

CITY COUNCIL MEETING AGENDA



City of Lake Stevens Vision Statement

By 2030, we are a sustainable community around the lake with a vibrant economy, unsurpassed infrastructure and exceptional quality of life.

December 13, 2022 - 5:30 PM

TWO WAYS TO PARTICIPATE:

In Person: At the Mill, Sawyers Room, 1808 Main Street, Lake Stevens OR

Join Zoom Meeting: <https://us02web.zoom.us/j/87437724350>

or call in at (253) 215-8782 Meeting ID 874 3772 4350

Note earlier start time of 5:30 p.m.

1. **Call to Order**
2. **Pledge of Allegiance** Mayor
3. **Roll Call**
4. **Approval of Agenda** Council President
5. **Guest Business**
6. **Citizen Comments**
7. **Council Business** Council President
8. **Mayor's Business**
 - A. Recognition for Outgoing Councilmember Shawn Frederick
 - B. Citizen Award for Tina Mandella
9. **City Department Report**
 - A. Transportation Benefit District Update Aaron Halverson
10. **Consent Agenda**
 - A. 2022 Vouchers Barb Stevens
 - B. City Council Meeting Minutes of November 15, 2022 Kelly Chelin
 - C. City Council Meeting Minutes of November 22, 2022 Kelly Chelin
 - D. City Council Meeting Minutes of December 6, 2022 Kelly Chelin
 - E. Washington State Parks & Recreation Commission – Recreation Boating Program & Federal Financial Assistance Grant (MLE 123-408) Jeffrey Beazizo

- F. Washington State Internet Crimes against Children Task Force ILA Jeffrey Beazizo
 - G. Cancel the rest of December, 2022 Council Meetings Kelly Chelin
 - H. Ordinance 1151 - Source Control Olin Anderson,
Shannon
Farrant
 - I. Snohomish County Grant Interlocal Agreement Extension Erik Mangold
 - J. Snohomish County Crosswalk Upgrade Grant Interlocal Agreement Erik Mangold
 - K. Professional Services Agreement with LDC, Inc. for Design of S. Lake Stevens Multi-Use Path Phases II and III Erik Mangold
 - L. Professional Services Agreement with Transpo Group for Main Street Redevelopment Erik Mangold
 - M. Transpo Group Professional Services Agreement - Supplemental 2 Kim Klinkers
- 11. Council Interviews**
- A. Interviews for Council Vacancy, Position #3
- 12. Executive Session - Confidential Session per RCW 42.30**
- A. Discuss Qualifications of a Candidate for Appointment to Elective Office. Expected action to follow.
- 13. Adjourn**

THE PUBLIC IS INVITED TO ATTEND

The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Human Resources, City of Lake Stevens ADA Coordinator, (425) 622-9400, at least five business days prior to any City meeting or event if any accommodations are needed. For TDD users, please use the state's toll-free relay service, (800) 833-6384, and ask the operator to dial the City of Lake Stevens City Hall number.

NOTICE: All proceedings of this meeting are audio recorded, except Executive Sessions.

BLANKET VOUCHER APPROVAL
2022

Payroll Direct Deposits	11/25/22 & 12/10/22	\$684,085.02
Payroll Checks	57049 & 57055	\$4,145.55
Electronic Funds Transfers	ACH	\$240,418.66
Claims	57050-57054, 57056-57176	\$490,403.35
Void Checks		
Total Vouchers Approved:		\$1,419,052.58

This 13th day of December 2022

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment or a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Lake Stevens, and that I am authorized to authenticate and certify to said claim.

Finance Director/Auditing Officer, Barb Stevens

Mayor, Brett Gailey

December 13, 2022



City expenditures by type for this voucher packet			
Personnel Costs	\$	688,231	48%
Payroll Federal Taxes	\$	143,096	10%
Excise Tax	\$	268	0%
Retirement Benefits - Employer	\$	68,864	5%
Other Employer Paid Benefits	\$	436	0%
Employee Paid Benefits	\$	13,975	1%
Supplies	\$	71,118	5%
Professional Services	\$	409,170	29%
Refunds	\$	1,842	0%
Capital	\$	22,054	2%
Total	\$	1,419,053	100%

City of Lake Stevens Blanket Voucher Report

Checks to be approved for period 11/18/2022 - 12/08/2022

Total for Period
\$730,822.01

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
911 Supply Inc	INV-2-24048	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - J Tannen	57056	\$1,545.97
					57056 Total	\$1,545.97
A Worksafe Service Inc	327661	101 016 542 30 41 02	ST-Professional Service	Pre-Employment Drug Screening	57057	\$27.50
A Worksafe Service Inc	327661	410 016 531 10 41 01	SW - Professional Services	Pre-Employment Drug Screening	57057	\$27.50
					57057 Total	\$55.00
Ace Hardware	75263	001 010 576 80 31 00	PK-Operating Costs	Bar & Chain Oil	57058	\$16.72
Ace Hardware	75263	101 016 544 90 31 02	ST-Operating Cost	Bar & Chain Oil	57058	\$16.72
Ace Hardware	75263	410 016 531 10 31 02	SW - Operating Costs	Bar & Chain Oil	57058	\$16.72
Ace Hardware	75284	001 010 576 80 31 00	PK-Operating Costs	Chain Loops	57058	\$89.44
Ace Hardware	75296	410 016 531 10 31 02	SW - Operating Costs	Trash Can/Car Freshener	57058	\$43.18
Ace Hardware	75305	001 010 576 80 31 00	PK-Operating Costs	Drain Spade/Post Hole Digger	57058	\$112.35
Ace Hardware	75317	001 010 576 80 31 00	PK-Operating Costs	Trashbags	57058	\$9.81
Ace Hardware	75317	101 016 544 90 31 02	ST-Operating Cost	Trashbags	57058	\$9.82
Ace Hardware	75317	410 016 531 10 31 02	SW - Operating Costs	Trashbags	57058	\$9.82
Ace Hardware	75337	410 016 531 10 31 02	SW - Operating Costs	Propane Fuel	57058	\$13.07
Ace Hardware	75338	001 007 559 30 31 00	PB-Office Supplies	Pliers/Gloves for Code Enforcement	57058	\$33.80
Ace Hardware	75371	001 010 576 80 31 00	PK-Operating Costs	Twine/Tarp	57058	\$55.61
Ace Hardware	75378	001 012 575 50 31 00	CS- The Mill- Ops	Light Bulbs	57058	\$30.50
Ace Hardware	75380	001 010 576 80 31 00	PK-Operating Costs	Cleaning Supplies	57058	\$19.69
Ace Hardware	75380	101 016 544 90 31 02	ST-Operating Cost	Cleaning Supplies	57058	\$19.70
Ace Hardware	75380	410 016 531 10 31 02	SW - Operating Costs	Cleaning Supplies	57058	\$19.70
Ace Hardware	75381	001 008 521 50 30 00	LE-Facilities Supplies	Swiffer Duster Refills	57058	\$26.16
Ace Hardware	75405	001 008 521 50 30 00	LE-Facilities Supplies	Paper Towels	57058	\$41.45
Ace Hardware	75406	101 016 544 90 31 02	ST-Operating Cost	Spraypaint	57058	\$26.15
Ace Hardware	75415	101 016 544 90 31 02	ST-Operating Cost	Spraypaint/Painters Tape	57058	\$77.36
					57058 Total	\$687.77
Ace Hardware	75421	101 016 544 90 31 02	ST-Operating Cost	Brush Bowl Caddy	57059	\$32.70
Ace Hardware	75422	410 016 531 10 31 02	SW - Operating Costs	Shovels/Rakes	57059	\$1,374.20
Ace Hardware	75423	001 010 576 80 31 00	PK-Operating Costs	Shovels/Rakes	57059	\$588.94
Ace Hardware	75424	101 016 544 90 31 02	ST-Operating Cost	Window Wand Tool	57059	\$21.81
Ace Hardware	75451	001 010 576 80 31 00	PK-Operating Costs	Tapcube/Elbows/Adapters/Pipes/Pipe Cutter	57059	\$46.84
Ace Hardware	75451	101 016 544 90 31 02	ST-Operating Cost	Tapcube/Elbows/Adapters/Pipes/Pipe Cutter	57059	\$46.83
Ace Hardware	75451	410 016 531 10 31 02	SW - Operating Costs	Tapcube/Elbows/Adapters/Pipes/Pipe Cutter	57059	\$46.83
Ace Hardware	75455	001 010 576 80 31 00	PK-Operating Costs	Padlock	57059	\$6.55
Ace Hardware	75455	101 016 544 90 31 02	ST-Operating Cost	Padlock	57059	\$6.54
Ace Hardware	75455	410 016 531 10 31 02	SW - Operating Costs	Padlock	57059	\$6.54
Ace Hardware	75465	001 008 521 50 30 00	LE-Facilities Supplies	Keys/Fasteners	57059	\$13.67
Ace Hardware	75489	101 016 544 90 31 02	ST-Operating Cost	Cargo Straps	57059	\$82.89
Ace Hardware	75491	101 016 544 90 31 02	ST-Operating Cost	Countdown Timer	57059	\$25.03
Ace Hardware	75496	001 008 521 21 31 00	LE-Boating Minor Equipment	Marine Boat Decorations	57059	\$483.84
Ace Hardware	75497	001 012 575 51 31 00	CS- Grimm House - Operating	Keys	57059	\$11.30
Ace Hardware	75499	001 010 576 80 31 00	PK-Operating Costs	Bolts/Thread Rod	57059	\$10.45
Ace Hardware	75503	001 010 576 80 31 00	PK-Operating Costs	Fasteners	57059	\$0.38

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Ace Hardware	75519	001 010 576 80 31 00	PK-Operating Costs	Padlocks (12)	57059	\$268.26
					57059 Total	\$3,073.60
All Battery Sales and Service	300-10107054	001 010 576 80 31 00	PK-Operating Costs	LED Beacon/Flood Lamp/Worklamp	57060	\$337.80
All Battery Sales and Service	300-10107054	101 016 544 90 31 02	ST-Operating Cost	LED Beacon/Flood Lamp/Worklamp	57060	\$337.80
All Battery Sales and Service	300-10107054	410 016 531 10 31 02	SW - Operating Costs	LED Beacon/Flood Lamp/Worklamp	57060	\$337.80
					57060 Total	\$1,013.40
Amazon Capital Services	11CP-GQJL-HXCP	001 008 521 20 31 00	LE-Office Supplies	DVD-R Discs/Electric Stapler/Staples	57061	\$127.56
Amazon Capital Services	16TJ-WMGW-4NKY	001 008 521 20 31 00	LE-Office Supplies	Cards/Trash Can/Batteries	57061	\$146.00
Amazon Capital Services	1HPW-JN7X-HRMR	001 008 521 20 31 00	LE-Office Supplies	Batteries	57061	\$20.19
					57061 Total	\$293.75
Amazon Capital Services	14NY-TJT7-CWFR	410 016 531 10 31 02	SW - Operating Costs	RazorBack Potato & Refuse Hooks (14)	57062	\$970.20
Amazon Capital Services	1CRN-FQG3-GCFR	410 016 531 10 31 02	SW - Operating Costs	Chest Waders/Brochure Holders/Stormwater Mgmt Book	57062	\$695.83
Amazon Capital Services	1DXM-KYTX-3WG1	001 004 514 23 31 00	FI-Office Supplies	2023 Wall Calendars	57062	\$68.60
Amazon Capital Services	1K1N-Y9X6-4KCL	001 010 576 80 31 00	PK-Operating Costs	Honeywell Temp Scale/Bissell Carpet Shampooer	57062	\$120.70
Amazon Capital Services	1K1N-Y9X6-4KCL	101 016 544 90 31 02	ST-Operating Cost	Honeywell Temp Scale/Bissell Carpet Shampooer	57062	\$120.70
Amazon Capital Services	1K1N-Y9X6-4KCL	410 016 531 10 31 02	SW - Operating Costs	Honeywell Temp Scale/Bissell Carpet Shampooer	57062	\$120.70
Amazon Capital Services	1KD1-QDJ1-JKCF	001 013 518 20 31 00	GG-Operating Costs	Batteries	57062	\$19.93
Amazon Capital Services	1KD1-QDJ1-JKCF	001 007 559 30 31 00	PB-Office Supplies	Building Code Book Tabs	57062	\$9.24
Amazon Capital Services	1KD1-QDJ1-JKCF	001 007 558 50 31 00	PL-Office Supplies	Building Code Book Tabs/Business Card Holder	57062	\$23.42
Amazon Capital Services	1KD1-QDJ1-JKCF	001 003 514 20 31 00	CC-Office Supply	Cardstock	57062	\$7.79
Amazon Capital Services	1KD1-QDJ1-JKCF	001 005 518 10 31 00	HR-Office Supplies	Cardstock	57062	\$7.80
Amazon Capital Services	1KD1-QDJ1-JKCF	001 005 518 10 49 02	HR-Employee Recognition	Coloring Poster/Markers - Holiday Party	57062	\$20.70
Amazon Capital Services	1LMP-QJ64-PF1N	001 013 518 20 31 00	GG-Operating Costs	Copy Paper	57062	\$113.44
Amazon Capital Services	1LMP-QJ64-PF1N	001 007 559 30 31 00	PB-Office Supplies	Engineer Hammer - Glaser	57062	\$27.72
Amazon Capital Services	1LMP-QJ64-PF1N	001 007 558 50 31 00	PL-Office Supplies	Message Log Book - J Needham	57062	\$11.94
Amazon Capital Services	1WFH-VKGR-NXPR	101 016 544 90 31 02	ST-Operating Cost	Cabinet Lock/Deadbolt Lock	57062	\$39.09
Amazon Capital Services	1X9H-6D4R-CJKT	001 013 518 20 31 00	GG-Operating Costs	Janitorial Supplies	57062	\$29.46
					57062 Total	\$2,407.26
APWA Membership	904520	001 010 576 80 49 00	PK-Dues & Memberships	APWA Membership for 2023	57063	\$490.00
APWA Membership	904520	101 016 542 30 49 00	ST-Miscellaneous	APWA Membership for 2023	57063	\$490.00
APWA Membership	904520	410 016 531 10 49 00	SW - Miscellaneous	APWA Membership for 2023	57063	\$490.00
					57063 Total	\$1,470.00
Bates Inc	66123	101 016 544 90 31 02	ST-Operating Cost	Vehicle Parts PW40	57064	\$525.03
Bates Inc	66123	410 016 531 10 31 02	SW - Operating Costs	Vehicle Parts PW40	57064	\$525.03
					57064 Total	\$1,050.06
Bendixsen	LSPD 3	001 008 521 20 41 00	LE-Professional Services	Pre-Employment Polygraph Exam	57065	\$600.00
					57065 Total	\$600.00
Berk Consulting Inc	10725-09-22	001 007 558 50 41 00	PL-Professional Servic	LS Housing Action Plan 09-2022	57066	\$5,300.00
					57066 Total	\$5,300.00
Bolstad	2	001 007 571 00 30 00	PL-Park & Recreation	2022 Winterfest Ornaments	57067	\$1,227.38
					57067 Total	\$1,227.38
Cadman Materials Inc	5874964	410 016 531 10 41 03	SW - Street Cleaning	Street Sweepings Disposal	57068	\$522.03
					57068 Total	\$522.03
Canon Financial Services Inc	29481860	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Copier Lease PD 07-2022	57069	\$275.97
Canon Financial Services Inc	29481860	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Copier Lease PD 08-2022	57069	\$275.97
Canon Financial Services Inc	29481860	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Copier Lease PD 09-2022	57069	\$275.97
Canon Financial Services Inc	29481860	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Copier Lease PD 10-2022	57069	\$275.97
Canon Financial Services Inc	29483981	001 013 518 20 48 00	GG-Repair & Maintenance	Copier Lease CH Admin	57069	\$285.53

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Canon Financial Services Inc	29483984	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Copier Lease PD 11-2022	57069	\$275.97
Canon Financial Services Inc	29512076	001 010 576 80 48 00	PK-Repair & Maintenance	Copier Lease PW Upstairs	57069	\$11.40
Canon Financial Services Inc	29512076	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Lease PW Upstairs	57069	\$11.39
Canon Financial Services Inc	29512076	410 016 531 10 48 00	SW - Repairs & Maintenance	Copier Lease PW Upstairs	57069	\$11.39
					57069 Total	\$1,699.56
Central Welding Supply Co Inc	EV309396	001 010 576 80 31 00	PK-Operating Costs	Propane	57070	\$32.72
Central Welding Supply Co Inc	EV309396	101 016 544 90 31 02	ST-Operating Cost	Propane	57070	\$32.71
Central Welding Supply Co Inc	EV309396	410 016 531 10 31 02	SW - Operating Costs	Propane	57070	\$32.71
Central Welding Supply Co Inc	RN11221013	001 010 576 80 31 00	PK-Operating Costs	Argon Gas/Centrashield/Propane	57070	\$21.70
Central Welding Supply Co Inc	RN11221013	101 016 544 90 31 02	ST-Operating Cost	Argon Gas/Centrashield/Propane	57070	\$21.71
Central Welding Supply Co Inc	RN11221013	410 016 531 10 31 02	SW - Operating Costs	Argon Gas/Centrashield/Propane	57070	\$21.71
					57070 Total	\$163.26
Chilwon Corporation	LSPD 018	001 008 521 20 41 01	LE-Professional Serv-Fixed	PD Uniform Cleaning Service	57071	\$628.20
					57071 Total	\$628.20
Cintas Loc 460	4137052371	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	57072	\$238.86
Cintas Loc 460	4137052371	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	57072	\$238.86
Cintas Loc 460	4137052371	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	57072	\$238.85
Cintas Loc 460	4137643849	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	57072	\$140.15
Cintas Loc 460	4137643849	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	57072	\$140.15
Cintas Loc 460	4137643849	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	57072	\$140.15
Cintas Loc 460	4138283283	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	57072	\$140.15
Cintas Loc 460	4138283283	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	57072	\$140.15
Cintas Loc 460	4138283283	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	57072	\$140.15
Cintas Loc 460	4139080251	001 010 576 80 41 00	PK-Professional Services	PW Uniform Service	57072	\$140.95
Cintas Loc 460	4139080251	101 016 542 30 41 02	ST-Professional Service	PW Uniform Service	57072	\$140.95
Cintas Loc 460	4139080251	410 016 531 10 41 01	SW - Professional Services	PW Uniform Service	57072	\$140.96
					57072 Total	\$1,980.33
Comdata Inc	11-2022 COMDATA	001 008 521 20 32 00	LE-Fuel	PD Fuel	57073	\$345.41
					57073 Total	\$345.41
Cory De Jong and Sons Inc	H295796	101 016 542 70 31 00	ST-Roadside - Supply	Bark	57074	\$231.84
Cory De Jong and Sons Inc	H295797	101 016 542 70 31 00	ST-Roadside - Supply	Bark	57074	\$231.84
Cory De Jong and Sons Inc	H295798	101 016 542 70 31 00	ST-Roadside - Supply	Bark	57074	\$324.57
Cory De Jong and Sons Inc	H295799	101 016 542 70 31 00	ST-Roadside - Supply	Bark	57074	\$324.57
Cory De Jong and Sons Inc	H306101	101 016 542 70 31 00	ST-Roadside - Supply	Bark	57074	\$324.57
Cory De Jong and Sons Inc	H306130	101 016 542 70 31 00	ST-Roadside - Supply	All Purpose Soil	57074	\$70.37
Cory De Jong and Sons Inc	I306191	101 016 544 90 31 02	ST-Operating Cost	Bark/All Purpose Soil	57074	\$444.58
					57074 Total	\$1,952.34
Crime Stoppers of Puget Sound	CSOPS231025	001 008 521 20 41 01	LE-Professional Serv-Fixed	2023 Crime Stoppers Allocation	57075	\$1,084.07
					57075 Total	\$1,084.07
Crystal Springs	5249844 120122	001 007 558 50 31 01	PL-Operating Costs	Bottled Water - City Hall	57076	\$52.21
Crystal Springs	5249844 120122	001 007 559 30 31 01	PB-Operating Cost	Bottled Water - City Hall	57076	\$52.21
Crystal Springs	5249844 120122	001 013 518 20 31 00	GG-Operating Costs	Bottled Water - City Hall	57076	\$132.59
					57076 Total	\$237.01
Data Transfer Solutions LLC	1453463	510 006 518 80 49 33	LR - Vue Works	VueWorks License and Annual Support Maint	57077	\$3,094.00
					57077 Total	\$3,094.00
David Evans and Associates Inc	523090	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs 22-11 North Village Townhomes	57078	\$786.10
David Evans and Associates Inc	523091	001 007 558 50 41 04	Permit Related Professional Sr	Engineering Svcs 22-19 Review Guidance	57078	\$1,398.60
					57078 Total	\$2,184.70

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Davido Consulting Group Inc	44280	410 016 531 10 41 01	SW - Professional Services	Downtown Stormwater Projects 1-4	57079	\$11,892.25
Davido Consulting Group Inc	44281	410 016 531 10 41 01	SW - Professional Services	Downtown Stormwater Projects 5-6	57079	\$4,463.00
					57079 Total	\$16,355.25
Defense Technology LLC	102663	001 008 521 40 49 01	LE-Registration Fees	Impact Munitions Instructor Registration - Hingtgen	57080	\$325.00
					57080 Total	\$325.00
Dept of Licensing	111922 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 11/13/22 thru 11/19/22	57081	\$36.00
Dept of Licensing	112622 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 11/20/22 thru 11/26/22	57081	\$315.00
Dept of Licensing	120322 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 11/27/22 thru 12/03/22	57081	\$201.00
					57081 Total	\$552.00
Dept of Retirement (Deferred Comp)	112522	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferre	0	\$5,307.39
					0 Total	\$5,307.39
Dept of Retirement PERS LEOFF	112522	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	0	\$68,544.73
Dept of Retirement PERS LEOFF	112522	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions-State Contributions	0	\$318.84
					0 Total	\$68,863.57
Dept of Revenue EFT	Oct-22	001 013 518 90 49 06	GG-Excise Tax	Excise Taxes October 2022	0	\$464.15
					0 Total	\$464.15
Dept of Revenue EFT	2018-2022	001 013 518 90 49 06	GG-Excise Tax	DOR Excise Corrections 2018-2022	0	\$17,282.52
					0 Total	\$17,282.52
Designer Studio	3	001 001 511 60 49 01	Legislative - Prof. Developmen	Professional Portraits of City Council	57082	\$350.00
					57082 Total	\$350.00
Dicks Towing Inc	18236756	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-20636	57083	\$151.66
Dicks Towing Inc	18237153	001 008 521 20 41 00	LE-Professional Services	Evidence Towing BMW 528	57083	\$151.66
Dicks Towing Inc	18237379	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-21033	57083	\$151.66
Dicks Towing Inc	18237605	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-21182	57083	\$314.78
Dicks Towing Inc	18238456	001 008 521 20 41 00	LE-Professional Services	Towing Services Freightliner FL70 - Plow Truck	57083	\$519.28
Dicks Towing Inc	M69729	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-21405	57083	\$316.51
Dicks Towing Inc	M71249	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2022-21405	57083	\$316.51
					57083 Total	\$1,922.06
Diverse Earthworks Inc	2255	410 016 531 10 41 01	SW - Professional Services	Remove/Haul off Stumps 2311 Hartford Dr	57084	\$14,521.73
					57084 Total	\$14,521.73
EASL Inc	LS-1222	001 013 518 20 41 00	GG-Professional Service	Strategic Communication Services 11-2022	57085	\$5,500.00
					57085 Total	\$5,500.00
EFTPS	112522	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	0	\$143,096.39
					0 Total	\$143,096.39
Electronic Business Machines	AR234866	001 010 576 80 48 00	PK-Repair & Maintenance	Copier Copy Cost PW - JMQ17151	57086	\$18.77
Electronic Business Machines	AR234866	101 016 542 30 48 00	ST-Repair & Maintenance	Copier Copy Cost PW - JMQ17151	57086	\$18.77
Electronic Business Machines	AR234866	410 016 531 10 48 00	SW - Repairs & Maintenance	Copier Copy Cost PW - JMQ17151	57086	\$18.77
Electronic Business Machines	AR235018	001 010 576 80 31 00	PK-Operating Costs	Canon DX C5840i	57086	\$3,506.27
Electronic Business Machines	AR235018	101 016 544 90 31 02	ST-Operating Cost	Canon DX C5840i	57086	\$3,506.27
Electronic Business Machines	AR235018	410 016 531 10 31 02	SW - Operating Costs	Canon DX C5840i	57086	\$3,506.27
					57086 Total	\$10,575.12
Engineering Business Systems Inc	138573	001 010 576 80 31 00	PK-Operating Costs	HP-727 Ink Cartridges	57087	\$361.12
Engineering Business Systems Inc	138573	101 016 544 90 31 02	ST-Operating Cost	HP-727 Ink Cartridges	57087	\$361.12
Engineering Business Systems Inc	138573	410 016 531 10 31 02	SW - Operating Costs	HP-727 Ink Cartridges	57087	\$361.12
					57087 Total	\$1,083.36
Envirotech Services Inc	CD202301673	101 016 542 66 31 00	ST-Snow & Ice - Sply	MeltDown Apex 3000 Gallons	57088	\$7,658.82
					57088 Total	\$7,658.82

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Fastenal Company	WAARN162054	001 010 576 80 31 00	PK-Operating Costs	Lynch Pins/Brake Cleaner	57089	\$52.15
Fastenal Company	WAARN162054	101 016 544 90 31 02	ST-Operating Cost	Lynch Pins/Brake Cleaner	57089	\$52.14
Fastenal Company	WAARN162054	410 016 531 10 31 02	SW - Operating Costs	Lynch Pins/Brake Cleaner	57089	\$52.14
					57089 Total	\$156.43
FBI - LEEDA	200076424	001 008 521 40 49 01	LE-Registration Fees	AI Registration - Thomas	57090	\$695.00
					57090 Total	\$695.00
Feldman & Lee PS	11-2022 FELDMAN	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 11-2022	57091	\$10,600.00
					57091 Total	\$10,600.00
Florida State Disbursement Unit	200000082DR34	001 000 284 00 00 00	Payroll Liability Other	200000082DR34 Child Support	57050	\$177.57
					57050 Total	\$177.57
GCP WW Holdco	CM2010000167	001 010 576 80 31 01	PK-Ops-Clothing	Hat Credit - Barquest	57092	(\$19.77)
GCP WW Holdco	INV2010002943	001 010 576 80 31 01	PK-Ops-Clothing	Hoodie/Jacket/Hat/Boots - Barquest	57092	\$371.84
					57092 Total	\$352.07
Glens Welding & Machine Inc	S17010	410 016 531 10 31 02	SW - Operating Costs	Bars/Chains	57093	\$469.09
Glens Welding & Machine Inc	S17013	410 016 531 10 31 02	SW - Operating Costs	Side Plate/Cover/Gear/Slide/Repair Kit/Socket Cover	57093	\$86.12
Glens Welding & Machine Inc	S17043	001 010 576 80 48 00	PK-Repair & Maintenance	Pole Saws Repairs/Filters/Spark Plugs	57093	\$266.41
					57093 Total	\$821.62
Governmentjobscom Inc	INV-17021	510 006 518 80 49 30	LR - NEOGOV	NEOGOV Annual Subscription Fees	57094	\$30,719.88
Governmentjobscom Inc	INV-28529	510 006 518 80 49 30	LR - NEOGOV	NEOGOV eForms Subscription Fees	57094	\$1,600.91
					57094 Total	\$32,320.79
Grainger	9529505266	101 016 544 90 31 02	ST-Operating Cost	Wall Calendar	57095	\$49.12
					57095 Total	\$49.12
Granite Construction Supply	97458	101 016 542 64 31 00	ST-Traffic Control - Supply	Square Post	57096	\$152.26
Granite Construction Supply	97543	001 010 576 80 31 00	PK-Operating Costs	Sq Posts	57096	\$327.20
Granite Construction Supply	97543	101 016 544 90 31 02	ST-Operating Cost	Sq Posts	57096	\$327.19
Granite Construction Supply	97543	410 016 531 10 31 02	SW - Operating Costs	Sq Posts	57096	\$327.19
Granite Construction Supply	97552	101 016 542 64 31 00	ST-Traffic Control - Supply	Signs	57096	\$30.77
Granite Construction Supply	97553	101 016 542 64 48 00	ST-Traffic Control - R&M	Sq Posts	57096	\$2,726.62
Granite Construction Supply	97572	101 016 542 64 31 00	ST-Traffic Control - Supply	Heavy Duty Anchors	57096	\$971.23
Granite Construction Supply	97573	101 016 542 64 31 00	ST-Traffic Control - Supply	Corner Bolts/Flanges Nuts/Drive Rivets	57096	\$507.74
Granite Construction Supply	97575	101 016 542 64 31 00	ST-Traffic Control - Supply	Traffic Pattern Arrow Signs	57096	\$153.86
					57096 Total	\$5,524.06
Green Dot Concrete LLC	7424	101 016 544 90 31 02	ST-Operating Cost	Concrete	57097	\$192.50
					57097 Total	\$192.50
Greenshields Industrial Supply Inc	125822	001 010 576 80 31 00	PK-Operating Costs	Drill Bits	57098	\$36.18
Greenshields Industrial Supply Inc	125822	101 016 544 90 31 02	ST-Operating Cost	Drill Bits	57098	\$36.18
Greenshields Industrial Supply Inc	125822	410 016 531 10 31 02	SW - Operating Costs	Drill Bits	57098	\$36.18
					57098 Total	\$108.54
Held	112222 HELD	001 005 518 10 49 02	HR-Employee Recognition	Holiday Decor for Event Reimbursement	57099	\$35.54
					57099 Total	\$35.54
Hocog	120422 HOCOG	001 000 382 10 00 01	The Mill - Deposit	LS22-Hocog Sawyers Room Rental 12/04/22 Deposit Refund	57100	\$100.00
					57100 Total	\$100.00
Home Depot	7014436	001 010 576 80 31 00	PK-Operating Costs	Impact Kit/Coupler Locks/Rug Reachers/Rakes/Trowels	57101	\$793.97
					57101 Total	\$793.97

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Honey Bucket	553134410	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Frontier Cir W	57102	\$224.00
Honey Bucket	553134411	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Callow Rd	57102	\$142.50
Honey Bucket	553145996	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - 8629 20th St SE	57102	\$170.50
Honey Bucket	553155908	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Catherine Creek Park	57102	\$156.75
Honey Bucket	553155909	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Callow Rd	57102	\$364.50
Honey Bucket	553159358	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Callow Rd	57102	(\$76.34)
Honey Bucket	553165120	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Community Garden	57102	\$132.00
Honey Bucket	553174072	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	57102	\$330.89
Honey Bucket	553174073	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Lundeen Park	57102	\$274.45
					57102 Total	\$1,719.25
HSA Bank	112522	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contriubutions	57051	\$125.00
					57051 Total	\$125.00
Hydrology Stand Up Paddle	120522HYDROLOGY	633 000 389 30 00 04	Leasehold Excise Tax Receipts	Leashold Excise Tax Overpayment Refund	57103	\$268.07
					57103 Total	\$268.07
ICONIX Waterworks US Inc	U2216055542	410 016 531 10 31 02	SW - Operating Costs	Jute Erosion Control Fabric	57104	\$174.56
ICONIX Waterworks US Inc	U2216057327	001 012 575 51 31 00	CS- Grimm House - Operating	Brass Tees/Adapters/Clamps/IPS Sidr	57104	\$173.77
					57104 Total	\$348.33
Industrial Bolt & Supply Inc	801768-1	001 010 576 80 31 00	PK-Operating Costs	Drills/Tie Wraps/Nuts/Shrink Tube	57105	\$37.61
Industrial Bolt & Supply Inc	801768-1	101 016 544 90 31 02	ST-Operating Cost	Drills/Tie Wraps/Nuts/Shrink Tube	57105	\$37.60
Industrial Bolt & Supply Inc	801768-1	410 016 531 10 31 02	SW - Operating Costs	Drills/Tie Wraps/Nuts/Shrink Tube	57105	\$37.60
					57105 Total	\$112.81
Iron Mountain Quarry LLC	106791	101 016 542 70 31 00	ST-Roadside - Supply	Rock	57106	\$1,310.60
					57106 Total	\$1,310.60
J Thayer Co Inc	1624384-0	001 010 576 80 31 00	PK-Operating Costs	Office Supplies PW	57107	\$30.48
J Thayer Co Inc	1624384-0	101 016 544 90 31 02	ST-Operating Cost	Office Supplies PW	57107	\$30.48
J Thayer Co Inc	1624384-0	410 016 531 10 31 02	SW - Operating Costs	Office Supplies PW	57107	\$30.48
					57107 Total	\$91.44
Johnson	111222 JOHNSON	001 000 382 10 00 01	The Mill - Deposit	LS22-Johnson The Mill Rental 11/12/22 Deposit Refund	57108	\$500.00
					57108 Total	\$500.00
Kaiser Permanente	72567084	101 016 542 30 41 02	ST-Professional Service	Drug Screen - Barquest	57109	\$14.00
Kaiser Permanente	72567084	410 016 531 10 41 01	SW - Professional Services	Drug Screen - Barquest	57109	\$14.00
					57109 Total	\$28.00
Lake Industries LLC	295329	101 016 542 30 41 02	ST-Professional Service	Hauling Services - Stumps/Brush	57110	\$180.00
					57110 Total	\$180.00
Lake Stevens Chamber of Commerce	120122 CHAMBER	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC 12-2022	57111	\$1,500.00
					57111 Total	\$1,500.00
Lake Stevens Community Food Bank	111522 FOODBANK	001 000 382 10 00 01	The Mill - Deposit	LS22-Hawley The Mill Rental 11/05/22 Deposit Refund	57112	\$500.00
					57112 Total	\$500.00
Lake Stevens Police Guild	112522	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	57052	\$1,144.50
					57052 Total	\$1,144.50
Lake Stevens Sewer District	12326.01 1222	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms Acct 12326-01	57113	\$100.00
Lake Stevens Sewer District	13135.01 1222	101 016 543 50 47 00	ST-Utilities	Sewer - Decant Facility Acct 13135-01	57113	\$49.50
Lake Stevens Sewer District	13135.01 1222	410 016 531 10 47 00	SW - Utilities	Sewer - Decant Facility Acct 13135-01	57113	\$49.50
Lake Stevens Sewer District	2538.02 1222	001 010 576 80 47 00	PK-Utilities	Sewer - Lundeen Park Acct 2538-02	57113	\$198.00
Lake Stevens Sewer District	3628.02 1222	001 010 576 80 47 00	PK-Utilities	Sewer - Davies Beach Acct 3628-02	57113	\$99.00
Lake Stevens Sewer District	6294.04 1222	001 008 521 50 47 00	LE-Facility Utilities	Sewer - PD Evidence Bldg Acct 6294-04	57113	\$99.00
Lake Stevens Sewer District	6296.03 1222	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station Acct 6296-03	57113	\$198.00
Lake Stevens Sewer District	6390.03 1222	001 013 518 20 47 02	GG-Utilities for Rentals	Sewer - Leased Comm Building Acct 6390-03	57113	\$159.72

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Lake Stevens Sewer District	6666.01 1222	001 012 575 30 47 00	CS- Museum - Utilities	Sewer - Museum Acct 6666-01	57113	\$99.00
Lake Stevens Sewer District	6671.01 1222	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall Acct 6671-01	57113	\$99.00
Lake Stevens Sewer District	6810.01 1222	001 012 575 50 47 00	CS- The Mill- Utilities	Sewer - The Mill Acct 6810-01	57113	\$198.00
Lake Stevens Sewer District	7002.01 1222	001 010 576 80 47 00	PK-Utilities	Sewer - North Cove Park Restroom 7002-01	57113	\$99.00
Lake Stevens Sewer District	8710.03 1222	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Training Bldg Acct 8710-03	57113	\$99.00
Lake Stevens Sewer District	9902.01 1222	001 012 572 20 47 00	CS- Library-Utilities	Sewer - Library Grade Rd Acct 9902-01	57113	\$99.00
					57113 Total	\$1,645.72
Lake Stevens Youth Football	112222 LSYOUTH1	001 000 382 10 00 01	The Mill - Deposit	LS22-Middendor The Stack Rental 11/22/22 Deposit Refund	57114	\$100.00
Lake Stevens Youth Football	112222 LSYOUTH2	001 000 362 00 00 05	The Mill - Rental	The Stack Rental 11/22/22 Non-Profit Rate Credit	57114	\$92.00
					57114 Total	\$192.00
Land Development Consultants Inc	29472	304 016 595 30 60 03	Festival Street/Mill Spur	Festival Street Field Staking/Inspection Services	57115	\$2,770.74
Land Development Consultants Inc	29474	302 010 594 76 61 03	PM -20th SE Fields/Poweline TR	Powerline Trail - Trailhead Parking Design	57115	\$495.00
Land Development Consultants Inc	29506	004 010 594 76 60 02	PR - Frontier Heights Park P2	Frontier Heights Park Playfields Design	57115	\$8,671.05
					57115 Total	\$11,936.79
Lemay Mobile Shredding Inc	4772658S185	001 013 518 20 41 00	GG-Professional Service	Shredding Services CH	57116	\$12.58
Lemay Mobile Shredding Inc	4774321S185	001 010 576 80 41 00	PK-Professional Services	Shredding Services PW	57116	\$2.85
Lemay Mobile Shredding Inc	4774321S185	101 016 542 30 41 02	ST-Professional Service	Shredding Services PW	57116	\$2.84
Lemay Mobile Shredding Inc	4774321S185	410 016 531 10 41 01	SW - Professional Services	Shredding Services PW	57116	\$2.84
					57116 Total	\$21.11
Les Schwab Tire Center	40200637304	101 016 544 90 31 02	ST-Operating Cost	Mounted Balanced New Tire (1)	57117	\$163.02
Les Schwab Tire Center	40200637304	410 016 531 10 31 02	SW - Operating Costs	Mounted Balanced New Tire (1)	57117	\$163.03
					57117 Total	\$326.05
Mackenzie Engineering Inc	1080914	004 013 594 18 60 01	RR - Capital Purchases	Lake Stevens Industrial Analysis	57118	\$6,484.21
					57118 Total	\$6,484.21
Matz	111622 Matz	001 000 382 10 00 01	The Mill - Deposit	Matz Sawyers Room Rental Deposit Refund	57119	\$100.00
					57119 Total	\$100.00
McLoughlin & Eardley Group Inc	265241	520 008 594 21 63 00	Vehicles - Capital Equip	2023 PD Vehicle Equipment PO #1886	57120	\$359.63
					57120 Total	\$359.63
Metron and Associates Inc	22543	001 010 576 80 41 00	PK-Professional Services	Staking/AutoCad Drafting 22-062 PW Yard	57121	\$1,770.00
Metron and Associates Inc	22543	101 016 542 30 41 02	ST-Professional Service	Staking/AutoCad Drafting 22-062 PW Yard	57121	\$1,770.00
Metron and Associates Inc	22543	410 016 531 10 41 01	SW - Professional Services	Staking/AutoCad Drafting 22-062 PW Yard	57121	\$1,770.00
					57121 Total	\$5,310.00
Millerstoultime	11012255921	001 010 576 80 31 00	PK-Operating Costs	Battery & Charger Credit	57122	(\$155.44)
Millerstoultime	11012255921	101 016 544 90 31 02	ST-Operating Cost	Battery & Charger Credit	57122	(\$155.43)
Millerstoultime	11012255921	410 016 531 10 31 02	SW - Operating Costs	Battery & Charger Credit	57122	(\$155.43)
Millerstoultime	11012255923	001 010 576 80 31 00	PK-Operating Costs	Impact Socket/Swivel Socket	57122	\$46.32
Millerstoultime	11012255923	101 016 544 90 31 02	ST-Operating Cost	Impact Socket/Swivel Socket	57122	\$46.33
Millerstoultime	11012255923	410 016 531 10 31 02	SW - Operating Costs	Impact Socket/Swivel Socket	57122	\$46.33
Millerstoultime	11012255925	001 010 576 80 31 00	PK-Operating Costs	Drive Locking Knurled Extension	57122	\$32.24
Millerstoultime	11012255925	101 016 544 90 31 02	ST-Operating Cost	Drive Locking Knurled Extension	57122	\$32.25
Millerstoultime	11012255925	410 016 531 10 31 02	SW - Operating Costs	Drive Locking Knurled Extension	57122	\$32.25
Millerstoultime	11222257026	001 010 576 80 31 00	PK-Operating Costs	Heavy-Duty Striking Prybar	57122	\$92.74
Millerstoultime	11222257026	101 016 544 90 31 02	ST-Operating Cost	Heavy-Duty Striking Prybar	57122	\$92.74
Millerstoultime	11222257026	410 016 531 10 31 02	SW - Operating Costs	Heavy-Duty Striking Prybar	57122	\$92.73
					57122 Total	\$47.63
MissionSquare - 108991	6101182	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	57053	\$435.73
					57053 Total	\$435.73

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
MissionSquare - 307428	6809066	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	57054	\$1,815.99
					57054 Total	\$1,815.99
Monroe Correctional Complex	MCC2210.1405	001 010 576 80 48 00	PK-Repair & Maintenance	DOC Work Crew 10-2022	57123	\$170.37
Monroe Correctional Complex	MCC2210.1405	101 016 542 30 48 00	ST-Repair & Maintenance	DOC Work Crew 10-2022	57123	\$130.86
					57123 Total	\$301.23
Myron Corp	133121145	001 008 521 30 31 00	LE-Community Outreach Supplies	Stickers for PD	57124	\$69.94
					57124 Total	\$69.94
Nationwide Retirement Solution	112522	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	0	\$4,857.78
					0 Total	\$4,857.78
Nelson Petroleum Inc	0814963-IN	001 007 559 30 32 00	PB-Fuel	Fuel	57125	\$92.74
Nelson Petroleum Inc	0814963-IN	001 008 521 20 32 00	LE-Fuel	Fuel	57125	\$5,018.06
Nelson Petroleum Inc	0814963-IN	001 010 576 80 32 00	PK-Fuel Costs	Fuel	57125	\$1,394.57
Nelson Petroleum Inc	0814963-IN	101 016 542 30 32 00	ST-Fuel	Fuel	57125	\$2,789.14
Nelson Petroleum Inc	0814963-IN	410 016 531 10 32 00	SW - Fuel	Fuel	57125	\$2,789.14
Nelson Petroleum Inc	0817160-IN	001 007 559 30 32 00	PB-Fuel	Fuel	57125	\$121.75
Nelson Petroleum Inc	0817160-IN	001 008 521 20 32 00	LE-Fuel	Fuel	57125	\$4,152.41
Nelson Petroleum Inc	0817160-IN	001 010 576 80 32 00	PK-Fuel Costs	Fuel	57125	\$981.73
Nelson Petroleum Inc	0817160-IN	101 016 542 30 32 00	ST-Fuel	Fuel	57125	\$1,963.45
Nelson Petroleum Inc	0817160-IN	410 016 531 10 32 00	SW - Fuel	Fuel	57125	\$1,963.45
					57125 Total	\$21,266.44
Northwest Crane Inspection Inc	2518A	001 010 576 80 48 00	PK-Repair & Maintenance	Annual Crane Inspection PW66	57126	\$183.34
Northwest Crane Inspection Inc	2518A	101 016 542 30 48 00	ST-Repair & Maintenance	Annual Crane Inspection PW66	57126	\$183.33
Northwest Crane Inspection Inc	2518A	410 016 531 10 48 00	SW - Repairs & Maintenance	Annual Crane Inspection PW66	57126	\$183.33
					57126 Total	\$550.00
O Reilly Auto Parts	2960-352874	001 010 576 80 31 00	PK-Operating Costs	Battery PW33	57127	\$41.56
O Reilly Auto Parts	2960-352874	101 016 544 90 31 02	ST-Operating Cost	Battery PW33	57127	\$41.55
O Reilly Auto Parts	2960-352874	410 016 531 10 31 02	SW - Operating Costs	Battery PW33	57127	\$41.55
O Reilly Auto Parts	2960-354111	001 010 576 80 31 00	PK-Operating Costs	Fuel/Air Filters PW91	57127	\$30.49
O Reilly Auto Parts	2960-354111	101 016 544 90 31 02	ST-Operating Cost	Fuel/Air Filters PW91	57127	\$30.48
O Reilly Auto Parts	2960-354111	410 016 531 10 31 02	SW - Operating Costs	Fuel/Air Filters PW91	57127	\$30.48
O Reilly Auto Parts	2960-354220	001 010 576 80 31 00	PK-Operating Costs	Oil/Fuel Filters PW91	57127	\$2.81
O Reilly Auto Parts	2960-354220	101 016 544 90 31 02	ST-Operating Cost	Oil/Fuel Filters PW91	57127	\$2.82
O Reilly Auto Parts	2960-354220	410 016 531 10 31 02	SW - Operating Costs	Oil/Fuel Filters PW91	57127	\$2.82
O Reilly Auto Parts	2960-354307	001 010 576 80 31 00	PK-Operating Costs	Marker Lights	57127	\$4.44
O Reilly Auto Parts	2960-354307	101 016 544 90 31 02	ST-Operating Cost	Marker Lights	57127	\$4.44
O Reilly Auto Parts	2960-354307	410 016 531 10 31 02	SW - Operating Costs	Marker Lights	57127	\$4.44
O Reilly Auto Parts	2960-354464	001 010 576 80 31 00	PK-Operating Costs	Ceramic Pad/Brake Rotor/Battery PW5	57127	\$108.33
O Reilly Auto Parts	2960-354464	101 016 544 90 31 02	ST-Operating Cost	Ceramic Pad/Brake Rotor/Battery PW5	57127	\$108.34
O Reilly Auto Parts	2960-354464	410 016 531 10 31 02	SW - Operating Costs	Ceramic Pad/Brake Rotor/Battery PW5	57127	\$108.34
O Reilly Auto Parts	2960-354473	001 010 576 80 31 00	PK-Operating Costs	Ceramic Pad/Brake Rotor PW5	57127	\$49.09
O Reilly Auto Parts	2960-354473	101 016 544 90 31 02	ST-Operating Cost	Ceramic Pad/Brake Rotor PW5	57127	\$49.09
O Reilly Auto Parts	2960-354473	410 016 531 10 31 02	SW - Operating Costs	Ceramic Pad/Brake Rotor PW5	57127	\$49.09
O Reilly Auto Parts	2960-354928	001 010 576 80 31 00	PK-Operating Costs	Wiper Fluid/Motor Oil	57127	\$32.41
O Reilly Auto Parts	2960-354928	101 016 544 90 31 02	ST-Operating Cost	Wiper Fluid/Motor Oil	57127	\$32.41
O Reilly Auto Parts	2960-354928	410 016 531 10 31 02	SW - Operating Costs	Wiper Fluid/Motor Oil	57127	\$32.41
O Reilly Auto Parts	2960-355528	001 010 576 80 31 00	PK-Operating Costs	Wiper Blades	57127	\$16.27
O Reilly Auto Parts	2960-355528	101 016 544 90 31 02	ST-Operating Cost	Wiper Blades	57127	\$16.28
O Reilly Auto Parts	2960-355528	410 016 531 10 31 02	SW - Operating Costs	Wiper Blades	57127	\$16.28

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
O Reilly Auto Parts	2960-355622	001 010 576 80 31 00	PK-Operating Costs	Oil Filter PW33	57127	\$1.93
O Reilly Auto Parts	2960-355622	101 016 544 90 31 02	ST-Operating Cost	Oil Filter PW33	57127	\$1.92
O Reilly Auto Parts	2960-355622	410 016 531 10 31 02	SW - Operating Costs	Oil Filter PW33	57127	\$1.92
O Reilly Auto Parts	2960-355720	001 010 576 80 31 00	PK-Operating Costs	Hyd Filter	57127	\$2.87
O Reilly Auto Parts	2960-355720	101 016 544 90 31 02	ST-Operating Cost	Hyd Filter	57127	\$2.88
O Reilly Auto Parts	2960-355720	410 016 531 10 31 02	SW - Operating Costs	Hyd Filter	57127	\$2.88
O Reilly Auto Parts	2960-356541	001 010 576 80 31 00	PK-Operating Costs	Brake Calipers/Brake Rotor	57127	\$162.89
O Reilly Auto Parts	2960-356541	101 016 544 90 31 02	ST-Operating Cost	Brake Calipers/Brake Rotor	57127	\$162.90
O Reilly Auto Parts	2960-356541	410 016 531 10 31 02	SW - Operating Costs	Brake Calipers/Brake Rotor	57127	\$162.90
O Reilly Auto Parts	2960-356894	001 010 576 80 31 00	PK-Operating Costs	Copper Plugs	57127	\$4.56
O Reilly Auto Parts	2960-356894	101 016 544 90 31 02	ST-Operating Cost	Copper Plugs	57127	\$4.56
O Reilly Auto Parts	2960-356894	410 016 531 10 31 02	SW - Operating Costs	Copper Plugs	57127	\$4.56
O Reilly Auto Parts	2960-357736	001 010 576 80 31 00	PK-Operating Costs	Core Return	57127	(\$32.73)
O Reilly Auto Parts	2960-357736	101 016 544 90 31 02	ST-Operating Cost	Core Return	57127	(\$32.73)
O Reilly Auto Parts	2960-357736	410 016 531 10 31 02	SW - Operating Costs	Core Return	57127	(\$32.73)
O Reilly Auto Parts	2960-357961	001 010 576 80 31 00	PK-Operating Costs	AnitFreeze	57127	\$24.72
O Reilly Auto Parts	2960-357961	101 016 544 90 31 02	ST-Operating Cost	AnitFreeze	57127	\$24.71
O Reilly Auto Parts	2960-357961	410 016 531 10 31 02	SW - Operating Costs	AnitFreeze	57127	\$24.71
O Reilly Auto Parts	2960-358134	001 010 576 80 31 00	PK-Operating Costs	Motor Oil	57127	\$42.17
O Reilly Auto Parts	2960-358134	101 016 544 90 31 02	ST-Operating Cost	Motor Oil	57127	\$42.17
O Reilly Auto Parts	2960-358134	410 016 531 10 31 02	SW - Operating Costs	Motor Oil	57127	\$42.17
					57127 Total	\$1,475.45
O Reilly Auto Parts	2960-358135	001 010 576 80 31 00	PK-Operating Costs	Dirt Buster	57128	\$15.67
O Reilly Auto Parts	2960-358135	101 016 544 90 31 02	ST-Operating Cost	Dirt Buster	57128	\$15.67
O Reilly Auto Parts	2960-358135	410 016 531 10 31 02	SW - Operating Costs	Dirt Buster	57128	\$15.67
O Reilly Auto Parts	2960-358185	001 010 576 80 31 00	PK-Operating Costs	Standard Ignition Starter Switch PW60	57128	\$6.94
O Reilly Auto Parts	2960-358185	101 016 544 90 31 02	ST-Operating Cost	Standard Ignition Starter Switch PW60	57128	\$6.95
O Reilly Auto Parts	2960-358185	410 016 531 10 31 02	SW - Operating Costs	Standard Ignition Starter Switch PW60	57128	\$6.95
O Reilly Auto Parts	2960-359012	410 016 531 10 31 02	SW - Operating Costs	Oil Filters PW65	57128	\$33.65
O Reilly Auto Parts	2960-359379	410 016 531 10 31 02	SW - Operating Costs	Air Filters PW65	57128	\$70.67
O Reilly Auto Parts	2960-359658	410 016 531 10 31 02	SW - Operating Costs	Armor All Protectant	57128	\$82.86
O Reilly Auto Parts	2960-360375	001 010 576 80 31 00	PK-Operating Costs	Air/Fuel/Oil Filters & Turbodsl PW76	57128	\$106.94
O Reilly Auto Parts	2960-360375	101 016 544 90 31 02	ST-Operating Cost	Air/Fuel/Oil Filters & Turbodsl PW76	57128	\$106.93
O Reilly Auto Parts	2960-360375	410 016 531 10 31 02	SW - Operating Costs	Air/Fuel/Oil Filters & Turbodsl PW76	57128	\$106.93
O Reilly Auto Parts	2960-360722	001 010 576 80 31 00	PK-Operating Costs	Impact Adapter	57128	\$5.08
O Reilly Auto Parts	2960-360722	101 016 544 90 31 02	ST-Operating Cost	Impact Adapter	57128	\$5.09
O Reilly Auto Parts	2960-360722	410 016 531 10 31 02	SW - Operating Costs	Impact Adapter	57128	\$5.09
O Reilly Auto Parts	2960-361074	001 010 576 80 31 00	PK-Operating Costs	Hydroil	57128	\$25.46
O Reilly Auto Parts	2960-361074	101 016 544 90 31 02	ST-Operating Cost	Hydroil	57128	\$25.45
O Reilly Auto Parts	2960-361074	410 016 531 10 31 02	SW - Operating Costs	Hydroil	57128	\$25.45
O Reilly Auto Parts	2960-361688	001 010 576 80 31 00	PK-Operating Costs	Air/Oil/Fuel Filters	57128	\$76.54
O Reilly Auto Parts	2960-361688	101 016 544 90 31 02	ST-Operating Cost	Air/Oil/Fuel Filters	57128	\$76.54
O Reilly Auto Parts	2960-361688	410 016 531 10 31 02	SW - Operating Costs	Air/Oil/Fuel Filters	57128	\$76.54
O Reilly Auto Parts	2960-361832	001 010 576 80 31 00	PK-Operating Costs	MotorOil	57128	\$31.62
O Reilly Auto Parts	2960-361832	101 016 544 90 31 02	ST-Operating Cost	MotorOil	57128	\$31.63
O Reilly Auto Parts	2960-361832	410 016 531 10 31 02	SW - Operating Costs	MotorOil	57128	\$31.63
O Reilly Auto Parts	2960-361985	001 010 576 80 31 00	PK-Operating Costs	Air Filter Credit	57128	(\$7.40)
O Reilly Auto Parts	2960-361985	101 016 544 90 31 02	ST-Operating Cost	Air Filter Credit	57128	(\$7.39)

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
O Reilly Auto Parts	2960-361985	410 016 531 10 31 02	SW - Operating Costs	Air Filter Credit	57128	(\$7.39)
O Reilly Auto Parts	2960-363200	410 016 531 10 35 00	SW - Small Tools	Phone Holder PW5	57128	\$13.08
O Reilly Auto Parts	2960-366996	001 010 576 80 31 00	PK-Operating Costs	Air Filter PW40	57128	\$23.47
O Reilly Auto Parts	2960-366996	101 016 544 90 31 02	ST-Operating Cost	Air Filter PW40	57128	\$23.46
O Reilly Auto Parts	2960-366996	410 016 531 10 31 02	SW - Operating Costs	Air Filter PW40	57128	\$23.46
O Reilly Auto Parts	2960-368104	001 010 576 80 31 00	PK-Operating Costs	Oil Filters/Capsule PW58	57128	\$10.94
O Reilly Auto Parts	2960-368104	101 016 544 90 31 02	ST-Operating Cost	Oil Filters/Capsule PW58	57128	\$10.93
O Reilly Auto Parts	2960-368104	410 016 531 10 31 02	SW - Operating Costs	Oil Filters/Capsule PW58	57128	\$10.93
					57128 Total	\$1,086.04
Office of the State Treasurer	11-2022 STATE	633 000 589 30 00 03	State Building Permit Remit	Building Code Fees 11-2022	57129	\$243.00
Office of the State Treasurer	11-2022 STATE	633 000 586 00 00 01	State Court Remit	State Court Fees 11-2022	57129	\$9,972.82
					57129 Total	\$10,215.82
Ogden Murphy Wallace PLLC	868663	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 10-2022	57130	\$23,392.50
Ogden Murphy Wallace PLLC	868663	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 10-2022 Adv PUD #1 of SnoCo	57130	\$17,930.00
Ogden Murphy Wallace PLLC	868663	001 011 515 41 41 01	Ext Consult - PRA	Legal Services 10-2022 PRR	57130	\$1,029.00
					57130 Total	\$42,351.50
Outcomes by Levy LLC	2022-11-LS	001 013 511 70 40 00	Lobbying Services	Legislative/Regulatory Consulting 11-2022	57131	\$5,012.38
					57131 Total	\$5,012.38
Owen Equipment Company	108651	001 010 576 80 31 00	PK-Operating Costs	PW77 Rubber Hose Assy	57132	\$1,373.61
Owen Equipment Company	108651	101 016 544 90 31 02	ST-Operating Cost	PW77 Rubber Hose Assy	57132	\$1,373.62
Owen Equipment Company	108651	410 016 531 10 31 02	SW - Operating Costs	PW77 Rubber Hose Assy	57132	\$1,373.62
					57132 Total	\$4,120.85
Performance Marine Inc	32702	001 008 521 21 48 00	LE-Boating Repair & Maint	Yamaha 225 Boat Service	57133	\$1,420.67
					57133 Total	\$1,420.67
Pester	113022 PESTER	001 000 382 10 00 01	The Mill - Deposit	LS22-Pester Hartford Hall Rental 11/30/22 Deposit Refund	57134	\$250.00
					57134 Total	\$250.00
Precision Turf Equipment LLC	12088-53007	101 016 544 90 31 02	ST-Operating Cost	Echo Tiller/Cultivator	57135	\$381.84
					57135 Total	\$381.84
Puget Sound Energy	22339471 1122	001 012 575 50 47 00	CS- The Mill- Utilities	Natural Gas - The Mill	57136	\$564.40
Puget Sound Energy	24316495 1122	001 010 576 80 47 00	PK-Utilities	Natural Gas - PW Shop	57136	\$91.00
Puget Sound Energy	24316495 1122	101 016 543 50 47 00	ST-Utilities	Natural Gas - PW Shop	57136	\$91.00
Puget Sound Energy	24316495 1122	410 016 531 10 47 00	SW - Utilities	Natural Gas - PW Shop	57136	\$91.00
Puget Sound Energy	24770236 1122	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept Evidence Bldg	57136	\$129.15
Puget Sound Energy	28663866 1122	001 008 521 50 47 00	LE-Facility Utilities	Natural Gas - Police Dept	57136	\$258.85
Puget Sound Energy	28663874 1122	001 013 518 20 47 02	GG-Utilities for Rentals	Natural Gas - 1819 S Lake Stevens Rd	57136	\$53.57
Puget Sound Energy	3723810 1122	001 012 575 30 47 00	CS- Museum - Utilities	Natural Gas - Museum	57136	\$143.23
					57136 Total	\$1,422.20
Purchase Power	11-2022 POSTAGE	001 007 558 50 42 00	PL-Communication	Postage	57137	\$45.00
Purchase Power	11-2022 POSTAGE	001 013 518 20 42 00	GG-Communication	Postage	57137	\$340.10
Purchase Power	11-2022 POSTAGE	101 016 543 30 42 00	ST-Communications	Postage	57137	\$7.45
Purchase Power	11-2022 POSTAGE	410 016 531 10 42 00	SW - Communications	Postage	57137	\$7.45
					57137 Total	\$400.00
Quadient Finance USA Inc	80346335 1122	001 008 521 20 42 00	LE-Communication	Postage PD	57138	\$242.57
					57138 Total	\$242.57
Right On Heating and Sheet Metal Inc	29556	001 012 572 20 48 00	CS- Library-Repair & Maint	Service Call - Library Filters	57139	\$1,242.65
					57139 Total	\$1,242.65

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Roth	110822 ROTH	001 005 518 10 43 00	HR-Travel & Meetings	CERT Program Manager Course Meal PerDiem	57140	\$48.00
Roth	110922 ROTH	001 005 518 10 43 00	HR-Travel & Meetings	CERT Program Manager Course Meal PerDiem	57140	\$48.00
Roth	111022 ROTH1	001 005 518 10 43 00	HR-Travel & Meetings	CERT Program Manager Course Hotel Reimbursement	57140	\$288.02
Roth	111022 ROTH2	001 013 518 20 32 00	GG-Fuel	PW84 Fuel Reimbursement	57140	\$15.00
					57140 Total	\$399.02
Sansaver	111722 SANSAVER	001 005 518 10 49 02	HR-Employee Recognition	Holiday Decor for City Event Reimbursement	57141	\$51.63
					57141 Total	\$51.63
SavATree LLC	12295215	001 010 576 80 41 01	PK-Professional Tree Srv	Arborist Report for 3100 125th Ave NE	57142	\$624.00
					57142 Total	\$624.00
Scott	120122 SCOTT	001 000 382 10 00 01	The Mill - Deposit	LS22-Miller The Stack Rental 12/01/22 Deposit Refund	57143	\$100.00
					57143 Total	\$100.00
Service Electric Co Inc	910470	001 008 521 50 48 00	LE-Facility Repair & Maint	Generator & ATS Service at PD	57144	\$500.22
					57144 Total	\$500.22
Snohomish County Human Services Dept	I000596116	001 013 566 00 41 00	GG - Liquor Tax to SnoCo	Q3 2022 Liquor Excise Taxes	57145	\$3,073.46
					57145 Total	\$3,073.46
Snohomish County Public Works	I000599509	101 016 542 30 48 00	ST-Repair & Maintenance	Signal/Sign Repair & Maint 10-2022	57146	\$574.30
Snohomish County Public Works	I000599680	101 016 542 30 48 00	ST-Repair & Maintenance	Signal/Sign Repair & Maint 10-2022	57146	\$2,070.69
					57146 Total	\$2,644.99
Snohomish County PUD	100691488	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Area Lighting	57147	\$8.61
Snohomish County PUD	100691488	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Electric	57147	\$1,124.38
Snohomish County PUD	100691488	001 008 521 50 47 00	LE-Facility Utilities	204719082 Police Station Water	57147	\$185.65
Snohomish County PUD	105921375	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	57147	\$21.52
Snohomish County PUD	105924494	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	57147	\$55.31
Snohomish County PUD	105930371	001 012 575 30 47 00	CS- Museum - Utilities	200558690 Museum Electric/Water	57147	\$78.06
Snohomish County PUD	112504681	001 010 576 80 47 00	PK-Utilities	202340527 Decant Yard	57147	\$6.93
Snohomish County PUD	112504681	101 016 543 50 47 00	ST-Utilities	202340527 Decant Yard	57147	\$6.93
Snohomish County PUD	112504681	410 016 531 10 47 00	SW - Utilities	202340527 Decant Yard	57147	\$6.92
Snohomish County PUD	112505193	001 010 576 80 47 00	PK-Utilities	222947715 Hartford Industrial Electric/Water	57147	\$94.14
Snohomish County PUD	112505193	101 016 543 50 47 00	ST-Utilities	222947715 Hartford Industrial Electric/Water	57147	\$94.14
Snohomish County PUD	112505193	410 016 531 10 47 00	SW - Utilities	222947715 Hartford Industrial Electric/Water	57147	\$94.14
Snohomish County PUD	119099744	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal/Street Lights	57147	\$104.09
Snohomish County PUD	122405762	001 010 576 80 47 00	PK-Utilities	222509911 Davies Beach Electric/Water	57147	\$76.83
Snohomish County PUD	122407820	001 010 576 80 47 00	PK-Utilities	221908015 City Shop Mechanic	57147	\$65.03
Snohomish County PUD	122407820	101 016 543 50 47 00	ST-Utilities	221908015 City Shop Mechanic	57147	\$65.02
Snohomish County PUD	122407820	410 016 531 10 47 00	SW - Utilities	221908015 City Shop Mechanic	57147	\$65.01
Snohomish County PUD	122412356	101 016 542 63 47 00	ST-Lighting - Utilities	202013249 Traffic Signal 1933 79th Ave SE	57147	\$128.75
Snohomish County PUD	122412356	101 016 542 64 47 00	ST-Traffic Control -Utility	202013249 Traffic Signal 7441 20th St SE	57147	\$63.84
Snohomish County PUD	125725780	001 010 576 80 47 00	PK-Utilities	222625881 Froniter Circle Water	57147	\$55.31
Snohomish County PUD	129013796	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	57147	\$147.40
Snohomish County PUD	129014371	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	57147	\$28.94
Snohomish County PUD	132305887	101 016 542 63 47 00	ST-Lighting - Utilities	200363505 Traffic Signal	57147	\$83.49
Snohomish County PUD	135620274	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signals	57147	\$209.03
					57147 Total	\$2,869.47
Snohomish County PUD	138813263	001 010 576 80 47 00	PK-Utilities	222205049 Nourse Park Electric	57148	\$30.88
Snohomish County PUD	138816316	001 012 572 20 47 00	CS- Library-Utilities	203033030 Library Grade Rd Electric/Water	57148	\$422.10
Snohomish County PUD	138816844	001 010 576 80 47 00	PK-Utilities	222509887 Davies Beach Electric/Water	57148	\$155.77

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County PUD	142136454	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	57148	\$52.58
Snohomish County PUD	145466613	001 010 576 80 47 00	PK-Utilities	222658130 The Timbers Park Water	57148	\$973.65
Snohomish County PUD	145471465	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	57148	\$59.60
Snohomish County PUD	145476640	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	57148	\$129.32
Snohomish County PUD	148765429	001 010 576 80 47 00	PK-Utilities	203599006 City Shop Electric/Water	57148	\$298.08
Snohomish County PUD	148765429	101 016 543 50 47 00	ST-Utilities	203599006 City Shop Electric/Water	57148	\$298.07
Snohomish County PUD	148765429	410 016 531 10 47 00	SW - Utilities	203599006 City Shop Electric/Water	57148	\$298.07
Snohomish County PUD	148769241	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Electric	57148	\$313.51
Snohomish County PUD	148769241	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Water	57148	\$380.38
Snohomish County PUD	148769241	101 016 542 63 47 00	ST-Lighting - Utilities	203582010 Street Lights	57148	\$37.32
Snohomish County PUD	148769241	001 012 557 30 40 01	CS- VIC Utilities	203582010 Visitor Information Center Electric	57148	\$227.25
Snohomish County PUD	148770411	101 016 542 63 47 00	ST-Lighting - Utilities	202988481 Street Lights	57148	\$125.72
Snohomish County PUD	152045190	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	57148	\$50.49
Snohomish County PUD	158499047	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	57148	\$11,450.99
Snohomish County PUD	158499048	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	57148	\$1,534.46
Snohomish County PUD	158499049	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	57148	\$1,281.34
Snohomish County PUD	161651546	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at113th	57148	\$73.48
					57148 Total	\$18,193.06
Snohomish County Sheriffs Office	2022-7559	001 008 523 60 41 00	LE-Jail	Jail Services 10-2022	57149	\$27,355.38
Snohomish County Sheriffs Office	2022-7577	001 008 523 60 41 00	LE-Jail	Jail Services Medical 10-2022	57149	\$1,004.71
					57149 Total	\$28,360.09
Snohomish County Treasurer	1122 TREASURER	633 000 586 00 00 02	Crime Victims Comp - SnoCo	Crime Victims Compensation 11-2022	57150	\$166.19
					57150 Total	\$166.19
SOLV Business Solutions Safeguard-233439	426489	001 004 514 23 31 00	FI-Office Supplies	2022 Tax Forms	57151	\$227.52
					57151 Total	\$227.52
Sound Publishing Inc	EDH966585	001 007 558 50 41 03	PL-Advertising	2022 Comprehensive Plan Docket PH LUA2022-0137	57152	\$175.68
Sound Publishing Inc	EDH966659	001 013 518 30 41 01	GG-Advertising	CC Special Meeting 11/15/22	57152	\$37.96
Sound Publishing Inc	EDH966686	001 007 558 50 41 03	PL-Advertising	Planning Comm Mtg Cancelled	57152	\$19.04
Sound Publishing Inc	EDH966775	001 013 518 30 41 01	GG-Advertising	Ordinance 1148	57152	\$36.24
Sound Publishing Inc	EDH966776	001 013 518 30 41 01	GG-Advertising	Ordinance 1147	57152	\$36.24
Sound Publishing Inc	EDH966777	001 013 518 30 41 01	GG-Advertising	Ordinance 1146	57152	\$41.40
Sound Publishing Inc	EDH966778	001 013 518 30 41 01	GG-Advertising	Ordinance 1149	57152	\$32.80
Sound Publishing Inc	EDH966897	001 013 518 30 41 01	GG-Advertising	Salary Comm Meeting 12/01/22	57152	\$31.08
Sound Publishing Inc	EDH967004	001 007 558 50 41 03	PL-Advertising	Park/Rec Board Meeting Cancelled 12/14/22	57152	\$19.04
Sound Publishing Inc	EDH967306	001 007 558 50 41 04	Permit Related Professional Sr	LUA2022-0148 Shoreline Master Program Update	57152	\$84.40
Sound Publishing Inc	EDH967308	001 007 558 50 41 04	Permit Related Professional Sr	LUA2022-0161 Woodrock (Wrona) Final Plat	57152	\$80.96
Sound Publishing Inc	EDH967455	001 007 558 50 41 04	Permit Related Professional Sr	LUA2022-0144 Notice	57152	\$79.24
					57152 Total	\$674.08
Sound Safety Products Co Inc	504266/1	001 001 513 10 31 00	Executive - Supplies	Hi-Visibility Jacket for the Mayor	57153	\$89.01
					57153 Total	\$89.01
Sound Security Inc	1073467	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH	57154	\$571.20
Sound Security Inc	1073467	001 012 575 50 47 00	CS- The Mill- Utilities	Fire & Security Monitoring The Mill	57154	\$385.00
Sound Security Inc	1073467	001 010 576 80 41 00	PK-Professional Services	Fire Monitoring/Confidence Testing PW Shop	57154	\$289.82
Sound Security Inc	1073467	101 016 542 30 41 02	ST-Professional Service	Fire Monitoring/Confidence Testing PW Shop	57154	\$289.82
Sound Security Inc	1073467	410 016 531 10 41 01	SW - Professional Services	Fire Monitoring/Confidence Testing PW Shop	57154	\$289.82
					57154 Total	\$1,825.66
Specialized Pavement Marking Inc	27123-2	101 016 542 64 48 02	ST-Traffic Control - Striping	2022 Roadway Striping	57155	\$96,135.00
					57155 Total	\$96,135.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Springbrook Nursery & Trucking Inc	338260	101 016 542 30 41 02	ST-Professional Service	Dump Fees - Brush/Stumps	57156	\$24.00
Springbrook Nursery & Trucking Inc	338297	101 016 542 30 41 02	ST-Professional Service	Dump Fees - Brush/Stumps	57156	\$36.00
					57156 Total	\$60.00
Stanifer Properties Realty	120522 STANIFER	001 000 382 10 00 01	The Mill - Deposit	LS22-Stanifer The Stack Rental 11/29/22 Deposit Refund	57157	\$100.00
					57157 Total	\$100.00
Stericycle Inc	3006232308	001 010 576 80 41 00	PK-Professional Services	Hazardous Water Disposal PW	57158	\$3.46
Stericycle Inc	3006232308	101 016 542 30 41 02	ST-Professional Service	Hazardous Water Disposal PW	57158	\$3.45
Stericycle Inc	3006232308	410 016 531 10 41 01	SW - Professional Services	Hazardous Water Disposal PW	57158	\$3.45
					57158 Total	\$10.36
Summit Law Group PLLC	141142	001 011 515 41 41 03	Ext Consult - Labor Relations	General Labor Matters 10-2022	57159	\$3,607.00
					57159 Total	\$3,607.00
Sunbelt Rentals Inc	132978907-0001	001 010 576 80 45 00	PK-Equipment Rental	Manlift Rental for Holiday Lights Downtown	57160	\$1,777.87
Sunbelt Rentals Inc	132978907-0001	101 016 542 30 45 00	ST-Rentals-Leases	Manlift Rental for Holiday Lights Downtown	57160	\$1,777.87
					57160 Total	\$3,555.74
Technological Services Inc	24849	001 008 521 20 31 02	LE-Minor Equipment	LF Seat Recline Handle PT-18-79	57161	\$30.08
Technological Services Inc	24995	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Vehicle Service PT-17-75	57161	\$1,646.24
					57161 Total	\$1,676.32
Thyssenkrupp Elevator Corporation	5001990522	001 013 518 20 47 00	GG-Utilities	Elevator Service - 1819 S Lake Stevens Rd	57162	\$709.16
					57162 Total	\$709.16
Transpo Group USA Inc	29243	101 016 542 30 41 02	ST-Professional Service	On-Call Engineering Services Task #01 ADA Transition Plan	57163	\$13,004.12
					57163 Total	\$13,004.12
TransUnion Risk & Alternative Data Solutions Inc	4016011-202211-1	001 008 521 20 41 01	LE-Professional Serv-Fixed	TILO - Information Gathering Services	57164	\$81.83
					57164 Total	\$81.83
Trevor Justin Government Relations LLC	1	001 013 511 70 40 00	Lobbying Services	Lobbying Services 11-2022	57165	\$4,500.00
					57165 Total	\$4,500.00
ULINE	155856917	001 010 576 80 31 00	PK-Operating Costs	Screw Top Pails/Wire Ties/Step Stool	57166	\$158.57
ULINE	155856917	101 016 544 90 31 02	ST-Operating Cost	Screw Top Pails/Wire Ties/Step Stool	57166	\$158.58
ULINE	155856917	410 016 531 10 31 02	SW - Operating Costs	Screw Top Pails/Wire Ties/Step Stool	57166	\$158.58
ULINE	155916713	101 016 544 90 31 02	ST-Operating Cost	Trash Can Liners/Durarmor Ice	57166	\$217.97
ULINE	155916713	410 016 531 10 31 02	SW - Operating Costs	Trash Can Liners/Durarmor Ice	57166	\$217.97
ULINE	156689712	101 016 544 90 31 02	ST-Operating Cost	Pedestal File Drawer/Bookcase/Air Freshener/Trash Bags	57166	\$476.57
ULINE	156689712	410 016 531 10 31 02	SW - Operating Costs	Pedestal File Drawer/Bookcase/Air Freshener/Trash Bags	57166	\$476.57
					57166 Total	\$1,864.81
UPS	0000074Y42462	001 008 521 20 42 00	LE-Communication	Evidence Shipping	57167	\$30.15
UPS	0000074Y42472	001 008 521 20 42 00	LE-Communication	Evidence Shipping	57167	\$33.23
					57167 Total	\$63.38
Viking Marine Constuction LLC	12-22 RETAINAGE	004 000 582 20 00 00	Retainage Release	Davies Beach Boat Dock Pilings Retainage Release	57168	\$2,500.00
Viking Marine Constuction LLC	12-22 RETAINAGE	302 000 582 20 00 00	Retainage Release	Davies Beach Boat Dock Pilings Retainage Release	57168	\$773.00
					57168 Total	\$3,273.00
Warbis	112822 WARBIS S	001 008 521 20 32 00	LE-Fuel	Fuel Reimbursement for PT-17-76	57169	\$11.00
					57169 Total	\$11.00
Washington State Dept of Ecology	23-WAR045523-1	410 016 531 10 41 08	SW - DOE Annual Permit	Muni Stormwater Phase 2 FY 2023	57170	\$14,434.47
					57170 Total	\$14,434.47
Washington State Patrol	I23002742	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks 11-2022	57171	\$159.00
					57171 Total	\$159.00
Washington State Support Registry	112522	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	0	\$546.86
					0 Total	\$546.86

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
West Coast Pet Memorial Services	WA70314-I-0048	001 010 576 80 41 00	PK-Professional Services	Animal Cremation Services 11-2022	57172	\$57.66
West Coast Pet Memorial Services	WA70314-I-0048	101 016 542 30 41 02	ST-Professional Service	Animal Cremation Services 11-2022	57172	\$57.67
West Coast Pet Memorial Services	WA70314-I-0048	410 016 531 10 41 01	SW - Professional Services	Animal Cremation Services 11-2022	57172	\$57.67
					57172 Total	\$173.00
Willards Pest Control Co	397203	001 008 521 50 48 00	LE-Facility Repair & Maint	Monthly Rodent Service - PD	57173	\$77.98
Willards Pest Control Co	397205	001 008 521 50 48 00	LE-Facility Repair & Maint	All Nuisance Ants - PD	57173	\$143.36
					57173 Total	\$221.34
WR Lake Stevens LLC	10-2022 WR	001 008 521 20 41 01	LE-Professional Serv-Fixed	Car Washes for PD Vehicles 10-2022	57174	\$580.00
WR Lake Stevens LLC	11-2022 WR	001 008 521 20 41 01	LE-Professional Serv-Fixed	Car Washes for PD Vehicles 11-2022	57174	\$580.00
					57174 Total	\$1,160.00
Zachor Stock & Krepps Inc PS	22-LKS-0011	001 011 515 41 41 02	Ext Consult - Prosecutor Svs	Prosecution Services 11-2022	57175	\$13,818.48
					57175 Total	\$13,818.48
Ziply Fiber	11-2022 ZIPLY	001 012 575 30 47 00	CS- Museum - Utilities	Telephone Services Museum	57176	\$223.70
Ziply Fiber	11-2022 ZIPLY	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	57176	\$65.15
					57176 Total	\$288.85

**CITY OF LAKE STEVENS
CITY COUNCIL SPECIAL MEETING MINUTES**

November 15, 2022, at 6:00 p.m.

Hybrid Meeting - By Remote Participation via Zoom & in Person at The Mill Building

CALL TO ORDER: 6:00 p.m. by Council President Ewing

ELECTED OFFICIALS PRESENT: Councilmembers Kim Daughtry, Gary Petershagen, Mary Dickinson, Marcus Tageant, Steve Ewing, Shawn Frederick and Anji Jorstad

ELECTED OFFICIALS ABSENT: Mayor Brett Gailey

Call to Order

Mayor Brett Gailey called the meeting to order at 6:00 p.m.

Pledge of Allegiance

Mayor Brett Gailey led the Pledge of Allegiance.

Roll Call

All Councilmembers were present.

Approval of Agenda

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Tageant, to add an Executive Session to discuss potential litigation at the end of the meeting. The motion passed 7-0-0-0.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Tageant, to approve the agenda as amended. The motion passed 7-0-0-0.

Citizen Comment

Melissa Knaak

Ms. Knaak spoke about the Chapel Hill property and the library.

Guest Business

Lake Stevens Industrial Center - Mackenzie Consultants

Public Hearing

Short Term Rentals Ordinance (LUA2022-0046)

Planning Manager Levitan explained that the Council needs to hold the public hearing and take public testimony on LUA2022-0046, a city-initiated land use code amendment that would repeal and replace LSMC 14.44.064 (Tourist Homes) with new regulations for short-term rentals and make changes to other associated LSMC chapters.

Staff's recommendation is to approve Ordinance No. 1139 amending LSMC Chapters 14.08 (Definitions), 14.16A (Administration and Procedures), 14.40 (Permissible Uses), 14.44 (Supplementary Use Regulations) and 14.72 (Parking), which has been revised to incorporate Council feedback provided at their September 13, October 4, November 1 and November 8 meetings.

Council President Ewing opened the public hearing at 6:57 p.m.

The following citizens spoke in opposition of the Ordinance:

Kirsten Haugen, Lake Stevens.

Kyle Havens, Lake Stevens.

Melissa Maffeo, Lake Stevens.

Susan Green, Lake Stevens.

Todd Spradlin, Lake Stevens.

Aileen Spradlin, Lake Stevens.

Janice Huxford, Lake Stevens.

John Spencer, Lake Stevens.

Cliff Call, Lake Stevens.

Nikki Odegaard, Lake Stevens.

Nathan Packard, Lake Stevens.

Mayor Gailey closed the public hearing at 7:25 p.m.

Council engaged in a deliberation about the Ordinance.

MOTION. Councilmember Ewing made a motion to amend Ordinance 1139 to require lakefront residential to be hosted.

The motion failed due to a lack of a second.

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Dickinson, to form a citizen/Council subcommittee to look at issues brought by the citizens and look at the Ordinance in front of us tonight and find the proper Ordinance. The subcommittee will be made up of 6 citizens, 3 Councilmembers and 2 Planning Commission members, with a total of 3 meetings and a draft Ordinance to come back to the Council by the end of February 2023 for public comment. Mayor Gailey will appoint the citizens, Council President Ewing will appoint the Councilmembers and the Planning Commission Chair will decide on the two Planning Commission Members. The motion passed 7-0-0-0.

Discussion Items

Update on Housing Needs Assessment and Housing Need Allocations

Planning Manager Levitan provided an update on the Housing Needs Assessment and concurrent work underway at the county level to allocate housing units across different income levels to individual jurisdictions within Snohomish County.

Process/Timeline for Filling a Council Vacancy

Council spoke about the timeline and process for filling the Council vacancy due to Councilmember Frederick's resignation. Staff will prepare a notice for the vacancy and the deadline for letters of interest will be November 30, 2022.

Review Agenda for November 22, 2022

Executive Session

The meeting recessed to executive session at 8:38 p.m. to discuss property acquisition for approximately 20 minutes. There will be no action.

At 9:00 p.m., the executive session was extended to 9:15 p.m.

At 9:15 p.m., the executive session was extended to 9:20 p.m.

Adjournment:

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Tageant, to adjourn the meeting. The motion passed 6-1-0-0 with Councilmember Frederick opposed. The meeting adjourned at 9:21 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

CITY OF LAKE STEVENS
CITY COUNCIL REGULAR MEETING MINUTES

November 22, 2022, at 6:00 p.m.

Hybrid Meeting - By Remote Participation via Zoom & in Person at The Mill Building

CALL TO ORDER: 6:00 p.m. by Mayor Brett Gailey

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Kim Daughtry, Mary Dickinson, Marcus Tageant, Steve Ewing, Shawn Frederick and Anji Jorstad.

ELECTED OFFICIALS ABSENT: Councilmember Petershagen

Call to Order

Mayor Brett Gailey called the meeting to order at 6:00 p.m.

Pledge of Allegiance

Mayor Brett Gailey led the Pledge of Allegiance.

Roll Call

All Councilmembers were present except Councilmember Petershagen.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Dickinson, to excuse Councilmember Petershagen. The motion passed 6-0-0-1.

Approval of Agenda

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Frederick, to approve the agenda as submitted. The motion passed 6-0-0-1.

Guest Business

Corporal Promotion for Alex Michael

Citizen Comments

Mayor Gailey explained that public comment would only be 2 minutes tonight due to the number of people who want to speak.

Erin V., Lake Stevens. Erin spoke about her concerns with views not being protected in the City and asked the City to look at height restrictions.

Julia M., Lake Stevens. Julia also spoke about height restrictions with views to the lake.

Mitch L., Lake Stevens. Mitch also spoke about height restrictions.

Council Business

Councilmember Dickinson attended the Senior Center Board meeting last week. They are thankful for the donation from the City.

Councilmember Frederick attended the County Leaders Conference in Renton.

Councilmember Daughtry gave an update on Community Transit.

Mayor Business

Mayor Gailey attended the Lake Stevens Education Foundation breakfast.

Consent Agenda

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Frederick, to approve the consent agenda. The motion passed 6-0-0-1.

The consent agenda items were as follows:

- 2022 Vouchers
- City Council Meeting Minutes of October 25, 2022
- City Council Meeting Minutes of November 1, 2022
- City Council Meeting Minutes of November 8, 2022
- Change Order for the 2022 Pavement Overlay and ADA Upgrades
- Agreement to Relinquish Real Property (Rucker Building)
- Interlocal Agreement with Lake Stevens School District for Shared Resources and Facilities
- Resolution 2022-14 - City Fee Schedule

Public Hearing**Public Hearing 2: 2023 Budget Ordinance 1150**

Finance Director Stevens explained that this is the second & final reading of the 2023 Budget and staff is recommending Council adopt Ordinance No. 1150 approving the 2023 Budget.

Mayor Gailey opened the public hearing for public comment.

There were no public comments.

Mayor Gailey closed the public hearing for public comment.

Council thanked staff for all of their work on the budget.

MOTION. Councilmember Frederick made a motion, seconded by Councilmember Jorstad, to approve Ordinance 1150 approving the 2023 Budget. The motion passed 5-1-0-1 with Councilmember Ewing opposed.

2022 Comprehensive Plan Docket and Associated Rezones

Planning Manager Levitan explained that tonight is a public hearing for the 2022 Comprehensive Plan Amendments and associated rezones.

Staff is recommending that Council approve Ordinances No. 1152 and 1153, amending the Lake Stevens Comprehensive Plan, including map and text amendments and amendments to the 20th St SE Corridor and Lake Stevens Center subarea plans, and adopting associated rezones.

Mayor Gailey opened the public hearing for public comment.

The following citizens spoke against re-zoning the Chapel Hill property to commercial:

Kristi L., Lake Stevens.

Mary B., Lake Stevens.

Lindsey L., Lake Stevens.

Collin K., Lake Stevens.

Patrick O., Lake Stevens.

Albert L., Lake Stevens.

Jason B., Lake Stevens.

Frank M., Lake Stevens.

Leah E., Lake Stevens.

Mayor Gailey closed the public hearing for public comment.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Frederick, to approve Ordinances 1152 and 1153. The motion passed 4-2-0-1 with Councilmember Ewing and Councilmember Dickinson opposed.

Action ItemsContract Supplement for 2023 Lake Management

Director Halverson recommended the Council authorize the Mayor to sign the letter authorizing the 2023 cost of services in the amount of \$17,595 to perform the scope of work set forth in the ILA that was signed June 26, 2022.

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Tageant, to authorize the Mayor to sign the letter authorizing the 2023 cost of services in the amount of \$17,595 to perform the scope of work set forth in the ILA. The motion passed 6-0-0-1.

Discussion ItemsReview 2023 Council Retreat Agenda (Will be handed out at the meeting)Review Agenda for December 6, 2022 Workshop

Executive Session

The meeting recessed to executive session at 7:49 p.m. to discuss collective bargaining and property acquisition for 10 minutes with no action.

At 8:05 p.m., the executive session was extended for 15 minutes to 8:20 p.m.

Adjournment:

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Dickinson, to adjourn the meeting. The motion passed 6-0-0-1. The meeting adjourned at 8:21 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

**CITY OF LAKE STEVENS
CITY COUNCIL SPECIAL MEETING MINUTES**

December 6, 2022, at 6:00 p.m.

Hybrid Meeting - By Remote Participation via Zoom & in Person at The Mill Building

CALL TO ORDER: 6:00 p.m. by Mayor Brett Gailey

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Kim Daughtry, Gary Petershagen, Mary Dickinson, Marcus Tageant, Steve Ewing, Shawn Frederick and Anji Jorstad.

Call to Order

Mayor Brett Gailey called the meeting to order at 6:00 p.m.

Pledge of Allegiance

Mayor Brett Gailey led the Pledge of Allegiance.

Roll Call

All Councilmembers were present.

Approval of Agenda

MOTION. Councilmember Frederick made a motion, seconded by Councilmember Daughtry, to approve the agenda as presented. The motion passed 7-0-0-0.

City Comments

There were no public comments.

Action Items

Ordinance 1154 Amending the 2023 Budget Ordinance 1150, Concerning the Salary Schedule for Non-Exempt Employees

Director Stevens asked the Council to approve this Ordinance that corrects the non-exempt employee salary range table.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Dickinson, to approve Ordinance 1154. The motion passed 7-0-0-0.

Amendment to Lake Stevens Food Bank Funding Agreement

Director Stevens explained the changes proposed in the agreement.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Daughtry, to approve the amendments to the food bank agreement. The motion passed 7-0-0-0.

Guest Business

Recognition of Doug Levy, City's Lobbyist

Mayor Gailey recognized Mr. Levy for 10 years of excellent service to the City.

Discussion Items

Code Enforcement Update

Director Wright and Code Enforcement Officer Fauth provided an update to the Council.

Source Control Ordinance

Surface Water Manager Farrant and Surface Water Coordinator Anderson requested the Council's review and input on the adoption of Ordinance 1151 amending and adding language in Title 11 to define a Source Control Program and clarify existing language. This Ordinance will come back to the next meeting for action.

Parks and Recreation Department 5-Year Plan

Director Garceau presented the 5-Year Plan for her department.

Reviewed Draft Agenda for the December 13, 2022 Meeting

Executive Session

The meeting recessed to executive session at 7:41 p.m. to discuss Qualifications of a Candidate for Appointment to Elective Office and Potential Litigation for approximately 30 minutes with action expected.

At 8:12 p.m., the session was continued to 9:00 p.m.

Note: Councilmember Frederick left the meeting at 8:30 p.m.

Action Items:

The meeting reconvened to regular session at 9:00 p.m.

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Jorstad, that the final candidates for the Council vacancy would be Brian McManus, Christopher Rich, Jessica Bilkovich, John Huber, Ryan Donoghue, Samir Nasr and Todd Welch. The motion passed 7-0-0-0.

Adjournment:

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Dickinson, to adjourn the meeting. The motion passed 7-0-0-0. The meeting adjourned at 9:02 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

CITY COUNCIL STAFF REPORT



Agenda Date: 12/13/2022

Subject: Washington State Parks & Recreation Commission – Recreation Boating Program & Federal Financial Assistance Grant (MLE 123-408)

Contact Person/Department: Jeffrey Beazizo, Police Department

Budget Impact:

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the Washington State Parks & Recreation Commission – Recreation Boating Program & Federal Financial Assistance Grant (MLE 123-408)

SUMMARY/BACKGROUND:

Lake Stevens Police Department partners with the Washington State Parks and Recreation Commission Boating Program. The purpose of this agreement is to set forth the obligations of both parties in the awarding of funds for recreational boating enforcement and education and to set forth the deliverables under the Federal Financial Assistance Grant. Under this grant program, the purpose of a marine patrol unit is to enforce RCW 79A.60 Regulation of Recreational Vessels and provide emergency response to boating accidents that occur on the water. All grants are awarded based on the potential success and ability of the marine patrol unit to provide such service to the boating community. The agency must match 25% of their allocated Federal Financial Assistance Grant with local funds. The grants may be utilized for the purchase, maintenance, and operation of vessels, marine equipment, educational material and personnel salaries. The term of this agreement, once signed by all parties, shall end on September 30, 2023.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 123-408 Lake Stevens PD-FFA Grant-Kpgs



**WASHINGTON STATE PARKS AND RECREATION COMMISSION
SUBRECIPIENT GRANT AGREEMENT
FEDERAL FINANCIAL ASSISTANCE GRANT**



Agreement No. MLE 123-408

This Agreement is between the State of Washington, Washington State Parks and Recreation Commission (WSPRC) acting by and through its Marine Law Enforcement Program (“MLE or “Recipient”) and **Lake Stevens Police Department** (“Subrecipient”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Per 2 Code of Federal Regulations 200 (2CFR200), WSPRC has determined this to be a “Subrecipient” relationship under 2 CFR 200.330. This subrecipient agreement is authorized by 2 CFR 200 and 50 CFR 80. MLE is authorized to provide grants for recreational boating enforcement and education activities and has sufficient grant funds available within its current biennial budget and has authorized expenditure on the Subrecipient’s Project as defined below, and the Subrecipient agrees to comply with 2 CFR 200, MLE rules and other MLE adopted policies and procedures, and this Subrecipient Grant Agreement.

SECTION 2: PURPOSE

The purpose of this Agreement is to set forth the obligations of both Parties in the awarding of funds for recreational boating enforcement and education and to set forth the deliverables under the Federal Financial Assistance Grant, hereinafter called the “Project.”

SECTION 3: COURTESY INFORMATION & REMINDER

Very important information is located throughout this document. The onus is on the Subrecipient to read the entire document which may include Attachments, Exhibits, or other information incorporated by reference.

Experience has shown that the following information seems to have the most interest for the Subrecipient. As such, MLE is providing this nonexclusive list but cautions that other important information does not appear in the Courtesy List.

- **Term:** See *Section 5.1 – Term*
- **Project Completion:** See *Section 5.2 – Project Completion*
- **Subrecipient’s Authorized Representative:** See *Section 6.2 – Subrecipient’s Authorized Representative*.
- **Project completion date:** See *Section 7.1.1 – Project Timeline*
- **Reimbursement Total:** See *Section 8.3.c [not titled]*.
- **Grant Funds:** See *Section 9.2 – Grant Funds*.
- **Accident Report:** See *Section 12.7 – Accident Report*
- **Information required for Federal Subawards (2 CFR §200.331(A) (1)):** See *Exhibit B*
- **Subrecipient’s Completed FFA Grant Application:** See *Attachment A*.

SECTION 4: DEFINITIONS

- 4.1 Attachment:** A document provided by the Subrecipient (application, budget plan, etc.) that is also made part of this agreement and incorporated by reference. See also Exhibit.
- 4.2 MLE:** The federally funded Marine Law Enforcement Program administered by Washington State Parks and Recreation Commission (WSPRC). For purposes of this agreement MLE represents the State of Washington. If MLE ceases to exist or is no longer the state program designated to administer this federal program, then references to MLE will be understood to be the State of Washington.
- 4.3 Equipment.** Equipment means tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.00
- 4.4 Exhibit:** A document provided by the MLE Program that is also a part of this agreement and incorporated by reference. See also Attachment.
- 4.5 RBS Officer:** Recreational Boating Safety Officer is a fully commissioned law enforcement officer in Washington State and has the authority to enforce the laws of the state of Washington and local ordinances. The RBS Officer must have attended the Washington state Basic Marine Law Enforcement Academy or an equivalent recognized by MLE.
- 4.6 Boating Safety Inspection:** A full inspection for all safety equipment, vessel registration when required and mandatory boater education compliance when required. The results of the inspection shall be documented through Washington states Statewide Electronic Collision and Ticket Online Records (SECTOR). This may be done at the time of the inspection or when SECTOR is available to the RBS Officer.
- 4.7 Law Enforcement Vessel:** A vessel used by a law enforcement agency and shall be equipped with proper markings showing it to be an official law enforcement vessel.
- 4.8 Recreational Vessel:** Defined in federal regulation 50 CFR 85.11 as a vessel owned and operated primarily for pleasure; or a vessel leased, rented, or chartered to another for recreational use.
- 4.9 Subrecipient:** A Non-Federal entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. In this agreement, the subrecipient is the successful applicant with whom Washington MLE awards a Federal Financial Assistance Grant (See 2 CFR 200.93).
- 4.10 Subrecipient Grant Agreement:** Also known as a subaward. Defined in federal regulation as “an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (See 2 CFR 200.92).
- 4.11 Small agency:** An agency which services a jurisdiction with a population below 30,000 people as determined by the latest U.S. Census.
- 4.12 Medium agency:** An agency which services a jurisdiction with a population of 30,000 or more and below 100,000 people as determined by the latest U.S. Census.

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- 4.13 Large agency:** An agency which services a jurisdiction of over 100,000 people as determined by the latest U.S. Census.
- 4.14 Boating Safety Program approval:** means that the county or local jurisdiction has entered into an agreement with state parks to develop and maintain a boating safety program meeting minimum requirements established by state parks.

SECTION 5: EFFECTIVE DATE AND DURATION

- 5.1 Term.** This Agreement is effective on the date of the last signature and terminates on **September 30, 2022**, or the date of final payment issuance, whichever is later, unless terminated earlier in accordance with *Section 22 - Termination*. See also, *Section 12.3 Useful Life*.
- 5.2 Project Completion.** Final billing for the Project shall be submitted to MLE on or before **October 15, 2023**. Unless approved in writing, MLE shall not be obligated to disburse any payments after this date.
- 5.3 Closeout.** (See 2 CFR § 200.343) MLE will closeout this award under this Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed by the Subrecipient.

SECTION 6: AUTHORIZED REPRESENTATIVES

- 6.1** WSPRC MLE Program Authorized Representative is:

Matthew M. Stowers, Marine Law Enforcement Coordinator
Washington State Parks - Boating Program
1111 Israel Road SW
Tumwater, WA 98501-6512
matt.stowers@parks.wa.gov

Backup:
Rob Sendak, Boating Program Manager
Washington State Parks - Boating Program
1111 Israel Road SW
Tumwater, WA 98501-6512
rob.sendak@parks.wa.gov

- 6.2** Subrecipient's Authorized Representative is:

Chief Jeff Beazizo
Lake Stevens Police Department
1825 S Lake Stevens Road
Lake Stevens, WA 98258-1960
jbeazizo@lakestevenswa.gov
(425) 334-9537

- 6.3** A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 7: RESPONSIBILITIES OF EACH PARTY

7.1 Responsibilities of Subrecipient:

This project itself is the sole responsibility of Subrecipient. MLE undertakes no responsibilities to Subrecipient, or to any third party, other than as expressly set out in this document. Subrecipient shall be solely responsible for the design, development, implementation, achievement of deliverables and reporting of the project, as those phases are applicable to this project, and solely responsible for any claim or suit of any nature by any third party related in any way to the project.

7.1.1 Project Timeline. The Subrecipient is responsible for maintaining the project timeline for all dates and activities outlined as the Subrecipient's responsibility as identified in the Subrecipient's FFA Grant Application (Attachment "A").

The Subrecipient shall complete the approved project no later than **September 30, 2023**, as a term of the acceptance of this grant award. The project timeline cannot be extended under the scope of this agreement.

MLE staff shall monitor the activities conducted under the scope of this project on a quarterly basis. Work will be considered complete, only when the following conditions are met:

- The activities described in the Scope of Work and this grant document have been achieved.
- All request for reimbursements have been submitted.
- All reporting through the MLE Statement of Activity Reporting system (SOAR) and SECTOR have been completed
- Appropriate proof of completion has been provided to MLE

If the work is not satisfactorily completed, Subrecipient will be in breach and MLE may, at its discretion, rescind the grant and require repayment of any grant funds already disbursed.

7.1.2 Design Preparation. The Subrecipient shall design a project that will have a reasonably likelihood of positively impacting the reduction of boating accidents, boating injuries, and boating fatalities. Such design shall include applicable items on the Checklist for Plans and Specifications as provided in the Subrecipient's MLE Grant Application (Attachment "A").

7.1.3 Purchase. The Subrecipient shall make no purchases in excess of \$2,500.00 without prior written authorization by MLE. All purchases must be in the furtherance of recreational boating safety and must adhere to the guidelines set out in the in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants manual. (Attachment "B").

7.1.4 Periodic Inspections. Subrecipient hereby grants to the Recipient, or its authorized representative, a right, equal in time to six years from the date of the last signature on this document, to enter upon Subrecipient's property as deemed necessary by the Recipient for inspection documents and any equipment. These periodic inspections are intended to ensure continued compliant use of the awarded funds toward recreational boating safety enforcement and education. materials, products, and workmanship to the original approved plans and specifications. These inspections require a 30-day advance notification to the Subrecipient of such inspection or access.

7.1.5 Commercial and Other Uses.

- a. For purposes of this *Section 7 – Responsibilities of Each Party*, Commercial Use means any activity on or affecting the Project that was not described in the Subrecipient's proposal, or not approved in writing by MLE, where the Subrecipient:
 - 1. has financial profit as a goal,
 - 2. charges any fees or receives any benefit to provide services, supplies or goods, or
 - 3. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.
- b. Subrecipient must restrict use of the Project funds to only recreational boats boating safety enforcement and education.

7.1.6 Publications & Advertising. The Subrecipient shall include the following statement if publishing any report, news release or publication regarding this project: *“Partial funding was through the Washington State Parks and Recreation Commission Marine Law Enforcement Program, and in cooperation with U.S. Recreational Boating Safety Act.”*

7.1.7 Project Sign. The Subrecipient may post in a conspicuous location on the vessel, a sign identifying WSPRC, may, Federal Agency's and specific federal grant program's participation in the Project.

The Subrecipient shall include the following statement if publishing any report, news release or publication regarding this project: *“Partial funding for this project was provided by the Washington State Parks Marine Law Enforcement Program. This program is funded by the U.S. C.G. through the Sport Fish Restoration and Boating Trust Fund, which is financed by your purchase of motorboat fuels and fishing equipment.”*

7.1.8 Public Access to Project. During the term of this Agreement the Subrecipient shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

7.1.9 Payments. Subrecipient agrees to:

- a. Make payment promptly as due to all contractors, subcontractors, vendors, or any other persons supplying labor or materials for the Project;
- b. All employers, including Subrecipient that employ subject workers shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for exemption. Subrecipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and
- c. Not permit any lien or claim to be filed or prosecuted against WSPRC, due to any construction or maintenance activities at the Project.

7.1.10 Alternative Dispute Resolution. The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

7.1.11 Indemnification by Subrecipient's Contractors. For purposes of this Section 7.1.11 – *Indemnification by Subrecipient's Contractors* the term “contractor” means actors downstream of the Subrecipient whether it be a contractor, a subcontractor, or downstream subrecipient of the Subrecipient. The Subrecipient shall take all reasonable steps to cause its contractor(s) to indemnify, defend, save and hold harmless the State of Washington and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

7.2 Responsibility of Marine Law Enforcement Program (MLE):

7.2.1 MLE shall pay Subrecipient as described in *Sections 8 – Conditions to Disbursement* and *Section 9 – Reimbursement and Payment Terms*.

SECTION 8: CONDITIONS TO DISBURSEMENT

8.1 Eligible project expenses include only those items from the list below that are in your approved project budget:

- 8.1.1** Grant funds may be used only for activities under WAC 352-65-040, the ten elements necessary to accomplish the Recreational Boating Safety (RBS) mission.
- 8.1.2** RBS salaries to include time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington state and who have completed an RBS course acceptable to State Parks (BMLE or equal).
- 8.1.3** Time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington state, and who have not completed a BMLE course is acceptable **ONLY** when working with an RBS trained officer **AND** when the agency has a written “two-officer policy for officers on marine patrol for the purpose of officer safety.
- 8.1.4** Providing instructors for the *Adventures in Boating* course that qualifies graduates for the required mandatory boater education card. Cost may include classroom supplies, light refreshments, other goods, and services necessary to promote and teach classes, and officer salaries, benefits, and wages. Officer salaries will only be reimbursed for those officers who have successfully completed State Parks *Adventures in Boating Instructor Training Class* and are listed on our files.
- 8.1.5** RBS training as outlined in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants (Attachment “C”)
- 8.1.6** RBS Equipment as outlined in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants (Attachment “C”). Any equipment expenditures over two thousand two hundred and fifty dollars (\$2,250.00) must receive authorization from state parks prior to purchase.

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- 8.1.7 Educational publications which promote RBS education that are already prepared or the creation, design, and printing of publications
 - 8.1.8 Promotion of Adventures in Boating classes, including presentation materials, light refreshments, and room rental for classes.
 - 8.1.9 Other items as deemed by MLE to be necessary to complete the project
 - 8.1.10 Support of the Basic Marine Law Enforcement Academy by agencies who provided MLE recognized instructors

8.2 Non-Allowable Costs and Expenditures.

- 8.2.1 Bullet proof vests are beneficial; however, equipment of this nature is not essential for meeting the established criteria in WAC 352-65-040 nor is it related to the performance of the RBS program mission and is considered a local agency responsibility to purchase.
- 8.2.2 Equipment used in recover operations (dive equipment, etc.) while being used in an RBS search or investigation mode are 100% eligible. Once this equipment is used for recovery operations it must be prorated between RBS missions and recovery missions.
- 8.2.3 Handheld or portable night vision, FLIR or thermal imaging devices are a 100% allowable expense while in RBS patrol, search, or investigation mode. Once this equipment is used for recovery operations it must be prorated. Permanently mounted and electrically wired FLIR and thermal imaging devices are 100% allowable expenses.
- 8.2.4 Homeland Security missions (weapons, etc.), or any other equipment determined as unrelated by the boating program is not an allowable expense.
- 8.2.5 Firefighting equipment is not an allowable expense.
- 8.2.6 Any equipment or vehicles not 100% dedicated to the RBS mission must be prorated, documenting the amount of time the equipment or vehicle was dedicated to the program.
- 8.2.7 Operating costs for law enforcement vessels boats (staff, fuel, fluids, repairs, maintenance) or operating costs for boats used to service floating restrooms (staff, fuel, fluids)
- 8.2.8 Documented staff or contract labor associated with routine custodial and non-routine maintenance and repairs, the cost of that person operating or maintaining the system.
- 8.2.9 Other items as deemed by MLE to be necessary to complete the project

8.3 Conditions Precedent to Any Reimbursement. MLE shall not be obligated to disburse any of the grant funds to reimburse the Subrecipient for Project costs hereunder unless MLE has received from the Subrecipient:

- a. Prior to Project plans, specifications, and cost estimate(s), statement of work, request for proposal or other documentation for the Project, documents must be in form and substance satisfactory to MLE.

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- b. Reimbursement Requests must be submitted on the approved MLE Grant Reimbursement form along with all supporting documentation. Reimbursements shall be prorated between the Parties based on the percentage of their respective cash or in-kind contributions as set forth in *Section 7 – Responsibilities of Each Party* and *Section 9 – Reimbursement and Payment Terms*.

Supporting documents must:

- Be numbered in the upper right corner and correspond to the “Document #” column on your Reimbursement Request Form
- Be dated. The date of the invoice must be within the period of performance of this award
- Have Subrecipient’s business name clearly identified
- Clearly identify the cost and the amount paid & show zero-balance due

If a receipt, invoice, or statement includes expenses not related to the MLE project, those costs must be highlighted and noted as “ineligible costs”.

- c. MLE will reimburse Subrecipient for eligible activities only after MLE has accepted the work as complete—expenditure as an allowable cost and all proper documents have been submitted with the reimbursement request. Reimbursement requests must be submitted on a quarter basis and during the quarter that the expenditure has taken place. Reimbursement from MLE shall not exceed fifty percent (50%) of the total project cost from eligible grant expenses. Total reimbursement under this grant agreement shall not exceed the award amount of **\$9,328.49**.
- d. MLE will reimburse Subrecipient up to an additional \$5,000.00 who supply a recognized BMLE instructor for 80 hours. For instructor services less than 80 hours, a sum of \$500.00 per day will be awarded. The additional award is available for use commencing on June 1, 2023.
- e. The Subrecipient may not exceed the approved budget which was proposed by the Subrecipient as part of the Subrecipient’s Subrecipient Grant Application that was accepted by MLE. The Subrecipient’s budget is attached to this agreement (Attachment “B”). If the Subrecipient would like to change the allocations of funds to the original budget, a budget amendment request must be sent in writing via email to MLE in advance of the expense being incurred.
- f. If a boat, a vehicle, or equipment is used partially for other purposes, costs must be pro-rated for that portion of their use that is for Recreational Boating Safety Act purposes.

8.4 Conditions Precedent to Partial Progress Payment(s). MLE shall not be obligated to make partial progress reimbursement payment(s) hereunder until the appropriate supporting documentation and reimbursement form has been submitted no less than on a quarterly basis of the percentage of Project completion has been received, reviewed, and approved by MLE. In no event shall MLE disburse more than fifty percent (50%) of the amount indicated in *Section 9.2 – Grant Funds* as progress payments.

8.5 Conditions Precedent to Final Payment. MLE shall not be obligated to make final payment hereunder until the following have been completed or supplied:

- a. Supporting documentation in form and content determined by MLE, has been received reviewed and approved by MLE; and
- b. Subrecipient provides summary of work achieved pursuant to the SOW as provided with the grant application to MLE with funding the Project; and
- c. Inspection and approval of the Project by MLE Program staff.

SECTION 9: REIMBURSEMENT AND PAYMENT TERMS

9.1 Federal Fund Approval. MLE has received a grant from the United States Department of Homeland Security, United States Coast Guard as described pursuant to 2 CFR 200.331 on Exhibit B. In accordance with 2 CFR 200.330, MLE's determination is that the other party to this contract is a subrecipient and is therefore a subrecipient of federal funds.

9.2 Grant Funds. Upon approval by its governing body or bodies, MLE shall provide federal grant funds in the amount of **Nine Thousand, Three Hundred Twenty-Eight and 49/100ths Dollars (\$9,328.49)** to the Subrecipient to fund the Project.

9.3 Match. The Subrecipient shall contribute at least twenty-five percent (25%) of the total project cost as cost sharing or non-federal match as described in the approved project budget. Such cost sharing or match may be provided as cash costs or in-kind services provided such services are reasonable and necessary for grant purposes. Vessel Registration Fees cannot be used as match. These are non-reimbursable items. Allowability of any cost sharing or match shall be determined in accordance with 50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100.

The Subrecipient shall maintain records that adequately document the valuation of non-federal match/in-kind services in accordance with 50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100. The Subrecipient shall submit a summary of the valuation to MLE. Further instruction on adequate valuation of match expenses can be provided by contacting the Marine Law Enforcement Coordinator or the Program Manager.

9.3.1 Matching Cash Funds. The Subrecipient shall contribute the total sum of **Two Thousand, Three Hundred Thirty-Two and 12/100ths Dollars (\$2,332.12)** in cash or in-kind match. It is understood that match cannot be from another federal source and are non-reimbursable costs. In addition, **Vessel Registration Fee funds cannot be used as match**; however, in-kind match as reported in the VRF Expenditure Report can.

9.3.2 Matching Non-cash Resources. Non-cash resources, in-kind; match is allowable under the FFA grant. Any expenditure the subrecipient incurs in support of their recreational boating safety program can be used as non-cash match.

9.4 Allowable Costs. All costs charged by the Subrecipient must be eligible, necessary, and reasonable for performing the tasks outlined in the approved project work plan. The costs, including match, must be incurred during the period of performance of the project and

submitted for reimbursement during the quarter which the costs are incurred. The costs also must be allowable and well documented, in conformance with specific federal requirements (50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100.

- 9.5 Payments.** After the Subrecipient awards the contract for the Project, and activities commence, MLE shall, upon receipt of the Subrecipient's request for reimbursement and appropriate documentation all in form and substance satisfactory to MLE, disburse funds to the Subrecipient in accordance with *Section 8 - Conditions to Disbursement*.

Subrecipient may request reimbursements no less than on a quarterly basis and during the quarter for which the expenditures have been incurred for project expenses. Reimbursement shall take place after Subrecipient submits a properly completed Reimbursement Request Form (provided by MLE), along with required supporting documentation. Requests shall only be allowed when requested on the proper forms provided by MLE, reference this agreement number, and accompanied with appropriate supporting documentation.

Subrecipient shall be reimbursed for the actual project costs incurred, up to the total reimbursement amount defined above as long as grant funds remain available. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures are for allowable purposes and that documentation is readily available to verify that such charges are accurate. The burden of proof lies with the subrecipient to provide clear information as to the expense and form of payment.

- 9.6 Cost Overruns.** Cost overruns are the responsibility of Subrecipient and must be borne by Subrecipient.

- 9.7 Overpayment.** In the event that the aggregate amount of MLE's interim progress payments to the Subrecipient exceeds the allowable reimbursable costs of the Subrecipient for the Project, the Subrecipient agrees to refund to MLE the amount paid in excess of such allowable expenses within thirty (30) days of **September 30, 2023**.

- 9.8 Offset or Reduction.** The Subrecipient agrees that payment(s) made by MLE under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that are found by MLE not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Subrecipient shall pay MLE the amount of such excess within 30 days after written notice of disallowed costs is provided by MLE.

- 9.8.1 Entertainment Costs.** In accordance with 2 CFR 200, the cost of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as meals, lodging, rentals, transportation, gratuities, and alcoholic beverages are not allowable expenses.

- 9.8.2 Prior Costs.** MLE will not reimburse Subrecipient for any costs incurred prior to the effective date of this agreement **October 1, 2022**.

SECTION 10: REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants to MLE that:

- 10.1** Subrecipient is a law enforcement agency, duly organized and validly existing. Subrecipient has the power and authority to enter into and perform this Agreement.
- 10.2** The making and performance by Subrecipient of this Agreement (a) have been duly authorized by Subrecipient, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Subrecipient's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is party or by which Subrecipient may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Subrecipient of this Agreement, other than those that have already been obtained.
- 10.3** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid, and binding obligation of Subrecipient enforceable in accordance with its terms.
- 10.4** Subrecipient has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Subrecipient will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade, or profession; and
- 10.5** Subrecipient shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement. The representations and warranties set forth in this *Section 10- Representation and Warranties* are in addition to, and not in lieu of, any other representations or warranties provided by Subrecipient.

SECTION 11: GOVERNING LAW AND CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between MLE or any other agency or department of the State of Washington, or both, and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Superior Court for Thurston County, State of Washington; provided, however, if a Claim MUST be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the Western District of Washington. In no event shall this *Section 11 – Governing Law and Consent to Jurisdiction* be construed as a waiver by the State of Washington of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 12: EQUIPMENT: OWNERSHIP, MAINTENANCE, USEFUL LIFE & DISPOSAL

12.1 Ownership Of Equipment. Except as otherwise provided herein, Subrecipient shall retain ownership of equipment purchased pursuant to the terms of the grant. Subrecipient may not, during the term of the grant, transfer or convey its ownership interest in the equipment. Subrecipient shall not at any time during the term of the grant convert any facility equipment which was acquired pursuant to the grant to a use other than those for which the assistance was originally approved.

Equipment purchased with Recreational Boating Safety Act funds shall be used only for the purpose for which it was purchased and no other purpose, whether or not the Subrecipient continues to be supported by Recreational Boating Safety Act grant funds.

Observed/reported incidents of unauthorized use of MLE equipment shall be addressed by the following:

- 1) Any observed/reported incident of unauthorized use of MLE funded vessels will be followed-up by MLE communication with the Subrecipient. MLE may conduct site visits or contact area boaters for supplemental information as necessary.
- 2) In those instances where the MLE determines that an unauthorized use of a MLE funded vessel has occurred, the MLE will provide written notification to the operator of its determination with a warning that continued misuse or abuse of MLE-funded vessels and equipment may result in:
 - a) the removal of misused equipment from the facility; and/or
 - b) an assessment against the operator for reimbursement of the federal contribution against the current market value of the vessel.

12.2 Title. Title to equipment purchased under this Agreement shall vest in the Subrecipient. If the Subrecipient determines that it cannot use the equipment for the stated grant purposes at any point prior to the end of the equipment's useful life, but after the end of this award period and any extensions thereof, the Subrecipient shall inform MLE in writing within 30 days of such determination. Such equipment shall be transferred by the Subrecipient to a third party approved by MLE for use for grant purposes in accordance with applicable provisions of state and federal law. Should the equipment not be transferred to another state parks RBS approved law enforcement agency in accordance with this provision, the equipment shall either be returned to MLE for use for grant purposes, or it shall be disposed in accordance with 50 CFR Part 85; and 2 CFR Part 200.

12.3 Useful Life. Beyond the acquisition grant period of performance and throughout the duration of the equipment's useful life, the equipment must continue to be used in the program or project for which it was acquired, as Recreational Boating Safety Act Program. When no longer needed for the original program or project, equipment may be used in other activities in the following order of priority:

- a. Activities supported under a Federal award from the Federal awarding agency which funded the original program or project; then
- b. Activities under Federal awards from other Federal awarding agencies; then
- c. Any activities consistent with the administration of the Washington State Parks and Recreation Commission.

12.4 Special Survivorship Note: Ownership is not absolute. Regardless of agreement's expiration, anything tangible, intangible, or intellectual property that was purchased or created from federal funds or funded with federal funds maintains federal and state MLE entanglements, requirements, or conditions (conditional ownership) unless/until released by the MLE or federal government in writing. While other conditions may apply, typically a release would occur upon the MLE, or federal government being completely satisfied that the item in question has reached the end of its useful life which is usually a dollar value. Determination of value is solely at the discretion of the MLE or federal government. Should professional appraisal services be needed to determine value, these costs shall be borne by the Subrecipient. Selection of an appraisal services firm is subject to the written approval of the MLE or federal government.

12.5 Use and Maintenance. The Subrecipient shall operate and maintain the equipment, purchased, constructed, installed, renovated, operated, repaired, or maintained with MLE grant funds to function as intended for the full period of their useful life and in a manner that provides adequate service, promotes use, and protects public health. Such conditions include:

12.5.1 Subrecipient shall operate and maintain grant funded equipment in accordance with all applicable Federal, State, and local laws, orders, regulations and permits.

12.5.2 Operation shall include having trained personnel available to facilitate operation of the equipment and a schedule for maintenance.

12.5.3 Law Enforcement vessels shall be operated by trained personnel with a valid State of Washington Boater Education Card or equivalent and be a graduate of state parks Basic Marine Law Enforcement Academy or equivalent.

12.5.4 Law Enforcement vessels shall be equipped with all federally required safety equipment and provide and ensure appropriate personal flotation devices are worn at all times when on the vessel or dock.

12.5.5 All law enforcement vessels shall have a routine schedule for maintenance.

12.5.6 As a condition of receiving the grant funds, Subrecipient shall actively maintain the vessel for the **full design life** of the equipment provided from this grant.

12.5.7 Subrecipient shall be responsible for all operation, maintenance, and repair of all vessels and equipment provided from this grant.

12.6 Equipment Replacement.

When original or replacement equipment acquired under this award is no longer needed or the Subrecipient is no longer able to support the RBS mission and the disposition occurs during the grant period, disposition of the equipment shall be made as follows:

- The equipment may be transferred at no cost to another law enforcement agency with a state parks approved marine law enforcement program (e.g., city or county law enforcement agency) if such equipment will remain in use and be dedicated to the MLE program. The conditions for such transfer shall be stipulated by the MLE

and shall include the same requirements as those imposed in the original grant. Any cash or in-kind match paid when the equipment was originally purchased will be forfeited in total.

- If the equipment cannot be transferred to another law enforcement agency with a state approved marine law enforcement program, it must be sold at the discretion of the MLE, and the Subrecipient shall pay MLE the proceeds of the sale or the fair market value of the equipment, whichever is the greatest.

12.6.1 Equipment Breakdown

In the event an equipment breakdown occurs during the grant period, Subrecipient shall notify MLE within ten (10) working days of breakdown. The equipment must be repaired and fully operational within thirty (30) working days after the breakdown where the breakdown can be remedied with normal expected repairs for one thousand dollars (\$1,000.00) or less. For repairs greater than one thousand dollars (\$1,000.00) the equipment must be fully operational within sixty (60) days after the breakdown. A written report for all breakdowns must be submitted via email to MLE within two (2) weeks of the breakdown describing the problem(s), repair(s), and the cost(s).

A failure to notify MLE of an equipment breakdown and plan for repairs may result in the withholding of grant funds.

12.7 Accident Report

Subrecipients or Subrecipient's staff involved in an accident must remain at the scene and assist any other vessel or person involved, if possible, without endangering their safety, their own vessel, or the people aboard.

SECTION 13: OWNERSHIP OF WORK PRODUCT

13.1 As used in this Section 13 – Ownership of Work Product and elsewhere in this Agreement, the following terms have the meanings set forth below:

13.1.1 Project Ownership. MLE acknowledges and agrees that the Project is the exclusive property of the Subrecipient. MLE is neither responsible nor liable in any manner for the construction, operation, or maintenance of the Project.

13.1.2 Special Survivorship Note: Ownership is not absolute. Regardless of agreement's expiration, anything tangible, intangible, or intellectual property that was purchased or created from federal funds or funded with federal funds maintains federal and state MLE entanglements, requirements, or conditions (conditional ownership), unless/until released by MLE or federal government in writing. While other conditions may apply, typically a release would occur upon the MLE, or federal government being completely satisfied that the item in question has reached the end of its useful life which is usually a dollar value. Determination of value is solely at the discretion of the MLE or federal government. Should professional appraisal services be needed to determine value, these costs shall be borne by the Subrecipient. Selection of an appraisal services firm is subject to the written approval of the MLE or federal government.

SECTION 14: NO DUPLICATE PAYMENT

The Subrecipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Washington, including, but not limited to the Washington State Parks Recreation Commission, or the United States of America or any other party.

SECTION 15: CONTRIBUTION ON THIRD PARTY CLAIMS

- 15.1** If any third party makes any claim or brings any action, suit or proceeding alleging against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this *Section 15 – Contribution on Third Party Claims* and a meaningful opportunity for the Other Party to participate in the investigation, defense, and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this *Section 13 – Ownership of Work Product* with respect to the Third-Party Claim.
- 15.2** With respect to a Third Party Claim for which MLE is jointly liable with Subrecipient (or would be if joined in the Third Party Claim), MLE shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Subrecipient in such proportion as is appropriate to reflect the relative fault of MLE on the one hand and of Subrecipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of MLE on the one hand and of Subrecipient on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. MLE’s contribution amount in any instance is capped to the same extent it would have been capped under Washington law if the State had sole liability in the proceeding.
- 15.3** With respect to a Third Party Claim for which Subrecipient is jointly liable with MLE (or would be if joined in the Third Party Claim), Subrecipient shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by MLE in such proportion as is appropriate to reflect the relative fault of Subrecipient on the one hand and of MLE on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Subrecipient on the one hand and of MLE on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Subrecipient’s contribution amount in any instance is capped to the same extent it would have been capped under Washington law if it had sole liability in the proceeding.

SECTION 16: SUBRECIPIENT DEFAULT

Subrecipient will be in default under this Agreement upon the occurrence of any of the following events:

- 16.1** Subrecipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement;
- 16.2** Any representation, warranty or statement made by Subrecipient in this Agreement or in any documents or reports relied upon by MLE to measure the delivery of services, the expenditure of funds or the performance by Subrecipient is untrue in any material respect when made;
- 16.3** Subrecipient (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 16.4** A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Subrecipient, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets, or (c) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 17: INDEMNIFICATION

Subrecipient shall hold harmless, save harmless, indemnify, and defend at the Subrecipient's expense the State of Washington, Commission, its officers, employees, successors and assigns against any and all damages and/or losses arising out of Subrecipient's use of, or presence or activity in, the facilities, including those arising out of the use or operation of equipment or facilities or as a result of the conduct of Subrecipient's programs, or from the conduct of Subrecipient's employees or agents, or damages or vandalism to facilities by third-parties, contracted or participating in Subrecipient's programs, events or activities.

SECTION 18: LIABILITY INSURANCE

18.1 LIABILITY INSURANCE—If required in the special terms and conditions subrecipient shall obtain and keep in force during the term of this Agreement, a combined single limit bodily injury and property damage insurance policy in the minimum amount of \$1,000,000.00 naming Washington State Parks Commission as an additional insured against any liability arising out of Subrecipient's or its agents, employees, or assigns. Subrecipient shall provide to Commission, a certificate evidencing such insurance coverage and shall provide 30 days written notice prior to any changes in the amount or cancellation of said policy.

- Subrecipient shall buy and maintain property insurance covering all real property and fixtures, equipment, and tenant improvements and betterments. Such insurance shall be written on an all-risk's basis and, at a minimum, cover the perils insured under ISO special causes of loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles.
- Any coinsurance requirement in the policy shall be waived.
- State shall be included as an insured and a loss payee under the property insurance policy.

18.2 AUTOMOBILE INSURANCE-- Subrecipient shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000.00 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. Subrecipient waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

18.3 INDUSTRIAL INSURANCE COVERAGE-- Subrecipient shall provide or purchase industrial insurance coverage for themselves their employees as required by Labor and Industries prior to performing work under this Agreement. Commission will not be responsible for payment of industrial premiums or for any other claim or benefit for Subrecipient, or any subcontractor or employee of Subrecipient, which might arise under the industrial insurance laws during the performance of duties and services under this agreement. Subrecipient, its employees and agents performing under this contract, are not employees of Commission.

18.4 CERTIFICATE OF INSURANCE / NAMING WASHINGTON STATE AS ADDITIONAL INSURED: A current Certificate of Insurance must be submitted with the grant application form. The certificate must name Washington State Parks and Recreation Commission as an additional insured, and the Certificate Holder and contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice. Facilities must be insured by carriers licensed in or eligible to do business in Washington, and must maintain applicable Commercial General Liability, Automobile Liability, and Worker's Compensation coverage. Government entities will need to include a letter from their Chief Financial Officer stating if they are self-insured or provide a certificate of insurance as stated below."

SECTION 19: REMEDIES

- 19.1** In the event Subrecipient is in default under *Section 16 – Subrecipient Default* MLE may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under *Section 22 - Termination*, (b) reducing or withholding payment for work or Work Product that Subrecipient has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Subrecipient to perform, at Subrecipient's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under *Section 20 – Recovery of Overpayments* (which is in addition to the remedies provided in *Section 9.7 - Overpayment*), of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and MLE may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 19.2** In the event MLE terminates this Agreement under *Section 22.1 – Termination for Convenience*, *Section 22.2 Termination for Inefficiency*, *Section 22.3 – Termination Because of Non-Appropriation or Project Ineligibility*, or *Section 22.4 – Termination for Default*, Subrecipient's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by MLE, for work completed and accepted by MLE within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, less any claims MLE has against Subrecipient, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by MLE, for authorized expenses incurred, less previous amounts paid for the deliverable and any claims that MLE has against Subrecipient. In no event will MLE be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Subrecipient exceed the amount due to Subrecipient under this *Section 19.2*, Subrecipient shall promptly pay any excess to MLE.

SECTION 20: RECOVERY OF OVERPAYMENTS

In addition to the remedies provided in *Section 9.7 - Overpayment*, if payments to Subrecipient under this Agreement, or any other agreement between MLE and Subrecipient, exceed the amount to which Subrecipient is entitled, MLE will not reimburse any further claims. In addition, MLE will require repayment of any over payments as reflected in Section 9.7 of this agreement. may, after notifying Subrecipient in writing, withhold from payments due Subrecipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 21: LIABILITY

THE SUBRECIPIENT SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION, EXPIRATION, OR SUSPENSION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 22: TERMINATION

22.1 Termination for Convenience. The Subrecipient may terminate this Agreement at any time upon thirty (30) days prior written notice to MLE; provided, however, that the Subrecipient shall, within thirty (30) days of such termination, reimburse MLE for all funds contributed by MLE to the Project; provided further that until the Subrecipient has fully reimbursed MLE for such funds, the Subrecipient shall comply with the terms hereof. Delinquent payments shall bear interest at the rate of 12 percent (12%) per annum, if such rate shall exceed the maximum rate allowed by law, then as such maximum rate, and shall be payable on demand. After ninety (90) days MLE may turn any delinquent debt over for collection.

22.2 Termination Because of Inefficiency. Use of federal funds demands good stewardship. MLE in an ongoing basis will be monitoring the performance of the subrecipient through the subrecipient's reporting into the MLE Statement of Activity Reporting system. If in MLE's opinion, these metrics demonstrate poor stewardship the Agreement will be terminated. If feasible, MLE may work with the Subrecipient and give the Subrecipient an opportunity to improve the metrics to what MLE believes is a healthy metric.

22.3 Termination Because of Non-Appropriation or Project Ineligibility. MLE, as provided in *Section 33 - Force Majeure*, may modify or terminate this Agreement and at any time upon 30 days prior written notice to the Subrecipient, may modify or terminate this Agreement if:

- a. MLE fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed, or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds.
- b. In the event insufficient funds are appropriated for the payments under this Agreement and the Subrecipient has no other lawfully available funds, then the Subrecipient may terminate this Agreement at the end of its current federal fiscal year, with no further liability to MLE. The Subrecipient shall deliver written notice to MLE of such termination no later than 30 days from the determination by the Subrecipient of the event of non-appropriation. MLE shall pay for all authorized Project costs expended up to the date of written notice of termination.

22.4 Termination for Default. MLE, at any time upon 30 days prior written notice of default to the Subrecipient, may modify or terminate this Agreement if:

- a. The design and implementation, of the Project is not pursued with due diligence; or
- b. The Project is not permissible under federal, state, or local law; or
- c. The Subrecipient, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or
- d. The Subrecipient, without the prior written approval of MLE uses the funds provided by MLE hereunder to pursue any project other than the Project described in the final project approved by MLE; or
- e. During the term of this Agreement, the Subrecipient fails to perform any obligation or requirement of this Agreement.
- f. The Subrecipient defaults under any other agreement between the Parties.

22.5 Rights and Remedies.

- a. The Subrecipient shall, within 30 days of its receipt of a notice of default, reimburse MLE for all funds contributed by MLE to the Project. Further, MLE shall have any and all rights and remedies available at law or in equity.
- b. In the event that Subrecipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating MLE's grant or cause or requires MLE to return funds to the Federal Funding Agency, Subrecipient will return to MLE an amount equal to the funds which MLE is not reimbursed for or is required to return to Federal Funding Agency.

SECTION 23: NONAPPROPRIATION

MLE's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon MLE receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow MLE, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement.

SECTION 24: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented, or otherwise amended, except by written agreement of the Parties.

This agreement may be amended only by mutual agreement of the parties in writing. Formal written amendment of the contract is required for changing the terms and conditions specifically stated in the original agreement and any prior amendments, including but not limited to:

- Budget revisions
- Scope of work
- Change in due dates
- Extensions of the period of performance
- Any other revisions determined material by MLE

SECTION 25: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address or to such other addresses as either Party may indicate pursuant to this *Section 24 - Amendments*. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered.

SECTION 26: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under *Section 11 – Governing Law and Consent to Jurisdiction*, *Section 13 – Ownership of Work Product*, *Section 20 – Recovery of Overpayments*, *Section 21 – Limitation of Liability*, and *Section 26 - Survival* hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 27: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 28: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 29: COMPLIANCE WITH LAW

29.1 Compliance with Law Generally. Subrecipient shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to Subrecipient and the Agreement.

29.2 Penalty of Perjury. By its execution of this Agreement, Subrecipient certifies under penalty of perjury under the laws of the state of Washington the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement.

29.3 Tax Compliance. Subrecipient has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Subrecipient shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this *Section 29.3 – Tax Compliance*, “tax laws” includes: (i) All tax laws of this state; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Subrecipient, to Subrecipient’s property, operations, receipts, or income, or to Subrecipient’s performance of or compensation for any work performed by Subrecipient; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Subrecipient, or to goods, services, or property, whether tangible or intangible, provided by Subrecipient; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this *Section 29 – Compliance with Law* constitutes a material breach of this Agreement. Any failure to comply with Subrecipient’s certifications shall constitute a material breach of this Agreement. Any failure to comply shall entitle MLE to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

29.3.1 Termination of this Agreement, in whole or in part, this is in addition to any remedies available under *Section 22 - Termination*.

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- 29.3.2** Offsetting against any amount owed to Subrecipient, and withholding of amounts otherwise due and owing to Subrecipient, in an amount equal to State's setoff right, without penalty; and:
- 29.3.3** Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. MLE may recover any and all damages suffered as the result of Subrecipient's breach of this Agreement, including but not limited to direct, indirect, incidental, and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

The state of Washington may take any and all actions permitted by law relative to the collection of taxes due to the state of Washington or a political subdivision, including (i) garnishing the Subrecipient's compensation under this Agreement or (ii) exercising a right of setoff against Subrecipient's compensation under this Agreement for any amounts that may be due and unpaid to the state of Washington.

These remedies are cumulative to the extent the remedies are not inconsistent, and MLE may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

SECTION 30: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Subrecipient is not an officer, employee, or agent of the state of Washington.

SECTION 31: PERSONS NOT TO BENEFIT

No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Washington Legislative Assembly, elected official of the state of Washington, or official, agent, or employee of the state of Washington, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the state of Washington shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.

SECTION 32: INTENDED BENEFICIARIES

MLE and Subrecipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 33: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. MLE may terminate this Agreement upon written notice to Subrecipient after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 34: ASSIGNMENT AND SUCCESSORS IN INTEREST

Subrecipient may not assign or transfer its interest in this Agreement and any attempt by Subrecipient to assign or transfer its interest in this Agreement will be void and of no force or effect. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors. Any sub grant entered into under this Agreement shall contain terms and conditions substantially similar to this Agreement, including Federal provisions contained in Exhibit A and the sub grant shall:

- a. If the contract is not to a unit of Washington State government, the contract shall require the Subrecipient to indemnify, defend, save and hold harmless the state of Washington and its officers, employees, and agents ("indemnatee") from and against any and all claims, actions, liabilities, damages, losses or expenses arising from a tort, caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("claims"). It is the specific intentions of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

SECTION 35: SUBCONTRACTS & SUB-AWARDS

Subrecipient shall not, without MLE's prior written consent, enter into any subcontracts or follow-on sub-recipient sub-awards (work carried out by parties other than the Subrecipient) for any of the work required of Subrecipient under this Agreement. Subrecipient's consent to any contract, subcontract, sub-award will not relieve Subrecipient of any of its duties or obligations under this Agreement.

SECTION 36: TIME IS OF THE ESSENCE

Time is of the essence in Subrecipient's performance of its obligations under this Agreement.

SECTION 37: MERGER AND WAIVER

This Agreement and all Exhibits and Attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

Failure by MLE to insist upon the strict performance of any provision of this agreement shall not affect MLE's right to require strict performance of the same provision in the future or any other provision. Failure by MLE to exercise any right based upon a breach, or acceptance by MLE of performance during such breach, shall not constitute a waiver of any of its rights or remedies with respect to such breach.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 38: RECORDS MAINTENANCE AND ACCESS

Subrecipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Subrecipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees that Washington State Parks and Recreation Commission and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subrecipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

SECTION 39: HEADINGS

The headings and captions to sections or subsections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 40: INCORPORATION BY REFERENCES AND ORDER OF PRECEDENCE

The table below reflects the documents that are incorporated by reference (whether attached or not) and the order of precedence should there be a conflict between the parts of document or other documents incorporated by reference. The lower the number, the higher the precedence. Where two or more documents address a point or concept but are not in conflict, they should be read as supplemental, additive, and/or cumulative.

Precedence	Document
1 (highest)	United States of America Laws or Rules AND Washington State Laws and Rules
2	Amendments to any of the documents listed below shall control over the earlier version of that same document or earlier amendment to that same document.
3	EXHIBIT A - FEDERAL COMPLIANCE TERMS
4	EXHIBIT B - INFORMATION REQUIRED BY 2 CFR §200.211(b)
5	EXHIBIT C – 2 CFR 200, Appendix II - TERMS

6	ATTACHMENT A - SUBRECIPIENT'S MLE GRANT APPLICATION
7	ATTACHMENT B – ALLOWABLE COSTS & EXPENDITURES FOR STATE VESSEL REGISTRATION FEES AND FEDERAL ASSISTANCE GRANTS
8	ATTACHMENT C – VESSEL REGISTRATION FEE PROGRAM GUIDANCE FOR MARINE LAW ENFORCEMENT PROGRAMS

SECTION 41: SIGNATURES

This Agreement, which includes incorporated documents, is executed by the persons signing below who warrant under penalty of perjury under the laws of the State of Washington that they have read and understood the document and find it to be legal, valid, and a binding obligation, enforceable according to its terms, and have the authority to execute the contract.

City of Lake Stevens 1825 S Lake Stevens Road Lake Stevens, WA 98258	Washington State Parks and Recreation Commission 1111 Israel Road SW PO Box 42650 Olympia, WA 98504-2650
Sign:	Sign:
Title:	Title: Chief Financial Officer
Email:	Email: ContractsAndProcurement@parks.wa.gov
Date:	Date:
Place:	Place: Tumwater, WA

EXHIBIT A: FEDERAL COMPLIANCE TERMS

I. Grant Subrecipient Compliance Requirements:

- A. Subrecipient is responsible to ensure compliance with the federal implementing regulations for (Clean Vessel Act 50 CFR Part 85 or Boating Infrastructure Grant Program 50 CFR Part 86).
- B. Subrecipient to comply with Assurances – Construction Programs (Standard Form 424D)
- C. Pursuant to 2 CFR Part 170, MLE will enter grant information into the Federal Funding Accountability and Transparency Act (FFATA).

II. Federal Terms and Conditions:

Subrecipient is responsible to comply with the following Federal Terms and Conditions, as applicable:

- A. Uniform Administrative Requirements, 2 CFR Part 200, Subparts A through D or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B.
- B. including but not limited to the following:

- 1. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

- 2. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit. These are, to the extent applicable, obligations of Subrecipient, and Subrecipient shall also include these contract provisions in its contracts with non-Federal entities.

- 3. Audits. Subrecipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Subrecipient expends \$750,000.00 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to MLE within 30 days of completion.

- B. Cost Principles 2 CFR Part 200, Subpart E
- C. Central Service Cost Allocation Plans Appendix V to Part 200
- D. Indirect Cost Proposals Appendix VII to Part 200
- E. Audit Requirements 2 CFR Part 200, Subpart F

F. Federal Non-discrimination Statutes. Subrecipient is responsible to comply with all federal statutes relating to non-discrimination, including but not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686) which prohibits discrimination on the basis of gender; Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) which prohibits discrimination on the basis of handicaps; Age Discrimination Act of 1975 (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age; Drug Abuse Office and Treatment Act of 1972 (PL 92-255) which prohibits discrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding non-discrimination on basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Services Act of 1912 as amended (42 USC §§ 290 dd-3 and 290 ee-3) regarding confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) regarding nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions of the specific statutes under which this agreement is being made; and the requirements of any other nondiscrimination statute(s) which apply to the federal financial assistance award received by MLE.

G. Eligible Workers. Subrecipient shall ensure that all employees complete the I-9 Form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Subrecipient shall comply with regulations regarding certification and retention of the completed forms.

H. To the extent applicable to this award, Subrecipient is responsible to comply with

1. National Environmental Policy Act; E.O. 11514 (which requires the Subrecipient to comply with environmental standards which may be prescribed pursuant to institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 USC Chapter 55, [Pub. L. 91-190]) and Executive Order 11514.
2. E.O. 11990: Protection of Wetlands (which requires the Subrecipient to comply with environmental standards for the protection of wetlands)
3. E.O. 11988: Floodplain Management; E.O. 11988 (which requires the Subrecipient to comply with environmental standards for the evaluation of flood hazards in floodplains)
4. Coastal Zone Management Act (which requires Subrecipient to ensure that the work performed will not violate State management programs developed under the Coastal Zone Management Act of 1972) (16 USC Chapter 33, Sections 1451 et seq.).
5. Wild and Scenic Rivers Act (which requires the Subrecipient to protect components or potential components of the national wild and scenic rivers system). (16 USC Chapter 28, Sections 1271 et seq.)

6. Historic Preservation Act, E.O. 11593 (which requires Subrecipient to assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Sec. 469a-1 et seq.).

7. Endangered Species Act (which requires the Subrecipient to comply with environmental standards for the protection of endangered species) 16 USC Chapter 35, Sections 1531ff [Pub. L. 93-205]).

8. Marine Mammal Protection Act (which Requires permits and reports for research projects that will involve the taking or importation of protected marine mammals or marine mammal products) (16 U.S.C. Chapter 31, Subchapter I, Sections 1361ff).

I. Other Requirements (USFWS specific)

1. Universal Identifier and Central Contractor Registration 2 CFR Part 25

2. Reporting Sub-awards and Executive Compensation 2 CFR Part 170

3. Award Term for Trafficking in Persons (applicable to private entity subrecipients) 2 CFR Part 175

4. Government-wide Debarment and Suspension (Non-procurement) 2 CFR Part 1400

5. Requirements for Drug-Free Workplace (Financial Assistance) 2 CFR Part 1401

6. 43 CFR 18 New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.

7. 41 U.S.C. 4712 Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

a. This award, related sub-awards, and related contracts over the simplified acquisition threshold and all employees working on this award, related sub-awards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712b. Subrecipient, Subrecipient's contractor, or Subrecipient's sub-recipient(s) (however many levels), and their contractors award contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

c. The Subrecipient shall insert this clause, including this paragraph (c), in all sub awards and in contracts over the simplified acquisition threshold related to this award.

8. Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit 41 USC § 6306.

9. Federal Leadership on Reducing Text Messaging while Driving: Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in Section 3(a) of the Order Executive Order 13513.

EXHIBIT B: INFORMATION REQUIRED BY 2 CFR §200.211(b)

Federal Award Identification:

- (i) Subrecipient name (which must match registered name in DUNS): Lake Stevens Police Department
- (ii) Subrecipient's UEI number: #H5SEGSJMDB47
- (iii) Federal Award Identification Number (FAIN): #3322FAS220153
- (iv) Federal Award Date: 10/1/2022
- (v) Sub-award Period of Performance Start and End Date: From 10/1/2022 to 9/30/2023
- (vi) Total Amount of Federal Funds Obligated by this Agreement: \$9,328.49
- (vii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$9,328.49
- (ix) Federal award project description: Marine Law Enforcement Federal Financial Assistance Grant
- (ix) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: United States Coast Guard
 - (b) Name of pass-through entity: Washington State Parks and Recreation Commission
 - (c) Contact information for awarding official of the pass-through entity:
boatingprogram@parks.wa.gov
- (x) CFDA Number and Name: Federal Boat Safety Act 92-75
- (xi) Is Award R&D? No
- (xii) Indirect cost rate for the Federal award: NA %

**For the purposes of this Attachment, the term "pass-through entity" refers to Washington MLE Grant Program.*

EXHIBIT C: 2 CFR 200, APPENDIX II - TERMS

Provisions for Non-Federal Entity Contracts Under Federal Awards (current as of 20200717)

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000.00, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000.00 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000.00 that

involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000.00 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

ATTACHMENT "A": SUBRECIPIENT'S FFA GRANT APPLICATION



Washington State Parks & Recreation Commission - Recreational Boating Program

Federal Financial Assistance Grant Program Application

Application Year: 2023

Agency Name: Lake Stevens Police Department

PREVENTION PLAN PART 1 - ASSESSMENT, IDENTIFICATION, GOALS

High Priority Boating Risks and Hazards

High Priority Boating Risks & Hazards	Data / Professional Judgement	Comments
Power vessel collisions	Power vessel user data gathered in 2020	Increase saturation patrols in an effort of reducing speed, increasing operator awareness, and enforce boating laws.
Increased awareness of required equipment and PFD use	Vessel safety inspection data preceeding years	Increase operator knowledge through vessel safety inspection, and on-water contact
Increase in population of paddle sport water users	Paddlesport user data gathered in 2022	Increase safety awareness of those engaged in paddle sports, implementation of a 'Paddle Path' on Lake Stevens to provide an area for those to safely recreate without the fear of vessel collision, educate on the importance of wearing a PFD.
Rowing clubs on-water during low light hours	Lake Stevens is home to 2 rowing clubs	Increase education of limited sight distance and ways to prevent collisions.

High Priority Audiences

Description of Audience	Why is this Audience a Priority?	Comments
Powered vessel operators - males	Statistically largest user group (40-60yo)	Most common vessel operator as well as those committing the highest number of violations resulting in infractions.

Paddle sport users - all	Statistically fastest growing user group (15-17yo)	On-water and dock education when opportunity presents itself.
Personal watercraft users - all	Risk taking behavior with higher horsepower	Increased enforcement of speed laws, as well as Boater Education Card requirements.

PREVENTION PLAN PART 1 - TASKS, TACTICS, MEDIA

Patrol Plans / Emphasis Patrols / Enforcement Policies

Activity	Time Frame	Patrol Hour Goal	Inspection Goal	Comments	Type
Vessel Safety Inspections	Memorial Day - Labor Day		Safety Inspection	Primary means for an informal educational opportunity in an effort of increasing boating safety awareness.	Safety Inspection
On-Water Patrol	Memorial Day - Labor Day	300.00	Patrol Plan/Emphasis Patrol/Enforcement Policy	40 patrol days @ 10 hours per shift	Patrol Plan/Emphasis Patrol/Enforcement Policy
Emphasis Patrols	O.D.W., Holiday weekends	80.00	Patrol Plan/Emphasis Patrol/Enforcement Policy	8 emphasis patrol days @ 10 hours per shift	Patrol Plan/Emphasis Patrol/Enforcement Policy

State Approved Boater Education Classes & Community Events

Activity	Date	Hours Planned	Attendance	Comments	Type
Aquafest	7/22/2023	30.00		Aquafest includes on-water competitions and races over 3 days.	Community Events
	5/6/2023	8.00	15.00	1 class with estimated 15 students.	SABEC

Rowing Regatta	4/8/2023	16.00		Rowing Regatta is typically 2 days and requires on-water enforcement. April	Community Events
B.U.D.U. Triathlon	9/9/2023	8.00		The B.U.D.U. Triathlon is typically 1 day and requires on-water enforcement. September	Community Events
	5/1/2023	10.00		As part of Risk Watch, water safety is taught in each elementary school within the district during the month of May. Each class from K-4 will have in-class discussion on water related safety components.	Presentation to Schools
	5/6/2023	1.00		Rowing club will be contacted to promote paddle sport safety. June	Presentation to Groups
	5/6/2023	1.00		Rowing club will be contacted to promote paddle sport safety. June	Presentation to Groups

Vessel Dealer/Rental Site Visits

Dealers Targeted	Hours Spent Visiting	Comments	Type
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Bayside Marine	1.00	Located in Everett, Washington	Dealer
Hydrology Stand Up Board Rental	10.00	Will visit Hydrology Board Rental within Lundeen Park, twice monthly throughout the recreational boating season. These visits will be used to promote user safety.	Rental

Professional Prevention Partners

Name of Partnering Orgs	Hours Planned Coordinating	Comments
Safe Kids Snohomish County	1.00	The partnership between SKSC and LSPD allows our Lifejacket Loaner Cabinets to remain open and filled with life jackets.

Media Plan

Campaign	Owned Media Posts	Earned Media Posts	Events	Comments
National Safe Boating Week	4.00	4.00		
Operation Dry Water	4.00	4.00		
Spring Aboard	4.00	4.00		
Paddle Safety Week	4.00	4.00		
Other (please describe)				

INSTRUCTOR INFORMATION

SAW ID	First Name	Last Name	Phone	Email	Development Complete?
	James	Barnes	425-622-9401	jbarnes@lakestevenswa.gov	Yes

PREVENTION GOALS SUMMARY

Total Patrol Hour Goal: 380.00

Total Inspections Goal: 300.00

Count of State Approved Boater Education Classes Planned: 1.00

Sum of Hours for State Approved Boater Education Classes: 8.00

Sum of State Approved Boater Education Classes Planned Attendance: 15.00

Count of Community Events: 3.00

Sum of Community Events Hours: 54.00

Count of Presentations to Schools: 1.00

Sum of Presentation to Schools Hours: 10.00

Count of Presentations to Groups: 2.00

Sum of Presentations to Groups Hours: 2.00

Count of Dealer Visits Planned: 1.00

Sum of Dealer Visits Hours: 1.00

Count of Rental Sites Planned: 1.00

Sum of Rental Site Visits Hours: 10.00

Owned Media Posts: 16.00

Earned Media Posts: 16.00

Count of Partnering Organizations: 1.00

Sum of Partnering Organization Hours: 1.00

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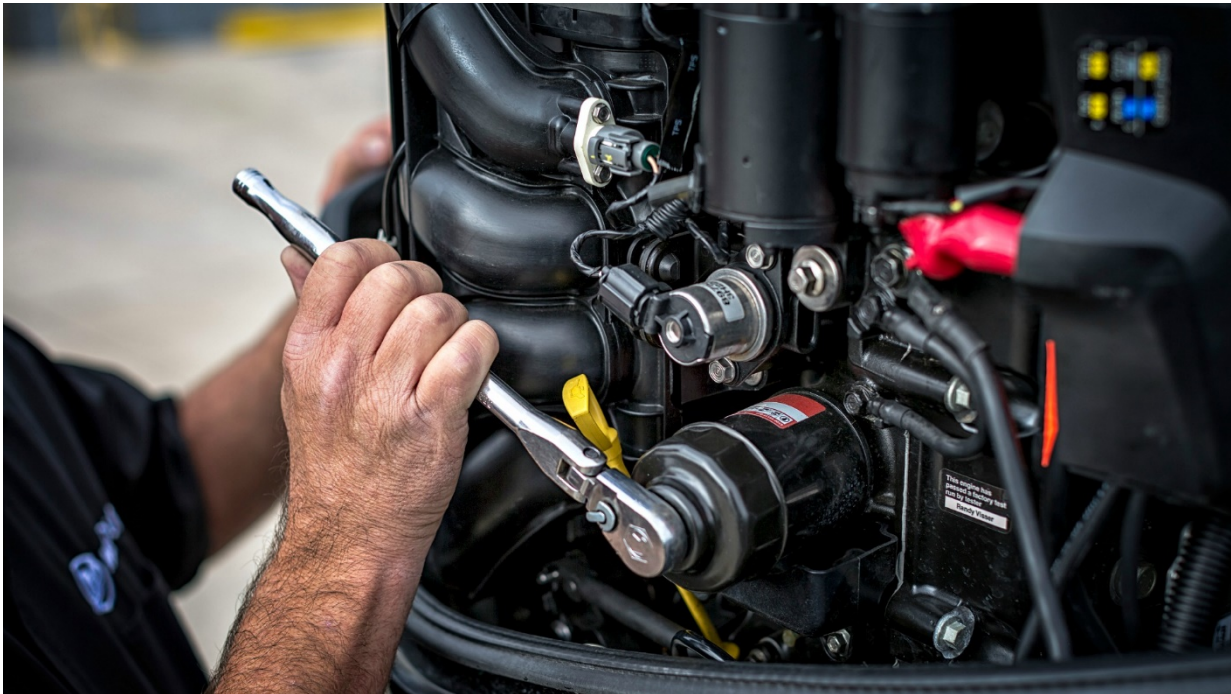
**ATTACHMENT B – ALLOWABLE COSTS & EXPENDITURES FOR STATE VESSEL
REGISTRATION FEES & FEDERAL ASSISTANCE GRANTS**





Allowable Costs & Expenditures For State Vessel Registration Fees & Federal Assistance Grants

Updated June 2021



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VESSEL REGISTRATION FEES & GRANT FUNDING

Any item not listed below must be reviewed and found acceptable by the Washington State Parks Boating Program (Boating Program) before it is considered a valid Recreational Boating Safety (RBS) expenditure.

UNIT COST APPROVAL

Items with a unit cost of \$5,000 or more under the VRF funds and \$2500 or more under the FFA grant must have the prior written approval of Washington State Parks and Recreation Commission Marine Law Enforcement (MLE) Coordinator.

COST PRORATION

If a cost benefits both your RBS program and other work of your agency, the cost should be allocated to the RBS Program based on the proportional benefit to the program. The costs may be allocated using any reasonable documented method.

ADMINISTRATIVE COSTS

Agencies that receive Vessel Registration Fees (VRF) are not allowed to charge flat administrative costs for the administration of the VRF funds as is often done with federal grants. However, agencies may charge the salaries and benefits costs of actual hours worked by staff associated with the administration of their dedicated VRF account.

Agencies that receive federal assistance grants from the Boating Program are allowed to charge indirect (administrative) costs for those funds. If the agency has a federally negotiated indirect cost rate, they are permitted to charge that against the total salaries + benefits charged to the federal assistance grants. They must first provide a copy of their current rate agreement to Parks. If not, then they may charge a *de minimus* flat rate of 10% or elect not to charge indirect at all (2 CFR 200.414(f)).

ALLOWABLE EXPENDITURES

Grant funds may be used only for activities under WAC 352-65-040, the ten elements necessary to accomplish the Recreational Boating Safety (RBS) mission. If it is unclear if an expense meets these criteria, contact State Parks at (360) 902-8845 or cheri.peel@parks.wa.gov to discuss the item before proceeding.

Allowable expenses include but are not limited to:

- **RBS SALARIES**
 - Time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington State and who have completed an RBS course acceptable to State Parks (BMLE or equal).

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- Time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington State, and who have not completed a BMLE course is acceptable ONLY when working with an RBS trained officer AND when the agency has a written 'two-officer' policy for officers on marine patrol for the purpose of officer safety.

- **RBS EDUCATION AND INSTRUCTION**

Providing instructors for the *Adventures in Boating* course that qualifies graduates for the required mandatory boater education card. Costs may include classroom supplies, light refreshments, other goods and services necessary to promote and teach classes, and officer salaries, benefits and wages. Officer salaries will only be reimbursed for those officers who have successfully completed a State Parks *Adventures in Boating* Instructor Training class and are listed on our files.

Life jackets (USCG approved only) for the state *Adventures in Boating* course and other RBS presentations, such as: throw rings or cushions for loaners and the cost to print only the agency's name or RBS safety messages.

- **RBS TRAINING**

Grant or VRF funds can be used to pay for full-time and reserve officers who are fully commissioned to enforce the laws of the State of Washington to attend training provided by the Boating Program or courses approved by the Boating Program.

Note: Approval from State Parks is mandatory if an officer or deputy is applying for a non-Washington RBS course. Examples of approved courses include:

- MLE Instructor Meeting
- Basic Marine Law Enforcement/Boat Crew Member or equivalent (BMLE)
- Boat Operator Search and Rescue (BOSAR)
- Boating Under the Influence – Basic (BUI-Basic)
- Boating Under the Influence-Advanced (BUI-Adv)
- Personal Watercraft for Law Enforcement (PWCLE)
- Enhanced Vessel Operator Course (EVOC)
- Fall Marine Law Enforcement Conference
- Boating Accident Investigation-Level 1
- Officer Water Survival
- Boater Education Instructor Training (BEIT)
- Designated Education Officer Training (DEOT)
- Adventures in Boating Instructor Training

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- RBS Related Local In-Service Training
- Other USCG training courses with prior approval
- Other NASBLA training courses with prior approval

Per Diem travel expenses at **state per diem rate** in effect for the destination RBS training, conferences, and meetings. Cost is prorated for percentage of travel /per diem for RBS purposes /missions only.

RBS EQUIPMENT

Allowable expenses may include the purchase, maintenance and operation of patrol boats and patrol boat equipment to perform the RBS mission as defined in WAC 352-65-040 only. **Any purchase exceeding \$5,000 under the VRF funds must receive prior approval from the Boating Program. Any purchases exceeding \$2,500 under the FFA grant must receive prior approval from the Boating Program.** All decisions by the Boating Program for equipment purchases are final.

PATROL VESSELS

- Motors and hardware
- Props
- Trailers and maintenance of trailers (repair, tires, winch, cables, power take-off)
- Patrol vessel and engine drive system repairs
- Repair and replacement of equipment on boat (includes de-watering pumps which can also be used as fire-fighting equipment)
- Tow vehicles (dedicated for 100% RBS use, or prorated for the percentage of time used for RBS activities)
- Hitch assemblies and installation cost for tow vehicles that are dedicated for 100% RBS use, or prorated for the percentage of time used for RBS activities
- Anti-freeze fluid
- Batteries and fluid; maintenance and replacement
- Costs related to the maintenance and repair of the vessel
- Costs related to marking and identifying patrol vessels as government owned, which includes painting, decals and cost of removal and application
- Vessel electrical system repairs and replacement
 - Electronic devices: parts and labor for maintenance, repairs to maintain, or replacement when devices fail, or are no longer serviceable, or when upgrades are required to meet customary and current standards for law enforcement work
 - Devices dedicated to the program such as agency & VHF radios
 - Radar units

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- Sirens
- Blue lighting equipment
- Hailers
- Global positioning system (GPS) units
- Personal breath testers (PBT)
- Cell phones used 100% RBS only, or prorated for a percentage of time used on boat
- Battery chargers and computers dedicated to program use
- Includes brackets and fittings for installation and use
- Fluids for hydraulic system
- Fuel, fuel additives and filters; associated disposal fees
- Gear oil for lower units
- Glass replacement and costs to install, associated disposal fees
- Grease and lubricants
- Oil and oil filters; associated disposal fees
- Parts and labor for regular scheduled maintenance and scheduled replacement
- Parts for replacement on the vessel when failure occurs or when damaged and labor, which includes engine, lower unit and cooling system repairs and replacement
- Vessel canvas tops and side covers; includes repairs and replacement of canvas/vinyl/plastic material and framing structures
- Vessel hull and structural repairs/replacement of railings, pilot house, decks, cleats, ladders, swim platforms, Sampson posts, fittings, towing equipment, davits, anchors, chain, and associated hardware and fittings

ASSOCIATED EQUIPMENT FOR PATROL VESSELS

- Cost of emergency response and rescue equipment repair, replacement and maintenance, including: stretchers, first aid/first responder kits and materials, fire suppression equipment and supplies.
- Cost of fees related to cell phone charges, annual registration charges, renewal fees, and insurance are prorated for percentage of time used performing RBS missions.
- Cost of haul-outs and associated costs with cleaning and maintenance of hull, fixtures and drive systems, and associated disposal fees.
- Costs related to moorage, including cost of water/electricity associated with maintenance and moorage.
- Cost of required safety equipment on the vessel when replacement, repair, or regular maintenance is needed to meet state/federal regulations and maintain USCG standards. For example:

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- Life jackets, replacement parts (clips, hooks, CO2 cartridges and re-arm kits) and stenciling/screening of agency name or law enforcement
 - Exposures suits
 - Fire extinguishers/extinguishing systems
 - Visual distress signals
 - Navigation lights
 - Sounding devices
 - Ventilation systems
 - Backfire flame arrestor
- Cost of replacement, repair, or regular maintenance of equipment used during operation and moorage. For example:
 - Fenders
 - Lines for towing and mooring
 - Chafing gear
 - Boat hooks
 - Towing equipment
 - Bilge pumps
 - Batteries
 - Navigation charts
 - Piloting equipment
 - Helm fixtures and seats
 - Logbooks
 - Depth sounders & radar, does not include FLIR systems
 - Portable fuel tanks and hoses

PATROL VESSEL TRAILERS

- Costs related to maintenance and repair of patrol vessel trailer(s)
- Cost of tires and wheels, including: installation, repair, and balancing; associated disposal fees
- Electrical system maintenance, repair and replacement
- Hitch and ball repair or replacement
- Hydraulic or electric brake system maintenance, repair and replacement
- Oil, grease and lubricants, and associated disposal fees
- Winch maintenance, repair and replacement

BOAT EQUIPMENT

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- Anchors
- Line for towing and mooring
- Chain or shackles and attachment hardware
- Carabineers
- Boat hooks
- Fire extinguishers (only USCG approved)
- Fenders
- Depth finders
- Radar units, does not include FLIR systems
- Radios and computers, dedicated for 100% RBS use or prorated for the percentage of time used for RBS activities
- Lines for tie up
- Light bars – blue lights only (no red, white or yellow lights)
- Search lights dedicated for 100% RBS use or prorated for the percentage of time used for RBS activities
- FLIR System (mounted on and wired to the vessel)
- Sirens
- Cost of installation and servicing of electronic components
- Canvas and siding for weather protection
- Haul out for cleaning/painting/servicing patrol vessels
- First-aid kits dedicated for 100% RBS use or prorated for the percentage of time used for RBS activities
- Rescue throw bags for use on boats only

NAVIGATION AIDS & BUOYS

- Navigation signs & markers (to meet RCW 79A.60.500 and WAC 352)
- Decals for buoys
- Chain
- Cable and connectors
- Weights
- Equipment to maintain buoys and signs to remain effective

EDUCATION

- Publications to promote RBS education that are already prepared or the creation, design and printing of publications

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- Education equipment related to required boating safety equipment for recreational boats
- Promotion of *Adventures in Boating* classes (including presentation materials, light refreshments and room rental for classes)

NON-ALLOWABLE COSTS AND EXPENDITURES

- Bullet proof vests are beneficial, however equipment of this nature is not essential for meeting the established criteria in WAC 352-65-040 nor is it related to the performance of an RBS program mission and is considered a local agency responsibility to purchase.
- Equipment used in recovery operations (dive equipment, etc.) while being used in an RBS search or investigation mode are 100% eligible. Once this equipment is used for recovery operations it must be prorated between RBS missions and recovery missions.
- Handheld or portable night vision, FLIR or thermal imaging devices are a 100% allowable expense while in RBS patrol, search or investigation mode. Once this equipment is used for recovery operations it must be prorated. Permanently mounted and electrically wired FLIR and thermal Imaging devices are 100% allowable expenses.
- Homeland security missions (weapons, etc.), or any other equipment determined as unrelated by the Boating Program is not an allowable expense.
- Firefighting equipment is not an allowable expense.

EXHIBIT C – VESSEL REGISTRATION FEE PROGRAM GUIDANCE FOR MARINE LAW ENFORCEMENT PROGRAMS





Vessel Registration Fee Program Guidance for Marine Law Enforcement Programs

Updated January 2021



Introduction

The purpose of the Vessel Registration Fee (VRF) program is to focus local jurisdiction marine programs on injury prevention activities around recreational boating safety. These activities include enforcing [RCW 79A.60: Regulation of Recreational Vessels](#) and providing emergency response to boating accidents. Each marine patrol unit should strive to serve and protect the lives and property of Washington's recreational boaters. All VRF Funds are awarded based on the potential success and ability of the local agency to provide such service to the boating community. Recreational Boating Safety (RBS) programs are evaluated using the criteria published in this document, as well as its ability to meet the requirements and assurances of [WAC 352-65: Boating Safety Program Approval](#).

This guidance document is intended to help local marine law enforcement programs understand the minimum qualifications and requirements to receive vessel registration fees. The document has been laid out to explain this as simply as possible. The beginning section provides a brief list of the qualifications and requirements, and the remainder of the document explains each component in more depth.

The Washington State Parks Boating Program (State Parks) has established different operational goals for agencies dependent on the population within their jurisdiction (based on 2019 census data).

- **Small Agencies** – Under 30,000 population
- **Medium Agencies** – Population between 30,000 and 100,00
- **Large Agencies** – Populations exceed 100,000.

State Parks Boating Program Contacts

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Overview of Agency Eligibility Requirements and Qualifications

Only counties or local public agencies having jurisdiction over waters used for recreational boating and possessing the authority to enforce the Revised Code of Washington and the Washington Administrative Code are eligible to apply to receive vessel registration fees. Participating agencies must:

Administrative & Financial Requirements

1. Sign an annual agreement with State Parks.
2. Designate a “Marine Lead”: A single point of contact that oversees the day-to-day program operations, commits to attend the annual marine law enforcement conference, and responds to surveys sent by State Parks.
3. Designate a “Marine Supervisor”: A single point of contact that has administrative authority over the marine program for the agency.
4. Report recreational boating safety activities and certain financial data to State Parks.
5. Place all vessel registration fees into a dedicated account, agree to spend them only on eligible expenses and agree to accountability requirements.
6. Provide digital links to all local ordinances regulating recreational boating.

Operational Requirements

7. Employ Officers / Deputies commissioned to enforce Washington state law.
8. Send all marine Officers / Deputies through the Washington State Parks Basic Marine Law Enforcement Academy.
9. Maintain annual training qualification currency for each participating Officer / Deputy.
10. Provide the appropriate vessels and equipment to carry out the operational requirements.
11. Report all boating accidents that occur within the jurisdiction (that meet minimum criteria) pursuant to RCW 79A.60.200, RCW 79A.60.220 and WAC 352-70.
12. Respond and provide assistance to boaters for on-water emergencies, complaints, and accidents.
13. Commit to a minimum number of hours patrolling the waters used by recreational boaters during peak boating season.
14. Actively enforce Washington’s boating safety laws and regulations.
15. Conduct vessel safety inspections for recreational boaters.
16. Provide a boating safety education and outreach program and designate at least one Officer / Deputy to receive the Adventures in Boating Instructor training and to manage the program.
17. Place and maintain aids to navigation as legislated by local ordinances.

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Summary of Required Documents and Due Dates

Document Name	Form Number	Date Due
Request for Boating Program Approval	A-299 / Web form	15 Oct each year
Federal Financial Assistance Grant Application (If applying)	A-300/Web form	15 Oct each year
B.O.A.T Currency Report	Web form	15 Oct each year
Summary of Activity Report (SOAR)	Web form	Quarterly *
Boating Accident Report (BAR)	A-440	10 days following accident
Boating Accident Investigation Report (BAIR)	A-425 (Rev 08/2009)	10 days following accident / fatality meeting report criteria
Washington State Vessel Inspection	P&R A-274	Quarterly*
VRF Expenditure Report	Web form	1 Nov each year
Financial System Report	Agency generated	1 Nov each year
VRF Fund Balance Report	Agency generated	1 Nov each year
Boating Safety Surveys	N/A	Varies

* Document is due quarterly and must be submitted by the 15th of the month following the last month of the quarter (1st Qtr-04/15, 2nd Qtr-07/15, 3rd Qtr-10/15, 4th Qtr. 01/16).

Administrative & Financial Requirements

Annual Agreement – The A-299 Application Form

Each agency is required sign an agreement with State Parks by submitting a complete A-299 application form. The A-299 contains several informational fields that must be filled out completely to be considered and aids in the continued approval of the agency's program. These forms are due each year by October 15. Agencies must provide information on their current staff, training, an inventory of vessels, and the anticipated patrol schedule. The form also defines the specific requirements your agency is committing to in exchange for vessel registration fees. This form, and instructions on how to fill it out, is located at <http://mle.parks.wa.gov/>.

Designated Marine Lead / Conference Attendance / Surveys

Each agency has a unique and different operational environment that offer a variety of solutions to ensure Marine Law Enforcement (MLE) unit operations, enforcement, fiscal and administrative functions are conducted according to best practices. Some agencies may have a Lieutenant serving the MLE Unit Supervisor and crew member conducting vessel operations and patrols. Other agencies may have a Sergeant as a supervisor and different crew member conducting vessel operations.

Recognizing this, State Parks requires each agency to designate a "Marine Lead", which is the person responsible for the day-to-day operations of its marine program and acts as the point-of-contact with State Parks on all issues and matters related to that agency's MLE unit. While the Sheriff or Chief of Police is ultimately responsible for ensuring their agency is meeting all the program requirements, the Marine Lead is the person implementing their guidance and communicating that to other Marine Unit members, State Parks, and the public.

The Marine Lead is responsible to:

- Ensure all required reports are completed and submitted to State Parks within due date guidelines.
- Submit personnel names to attend training courses and conferences.
- Attend the annual fall conference.
- Ensure that B.O.A.T. Currency training is conducted and reported to State Parks.
- Utilize Marine SECTOR within their agency.
- Communicate with State Parks on all matters and issues which may arise around recreational boating safety and marine law enforcement.
- Respond to surveys from State Parks.

State Parks also requires the agency to designate a "Marine Supervisor", which is the person with administrative supervision of the agency's MLE program.

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Reporting Recreational Boating Activities and Financial Data

SOAR – Summary of Activity Reports

A Summary of Activities Report (SOAR) form must be submitted at least quarterly to State Parks. However, agencies are invited to report activities daily, weekly, or monthly. This form, and instructions on how to fill it out, is located at <http://mle.parks.wa.gov/>.

Vessel Registration Fee Expenditure Report

This annual report form must be submitted by October 15 each year to State Parks. The form fulfills the requirements of **WAC 352-65-040(9)** which requires each participating agency to submit an annual account of program expenditures showing the amount of vessel registration fees received, spent, and remaining in their dedicated account. They must also show the amount of “local spending” on recreational boating safety activities. “Local spending” is the amount agencies spend on the RBS mission and cannot come from other grant sources. Local spending is required because [RCW 88.02.650](#) specifies that “[VRF] Funds may not supplant local funds used for boating safety programs”. This form, and instructions on how to fill it out, is located at <http://mle.parks.wa.gov/>.

Supporting Financial Documents

Every Vessel Registration Fee (VRF) Expenditure Report must be accompanied with the following reports:

- **Financial System Report**: A report from the agency financial system (not Excel) showing a dedicated account for the deposit of state VRF funds received from the Office of State Treasurer (Enclosure 4).
- **VRF Fund Balance Report**: A report showing the fund balance of the dedicated account (Enclosure 5). The VRF fund balance on this system-generated report should match the bottom line on the VRF report (“Total Remaining Balance of State VRF funds for Fiscal Year”).

Dedicated Account / Limitations on the Use of Funds / Accountability

Participating agencies must deposit VRF funds allocated by the state treasurer, under RCW 88.02.650, into an account dedicated solely for boating safety purposes, which include all activities or expenditures identified in this section. See the document “Allowable Costs & Expenditures for State Vessel Registration Fees & Federal Assistance Grants” for a thorough explanation of eligible expenses located at <http://mle.parks.wa.gov/>.

Vessel Registration Fees are intended to increase the education and enforcement efforts of local agencies and stimulate greater local participation in boating safety. They cannot be used to fund any activities except those that are part of the recreational boating safety mission.

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Agencies may charge actual, direct administrative costs to the VRF account - such as staff hours it takes to fill out forms, or to maintain the dedicated account - but may not charge administrative fees based on an estimated percentage.

Participating agencies must maintain accurate annual records of activities and expenditures of their boating safety programs. Those records must be provided to State Parks consistent with their agreement, or upon request. The agency must also permit State Parks to audit the use of funds in accordance with generally accepted audit practices and standards.

Links to local ordinances

When the local jurisdiction adopts ordinances governing recreational boating, the ordinances must be at least as restrictive, but may be more restrictive than Washington state boating laws and regulations. Participating agencies must submit a web link to all such ordinances to State Parks using the designated field in the A-299 Form.

Operational Requirements

Officer / Deputy Qualifications / Training / Training Currency

Participating agencies must provide Officers / Deputies with law enforcement certificates from the Criminal Justice Training Commission which authorizes them to enforce all boating laws and regulations. All Officers / Deputies must maintain a current Washington State Peace Officers Certification.

Participating agencies are responsible for acquiring the required training for all RBS Officers / Deputies. Washington State Parks provides two or more Basic Marine Law Enforcement Academies each year to help agencies fulfill this requirement. These courses are provided at no charge. They are taught in the spring - usually one in Western Washington and one in Eastern Washington. Officers / Deputies may attend other basic boating safety training, if approved by State Parks. Those approved courses are the Federal Law Enforcement Training Center's (FLETC), Marine Law Enforcement Training Program (MLETP), or National Association of Boating Law Administrator's (NASBLA) Boat Crewman course (BCM).

Such training must be acquired within one year of initiating a new boating safety program and within one year for each newly assigned boating safety Officer / Deputy.

Washington State Parks' Marine Law Enforcement Training Academy is accredited through the NASBLA's Boat Operation and Training (BOAT) Program. As a term of accreditation, State Parks must ensure that all active marine Officers / Deputies maintain proficiency in basic RBS skills. This is important because these skills are perishable but critical to operate in a marine environment. All agencies must submit a BOAT Currency Requirements Report Form for all active personnel listed in the A-299. These reports are

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submitted at least annually with the A-299 but may be updated throughout the year. This form, and instructions on how to fill it out, is located at <http://mle.parks.wa.gov/>.

Agencies which have not completed all currency training tasks required may submit a statement of explanation and attach it to the A-299 form. State Parks recognizes that many different circumstances could prevent training from being completed (wildfires, maintenance issues, staffing shortfalls, etc.). Each circumstance will be evaluated on its own merits.

Agencies are required to list any additional training courses their personnel have completed on the A-299 web form. This helps State Parks in maintaining an up-to-date database of marine law enforcement capabilities across the state and helps identify training subjects and courses that are needed, but not offered within the state.

Vessels and Equipment

Agencies must supply the necessary boating safety patrol equipment, including vessels capable of serving the minimum requirements outlined in this guidance. Patrol vessels must be properly marked and properly equipped as provided in chapter 88.02 RCW and chapter 352-60 WAC. Agencies are also required to provide State Parks with an inventory of all vessels along with details for how they are equipped each year by filling out the A-299 form. Information required on that form includes:

- **Vessels:** State Parks requires the following data on each vessel:
 - Vessel name
 - Manufacturer
 - Radio equipped (Y/N): Radio equipped means the vessel has an agency **radio installed or “hardwired”**. Non-radio equipped boats are vessels that do not have radios installed. Portable radios may be carried on these boats, but they would be considered non-radio equipped. Examples include personal watercraft, drift boats, Jon boats, kayaks, and inflatable rafts (motorized or non-motorized).
 - SECTOR equipped (Y/N): SECTOR equipped boats are the patrol vessels in your agency that are SECTOR equipped with a computer or tablet plus printer and scanner (**installed or “hardwired” to include portable cased units**). Non-SECTOR equipped boats are vessels that do not have a computer, tablet, printer installed or if these are not carried aboard as a cased kit.
 - Model
 - Length
 - Propulsion type
 - Horsepower
 - Year
 - Funds used to purchase the vessel (local, state, or federal)
 - Percent of time employed for the RBS mission.

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NOTE: Vessels purchased with state or federal dollars must be sold at the end of their useful life, consistent with the local agency's policies and procedures. Once a vessel is sold it should be removed from the Patrol Vessel list as quickly as possible. **If the agency is selling a vessel that was purchased with federal grant dollars provided by State Parks, you must notify State Parks 60 days in advance of the sale date.**

- **Vehicles** (trucks, cars, SUVs, ATVs): The number of other patrol vehicles assigned to the marine services unit **and the percentage they are used for RBS activities.**
 - Vehicle type
 - Manufacturer
 - SECTOR/Radio equipped
 - Model
 - Year
 - Funds used for purchase.
 - Percent of time employed for the RBS mission.
- **Aircraft:** The number of aircraft in your agency **and the percentage they are used for RBS activities.**
 - Aircraft type
 - Manufacturer
 - SECTOR/Radio equipped
 - Model
 - Year
 - Funds used for purchase.
 - Percent of time employed for the RBS mission.
- **Equipment valued at \$5000.00** (i.e., engines, electronics, etc.): Agencies are required to update their inventory of durable items defined as having a cost or value of \$5000.00 or more. Only items listed under "allowable expenses" are permitted (see "Allowable Expense Guidance" document for full details).
 - Type of equipment
 - Manufacturer
 - Model
 - Year
 - Funds used for purchase (local, state, federal)

Boating Accident Reporting

Participating agencies are required to submit accident reports to State Parks in compliance with RCW 79A.60.200, RCW 79A.60.220 and WAC 352-70.

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For any boating accident resulting in a death or injury requiring hospitalization, each participating agency must:

- Notify State Parks **within 48 hours** of becoming aware it.
- Fill out and submit a complete Boating Accident Investigation Report (BAIR – form number A-425) within ten days of the occurrence.
- Include the results of any other investigation conducted by the agency.
- Submit any coroner's reports concerning the death of any person resulting from the boating accident, within one week of completion.

Participating agencies must also submit a Boating Accident Report (BAR – form number A-440) within **10 days** of the occurrence to State Parks for any boating accident:

- Resulting in a death, OR
- An injury requiring hospitalization, OR
- Damage to any vessel or property of two thousand dollars or more, OR
- A vessel is a complete loss, OR
- A person disappears from the vessel under circumstances that indicate death.

Boater Assistance

The local municipality will have the ability to respond or coordinate response to boating emergencies which occur within their jurisdiction. Furthermore, agencies must document each occurrence and report it to State Parks through the Summary of Activity Report (SOAR) at least quarterly using the following definitions:

- **Search and Rescue/Recovery** – Search and rescue (SAR) is defined as a water-borne response (including aircraft) involving a person or vessel **in peril**. Agencies should only report SAR cases on the Summary of Activity Report (SOAR) that were assigned a case number by their agency or a USCG MISLE Case ID Number and an Urgent Marine Information Broadcast (UMIB) initiated by the USCG. Agencies should not report assists (defined below) as SAR cases.
- **Assist** – An "Assist" is defined as aid where there is no immediate danger to the vessel or its occupants. This includes vessels involved in boating accidents, disabled, aground, out of fuel, or otherwise unable to reach a safe mooring under their own power. Assistance may include providing a tow, jump start, re-floating, re-righting, fuel, repair, repair parts, assisting persons in the water, etc. This does NOT include the salvage of a vessel once abandoned or commercial vessels. Report the number of vessels assisted and the number of persons assisted on the SOAR report.

Boat Patrol (Boat Log Hours)

Boat patrol (Boat Log Hours) are those hours that the patrol vessel was actually on the water patrolling. Participating agencies must submit a patrol schedule (with the A-299) that demonstrates they are patrolling waters within their jurisdiction during peak recreational hours. They must also patrol a

Washington State Parks & Recreation Commission

minimum number of hours per year. See the note below.

Minimum Patrol Hour Goals Based on Agency Size

- Small agencies - 133 hours
- Medium agencies - 255 hours
- Large agencies - 436 hours

NOTE: State Parks recognizes that Washington State experiences a diverse boating season. Various areas of the state have increased boating activities due to recreation fishing, hunting and pleasure crafting. Because of its diverse landscapes and seasons, State Parks acknowledges that the traditional peak boating season remains during the time between Memorial Day and Labor Day but is not exclusive to that time frame. State Parks has collected data for patrol hours performed by all participating over a period of years and has established the average boat log hours for agencies based on jurisdiction population size according to the U.S. Census. Patrol hours can be a combination of Boat Log and Ramp-side hours.



Patrol hours is considered a critical metric. It is used by State Parks to determine if an agency is complying with the minimum requirements. Failing to achieve the minimum number of hours of patrol (based on size) could be a factor in determining ineligibility for vessel registration fees.

Example patrol schedule

Boat Patrol Schedule							
	Mon	Tue	Wed	Thur	Fri	Sat	Sun
Patrol Hours							
# of Officers / Deputies							
# of Vessels							
Patrol Season Beginning Date				Patrol Season Ending Date			

Enforcement

Participating agencies must enforce safety equipment, vessel operation, noise level, navigation, harbor improvements (as authorized and placed through local ordinances), and registration laws as specified in Title 88 RCW, and as specified in local codes or ordinances. Agencies must also document and report the numbers of warnings and citations they issue for each type of boating violation in the Summary of Activity Report – **except those issued through SECTOR.**

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State Parks recommends zero tolerance policy in the enforcement of mandatory boater education card carriage, life jacket wear/carriage, boating under the influence and rules of the road violations. Officers / Deputies should strongly consider issuing citations for violations of these laws in all circumstances.

The SECTOR system should be used to issue boating citations and warnings. State Parks will no longer accept mailed-in paper inspection forms, although State Parks will continue to provide paper inspection forms to agencies for internal use.

Boating Safety Inspections

Participating agencies must complete written boating safety inspections during enforcement and informational contacts when considered safe and appropriate to document boater compliance with state boating laws. State Parks will provide boating safety inspection forms. Copies of the completed inspections must be submitted to State Parks for statistical purposes. Inspections conducted in SECTOR do not have to be reported to State Parks.

NOTE: We will not accept paper inspection forms after January 1, 2019. All inspections must be submitted using SECTOR.

State Parks has calculated suggested minimum goals for the number of boating safety inspections an agency performs in a boating season based on size.

Suggested Written Inspections – Minimum Goals

- Small, 92
- Medium, 283
- Large, 372

Boating Safety Education / Designated Education Officer / Deputy

Participating agencies must have a boating safety education and information program. At a minimum, they must designate an Officer / Deputy, trained by State Parks, to coordinate the activities of boating safety education instructors, act as liaison to boating education organizations and to coordinate:

- Boating safety presentations, which may include presentations to primary and secondary school children, boating organizations, or youth groups.
- Boating safety instruction meaning a public course of instruction using the Adventures in Boating materials from State Parks, or other state or nationally recognized curriculum approved by State Parks.
- Distribution of boating safety information, including materials provided by State Parks, to boating and outdoor recreation organizations, the boating public, public agencies, and local media.

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NOTES

- Any Officers / Deputies designated as Certified Boating Education Instructors must be listed as Instructors qualified for the Adventures in Boating course by the State Parks Education and Outreach coordinator.
- State Parks considers education and outreach activities a key component of preventing boating injuries and fatalities. Classroom instruction, school presentations and participation in community events, Dealer and Rental site visits, and effective use of media are crucial to preventing boating accidents and fatalities. Agencies are not required to engage in all education and outreach activities described below but should pursue a mix of tactics appropriate for their area of operation.

Education and Outreach Tactics and Suggested Goals

- **Education Classes:** Classroom instruction of the Adventures in Boating course sanctioned by Washington State Parks that qualifies passing students to obtain a Mandatory Boater Education Card.
 - Small = 15 students, 1 Class
 - Medium = 20 students, 1 Class
 - Large = 50 students, 1 Class
- **Boating Safety Presentations to Groups:** Presentations to various groups such as yacht clubs, kayak clubs, anglers, and any groups that use boats on the water.
 - Small = 10 hours
 - Medium = 15 hours
 - Large = 25 hours
- **Boating Safety Presentations to Schools:** Presentations to local public and or private schools K-12, and colleges / universities.
 - Small = 10 hours
 - Medium = 15 hours
 - Large = 25 hours
- **Vessel Rental Site Visits:** Visits to local vessel rental sites intended to ensure employees and renters are following guidance on the Motor Vessel Rental Safety Checklist. These can also be site visits to businesses that rent out kayaks, canoes, stand-up paddleboards, or other small non-motorized craft. The intent of visits in this case is to emphasize basic safety behaviors such as encouraging renters to always wear a life jacket and encouraging boating in low hazard areas.
 - Small = 2
 - Medium = 4

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- Large = 6
- **Participation in Community Events:** Events like county fairs, parades, and night outs that reach large numbers of community members. A qualified event requires face-to-face interaction with community members. Participation in regattas, races, or opening days where there is little or no face-to-face interaction between Officers / Deputies and community members does not count as a “Community Event”. Also, maintaining a screen line or security area at an on-water event does not count for reporting event hours on the SOAR.
 - Small = 40 hours
 - Medium = 150 hours
 - Large = 275 hours
- **Vessel Dealer Site Visits:** Visits to vessel dealerships and brokers to ensure they are following dealer registration laws, educate them on any safety issues with type of vessels they sell, and checks that required safety equipment is on board during test rides and sea trials. Dealers should also be encouraged to remind their customers of the mandatory boater education requirement.
 - Small = 5
 - Medium = 10
 - Large = 15
- **Professional Prevention Partners (Safe Kids, Power Squadron, USCG Auxiliary, etc.):** Engaging partners can multiply the effectiveness of a marine law enforcement program’s by increasing their area of influence and leveraging the resources of partners. Partnering activities include meetings, conference calls, event participation, and actual on-water time. Agencies should report the hours that Prevention Partners spend conducting RBS activities.
 - Small = 1
 - Medium = 3
 - Large = 5

Media Contacts: (This section only applies to Federal Financial Assistant Grant recipients). The intent is for agencies to distribute recreational boating safety content through their own social media channels, the social media channels of their partners, or the news media.

- **Owned Media:** This is the number of hours spent on this activity and the number of posts or articles distributed through communication channels that are owned and managed by the agency like the agency website, social media channels (Facebook, Twitter), newsletters, etc.
 - Small = 4
 - Medium = 8
 - Large = 16
- **Earned Media:** This is the number of hours spent on this activity and the number of articles broadcast through media channels that are not managed by the agency. Examples include

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stories in the newspaper, radio, and television. Agencies should also count the number of recreational boating safety posts on the social media channels of partner organizations when the agency can show that the posts are the result of interaction with that partner.

- Small = 4
- Medium = 8
- Large = 16

Campaigns: See SOAR for reporting requirements. Goals for all agencies, regardless of size, is participation in these campaigns. The State Parks Recreational Boating Safety communications staff will distribute content to all agencies for each of the campaigns making participation quick and simple. These campaigns can have a powerful impact if all agencies participate.

- Operation Dry Water campaign is a national campaign focused on the deterrence of boating under the influence. Participation in this campaign is mandatory for all agencies that receive a federal assistance grant. It is a combination of emphasis patrols and media the weekend before the Fourth of July.
- Spring Aboard Campaign was a national campaign but is now a state campaign designed to encourage all boaters to take a recreational boating safety class. It occurs in late March.
- National Safe Boating Week is a nationally observed week focused on encouraging all boaters to wear their lifejackets and other best practices for optimal safety. In addition to media posts, agencies are encouraged to participate in “Wear IT” events. This campaign is sponsored by the National Safe Boating Council.
- Safe Paddling Week is a campaign sponsored by the Washington State Parks Recreational Boating Safety Program. The purpose of the week is to elevate awareness around basic paddling safety behaviors such as always wearing a PFD, obtaining training, etc.

Waterway Marking

Participating agencies should report the total number of Aids to Navigation (ATONs) that they are responsible for within their jurisdiction on the SOAR. Do not count ATON’s emplaced / maintained by the USCG, Corps of Engineers or other Federal agencies. The county or local jurisdiction will use only those waterway markers which conform to the uniform state waterway marking system as identified, found in chapter 352-66 WAC.

Accountability

Audits

All agencies will be audited on a periodic rotating basis. When your agency is slated for an audit, the State Parks Marine Law Enforcement Coordinator will contact your agency to schedule a time. You will

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be sent a list of documents and questions that you will need to prepare before the audit. Audits are a review of the performance and accomplishments to measure and evaluate compliance with the terms of the agreement with State Parks.

Compliance

If it is determined that a participating agency is not in compliance with the minimum requirements of the agreement, the State Parks Marine Law Enforcement Coordinator will notify the agency through a Non-Compliance Warning Letter and cite the wording of the agreement. The letter will request the agency responds with a plan to remedy the deficiency per **WAC 352-64-060 (3)**: Revocation of approval ***“Those counties or local jurisdictions unable to demonstrate compliance with minimum approval requirements will have forty-five days to submit a plan satisfactory to state parks to remedy the deficiencies. If, after forty-five days, a county or local jurisdiction is unable to demonstrate its ability to meet minimum requirements, state parks may revoke the program approval after the county or local jurisdiction has had an opportunity for a hearing under chapter 34.05 RCW, the Administrative Procedure Act.”***

CITY COUNCIL STAFF REPORT



Agenda Date: 12/13/2022

Subject: Washington State Internet Crimes against Children Task Force ILA

Contact Person/Department: Jeffrey Beazizo, Police Department

Budget Impact:

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Request council to approve and the Mayor to sign the ILA

SUMMARY/BACKGROUND:

The United States Department of Justice and Office of Juvenile Justice and Delinquency Prevention have created the Internet Crimes Against Children Task Force Program, which is a national network of state and local law enforcement cybercrime units. The mission of the national ICAC Task Force Program is to assist state and local law enforcement agencies develop an effective response to technology-facilitated child sexual exploitation and Internet crimes against children. This assistance encompasses forensic and investigative components, training and technical assistance, victim services, prevention and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency, team approach to investigating and prosecuting ICAC cases.

Seattle Police Department has been designated by the Office of Juvenile Justice and Delinquency Prevention as the Lead Agency to oversee the multi-jurisdictional Washington State Internet Crimes Against Children Task Force intended to combat crimes related to the sexual exploitation, enticement and victimization of children through the Internet, online communication systems, telecommunications technology and other computer technology

Seattle Police Department will assist law enforcement agencies in Washington State to

increase their computer forensic capabilities and receive appropriate training to investigate Internet related cases. Agencies that agree to work with the Seattle Police Department as the Lead Agency shall be identified in the program as an Affiliate or Affiliate Agency. This Interagency Agreement shall be effective on October 1, 2021 and continue for three (3) years.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 2021 Lake Stevens PD



INTERAGENCY AGREEMENT

BETWEEN

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

AND

LAKE STEVENS POLICE DEPARTMENT

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

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

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

WHEREAS, the SPD has been designated by the **OJJDP** as the "Lead Agency" to oversee the multi-jurisdictional **Washington State Internet Crimes Against Children Task Force (WA ICAC TF)** intended to combat crimes related to the sexual exploitation, enticement and victimization of children through the Internet, online communication systems, telecommunications technology and other computer technology; and

WHEREAS, the SPD is the recipient of a Federal grant through the **OJJDP** to assist in the investigation and prosecution of Internet crimes against children; and

WHEREAS, the SPD will assist law enforcement agencies in Washington State to increase their computer forensic capabilities and receive appropriate training to investigate Internet related cases; and

WHEREAS, agencies that agree to work with the SPD as the “Lead Agency” shall be identified in the program as an “Affiliate” or “Affiliate Agency” will execute this signed agreement under the authorization of the proper authority of said agency following all of the terms, conditions and tenets contained herein.

NOW THEREFORE, the parties hereto agree as follows:

This Interagency Agreement contains thirteen (13) Articles.

ARTICLE I TERM OF AGREEMENT

Affiliate Agencies may withdraw from this Interagency Agreement and new Affiliate Agencies may be added by executing an Interagency Agreement with the SPD in substantially the same form as this Interagency Agreement. The term of this Interagency Agreement shall be in effect until terminated pursuant to the provisions hereof. Either agency may cancel this agreement with (30) thirty days of written notification to the other agency. Said notification must be provided from the appropriate authorized authority within that agency. Upon receipt of the written notification the SPD will permanently remove the agency from Affiliate Agency status with the ICAC Program.

ARTICLE II OPERATIONAL STANDARDS

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

Affiliate Agencies agree to participate on the Washington Internet Crimes Against Children Task Force that is overseen by the SPD.

Affiliate Agencies agree to use only sworn law enforcement investigators to conduct ICAC investigations. Each investigator involved with undercover operations **must** receive ICAC Program training prior to initiating proactive investigations and shall submit reports of all undercover activity to the **SPD ICAC**.

Affiliate Agencies agree to conduct reactive investigations where subjects are associated within the Affiliate Agencies jurisdiction, including investigations of child pornography, Cybertip (CT) referrals from the National Center for Missing and Exploited Children (NCMEC), Internet Service Provider (ISP) and law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from subject interviews,

documented public sources, direct observations of suspicious behavior, public complaints, etc.

Affiliate Agencies agree to record and document all undercover online activity. Any deviations from this policy due to unusual circumstances shall be documented in the relevant case file, reviewed and authorized by the ICAC Unit Commander, or equivalent, for that agency.

Affiliate Agencies agree to provide the SPD with access to all ICAC investigative files including, without limitation, computer records, in order to ensure compliance with all national ICAC standards.

Affiliate Agencies agree to locate its ICAC investigators in secured space, to be provided by the Affiliate Agency, with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and under control of **each** Affiliate Agencies ICAC personnel, with restricted access to authorized personnel.

Affiliate Agencies agree to conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about Internet child safety issues. Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the WA ICAC TF, its Affiliate Agencies or the national ICAC Program.

Affiliate Agencies agree to be responsible for proper maintenance and use of any equipment purchased with OJJDP Grant funds and loaned to an Affiliate Agency by the SPD. Upon termination of this Interagency Agreement, ownership of equipment, hardware, and other non-expendable items will revert to the SPD.

Affiliate Agencies agree to utilize applicable State and Federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate.

Affiliate Agencies shall maintain accurate records pertaining to prevention, education and enforcement activities, to be collected and forwarded not less than monthly to the SPD ICAC Commander, Seattle Police Department, PO Box 34986, Seattle, WA 98124-4986, or in the ICAC Data System (www.icacdatasystem.com) for national statistical reporting purposes. Affiliate agencies are encouraged to forward all significant cases and/or press releases to SPD ICAC (spd_wa_icac@seattle.gov) for inclusion in reports to national ICAC program.

ARTICLE III SUPERVISION

Each Affiliate Agency will be responsible for the day-to-day operational supervision, administrative control, and personal and professional conduct of its officers and agents assigned to assist the WA ICAC TF. WA ICAC TF investigations are a cooperative effort and investigative decisions will be a joint process guided by the WA ICAC TF standards.

ARTICLE IV JURISDICTION

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

ARTICLE V EVIDENCE

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

ARTICLE VI INSURANCE AND LIABILITY

Each Affiliate Agency shall maintain sufficient insurance coverage or a fully funded self-insurance program, approved by the State of Washington, for the protection and handling of the liabilities including injuries to persons and damage to property. Each Affiliate Agency agrees to maintain, at its own expense, insurance or self-insurance coverage for all of its liability exposures for this Agreement and agrees to provide the City of Seattle with at least 30 days prior written notice of any material change in the Affiliate Agency's liability coverage.

ARTICLE VII REPORTING STANDARDS

Using a process provided by the SPD, **each** Affiliate Agency shall submit monthly statistics to the SPD on all ICAC investigations or other investigative work pertaining to the sexual exploitation of children via the Internet. These statistics shall be submitted in the appropriate format by the 10th day of each successive month that the statistics were acquired and shall include data on all related investigations opened or closed during the month in all of the categories as designated on the provided form.

In addition, a breakdown or summary of basic case data shall be included for each sexual exploitation of a minor (child pornography) case, and/or criminal solicitation of a minor (enticement/traveler) case investigated by an Affiliate Agency along with references to any local media reporting on the investigation. The SPD will be responsible for all required reporting to the **OJJDP**.

ARTICLE VIII TRAINING

Affiliate Agencies **shall** make every effort to make investigators designated as Task Force Members available for applicable specialized training provided through the national ICAC Program and other appropriate training programs. The SPD will review training requests and provide funding for ICAC-approved training when appropriate. This funding will

include, but is not limited to; WA ICAC TF hosted, or sponsored or facilitated training through the national ICAC Programs authorized vendors.

Affiliate Agencies seeking funding assistance will be required to submit requests at least thirty (30) days in advance in writing and to comply with the procedures set forth in a separate Interagency Agreement for funding requests. A sample of this Interagency Agreement is available upon request but in no way is tacit or expressed authorization of requested funding or financial assistance given in advance. Funding under the Interagency Agreement is limited to the available funds that are received by the SPD under the **OJJDP** Grant program for the national ICAC program.

ARTICLE IX CONFIDENTIALITY

The parties agree that any confidential information pertaining to investigations of WA ICAC TF will be held in the strictest confidence, and will only be shared with other Affiliate Agencies or other law enforcement agencies not participating in the WA ICAC TF where necessary or as otherwise permitted by federal and/or state law.

ARTICLE X COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

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

ARTICLE XI GOVERNING LAW AND VENUE

This Interagency Agreement is governed in all respects by applicable local, State, and Federal laws which shall supersede any provisions made in this Interagency Agreement to the contrary. Any provision effected will not negate the rest of the Interagency Agreement. In case any one or more of the provisions contained in this Interagency Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Interagency Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Exclusive venue is in Seattle, King County, Washington.

ARTICLE XII EFFECTIVE DATE

This Interagency Agreement shall be effective on October 1, 2021 and continue for three (3) years. Upon expiration this Interagency Agreement shall be renewed until such time as federal funding for the ICAC Task Force Program ends or the Interagency Agreement is canceled by either party upon 30 days' written notice delivered to both parties as delineated in ARTICLE I TERM OF AGREEMENT. This Interagency may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

The additional or deletion of Affiliate Agencies to or from this Interagency Agreement shall not affect the Interagency Agreement with the remaining Affiliate Agencies.

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

ARTICLE XIII AMENDMENTS

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

**WASHINGTON STATE
INTERNET CRIMES AGAINST CHILDREN
TASK FORCE**

INTERAGENCY AGREEMENT

EXECUTED BY

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

AND

The **LAKE STEVENS POLICE DEPARTMENT**,
a department of the City of Lake Stevens, hereinafter referred to as "LSPD",
Department Authorized Representative:
Jeffrey Beazizo, Chief of Police
1825 South Lake Stevens Road
Lake Stevens, WA 98258

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

LAKE STEVENS POLICE DEPARTMENT

SEATTLE POLICE DEPARTMENT

Jeffrey Beazizo, Chief of Police

Adrian Diaz, Chief of Police

Date:

Date:

CITY COUNCIL STAFF REPORT



Agenda Date: 12/13/2022

Subject: Ordinance 1151 - Source Control

Contact Person/Department: Olin Anderson, Shannon Farrant, Public Works

Budget Impact: None

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Motion to authorize the Mayor to adopt Ordinance 1151 amending and adding language in Title 11 to define a Source Control Program and clarifying existing language.

SUMMARY/BACKGROUND:

City staff presented the draft ordinance at a City Council workshop on December 6, 2022. Minor corrections have been implemented based on the discussion by Council to improve clarity for the types of businesses to be inspected as part of the Source Control Program and minor edits identified throughout the text. The final draft of the Ordinance incorporates the following changes:

- 11.03.010 Adding definition of “Potential Pollutant Site” and renumbering following definitions.
 - 1.06.040.B. removing several described locations and replacing text with “property owners or operators of Potential Pollutant Sites.”
 - 11.06.105.A(1) removing several described properties and replacing text with “properties that are Potential Pollutant Sites.”
 - 11.06.105.A(2) removing the text “business owners and the public” and replacing with “property owners and operators that are Potential Pollutant Sites.”
 - Removing in its entirety as redundant, proposed 11.06.105.A(4) and renumbering the following items.
 - Removing in its entirety as redundant, proposed 11.06.105.B(3).
-

- As clarification, to 11.06.110.B(5), replace the second use of the word “immediate” and replace with the word “imminent.”

The City has a regulatory obligation by the NPDES Phase II Municipal Stormwater Permit (Permit), to implement a Source Control Program for existing businesses by January 1, 2023. Ordinance 1151 defines the regulatory framework to support the Source Control Program and amends existing language in Title 11 to reduce redundancy and improve readability.

The purpose of a Source Control Program is to improve water quality by implementing practices to control pollution with best management practices (BMPs) at the source of existing potential pollutant sites, which are identified primarily as business and utility facilities located within the City. The overall approach of the Source Control Program is to achieve surface water protection through information sharing and voluntary compliance. The Program includes an inspection process coupled with education and outreach and technical assistance to implement BMPs at businesses to improve water quality. Ordinance 1151 builds the framework for the Source Control Program implementation and clarifies a progressive enforcement process that leads from voluntary to enforced compliance. No new enforcement procedures are proposed; however, the two existing enforcement parameters were amended to maintain consistence with the WAC definition of the penalty. Ordinance 1151 helps the City meet the NPDES regulatory requirements outlined in the Permit.

APPLICABLE CITY POLICIES:

LSMC Title 11

ATTACHMENTS:

1. ord1151_SourceControl_20221208

CITY OF LAKE STEVENS
Lake Stevens, Washington
ORDINANCE NO. 1151

AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON, CLARIFYING THE EXISTING STORMWATER AND SURFACE WATER MANAGEMENT REGULATIONS AND ADDING ITEMS DEFINING A SOURCE CONTROL PROGRAM FOR BUSINESS CONDUCTED ON PRIVATE PROPERTY PURSUANT TO THE WESTERN WASHINGTON PHASE II MUNICIPAL STORMWATER PERMIT ISSUED TO THE CITY BY THE WASHINGTON STATE DEPARTMENT OF ECOLOGY AND ADDING CHAPTER 11.03 OF THE LAKE STEVENS MUNICIPAL CODE (LSMC) ENTITLED “STORMWATER DEFINITIONS”; AMENDING PORTIONS OF CHAPTER 11.04 OF LMSC ENTITLED “STORMWATER MANAGEMENT UTILITY”; AMENDING PORTIONS OF CHAPTER 11.06 OF LMSC ENTITLED “STORMWATER MANAGEMENT”; AND PROVIDING BASIS FOR AUTHORITY, ADMINISTRATION, APPLICABLE MEASURES, ENFORCEMENT, PENALTIES, AND PURPOSE OF THE REGULATORY INTENT OF THE SURFACE WATER PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE.

WHEREAS, the Federal Clean Water Act, 33 U.S.C. 1251 et seq. (the Act), requires certain local governments such as the City of Lake Stevens to implement stormwater management programs and regulations within prescribed timeframes, and pursuant to said Act the United States Environmental Protection Agency (EPA) has adopted rules for such stormwater programs and regulations; and

WHEREAS, the EPA has delegated authority to the Washington State Department of Ecology (Ecology) to administer such stormwater programs and regulations, and Ecology has issued the Western Washington Phase II Municipal Stormwater Permit, effective August 1, 2019 through July 31, 2024, which requires local governments such as the City of Lake Stevens to implement stormwater management requirements, including adopting Ecology's 2019 Stormwater Management Manual for Western Washington (Stormwater Manual) and related regulations; and

WHEREAS, the Washington State Supreme Court determined that stormwater regulations issued by Ecology are not development regulations subject to vesting upon filing of a complete subdivision or building permit application; and

WHEREAS, in 2009, the City Council adopted Ordinance No. 808, as codified in LSMC 11.06.030, which adopted the 2005 Stormwater Manual and required all stormwater systems to be designed in accordance therewith; and

WHEREAS, in 2018, the City Council adopted Ordinance No. 1010, as codified in LSMC 11.06.030, which adopted the 2012 Stormwater Manual, as amended in 2014, and required all stormwater systems to be designed in accordance therewith; and

WHEREAS, in 2022, the City Council adopted Ordinance No. 1140, as codified in LSMC 11.06.030 and 14.50.100, which adopted the 2019 Stormwater Manual and required all stormwater systems to be designed in accordance therewith; and

WHEREAS, in the previous additions and updates to the surface water and stormwater sections of the LSMC were addressed in a piecemeal fashion with overlapping and disjointed presentation of similar content, and thus the LSMC may be subject to a revision for greater clarity and consistency; and

WHEREAS, in order to comply with portions of the currently effective Western Washington Phase II Municipal Stormwater Permit pertaining to inspections of stormwater discharge and potential pollution sources from commercial activities conducted on private property, the City has prepared proposed amendments to the existing Stormwater Management regulations, as set forth below: and

WHEREAS, the proposed changes to the municipal code were presented to City Council at a workshop on December 6, 2022; and

WHEREAS, the proposed changes to the municipal code were updated per Council feedback and minor corrections by staff; and

WHEREAS, the City Council has determined that it is in the public's interest and in furtherance of the public health and welfare to adopt regulations for private property commercial Stormwater Source Control in lieu of other available options for compliance with state stormwater regulations, as set forth below.

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

Section 1. The City Council hereby makes the following findings:

- A. The City attorney determined a public hearing is not required for amendments to Title 11.
- B. As required by LSMC 14.16C.075(f), the adoption and amendment of codes are consistent with the Comprehensive Plan, comply with the Growth Management Act and advance the public health, safety and welfare.

Section 1. Title 11, to be renamed “Stormwater and Surface Water Management”, shall include a new chapter 11.03 entitled “Stormwater and Surface Water Definitions” and shall rename chapter 11.04 to “Stormwater Management Utility”; Section 11.03, entitled “Surface Water and Stormwater Definitions”; Section 11.04, entitled “Stormwater Management Utility”; and Section 11.06, entitled “Stormwater Management”; of the Lake Stevens Municipal Code, are hereby amended to be read as referenced and incorporated, in the attached Exhibit A, with additions shown by underline and deletions shown by strikethrough.

Section 2. Severability. If any section, clause, phrase, or term of this ordinance is held for any reason to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance, and the remaining portions shall be in full force and effect.

Section 3. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall take effect and be in full force five days after the date of publication.

PASSED by the City Council of the City of Lake Stevens this 13th day of December 2022

Brett Gailey, Mayor

ATTEST/AUTHENTICATION:

Kelly Chelin, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

First and Final Reading: December 13, 2022

Published: December 13, 2022

Effective Date: January 1, 2023

EXHIBIT A

Note to reviewers: Highlighted text are edits or additions within a section. Unhighlighted sections represent no change to the section.

Title 11

Stormwater and Surface Water Management

Chapter:

- 11.03 Stormwater and Surface Water Definitions**
- 11.04 ~~Storm Water~~ Stormwater Management Utility**
- 11.06 Stormwater Management**

Chapter 11.03

STORMWATER AND SURFACE WATER DEFINITIONS

Sections:

11.03.010 Definitions.

- A. “AKART” means all known, available, and reasonable methods of prevention, control, and treatment. See also the State Water Pollution Control Act, RCW 90.48.010 and 90.48.520.
- B. “Aquatic habitat” or “aquatic resource” means the portion of the water body below the surface, including fluctuating elevations, aquatic or emergent plants, substrate, water quality, and other physical characteristics of a waterbody regarding its ability to support wildlife.
- C. “Best management practices (BMPs)” means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and structural or managerial practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.
- D. “Developed parcel” means any parcel altered from the natural state by construction, creation, or addition of impervious surfaces.
- E. “Equivalent service unit” means the average impervious surface area of single-family residential properties in the City.

- F. “Ground water” or “groundwater” means water in a saturated zone or stratum beneath the surface of the land or below a surface water body.
- G. “Hazardous materials” means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.
- H. “Hyperchlorinated” means water that contains more than 10 mg/liter chlorine.
- I. “Illicit connection” means any manmade conveyance that is connected to a municipal separate storm sewer without a permit, excluding roof drains and other similar type connections. Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, or outlets that are connected directly to the municipal separate storm sewer system.
- J. “Illicit discharge” means any direct or indirect nonstormwater discharge to the City’s storm drain system, except as expressly exempted by this chapter.
- K. “Impervious surface” means a hard surface area which either prevents or retards the entry of water into the soil mantle as it entered under natural conditions prior to development, and/or a hard surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roofs, walkways, patios, driveways, parking lots, storage areas, areas which are paved, graveled or made of packed or oiled earthen materials, or other surfaces which similarly impede the natural infiltration of surface and stormwater. Open, uncovered retention/detention facilities shall not be considered as impervious surfaces for the purpose of this chapter.
- L. “Low Impact Development (LID)” is a common stormwater management approach prescribed through the stormwater manual. The intent of LID as a stormwater approach is to mimic a site’s predevelopment hydrology by employing design techniques that infiltrate, store, evaporate and detain runoff close to its source.
- M. “Maintenance” means the act or process of cleaning, repairing or preserving a system, unit, facility, structure or piece of equipment.

N. “Municipal separate storm sewer system (MS4)” means a conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains, which are:

(i) Owned or operated by the City of Lake Stevens;

(ii) Designed or used for collecting or conveying stormwater;

(iii) Not part of a publicly owned treatment works (POTW) (“POTW” means any device or system used in treatment of municipal sewage or industrial wastes of a liquid nature which is publicly owned); and

(iv) Not a combined sewer (“combined sewer” means a system that collects sanitary sewage and stormwater in a single sewer system).

O. “National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit” means a permit issued by the Environmental Protection Agency (EPA) (or by the Washington Department of Ecology under authority delegated pursuant to 33 USC Section 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

P. “Nonstormwater discharge” means any discharge to the storm drain system that is not composed entirely of stormwater.

Q. “Open space” means any parcel, property, or portion thereof classified for current use taxation under the provisions of Chapter 84.34 RCW, or for which the development rights have been sold to the City of Lake Stevens.

R. “Operational source control BMP” means a schedule of activities, prohibition of practices, and other best management practices to prevent or reduce pollutants from entering stormwater.

S. “Parcel” means the smallest separately segregated unit or plot of land having an identified owner, boundaries and surface area which is documented for property tax purposes and given a tax number by the Snohomish County Assessor.

T. “Person” means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner of a premises or as the owner’s agent.

U. “Pollution” means any pollutants which cause or contribute to adverse ecological effects or degradation. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

V. “Potential Pollutant Site” means a business or activity on private property to be inspected under the Source Control Program that includes, but is not limited to, existing business, industrial, manufacturing, processing, or other commercial facility located within the City which generates significant quantities of materials listed in this Title as pollution or prohibited contaminants. A potential pollution site is evaluated by the extent to which said materials may be located in outdoor conditions, may interact with stormwater or surface water, and may result in contaminants as a prohibited discharge to receiving waters or the City’s MS4.

W. “Receiving waters” means bodies of water or surface water systems to which surface runoff is discharged via a point source of stormwater or via sheet flow. Groundwater to which surface runoff is directed by infiltration.

X. “Retention/detention facility” means a type of drainage facility designed either to hold water for a considerable length of time and then release it by evaporation, plant transpiration and/or infiltration into the ground or to hold runoff for a short period of time and then release it to the surface and stormwater management system.

Y. “Residence” means a building or structure, or portion thereof, designed for and used to provide a place of abode for human beings. The term “residence” includes the term “residential” or “residential unit” as referring to the type of or intended use of a building or structure.

Z. “Residential parcel” means any parcel which contains no more than two residences or two residential units which are within a single structure and are used primarily for residential purposes or any parcel which does not have impervious surfaces upon it.

AA. “Storm” or “stormwater drainage system” means publicly owned facilities, including the City’s municipal separate storm sewer system, by which stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

- BB. “Stormwater” means runoff during and following precipitation and snowmelt events, including surface runoff and drainage.
- CC. “Stormwater Manual” means the adopted Washington State Department of Ecology Stormwater Management Manual for Western Washington (Ord. 1140, Sec. 1, Exh. A).
- DD. “Stormwater pollution prevention plan (SWPPP)” means a document which describes the best management practices and activities to be implemented by a person to identify sources of pollution or contamination at a premises and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.
- EE. “Source control” or “source control BMP” means a best management practice listed in the Stormwater Manual intended to prevent pollutants from coming into contact with stormwater through physical separation of areas or careful management of activities that are sources of pollutants and thus avoiding a polluted discharge to surface water.
- FF. “Structural source control BMP” means a physical, structural, or mechanical device or facility that is intended to prevent pollutants from entering stormwater as a best management practice.
- GG. “Surface water” means the physical beds and boundaries of receiving waters (perennial, seasonal, and ephemeral streams, rivers, sloughs, wetlands, and lakes), including those natural drainage systems that have been altered by human actions.
- HH. “Surface and stormwater utility services” means the services provided by the Stormwater Utility, including, but not limited to, stormwater management planning, facilities maintenance, regulation, financial administration, public involvement, drainage investigation and enforcement, aquatic resource restoration, surface and stormwater quality and environmental monitoring, natural surface water drainage system planning, intergovernmental relations, and facility design and construction.
- II. “Treatment BMP” means a best management practice that is intended to remove pollutants from stormwater.
- JJ. “Undeveloped parcel” means any parcel which has not been altered from its natural state by construction, creation or addition of impervious surfaces. (Ord. 1151, Sec. 1 (Exh. A), 2022; Ord. 1032, Sec. 1, 2018; Ord. 1010, Sec. 2 (Exh. A), 2018; Ord. 808, Sec. 1 (Exh. A), 2009. Formerly 11.06.090; Ord. 549, 1997)

Chapter 11.04

STORMWATER STORM-WATER MANAGEMENT UTILITY

Sections:

- 11.04.010 Stormwater Management Utility Created - Responsibilities
- 11.04.020 Administrator of Utility
- 11.04.030 Ownership of City Stormwater Facilities and Assets
- 11.04.040 Definitions Reserved
- 11.04.050 Rates for Surface Water Drainage Service
- 11.04.060 Billing
- 11.04.070 Credits Allowed
- 11.04.090 Remedies
- 11.04.100 Appeals
- 11.04.110 Lien for Service/Interest

11.04.040 Reserved Definitions.

A. —“Developed parcel” means any parcel altered from the natural state by construction, creation, or addition of impervious surfaces.

B. —“Impervious surface” means a hard surface area which either prevents or retards the entry of water into the soil mantle as it entered under natural conditions prior to development, and/or a hard surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roofs, walkways, patios, driveways, parking lots, storage areas, areas which are paved, graveled or made of packed or oiled earthen materials, or other surfaces which similarly impede the natural infiltration of surface and stormwater. Open, uncovered retention/detention facilities shall not be considered as impervious surfaces for the purpose of this chapter.

C. —“Maintenance” means the act or process of cleaning, repairing or preserving a system, unit, facility, structure or piece of equipment.

D. —“Open space” means any parcel, property, or portion thereof classified for current use taxation under the provisions of Chapter 84.34 RCW, or for which the development rights have been sold to the City of Lake Stevens.

E. —“Parcel” means the smallest separately segregated unit or plot of land having an identified owner, boundaries and surface area which is documented for property tax purposes and given a tax number by the Snohomish County Assessor.

F.—“Equivalent service unit” means the average impervious surface area of single-family residential properties in the City.

G.—“Retention/detention facility” means a type of drainage facility designed either to hold water for a considerable length of time and then release it by evaporation, plant transpiration and/or infiltration into the ground or to hold runoff for a short period of time and then release it to the surface and stormwater management system.

H.—“Residence” means a building or structure, or portion thereof, designed for and used to provide a place of abode for human beings. The term “residence” includes the term “residential” or “residential unit” as referring to the type of or intended use of a building or structure.

I.—“Residential parcel” means any parcel which contains no more than two residences or two residential units which are within a single structure and are used primarily for residential purposes or any parcel which does not have impervious surfaces upon it.

J.—“Surface and stormwater utility services” means the services provided by the Stormwater Utility, including, but not limited to, stormwater management planning, facilities maintenance, regulation, financial administration, public involvement, drainage investigation and enforcement, aquatic resource restoration, surface and stormwater quality and environmental monitoring, natural surface water drainage system planning, intergovernmental relations, and facility design and construction.

K.—“Undeveloped parcel” means any parcel which has not been altered from its natural state by construction, creation or addition of impervious surfaces. (Ord. 1032, Sec. 1, 2018; Ord. 549, 1997)

Chapter 11.06 STORMWATER MANAGEMENT

11.06.010 Purpose

11.06.020 Authority and Administration

11.06.030 Stormwater Management Manual Adopted

11.06.040 Stormwater Management Review and Approval Required

11.06.050 Standards, Definitions, and Requirements

11.06.060 Adjustments and Exceptions

11.06.070 Low Impact Development and Best Management Practices - Application of Measures

11.06.080 Construction and Maintenance of Stormwater Facilities

11.06.090 Bonding and Insurance for Stormwater Facilities

11.06.100 Prohibited, Allowable, and Conditional Discharges and Connections

11.06.105 Source Control Program for Existing Development

11.06.110 Administration, Right of Entry and Inspection, and Fees

11.06.120 Fees, Enforcement, and Penalties

11.06.130 Appeals

11.06.140 Construction of Chapter

11.06.010 Purpose.

The City Council finds that this chapter is necessary to promote public health, safety, and welfare through the comprehensive management of surface water and stormwater, erosion control, and flooding. The Council also finds that this chapter is necessary to prevent water quality degradation; to prevent flood damage, siltation and habitat destruction in the City's creeks, streams and other water bodies; to protect property owners adjacent to developing land from increased runoff rates which could cause stream erosion and damage to public and private property; to promote sound development and redevelopment policies which respect and preserve the City's watercourses and aquatic habitat; to reduce hard surface and stormwater runoff; to prohibit illicit connections and illicit discharges to the stormwater drainage systems; to control potential and observed pollutants to water resources from sources on properties within the City; to ensure the safety of City streets and rights-of-way; and to promote ground water recharge through the implementation of a thorough permit review, construction inspection, enforcement, and maintenance programs. (Ord. 1151, Sec. 1 (Exh. A), 2022; Ord. 1010, Sec. 2 (Exh. A), 2018; Ord. 808, Sec. 1 (Exh. A), 2009)

11.06.020 Authority and Administration.

A. Authority. This chapter is enacted pursuant to Chapter 35A.63 RCW (Planning and Zoning in Code Cities) and Chapter 36.70A RCW (Growth Management - Planning by Selected Counties and Cities) in compliance with the Federal Clean Water Act (Title 33 United States Code Section 1251 et seq.) and the requirements of the City's National Pollution Discharge Elimination System (NPDES) Phase II permit issued by the Washington State Department of Ecology, effective August 1, 2019, which specifies that the City must undertake certain actions to protect the City's MS4 from existing and future sources of pollution. Its provisions shall be implemented to accomplish the purposes of the NPDES program-permit and to protect and preserve public health, safety and general welfare through implementation of the Stormwater Manual.

B. Administration.

- (1) This chapter shall be primarily administered by the Director of Public Works or a designee, hereafter referred to as the Director, with the cooperation and assistance of the Department of

Planning and Community Development. The Director of Public Works and the Director of Planning and Community Development shall have the authority to develop and implement administrative procedures to administer and enforce this chapter.

(2) The Director may approve, conditionally approve, or deny activities regulated by this chapter. (Ord. 1151, Sec. 1 (Exh. A), 2022; Ord. 1010, Sec. 2 (Exh. A), 2018; Ord. 808, Sec. 1 (Exh. A), 2009. Formerly 11.06.100)

11.06.040 Stormwater Management Review and Approval Required.

A. Stormwater Systems at New Construction or Redevelopment. Stormwater management review and approval by the City are required when any development or proposed project meets or exceeds the threshold conditions defined in the Stormwater Manual (e.g., new and replaced hard area, drainage system modifications, redevelopments, etc.) and is subject to a City development permit or approval requirement as described in this chapter. (Ord. 1140, Sec. 3 (Exh. A), 2022; Ord. 1010, Sec. 2 (Exh. A), 2018; Ord. 808, Sec. 1 (Exh. A), 2009. Formerly 11.06.030)

B. Source Control at Existing Development, Commercial Properties, and Other Properties. Managing stormwater quality and quantity at existing developed properties by applying Source Control practices described in the Stormwater Manual is the responsibility of property owners or operators of Potential Pollutant Sites, as described by section 11.06.105. (Ord. 1151, Sec. 1 (Exh. A), 2022; Ord. 1010, Sec. 2 (Exh. A), 2018; Ord. 808, Sec. 1 (Exh. A), 2009. Formerly 11.06.030).

11.06.050 ~~Standards, Definitions, and Requirements.~~

(a) Unless otherwise specified in this chapter, all standards, definitions, and requirements shall be in accordance with the City's Engineering Design and Development Standards (EDDS) and the Stormwater Manual.

(b) Plan and Report Submittal. Stormwater site plans, supporting technical analyses and other required documentation shall conform to the requirements contained in the Stormwater Manual.

(c) Where to Submit. All stormwater site plans prepared in connection with any of the permits and/or approvals set forth in this chapter shall be submitted to the Departments of Planning and Community Development ~~and Public Works.~~

(d) All plans, drawings and calculations designed to control stormwater, surface water and subsurface water, submitted to the City, will be prepared by a licensed professional engineer, registered in the State of Washington, or by a person qualified as set forth in the Stormwater Manual, and those plans, drawings and calculations will be stamped showing that engineer's registration, if applicable.

~~(e) Interpretation. The provisions of this chapter shall be held to be minimum requirements in their interpretation and application and shall be liberally construed to serve the purposes of this chapter.~~

~~(f) More Strict Standard Applies. When any provision of any other ordinance of the City's regulations conflicts with this chapter, that which provides greater environmental protection shall apply unless otherwise provided for in this chapter.~~ (e) Stormwater site plans and supporting documentation shall be subject to review by department staff of Planning and Community Development and/or Public Works to confirm said plans meet the standards of the Stormwater Manual and EDDS, or if revisions are necessary. (Ord. 1151, Sec.1 (Exh. A), 2022; Ord. 1140, Sec. 3 (Exh. A), 2022; Ord. 1010, Sec. 2 (Exh. A), 2018; Ord. 808, Sec. 1 (Exh. A), 2009. Formerly 11.06.040)

11.06.070 Low Impact Development and Best Management Practices - Application of Measures.

(a) Low impact development (LID) criteria listed in the Stormwater Manual shall be used to reduce the amount of disruption of the natural hydrological characteristics of the site and of downstream surface water. LID is a common stormwater management approach prescribed through the stormwater manual. The intent of LID as a stormwater approach is to mimic a site's predevelopment hydrology by employing design techniques that infiltrate, store, evaporate and detain runoff close to its source. Applicability of methods is determined through a feasibility analysis according to the Stormwater Manual based on existing site conditions and limitations.

(b) Low impact development is implemented by minimizing hard surface coverage and by managing runoff through dispersion, infiltration, evapotranspiration, or a combination of these approaches as directed by the Stormwater Manual.

(c) A variety of best management practices (BMPs) to minimize hard surfaces and to manage stormwater have been developed and tested for use in Western Washington. Common LID techniques BMPs address stormwater flow control and treatment through using landscape and site features such as rain gardens, bioretention, cells and permeable pavements as directed by the Stormwater Manual. These BMPs and the overall LID approach are described in the Stormwater Manual and further detailed in the LID Technical Guidance Manual for Puget Sound (LID Manual). (Ord. 1140, Sec. 3 (Exh. A), 2022; Ord. 1010, Sec. 2 (Exh. A), 2018; Ord. 808, Sec. 1 (Exh. A), 2009. Formerly 11.06.060)

(d) Source control BMPS are applicable to all properties within the City that are engaged in pollution generating activities that have the potential to discharge pollutants into the storm water drainage system or waters of the state, regardless of whether the property is covered under a separate NPDES permit.

(e) Construction sites and proposed development are subject to preventing stormwater discharge by implementing temporary BMPs and other permanent BMPs as outlined in the Stormwater Manual. (Ord. 1151, Sec. 1 (Exh. A), 2022; Ord. 1140, Sec. 3 (Exh. A), 2022; Ord. 1010, Sec. 2 (Exh. A), 2018; Ord. 808, Sec. 1 (Exh. A), 2009. Formerly 11.06.060).

11.06.100 Prohibited, Allowable, and Conditional Discharges and Connections.

~~(a) Definitions. The following definitions shall be applicable to this section:~~

~~(1) “AKART” means all known, available, and reasonable methods of prevention, control, and treatment. See also the State Water Pollution Control Act, RCW 90.48.010 and 90.48.520.~~

~~(2) “Best management practices (BMPs)” means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and structural or managerial practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.~~

~~(3) “Ground water” means water in a saturated zone or stratum beneath the surface of the land or below a surface water body.~~

~~(4) “Hazardous materials” means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.~~

~~(5) “Hyperchlorinated” means water that contains more than 10 mg/liter chlorine.~~

~~(6) “Illicit discharge” means any direct or indirect nonstormwater discharge to the City’s storm drain system, except as expressly exempted by this chapter.~~

~~(7) “Illicit connection” means any manmade conveyance that is connected to a municipal separate storm sewer without a permit, excluding roof drains and other similar type connections. Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, or outlets that are connected directly to the municipal separate storm sewer system.~~

~~(8) —“Municipal separate storm sewer system (MS4)” means a conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains, which are:~~

- ~~(i) —Owned or operated by the City of Lake Stevens;~~
- ~~(ii) —Designed or used for collecting or conveying stormwater;~~
- ~~(iii) —Not part of a publicly owned treatment works (POTW) (“POTW” means any device or system used in treatment of municipal sewage or industrial wastes of a liquid nature which is publicly owned); and~~
- ~~(iv) —Not a combined sewer (“combined sewer” means a system that collects sanitary sewage and stormwater in a single sewer system).~~

~~(9) —“National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit” means a permit issued by the Environmental Protection Agency (EPA) (or by the Washington Department of Ecology under authority delegated pursuant to 33 USC Section 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.~~

~~(10) —“Nonstormwater discharge” means any discharge to the storm drain system that is not composed entirely of stormwater.~~

~~(11) —“Person” means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner of a premises or as the owner’s agent.~~

~~(12) —“Pollution” means any pollutants which cause or contribute to adverse ecological effects or degradation. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.~~

~~(13) —“Storm” or “stormwater drainage system” means publicly owned facilities, including the City’s municipal separate storm sewer system, by which stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs,~~

~~inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.~~

~~(14) "Stormwater" means runoff during and following precipitation and snowmelt events, including surface runoff and drainage.~~

~~(15) "Stormwater pollution prevention plan (SWPPP)" means a document which describes the best management practices and activities to be implemented by a person to identify sources of pollution or contamination at a premises and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.~~

~~(b)~~A. Prohibited Prohibition of Illicit Discharges.

(1) No person shall throw, drain, or otherwise discharge, cause or allow others under his/her control to throw, drain or otherwise discharge into the municipal storm drain system any materials other than stormwater.

(2) Examples of prohibited contaminants include but are not limited to the following:

- (i) Trash or debris.
- (ii) Construction materials.
- (iii) Petroleum products including but not limited to oil, gasoline, grease, fuel oil and heating oil.
- (iv) Antifreeze and other automotive products.
- (v) Metals in either particulate or dissolved form.
- (vi) Flammable or explosive materials.
- (vii) Radioactive material.
- (viii) Batteries.
- (ix) Acids, alkalis, or bases.
- (x) Paints, stains, resins, lacquers, or varnishes.
- (xi) Degreasers and/or solvents.
- (xii) Drain cleaners.
- (xiii) Pesticides, herbicides, or fertilizers.
- (xiv) Steam cleaning wastes.
- (xv) Soaps, detergents, or ammonia.
- (xvi) Swimming pool cleaning wastewater or filter backwash.
- (xvii) Chlorine, bromine, or other disinfectants.

- (xviii) Heated water.
- (xix) Domestic animal wastes.
- (xx) Sewage.
- (xxi) Recreational vehicle waste.
- (xxii) Animal carcasses.
- (xxiii) Food wastes.
- (xxiv) Bark and other fibrous materials.
- (xxv) Lawn clippings, leaves, or branches.
- (xxvi) Silt, sediment, concrete, cement or gravel.
- (xxvii) Dyes. Unless approved by the City.
- (xxviii) Chemicals not normally found in uncontaminated water.
- (xix) Any other process-associated discharge except as otherwise allowed in this section.
- (xxx) Any hazardous material or waste not listed above.

(e) B. Allowable Discharges. The following types of discharges shall not be considered ~~illegal-illicit~~ discharges for the purposes of this chapter unless the City determines that the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface water or ground water:

- (1) Diverted stream flows.
- (2) Rising ground waters.
- (3) Uncontaminated ground water infiltration - as defined in 40 CFR 35.2005(20).
- (4) Uncontaminated pumped ground water.
- (5) Foundation drains.
- (6) Air conditioning condensation.
- (7) Irrigation water from agricultural sources that is commingled with urban stormwater.
- (8) Springs.
- (9) Water from crawl space pumps.
- (10) Footing drains.

(11) Flows from riparian habitats and wetlands.

(12) Discharges from emergency fire fighting activities.

~~(d)~~C. Conditional Discharges. The following types of discharges shall not be considered illegal discharges for the purposes of this chapter, if they meet the stated conditions, or unless the City determines that the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface water or ground water:

(1) Potable water, including water from water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water. These planned discharges shall be dechlorinated to a concentration of 0.1 ppm or less, pH-adjusted if necessary and in volumes and velocities controlled to prevent resuspension of sediments in the stormwater system. Discharges shall be thermally controlled to prevent an increase in temperature of the receiving water. Swimming pool cleaning waste water and filter backwash shall not be discharged to the stormwater system.

(2) Lawn watering and other irrigation runoff.

(3) Dechlorinated swimming pool discharges. These discharges shall be dechlorinated to a concentration of 0.1 ppm or less, pH-adjusted and reoxygenized, if necessary, volumetrically and velocity controlled to prevent resuspension of sediments in the stormwater system.

(4) Street and sidewalk wash water, water used to control dust, and routine external building wash down that does not use detergents. These discharges shall be permitted, if the amount of street wash and dust control water used is minimized. At active construction sites, street sweeping must be performed prior to washing the street.

(5) Nonstormwater discharges covered by another NPDES permit. These discharges shall be in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations.

(6) Other nonstormwater discharges. These discharges shall be in compliance with the requirements of a stormwater pollution prevention plan (SWPPP) reviewed and approved by the City, which addresses control of such discharges by applying AKART to prevent contaminants from entering surface or ground water.

~~(e)~~D. Prohibited Connections.

- (1) The construction, use, maintenance, or continued existence of illicit connections to the stormwater system is prohibited.
- (2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- (3) A person is considered to be in violation of this section, if the person connects a line conveying sewage to the MS4 or allows such a connection to continue.

E. Hazardous discharges.

- (1) If upon inspection of a property it is determined that violation of this section results in a hazard to human health and safety, the Director shall immediately notify the responsible party and shall provide a verbal or written determination of the hazard that specifies the discharge of concern to be corrected and the date by which the hazard shall be corrected.
- (2) The director may without prior notice require the immediate discontinuance of any violation causing the hazard. Failure to comply shall constitute a willful violation of this chapter.
- (3) If incomplete or insufficient action has occurred, by the specified date to control the hazard, the Director may require any person responsible for a property or premises to implement, at their own expense, additional operational BMPs, and if necessary, structural BMPs and/or treatment BMPs or facilities, or both, to prevent further discharge of pollutants.
- (4) Should the required corrections or repair not be implemented by the property owner and/or responsible parties within a designated timeframe, the discharge is a violation of this section subject to enforcement under section 11.06.120. (Ord. 1151, Sec. 1 (Exh. A), 2022; Ord. 1010, Sec. 2 (Exh. A), 2018; Ord. 808, Sec. 1 (Exh. A), 2009. Formerly 11.06.090)

11.06.105 Source Control Program for Existing Development.

A. Applicability.

- (1) Unless specifically exempted herein, source control applies to all discharges to the City's MS4, and specifically addresses sources of pollutants from properties that are Potential Pollutant Sites that may contribute levels of pollution that violate the NPDES permit.

(2) Surface water pollution control and prevention emphasizes and encourages voluntary cooperation of property owners and operators that are Potential Pollutant Sites in applying source control BMPs to reduce or eliminate sources of pollutants.

(3) Implementation of source control BMPs (operational source control BMPs, and if necessary structural source control BMPs or treatment BMPs) are required for all existing pollution generating sources in the MS4 unless otherwise addressed in specific permit requirements.

(4) As described elsewhere in this chapter, inspections shall be made to determine source control BMPs are maintained in a safe and proper operating condition, and in compliance with all applicable requirements of this chapter.

(5) At any time, the Director may require the application of additional operational or structural source control BMPs as necessary to prevent illicit discharges, subject to enforcement provisions.

(6) Failure to implement source control BMPs shall constitute a violation of this chapter and result in enforcement action.

B. Outreach and Education

(1) The City will provide, upon reasonable request, technical assistance visits, available technical assistance materials, and relevant information to persons or businesses required to comply with this chapter.

(2) To improve general knowledge and increase compliance of the public in regard to surface water pollution prevention, the City will provide open opportunities to learn about BMPs and other aspects of maintaining high quality surface water,. (Ord.1151, Sec. 1 (Exh. A), 2022)

11.06.110 Administration, Right of Entry and Inspection, and Fees.

(a) Authority

~~(1) This chapter shall be primarily administered by the Director of Public Works or a designee, hereafter referred to as the Director, with the cooperation and assistance of the Department of Planning and Community Development. The Director of Public Works and the Director of Planning and Community Development shall have the authority to develop and implement administrative procedures to administer and enforce this chapter.~~

~~(2) The Director may approve, conditionally approve, or deny activities regulated by this chapter.~~

A. Right of Entry for Stormwater Inspections.

(1) To make an inspection to enforce any of the provisions of this chapter, to monitor for proper function of stormwater facilities, or to investigate reasonable cause that violations of this chapter are present on a subject property, the Director or a designee may enter such premises at all reasonable times to inspect the property.

(2) The Director or their designee shall first make a reasonable effort to locate the owner or other person having charge or control of the premises or portion thereof and request entry in advance of the inspection, during normal business hours.

(3) During the inspection, the City has the right to take photos, conduct video surveys, use dye or smoke testing, or make other documentation of conditions relevant to the inspection.

~~(b)~~B. Inspections.

~~(1) The Director or their designee is authorized to gain access to private property as provided by law and in this chapter, make such inspections of stormwater facilities, and take such actions as may be required to enforce the provisions of this chapter. The City is required to perform inspections of activities that are or may be resulting in prohibited discharges as specified in the Stormwater Manual and the City's NPDES Permit.~~

~~(2) Inspection prior to clearing and during construction will apply to sites with a high potential for sediment damage, as identified by the applicant during civil review based on definitions and requirements of Appendix 7 of in the Western Washington Phase II Municipal Stormwater Permit or Stormwater Manual.~~

~~(3) Upon request by the Director, property owners, occupying business owners, or their representatives shall provide proper ingress and egress to the Director or a designee to inspect, monitor or perform any necessary duty required by this chapter to any stormwater facility or areas subject to stormwater flow. As feasible, the grantee should be present to provide access, attend, and to participate in the inspection with City staff. Whenever necessary to make an inspection to enforce any of the provisions of this chapter, monitor for proper function of stormwater facilities, or whenever the Director or their designee has reasonable cause to believe that violations of this chapter are present or operating on a subject property or portion thereof, the Director or a designee may enter such premises at all reasonable times to inspect the same or perform any duty imposed upon the Director or their designee by this chapter; provided, that if such premises or portion thereof is occupied, the Director shall first make a reasonable effort to locate the owner~~

~~or other person having charge or control of the premises or portion thereof and request entry. If after reasonable effort, the Director or their designee is unable to locate the owner or other person having charge or control of the premises or portion thereof and has reason to believe an imminent hazard exists, the inspector may enter.~~

~~(4) Property owners shall provide proper ingress and egress to any stormwater facility to the Director or a designee to inspect, monitor or perform any duty imposed upon the Director or their designee by this chapter. The Director or their designee shall notify the responsible party in writing of failure to comply with this access requirement. Failing to obtain a response within seven days from the receipt of notification, the Director or their designee may order the work required completed or otherwise address the cause of improper access. The obligation for the payment of all costs that may be incurred or expended by the City in causing such work to be done shall thereby be imposed on the person holding title to the subject property and/or imposed against the subject property by filing a lien.~~

(5) Emergency access to a property may be necessary to address certain polluting situations. The above-described communication should be attempted, however immediate emergency access shall be granted for the Director or their designee to inspect a concern of imminent hazard to environmental and human health, safety, and welfare. (Ord. 1151, Sec. 1 (Exh. A), 2022; Ord. 1010, Sec. 2 (Exh. A), 2018; Ord. 808, Sec. 1 (Exh. A), 2009. Formerly 11.06.100)

11.06.120 Fees, Enforcement, and Penalties.

~~(a)~~A. Fees. Fees for reviews, inspections, permits and/or approvals, and appeals, which are set forth in this chapter, shall be set by resolution of the City Council.

B. Enforcement. Violations of this chapter shall be enforced pursuant to Title 17 and this section.

~~(b)~~C. Penalties. Penalties for violations ~~Violations of this chapter shall either be as follows:~~

(1) A civil violation is subject to a monetary penalty of \$500.00 for each violation per day or portion thereof. a misdemeanor subject to a jail term of not more than one year, a fine of not more than \$1,000, or both such fine and imprisonment., or

(2) a civil violation subject to a monetary penalty of \$500.00 for each violation per day or portion thereof. A misdemeanor violation is subject to a jail term of not more than 90 days, a fine of not more than \$1,000 for each violation, or both such fine and imprisonment.

D. Progressive enforcement. Enforcement actions are used in a progressive manner, such that education and technical assistance, warnings, and penalties to be issued incrementally in order to achieve necessary and appropriate protection. Progressive enforcement is not required based on the Director's assessment of severity of a concern, such as when a person willfully contaminates City surface water and the MS4.

(1) Voluntary compliance. To promote voluntary compliance, the first step of enforcement is to provide education about surface water concerns, BMPs, and regulations including enforceable actions.

(2) Warning and compliance schedule. To promote compliance with potential enforcement, a warning shall be issued paired with a reasonable date of compliance to be met, with information about the level of penalty for failure to comply.

(3) Notification of non-compliance. To rectify problems at an accelerated schedule, a severe penalty may be issued for individuals that knowingly or recklessly endanger the public or environment with polluting activities.

(4) The Director may issue internal directives to provide consistency and to clarify how to apply the above enforcement actions in normal and unique circumstances. (Ord. 1151, Sec. 1 (Exh. A), 2022; Ord. 1010, Sec. 2 (Exh. A), 2018; Ord. 808, Sec. 1 (Exh. A), 2009. Formerly 11.06.110)

11.06.140 Construction of Chapter

A. Intent. This chapter is enacted as an exercise of the City's power to protect and preserve the public health, safety, and welfare. Its provision shall be exempted from the rule of strict construction and shall be liberally construed to give full effect to the objectives and purposes for which it was enacted. This chapter is not enacted to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this chapter.

B. Non-Liability. The primary obligation of compliance with this chapter is placed upon the person holding title to the property. Nothing contained in this chapter is intended to be or shall be construed to create or form a basis for liability for the City, the Public Works department, its officers, employees or agents for any injury or damage resulting from the failure of the person holding title to the property to comply with the provisions of this chapter, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of this chapter by the City, Department, its officers, employees or agents.

C. Interpretation. The provisions of this chapter shall be held to be minimum requirements in their interpretation and application and shall be liberally construed to serve the purposes of this chapter.

D. More Strict Standard Applies. When any provision of any other ordinance of the City's regulations conflicts with this chapter, that which provides greater environmental protection shall apply unless otherwise provided for in this chapter. (Ord. 1151, Sec. 1 (Exh. A), 2022; Ord. 1010, Sec. 2 (Exh. A), 2018; Ord. 808, Sec. 1 (Exh. A), 2009. Formerly 11.06.040)

CITY COUNCIL STAFF REPORT



Agenda Date: 12/13/2022

Subject: Snohomish County Grant Interlocal Agreement Extension

Contact Person/Department: Erik Mangold, Public Works

Budget Impact: \$50,000 Grant

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the Interlocal Agreement extension with Snohomish County for \$50,000 toward design of S. Lake Stevens Multi Use Path Phase III

SUMMARY/BACKGROUND:

Snohomish County has given the City a \$50,000 Grant for design of S. Lake Stevens Multi Use Path Phase III. Design is still pending so we are extending the contract expiration to December 2023.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Lake Stevens Project Funding Amendment_ForSignatures

AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS FOR PARK PROJECT FUNDING

THIS AMENDMENT NO. 1 ("Amendment No. 1") to that certain Interlocal Agreement Between Snohomish County and the City of Lake Stevens for Park Project Funding (the "Agreement") dated July 29, 2021, is made by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Lake Stevens a municipal corporation of the State of Washington (the "City").

For and in consideration of the mutual benefits conferred on both parties, the parties agree as follows:

1. Section 2, **Effective Date and Duration**, is amended to read as follows:

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 30, 2023, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER that each party's obligations after December 31, 2022, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

2. Subsection 4.3, **Project Deadline**, is hereby amended to read as follows:

On or before December 31, 2023, the City shall complete the Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

3. Subsection 5.1, **Invoicing**, is amended to read as follows:

Prior to December 30, 2023, the City shall submit to the County an invoice requesting disbursement of the Funds for the Project. The invoice shall provide line item detail for materials, labor and overhead and include any documentation requested by the County, including but not limited to documentation as to what amounts have been spent by the City on the Project.

4. Subsection 12.3, **Termination for Breach**, is amended to read as follows:

In the event that the City fails to complete the Project by December 30, 2023, commits a Default as described in Section 11, or otherwise fails to appropriate the funds necessary to complete the Project, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all Funds previously disbursed from the County to the City for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination.

EXCEPT AS PROVIDED IN THIS AMENDMENT NO. 1, ALL TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

Snohomish County:

By _____
Snohomish County Executive Date

Approved as to Form:

Deputy Prosecuting Attorney

City of Lake Stevens:

By _____
Title: _____ Date

Attest/Authenticate

By: _____
Title

CITY COUNCIL STAFF REPORT



Agenda Date: 12/13/2022

Subject: Snohomish County Crosswalk Upgrade Grant Interlocal Agreement

Contact Person/Department: Erik Mangold, Public Works

Budget Impact: \$50,000 Grant

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the Snohomish County Interlocal Agreement for Grant funding of Crosswalk upgrades

SUMMARY/BACKGROUND:

Snohomish county has given the City a \$50,000 Grant for crosswalk upgrades at Cedar St. and 30th St. and S. Lake Stevens Rd and 101st Dr. SE.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Lake Stevens_ILA_CrosswalkUpgrades_ForSignature

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS FOR CROSSWALK UPGRADES

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS FOR CROSSWALK UPGRADES (this “Agreement”), is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the CITY OF LAKE STEVENS, a Washington municipal corporation (the “City”), collectively the “Parties,” pursuant to Chapter 39.34 RCW.

RECITALS

A. The 2015 Snohomish County Parks and Recreation Element, a component of the Snohomish County Growth Management Act Comprehensive Plan, has documented a County-wide need for a wide variety of recreational facilities; and

B. The County Executive and the County Council have determined that it is consistent with the Snohomish County Growth Management Act Comprehensive Plan and is in the public interest of County residents to participate in joint undertakings with local municipalities to increase recreational opportunities and facility capacity; and

C. The County Council approved Amended Ordinance 21-090, adopted November 9, 2021, which adopted the 2022-2027 Capital Improvement Program as part of Snohomish County’s Growth Management Act Comprehensive Plan, and which included Amendment 1, which identified specific projects to be funded as City Council Partnership Projects; and

D. Amendment 1 included the City of Lake Stevens Crosswalk Upgrades – 30th St. NE/Cedar Way and S Lake Stevens Road/101st Dr NE project, which will improve safety and ADA accessibility to intersections at 30th St NE and Cedar Way and 101st S. Lake Stevens Road (“the Project”). Snohomish County has agreed to provide Fifty Thousand Dollars (\$50,000) of Real Estate Excise Tax 2 funds (the “Funds”) in support of this Project; and

E. The City Lake Stevens has provided the following: confirmation from the City indicating ownership interest in the property and project description (Attachments A, incorporated herein by this reference); and relevant portions of the City’s Capital Facilities Plan (“CFP”) identifying the Project (Attachments B, incorporated herein by this reference); and

F. Pursuant to this Agreement and Chapter 39.34 RCW, the County wishes to provide, and the City wishes to accept, the above-described Funds from the County.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to define the responsibilities of the County and the City as they relate to the County's provision of the funds to the City's Project located at 100 Main St., Sultan WA, 98294 (the "Property"). Planned enhancements include installation of an ADA ramp, new gazebo roof, and installation of way finding signage.

2. Effective Date and Duration.

This Agreement shall take effect when it has been duly executed by both Parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2023, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that each party's obligations are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Administrators.

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

Director
Snohomish County Division of
Parks & Recreation
6705 Puget Park Drive
Snohomish, Washington 98296
(425) 388-6601 phone
Sharon.Swan@snoco.org

City's Initial Administrator:

Erik Mangold, Capital Projects
City of Lake Stevens
2306 131st Ave NE
Lake Stevens, Washington 98258
425-622-9443 phone
emangold@lakestevenswa.gov

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

4. Project Performance.

4.1 Certification of Real Property Interest. The City certifies to the County that the City owns the real property or easements upon which the Project shall be executed, and additional real property or easements are not needed to complete the Project.

4.2 City's Financial Commitment. The City certifies to the County that the City has monies sufficient to match any funding provided by the County to the City under the terms of this Agreement and will have sufficient monies to complete the Project by the Project deadline identified in Section 4.3 below (the "City's Financial Commitment").

4.3 Project Deadline. On or before December 31, 2023, the City shall complete the

Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

4.4 Recognition of County as Financial Sponsor. The City shall recognize the County as a financial sponsor of the Project as follows:

4.4.1 Upon completion of the Project or dedication of the completed Project, whichever comes first, the City shall install at the Project site a plaque in a form approved by the County that indicates that the County is a financial sponsor of or contributor to the Project;

4.4.2 The City shall invite the County to all events promoting the Project and recognize the County at all such events as a financial sponsor of the Project;

4.4.3 The City shall recognize the County as a financial sponsor in all brochures, banners, posters, and other promotional material related to the Project.

4.5 Project Maintenance. The City shall be responsible for on-going capital improvements to, and maintenance of, the Project and the Property. The County makes no commitment to support the Project or Property beyond what is provided for in this Agreement and assumes no obligation for future support of the Project or Property except as expressly set forth in this Agreement.

4.6 Availability to County Residents. The City shall make the Property available to all County residents on the same terms as to residents of the City.

5. Invoicing and Payment.

5.1 Invoicing. Prior to December 31, 2023, the City shall submit to the County an invoice requesting disbursement of the Funds for the Project. The invoice shall provide line item detail for materials, labor and overhead and include any documentation requested by the County, including but not limited to documentation as to what amounts have been spent by the City on the Project.

5.2 Payment. Unless the County delivers to the City written notice disputing the amount of a particular line item, within twenty (20) working days of receipt from the City of an invoice properly submitted to the County pursuant to Section 5.1, the County shall remit to the City an amount not to exceed Forty Thousand Dollars (\$40,000).

5.3 No Overpayments. In the event that the Project is completed for less than the combined total of the Funds and the City's Financial Commitment, the County shall remit to the City an amount of Funds equal to the difference between the City's Financial Commitment and the total cost of the Project. In no case shall the City retain Funds which it does not utilize in the Project or that it utilizes in the Project without first exhausting the City's Financial Commitment. Should an overpayment occur, the County shall give written notice to the City of the overpayment, and within thirty (30) days of the notice of overpayment the City shall return to the County the overpaid Funds plus interest at the rate of twelve percent (12%) per annum beginning thirty (30)

days from the date of the notice of overpayment.

5.4 Accounting. The City shall maintain a system of accounting and internal controls that complies with generally accepted accounting principles and governmental accounting and financial reporting standards and provisions concerning preservation and destruction of public documents in accordance with applicable laws, including Chapter 40.14 RCW.

5.5 Recordkeeping. The City shall maintain adequate records to support billings. The records shall be maintained by the City for a period of five (5) years after completion of this Agreement. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the City relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

5.6 Audit and Repayment. The City shall return Funds disbursed to it by the County under this Agreement upon the occurrence of any of the following events:

5.6.1 If overpayments are made; or

5.6.2 If an audit of the Project by the State or the County determines that the Funds have been expended for purposes not permitted by the REET 2 statute, the State, the County, or this Agreement.

In the case of 5.6.1 or 5.6.2, the County shall make a written demand upon the City for repayment, and the City shall be obligated to repay to the County the Funds demanded within sixty (60) calendar days of the demand. The County's right to demand repayment from the City may be exercised as often as necessary to recoup from the City all Funds required to be returned to the County.

The City is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

6. Independent Contractor. The City will perform all work associated with the Project as an independent contractor and not as an agent, employee, or servant of the County. The City shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the City and not the County. The County shall only have the right to ensure performance.

7. Indemnification/Hold Harmless.

The City shall assume the risk of liability for damage, loss, costs and expense arising out of the activities under this Agreement and all use of any improvements it may place on the Property. The City shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by

reason of or in connection with the acquisition or use of the Property and this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of City, and City, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

8. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

9. Insurance.

The City shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, exercise of the rights and privileges granted by this Agreement, by the City, its agents, representatives, and employees/subcontractors. The cost of such insurance shall be paid by the City.

9.1 Minimum Scope and Limits of Insurance. General Liability: Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering COMMERCIAL GENERAL LIABILITY with limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

9.2 Other Insurance Provisions. Coverage shall be written on an "Occurrence" form. The insurance policies required in this Agreement are to contain or be endorsed to contain the County, its officers, officials, employees, and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the City in connection with this Agreement.

9.3 Verification of Coverage. The City shall furnish the County with certificate(s) of insurance and endorsement(s) required by this Agreement.

9.4 If the City is self-insured, in lieu of the insurance required in this Section 9, the City shall, upon request of the County, provide the County a letter certifying the City's self-insurance program.

☒ City certifies it has a self-insurance program, in lieu of carrying Commercial General Liability.

10. Compliance with Laws.

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

11. Default and Remedies.

11.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

12. Early Termination.

12.1 30 Days' Notice. Except as provided in Section 12.2 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Termination for Breach. In the event that the City fails to complete the Project by December 31, 2023, and/or otherwise commits a Default as described in Section 11, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all Funds previously disbursed from the County to the City for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination.

13. Dispute Resolution.

In the event differences between the Parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful or if a party waives mediation, either of the Parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorney's fee and court costs.

14. Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Miscellaneous.

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

15.10 No Separate Entity Necessary. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

15.12 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

15.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SNOHOMISH COUNTY:

By _____
County Executive Date

Approved as to Form:

/s/ Sean Reay

Deputy Prosecuting Attorney

CITY OF LAKE STEVENS:

By _____
Title: Mayor Date

Attest/Authenticate

By _____
Title:

Approved as to Form:

Office of the City Attorney

30th St NE & Cedar Rd.

ROW Intersection Improvement

Project Description: ADA improvements will include the addition of 3 crosswalks and bring the subsequent sidewalk ramps to current ADA standards.

Note: Project area within the City of Lake Stevens ROW (see green lines)



101st Dr SE & S. Lake Stevens

ROW Intersection Improvement

Project Description: Stripe a crosswalk from 101st across S. Lake Stevens Road and add a new receiving ADA ramp to the existing multi use path on the north side of S. Lake Stevens to provide create a safe pedestrian connection along S. Lake Stevens Road.

Note: Project Property area within the City of Lake Stevens ROW



Attachment B

TABLE 9.1 – CAPITAL FACILITIES PROGRAM, 2020-2035 (Updated in 2020)									
TRANSPORTATION									
Proj # 6yr TIP (2022-2017)	ROAD	FROM	TO	COST	YEAR/S	Level	State/Fed	Mitigation	Dev-Fund
	116 th Avenue NE	20 th St NE	26 th St NE	\$1,900,000	>2026	X		X	
18029	117 th Avenue NE	20 th St NE	26th Street NE	\$2,000,000	2020-2022	X		X	X
18033	123rd Ave NE	20th St NE	22nd St. NE	\$500,000	>2026	X		X	X
	123rd Ave NE	18th St NE	17th St NE	\$1,094,300	>2026	X		X	X
x	131 st Avenue NE	20 th St NE	Hartford Rd	\$2,000,000	>2026	X		X	
	16 th Street NE	Main St	134 th Ave NE	\$1,737,000	>2026	X		X	
	17th Pl NE-Stormwater System	114th Ave NE		\$300,000	2020-2026	X		X	X
	18th St NE	Main St	125th Ave NE	\$428,820	>2021	X		X	X
	18th St NE	Main St	125th Ave NE	\$2,649,804	>2021	X		X	X
20006	18th St NE/Festival Street	123rd Ave NE	Main St NE	\$2,500,000	2020-2026	X		X	X
	20th St NE	east of Main St	Centennial Trail	\$1,284,475	>2021	X	X	X	X
	20th St NE	Grade Rd	500' w of 123rd SE	\$1,500,257	>2021	X		X	X
18013	20th St NE & Main Intersection	Intersection		\$2,500,000	2021-2024	X	X	X	X
18008	20th St SE	83rd Ave SE	91st Ave SE	\$8,000,000	2020-2021	X	X	X	X
18021	20th St SE	79th Ave SE	83rd Ave SE	\$7,500,000	2020-2026	X		X	X
x	20th St SE	73rd Ave SE	79th Ave SE	\$7,500,000	>2026	X	X	X	X
x	20th St SE	US 2	73rd Ave SE	\$7,500,000	>2026	X	X	X	X
	20th St SE/73rd SE - Intersection	73rd Ave SE	-	\$500,000	>2026			X	X
	20th St SE/79th SE - Intersection	79th Ave SE	-	\$300,000	2020-2026	X	X	X	X
	20th St SE/SR 9 - Intersection			\$4,327,000	>2026	X		X	X
	20 th Street NE Widening	Main St	111 th Dr NE	\$1,668,000	>2026	X		X	
	22 nd Street NE	117 th Ave NE	123 rd Ave NE	\$768,000	>2026	X		X	
	24th St SE	73rd Ave SE	79th Ave SE	\$3,653,000	>2026			X	X
	24th St SE	83rd Ave SE	87th Ave SE	\$5,278,000	>2026			X	X
	24th St SE	SR 9	91st Ave SE	\$3,000,000	>2026			X	X
	24th St SE - Pedestrian and Road Improvement	83rd Ave SE	79th Ave SE	\$1,728,300	>2026			X	X
	24th St SE/73rd SE - Intersection	73rd Ave SE	-	\$800,000	>2026			X	X
	24th St SE/79th SE - Intersection	79th Ave SE	-	\$800,000	>2026			X	X
	24th St SE/83rd SE - Intersection	83rd Ave SE	-	\$800,000	>2026			X	X
	24th St SE/SR 9 - Intersection			\$4,000,000	>2026	X		X	X
	26 th Street NE	115 th Ave NE	117 th Ave NE	\$280,000	>2026	X		X	
	28 th Street NE	Old Hartford Rd	N. Machias Rd	\$470,000	>2026	X		X	
	30 th Street NE non-motorized	113rd Ave NE	Cedar Rd NE	\$540,000	>2026	X	X	X	
	32 nd Street NE	118 th St NE	Grade Rd	\$545,000	>2026	X		X	X
	36 th Street NE	Grade Road	Old Hartford Road	\$1,000,000	2020-2026	X		X	

intersection
combined with
Main street
improvement
completed 2021
BAT lane,
completed 2021

Attachment B Cont.

Capital Facilities Plan- Sidewalks																																	
Project Number	TBD Project List	Roadway	Start	End	Description	Grant Award	Grant Source	2022 Budget	Sidewalk Length	Cost/LF	Multi-Use Path	Cost/LF2	Ramps	Cost/Ea	RRFB	Cost/Each	Const. Estimate	Engineering	ROW	Contingency	Total Cost	2015 Cost Estimates	Percent Change	Zoning	Zoning Score	Functional Classification	Vehicle on Ped Accident Data	Facility within 1/4 Mile	Cost	Opportunity	Grant Eligibility	Dedicated Funding	Average Score
CP-103	TBD-11	Hartford Drive	20th St NE	21st Street NE					500	400		600	4	4000		2500	216,000	21,600	15,120	50,544	303,264	81,000	374%	Commercial	3	2	1	3	2	3	1	1	2.00
CP-1475		Hartford Drive	21st Street NE	131st Ave NE					0	400	2450	600	2	4000		2500	1,478,000	147,800	103,460	345,852	2,075,112			Single Family	1	1	1	3	1	3	1	1	1.50
CP-111		Lake Drive	Lundeen Parkway	28th Street NE					1500	400		600	2	4000		2500	608,000	60,800	42,560	142,272	853,632	597,000	143%	Single Family	1	2	1	1	1	1	1	1	1.13
CP-108		Lake View Drive	112th DR NE	Callow Road					3000	400		600	8	4000		2500	1,232,000	123,200	86,240	288,288	1,729,728	1,070,000	162%	Single Family	1	2	1	1	1	3	2	1	1.50
CP-1415	TBD-6	North Lakeshore Drive	Main Street	123rd Ave NE					215	400		600	2	4000		2500	94,000	9,400	6,580	21,996	131,976			Commercial	3	2	2	2	3	2	2	1	2.13
CP-1425	TBD-15	North Lakeshore Drive	123rd Ave NE	North Lakeshore Swim Beach					1200	400		600	2	4000	2	2500	493,000	49,300	34,510	115,362	692,172			Commercial	3	2	1	2	1	3	2	1	1.88
CP-1435		North Lakeshore Drive	Mitchell Road	114th Drive NE					1600	400		600	4	4000		2500	656,000	65,600	45,920	153,504	921,024			Single Family	1	2	1	1	1	3	1	1	1.38
CP-1405		S. Lake Stevens Road	100th Dr SE	SR 9		3,000,000	State (WSDOT)		0	400	1300	600	4	4000	2	2500	801,000	80,100	56,070	187,434	1,124,604			Multi-Family	2	2	1	3	1	3	2	3	2.13
CP-112	TBD-7	Soper Hill	Lake Drive	RAB at SR9					3000	400		600	4	4000	2	2500	1,221,000	122,100	85,470	285,714	1,714,284	1,031,000	166%	Commercial	3	3	1	3	1	3	2	1	2.13
CP-124	TBD-18	South Lake Stevens Road	East Lakeshore Drive	123rd Street SE		50,000	Snohomish County		0	400	3200	600	6	4000		2500	1,944,000	194,400	136,080	454,896	2,729,376	1,157,000	236%	Single Family	1	3	2	1	1	3	2	1	1.75
CP-125		Vernon Road	12th Place NE	15th Street NE					600	400		600	4	4000		2500	256,000	25,600	17,920	59,904	359,424	266,000	135%	Single Family	1	1	1	2	2	2	1	1	1.38
Total																	0	0	0	0	44,280,756								1				

CITY COUNCIL STAFF REPORT



Agenda Date: 12/13/2022

Subject: Professional Services Agreement with LDC, Inc. for Design of S. Lake Stevens Multi-Use Path Phases II and III

Contact Person/Department: Erik Mangold, Public Works

Budget Impact: \$800,000 (In Budget, No Amendment needed)

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to Sign the Professional Services Agreement with LDC, Inc. for Design of S. Lake Stevens Multi-Use Path Phases II and III

SUMMARY/BACKGROUND:

The City is anticipating a Grant award for construction of phases II and III of the S. Lake Stevens Multi Use Path. We have solicited a request for qualifications and have found LDC, Inc to be the most qualified candidate for design. We request council authorize the Mayor to sign the Professional services agreement with LDC for Design of both Phases.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 21001_PSA.Consultant Services_20221208

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS, WASHINGTON
AND LAND DEVELOPMENT CONSULTANTS, INC.
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation ("City"), and Land Development Consultants, Inc. authorized to do business in the State of Washington, ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along

with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TERM. The term of this Agreement shall commence upon full signing and shall terminate at **midnight December 31, 2024**. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 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 engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and 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 so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever 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 indicate No or Yes below)*

_____ No employees supplying work have ever been retired from a Washington state retirement system.

_____ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “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, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s 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 Consultant affirms that an employee providing work has ever retired from a Washington State retirement

system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** 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. However, 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. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the 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.

d. **Public Records Requests.**

In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultant's violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.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 work hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation**

The 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 coverages described below:**

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- (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 work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form 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. **The minimum insurance limits shall be as follows:**
Consultant shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

e. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within two business days of receipt of such notice) provide written notification of such cancellation/termination to the City.

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.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. 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 Agreement before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

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

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 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. **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.

k. **Subcontractors' Insurance.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against 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, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. 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.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 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 his status as an independent contractor in the performance of the work and 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 make no claim of City employment nor shall 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 that the Consultant performs hereunder.

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

III.12 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 where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 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 services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit ____:

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **\$800,000** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. 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.

b. Public Records.

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City and Consultant shall be sent to the following addresses:

To the City:

City of Lake Stevens
Attn: City Clerk
Post Office Box 257
Lake Stevens, WA 98258
Telephone: 425-622-9443

To the Consultant:

Darrell Smith, P.E.
Land Development Consultants, Inc.
20210 142nd Ave NE
Woodinville, WA 98072
Telephone: 425-806-1869

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.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.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or 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 written instrument properly signed by both parties.

V.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 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 provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto 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.

V.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.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.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.

V.10 **COUNTERPARTS AND SIGANTURES.** 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. Digital, electronic, and PDF signatures will constitute an original in lieu of the “wet” signature.

V.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 below.

DATED this _____ day of June, 2022.

CITY OF LAKE STEVENS

LAND DEVELOPMENT CONSULTANTS, INC.

By: _____
Gene Brazel, City Administrator

By: _____

Printed Name and Title

Approved as to Form:

By: _____
Greg Rubstello, City Attorney

December 06, 2022
Public Works Department
Attn: Aaron Halverson, Public Works Director
1812 Main Street
Lake Stevens, WA 98258

RE: DRAFT-Proposal for Planning, Surveying, and Engineering Services: South Lake Stevens Road Multi-Use Path Phase II & Phase III

Dear Aaron,
Land Development Consultants, Inc. (LDC) is pleased to submit the following proposal for professional services in conjunction with your proposed trail project in the city of Lake Stevens.

BACKGROUND

The purpose of this project is to design two multi-use trail segments, known as Phase II and Phase III. Phase II is a 0.6-mile-long multi-use trail along South Lake Stevens Road from SR9 to 18th street SE. Safe non-motorized roadway crossings along with driveway reconstructions will also be incorporated into the project. Phase III is 0.6 miles long from South Lake Stevens Road to 123rd Ave SE.

SCHEDULE A- PHASE II (SR 9 TO 18TH STREET SE)

SUMMARY OF SERVICES

Task 01	Project Coordination & Meetings	\$16,030
Task 02	Survey/ Base Mapping	\$40,610
Task 03	Geotechnical Analysis (Robinson Noble)	\$14,850
Task 04	Alternatives Analysis	\$35,461
Task 05	Public Outreach	\$19,130
Task 06	Stormwater Analysis	\$16,950
Task 07	60% Design	\$64,300
Task 08	100% Design	\$68,700
Task 09	Ad Ready PS&E	\$31,280
Task 10	Illumination Design 120 th St Traffic Signal Modification Design (Transpo)	\$47,338
Task 11	Enhanced Crossing Design (Transpo)	\$12,985
Task 12	Project Manual & Specifications	\$14,880
Task 13	Local Permitting	\$6,830
Task 14	Grant Assistance	\$9,800
Task 15	Bid Support	\$4,400
TOTAL:		\$404,640

SCHEDULE B- PHASE III (SLSR TO 123RD AVE SE)

SUMMARY OF SERVICES

Task 20	Project Coordination & Meetings	\$10,845
Task 21	Survey/ Base Mapping	\$40,610
Task 22	Alternatives Analysis	\$25,580
Task 23	Public Outreach	\$17,750
Task 24	Stormwater Analysis	\$16,950
Task 25	60% Design	\$65,550
Task 26	100% Design	\$69,950
Task 27	Ad Ready PS&E	\$26,880
Task 28	Illumination Design (Transpo)	\$24,970

Task 29	Project Manual & Specifications	\$10,360
Task 30	Local Permitting	\$5,020
Task 98	Management Reserve	\$43,505
Task 99	Expenses	\$5,270
TOTAL:		\$395,360

GENERAL PROJECT ASSUMPTIONS

- Both Schedule A and Schedule B Trail alignments will be designed at same time.
- Project is presently funded with local funds only. FHWA dollars have not been secured for this project. The project will not have WSDOT local programs oversight. Nor are state dollars anticipated to be part of this project.
- Planting plans will be prepared for the plan set. Formal Landscape plans and irrigation design will not be prepared, however will be specified.
- Wetlands are not present along the corridor where path improvements are planned for.
- Existing bike lanes from 18th street to 20th street will be preserved. Curb lines will not change along this trail segment.

SCHEDULE A- PHASE II (SR 9 TO 18TH STREET SE)

TASK 01- PROJECT COORDINATION & MEETINGS

Project coordination is essential to the success of this project. LDC will coordinate with the city regarding project deliverables, design standards, permitting, and project schedule:

- Hold project kickoff meeting
- Transmit data
- Bi-weekly project coordination phone calls
- Miscellaneous phone calls and email coordination
- Project meetings upon city request (up to six meetings)

TASK ASSUMPTIONS:

- A maximum of six project coordination meetings in person will be held beyond the project kickoff meeting.
- A formal project management plan (PMP) will not be prepared. The attached scope and budget along with a project schedule and coordination notes will guide the project.

FIXED FEE: \$16,030 (TASK 01)

TASK 02 – SURVEY/ BASE MAPPING

TASK 2.1 – BOUNDARY & TOPOGRAPHIC FIELD SURVEY & MAPPING

This task is to perform Topographic Field Surveying and Mapping along South Lake Stevens Road between the east margin of Highway 9 and the intersection of S Lake Stevens Road and 18th Street SE as described as follows:

- Verify/set horizontal, vertical control.
- Establish Right-of-Way boundary along project limits.
- Perform site survey to include existing topography along South Lake Stevens Rd. from the east margin of Highway 9 and westerly limits of the Daysala private development frontage. Survey will include full limit right-of-way along with 25' overlap onto private properties adjacent to right-of-way. Survey to include pavement, curbs, driveways, swales, fences, above ground utilities, guard rails, channelization, significant trees and any other existing planimetric features.

- Perform site survey to include existing topography along South Lake Stevens Rd. from the easterly limits of the Daysala private development frontage and 18th St SE. Survey will include full limit right-of-way. Survey to include pavement, curbs, driveways, swales, fences, above ground utilities, guard rails, channelization, significant trees and any other existing planimetric features.
- Prepare boundary/topographic map depicting pavement, curbs, driveways, swales, fences, above ground utilities, channelization, significant trees within Right-of-Way, and any other existing planimetric features.
- Two-foot contours will be shown.

TASK ASSUMPTIONS:

- Survey limits exclude frontage at Daysala private development and active roadway within Highway 9 and 20th St SE.
- City to coordinate right of entry for surveying within private properties.
- Title reports for adjacent properties will be provided by the city in the event that sidelines are required to be shown at survey grade.
- No sub-contracted utility locates are included in this proposal. If locates are required or requested after field work for this task is completed, the cost of locates will be assessed as a reimbursable expense.
- Exclusions include boundary/encroachment resolution if encountered. If these services are required, they will be performed on a Time & Expense basis.
- Recording fees, submittal fees, reprographic costs will be billed as a reimbursable expense and are not included in this proposal.
- Any additional work, beyond the scope above, which is requested by the Client, will be performed on a Time & Expense basis.

TASK 2.2 PREPARE TEMPORARY CONSTRUCTION EASEMENT EXHIBITS (3)

This task is to prepare no more than three Temporary Construction Easement (TCE) exhibits where necessary:

- Prepare TCE exhibit map
- Prepare TCE legal description exhibit

TASK ASSUMPTIONS:

- Title reports for subject properties will be provided by the city.

FIXED FEE: \$40,610 (TASK 02)

TASK 03 – GEOTECHNICAL ANALYSIS (ROBINSON NOBLE)

We have estimated a rough scope of services and budget based on our understanding of the project and specific information from you. The scope of services to be provided by Robinson Noble, Inc. (RN) is for geotechnical evaluation services, including the following:

TASK 3.1 PRELIMINARY GEOTECHNICAL EVALUATION REPORT

- Complete site research of explorations in the area.
- Complete a site visit to establish where the explorations will be located with city of Lake Stevens personnel. City staff are responsible for submitting the public utility locates.
- Coordinate with the city of Lake Stevens to obtain traffic control during the exploration process. All traffic control is to be provided by the city of Lake Stevens.
- Complete backhoe test pits in the area of the improvements. The backhoe and operator are to be provided by the city of Lake Stevens. We are budgeting no more than 2 full days of test pits. Currently we have identified 11 test pit locations, as shown on the attached Figure 1.

- Complete our preliminary geotechnical report containing the results of our subsurface explorations, and our conclusions and recommendations for geotechnical design elements of the project. Our report will include:
 - Description of the geologic materials observed in the explorations.
 - Depth to groundwater, if encountered.
 - Laboratory results of select soil samples.
 - Recommendations for type of retaining walls appropriate for the encountered soil conditions.
 - Soil parameters for the design of retaining walls.
 - Rockery designs if applicable.
 - Recommendations for earthwork and site preparation. An evaluation of the effects of weather and/or construction equipment on site soils and mitigation of any unsuitable soil conditions at the site will be included.

TASK 3.2 MEETINGS

- Attend two online or phone meetings with LDC and City of Lake Stevens personnel to discuss our findings and discuss preliminary design alternatives. We have budgeted two RN staff for two 1-hour meetings.

TASK 3.3 FINAL REPORT REVISIONS

- Complete the final geotechnical report including all the services and consultation from Task 3.1 through 3.2 and incorporating review comments from the city of Lake Stevens and LDC.

TASK 3.4 SPECIFICATION REVIEW

- Review Project Specifications by our RN staff. We have roughly estimated 6 hours of review time.

**See attached figure showing proposed test pit locations*

FIXED FEE: \$14,850 (TASK 03)

TASK 04 – ALTERNATIVE ANALYSIS

The intent of this task is to review alignment options, non-motorized roadway crossings, and develop a programming level conceptual design to establish design features, confirm design standards, and establish early project costs. The project will be designed to the 15 percent design level under this task.

DESIGN WORK ELEMENTS:

- Alignment options
- Crossing options
- Typical paving sections
- ADA ramp improvements will be identified
- Sidewalk repairs if required will be identified
- Minor drainage improvements
- Verify existing ADA ramp slopes
- Prepare 15% conceptual plans
- Prepare 15% opinion of costs

TASK ASSUMPTIONS:

- Topographic or boundary survey is not included as part of this task.
- City GIS data will be utilized to establish right-of-way lines and alignment options.
- A maximum of 20 11"x17" (Electronic PDF) plan sheets will be delivered for 10% of the design package.
- City comments and suggestions will be incorporated into the 60% plan set.

TASK 4.1 CROSSING ANALYSIS

Transpo will develop up to three (3) alternatives for the at-grade crossing at the intersection of S Lake Stevens Road and 103rd Ave SE. Alternatives could include modification of the location of the crossing, and/or additional enhancements to the existing solar powered RRFB. Crossing alternatives will assess feasibility as well as safety and comfort benefits of changes to the existing crossing.

Alternatives assessment at S Lake Stevens Rd and 103rd Ave SE will include a traffic study of the existing and projected volumes at the intersection of S Lake Stevens Road and 103rd Ave SE. Transpo will compare the existing crossing treatments to the recommendations of the WSDOT Traffic Manual, Section 4-6.2 and ensure that enhancements are aligned with current guidance and best practices.

Transpo will identify up to two (2) alternatives to improve the north/south crossing at the intersection of S Lake Stevens Road, and limit "right hook" threats from northbound traffic crossing the new trail.

TASK ASSUMPTIONS:

- Transpo is entitled to rely upon the completeness and accuracy of information and services furnished by LDC and the city.
- The trail crossing from the north to the south side of S Lake Stevens Rd will remain at 103rd Ave SE
- A HAWK signal or pedestrian signal will be analyzed but is not expected to be warranted. If analysis determines a signalized crossing (HAWK or signal) is warranted, additional level of effort beyond the current scope will be required.
- Traffic analysis will include acquisition of current traffic data (speed and volumes) via a vendor.
- Future traffic projection rates will be provided by the City of Lake Stevens. Transpo will calculate future volumes using provided rates.
- Level of effort for the crossing analysis includes time for one (1) meeting to discuss the results of the alternatives analysis and identify city preferences for crossing treatments

DELIVERABLES:

Transpo will provide, to LDC:

- A memo documenting the alternatives and identification of a preferred alternative for the crossing at S Lake Stevens Road and 103rd Avenue SE
 - Memo will include a traffic analysis of existing and forecast conditions
- A memo documenting the alternatives and identification of a preferred alternative for the crossing at S Lake Stevens Road and 18th Street (Transpo Task 4.1 \$10,301)

FIXED FEE: \$35,461 (TASK 04)

TASK 05 – PUBLIC OUTREACH

This task will include presenting materials to city council, and the public as follows:

- Prepare a city council power point presentation
- Present to city council
- Host a maximum of two public open house meetings

TASK ASSUMPTIONS:

- City will secure public meeting space
- City will coordinate and send out public meeting notices
- A maximum of 15 power point slides will be produced
- Basic CAD files utilized as site renderings with color added
- Stylized project renderings will not be prepared

FIXED FEE: \$19,130 (TASK 05)

TASK 06 – STORMWATER ANALYSIS

This deliverable for this task would cover the scope pertaining to the stormwater drainage report for the proposed project improvements. Analysis of the impacts from the proposed site improvements will be incorporated into the design documents and plans prepared under a separate task. The task includes the following detailed scope items:

- Preparation of a Drainage Report for the project that includes the following:
 - Project overview
 - Summary of approval conditions
 - Downstream and upstream analysis with accompanying maps
 - Stormwater basin analysis (along project improvements)
 - Review and delineation of various threshold discharge areas
 - Mapping of various threshold discharge areas
 - Evaluation of proposed new/replaced impervious surfaces per threshold discharge area
 - Evaluation of stormwater detention and water quality treatment thresholds as applied to each individual threshold discharge basin
 - Evaluate existing stormwater detention system near the corner of South Lake Stevens Road and 20th St as a possible detention solution
 - Stormwater detention modeling as necessary to mitigate proposed improvements
 - Reporting and narrative of basins analysis and detention modeling results
 - Evaluate Low Impact Design (LID) feasibility for project improvements
 - Reporting of other available background information such as soils reports, area planning information and other required permits
 - Stormwater conveyance capacity analysis on pipes as necessary to determine functionality of proposed design
 - Based upon downstream site visit, identify any existing stormwater issues, and provide narrative of proposed solutions

TASK ASSUMPTIONS:

- Two separate detention systems are anticipated under the scope of this task. The requirement of additional detention system modeling and analysis may result in additional fees.
- No separate analysis of larger regional basins above and beyond the scope of the proposed improvements are included in this task.

FIXED FEE: \$16,950 (TASK 06)

TASK 07 – 60% DESIGN

This proposed task will develop 60% plans, specifications, and opinion of costs. This proposed task brings the plan sets up to the 60% design level and includes the following scope of work:

- Typical plan sheet layout will be 1" = 40' at half size
- Cover Plan Sheet
- City General Construction notes
- Legend and Construction notes
- Erosion control and site Preparation Plans (8 plan sheets)
- Erosion control and site preparation Details (2 plan sheets)
- Trail & Roadway sections (1 plan sheet)
- Plan & Profile (8 plan sheets)
- ADA Ramp Detail Grading (4 plan sheets)
- Channelization & Signage plan (8 plan sheets)
- Driveway Reconstruction plans (4 plan sheets)
- Detour Plans (2 plan sheets)
- Details (6 plan sheets)
- Planting plan (16 plan sheets)
- Rock Wall Detail
- Opinion of costs

TASK ASSUMPTIONS:

- A maximum of 62 plan sheets will be prepared (Electronic PDF will be transmitted to the city).
- City will provide updated general notes to the consultant.
- Stormwater Pollution Prevention Plan (SWPPP) will be prepared. City will provide template to be utilized.
- Identify city and WSDOT Standard Plans.
- Site specific traffic control plans will not be prepared.

FIXED FEE: \$66,434 (TASK 07)

TASK 08 – 100% DESIGN

This proposed task will develop 100% plans, specifications, and opinion of costs. This proposed task brings the plan sets up to the 100% design level and includes the following scope of work:

- Typical plan sheet layout will be 1" = 40' at half size
- Cover Plan Sheet
- City General Construction notes
- Legend and Construction notes
- Erosion control and site Preparation Plans (8 plan sheets)
- Erosion control and site preparation Details (2 plan sheets)
- Trail & Roadway sections (1 plan sheet)
- Plan & Profile (8 plan sheets)
- ADA Ramp Detail Grading (4 plan sheets)
- Channelization & Signage plan (8 plan sheets)
- Driveway Reconstruction plans (4 plan sheets)
- Detour Plans (2 plan sheets)
- Details (6 plan sheets)
- Planting plan (16 plan sheets)
- Rock Wall Detail

- Opinion of costs

TASK ASSUMPTIONS:

- A maximum of 62 plan sheets will be prepared (Electronic PDF will be transmitted to the city).
- City will provide updated general notes to the consultant.
- Stormwater Pollution Prevention Plan (SWPPP) will be prepared. City will provide template to be utilized.
- Identify city and WSDOT Standard Plans.
- Site specific traffic control plans will not be prepared.

FIXED FEE \$70,834 (TASK 08)

TASK 09 – AD READY PS&E

The intent of this task is to address all remaining PS&E comments from the city. LDC will produce an Ad Ready plan set, contract specifications, and a final opinion of probable construction costs.

FIXED FEE: \$31,281 (TASK 09)

TASK 10 – ILLUMINATION DESIGN 20th ST TRAFFIC SIGNAL MODIFICATIONS (TRANSP0)

Task 10.1 Trail Illumination

Transpo will design pedestrian-scale illumination along the existing and proposed trail extension on S Lake Stevens Rd, from WA-9 to 18th St SE. The lighting analysis will include a reevaluation of the existing 103rd Ave RRFB crossing to ensure appropriate lighting levels and best practices for crossing illumination. Transpo understands that the city has limited resources allocated to the project's illumination improvements and aim to deliver a design that balances safety, performance, and cost. Transpo will help the city develop design target light levels for the trail based on current ANSI/IES recommendations and project specific needs. We will work closely with the city and local lighting representatives, as needed, to evaluate and select a cost-efficient luminaire pole/fixture standard for the project based on city's budget. The proposed luminaire standard will be coordinated with Snohomish Public Utility District (SnoPUD) to ensure alignment with SnoPUD's materials and maintenance requirements. If feasible, Transpo will also evaluate the possibility of utilizing existing utility poles for trail lighting to further reduce cost. It is assumed that SnoPUD will provide service locations and circuitry design for the proposed lighting system. Illumination plans will be provided at the 60% and 100% level. It is anticipated that the design target light levels and luminaire pole standard will be determined at the 60% level. Transpo will rely on LDC to provide topographic survey. Transpo will provide required special specifications for Division 8 and 9, as required, by the design. Transpo will provide a cost estimate for the design. Transpo will submit plans, draft special provisions, and an engineer's opinion of probable cost at the 60% and 100% design level to LDC. Comments from the city will be reflected in each submittal. Should additional revisions and/or submittals be required for approval, beyond the two anticipated, a change to the scope of services, fee projection and/or schedule may be necessary. Transpo will participate in up to three (3) meetings and coordination efforts with the City and SnoPUD through the course of the full design effort. One meeting will be an on-site visit to field check and coordinate service locations with SnoPUD. The field meeting will include two (2) Transpo personnel.

TASK ASSUMPTIONS:

- Level of effort for the illumination design includes time for three (3) meeting to coordinate design with the City and SnoPUD
- SnoPUD will provide service locations and circuitry design for the lighting system.

- Special luminaire or special pole foundation design is not included in the scope of work
- Transformer and electrical service connection design is not included in the scope of work
- Transpo is entitled to rely upon the completeness and accuracy of information and services furnished by LDC and the city.

DELIVERABLES:

Transpo will provide, to LDC:

- 60% plans, special provision headers and a 60% opinion of probable cost
- 100% plans, special provisions and a 100% opinion of probable cost

Task 10.2 20th Street Signal Modification

Transpo will prepare traffic signal modification plans, Electrical Special Provisions, and an engineer's opinion of cost for the existing traffic signal at 20th St SE & S Lake Stevens Rd, per City of Lake Stevens design standards. To accommodate the proposed trail extension and crossing on the side of the intersection, signal modifications on the northeast and southeast corners are anticipated to include relocation of existing signal/luminaire combination poles and pedestrian heads, installation of new pedestrian pushbutton posts, and upgrade of existing pushbutton to APS pushbuttons.

Transpo will conduct one (1) site visit during the design process, including two (2) personnel. The site visit will include a city signal maintenance technician to obtain information on the existing signal system and wiring.

Signal modification plans will be provided at the 60% and 100% completion level. Transpo will rely on LDC to provide topographic survey.

Transpo will submit plans, draft special provisions, and an engineer's opinion of probable cost at the 60%, and 100% design level to LDC. Comments from the city will be reflected in each submittal. Should additional revisions and/or submittals be required for approval, beyond the two anticipated, a change to the scope of services, fee projection and/or schedule may be necessary.

TASK ASSUMPTIONS:

- Transpo is entitled to rely upon the completeness and accuracy of information and services furnished by LDC and the city.
- The existing Type 2 signal poles will not be impacted, and no modifications will be necessary
- Illumination at the intersection with 20th Street is not included in the scope and will remain as existing
- No modifications to the signal controller cabinet are included in the scope
- No specific meetings are included in the estimated level of effort for the task

DELIVERABLES:

Transpo will provide, to LDC:

- 60% plans, special provision headers and a 60% opinion of probable cost
- 100% plans, special provisions and a 100% opinion of probable cost

FIXED FEE: \$47,338 (TASK 10)

TASK 11 – ENHANCED CROSSING DESIGN (TRANSP0)

Transpo will design the traffic elements of any modifications to improvements at the crossing of South Lake Stevens Road and 103rd Avenue, and the crossing of South Lake Stevens Road and 18th Street as identified through the alternatives study described in Task 04 and approved by the city project manager. Civil design elements, including sidewalks and curb ramps, will be designed by LDC.

Crossing design plans for signage and details will be provided at the 60% and 100% level. It is anticipated that any required wiring diagrams and wiring details will not be provided until the 100% design level. Transpo will rely on LDC to provide topographic survey. Transpo will provide required special specifications for Division 8 and 9, as required, by the design. Transpo will provide a cost estimate for the design.

Transpo will submit plans, draft special provisions, and an engineer's opinion of probable cost at the 60%, and 100% design level to LDC. Comments from the city will be reflected in each submittal. Should additional revisions and/or submittals be required for approval, beyond the two anticipated, a change to the scope of services, fee projection and/or schedule may be necessary.

TASK ASSUMPTIONS:

- Transpo is entitled to rely upon the completeness and accuracy of information and services furnished by LDC and the city.
- Civil design, including roadway, curbing, sidewalk, and curb ramps, of any intersection modification at S Lake Stevens Road and 103rd Avenue SE or at S Lake Stevens Road and 18th Street will be designed by LDC
- A HAWK signal or pedestrian signal will be analyzed but is not expected to be warranted. If analysis determines a signalized crossing (HAWK or signal) is warranted, additional level of effort beyond the current scope will be required.
- Level of effort for the crossing design includes time for two (2) comment resolution meetings with the city as part of the design team.

DELIVERABLES:

Transpo will provide, to LDC:

- 60% plans, special provision headers and a 60% opinion of probable cost
- 100% plans, special provisions and a 100% opinion of probable cost

FIXED FEE: \$12,985 (TASK 11)

TASK 12 – PROJECT MANUAL & SPECIFICATIONS

This proposed task includes the following scope of work:

- Prepare Project Manual in WSDOT/APWA format including supplemental specifications and special provisions particular to the project (2023 Spec Book).
- Bidding instructions with itemized Base Bid Schedule of quantities.
- Submit at 100% design and Ad Ready.

FIXED FEE: \$14,880 (TASK 12)

TASK 13 – LOCAL PERMITTING

LDC will coordinate with the City of Lake Stevens to ensure permitting compliance and submittal completeness for the Lake Stevens Road Trail Phase II project. The following local permits are anticipated:

- SEPA (Type II application)
- Major Land Disturbance (Type II application)
- Construction Plan Review
- Right-of-Way Use Permit

TASK ASSUMPTIONS:

- Public hearings will not be required.
- Project will not be appealed.

- Hazardous materials are not present nor will be encountered.
- Project is funded locally, no state or federal grants have been secured for the project.
 - No NEPA review is required.
- Cultural resource documentation will not be prepared.
- No wetlands are present on the site. Scope excludes wetland delineation and critical area permitting.
- No regulated ditches are present within the project scope area.
- Construction management and inspection services are excluded at this time.
- Water and sanitary sewer permitting will not be required and is excluded from this scope of services.

FIXED FEE: \$6,830 (TASK 13)

TASK 14 – GRANT ASSISTANCE

This proposed task includes the following scope of work:

FIXED FEE: \$9,800 (TASK 14)

TASK 15 – BID SUPPORT

Respond to questions raised during the bid phase of the project. Up to two addendums will be prepared.

FIXED FEE: \$4,400 (TASK 15)

SCHEDULE B- PHASE III (SLSR TO 123RD AVE SE)

TASK 20- PROJECT COORDINATION & MEETINGS

Project coordination is essential to the success of this project. LDC will coordinate with the city regarding project deliverables, design standards, permitting, and project schedule:

- Hold project kickoff meeting
- Transmit data
- Bi-weekly project coordination phone calls
- Miscellaneous phone calls and email coordination
- Project meetings upon city request (up to six meetings)

TASK ASSUMPTIONS:

- Meetings will be combined and held at the same time as Phase II meetings.
- A maximum of six project coordination meetings in person will be held beyond the project kickoff meeting.
- A formal project management plan (PMP) will not be prepared. The attached scope and budget along with a project schedule and coordination notes will guide the project.

FIXED FEE: \$10,845 (TASK 20)

TASK 21 – SURVEY/ BASE MAPPING

TASK 21.1 – BOUNDARY & TOPOGRAPHIC FIELD SURVEY & MAPPING

This task is to perform Topographic Field Surveying and Mapping along Machias Cutoff Road between SLSR and 123rd Ave SE as described as follows:

- Verify/set horizontal, vertical control.
- Establish Right-of-Way boundary along project limits.
- Perform site topographic survey from edge of pavement to edge of pavement and to the southerly ROW line.
- Prepare boundary/topographic map depicting pavement, curbs, driveways, swales, fences, above ground utilities, channelization, significant trees within Right-of-Way, and any other existing planimetric features.
- Two-foot contours will be shown.

TASK ASSUMPTIONS:

- Survey limits exclude frontage at Daysala private development and active roadway within Highway 9 and 20th St SE.
- City to coordinate right of entry for surveying within private properties.
- Title reports for adjacent properties will be provided by the city in the event that sidelines are required to be shown at survey grade.
- No sub-contracted utility locates are included in this proposal. If locates are required or requested after field work for this task is completed, the cost of locates will be assessed as a reimbursable expense.
- Exclusions include boundary/encroachment resolution if encountered. If these services are required, they will be performed on a Time & Expense basis.
- Recording fees, submittal fees, reprographic costs will be billed as a reimbursable expense and are not included in this proposal.
- Any additional work, beyond the scope above, which is requested by the Client, will be performed on a Time & Expense basis.

TASK 21.2 PREPARE TEMPORARY CONSTRUCTION EASEMENT EXHIBITS (3)

This task is to prepare no more than three Temporary Construction Easement (TCE) exhibits where necessary:

- Prepare TCE exhibit map
- Prepare TCE legal description exhibit

TASK ASSUMPTIONS:

- Title reports for subject properties will be provided by the city.

FIXED FEE: \$40,610 (TASK 21)

TASK 22 – ALTERNATIVE ANALYSIS

The intent of this task is to review alignment options, non-motorized roadway crossings, and develop a programming level conceptual design to establish design features, confirm design standards, and establish early project costs. The project will be designed to the 15 percent design level under this task.

DESIGN WORK ELEMENTS:

- Alignment options
- Crossing options
- Typical paving sections
- ADA ramp improvements will be identified
- Sidewalk repairs if required will be identified
- Minor drainage improvements
- Verify existing ADA ramp slopes
- Prepare 15% conceptual plans
- Prepare 15% opinion of costs

TASK ASSUMPTIONS:

- Topographic or boundary survey is not included as part of this task.
- City GIS data will be utilized to establish right-of-way lines and alignment options.
- A maximum of 20 11"x17" (Electronic PDF) plan sheets will be delivered for 10% of the design package.
- City comments and suggestions will be incorporated into the 60% plan set.

FIXED FEE: \$25,580 (TASK 22)

TASK 23 – PUBLIC OUTREACH

This task will include presenting materials to city council, and the public as follows:

- Prepare a city council power point presentation
- Present to city council with Phase II presentation
- Host a maximum of two public open house meetings in conjunction with Phase II open houses

TASK ASSUMPTIONS:

- City will secure public meeting space
- City will coordinate and send out public meeting notices
- A maximum of 15 power point slides will be produced
- Basic CAD files utilized as site renderings with color added
- Stylized project renderings will not be prepared

FIXED FEE: \$17,750 (TASK 23)

TASK 24 – STORMWATER ANALYSIS

This deliverable for this task would cover the scope pertaining to the stormwater drainage report for the proposed project improvements. Analysis of the impacts from the proposed site improvements will be incorporated into the design documents and plans prepared under a separate task. The task includes the following detailed scope items:

- Preparation of a Drainage Report for the project that includes the following:
 - Project overview
 - Summary of approval conditions
 - Downstream and upstream analysis with accompanying maps
 - Stormwater basin analysis (along project improvements)
 - Review and delineation of various threshold discharge areas
 - Mapping of various threshold discharge areas
 - Evaluation of proposed new/replaced impervious surfaces per threshold discharge area
 - Evaluation of stormwater detention and water quality treatment thresholds as applied to each individual threshold discharge basin
 - Stormwater detention modeling as necessary to mitigate proposed improvements
 - Reporting and narrative of basins analysis and detention modeling results
 - Evaluate Low Impact Design (LID) feasibility for project improvements
 - Reporting of other available background information such as soils reports, area planning information and other required permits
 - Stormwater conveyance capacity analysis on pipes as necessary to determine

- functionality of proposed design
- Based upon downstream site visit, identify any existing stormwater issues and provide narrative of proposed solutions

TASK ASSUMPTIONS:

- Two separate detention systems are anticipated under the scope of this task. The requirement of additional detention system modeling and analysis may result in additional fees.
- No separate analysis of larger regional basins above and beyond the scope of the proposed improvements are included in this task.

FIXED FEE: \$16,950 (TASK 24)

TASK 25 – 60% DESIGN

This proposed task will develop 60% plans, specifications, and opinion of costs. This proposed task brings the plan sets up to the 60% design level and includes the following scope of work:

- Typical plan sheet layout will be 1" = 40' at half size
- Cover Plan Sheet
- City General Construction notes
- Legend and Construction notes
- Erosion control and site Preparation Plans (8 plan sheets)
- Erosion control and site preparation Details (2 plan sheets)
- Trail & Roadway sections (1 plan sheet)
- Plan & Profile (8 plan sheets)
- ADA Ramp Detail Grading (4 plan sheets)
- Channelization & Signage plan (8 plan sheets)
- Driveway Reconstruction plans (4 plan sheets)
- Detour Plans (2 plan sheets)
- Details (6 plan sheets)
- Planting plan (16 plan sheets)
- Rock Wall Detail
- Opinion of costs

TASK ASSUMPTIONS:

- A maximum of 62 plan sheets will be prepared (Electronic PDF will be transmitted to the city).
- City will provide updated general notes to the consultant.
- Stormwater Pollution Prevention Plan (SWPPP) will be prepared as part of Phase II. A separate SWPPP for this phase will not be prepared.
- Identify City and WSDOT Standard Plans.
- Site specific traffic control plans will not be prepared.

FIXED FEE: \$65,550 (TASK 25)

TASK 26 – 100% DESIGN

This proposed task will develop 100% plans, specifications, and opinion of costs. This proposed task brings the plan sets up to the 100% design level and includes the following scope of work:

- Typical plan sheet layout will be 1" = 40' at half size
- Cover Plan Sheet
- City General Construction notes
- Legend and Construction notes
- Erosion control and site Preparation Plans (8 plan sheets)
- Erosion control and site preparation Details (2 plan sheets)
- Trail & Roadway sections (1 plan sheet)
- Plan & Profile (8 plan sheets)
- ADA Ramp Detail Grading (4 plan sheets)
- Channelization & Signage plan (8 plan sheets)
- Driveway Reconstruction plans (4 plan sheets)
- Detour Plans (2 plan sheets)
- Details (6 plan sheets)
- Planting plan (16 plan sheets)
- Rock Wall Detail
- Opinion of costs

TASK ASSUMPTIONS:

- A maximum of 62 plan sheets will be prepared (Electronic PDF will be transmitted to the city).
- City will provide updated general notes to the consultant.
- Stormwater Pollution Prevention Plan (SWPPP) will not be prepared.
- Identify city and WSDOT Standard Plans.
- Site specific traffic control plans will not be prepared.

FIXED FEE \$69,950 (TASK 26)

TASK 27 – AD READY PS&E

The intent of this task is to address all remaining PS&E comments from the city. LDC will produce an Ad Ready plan set, contract specifications, and a final opinion of probable construction costs.

FIXED FEE: \$26,880 (TASK 27)

TASK 28 – ILLUMINATION DESIGN (TRANSP0)

Task 28.1 Trail Illumination

Transpo will design pedestrian-scale illumination along the proposed trail on the south side of Machias Cutoff, from South Lake Stevens Road to 123rd Avenue SE. The lighting analysis will include evaluation of the proposed trail and crossings at existing intersections to ensure appropriate design lighting levels are met.

Transpo understands that the city has limited resources allocated to the project's illumination improvements and aim to deliver a design that balances safety, performance, and cost. Transpo will help the city develop design target light levels for the trail based on current ANSI/IES recommendations and project specific needs. We will work closely with the city and local lighting representatives, as needed, to evaluate and select a cost-efficient luminaire pole/fixture standard for the project based on city's budget.

The proposed luminaire standard will be coordinated with Snohomish Public Utility District (SnoPUD) to ensure alignment with SnoPUD's materials and maintenance requirements. If feasible, Transpo will also evaluate the possibility of utilizing existing utility poles for trail lighting to further reduce cost. It is assumed that SnoPUD will provide service locations and circuitry design for the proposed lighting system. Illumination plans will be provided at the 60% and 100% level. It is anticipated that the design target light levels and luminaire pole standard will be determined at the 60% level. Transpo will rely on LDC to provide topographic survey. Transpo will provide required special specifications for Division 8 and 9, as required, by the design. Transpo will provide a cost estimate for the design. Transpo will submit plans, draft special provisions, and an engineer's opinion of probable cost at the 60% and 100% design level to LDC. Comments from the city will be reflected in each submittal. Should additional revisions and/or submittals be required for approval, beyond the two anticipated, a change to the scope of services, fee projection and/or schedule may be necessary. Transpo will participate in up to three (3) meetings and coordination efforts with the city and SnoPUD through the course of the full design effort. One meeting will be an on-site visit to field check and coordinate service locations with SnoPUD. The field meeting will include two (2) Transpo personnel.

TASK ASSUMPTIONS:

- Standards, materials and target light levels will match that of the South Lake Stevens Trail illumination design
- Level of effort for the illumination design includes time for three (3) meetings to coordinate design with the city and SnoPUD
- SnoPUD will provide service locations and circuitry design for the lighting system.
- Special luminaire or special pole foundation design is not included in the scope of work
- Transformer and electrical service connection design is not included in the scope of work
- Transpo is entitled to rely upon the completeness and accuracy of information and services furnished by LDC and the city.

DELIVERABLES:

Transpo will provide, to LDC:

- 60% plans, special provision headers and a 60% opinion of probable cost
- 100% plans, special provisions and a 100% opinion of probable cost

FIXED FEE: \$24,970 (TASK 28)

TASK 29 – PROJECT MANUAL & SPECIFICATIONS

This proposed task includes the following scope of work:

- Prepare Project Manual in WSDOT/APWA format including supplemental specifications and special provisions particular to the project (2023 Spec Book).
- Bidding instructions with itemized Base Bid Schedule of quantities.
- Submit at 100% design and Ad Ready.

FIXED FEE: \$10,360 (TASK 29)

TASK 30 – LOCAL PERMITTING

LDC will coordinate with the City of Lake Stevens to ensure permitting compliance and submittal completeness for the Lake Stevens Road Trail Phase II project. The following local permits are anticipated:

- SEPA (Type II application)

- Major Land Disturbance (Type II application)
- Construction Plan Review
- Right-of-Way Use Permit

TASK ASSUMPTIONS:

- Public hearings will not be required.
- Project will not be appealed.
- Hazardous materials are not present nor will be encountered.
- Project is funded locally, no state or federal grants have been secured for the project.
 - No NEPA review is required.
- Cultural resource documentation will not be prepared.
- No wetlands are present on the site. Scope excludes wetland delineation and critical area permitting.
- No regulated ditches are present within the project scope area.
- Construction management and inspection services are excluded at this time.
- Water and sanitary sewer permitting will not be required and is excluded from this scope of services.

FIXED FEE: \$5,020 (TASK 30)

ITEMS EXCLUDED FROM SCOPE OF SERVICES:

- Construction Management and Inspection services
- Construction Engineering support
- Real Estate Acquisition services
- Legal Descriptions & Exhibits
- Property Appraisals and Appraisal reviews
- TCE Exhibits
- Formal Landscape Architecture
- Signal Design is excluded
- Wetland Delineations
- Site specific Traffic Control Plans

If the scope of project changes due to circumstances beyond our control as otherwise specified herein, we reserve the right to renegotiate the fees outlined in this agreement. We also reserve the right to renegotiate the balance of the contract should the work not be completed by June 1, 2023. As of that date, this agreement will become null and void and payment for all work accomplished to that date would become due and payable.

At that time, we will review the work necessary to complete the contract and negotiate a new agreement to complete the remainder of the project should you so desire. In addition, should work not defined herein be requested and authorized by you, we will perform said work on a time and expense basis in accordance with our standard fee schedule in effect at the time the extra work is done. We typically adjust our fee schedule January 1st of each year.

All filing, checking, and inspection fees required by the agencies, utilities, etc. are not part of this agreement and are to be paid by the owner. Reimbursable expenses such as blueprint costs, etc. will be billed in accordance with our standard fee schedule. Outside services will be billed at our cost plus 15%.

This proposal is based upon written design standards and ordinances of the jurisdiction that governs the sites that are in effect at the date of this letter.

Consultant will mail monthly invoices in Consultant's standard format reflecting all current charges to Client. Invoices are due when received by client and must be paid within 30 days of invoice date, after which time absent full payment, Consultant may at its sole discretion terminate this agreement without liability on the part of the Consultant. Any unpaid invoices are deemed to be correct and binding on Client unless Client provides Consultant written notification of specific objections within 10 days of the date of invoice. Preparation of additional documentation for invoiced charges when requested by the Client shall be deemed Additional Services approved upon request.

We are available immediately to commence the proposed scope of services upon receipt of a signed copy of this contract. Please feel free to contact the undersigned with any questions or comments.

Sincerely,



LDC, Inc.

Darrell Smith, PE

Director of Civil Engineering

CITY COUNCIL STAFF REPORT



Agenda Date: 12/13/2022

Subject: Professional Services Agreement with Transpo Group for Main Street
Redevelopment

Contact Person/Department: Erik Mangold, Public Works

Budget Impact: \$350,000 (In Budget, No Amendment needed)

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the Professional Services Agreement with Transpo Group for design of the Main Street Redevelopment Project

SUMMARY/BACKGROUND:

Main Street redevelopment plans were brought up to 30% design by KPG. We are now contracting with Transpo Group to Finalize design and move forward to construction.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 18013_PSA.Consultant Services_20221209

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS, WASHINGTON
AND **TRANPO GROUP USA, Inc.**
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation ("City"), and Land Development Consultants, Inc. authorized to do business in the State of Washington, ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along

with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TERM. The term of this Agreement shall commence upon full signing and shall terminate at **midnight December 31, 2024**. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 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 engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and 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 so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever 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 indicate No or Yes below)*

_____ No employees supplying work have ever been retired from a Washington state retirement system.

_____ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “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, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s 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 Consultant affirms that an employee providing work has ever retired from a Washington State retirement

system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** 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. However, 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. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the 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.

d. **Public Records Requests.**

In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultant's violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.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 work hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation**

The 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 coverages described below:**

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- (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 work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form 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. **The minimum insurance limits shall be as follows:**

Consultant shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

e. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within two business days of receipt of such notice) provide written notification of such cancellation/termination to the City.

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.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. 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 Agreement before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

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

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 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. **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.

k. **Subcontractors' Insurance.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against 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, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. 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.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 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 his status as an independent contractor in the performance of the work and 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 make no claim of City employment nor shall 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 that the Consultant performs hereunder.

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

III.12 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 where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 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 services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit ____:

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **\$350,000** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. 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.

b. Public Records.

The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City and Consultant shall be sent to the following addresses:

To the City:

City of Lake Stevens
Attn: City Clerk
Post Office Box 257
Lake Stevens, WA 98258
Telephone: 425-622-9443

To the Consultant:

Ryan Peterson, PE , PTOE
TRANSPO GROUP USA, Inc.
12131 113th Ave NE Suite 203
Kirkland, WA 98034
Telephone: 425-821-3665

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.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.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or 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 written instrument properly signed by both parties.

V.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 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 provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto 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.

V.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.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.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.

V.10 **COUNTERPARTS AND SIGANTURES.** 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. Digital, electronic, and PDF signatures will constitute an original in lieu of the “wet” signature.

V.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 below.

DATED this _____ day of December 2022.

CITY OF LAKE STEVENS

TRANSPO GROUP USA, Inc.

By: _____
Gene Brazel, City Administrator

By: _____

Printed Name and Title

Approved as to Form:

By: _____
Greg Rubstello, City Attorney

EXHIBIT A

Scope of Work

Client Name:	City of Lake Stevens		
Project Name:	Main Street Improvements		
Exhibit Dated:	December 8, 2022	TG:	1.22405.00

Scope of Services

Transpo Group USA, Inc. (Consultant) will provide engineering services to the City of Lake Stevens (City) for the design for the improvements of Main Street from 16th St NE to 20th St NE. The project construction is federally funded by a PSRC grant that covers the extents of the project.

The Consultant will lead the project and work in coordination with subconsultants, LDC, Inc., Landau Associates, and Origin Design to provide a consistent overall project delivery, including final design across all related engineering disciplines.

Added services to the Scope of Services described herein may require a negotiated fee and schedule modification between the Consultant and the City. The Consultant will notify the City as soon as possible of the anticipated impact of changes to project elements on fee and schedule.

Project Definition

The Consultant has developed this scope with the assumption that the specific project elements identified in the RFQ and through subsequent discussions with City staff are the basis of design. The project includes the design and reconstruction of Main Street including roadway improvements, marked crosswalks, new and replaced sidewalks and driveway entrances, ADA improvements, signage, street trees, pedestrian and street lighting, owned utility conduits, stormwater improvements, and aesthetic treatments in accordance with the City's Beautification Plan.

Assumptions

The Consultant has developed this scope with the following assumptions.

- Computer Aided Drafting (CAD) will be performed using AutoCAD version 2021. CAD files will be provided to the City at the completion of the project.
- All other deliverables besides the CAD files will be provided electronically via PDF and in their original file format.
- City of Lake Stevens Development Standards and CAD standards will be used as a starting point for preparing design concepts and throughout project development.
- The City will provide to the consultant all CAD standard files, existing survey data, and any relevant GIS data.

Task 1 – Project Management

1.1 Project Coordination

The Consultant team project manager will coordinate with the City's project manager on a bi-weekly basis throughout the duration of the project. The coordination will address project scope/status, technical and policy direction, budget, schedule, and meetings. Coordination will be via telephone calls, video chat and email, as appropriate.

The Consultant team project manager will also coordinate with subconsultants on a regular basis regarding project scope/status, project direction, budget, and schedule.

1.2 Progress Reports and Invoicing

Detailed progress reports and invoices will be prepared on a monthly basis and provided to the City.

1.3 Meetings

The Consultant will conduct meetings virtually or in person at a time agreed on by the Consultant and the City. Meetings will be preferably held via phone or video conference, with the goals of minimizing expense and keeping the project on schedule. The Consultant shall prepare a meeting agenda for each meeting. It is assumed that the Consultant will not be required to distribute meeting minutes following each meeting. This will not preclude communication with the City or Subconsultants to confirm understanding of issues raised in these meetings. The following meetings are included in the scope for this Phase, in addition to regular check-ins:

- Project Kickoff – Review Existing 30% Design Plans
- 60% Design Plans, Specifications and Estimate comment resolution
- 100% Design Plans, Specifications and Estimate comment resolution

Other design meetings may be necessary to discuss alternatives for specific project elements or provide updates on field conditions located by the Consultant and Subconsultants which may affect project designs.

In-person meetings may be held at the request of the City, but may require adjustment to the scope of services, fee projection and schedule. These meetings do not preclude regular communication via email and phone between the City and the Consultant regarding project concerns and progress.

The Consultant will conduct one field visit following the Project Kickoff meeting with the Consultant's design team to familiarize the team with the project site.

1.4 Project Schedule

The Consultant will provide a project schedule to the City and maintain the schedule with monthly updates on progress and affected milestones. The schedule will show milestone dates and events necessary to complete the plans and special provisions to complete the design of all the project improvements.

Task 2 – Data Collection

The Consultant will work with the City and subconsultants to identify data needs and collect the necessary data for the design of the improvements.

2.1 Survey Update

The LDC Land Surveying Department will provide the necessary survey base mapping services to support the design elements along Main Street in Lake Stevens.

2.1.1 Review Existing Base Maps

The city has provided an existing survey performed by others. Date of survey and other pertinent information is currently unknown, but a full review of the existing features and legal survey elements will be reviewed for its accuracy and completeness. Pertinent records such as private deeds, existing surveys and right-of-way conveyance documents will be researched to determine the thoroughness of the private boundaries and right-of-way margins within the existing base file.

2.1.2 Define ROW

A Professional Land Surveyor will calculate right-of-way limits along Main Street within the project area. Coordination with the city and county may be required to establish current deeds along the Right-of-Way. Title Reports will be reserved if sidelines of private properties are to be shown.

2.1.3 Backcheck Survey in Field

Field crews will mobilize onsite to collect additional features to establish a completed base map that will include the following items:

- Establish horizontal and vertical control based on published monuments near the site. The Horizontal Datum and Vertical Datum will be NAD 83/2011, Washington State Plane, North Zone and NAVD88, respectively, or as otherwise required.
- Set and measure horizontal and vertical control necessary for the mapping and right-of-way determination.
- Control points will be set for future phases of construction for this project.
- Coordinate underground utility locates performed by an underground utility subconsultant.
- Collect necessary field boundary evidence to accurately calculate centerline alignment of Main Street and rights-of-way affected or adjacent to this project.
- Complete design level topographic mapping and survey above ground surface features within the full width right-of-way within the project limits.
- Topography will be surveyed using methods that will produce a 2-foot contour interval base map.

2.1.4 Produce Updated Base Map

A composite base map will be produced from the additional field survey and existing mapping elements in AutoCAD, Civil 3D Version 2022. Main Street Right-of-Way information will be determined at survey grade. The sidelines of all private properties adjacent to said Main Street within the project area will be shown in their approximate location, unless title reports are provided, in which case they will be calculated by a Professional Land Surveyor based on field evidence.

2.1 Assumptions

- GIS parcel line information will be sufficient for the purposes of delineating lateral private ownership unless current deeds and/or title reports are provided.
- It is assumed that Right of Entry documents are not needed to perform this task.
- LDC will hire a private underground utility locate firm to locate existing utilities. Locates will target known underground utilities, including water, storm sewer, sanitary sewer, communications, gas, and power. It may not be possible to locate non-conductible utilities. This will be charged as a reimbursable cost.
- This scope of work does not include support services for the proposed improvements, which may include property reconfigurations, street vacations/dedications, temporary construction easements or real property purchase.
- Property lines and corners will not be monumented as part of this scope of work.

2.2 Geotechnical Investigation and Analysis

In August 2018, Landau conducted a subsurface investigation along the project alignment and in February 2019, Landau issued a final geotechnical engineering report that summarizes the results of its findings, conclusions, and recommendations for the project.

Information from Landau's prior field investigation and laboratory testing program will be analyzed by a Landau geotechnical engineer to develop geotechnical engineering conclusions and recommendations to support design of the proposed roadway improvements. The results of Landau's

field explorations, laboratory testing, engineering analyses, and geotechnical engineering conclusions and recommendations will be summarized in a draft written report. Upon receipt of review comments, Landau will address the comments, as appropriate, and submit a signed and stamped geotechnical report. The geotechnical report will include:

- A site plan showing the locations of the borings previously completed for this project
- Results of laboratory testing and summary logs of the exploratory borings
- A discussion of the general geologic and topographic characteristics along the project alignment, including information related to the regional geologic setting
- A discussion of the near-surface soil and groundwater conditions previously observed along the project alignment
- A discussion of subgrade support characteristics anticipated along the project alignment
- An evaluation of the moisture sensitivity of the soils along the project alignment
- Recommendations related to earthwork construction, including backfill material and compaction criteria, provisions for wet weather earthwork, and suitability of onsite materials for use as backfill
- Recommendations related to trench excavation and temporary shoring
- Recommendations for pipe foundation support, pipe bedding, and backfill materials
- Recommendations for subgrade preparation for new paved areas
- An evaluation of the suitability of excavated soil for use as structural fill
- Luminaire foundation design recommendations
- Pavement design recommendations
- Retaining wall design recommendations
- A discussion related to the feasibility of infiltrating stormwater along the project alignment
- Recommendations for monitoring and testing during construction.

Assumptions

- The project does not include the replacement of the bridge that crosses Stevens Creek.
- New or replacement utilities are not anticipated to be deeper than about 15 feet below the ground surface.
- No additional subsurface explorations and geotechnical laboratory testing will be needed.
- The City will provide traffic data (design life, average daily traffic, growth factor, etc.) for pavement design.

Deliverables

- An electronic copy (in PDF format) of the draft geotechnical report
- An electronic copy (in PDF format) of the final geotechnical report.

Task 3 – Review Existing 30% Design

For the preliminary design, the Consultant and subconsultants shall review the existing 30% plans for channelization, signing, typical sections, sidewalks and shared use paths, drainage, illumination, and landscaping, as appropriate, to familiarize our team with the previous design efforts and identify changes to the design that may be necessary due to a change in existing conditions. No deliverables are anticipated for this effort.

Task 4 – 60% Submittal

Based on the review

of the previously completed 30% design plans, the Consultant and subconsultants will develop additional engineering detail and assessment of design concerns identified in the 30% plans. The 60% design level is understood to include most details sufficient to construct the project. The Consultant and subconsultants will note any outstanding design issues in Notes to Reviewer on the 60% plans. The 60% design effort will include the following:

4.1 60% Civil Design

- Cover Sheet (1 Sheet)
- Sheet Index, Alignment Plan & Survey Control (1 Sheet)
- Legend and Abbreviations (1 Sheet)
- Typical Roadway Sections and Details (4 Sheets)
- Demolition and Marking Removal Plans and Details (5 Sheets)
- Roadway, Sidewalk, and Shared Use Paving Plans (5 Sheets)
- Roadway Details (4 Sheets)
- Driveway Details (3 Sheets)
- Retaining Walls (2 Sheet)
- Retaining Wall Details (1 Sheets)
- Retaining Wall Supporting Calculations

4.2 60% Stormwater Design

- Preparation of a Draft Drainage Report for the project that includes the following:
 - Project Overview
 - Summary of approval conditions
 - Downstream and upstream analysis with accompanying maps
 - Stormwater basin analysis (along project improvements)
 - Review and delineation of various threshold discharge areas
 - Mapping of various threshold discharge area
 - Evaluation of stormwater detention and water quality treatment thresholds as applied to each individual threshold discharge basin
 - Stormwater detention modeling as necessary to mitigate proposed improvements
 - Reporting of other available background information such as soil reports, area planning information and other required permits
 - Stormwater conveyance capacity analysis on pipes as necessary to determine functionality of proposed design
 - Based upon downstream site visit, identify any existing stormwater issues and provide narrative proposed solutions
- Prepare Draft Stormwater Pollution Prevention Plan (SWPPP)
- Prepare 60% Drainage Plans (Maximum 5 plan sheets will be prepared)

4.3 60% Channelization and Signing Design

The 60% plans will include the following sheets:

- Striping and Signing Plans (5 Sheets)
- RRFB Plans (3 Sheets)
- RRFB Details (1 Sheet)

4.4 60% Illumination and JUT Design

- Illumination Plans and Details (5 sheets)
- Joint Utility Trench Plans and Details (5 Sheets)
- Illumination Supporting Calculations

4.5 60% Urban Design

- Develop 60% Urban Design Elements
- Develop site furnishings and decorative illumination features to be incorporated into the project
- Develop concrete score patterns and other decorative pavement marking
- Produce up to 2 detailed plan sheets
- Call out urban design features on Transpo paving plan sheet

4.6 60% Landscape Design

The 60% plans will include the following sheets:

- Conceptual planting plan identifying planting areas and conceptual plant pallet

4.7 60% Traffic Control

- Develop 60% Traffic Control Plans (Maximum of 6 plan sheets will be prepared)
- Develop Detour Plan (Maximum of 4 plan sheets will be prepared)

4.8 60% Opinion of Probable Construction Cost

The Consultant will prepare and submit an Opinion of Probable Construction Cost based on the 60% design. The Opinion of Probable Construction Cost will be presented in an Excel spreadsheet corresponding to the sequence of items as will be listed in the Project Manual's final bid schedule.

4.9 60% Bid Documents

The Consultant will prepare the special provisions and applicable amendments to the contract provisions, Divisions 1 through 9, as required for the bid package. The contract provisions will be prepared in accordance with the requirements of WSDOT and the City of Lake Stevens.

4.9 Assumptions

- The City will provide any standard bid forms such as the bid advertisement, instructions to bidders, bond forms, etc.

4.10 60% Quality Control

The Consultant will conduct quality control reviews by senior staff members with appropriate expertise and experience. The senior staff members will scrutinize and question the major elements of the design for adequacy of response to the major design challenges, conformance to accepted design practices, constructability, and compliance with the City's standards.

Consultant Deliverables

- One electronic PDF copy of 60% Plans
- Draft Drainage Report
- 60% Supporting Calculations
- 60% Cost estimate in Excel format
- 60% Special provisions in Word format

Task 5 – Stakeholder and Public Outreach

The Consultant will prepare for and lead up to two public outreach events. The outreach efforts are assumed to be one virtual and one in person with two Consultant staff present. The goal of the outreach events will be to present the project to the public for informative purposes.

Consultant Deliverables

- Draft and final versions of project graphics/flyer

Task 6 – Permitting

6.1 Permitting and Environmental Documentation

Landau will assist with permitting requirements including the following:

- WSDOT Local Program National Environmental Policy Act Categorical Exclusion Form (NEPA)
- Critical Areas Report
- Joint Aquatic Resources Permit Application (JARPA)
- Section 4f Documentation
- No Effect Letter, Section 7 Endangered Species Act; Magnuson-Stevens Act Essential Fish Habitat Evaluation
- WSDOT Environmental Justice – Decision Matrix
- Hazardous Materials Linear Corridor Screening

6.2 Local Permitting

LDC will assist with jurisdictional permitting requirements including the following:

- Right of Way Construction Permit
- SEPA Checklist
- Construction Plan Review
- Type I or II Land Disturbance Permit
- City Shoreline Permit

6.2 Assumptions

- EO 21-02 will not apply to this project
- This project will require an administrative review from city staff

Task 7 – Utility Coordination

The Consultant will coordinate with utility agencies regarding the relocation of existing facilities and provision of new facilities within the project area. Coordination with the utilities will include the following:

- Provide the utility agencies with a copy of the 60-percent-complete design drawings for review.
- Provide the utility agencies with a copy of the 100-percent-complete design drawings for review.
- Provide the utility agencies with a copy of the Bid-Ready construction documents for information.
- Attend up to two (2) Utility Coordination Meetings.
- Coordinate with utility agencies during PS&E development. The Consultant will provide support up to the amount shown in the fee proposal. Additional hours will be considered additional work to be negotiated as a supplemental agreement.

Utility design is not included in this scope of work.

Task 8 – 100% Submittal

The City will review the 60% submittal and return a consolidated set of comments to the Consultant. The Consultant and subconsultants will review the City's comments on the 60% submittal and make requested modifications. Significant changes may result in a need for additional negotiated scope, fee and schedule modification. The Consultant will progress the plans, special provisions, opinion of probable construction cost, and supporting documentation to the 100% design level, appropriate for bidding and construction. The purpose of the 100% submittal is to confirm the Consultant has addressed all of the City's prior comments. No new design comments are anticipated within the 100% submittal.

8.1 100% Civil Design

- Cover Sheet (1 Sheet)

- Sheet Index, Alignment Plan & Survey Control (1 Sheet)
- Legend and Abbreviations (1 Sheet)
- Typical Roadway Sections and Details (4 Sheets)
- Demolition and Marking Removal Plans and Details (5 Sheets)
- Roadway, Sidewalk, and Shared Use Paving Plans (5 Sheets)
- Roadway Details (4 Sheets)
- Driveway Details (3 Sheets)
- Retaining Walls (2 Sheet)
- Retaining Wall Details (1 Sheets)
- Retaining Wall Supporting Calculations

8.2 100% Stormwater Design

- Preparation of Final Drainage Report for the project that includes the following:
 - Project Overview
 - Summary of approval conditions
 - Downstream and upstream analysis with accompanying maps
 - Stormwater basin analysis (along project improvements)
 - Review and delineation of various threshold discharge areas
 - Mapping of various threshold discharge area
 - Evaluation of stormwater detention and water quality treatment thresholds as applied to each individual threshold discharge basin
 - Stormwater detention modeling as necessary to mitigate proposed improvements
 - Reporting of other available background information such as soil reports, area planning information and other required permits
 - Stormwater conveyance capacity analysis on pipes as necessary to determine functionality of proposed design
 - Based upon downstream site visit, identify any existing stormwater issues and provide narrative proposed solutions
- Prepare Final Stormwater Pollution Prevention Plan (SWPPP)
- Prepare 100% Drainage Plans (Maximum of 6 plan sheets will be prepared)

8.3 100% Channelization and Signing Design

The 100% plans will include the following sheets:

- Striping and Signing Plans (5 Sheets)
- RRFB Plans (3 Sheets)
- RRFB Details (1 Sheet)

8.4 100% Illumination and JUT Design

- Illumination Plans and Details (5 sheets)
- Joint Utility Trench Plans and Details (5 Sheets)
- Illumination Supporting Calculations

8.5 100% Urban Design

- Develop 100% Urban Design Elements
- Develop site furnishings and decorative illumination features to be incorporated into the project
- Develop concrete score patterns and other decorative pavement marking
- Produce up to 2 detailed plan sheets
- Call out urban design features on Transpo paving plan sheet

8.6 100% Landscape Design

- Final landscape plan including finalized plant schedule, details, WSDOT specs and conceptual irrigation.

8.7 100% Traffic Control

- Incorporate 60% Design Comments
- Develop 100% Traffic Control Plans (Maximum of 4 plan sheets will be prepared)
- Develop Detour Plan (Maximum of 4 plan sheets will be prepared)

8.8 100% Opinion of Probable Construction Cost

The Consultant will prepare and submit an Opinion of Probable Construction Cost based on the 60% design. The Opinion of Probable Construction Cost will be presented in an Excel spreadsheet corresponding to the sequence of items as will be listed in the Project Manual's final bid schedule.

8.9 100% Bid Documents

The Consultant will prepare the special provisions and applicable amendments to the contract provisions, Divisions 1 through 9, as required for the bid package. The contract provisions will be prepared in accordance with the requirements of WSDOT and the City of Lake Stevens.

8.9 Assumptions

- The City will provide any standard bid forms such as the bid advertisement, instructions to bidders, bond forms, etc.

8.10 100% Quality Control

The Consultant will conduct quality control reviews by senior staff members with appropriate expertise and experience. The senior staff members will scrutinize and question the major elements of the design for adequacy of response to the major design challenges, conformance to accepted design practices, constructability, and compliance with the City's standards.

Consultant Deliverables

- Comment response letter/matrix from 60% submittal
- One electronic PDF copy of 100% Plans
- Cost estimate in Excel format
- Bid Documents in Word format
- Final Drainage Report
- Final supporting calculations

Task 9 – Final PS&E

The Consultant will prepare Final plans, special provisions, and opinion of probable construction cost for the City to advertise and solicit bids for project construction. The Consultant will incorporate comments and feedback from previous submittals to the City.

Consultant Deliverables

- Final design plans in PDF format
- Final special provisions in PDF format
- Final opinion of probable construction cost in PDF format

Task 10 – Bid Assistance

The Consultant will provide interpretations and clarifications to contractors for plan and specification questions that arise during bidding. In addition, Consultant will prepare up to two (2) addendums.

Agency Support

- City will facilitate bid opening.
- City will send out Notice of Award using information provided by Consultant.
- City will prepare addenda summarizing bidder questions and Consultant responses.

Assumptions

- A pre-bid walk-through is not anticipated.

Consultant Deliverables

- Up to two (2) bid addendums

Task 11 – Construction Phase Services

The scope of work for Construction Phase Services, including construction management and inspection, will be reviewed and defined at completion of Task 10 – Bid Assistance. The associated budget for these efforts will be developed and authorized by supplemental agreement.

Transpo Group USA, Inc.
Cost Estimate Worksheet



Number / Project Name
1.22405.0 Main Street Improvements

Pay rates are effective from April 2, 2022 through June 30, 2023, within the ranges shown in the attachment.
Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Project Manager	Quality Control	Project Engineer - Civil	Project Engineer - Traffic	CAD - Civil	CAD - Traffic	Outreach	Graphics	Project Admin
initials	KBC	BAS	MW	TN	JK	OAS	IMR	CD	CLF
job title	Eng L4	Eng L6	Eng L3	Eng L4	AnyL L1	AnyL L1	PA L4	PA L4	PA L3
cost rate	\$54.09	\$74.52	\$51.92	\$54.09	\$37.50	\$35.82	\$41.59	\$42.55	\$40.63

Labor:

	Work Task									Hours	Cost
1	Task 1 - Project Management										
2	1.1 Project Coordination	64		16	16					96	\$5,158
3	1.2 Progress Reports and Invoicing	8						8		16	\$758
4	1.3 Meetings	12		8	8					28	\$1,497
5	1.4 Project Schedule	8								8	\$433
6	Task 2 - Data Collection										
7	2.1 - Survey Update - LDC										
8	2.2 - Geotechnical Investigation - Landau										
9	Task 3 - Review Existing 30% Design	12		16	16					44	\$2,345
10	Task 4 - 60% Submittal										
11	4.1 - 60% Civil Design	24		60		120				204	\$8,913
12	4.2 - 60% Stormwater Design - LDC										
13	4.3 - 60% Channelization and Signing Design	8			24		36			68	\$3,020
14	4.4 - 60% Illumination and JUT Design	12			32		40			84	\$3,813
15	4.5 - 60% Urban Design - LDC										
16	4.6 - 60% Landscape Design - Origin										
17	4.7 - 60% Traffic Control - LDC										
18	4.8 - 60% Opinion of Probable Construction Cost	8		4	4					16	\$857
19	4.9 - 60% Bid Documents	8		12	8					28	\$1,488
20	4.10 - 60% Quality Control	8	12	4	4	12	12			52	\$2,631
21	Task 5 - Stakeholder and Public Outreach	12						40	20	72	\$3,164
22	Task 6 - Permitting										
23	6.1 - Environmental Permitting - Landau										
24	6.2 - Local Permitting - LDC										
25	Task 7 - Utility Coordination	8		8	40	8	20			84	\$4,028
26	Task 8 - 100% Submittal										
27	8.1 - 100% Civil Design	12		30		60				102	\$4,457
28	8.2 - 100% Stormwater Design - LDC										
29	8.3 - 100% Channelization and Signing Design	4			12		20			36	\$1,582
30	8.4 - 100% Illumination and JUT Design	8			16		24			48	\$2,158
31	8.5 - 100% Urban Design - LDC										
32	8.6 - 100% Landscape Design - Origin										
33	8.7 - 100% Traffic Control - LDC										
34	8.8 - 100% Opinion of Probable Construction Cost	8		4	4					16	\$857
35	8.9 - 100% Bid Documents	8		8	4					20	\$1,064
36	8.10 - 100% Quality Control	8	12	4	4	12	12			52	\$2,631
37	Task 9 - Final PS&E	8		8	8	16	16			56	\$2,454
38	Task 10 - Bid Assistance	12		8	8	8	8			44	\$2,084
39	Task 11 - Construction Phase Services - TBD										
40											

Total Hours	260	24	190	208	236	188	40	20	8	1174	
Labor Costs	\$14,063	\$1,788	\$9,865	\$11,251	\$8,850	\$6,734	\$1,664	\$851	\$325		\$55,391.20

Overhead	Rate	174.45%									\$96,629.95
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Fee (as a % of labor)	30.00%										\$16,617.36
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Miscellaneous Expenses:		Reimbursable
Item	Cost	
1 Federal Express / Courier	\$0	
2 Phone	\$0	
3 Fax	\$0	
4 Postage	\$0	
5 Graphic supplies	\$0	
6 Photography	\$0	
7 Travel expenses (mileage)	\$500	
8 Reproduction	\$0	
9 Traffic counts	\$0	
10 Traffic accident data	\$0	
11 Spec. MPS model run	\$0	
12 Transportation Concurrence Application	\$0	
Total Reimbursable Expenses	\$500	

Subconsultants:		Subs
Firm	Cost	
1 LDC	\$84,156	
2 Landau	\$59,100	
3 Origin	\$12,600	
4 Subconsultant D	\$0	
5 Subconsultant E	\$0	
Total Subconsultants	\$155,856	

TOTAL ESTIMATE \$324,994.51

CITY COUNCIL STAFF REPORT



Agenda Date: 12/13/2022

Subject: Transpo Group Professional Services Agreement - Supplemental 2

Contact Person/Department: Kim Klinkers, Public Works

Budget Impact: \$187,300

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign Supplemental Agreement No 2 to the Professional Services Agreement with Transpo Group for the ADA Transition Plan.

SUMMARY/BACKGROUND:

This Supplemental Agreement will add additional tasks for collecting and reviewing ADA compliance data, including all City owned, publically accessible facilities and parks. This data is pertinent for a complete ADA Transition Plan per Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990. Transpo Group is actively advancing all aspects of the ADA Transition Plan and will deliver a final plan by March 2023.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Transpo Group PSA Supplement 2

**SUPPLEMENTAL AGREEMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS, WASHINGTON
AND TRANSPOR GROUP FOR CONSULTANT SERVICES**

This Supplemental Agreement No. 2 is made and entered into on the ____ day of December, 2022, between the City of Lake Stevens, hereinafter called the "City" and Transpo Group, Inc., hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into a Contract for the preparation of an ADA self-evaluation and transition plan, hereinafter called the "Project," said Agreement being dated the 2nd day of August, 2022; and

WHEREAS, both parties desire to supplement said Agreement and amend the total amount payable for this Agreement;

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

Each and every provision of the Original Professional Services Agreement dated the 2nd day of August 2022, shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in Exhibit A2, attached hereto and by this reference made part of this Supplemental Agreement No. 2.

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", IV.1 Payments, Paragraph a, the second sentence is amended to include the additional fee of \$187,300.00 and shall read as follows: "In no event shall the compensation paid to Consultant under this Agreement exceed \$316,500.00..."

The Total Amount payable to the Consultant is summarized as follows:

Original Agreement	\$ 90,500.00
Supplemental Agreement No. 1	\$ 38,700.00
Supplemental Agreement No. 2	\$187,300.00
Grand Total	\$316,500.00

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 2 as of the day and year first above written.

CITY OF LAKE STEVENS

Transpo Group, Inc.

By: _____
Brett Gailey, Mayor

By: _____
Jon Pascal, Principal

ATTEST/AUTHENTICATED

By: _____
Kelly M. Chelin, City Clerk

APPROVED AS TO FORM

By: _____
Greg Rubstello, City Attorney

Amendment to Agreement for Services

Client Name:	City of Lake Stevens		
Project Name:	Lake Stevens ADA Transition Plan		
Original Agreement Dated:	08/03/2022		
Amendment Dated:	12/07/2022	TG:	22273.00

The existing Agreement for Services between Transpo Group (Transpo) and City of Lake Stevens(Client) is amended to include the following additional services and revised fee projection. All terms and conditions described in the Agreement remain in force and are not modified by this Amendment.

Scope of Services

In addition to the services described in Exhibit A of the Agreement, Transpo will provide the following services:

Task 05 – Implementation Schedule

Amended Scope of Services:

In addition to the Task 05 Scope of Work in the original agreement, Transpo will incorporate information collected for parks and facilities in the development of the implementation schedule. This includes prioritization and cost estimating and the review of current City funding programs.

Task 06 – Draft and Final Plan

Amended Scope of Services:

In addition to the Task 06 Scope of Work in the original agreement, Transpo will incorporate information collected for parks and facilities in the draft and final transition plan.

Task 07—Self-Assessment Data Collection

Amended Scope of Services:

Data will be collected to fill in missing gaps in the City’s sidewalk data using mobile tablets (ie: iOS, Android, etc.) and stored on a real-time cloud-based GIS database and interactive web viewer, for immediate review. A draft data dictionary will be provided to the City for review and will be used as a starting point for development of the final data dictionary. The Transpo team will work with the City to review and finalize the data dictionary.

The facilities to be inventoried are assumed to include the following:

- 10 miles of sidewalk

Once collected, data will be reviewed for quality.

Task 08—Self-Assessment Data Collection – Parks

Data will be collected for City Parks using two systems. For access routes to/from parking facilities and paved trails/paths, data will be collected similar to the process described in Task 07. For structures and facilities within parks, data will be collected using the Endelman & Associates Survey Solutions database. The following park facilities will be inventoried:

- 18 Playgrounds
- 6 Restrooms
- 1 Spray Park
- 1 Mooring Dock



- 5 Swim Docks
- 2 Concession Stands
- 2 Fee machines
- 9 Sport Courts
- 1 Skate park
- 13 Parking Lots
- 7 miles paved pathways

These facilities will be collected at the City of Lake Stevens owned facilities detailed in an Excel file sent to Consultant on November 02, 2022.

Task 09—Self-Assessment Data Collection – Facilities

Data will be collected for facilities in the Endelman & Associates Survey Solutions database. The following facilities will be inventoried:

<u>Public Works / Shop</u>	2300 131st Ave NE
<u>Library</u>	2211 Grade Rd
<u>Police Evidence</u>	1825 S Lake Stevens Rd
<u>Police Main</u>	1825 S Lake Stevens Rd
<u>Police Training</u>	1825 S Lake Stevens Rd
<u>1819 Building</u>	1819 S Lake Stevens Rd
<u>City Hall Annex</u>	1812 Main Street
<u>City Hall Main</u>	1812 Main Street
<u>Visitor Info</u>	10108 Lundeen Park Way, Bldg B
<u>The Mill</u>	1808 Main Street
<u>Senior Center</u>	2302 Soper Hill Road
<u>East Ridge Community Garden</u>	2426 Soper Hill Road
<u>Davies Beach Boat Shed</u>	10508 Chapel Hill Road



Cost Estimate Worksheet

Number / Project Name
Lake Stevens ADA Plan

Pay rates are effective from April 2, 2022 through June 30, 2023, within the ranges shown in the attachment.
Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Project Manager	Quality Control	Project Engineer	GIS Manager	GIS Analyst	Data Collector	Project Admin
initials	RP	PBL	FL	BGS	NEJ	IDC	AMC
job title	Prin L7	Prin L7	Eng L4	Anyl L5	Anyl L3	Int L1	PA L4
cost rate	\$250.00	\$290.00	\$170.00	\$205.00	\$125.00	\$40.00	\$185.00

Labor:

	Work Task							Hours	Cost
1	Task 05 - Implementation Schedule	8	4	16	4	16		48	\$8,700
2	Task 06 - Draft and Final Plan	4	2	16	2	16		40	\$6,710
3	Task 07 - Self-Assessment Data Collection				4	32	80	116	\$8,020
4	Task 08 - Self-Assessment Data Collection - Parks				4	24	60	88	\$6,220
5	Task 09 - Self-Assessment Data Collection - Facilities							0	\$0
6								0	\$0
7								0	\$0
8								0	\$0
9								0	\$0
10								0	\$0
11								0	\$0
12								0	\$0
13								0	\$0
14								0	\$0
15								0	\$0
16								0	\$0
17								0	\$0
18								0	\$0
19								0	\$0
Total Hours		12	6	32	14	88	140	0	292
Labor Costs		\$3,000	\$1,740	\$5,440	\$2,870	\$11,000	\$5,600	\$0	\$29,650

Reimbursable Expenses:

	Item	Reimb. Cost
1	Application	
2	Data Collection Equipment Fee	
3	Mileage	\$50
4	Miscellaneous	
5	Models/Renderings/Photos	
6	Parking	
7	Records Filing	
8	Registrations	
9	Reproductions	
10	Shipping/Courier	
11	Specialty Software	
12	Supplies	
13	Traffic Accident Data	
14	Traffic Count Vendors	
15	Travel, Hotel, Taxi, & Air Fare	
Sub Total		\$50

Subconsultants:

	Firm	Subs. Cost
1	Endelman and Associates	\$157,575
2	Subconsultant B	
3	Subconsultant C	
4	Subconsultant D	
5	Subconsultant E	
Sub Total		\$157,575

TOTAL ESTIMATE: \$187,300