



**CITY COUNCIL REGULAR MEETING
MONDAY, JANUARY 22, 2024 – 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270**

AGENDA

To listen to the meeting without providing public comment:

Join Zoom Meeting

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

Or

Dial toll-free US: 888 475 4499

Meeting ID: 862 4630 7568

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

- A. Oath of Office for Councilmembers
- B. Swearing-in of Police Corporal Joe Belleme
[Oath Police Corporal Joe Belleme.docx](#)
- C. Swearing-in of Police Corporal David McKenna
[Oath Police Corporal David McKenna.docx](#)
- D. Swearing-in of Police Corporal Nick Brevig
[Oath Police Corporal Nick Brevig.docx](#)
- E. Swearing-in of Police Corporal Keegan Stuver
[Oath Police Corporal Keegan Stuver.docx](#)
- F. Swearing-in of Police Officer Aly Mustain
[Oath Police Officer Aly Mustain.docx](#)

G. Mayor's Volunteer of the Month

Public Comment

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

1. November 27, 2023 City Council Meeting Minutes
[CC 11272023.docx](#)
2. December 4, 2023 City Council Work Session Minutes
[WS 12042023.docx](#)
3. December 11, 2023 City Council Meeting Minutes
[CC 12112023.docx](#)
4. January 2, 2024 City Council Work Session Minutes
[WS 01022024.docx](#)

Consent

5. December 31, 2023 (A) Claims in the Amount of \$523,077.53 Paid by EFT Transactions and Check Numbers 167250 through 167305 with Check Number 166705 Voided
[123123A.rtf](#)
6. December 31, 2023 (B) Claims in the Amount of \$8,039,941.08 Paid by EFT Transactions and Check Numbers 167345 through 167437
[123123B.xls](#)
7. January 3, 2024 Claims in the Amount of \$28,883.98 Paid by EFT Transactions and Check Numbers 167306 through 167314
[010324.rtf](#)
8. January 10, 2024 Payroll in the Amount of \$1,889,761.01 Paid by EFT Transactions and Check Numbers 35134 through 35141
9. January 10, 2024 Claims in the Amount of \$459,815.86 Paid by EFT Transactions and Check Numbers 167315 through 167344
[011024.rtf](#)
10. January 17, 2024 Claims in the Amount of \$366,583.24 Paid by EFT Transactions and Check Numbers 167438 through 167505
[011724.rtf](#)

Review Bids

Public Hearings

New Business

11. Simple Possession Advocacy and Representation (SPAR) Program Funding Agreement
Recommended Motion: I move to authorize the Mayor to sign and execute the SPAR Program Funding Agreement in the amount of \$175,000.
[updated_City of Marysville SPAR Agreement GRT24062.pdf](#)
12. Software Subscription Agreement Extension – Aktivov LLC
Recommended Motion: I move to authorize the Mayor to execute the attached Extension of Agreement for the Aktivov Software Subscription that addresses annual subscription fee adjustments.
[Aktivov - Annual Software Subscription 2024.pdf](#)
[Aakavs \(Aktivov\) Original Agreement.pdf](#)
[Aktivov Original Software Subscription Agreement.pdf](#)
[Supplemental Documentation \(2\).pdf](#)
13. An Emergency **Resolution** for Opera House Water Damage
Recommended Motion: I move to adopt Resolution No. _____.
[Emergency Declaration.pdf](#)
[Emergency Resolution - Opera House Sprinkler Water Damage.docx](#)
14. Interlocal Agreement for Equipment and Repair Services with Snohomish County
Recommended Motion: I move to authorize the Mayor to sign and execute the Interlocal Agreement for Equipment and Repair Services with Snohomish County.
[Interlocal SnoCo Fleet Services.pdf](#)
15. Memorandum of Understanding Between the Teamsters Local 763 and the City of Marysville.
Recommended Motion: I move to authorize the Mayor to sign and execute the Memorandum of Understanding with Teamsters Local 763.
[2024 Teamsters Pension MOU.pdf](#)
16. Teamsters Local 763 Settlement Agreement Extension
Recommended Motion: I move to authorize the Mayor to sign and execute the Teamsters Settlement Agreement Extension.
[PD_Records - Settlement Agreement Extension 4.30.24.pdf](#)
17. Supplemental Agreement No. 4 with Perteet for Riverwalk Environmental Services
Recommended Motion: I move to authorize the Mayor to sign and execute the supplemental agreement with Perteet.
[Supp No. 4 - Perteet - Maryville Riverwalk.pdf](#)
18. Microsoft Enterprise Agreement Year-2 Subscription Payment
Recommended Motion: I move to authorize the Mayor to sign and execute all necessary documentation in regard to 2024 licensing for the city's Microsoft Enterprise Agreement in the amount of \$186,711.82.
[SHI Quote 24165484.pdf](#)
[REQ SHI 01 11-24 2023 - M365 Renewal.pdf](#)
[Adobe Physical Signature.pdf](#)

Mayor's Business

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

A. Litigation

B. Personnel

C. Real Estate

Reconvene

Adjournment

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



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 22, 2024

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Oath of Office

AGENDA SECTION: Presentations

SUBJECT: Oath of Office for Councilmembers

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 22, 2024

SUBMITTED BY: Confidential Administrative Assistant Margaret Vanderwalker, Police

ITEM TYPE: Appointment

AGENDA SECTION: Presentations

SUBJECT: Swearing-in of Police Corporal Joe Belleme

SUGGESTED ACTION:

SUMMARY: It is requested that Mayor Jon Nehring swear in to service, Police Corporal Joe Belleme. This is the formal swearing in of Corporal Belleme.

ATTACHMENTS:

[Oath Police Corporal Joe Belleme.docx](#)



MARYSVILLE POLICE DEPARTMENT
ERIK SCAIRPON, CHIEF OF POLICE



Police Corporal
OATH OF OFFICE

MARYSVILLE POLICE DEPARTMENT

I, Joe Belleme, do solemnly swear that I will support the Constitution of the United States of America; the laws of the State of Washington; and the ordinances of the City of Marysville; and that I will faithfully, honestly, and impartially perform the duties of Police Corporal for the City of Marysville, according to the best of my ability, so help me God.

Signed this 22nd day of January, 2024.

Joe Belleme
Police Corporal

Erik Scairpon
Chief of Police

Jon Nehring
Mayor

Tina Brock
City Clerk



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 22, 2024

SUBMITTED BY: Confidential Administrative Assistant Margaret Vanderwalker, Police

ITEM TYPE: Appointment

AGENDA SECTION: Presentations

SUBJECT: Swearing-in of Police Corporal David McKenna

SUGGESTED ACTION:

SUMMARY: This is the request for Mayor Jon Nehring to swear in Police Corporal David McKenna.

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



MARYSVILLE POLICE DEPARTMENT
ERIK SCAIRPON, CHIEF OF POLICE



Police Corporal
OATH OF OFFICE

MARYSVILLE POLICE DEPARTMENT

I, David McKenna, do solemnly swear that I will support the Constitution of the United States of America; the laws of the State of Washington; and the ordinances of the City of Marysville; and that I will faithfully, honestly, and impartially perform the duties of Police Corporal for the City of Marysville, according to the best of my ability, so help me God.

Signed this 22nd day of January, 2024.

David McKenna
Police Corporal

Erik Scairpon
Chief of Police

Jon Nehring
Mayor

Tina Brock
City Clerk



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 22, 2024

SUBMITTED BY: Confidential Administrative Assistant Margaret Vanderwalker, Police

ITEM TYPE: Appointment

AGENDA SECTION: Presentations

SUBJECT: Swearing-in of Police Corporal Nick Brevig

SUGGESTED ACTION:

SUMMARY: It is requested that Mayor Jon Nehring swear in Police Corporal Nick Brevig

ATTACHMENTS:

[Oath Police Corporal Nick Brevig.docx](#)



MARYSVILLE POLICE DEPARTMENT
ERIK SCAIRPON, CHIEF OF POLICE



Police Corporal
OATH OF OFFICE

MARYSVILLE POLICE DEPARTMENT

I, Nick Brevig, do solemnly swear that I will support the Constitution of the United States of America; the laws of the State of Washington; and the ordinances of the City of Marysville; and that I will faithfully, honestly, and impartially perform the duties of Police Corporal for the City of Marysville, according to the best of my ability, so help me God.

Signed this 22nd day of January, 2024.

Nick Brevig
Police Corporal

Erik Scairpon
Chief of Police

Jon Nehring
Mayor

Tina Brock
City Clerk



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 22, 2024

SUBMITTED BY: Confidential Administrative Assistant Margaret Vanderwalker, Police

ITEM TYPE: Appointment

AGENDA SECTION: Presentations

SUBJECT: Swearing-in of Police Corporal Keegan Stuver

SUGGESTED ACTION:

SUMMARY: This is the request to have Mayor Jon Nehring swear in Police Corporal Keegan Stuver.

ATTACHMENTS:
[Oath Police Corporal Keegan Stuver.docx](#)



MARYSVILLE POLICE DEPARTMENT
ERIK SCAIRPON, CHIEF OF POLICE



Police Corporal
OATH OF OFFICE

MARYSVILLE POLICE DEPARTMENT

I, Keegan Stuver, do solemnly swear that I will support the Constitution of the United States of America; the laws of the State of Washington; and the ordinances of the City of Marysville; and that I will faithfully, honestly, and impartially perform the duties of Police Corporal for the City of Marysville, according to the best of my ability, so help me God.

Signed this 22nd day of January, 2024.

Keegan Stuver
Police Corporal

Erik Scairpon
Chief of Police

Jon Nehring
Mayor

Tina Brock
City Clerk



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 22, 2024

SUBMITTED BY: Confidential Administrative Assistant Margaret Vanderwalker, Police

ITEM TYPE: Appointment

AGENDA SECTION: Presentations

SUBJECT: Swearing-in of Police Officer Aly Mustain

SUGGESTED ACTION:

SUMMARY: This is the process for Mayor Jon Nehring to swear in Police Officer Aly Mustain for the Police Department.

ATTACHMENTS:
[Oath Police Officer Aly Mustain.docx](#)



MARYSVILLE POLICE DEPARTMENT
ERIK SCAIRPON, CHIEF OF POLICE



Police Officer
OATH OF OFFICE

MARYSVILLE POLICE DEPARTMENT

I, Aly Mustain, do solemnly swear that I will support the Constitution of the United States of America; the laws of the State of Washington; and the ordinances of the City of Marysville; and that I will faithfully, honestly, and impartially perform the duties of Police Officer for the City of Marysville, according to the best of my ability, so help me God.

Signed this 22nd day of January, 2024

Aly Mustain
Police Officer

Erik Scairpon
Chief of Police

Jon Nehring
Mayor

Tina Brock
City Clerk



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 22, 2024

SUBMITTED BY: Executive Services Coordinator Sarah Calvin, Executive

ITEM TYPE: Presentation

AGENDA SECTION: Presentations

SUBJECT: Mayor's Volunteer of the Month

SUGGESTED ACTION:

SUMMARY: Recognition of Ben Campbell as the Mayor's Volunteer of the Month for January 2024.

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 22, 2024

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: November 27, 2023 City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[CC 11272023.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

Regular Meeting
November 27, 2023

Call to Order

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

Invocation

Pastor Alex Ghelli from Allen Creek Community Church gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Council President Kamile Norton, Councilmember Peter Condyles, Councilmember Mark James, Councilmember Tom King, Councilmember Michael Stevens, Councilmember Kelly Richards, Councilmember Steve Muller

Staff: City Attorney Jon Walker, Community Development Director Haylie Miller, Police Chief Erik Scairpon, Parks & Recreation Director Tara Mizell, Public Works Director Jeff Laycock, Network Systems Administrator Chris Brown, I.S. Director Stephen Doherty, Finance Director Jennifer Ferrer-Santa Ines, Public Information Officer Connie Mennie, Assistant City Engineer Ken McIntyre

Approval of the Agenda

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

AYES: ALL

Presentations

Audience Participation

Julie and Steve Polkinghorn, 5016 83rd Avenue NE, 98270 expressed concern about development, the impact on their property, and why their parcel should not be part of the recovery contract that will be discussed tonight.

Mayor Nehring acknowledged their concerns and explained their comments would be added to the public hearing.

Approval of Minutes

1. November 6, 2023 City Council Work Session Minutes

WS11062023.docx

Councilmember Condyles referred to page 2 under proclamations and noted that Court Administrator *Ellings* should be corrected to *Elsner*.

Motion to approve November 6, 2023 City Council Work Session Minutes as revised moved by Council President Norton seconded by Councilmember Richards.

AYES: ALL

2. November 13, 2023 City Council Meeting Minutes.

CC 11132023.docx

Motion to approve November 13, 2023 City Council Meeting Minutes as presented moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

Consent

3. November 1, 2023 Claims in the Amount of \$2,842,056.54 Paid by EFT Transactions and Check Numbers 166048 through 166183

110123.rtf

4. November 8, 2023 Claims in the Amount of \$1,172,523.02 Paid by EFT Transactions and Check Numbers 166184 through 166305 with Check Numbers 165391 and 165647 Voided

110823.rtf

5. November 15, 2023 Claims in the Amount of \$1,099,245.61 Paid by EFT Transactions and Check Numbers 166306 through 166478 with Check Numbers 164809, 165242 and 165832 Voided

[111523.rtf](#)

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

AYES: ALL

Public Hearings

6. [Recovery Contract \(23-305\) for Offsite Sewer Utility Construction Costs.](#)

[RC 23-305 Contract Doc \(partially executed\).pdf](#)

[Hearing Notice.pdf](#)

[Polkinghorn Request for Hearing.pdf](#)

Public Works Director Laycock and Ken McIntyre, Assistant City Engineer, reviewed the background on this recovery contract. Director Laycock addressed comments made by the Polkinghorns.

Council President Norton asked how they determined the boundary. Asst. City Engineer McIntyre explained how they determined the benefit area by looking at parcels' ability to connect to future sewer connection.

General clarification questions and answers followed.

Public Hearing:

Steve Polkinghorn explained how this sewer recovery contract would impact the value of their property when they are ready to sell. He expressed frustration with the development around their property. They requested to be removed from the recovery contract.

Staff Comments:

Director Laycock explained that the sewer is already out there if they wanted to connect with development of the additional lots in the future. The additional cost would only be for recovery cost reimbursement for increased capacity.

Council Discussion:

Councilmember James asked if they need to do this tonight. Mr. McIntyre explained that the developer is waiting on this.

Councilmember Richards empathized with the Polkinghorns but added that if they weren't part of this they wouldn't be able to hook up in the future. Even though it will increase the cost per lot when they go to develop, it will also increase the value.

Council President Norton thanked the Polkinghorns for sharing their comments and their experience with the Council. She noted that the increased capacity would offset the increased cost for them.

Councilmember Stevens sympathized with the Polkinghorns and expressed appreciation to them for coming in.

Mayor Nehring explained that the GMA dictates that the City must accommodate a certain growth allocation and zone for it. City councils have a lot less authority regarding growth than people think.

Councilmember Condyles agreed that development can be painful. He expressed appreciation for their comments about the work that needs to be done on 83rd and some of the surrounding roads.

Councilmember Muller thanked the Polkinghorns for their comments and spoke to the importance of recovery contracts.

Motion to authorize the Mayor to sign and execute recovery contract No. 23-305 moved by Councilmember King seconded by Councilmember Muller.

AYES: ALL

New Business

7. [An Ordinance approving amendments to Chapter 3.51 of the Marysville Municipal Code, Petty Cash Fund.](#)

Amended Petty Cash Funds Ordinance - Oct2023.docx

Director Ferrer-Santa Ines reviewed the ordinance to amend the ordinance regarding petty cash funds.

Motion to adopt Ordinance No. 3298 moved by Councilmember Condyles seconded by Council President Norton.

AYES: ALL

8. [Project Acceptance - 2023 Road Re-Striping](#)

Notice of Physical Completion 23'.pdf

Director Laycock explained this is a recommendation for project acceptance of road re-striping.

Councilmember Muller said they did a good job.

Councilmember King asked about a road striper that he thought was ordered. Director Laycock explained it would be delivered in February.

Motion to authorize the Mayor to accept the 2023 Road Re-Striping project, starting the 60-day lien filing period for project closeout moved by Council President Norton seconded by Councilmember Muller.

AYES: ALL

9. [An Ordinance Dedicating Olympic View Park Property as Right-of-Way.](#)

[Ordinance - ROW 59th Drive.pdf](#)

[Ordinance - EXHIBIT A.pdf](#)

[Ordinance - EXHIBIT B.pdf](#)

[Ordinance - EXHIBIT C.pdf](#)

[Ordinance - Council Exhibit.pdf](#)

Director Laycock reviewed this item. He responded to a previous question about parking and explained they would be striping the west side of the roadway to provide for on-street parking.

Motion to adopt Ordinance No. 3299 moved by Councilmember Richards seconded by Councilmember James.

AYES: ALL

10. [US DOJ Justice Assistance Grant \(JAG\) Grant, Local Award for 2023](#)

[JAG2_20231114224413.pdf](#)

[JAG 2023_20231114222505.pdf](#)

Chief Scairpon reviewed this grant award which will be used to pay for Flock cameras throughout the city. They will also be purchasing some fingerprinting kits and a foreign language learning platform to help officers learn other languages.

Motion to authorize the Mayor to approve and accept the US DOJ Justice Assistance grant funds moved by Councilmember Richards seconded by Councilmember Condyles.

AYES: ALL

11. [Supplemental Agreement No. 4 with Parametrix, Inc. for Engineering Services for the Downtown Stormwater Treatment Project.](#)

[PSA_SuppTime 4_DSTP_11-13-23.pdf](#)

Director Laycock explained this is a no-cost time extension for the stormwater treatment project.

Motion to authorize the Mayor to sign and execute Supplemental Agreement No. 4 with Parametrix, Inc. for engineering services for the Downtown Stormwater Treatment Project moved by Council President Norton seconded by Councilmember King.

AYES: ALL

12. [Right of Entry and Use Permit with LGL Investments for the 53rd Ave NE and 61st St NE Intersection and Shared-Use Path Improvements Project.](#)

[Permit ROE Signed.pdf](#)

Director Laycock reviewed this item.

Motion to authorize the Mayor to sign and execute the Right of Entry and Use permit with LGL Investments moved by Councilmember Richards seconded by Councilmember Condyles.

AYES: ALL

13. [A Resolution to Provide a Ballot Proposition to Renew the Transportation Benefit District Sales and Use Tax.](#)

[TBD Resolution 2023 \(Final Clean\).pdf](#)

Director Laycock reviewed this item which would renew the TBD sales tax for the same amount on the February 13, 2024 special election.

Council President Norton asked why the date was chosen and if there are other items on the ballot. Mayor Nehring explained that neither the school district nor the RFA will be running items on that ballot. He thought the timing was mainly due to the cash flow needs. Director Laycock agreed and added that they knew there would be no competing items on that ballot. Director Ferrer-Santa Ines explained that the TBD currently in place expires on September 6, 2024. Since the DOR doesn't make any changes in the 4th quarter, the information from the approved vote needs to be provided to them by June. This will ensure there is no break in collection and is the timing recommended by the Department of Revenue.

Councilmember Muller asked if they would be providing a communication page on this item explaining what has been done over the years. CIO Mennie said they have worked on a communications plan which would include an updated web page with facts about the measure. They would also do a Herald editorial board, public meetings, an informational mailer, and other information. It would explain what the money accomplished over the past ten years and the types of projects that it could cover in the future. It would explain that this isn't a new tax and would just continue what has been done over the past ten years.

Council President Norton asked if they would explain what the money would be used for in the future. Director Laycock explained they would discuss that generally.

Motion to approve Resolution No. 2543 moved by Councilmember James seconded by Councilmember Richards.

AYES: ALL

14. [Revised Local Agency Agreement Supplement and Local Agency Federal Aid Project Prospectus with WSDOT for the 116th Street Pavement Preservation National Highway System \(NHS\) Project.](#)

[116th NHS_LAA Supplement_Revised.pdf](#)

[116th NHS_Construction Prospectus.pdf](#)

[116th St NHS_STIP.pdf](#)

Director Laycock reviewed this item and item 15 regarding NHS projects.

Motion to authorize the Mayor to sign and execute the revised Local Agency Agreement Supplement and Local Federal Aid Prospectus to obligate construction funds for the 116th Street Pavement Preservation NHS Project moved by Councilmember Muller seconded by Council President Norton.

AYES: ALL

15. [Revised Local Agency Agreement Supplement and Local Agency Federal Aid Project Prospectus with WSDOT for the State Avenue Pavement Preservation National Highway System \(NHS\) Project.](#)

[State Ave NHS_LAA Supplement_Revised.pdf](#)

[State Ave NHS_Construction Prospectus.pdf](#)

[State Ave NHS_STIP.pdf](#)

Motion to authorize the Mayor to sign and execute the revised Local Agency Agreement Supplement and Local Federal Aid Prospectus to obligate construction funds for the State Avenue Corridor Pavement Preservation NHS Project moved by Councilmember James seconded by Council President Norton.

AYES: ALL

Mayor's Business

16. [Community Transit Board Composition Review and Selection Meeting](#)

[Community Transit_Board Composition & Review_2024JAN18.pdf](#)

Mayor Nehring:

- Marysville for the Holidays is this weekend. He is looking forward to that. Thanks to everyone who is working hard to put the event together.
- Eric's Little Heroes has a great clip on the new pump track and Landon Oliphant.
- He requested that the Council recommend him to represent the City at the Community Transit Board Composition and Selection Meeting.

Motion to approve the Mayor to attend the Community Transit Board Composition Review and Selection Meeting moved by Councilmember Richards seconded by Councilmember Condyles.

AYES: ALL

Staff Business

Director Miller referred to a public comment regarding the newly adopted fowl ordinance. She responded to questions raised by Ms. Villasin and explained that staff is proposing no changes to the ordinance at this time. Director Miller has expressed this to Ms. Villasin and let her know what she would be recommending to Council. She also let her know that if she had any issues she could contact a code enforcement officer.

Councilmember Muller commented that the neighbor was out of compliance. Director Miller explained that she heard from Mr. Perilla that the number of fowl on the property now meets the code and that he got rid of the rooster. There may be other items they need to look into.

City Attorney Walker asked for a brief recess to talk with the Mayor. Council recessed from 8:31 to 8:32 p.m.

Mayor Nehring stated there would be no executive session.

Call on Councilmembers and Committee Reports

Councilmember Condyles said he had a nice time at the NLC conference in Atlanta. He reviewed the topics of conversation.

Councilmember James:

- He asked when the light at 52nd and Sunnyside will get turned on. Director Laycock explained that the vendor needs to program it. He thought it would be on the first or second week of December.
- He enjoyed the beltline mobile tour at NLC conference.
- He is looking forward to Marysville for the Holidays.

Councilmember King:

- He appreciated being able to attend the NLC conference. He reported on the mobile tour he attended. He also enjoyed the sessions.
- He is looking forward to the holiday parade this Saturday.

Councilmember Stevens reported on the NLC conference and said he also enjoyed the rail conversation.

Councilmember Richards:

- He attended the emergency management meeting. There was a lot of good information.
- He is looking forward to the holiday parade.

Councilmember Muller:

- NLC had good information about public-private partnerships and other ideas that they might be able to use for development of the waterfront.
- He asked if the parking design on 10th Street was intentional. Director Laycock explained they put it back the way it was before, but they still need to address the middle area.
- He hopes the weather cooperates this weekend for the parade.

Council President Norton:

- She reported on the Public Safety Committee meeting where they discussed crime statistics, employment statistics, and the jail.
- She reported on the Finance Committee meeting where they reviewed revenues and expenses which are tracking well. They also discussed tax increment financing which was passed in 2021.

Adjournment

Motion to adjourn the meeting at 8:43 p.m. moved by Councilmember Richards seconded by Councilmember Stevens.

AYES: ALL

The meeting was adjourned at 8:43 p.m.

Approved this _____ day of _____, 2024.

Mayor
Jon Nehring



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 22, 2024

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: December 4, 2023 City Council Work Session Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[WS 12042023.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

**Work Session
December 4, 2023**

Call to Order

Mayor Nehring called the meeting to order at 7:00 p.m. He requested a moment of silence for former Councilmember Donna Wright who passed away last week which was a big loss to the Council and the City.

Pledge of Allegiance

Mayor Nehring led the Council in the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Council President Kamille Norton, Councilmember Peter Condyles, Councilmember Mark James, Councilmember Tom King, Councilmember Michael Stevens, Councilmember Kelly Richards, Councilmember Steve Muller

Staff: Chief Administrative Officer (CAO) Gloria Hirashima, City Attorney Jon Walker, Police Chief Erik Scairpon, Parks & Recreation Director Tara Mizell, Community Development Director Haylie Miller, Human Resources Director Megan Hodgson, Public Works Director Jeff Laycock, IT Director Stephen Doherty, Network Systems Administrator Chris Brown, Courts Administrator Suzanne Elsner, Finance Director Jennifer Ferrer-Santa Ines

Approval of the Agenda

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

AYES: ALL

Consent

1. November 9, 2023 Payroll in the amount of \$1,869,756.46 Paid by EFT Transactions and Check Numbers 34818 through 34824
2. November 22, 2023 Claims in the Amount of \$3,826,588.37 Paid by EFT Transactions and Check Numbers 166479 through 166630 with Check Numbers 165308 and 166248 Voided

112223.rtf

3. November 22, 2023 Payroll in the Amount of \$1,792,462.46 Paid by EFT Transactions and Check Numbers 34836 through 34841
4. November 29, 2023 Claims in the Amount of \$1,556,522.97 Paid by EFT Transactions and Check Numbers 166631 through 166707

112923.rtf

New Business

5. Professional Services Agreement for Indigent Defense Services - Feldman & Lee.

Supp3.pdf

Feldman and Lee - Indigent Defense (3).pdf

CAO Hirashima reviewed the renewal of the PSA which would provide for indigent defense services.

6. A Resolution in Support of Using the Housing Action Plan.

Memo re. Housing Action Plan (HAP)

DRAFT Housing Action Plan

Resolution Housing Action Plan

Director Miller introduced the resolution which would support utilizing the Housing Action Plan to inform the Comprehensive Plan update. She shared some background on this and introduced the consultants from ECO Northwest.

Lee Ann Ryan and Tyler Bump from ECO Northwest made the presentation. Ms. Ryan gave a project overview and highlighted key needs from the Housing Needs Assessment related to population growth, median age, housing unit growth, household size, income/affordability trends, and future housing needs. She summarized that Marysville will need to accommodate an additional 14,253 housing units by 2044, 4760 of which will need to be for lower-income households. She also reviewed the community engagement process to date which is reflected in the plan.

Draft Housing Strategies:

1. Increase housing diversity to expand rental and homeownership opportunities for a wider range of households.
2. Create more housing stability for households at risk of displacement.
3. Support the development of income-restricted affordable and workforce housing.
4. Take a proactive approach to addressing homelessness.

Discussion:

Councilmember King asked for definitions about the different categories of households. Ms. Ryan reviewed these. Director Miller explained this is the first time the State has given them specific income categories that they have to plan for.

Councilmember Stevens asked if they already have protection on mobile home parks. He wondered if this was an increased layer of protection. Director Miller thought it was but indicated she would follow up.

Councilmember Richards also expressed concern about mobile home housing.

Councilmember Muller referred to condominium defect liability laws and said he thought Washington State overturned those. Ms. Ryan explained they did not completely overturn it but the State has tried to improve the process. She does not think it will totally mitigate the problem. Also, insurance companies are not as quick to adjust.

Director Miller stated staff would bring this back for approval at the next meeting.

7. [First Amendment to the Interlocal Agreement for jail services with Lake Stevens Police Department.](#)

[1st Amendment to Lake Stevens Jail ILA.pdf](#)

Chief Scairpon introduced this first amendment to the ILA for jail services with Lake Stevens which will extend the current contract with cost increases for 2024.

Council President Norton asked about medical costs. Chief Scairpon stated they are in the process of writing a new medical contract.

8. [An Ordinance amending the 2023-2024 Biennial Budget for various purposes not known at the time of budget adoption.](#)

[12 4 2023 BA Ordinance.docx](#)
[Q4 2023 Budget Amendment Memov Dec.docx](#)

Finance Director Ferrer Santa-Ines presented the budget amendment for consideration.

9. [Bleachers Lease Extension.](#)

[Bleachers Lease Extension.docx](#)

Director Mizell discussed the Bleachers lease extension.

Councilmember Muller asked if all the TI's were done. Director Miller replied that they were.

Mayor Nehring asked if they are on track with the repayment agreement. Director Miller explained they are on track and the agreement continues through this term of the contract.

10. [A Resolution of the City Council of the City of Marysville, Washington, honoring the legacy of public service of former City Councilmember Donna Wright.](#)

[Resolution_Honoring_Donna_Wright.pdf](#)

Mayor Nehring read the resolution honoring the legacy of Donna Wright.

Motion to waive normal Council rules to take action on this item tonight moved by Councilmember Richards seconded by Councilmember Muller.

AYES: ALL

Motion to approve Resolution No. 2544 moved by Council President Norton seconded by Councilmember Condyles.

AYES: ALL

11. [A Resolution to amend the Section 8.1, Section 8.3, and Section 8.4 of the City's Personnel Rules.](#)

[Resolution for Personnel Rules 12.01.23.pdf](#)

Director Hodgson reviewed proposed changes to personnel rules.

12. [Changes to Council Rules Regarding Public Comment.](#)

[Public Comment Revisions Draft 12-01-23.pdf](#)

[R-2524 Relating to Procedures for the Conduct of Business at Council Meetings](#)

[Repealing R-2493 \(1\).pdf](#)

[RCW 35A.11.020.pdf](#)

City Attorney Walker solicited feedback from the Council regarding potential changes to rules regarding public comments. There was discussion about options available to the Council. There appeared to be consensus to prioritize in-person versus online comments while still allowing online comments. City Attorney Walker recommended limiting comments to items that are within the powers of the Council.

City Attorney Walker asked if the Council wanted to require signups for public hearing items. There seemed to be consensus to not require advance sign up for public hearings.

He asked if the Council wants to have a total time limit for public comments. There was agreement to have some sort of limit.

There was discussion about potential scenarios and how they might be handled.

13. Public Defense Agreements - Professional Service Agreement for Indigent Defense Services (Conflict Counsel)

Conflict Counsel PSA packet 12-11-23.pdf

CAO Hirashima reviewed this item related to backup defender services with Chis Griffen, Meredith Hutchison, and Jamie Kim.

Council President Norton asked how often they need to use these services. Courts Administrator Elsner replied they are used very frequently.

Legal

Mayor's Business

Thanks to everyone who helped with Marysville for the Holidays. He expressed condolences to Donna Wright's family and recalled fond memories of her.

Staff Business

City Attorney Walker stated the need for one executive session regarding potential sale of real estate for 10 minutes with no action expected.

Call on Councilmembers and Committee Reports

Councilmember Condyles:

- He commented that this was the best Marysville for the Holidays ever. Thanks to everyone for their participation.
- He also extended condolences to Donna Wright's family. He also recalled several memories of Donna.

Councilmember James:

- He echoed comments about Donna Wright.
- He asked for an update on the cold weather shelters. Chief Scairpon said he wasn't aware of any negative issues. Director Mizell said she visited recently and it was calm and very organized. She is concerned if they will continue to have

enough volunteers and other resources since they have had to open the shelter so much and so early in the season.

- Marysville for the Holidays was fantastic.

Councilmember King:

- The annual toy drive will take place next week.
- Government Affairs committee met last Thursday.
- This was the biggest year for the parade. Everything looked great.
- He reminisced about Donna and noted she will be missed.

Councilmember Stevens:

- Marysville for the Holidays was great.
- He gave an update on Economic Development Committee meeting where they discussed updates in the CIC and had a presentation from Public Works regarding the Transportation Element of the Comp Plan and a presentation regarding the Whiskey Ridge break in access on Highway 9.
- He recalled favorite memories of Donna Wright and noted she would be missed.

Councilmember Richards:

- He extended condolences to Donna's family.
- The city looks great.

Councilmember Muller:

- Marysville for the Holidays was a great event. The city looks awesome.
- He recalled fond memories of Donna and her family and noted she will be missed.

Council President Norton:

- She agreed that the city looks fantastic, especially the lights in the park. She is happy to see so many people enjoying it.
- She relayed stories about Donna Wright and expressed condolences to her family.

Adjournment/Recess

Council recessed from 8:49 to 8:56 p.m.

Executive Session

Executive Session was held from 8:56 to 9:06 p.m.

Reconvene

The meeting reconvened at 9:06 p.m.

Adjournment

Motion to adjourn at 9:06 p.m. moved by Councilmember Richards seconded by Councilmember James.

AYES: ALL

The meeting was adjourned at 9:06 p.m.

Approved this _____ day of _____, 2024.

Mayor
Jon Nehring



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 22, 2024

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: December 11, 2023 City Council Meeting Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[CC 12112023.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

**Regular Meeting
December 11, 2023**

Call to Order

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

Invocation

Pastor Dan'l Markham of Everett Gospel Mission gave the invocation.

Pledge of Allegiance

Mayor Nehring led the Pledge of Allegiance.

Roll Call

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

Staff: Chief Administrative Officer (CAO) Gloria Hirashima, City Attorney Jon Walker, Community Development Director Haylie Miller, Public Works Director Jeff Laycock, Finance Director Jennifer Ferrer-Santa Ines, Parks & Recreation Director Tara Mizell, IT Director Stephen Doherty, Police Chief Erik Scairpon, Community Information Officer (CIO) Connie Mennie, Network Systems Administrator Chris Brown, Human Resources Director Megan Hodgson, Communications Specialist Bridgette Larsen, Fire Chief Vander Pol, Risk and Program Manager Leah Tocco, Utility Billing Supervisor Stephanie Janssen

Approval of the Agenda

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

AYES: ALL

Presentations

A. Swearing-in of Police Officer Trevor Lohrke

Oath Police Officer Trevor Lohrke.docx

Chief Smith introduced and Mayor Nehring swore in Officer Lohrke.

B. Swearing-in of Police Officer Mitchell Beaupre

Oath Police Officer Mitchell Beaupre.docx

Chief Smith introduced and Mayor Nehring swore in Officer Beaupre.

C. MESH - Micro Extended Shelter Home Program Update

MESH Program Overview and Summary 2023 final.pdf

John Hull, Director of Strategic Missions at Everett Gospel Mission, and Dan Hazen, Allen Creek Baptist Church, gave an update of the MESH program and thanked the City for the partnership. Questions and answers followed about program details. Mayor Nehring and the Council thanked them and everyone involved for their work in the program.

Audience Participation

None

Approval of Minutes

Consent

1. November 9, 2023 Payroll in the amount of \$1,869,756.46 Paid by EFT Transactions and Check Numbers 34818 through 34824
2. November 22, 2023 Claims in the Amount of \$3,826,588.37 Paid by EFT Transactions and Check Numbers 166479 through 166630 with Check Numbers 165308 and 166248 Voided

112223.rtf

3. November 22, 2023 Payroll in the Amount of \$1,792,462.46 Paid by EFT Transactions and Check Numbers 34836 through 34841
4. November 29, 2023 Claims in the Amount of \$1,556,522.97 Paid by EFT Transactions and Check Numbers 166631 through 166707

112923.rtf

5. December 6, 2023 Claims in the Amount of \$2,473,630.05 Paid by EFT Transactions and Check Numbers 166708 through 166845 with Check Number 166501 Voided

[120623.rtf](#)

6. Professional Services Agreement for Indigent Defense Services - Feldman & Lee.

[Supp3.pdf](#)

[Feldman and Lee - Indigent Defense \(3\).pdf](#)

7. First Amendment to the Interlocal Agreement for jail services with Lake Stevens Police Department.

[1st Amendment to Lake Stevens Jail ILA.pdf](#)

8. Bleachers Lease Extension.

[Bleachers Lease Extension.docx](#)

9. Public Defense Agreements - Professional Service Agreement for Indigent Defense Services (Conflict Counsel)

[Conflict Counsel PSA packet 12-11-23.pdf](#)

Motion to approve Consent Agenda items 1-9 moved by Councilmember Richards seconded by Council President Norton.

AYES: ALL

Review Bids

Public Hearings

New Business

10. Agreement between the City of Marysville and Everett Farmers Market, LLC regarding the operation of the Marysville 3rd St Farmers Market.

[Agreement Everett Farmers Market 2024.pdf](#)

[2023-24_Insurance.pdf](#)

[Hotel Motel Lodging Tax Report.pdf](#)

Director Mizell reviewed this agreement for the Farmers Market for next summer. She highlighted a time change.

Councilmember King asked what time the street will closed for preparation. Director Mizell said it would be 12:30.

Motion to authorize the Mayor to sign and execute the Agreement between the City of Marysville and Everett Farmers Market, LLC moved by Councilmember Condyles seconded by Councilmember Stevens.

AYES: ALL

11. [Community Development Block Grant Program Years 2024 & 2025 Funding Recommendation](#)

[Exhibit A 2024-2025.pdf](#)

Director Miller reviewed the funding recommendation for the Community Development Block Grant for Program Years 2024 and 2025.

Council President Norton asked if the number of applicants was low. Director Miller said it was and noted some of the possible reasons for this.

Motion to authorize the Mayor to execute and approve the Citizen Advisory Committee's funding recommendation for Program Years 2024 and 2025, direct staff to notify each sub recipient of the approved funding recommendations, and prepare a Program Year 2024 Annual Action Plan in accordance with the 2020-2024 Consolidated Plan moved by Councilmember Richards seconded by Councilmember James.

AYES: ALL

12. [Agreement with the Snohomish County Human Services for Low Income Household Water Assistance Program \(LIHWAP\)](#)

[VA-WS-23-30-08.pdf](#)

Stephanie Janssen, Utility Billing Supervisor, presented the agreement with Snohomish County Human Services for low income household water assistance program. Staff is requesting renewal of the agreement.

Motion to authorize the Mayor to sign and execute the agreement with Snohomish County for Low Income Household Water Assistance Program (LIHWAP) moved by Council President Norton seconded by Councilmember King.

AYES: ALL

13. [A Resolution in Support of Using the Housing Action Plan.](#)

[Memo re. Housing Action Plan \(HAP\)](#)

DRAFT Housing Action Plan

Resolution Housing Action Plan

Director Miller reviewed this item which was presented at the work session. Staff is recommending approval of the Housing Action Plan as a resource for the Comprehensive Plan.

She responded to a question from the work session about mobile home parks and explained there is an overlay in certain areas that allows for mobile home/manufactured parks and encourages that use there.

Councilmember Stevens asked if the mobile home park overlay prevents redevelopment. Director Miller did not think it did. She noted they could look into strengthening that code if desired.

Motion to approve Resolution No. 2545 in support of using the Housing Action Plan moved by Councilmember Stevens seconded by Councilmember Muller.

AYES: ALL

14. [An Ordinance amending the 2023-2024 Biennial Budget for various purposes not known at the time of budget adoption.](#)

12 4 2023 BA Ordinance.docx

Q4 2023 Budget Amendment Memov Dec.docx

Director Ferrer Santa-Ines reviewed the proposed budget amendment.

Motion to adopt Ordinance No. 3300 moved by Councilmember James seconded by Council President Norton.

AYES: ALL

15. [A Resolution to amend the Section 8.1, Section 8.3, and Section 8.4 of the City's Personnel Rules.](#)

Resolution for Personnel Rules 12.01.23.pdf

Director Hodgson presented the resolution requesting revisions to personnel rules.

Motion to approve Resolution No. 2546 moved by Councilmember King seconded by Councilmember Stevens.

AYES: ALL

16. [A Resolution to change Council Rules Regarding Public Comment.](#)

RCW 35A.11.020.pdf

[Council Procedures Resolution- 12-8-23.pdf](#)

City Attorney Walker presented proposed draft changes which were discussed at the last meeting.

Council President Norton asked about putting a total time limit on public comments. She stated she had mixed feelings about this. City Attorney Walker noted they would have the option to waive rules to extend the time if desired. The Mayor could also choose to shorten the amount of time allowed per person if there are a lot of people. He recommended having some sort of limit. Councilmember Richards noted that the school district has a 30 minute time limit. He thought it was a good starting point, especially if they could extend it if they wanted. Councilmember James and King thought 30 minutes was fine. Council President Norton noted that the school board limit was a source of angst for some people because if you aren't one of the first ten people to sign up, you can't comment.

Councilmember Richards asked about adding a time to the signup sheet to make it clear who signed up at what time. City Attorney Walker replied that was an option if desired but he didn't think it was necessary.

Motion to approve Resolution No. 2547 moved by Councilmember Richards seconded by Councilmember Stevens.

AYES: ALL

[17. Liability and Crime Policy Renewal Proposal 2024 Coverage Year.](#)

Risk and Program Manager Leah Tocco reviewed the liability insurance coverage policies.

[Microsoft PowerPoint - Marysville Renewal Draft \[Read-Only\].pdf](#)

Motion to authorize the Mayor to sign and execute the Liability Insurance program with Alliant for 2024 in an amount not to exceed \$815,000 and the Crime Policy renewal for \$4,363 moved by Council President Norton seconded by Councilmember Condyles.

AYES: ALL

[18. A Resolution authorizing the Housing Authority of Snohomish County to operate within the city of Marysville.](#)

[HASCO exhibits.pdf](#)

CAO Hirashima introduced this item. Sarah Max, Director of Internal Legal Affairs, spoke on behalf of the Housing Authority with a request to purchase two parcels on Cedar Avenue. HASCO agreed with the sellers of each parcel to pay \$1.5 million for each for a total of \$3 million. HASCO is seeking to purchase the property so they may eventually develop up to 100 units of affordable housing on the land.

Motion to approve Resolution No. 2548 moved by Councilmember Condyles seconded by Councilmember James.

AYES: ALL

19. [A Resolution to provide non-represented employees of the City a one-time Floating Holiday in 2024.](#)

[Resolution_for_Floating_Holiday_-_12.11.23.docx](#)

Director Hodgson reviewed this item which would provide non-represented employees a one-time floating holiday in 2024.

Motion to approve Resolution No. 2549 moved by Councilmember Stevens seconded by Councilmember Richards.

AYES: ALL

[Legal](#)

[Mayor's Business](#)

- Swearing in of councilmembers will happen in the first meeting of the new year unless that doesn't work for someone.
- Association of Washington Cities has moved its meeting to February 6-8.
- He recommended January 23-25 for a legislative day.
- He thanked the Council for their great work throughout the year. He is looking forward to working together in 2024. He thanked staff for their hard work in 2023 with a very busy year. Merry Christmas and Happy New Year.

[Staff Business](#)

Director Mizell:

- The Diversity Committee took the ordinance and expanded on it to do a pledge and information which will be rolled out at the Chamber meeting. They are also working on a new series called Connecting Culture with Community.
- She announced that Golf Pro Wayne Clark will be moving to Arizona in January.

[Call on Councilmembers and Committee Reports](#)

Councilmember Condyles:

- Congratulations to the Police Department for their win at the Police vs. Fire charity game.
- He has enjoyed his first year on Council. Thanks to everyone. He is looking forward to 2024. Merry Christmas and Happy New Year.

Councilmember James:

- Congratulations to new officers.
- It is great to hear more about MESH and how successful that program is.
- Merry Christmas, Happy Holidays, and Happy New Year.

Councilmember King:

- Congratulations to new officers.
- Thanks to Community Development Block Grant for all the good they do.
- He is still hearing good comments about the parade and how great the City looks.
- Merry Christmas and Happy New Year.

Councilmember Stevens:

- The MESH housing is an impressive program. He didn't realize how unique it is. He appreciates how they are out front of new ways to deal with homelessness.
- The lights in the park look wonderful.
- He will be gone on January 2.

Councilmember Richards:

- 80th Street looks good. People think they can still park on the north side. They might need some no parking signs.
- Congratulations to new officers.
- He will not be present on January 2 so will need to do it another time.
- Merry Christmas, Happy Holidays, and Happy New Year.

Councilmember Muller:

- It was another great year on the Council.
- He has heard a lot of comments about how good the city looks.
- He will also be gone on January 2.
- Merry Christmas and Happy New Year.

Council President Norton:

- It's great to see the new officers.
- She commented that the City has a strong faith community here which is a reason the MESH program has been so successful here.
- Since there will be three councilmembers gone on January 2, she suggested that voting on committee assignments the following week.
- Merry Christmas and Happy Holidays to everyone.

Adjournment

The meeting was adjourned at 8:26 p.m.

Approved this _____ day of _____, 2024.

Mayor
Jon Nehring



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 22, 2024

SUBMITTED BY: Chari Taber, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: Approval of Minutes

SUBJECT: January 2, 2024 City Council Work Session Minutes

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[WS 01022024.docx](#)

City Council



501 Delta Ave
Marysville, WA 98270

**Work Session
January 2, 2024**

Call to Order / Pledge of Allegiance

Mayor Nehring called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

Roll Call

Present:

Mayor: Jon Nehring

Council: Councilmember Peter Condyles, Councilmember Mark James,
Councilmember Tom King, Council President Kamile Norton

Excused: Councilmember Stevens, Councilmember Richards, Councilmember Muller

Staff: Finance Director Jennifer Ferrar Santa-Ines, Public Works Director Jeff Laycock, Emergency Preparedness Manager Sarah Lavelle, Police Chief Erik Scairpon

Motion to excuse the absence of Councilmembers Richards, Muller, and Stevens moved by Council President Norton seconded by Councilmember James.

AYES: ALL

Approval of the Agenda

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

AYES: ALL

Motion to waive normal work session rules and allow for action tonight on several items moved by Council President Norton seconded by Councilmember James.

AYES: ALL

Presentations

A. Oath of Office for Mayor and Councilmembers

Oaths of Office were delivered for Councilmember Peter Condyles, Council President Kamille Norton, and Mayor Jon Nehring.

Consent

1. November 9, 2023 Misc. Payroll in the Amount of \$3,593.31 Paid by EFT Transactions and Check Number 34827
2. December 07, 2023 Payroll in the Amount of \$549,746.16 Paid by Check Numbers 34854 through 34992
3. December 07, 2023 Payroll in the Amount of \$4,109.97 Paid by Check Number 34993
4. December 08, 2023 Payroll in the Amount of \$1,941,450.43 Paid by EFT Transactions and Check Numbers 34842 through 34853
5. December 08, 2023 Misc. Payroll in the Amount of \$6,071.54 Paid by Check Numbers 34994 through 34995
6. December 13, 2023 Payroll in the Amount of \$68,370.57 Paid by EFT Transactions and Check Numbers 34996 through 35110
7. December 20, 2023 Claims in the Amount of \$1,784,738.63 Paid by EFT Transactions and Check Numbers 166955 through 167105 with Check Numbers 165329, 165457, 165907, 166748 and 166893 Voided

[122023.rtf](#)

8. December 22, 2023 Payroll in the Amount of \$2,416,519.51 Paid by EFT Transactions and Check Numbers 35111 through 35126
9. December 27, 2023 Claims in the Amount of \$1,692,589.43 Paid by EFT Transactions and Check Numbers 167106 through 167249

[122723.rtf.pdf](#)

Motion to approve the Consent Agenda items 1-9 moved by Council President Norton seconded by Councilmember King.

AYES: ALL

Review Bids

Public Hearings

New Business

10. Supplement Agreement No. 1 to the Professional Services Agreement with RH2 Engineering, Inc., to provide final design for the SR 528 Water Main Replacement Project

[PSA_Supp 1_Consolidated_rev 2023_12_19.pdf](#)

Director Laycock reviewed this item for final design of the 528 Water Main Replacement Project from 67th to 83rd Avenue.

Motion to authorize the Mayor to sign and execute Supplement Agreement No. 1 to the Professional Services Agreement with RH2 Engineering, Inc. moved by Councilmember King seconded by Councilmember James.

AYES: ALL

11. Emergency Management Performance Grant (E24-238)

[E24-238 City of Marysville 23EMPG.pdf](#)

Sarah Lavelle reviewed this item related to the Emergency Management Performance Grant.

Motion to authorize the Mayor to sign and execute the Emergency Management Performance Grant agreement (E24-238) moved by Councilmember Condyles seconded by Council President Norton.

AYES: ALL

12. An Ordinance amending the 2023-2024 Biennial Budget and providing for the increase/decrease of certain expenditure items as budgeted for in Ordinance 3239.

[010224 BA Ordinance.pdf](#)

Director Ferrar-Santa Ines reviewed this item. She noted that the last page had inadvertently been omitted from the packet but the motion will include Exhibit A.

Motion to adopt Ordinance No. 3301 moved by Council President Norton seconded by Councilmember James.

AYES: ALL

Legal

Mayor's Business

- Thanks to Council for taking action on items tonight. Because of this there won't be a need for a meeting next week.
- There will be a ribbon cutting for Holistic Habits and Performance on Friday.
- He sent councilmembers a calendar invite for the Olympia Lobby Day on January 23. They already have ten meetings scheduled for that day.
- He also sent an invite out today for February 22 for the Council Retreat at the Opera House.

Staff Business

Director Laycock reported that a sprinkler went off in the Opera House this morning which caused a little flooding damage. They are working to address it and dry it out. Mayor Nehring commended staff for their quick work on this which minimized the damage.

Council President Norton asked if they know what caused it to go off. Director Laycock said they are not sure yet.

Councilmember King asked if it affects any events that were scheduled. Director Laycock said they would need to cancel the wedding expo that was scheduled for this weekend.

Police Chief Scairpon gave an update on the police traffic unit. A sergeant has been assigned to the unit. Two officers will be working on the team full-time.

Call on Councilmembers and Committee Reports

Councilmember Condyles:

- Happy New Year to everyone.
- Congratulations to Council President Norton and Mayor Nehring for getting sworn in tonight. Thanks to the Mayor for swearing him in.
- He brought up a Herald article about sales tax rates which he feels emphasizes the fact that they use their funds the way they should which is something to be proud of.

Councilmember James:

- Happy New Year to everyone.
- Congratulations to Mayor Nehring, Council President Norton, and Councilmember Condyles on a new term.
- He is looking forward to a full day down in Olympia.
- Comments on Christmas lights have been great.
- Vagrancy around the Salvation Army building on State Avenue has been an issue for business.

Councilmember King:

- He reported on the Government Affairs Committee with the Tulalip Tribes where they discussed the design and funding for the proposed 4th and 88th Street interchange project. They had a recap on the watermain break. There was a very good relationship with the Tribes to get that finished. They also talked about the upcoming completion of the Downtown Stormwater Treatment Facility.
- He asked Chief Scairpon to report on the Active Bystandership for Law Enforcement training (ABLE). Chief Scairpon gave a recap.
- Styrofoam will be collected at the old city hall this Saturday from 10 to 2.

Council President Norton:

- She welcomed everyone back and wished them a Happy New Year.
- Congratulations to Councilmember Condyles and Mayor Nehring. She is looking forward to serving another term with everyone.
- She reported on the December 21 Public Safety Committee meeting where they reviewed crime statistics, discussed Flock cameras. There is good news on the staffing front.
- She reported on the December 21 Finance Committee meeting where they reviewed sales tax data, revenues, and expenses.
- The water tower looks fantastic.

Adjournment

Motion to adjourn at 7:27 p.m. moved by Councilmember James seconded by Councilmember Condyles.

AYES: ALL

The meeting was adjourned at 7:27 p.m.

Approved this _____ day of _____, 2024.

Mayor
Jon Nehring



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 22, 2024

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: December 31, 2023 (A) Claims in the Amount of \$523,077.53
Paid by EFT Transactions and Check Numbers 167250
through 167305 with Check Number 166705 Voided

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[123123A.rtf](#)

PAGE: 1

[illegible]

DATE: 1/4/2024
TIME: 9:29:50AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 12/31/2023 TO 1/4/2024

PAGE: 2

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	EDGE ANALYTICAL		WATER QUAL TREATMENT	1,432.00
167268	ENVIRONMENTAL CONTROL	WINDOW CLEANING SERVICE	FACILITY REPLACEMENT	8,730.00
167269	EVERETT STAMP WORKS	SUPPLIES	DETENTION & CORRECTION	34.68
167270	EVERETT, CITY OF	ANIMALS TO SHELTER	COMMUNITY SERVICES UNIT	5,500.00
167271	FEDEX	SHIPPING FEE	WASTE WATER TREATMENT	24.51
167272	FELDMAN & LEE P.S.	PUBLIC DEFENSE CONTRACT	PUBLIC DEFENSE	53,560.00
167273	FRANCOTYP-POSTALIA	POSTAGE METER RENTAL	UTIL ADMIN	109.94
	FRANCOTYP-POSTALIA		COMMUNITY	109.95
167274	FRIGARD, LACEY	REIMBURSEMENT TECH EXAM	COMMUNITY	290.00
167275	GUPTA, PREMCHAND	INTERPRETER SERVICE	COURTS	203.71
167276	HAZEN, DANIEL EDWARD	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
167277	HD FOWLER COMPANY	HAND WRENCH, MARKING PENS	ER&R	1,150.64
	HD FOWLER COMPANY	COUPLING, BOLTS	WATER/SEWER OPERATION	3,240.45
167278	HODGSON, MEGAN	REIMBURSEMENT	MEDICAL CLAIMS	54.26
	HODGSON, MEGAN		MEDICAL CLAIMS	185.32
167279	HOME DEPOT USA	CUSTODIAL SUPPLIES	CUSTODIAL SERVICES	825.09
167280	HYLARIDES, LETTIE	INTERPRETER SERVICE	COURTS	130.00
	HYLARIDES, LETTIE		COURTS	146.25
167281	KANEHEN, GREGORY	CHAPLIN STIPEND	POLICE ADMINISTRATION	750.00
167282	LASTING IMPRESSIONS	SWEATSHIRTS/T-SHIRTS	ER&R	1,431.73
167283	LES SCHWAB TIRE CTR	AXLE DRIVE TIRES	ER&R	799.27
167284	MARYSVILLE, CITY OF	5300 SUNNYSIDE BLVD	SEWER LIFT STATION	63.82
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	122.03
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	138.50
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	162.24
	MARYSVILLE, CITY OF	6915 ARMAR RD IRRIGATION	PARK & RECREATION FAC	246.70
	MARYSVILLE, CITY OF		PARK & RECREATION FAC	294.72
	MARYSVILLE, CITY OF	4822 61 ST NE A & B	AFFORDABLE HOUSING	297.19
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	299.32
	MARYSVILLE, CITY OF	7115 GROVE ST	GOLF ADMINISTRATION	302.06
	MARYSVILLE, CITY OF	5315 64TH ST NE	PARK & RECREATION FAC	306.17
	MARYSVILLE, CITY OF	1635 GROVE ST	PUBLIC SAFETY BLDG	641.98
	MARYSVILLE, CITY OF	6810 84TH ST NE	GOLF ADMINISTRATION	660.03
	MARYSVILLE, CITY OF	7007 GROVE ST	GOLF ADMINISTRATION	1,404.20
	MARYSVILLE, CITY OF	6915 ARMAR RD	PARK & RECREATION FAC	1,847.34
167285	NORTH CENTRAL LABORA	SUPPLIES FOR STERILE	WATER/SEWER OPERATION	-38.11
	NORTH CENTRAL LABORA		WASTE WATER TREATMENT	443.49
167286	NORTH COAST ELECTRIC	OVERLOAD RELAY HEATER	SOURCE OF SUPPLY	2,134.75
167287	NORTHWEST CORROSION	TEST STATION SURVEY	WATER SUPPLY MAINS	14,850.00
167288	NORTHWESTERN AUTO	PAINTING VEHICLE P219	EQUIPMENT RENTAL	1,679.84
	NORTHWESTERN AUTO	PAINTING - VEHICLE P221	EQUIPMENT RENTAL	1,750.95
	NORTHWESTERN AUTO	PAINT JOB - P218	EQUIPMENT RENTAL	1,807.84
167289	OLSON, CHRISTINE	PROTEM SERVICE	MUNICIPAL COURTS	555.00
167290	PALAMERICAN SECURITY	SECURITY SERVICE	PROBATION	1,265.50
	PALAMERICAN SECURITY		MUNICIPAL COURTS	3,796.50
167291	PETROCARD SYSTEMS	FUEL CONSUMED	ENGR-GENL	90.57
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	100.51
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	169.82
	PETROCARD SYSTEMS		COMMUNITY	234.28
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	454.33
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,314.33
	PETROCARD SYSTEMS		GENERAL	1,935.66
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	6,141.99
	PETROCARD SYSTEMS		POLICE PATROL	9,181.50

DATE: 1/4/2024
TIME: 9:29:50AM

CITY OF MARYSVILLE
INVOICE LIST

PAGE: 3

FOR INVOICES FROM 12/31/2023 TO 1/4/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
167291	PETROCARD SYSTEMS	FUEL CONSUMED	SOLID WASTE OPERATIONS	9,204.97
167292	PGC INTERBAY LLC	PAYROLL REIMBURSEMENT - GOLF	PRO-SHOP	9,068.72
	PGC INTERBAY LLC		MAINTENANCE	12,632.32
167293	PUBLIC SAFETY TESTING	Q4 SUBSCRIPTION FEES	PERSONNEL ADMINISTRATION	1,006.00
167294	PUD	ACCT #202461034	UTIL ADMIN	24.75
	PUD	ACCT #201672136	SEWER LIFT STATION	40.79
	PUD	ACCT #202288585	TRANSPORTATION	80.10
	PUD	ACCT #220761803	OPERA HOUSE	146.21
	PUD	ACCT #205237738	TRAFFIC CONTROL DEVICES	157.54
	PUD	ACCT #205239270	TRAFFIC CONTROL DEVICES	182.77
	PUD	ACCT #223521238	SURFACE WATER CAPITAL	197.24
	PUD	ACCT #200223857	PARK & RECREATION FAC	735.20
	PUD	ACCT #223505728	PUBLIC SAFETY BLDG	1,039.99
	PUD	ACCT #200303477	WATER FILTRATION PLANT	2,630.69
	PUD	ACCT #223003021	CAPITAL EXPENDITURES	12,700.73
167295	PUMPTech HOLDINGS	VALVE, GALVANIZED COLUMN	SOURCE OF SUPPLY	2,286.46
167296	RSG ABATEMENT & DEMO	ASBESTOS CLEANING & REMOVAL	FACILITY REPLACEMENT	5,989.65
167297	SNO CO TREASURER	INMATE MEDICAL	DETENTION & CORRECTION	3,421.10
167298	SOUND SAFETY	UNIFORM - SHELPER	SOLID WASTE OPERATIONS	425.39
167299	SPRAGUE PEST SOLUTION	RODENT SERVICE - EXTERIOR	SOLID WASTE OPERATIONS	153.16
167300	SUPERIOR RESTROOMS	SERVICE ON UNIT 15581	WATER DIST MAINS	71.11
167301	TRICO COMPANIES, LLC	HYDRANT METER RENTAL REFUND	WATER/SEWER OPERATION	1,200.00
167302	TRIVETT, MARK A	PROTEM SERVICE	MUNICIPAL COURTS	370.00
167303	VERIZON	AMR LINES	METER READING	462.37
167304	WDG REVOCABLE LIVING	UTILITY REFUND	GARBAGE	180.40
167305	ZIPLY FIBER	ACCT #3606577108	STREET LIGHTING	67.85

WARRANT TOTAL: **523,257.93**

WDG REVOCABLE LIVING TRUST	CHECK LOST/DAMAGED	166705	VOIDED	\$180.40
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REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: **\$523,077.53**



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 22, 2024

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: December 31, 2023 (B) Claims in the Amount of \$8,039,941.08
Paid by EFT Transactions and Check Numbers 167345
through 167437

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[123123B.xls](#)

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 1/11/2024 TO 1/11/2024

				<u>ITEM</u>
<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>AMOUNT</u>
167345	US BANK	MARLTGOREF13 - CH	REDEMPTION L/T DEBT-GEN	306,525.00
			INTEREST & OTHER DEBT-GEN	6,130.50
		MARLTGOREF13 - WATERFRONT	REDEMPTION L/T DEBT-PARK	150,975.00
			INTEREST & OTHER DEBT-PARK	3,019.50
		MARLTGOREF13 - STATE	REDEMPTION L/T DEBT-STREET	457,500.00
			INTEREST & OTHER DEBT-STREET	9,150.00
		MARLTGOREF13 - 156TH	REDEMPTION L/T DEBT-STREET	550,000.00
			INTEREST & OTHER DEBT-STREET	91,825.00
167346	US BANK	MARLTGOREF16	REDEMPTION L/T DEBT-STREET	505,000.00
			INTEREST & OTHER DEBT-STREET	26,300.00
167347	US BANK	MARLTGOREF18B - CIVIC CAMPUS	REDEMPTION L/T DEBT-GEN	590,000.00
			INTEREST & OTHER DEBT-GEN	754,500.00
167348	US BANK	MARLTGO20A - CIVIC CAMPUS	REDEMPTION L/T DEBT-GEN	420,000.00
			INTEREST & OTHER DEBT-GEN	168,250.00
167349	US BANK	MARLTGO18 - STREETS	REDEMPTION L/T DEBT-STREET	485,000.00
			INTEREST & OTHER DEBT-STREET	210,009.38
167350	911 SUPPLY INC.	UNIFORM - KINSEY	POLICE PATROL	109.40
	911 SUPPLY INC.	UNIFORM - LOHRKE	POLICE PATROL	607.91
	911 SUPPLY INC.	UNIFORM - VESTS FOR ALL PATROL	POLICE PATROL	7,025.18
167351	AFFORDABLE ENVIRO	CAMP CLEANUP AT TWIN LAKES	ROADSIDE VEGETATION	5,251.20
167352	ALEY, OLIVIA	INSTRUCTOR PAYMENT	RECREATION SERVICES	162.00
167353	ALPINE PRODUCTS INC	TRAFFIC SIGNS	TRAFFIC CONTROL DEVICES	2,835.37
167354	AMERICAN PUBLIC WORK	WORKZONE JOB BOARD	UTIL ADMIN	375.00
167355	ANDERSON, KRISTEN	PROTEM SERVICE	MUNICIPAL COURTS	185.00
167356	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	207.50
	ARAMARK UNIFORM		OPERA HOUSE	207.50
167357	BERNER, ELIAS	INTERPRETER SERVICE	COURTS	130.00
	BERNER, ELIAS		COURTS	130.00
	BERNER, ELIAS		COURTS	147.03
167358	BHC CONSULTANTS	PROFESSIONAL SERVICE	SEWER CAPITAL PROJECTS	130.00
	BHC CONSULTANTS		SEWER LIFT STATION	183.75
	BHC CONSULTANTS		SEWER LIFT STATION	670.00
	BHC CONSULTANTS		SEWER CAPITAL PROJECTS	5,961.13
167359	CANON FINANCIAL	GIS PLOTTER SERVICES	GIS SERVICES IS	267.80
167360	CASCADE COLUMBIA	POLY ALUMINUM CHLORIDE	WASTE WATER TREATMENT PLNT	17,289.42
167361	CASCADE NATURAL GAS	GAS SERVICE	WATER FILTRATION PLANT	2,283.49
167362	CATHOLIC COMMUNITY	CCS - CHORE SERVICE - DEC 2023	COMMUNITY DEVELOPMENT-GENL	485.81
	CATHOLIC COMMUNITY	CCS - CHORE SERVICE - NOV 2023	COMMUNITY DEVELOPMENT-GENL	582.55
167363	CENTRAL SQUARE TECH	PERMITTING SERVICE	COMMUNITY DEVELOPMENT-GENL	360.00
167364	COASTAL FARM & HOME	SANDER CALIBRATION PARTS	SNOW & ICE REMOVAL	97.33
167365	CONSOLIDATED SUPPLY	ADAPTERS/BUSHINGS	SEWER MAIN COLLECTION	63.00
167366	COOP SUPPLY	SUPPLIES	WASTE WATER TREATMENT PLNT	103.61
167367	CORE & MAIN LP	METER READING SET-UP/TRAINING	METER READING	1,641.00
167368	DAILY JOURNAL OF COM	ADVERTIZEMENT	WATER CAPITAL PROJECTS	499.20
167369	DATA QUEST LLC	PRE-EMPLOYMENT	POLICE ADMINISTRATION	25.00
167370	DETROIT INDUSTRIAL	SAW BLADE	GENERAL FUND	-156.46
	DETROIT INDUSTRIAL		SIDEWALK MAINTENANCE	1,820.95
167371	DICKS TOWING	TOWING 23-70036	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-70205	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-70223	POLICE PATROL	77.54
	DICKS TOWING	TOWING 23-70444	POLICE PATROL	77.54
167372	DUNFORD, TARA	2023 FINANCIAL STATEMENT TMLATE	FINANCE-GENL	700.00
167373	E&E LUMBER	CREDIT FOR INV #405817	ROADSIDE VEGETATION	-43.76
	E&E LUMBER	METAL CUT OFF	PARK & RECREATION FAC	14.47
	E&E LUMBER	FLAT WASH, MISC. FASTENERS	TRAFFIC CONTROL DEVICES	69.74
	E&E LUMBER	PAINT SUPPLIES, REDI MIX CONCRETE	GMA-PARKS	79.22
	E&E LUMBER	DOUGLAS FIR, CHAIN LINK, BOLT	ROADSIDE VEGETATION	102.07
	E&E LUMBER	CONCRETE TUBE, CONCRETE	GMA-PARKS	232.03
	E&E LUMBER	CONCRETE, PALLET DEPOSIT	ROADSIDE VEGETATION	396.03
167374	EDGE ANALYTICAL	LAB ANALYSIS	WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	18.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	25.00

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	50.00
	EDGE ANALYTICAL		WATER QUAL TREATMENT	396.00
167375	ELECTRONIC BUSINESS	GIS PLOTTER SERVICES	GIS SERVICES IS	38.29
	ELECTRONIC BUSINESS	GIS PLOTTER SUPPLIES	GIS SERVICES IS	953.42
167376	EVERETT, CITY OF	LAB ANALYSIS	WASTE WATER TREATMENT PLNT	1,602.00
167377	FEDEX	SHIPPING FEES	WASTE WATER TREATMENT PLNT	22.22
	FEDEX		WASTE WATER TREATMENT PLNT	35.81
167378	FERGUSON ENTERPRISES	HYDRANT WRENCH	ER&R	73.23
167379	FERRELLGAS	LARGE GAS TANK REFILL	ROADWAY MAINTENANCE	60.03
	FERRELLGAS		TRAFFIC CONTROL DEVICES	60.03
167380	GEOTEST SERVICES INC	PROFESSIONAL SERVICE	GMA - STREET	1,269.70
167381	GIRL FRIDAY PROD	MUSICAL PERFORMER	RECREATION SERVICES	2,500.00
167382	GOVCONNECTION INC	IPAD MINI	EMBEDDED SOCIAL WORKER	856.86
	GOVCONNECTION INC	IPAD REPLACEMENTS	IS REPLACEMENT ACCOUNTS	1,641.50
167383	GRAINGER	LOCKOUT STATION	WASTE WATER TREATMENT PLNT	84.05
	GRAINGER	COUPLING AND PIPES	WASTE WATER TREATMENT PLNT	186.34
167384	HANKINSON, TREVOR	LOCKER STORAGE	WASTE WATER TREATMENT PLNT	43.63
167385	HDR ENGINEERING	PROFESSIONAL SERVICE	GMA - STREET	1,878.62
167386	HOMAGE SENIOR	CDBG - MEAL ON WHEELS	COMMUNITY DEVELOPMENT-GENL	4,046.29
	HOMAGE SENIOR	CDBG - HOME REPAIRS	COMMUNITY DEVELOPMENT-GENL	43,376.16
167387	HOME DEPOT USA	CUSTODIAL SUPPLIES	CUSTODIAL SERVICES	902.34
167388	HUMAN SERVICES	3RD QTR 2023 LIQUOR PROFITS/TAX	NON-DEPARTMENTAL	5,156.18
167389	J2 CLOUD SERVICES	FAX	LEGAL - PROSECUTION	17.37
	J2 CLOUD SERVICES		LEGAL-GENL	17.37
	J2 CLOUD SERVICES		LEGAL - PROSECUTION	19.02
	J2 CLOUD SERVICES		LEGAL-GENL	19.02
	J2 CLOUD SERVICES		WATER DIST MAINS	34.74
	J2 CLOUD SERVICES		UTILITY BILLING	34.74
	J2 CLOUD SERVICES		CITY CLERK	34.74
	J2 CLOUD SERVICES		COMMUNITY DEVELOPMENT-GENL	34.74
	J2 CLOUD SERVICES		WASTE WATER TREATMENT PLNT	34.74
	J2 CLOUD SERVICES		WASTE WATER TREATMENT PLNT	34.74
	J2 CLOUD SERVICES		EXECUTIVE ADMIN	34.74
	J2 CLOUD SERVICES		POLICE ADMINISTRATION	34.74
	J2 CLOUD SERVICES		RECREATION SERVICES	34.74
	J2 CLOUD SERVICES		POLICE INVESTIGATION	34.74
	J2 CLOUD SERVICES		MUNICIPAL COURTS	34.74
	J2 CLOUD SERVICES		DETENTION & CORRECTION	34.74
	J2 CLOUD SERVICES		PROBATION	34.74
	J2 CLOUD SERVICES		FINANCE-GENL	34.74
	J2 CLOUD SERVICES		UTIL ADMIN	34.74
	J2 CLOUD SERVICES		ENGR-GENL	34.74
	J2 CLOUD SERVICES		PERSONNEL ADMINISTRATION	34.74
	J2 CLOUD SERVICES		COMPUTER SERVICES	34.75
	J2 CLOUD SERVICES		COMPUTER SERVICES	38.04
	J2 CLOUD SERVICES		WATER DIST MAINS	38.05
	J2 CLOUD SERVICES		UTILITY BILLING	38.05
	J2 CLOUD SERVICES		CITY CLERK	38.05
	J2 CLOUD SERVICES		COMMUNITY DEVELOPMENT-GENL	38.05
	J2 CLOUD SERVICES		WASTE WATER TREATMENT PLNT	38.05
	J2 CLOUD SERVICES		WASTE WATER TREATMENT PLNT	38.05
	J2 CLOUD SERVICES		EXECUTIVE ADMIN	38.05
	J2 CLOUD SERVICES		POLICE ADMINISTRATION	38.05
	J2 CLOUD SERVICES		RECREATION SERVICES	38.05
	J2 CLOUD SERVICES		POLICE INVESTIGATION	38.05
	J2 CLOUD SERVICES		MUNICIPAL COURTS	38.05
	J2 CLOUD SERVICES		DETENTION & CORRECTION	38.05
	J2 CLOUD SERVICES		PROBATION	38.05
	J2 CLOUD SERVICES		FINANCE-GENL	38.05
	J2 CLOUD SERVICES		UTIL ADMIN	38.05
	J2 CLOUD SERVICES		ENGR-GENL	38.05
	J2 CLOUD SERVICES		PERSONNEL ADMINISTRATION	38.05
	J2 CLOUD SERVICES		OFFICE OPERATIONS	69.48
	J2 CLOUD SERVICES		OFFICE OPERATIONS	76.10
	J2 CLOUD SERVICES		MUNICIPAL COURTS	104.22
	J2 CLOUD SERVICES		MUNICIPAL COURTS	114.15
167390	KING, SHERRY JO	PROTEM SERVICE	MUNICIPAL COURTS	1,085.00

167391 DATE: 1/11/2024 LAKE STEVENS SCHOOL MITIGATION FEES JULY 2023 INVOICE LIST SCHOOL MITIGATION FEES 172,304.00
FOR INVOICES FROM 1/11/2024 TO 1/11/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	LAKE STEVENS SCHOOL	MITIGATION FEE - NOV 2023	SCHOOL MITIGATION FEES	251,394.00
	LAKE STEVENS SCHOOL	MITIGATION FEES - OCT 23	SCHOOL MITIGATION FEES	277,984.00
	LAKE STEVENS SCHOOL	MITIGATION FEES - DEC 23	SCHOOL MITIGATION FEES	338,667.00
	LAKE STEVENS SCHOOL	MITIGATION FEES - AUG 2023	SCHOOL MITIGATION FEES	343,020.00
	LAKE STEVENS SCHOOL	MITIGATION FEES - SEPT 2023	SCHOOL MITIGATION FEES	445,926.00
167392	LAKEWOOD SCHOOL DIST	MITIGATION FEES FOR JULY 2023	SCHOOL MITIGATION FEES	14,264.00
	LAKEWOOD SCHOOL DIST	MITIGATION FEES FOR SEPT 2023	SCHOOL MITIGATION FEES	17,830.00
167393	LANGUAGE EXCHANGE	INTERPRETER SERVICE	COURTS	674.00
167394	LESTER, TERI	MENTORING PROGRAM SUPPLIES	PERSONNEL ADMINISTRATION	21.88
167395	LINDBERG, JASON	WA STATE BOATERS SAFETY CARD	UTIL ADMIN	48.20
167396	LOOMIS	ARMORED TRUCK SERVICE	MUNICIPAL COURTS	85.32
	LOOMIS		POLICE ADMINISTRATION	85.33
	LOOMIS		COMMUNITY DEVELOPMENT-GENL	85.33
	LOOMIS		UTILITY BILLING	85.33
	LOOMIS		GOLF ADMINISTRATION	227.54
167397	MALLAHAN, MARK	MEAL REIMBURSEMENT	WATER DIST MAINS	16.46
167398	MARYSVILLE FIRE	EMERGENCY AID SERVICES	FIRE-EMS	18,150.54
167399	MARYSVILLE, CITY OF	1404 5TH ST	CITY HALL	25.52
	MARYSVILLE, CITY OF	60 STATE AVE	MAINT OF GENL PLANT	25.52
	MARYSVILLE, CITY OF	10118 STATE AVE	ROADWAY MAINTENANCE	66.56
	MARYSVILLE, CITY OF	1095 ALDER AVE	AFFORDABLE HOUSING ASSISTANCE	228.75
	MARYSVILLE, CITY OF	514 DELTA AVE RESTROOMS	PARK & RECREATION FAC	307.54
	MARYSVILLE, CITY OF	1094 CEDAR AVE - FIRE DISTRICT	NON-DEPARTMENTAL	599.23
167400	MCKETTA, TOSH	SUBMISSION FEE/EXAM FEE	GIS SERVICES IS	450.00
167401	MOUNTAIN MIST	WATER COOLER/BOTTLED WATER	WASTE WATER TREATMENT PLNT	14.86
	MOUNTAIN MIST		SOLID WASTE OPERATIONS	14.86
	MOUNTAIN MIST		SEWER MAIN COLLECTION	14.86
167402	NATIONAL BARRICADE	CONE RENTAL	POLICE PATROL	1,849.90
167403	NORTHSTAR CHEMICAL	STILLY TREATMENT PLANT	WATER FILTRATION PLANT	951.00
	NORTHSTAR CHEMICAL	EDWARD SPRINGS SITE	WATER QUAL TREATMENT	1,426.50
167404	PACIFIC TOPSOILS	WOOD CHIP DUMP - TREE TRIMMING	ROADSIDE VEGETATION	86.45
167405	PARAMETRIX	PROFESSIONAL SERVICE	SURFACE WATER CAPITAL PROJECT	11,589.69
167406	PETROCARD SYSTEMS	FUEL CONSUMED	UTIL ADMIN	44.99
	PETROCARD SYSTEMS		ENGR-GENL	50.45
	PETROCARD SYSTEMS		FACILITY MAINTENANCE	69.59
	PETROCARD SYSTEMS		STORM DRAINAGE	96.82
	PETROCARD SYSTEMS		DEVELOPMENT SERVICES	118.46
	PETROCARD SYSTEMS		EQUIPMENT RENTAL	301.86
	PETROCARD SYSTEMS		COMMUNITY DEVELOPMENT-GENL	321.83
	PETROCARD SYSTEMS		CUSTODIAL SERVICES	383.99
	PETROCARD SYSTEMS		PARK & RECREATION FAC	1,470.20
	PETROCARD SYSTEMS		GENERAL SERVICES - OVERHEAD	2,444.91
	PETROCARD SYSTEMS		MAINT OF EQUIPMENT	4,654.98
	PETROCARD SYSTEMS		SOLID WASTE OPERATIONS	9,189.30
	PETROCARD SYSTEMS		POLICE PATROL	9,680.22
167407	PGC INTERBAY LLC	REIMBURSEMENT FOR GOLF COURSE	MAINTENANCE	133.47
	PGC INTERBAY LLC		MAINTENANCE	142.49
	PGC INTERBAY LLC		PRO-SHOP	159.32
	PGC INTERBAY LLC		MAINTENANCE	194.44
	PGC INTERBAY LLC		PRO-SHOP	271.34
	PGC INTERBAY LLC		PRO-SHOP	465.00
	PGC INTERBAY LLC		MAINTENANCE	480.04
	PGC INTERBAY LLC		PRO-SHOP	486.42
	PGC INTERBAY LLC		GOLF COURSE	2,656.58
	PGC INTERBAY LLC		PRO-SHOP	3,974.84
	PGC INTERBAY LLC		MAINTENANCE	4,299.14
	PGC INTERBAY LLC		MAINTENANCE	5,442.65
167408	PLATT ELECTRIC	PARTS	GMA-PARKS	302.26
167409	PUD	14503 23 AVE NE DCU16511	METER READING	47.72
	PUD	514 DELTA AVE BATHROOM	PARK & RECREATION FAC	644.44
167410	PUMPTECH HOLDINGS	PAYMENT APP 1/RETAINAGE	WATER/SEWER OPERATION	-3,578.48
	PUMPTECH HOLDINGS		SOURCE OF SUPPLY	35,784.80
167411	PUSATERI, DEBBIE	REFUND - WEDDING DEPOSIT	GENERAL FUND	250.00
167412	RAILROAD MANAGEMENT	ANNUAL FEE - LICENSE #302075	UTIL ADMIN	379.14
167413	REECE TRUCKING	GRAVEL	GMA-PARKS	490.14
	REECE TRUCKING	STATE AVE CORRIDOR IMPROVEMENTS	GMA - STREET	445,111.33
167414	RH2 ENGINEERING INC	PROFESSIONAL SERVICE	WATER CAPITAL PROJECTS	2,516.62
	RH2 ENGINEERING INC		SEWER CAPITAL PROJECTS	4,882.37
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	7,144.95

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 1/11/2024 TO 1/11/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	11,139.29
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	14,448.40
	RH2 ENGINEERING INC		SEWER CAPITAL PROJECTS	17,802.32
	RH2 ENGINEERING INC		WATER CAPITAL PROJECTS	18,780.05
167415	SAFEWAY INC.	INMATE MEDICATION	DETENTION & CORRECTION	27.96
	SAFEWAY INC.	INMATE MEDICATION	DETENTION & CORRECTION	52.08
167416	SAFEWAY INC.	INMATE MEDICATION	DETENTION & CORRECTION	8.87
167417	SALVATION ARMY	GRANT REIMBURSEMENT	RENTAL ASSISTANCE PROGRAM	50,000.00
167418	SCOUGALE, PHILIP	WATER/SEWER CONSERVATION REBATE	UTIL ADMIN	50.00
167419	SKAGIT SHOOTING RANG	RANGE RENTAL FEE	POLICE TRAINING-FIREARMS	298.65
167420	SMITH, ROBB	MEAL REIMBURSEMENT	WATER DIST MAINS	31.94
167421	SNO CO PUBLIC WORKS	MARYSVILLE AID AGREEMENT	ROADWAY MAINTENANCE	800.59
167422	SNO CO TREASURER	CRIME VICTIM/WITNESS FUNDS	CRIME VICTIM	526.69
167423	SOUND SAFETY	UNIFORM - GUNN	UTIL ADMIN	291.54
167424	SPRINGBROOK NURSERY	TOPSOIL	PARK & RECREATION FAC	124.62
167425	ST, VINCENT DE PAUL	GRANT REIMBURSEMENT	RENTAL ASSISTANCE PROGRAM	30,000.00
167426	STRATEGIES 360	PROFESSIONAL SERVICE - DEC 2023	GENERAL SERVICES - OVERHEAD	1,050.00
	STRATEGIES 360		WASTE WATER TREATMENT PLNT	1,050.00
	STRATEGIES 360		UTIL ADMIN	1,400.00
167427	SUBURBAN PROPANE	PROPANE	PARK & RECREATION FAC	2,054.52
167428	SUNBELT RENTALS	LIGHT TOWER RENTAL	COMMUNITY EVENTS	507.52
167429	SUPERIOR RESTROOMS	RESTROOM RENTAL - DAMAGE CHARGE	PARK & RECREATION FAC	795.54
167430	TRANSUNION RISK & AL	INVESTIGATIVE TOOLS	POLICE INVESTIGATION	497.19
167431	VEGA AMERICAS, INC	VEGAMET 841, BRACKET	STORM DRAINAGE	2,303.45
	VEGA AMERICAS, INC	VEGAMET 841	WASTE WATER TREATMENT PLNT	4,912.18
167432	WA STATE TREASURER	PUBLIC SAFETY & BLDG REVENUE	INTERGOVERNMENTAL CUSTODIAL	683.50
	WA STATE TREASURER		GENERAL FUND	23,552.01
167433	WARD, DANIEL	TRAINING	POLICE INVESTIGATION	288.00
167434	WASTE MANAGEMENT	YARD/RECYCLING SERVICE DEC 2023	RECYCLING OPERATION	559,203.23
167435	WEBCHECK	WEBCHECK SERVICE DEC 2023	UTILITY BILLING	820.50
167436	ZIONS BANK	CUSTODIAN/SAFEKEEPING	FINANCE-GENL	470.00
	ZIONS BANK		UTIL ADMIN	470.00
167437	ZIPLY FIBER	FRONTIER POTS LINES	POLICE ADMINISTRATION	46.64
	ZIPLY FIBER		POLICE PATROL	46.64
	ZIPLY FIBER		COMMUNICATION CENTER	46.64
	ZIPLY FIBER		UTILITY BILLING	46.64
	ZIPLY FIBER		GENERAL SERVICES - OVERHEAD	46.64
	ZIPLY FIBER		GOLF ADMINISTRATION	46.64
	ZIPLY FIBER		COMMUNITY DEVELOPMENT-GENL	93.29
	ZIPLY FIBER		DETENTION & CORRECTION	93.29
	ZIPLY FIBER		OFFICE OPERATIONS	93.29
	ZIPLY FIBER		GOLF ADMINISTRATION	93.29
	ZIPLY FIBER		CITY HALL	139.97
	ZIPLY FIBER		RECREATION SERVICES	186.58
	ZIPLY FIBER		WASTE WATER TREATMENT PLNT	233.22
	ZIPLY FIBER		UTIL ADMIN	233.22
WARRANT TOTAL:				8,039,941.08

REASON FOR VOIDS:
INITIATOR ERROR
CHECK LOST/DAMAGED
UNCLAIMED PROPERTY

WARRANT TOTAL: 8,039,941.08



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 22, 2024

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: January 3, 2024 Claims in the Amount of \$28,883.98 Paid by EFT Transactions and Check Numbers 167306 through 167314

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[010324.rtf](#)

DATE: 1/4/2024
TIME: 1:34:28PM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 1/3/2024 TO 1/3/2024

PAGE: 1

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
167306	LICENSING, DEPT OF	DRIVING ABSTRACT - OLHAVA	PERSONNEL ADMINISTRATION	15.00
167307	ALLIANT INSURANCE	2024 CRIME POLICY RENEWAL	RISK MANAGEMENT	3,490.40
167308	COMCAST	ACCT #8498310021752089	COMPUTER SERVICES	599.71
167309	DRONESENSE, INC.	SUBSCRIPTION	POLICE PATROL	1,859.80
167310	LEXIPOL LLC	POLICY MANAGEMENT	POLICE ADMINISTRATION	5,907.62
167311	PUBLIC FINANCE	LID 71 ADMINISTRATION 1ST QTR 2024	INTEREST & OTHER DEBT	938.35
167312	PUD	ACCT #201046380	PARK & RECREATION FAC	24.18
	PUD	ACCT #204933311	PUMPING PLANT	24.41
	PUD	ACCT #201610185	TRANSPORTATION	39.38
	PUD	ACCT #202178158	SEWER LIFT STATION	43.53
	PUD	ACCT #202368536	TRANSPORTATION	50.31
	PUD	ACCT #202140489	TRANSPORTATION	56.01
	PUD	ACCT #202102190	TRANSPORTATION	61.40
	PUD	ACCT #200827277	TRANSPORTATION	69.76
	PUD	ACCT #220792733	STREET LIGHTING	78.93
	PUD	ACCT #202143111	TRANSPORTATION	88.38
	PUD	ACCT #202557450	STREET LIGHTING	90.03
	PUD	ACCT #220298624	STREET LIGHTING	95.71
	PUD	ACCT #203231006	TRANSPORTATION	119.98
	PUD	ACCT #201670890	TRANSPORTATION	123.48
	PUD	ACCT #222871949	PARK & RECREATION FAC	135.10
	PUD	ACCT #202490637	SEWER LIFT STATION	150.84
	PUD	ACCT #202294336	STREET LIGHTING	155.85
	PUD	ACCT #202689105	WASTE WATER TREATMENT	159.35
	PUD	ACCT #202572327	STREET LIGHTING	160.85
	PUD	ACCT #220838882	TRAFFIC CONTROL DEVICES	202.91
	PUD	ACCT #202030078	TRANSPORTATION	203.95
	PUD	ACCT #202463543	SEWER LIFT STATION	208.49
	PUD	ACCT #220731285	STREET LIGHTING	223.42
	PUD	ACCT #221100092	GMA - STREET	284.57
	PUD	ACCT #202689287	WASTE WATER TREATMENT	1,086.66
167313	TYLER TECHNOLOGIES	SOCRATA OPEN FINANCE	FINANCE-GENL	11,516.31
167314	ZIPLY FIBER	ACCT #3606512517	STREET LIGHTING	61.61
	ZIPLY FIBER	ACCT #3606596212	MAINT OF GENL PLANT	82.47
	ZIPLY FIBER	ACCT# 3606515087	PARK & RECREATION FAC	98.69
	ZIPLY FIBER	ACCT #3606519123	WATER FILTRATION PLANT	124.24
	ZIPLY FIBER	ACCT #3606594398	PUBLIC SAFETY BLDG	124.90
	ZIPLY FIBER	ACCT #3606534028	CITY HALL	127.40

WARRANT TOTAL: 28,883.98

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$28,883.98



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 22, 2024

SUBMITTED BY: Senior Accounting Technician Shannon Early, Finance

ITEM TYPE: Payroll

AGENDA SECTION: **Consent**

SUBJECT: January 10, 2024 Payroll in the Amount of \$1,889,761.01 Paid by EFT Transactions and Check Numbers 35134 through 35141

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 22, 2024

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: January 10, 2024 Claims in the Amount of \$459,815.86 Paid by EFT Transactions and Check Numbers 167315 through 167344

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

[011024.rtf](#)

CITY OF MARYSVILLE
INVOICE LIST

FOR INVOICES FROM 1/10/2024 TO 1/10/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
167315	CHICAGO TITLE INSURANCE	LAND SWAP WITH TRIBE	CAPITAL EXPENDITURES	205,284.45
167316	GUILD MORTGAGE	88TH CORRIDOR PROJECT	GMA - STREET	27,100.00
167317	911 SUPPLY INC.	UNIFORM - KINSEY	POLICE PATROL	1,952.98
	911 SUPPLY INC.	UNIFORM - WOOD	POLICE PATROL	1,952.98
	911 SUPPLY INC.	UNIFORM - AKERS	POLICE PATROL	1,959.36
167318	ARLINGTON, CITY OF	ACCT #700033.31	WATER FILTRATION PLANT	37.80
167319	BRANDSNESS, DIANE M	UTILITY REFUND	WATER/SEWER OPERATION	58.29
167320	CELLEBRITE USA, INC.	SUBSCRIPTION RENEWAL	POLICE INVESTIGATION	12,619.29
167321	CNR INC.	MAINTENANCE CONTRACT	COMPUTER SERVICES	1,365.78
167322	CORE STRENGTHS	ADMINISTRATIVE TOOLS	POLICE ADMINISTRATION	5,700.00
167323	DEGRAW, DIANA	UTILITY REFUND	WATER/SEWER OPERATION	150.11
167324	FASTER ASSET SOLUTION	ANNUAL SERVICE FOR 2024	EQUIPMENT RENTAL	10,986.52
167325	FBI/LEEDA	TRAINING REGISTRATION	POLICE TRAINING-FIREARMS	795.00
167326	GREENLEAF, DAVID	UTILITY REFUND	WATER/SEWER OPERATION	52.64
167327	GUARDIAN RFID	JAIL SUPPLIES	GENERAL FUND	-136.77
	GUARDIAN RFID		DETENTION & CORRECTION	1,591.77
167328	KBHPNW LLC	UTILITY REFUND	WATER/SEWER OPERATION	449.14
167329	LEIRA	DUES - MOSALSKY	POLICE INVESTIGATION	50.00
	LEIRA	DUES - ORSBORN	OFFICE OPERATIONS	50.00
	LEIRA	DUES - SOLOMON-KATZER	OFFICE OPERATIONS	50.00
167330	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	POLICE PATROL	91.71
167331	MARYSVILLE, CITY OF	3RD ST & STATE AVE	PARK & RECREATION FAC	25.52
	MARYSVILLE, CITY OF	1049 STATE AVE	CITY HALL	81.02
	MARYSVILLE, CITY OF	316 CEDAR AVE	STORM DRAINAGE	120.66
	MARYSVILLE, CITY OF	1019 CEDAR AVE	PARK & RECREATION FAC	122.03
	MARYSVILLE, CITY OF	1221 3 ST	OPERA HOUSE	122.03
	MARYSVILLE, CITY OF	514 DELTA AVE	CITY HALL	127.62
	MARYSVILLE, CITY OF	1050 COLUMBIA AVE	PARK & RECREATION FAC	133.44
	MARYSVILLE, CITY OF	1049 STATE AVE	CITY HALL	222.76
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	MAINT OF GENL PLANT	222.76
	MARYSVILLE, CITY OF	61 STATE AVE	PARK & RECREATION FAC	228.24
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	ROADWAY MAINTENANCE	243.80
	MARYSVILLE, CITY OF		EQUIPMENT RENTAL	477.75
	MARYSVILLE, CITY OF	1015 STATE AVE	COURT FACILITIES	751.86
	MARYSVILLE, CITY OF	1225 3 ST	OPERA HOUSE	768.30
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	WASTE WATER TREATMENT	1,260.93
	MARYSVILLE, CITY OF	501 DELTA AVE	CITY HALL	2,041.27
	MARYSVILLE, CITY OF	514 DELTA AVE	PUBLIC SAFETY BLDG	2,130.01
	MARYSVILLE, CITY OF	80 COLUMBIA AVE	WASTE WATER TREATMENT	2,200.97
	MARYSVILLE, CITY OF		MAINT OF GENL PLANT	3,148.90
167332	MORALES, TERESITA B	UTILITY REFUND	GARBAGE	225.27
167333	NGUYEN, RANG		WATER/SEWER OPERATION	481.38
167334	PETERSON, KAITLYN		WATER/SEWER OPERATION	210.93
167335	PIERCE, JESSE		WATER/SEWER OPERATION	583.01
167336	POSTAL SERVICE	POSTAGE-CITY NEWSLETTER	NON-DEPARTMENTAL	5,700.00
167337	POWERDMS, INC.	ADMINISTRATIVE TOOLS	POLICE PATROL	14,131.69
167338	PREMIER GOLF CENTERS	MANAGEMENT SERVICE - GOLF	GOLF ADMINISTRATION	10,688.96
167339	PUD	ACCT #205283641	STREET LIGHTING	8.90
	PUD	ACCT #205026479	STREET LIGHTING	12.21
	PUD		STREET LIGHTING	19.10
	PUD	ACCT #204584361	STREET LIGHTING	19.23
	PUD	ACCT #200998532	PARK & RECREATION FAC	22.05
	PUD	ACCT #202177861	PUMPING PLANT	23.29
	PUD	ACCT #204584361	STREET LIGHTING	25.50
	PUD	ACCT #202791166	PUMPING PLANT	30.16

DATE: 1/10/2024
TIME: 12:00:05PM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 1/10/2024 TO 1/10/2024

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
	PUD	ACCT #201380995	PUMPING PLANT	49.10
	PUD	ACCT #220153100	TRANSPORTATION	56.65
	PUD	ACCT #200800704	STREET LIGHTING	64.45
	PUD	ACCT #202183679	TRANSPORTATION	66.75
	PUD	ACCT #220339238	TRAFFIC CONTROL DEVICES	71.23
	PUD	ACCT #200869303	TRANSPORTATION	75.87
	PUD	ACCT #202220760	GOLF ADMINISTRATION	80.55
	PUD	ACCT #222592917	PARK & RECREATION FAC	89.52
	PUD	ACCT #201931193	PARK & RECREATION FAC	107.77
	PUD	ACCT #202576112	STREET LIGHTING	134.18
	PUD	ACCT #202368197	PUMPING PLANT	169.18
	PUD	ACCT #203344585	STREET LIGHTING	214.31
	PUD	ACCT #200084150	TRANSPORTATION	233.46
	PUD	ACCT #200812808	PUMPING PLANT	331.62
	PUD	ACCT #202461554	SEWER LIFT STATION	637.58
	PUD	ACCT #201639630	GOLF ADMINISTRATION	1,060.92
	PUD	ACCT #201098969	PUMPING PLANT	1,186.30
	PUD	ACCT #202604203	STREET LIGHTING	1,849.84
	PUD	ACCT #201147253	PUMPING PLANT	2,429.80
	PUD	ACCT #202576112	STREET LIGHTING	2,549.45
	PUD	ACCT #202604203	STREET LIGHTING	2,774.78
	PUD	ACCT #201577921	PUMPING PLANT	5,859.23
	PUD	ACCT #202882098	STREET LIGHTING	9,457.49
	PUD		STREET LIGHTING	14,792.50
167340	REED, RODNEY K	UTILITY REFUND	WATER/SEWER OPERATION	70.50
167341	SNOHOMISH CO 911	DISPATCH	COMMUNICATION CENTER	95,504.21
167342	TOLLIVER, GLEE	REIMBURSEMENT CLAIM	RISK MANAGEMENT	582.82
167343	ZIPLY FIBER	ACCT #3606517319	TRAFFIC CONTROL DEVICES	66.28
	ZIPLY FIBER	ACCT #3606534741	WASTE WATER TREATMENT	66.30
	ZIPLY FIBER	ACCT #3606577075	POLICE PATROL	68.00
	ZIPLY FIBER	ACCT #3606583358	POLICE PATROL	68.32
	ZIPLY FIBER	ACCT #4253359912	SUNNYSIDE FILTRATION	75.87
	ZIPLY FIBER	ACCT #3606537208	OPERA HOUSE	86.99
167344	ZOLLER, RP	UTILITY REFUND	WATER/SEWER OPERATION	110.95

WARRANT TOTAL: 459,815.86

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: \$459,815.86



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 22, 2024

SUBMITTED BY: Accounting Technician Shauna Crane, Finance

ITEM TYPE: Claims

AGENDA SECTION: **Consent**

SUBJECT: January 17, 2024 Claims in the Amount of \$366,583.24 Paid by EFT Transactions and Check Numbers 167438 through 167505

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:
[011724.rtf](#)

DATE: 1/18/2024
TIME: 8:43:14AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 1/17/2024 TO 1/17/2024

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<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
167438	RAE BOYD, APRN, BC	CONTRACT NURSE VISITIS	DETENTION & CORRECTION	52,450.00
167439	REVENUE, DEPT OF	4TH QTR LEASEHOLD TAX 2023	NON-DEPARTMENTAL	-0.02
	REVENUE, DEPT OF		GOLF ADMINISTRATION	-0.01
	REVENUE, DEPT OF		GENERAL FUND	1,131.78
	REVENUE, DEPT OF		GOLF COURSE	2,186.82
167440	PREMERA BLUE CROSS	CLAIMS 12/24 TO 12/31/23	MEDICAL CLAIMS	93,515.43
167441	LICENSING, DEPT OF	DRIVING ABSTRACT - GRANROTH	PERSONNEL ADMINISTRATION	15.00
167442	LICENSING, DEPT OF	DRIVING ABSTRACT - GRANT	PERSONNEL ADMINISTRATION	15.00
167443	911 SUPPLY INC.	UNIFORMS STRIPES	POLICE PATROL	14.17
	911 SUPPLY INC.	UNIFORMS - WALTERS	POLICE PATROL	56.52
	911 SUPPLY INC.	UNIFORMS - AKERS	POLICE PATROL	82.06
	911 SUPPLY INC.	UNIFORMS - GOOLSBY	POLICE INVESTIGATION	92.91
	911 SUPPLY INC.	UNIFORMS - WALTERS	POLICE PATROL	129.06
	911 SUPPLY INC.	UNIFORMS - DEPT ISSUE	POLICE PATROL	181.21
	911 SUPPLY INC.	UNIFORMS - WALTERS	POLICE PATROL	214.05
	911 SUPPLY INC.		POLICE PATROL	750.25
167444	ALEXANDER PRINTING	PRINT SERVICE	POLICE PATROL	78.45
	ALEXANDER PRINTING	BUSINESS CARDS	POLICE PATROL	90.69
	ALEXANDER PRINTING	ENVELOPES	MUNICIPAL COURTS	1,031.98
167445	ANDERSON, JAY & KIM	UTILITY REFUND	WATER/SEWER OPERATION	173.19
167446	ARAMARK UNIFORM	LINEN SERVICE	OPERA HOUSE	207.50
167447	ARCHIVE SOCIAL	SOCIAL MEDIA ARCHIVING RENEWAL	COMPUTER SERVICES	10,489.27
167448	ASCAP	MUSIC LICENSE 2024	RECREATION SERVICES	867.00
167449	ASSN OF WA CITIES	2024 CONSORTIUM MEMBERSHIP	PERSONNEL ADMINISTRATION	4,160.00
167450	ASTOUND BUSINESS	MAINTENANCE, LEASE, INTERNET SERVICE	WATER QUAL TREATMENT	111.30
	ASTOUND BUSINESS		CENTRAL SERVICES	513.71
	ASTOUND BUSINESS		COMPUTER SERVICES	2,085.73
167451	BEVERLY, TIFFANY	UTILITY REFUND	GARBAGE	290.00
167452	BICKFORD FORD	BRAKE KIT, PAD, ROTOR ASSEMBLY	ER&R	1,416.89
167453	BRYANT, KIM	HOLIDAY LUNCH	OVERHEAD	315.00
167454	CITIES DIGITAL, INC.	ADDITIONAL LICENSES & MAINTENANCE	COMPUTER SERVICES	85,113.43
167455	COASTAL FARM & HOME	UNIFORM - AUSTIN AKAU	UTIL ADMIN	78.75
	COASTAL FARM & HOME	UNIFORM - AUSTIN AKAU	UTIL ADMIN	210.03
	COASTAL FARM & HOME	UNIFORM - NEWMAN	UTIL ADMIN	328.16
167456	COOP SUPPLY	POLY SCOOP	PARK & RECREATION FAC	96.25
167457	CORONADO, SILVINO	UTILITY REFUND	WATER/SEWER OPERATION	530.77
167458	CRAIN, JASON	APPRECIATION LUNCH	OVERHEAD	461.47
167459	DAILY JOURNAL OF COM	STATE AVE CORRIDOR ADVERTISING	GMA - STREET	595.20
167460	DMCJA	DMCJA MEMBERSHIP	MUNICIPAL COURTS	2,400.00
167461	EAGLE FENCE	FENCE REPAIR AT GOLF	MAINTENANCE	1,088.53
167462	EHRlich, KELSEY	UTILITY REFUND	WATER/SEWER OPERATION	253.89
167463	ERKE, GREG & ROBIN		GARBAGE	273.89
167464	FERRARO, TABITHA	WORK BOOTS	SOLID WASTE OPERATIONS	152.07
167465	GIBSON, HAL	SPEAKERS SERIES	OPERA HOUSE	100.00
167466	GREENSHIELDS IND.	FLARES, SUPPLIES	POLICE PATROL	586.87
167467	GRIFFIS, CHELSEA	REFUND: PITCH PERFECT DEVELOPMENT	PARKS-RECREATION	87.00
167468	HOME DEPOT USA	CUSTODIAL SUPPLIES	CUSTODIAL SERVICES	91.61
167469	HUSHAGAN, KRYSTLE	UTILITY REFUND	WATER/SEWER OPERATION	276.04
167470	J&R NELSON, FLT	UTILITY REFUND	WATER/SEWER OPERATION	139.53
167471	J&R NELSON, FLT	UTILITY REFUND	WATER/SEWER OPERATION	93.38
167472	JACKSON, BRITTA	REFUND: WEDDING SHOW	PARKS-RECREATION	50.00
167473	JACKSON, JOEL		PARKS-RECREATION	50.00
167474	KAISER PERMANENTE	AUDIOLOGY EXAM	POLICE PATROL	440.00
167475	KBHPNW LLC	UTILITY REFUND	WATER/SEWER OPERATION	438.64
167476	KEOLKER, KERRY	UTILITY REFUND	WATER/SEWER OPERATION	50.55
167477	LASTING IMPRESSIONS	FAMILY ACADEMY SUPPLIES	POLICE PATROL	210.00

**CITY OF MARYSVILLE
INVOICE LIST**

FOR INVOICES FROM 1/17/2024 TO 1/17/2024

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
167478	LINDBERG, JASON	TRAINING	UTIL ADMIN	238.05
167479	MARYSVILLE FOOD BANK	CDBG-COVID 19 COOLER UPGRADE	COMMUNITY	15,927.67
167480	METCALFE, CHRISTINE	REFUND: WEDDING SHOW	PARKS-RECREATION	50.00
167481	NCSI	BACKGROUND SCREENING	PERSONNEL ADMINISTRATION	37.00
	NCSI		PERSONNEL ADMINISTRATION	129.50
167482	OMIGA SOLUTIONS LLC	OCOURT EDOCS	PROBATION	2,000.00
167483	PGC INTERBAY LLC	REIMBURSEMENT - GOLF COURSE	PRO-SHOP	172.03
	PGC INTERBAY LLC		PRO-SHOP	1,109.00
167484	POOLEY, ANNETTE	REFUND: SENIORS LINE DANCING	PARKS-RECREATION	20.00
167485	POSTAL SERVICE	POSTAGE	GENL GVRNMNT SERVICES	13,000.00
167486	POSTAL SERVICE	2024 RENEWAL FEE PERMIT #80	RECREATION SERVICES	290.00
167487	POSTAL SERVICE	POSTAGE	COMPUTER SERVICES	26.91
	POSTAL SERVICE		EXECUTIVE ADMIN	33.09
	POSTAL SERVICE		PARK & RECREATION FAC	60.14
	POSTAL SERVICE		PERSONNEL ADMINISTRATION	81.06
	POSTAL SERVICE		COMMUNITY	84.38
	POSTAL SERVICE		LEGAL-GENL	132.29
	POSTAL SERVICE		UTIL ADMIN	395.63
	POSTAL SERVICE		UTILITY BILLING	557.59
	POSTAL SERVICE		FINANCE-GENL	776.95
	POSTAL SERVICE		MUNICIPAL COURTS	1,851.96
167488	POWERDMS, INC	POWER DMS RENEWAL	POLICE ADMINISTRATION	3,705.05
167489	PUD	ACCT #201142098	PARK & RECREATION FAC	8.99
	PUD	ACCT #201346665	SEWER LIFT STATION	25.99
	PUD	ACCT #204262620	TRAFFIC CONTROL DEVICES	25.99
	PUD	ACCT #204259469	TRAFFIC CONTROL DEVICES	26.77
	PUD	ACCT #204260343	TRAFFIC CONTROL DEVICES	26.77
	PUD	ACCT #205481823	GOLF ADMINISTRATION	26.77
	PUD	ACCT #200973956	SEWER LIFT STATION	28.67
	PUD	ACCT #221303498	STREET LIGHTING	39.47
	PUD	ACCT #201142155	TRANSPORTATION	43.40
	PUD	ACCT #222664310	TRANSPORTATION	44.44
	PUD	ACCT #200448801	TRANSPORTATION	56.64
	PUD	ACCT #202294245	SEWER LIFT STATION	60.30
	PUD	ACCT #203500020	STREET LIGHTING	62.96
	PUD	ACCT #204829691	STREET LIGHTING	70.13
	PUD	ACCT #200660439	STREET LIGHTING	76.51
	PUD	ACCT #221115934	MAINT OF GENL PLANT	83.75
	PUD	ACCT #204879134	TRAFFIC CONTROL DEVICES	88.51
	PUD	ACCT #203996343	STREET LIGHTING	91.07
	PUD	ACCT #222664740	TRANSPORTATION	100.90
	PUD	ACCT #221610405	STREET LIGHTING	109.60
	PUD	ACCT #201909637	SEWER LIFT STATION	116.96
	PUD	ACCT #222663973	TRANSPORTATION	149.90
	PUD	ACCT #203291216	GENERAL	175.78
	PUD	ACCT #201628880	WASTE WATER TREATMENT	205.61
	PUD	ACCT #220020531	STREET LIGHTING	226.31
	PUD	ACCT #201675634	WASTE WATER TREATMENT	412.61
	PUD	ACCT #200164598	SOURCE OF SUPPLY	412.66
	PUD	ACCT #201587284	WASTE WATER TREATMENT	820.85
	PUD	ACCT #202177333	MAINT OF GENL PLANT	835.97
	PUD	ACCT #201420635	WASTE WATER TREATMENT	14,613.81
	PUD	ACCT #201721180	WASTE WATER TREATMENT	26,874.71
167490	PUGET SOUND ENERGY	ACCT #220002768939	PUBLIC SAFETY BLDG	5.01

DATE: 1/18/2024
TIME: 8:43:14AM

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 1/17/2024 TO 1/17/2024

PAGE: 3

<u>CHK #</u>	<u>VENDOR</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ITEM AMOUNT</u>
167490	PUGET SOUND ENERGY	ACCT #220026412746	CITY HALL	17.44
	PUGET SOUND ENERGY	ACCT #200007052364	MAINT OF GENL PLANT	18.55
	PUGET SOUND ENERGY	ACCT #200023493808	ADMIN FACILITIES	287.70
	PUGET SOUND ENERGY	ACCT #220009207345	OPERA HOUSE	424.32
	PUGET SOUND ENERGY	ACCT #200004804056	COURT FACILITIES	501.72
	PUGET SOUND ENERGY	ACCT #220026419946	PUBLIC SAFETY BLDG	1,477.15
	PUGET SOUND ENERGY	ACCT #200013812314	MAINT OF GENL PLANT	2,100.06
167491	ROBERS, DONNA	REFUND - SENIORS	PARKS-RECREATION	40.00
167492	SADLER, JESSEKA	UTILITY REFUND	WATER/SEWER OPERATION	109.28
167493	SANDHOFER, PJ	UTILITY REFUND	GARBAGE	558.36
167494	SESAC	MUSIC LICENSE FOR 2024	RECREATION SERVICES	1,888.00
167495	SMITH, BRAD	TRAINING, CERTIFICATION	POLICE PATROL	407.00
167496	SMITH, ELIZABETH	REFUND: BOYS SOCCER	PARKS-RECREATION	80.00
167497	SOUND SAFETY	GLOVES, SUPPLIES	POLICE PATROL	271.09
167498	STAPLES	OFFICE SUPPLIES	RECREATION SERVICES	199.88
	STAPLES	TONER CARTRIDGES	MUNICIPAL COURTS	228.32
167499	THOMSON REUTERS	SUBSCRIPTION PRODUCT CHARGES	LEGAL-GENL	469.96
	THOMSON REUTERS		LEGAL - PROSECUTION	469.97
167500	TRINITY EVANGEL CHUR	TEMPORARY CONSTRUCTION EASEMENT	GMA - STREET	2,100.00
167501	WARD, MICHAEL	UTILITY REFUND	WATER/SEWER OPERATION	380.89
167502	WHISTLE WORKWEAR	UNIFORM - THOMAS	UTIL ADMIN	168.11
	WHISTLE WORKWEAR	UNIFORM - THOMAS	UTIL ADMIN	202.75
167503	WILLIAMS, JILL	UTILITY REFUND	WATER/SEWER OPERATION	18.16
167504	ZIPLY FIBER	ACCT #3606585292	PERSONNEL ADMINISTRATION	32.20
	ZIPLY FIBER		MUNICIPAL COURTS	114.15
	ZIPLY FIBER	ACCT #3606575532	OPERA HOUSE	170.09
	ZIPLY FIBER	ACCT #3606597159	COMPUTER SERVICES	243.70
167505	ZIPLY FIBER	ACCT #3606594037	CITY HALL	117.23

WARRANT TOTAL: 366,583.24

REASON FOR VOIDS:

INITIATOR ERROR

CHECK LOST/DAMAGED

UNCLAIMED PROPERTY

WARRANT TOTAL: **\$366,583.24**



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	January 22, 2024
SUBMITTED BY:	Grant Coordinator Kari Chennault, Executive
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Simple Possession Advocacy and Representation (SPAR) Program Funding Agreement
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to sign and execute the SPAR Program Funding Agreement in the amount of \$175,000.
SUMMARY:	City staff have been notified by the Washington State Office of Public Defense of the receipt of a grant to reimburse the city for the cost of providing defense counsel consultation and representation for defendants facing charges or charged with simple possession or public use offenses under RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014, or RCW 69.41.030(1), or under local ordinances involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drugs, consistent with Second Engrossed Second Substitute Senate Bill 5536, Chapter 1, sec. 35, sec. 39, <i>Laws of 2023</i>. The city will pay the defense services and then seek reimbursement through the Agreement up to \$175,000.

ATTACHMENTS:

[updated_City of Marysville SPAR Agreement GRT24062.pdf](#)

A. FACE SHEET

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

1. Recipient City of Marysville 501 Delta Ave Marysville, WA 98270	2. Recipient Representative Jon Nehring City Mayor City of Marysville 501 Delta Ave Marysville, WA 98270
3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. OPD Representative Grace O'Connor Supervising Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. Agreement Amount \$175,000.00	6. Agreement Period January 1, 2024 through June 30, 2024
7. Purpose The purpose of this Agreement is to provide reimbursement to counties for the cost of providing defense counsel Consultation and Representation for defendants facing charges or charged with simple possession or public use offenses under RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014, or RCW 69.41.030(1), or under local ordinances involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drugs, consistent with Second Engrossed Second Substitute Senate Bill 5536, Chapter 1, sec. 35, sec. 39, <i>Laws of 2023</i> .	
8. Acknowledgement, Incorporation by Reference, and Execution The Office of Public Defense (OPD) and Recipient, as defined above, acknowledge and accept the terms of this Agreement and attachments and execute this Agreement as of the date the last signatory signed. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Special Terms and Conditions, and General Terms and Conditions.	
FOR RECIPIENT Name, Title Date	FOR OPD Grace O'Connor, Supervising Attorney Date

B. SPECIAL TERMS AND CONDITIONS

1. AGREEMENT MANAGEMENT

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

2. REIMBURSEMENT

- a) Subject to Exhibit B, Section 4, OPD shall reimburse for authorized expenses as identified in Exhibit B, Section 7, Authorized Reimbursable Expenses.

3. ALLOCATED MAXIMUM REIMBURSEMENT AMOUNT

- a) The maximum amount Recipient may be reimbursed for authorized expenses shall not exceed \$175,000.00.
- b) Subject to the availability of funds, and upon mutual agreement, Recipient and OPD may amend this Agreement in writing to increase the allocated maximum reimbursement amount.

4. TERMS OF REIMBURSEMENT

- a) OPD will reimburse Recipient upon acceptance of expenses and receipt of properly completed invoices. Recipient shall submit invoices to the Representative for OPD monthly, and subject to the invoicing schedule included in Section 4.h. of this agreement.
- b) An invoice form will be provided to Recipient by OPD. Recipient shall provide sufficient documentation accompanying the invoice to prove, to OPD's satisfaction, the costs incurred by Recipient and to allow OPD to determine that the costs were for Authorized Reimbursable Expenses. Sufficient documentation will include a description of the work performed, including case numbers, during the time period. Sufficient documentation demonstrating costs incurred by Recipient may include, but is not limited to, salary pay stubs or invoices for contracted services. OPD reserves the right to amend the invoice form at any time.
- c) Payment will be considered timely if made by OPD within 30 calendar days after receipt of properly completed invoices. OPD shall send payment to the address designated by Recipient and associated with Recipient's Statewide Vendor Number SWV0000432-00.
- d) OPD may, in its sole discretion, terminate this Agreement or withhold payments claimed by Recipient for services rendered if Recipient fails to satisfactorily comply with any term or condition of this Agreement.
- e) OPD shall not make any payments in advance or in anticipation of services or supplies to be provided under this Agreement.
- f) Recipient agrees to report whether it will be unable to spend any allocated maximum reimbursement amount during the Agreement Period, or if Recipient anticipates a need to

increase the allocated maximum reimbursement amount. Any request to increase the allocated maximum amount will be subject to Section 3(b) of this Exhibit. OPD reserves the right to reallocate funds to other jurisdictions that Recipient reports as unable to be spent.

- g) Reimbursable expenses must be incurred between August 15, 2023 and June 30, 2024. Recipient shall bear the cost of and ensure continued Consultation and Representation for all individuals who are being represented by Recipient's attorneys on Qualifying Cases when the agreement period ends.
- h) OPD's fiscal year runs from July 1 to June 30 of each year, and OPD is unable to pay expenses from a previous fiscal year with the following fiscal year's budget. Accordingly, Recipient must submit invoices for costs incurred between August 15, 2023 and June 30, 2024, by August 1, 2024.

5. **DUPLICATION OF BILLED COSTS**

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

6. **DISALLOWED COSTS**

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

7. **AUTHORIZED REIMBURSABLE EXPENSES**

- a. Recipient is authorized to seek reimbursement for the following costs, subject to the provisions in Exhibit B, Section 2 and Section 4:
 - 1. Compensation for attorney Representation on Qualifying Cases;
 - 2. Compensation for attorney Consultation on Qualifying Cases;
 - 3. Support staff time devoted to assisting and supporting attorney Representation and Consultation on Qualifying Cases;
 - 4. Investigation costs associated with Qualifying Cases;
 - 5. Expert services where the scope of the expert's expertise is related to a Qualifying Charge.
 - 6. Compensation for attorney Representation on an appeal undertaken according to the Rules for Appeal of Decisions of Courts of Limited Jurisdiction (RALJ) pertaining to an issue arising from a Qualifying Charge.

8. **OVERSIGHT**

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

9. **DEFINITIONS**

- a. "Alternatives to Prosecution" means an opportunity to depart from the traditional criminal case process of charge to plea of guilty, or conviction or acquittal at trial. Examples include, but are not limited to, stipulated continuances, deferrals, Therapeutic courts, Specialty courts, or Pre-file or Pre-trial diversion programs.

- b. "Consultation" means advising indigent individuals on Pre-File or Pre-Trial Diversion options where the individual is facing a Qualifying Charge. Consultation also means advising indigent individuals, who face or faced Qualifying Charges, during the pendency of pre-trial Diversion.
- c. "Diversion" means an opportunity for an individual facing Qualifying Charges to depart from the criminal legal system, with the understanding that the individual will not be arrested, or that a charge the individual may be facing will either be dismissed or reduced.
- d. "Pre-File Diversion" means an opportunity for an individual facing Qualifying Charges to depart from the criminal legal system, initiated by either law enforcement or the prosecutor, that takes place before charges are filed against the individual. A Pre-File Diversion may be, but need not be, organized under RCW 69.50.4011(3)(c), 69.50.4013(2)(c), 69.50.4014(2), or 69.41.030(2)(e).
- e. "Pre-Trial Diversion" means an opportunity for a defendant charged with Qualifying Charges to depart from the criminal legal system after charges are filed against a defendant but before a plea is entered, or before proceeding to trial. A Pre-Trial Diversion may be, but need not be, organized under RCW 69.50.4017.
- f. "Qualifying Charge" means pending charges of or charges of violations of RCW 69.50.4011(1)(b) or (c); 69.50.4013; 69.50.4014; 69.41.030(2), (b), or (c); or pending charges of or charges of offenses under local ordinances involving allegations of possession or public use of a controlled substance; counterfeit substance; or legend drug.
- g. "Qualifying Case" means a proceeding filed against an indigent defendant in a court of limited jurisdiction in which at least one of the charges filed, either originally or as amended, is a Qualifying Charge, even if later dismissed.
- h. "Representation" means appointment to represent indigent defendants in courts of limited jurisdiction on Qualifying Cases, including in therapeutic or specialty courts. Representation also means appointment on motions to terminate defendants from Pre-File Diversion programs, Specialty or Therapeutic courts, or other programs that offer Alternatives to Prosecution.
- i. "Specialty or Therapeutic Court" means a court utilizing a program or programs structured to achieve both a reduction in recidivism and an increase in the likelihood of rehabilitation, or to reduce address substance use disorder or mental health conditions in defendants through continuous and judicially supervised treatment and the appropriate use of services, sanctions, and incentives.

10. **ORDER OF PRECEDENCE**

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

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

C. GENERAL TERMS AND CONDITIONS

1. ALL WRITINGS CONTAINED HEREIN

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

2. AMENDMENTS

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

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

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

4. ASSIGNMENT

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

5. ATTORNEY'S FEES

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

6. CONFORMANCE

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

7. ETHICS/CONFLICTS OF INTEREST

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

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LAWS

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

11. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

12. RECAPTURE

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

13. RECORDS MAINTENANCE

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

14. **RIGHT OF INSPECTION**

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

15. **SEVERABILITY**

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

16. **WAIVER**

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



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:	January 22, 2024
SUBMITTED BY:	Transportation and Parks Maintenance Manager Jesse Birchman, Public Works
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Software Subscription Agreement Extension – Aktivov LLC
SUGGESTED ACTION:	<u>Recommended Motion:</u> I move to authorize the Mayor to execute the attached Extension of Agreement for the Aktivov Software Subscription that addresses annual subscription fee adjustments.
SUMMARY:	The City's Public Works Department has an existing agreement with Aktivov LLC to provide continuous use and maintenance of its asset management software for use by all Department staff. The current agreement requires a minimum increase in the annual maintenance fee of minimum of 7.5% each calendar year and is subject to market conditions, approval of a quote provided in advance of each year, and minimum cancellation notice deadlines. The proposed agreement would affirm the continuous regular maintenance while decreasing the minimum annual maintenance fee increase to 5% annually. A quote of \$51,346.89 has been provided for 2024 software services whose increase is consistent with the proposed agreement extension and additional software module purchases performed in 2023.

ATTACHMENTS:

[Aktivov - Annual Software Subscription 2024.pdf](#)
[Aakavs \(Aktivov\) Original Agreement.pdf](#)
[Aktivov Original Software Subscription Agreement.pdf](#)
[Supplemental Documentation \(2\).pdf](#)

ADDENDUM

Extension Of Agreement for Aktivov Software Subscription

For good value, this Extension Agreement is made by and between **Aktivov LLC** (Aktivov), a Washington LLC, with its principal place of business at 24919 SE 41st Dr, Sammamish, WA, 98029, and the **City of Marysville** (Licensee), a **Washington** Municipal Corporation, with its principal place of business at **501 Delta Ave, Marysville, WA 98270**, (individually a “Party” and collectively the “Parties”).

This Extension Agreement is an addendum to the original Aktivov software Licensing and Annual Maintenance and Subscription Agreement(s) (hereafter referred to as original agreement(s)) signed between the parties on **January 2018** and **December 2019**, and both parties agree to extend and continue the original agreement(s). It is agreed that the original agreement(s) are extended for an additional term commencing on **January 01, 2024**, and will continue indefinitely until terminated by one of the parties. This extension addendum shall be on all terms and conditions as stated in the original agreement(s).

The Aktivov annual maintenance and subscription contract will automatically renew on a yearly basis every **January**. The subscription year is **January** through **December**. In order to terminate the annual subscription contract, the Licensee must provide at least sixty (60) days notice prior to the end of the then current term. There shall be no refunds or partial refunds for any payments made for the whole subscription year if Licensee elects to terminate early in any subscription year. Licensee remains liable for all payments for the whole duration of the contract during the whole subscription year(s).

Annual maintenance and subscription price will increase by 5% or more each year depending on various factors e.g. CPI, inflation, market conditions at that time, whichever is higher, in the renewal price year on year until further notice.

AKTIVOV may terminate the original agreement(s) and access and use of licenses if Licensee uses the software in a prohibited manner as mentioned in the original agreement(s). Licensee is not entitled to any refunds for misuse of the software license. Licensee remains liable for all payments for the whole duration of the contract during the whole subscription years.

The Licensee and Aktivov may agree on a special longer term multi-year maintenance and subscription contract for the Licensee to commit to a number of certain years at certain annual price per year. If accepted by both parties, a separate addendum will be signed to honor such agreement(s).

If there is any conflict between any previous agreements and this Extension Agreement, this Extension Agreement will prevail. This Extension Agreement shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives.

Accepted and Agreed:

AKTIVOV LLC

City of Marysville, WA

Name: Arnab Bhowmick

Name: _____

Title: Founder

Title: _____

Date: 11/27/2023

Date: _____



Signature: _____

Signature: _____

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND AAKAVS CONSULTING, LLC.**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation ("City"), and AAKAVS CONSULTING, LLC., a Limited Liability Company, organized under the laws of the state of Washington, located and doing business at 24919 SE 41ST DRIVE, ISSAQUAH, WA 98029 ("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, goods, and services described in the attached Exhibit A, incorporated herein by this reference (the "Services"). Generally, and as more specifically described in Exhibit A, the Consultant is: (1) licensing the City to use AKTIVOV software under the additional terms and conditions described in the attached Exhibit B, incorporated herein by this reference, and (2) configuring, customizing, and implementing the software as described in Exhibit A. 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 be from the date of execution and shall terminate at midnight on DECEMBER 31, 2018. The parties may extend the term of this Agreement by executing a written supplemental amendment.

3. COMPENSATION. The Consultant shall be paid by the City for AKTIVOV software license and associated Services rendered under this Agreement as described in Exhibit A and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed ONE HUNDRED TWENTY FOUR THOUSAND EIGHT HUNDRED THIRTY (**\$124,830**) 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 an invoice for the AKTIVOV software license/use fee in full at the beginning of the Services to provide access to the City. The Consultant shall thereafter 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 City shall be the sole owner of all data migrated or entered into the AKTIVOV software. The Consultant is not responsible for mistakes or inaccuracies within data entered by the City into the software. Following termination of this Agreement, the Consultant will provide the City with copies of all City data residing in the AKTIVOV software in flat file format (excel files or csv files) within thirty (30) days. The Consultant shall remain the sole owner of the licensed AKTIVOV software, software codebase, databases and associated scripts, and any software customization, configuration, or modification of the AKTIVOV codebase. All other work product and all documents produced under this Agreement shall become the property of the City and shall be furnished by the Consultant to the City for the City's ordinary use, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other

than those identified in this Agreement without the written authorization of the Consultant.

4.4 PUBLIC RECORDS ACT. Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the “PRA”). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked “Confidential” and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked “Confidential.”
- (2) If records identified as “Confidential” by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
 - i. Provide the records to the City in the manner requested by the City;
 - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
 - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from

and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively "Damages") arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

4.5 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

4.6 INDEMNITY.

a. Indemnification and Hold Harmless. The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 4.6. This waiver has been mutually negotiated by the parties.

 (City Initials)

 (Contractor Initials)

4.7 INSURANCE.

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.** Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

- (1) [Omitted.]
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

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

- (1) [Omitted.]
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant's Commercial General Liability insurance policy is to contain, or be endorsed to contain that it shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a

current A.M. Best rating of not less than A:VII.

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

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

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

4.9 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the

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

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

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

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

4.10 EMPLOYMENT.

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

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

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

 No, employees performing the Services have never been retired from a Washington state retirement system.

_____ Yes, employees performing the Services have been retired from a

Washington state retirement system.

In the event the Consultant checks “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

4.11 NONASSIGNABLE. Except as provided in Exhibit B, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

a. The Consultant is responsible for all work or services performed by subcontractors or subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in Exhibit B.

c. The Consultant may not substitute or add subcontractors or subconsultants without the written approval of the City.

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

4.13 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant’s client base and shall obtain written permission from the City prior to providing services to third parties when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City

reserves the right to terminate this Agreement. This provision does not prohibit the Consultant's disclosure of the fact that the City is a user of the AKTIVOV software and during the time that the City is licensed to and is using the AKTIVOV software, the Consultant may disclose that fact without further consent of the City.

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. This provision does not prohibit the Consultant's disclosure of the fact that the City is a user of the AKTIVOV software and during the time that the City is licensed to and is using the AKTIVOV software, the Consultant may disclose that fact without further consent of 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
DAVID DOOP
MARYSVILLE PUBLIC WORKS
80 COLUMBIA AVE
MARYSVILLE, WA 98270

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

AAKAVS CONSULTING
ARNAB BHOWMICK
24919 SE 41ST DRIVE
ISSAQUAH, WA 98029

6.2 TERMINATION. The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

6.3 DISPUTES. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

6.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties. All parts of the Agreement are intended to be complementary and what is set forth in any one document is binding as if set forth in each document. In the event of any conflict, discrepancy, error, or omission among any parts of the Agreement, shall be resolved by giving precedence as specified below:

a. With regard to the City's access and use of the AKTIVOV software modules obtained under this Agreement, any conflict between provisions contained in the Agreement, Exhibit A, and Exhibit B shall be resolved through the following order of precedence:

1. Exhibit B (Software License Addendum); then
2. The Agreement; and then
3. The terms of Exhibit A (Scope of Work).

b. With regard to all other services and work provided by the Consultant under this Agreement, any conflict between provisions contained in the Agreement, Exhibit A, and Exhibit B shall be resolved through the following order of precedence:

1. The Agreement; then
2. The terms of Exhibit A (Scope of Work); and then
3. Exhibit B (Software License Addendum).

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 January, 2018.

CITY OF MARYSVILLE

By 
Jon Nehring, Mayor

AAKAVS CONSULTING, INC.

By 
Arnab Bhowmick
Its: Manager

ATTEST/AUTHENTICATED:


April O'Brien, Deputy City Clerk

Approved as to form:

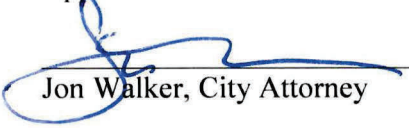

Jon Walker, City Attorney

EXHIBIT A - SCOPE OF WORK

We understand that the City of Marysville, WA (City) desires to configure, customize, and implement Aktivov asset management system which is mobile GIS based hosted software. The City has various types of infrastructure to be managed using an enterprise level application. Also, the City has certain integration needs with other critical business systems.

Aktivov asset management software is a Commercial-Off-The-Shelf (COTS) software product that comes ready to configure, customize, deploy, and easy to use. In addition, Aktivov is highly integrate-able and customizable to meet future needs. Our goal is to configure, customize, and deploy Aktivov significantly within approximately 6 months from the kick off (see Gantt chart). The City will be provided access to the test environment for joint testing during implementation. Note that customizations and integration with other business systems may take more time as it's dependent on the City staff availability and other software vendors (e.g. Tyler for Munis integration). Sprint iterations and adjustments will be done during the testing and deployment. Data migration activities will also start in parallel and testing will be performed on data accuracy and coverage. The last few weeks will be used for fine tuning and adjustments. The City is responsible for all other software licenses that may be integrated with Aktivov e.g. Tyler EDEN/ MUNIS, ESRI etc.

Implementation Tasks

The implementation plan is broken down in phases, involving departments, features, and functions to be rolled out incrementally over the next 3 years. The tasks and price for **Phase 1** is noted in this document. Note that detailed SOW and price for future phases will be done as amendments to the **Phase 1** contract; each future phase will be invoked by the City in consultation with Aktivov. Further note that the annual software maintenance and support price for each year will be invoiced from 2019 January onwards. The City will lose access to the Aktivov software if the annual maintenance and support is not paid every year in January.

The major goals of phase 1 are to accomplish the following:

- 1) Replace the current Work Order system
- 2) Replace the current Work Request/ Service Request system
- 3) Implement timecard to capture time on jobs
- 4) Replace the current ArcGIS Desktop based recurring maintenance system
- 5) Implement the Warehouse module including PO/ Requisition and Inventory

6) Integrate Timecard with MUNIS

The major goals of future phases are to accomplish the following items, and anything additional discovered during **Phase 1** implementation. Note that price for each future phase will be developed later along with its Scope of Work.

- 1) Initiate preventative maintenance for Water Quality and WWTP divisions (see LEAN spreadsheet). Aktivov will replace existing Allmaxs functions
- 2) Import and incorporate eO&M data into Aktivov. Aktivov will replace existing eO&M system.
- 3) Implement Aktivov for Sanitation division. Aktivov will replace work order functions from existing Waste Management software.
- 4) Implement Aktivov for Traffic division: Signs and Signals
- 5) Implement Streets division: asphalt, thermoplastic, RPMs, ROW maintenance
- 6) Replace cross-connection and backflow software Tokay
- 7) Include Parks department

PHASE 1

The following departments and divisions are within scope for Phase 1. Each department and division listed below will have unlimited users.

1. Public Works Department
2. Finance Department: This department will have access to Work Request module to initiate service requests. Also, various integrations will be done with Finance in this first phase of SOW (see details in later sections).
3. Code Enforcement (will need access).

The following tasks will be conducted within phase 1 (current SOW) to implement and rollout Aktivov. All meeting spaces and logistics support for onsite meetings will be provided by the City. Note that the responsibilities are identified for each bulleted item in parenthesis (as required) at the end of each bulleted text.

Task 1: Project Kickoff

Our Project Manager will prepare and organize a project kickoff and planning meeting (up to 4 hours onsite) with the City's Project Manager and other key City stakeholders (identified and

scheduled by the City). We will involve appropriate team members from our team. The project kick-off meeting will be used to address the following items.

- Identify key City stakeholders and participants for meetings and workshops; check availability of City participants for possible workshop dates in advance. (City)
- Discuss requirements, duration, agenda and format for onsite workshops. (City and Aktivov)
- Discuss, modify and finalize the whole project work plan and Gantt chart schedule. The schedule submitted with this SOW is preliminary, and will be revised, refined, and finalized during this task according to availability of City participants. (City and Aktivov)
- Finalize dates and times for various workshops. (City and Aktivov)
- Identify opportunities to involve the appropriate City staff to do hands-on work with us during each task. Certain tasks and responsibilities e.g. data exports, testing, providing subject matter expertise, providing answers and clarifications to questions etc. will be given to the City staff to enable them gain in-depth understanding of the project deliverables and artifacts. (Aktivov)
- Discuss and finalize team communication and coordination plans. We prefer single point of contact, i.e. the Project Manager, on both ends to communicate all details of the project. (City and Aktivov)
- Discuss and finalize Project Management needs; schedule bi-weekly 30 min status call via phone or web meeting, monthly status reporting and invoicing format. Note that in-person project management meetings may also be done on an as needed basis. (City and Aktivov)
- Identify and provide all necessary background documents and information related to this project: (City)
 - MUNIS database schema, identification of tables for proposed integration points etc.
 - All WO data and format of data that needs to be migrated for document retention (up to 3 years existing data plus up to 10 years existing data for research categories).
 - Other documentation may include system documentation, operating procedures, relevant forms, reports, directives, business process documentation, specimens of inputs and outputs, source documents and materials describing operations, etc.

Deliverables:

- Facilitate project kick-off meeting (3 - 4 hours onsite)
- Deliver revised Gantt schedule. Note that this is a living document throughout the project, and will need to be updated as needed to account for timeline adjustments or tasks inclusions.

Task 2 – Workshop Preparation

The City will prepare for the workshops by finalizing the workshop attendee lists, schedules, and meeting locations. Scheduling will be finalized in collaboration with Aktivov to ensure that there are no conflicts with any project team member (City and Aktivov) commitments.

Aktivov will prepare for the workshops by:

- Reviewing all relevant background documentation provided by the City (as a result of Task 1)
- Preparing a detailed agenda for each workshop and providing it to the City Project Manager at least 2 - 3 days prior to each workshop for circulation.

Deliverables:

- Review background documents
- Provide agenda for each onsite workshop 2 - 3 days prior to the workshop

Task 3 – Onsite Workshops

Including appropriate number of participants and stakeholders from each department and division in scope is crucial to engage them and secure their "buy in" in the project. Productive interactions over a series of workshops and building consensus amongst varied stakeholder groups are critical to the success of this project. Making the stakeholders feel as "part of the process" is also important for the project's success. While conducting the workshops, we will encourage business process/ workflow related discussions, and note inputs for system configurations and data inputs. It's crucial for the stakeholders to understand how Aktivov works, and how the users can adapt to the application usage using configuration or customization. All scheduling for internal staff will be done by the City PM. The following 6 types of workshops will be facilitated:

- **Configuration Workshops:** Two onsite configuration workshops will be facilitated as follows:
 - **Workshop 1:** One 4-hour workshop will be facilitated by Aktivov to cover the Water Division, Wastewater Division, Storm Division, and Surface Water Division. Each division may only be booked for 1 hour.
 - **Workshop 2 - Admin Workshop:** One 2-hour workshop will be facilitated by Aktivov to cover the system administration part. Public Works Administration, Finance, IT, and GIS resources should attend this workshop. We will discuss admin rights in the system and what they can do to manage user roles and security.

In each workshop, we will discuss and document the following system configurations and customizations (City and Aktivov):

- Workflows and forms required for service request, work orders, inspections, regular and preventative maintenance management, and associated items e.g. parts, labor, attachments, violations etc.
- Review the full list of GIS map services. The City will publish public map services and Aktivov will consume those. Aktivov uses base maps that are already published by ESRI in ArcGIS Online. Note that assets that are represented by points (e.g. hydrants) and lines (e.g. pipelines) will be supported.
- The following forms will be supported for regular maintenance management:
 - General Work Order form that can be used for any asset: we will review all the generic fields that will be shown for all users for all assets
 - Specific Maintenance forms for each asset layer. Refer to all the specific maintenance forms provided by the City in the "Artifacts" section at the end.
- **Data Migration Workshops:** The data migration involves the following items from the existing systems.
 - Service request only – 5075
 - Work order only – 4848
 - Customer service and work order – 3361 (we have to decide whether these will become service request or work order in Aktivov during migration)

Below is the list of PMs or recurring maintenance on assets that will be migrated:

- Detention Facility Inspections – 3200
- Catch Basin Cleaning Inspections – 34000
- Sewer Manhole Cleaning Inspections – 13569
- Hydrant Maintenance – 8288
- Hydrant Flushing - 5011
- Blow-off Flushing – 2440
- Valve maintenance – 9932
- Culvert inspections - 104

One 2-hour data migration workshop will be facilitated jointly by the City and us. We will review all the geodatabase and data items that the City intends to migrate, and then provide excel or csv or database format to the City to pull existing data out of their system. The City will write the scripts to pull data out and populate in the provided format. We will also need existing geodatabase, access database, or SQL server database files from the City that have all the existing data that needs to be migrated.

We will do all necessary data migration documentation, write all necessary scripts, and perform the data migration task. We will migrate all data mentioned above, but data warehousing techniques may be used for system performance. Note that all old and

new data can be accessed through search or reports. Appropriate City resources must be available to assist Aktivov with the data migration activity and answer questions.

- **Integration Workshops:** Two 2-hour integration workshops will be facilitated to discuss data or format for such integrations.
 - **Workshop 1 - Munis Time:** The goal is to integrate Aktivov Timecard with Munis. We agree to facilitate and implement this integration working with and assisted by the City and Munis. The exact process for the integration will be determined through discovery during this workshop with the Finance Department. The City will work internally or with Munis (using City-Munis contract) if any changes are required on the City or Munis end. The integration process may include data transfer either using appropriate web service format to support both Aktivov and Munis, or through a text file export and import routine. The City, Munis, and Aktivov will work together to develop a structure or format for the web service, or alternately for the text file import/ export.
 - **Workshop 2 - MUNIS vendors, citizens, employees:** We understand that the 3 tables i.e. vendor, citizen, and employee tables are all hosted in-house within the City infrastructure. We also understand that the City has access to these 3 tables without any MUNIS intervention. Further, we also understand that MUNIS is the official system of record for these 3 tables, and any new item under these 3 tables (i.e. new vendor, new citizen, new employee) is always first created within MUNIS.

The City will provide 2 csv files in a format provided to them by us (one csv for each table: vendor, citizens) at the start of the implementation to Aktivov. The data from these 2 csv files will be imported into Aktivov by us only once. In future, the City will manually edit, modify or enter new entries in these 3 tables in Aktivov.

The vendor list is needed for purchase orders, requisitions, and rentals. New vendor additions will be manually done by the City.

The employee list is needed for assigning work to resources and employees will always be manually entered by the City.

The citizen list is needed to log names associated with citizen initiated service request. A tool will be delivered to import a csv file with a specific format to add only new citizens in Aktivov.

- **Dashboard Workshop:** We will facilitate one 2-hour workshop to discuss up to 5 customized interactive charts in scope. Each chart will have 3 levels of granularity (this means the City is actually getting 15 customized charts). Typically, these charts are used by clients to track and monitor Key Performance Indicators (KPIs).

- **PO/ Requisition Workshop:** We will facilitate one 2-hour workshop to discuss the forms and format for purchase orders or requisitions, inventory check-ins, and invoices. We will work off of the standard module in Aktivov and note any adjustments required.
- **Reports Workshop:** We will facilitate one 3-hour workshop to discuss the following custom reports. All the formats for these reports will be provided by the City.
 - Asset History
 - WO Activity Report by employee name
 - WO Activity Report by division in Public Works (Water, Wastewater, Storm, Streets only)
 - WO Activity Report by selected activities
 - WO Activity Report by selected activities and employee time details
 - WO Snow and Ice Activity Report by employee time details and equipment usage
 - WO Storm Cleanup Activity Report by employee time details and equipment usage

All the discussions and findings from each workshop will be documented in the form of configuration documentation by us (excluding data migration workshops), and provided to the City for review and approval within 10 business days from the completion of each workshop. The City PM will coordinate internally with all City stakeholders and provide consolidated comments on each document within 10 business days of receipt. We will discuss with the City all comments, and submit the final document for approval within 10 business days of receipt. The City will approve the documents within 5 business days of receipt, and we will start performing configuration following the approved documents.

Deliverables:

- Facilitate all workshops
- Develop draft and final versions of configuration/ customization documentation from each workshop as needed

Task 4 – Perform Configurations, Customizations, Integrations

We will perform the configurations and customizations to Aktivov COTS software following the approved documents in 2-3 week sprints with the divisions and departments in scope. We will incrementally develop and deploy certain modules and features in each sprint, and test access will be provided for joint testing. Bugs will be documented by the City and provided to us for fixing. We will fix the bugs and retesting will be done. There will be 2 to 3 cycles of bug reporting and bug fixing. At the end of 3rd cycle (final cycle), all bugs are expected to be fixed and the system will be ready to go online in the production environment.

The MUNIS time integration will also be done in this task. Aktivov will work with the City, and the City may in turn need to work with MUNIS during this integration. Note that Aktivov has no contractual relationship with MUNIS, and the City has to manage all the costs, timeline, scope of work with MUNIS directly for their part of the work to facilitate such integration. Aktivov will only facilitate this integration and work as directed by the City.

Note that the City's major responsibility in this task is to perform testing and provide us bug documentation on schedule.

Deliverables:

- Set up and provide access to test environment
- Perform configurations, customizations, integrations following approved documents from workshops
- Deploy modules and features in sprints
- Perform joint testing of deployed modules and features
- Fix reported bugs and re-deploy for re-testing

Task 5 – Data Migration

The City will provide us data that needs to be migrated in excel or csv or database backup file (Access or SQL Server) in the format provided by us. We will perform 1 to 2 pilot dataset migration before doing the full data migration following the documentation developed during the data migration workshops. We will write all necessary scripts for the data migration. Any issues will be discussed with appropriate City resources as directed by the City PM.

Deliverables:

- Perform pilot and full data migration as documented from the data migration workshop

Task 6 – Final Adjustments and Sign Off

After testing the application configurations and migrated data, the City will sign off on the test application to cut over to live production environment.

Note that all bug fixing and testing would have been completed before this task. This task is designed to get the environment ready to go live. We will perform all the final deployments and adjustments that are needed on our side to take the system live.

Note that MUNIS integration signoff will be handled within the Task 4 under MUNIS integration budget. No payment from this task or any other task will be held up due to MUNIS integration.

Deliverables:

- Ensure all reported bugs have been fixed in test environment
- Ensure all customizations and configurations are tested and deployed in test environment
- Perform all checks and balances on Aktivov side before moving to live production environment
- Set up live production environment

Task 7 – Training

The City will schedule appropriate resources in each training session.

Up to 4 hours of training will be conducted in parallel with Task 4 to train key users so that they can test the application effectively. This will encompass Aktivov modules and features training. Eventually, these key users will be the internal first point of contact for all City users, and become the “trainers” for ongoing training within the City.

Though training, knowledge transfer, and hand holding will occur organically during the implementation with key users (who will become power users) as they will be actively involved with Aktivov implementation from the project kick off, we will also facilitate four 2-hour training sessions onsite before going live. The key City staff involved during Aktivov implementation will also help during these four 2-hour training sessions to train all other users within the City.

Another 2-hour training session will be conducted specifically with Finance staff on Tyler MUNIS integration points before going live. The budget for this training is again under MUNIS task in Task 4.

Access to training videos and Aktivov manual will be provided.

Deliverables:

- Up to 4 hours of training will be conducted in parallel with Task 4
- One 2-hour session for purchase order or requisitions, inventory check in, and invoices
- One 2-hour session for dashboards, reports, and admin tools
- Two 2-hour sessions to cover work order, service requests, inspections, PMs, etc. for Public Works divisions
- One 2-hour session to cover MUNIS time integration

Task 8 – GO LIVE

The Go Live date will be set in conjunction with the City, and the users will start using Aktivov in production. We will prepare the production environment for going live on our hosted

infrastructure, cut over the database and application from test environment, and provide access to the City.

Note that the City will have two application environments at any given point in time: the test environment and the live production environment. We will perpetuate the test environment to test future enhancements, updates, releases etc. Only key City users should have access to the test environment. Once everything is tested and approved in test environment, we will push that to live production environment on a mutually agreed schedule.

Deliverables:

- Provide access to the live production environment

Task 9 – Project Management

Aktivov Project Manager will manage the project to meet project goals and objectives by critical schedule milestones (see Gantt chart) within the allocated project budget. We recognize the importance of moving this implementation forward in a timely manner in the most economic way. We will notify the City at 25%, 50%, and 75% budget consumption milestones and compare that with task completion percentage.

As part of project management, our Project Manager will regularly communicate with the City's Project manager to jointly:

- Ensure timely and effective completion of tasks.
- Ensure deliverables are meeting deadlines from both sides.
- Adjust Gantt chart as the project progresses to accommodate delays.
- Manage all tasks within budget and schedule.
- Manage scope of work to avoid any scope creep.
- Amend contracts/ agreements as needed to accommodate changes using change orders
- Conduct 30 minute bi-weekly status calls to discuss progress, manage risks, and resolve conflicts/ issues.
- Conduct ad hoc PM meetings as needed.
- Activate contingency budget is and as needed.

We will communicate with the City PM as and when needed throughout the implementation. We will also prepare a monthly written status report to accompany the monthly professional services invoice. The report will cover activities by task, scope issues, schedule, and budget compliance. The invoice will cover partial tasks done progressively in each month. No hourly breakup will be provided per task in the invoice.

At the conclusion of the implementation (after GO LIVE), we will conduct a project closeout meeting with the City's Project Manager. This meeting will summarize the status of any outstanding issues, resolution plans, and transmit all remaining artifacts/ materials to the City.

Deliverables:

- Perform all project management duties as mentioned in this task
- Provide monthly status reports and invoices
- Facilitate status calls

Task 10 – Post Implementation Support

The annual subscription/ maintenance contract will be invoked post GO LIVE to initiate support. All support mechanisms will be engaged to support the City including phone, email, web, ticketing system etc. One point of contact will be assigned to the City after GO LIVE. Our contact person can be reached over phone and email.

Note that the City will lose access to Aktivov software and all the modifications, configurations, enhancements, customizations and implementations etc. created under this Professional Services Agreement (PSA) if the annual maintenance cost is not paid in January 2019. Further, note that the annual maintenance cost is subject to change as more features, functions, integrations are done in subsequent phases in future years.

Please refer to the "AKTIVOV Software License Agreement" section for details.

Deliverables:

- Engage one point of contact for the City to provide ongoing support
- Activate annual maintenance contract and support

Preliminary Schedule

This is a draft schedule and will be adjusted according to availability of City and other resources. The green tasks are led by the City while the blue ones are led by Aktivov.

The plan in Task 4 is to facilitate the MUNIS time integration last. Note that the MUNIS time integration will start somewhere during cycle 3 of the Task 4, once the main asset management system has been tested and ready for production cutover. The whole implementation is independent of the MUNIS time integration which will occur in parallel at its own pace. Depending on how much time it takes to work with MUNIS, we may have to adjust the schedule.



Price

Please refer to the Software License Agreement, attached as Exhibit B, for the conditions and terms of using Aktivov Asset Management COTS software.

ITEM DESCRIPTION	BASE AMOUNT	Sales TAX
A. Aktivov Asset Management COTS System (hosted commercial software) use price: 1. Modules included: a. Work Request b. Work Order c. Inspection d. Timecard e. User Management – Staff database f. Citizen Management – Customer database g. Dashboards and KPI charts h. Reports (includes dynamic self reporting engine) i. Admin Tools and Security j. Database Lookup Tables k. Warehouse – Purchase Order, Inventory, Invoice l. Workload Balancer – Workload Calendar, Mass Assignment m. GIS Management. (GIS data, maps and map services are hosted by the City. Aktivov does not provide any GIS license.) 2. Users included: a. All users will have concurrent access to web based system on desktop and on one mobile device. We will provide 2 user logins per user (same login on different devices) at the cost of one user login for concurrent login on the web and mobile. b. Unlimited Users c. Unlimited Assets d. Unlimited GIS layers e. Unlimited Storage Space f. Unlimited Departments and Divisions 3. Devices Supported: a. Latest computers, smart phones and tablets from	\$ 57,000	As applicable

NOTE: NO TRAVEL RELATED OR INCIDENTAL COSTS. The City of Marysville is a local client for us, and we will not charge anything related to travelling to the City. Not even mileage will be charged.		
INITIAL SOFTWARE LICENSE USE & IMPLEMENTATION PRICE	\$ 124,830	As applicable

Artifacts

All forms below are First Priority Maintenance Forms (existing forms for recurring maintenance). The City will provide all necessary field and schema information for each form.

Catch basin inspection/cleaning (PW Sewer and Storm Water - Vactor):

Catch Basin Inspection

Mvid SD-CB-23733 Date 6/29/2015 6:46:06 AM

Field staff meyer Computer JX88CT1

Cleaned YES Revisit NO

Turbidity PASS Odor PASS

Floatables PASS Staining PASS

Dry Weather Discharge PASS Mapping OK

Silt Level 0-25%
0-25%
25-50%
EDIT NEEDED 50-75%
needs to be CH 75-100%

Comments

Save Cancel

Sewer manhole inspection/cleaning (PW Sewer and Storm Water - Vactor):

Sewer MH/Lift Station Cleaning

Mvid S-MH-4276 Date 9/1/2017 7:55:29 AM

Field staff ddoop Computer 3MV7HB2

Cleaned Revisit

Drop Connection NONE
INSIDE
OUTSIDE
NA

Grease

Debris Level

I & I Evident Work Order Needed

Comments

Save Cancel

Sewer line cleaning (PW Sewer and Storm Water - Vactor):

Sewer Line Cleaning

Mvid	S-LINE-5999	Date	1/11/2013 1:50:13 PM
Field staff	ebrown	Computer	E0CE562F04

Line info:

Size	8	Material	PVC
------	---	----------	-----

Maintenance info:

Size	8	Material	PVC
Cleaned?	YES	Revisit?	NO

Comments

Save Cancel

Hydrant maintenance (PW Operations):

Combined Hydrant

Mvid	W-HYD-2249	Date	4/27/2012	Field staff	kgessner	Computer	27111553H
------	------------	------	-----------	-------------	----------	----------	-----------

Activity Type
MAINTENANCE

Hydrant Maintenance Flushing/Flow Test

Hydrant Info:

Make	WATEROUS	Model	150
Manufacture Year	1989	Barrel Size	5.25
Ports	0	☒ Storz Adapter	

Maintenance Info:

Make	WATEROUS	Model	150
Manufacture Year	1989	Barrel Size	5.25
Ports	3	☒ Storz adapter?	☒ Update Hydrant Info

☐ Apparent damage?	☒ Clear of obstructions?	☒ Packing ok?
☒ Operating nut ok?	☒ Foot valve exercised?	☒ Flushed?
☒ Caps checked?	☒ Blue reflector needed?	☒ Painted?
☒ Main valve ok?	☐ Workorder needed?	☒ Nozzles ok?

Maintenance notes

Save Cancel

Hydrant Mainline Flushing (PW Operations):

Combined Hydrant

Mvid

W-HYD-2249

Date

4/27/2012

Field staff

kgessner

Computer

27111553H

Activity Type

FLUSHING

Hydrant Maintenance

Flushing/Flow Test

Start location/address

Total length (feet)

0

Drained to

Dechlorination

Static

PSI

0

Residual

0

Chlorine residuals at 5 minute intervals

1

2

3

4

5

0

0

0

0

0

Residual After Dechlorination

0

Time (Min.)

0

Flow (GPM)

0

Total discharge (Gal.)

0

Port size

Zone

Flushing notes

Save

Cancel

Blow-off Dead-end Flushing (PW Operations):

Deadend Blowoff Flushing

Mvid

W-BO-295

Date

6/28/2012

Field staff

kgessner

Computer

27111553H

Zone

Everett 170

Drained to

CATCHBASIN

Time (Min.)

25

Flow (GPM)

400

Chlorine residuals:

Beginning

End

0

0.85

Deadend flushing notes

Save

Cancel

Valve Maintenance (PW Operations):

Valve Maintenance

Mvid

W-VLV-2312

Date

4/6/2012

Field staff

kdaggett

Computer

2G90MG1

Valve info:

Size

8

Position

OPEN

Maintenance info:

Size

8

Position

OPEN

Ease of turn rating

2

Number of turns

24

☐ Painted?

☐ Work order needed?

☐ Valve not found?

Valve notes

Save

Cancel

Culvert Inspections (Water Resources – WWTP):

Culvert Inspections

Mvid

SD-CV-42

Date

3/29/2016 2:11:40 PM

Field staff

drasar

Computer

JX88CT1

Inspection Type

Annual Inspection

Geotechnical Summary

Structural Summary

Inlet

GOOD

Outlet

GOOD

Hydraulic Summary

Inlet

GOOD

Outlet

GOOD

☐ Perched Outlet

Comments

Save

Cancel

Print

Geotechnical Details:

Embankment Voids

Pavement Cracks

Roadway Sag

Rating:

CRITICAL - Extensive pavement cracking, roadway sagging, or embankment depressions.

POOR - Significant evidence of pavement cracking, roadway sagging, or embankment depressions.

FAIR - Slight evidence of pavement cracking, roadway sagging, or embankment depressions.

GOOD - No evidence of pavement cracking, roadway sagging, or embankment depressions.

Storm Drain Facility Inspections (Water Resources – WWTP):

Stormdrain Facility Inspection

Mvid: SD-DF-12191 Date: 9/1/2017 7:38:26 AM Field staff: ddoop Computer: 3MV7HB2 Owner: MARYSVILLE Inspection type:

Site - Safety and Aesthetics: Flow - Structure and Control: Water Quality:

TYPE	REQUEST	REQUEST DESCRIPTION
ANIMAL DAMAGE		No Rodent holes, beaver activity observed.
CONTROL STRUCTURE		Control structure shear gate not compromised. Flow restr
DRY WEATHER DISCHARGE		No water flowing in dry weather, i.e. no rain for last 7
EROSION		No noticable erosion over 2 inches deep with potential f
INLETS		Inlets working properly and clear of vegetation, debris,
OUTLETS		Outlets working properly and clear of vegetation, debris
OVERFLOW		Overflow working properly and clear of vegetation, debris
SEDIMENT		Does not exceed 10% of the designed pond depth or affect
STANDING WATER		No stagnant water in pond during dry weather.

Inspection Comments:

Save Cancel Verify Checklist Revisit needed:

Traffic Signs (Engineering):

Traffic Sign Maintenance

Sign Actions

MVID: ST-SIGN-7174

Object..	Date	Action	Notes
359	6/1/2009	INSTALL	NEW INSTALL

Action: Action Notes: Action Date: Now

GRAFITTI COATING APPLIED
GRAFITTI NOTED
GRAFITTI REMOVED
INSTALL

Delete Action Finished

EXHIBIT B - AKTIVOV SOFTWARE LICENSE ADDENDUM

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This ANNUAL SOFTWARE SUBSCRIPTION AGREEMENT (Agreement) is between AKTIVOV LLC (AKTIVOV), a Washington corporation, with its principal place of business at 24919 SE 41st Dr, Issaquah, WA, 98029, and the City of Marysville, a Washington Corporation (Licensee) (individually a "Party" and collectively the "Parties"). This Subscription Agreement supplements the Software License Agreement (Agreement) already entered into between the Parties contemporaneously with this Subscription Agreement to enable the Licensee to access the AKTIVOV Asset Management Software.

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- l. "Amendment or Modification to this Subscription Agreement" shall mean that both Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein, except the Agreement, are excluded. Further, any modifications of this Agreement shall be in writing and signed by both Parties.

2. SUBSCRIPTION

- a. Five (5) hours of phone or email ad hoc remote support per month will be provided to the Licensee on a "use it or lose it" basis during the Annual Subscription period. Anything beyond five (5) hours per month will be handled as Time and Materials work (\$175 per hour, 7.5% increase year on year) for charging time with prior authorization from the Licensee. Note that time spent internal to AKTIVOV to program and deploy updates, patches, bug fixes, security updates etc. are automatically included in annual subscription and not part of this five (5) hours per month ad hoc support.
- b. The services to be provided during the Annual Subscription period include Software Updates to the Licensed Software. This does not include any annual maintenance for any additional modules, features and functions that has not been bought yet under the current contract(s).
- c. The services to be provided during the Annual Subscription period include software fixes, patches, security updates etc. to the Licensed Software. Note that the Licensee must provide AKTIVOV with written specific narratives about the bugs and errors in the system and the manner in which the Licensed Software is not functioning properly with pictures and screenshots to the best of the Licensee staff's ability.
- d. The Licensee should try to resolve all problems internally before reporting a problem or issue or bug with AKTIVOV. If the Licensee solves an issue or problem on its own, the Licensee should document the problem and the resolution and send an email report to AKTIVOV. If the problem still persists, the Licensee should report it to AKTIVOV by raising a ticket in AKTIVOV bug tracking system. Moreover, the Licensee should first isolate the problems and issues as Licensed Software related and not something related to any other software or system used by the Licensee.
- e. Subscription shall mean
 - i. Delivery to Licensee of all base revisions of modules bought by the Licensee in final form together with all accompanying documentation. Note that any custom development done and paid by any other customer does not automatically become available to the Licensee (may or may not at the discretion of Aktivov), but custom development paid by the Licensee becomes available to the Licensee.
 - ii. AKTIVOV's compliance with the Response Remedies to the severity levels of bugs and errors as specified below:
 - 1. Level 1: Response provided within 2 to 4 days.
 - 2. Level 2: Response provided within 5 to 7 business days.
- f. AKTIVOV shall make all reasonable efforts to provide the Software Updates that are necessary to assure the Licensed Software is functioning properly.



- g. AKTIVOV will provide Email, Phone or Web support during normal business hours, 8 AM to 5 PM U.S. Pacific Time, Monday through Friday except holidays. Special support may be extended after regular work hours making this a 24 x 7 support on a case to case basis for emergencies only (additional costs may or may not be incurred for this kind of special support). After hour (5 PM through 8 AM U.S. Pacific Time, Monday through Friday except holidays) emergency/ very critical support phone or email will be provided to the Licensee for very urgent support that stops work for several Licensee's staff during emergency or critical situations. AKTIVOV will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within 24 to 48 hours of receipt of the call or email from a designated and authorized Licensee representative.
- h. The Licensee will allow AKTIVOV's access to the Licensee's systems in order to perform thorough remote diagnostics and effect remote repairs, upgrades, and fixes if needed.
- i. Depending upon the type of problem reported (urgent or non-urgent), AKTIVOV staff may need to travel. Travel (actual expenses with actual receipts, mileage reimbursed at the IRS mileage rate at the time of expense) related expenses shall be all the reasonable expenses incurred by AKTIVOV while conducting business authorized by Licensee, including, but not limited to, air and surface transportation, lodging, car rental, meals, and incidentals. All travel expenses must be approved in advance by the appropriate Licensee representative. In emergency situations, AKTIVOV may travel without the Licensee's approval but still the Licensee agrees to reimburse AKTIVOV for all travel related expenses. AKTIVOV will pay for all travel expenses, and then the Licensee will reimburse AKTIVOV per the expense statements submitted by AKTIVOV.
- j. If any problems reported are not related to AKTIVOV Licensed Software, AKTIVOV will negotiate with the Licensee and charge for reasonable resource time and costs incurred to resolve such unrelated problems. This will be invoiced to the Licensee (\$175 per hour, 7.5% increase year on year) beyond regular Subscription costs as consulting or professional services costs to identify or solve non-Aktivov issues.

3. INVOICE AND PAYMENT

- a. AKTIVOV will raise any invoices owed by Licensee, stating, without limitation, all amounts due from Licensee to AKTIVOV under this Agreement. The foregoing invoice shall contain sufficient detail (including the separate itemization of the Tasks, Subtasks, Support, Maintenance, Subscription, license, customizations, travel, and any other fees under the Agreement as appropriate) to allow Licensee to determine the accuracy of the amount(s) billed. All invoices shall be paid in U.S. dollars. All payments will be made in full within thirty (30) calendar days from the date of the invoice.
- b. Subscription invoice must be paid by the invoice date in January of each year. The Licensee will pay this invoice in full within thirty (30) calendar days.
- c. Any other invoices including customization or any other additional work will be issued separately on a case to case basis. The Licensee will pay this invoice in full within thirty (30) calendar days from the invoice date.
- d. Non-payment of any invoices:
 - i. If payment is not received for annual Subscription invoice within thirty (30) calendar days from invoice date, AKTIVOV will notify Licensee of payment oversight and allow additional fifteen (15) days for payment remedy. Otherwise, AKTIVOV reserves rights to terminate this Agreement and the AKTIVOV Software License Agreement immediately and discontinue Licensee's access to the Licensed Software and any Subscription for the Licensed Software.
 - ii. If payment is not received for any other invoice within thirty (30) calendar days from the date of invoice, AKTIVOV will notify the CLIENT of payment oversight and allow additional fifteen (15) calendar days for payment. AKTIVOV will charge a six percent (6%) penalty if payment is not made by the end of the additional fifteen (15) days and thereafter will charge two percent (2%) per month interest in addition to any legal procedures costs that may be incurred to recover pending payments including penalties and interest. AKTIVOV also reserves rights to terminate this Agreement and



the Aktivov Software License Agreement immediately and discontinue access to the Licensed Software and any Subscription for the Licensed Software.

- iii. If access to the Licensed Software and any Subscription for the Licensed Software is cut off for any issues/ reasons, AKTIVOV will charge a Time and Materials fee (\$175 per hour, 7.5% increase year on year) to turn on all access after the issues/ reasons have been cured.

4. AGREEMENT RENEWAL.

The term of this Subscription Agreement shall be ^{three (3)}~~three (3)~~ years, commencing on January 1, 2020 through December 31, 2022, with a 7.5% increase in the subscription price year on year. Both AKTIVOV and the Licensee have negotiated and agreed upon the yearly Subscription fees as provided in the attached quotation. The Annual Subscription Agreement and the Agreement may be renewed for multi-year terms at the end of the initial ^{three (3)}~~three (3)~~ year term under mutually acceptable payment terms. Changes to the subscription price as mutually agreed for further renewal cycles will be provided to the Licensee 3 (three) months before renewal.

5. NOTICE.

The following contact information will be used for mailing any notices using email or certified mail. Each Party will update the notice contact information below in writing (mail or email) if anything changes within 10 business days of such change.

Arnab Bhowmick
AKTIVOV LLC
24919 SE 41st Dr,
Issaquah WA 98029
Email: arnab@aaakavs.com

Kari Chennault
Public Works Department,
City of Marysville,
Marysville, WA 98548
Email: kchennault@marysvillewa.gov

6. EXCLUSIONS

AKTIVOV excludes the following items from Subscription under this Agreement:

- a. Analysis or interpretation of any inputs and outputs (data, results, information related to the Licensee) related to the Licensed Software.
- b. Questions related to computer systems, operating systems, hardware, and peripherals that are not related to the use of the Licensed Software
- c. Licensee's data analysis, correction, debugs, data migration, loading into the Licensed Software etc.
- d. Any services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the Licensed Software, including but not limited to neglect, abuse, unauthorized modification, unauthorized updates or electrical, fire, water or other damage.
- e. Any services regarding customization of the Licensed Software including, but not limited to, custom features and functions, custom modules, custom scripts or interfaces or codes, custom integration with other systems etc. Any additional or custom functions, design, layouts, user experience or interfaces, and features etc. will not be part of regular subscription activity. These additional items will be scoped separately, and professional services for customization will be provided at an additional cost depending on the scope.
- f. Mobile handheld or any hardware device or associated costs and upgrade/ replacements costs of any hardware or device are not included in regular subscription. Also note that any other software acquisition, update, or upgrade cost e.g. Windows OS upgrade cost on Licensee's machines etc. are not included in regular subscription.



- g. Any additional module or additional functionalities that the Licensee will desire to buy and use will be priced separately at the time of purchase. This Agreement will be amended accordingly to provide subscription and support for such additional modules or functionalities.
- h. If the Licensee acquires more service connections or provide service to additional area, this Agreement will be amended to provide support for additional data for additional areas or service connections.

This Subscription Agreement shall be construed and enforced in accordance with, and be governed by, the laws of the State of Washington without reference to conflict of laws principles. Both AKTIVOV and Licensee agree to only pursue any legal procedures or actions in the Superior Court of King County, State of Washington, and waive their rights to change venue or pursue legal procedures or actions in any other forum.

IN WITNESS WHEREOF, the parties hereto have executed this Subscription Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Accepted and Agreed:

AKTIVOV LLC

CITY OF MARYSVILLE, WA

Name: ARNAB BHOWMICK

Name: Jan Nehering

Title: Funder

Title: Mayor

Date: 02/13/2020

Date: 12/11/18

Signature: [Signature]

Signature: [Signature]



INVOICE

AKTIVOV LLC
24919 SE 41st Dr
Sammamish, Washington 98029
United States

425.245.3569
www.aktivov.com

BILL TO
City of Marysville, WA
Jesse Birchman

(360) 363-8161
jbirchman@marysvillewa.gov

Invoice Number: MARYSVILLE/2024/01
Invoice Date: November 30, 2023
Payment Due: January 5, 2024
Amount Due (USD): \$51,346.89

Items	Quantity	Price	Amount
Aktivov M 2024 Annual Maintenance and Support	1	\$46,935.00	\$46,935.00

Subtotal:	\$46,935.00
MV24q1 9.4%:	\$4,411.89
Total:	\$51,346.89
Amount Due (USD):	\$51,346.89

Please make all checks payable to AKTIVOV LLC. Thanks for your business, we always walk the extra mile for you!



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE:

January 22, 2024

SUBMITTED BY:

Public Works Services Manager Skip Knutsen, Public Works

ITEM TYPE:

Resolution

AGENDA SECTION:

New Business

SUBJECT:

An Emergency **Resolution** for Opera House Water Damage

SUGGESTED ACTION:

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

SUMMARY:

On January 2nd, 2024, the fire suppression sprinkler system on the top floor of the Opera House activated, dispensing hundreds of gallons of water through to all levels of the Opera House. Although Facilities staff and Marysville Fire responded quickly, this water intrusion adversely impacted interior walls, ceilings, flooring and fire alarm monitoring systems.

Due to this being an unforeseen emergency condition and that remediation needed to begin immediately, staff did not have time to secure appropriate bids for damage assessment, controls and remediation.

ATTACHMENTS:

[Emergency Declaration.pdf](#)
[Emergency Resolution - Opera House Sprinkler Water Damage.docx](#)



MARYSVILLE

MAYOR JON NEHRING

Date: January 4, 2024

DECLARATION OF EMERGENCY SITUATION

WHEREAS, on January 2, 2024, a fire sprinkler activated on the top floor of the Opera House, a city-owned historical building located at 1225 Third Street; and

WEREAS, the fire sprinkler activation resulted in several hundred gallons of water being released into the third floor of the building, which then flowed down through all floors and into the basement, causing water accumulation and damage; and

WHEREAS, the resultant water release and accumulation furthermore poses an immediate risk of additional property damage if left untreated; and

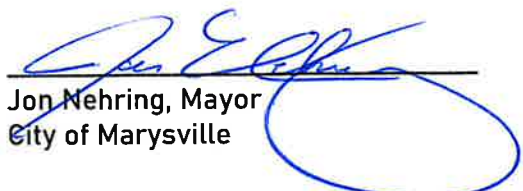
WHEREAS, the Opera House is used for numerous public events, and the water release and accumulation prevents use of the Opera House for these events; and

WHEREAS, competitive bidding for water damage assessment and control activities could take weeks or even months, and such a delay would (a) likely result in additional property damage and (b) prevent use of the Opera House for public events; and

NOW, THEREFORE, I, Jon Nehring, Mayor of the City of Marysville, as a result of the above-noted situation, and under RCW 39.04.280(2)(b), have found that an emergency situation exists and therefore have waived competitive bidding requirements for water damage assessment and control activities at the Opera House located at 1225 Third Street, in order to prevent further material loss and damage to the property and to allow resumption of use of the building, and have authorized City staff to solicit and award the contracts necessary to effectuate such work.

Council will be presented with a resolution ratifying my decision to declare an emergency and to waive competitive bidding requirements at the next regularly scheduled City Council meeting.

DATED this 4th day of January, 2024.


Jon Nehring, Mayor
City of Marysville

(360) 363-8000

Civic Center
501 Delta Ave
Marysville, WA 98270

CITY OF MARYSVILLE
Marysville, Washington

RESOLUTION NO. _____

A RESOLUTION RATIFYING THE MAYOR'S DECLARATION OF AN EMERGENCY, WAIVING COMPLIANCE WITH THE CITY'S NORMAL BIDDING AND PROCUREMENT PROCESS, AND RATIFYING WATER DAMAGE ASSESSMENT AND CONTROL WORK NECESSARY FOR REMEDIATION ACTIVITIES AT THE OPERA HOUSE LOCATED AT 1225 THIRD STREET.

WHEREAS, the City experienced an activation of a fire sprinkler on the top floor of the city-owned historical Opera House building located at 1225 Third Street on January 2, 2024; and

WHEREAS, the fire sprinkler activation was unforeseen and beyond the control of the City; and

WHEREAS, the fire sprinkler activation resulted in several hundred gallons of water being released into the third floor of the building, which then flowed down through all floors and into the basement, causing water accumulation and damage; and

WHEREAS, the resultant water release and accumulation furthermore posed an immediate risk of additional property damage if left untreated, resulting in an emergency situation as defined in RCW 39.04.280(3); and

WHEREAS, the Opera House is used for numerous public events, and the water release and accumulation prevented use of the Opera House for these events; and

WHEREAS, under the circumstances, the City was not able to comply with its normal bidding and procurement process to complete the repair in a timely manner; and

WHEREAS, the Mayor declared an emergency situation on January 4, 2024, with regards to the fire sprinkler activation in the Opera House; and

WHEREAS, City staff contracted with SERVPRO, which was able to respond to the City's request and is capable of performing the assessment and work necessary for water damage control activities; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARYSVILLE AS FOLLOWS:

Section 1. The City Council adopts, as its findings of fact, the recitals above.

Section 2. Pursuant to RCW 39.04.280, the City Council declares that an emergency existed on January 4, 2024 and waives the competitive bidding requirement for the water damage control activities to prevent further property damage.

Section 3. Pursuant to RCW 39.04.280, the City Council ratifies and approves the actions of staff and the Mayor to purchase materials and to contract with SERVPRO to perform water damage assessment and control activities in order to prevent further property damage to the Opera House, and to allow timely resumption of use of the building.

ADOPTED by the City Council at an open public meeting this _____ day of January, 2024.

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

ATTEST:

By _____
CHERI TABER, Deputy City Clerk

Approved as to form:

By _____
JON WALKER, City Attorney



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 22, 2024

SUBMITTED BY: Public Works Services Manager Skip Knutsen, Public Works

ITEM TYPE: Interlocal Agreement

AGENDA SECTION: **New Business**

SUBJECT: Interlocal Agreement for Equipment and Repair Services with Snohomish County

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Interlocal Agreement for Equipment and Repair Services with Snohomish County.

SUMMARY: An Interlocal Agreement with Snohomish County regarding Fleet Equipment Maintenance and Service has been in place since 2013 and the final extension expired at the end of 2023. This new agreement, with an initial term of 5 years, will provide the City with equipment maintenance, repair and upfit services performed by Snohomish County Fleet Services.

ATTACHMENTS:
[Interlocal SnoCo Fleet Services.pdf](#)

Snohomish County
Department of Facilities & Fleet
Fleet Services Division
3402 McDougall Avenue
Everett WA 98201

INTERLOCAL AGREEMENT FOR EQUIPMENT MAINTENANCE AND REPAIR SERVICE

This Equipment Maintenance And Repair Service Agreement is entered into by and between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as the “County”), and the City of Marysville, a municipal corporation of the State of Washington (hereinafter referred to as the “Agency”). In consideration of the mutual promises contained in this Agreement and the mutual benefits to result therefrom, the parties agree as follows:

1. Purpose and Scope of Services. The purpose of this Agreement is to make available to the Agency equipment maintenance, repair and upfit services (“Services”) performed by the County or under third party vendor contracts entered into by the County, pursuant to the authority contained in RCW 39.34.080 and chapter 36.33A RCW.
2. Scheduling Work. The Agency may request that the County provide Services for Agency vehicles and equipment. The Agency shall contact the County’s Shop Supervisor or Communication Repair Technician to request Services and coordinate scheduling. The Agency will provide a description of the asset and any additional information necessary to perform Service requested. If the County is unfamiliar with the particular make and model of the vehicle/equipment, the County may decline the request. When Agency vehicles are in need of scheduled maintenance or unscheduled repair or upfit, such Service will be provided at the County’s Shop Supervisor’s discretion considering County resources and availability. Emergent repairs will be undertaken as soon as reasonably possible given County resources and availability.
3. Transportation. The Agency shall transport its vehicles or equipment to and from a County Service Location designated by the County. In situations where the vehicle or equipment is inoperative, the County’s Shop Supervisor will determine whether the vehicle or equipment shall be towed to the County location at the Agency’s expense, or repaired at the Agency location.
4. Maximum Cost For Repairs--Extent of Work. The cost for each Service order shall not exceed one thousand dollars (\$1,000.00) without consultation by the County with the Agency. If the cost for Services is estimated to exceed one thousand dollars, the County will notify the Agency Administrator, named below. The Agency Administrator will advise the County whether or not to proceed with

specified Service order. Service estimates provided by the County are estimates only; regardless of the cost, if in the course of performing Services costs are estimated to exceed an original estimate by more than five hundred dollars (\$500), the County will contact the Agency Administrator for permission to proceed with Services.

5. Service Location. The County's three shop locations ("Service Location") are located at Everett, Arlington or Cathcart.

Everett: 3402 McDougall Avenue, Everett WA 98201
Arlington: 19700 67th Avenue NE, Arlington WA 98223
Cathcart: 8915 Cathcart Way, Snohomish WA 98296

6. Compensation. Compensation for Services rendered during the initial and extension terms of this Agreement shall be based on rates approved annually through the County Council budget process and formally distributed by December 1st of the calendar year.

- a. County inventory parts shall be supplied at cost plus the County's standard markup rate for services provided in calendar year 2024 to 2028, and, if applicable, any extended term.
- b. During calendar year 2024, County labor shall be billed at the following rates:
 - i. One Hundred Fifteen and 00/100 Dollars (\$115.00) per hour for Light Equipment Services;
 - ii. One Hundred Forty and 00/100 Dollars (\$140.00) per hour for Heavy Equipment Services;
 - iii. One Hundred Fifteen and 00/100 Dollars (\$115.00) per hour for two-way radio equipment repair Services; and
 - iv. Eighty Five and 00/100 Dollars (\$85.00) per hour for Small Power Equipment.
 - v. Overtime labor shall be provided at 1.5 times the above listed hourly rate.
- c. Equipment categories are further defined as follows:
 - i. "Small Power Equipment" = small gasoline or diesel powered equipment; portable equipment such as chainsaws, weed-eaters, backpack blowers, water pumps, generators, compactors and lawn mowers. This class would typically include small garden tractors and riding lawn mowers.

- ii. “Light Equipment” = Automotive/Light Duty – Passenger cars, law enforcement vehicles and pickup trucks up to 1-ton category (Ford F350 equivalent).
- iii. “Heavy Equipment” = Trucks above 1-ton category (F450 equivalent and above) and including dump trucks, vactor trucks, street sweepers, backhoes, aerial lift “bucket” trucks, road graders, snow removal equipment, and other municipal heavy equipment, usually diesel powered.
- iv. “Two-Way Radio Equipment” = Emergency and public service two way radio systems and associated accessories and hardware.

d. Vendor repairs shall be provided at County cost plus 15% markup, plus labor for transporting to and from vendor, and direct purchase non-inventory parts shall be supplied at cost +15%.

e. Rates for years 2025 - 2028, and any extended term, will be based on rates approved through the County Council budget process. Rates will be based upon the County’s actual cost to perform the Services, including employee wages. The County will notify the Agency in writing of any changes to rates set forth in Section 6 by December 1st of the year preceding the year for which the rates apply. Such new rates shall apply to all Services performed for the Agency starting January 1 of the subsequent year.

6.1. Itemized Statement. At the close of each calendar month, the County shall provide the Agency with an itemized statement detailing the cost of Services, including all categories of items listed in this section.

6.2. Payment. The Agency shall pay the County for services rendered within thirty (30) days after receipt of the statement.

7. Term/Termination/Extension. This Agreement shall govern Services provided from January 1, 2024, through December 31, 2028 (“Initial term”), PROVIDED, HOWEVER, that the term of this Agreement may be extended for one (1) additional five (5) year term, with mutual agreement of the County and the Agency, FURTHER PROVIDED, HOWEVER, that the County’s obligations after December 31, 2024, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

Either party may terminate this Agreement by providing not less than ninety (90) days written notice of the intent to terminate to the other party. The Agency shall remain responsible for payment for all Services provided up until the date of termination.

8. Indemnification. The Agency shall hold harmless, indemnify, and defend, at its own expense, the County, its elected and appointed officials, officers, employees, and agents from any loss or claim for damages of any nature whatsoever arising out of the City's or Agency's performance of this Agreement, including claims by the City's or Agency's employees, or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.

The County shall hold harmless, indemnify, and defend, at its own expense, the Agency, its elected and appointed officials, officers, employees, and agents from any loss or claim for damages of any nature whatsoever arising out of the County's performance of this Agreement, including claims by the County's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the Agency, its elected and appointed officials, employees, or agents.

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 COUNTY and the AGENCY, their officers, employees, and agents, each party's liability hereunder shall be only to the extent of their respective negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes both the County's and the City's or Agency's waiver to each other only, of their respective immunity under Industrial Insurance, Title 51 RCW, solely for purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

9. Insurance. The Agency is a member of a self-insured pool of municipal corporations that has coverage at least equivalent to \$1 million per occurrence combined single limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

The County maintains a fully-funded self-insurance program as defined in Snohomish County Code 2.90 for the protection and handling of the County's liabilities, including injuries to persons and damage to property. The self-funded program will respond if an incident occurs involving negligence of County employees acting in the scope of their employment. The County agrees to be responsible for Agency vehicles while in the County's care, custody and control.

10. Notices. All notices required to be given by any party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed as provided in this paragraph.

AGENCY:
City of Marysville
Attn: City Clerk
80 Columbia Avenue
Marysville WA 98270

COUNTY:
Snohomish County Fleet Services
Attn: Fleet Manager
3402 McDougall Avenue
Everett WA 98201

11. Administrators. Administrators of this Agreement shall be (i) County Fleet Manager at the "COUNTY" address above; and (ii) City of Marysville.
14. Jurisdiction. This Agreement has been made and shall be construed according to the laws of the State of Washington. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington in and for Snohomish County.
15. Independent Contractor. The parties agree and understand that the County is providing services as an independent contractor and no separate legal or administrative entity is created hereby. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be the employees and agents of the County and not the Agency. The County shall be responsible for salaries, wages, compensation and taxes arising out of the performance of this Agreement. The County's standards of performance and County personnel policies shall govern the performance of all work or services provided under this Agreement.
16. Severability. If any provision of the Agreement or its application to any person or circumstance is held to be invalid, such decision shall not affect the validity of the remaining portions of this Agreement or its application to other persons or circumstances.
17. Amendment. This Agreement may only be modified or amended in writing, signed by both parties.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

18. Entire Agreement. This Agreement represents the entire agreement between the County and the Agency, superseding all prior negotiations, representations or agreements, written or oral.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed by their official representatives this ____ day of _____, 2024.

SNOHOMISH COUNTY

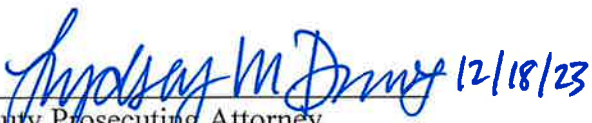
CITY OF MARYSVILLE

By: _____
County Executive

By: _____
Name/Title:

Approved As To Form:

ATTEST:



Deputy Prosecuting Attorney

City Clerk

Approved As To Form

City Attorney



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 22, 2024

SUBMITTED BY: Human Resources Director Hodgson, Human Resources

ITEM TYPE: Memorandum of Understanding

AGENDA SECTION: **New Business**

SUBJECT: Memorandum of Understanding Between the Teamsters Local 763 and the City of Marysville.

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Memorandum of Understanding with Teamsters Local 763.

SUMMARY: The Memorandum of Understanding increases the Mechanics employee pension contribution rate to \$2.50 per hour effective 2/1/2024. This increase to the employee contribution as passed by employee on December 21, 2023.

ATTACHMENTS:
[2024 Teamsters Pension MOU.pdf](#)

MEMORANDUM OF UNDERSTANDING

to the

AGREEMENT

by and between

CITY OF MARYSVILLE, WASHINGTON

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS

LOCAL UNION NO. 763

(Representing Employees of the City of Marysville)

January 01, 2023 through December 31, 2025

THIS MEMORANDUM OF UNDERSTANDING is by and between the CITY OF MARYSVILLE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

On December 21, 2023, the bargaining unit held a vote on increasing the payroll diversion to the Western Conference of Teamsters Pension Trust on behalf of the Mechanics as follows:

ARTICLE 10 PENSION

- 10.1 The bargaining unit shall determine with a vote of eligible members the amounts, if any, that will be diverted from payroll increases into the Western Conference of Teamsters Pension Trust. The vote may be held annually. The Union will notify the Employer of the amount to be made by payroll diversion following the vote. Any contribution change will be applied by the Employer effective the first of the month after thirty (30) days' notice is received by the Employer from the Union.

Mechanics

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2,080) hours per calendar year.

<u>Effective</u>	<u>Hourly Contribution</u>
02/01/2022	Two dollars and zero cents (\$2.00)
02/01/2024	Two dollars and fifty cents (\$2.50)

Parks and Public Works Departments

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2,080) hours per calendar year.

<u>Effective</u>	<u>Hourly Contribution</u>
01/01/2012	One dollar and ten cents (\$1.10)
04/01/2019	One dollar and thirty-five cents (\$1.35)

Police Department and Office-Clerical Employees In All Departments

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2,080) hours per calendar year.

<u>Effective</u>	<u>Hourly Contribution</u>
01/01/2002	Five cents (\$0.05¢)
01/01/2021	One dollar and five cents (\$1.05)

Solid Waste

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2,080) hours per calendar year.

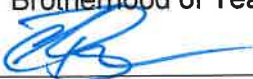
<u>Effective</u>	<u>Hourly Contribution</u>
02/01/2022	Two dollars and zero cents (\$2.00)

- 10.2 The total amounts due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.
- 10.3 Probationary Employees – For regular employees working in the Parks and Public Works Department, Solid Waste, Mechanics and Clerical employees serving a probationary period, the Employer will pay an hourly contribution rate of ten cents (\$0.10) during the probationary period, but in no case for a period longer than the first ninety (90) calendar days from the date of hire. If and when this period is completed, the full standard contribution rate shall apply.
- 10.4 Notwithstanding any provision to the contrary that may be contained elsewhere within this Agreement, the Employer shall pay the Teamsters Pension contribution set forth within Section 10.1 on behalf of all employees performing bargaining-unit work; and for purposes of this Section the bargaining unit shall be defined as follows:
- All employees hired and/or performing work within the classifications of Appendix "A" shall be included within the scope of the bargaining unit. However, pension contributions shall not be remitted on employees within the bargaining unit who are considered to be temporary, seasonal, and/or casual employees.
- No person or third-party beneficiary shall interpret this Agreement such that "field or playground work" shall be considered bargaining unit work regardless of the similarity of work, tools, supervision, or other characteristic. The Union specifically and unequivocally disclaims any work performed by seasonal field or summer recreation employees and confirms that such work is not bargaining-unit work.
- 10.5 In the case where there are payouts of accrued hours (vacation, compensatory time, or sick leave), pension must be contributed on all hours, not to exceed an annual number of two thousand eighty (2,080) hours as set forth in Section 10.1.
- 10.6 In the case where an employee within the bargaining unit goes on a leave without pay status, pension contributions will not be remitted for hours that are in a non-paid status. Pension contributions will be remitted only for compensable hours during the leave status.

PUBLIC, PROFESSIONAL & OFFICE-
CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763, affiliated with the
International Brotherhood of Teamsters

CITY OF MARYSVILLE, WASHINGTON

By


Chad Baker, Secretary-Treasurer

By

Jon Nehring, Mayor

Date

1-4-24

Date



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 22, 2024

SUBMITTED BY: Human Resources Director Hodgson, Human Resources

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Teamsters Local 763 Settlement Agreement Extension

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute the Teamsters Settlement Agreement Extension.

SUMMARY: The City and Teamsters Local #763 agreed to a Settlement Agreement for the Police Records Unit in October 2022 which included a temporary schedule change in the unit from 24/7 operations due to staffing levels. The original agreement was set to expire on April 30, 2023 and was extended to October 31, 2023. The City and Teamsters have agreed to extend the temporary schedule change for an additional 6 months to expire no later than April 30, 2024 after which the department would return to 24/7 operations. The extension provisions are in section 4 of the provided agreement. We are requesting approval for the Mayor to sign the Settlement Agreement extension as presented.

ATTACHMENTS:
[PD_Records - Settlement Agreement Extension 4.30.24.pdf](#)

SETTLEMENT AGREEMENT

By and Between

CITY OF MARYSVILLE

And

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS

LOCAL UNION NO. 763

(Representing Employees of the City of Marysville)

January 01, 2023 through December 31, 2025

This Settlement Agreement reflects the understandings of the City of Marysville, hereinafter referred to as the "City," and Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763, hereinafter referred to as the "Union," regarding (a) the temporary assumption of certain duties by the Marysville Police Officers Association (herein referred to as the "Association") that have traditionally been performed by the Union, and (b) changes made to the Records Technician job description and duties, and (c) the jail board grievance settlement.

1. Temporary Assumption of Certain Duties.

Given reduced staffing and the training of new staff within the Police Records Unit, the hours of the unit will be temporarily reduced from twenty-four (24) hours, seven (7) days a week to seventeen and one-half (17.5) hours, seven (7) days a week. As a result, during the closure times, several duties traditionally performed by the Union work group will be transferred to members of the Association and Snohomish County 911.

The parties agree that during the hours of 2200-0630, seven (7) days a week, the patrol sergeants will perform confirmation of all City of Marysville protection orders; the custody corporals will perform verification of all City of Marysville warrants, and the City's contracted radio dispatch center (Snohomish County 911) will perform computer entries and locates for missing persons, stolen vehicles, stolen/lost guns and stolen/lost license plates.

The parties further agree that shift bids shall be rebid by seniority for the duration of this Agreement. Additionally, shift bids will be reposted after this Agreement expires and upon the return to the normal operating schedule for the remainder of the year (2023). During this time, if an employee previously received a shift differential, but their shift is moved to accommodate the new schedule, no reduction in pay will result.

Operational issues that arise from the shifting of duties during the duration of this Agreement will be addressed through joint Labor-Management discussions. At the conclusion of this Agreement, the parties will convene and discuss operational impacts and determine the benefit or detriment of any of the changes made to address staffing shortages.

The parties further agree that by virtue of this agreement, the Union is not relinquishing rights to the above-listed work that is temporarily reassigned to another bargaining unit; nor does this agreement impact open negotiations between the City and the Union.

Both parties further agree to continue these operational changes as contemplated in this Section 1 for a period not to exceed six (6) months, anticipated to be through April 30, 2023. These operational changes may furthermore be terminated through mutual agreement at any time or unilaterally by management at such a time that the records unit is fully staffed and trained, given fourteen (14) days' notice to the Union.

Both parties agree that in the future, management may reinstate a move to a non-24-hour service schedule and temporarily reallocate overnight work if staffing levels in the Police Department Program Specialist classification assigned to work the 24/7 shift drops to six (6) full-time equivalents (FTEs) or less. Management will notify and coordinate with the Union through a joint Labor Management Committee (JLMC) prior to implementation.

2. Changes Made to the Records Technician Job Description and Duties.

In consideration of the mutual promises and covenants contained in this Settlement Agreement, both parties further agree to the following permanent changes related to the Records Technician job description and duties. Management recognizes that new duties will be added progressively in accordance with staffing and training as follows:

- (a) Jail board monitoring duties shall be removed. CCTV monitoring of the evidence facilities will be retained.
- (b) Assist with public disclosure and redaction of body-worn camera video in coordination with the confidential administrative specialist (program coordinator) shall be added as staffing levels/training allows.
- (c) Providing fingerprinting services to the public shall be added as staffing levels/training allow.
- (d) Jail billing shall be added; reconciliation remains a duty of the Records Lead position.

Both parties agree that upon the date of this Agreement (signature), Police Records Technician shall be reclassified from U30 to U35. Employees will be placed in the closest comparable step and above the employees' current step within the Union's pay grid, effective the next pay period (1st or 16th of the month). Additionally, an employee's anniversary date will not be affected by the reclassification.

In further consideration of the mutual promises and covenants contained in this Agreement, the Union agrees to the following:

- (a) The Union hereby withdraws grievances BD-22-005 and BD-22-008 with prejudice, and the parties shall each pay half of the expense for cancelation of the scheduled arbitration.
- (b) This settlement shall not prohibit a future grievance alleging an error in applying payment as described in Section 2 of this Agreement or other specific violations of the Collective Bargaining Agreement.
- (c) Any disputes regarding interpretation or application of this Agreement will be subject to the grievance/arbitration procedures in the Collective Bargaining Agreement between the parties.
- (d) This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof and may not be amended or modified except in writing signed by all parties.

3. Extension of this Settlement Agreement through October 31, 2023.

As the parties drew near to the expiration date of this Settlement Agreement, the City approached the Union to request an extension of ninety (90) days. The reasons for requesting the extension are as follows:

- (a) Staffing levels have increased but have yet to stabilize.
- (b) Changing schedules now with little notice would prove disruptive to the employees and City operations.

Therefore, the parties agree to extend the provisions of this Settlement Agreement through the date of October 31, 2023. The parties agree to schedule joint Labor-Management Committee

meetings to discuss and prepare for the transition back to the conditions that existed before entering into this Agreement in order to provide as much advance notice as possible to affected employees.

Except as expressly provided in this Agreement, all other terms and conditions of the original Collective Bargaining Agreement and any subsequent amendments, addenda or Memoranda of Understanding thereto, shall remain in full force and effect.

4. Second extension of this Settlement Agreement through April 30, 2024.

As the parties drew near to the expiration date of the extended Settlement Agreement, the City approached the Union to request an extension to March 31, 2024. The reasons for requesting the extension are due to staffing levels having increased but yet to stabilize.

Therefore, the parties agree to extend the provisions of the original Settlement Agreement through the date of April 30, 2024. The parties agree to schedule joint Labor-Management Committee meetings to discuss and prepare for the transition back to the conditions that existed before entering into this Agreement in order to provide as much advance notice as possible to affected employees.

Except as expressly provided in this Agreement, all other terms and conditions of the original Collective Bargaining Agreement and any subsequent amendments, addenda or Memoranda of Understanding thereto, shall remain in full force and effect.

CITY OF MARYSVILLE

TEAMSTERS LOCAL 763

By _____
Jon Nehring
Mayor

By  _____
Liz Brown
Business Agent

Date _____

Date 1-9-24



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 22, 2024

SUBMITTED BY: Thomas Boydell, Executive

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Supplemental Agreement No. 4 with Perteet for Riverwalk Environmental Services

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

SUMMARY: Original contract dated April 12, 2023. Three prior amendments. Contract total is \$147,892. In this supplemental agreement, the total budget does not change. This supplement is to revise description of tasks in the scope of work and reallocate approximately \$18,000 of the budget between tasks.

Scope changes are as follows:

- A. Revision to Task 400.
- B. Addition of Task 700 description to better define and expand on scope previously described in brief format under Task 400. (Note that Task 700 was included previously in the budget summary in Supplement No 2 but the scope narrative was not included; this reconciles that.)
- C. Budget savings under Task 500 are reallocated to Task 400, Subtasks 502, 503 and 506, and Task 600.

ATTACHMENTS:

[Supp No. 4 - Perteet - Maryville Riverwalk.pdf](#)

**SUPPLEMENTAL AGREEMENT NO. 4 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PERTEET, INC**

THIS SUPPLEMENTAL AGREEMENT NO. 4 (“Supplemental Agreement No. 4”) 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 Perteet, Inc., a Washington corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for environmental services related to the Riverwalk Project, site clearing, and planning for development (the “Original Agreement”), said Original Agreement being dated April 12, 2023; and

WHEREAS, the parties hereto have previously entered into two prior supplemental agreements; and

WHEREAS, the second supplemental agreement inadvertently reduced the term of the Original Agreement; 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 June 30, 2024.

2. Each and every provision of the Original Agreement for Professional Services dated April 12, 2023, shall remain in full force and effect, except as modified herein.

[SIGNATURES ON FOLLOWING PAGE]

DATED this _____ day of _____, 20____.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20____.

PERTEET, INC.

By Crystal L. Donner
Crystal L. Donner
Its: President

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A-3
Supplement No. 4
Marysville Riverwalk Waterfront Redevelopment
Revised Scope of Services

INTRODUCTION

This revised scope of services recognizes that cost savings were achieved in the original scope of services, specifically in the task associated with the floodplain modeling. This revised scope of services will authorize Perteet to utilize subconsultant fees that are not needed to complete the project to cover additional effort necessary to complete the requirements of the Supplement No 2 scope of services and to provide additional services to support the project through June 30, 2024. The additional effort relates to preparing documentation necessary for SEPA review and to complete grading plans. The requested changes to the Supplement No 2 budget are shown in the summary table at the end of the revised scope of services description.

Principal scope changes are:

- Revision to Task 400
- Addition of Task 700 description to better define and expand on scope previously described in brief format under Task 400. (Note that Task 700 was included previously in the budget summary in Supplement No 2 but the scope narrative was not included; this reconciles that.)
- Budget savings under Task 500 are reallocated to Task 400, Subtasks 502, 503 and 506, and Task 600.

Total budget does not change.

REVISED SCOPE OF SERVICES

This Scope of Services describes the work elements to be accomplished by the Consultant as summarized under each Task. Note that Tasks 200 and 300 were previously completed, and, therefore, are not included in Supplement No 4 Revised Scope of Services.

Scope and budget revisions consists of the following elements:

- Task-100 – Trailing Expenses
(No scope change, reallocate budget)
- Task 400 – Project Management and Administration
(Scope revised, reallocate budget)
- Task 500 – Environmental Permitting
(No scope change, reallocate budget)
- Task 600 – Clearing and Grading Plans
(Scope revised, reallocate budget)
- Task 700: Critical Areas Review and Mitigation Plan
(New scope language for previously approved budget)

Task 100 – Limited Field Investigation Trailing Expenses (No scope change, reallocate budget)

The Consultant completed Limited Field Investigations in May 2023. As part of that effort, an additional day of field effort was required because groundwater recharge rates required waiting overnight to complete groundwater sampling. This required a second day for the Consultant's drilling contractor to be on-site. This additional vendor fee was not included under Supplement #1. This task authorizes an additional \$3,103.10 (vendor fee plus markup) to be added to the Task 100 budget.

Task 400 – Project Management and Administration (Scope revised, reallocate budget)

The Consultant will provide sufficient administration and management to deliver the scope of services and regularly report on progress of scope, budget, and schedule commitments.

Work elements include:

- Internal project team coordination.
- Routine communication with the Client.
- Submit monthly progress report and invoices.
- Manage changes to scope, budget, or schedule elements of the project.

Assumptions:

- The level of effort for each task is limited to the amount of labor and expenses in the attached fee. Additional effort beyond these limits will be considered extra work.
- All deliverables will be submitted electronically.
- The project will extend through June 30, 2024.

Deliverables:

- Monthly progress reports and invoices.

Task 500 – Environmental Permitting (No scope change, reallocate budget)

The Consultant will provide environmental documentation and permitting assistance as required for the project. Permits not identified in this section will be obtained by the City or individual developers.

Subtask 501: Hydraulic Project Approval (HPA)

The Consultant will complete the Joint Aquatic Resources Application (JARPA) to include jurisdictional stream and other surface water impacts related to filling of the site and submit for a Hydraulic Project Approval (HPA) from the Washington Department of Fish and Wildlife (WDFW).

Work elements include:

- Coordinate a site visit with WDFW.
- Complete the JARPA form and applicable appendices.
- Submit the JARPA and relevant application materials for an HPA.

Assumptions:

- The City will amend the downtown core zone of the Master Plan Development to incorporate a portion of the filled-in lagoon and revise the SEPA determination.
- The SEPA determination is required to apply for the HPA.
- Project information from the critical area report and other in-scope engineering documents are assumed to be adequate for HPA review and issuance.
- One (1) minor revision to the JARPA is assumed after the HPA submittal review.
- The HPA will be approved based on the submitted information and will not be appealed.
- The JARPA will be completed for all permits needed, including Shoreline Substantial Development Permit (Subtask 2.2), Section 404 Permitting (Subtask 2.3).

Deliverables:

- Electronic copy of the draft and final JARPA and HPA submitted information.

- Correspondence via email.

Subtask 502: Shoreline Substantial Development Permit (SSDP) Supplemental Documentation

The Consultant will complete the previously drafted shoreline permit documentation to demonstrate consistency with the Marysville Shoreline Master Program (SMP).

Work elements include:

- Conduct a flood study to demonstrate no net loss of hydrologic characteristics and flood storage.
- Prepare a Shoreline Enhancement Planting Plan, per the SMP.

Assumptions:

- The Consultant will rely on the SMP's depiction of the Shoreline Jurisdiction and shoreline environment designations (SMP, Figure 1. Shoreline environment designations for City of Marysville – Ebey Slough and associated shorelands, 3/20/20) for mapping and area calculations.
- Includes the JARPA prepared in Subtask 2.1
- Critical Area Report and Mitigation Plan prepared in Task 1.

Deliverables:

- Electronic copy of shoreline permit documents
- Correspondence via email

Subtask 503: Federal Corps 404 Permitting and Related Consultations

The on-site watercourse is presumed to be a jurisdictional Water of the United States (WOTUS) and is regulated under the Corps of Engineers 404 permit program. The existing watercourse will be abandoned, and a new conveyance designed.

Activities:

- Prepare, assemble, and electronically submit Federal Corps 404 permit application materials.
 - Includes the JARPA prepared (Subtask 502).
 - Project drawings.
 - Biological Evaluation (Subtask 504).
 - Critical Area Report and Mitigation Plan prepared (Task 700).

Assumptions:

- Assumes 30% design and WDFW's review and approval of the HPA.
- Assumes the project falls under the jurisdiction of Section 404 of the Clean Water Act as of the date of this scope of services.
- The JARPA form used for the HPA will also be used and submitted for the 404 permit review.
- Activities to be permitted will fall under programmatic Nationwide Permits (NWP). An individual 404 permit will not be required.
- A Cultural Resources Screening and Compliance Considerations memo was prepared on 5/3/23 and will be included in the Corps 404 submittal package.
- If additional analysis or changes in potential impacts is required by Corps/Ecology/Services/tribes or other review entities, such work will be considered as an additional service beyond this scope of work.

- The 401 Water Quality Certification will be certified by the Corps under NWP 14; separate consultation with Ecology for 401 reviews will not be necessary. If a separate 401 submittal is required by the Corps, that effort may require a supplement to this agreement.
- Corps figures and maps will be specially formatted from project information to meet Corps requirements for JARPA review and will be separate from design drawings that support roadway improvements.
- Twelve (12) hours of consultation time is budgeted in this task to stay connected with the Corps via email and telephone to facilitate agency.
- One (1) minor revision and resubmittal of 404 permit information under this task is budgeted in this task.

Deliverables:

- Draft and final Corps 404 JARPA submittal package in electronic format with specially formatted 8.5" x 11" project drawings for City review before submittal of Final JARPA to Corps.
- Facilitation of submittal review with the Corps and one (1) minor revision and resubmittal; up to three (3) months of weekly or biweekly check-in with the Corps is assumed.

Subtask 504: Biological Evaluation (BE) for Corps 404

The Consultant will prepare a Biological Evaluation to facilitate Section 7 Endangered Species Act consultation requirements of a Corps Permit with the NMFS and USFW, otherwise known as the Services. Essential Fish Habitat under the Magnuson Stevens Act will also be addressed. The Biological Evaluation will be prepared and submitted to the Corps with the JARPA package to indicate the understood Area of Potential Effect (project footprint) and Action Area showing the environmental and biological context of listed wildlife species. An existing conditions map identifying species considerations will be GIS to illustrate the project location and watershed resources in the Action Area.

Assumptions:

- Potential project impacts are assumed to include temporary stream impacts.
- Mitigation for impacts will be described in critical areas documents and cited in the BE.
- Project drawings and construction sequence information from other scope tasks will be utilized for the BE. No special design plans or concept modifications are assumed for the BE effort or for Section 7 ESA Consultation. A “May Affect but Not Likely to Adversely Affect” determination is assumed based on avoidance of potential downstream impacts and effects to listed species on Essential Fish Habitat.
- A pollutant loading analysis such as HIRUN is not assumed to be required and is not scoped for this BE.
- The BE will include aquatic life protection water quality monitoring and protection protocols as may be required by the Services.
- If Additional analysis beyond this scope is requested during Corps NMFS or USFW review, such work will be considered as an additional service beyond this scope of work and may necessitate a supplemental scope and fee.

Deliverables:

- Draft and final Biological Evaluation for Corps 404 Coordination, PDF format.

Subtask 505: Floodplain Development Permit (City) and CLOMR-F (FEMA)

The Consultant will prepare a floodplain development permit application and facilitate the CLOMR-F application process, including preparation of the ESA documentation required by FEMA and compilation of the required documentation for the CLOMR-F application for City review and signature prior to submittal. The floodplain development permit application will include the fill, grading, and other activities within the regulatory floodplain required to achieve an approved LOMR-F.

Assumptions:

- Floodplain storage will be addressed in the SSDP permitting process.
- No other special studies will be required for the floodplain permit.
- The CLOMR-F application will be submitted by the Consultant using the FEMA Online Letter of Map Change website, after the proposed grading plan is approved. (Note: The \$700 fee will be paid by directly the City after initial submittal of the application by the consultant to FEMA; this fee is not included in the consultant project budget.)
- City will provide a licensed professional surveyor to prepare the proposed elevations and legal descriptions required for the CLOMR-F application “Elevation Form” under a separate contract.
- The BE evaluation required for the Corps Section 7 consultation will provide necessary effects determination for the CLOMR-F ESA evaluation. The effort for this task will include preparing a technical memo to describe federal permitting process occurring under a separate task.
- LOMR-F application will be prepared under a separate scope of work after grading reflects the proposed conditions.

- The City will sign the CLOMR-F application "Community Acknowledgement Form."

Deliverables:

- Completed floodplain development permit application.
- Completed CLOMR-F application, including ESA documentation, using the MT-1 Form.

Subtask 506: Section 106 Cultural Resources Submittal

Because the project involves the filling of the existing sites the assessment will consist solely of records research, a site visit, and inquiries with state and tribal agencies. The Consultant will check the Washington Department of Archaeology and Historic Preservation (DAHP) Washington Information System for Architectural and Archaeological records Data (WISAARD) for information about previous cultural resources assessments in the project vicinity and identified archaeological sites. Other background information may be collected from geotechnical studies, local historical societies, libraries, and ethnographic accounts. Cultural resources staff from local affected Tribes will also be contacted about the project to solicit any information they would like to share about the area. This is a technical inquiry only and does not substitute for formal consultation that may be required by law.

Perteet will prepare a report that will include a description of the project, a summary of the background research, and an assessment of the project's potential for affecting buried pre-contact or historical archaeological sites. The report will be suitable for submission to Tribes, DAHP, and as part of the Section 106 Consultation with the Army Corps of Engineers.

Assumptions:

- The report will undergo one (1) round of review.
- No Historic buildings will be evaluated or recorded.
- No archaeological fieldwork will be completed.

Deliverables:

- Draft report, 1 PDF by email.
- Final report, 1 PDF by email, submitted to DAHP by Perteet.

Task 600 – Clearing and Grading Plans (Scope revised, reallocate budget)

The Consultant will prepare clearing and grading plans to comply with the City's Grading Permit Requirements.

Work elements include:

- Develop a clearing and grading plan set showing cut and fill extents, proposed drainage and site topography, a cross-section drawing showing existing soils and proposed final grade elevations, clearing limits, erosion and sediment control methods, and site stabilization methods control measures.
- Prepare a grading plan sheet that reflects the current floodplain boundary and the proposed floodplain boundary.
- Prepare grading plan supporting documentation, including SEPA checklist and grading permit application.
- Assist with permit processing and utility coordination activities.

Assumptions:

- Plans will identify utility improvement/abandonments and proposed improvements.
- The Consultant will identify sources of fill material, including checking with Snohomish County about airport soil that may be available for filling the site.
- One round of edits in response to permit reviews.

Deliverables:

- Electronic set of grading plans.

Task 700: Critical Areas Review and Mitigation Plan (new scope language for previously approved budget)

The Consultant will conduct a critical area review per MMC 22E.010 to identify and document regulated critical areas (i.e., wetlands and fish and wildlife habitat conservation areas) in and near the project area and prepare a critical area report. In addition, the Consultant will prepare a conceptual plan to address filling of the jurisdictional ditch that is currently conveyed through the Public Works property.

Work elements include:

- Evaluate available natural resources maps and database information to determine the potential for critical areas and/or buffers within the project corridor.
- Conduct a field visit to identify and evaluate critical areas in the area and prepare a critical area report.
- Confirm the mitigation approaches for the jurisdictional stream filling through the Public Works property. This will include one meeting with the City team to review historical stream information and determine options that supports the Riverwalk development objectives.
- Prepare a conceptual design and mitigation plan for the proposed jurisdictional stream filling.

Assumptions:

- Assumed critical areas in the project's vicinity include off-site wetlands to the east, ditched stream channel between off-site wetlands and Ebey Slough, and the fish and wildlife habitat conservations area of Ebey Slough.
- Scope does not include ordinary high-water mark (OHWM) delineation, wetland delineation, and/or field data collection.
- A supplement will be prepared for additional services as needed.

Deliverables:

- Pre-submittal depiction map figure of wetlands and streams for evaluation of impacts and to facilitate pre-submittal permit coordination (draft and final conceptual design drawings with permitting information via email).
- Draft and Final Critical Area Determination Report.
- Draft and final mitigation plan with preliminary impacts assessment narrative and regulatory review to consider permit implications and documentation requirements.
- Correspondence via email.

BUDGET REALLOCATION

TASK	Authorized Labor Budget	Invoiced through 12-31-23	Labor Balance	Subconsultant Budget	Subconsultant Due	Reallocation
100	Budgets Reconciled through Supplement #2					
200						
300						
400	\$ 4,370.00	\$ 3,353.75	\$ 1,016.25	\$ -		\$ 1,850.00
500	\$ 34,730.00	\$ 24,755.00	\$ 9,975.00	\$ 25,850.00	\$ 7,000.00	\$ (18,850.00)
501	\$ 3,830.00	\$ 2,187.50	\$ 1,642.50	\$ -		
502	\$ 3,880.00	\$ 7,613.75	\$ (3,733.75)			\$ 4,000.00
503	\$ 5,770.00	\$ 4,745.00	\$ 1,025.00	\$ -	-	\$ 1,000.00
504	\$ 8,310.00	\$ 1,211.25	\$ 7,098.75	\$ -	-	
505	\$ 7,920.00	\$ 4,447.50	\$ 3,472.50	\$ -	-	
506	\$ 5,020.00	\$ 4,550.00	\$ 470.00	\$ -	-	\$ 1,000.00
600 *	\$ 5,825.00	\$ 14,572.50	\$ (8,747.50)	\$ -	-	\$ 11,000.00
700	\$ 14,260.00	\$ 10,418.75	\$ 3,841.25	\$ -	-	
TOTAL	\$ 59,185.00	\$ 53,100.00	\$ 6,085.00	\$ 25,850.00	\$ 7,000.00	-

* NOTE: This task budget was approved as part of Supplement No 2. The revised scope of services Task 700 provides the work description which is the basis for this estimate.



Agenda Bill

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 22, 2024

SUBMITTED BY: Stephen Doherty, Information Systems

ITEM TYPE: Purchase Order

AGENDA SECTION: **New Business**

SUBJECT: Microsoft Enterprise Agreement Year-2 Subscription Payment

SUGGESTED ACTION: Recommended Motion: I move to authorize the Mayor to sign and execute all necessary documentation in regard to 2024 licensing for the city's Microsoft Enterprise Agreement in the amount of \$186,711.82.

SUMMARY: The City has received the year-2 invoice for our Microsoft Enterprise Agreement #70014250 in the amount of \$186,711.82. These charges are for the scheduled term of 1/1/2024 thru 12/31/2024 covering our current Microsoft license subscriptions under the agreement. This invoice total includes the cost of additional licenses which were added in 2023 to account for the total number of FTEs in the City. These costs were anticipated and budgeted for in our 2023-2024 Biennial Budget.

ATTACHMENTS:

[SHI Quote 24165484.pdf](#)
[REQ SHI 01 11-24 2023 - M365 Renewal.pdf](#)
[Adobe Physical Signature.pdf](#)



Pricing Proposal
Quotation #: 24165484
Reference #: EA# 70014250
Created On: 11/10/2023
Valid Until: 2/2/2024

WA-City of Marysville

Jeremiah Nyman

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Marysville, WA 98270
United States
Phone: (360) 363-8033
Fax:
Email: jnyman@marysvillewa.gov

Inside Account Manager

Michaela Knoblock

290 Davidson Avenue
Somerset, NJ 08873
Phone: 732-652-6427
Fax: 732-652-3004
Email: michaela_knoblock@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Entra ID P2 GCC Sub Per User Microsoft - Part#: MQN-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024	1	\$87.78	\$87.78
2 Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024	12	\$97.43	\$1,169.16
3 Defender O365 P1 GCC Sub Per User Microsoft - Part#: 3GU-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024	250	\$19.57	\$4,892.50
4 M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024	250	\$403.96	\$100,990.00
5 Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024	250	\$0.00	\$0.00
6 Defender O365 P1 GCC Sub Per User Microsoft - Part#: 3GU-00001 Contract Name: NASPO Cloud Solutions	132	\$19.57	\$2,583.24

Contract #: AR2488
Subcontract #: 05116
Coverage Term: 1/1/2024 – 12/31/2024

7	M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024	132	\$403.96	\$53,322.72
8	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024	132	\$0.00	\$0.00
9	Defender O365 P1 GCC Sub Per User Microsoft - Part#: 3GU-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024	18	\$19.57	\$352.26
10	M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024	18	\$403.96	\$7,271.28
11	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024	18	\$0.00	\$0.00

Subtotal	\$170,668.94
*Tax	\$16,042.88
Total	\$186,711.82

*Tax is estimated. Invoice will include the full and final tax due.

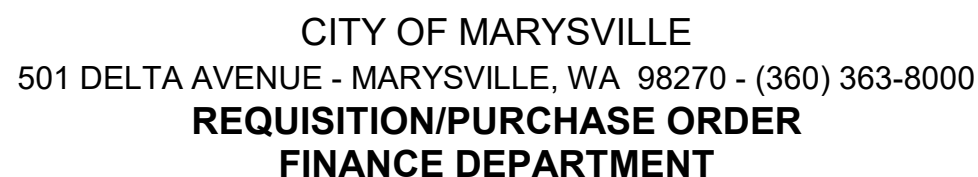
Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



DATE 01/11/24

Vendor	Order Requested by	Name	Department
SHI		Stephen Doherty	IS
Vendor Contact	Order Received by	Name	Department
Gianna Colgero 290 Davidson Ave Somerset, NJ 08873 732-652-4773 gianna_colgero@shi.com		Jeremiah Nyman	IS

Invoices are due Friday for consideration in the following Wednesday check run. Checks are mailed on Friday's. If any special circumstance requires special handling please highlight your request in the box provided.

<i>SPECIAL HANDLING</i>		
INTEROFFICE MAIL		
NAME		
DEPARTMENT		
DISCOUNT	AMOUNT	DATE
Separate Checks for SAME VENDOR? Y N		
Other Instructions		

DATE 01/11/24



Program Signature Form

MBA/MBSA number

Agreement number

6564327

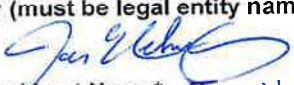
Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10635
Product Selection Form	1252706.005_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* City of Marysville	
Signature*	
Printed First and Last Name*	Jon Nehring
Printed Title	Mayor
Signature Date*	12/16/12
Tax ID 91-6001459	

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

70014250

Framework ID
(if applicable)

Previous Enrollment number
(Reseller to complete)

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:
- ☒ Enrolled Affiliate only
- ☐ Enrolled Affiliate and all Affiliates
- ☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):
- ☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:
- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Marysville

Contact name* First Stephen **Last** Doherty

Contact email address* sdoherty@marysvillewa.gov

Street address* 501 Delta Avenue

City* Marysville

State* WA

Postal code* 98270-4540-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 360-363-8000

Tax ID 91-6001459

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Stephen Last Doherty
Contact email address* sdoherty@marysvillewa.gov
Street address* 501 Delta Avenue
City* Marysville
State* WA
Postal code* 98270-4540-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 360-363-8000

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Stephen Last Doherty
Contact email address* sdoherty@marysvillewa.gov
Phone* 360-363-8000

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State* NJ
Postal code* 08873-4145
Country* United States
Contact name* Randy Lee
Phone* 1-888-764-8888
Contact email address* Randy_Lee@shi.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Randy Lee

Printed name* Randy Lee

Printed title* Licensing Executive

Date* December 19, 2022

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Proposal ID

1252706.005

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	250	250	1.0	No	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
M365 G3 GCC USL Unified	250

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	250	250	250	250

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	

Signature: *Siu Puteni*
Siu Puteni (Dec 19, 2022 17:51 PST)
Email: v-siput@microsoft.com