington Local JAG Allocations

Only jurisdictions listed below in the state are eligible to receive FY 2025 JAG funding directly from BJA, with award amounts determined by the annual formula. Important notes:

1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county. A single jurisdiction must serve as the fiscal agent on behalf of the group. BJA will only fund one award for the disparate group. Disparate jurisdictions are responsible for determining individual amounts within the Joint Allocation and for documenting allocations via a memorandum of understanding

2) Jurisdictions eligible for a direct allocation (i.e., not part of a disparate group) are listed alphabetically below the shaded, disparate groupings.

For additional details on eligibility and disparate group requirements, refer to the FY25 JAG notice of funding opportunity (NOFO) and the Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>. For additional details regarding the JAG formula and award calculations process, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2024>.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
WA	BENTON County	County	*	
WA	KENNEWICK City	Municipal	\$31,391	
WA	RICHLAND City	Municipal	\$16,234	\$47,625
WA	CLALLAM County	County	*	
WA	PORT ANGELES City	Municipal	\$10,735	\$10,735
WA	CLARK County	County	\$30,693	
WA	VANCOUVER City	Municipal	\$108,662	\$139,355
WA	COWLITZ County	County	*	
WA	LONGVIEW City	Municipal	\$10,793	\$10,793
WA	FRANKLIN County	County	*	
WA	PASCO City	Municipal	\$21,761	\$21,761
WA	GRANT County	County	*	
WA	MOSES LAKE City	Municipal	\$10,852	\$10,852
WA	KING County	County	\$56,731	
WA	AUBURN City	Municipal	\$37,588	
WA	BELLEVUE City	Municipal	\$19,201	
WA	BURIEN City	Municipal	\$21,936	
WA	FEDERAL WAY City	Municipal	\$49,080	
WA	KENT City	Municipal	\$56,324	
WA	RENTON City	Municipal	\$34,039	
WA	SEATAC City	Municipal	\$14,343	
WA	SEATTLE City	Municipal	\$527,221	
WA	SHORELINE City	Municipal	\$10,939	
WA	TUKWILA City	Municipal	\$14,954	\$842,356
WA	PIERCE County	County	\$128,620	
WA	TACOMA City	Municipal	\$266,432	\$395,052
WA	SPOKANE County	County	\$18,590	
WA	SPOKANE City	Municipal	\$138,017	
WA	SPOKANE VALLEY City	Municipal	\$29,704	\$186,311
WA	WALLA WALLA County	County	*	
WA	WALLA WALLA City	Municipal	\$10,008	\$10,008

WA	WHATCOM County	County	\$11,812	
WA	BELLINGHAM City	Municipal	\$32,351	\$44,163
WA	YAKIMA County	County	\$14,488	
WA	YAKIMA City	Municipal	\$47,596	\$62,084
WA	BREMERTON City	Municipal	\$16,612	
WA	EVERETT City	Municipal	\$38,199	
WA	FIFE City	Municipal	\$15,739	
WA	KITSAP County	County	\$46,956	
WA	LACEY City	Municipal	\$10,503	
WA	LAKEWOOD City	Municipal	\$43,407	
WA	LYNNWOOD City	Municipal	\$11,783	
WA	MARYSVILLE City	Municipal	\$14,226	
WA	OLYMPIA City	Municipal	\$25,311	
WA	PUYALLUP City	Municipal	\$14,226	
WA	SNOHOMISH County	County	\$42,825	
WA	THURSTON County	County	\$21,383	
	Local total		\$2,082,265	



MARYSVILLE POLICE DEPARTMENT

Erik Scairpon, Chief of Police



BUDGET NARRATIVE: O-BJA-2025-172542

The City of Marysville's population continues to grow at a rapid pace. There are currently 78,824 citizens residing in Marysville. Marysville is the second largest city in Snohomish County, which borders King County and the Seattle area. The Marysville Police Department employs 80 sworn officers, 25 custody officers, and 15 civilians. The budgetary need and consideration of this request is to complete the supplies necessary to complete tactical first aid kits.

At this time we are requesting the allocated JAG Funds of \$14,226 be spent on acquiring tactical first aid kits to directly support officer safety while enhancing the agency's ability to provide immediate, lifesaving care to community members.

The total cost for this project is \$15,420 and the Marysville Police Department will pay the remaining \$1,194 from our General Fund budget. At the time of this request there are no other funding sources available, such as seizure funds, Tribal Gaming funds, or available grant funding. Therefore, at this time, in April, 2026, there are no additional funds available for this request.



MARYSVILLE POLICE DEPARTMENT

Erik Scairpon, Chief of Police



PROPOSAL NARRATIVE: O-BJA-2025-172542

Description: Enhancing Officer Safety and Community Outcomes Through Tactical Emergency Medical Equipment Deployment.

The City of Marysville will use JAG funds to acquire tactical first aid kits to directly support officer safety while enhancing the agency's ability to provide immediate, lifesaving care to community members. Law enforcement officers are routinely the first to arrive at incidents involving traumatic injury, including shootings, stabbings, motor vehicle collisions, and other critical emergencies. In these high-risk, time-sensitive situations, the ability to provide immediate hemorrhage control and trauma care is essential to preserving life.

Design and Implementation: The proposed project will strengthen officer safety and improve critical incident outcomes by equipping all patrol personnel with standardized Tactical Emergency Medical Equipment (TEME) and related training. The design of this initiative is based on established best practices in Tactical Emergency Casualty Care (TECC) and the agency's analysis of current operational gaps. The project is structured around two primary goals: ensure every sworn officer has immediate access to standardized, high-quality tactical medical equipment; and enhance officers' ability to provide rapid, life-saving medical intervention to themselves, other officers, and community members prior to EMS arrival. The Agency will purchase and deploy Individual First Aid Kits (IFAKs) and supplemental trauma equipment meeting TECC standards; train sworn staff in proper use, application, and maintenance of the equipment; establish a consistent system for equipment issuance, tracking, and



MARYSVILLE POLICE DEPARTMENT

Erik Scairpon, Chief of Police



replacement, which will improve response outcomes during critical incidents involving traumatic injuries.

Capabilities and Competencies: The City of Marysville has experience administering federal and state grants, including prior JAG awards, Byrne grants, and other criminal-justice-related funding. The agency has strong administrative and operational capacity to implement the proposed Tactical Emergency Medical Equipment Deployment initiative. The agency maintains an established training division, and supervisory structure capable of coordinating equipment procurement, deployment, and training aligned with Tactical Emergency Casualty Care (TECC) standards. These units have successfully managed prior equipment rollouts, safety initiatives, and agency-wide training programs.

Performance measure data required by the JAG program will be collected and monitored through existing agency systems. The Patrol Unit will track equipment procurement, issuance, inventory, and replacement cycles using the agency's asset management system. Supervisors will document any field uses of medical equipment in incident reports. This internal coordination ensures timely, accurate reporting of performance metrics related to training completion, equipment deployment, and field application.



MARYSVILLE POLICE DEPARTMENT

Erik Sclairpon, Chief of Police



FY2025 Edward Byrne Memorial Justice Assistance Grant (JAG)

O-BJA-2025-172542 Program Local Solicitation Disclosure

Disclosure of Pending Applications

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



Agenda Bill

AGENDA ITEM NO. 15.

DATE: April 27, 2026

SUBMITTED BY: Skip Knutsen, Public Works Services Manager

PRESENTED BY: Skip Knutsen, Public Works Services Manager

ITEM TYPE: Purchase Order

AGENDA SECTION: New Business

SUBJECT:
Purchase Order — 2027 Residential Refuse Front Loader

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute the purchase order for two (2) 2027 ACX/Labrie Wittke Residential Front Loaders in the amount of \$1,112,148.76.

SUMMARY:

The Solid Waste Rate Plan includes a capital improvement allocation in 2027 for the purchase of two Solid Waste Refuse Trucks, to replace existing fleet assets as front line equipment. In order to secure build dates, and to ensure delivery in 2027, the City must provide an authorized purchase order to the manufacturer. Solid Waste Funds will not be expended until 2027 after the completion and delivery of the specified build.

ATTACHMENTS:

Contract Letter and PO



DOBBS PETERBILT

March 2, 2026

Mr. Bob Scott
Shop Forman
Public Works Department
City of Marysville
80 Columbia Ave
Marysville, WA 98270

REF: AGREEMENT FOR SOURCEWELL CONTRACT #060920-ATC-AUTOCAR
CONTRACT # LABRIE #091219-LEG-Labrie.

Dobbs Peterbilt would like to formally extend all bid prices, terms, and conditions to the City of Marysville for the purchase of (1) One or more Dual Sit Down Drive Residential Front Loading Trucks for a per Sourcewell Contract #060920-ATC-Autocar and #091219-LEG-Labrie.

Following, please find the breakdown of the base prices and options:

-2027 Autocar ACX64 Residential Front Loader Chassis per the City of Marysville Specifications.	\$ 254,457.60
-Floorplan cost of 270 days at \$42.81 per day	\$ 11,557.59
-Sub Total	<u>\$266,015.19</u>
-Standard Engine and Transmission Warranties are included. Extended Engine and Transmission Warranties are available upon request.	
-2027 Labrie Wittke Residential Front Loader per the City of Marysville specifications. Per Labrie Sourcewell Contract. Please see backup attached.	\$ 213,110.80
-Camera Install, 3 rd Eye Panaramic Style, Tailgate, Hopper, Street side mirror	\$ 5,980.00
-SWS Custom Cradle Upgrade for Curotto Can	\$ 2,960.00
-SWS Outside Control Kit for Curroto Can	\$ 4,460.00
-Driveaway Service Labrie to SWS to Dobbs Marysville	\$ 10,978.98
-Body PDI.	\$ 2,760.00

-Arrival Inspection Checklist	\$ 178.00
-Sub Total body	<u>\$240,427.78</u>
-Subtotal Per unit	\$506,442.97
-Washington State Sales Tax (9.8%)	<u>\$ 49,631.41</u>
-Total	<u>\$556,074.38</u> =====

An early pay discount of \$9,000 can be applied to cost of chassis if paid upon delivery to body company.
Cost of chassis would be \$257,015.19.

Again, all other terms, prices, delivery quotations and all conditions will be in accordance with the Sourcewell guidelines FOB City of Marysville. Please see the attached bid documentation.

Flooring rates are subject to change if rates go up.

All prices are subject to additional Surcharges

Thank you for the opportunity to earn your business!

Ian Griffin

Ian Griffin
Refuse Sales
Dobbs Peterbilt



80 Columbia Ave
Marysville, WA 98270
Phone: (360) 363-8250
Fax: (360) 651-5524
www.marysvillewa.gov/

DATE	4/13/2026
PO #	F00023

ORDER DETAILS	
Requested By:	Mark Cardon
Date Expected:	12/31/2026
F.O.B. Point:	Marysville WA
Ship Via:	Driver
Equipment/Vehicle NO:	TBD

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

SUBTOTAL	\$ 1,012,885.94
TAX	\$ 99,262.82
SHIPPING	
OTHER	
TOTAL	\$ 1,112,148.76

As per Sourcwell Contract #060920-ATC-Autocar and #091219-LEG-Labrie
As per quote dated March 2, 2026

Received By

Agenda Bill

AGENDA ITEM NO. 16.

DATE: April 27, 2026

SUBMITTED BY: Kim Bryant, Water Utility Manager

PRESENTED BY: Kim Bryant, Water Utility Manager

ITEM TYPE: Agreement

AGENDA SECTION: New Business

SUBJECT:

Purchase Agreement with Univar Solutions, USA LLC for Sodium Hypochlorite Supply and Delivery

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to execute the purchase agreement with Univar Solutions USA for the supply and delivery of sodium hypochlorite used at the City water and wastewater treatment plants. The agreement establishes a unit cost of \$3.42 per gallon for wastewater and \$3.66 per gallon for water in 2026, and \$3.52 per gallon for wastewater and \$3.70 per gallon for water in 2027, not including Washington State Sales Tax.

SUMMARY:

Sodium hypochlorite is used by the City as a disinfectant in both drinking water and wastewater treatment processes and must be delivered in bulk to meet operational needs.

The City solicited proposals through MRSC Roster and received three responses, with Univar Solutions USA submitting the lowest proposal. The agreement provides for as-needed deliveries over a two-year period at fixed unit prices.

Purchases for the City's water treatment facilities are tax-exempt, while purchases for wastewater treatment facilities are subject to Washington State sales tax.

The City's estimated annual usage is approximately 37,550 gallons across two water treatment plants and one wastewater treatment plant. Based on these estimates, the

projected cost is \$139,551.48 in the first year and \$143,142.32 in the second year, including applicable sales tax for wastewater purchases.

ATTACHMENTS:

Univar Solutions Purchase Agreement - Contractor Executed

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the “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 (the “City”), and Univar Solutions USA, a LLC, organized under the laws of the state of WA, located and doing business at 8201 S. 212th, Kent, WA 98032-1994 (the “Vendor”).

WHEREAS, the Vendor offers certain Goods, as defined below, and Vendor desires to sell such Goods under the terms and conditions set forth in this Agreement; and

WHEREAS, the City desires to purchase the Goods offered for sale by Vendor under the terms and conditions set forth in this Agreement; and

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

1. **Sale of Goods.** The Vendor agrees to sell, transport and deliver to City, and City agrees to purchase the items (the “Goods”) at the prices described in **Exhibit A**, which is attached hereto and incorporated by this reference. The purchase prices are as stated in **Exhibit A**. The City does not guarantee the Vendor any minimum quantity of goods will be purchased under this Agreement.
2. **Term of Agreement.** The term of this Agreement shall commence upon full execution of this Agreement by the City and the Vendor and shall terminate at midnight on April 13, 2028, unless sooner terminated by either party under Section 9 or another applicable provision of the Agreement.
3. **Compliance with Law.** Vendor, at its sole cost and expense, must perform and comply with all applicable laws of the United States and the State of Washington; Municipal Code, and ordinances of the City of Marysville; and rules, regulations, orders, and directives of the City. Vendor must obtain a valid business license issued by the City of Marysville prior to commencement of either party’s obligations under this Agreement.
4. **Amendments/Change Orders.** No alteration, change, modification or amendment to this Agreement is effective unless by an instrument in writing executed by the legally authorized parties hereto. Any changes in the scope of work or compensation must be mutually agreed upon between City and the Vendor and must be incorporated in written amendments to the Agreement.
5. **Assignment.** This Agreement may not be assigned in any manner or by any means by Vendor without the express written consent of the City.
6. **Waiver and Remedies.** City’s failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City’s waiver of any breach hereunder must not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Agreement are cumulative; the use of one remedy must not be taken to exclude or waive the right to use another.

7. **Binding Effect.** The provisions, covenants and conditions provided bind the parties, their legal heirs, representatives, successors, and assigns.

8. **Ratification.** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

9. **Termination.** City, at its sole discretion, may terminate this Agreement for convenience at any time for any reason. Termination is effective immediately upon notice of termination given by the City. In the event this Agreement is terminated prior to the full delivery of goods and/or services, Vendor will only be paid for the work or goods accepted, at the City's sole discretion, at the time of termination of the Agreement.

10. **Severability.** Any invalidity, in whole or in part, of any provision of this Agreement must not affect the validity of any other of its provisions.

11. **Payments.** City will pay Vendor submitted invoices within thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services, provided that Vendor has listed all appropriate information on the invoice and complied with all contractual requirements. Payment must be full compensation for goods delivered, work performed or services rendered, including all labor, materials, supplies, equipment and other expenses. The City reserves the right to require Vendor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Vendor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Vendor agrees to issue a refund of any overages paid in error by the City.

12. **Taxes.** Vendor must pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Vendor's interest in this Agreement.

13. **Warranties.** Vendor warrants that all goods are merchantable, comply with the City's latest drawings and specifications, and are fit for the City's intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied. Vendor's warranties will survive the termination of this agreement.

14. **Non-Discrimination and Equal Employment Opportunity.** During the term of this Agreement, Vendor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Vendor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action must include all terms and conditions of employment, compensation, and benefits, including apprenticeship.

15. **Governing Law/Venue.** This Agreement must be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder

must be construed and enforced in accordance with, and governed by, the laws of the State of Washington, without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement must be brought in the Superior Court of Snohomish County, Washington.

16. Independent Contractor. Vendor, its subcontractors, agents and employees are independent Vendor performing services for the City and are not employees of City. The Vendor, its subcontractors, agents and employees, must not, as a result of this Agreement, accrue leave, retirement, pension, insurance, bonding or any other benefits afforded to City employees. The Vendor, its subcontractors, agents and employees, must not bind the City in any way except as may be specifically provided herein. The Vendor must have the authority to control and direct the performance and details of the work described herein.

17. Insurance. The Vendor shall maintain Automobile Liability insurance with a minimum combined single limit for bodily injury and property damages of \$1,000,000 per accident. The Vendor must obtain and keep in force during the entire term of this Agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Agreement whether such work must be by the Vendor, subcontractor or anyone directly or indirectly employed by either the Vendor or a subcontractor. The amount of coverage provided by such insurance must be not less than one million (\$1,000,000) each occurrence, two million (\$2,000,000) general aggregate and a \$2,000,000 products liability aggregate limit. The Vendor agrees to the following requirements relating to insurance coverage:

- a. 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.
- b. Liability Insurance. All liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The Public Entity shall be named as an additional insured under the Supplier's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 04 13 or a substitute endorsement providing at least as broad coverage.
- c. Worker's Compensation. Vendor must take out and maintain during the life of the Agreement, Worker's Compensation, including Washington State Stop Gap, insurance for all its employees engaged in work under or pursuant to this Agreement who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, the Vendor must require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Vendor.
- d. Employment Security. Vendor must comply with all employment security laws of the State of Washington, and must timely make all required payments in connection therewith.

18. 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.

19. 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.

Univar Solutions USA (VENDOR)

Dated: 4/20/2026

By:  Bill Jones (Name)
7C17601DAECF420...
Its: Senior Regional VP (Title)

CITY OF MARYSVILLE

Dated: _____

By: _____
Jon Nehring, Mayor

Attested/Authenticated:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A**SCOPE OF SERVICES/BID SUBMITTAL SHEET**

Site	Delivery Location	Estimated gallons per delivery	Estimated deliveries per year	Unit cost in dollars per gallon for 2026	Unit cost in dollars per gallon for 2027
1	20 Columbia Ave Marysville, WA 98270 (Wastewater Treatment Plant)	1300	20	\$3.42	\$3.53
2	614 Lakewood Road Arlington, WA 98221 (Edward Springs Treatment Plant)	550	12	\$3.66	\$3.70
3	17906 43rd Ave NE Arlington, WA 98223 (Stillaguamish Filtration Plant)	550	9	\$3.66	\$3.70



Agenda Bill

AGENDA ITEM NO. 17.

DATE: April 27, 2026

SUBMITTED BY: Jennifer Stapleton, City Administrator

PRESENTED BY: Jennifer Stapleton, City Administrator

ITEM TYPE: Real Estate

AGENDA SECTION: New Business

SUBJECT:
SnoPUD Youth Peace Park Utility Easement

SUGGESTED ACTION:

Recommended Motion: I move to authorize the Mayor to sign and execute the SnoPUD Youth Peace Park Utility Agreement.

SUMMARY:

This agreement is for a utility easement at Youth Peace Park for the new electric transmission line being installed by SnoPUD to meet the energy needs of a growing City of Marysville and to provide more reliable energy and a faster response during emergency events in which power lines are impacted. The negotiated value of easement is based upon 45% of the land market value of the 7,684 square foot easement area. This value reflects the appropriate impact on the park and is consistent with recommended easement valuation calculations for parks.

ATTACHMENTS:

Agreement - SnoPUD - Youth Peace Park SnoPUD Utility Easement



Your Community Energy Partner

March 9, 2026

City of Marysville
Attn: Jennifer Stapleton
501 Delta Ave
Marysville, WA 98270

RE: Easement for Snohomish County PUD-6621 Grove St, Marysville

Dear Ms. Stapleton:

Thank you for speaking with me about the new high-voltage distribution line project along Grove St and 67th Ave NE. As we discussed, we are requesting a 17-foot wide, easement along the frontage of the City of Marysville-owned park at the northwest corner of the intersection.

The District would like to offer you thirty-one thousand, nine-hundred and fifty dollars (\$31,950.00) and pay any applicable real estate excise taxes as compensation for granting this easement. If you agree to grant these rights, please have the original easement signed in the presence of a notary public and return it to:

Real Estate Services FB-O1
Snohomish County PUD
PO Box 1107
Everett, WA 98206-9989

After we receive the signed and notarized easement document, we will send you a link via email for you to upload your W9 and set up your payment information.

Your cooperation regarding this matter is appreciated. Should you have any questions concerning this request, please feel free to contact me at (425) 293-4386 or via email at febolden@snopud.com.

Sincerely,

Franklin Bolden
Real Estate Services
Enclosures

AFTER RECORDING, PLEASE RETURN TO:

Public Utility District No. 1 of Snohomish County
Attn: Franklin Bolden
Real Estate Services
P.O. Box 1107
Everett, Washington 98206-1107

E- _____
WO#100077670 N#10000237828

HIGH-VOLTAGE DISTRIBUTION EASEMENT

Grantor ("Owner"): City of Marysville, a Washington State municipal corporation
Grantee: Public Utility District No. 1 of Snohomish County
Short Legal Description: Pathway and Community Park Tracts, Cedarcrest Manor, Vol. 16, Pg. 30, Snohomish County, WA
Tax Parcel No: 00405500099900

THIS DISTRIBUTION EASEMENT ("Easement") is made this ____ day of _____, 2025, by and between the **City of Marysville**, a Washington State municipal corporation ("Owner"), and Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation ("District") . The Owner, and District are sometimes referred to individually herein as "Party" and collectively as "Parties". The District is referred to as "Grantee".

WHEREAS, Owner is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, legally described as follows (hereinafter "Property"):

PATHWAY AND COMMUNITY PARK TRACTS, AS SHOWN ON PLAT OF CEDARCREST MANOR, AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGE 30, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF MARYSVILLE FOR RIGHT OF WAY, PER DEED RECORDED UNDER AUDITOR'S FILE NO. 9706300939, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

Situate in the County of Snohomish, State of Washington.

WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under, upon and through the Property.

NOW, THEREFORE, the Parties agree as follows:

1. Distribution Easement. Owner, for good and valuable consideration, receipt of which is

hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors and assigns, a non-exclusive easement for the perpetual right, privilege, and authority to patrol, construct, erect, reconstruct, alter, improve, extend, repair, operate, and maintain overhead and/or underground electric distribution and high-voltage distribution lines and facilities, Grantee-owned communication wires and cables, and other necessary or convenient appurtenances, across, over, under, through and upon the following portion of Owner's Property (hereinafter "Easement Area"):

Easement Area 1: The South 17 feet of the West 196 feet of the Property.

Easement Area 2: The East 17 Feet of the North 135 feet of the Property.

Easement Area 3: A strip of land 17 feet in width, centered on the following described line: Beginning at a point on the southern boundary line of the Property that is 196 feet East of the Southwest corner of the Property; thence Northeast to a point on the eastern boundary line that is 135 feet south from the Northeast corner of the Property and terminus of line.

2. Access To and Across Property. Grantee has the right of ingress to and egress from the Easement Area across the adjacent Property of Owner where same is reasonably necessary for the purpose of exercising its easement rights described in Section 1.

3. Owner's Reservation of Rights and Use of Easement Area. Owner reserves the right to use the Easement Area in a manner that does not interfere with the Grantee's use of the Easement Area, and/or present a hazard to Grantee's electric distribution lines and facilities, communication wires and cables, and other appurtenances. The Owner shall not construct or permit to be constructed any structures of any kind in the Easement Area without prior approval of the Grantee.

4. Clearing of Power Line Right of Way. Grantee has the right at all times to clear said Easement Area and keep the same clear of all brush, debris and trees.

5. Trimming or Removal of Hazardous/Danger Trees. Grantee has the right at all times to cut, slash, or trim and remove brush, timber or trees from the Property which in the opinion of Grantee constitute a hazard to said lines and facilities, communication wires and cables, and other appurtenances or the Grantee's access thereto. Trees, brush or other growth shall be deemed hazardous to the lines or facilities or access of the Grantee when they are of such a height that they could, upon falling, strike the nearest edge of the Easement Area at a height of more than fifteen feet (15'). Except in emergencies, Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be trimmed or removed.

6. Title to Removed Trees, Vegetation and Structures. The title to all brush, debris, trees and structures removed from the Easement Area and the Property pursuant to Sections 4 and 5 shall be vested in the Grantee, and the consideration paid for this Easement and rights herein described is accepted by Owner as full compensation for said removed brush, debris, trees and structures. Owner shall be entitled to request fallen timber be set aside for Owner's personal use. Grantee shall make reasonable effort to set aside said fallen timber provided doing the same is safe in Grantee's sole opinion. Title to any fallen timber set aside in this manner shall revert to the Owner.

7. Restoration Provision. To the extent that Owner's Property is disturbed and/or damaged by Grantee's exercise of its rights hereunder, Grantee shall restore the condition of the Property as nearly as reasonably possible to its existing condition prior to said exercise of its rights.

8. Title to Property. The Owner represents and warrants having the lawful right and power to sell and convey this Easement to Grantee.

9. Binding Effect. This Easement and the rights and obligations under this Easement are intended to and shall run with the Property and shall benefit and bind the Parties and their respective heirs, successors and assigns.

10. Governing Law and Venue. This Easement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Easement shall lie in the Superior Court of Washington for Snohomish County, Washington.

11. Authority. Each party signing this Easement, if on behalf of an entity, represents that they have full authority to sign this Easement on behalf of such entity.

12. Grantee Acceptance. By recording this Easement, Grantee hereby accepts all provisions set forth under this agreement.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written

OWNER:

The City of Marysville,

a Washington State municipal corporation

By: _____

Name: _____

Its: _____

(REPRESENTATIVE ACKNOWLEDGMENT)

State of Washington

County of _____

I certify that I know or have satisfactory evidence that _____
signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and
acknowledged it as the _____ of the City of Marysville to be the free
and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this _____ day of _____, 202_.

(Seal or Stamp)

Signature of _____

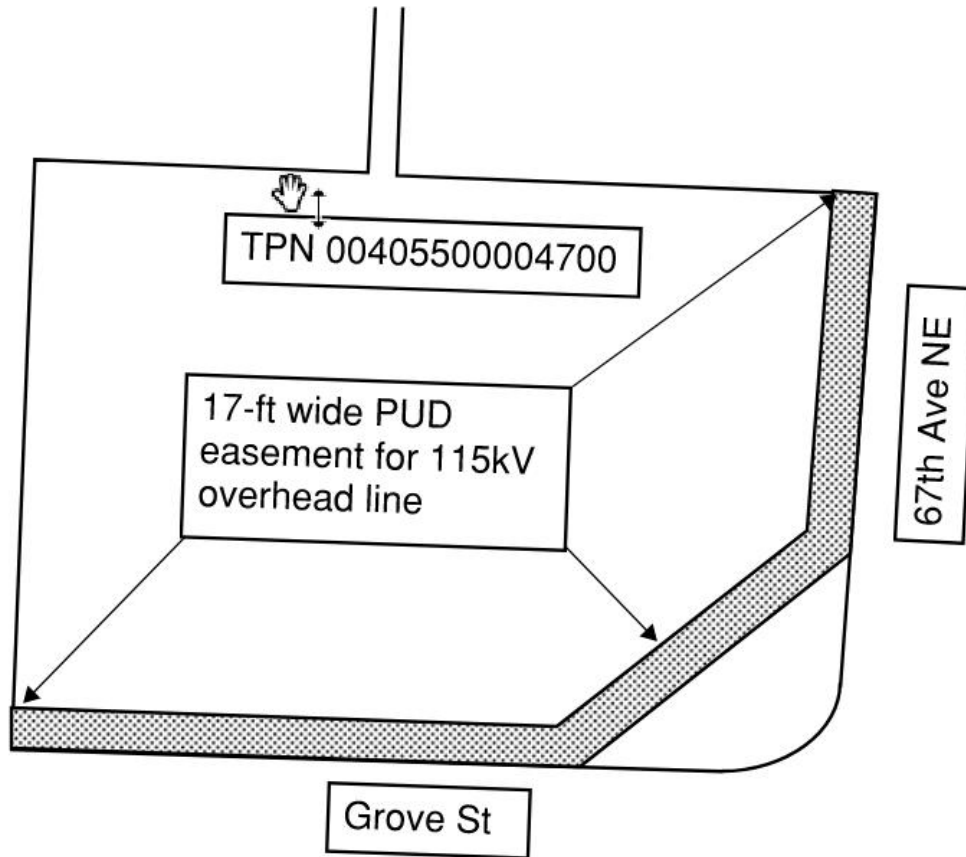
Notary Public _____

Print Name: _____

Residing at: _____

My appointment expires _____

Exhibit "A"



THIS DRAWING IS FOR INFORMATIONAL
PURPOSES ONLY AND IS NOT INTENDED
TO BE AN ACCURATE SURVEY

**Not To
Scale**

SE 22-30-05

12/18/25	City of Marysville	WO#100077670
	Tax Lot # 00405500099900	N#10000237828