

CITY COUNCIL MEETING AGENDA



City of Lake Stevens Vision Statement

We are a thriving community that promotes a vibrant economy, preserves natural beauty, and supports an exceptional quality of life for all.

May 28, 2024 - 6:00 PM

Ways to Participate:

In Person: The Mill, Sawyers Room, 1808 Main Street, Lake Stevens

or Join Zoom Meeting: <https://lakestevenswa.zoom.us/j/81308057437>

or call in at (253) 215-8782 Meeting ID 81308057437

1. **Call to Order**
2. **Pledge of Allegiance** Mayor
3. **Roll Call**
4. **Approval of Agenda** Council President
5. **Guest Business**
 - A. Oath of Office for Corporal Lyons Jeffrey Beazizo
6. **Citizen Comments**
7. **Council Business** Council President
8. **Mayor's Business**
9. **City Department Report**
 - A. Council Summer Recess Dates Kelly Chelin
 - B. IT Department Staff Report Troy Stevens
10. **Consent Agenda**
 - A. 2024 Vouchers Barb Stevens
 - B. City Council Meeting Minutes of May 14, 2024 Kelly Chelin
 - C. City Council Meeting Minutes of May 21, 2024 Kelly Chelin
 - D. Agreement for Flock Safety Program Jeffrey Beazizo
 - E. SNO911 Interlocal Agreement Changes Jeffrey Beazizo
 - F. Public Safety Testing (PST) Pre-employment Background Investigations Service Agreement Jeffrey Beazizo

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|----|---|--------------------------------|
| G. | Agreement for Termination of the Interlocal Agreement for System Improvements to the Community Access Channel | Troy Stevens |
| H. | WSDOT Local Agency Agreement for the Main Street Improvements Project | Aaron Halverson, Kim Klinkers |
| I. | Transportation Improvement Board Grant Agreement for the 91st Avenue SE Sidewalk Project | Aaron Halverson, Kim Klinkers |
| J. | Affordable Housing and Behavioral Health Fund (AHBH) Interlocal Agreement (ILA) with Snohomish County | Russ Wright |
| K. | Alliance for Affordable Housing ILA Amendment | Russ Wright |
| L. | Memorandum of Understanding for Park Ranger Position | Anya Warrington, Sarah Garceau |
| M. | Memorandum of Understanding with the Arts and Parks Foundation | Sarah Garceau |
| N. | Council Code of Conduct | Kelly Chelin, Greg Rubstello |

11. Action Items

- | | | |
|----|--|----------------|
| A. | Contract with AtkinsRealis for Facility Asset Inventory and Asset Condition Rating | Lori Erickson |
| B. | Ordinance 1180 - Use, Discharge and Possession of Fireworks in Public Places | Greg Rubstello |

12. 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.

CITY DEPARTMENT REPORT



Agenda Date: 5/28/2024

Contact Person/Department: Kelly Chelin, Administration

Annually, the Council takes a summer recess from meetings.

Staff is recommending the following summer recess dates for 2024:
July 23, 2024 through August 20, 2024 (unless a Special meeting is needed).

Last Council meeting before the recess: July 16, 2024

Next Council meeting after the recess: August 27, 2024.

CITY DEPARTMENT REPORT



Agenda Date: 5/28/2024

Contact Person/Department: Troy Stevens, Information Technology

I would like to present to the council the Information Technology Department's report on our initiatives and projects completed and currently underway. This report outlines the progress and achievements of our team as we continue to enhance the technological infrastructure and services that support our city's operations and objectives. We have focused on several key projects aimed at improving system security, increasing operational efficiency, and ensuring robust support for our city's growing needs.

Body-worn Camera Migration:

I would like to congratulate Nick Poolos on developing API integrations and scripts to automate the migration of data from Motorola to Axion.

The ITD assisted our Police Department in mitigating the issues with Motorola's body-worn camera program. The ITD was tasked with figuring out a way to extract video content to our servers during the transition, and then developing an automated process to ingest the content into Axion's solution. We had to overcome many hurdles to complete this project, and unfortunately, neither solution provided good tooling or support for this migration. Nick Poolos and Zachary Kathe developed a solution in-house to accomplish this task.

IT Security Program:

One of our primary objectives this year has been improving our security program and maturing the City's IT Governance and IT Risk Management. To accomplish this, a formalized governance model must be adopted. This creates a shared responsibility and oversight on the direction and management of Information Technology Resources.

- IT Governance Structure – Completed
- IT Committee has been established, and meeting schedules are underway
- Developed a new Software Security Review process that has evaluated 8 new programs, services, and SaaS subscriptions.
- A new IT Policy framework is underway to update and align policies to the NIST standards.

Cybersecurity Grant:

I would like to thank Olivia Baumgardner, Nick Poolos, and Subhro Kar for their work in completing and submitting this grant application shout-out to Olivia time.

As part of the Infrastructure Investment and Jobs Act (IIJA), Congress created a State and Local Cybersecurity Grant Program (SLGCP). This program aims to provide grants to state, local, and tribal governments to improve their cybersecurity and protect their information systems. The best part is that the SLGCP covers 100% of the project costs, with no local match required.

The application period for 2025 projects just closed. After reviewing the City's current cybersecurity plans and needs, the IT Department identified three projects totaling \$172,800 that are eligible for SLGCP funding. We submitted these projects as separate requests to maximize our chances of receiving grants. The City's classification as "Local-Rural" should also help improve our chances. The three projects are:

Public Key Infrastructure (PKI) and Strong User Authentication (\$100,800)

The City needs a robust internal PKI system to issue strong cryptographic authenticators to all users and devices. This project will restart the PKI system using the latest best practices and secure protocols.

System Security Monitoring System (\$53,000)

The City aims to enhance its digital security by implementing a comprehensive monitoring system. This includes real-time network surveillance, logging all system activities, and using a Security Information and Event Management (SIEM) system. These measures will help detect potential threats early, record all actions for forensic analysis, and visualize data to improve decision-making.

Third-Party Cybersecurity Risk Assessment (\$19,000)

In 2023, the Lake Stevens City Council adopted the NIST Cybersecurity Framework (CSF). This project will hire a vendor to conduct a focused security gap assessment based on the NIST CSF. The assessment will validate our IT Department's efforts and identify any gaps or areas for improvement to align with the NIST standards.

These projects are critical to improving our cybersecurity infrastructure and ensuring the safety of our information systems.

We look forward to discussing these initiatives in detail and providing insights into our ongoing efforts to drive innovation and excellence in our IT services.

BLANKET VOUCHER APPROVAL
2024

Payroll Direct Deposits	5/25/2024	\$386,635.86
Payroll Checks	60853-60854	\$2,478.74
Electronic Funds Transfers	ACH	\$500,729.96
Claims	60844-60852, 60855-60941	\$454,897.42
Void Checks		
Total Vouchers Approved:		\$1,344,741.98

This 28th day of May 2024

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

May 28, 2024



City expenditures by type for this voucher packet		
Personnel Costs	\$ 389,115	29%
Payroll Federal Taxes	\$ 153,987	11%
Excise Tax	\$ 1,053	0%
Retirement Benefits - Employer	\$ 87,395	6%
Medical Benefits - Employer	\$ 234,319	17%
Other Employer Paid Benefits	\$ 8,677	1%
Employee Paid Benefits	\$ 31,652	2%
Supplies	\$ 63,293	5%
Professional Services	\$ 271,485	20%
Refunds	\$ 450	0%
Capital *	\$ 36,275	3%
Debt Payments	\$ 67,042	5%
Total	\$ 1,344,742	100%

Large Purchases *

* Weir Replacement \$20,928

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 05/10/2024 - 05/23/2024

Total for Period
\$955,627.38

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
911 Supply Inc	INV-2-36812	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - D Burns	60855	\$122.58
911 Supply Inc	INV-2-37796	001 008 521 20 31 01	LE-Fixed Minor Equipment	Polos - J Dreher	60855	\$179.12
911 Supply Inc	INV-2-37826	001 008 521 20 31 01	LE-Fixed Minor Equipment	QM Uniform Gear - C Kolomyza	60855	\$830.00
					60855 Total	\$1,131.70
Ace Hardware	79339	101 016 544 90 31 02	ST-Operating Cost	DrillBits/PVC Cement/Clamps	60856	\$184.16
Ace Hardware	79340	410 016 531 10 31 02	SW - Operating Costs	Galv Nipples/Bushings	60856	\$33.19
Ace Hardware	79343	001 013 518 20 31 00	GG-Operating Costs	Weed Grass Killer/Pic Hanging Strips - CH	60856	\$72.08
Ace Hardware	79352	001 013 518 20 31 00	GG-Operating Costs	Key Ring ID Tags/Keys/Keykrafter - New CH	60856	\$23.85
Ace Hardware	79356	101 016 544 90 31 02	ST-Operating Cost	Mowing Head/Battery/Pruner	60856	\$395.61
Ace Hardware	79364	101 016 544 90 31 02	ST-Operating Cost	USB Charging Supplies	60856	\$66.86
Ace Hardware	79366	101 016 544 90 31 02	ST-Operating Cost	Fasteners	60856	\$15.65
Ace Hardware	79373	001 013 518 20 31 00	GG-Operating Costs	Flat Washer/Fasteners/Ext Paint	60856	\$70.14
Ace Hardware	79382	001 012 575 50 31 00	CS- The Mill- Ops	Garden Hose	60856	\$43.70
Ace Hardware	79384	410 016 531 10 31 02	SW - Operating Costs	Bushings/Galv Nipples	60856	\$121.57
Ace Hardware	79385	001 013 518 20 31 00	GG-Operating Costs	Clorox Wipes - CH	60856	\$13.82
Ace Hardware	79394	101 016 544 90 31 02	ST-Operating Cost	Pledge/Disinfectant/Paper Towels	60856	\$273.89
Ace Hardware	79417	001 008 521 50 30 01	LE-Facilities Minor Equipment	Padlock Key/Master Key	60856	\$13.51
					60856 Total	\$1,328.03
AFLAC	649630	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Insurance Prem	EFT	\$886.56
					EFT Total	\$886.56
Alexander Printing Co Inc	83578	001 005 518 10 31 01	HR-Operating Cost	Business Cards - L Frederick	60857	\$82.12
Alexander Printing Co Inc	83578	001 007 558 50 31 00	PL-Office Supplies	Business Cards - N Faz	60857	\$82.11
					60857 Total	\$164.23
All Battery Sales and Service	300-10138189	101 016 544 90 31 02	ST-Operating Cost	Directional LED Flashes (10)	60858	\$458.79
All Battery Sales and Service	300-10138189	410 016 531 10 31 02	SW - Operating Costs	Directional LED Flashes (10)	60858	\$458.78
All Battery Sales and Service	300-10139179	101 016 544 90 31 02	ST-Operating Cost	Seafoam Motor Tune-Up	60858	\$117.91
All Battery Sales and Service	300-10139179	410 016 531 10 31 02	SW - Operating Costs	Seafoam Motor Tune-Up	60858	\$117.92
All Battery Sales and Service	300-10139889	101 016 544 90 31 02	ST-Operating Cost	Wipers	60858	\$144.12
All Battery Sales and Service	300-10139889	410 016 531 10 31 02	SW - Operating Costs	Wipers	60858	\$144.13
					60858 Total	\$1,441.65
Amazon Capital Services	1LNC-1NH9-GPV6	001 008 521 20 31 02	LE-Minor Equipment	Traffic Crash Investigation Book	60859	\$92.83
Amazon Capital Services	1N7R-QTWC-NT4R	001 008 521 20 31 01	LE-Fixed Minor Equipment	PD Ear Buds/Magazine Pouches/Microphone Replace Kits	60859	\$995.13
					60859 Total	\$1,087.96
Amazon Capital Services	197Y-4K9W-KH31	101 016 544 90 31 02	ST-Operating Cost	Cummins Power Inverter for PW EV1 Vehicle	60860	\$647.06
Amazon Capital Services	1C19-LWYD-FMJ6	001 003 514 20 31 00	CC-Office Supply	Headphones/Lanyard Card Holder	60860	\$41.46
Amazon Capital Services	1C19-LWYD-FMJ6	001 007 558 50 31 00	PL-Office Supplies	Binders	60860	\$21.35
Amazon Capital Services	1C19-LWYD-FMJ6	001 013 518 20 31 00	GG-Operating Costs	Lanyard Badge Reels/Badge Holders/Copy Paper	60860	\$105.70
Amazon Capital Services	1FWN-DQYH-M1WM	001 013 518 20 31 00	GG-Operating Costs	Badge Reels/Lanyards	60860	\$79.75
Amazon Capital Services	1LQN-NCDL-MCTN	101 016 544 90 31 02	ST-Operating Cost	Sqwincher Sqweeze Pops	60860	\$115.68
Amazon Capital Services	1LQN-NCDL-MCTN	410 016 531 10 31 02	SW - Operating Costs	Sqwincher Sqweeze Pops	60860	\$115.68
Amazon Capital Services	1MQX-Q7ND-4DYH	001 001 511 60 31 00	Legislative - Operating Costs	Wireless Mouse for Council	60860	\$14.15
Amazon Capital Services	1MQX-Q7ND-4DYH	001 005 518 10 31 00	HR-Office Supplies	Office Supplies for L Frederick	60860	\$88.34
Amazon Capital Services	1MQX-Q7ND-4DYH	001 007 558 50 31 00	PL-Office Supplies	Pens - N Faz	60860	\$10.15
Amazon Capital Services	1MQX-Q7ND-4DYH	001 013 518 20 31 00	GG-Operating Costs	Kleenex Tissues	60860	\$79.85

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Amazon Capital Services	1NTK-MXPL-4Y7R	001 008 521 20 31 00	LE-Office Supplies	Printer Ink	60860	\$116.83
Amazon Capital Services	1Q3N-PVHV-MK7P	001 005 518 10 31 03	HR-Emp Recognition Supplies	Folders/Certificate Holders	60860	\$41.64
Amazon Capital Services	1QJG-KGPN-RYDK	001 006 518 80 31 00	IT-Office Supplies	MiniDisplay Port Cable/iPhone Screen Protector	60860	\$25.16
Amazon Capital Services	1RHC-MXP4-DGQ7	410 016 531 10 31 02	SW - Operating Costs	iPhone Cases	60860	\$120.20
Amazon Capital Services	1RVV-TXN3-16D6	001 005 518 10 31 01	HR-Operating Cost	Chair/Hanging File Folder/Dry Erase Calendar	60860	\$312.91
Amazon Capital Services	1RVV-TXN3-16D6	001 006 518 80 31 00	IT-Office Supplies	Foot Rest/Elbow Rest Pad	60860	\$46.76
Amazon Capital Services	1RVV-TXN3-16D6	001 013 518 20 31 00	GG-Operating Costs	Batteries/Post It Notes	60860	\$22.44
Amazon Capital Services	1RY3-6TPL-RW6N	001 003 514 20 31 00	CC-Office Supply	Document Folder Envelopes	60860	\$8.72
Amazon Capital Services	1VF9-CTMR-6G74	001 010 576 80 31 08	PK-Special Event Supplies	Canopy Roller Bag	60860	\$84.02
Amazon Capital Services	1VF9-CTMR-6G74	530 016 594 48 60 00	Purchase Of Capital Equipment	Adjustable Headache Rack	60860	\$212.85
Amazon Capital Services	1W4L-K9HW-D47J	001 010 576 80 31 00	PK-Operating Costs	Locked Mill Supply Holder Tool Box for Vehicles	60860	\$67.62
Amazon Capital Services	1W4L-K9HW-D47J	001 010 576 80 31 00	PK-Operating Costs	Phone Chargers for Training Room	60860	\$13.11
Amazon Capital Services	1W4L-K9HW-D47J	101 016 544 90 31 02	ST-Operating Cost	Phone Chargers for Training Room	60860	\$13.11
Amazon Capital Services	1W4L-K9HW-D47J	410 016 531 10 31 02	SW - Operating Costs	Phone Chargers for Training Room	60860	\$13.11
					60860 Total	\$2,417.65
Assoc of Washington Cities EFT	55781	001 000 283 00 00 00	Payroll Liability Medical	Medical Insurance Premium	EFT	\$231,292.06
Assoc of Washington Cities EFT	55781	001 010 576 80 20 00	PK-Benefits	Medical Insurance Premium - T.Button	EFT	\$236.61
Assoc of Washington Cities EFT	55781	001 013 518 30 20 00	GG-Benefits	Medical Insurance Premium - T.Button	EFT	\$394.35
Assoc of Washington Cities EFT	55781	101 016 542 30 20 00	ST-Benefits	Medical Insurance Premium - T.Button	EFT	\$78.87
Assoc of Washington Cities EFT	55781	410 016 531 10 20 00	SW-Benefits	Medical Insurance Premium - T.Button	EFT	\$78.87
					EFT Total	\$232,080.76
Bickford Motors Inc	1267802	101 016 544 90 31 02	ST-Operating Cost	Lamp Assy PW2	60861	\$113.45
Bickford Motors Inc	1267802	410 016 531 10 31 02	SW - Operating Costs	Lamp Assy PW2	60861	\$113.45
					60861 Total	\$226.90
Brazel	061024 BRAZEL	001 002 513 11 43 00	AD-Travel & Meetings	AWWA Conf Anaheim CA Meal PerDiem	60862	\$296.00
					60862 Total	\$296.00
Bridge Coordination Services	2024-LKS4	001 008 521 20 41 01	LE-Professional Serv-Fixed	LS Victim Service Hours	60863	\$3,962.75
					60863 Total	\$3,962.75
Brummett Inc	21461	001 001 511 60 31 00	Legislative - Operating Costs	Name Badges - Shipman/Donoghue	60864	\$42.49
Brummett Inc	21461	001 001 513 10 31 00	Executive - Supplies	Name Badge - B Gailey	60864	\$21.25
					60864 Total	\$63.74
Business Card	BARNES 05-2024	001 008 521 20 31 00	LE-Office Supplies	Wireless Keyboard/Mouse	60851	\$65.57
Business Card	BARNES 05-2024	001 008 521 20 31 01	LE-Fixed Minor Equipment	Pepperball Air	60851	\$9.93
Business Card	BARNES 05-2024	001 008 521 20 43 00	LE-Travel & Per Diem	K9 Recert Training Hotel - D Dreher	60851	\$939.60
Business Card	BARNES 05-2024	001 008 521 40 49 01	LE-Registration Fees	Advanced SRO Training Registration - J Kilroy	60851	\$400.00
Business Card	BARNES 05-2024	001 008 521 40 49 01	LE-Registration Fees	Beyond the Basics of Field Training Registration	60851	\$1,000.00
Business Card	BARNES 05-2024	001 008 521 40 49 01	LE-Registration Fees	The Reid Technique for Patrol Officers Training	60851	\$99.00
Business Card	BARNES 05-2024	520 008 594 21 63 00	Vehicles - Capital Equip	PD Vehicle Long Arm Car Opening	60851	\$468.55
Business Card	BRAZEL 05-2024	001 002 513 11 43 00	AD-Travel & Meetings	AWWA Spokane Uber from Airport to Conf	60851	\$32.80
Business Card	BRAZEL 05-2024	001 002 513 11 43 00	AD-Travel & Meetings	Monthly MAG Lunch Meeting	60851	\$21.11
Business Card	BRAZEL 05-2024	001 002 513 11 43 00	AD-Travel & Meetings	Sherwood - 91st Lunch Meeting	60851	\$67.25
Business Card	BRAZEL 05-2024	001 002 513 11 43 00	AD-Travel & Meetings	TLG Conf Airport Parking Fees - G Brazel	60851	\$185.00
Business Card	BRAZEL 05-2024	001 002 513 11 43 00	AD-Travel & Meetings	TLG Conf Cab Fees from Airport to Hotel - G Brazel	60851	\$42.00
Business Card	BRAZEL 05-2024	001 002 513 11 43 00	AD-Travel & Meetings	TLG Conf Hotel - G Brazel	60851	\$994.28
Business Card	BRYANT 05-2024	001 008 521 40 49 01	LE-Registration Fees	The Reid Technique for Patrol Officers Training	60851	\$99.00
Business Card	CLIFTON 05-2024	101 016 544 90 31 02	ST-Operating Cost	reMarkable 2/Marker Plus - C Clifton/S Farrant	60851	\$243.82
Business Card	CLIFTON 05-2024	410 016 531 10 31 02	SW - Operating Costs	Brass Yard Hydrant - Decant Facility	60851	\$130.74
Business Card	CLIFTON 05-2024	410 016 531 10 31 02	SW - Operating Costs	Decant Facility AsBuilt Supplies	60851	\$1,775.08

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Business Card	CLIFTON 05-2024	410 016 531 10 31 02	SW - Operating Costs	reMarkable 2/Marker Plus - C Clifton/S Farrant	60851	\$731.41
Business Card	DREHER 04-2024	001 008 521 20 31 08	LE - Business Meeting Supplies	FBI-LEEDA Command Leadership Cinn Rolls/Danishes	60851	\$19.96
Business Card	DREHER 04-2024	001 008 521 20 31 08	LE - Business Meeting Supplies	FBI-LEEDA Command Leadership Cookies/Bananas/Creamer	60851	\$46.26
Business Card	DREHER 04-2024	001 008 521 20 31 08	LE - Business Meeting Supplies	FBI-LEEDA Command Leadership Donuts	60851	\$28.96
Business Card	DREHER 04-2024	001 008 521 20 31 08	LE - Business Meeting Supplies	FBI-LEEDA Command Leadership Loaf Cake/Creamer/Snacks	60851	\$45.59
Business Card	DREHER 04-2024	001 008 521 20 31 08	LE - Business Meeting Supplies	FBI-LEEDA Command Leadership Water/Cookies	60851	\$14.35
Business Card	DREHER 04-2024	001 008 521 20 31 08	LE - Business Meeting Supplies	Fruit Tray for SCSPCA Meeting at LSPD	60851	\$11.99
Business Card	DREHER 04-2024	001 008 521 20 31 08	LE - Business Meeting Supplies	Water/Danishes/Cinn Rolls	60851	\$26.51
Business Card	DREHER 04-2024	001 008 521 20 43 00	LE-Travel & Per Diem	IALEFI Annual Conf Flight - M Hingtgen	60851	\$366.20
Business Card	DREHER 04-2024	001 008 521 40 49 01	LE-Registration Fees	Traffic Crash Reconstruction Course 1 & 2 Refund	60851	(\$2,590.00)
Business Card	DREHER 05-2024	001 008 521 20 42 00	LE-Communication	Postage Fees	60851	\$5.95
Business Card	DREHER 05-2024	001 008 521 20 43 01	LE-Business Meetings	Records Unit Retreat Meal	60851	\$107.00
Business Card	DREHER 05-2024	001 008 521 21 31 00	LE-Boating Minor Equipment	Float Vest	60851	\$107.55
Business Card	DREHER 05-2024	001 008 521 30 31 00	LE-Community Outreach Supplies	Storage Basket/Kraft Paper Filler	60851	\$6.56
Business Card	DREHER 05-2024	001 008 521 40 49 01	LE-Registration Fees	Advanced Smartphone Analysis Registration - K Parnell	60851	\$2,900.00
Business Card	FOX 05-2024	001 008 521 40 49 01	LE-Registration Fees	PRA Case Law Highlights Registration - K Putnam	60851	\$35.00
Business Card	FOX 05-2024	001 008 521 40 49 01	LE-Registration Fees	PRA Virtual Workshop Registration - K Putnam	60851	\$140.00
Business Card	FOX 05-2024	001 008 521 40 49 01	LE-Registration Fees	WAPRO Spring Conf Registration - M Schoenfelder	60851	\$65.00
Business Card	GAILEY 05-2024	001 001 513 10 43 00	Executive - Travel & Mtgs	TLG Conf Uber Fees - B Gailey	60851	\$94.84
Business Card	GARCEAU 05-2024	001 008 521 21 31 00	LE-Boating Minor Equipment	Anti-Fatigue Mats for PD Dock	60851	\$236.10
Business Card	GARCEAU 05-2024	001 010 576 80 31 00	PK-Operating Costs	Clear Acrylic Bulliten Board for Davies	60851	\$227.84
Business Card	GARCEAU 05-2024	001 010 576 80 31 01	PK-Ops-Clothing	5.11 Pant Samples	60851	\$746.52
Business Card	GARCEAU 05-2024	001 010 576 80 31 01	PK-Ops-Clothing	5.11 Uniform Pant Samples	60851	\$320.25
Business Card	GARCEAU 05-2024	001 010 576 80 31 04	PK-Vandalism Supplies	Graffiti Safewipes	60851	\$277.00
Business Card	GARCEAU 05-2024	001 010 576 80 31 04	PK-Vandalism Supplies	Spray Paint for Graffiti	60851	\$42.50
Business Card	GARCEAU 05-2024	001 010 576 80 31 08	PK-Special Event Supplies	Games Tug-of-War Ropes	60851	\$200.09
Business Card	GARCEAU 05-2024	001 010 576 80 31 08	PK-Special Event Supplies	Movie in the Park Supplies	60851	\$38.19
Business Card	GARCEAU 05-2024	001 010 576 80 42 01	PK-Advertising Services	Meta Campaign for May 4th Event	60851	\$2.00
Business Card	GOOD 05-2024	001 005 518 10 49 01	HR-Staff Development	Labor Relations Conf Registration - J Good	60851	\$345.00
Business Card	HALVERSON 05-2024	101 016 542 30 49 01	ST-Staff Development	Labor Relations Institute Registration - A Halverson	60851	\$172.50
Business Card	HALVERSON 05-2024	101 016 542 30 49 01	ST-Staff Development	MPAC Industry Leaders Panel Registration - K Klinkers	60851	\$22.50
Business Card	HALVERSON 05-2024	101 016 542 30 49 01	ST-Staff Development	MPAC Industry Leaders Panel Registration - W Ojalehto	60851	\$22.50
Business Card	HALVERSON 05-2024	101 016 544 90 31 02	ST-Operating Cost	Lifestyle Light Filtering Cellulars	60851	\$1,111.97
Business Card	HALVERSON 05-2024	410 016 531 10 35 00	SW - Small Tools	Onset HOBO MX Temp Light (7)	60851	\$707.84
Business Card	HALVERSON 05-2024	410 016 531 10 43 00	SW - Travel & Meetings	APWA Conf Hotel - O Anderson	60851	\$510.78
Business Card	HALVERSON 05-2024	410 016 531 10 49 01	SW - Staff Development	Labor Relations Institute Registration - A Halverson	60851	\$172.50
Business Card	HALVERSON 05-2024	410 016 531 10 49 01	SW - Staff Development	MPAC Industry Leaders Panel Registration - K Klinkers	60851	\$22.50
Business Card	HALVERSON 05-2024	410 016 531 10 49 01	SW - Staff Development	MPAC Industry Leaders Panel Registration - S Farrant	60851	\$45.00
Business Card	HALVERSON 05-2024	410 016 531 10 49 01	SW - Staff Development	MPAC Industry Leaders Panel Registration - W Ojalehto	60851	\$22.50
Business Card	HINGTGEN 05-2024	001 008 521 20 31 01	LE-Fixed Minor Equipment	PD Target Supplies	60851	\$399.10
Business Card	STEVENS B 05-2024	001 013 518 20 49 00	GG-Miscellaneous	MRSC Rosters Annual	60851	\$745.00
Business Card	STEVENS T 05-2024	001 006 518 80 43 00	IT-Travel & Meetings	Smartcities EXO Conf Flight	60851	\$691.20
Business Card	STEVENS T 05-2024	001 006 518 80 49 01	IT-Staff Development	ACCIS Membership Renewal	60851	\$225.00
Business Card	STEVENS T 05-2024	001 013 518 20 41 00	GG-Professional Service	Zoom Month to Month Subscription	60851	\$36.21
Business Card	THOMAS 05-2024	001 008 521 20 31 08	LE - Business Meeting Supplies	Water/Cookies for Investigations Presentation	60851	\$52.73
Business Card	THOMAS 05-2024	001 008 521 20 41 00	LE-Professional Services	Parking Fees for Background Investigation	60851	\$1.85
Business Card	UBERT 05-2024	001 008 521 20 41 01	LE-Professional Serv-Fixed	FUBO TV Monthly Subscription	60851	\$100.53
Business Card	UBERT 05-2024	001 008 521 20 43 00	LE-Travel & Per Diem	LEMAP Study Lunch	60851	\$9.79

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Business Card	UBERT 05-2024	001 008 521 20 43 01	LE-Business Meetings	Accreditat on-site Lunch	60851	\$41.69
Business Card	UBERT 05-2024	001 008 521 20 43 01	LE-Business Meetings	PD Record Oral Board Panel Lunch	60851	\$15.28
Business Card	WARRINGTON 05-2024	001 005 517 90 41 01	HR-City Training Program	PRIMA Conf Flight - M Roth	60851	\$636.20
Business Card	WARRINGTON 05-2024	001 005 517 90 41 01	HR-City Training Program	PRIMA Conf Hotel Deposit - M Roth	60851	\$289.46
Business Card	WARRINGTON 05-2024	001 005 517 90 41 01	HR-City Training Program	PRIMA Conf Registration - M Roth	60851	\$795.00
Business Card	WARRINGTON 05-2024	001 005 518 10 41 01	HR - Advertising/Marketing	QR Code Generator for Career Pages	60851	\$131.03
Business Card	WARRINGTON 05-2024	001 005 518 10 43 00	HR-Travel & Meetings	TGL Conf Hotel - A Warrington	60851	\$994.28
Business Card	WARRINGTON 05-2024	001 013 518 10 30 00	LEAN Training - Supplies	Coffee for Lean Green Belt Class	60851	\$21.86
Business Card	WEAVER 05-2024	001 001 511 60 31 00	Legislative - Operating Costs	Council Photo Prints for CH	60851	\$6.54
Business Card	WEAVER 05-2024	001 001 513 10 43 00	Executive - Travel & Mtgs	TLG Conf Hotel - B Gailey	60851	\$994.28
Business Card	WEAVER 05-2024	001 001 513 10 49 01	Executive - Prof. Development	AWC Annual Conf Registration - B Gailey	60851	\$500.00
Business Card	WEAVER 05-2024	001 001 513 10 49 01	Executive - Prof. Development	NRPA Membership Dues - B Gailey	60851	\$80.00
Business Card	WRIGHT 05-2024	001 007 558 50 41 04	Permit Related Professional Sr	Village Concepts SEPA/PH Legal Notice	60851	\$16.79
Business Card	WRIGHT 05-2024	001 007 558 50 43 00	PL-Travel & Mtgs	PAW Conf Hotel - C Schmidt	60851	\$238.40
Business Card	WRIGHT 05-2024	001 007 558 50 43 00	PL-Travel & Mtgs	PAW Conf Hotel - J Needham	60851	\$240.62
Business Card	WRIGHT 05-2024	004 013 518 63 40 00	PR - Sewer Assumption	Mailer - Sewer Letter from Mayor	60851	\$16,171.16
Business Card	YOUNG 05-2024	001 008 521 20 31 02	LE-Minor Equipment	Ghost Patch Custom Flexshield	60851	\$1,012.50
Business Card	YOUNG 05-2024	001 008 521 20 43 00	LE-Travel & Per Diem	NASRO School Safety Conf Flights - D Carter/J Kilroy	60851	\$732.40
Business Card	YOUNG 05-2024	111 008 521 20 31 01	Drug Seize - Canine Supplies	Dog Food	60851	\$64.37
					60851 Total	\$39,226.21
Canon Financial Services Inc	32422582	001 010 576 80 48 00	PK-Repair & Maintenance	QNN08471 Copier Lease PW Upstairs	60865	\$11.42
Canon Financial Services Inc	32422582	101 016 542 30 48 00	ST-Repair & Maintenance	QNN08471 Copier Lease PW Upstairs	60865	\$11.41
Canon Financial Services Inc	32422582	410 016 531 10 48 00	SW - Repairs & Maintenance	QNN08471 Copier Lease PW Upstairs	60865	\$11.41
Canon Financial Services Inc	32587717	001 008 521 20 48 00	LE-Repair & Maintenance Equip	2XW05905 Copier Lease PD Tax	60865	\$23.52
Canon Financial Services Inc	32587717	001 008 591 21 70 01	Lease Agreements	2XW05905 Copier Lease PD	60865	\$252.95
					60865 Total	\$310.71
Caracal Enterprises LLC	143458	001 010 576 80 41 00	PK-Professional Services	Venlite Services Suite for Kiosks at Davies/NC	60866	\$2,688.78
					60866 Total	\$2,688.78
CDW Government Inc	QW21031	520 008 594 21 63 04	LE - Body Worn Cameras	Wireless Keyboard/Mouse Combo	60867	\$57.94
CDW Government Inc	QW40431	510 006 518 80 31 00	Purchase Computer Equipment	Surface Laptop	60867	\$2,193.37
CDW Government Inc	QX60653	510 006 518 80 49 18	LR - Microsoft Enterprise Agmt	Microsoft Enterprise Agmt	60867	\$3,848.50
CDW Government Inc	QZ13009	510 006 594 18 64 00	Capital - Purch Computer Equip	Azure Gov Tenant	60867	\$212.56
CDW Government Inc	RB28317	510 006 518 80 31 00	Purchase Computer Equipment	iPad Pro (2) & Keyboards (2) - Council Replacements	60867	\$3,000.70
CDW Government Inc	RD36630	101 016 544 90 31 02	ST-Operating Cost	Surface Laptop - E Mangold	60867	\$1,789.76
CDW Government Inc	RD36630	410 016 531 10 31 02	SW - Operating Costs	Surface Laptop - E Mangold	60867	\$1,789.77
CDW Government Inc	RF81373	510 006 518 80 49 18	LR - Microsoft Enterprise Agmt	Annual Microsoft Suite	60867	\$88,290.83
					60867 Total	\$101,183.43
Central Welding Supply Co Inc	2027596	001 010 576 80 31 00	PK-Operating Costs	Argon/Centrashield/Propane	60868	\$36.01
Central Welding Supply Co Inc	2027596	101 016 544 90 31 02	ST-Operating Cost	Argon/Centrashield/Propane	60868	\$36.02
Central Welding Supply Co Inc	2027596	410 016 531 10 31 02	SW - Operating Costs	Argon/Centrashield/Propane	60868	\$36.01
Central Welding Supply Co Inc	2048588	001 010 576 80 31 00	PK-Operating Costs	Oxygen/Centrashield/Propane	60868	\$92.69
Central Welding Supply Co Inc	2048588	101 016 544 90 31 02	ST-Operating Cost	Oxygen/Centrashield/Propane	60868	\$92.70
Central Welding Supply Co Inc	2048588	410 016 531 10 31 02	SW - Operating Costs	Oxygen/Centrashield/Propane	60868	\$92.70
Central Welding Supply Co Inc	2054977	001 010 576 80 31 00	PK-Operating Costs	Argon/Centrashield/Propane	60868	\$36.02
Central Welding Supply Co Inc	2054977	101 016 544 90 31 02	ST-Operating Cost	Argon/Centrashield/Propane	60868	\$36.01
Central Welding Supply Co Inc	2054977	410 016 531 10 31 02	SW - Operating Costs	Argon/Centrashield/Propane	60868	\$36.01
					60868 Total	\$494.17

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Cetrix Technologies LLC	8348	001 008 521 20 31 01	LE-Fixed Minor Equipment	Disposable Gloves	60869	\$251.40
					60869 Total	\$251.40
Cintas Loc 460	4192206856	001 010 576 80 41 00	PK-Professional Services	Parks Uniform Service	60870	\$54.30
					60870 Total	\$54.30
City of Everett	I240002842	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Laboratory Analysis	60871	\$333.00
City of Everett	I240002854	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Laboratory Analysis	60871	\$223.20
City of Everett	I240003388	001 008 554 30 41 00	LE-Animal Control	Animal Control Services 04-2024	60871	\$1,075.00
					60871 Total	\$1,631.20
City of Marysville	LKS24-004	001 013 512 52 40 00	GG-Municipal Court Fees 2022	Marysville Court Citations 04-2024	60872	\$14,589.16
					60872 Total	\$14,589.16
Comcast	04-2024 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - 20 S Davies Rd	60873	\$401.71
Comcast	04-2024 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - Frontier Park	60873	\$401.71
Comcast	04-2024 COMCAST	001 010 576 80 42 00	PK-Communication	Internet Services - Parks/Rec Office	60873	\$138.24
Comcast	04-2024 COMCAST	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	60873	\$329.98
					60873 Total	\$1,271.64
Connolly	042724 CONNOLLY	101 016 543 30 43 00	ST-Travel & Meetings	AWPA Winter Conf Meal PerDiem	60874	\$320.00
Connolly	042724 CONNOLLY	101 016 543 30 43 00	ST-Travel & Meetings	AWPA Winter Conf Uber Reimbursement	60874	\$207.44
					60874 Total	\$527.44
Cooper	051324 COOPER	001 008 521 20 43 00	LE-Travel & Per Diem	Animal Control Expo Meal PerDiem	60875	\$384.00
					60875 Total	\$384.00
Critical Insight Inc	2023-13282	510 006 518 80 49 40	LR - CI.Security (MDR)	CI Security Yearly Subscription	60876	\$6,806.72
					60876 Total	\$6,806.72
DataQuest LLC	23116	001 008 521 20 41 00	LE-Professional Services	Background Checks	60877	\$45.00
DataQuest LLC	23116	001 010 576 80 41 00	PK-Professional Services	Background Checks	60877	\$261.66
DataQuest LLC	23116	101 016 542 30 41 02	ST-Professional Service	Background Checks	60877	\$106.17
DataQuest LLC	23116	410 016 531 10 41 01	SW - Professional Services	Background Checks	60877	\$24.67
					60877 Total	\$437.50
Dept of Licensing	051124 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 04/14/24 - 05/11/24	60878	\$420.00
					60878 Total	\$420.00
Dept of Retirement (Deferred Comp)	5102024	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferred	EFT	\$7,657.03
					EFT Total	\$7,657.03
Dept of Retirement PERS LEOFF	5102024	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	EFT	\$87,144.67
Dept of Retirement PERS LEOFF	5102024	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions - State	EFT	\$250.75
					EFT Total	\$87,395.42
Dept of Revenue EFT	04-2024 EXCISE	001 013 518 90 49 06	GG-Excise Tax	Excise Taxes 04-2024	EFT	\$767.20
Dept of Revenue EFT	04-2024 EXCISE	410 016 531 10 44 00	SW-Excise Taxes	Excise Taxes 04-2024	EFT	\$286.01
					EFT Total	\$1,053.21
Dunlap Industrial Hardware	397682-1	410 016 531 10 31 02	SW - Operating Costs	Galv PC Chain/Rope	60879	\$293.83
					60879 Total	\$293.83
EFTPS	5102024	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	EFT	\$153,986.60
					EFT Total	\$153,986.60
Eglestad	051524 EGLESTAD	001 013 582 10 00 00	Refund of Deposit	LS24-Eglestad_2-15 Mill Deposit Refund	60880	\$150.00
					60880 Total	\$150.00
Electronic Business Machines	AR275398	001 010 576 80 48 00	PK-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	60881	\$64.66
Electronic Business Machines	AR275398	101 016 542 30 48 00	ST-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	60881	\$64.66
Electronic Business Machines	AR275398	410 016 531 10 48 00	SW - Repairs & Maintenance	Printer Copy Fees PW - 2YJ14491	60881	\$64.66
Electronic Business Machines	AR276788	001 010 576 80 48 00	PK-Repair & Maintenance	Printer Copy Fees PW - QNN08471	60881	\$10.19
Electronic Business Machines	AR276788	101 016 542 30 48 00	ST-Repair & Maintenance	Printer Copy Fees PW - QNN08471	60881	\$10.19

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Electronic Business Machines	AR276788	410 016 531 10 48 00	SW - Repairs & Maintenance	Printer Copy Fees PW - QNN08471	60881	\$10.19
Electronic Business Machines	AR277136	001 008 521 50 48 00	LE-Facility Repair & Maint	Printer Copy Fees PD - 2WU09725	60881	\$54.20
Electronic Business Machines	AR277692	001 008 521 50 48 00	LE-Facility Repair & Maint	Printer Copy Fees PD - 2XW05905	60881	\$129.28
Electronic Business Machines	CM31657	001 010 576 80 48 00	PK-Repair & Maintenance	Credit Duplicate Pymt Inv #AR270540	60881	(\$59.57)
Electronic Business Machines	CM31657	101 016 542 30 48 00	ST-Repair & Maintenance	Credit Duplicate Pymt Inv #AR270540	60881	(\$59.57)
Electronic Business Machines	CM31657	410 016 531 10 48 00	SW - Repairs & Maintenance	Credit Duplicate Pymt Inv #AR270540	60881	(\$59.57)
					60881 Total	\$229.32
Employment Security Dept	24-017614-RDUD5	001 008 521 20 41 01	LE-Professional Serv-Fixed	ESD Records Disclosure Basic Charge	60882	\$3.50
					60882 Total	\$3.50
Enterprise FM Trust	633992-050324	001 008 521 20 48 00	LE-Repair & Maintenance Equip	PD Vehicle Maint Fees	60883	\$257.71
Enterprise FM Trust	633992-050324	520 008 594 21 63 00	Vehicles - Capital Equip	PD Vehicle Lease Fees	60883	\$5,056.46
					60883 Total	\$5,314.17
Ewing	051124 EWING	001 003 514 20 43 00	CC-Travel & Meetings	DC Fly In Uber to Airport Reimbursement	60884	\$25.00
					60884 Total	\$25.00
Facet NW Inc	54460	411 016 594 31 60 07	Wier Replacement Scope Design	Weir Replacement	60885	\$20,928.25
					60885 Total	\$20,928.25
Fastenal Company	MN019848350	101 016 542 30 41 02	ST-Professional Service	FAST Program Fees 05-2024	60886	\$5.47
Fastenal Company	MN019848350	410 016 531 10 41 01	SW - Professional Services	FAST Program Fees 05-2024	60886	\$5.46
Fastenal Company	WAARN172586	101 016 544 90 31 02	ST-Operating Cost	Gloves/InstShine	60886	\$46.41
Fastenal Company	WAARN172586	410 016 531 10 31 02	SW - Operating Costs	Gloves/InstShine	60886	\$46.41
Fastenal Company	WAARN172587	101 016 544 90 31 02	ST-Operating Cost	Earplugs/Gloves/WoodPrune/QwikStiks	60886	\$374.99
Fastenal Company	WAARN172587	410 016 531 10 31 02	SW - Operating Costs	Earplugs/Gloves/WoodPrune/QwikStiks	60886	\$374.99
Fastenal Company	WAARN172700	101 016 544 90 31 02	ST-Operating Cost	Safety Glasses/Wipes/Knock'erLoose/Hornet Killer/Gloves	60886	\$117.09
Fastenal Company	WAARN172700	410 016 531 10 31 02	SW - Operating Costs	Safety Glasses/Wipes/Knock'erLoose/Hornet Killer/Gloves	60886	\$117.09
Fastenal Company	WAARN172822	101 016 544 90 31 02	ST-Operating Cost	Gloves/Glasses/Earplugs/Wipes/QwikStiks	60886	\$158.79
Fastenal Company	WAARN172822	410 016 531 10 31 02	SW - Operating Costs	Gloves/Glasses/Earplugs/Wipes/QwikStiks	60886	\$158.80
Fastenal Company	WAARN172942	101 016 544 90 31 02	ST-Operating Cost	ZincHex Lags	60886	\$7.87
Fastenal Company	WAARN172942	410 016 531 10 31 02	SW - Operating Costs	ZincHex Lags	60886	\$7.88
Fastenal Company	WAARN172943	101 016 544 90 31 02	ST-Operating Cost	Glasses/Batteries/Earplugs/Wipes/QwikStiks	60886	\$39.07
Fastenal Company	WAARN172943	410 016 531 10 31 02	SW - Operating Costs	Glasses/Batteries/Earplugs/Wipes/QwikStiks	60886	\$39.07
Fastenal Company	WAARN173047	101 016 544 90 31 02	ST-Operating Cost	Glasses/Duct Tape/Wipes/Gloves/Batteries/QwikStiks	60886	\$146.96
Fastenal Company	WAARN173047	410 016 531 10 31 02	SW - Operating Costs	Glasses/Duct Tape/Wipes/Gloves/Batteries/QwikStiks	60886	\$146.96
					60886 Total	\$1,793.31
Galls LLC	27570753	001 008 521 20 31 01	LE-Fixed Minor Equipment	QM Uniform Samples	60887	\$221.83
Galls LLC	27570857	001 008 521 20 31 01	LE-Fixed Minor Equipment	QM Uniform Samples - Trousers/Shirts/Pullover	60887	\$587.03
Galls LLC	27571693	001 008 521 20 31 01	LE-Fixed Minor Equipment	QM Uniform Samples - Womens Shirts	60887	\$117.24
Galls LLC	27604109	001 008 521 20 31 01	LE-Fixed Minor Equipment	QM Uniform Samples - DutyGuard Pullover	60887	\$185.68
Galls LLC	27636045	001 008 521 20 31 05	LE-Equipment - New Officers	Uniform Gear - A Hogan Credit	60887	(\$198.71)
Galls LLC	27698776	001 008 521 20 31 01	LE-Fixed Minor Equipment	NIK Test Kits	60887	\$64.92
Galls LLC	27758609	001 008 521 20 31 01	LE-Fixed Minor Equipment	QM PD Embs	60887	\$852.54
Galls LLC	27788881	001 008 521 20 31 01	LE-Fixed Minor Equipment	QM Uniform Samples - Baton/Pouches/Handcuffs/HSGL	60887	\$225.82
Galls LLC	27788944	001 008 521 20 31 01	LE-Fixed Minor Equipment	QM Uniform Samples - Mens Shirts	60887	\$115.34
Galls LLC	27793325	001 008 521 20 31 01	LE-Fixed Minor Equipment	QM Uniform Samples - Radio Holder	60887	\$78.70
					60887 Total	\$2,250.39
Gardner	934	520 008 594 21 63 00	Vehicles - Capital Equip	Equipment Installed PT-24-07	60888	\$2,497.80
Gardner	936	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Equipment Removal from PD Vehicle	60888	\$162.90
Gardner	938	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Equipment Removal PT-18-79	60888	\$217.20
					60888 Total	\$2,877.90

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Goldson Smith	042924 DAWN	001 010 576 80 43 00	PK-Travel & Meetings	DigiMarCon Conf Parking Reimbursement	60889	\$36.00
					60889 Total	\$36.00
Good	050824 GOOD	001 005 518 10 43 00	HR-Travel & Meetings	Labor Relations Institute Meal PerDiem	60890	\$90.00
					60890 Total	\$90.00
Grainger	9106843007	410 016 531 10 31 02	SW - Operating Costs	Bottle/Jug/Volumetric Flask/Laser Paper	60891	\$212.78
Grainger	9106843015	410 016 531 10 31 02	SW - Operating Costs	Volumetric Flask	60891	\$56.41
					60891 Total	\$269.19
Granite Construction Supply	102252	101 016 542 64 31 00	ST-Traffic Control - Supply	Street Signs	60892	\$470.37
Granite Construction Supply	102253	101 016 542 64 31 00	ST-Traffic Control - Supply	Corner Bolts/Flanged Nuts/Brackets/Cross Pieces	60892	\$987.23
Granite Construction Supply	102305	101 016 544 90 31 02	ST-Operating Cost	Safector Yellow Type IV	60892	\$325.06
Granite Construction Supply	102306	101 016 542 64 31 00	ST-Traffic Control - Supply	White Flats w/Skid Optics	60892	\$1,978.20
Granite Construction Supply	102325	101 016 544 90 31 02	ST-Operating Cost	Band-IT Single Bolt Glared Leg/Post Straps	60892	\$99.13
Granite Construction Supply	102461	101 016 542 64 31 00	ST-Traffic Control - Supply	Temp Traffic Signal Rental	60892	\$10,000.00
Granite Construction Supply	102471	101 016 542 64 31 00	ST-Traffic Control - Supply	Thermoplastic Letters/Numbers	60892	\$1,483.65
Granite Construction Supply	102528	101 016 542 64 31 00	ST-Traffic Control - Supply	White Flats w/Skid Optics	60892	\$5,275.20
					60892 Total	\$20,618.84
Green Dot Concrete LLC	51166	101 016 542 70 31 01	ST-Beautification Street Signs	Concrete for Beautification Signs	60893	\$695.51
					60893 Total	\$695.51
Greenshields Industrial Supply Inc	137455	410 016 531 10 31 02	SW - Operating Costs	SDS Plus	60894	\$56.62
					60894 Total	\$56.62
Halverson	050824 AARON	101 016 543 30 43 00	ST-Travel & Meetings	Labor Relations Institute Hotel Reimbursement	60895	\$167.46
Halverson	050824 AARON	101 016 543 30 43 00	ST-Travel & Meetings	Labor Relations Institute Meal PerDiem	60895	\$45.00
Halverson	050824 AARON	410 016 531 10 43 00	SW - Travel & Meetings	Labor Relations Institute Hotel Reimbursement	60895	\$167.46
Halverson	050824 AARON	410 016 531 10 43 00	SW - Travel & Meetings	Labor Relations Institute Meal PerDiem	60895	\$45.00
					60895 Total	\$424.92
Hathaway	36594	001 005 518 10 31 01	HR-Operating Cost	Nameplate - L Frederick	60896	\$35.99
Hathaway	36594	001 007 558 50 31 00	PL-Office Supplies	Nameplate - J Needham	60896	\$22.87
					60896 Total	\$58.86
Honey Bucket	554145233	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Catherine Creek Disk Golf	60897	\$167.75
Honey Bucket	554145234	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Oak Hill	60897	\$264.50
Honey Bucket	554148941	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Lundeen Park Temp	60897	\$290.95
Honey Bucket	554154506	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Eagle Ridge	60897	\$142.00
Honey Bucket	554164393	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	60897	\$219.05
					60897 Total	\$1,084.25
HRA VEBA Trust YA20192	5102024	001 000 283 00 00 00	Payroll Liability Medical	Employee VEBA Contributions	60844	\$4,893.24
					60844 Total	\$4,893.24
HSA Bank	5102024	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contriubutions	60845	\$395.00
					60845 Total	\$395.00
IAPE	M24-C692008	001 008 521 20 49 00	LE-Dues & Memberships	2024 IAPE Membership - A Fox	60898	\$65.00
IAPE	M24-C692224	001 008 521 20 49 00	LE-Dues & Memberships	2024 IAPE Membership - Barnes	60898	\$65.00
					60898 Total	\$130.00
ICONIX Waterworks US Inc	U2416015936	101 016 544 90 31 02	ST-Operating Cost	PVC Pipe/Caps	60899	\$320.29
					60899 Total	\$320.29
Industrial Bolt & Supply Inc	844147-1	101 016 544 90 31 02	ST-Operating Cost	Braided Sleeving/Tie Wraps/Mini Flaps/Drills/Discs	60900	\$214.32
Industrial Bolt & Supply Inc	844147-1	410 016 531 10 31 02	SW - Operating Costs	Braided Sleeving/Tie Wraps/Mini Flaps/Drills/Discs	60900	\$214.31
Industrial Bolt & Supply Inc	845269-1	101 016 544 90 31 02	ST-Operating Cost	Nylon/Tek Zip/Connectors	60900	\$169.16
Industrial Bolt & Supply Inc	845269-1	410 016 531 10 31 02	SW - Operating Costs	Nylon/Tek Zip/Connectors	60900	\$169.17
					60900 Total	\$766.96

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Ink It Your Way LLC	10452	001 008 521 20 31 01	LE-Fixed Minor Equipment	Pullover/Polo with LSPD Logo	60901	\$89.45
					60901 Total	\$89.45
Iron Mountain Quarry LLC	6704	410 016 531 10 31 02	SW - Operating Costs	Gravel	60902	\$235.80
					60902 Total	\$235.80
Jorstad	050724 JORSTAD	001 003 514 20 43 00	CC-Travel & Meetings	EASC DC Fly In Parking/Uber Reimbursements	60903	\$186.43
					60903 Total	\$186.43
Lake Stevens Police Guild	5102024	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	60846	\$1,298.75
					60846 Total	\$1,298.75
Lake Stevens Sewer District	1195 05-2024	001 010 576 80 47 00	PK-Utilities	Sewer - Cedarwood Park Acct 1195-01	60904	\$99.00
Lake Stevens Sewer District	12326 05-2024	001 010 576 80 47 00	PK-Utilities	Sewer - Boat Launch Restrooms Acct 12326-01	60904	\$100.00
Lake Stevens Sewer District	13135 05-2024	101 016 543 50 47 00	ST-Utilities	Sewer - Decant Facility Acct 13135-01	60904	\$24.75
Lake Stevens Sewer District	13135 05-2024	401 070 535 10 47 01	Sewer Dist Utilities	Sewer - Decant Facility Acct 13135-01	60904	\$49.50
Lake Stevens Sewer District	13135 05-2024	410 016 531 10 47 00	SW - Utilities	Sewer - Decant Facility Acct 13135-01	60904	\$24.75
Lake Stevens Sewer District	2538 05-2024	001 010 576 80 47 00	PK-Utilities	Sewer - Lundeen Park Acct 2538-02	60904	\$198.00
Lake Stevens Sewer District	3628 05-2024	001 010 576 80 47 00	PK-Utilities	Sewer - Davies Beach Acct 3628-02	60904	\$99.00
Lake Stevens Sewer District	5189 05-2024	005 000 518 20 40 01	Rental Property Utilities	Sewer - 10519 20th St SE 5189-04	60904	\$444.51
Lake Stevens Sewer District	6294 05-2024	001 008 521 50 47 00	LE-Facility Utilities	Sewer - PD Evidence Bldg Acct 6294-04	60904	\$99.00
Lake Stevens Sewer District	6296 05-2024	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Station Acct 6296-03	60904	\$198.00
Lake Stevens Sewer District	6390 05-2024	005 000 518 20 40 01	Rental Property Utilities	Sewer - Leased Comm Building Acct 6390-03	60904	\$140.25
Lake Stevens Sewer District	6666 05-2024	001 012 575 30 47 00	CS- Museum - Utilities	Sewer - Museum Acct 6666-01	60904	\$99.00
Lake Stevens Sewer District	6671 05-2024	001 013 518 20 47 00	GG-Utilities	Sewer - City Hall Acct 6671-01	60904	\$99.00
Lake Stevens Sewer District	6810 05-2024	001 012 575 50 47 00	CS- The Mill- Utilities	Sewer - The Mill Acct 6810-01	60904	\$198.00
Lake Stevens Sewer District	7002 05-2024	001 010 576 80 47 00	PK-Utilities	Sewer - North Cove Park Restroom 7002-01	60904	\$99.00
Lake Stevens Sewer District	8710 05-2024	001 008 521 50 47 00	LE-Facility Utilities	Sewer - Police Training Bldg Acct 8710-03	60904	\$99.00
Lake Stevens Sewer District	9902 05-2024	001 012 572 20 47 00	CS- Library-Utilities	Sewer - Library Grade Rd Acct 9902-01	60904	\$99.00
					60904 Total	\$2,169.76
Lemay Mobile Shredding Inc	48403865185	001 010 576 80 41 00	PK-Professional Services	Shredding Services PW Late Fees	60905	\$0.34
Lemay Mobile Shredding Inc	48403865185	101 016 542 30 41 02	ST-Professional Service	Shredding Services PW Late Fees	60905	\$0.33
Lemay Mobile Shredding Inc	48403865185	410 016 531 10 41 01	SW - Professional Services	Shredding Services PW Late Fees	60905	\$0.33
					60905 Total	\$1.00
Lowes Companies	920953	001 008 521 20 31 02	LE-Minor Equipment	Dyson Cordless Vacuums (3)	60906	\$1,472.08
					60906 Total	\$1,472.08
McLoughlin & Eardley Group Inc	275803	001 008 521 50 30 02	LE-Fleet Minor Equipment	Police Interceptor Running Board Mounting Kit	60907	\$64.49
					60907 Total	\$64.49
Millerstoultime	4162480954	101 016 544 90 31 02	ST-Operating Cost	Multi-Piece Lockout Kit	60908	\$126.05
Millerstoultime	4162480954	410 016 531 10 31 02	SW - Operating Costs	Multi-Piece Lockout Kit	60908	\$126.05
Millerstoultime	4232481279	101 016 544 90 31 02	ST-Operating Cost	Crimp Cutters/Caliper Hook	60908	\$43.72
Millerstoultime	4232481279	410 016 531 10 31 02	SW - Operating Costs	Crimp Cutters/Caliper Hook	60908	\$43.71
Millerstoultime	4302481545	101 016 544 90 31 02	ST-Operating Cost	Terminal Tool Harness Case	60908	\$9.97
Millerstoultime	4302481545	410 016 531 10 31 02	SW - Operating Costs	Terminal Tool Harness Case	60908	\$9.98
					60908 Total	\$359.48
MissionSquare - 108991	6885443	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	60847	\$502.96
					60847 Total	\$502.96
MissionSquare - 307428	6576326	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	60848	\$2,442.34
					60848 Total	\$2,442.34
Naten	051124 NATEN	001 013 582 10 00 00	Refund of Deposit	LS24-Naten_5-11 Mill Deposit Refund	60909	\$150.00
					60909 Total	\$150.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Nationwide Retirement Solution	5102024	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	EFT	\$6,414.67
					EFT Total	\$6,414.67
New York Life	Y6W_20240503	001 000 284 00 00 00	Payroll Liability Other	Whole Life Insurance Premiums	EFT	\$147.00
					EFT Total	\$147.00
New York Life EFT	Apr-24	001 001 513 10 20 00	Executive - Benefits	GTL Insurance Premiums	EFT	\$79.38
New York Life EFT	Apr-24	001 002 513 11 20 00	AD-Benefits	GTL Insurance Premiums	EFT	\$86.87
New York Life EFT	Apr-24	001 003 514 20 20 00	CC-Benefits	GTL Insurance Premiums	EFT	\$76.81
New York Life EFT	Apr-24	001 004 514 23 20 00	FI-Benefits	GTL Insurance Premiums	EFT	\$310.13
New York Life EFT	Apr-24	001 005 518 10 20 00	HR-Benefits	GTL Insurance Premiums	EFT	\$250.45
New York Life EFT	Apr-24	001 006 518 80 20 00	IT-Benefits	GTL Insurance Premiums	EFT	\$197.01
New York Life EFT	Apr-24	001 007 558 50 20 00	PL-Benefits	GTL Insurance Premiums	EFT	\$652.31
New York Life EFT	Apr-24	001 007 559 30 20 00	PB-Benefits	GTL Insurance Premiums	EFT	\$371.08
New York Life EFT	Apr-24	001 008 521 20 20 00	LE-Benefits	GTL Insurance Premiums	EFT	\$1,916.74
New York Life EFT	Apr-24	001 010 576 80 20 00	PK-Benefits	GTL Insurance Premiums	EFT	\$718.02
New York Life EFT	Apr-24	001 013 518 30 20 00	GG-Benefits	GTL Insurance Premiums	EFT	\$295.99
New York Life EFT	Apr-24	101 016 542 30 20 00	ST-Benefits	GTL Insurance Premiums	EFT	\$801.25
New York Life EFT	Apr-24	410 016 531 10 20 00	SW-Benefits	GTL Insurance Premiums	EFT	\$1,206.82
					EFT Total	\$6,962.86
NRPA Annual Conference Registration	052024-161929-176614	001 010 576 80 49 01	PK-Staff Development	NRPA Conf Registration - S Garceua	60910	\$695.00
					60910 Total	\$695.00
O Reilly Auto Parts	2960-460335	101 016 544 90 31 02	ST-Operating Cost	Motor Oil/Wiper Fluid	60911	\$93.51
O Reilly Auto Parts	2960-460335	410 016 531 10 31 02	SW - Operating Costs	Motor Oil/Wiper Fluid	60911	\$93.50
O Reilly Auto Parts	2960-463817	101 016 544 90 31 02	ST-Operating Cost	Motor Oil/Paper/Micro Mitt/Power Polisher/Power Cone	60911	\$136.57
O Reilly Auto Parts	2960-463817	410 016 531 10 31 02	SW - Operating Costs	Motor Oil/Paper/Micro Mitt/Power Polisher/Power Cone	60911	\$136.57
O Reilly Auto Parts	2960-465148	101 016 544 90 31 02	ST-Operating Cost	Battery PW19	60911	\$149.14
O Reilly Auto Parts	2960-465148	410 016 531 10 31 02	SW - Operating Costs	Battery PW19	60911	\$149.14
					60911 Total	\$758.43
Owen Equipment Company	114662	101 016 544 90 31 02	ST-Operating Cost	Rear Door Seal PW77	60912	\$387.45
Owen Equipment Company	114662	410 016 531 10 31 02	SW - Operating Costs	Rear Door Seal PW77	60912	\$387.45
Owen Equipment Company	114895	101 016 544 90 31 02	ST-Operating Cost	Rubber Hose/Hose End/Toggle Clamp PW77	60912	\$1,037.46
Owen Equipment Company	114895	410 016 531 10 31 02	SW - Operating Costs	Rubber Hose/Hose End/Toggle Clamp PW77	60912	\$1,037.47
					60912 Total	\$2,849.83
Perteet Inc	20240030.0000-2	001 007 558 50 41 00	PL-Professional Servic	Chapel Hill Wetland Delineation	60913	\$8,380.00
					60913 Total	\$8,380.00
Pilchuck Veterinary Hospital	852513	111 008 521 20 40 00	Drug Seize - Canine Prof Serv	Cia Wellness Vaccinations	60914	\$130.37
					60914 Total	\$130.37
PODS Enterprises LLC	PODS007111265	001 013 518 20 41 00	GG-Professional Service	POD Rental for Museum Storage	60915	\$179.25
PODS Enterprises LLC	PODS007287674	001 013 518 20 41 00	GG-Professional Service	POD Rental for Museum Storage	60915	\$179.25
PODS Enterprises LLC	PODS007292047	001 013 518 20 41 00	GG-Professional Service	POD Rental for Museum Storage	60915	\$179.25
					60915 Total	\$537.75
Public Safety Testing Inc	PSTI24-161	001 008 521 20 41 00	LE-Professional Services	Background Investigation - Police Officer Candidates	60916	\$2,161.25
					60916 Total	\$2,161.25
Right On Heating and Sheet Metal Inc	31580	005 000 518 20 40 02	Rental Property R&M	AC Repair 1812 S Lake Stevens Dental Office	60917	\$524.64
					60917 Total	\$524.64
Skyline Vinyl and Sign	1649	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Vehicle Graphics Installed	60918	\$5,410.35
Skyline Vinyl and Sign	1703	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Vehicle Graphics Removed	60918	\$382.55
					60918 Total	\$5,792.90

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Smarsh Inc	INV-168988	510 006 518 80 49 05	LR - Smarsh	Verizon MG Cloud MT	60919	\$786.00
					60919 Total	\$786.00
Snohomish Conservation District	7946	410 016 531 50 31 16	DOE - Capacity Grant Op Costs	Grant Reimbursements Q1 2024	60920	\$929.12
					60920 Total	\$929.12
Snohomish County 911	7147	001 008 528 00 41 00	LE-SNO911	Dispatch Services	60921	\$35,373.30
					60921 Total	\$35,373.30
Snohomish County PUD	100786045	005 000 518 20 40 01	Rental Property Utilities	224091256 10515 20th St SE	60922	\$169.33
Snohomish County PUD	100786045	005 000 518 20 40 01	Rental Property Utilities	224091256 10519 20th St SE	60922	\$198.31
Snohomish County PUD	106232869	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Mobile Water/Electric	60922	\$14.50
Snohomish County PUD	106233870	101 016 542 63 47 00	ST-Lighting - Utilities	201595113 Street Lights	60922	\$186.33
Snohomish County PUD	109516276	001 010 576 80 47 00	PK-Utilities	202340527 Old Decant 12701 36th St NE	60922	\$9.26
Snohomish County PUD	109516276	101 016 543 50 47 00	ST-Utilities	202340527 Old Decant 12701 36th St NE	60922	\$9.26
Snohomish County PUD	109516276	410 016 531 10 47 00	SW - Utilities	202340527 Old Decant 12701 36th St NE	60922	\$9.25
Snohomish County PUD	109521234	101 016 542 63 47 00	ST-Lighting - Utilities	201973682 Street Lights	60922	\$142.21
Snohomish County PUD	109521793	101 016 542 63 47 00	ST-Lighting - Utilities	201860178 Traffic Signal 9101 Market Pl	60922	\$69.01
Snohomish County PUD	109522965	001 010 576 80 47 00	PK-Utilities	200206019 North Cove Park Electric	60922	\$36.15
Snohomish County PUD	109522965	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	60922	\$55.61
Snohomish County PUD	109522965	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	60922	\$77.62
Snohomish County PUD	109522965	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Electric	60922	\$728.56
Snohomish County PUD	109522965	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Water	60922	\$61.85
Snohomish County PUD	109522965	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	60922	\$259.76
Snohomish County PUD	109522965	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	60922	\$266.82
Snohomish County PUD	109522965	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	60922	\$218.97
Snohomish County PUD	109522965	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	60922	\$45.19
Snohomish County PUD	116104052	101 016 542 63 47 00	ST-Lighting - Utilities	202648101 Street Lights Soper Hill Annex	60922	\$1,687.90
Snohomish County PUD	116104053	101 016 542 63 47 00	ST-Lighting - Utilities	202670725 Street Lights	60922	\$1,408.43
Snohomish County PUD	116111824	001 010 576 80 47 00	PK-Utilities	223759374 Cedarwood Water	60922	\$88.70
Snohomish County PUD	119399662	101 016 542 63 47 00	ST-Lighting - Utilities	202624367 Street Lights	60922	\$14,217.04
Snohomish County PUD	119401701	001 010 576 80 47 00	PK-Utilities	223477167 Mill Spur Electric	60922	\$82.32
Snohomish County PUD	122717214	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	60922	\$33.81
Snohomish County PUD	129303177	001 012 575 51 47 00	CS- Grimm House Utilities	223357641 Grimm House Electric	60922	\$188.12
Snohomish County PUD	129303875	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	60922	\$52.33
Snohomish County PUD	132607597	101 016 542 63 47 00	ST-Lighting - Utilities	204719074 Catherine Creek Bridge Lights	60922	\$31.80
					60922 Total	\$20,348.44
Snohomish County PUD	135908764	101 016 542 63 47 00	ST-Lighting - Utilities	203731153 Traffic Signals	60923	\$195.68
Snohomish County PUD	135909422	001 012 575 30 47 00	CS- Museum - Utilities	200558690 Museum Electric/Water	60923	\$72.19
Snohomish County PUD	135913320	001 010 576 80 47 00	PK-Utilities	222942633 North Cove BBQ Shelter Electric	60923	\$256.62
Snohomish County PUD	135915980	005 000 518 20 40 01	Rental Property Utilities	224091256 10515 20th St SE	60923	\$246.78
Snohomish County PUD	135915980	005 000 518 20 40 01	Rental Property Utilities	224091256 10519 20th St SE	60923	\$294.24
Snohomish County PUD	135918368	001 010 576 80 47 00	PK-Utilities	222509911 Davies Beach Electric/Water	60923	\$91.00
Snohomish County PUD	139116924	001 013 518 20 47 00	GG-Utilities	222931883 Row Club Wtr/Electric 12308 17th Pl NE	60923	\$146.44
Snohomish County PUD	145804706	001 010 576 80 47 00	PK-Utilities	223973587 Sunset Park Electric	60923	\$34.98
Snohomish County PUD	149088302	005 000 518 20 40 01	Rental Property Utilities	222450314 Commercial Bldg 1819 S Lake Stevens	60923	\$700.72
Snohomish County PUD	152400017	001 010 576 80 47 00	PK-Utilities	222658130 The Timbers Park Water	60923	\$30.77
Snohomish County PUD	158845536	001 010 576 80 47 00	PK-Utilities	222191298 North Cove Park Water	60923	\$70.09
Snohomish County PUD	162003719	001 010 576 80 47 00	PK-Utilities	221860174 Frontier Park Electric	60923	\$36.15
Snohomish County PUD	162006579	001 010 576 80 47 00	PK-Utilities	222625881 Froniter Circle Water	60923	\$61.85
Snohomish County PUD	165197847	001 010 576 80 47 00	PK-Utilities	222205049 Oak Park Electric	60923	\$42.92

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County PUD	165201684	001 010 576 80 47 00	PK-Utilities	222509887 Davies Beach Row Club Electric/Water	60923	\$174.66
Snohomish County PUD	168343786	101 016 542 63 47 00	ST-Lighting - Utilities	205338056 SR92 Roundabout at113th	60923	\$57.26
					60923 Total	\$2,512.35
Sound Publishing Inc	EDH982458	001 007 558 50 41 04	Permit Related Professional Sr	LUA2023-0137 Debois Boat Lift	60924	\$106.76
Sound Publishing Inc	EDH995630	001 013 518 30 41 01	GG-Advertising	CC Meeting Cancellation Notice	60924	\$24.20
Sound Publishing Inc	EDH995751	001 007 558 50 41 04	Permit Related Professional Sr	LUA2024-0064 Centennial Short Plat Final	60924	\$74.08
					60924 Total	\$205.04
Sound Security Inc	1131293	001 008 521 20 41 01	LE-Professional Serv-Fixed	Access/Instrusion/Fire/Elevator Monitoring PD	60925	\$1,196.25
Sound Security Inc	1131294	001 008 521 20 41 01	LE-Professional Serv-Fixed	Fire/Access Monitoring 10518 18th St SE	60925	\$98.25
Sound Security Inc	1133034	101 016 542 30 41 02	ST-Professional Service	Prox Cards	60925	\$60.11
Sound Security Inc	1133034	410 016 531 10 41 01	SW - Professional Services	Prox Cards	60925	\$60.12
					60925 Total	\$1,414.73
Sprague Pest Solutions	5402050	001 013 518 20 41 00	GG-Professional Service	Pest Control - Senior Center	60926	\$95.64
Sprague Pest Solutions	5432872	001 012 575 51 40 00	CS-Grimm House - Services	Pest Control - Grimm House	60926	\$105.20
Sprague Pest Solutions	5432917	001 013 518 20 41 00	GG-Professional Service	Pest Control - VIC	60926	\$95.64
					60926 Total	\$296.48
Stevens	050624 STEVENS	001 006 518 80 43 00	IT-Travel & Meetings	SmartCities Expo Meal PerDiem	60927	\$320.00
					60927 Total	\$320.00
Swank Motion Pictures Inc	BO2240337	001 010 576 80 31 08	PK-Special Event Supplies	Movies in the Park - The Goonies/Monsters Inc	60928	\$1,000.00
					60928 Total	\$1,000.00
Teamsters Local No 763	Apr-24	001 000 284 00 00 00	Payroll Liability Other	Union Dues	60849	\$2,022.00
					60849 Total	\$2,022.00
Teamsters Welfare Trust Dental EFT	Jun-24	001 000 283 00 00 00	Payroll Liability Medical	Teamsters Dental Premium	EFT	\$3,027.20
Teamsters Welfare Trust Dental EFT	Jun-24	001 010 576 80 20 00	PK-Benefits	Teamsters Dental Premium - K.Young	EFT	\$137.60
Teamsters Welfare Trust Dental EFT	Jun-24	001 010 576 80 20 00	PK-Benefits	Teamsters Dental Premium - T.Button	EFT	\$41.28
Teamsters Welfare Trust Dental EFT	Jun-24	001 013 518 30 20 00	GG-Benefits	Teamsters Dental Premium - T.Button	EFT	\$68.80
Teamsters Welfare Trust Dental EFT	Jun-24	101 016 542 30 20 00	ST-Benefits	Teamsters Dental Premium - T.Button	EFT	\$13.76
Teamsters Welfare Trust Dental EFT	Jun-24	410 016 531 10 20 00	SW-Benefits	Teamsters Dental Premium - T.Button	EFT	\$13.76
					EFT Total	\$3,302.40
Thyssenkrupp Elevator Corporation	3007871821	001 008 521 50 48 00	LE-Facility Repair & Maint	Elevator Service - 1825 S Lake Stevens 05/01/24 - 07/31/24	60929	\$948.98
					60929 Total	\$948.98
Tokuda	052024 TOKUDA	001 013 582 10 00 00	Refund of Deposit	LS23-Tokuda_1-20-23 Mill Deposit Refund	60930	\$150.00
					60930 Total	\$150.00
Transpo Group USA Inc	32543	101 016 542 30 41 03	ST - Prof Services - Comp Plan	Comp Plan Update	60931	\$9,797.50
					60931 Total	\$9,797.50
TranTech Engineering LLC	2022034-07	410 016 531 10 41 01	SW - Professional Services	36th Ave NE Inspections	60932	\$3,405.73
TranTech Engineering LLC	2024012-01	411 016 594 31 60 05	Catherine Creek/36th St Bridge	36th Ave NE/NE Catherine Creek Bridge Repair	60932	\$6,840.23
					60932 Total	\$10,245.96
Trueheart Family Counseling	1937	001 005 517 90 41 00	HR-Wellness Program	Mental Heath Counseling Services	60933	\$1,000.00
Trueheart Family Counseling	1937	001 008 521 20 41 02	LE-Prof Srv - Wellness Grant	Mental Heath Counseling Services	60933	\$2,000.00
					60933 Total	\$3,000.00
ULINE	177039273	101 016 544 90 31 02	ST-Operating Cost	Cleaning Supplies	60934	\$665.45
ULINE	177288136	001 010 576 80 31 00	PK-Operating Costs	Worktable Bay 5	60934	\$446.70
ULINE	177598994	001 010 576 80 31 00	PK-Operating Costs	Trail Sign - Reservation Sign NCOD	60934	\$741.81
					60934 Total	\$1,853.96
Verizon Wireless	9962382291	001 008 521 20 42 00	LE-Communication	Wireless Phone Service	60935	\$3,092.97
Verizon Wireless	9963041628	001 001 511 60 42 00	Legislative - Communication	Wireless Phone Service	60935	\$295.54
Verizon Wireless	9963041628	001 001 513 10 42 00	Executive - Communication	Wireless Phone Service	60935	\$42.22

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Verizon Wireless	9963041628	001 002 513 11 42 00	AD-Communications	Wireless Phone Service	60935	\$47.22
Verizon Wireless	9963041628	001 003 514 20 42 00	CC-Communications	Wireless Phone Service	60935	\$89.44
Verizon Wireless	9963041628	001 004 514 23 42 00	FI-Communications	Wireless Phone Service	60935	\$47.22
Verizon Wireless	9963041628	001 005 518 10 42 00	HR-Communications	Wireless Phone Service	60935	\$257.48
Verizon Wireless	9963041628	001 006 518 80 42 00	IT-Communications	Wireless Phone Service	60935	\$131.37
Verizon Wireless	9963041628	001 007 558 50 42 00	PL-Communication	Wireless Phone Service	60935	\$424.99
Verizon Wireless	9963041628	001 007 559 30 42 00	PB-Communication	Wireless Phone Service	60935	\$209.47
Verizon Wireless	9963041628	001 010 576 80 42 00	PK-Communication	Wireless Phone Service	60935	\$550.29
Verizon Wireless	9963041628	101 016 543 30 42 00	ST-Communications	Wireless Phone Service	60935	\$1,057.00
Verizon Wireless	9963041628	410 016 531 10 42 00	SW - Communications	Wireless Phone Service	60935	\$1,023.07
					60935 Total	\$7,268.28
Warrington	050824 ANYA	001 005 518 10 43 00	HR-Travel & Meetings	Labor Relations Institute Meal PerDiem Yakima	60936	\$90.00
Warrington	051624 ANYA	001 005 518 10 43 00	HR-Travel & Meetings	PRIMA Conf Flight Reimbursement Nashville TN	60936	\$676.20
Warrington	060624 ANYA	001 005 518 10 43 00	HR-Travel & Meetings	PRIMA Conf Meal PerDiem Nashville TN	60936	\$164.00
					60936 Total	\$930.20
Washington State Support Registry	5102024	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	EFT	\$843.45
					EFT Total	\$843.45
Wave	103946401-0010797	001 002 513 11 42 00	AD-Communications	Telephone Service	60937	\$73.17
Wave	103946401-0010797	001 003 514 20 42 00	CC-Communications	Telephone Service	60937	\$146.33
Wave	103946401-0010797	001 004 514 23 42 00	FI-Communications	Telephone Service	60937	\$146.33
Wave	103946401-0010797	001 005 518 10 42 00	HR-Communications	Telephone Service	60937	\$73.16
Wave	103946401-0010797	001 006 518 80 42 00	IT-Communications	Telephone Service	60937	\$219.51
Wave	103946401-0010797	001 007 558 50 42 00	PL-Communication	Telephone Service	60937	\$475.84
Wave	103946401-0010797	001 007 559 30 42 00	PB-Communication	Telephone Service	60937	\$73.17
Wave	103946401-0010797	001 008 521 20 42 00	LE-Communication	Telephone Service	60937	\$2,488.69
Wave	103946401-0010797	001 012 575 30 42 00	CS- Museum - Communications	Telephone Service	60937	\$73.17
Wave	103946401-0010797	001 012 575 50 42 00	CS- The Mill- Communication	Telephone Service	60937	\$73.17
Wave	103946401-0010797	001 013 518 20 42 00	GG-Communication	Telephone Service	60937	\$292.67
Wave	103946401-0010797	101 016 543 30 42 00	ST-Communications	Telephone Service	60937	\$421.08
Wave	103946401-0010797	410 016 531 10 42 00	SW - Communications	Telephone Service	60937	\$421.08
Wave	103946401-0010797	510 006 518 80 49 04	LR - WaveBroadband Fiber Lease	Fiber Leases	60937	\$1,268.82
					60937 Total	\$6,246.19
Western Conference of Teamsters Pension Trust	5102024	001 000 282 00 00 00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	60850	\$4,798.84
					60850 Total	\$4,798.84
Willards Pest Control Co	433569	001 008 521 50 48 00	LE-Facility Repair & Maint	Monthly Rodent Service - PD	60938	\$85.53
Willards Pest Control Co	433572	001 008 521 50 48 00	LE-Facility Repair & Maint	All Nuisance Ants - PD	60938	\$160.39
					60938 Total	\$245.92
Woldridge	050324 TONYA	001 010 576 80 31 08	PK-Special Event Supplies	Gaming by the Lake Event Supplies/Storage Reimbursement	60939	\$113.45
					60939 Total	\$113.45
Zions Bank	050324 ZIONS	412 016 591 31 70 00	2019 LTGO Bond - Principal	2019 LTGO Bond Principal	60852	\$66,000.00
Zions Bank	050324 ZIONS	412 016 592 31 80 00	2019 LTGO Bond - Interest	2019 LTGO Bond Interest	60852	\$788.70
					60852 Total	\$66,788.70
Ziply Fiber	05-2024 ZIPLY	001 012 575 30 47 00	CS- Museum - Utilities	Telephone Services Museum	60940	\$237.30
Ziply Fiber	05-2024 ZIPLY	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	60940	\$73.00
					60940 Total	\$310.30
Zoom Video Communications Inc	INV255312197	001 013 518 20 41 00	GG-Professional Service	Zoom Webinar Monthly Fee	60941	\$86.35
					60941 Total	\$86.35

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

May 14, 2024, 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. Council President Petershagen

ELECTED OFFICIALS PRESENT: Councilmembers Gary Petershagen, Kim Daughtry, Ryan Donoghue, Kymm Shipman, Steve Ewing, and Anji Jorstad.

ELECTED OFFICIALS ABSENT: Councilmember Marcus Tageant

Call to Order

Council President Petershagen called the meeting to order at 6:00 p.m.

Pledge of Allegiance

Council President Petershagen led the Pledge of Allegiance.

Roll Call

All Councilmembers were present except Councilmember Tageant. Mayor Gailey was out of town.

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Daughtry, to excuse Councilmember Tageant. The motion passed 6-0-0-1.

Approval of Agenda

Councilmember Petershagen stated that the Oath of Office for Corporal Chris Lyons would be rescheduled to another meeting.

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Jorstad, to amend the agenda by pulling the Public Meeting Guidelines off of consent and move to action and reschedule the Oath of Office for Chris Lyons. The motion passed 6-0-0-1.

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

Guest Business

Introduce Dawn Erickson, Administrative Assistant for Community Development

Introduce Lauren Frederick, Safety & Training Coordinator

Citizen Comments

Loretta Kussy, Lake Stevens. Loretta spoke about issues with Waste Management.

Bruce Morton Lake Stevens. Bruce spoke against the Flock Safety cameras. He also opposes a Fireworks ban in the City.

Council Business

Citizen Comments (continued due to technical issues)

Sue Fernald, Lake Stevens. Sue asked the Council to let the ballot vote stand about fireworks.

Consent Agenda

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

The consent agenda items were as follows:

- 2024 Vouchers
- City Council Meeting Minutes of April 23, 2024
- Resolution 2024-03 Comprehensive Emergency Management Base Plan 2024

Action Items

Public Meeting Guidelines

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Ewing, to amend the guidelines and codify the language (Language would read: "Keep to three minutes, if representing a group keep to 5 minutes"). The motion passed 6-0-0-1.

Purchase of 2202 Hartford Drive

Surface Water Coordinator Olin Anderson asked the Council to authorize the Mayor to sign and execute a purchase and sale agreement for 2202 Hartford Drive, for the price of \$135,000.00.

MOTION. Councilmember Ewing made a motion, seconded by Councilmember Jorstad, to authorize the Mayor to sign and execute a purchase and sale agreement for 2202 Hartford Drive, for the price of \$135,000.00.

AMENDMENT TO THE MOTION. Councilmember Petershagen made an amendment to the motion, seconded by Councilmember Donoghue, to amend language regarding the closing in Section 8.1 to read no later than 15 days after waiver of feasibility by the purchaser. The motion passed 6-0-0-1.

MOTION VOTE AS AMENDED: The motion passed 6-0-0-1.

Discussion Items

Flock Safety

Commander Dean Thomas discussed the flock safety program with the Council. Council and staff engaged in a discussion. Kristen MacLeod from Flock Safety was also present to answer questions. This item will come back for action at the May 28, 2024, meeting.

Ordinances Related to Fireworks

Council and staff discussed the Ordinances. City Attorney Rubstello explained that neither of the Ordinances ban fireworks. Ordinance 1180 prohibits fireworks in public places. This item will come for further discussion at the workshop on May 21, 2024.

Council Code of Conduct

Council discussed the draft Code of Conduct prepared by staff. This item will come back for action at the May 28, 2024, meeting.

Adjournment

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Donoghue, to adjourn the meeting. The motion passed 6-0-0-1.

The meeting adjourned at 7:57 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

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

May 21 2024, at 6:00 p.m.

By Remote Participation via Zoom and In Person at The Mill, 1808 Main Street, Lake Stevens.

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

ELECTED OFFICIALS PRESENT: Mayor Brett Gailey, Councilmembers Kim Daughtry, Gary Petershagen, Steve Ewing, Marcus Tageant, Anji Jorstad and Ryan Donoghue

ELECTED OFFICIALS ABSENT: Councilmember Kymm Shipman

Call to Order

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

Discussion Items

Snohomish County Sports Commission Presentation

Tammy Dunn, from Snohomish County Sports Commission

Private Stormwater Facility Data Review for SWM Fee Discussion

Stormwater Manager Farrant reviewed the fees with the Council.

Affordable Housing and Behavioral Health Fund (AHBH) Interlocal Agreement (ILA) with Snohomish County

Director Wright presented the ILA. This item will come back to the consent agenda on May 28, 2024.

Alliance for Affordable Housing ILA Amendment

Director Wright presented the amendment to the ILA. This item will come back to the consent agenda on May 28, 2024.

Fleet Leasing Program Update

Public Works Analyst Erickson reviewed City fleet options for Parks, Public Works, and other Departments at City Hall.

Facilities Maintenance Needs Analysis

Operations Manager Clifton presented the facilities maintenance needs for the Public Work Department. Further analysis will come back to the Council.

Ordinance 1180 – Fireworks

City Attorney Rubstello explained Ordinance 1180 that would prohibit fireworks in public places. This Ordinance will come back for action on May 28, 2024.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Petershagen, to extend the meeting no longer than an additional 15 minutes. The motion passed 6-0-0-1.

City Flag Design Update

Director Wright presented the flag options with the Council.

Adjournment

The meeting adjourned at 8:06 pm.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

CITY COUNCIL STAFF REPORT



Agenda Date: 5/28/2024

Subject: Agreement for Flock Safety Program

Contact Person/Department: Jeffrey Beazizo, Police Department

Budget Impact: Fiscal impact - \$20,000 and then \$18,000 each year for six cameras.

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Request Council to approve the Flock Safety program and authorize the Mayor to execute the agreement.

SUMMARY/BACKGROUND:

Flock Safety presented staff and council with an overview of deploying ALPR cameras throughout the community. The Flock program is an all-inclusive model for deploying the APLR cameras. Flock Safety is the sole manufacturer and developer of the Flock Safety Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety Camera. There are several other differences between Flock and other ALPR companies. Most notably they are the only manufacturer and service provider that leases ALPR services. Others require the city to purchase equipment.

The technology is also different because it captures motion and not just license plates. The key benefits of Flock are that they charge an annual flat rate lease per camera of \$3,000 which is wireless, free of infrastructure setup, and has the option for solar or direct power. They also include a two-year warranty, Criminal Justice Information Services (CJIS) compliant cloud-based hosting, unlimited user licenses, ongoing software enhancements, camera setup, mounting, shipping, handling, and a cellular connection. The Flock lease program prevents the City from being burdened with maintaining costly equipment at the end of the agreement, which could require replacement.

The Flock program is being utilized by more than 4,000 cities and 42 States across the U.S. In our region, the Cities of Arlington, Marysville and soon Everett are using the Flock Program to keep their community safer. Having reliable evidence is the key to solving crime. By combining the power of License Plate Recognition (LPR) to the criminal investigation, our community is safer with Flock and can help our victims bring resolution.

Staff has developed a department policy and the program has an auditing tool to review access control and information that is obtained through Flock. At the end of the two-year lease period, staff could assess the benefits of the program and determine whether to recommend continuing or discontinuing the program.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. WA - Lake Stevens PD - Law Enforcement Agreement - (1)
2. MSA - Flock Safety Agreement

Flock Safety + WA - Lake Stevens PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Garret Thomson
garret.thomson@flocksafety.com
3606329332



EXHIBIT A
ORDER FORM

Customer: WA - Lake Stevens PD
Legal Entity Name: WA - Lake Stevens PD
Accounts Payable Email: jbeazizo@lakestevenswa.gov
Address: 1825 S Lake Stevens Rd Lake Stevens,
Washington 98258

Initial Term: 24 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$18,000.00
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	6	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	3	\$1,950.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	3	\$450.00

Subtotal Year 1: \$20,400.00
Annual Recurring Subtotal: \$18,000.00
Estimated Tax: \$3,571.20
Contract Total: \$38,400.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$20,400.00
Annual Recurring after Year 1	\$18,000.00
Contract Total	\$38,400.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
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By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: WA - Lake Stevens PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 13 day of March 2024. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“***Retention Period***”). Authorized End Users will be required to sign up for an account and select a password and username (“***User ID***”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “***Support Services***”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“**Service Suspension**”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as *“Customer Obligations”*).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own

proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or

otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and

Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT

ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the

terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

CITY COUNCIL STAFF REPORT



Agenda Date: 5/28/2024

Subject: SNO911 Interlocal Agreement Changes

Contact Person/Department: Jeffrey Beazizo, Police Department

Budget Impact: No Changes

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Request Council to approve the proposed changes and authorize the Mayor or City Administrator to sign.

SUMMARY/BACKGROUND:

The recommended changes are focused in Exhibit A – Process for Selecting Governing Board Members and Alternates. The existing ILA divides the 10 Police Agency Board Seats by simple population. The SNO911 Board is recommending this be modified to more closely follow the assessment formula, by dividing the Police Board Seats by pro rata share of the Admin/Technology Cost Center; which is essentially a reflection of the core components of the SNO911 Assessment Formula. The Assessment Formula allocates costs by formulaically using 54% on Calls For Service (Activity), 23% on jurisdiction population, and 23% jurisdiction assessed value. The SNO911 Board believes this change is a better representation of members size, usage, and participation on the Agency.

The second recommend change is the elimination of the single non-voting board seat. This was designed to provide a non-voting board seat for single-service providers (an agency who provides only fire or police, but not both) or an associate member (an agency who contracts both police and fire services to another provider(s)). The experience since SNO911 went into live operations in 2017 is that this seat has only been filled approximately half of the time and often the representative does not actively participate. All members are welcome to attend and participate in any SNO911 Board Meeting or Committee without this additional designation.

Finally, there are two additional non-substantive additional changes, [Exhibit A, Step 3, viii]: more closely aligns with how caucus voting has been managed post-pandemic where caucusing has been done remotely. [Exhibit B]: Eliminates the term “Wireless Technology” which is no longer a department at SNO911 and is fully merged within the Technology department.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. SNO911 Interlocal Agreement 2024 Update-redlined
2. ILA-Changes-Notification 20240408

**AMENDED AND RESTATED
SNOHOMISH COUNTY REGIONAL PUBLIC SAFETY
COMMUNICATIONS AGENCY
INTERLOCAL AGREEMENT**

**REVISED AUGUST 2, 2018; SEPTEMBER 19, 2019; NOVEMBER 21, 2019;
AUGUST 20, 2020; APRIL 21, 2022, XXX XX, 2024**

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AMENDED AND RESTATED SNOHOMISH COUNTY REGIONAL PUBLIC
SAFETY COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT

THIS AMENDED AND RESTATED SNOHOMISH COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT (this “Agreement”), incorporating all exhibits hereto, is authorized by the parties to the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement effective as of ~~April 21, 2022~~June 20, 2024.

RECITALS

WHEREAS, pursuant to chapters 24.03 and 24.06 of the Revised Code of Washington (“RCW”), the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement, deemed adopted and effective as of January 1, 2018, including the exhibits thereto (the “Original Agreement”), and the Articles of Incorporation Due to Consolidation filed on October 18, 2017 (the “Articles of Consolidation”), the governing boards of the Southwest Snohomish County Public Safety Communication Agency, a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.03 RCW as expressly authorized by RCW 39.34.030(3)(b) (“SNOCOM”), and the Snohomish County Police Staff and Auxiliary Services Center, a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.06 RCW as expressly authorized by RCW 39.34.030(3)(b) (“SNOPAC”), voted to consolidate SNOCOM and SNOPAC into a new single corporation under chapter 24.06 RCW known as the “Snohomish County Regional Public Safety Communications Agency” (“Snohomish County 911”); and

WHEREAS, the governing boards of Snohomish County 911 and the Snohomish County Emergency Radio System, a municipal instrumentality of its members, jointly organized by such members as a nonprofit corporation under chapter 24.06 RCW as expressly authorized by RCW 39.34.030(3)(b) (“SERS”), voted to merge SERS into Snohomish County 911 effective January 1, 2019; and

WHEREAS, Snohomish County 911 provides emergency communication services on behalf of its member agencies throughout Snohomish County; and

WHEREAS, the Original Agreement was amended on August 2, 2018; September 19, 2019; November 21, 2019; ~~and~~ August 20, 2020; and April 21, 2022;

WHEREAS, by this Amended and Restated Agreement effective as of the date stated above, the Governing Board of Snohomish County 911 desires to create procedural

efficiencies and remove historical provisions that are no longer applicable from this Agreement;

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act (chapter 39.34 RCW) and the Nonprofit Miscellaneous and Mutual Corporations Act (chapter 24.06 RCW);

NOW THEREFORE, in consideration of the promises and agreements contained in this Agreement and subject to the terms and conditions set forth herein, it is mutually understood and agreed by the parties as follows:

SECTION 1. CREATION OF SNOHOMISH COUNTY 911; MERGER.

a. Creation of Snohomish County 911. Pursuant to Resolution No. 2017-02 adopted by the SNOCOM Board of Directors on October 12, 2017 and Resolution No. 2017-02 adopted by the SNOPAC Board of Directors on October 12, 2017, at least two-thirds of each Board voted in favor of consolidating SNOCOM and SNOPAC as described in the Original Agreement and approved a plan of consolidation (the “Plan of Consolidation”) as required by chapters 24.03 and 24.06 RCW. Subsequent to such approval, representatives of SNOCOM and SNOPAC executed the Articles of Consolidation and filed such Articles with the Secretary of State. As permitted by RCW 23.95.210, the effective date for the consolidation was January 1, 2018 (the “Consolidation Effective Date”). As of the Consolidation Effective Date:

i. SNOCOM and SNOPAC became a single corporation to be known as “Snohomish County 911.” Snohomish County 911 was organized as a municipal instrumentality of its Principals pursuant to RCW 39.34.030 and as a nonprofit corporation under chapter 24.06 RCW as authorized by chapter 39.34 RCW.

ii. SNOCOM, SNOPAC and each party to the Original Agreement (listed in **Exhibit C** attached hereto) delegated to Snohomish County 911 the authority to provide emergency communication services as provided herein.

iii. The separate existence of SNOCOM and SNOPAC, except as formed as Snohomish County 911, ceased.

iv. As a result, Snohomish County 911 possesses all the rights, privileges, immunities, and franchises, of both a public and private nature, of each of SNOCOM and SNOPAC; and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to or due to each of SNOCOM and SNOPAC, were

taken and deemed transferred to and vested in Snohomish County 911 without further act or deed; and title to any real estate, or any interest therein, vested in Snohomish County 911.

v. Snohomish County 911 is responsible and liable for all the liabilities and obligations of each of SNOCOM and SNOPAC, and any claim existing or action or proceeding pending by or against any of such corporations may be prosecuted as if such consolidation had not taken place, or Snohomish County 911 may be substituted in its place. Neither the rights of creditors nor any liens upon the property of SNOCOM or SNOPAC shall be impaired by such consolidation.

vi. Snohomish County 911, as successor to SNOCOM and SNOPAC, has all rights, privileges, interest, defenses and indemnity protections of all insurance providers for SNOCOM and SNOPAC, including past and current providers, that existed prior to consolidation.

b. Merger of SERS and Snohomish County 911. Pursuant to Resolution No. 18-01 adopted by the SERS Board of Directors on October 4, 2018 and Resolution No. 2018-17 adopted by the Snohomish County 911 Board of Directors on October 18, 2018, at least two-thirds of each Board voted in favor to merge SERS into Snohomish County 911 as described in this Agreement and approved a plan of merger (the “Plan of Merger”) as required by chapter 24.06 RCW. Subsequent to such approval, representatives of SERS and Snohomish County 911 executed the Articles of Merger and filed such Articles with the Secretary of State. As permitted by RCW 23.95.210, the effective date for the merger was January 1, 2019 (the “Merger Effective Date”). As of the Merger Effective Date:

i. SERS was merged into Snohomish County 911 as provided in the Articles of Merger.

ii. The separate existence of SERS ceased.

iii. Snohomish County 911 thereupon and thereafter possessed all the rights, privileges, immunities, and franchises, of both a public and private nature, of SERS; and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to or due to SERS, were and shall be taken and deemed to be transferred to and vested in Snohomish County 911 without further act or deed; and the title to any real estate, or any interest therein, vested in Snohomish County 911 shall not revert or be in any way impaired by reason of such merger.

iv. Snohomish County 911 was and shall be responsible and liable for all the liabilities and obligations of SERS, and any claim existing or action or proceeding pending by or against any of such corporation may be prosecuted as if such merger had not taken place, or Snohomish County 911 may be substituted in its place. Neither the rights of creditors nor any liens upon the property of SERS shall be impaired by such merger.

v. Snohomish County 911, as successor to SERS, has all rights, privileges, interest, defenses and indemnity protections of all insurance providers for SERS, including past and current providers, that existed prior to merger.

vi. All amounts held in reserve funds held by SERS as of the Merger Effective Date were transferred to Snohomish County 911 to be placed in a Radio System reserve fund or funds at Snohomish County 911.

vii. The statements set forth in the Articles of Merger shall be deemed to be the articles of incorporation of Snohomish County 911, and shall amend and restate, in their entirety, the Articles of Consolidation.

viii. This Agreement shall govern the Snohomish County 911.

ix. Snohomish County 911 has and shall continue to have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a nonprofit corporation organized under chapter 24.06 RCW.

SECTION 2. TERM OF AGREEMENT.

This Agreement shall carry forward the initial 6-year term provided for in the Original Agreement. The initial term of this Agreement, therefore, shall be from the Merger Effective Date through December 31, 2023 (the “Initial Term”). Thereafter, this Agreement shall be of infinite duration, subject to termination provisions contained herein. During the Initial Term no Principal may withdraw from this Agreement, provided that a Principal may convert or be converted to Subscriber status as provided in Sections 12 and 14, may annex to or join with another Principal as described in Section 6.q, or may upon action of the Governing Board be terminated from participation in this Agreement as provided in Section 12.

SECTION 3. DEFINITIONS.

Capitalized terms used in this Agreement shall have the following meanings:

a. Additional Services. “Additional Services” are optional services provided by Snohomish County 911 that assist Participating Agencies in the performance of their

emergency services duties but are outside the scope of Emergency Communications Services as defined in Section 4.a., for example and without limitation, managed mobile computer services. Additional Services may be offered to all Principals and Subscribers from time to time by separate contract. Terms of agreement for provision of Additional Services are to be negotiated between Snohomish County 911 and a Participating Agency and require Simple Majority Vote approval of the Governing Board. Fees for Additional Services are not part of the Assessment Formula and are not considered User Fees.

b. Agreement. “Agreement” means this Amended and Restated Snohomish County Regional Public Safety Communications Agency Interlocal Agreement, as it may hereafter be further amended or modified from time to time, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.

c. Ancillary Services. “Ancillary Services” are services that are part of the overall array of Emergency Communications Services, and related to the core functioning of Emergency Communications Services, for example and without limitation, Police Records Services and school panic button monitoring. Ancillary Services are provided by Snohomish County 911 to all Principals and Subscribers and the costs of Ancillary Services are incorporated into User Fees and Assessments.

d. Articles of Consolidation. “Articles of Consolidation” mean the Articles of Incorporation Due to Consolidation of Snohomish County 911 as defined in Section 1.

e. Articles of Merger. “Articles of Merger” mean the Articles of Incorporation Due to Merger of Snohomish County 911 as defined in Section 1.

f. Assessments. “Assessments” mean the portion of User Fees charged to Principals for Emergency Communication Services in accordance with the Assessments formula as provided for in **Exhibit B**. Assessments are a subset of User Fees. Changes to the Assessment formula require Supermajority Approval of the Governing Board.

g. Associate Agency. “Associate Agency” is a unit of local government that has agreed to the terms of this Agreement from time to time who is not a Direct Provider and is not Directly Served by Snohomish County 911 but which receives police and/or fire/EMS services through a contract with a Principal or Subscriber of Snohomish County 911. Associate Agencies participate in the selection of a non-voting Governing Board Member as described in **Exhibit A**. A list of the Associate Agencies as of the Merger Effective Date is included in **Exhibit C**.

h. Consolidation Effective Date. “Consolidation Effective Date” means January 1, 2018.

i. Directly Served. “Directly Served” means Principals and Subscribers who receive Emergency Communication Services from Snohomish County 911 and pay User Fees to Snohomish County 911 in exchange for such services. A Principal or Subscriber may operate both fire/EMS service and police service but elect to have only one or the other service Directly Served by Snohomish County 911.

j. Direct Provider. “Direct Provider” means a Participating Agency that provides fire/EMS services and/or police services directly, rather than through contract with another agency.

k. EMS. “EMS” means Emergency Medical Services as described in RCW 84.52.069(5), as now or later amended, including the provision by the Participating Agencies of emergency medical care or emergency medical services, including related personnel costs, training for such personnel, and related equipment, supplies, vehicles and structures needed for the provision of emergency medical care or EMS.

l. Enhanced Police Records Services. “Enhanced Police Records Services” are services in addition to Police Records Services, and include computer searches and actions to enter, modify or delete computer police records associated with: misdemeanor warrants, orders of protection and other orders and directives; stolen property, vehicles, guns or missing persons; performing 20-minute warrant hit confirmations; and serving as the legal holder of records on behalf of a Police Agency for such records.

m. Executive Director. The “Executive Director” is the chief executive officer for Snohomish County 911 appointed by and serving at the pleasure of the Governing Board.

n. Emergency Communication Services. “Emergency Communication Services” mean those services described in Section 4.a.

o. Emergency Public Safety Radio System. The “Emergency Public Safety Radio System” or “Radio System” is the Snohomish County emergency radio system developed, owned and operated by SERS prior to the Merger Effective Date, including all additions, replacement and improvements thereto, and shall include the Emergency Radio System Replacement Project.

p. Emergency Public Radio System Replacement Project. The “Emergency Public Radio System Replacement Project” or “Radio System Replacement Project” is the project to (i) replace and upgrade the Radio System as it exists as of the Merger Effective Date, including all equipment, improvements and real and personal property necessary to accomplish such project, (ii) provide for an initial replacement of the existing subscriber

equipment for public safety agencies within Snohomish County, and (ii) replace the existing alpha-numeric paging system.

q. Fire Agency. A “Fire Agency” is a Principal that is a Direct Provider of fire and/or EMS services.

r. Fire/EMS Technical Advisory Committee. The “Fire/EMS Technical Advisory Committee” is the advisory board composed of Representatives from Principal and Subscriber fire and EMS departments or agencies as described in Section 7.

s. Governing Board. The “Governing Board” is the body described in Section 6 and shall be the governing body of Snohomish County 911.

t. Initial Term. “Initial Term” shall have the meaning set forth in Section 2 of this Agreement.

u. Merger Effective Date. The “Merger Effective Date” is January 1, 2019.

v. Member. A “Member” or “Governing Board Member” is the individual representing a Principal on the Governing Board, or his or her designated alternate.

w. Original Agreement. “Original Agreement” means the Snohomish County Regional Public Safety Communications Agency Interlocal Agreement, deemed adopted and effective as of January 1, 2018, including the exhibits thereto. The parties to the Original Agreement were Principals of Snohomish County 911 as of the Consolidation Effective Date and will continue to be Principals of Snohomish County 911 as of the Merger Effective Date. A list of the Principals as of the Merger Effective Date is included in **Exhibit C**.

x. Participating Agencies or Participants. “Participating Agencies” or “Participants” refer to Principals and all Subscribers, as they may be so constituted from time to time, and individually referred to as a “Participating Agency” or “Participant.”

y. Plan of Consolidation. “Plan of Consolidation” means the plan approved by SNOPAC and SNOCOM as required by chapters 24.03 and 24.06 RCW.

z. Plan of Merger. “Plan of Merger” means the plan approved by Snohomish County 911 and SERS as required by chapter 24.06 RCW.

aa. Police Agency. A “Police Agency” is a Principal that is a Direct Provider of policing services.

bb. Police Records Services. “Police Records Services” include performing computer searches and entries to locate and/or clear of public safety database records (WACIC/NCIC) including but not limited to stolen articles, stolen vehicles, stolen guns, missing persons and warrants, as well as entry and dissemination of State ACCESS system administrative messages.

cc. Police Technical Advisory Committee. The “Police Technical Advisory Committee” is the advisory board composed of Representatives from Principal and Subscriber police, sheriff or similar departments or agencies as described in Section 7.

dd. Principal. A “Principal” is a general purpose municipal corporation or government agency, a fire district, a Public Safety Interlocal Operation, a regional fire protection service authority created pursuant to chapter 52.26 RCW, or a State agency created under the laws of State, which is a Direct Provider of police services or fire/EMS services or both, and which is a party to the Original Agreement, has executed this Agreement, or has agreed in writing to the terms of this Agreement. The Principals of Snohomish County 911 as of the Merger Effective Date are listed in **Exhibit C**.

ee. Public Safety Interlocal Operation. “Public Safety Interlocal Operation” includes a joint operation of fire districts and cities for provision of public fire and EMS services entered into and operating pursuant to chapter 39.34 RCW, and may also include a public development authority created pursuant to RCW 35.21.730 et. seq. or a regional fire protection service authority created pursuant to chapter 52.26 RCW, or a nonprofit corporation created for the purpose of facilitating a joint operation between fire districts and cities pursuant to RCW 39.34.030(3).

ff. Radio System. “Radio System” means the Emergency Public Safety Radio System.

gg. Radio Unit. A “Radio Unit” is a mobile (vehicular), portable (handheld) or control station (desktop) radio which has been authorized and programmed to operate on the Emergency Public Safety Radio System.

hh. Representative. “Representative” refers to the individual representing a Principal or a Subscriber on the Police Technical Advisory Committee or Fire/EMS Technical Advisory Committee, or his or her designated alternate.

ii. SERS. “SERS” was the Snohomish County Emergency Radio System agency created pursuant to chapters 39.34 and 24.06 RCW and an interlocal agreement effective July 1, 1999, as thereafter amended.

jj. Simple-Majority Vote. A “Simple-Majority Vote” of the Governing Board means a majority of the votes of the Members present constituting a quorum and voting.

kk. Single-Service Principal. A “Single-Service Principal” is a Principal that is formed as a city or town under the laws of State that (1) directly provides either fire/EMS service or police service, but not both, and (2) receives the service it does not directly provide from a Principal or Subscriber.

ll. SNOCOM. “SNOCOM” was the Southwest Snohomish County Public Safety Communication Agency, formed pursuant to chapters 39.34 and 24.03 RCW.

mm. Snohomish County 911. “Snohomish County 911” refers to the intergovernmental agency formed as of the Consolidation Effective Date pursuant to chapters 39.34 and 24.06 RCW, the Original Agreement (as amended and restated by this Agreement) and the Articles of Consolidation.

nn. SNOPAC. “SNOPAC” was the Snohomish County Police Staff and Auxiliary Services Center formed pursuant to chapters 39.34 and 24.06 RCW.

oo. State. “State” means the state of Washington.

pp. Subscriber. A “Subscriber” is a public or private entity or agency that has agreed to pay Snohomish County 911 for Emergency Communication Services or other services as offered at a rate or rates according to such terms and conditions as may be established by Snohomish County 911 as evidenced by separate contract between Snohomish County 911 and such entity. A “Subscriber” may also be a Principal that is converted to Subscriber status as provided in Sections 12 and 14.

qq. Supermajority Vote. A “Supermajority Vote” means Governing Board approval of an item accomplished by securing affirmative votes of both: (1) not less than seventy percent (70%) of all Members of the Governing Board present constituting a quorum and voting, and (2) not less than one voting Governing Board Member representing a Principal Fire Agency or Agencies.

rr. Technical Advisory Committees. “Technical Advisory Committees” are the Police Technical Advisory Committee and the Fire/EMS Technical Advisory Committee established by Section 7.

ss. User Fees. “User Fees” are fees for service charged to Participating Agencies for all services for Emergency Communication Services provided by Snohomish County 911 whether provided to Principals or Subscribers. User Fees exclude fees for Additional Services and nominal annual membership fees charged to Associate Agencies.

User Fees charged to Subscribers may be approved by Simple Majority Vote of the Governing Board.

tt. 911 Calls. “911 Calls” are those calls received or dispatched via the statewide emergency communication network of telephone or via other communications means as described in chapter 38.52 RCW.

SECTION 4. SNOHOMISH COUNTY 911 SERVICES.

a. Snohomish County 911 has the responsibility and authority for providing Emergency Communication Services and all related incidental functions for communicating and dispatching services between the public and Participating Agencies in the furtherance of improved public safety and emergency response, including the following more specifically described services (collectively, “Emergency Communication Services”):

i. Receiving 911 Calls and non-emergency public safety calls for police, fire and medical services;

ii. Notifying, dispatching, directing, supporting and coordinating public safety personnel response, including dispatching emergency police, fire, medical and other special or supporting specialized emergency responses services and resources (for example and without limitation, SWAT response);

iii. Hosting, configuring, and administering public safety technology networks, systems and applications in support of the delivery of Emergency Communications Services;

iv. Updating, maintaining and managing radio communications systems (excluding, unless specifically approved by Governing Board, the Emergency Public Safety Radio System), computer systems, support files and resource materials necessary to accomplish the above;

v. Police Records Services;

vi. Establishing and updating from time to time standard protocols for communications to and from personnel in the field;

vii. Providing certain Ancillary Services; and

viii. Upon a Supermajority Vote of the Governing Board (which approval was received at the time of approval of this Agreement and shall become effective as of the Merger Effective Date), providing services previously provided

by SERS together with all necessary or advisable additional services and actions directly related to the Emergency Public Radio System.

b. Beginning January 1, 2022, Enhanced Police Records Services shall be provided as an Additional Service to former SNOCOM Police Agencies in recognition of those agencies' prior receipt of those services from SNOCOM prior to the Consolidation Effective Date.

c. Snohomish County 911 may also, when authorized by a Simple Majority Vote of the Governing Board, provide Additional Services. Additional Services will be offered by separate contract as optional services to Participating Agencies. Charges for Additional Services, if any, shall be accounted for separately and shall not be included in the calculation of User Fees.

SECTION 5. SNOHOMISH COUNTY 911 POWERS.

Snohomish County 911, through its Governing Board, shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030 and chapter 24.06 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Governing Board, as provided for in this Agreement, and including but not limited to the following:

- a. Recommend action to the legislative bodies of the Participating Agencies;
- b. Review and approve budgets for Snohomish County 911;
- c. Establish policies for expenditures of budget items for Snohomish County 911;
- d. Review and adopt personnel policies for Snohomish County 911;
- e. Review and approve operating policies and procedures for Snohomish County 911, its programs and Emergency Communication Services provided pursuant to this Agreement;
- f. Establish a fund or special fund or funds as authorized by RCW 39.34.030 for the operation of the Snohomish County 911;
- g. Conduct regular and special meetings as may be designated by the Governing Board consistent with the State Open Public Meetings Act (chapter 42.30 RCW);

h. Maintain and manage records in accordance with the State Public Records Act (chapter 42.56 RCW and chapter 40.14 RCW) and other applicable State applicable and federal records laws and regulations;

i. Determine what services (including but not limited to Emergency Communication Services and Additional Services) shall be offered and under what terms they shall be offered;

j. Retain, terminate, direct and supervise the Executive Director;

k. Create committees to review and make recommendations for purposes and duties of committees;

l. Approve strategic plans;

m. Approve the addition of new Principals and Subscribers and the terms of their participation in Snohomish County 911 and receipt of Emergency Communication Services;

n. Enter into agreements with or make purchases from third parties for goods, assets, property and/or services necessary to fully implement the purposes of this Agreement;

o. Establish fees and charges for services provided to Participating Agencies;

p. Direct and supervise the activities of any advisory board or committee established by the Governing Board;

q. Enter into agreements with, and receive and distribute funds, from any federal, state or local agencies;

r. To the extent permitted by law, accept loans or grants of funds from any federal, state, local or private agencies and receive and distribute such funds;

s. Receive all funds allocated to Snohomish County 911 for services provided pursuant to this Agreement;

t. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, construct, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of Snohomish County 911;

u. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its real and personal property and assets;

v. Sue and be sued, complain and defend, in all courts of competent jurisdiction in Snohomish County 911's name;

w. Make and alter bylaws for the administration and regulation of its affairs consistent with this Agreement;

x. Hold radio frequency licenses and software and other licenses to enable Snohomish County 911 to operate radio communications and dispatch systems to meet its public safety responsibilities;

y. Enter into contracts with Subscribers to provide Emergency Communication Services and Additional Services pursuant to this Agreement;

z. Any and all other acts necessary to further Snohomish County 911's goals and purposes; and

aa. Except as expressly provided above or in Section 13, Snohomish County 911 shall not have the power or authority to issue debt in its own name.

SECTION 6. GOVERNING BOARD: COMPOSITION AND OPERATION.

a. Composition. Snohomish County 911 shall be governed by a Governing Board composed of fifteen (15) voting members ~~and one (1) non-voting member.~~ Ten (10) of the Governing Board voting member seats shall be allocated to Police Agencies; and five (5) Governing Board voting member seats shall be allocated to Fire Agencies; ~~and one (1) non-voting member seat shall be allocated to an Associate Agency or a Single-Service Principal.~~ Governing Board Members and their alternates shall be selected in the manner described in **Exhibit A**.

b. Qualifications to Serve. A Governing Board Member, or his or her alternate must be duly selected in the manner described in **Exhibit A** and must be either: an elected official; chief administrative officer; chief law enforcement officer or fire chief from a Principal, or a person directly-reporting to the chief law enforcement officer or fire chief; or in the case of Snohomish County, the Snohomish County Executive or a person reporting directly to the Snohomish County Executive.

c. Terms of Office. Governing Board Members are elected every two (2) years by caucuses no later than the April Governing Board meeting of that year, as described further in **Exhibit A**. The terms of the newly elected Board Members commence with the first Governing Board meeting in May.

d. Election to Receive Service From Snohomish County 911; Impact on Governing Board Representation. Each Principal shall determine which of its respective

public service departments or operations will be Directly Served by Snohomish County 911. The initial election by each Principal as to which of their respective departments or operations will receive services from Snohomish County 911 will be recorded by the submittal by each Principal of a completed service election form. The service election form determines whether a Principal participates in a caucus to select either or both a Police Agency Governing Board Member or a Fire Agency Governing Board Member. Single Service Principals shall also participate in the caucus for the non-voting Governing Board Member. Each Principal shall promptly provide written notice to Snohomish County 911 of any changes in its services impacting its qualification as a Police Agency or Fire Agency.

e. Conditions for Serving on Governing Board. All Governing Board Members and their alternates shall serve without compensation from Snohomish County 911. However, Snohomish County 911 may pay for or reimburse Governing Board Members and alternates for reasonable out-of-pocket costs related to service on the Governing Board. Members may only serve for such time as they meet the qualification of a Governing Board Member for the Principals with which they served of the start date of their then current term on the Governing Board.

f. Alternates. Alternates shall be selected and shall serve in the absence of Governing Board Members in the manner described in **Exhibit A**. Alternates must meet the same qualifications as Governing Board Member.

g. Quorum. A simple majority of the voting Members (or their alternates) in number (excluding any Member that represents a Principal which been terminated by vote of the Governing Board, or which has given notice of withdrawal and is not permitted to vote per terms of Section 17.f) shall constitute a quorum of the Governing Board for purposes of doing business on any issue.

h. Voting. The Board shall strive to operate by consensus. All Board decisions on items not listed in Section 6.i require a Simple Majority Vote for approval. A Governing Board Member may not split his or her vote on an issue and there shall be no weighted voting. No voting by proxies or mail-in ballots is allowed. Voting by a designated alternate is not considered a vote by proxy. A Governing Board Member representing a Principal that has given notice of withdrawal or which has been terminated by vote of the Governing Board shall be authorized to cast votes at the Governing Board only on budget items to be implemented prior to the withdrawal or termination date.

i. Items Requiring Supermajority Vote for Approval. A Supermajority Vote of the Governing Board shall be required in order to approve the following items or actions:

- i. Amendment to the Principals' Assessment formula(s);

- ii. Approval of a budget that exceeds the prior approved budget by a percentage in excess of the most recently published Consumer Price Index – Urban for the Seattle/ Tacoma/Bremerton metropolitan area, June - June, calculated by the Federal Bureau of Labor Statistics, or its successor index, plus 4% (adjusted as necessary to accomplish the same annual cost increase limitation in the event Snohomish County 911 transitions to a biennial budget).
 - iii. A decision to acquire assets, equipment, real or personal property valued at over \$500,000;
 - iv. Admission of a new Principal (other than admission of an Associate Agency as a Principal, or a Principal created by the merger, consolidation or other process as described in Section 6.r);
 - v. Reinstatement of a Principal that has been converted to Subscriber;
 - vi. Appointing the Executive Director (a Simple Majority Vote is required for removal of the Executive Director);
 - vii. Expansion of the scope of services provided by Snohomish County 911 within the Scope of Section 4.a and 4.b;
 - viii. Adoption or amendment of any bylaws, or amendment of the Articles;
 - ix. Merger, consolidation, sale of all or substantially all assets of the Snohomish County 911 per Section 19;
 - x. Modification of this Agreement (except for those items requiring approval of all legislative bodies of the Principals per Section 18);
 - xi. Termination or dissolution of Snohomish County 911 per Section 20;
 - xii. Approval of debt pursuant to Section 13; and
 - xiii. Any other action requiring a two-thirds or sixty six-percent (66%) supermajority vote under chapter 24.06 RCW.
- j. Officers. The Governing Board shall have four officers, a President and Vice-President, Secretary and Treasurer, who will serve two (2) year terms, coterminous with Governing Board Member elections. It will be the function of the President to preside at the meetings of the Governing Board. The Vice-President shall assume this role in

absence of the President. Immediately following the election of Governing Board Members, at the first meeting of the Governing Board, the officers shall be elected by Simple Majority Vote of the Members. In the event of a vacancy in the President position, the Vice-President shall assume the President position for the balance of the term of the departed President. In the event of a vacancy in the Vice-President position, the Governing Board shall by Simple Majority Vote elect a new Vice-President to serve to the balance of the term of the departed Vice-President. Any officer appointed by the Governing Board may be immediately removed by Simple Majority Vote of the Governing Board, with or without cause, in which event the Governing Board shall promptly elect a new officer who shall serve for the remainder of the unexpired two-year term. The Governing Board may appoint persons to serve as Secretary and Treasurer of Snohomish County 911; provided, that such persons shall not be Members of the Governing Board. The duties of all officers shall be further described in the Snohomish County 911 Bylaws.

k. Staffing. The Executive Director shall assign agency staff to support the Governing Board as he or she deems appropriate.

l. Meetings. The Governing Board shall meet not less than four (4) times per year, at least once each calendar quarter, at a time and place designated by the President of the Governing Board or by a majority of its Members. Regular meetings shall be held pursuant to a schedule adopted by the Governing Board. Special meetings may be called by the President or a majority of Governing Board Members upon giving all other Members notice of such meeting in accordance with chapter 42.30 RCW (which, as of the date of this Agreement, requires written notice to be provided to each Member at least twenty-four (24) hours prior to the meeting). Notwithstanding the foregoing, the President or Members calling a special meeting will, in good faith, attempt to provide at least ten (10) days prior written notice of a special meeting, however, failure to do so will not invalidate any otherwise legal action taken at a meeting where the proper notice was provided in accordance with chapter 42.30 RCW. In an emergency, the Governing Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Governing Board Members. Members of the Governing Board may participate in a meeting through the use of any means of communication by which all Members and members of the public participating in such meeting can hear each other during the meeting. Any Governing Board Members participating in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

m. Bylaws. The Governing Board shall be authorized to establish bylaws that govern procedures of the Governing Board.

n. Parliamentary Authority. Robert's Revised Rules of Order shall govern any proceeding of the Governing Board to the extent not inconsistent with this Agreement or the bylaws adopted by the Governing Board.

o. Consultation with Technical Advisory Committees. It is the intent of this Agreement that the Governing Board shall seek the active participation and advice of Participating Agencies in the determination of Snohomish County 911 operating policies. The Technical Advisory Committees shall have the opportunity to provide reports at each regular Governing Board meeting. The Governing Board shall consider input from the Technical Advisory Committees in its deliberations.

p. Boundary Changes or Service Territory Changes. It is the responsibility of each Participating Agency to provide reasonable advance notice to Snohomish County 911 of any boundary changes, or service territory changes that may occur due to annexation, merger, or other reason, so that Snohomish County 911 may accurately dispatch calls, accurately track calls for service data and accurately assess User Fees; provided, however, until such time as Snohomish County 911 has sufficiently accurate data (such as an official population estimate from the State) by which to calculate User Fees for the Participating Agencies(s) involved, Snohomish County 911 shall continue to bill each Participating Agency on the basis of Snohomish County 911's most accurate data and the parties involved in the boundary or service territory change shall amongst themselves address any User Fee allocation issues.

q. Service Changes; Merger or Annexation of a Participating Agency; Formation of New Public Safety Interlocal Operation. It is the responsibility of each Participating Agency to provide reasonable advance notice to Snohomish County 911 of any boundary changes, or service territory changes that may occur due to annexation, merger, or other reason.

In the event a Participating Agency merges or annexes to a Principal or becomes a member agency of a Public Safety Interlocal Operation that is a Principal, the merged or annexed Participating Agency's rights and obligations under this Agreement shall be assumed in full by the Principal without further action by the Governing Board.

In the event that Participating Agencies, which meet the qualifications of this paragraph, join together to create a new Public Safety Interlocal Operation (for example and without limitation, creation of a new regional fire authority under chapter 52.26 RCW), and as a result of such formation the fire/EMS operation or police operation of such Participating Agencies are no longer Directly Served by Snohomish County 911, then after all of the necessary assignments and agreements are executed related to the creation of the Public Safety Interlocal Operation, the newly created Public Safety Interlocal Operation shall become a Principal and a party to this Agreement without further action of the Governing

Board. At such time the rights and obligations of the forming Participating Agencies shall be assumed by the Public Safety Interlocal Operation. Notwithstanding the foregoing, in order for the newly created Public Safety Interlocal Operation to become a Principal and a party to this Agreement without further action of the Governing Board, each Participating Agency at the time of formation of the newly created Public Safety Interlocal Operation must (i) be a current Principal and party to this Agreement, or (ii) have previously been a member of SNOCOM or SNOFAC and otherwise independently qualifies as a Principal under this Agreement.

Notwithstanding anything in this paragraph to the contrary, if a merged or annexed Principal retains a separate public safety operation that is Directly Served by Snohomish County 911, then that Principal shall maintain its status and shall retain all its rights and obligations under this Agreement with respect to its Directly Served public safety operation.

r. Associate Agencies. Associate Agencies shall be charged a nominal annual membership fee at a level set from time to time by Simple Majority Vote of the Governing Board. An Associate Agency which stops contracting for police and/or fire/EMS services from a Principal and requests to be Directly Served by Snohomish County 911 shall be approved by the Governing Board as a Principal per Section 14.d and shall not be subject to any latecomer fees in making this transition.

SECTION 7. TECHNICAL ADVISORY COMMITTEES.

a. Creation and Membership. Two Technical Advisory Committees shall be created to serve in an advisory capacity to the Governing Board and Executive Director.

i. Police Technical Advisory Committee. The Police Technical Advisory Committee shall consist of the chief or his or her designee from each Principal and Subscriber police department or equivalent agency or operation Directly Served by Snohomish County 911.

ii. Fire/EMS Technical Advisory Committee. The Fire/EMS Technical Advisory Committee shall consist of the chief or his or her designee from each Principal and Subscriber with a Fire/EMS department or equivalent agency or operation Directly Served by Snohomish County 911.

b. Technical Advisory Committee Representatives. Persons serving on either Technical Advisory Committee shall serve without compensation from Snohomish County 911. However, Snohomish County 911 may pay for or reimburse Representatives and alternates for reasonable out-of-pocket costs related to service on the Technical Advisory Committees.

c. Alternates. Each Representative serving on a Technical Advisory Committee may designate one alternate, confirmed in writing, to serve when such Representative is absent or unable to serve provided that such alternates must have operational responsibilities within their respective agencies. Written notice of the appointment of an alternate shall be provided to the Chair the applicable Technical Advisory Committee prior to the alternate serving in the absence of the Representative.

d. Powers. Each Technical Advisory Committee shall meet individually as frequently as their members deem appropriate, but not less than twice each year, for the purpose of promoting interagency collaboration and cooperation, information sharing, discussion and review of agency operating policy and such other matters as the Governing Board may request. The Technical Advisory Committees shall provide advice, information, and recommendations to the Governing Board and the Executive Director.

e. Quorum. One-quarter of the Representatives of each Technical Advisory Committee (or any alternates present and participating in place of a Representative) shall constitute a quorum for meetings of such Committee.

f. Voting. All actions and recommendations of the Technical Advisory Committees shall be approved by majority vote of those present and voting. Each Representative shall have one vote. There will be no weighted voting, proxy voting, or mail-in voting.

g. Officers. Each Technical Advisory Committee shall have two officers, a Chair and Vice-Chair. It will be the function of the Chair to preside at the meetings of his/her respective Technical Advisory Committee, and the Vice-Chair shall assume this role in absence of the Chair. The officers shall be annually elected by vote of the Committee Representatives.

h. Staffing. The Technical Advisory Committees shall be staffed by the Executive Director, or his or her designee, and such additional agency staffing as the Executive Director may deem appropriate.

i. Meetings. All meetings of each Technical Advisory Committee shall be open to the public if and to the extent required by chapter 42.30 RCW. Regular meetings shall be held pursuant to a schedule approved by the Technical Advisory Committee. Special meetings may be called by the Chair of the Technical Advisory Committee or a majority of the Representatives of the Technical Advisory Committee. Members of the Technical Advisory Committees may participate in meetings through the use of any means of communication by which all Representatives and members of the public participating in such meeting can hear each other during the meeting. Any Representatives participating

in a meeting by such means is deemed to be present in person at the meeting for all purposes including, but not limited to, establishing a quorum.

SECTION 8. ANNUAL AGENCY REPORT.

a. Contents. The Executive Director shall prepare an Annual Agency Report no later than April of each year. The report shall include a description of:

- i. Activities of Snohomish County 911 for the previous calendar year;
- ii. The proposed work program and significant events in the current calendar year; financial condition of Snohomish County 911;
- iii. Results of Governing Board adopted performance benchmarks; and
- iv. The proposed budget policy for the upcoming year.

b. Availability. The Executive Director shall ensure that the Annual Agency Report is distributed to the Governing Board and Principals and made available the general public each year.

SECTION 9. EXECUTIVE DIRECTOR.

The Governing Board shall be responsible for the appointment and termination of the Executive Director. An interim Executive Director may be appointed to serve in such capacity until a permanent Executive Director is appointed by the Governing Board. A Supermajority Vote of the Governing Board is required to appoint the Executive Director of Snohomish County 911.

The Executive Director shall be responsible to the Governing Board and shall advise it from time to time on a proposed budget and other appropriate matters in order to fully implement the purposes of this Agreement. The Executive Director shall administer Snohomish County 911 in its day-to-day operations, including but not limited to: approving and overseeing the administration of all operating procedures and public records management procedures consistent with Governing Board policies; and appointing persons to fill other staff positions in the Snohomish County 911 and overseeing the evaluation and discipline, hiring and firing of employees, and administration of collective bargaining agreements and other personnel contracts consistent with Governing Board policies.

Only the Governing Board shall be authorized to hire or retain legal counsel and independent accountants and auditors. Other consultants or legal counsel for specialized purposes within the Executive Director's signing authority as it may be defined by the Board from time to time may be designated in such manner as the Governing Board may determine subject to Sections 5 and 6.

The Executive Director shall have experience in technical, financial and administrative fields and his or her appointment shall be on the basis of merit only. The Executive Director is an "at will" employee and may be terminated upon the Simple Majority Vote of the Governing Board.

SECTION 10. PERSONNEL POLICY

The Executive Director shall, as necessary from time to time, submit to the Governing Board a proposed personnel policy for the Governing Board's approval, rejection or modification. All modifications or revisions to such personnel policies must be approved by the Governing Board if and to the extent required in such policies.

SECTION 11. OPERATIONAL POLICY AND SYSTEM EVALUATION; RADIO SYSTEM OPERATIONS.

- a. Operational Effectiveness. The Executive Director shall actively consider and evaluate means and opportunities toward the enhancement of operational effectiveness of emergency services. The Executive Director shall present his or her recommendations to the Technical Advisory Committees and the Governing Board from time to time.
- b. Operational Standards for Radio System. The Governing Board shall adopt operation and maintenance standards for the Radio System. The Technical Advisory Committees shall submit to the Governing Board recommendations regarding operation and maintenance standards for the Radio System.
- c. Radio System Use. Each Participating Agency shall use the Radio System exclusively for approved Radio System purposes and in strict accordance with all applicable federal law and regulations. Principals hereby agree, and Subscribers shall agree in their applicable contract to agree, to abide by all Federal Communication Commission rules and regulations concerning the use of shared radio facilities.
- d. Radio System Access Priorities. Principals shall have priority access to the Radio System. Upon approval by the Governing Board, access may be provided by contract to Subscribers in the following priority:

- i. Priority 1: public safety (police, fire and emergency medical services) Subscribers; Subscribers able to interact with control stations in public school districts and public hospitals within Snohomish County; and other public agencies served by compatible radio communication systems;
- ii. Priority 2: other public agencies with emergency response duties; and
- iii. Priority 3: other entities, as determined by the Governing Board.

Emergency Public Safety Radio System Replacement Project. Notwithstanding anything in this Agreement to the contrary, no Participating Agency assumes the obligation to fund capital costs related to the design, development, construction or maintenance of the Radio System Replacement Project, and neither the full faith and credit or taxing power is pledged by a Participating Agency for such purpose, except as such obligation may be agreed to and specifically set forth in a separate agreement between the Participating Agency and Snohomish County. **SECTION 12. BUDGET; ASSESSMENT FORMULA; PAYMENT OF ASSESSMENTS; DELINQUENCIES; RESERVE FUNDS.**

a. Budget Fiscal Year. The Snohomish County 911 budget fiscal year shall be either the calendar year, or two calendar years, as the Governing Board may determine.

c. Budget Approval. The Executive Director shall present a proposed budget to the Governing Board by no later than **August 1** preceding the next budget period and the Governing Board shall approve its budget by no later than **September 25**. Thereafter and in no event later than **September 30**, Participating Agencies shall be advised on the programs and objectives contained in the proposed budget, of any changes in the User Fee formula(e), and of the required financial participation for each Principal and Subscriber for the following year(s) based upon the proposed budget. Participation by each Principal and Subscriber is contingent upon subsequent legislative appropriation for the following fiscal year. Principals and Subscribers shall promptly notify Snohomish County 911 if it does not approve its budget allocation. Any Principal not approving its full budget allocation (Assessment and cost of any Additional Services it has agreed to purchase) shall be automatically converted to Subscriber status effective the first day of the budget year (whether biennial or annual) for which the Principal did not approve its budget allocation, and subject to penalty as described in Section 12.

d. User Fee Formula. The User Fee formula applicable to Principals for Emergency Communications Services referred to as the “Assessment formula”, shall be initially approved as set forth in **Exhibit B** to this Agreement. The Assessment formula(e) may be changed from time to time as part of the budget process, and any such changes shall be approved by Supermajority Vote of the Governing Board in accordance with Section 6.i. Additional Services require only Simple Majority Vote of the Governing

Board to approve. The Assessment formula(e) for Principals may be different from the User Fee formula applicable to Subscribers. It is expressly contemplated that Participating Agencies may become subject to differential User Fee formulae (including differential Assessment formula(e)) over time based upon the benefit conferred to such agencies.

e. Payment of Assessments. Assessments shall be payable not less frequently than quarterly on or before such dates as the Governing Board may determine.

f. Delinquent Assessments. Snohomish County 911 shall, within seven (7) business days of the due date, send notice to any delinquent Principal and provide a 60-day cure period from the original due date of the payment. If such Assessments, are not paid in full within 60 (sixty) days of the original due date, then the Principal delinquent in payment of Assessments shall upon such 60th day be deemed immediately converted to the status of a Subscriber as described in Section 14. In the event a Principal converted to Subscriber status due to non-payment of fees shall not have paid in full all Assessments owing by six (6) months after the original due date, then the Governing Board may terminate services to such Subscriber, which termination shall not absolve the Subscriber of its obligation to pay all Assessments past due, together with all accrued interest, calculated at 1.5% per month from the date the Assessment was originally due.

g. Terms of Subscriber Contracts. Snohomish County 911 may enter into contracts with Subscribers from time to time for the purpose of providing Emergency Communication Services and other services as provided herein. Subscriber contracts may provide for the same or different payment schedules and payment formulas as those which apply to Principals; provided that, a Subscriber which, at the time it determined to become a Subscriber, was qualified to become a Principal but elected not to, shall be subject to payment of a risk premium of not less than six percent of its annual User Fees, or such other greater amount as the Governing Board may determine. Revenues from such risk premium shall be placed in Snohomish County 911 reserves.

Subscriber contracts shall provide that User Fees not paid when due by a Subscriber shall begin to accrue interest on the date the User Fee was originally due and shall continue until the User Fee is paid (together with all accrued interest) in full at the Federal Prime Rate plus 3%. Snohomish County 911 shall, within seven (7) business days of the due date, send notice to any delinquent Subscriber. In the event a Subscriber does not pay in full all User Fees plus accrued interest within six (6) months from the date of initial delinquency, the Governing Board may terminate services to such Subscriber. Any such termination shall not absolve the Subscriber of its obligation to pay any amounts owing to Snohomish County 911, including any accrued interest.

h. Reserve Funds. The Governing Board shall establish capital and operating reserve funds or accounts at the times and in the amounts necessary to ensure funds are

on hand to reasonably address planned and unforeseen capital and operating expenses and to minimize the need for large increases in Assessments and/or User Fees from year to year as a result of acquisition or replacement of capital assets or equipment, and to fund the timely replacement of aging technology, equipment and systems.

SECTION 13. ISSUANCE OF DEBT.

Except as otherwise provided in Section 5, Snohomish County 911 shall not have the power to issue obligations or to incur debt. However, it is anticipated that Snohomish County 911 may require capital funding from time to time to support facilities, technology and equipment needs. Bonds, notes or other evidences of indebtedness may be issued from time to time by one or more Participating Agencies or by another issuer pursuant to a separate agreement between one or more Participating Agencies and Snohomish County 911 in order to provide capital financing for Snohomish County 911 on terms as agreed upon by the parties thereto. The security and sources of payment for any such debt will be determined at the time of issuance, which may include User Fees and/or capital contributions from the Principals. Any User Fees and/or capital contributions for such purposes shall be approved by Supermajority Vote of the Governing Board. Further, in the event that any Principal is obligated to make a capital contribution, such obligation shall be subject to approval by its legislative authority.

To the extent that any bonds or other debt is issued on a tax-exempt basis under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), the Participating Agencies agree to not (1) make any use of the proceeds from the sale of such bonds or other debt that will cause the bonds or other debt to be “arbitrage bonds” within the meaning of the Code, or (2) act or fail to act in a manner that will cause the bonds or other debt to be considered obligations not described in Section 103(a) of the Code.

Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to amend or otherwise modify any terms or conditions of a separate agreement between a Participating Agency and Snohomish County (or other Participating Agency or Agencies) with respect to capital contributions, guarantees or the repayment of debt.

SECTION 14. CONVERSION OF STATUS OF PARTICIPATING AGENCIES; ADDITION OF NEW PRINCIPALS OR SUBSCRIBERS; PROVISION OF ADDITIONAL SERVICE TO PRINCIPALS.

a. As described in Sections 12.c and 12.f hereof, a Principal may be converted to Subscriber status for failure to approve its share of the budget or for nonpayment or delinquency in payment of User Fees. On the date of such conversion, said former Principal shall:

- i. lose its right to participate in a caucus for selecting a voting Governing Board member;
- ii. lose its right to receive a share of Snohomish County 911 assets upon dissolution of Snohomish County 911;
- iii. become subject to payment of User Fees in accordance with the then applicable User Fee formula for Subscribers; and
- iv. be bound by the terms of the applicable Subscriber service contract(s).

The conversion of a Principal to Subscriber shall not discharge or relieve any Principal of its outstanding obligations to Snohomish County 911.

b. A Principal may alternately elect to convert to Subscriber status effective the first day of the next budget period (whether Snohomish County 911 is operating under an annual or biennial budget) by giving notice of its intent to the Governing Board not less than nine (9) months in advance of such effective date. Such conversion shall be effective as proposed without further action of the Governing Board, barring any basis for terminating the Principal and action thereon by the Governing Board.

c. A governmental entity otherwise meeting the qualifications of a Principal in Section 3 hereof may be admitted as a Principal of Snohomish County 911 upon Supermajority Vote of the Governing Board as required under Section 6.j. Similarly, a Subscriber may apply to the Governing Board to be converted to Principal status. As a condition of becoming a Principal, whether by conversion or new admission, the Governing Board may require payment or other contributions or actions by the new Principal as the Governing Board may deem appropriate, and may set such start date for service as it deems appropriate, it being the intention of this provision that the addition of new Principals shall not cause the then-current Participants to incur additional cost. Upon such conversion or new admission, such new Principal shall execute this Agreement or agree in writing to the term of this Agreement in its capacity as Principal and shall thereafter be subject to all provisions of this Agreement applicable to Principals.

d. Notwithstanding anything to the contrary in this Agreement, an Associate Agency meeting the qualifications of a Principal may become a Principal effective the first day of the next budget year, without making any latecomer payment or contribution, upon giving notice of its intent to the Governing Board not less than nine (9) months in advance of such effective date. Such conversion shall be become effective on such date without further action of the Governing Board.

e. The determination of whether to accept new Subscribers shall be made by the Governing Board in a manner similar, and subject to such terms and conditions, as that for accepting new Principals, it being the intention that the addition of new Subscribers shall not cause pre-existing Participating Agencies to incur additional cost.

f. A Principal wishing to receive service from Snohomish County 911 for an operating department in addition to a department already served by Snohomish County 911 may make application to the Governing Board in the same manner as, and be subject to such conditions and approvals as the Governing Board may deem appropriate for, an entity (other than an Associate Agency) seeking admission as a new Principal.

SECTION 15. RETAINED POWERS OF PARTICIPATING AGENCIES.

Each Participating Agency shall retain the responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to interconnect to Snohomish County 911's operations. Interconnecting equipment and services necessary to the provision of authorized Snohomish County 911 services may be funded through Snohomish County 911's budget and operational programs.

SECTION 16. INVENTORY AND PROPERTY.

Equipment, vehicles and furnishings for Snohomish County 911's operation shall be acquired as provided by law. If any Participating Agency provides equipment or furnishings for Snohomish County 911's use, title to the same shall rest with the respective local entity unless that equipment or furnishing is acquired by Snohomish County 911. The Executive Director shall maintain and bi-annually update an inventory of equipment and furnishings owned by, leased or temporarily assigned to Snohomish County 911, and the values thereof. In event of dissolution or termination of Snohomish County 911, assigned or loaned items shall be returned to the lending entity and all other items or funds derived from the sale thereof shall be distributed to Principals as described in Section 20.

SECTION 17. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.

a. Any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the Governing Board on or before June 30 in any year. After providing appropriate notice as provided in this Section, that Principal's membership withdrawal shall become effective on the last day of the calendar year following the year in which the notice is given. A Principal that has given notice of its intent to terminate must meet with the Executive Director or his or her designee to develop a departure plan. The departure plan is intended to ensure an orderly separation of the Principal from New Agency and ensure minimal disruption in 911 Calls response for the public. The departure plan may include the transfer of funds and equipment

or other assets and must be approved by Simple Majority Vote of the Board. Notwithstanding anything herein to the contrary, Principals shall be prohibited from withdrawing their membership and terminating their participation in this Agreement during the Initial Term; provided, a Principal may give appropriate notice of its intent to withdraw pursuant to this Section during the Initial Term, and in such event that Principal's membership withdrawal shall become effective on the last day of the calendar year that coincides with the end of the Initial Term.

b. Notwithstanding the foregoing, a Principal may be terminated at any time by action of the Governing Board for delinquencies of at least six (6) months in payment of Assessments and interest per Section 12.f.

c. Time is of the essence in giving notice of termination and/or withdrawal.

d. A terminating and/or withdrawing Principal is deemed to forfeit any and all rights it may have to Snohomish County 911's personal or real property, or any other ownership in Snohomish County 911, unless otherwise provided by the Governing Board; provided further that this forfeit of rights shall not apply to personal property on loan to Snohomish County 911 from the terminating or withdrawing Principal.

e. The termination and/or withdrawal of a Principal shall not discharge or relieve any Principal of its outstanding obligations to Snohomish County 911.

f. A Governing Board Member representing a Principal that (i) has given notice of withdrawal, or (ii) has been terminated by vote of the Governing Board which termination is effective at a future date, shall be authorized to cast votes at the Governing Board only on budgets items to be implemented prior to the withdrawal or termination date.

SECTION 18. AMENDMENT OF AGREEMENT.

The following terms of this Agreement may only be amended in writing after receipt of the approval of the legislative authorities of all Principals:

- a. Expansion of the scope of services provided by the Snohomish County 911 beyond the scope of Section 4.
- b. The composition of the Governing Board and terms of office as provided in Sections 6.a and 6.d.
- c. Voting rights of Governing Board Members.
- d. Powers of the Governing Board.

- e. Hold harmless and indemnification requirements.
- f. Provisions regarding duration, termination or withdrawal.
- g. The conditions of this Section.

The parties to this Agreement acknowledge and agree that provisions in this Agreement that are not specifically identified in (a) through (g) above reflect the Principals' direction as to the initial operational and administrative policies and procedures to be implemented by the Governing Board. With the exception of the foregoing items that require affirmative approval of the legislative authorities of all Principals, the parties to this Agreement authorize the Governing Board to modify this Agreement from time to time in order to carry out the corporate purposes of Snohomish County 911. Any such modification shall be in writing and executed by the President of the Governing Board after providing not less than thirty (30) days' advance written notice to all Principals of such proposed modification, and upon approval of a Supermajority Vote of the Governing Board.

Nothing in this Section shall be construed to require legislative authority consent for the addition of a new Principal, conversion of an Associate Agency to a Principal, or agreement to serve an additional Subscriber.

SECTION 19. MERGER, CONSOLIDATION OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS.

Approval of the merger or consolidation of Snohomish County 911 with another entity, or the sale of all or substantially all assets of Snohomish County 911, shall require a Supermajority Vote of the Governing Board.

SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION.

a. Generally. This Agreement may be terminated upon the approval of a Supermajority Vote of the Governing Board. The termination shall be by direction of the Governing Board to wind up business by a date specified by the Governing Board, which date shall be at least one (1) year following the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

b. Distribution of Property on Termination of Agreement. Upon termination of this Agreement, all property acquired during the life of this Agreement remaining in ownership of Snohomish County 911 shall be disposed of in the following manner:

- i. Real or Personal Property. All real or personal property purchased pursuant to this Agreement and all unexpended funds or reserve funds, net of all outstanding Snohomish County 911 liabilities, shall be distributed to those

Principals still participating in the Snohomish County 911 on the day prior to the termination date and shall be apportioned between Principals based on the ratio that the average of each Principals' contributions to the operating budget over the preceding five (5) years bears to the total of all then remaining Principals' User Fees paid during such five-year period. The Governing Board shall have the discretion to allocate the real or personal property and funds as it deems appropriate, and the apportionment, determined consistent with the preceding sentence, need not be exact.

ii. Loaned Property. In the event of dissolution or termination of the Snohomish County 911, assigned or loaned assets shall be returned to the lending entity.

iii. Allocation of Liabilities. In the event outstanding liabilities of the Snohomish County 911 exceed the value of personal and real property and funds on hand, all Principals shall contribute to retirement of those liabilities in the same manner as which they would share in the distribution of properties and funds.

c. Notwithstanding the foregoing, this Agreement may not be terminated if to do so would abrogate or otherwise impair any outstanding obligations of the Snohomish County 911, unless provision is made for those obligations.

SECTION 21. DISPUTE RESOLUTION.

a. Whenever any dispute arises between a Principal or the Principals or between the Principals and the Snohomish County 911 (referred to collectively in this Section as the "parties") under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this Section, which shall also be binding on Subscribers.

b. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the President of the Governing Board, the Executive Director, and a representative(s) of the Principal(s), if a Principal(s) is involved in the dispute, and/or a person designated by the Subscriber(s), if a Subscriber(s) is involved in the dispute.

c. If the parties do not come to an agreement on the dispute or concern, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations (whichever is mutually agreed to). The mediator(s) shall be mutually agreed upon and shall be skilled in the legal and business aspects of the subject matter of

this Agreement. The parties shall share equally the costs of mediation and assume their own costs.

SECTION 22. INSURANCE.

The Governing Board, Executive Director, and Technical Advisory Committees shall take such steps as are reasonably practicable to minimize the liability of the Participating Agencies, including but not limited to the utilization of sound business practice. The Governing Board shall determine which, if any, insurance policies or self-insurance programs for governmental entities authorized in the State of Washington may be reasonably and practicably acquired to cover liability exposures and other potential losses arising from the operations of the Snohomish County 911 and the activities of the parties pursuant to this Agreement (which may include Directors and Officers, Commercial General Liability, Auto, Workers' Compensation, Stop Gap/Employer's Liability, errors and omissions, crime/ fidelity insurance, CyberRisk, property damage or loss), and shall direct the acquisition of same.

SECTION 23. INDEMNIFICATION AND HOLD HARMLESS.

a. Each Principal shall defend, indemnify and hold other Principals, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's negligent acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused solely by the acts of a Principal; provided, that if any such Claim is based on the concurrent negligence of more than one Principal, then the indemnifying party's obligation hereunder applies only to the extent of its negligence.

b. Each Principal shall defend, indemnify and hold the Snohomish County 911 and its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's negligent acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused solely by the acts of the Snohomish County 911; provided, that if any such Claim is based on the concurrent negligence of Snohomish County 911 and Principal, then the indemnifying party's obligation hereunder applies only to the extent of its negligence.

c. As provided in its Articles, the Snohomish County 911 shall defend, indemnify and hold each Principal its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of the Snohomish County 911's acts or omissions in connection with the

performance of its obligations under this Agreement, except to the extent the injuries and damages are caused solely by the acts of any Principal;; provided, that if any such Claim is based on the concurrent negligence of Snohomish County 911 and a Principal, then the indemnifying party's obligation hereunder applies only to the extent of its negligence.

d. The Snohomish County 911 will hold harmless, indemnify and defend its officers, officials, employees and volunteers from any and all legal liability, claims or lawsuits of any kind for injuries, damages, losses of any kind occurring to another, including attorney fees, which may arise out of the good faith performance of their duties to the Snohomish County 911 and performed in the scope of their employment or service to the Snohomish County 911, except to the extent the injuries, losses and/or damages are caused by the intentional and knowing wrongful acts of any of the Snohomish County 911's officers, officials, employees or volunteers.

e. Subscribers shall be required to agree to indemnify and hold harmless each Principal and the Snohomish County 911, their officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of Subscriber's negligent acts or omissions in connection with the receipt of services from Snohomish County 911. To such degree as the Governing Board determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of Snohomish County 911, Snohomish County 911 may also indemnify and hold harmless Subscribers.

f. 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 a party hereto and the Snohomish County 911, its officers, officials, employees, and volunteers, the party's liability hereunder shall be only to the extent of the party's negligence. It is further specifically and expressly understood that the indemnification provided in this Section constitutes the party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose 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.

g. Each party shall give the other parties proper notice as provided herein of any claim or suit coming within the purview of these indemnities. Termination of this Agreement, a Principal's withdrawal from the Snohomish County 911, or a Principal's conversion to Subscriber status (collectively for purposes of this subparagraph "Termination"), shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those indemnities and which shall have occurred prior to such Termination.

SECTION 24. INTERGOVERNMENTAL COOPERATION.

The Snohomish County 911 shall cooperate with local, state and federal governmental agencies in order to maximize the utilization of any grant funds for equipment and operations and to enhance the effectiveness of the Snohomish County 911's operations and minimize costs of service delivery.

SECTION 25. NOTICE.

Notices required to be given to Snohomish County 911 under the terms of this Agreement shall be directed to the following unless all Principals are otherwise notified in writing:

President of the Governing Board and Executive Director, Snohomish County 911
c/o Snohomish County 911
1121 S.E. Everett Mall Way, Suite 200
Everett, WA 98208

Notices to Principals, Subscribers, Associate Agencies, Governing Board Members or Representatives required hereunder may be given by mail, overnight delivery, facsimile or email, or personal delivery. Each Principal shall provide the President of the Governing Board written notice of the address for providing notice to said Principal. Any Principal wishing to change its mail or email address shall promptly notify the President of the Governing Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail or overnight delivery services, sent by facsimile or email (with confirmation of transmission), or received by personal delivery.

SECTION 26. COMPLIANCE WITH LAWS.

During the term of this Agreement, the parties hereto agree to comply with all federal, State, and local laws as necessary to carry out the terms of this Agreement. Further, to the extent that any Emergency Communication Services and/or Additional Services involve the retention, security, confidentiality or other handling of certain "protected" health information under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations thereunder by the U.S. Department of Health and Human Services and other applicable laws including chapter 70.02 RCW, the Washington Uniform Health Care Information Act, as amended, the parties agree to comply with such laws and execute documents as necessary to implement the requirements under such laws.

SECTION 27. VENUE.

The venue for any action related to this Agreement shall be in the Superior Court in and for Snohomish County, Washington at Everett, Washington, or if applicable, in Federal District Court, Western District of Washington.

SECTION 28. NO THIRD PARTY BENEFICIARIES.

There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement. In addition to the foregoing, nothing in this Agreement is intended to create a special relationship or other basis for third party liability.

SECTION 29. SEVERABILITY.

The invalidity or any clause, sentence, paragraph, subdivision, section or portion of this Agreement shall not affect the validity of the remainder of this Agreement.

SECTION 30. RATIFICATION.

All prior acts taken by the Principals and Snohomish County 911 consistent with this Agreement are hereby ratified and confirmed.

SECTION 31. EXECUTION, COUNTERPARTS, AMENDMENT AND RESTATEMENT OF ORIGINAL AGREEMENT, AND EFFECTIVE DATE.

The Original Agreement was executed on behalf of each Principal by its duly authorized representative following approval of the Original Agreement by motion, resolution or ordinance of its legislative authority. Pursuant to the terms of the Original Agreement and except for certain amendments as provided in Section 18 of the Original Agreement, the Original Agreement may be amended from time to time by Supermajority Vote of the Governing Board of Snohomish County 911 without further approval of legislative authorities of the Principals.

Pursuant to Section 4, Section 6.j and Section 18 of the Original Agreement, after giving 30 days' notice to each Principal as required by Section 18 of the Original Agreement, the Governing Board of Snohomish County 911, by Supermajority Vote of its Principals, authorized the amendment and restatement of the Original Agreement by the execution and delivery of this Agreement.

This Agreement shall be deemed adopted and effective as of ~~April 21 XXXX XX, 2022~~ June 20, 2024, and as of such date, this Agreement shall control the operations and governance

of Snohomish County 911. This Agreement shall be filed and/or posted as required by chapter 39.34 RCW.

This Agreement shall be executed by the President of the Governing Board, and attested to by the Secretary of the Governing Board.

IN WITNESS WHEREOF, this Agreement shall be effective as of the date set forth above.

Snohomish County 911

By: _____
Jon Nehring
Board President

Attest:

By: _____
Terry Peterson
Board Secretary

Approved as to Form:

By: _____
Attorney for Snohomish County 911

EXHIBIT A

Process for Selecting Governing Board Members and Alternates

~~Governing Board Members shall be selected as soon as practicable, not no later than sixty (60) days following the ratification of changes to Exhibit A, through the process described below. Initial terms for Board Members shall run through 2026 and Beginning beginning in 2022~~2026, Governing Board Members are selected every two (2) years in April, through the process described below.

If not defined in this **Exhibit A**, capitalized terms have the meaning stated in the Agreement.

As used in this **Exhibit A**:

- **Population Served** means the residential population of all territory Directly Served by a Principal Police Agency or Fire Agency, according to the most recent annual report issued by the State Office of Financial Management each year determining the population of each jurisdiction.
- **Administration and Technology Cost Center** means all costs allocated to this cost center that are not otherwise attributed to another cost center as defined in Exhibit B.

Step 1. Police Agencies are divided into four (4) caucuses

- a. Rank each Police Agency by ~~Population Served~~the pro rata share of the Administration and Technology Cost Center for each Police Agency from smallest to largest, *provided, however*, that to avoid double counting, Population Served shall be based on the population for which the Police Agency has general policing responsibilities; contracts for special services (such as bomb squad or SWAT responses only) are not included in the calculation of Population Served.
- b. Snohomish County shall be its own caucus (until and unless it is no longer the largest Police Agency in terms of ~~Population Served~~pro rata share of the Administration and Technology Cost Center, in which case all four caucuses shall be determined as per Subsection c below).
- c. The remaining Police Agencies shall be divided into three roughly equal caucuses based on ~~Population Served~~pro rata share of the Administration and Technology Cost Center, starting from the smallest Police Agency and working up to agencies serving more population. In deciding where to divide caucuses, the following rules shall apply:

- i. ~~No~~ Police Agency shall be divided into two caucuses.
- ii. Caucuses with the smallest agencies (the two caucuses with three Governing Board Member seats, referred to as Small and Medium Police Agencies on the Police Agencies Table below) shall be sized by rounding up (exceeding the ~~population target~~pro rata share target to the extent necessary to completely include the ~~target population~~pro rata share target and not divide any Police Agency between caucuses), and the larger Police Agency caucus (two Governing Board Member seats, referred to as Next Largest Police Agencies in the Police Agencies Table below) shall be rounded down.

Step 2. Fire Agencies are divided into three (3) caucuses

- a. Rank each Fire Agency by **Population Served**, from the smallest to the largest, *provided, however*, that to avoid double counting, Population Served shall be based on fire suppression responsibility; contracts for limited services (such as BLS/ALS response/transport) are not included in the calculation of Population Served.
- b. Divide the Fire Agencies into three (3) caucuses based on whether they are small, medium or large agency, defined as follows:
 - i. A Large Fire Agency is defined as an agency serving 14% or more of the total Population Served by all Fire Agencies.
 - ii. A Medium Fire Agency is defined as an agency serving more than 3% and less than 14% of the total Population Served by all Fire Agencies.
 - iii. A Small Fire Agencies is defined as an agency serving 3% or less of the total Population Served by all Fire Agencies.

Step 3. Each Caucus selects Board Members

- a. In April, designated representatives from each Principal in each Police Agency caucus and each Fire Agency caucus shall meet together and select Governing Board Members to represent them on the Governing Board for the next two-year term. Caucuses may determine their own rules for nominating and selecting Governing Board Members, provided that the following rules shall apply:
 - i. Representatives to the caucus shall be designated by the legislative body of the Principal they represent (or by such other person as local codes may require). Designated representatives must be qualified to serve as a Governing Board Member.

- ii. An individual need not attend the caucus in order to be selected as a Governing Board Member, so long as the person otherwise meet the qualifications of a Governing Board Member.
- iii. Each Principal within a caucus shall have an equal vote in selecting each Governing Board Member.
- iv. Any Principal who has designated more than one representative to the caucus, and is unable to unanimously decide where to place their vote, at the time the vote is called, shall forfeit their vote.
- v. Voting by proxy will not be allowed.
- vi. No Principal may have an elected official or staff member hold more than one (1) Governing Board seat in a single caucus unless there are more seats than Principals in the caucus.
- vii. The Secretary shall record the votes of the caucus. Each caucus shall submit a written statement to the Secretary of Snohomish County 911, signed by not less than half of the caucus' representatives participating in the meeting, confirming the individuals to whom the caucus's Board seats are to be allocated for the next term of office. This record shall be included in the next regularly scheduled board meeting packet.

~~b. Designated representatives from each Associate Agency and each Single-Service Principal shall also form a caucus to select a single non-voting Board Member. Representatives to the caucus shall be designated in the same manner as described in Step 3.a.i, one from each Associate Agency and each Single-Service Principal. The caucus rules described in Step 3.a apply, as do rules for selecting an alternate as described in Step 4. In no event shall the Governing Board Member appointed by this caucus be from an agency that also has a voting Governing Board Member elected for the same board term.~~

e.b. The number of Governing Board Members to be selected by each caucus shall be as follows:

Police Agencies (10 Board Members)

Caucus 1: Largest Agencies (Currently Snohomish County is the only member)	2 Governing Board Members, one of which must be the County Sheriff or an assistant or deputy sheriff directly reporting to the Sheriff – unless or until the County is no longer the Largest Policy Agency (in terms of Population Served), in which case the two board members shall be selected as per Caucus 2.
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Caucus 2: Next Largest Police Agencies	2 Governing Board Members, of which one must be operational staff and one must be an elected official
Caucus 3: Medium Police Agencies	3 Governing Board Members, of which one must be an operational staff and one must be an elected official
Caucus 4: Small Police Agencies	3 Governing Board Members, of which one must be an operational staff and one of must be an elected official

Fire Agencies (5 Board Members)

Caucus 1: Large Fire/EMS Agencies	3 Governing Board Members
Caucus 2: Medium Fire/EMS Agencies	1 Governing Board Member
Caucus 3: Small Fire/EMS agencies	1 Governing Board Member

~~Associate Agencies and Single-Service Principals (1 non-voting Governing Board Member)~~

1 Caucus	1 non-voting Board Member
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Step 4. Each Caucus Selects a Slate of Designated Alternates, in Priority Order.

- a. Each caucus shall select a slate of designated alternates in a number equal to the number of Governing Board seats allocated to that caucus.
- b. Each caucus shall prioritize its alternates to determine the order in which the alternates are called upon to participate at a Governing Board meeting in the event of an absence of any Governing Board member representing the caucus.

Caucuses may determine their own rules for nominating and selecting Board Alternates, provided that the rules set forth in Step 3.a for selecting of Board Members shall apply.

Vacancies

Any vacancies shall be promptly filled by the appointing caucus, which shall meet either in person or telephonically to select a replacement Board Member and/or Alternate to serve

the remainder of the vacant position's unexpired term. Such selection process shall be subject to the rules outlined in **Step 3**.

EXHIBIT B

Principal Assessment Formula

Assessments are calculated and charged separately for each Emergency Communications Service provided for each Principal that has elected to receive such service. A Principal that has elected to receive both Police and Fire/EMS Emergency Communications Services will pay one Assessment for service to its Police agency and one Assessment for service to its Fire/EMS agency. A Principal that has elected to receive only police **or** Fire/EMS Emergency Communications Services from Snohomish County 911 only pays an Assessment for the service so received.

Capitalized terms used in **Exhibit B** not defined in this **Exhibit B** have the meaning set forth in the body of the Interlocal Agreement.

Description of the formula to derive Assessments for individual Principals.

Step 1: Divide the Net Adopted Budget into four cost pools:

- **Administration ~~,and~~ Technology~~,and Wireless Technology~~**
- **Call Takers**
- **Police Dispatch**
- **Fire Dispatch**

The costs allocable to each cost pool are further defined below (see “Definitions”)

Step 2: Apply Revenues to cost pools according to the following guidelines:

- E-911 Tax Revenues will first be applied to offset all costs associated with the **Call Takers** cost pool. Any E-911 Tax Revenues over and above the amount necessary to fund all costs in the **Call Takers** cost pool will be applied to fund permissible costs for such revenues within the **Administration, Technology, and Wireless Technology** cost pool.
- Emergency Communications and Facility Tax Revenues will be applied to fund permissible costs for such revenues within the Administration, Technology, and Wireless Technology cost pool. Revenues that exceed the Administration, Technology, and Wireless Technology cost pool will be applied to member assessments using the formula assigned to this cost pool.
- The portion of Subscriber Contract revenues attributable to all Emergency Communications Services *except* revenues attributable to the Wireless Technology cost pool will be applied to the **Police Dispatch** and/or **Fire Dispatch** cost pool, based on the services billed to the Subscriber. For example, revenues from a Subscriber contract for Emergency Communications Services with the Stillaguamish Tribe to service its Police Agency will be applied to reduce the size of the Police Dispatch cost pool, except for any increment of such revenue charged for Wireless Technology cost pool items.

- The portion of any Subscriber Contract revenues attributable to Radio System services will be applied to the Administration, Technology, and Wireless Technology cost pool, including but not limited to any revenues attributable to cell tower leases and other non-Assessment revenue attributable to the Radio System.
- Additional Services revenues will be applied to the Administration and Technology, Police Dispatch, Fire Dispatch, and/or Wireless Technology cost pool, based upon where the costs of those services are allocated.

Step 3: Divide the Administration and Technology, Call Taker, Police Dispatch and Fire Dispatch cost pools between Police Agencies and Fire Agencies:

- Amounts in the **Administration and Technology** cost pool will be divided based on the ratio of dispatch workstations assigned to each service (initially, 8 police dispatch stations and 5 fire stations)
 - Police 62%
 - Fire 38%

If the Board approves deployment of an additional dispatch work station to serve Police or Fire Agencies, this ratio will automatically change (the change is not considered a formula change requiring Governing Board approval).

- Amounts in the **Call Taker** cost pool will be divided based on a ratio that reflects an assessment of actual time spent by call takers processing each type of call:
 - Police 75%
 - Fire 25%

A change in this ratio requires Supermajority Vote of the Governing Board.

- Calculate a **Cost per Console** by dividing total Police Dispatch and Fire Dispatch Costs by the total number of dispatch stations.
- Amounts in the **Police Dispatch** cost pool are allocated to Police Agencies and are further separated out on a **Cost-per-Console** basis as between Shared Dispatch Station costs and Dedicated Dispatch Station costs. (In 2017, of the 8 Initial Police Dispatch stations, 5 were shared and 3 were dedicated—1 to Marysville Police, and 2 to Everett Police).
- Amounts in the **Fire Dispatch** cost pool are allocated to Fire Agencies and are further separated out on a **Cost-per-Console** basis as between Shared Dispatch Station costs and Dedicated Dispatch Station costs (In 2017, there were 5 Shared Dispatch Stations in the Fire Dispatch cost pool and no Dedicated Dispatch Stations).

Step 4: Allocate costs to individual Principals, calculating Fire and Police Agency assessments separately as follows:

- **Police Agency Principal Assessments:**

1. Calculate the sum of costs allocated to all Police Agencies in the **Administration and Technology** Cost pool plus the **Call Taker** cost pool, and *subtract* Police Agency Subscriber contract revenues. Allocate the resulting total amount between all Police Agency Principals based on the **Shared Cost Allocation Calculation**. The total Police Agency Principal Assessment for any individual Principal is this amount *plus* the individual dispatch cost allocation derived from *either* item 2 or 3 below as applicable to the individual Principal:
2. **For Principal Police Agencies assigned to Shared Police Dispatch stations:** Each such Principal is allocated a shared of all Shared Police Dispatch Station costs based on the **Shared Cost Allocation Calculation**.
3. **For Principal Police Agencies with Dedicated Police Dispatch stations:** Each such Principal is allocated a cost equivalent to the **Cost per Console** multiplied by the number of dedicated Police Dispatch stations for which they have contracted.

- **Fire Agency Principal Assessments:**

1. Calculate the sum of costs allocated to all Fire Agencies in the **Administration and Technology** Cost pool plus the **Call Taker** cost pool, and *subtract* Fire Agency Subscriber contract revenues. Allocate the resulting total amount between all Fire Agency Principals based on the **Shared Cost Allocation Calculation**. The total Fire Agency Principal Assessment for any individual Principal is this amount *plus* the individual dispatch cost allocation derived from *either* item 2 or 3 below as applicable to the individual Principal.
2. **For Principal Fire Agencies assigned to Shared Fire Dispatch stations:** Each such Principal is allocated a shared of all Shared Fire Dispatch Station costs based on the **Shared Cost Allocation Calculation**.
3. **For Principal Fire Agencies with Dedicated Fire Dispatch stations:** Each such Principal is allocated a cost equivalent to the **Cost per Console** multiplied by the number of dedicated Fire Dispatch stations for which they have contracted.

- **Shared Cost Allocation Calculation:**

Take the total sum to be allocated and divide it up based on three different factors:

1. 54% of total costs are allocated based on the percentage share of a Principal's Calls for Service as compared to total Calls for Service of all such agencies (police or fire—including Principals and Subscribers). Calls for Service shall be calculated as an annual average based on the most recent 8 calendar quarters (see definition of Call Calculation Period).
2. 23% of costs are allocated based on the percentage share of a Principal's Assessed Value as compared to the total Assessed Value of all such agencies (police or fire, Principals and Subscribers).
3. 23% of costs are allocated based on the percentage share of a Principal's Population Served as compared to the total Population of all such agencies (police or fire, Principals and Subscribers).

Principals who were "SERS Phase II" agencies and have a contract with Snohomish County whereby the Principals remit operations and maintenance expenses for SERS to the County to be passed through to SERS will continue to pay operation and maintenance expense of the Radio System under such existing agreements until such agreements are modified to permit direct payment of these charges, or such until such agreements expire, whichever is first.

DEFINITIONS

Fire Agency or Fire Agencies: unless expressly noted otherwise, in this Exhibit these terms include both Principals and Subscribers Directly Providing fire and medical services that are Directly Served by Snohomish County 911.

Police Agency or Police Agencies: unless expressly noted otherwise, in this Exhibit these terms include both Principals and Subscribers Directly Providing police services that are Directly Served by Snohomish County 911.

Cost-Per-Console Total labor costs to staff all police and fire dispatch consoles divided by the number of consoles.

Net Adopted Budget means the budget approved by the Governing Board after action by all individual Principals, applicable in the time period for which the **Assessment** is payable, *less* **Other Revenues**.

Other Revenues mean revenues received by Snohomish County 911 from sources other than User Fees, E-911 tax revenues and Additional Services, including without limitation Associate Agency fees, other miscellaneous revenues, grants, or awards that may be available from time to time to offset the operating and capital costs of Snohomish County 911.

Administration ~~and Technology, Technology and Wireless Technology~~ Costs include all costs associated with providing the supervision, management, facilities costs, insurance, reserve contributions, etc., of running the public safety dispatch center and technologies including wireless technologies, and all other expenditures in the Net Adopted Budget not included in the definition of Call Taker Costs and Dispatch Costs.

Call Taker Costs include all **labor costs** associated with the prescribed number of operational staff assigned to staff the call taking function.

Police Dispatch Costs include all **labor costs** associated with the prescribed number of operational staff assigned to all dispatch workstations designated for serving Police Agencies.

Fire Dispatch Costs include all labor costs associated with the prescribed number of operational staff assigned to all dispatch workstations designated for serving Fire Agencies.

Shared Dispatch Stations are dispatch stations that not dedicated by agreement (as opposed to workload allocation) to serve a single Principal or Subscriber.

Dedicated Dispatch Stations are dispatch stations that are dedicated by agreement to serve a single Principal or Subscriber.

Labor Costs are direct costs of salary and benefits.

E-911 tax revenues mean revenues received by Snohomish County 911 from Snohomish County pursuant to State law.

Calls for Service are defined on Appendix B-1, *provided* that until Snohomish County 911 has been in operation for more than three years, the calculation of the number of **Calls for Service** shall be determined in whole or in part (to the extent necessary to determine the two-year average number of calls for service) based on the number of **Calls for Service** by each **Charged Operation** as reported by the records of the dispatch agency previously serving each **Charged Operation**, and consistent with the definition of **Calls for Service** in **Appendix B-1**.

Charged Operation refers to an individual Principal's fire/EMS agency/operation, being charged under the **Assessment** formula.

The **Call Calculation Period** is defined as the first calendar quarter of the preceding budget year, and the 7 calendar quarters preceding that. (For example, in 2019, the Call Calculation Period be the first quarter of 2018, plus the preceding 7 calendar quarters—all of 2017, and the last three quarters of 2016).

Population Served has the meaning set forth in **Exhibit A**.

Assessed Value is the **Assessed Value** of taxable real property in an individual Principal or Subscriber's or Snohomish County 911 **Service Territory** for the **Charged Operation** (as applicable) for the most recently available tax year, as published by the State Office of Financial Management or Snohomish County Assessor.

"Service Area" means the geographic area of all territory Directly Served by a Principal Police Agency or Fire Agency, with the County's Service Area excluding incorporated areas that are Directly Served by another Police Agency.

Appendix B-1

Definition of “Calls for Service”

The purpose of this Exhibit is to define Calls for Service for purposes of billing/funding calculations.

Snohomish County 911 will bill each Principal based on the User Fee formula, which incorporates consideration of Calls for Service as defined in this Exhibit.

Section 1. Call for Service Defined: Snohomish County 911 defines a Call for Service for workload analysis and User Fee calculation as any request for service or unit initiated activity resulting in creation of a Computer Aided Dispatch System (CAD) incident that requires oversight by or interaction with Snohomish County 911 personnel, with the exception of the following:

- a. Any **mutual aid incident** where another Snohomish County 911 Principal within the same classification (police/fire/medic) is dispatched as the primary responding agency. *For example*, a police department that responds into another police department’s jurisdiction to provide assistance does not constitute a Call for Service charged to the mutual aid responder. However, an incident involving both police and fire/EMS would result in a Call for Service for both classifications. Similarly, any mutual aid request dispatched to a location outside the Snohomish County 911 service area shall not constitute a Call for Service.
- b. Any incident that is a **duplicate** of another Call for Service, or **associated** with another Call for Service. *For example*, multiple calls about a single brush fire incident will result in only one Call for Service for the fire/EMS responder.
- c. Any incident that is **cancelled** by Snohomish County 911 personnel due to an error or similar internal reasons. *This does not include “cleared incidents”*, which are incidents that are cancelled when the requesting party calls back to cancel the response after the incident has been entered into CAD.
- d. Any **informational broadcast** including but not limited to CAD entries type codes of NOTICE, NOTICEP & INFO.
- e. Any **informational incident** used for tracking non police or Fire/EMS activity created by dispatchers solely for the purpose of assisting the dispatcher in tracking such activity, *for example*, utility call-outs.

Section 2: Assignment of CFS: As a general rule, CAD incidents are assigned to a Principal when the incident occurs within its authorized dispatch area (geo-verified location) and service discipline (Police/Fire) with the following exceptions:

- a. **Transit, Fire Marshall, Narcotics Task Force:** these incidents are assigned to the responsible countywide agency regardless of location.

b. **Traffic Stops:** assigned to the initiating agency.

c. **Non-geo verified incidents, in County:** assigned to initiating agency.

If there are significant anomalies in the manner calls have been measured by SNOCOM and SNOPAC, those anomalies shall be adjusted in a manner determined reasonable by the Governing Board (Supermajority Vote item) in order to develop a fair means for determining the number of calls across all agencies.

EXHIBIT C

Principals and Associate Agencies of Snohomish County 911

PRINCIPALS:

SNOHOMISH COUNTY
CITY OF ARLINGTON
CITY OF BRIER
CITY OF EDMONDS
CITY OF EVERETT
CITY OF LAKE STEVENS
CITY OF LYNNWOOD
CITY OF MARYSVILLE
CITY OF MILL CREEK
CITY OF MONROE
CITY OF MOUNTLAKE TERRACE
CITY OF MUKILTEO
CITY OF WOODWAY
MARYSVILLE FIRE DISTRICT
NORTH COUNTY REGIONAL FIRE AUTHORITY
SNOHOMISH REGIONAL FIRE AND RESCUE
SNOHOMISH COUNTY FIRE DISTRICT NO. 4
SNOHOMISH COUNTY FIRE DISTRICT NO. 5
SNOHOMISH COUNTY FIRE DISTRICT NO. 15
SNOHOMISH COUNTY FIRE DISTRICT NO. 16
SNOHOMISH COUNTY FIRE DISTRICT NO. 17
SNOHOMISH COUNTY FIRE DISTRICT NO. 19
SNOHOMISH COUNTY FIRE DISTRICT NO. 21
SNOHOMISH COUNTY FIRE DISTRICT NO. 22
~~SNOHOMISH COUNTY FIRE DISTRICT NO. 23~~
SNOHOMISH COUNTY FIRE DISTRICT NO. 24
SNOHOMISH COUNTY FIRE DISTRICT NO. 25
SNOHOMISH COUNTY FIRE DISTRICT NO. 26
SNOHOMISH COUNTY FIRE DISTRICT NO. 27
SNOHOMISH COUNTY FIRE DISTRICT NO. 28
SOUTH SNOHOMISH COUNTY FIRE & RESCUE REGIONAL FIRE AUTHORITY

ASSOCIATE AGENCIES:
CITY OF DARRINGTON
CITY OF GOLD BAR
CITY OF GRANITE FALLS
CITY OF SNOHOMISH
CITY OF STANWOOD
CITY OF SULTAN



ACTION REQUESTED for Proposed Amendments to the SNO911 Interlocal Agreement

Date: April 8, 2024
To: Principals of Snohomish County 911
From: Terry Peterson, Deputy Director/Board Secretary
RE: Legislative Action Requested – Updated Interlocal Agreement

Enclosed are proposed amendments to the Snohomish County 911 (SNO911) Interlocal Agreement (ILA). The SNO911 Board has reviewed a draft of the changes and are requesting your approval by May 31, 2024. The type of amendments being made require every SNO911 Principal Member to approve through their legislative body, unless this authority has been delegated within your individual jurisdiction.

The recommended changes are focused in **Exhibit A – Process for Selecting Governing Board Members and Alternates**. The existing ILA divides the 10 Police Agency Board Seats by simple population. The SNO911 Board is recommending this be modified to more closely follow the assessment formula, by dividing the Police Board Seats by pro rata share of the Admin/Technology Cost Center; which is essentially a reflection of the core components of the SNO911 Assessment Formula. The Assessment Formula allocates costs by formulaically using 54% on Calls For Service (Activity), 23% on jurisdiction population, and 23% jurisdiction assessed value. The SNO911 Board believes this change is a better representation of members size, usage, and participation on the Agency.

The second recommend change is the elimination of the single non-voting board seat. This was designed to provide a non-voting board seat for single-service providers (an agency who provides only fire or police, but not both) or an associate member (an agency who contracts both police and fire services to another provider(s)). The experience since SNO911 went into live operations in 2017 is that this seat has only been filled approximately half of the time and often the representative does not actively participate. All members are welcome to attend and participate in any SNO911 Board Meeting or Committee without this additional designation.

Finally, there are two additional non-substantive additional changes, [Exhibit A, Step 3, viii]: more closely aligns with how caucus voting has been managed post-pandemic where caucusing has been done remotely. [Exhibit B]: Eliminates the term “Wireless Technology” which is no longer a department at SNO911 and is fully merged within the Technology department.

A copy of the updated ILA, with red-lined revisions, is attached to this memo.

Action is requested by your legislative body to approve the changes by May 31, 2024.

If you would like to provide comment to the Board we welcome your participation. This item is on the agenda for discussion at the Regular Board Meeting May 16, 2022 at 0830 via the Zoom link below. The SNO911 Board Meets Monthly on the third-Thursdays of the month at 0830. Meeting notice and details are posted on our website at www.sno911.org.

<https://us02web.zoom.us/j/86000466014?pwd=YWxBbE9HMIJuT2ZXMTYVU8rSnBkUT09>

If your agency has any comments or questions regarding the proposed amendments, you can reach me at tpeterson@sno911.org or (425) 615-0714.

Informational Timeline:

- April 18th: SNO911 Board approves ILA changes for consideration by all principal legislative bodies and notice is sent electronically.
- May 16th: Principal Member Agencies have opportunity to discuss at regular SNO911 Board Meeting. Principals may attend in person or email inquiries to SNO911 Secretary.
- May 31st: Principals deadline for Approval/Rejection of changes
- June 20th: SNO911 Board to consider ratification of ILA changes

CITY COUNCIL STAFF REPORT



Agenda Date: 5/28/2024

Subject: Public Safety Testing (PST) Pre-employment Background Investigations Service Agreement

Contact Person/Department: Jeffrey Beazizo, Police Department

Budget Impact:	PRE-EMPLOYMENT BACKGROUND INVESTIGATIONS	2024	2025
	Entry-level Candidates*	\$77/hour	\$80/hour
	Lateral/Certified Entry LE/Corrections Candidates*	\$83/hour	\$86/hour
	Mid-Manager*	\$102/hour	\$106/hour
	Executive-level Candidates	\$120/hour	\$125/hour
	*Expedited Pre-employment Background Request 20% increase (excluding Executive-level background requests)		20% increase

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Request Council to approve and authorize the Mayor or City Administrator to sign.

SUMMARY/BACKGROUND:

Public Safety Testing, Inc. is a skilled provider of pre-employment testing services to police, fire, and other public safety agencies. The Lake Stevens Police Department uses Public Safety Testing for the outreach and recruitment support, application intake processing, and administration of pre-employment written examinations and/or physical ability tests and Background Investigations and Reporting.

Written examinations are administered in-person, remotely through a network of certified college testing facilities and through virtual in-home testing program.

Physical ability tests for law enforcement applicants are administered at test events, through a network of partner gym and fitness facilities and through online, virtual in-

home testing program (V-PAT).

Written examination scores will be reported as a percentage score (based on 100%) and physical ability test scores will be reported as "Pass" or "Fail".

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 2024 Background Investigation Services Agreement - Lake Stevens PD



SPECIALIZED SERVICES AGREEMENT

WHEREAS *PST Investigations* is a skilled provider of pre-employment background investigations, workplace investigations, and other services to public agencies, political subdivisions, and

WHEREAS the Client agency (the "Client"), either directly or through a civil service commission, tests, evaluates, ranks, and hires law enforcement officers and corrections officers, and other public safety positions in the performance of its public safety functions, and

WHEREAS the Client desires to contract for new or additional services as set forth herein, NOW, THEREFORE

PST Investigations, a division of Public Safety Testing, Inc. (the "Contractor") and the Lake Stevens Police Department, WA (the "Client"), do enter into this Agreement under the terms and conditions set forth herein.

Commencement Date: July 1, 2024

This Agreement will automatically renew annually unless either party provides a 60-day notice as outlined in Section 7. Each annual renewal includes a 5% increase in professional fees.

1. Description of Basic Services:

The Contractor will provide or coordinate independent service providers to perform the following services to the Client, on its request, and at its direction [*initial next to service(s) desired*]:

- ____ 1.1 Background Investigation and Report: This service is described in Exhibit A, which is incorporated by this reference as fully as if set forth herein.
- ____ 1.2 EyeDetect Pre-Employment Lie Detection/Truth Verification Test: The Contractor will conduct a pre-employment lie detection/truth verification test using EyeDetect and provide results as part of the normal background investigation process.

- 1.3 Polygraph Examination and Report: The Contractor will coordinate an independent service provider and certified polygraph examiner with experience in pre-employment testing of law enforcement, corrections, and other public safety candidates to conduct the examination. The Independent service provider will provide results directly to the Client.
- 1.4 The Client ☐ **does** ☐ **does not** require the candidate to submit a financial credit report as part of their background investigation.
- 1.5 The estimated annual salary (plus anticipated overtime, but without benefits) for this position is ☐ **below \$75,000** ☐ **above \$75,000**
- 1.6 For each background investigation, the Client requests the following (unless otherwise noted, most entry-level background investigations' reference interviews will be conducted via telephone):
- (check all that apply)**
- ☐ Onsite visit to current employer
- ☐ Personal visit to the candidate's home; interview spouse/significant other/roommates, etc.
- ☐ Other(describe):
-

2. **Professional Fees:**

The following professional fees for the Contractor or independent service provider shall apply:

2.1 Background Investigation and Reporting

- a) Records/data checks @ \$150 per candidate. Records/data checks for candidates that reside or have resided outside of the State of Washington may be higher, depending on the State.
- b) Education Verification report @ \$43
- c) Investigative, interviews, administrative, and follow-up work at the following rates:

PRE-EMPLOYMENT BACKGROUND INVESTIGATIONS	2024	2025
Entry-level Candidates*	\$77/hour	\$80/hour
Lateral/Certified Entry LE/Corrections Candidates*	\$83/hour	\$86/hour
Mid-Manager*	\$102/hour	\$106/hour
Executive-level Candidates	\$120/hour	\$125/hour
*Expedited Pre-employment Background Request (excluding Executive-level background requests)	20% increase	20% increase

2.1.1. Under the Fair Credit Reporting Act, candidates are entitled to dispute any item's completeness or accuracy in their file. If this occurs, the Contractor will conduct a reasonable reinvestigation at no charge to the Client if the Contractor initially reported the disputed information.

2.2 Additional Services

ADDITIONAL SERVICES	2024 Per Candidate	2025 Per Candidate
EyeDetect Pre-Employment Lie Detection Test	\$250	\$275
Polygraph Examination	\$400	\$420
Polygraph Examination Re-Test Following a Pre-Employment Failed Examination	\$400	\$420
Out-of-State Polygraph Requests	<i>An additional 25% fee of PST's cost to the agency</i>	<i>An additional 25% fee of PST's cost to the agency</i>

EyeDetect Pre-Employment Lie Detection Test. EyeDetect Tests are generally conducted at the Contractor's office(s). Additional fees may be added.

Polygraph Examination. Polygraph Examinations are generally conducted at the Examiner's Office(s). Additional fees may be added.

- 2.3 The Contractor's actual costs for travel, meals, lodging, parking, tolls, and other related expenses are additional. Mileage will be charged at the current federal standard mileage rate per mile. A 4% surcharge is added to these expenses to cover administrative fees. Washington State sales tax is NOT charged.

Any out-of-state travel for investigative purposes will require pre-approval by the Client.

- 2.4 The Contractor will invoice the Client following completion of described services on behalf of the Contractor or an independent service provider. The Client will make payment within 30 days of receipt of the invoice.

2.4.1 Direct Deposit (ACH Enrollment). Clients are encouraged to set up direct deposit (ACH enrollment) for their payments. There will be no additional fee for direct deposit payments (ACH enrollment).

2.4.2 Credit Card. A three percent (3%) fee will be added at the time of payment to each payment made using a credit card. Such a fee aims to cover the Contractor's credit card processing fees.

3. Warranties and Reservations:

- 3.1 Each service provided pursuant to this Agreement shall be conducted and provided in accordance with generally accepted practice in the relevant industry. The Contractor shall comply with state and federal statutes. No other warranty, express or implied, is provided by the Contractor.
- 3.2 The Contractor shall maintain complete written records of its files pertaining to candidates for two years following the background, in accordance with the Fair Credit Reporting Act statute of limitations. The Contractor expressly agrees and warrants that the Contractor has acquired all tests and written materials utilized in accordance with the appropriate copyright agreements and laws and that it has a valid right to use and administer any written materials and tests in accordance with such agreements and laws.
- 3.3 The Contractor retains a right of co-ownership to its work product produced under this contract, including the right to use, reuse, or resell all or any portion of the materials, reports, and information gathered during the investigation.

3.3.1 If the Client requests a background investigation within 60 days of completing a background investigation for another agency of the same candidate, the Client agency will receive a 25% discount for the investigation report. The report itself may require updating based on the Client's needs.

3.3.1.1 If the Client requests additional work beyond the original background investigation, such additional work and related expenses will be charged directly to the Client.

3.3.2 If another agency requests a background investigation within 60 days of completing a background investigation of the same candidate conducted for the Client, the Client will receive a 25% rebate or credit.

3.3.3 If an agency requests a background investigation on a candidate with an ongoing investigation with the Contractor for another agency, the Contractor will complete the background investigation for the original requesting agency. Two (2) weeks after the report is submitted to the original requesting agency, the report will be sent to the second agency.

4. Certifications:

- 4.1 Consumer Reports: The Client is aware that the Fair Credit Reporting Act applies to background checks conducted by third-party investigators. Therefore, in accordance with the Fair Credit Reporting Act, the Client makes the following certifications to the Contractor:

4.1.1. The Client certifies that it seeks the information in the background check provided by the Contractor for employment purposes.

4.1.2. The Client further certifies that the Client will not use the background check for any purpose except for employment purposes.

4.1.3. The Client also certifies that before taking an adverse action based in whole or in part on the background check, the Client shall provide to the candidate oral, written, or electronic notice of the adverse action and a description in writing of the rights of the candidate under the Fair Credit Reporting Act, as written by the Federal Trade Commission. And provide to the candidate orally, in writing, or electronically the Contractor's name, address, and telephone number. The Contractor will provide a copy of the candidate's rights under the Fair Credit Reporting Act at the time the background check is provided to the Client.

4.1.4. The Client is further required to certify that prior to procuring a background check from the Contractor, the Client will (a) make a clear and conspicuous disclosure in writing to the candidate for employment in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and (b) obtain from the candidate for employment an authorization in writing that the Client may procure a background check. However, the Contractor shall act as the Client's agent to make this disclosure and obtain the candidate's authorization. The disclosure and authorization will be obtained during the candidate's application process with the Contractor.

4.2 Investigative Consumer Reports: The Client is aware that an "investigative consumer report" means a background check in which information on the candidate's character, general reputation, personal characteristics, or mode of living is obtained through personal interviews with neighbors, friends, or associates of the candidate or with others with whom he or she acquires or who may have knowledge concerning any such items of information. If the Client has requested such interviews to take place, the Client makes all of the certifications contained in Section 4.1 above and the following additional certifications:

4.2.1. The Client certifies that it will comply with Section 606(b) of the Fair Credit Reporting Act, which provides that the Client shall, upon written request made by the candidate within a reasonable period after the receipt of the disclosure made pursuant to Section 4.2.2 below, make a complete and accurate disclosure of the nature and scope of the investigation requested. This disclosure must be made in writing, mailed, or otherwise delivered to the candidate not later than five days after the date on which the request is received.

4.2.2. The Client is further required to certify that it has clearly and accurately disclosed to the candidate that an investigative consumer report, including information as to their character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be made and that such disclosure has been or will be delivered to the candidate not

later than three days after the date on which the report was first requested. The Client further certifies that the disclosure will include a statement informing the consumer of their right to request the additional disclosures provided under Section 606(b) of the Fair Credit Reporting Act. However, the Contractor shall act as the Client's agent for the purposes of making this disclosure. The disclosure will be made during the candidate's application process with the Contractor.

5. Independent Contractor:

The Contractor is an independent contractor. Any and all agents, employees, or contractors of the Contractor shall have such relation only with the Contractor. Nothing herein shall be interpreted to create an employment, agency, or contractual relationship between the Client and any employee, agent, or sub-contractor of the Contractor.

6. Indemnity and Hold Harmless:

The parties agree and hold harmless each other, their officers, agents, and employees in accordance with the following provisions:

6.1 The Contractor shall indemnify the Client from:

6.1.1 Violation of any copyright agreement or statute relating to the use and administration of the tests or other written materials herein provided for.

6.1.2 Any cost, claim, or liability arising from or out of the claims of an employee, agent, or sub-contractor to the end that the Contractor shall be an independent Contractor, and the Client shall be relieved of any and all claims arising from or relating to such employment relationships or contracts between the Contractor and third parties.

6.1.3 The alleged negligent or tortious act of the Contractor in the provision of services under this Agreement.

6.1.4 Any claim or charge incurred relating to a charge paid by the Client pursuant to Section 2.3 of this Agreement.

6.2 The Client shall indemnify and hold harmless the Contractor, its officers, agents, and employees from any and all cost, claim, or liability arising from or out of the alleged negligent or tortious act of the Client or its officers, agents, or employees in the provision of services hereunder.

6.3 The promises of the Client and Contractor shall include the reasonable cost of legal defense by counsel chosen by the mutual agreement of the parties hereto but shall exclude any cost, claim, or liability arising from breach of this Agreement or the negligent or tortious act of the party seeking indemnity, its officers, agents and/or employees.

7. **Termination:** The Contractor and the Client may withdraw from this Agreement at any time for any reason with 60 days written notice, provided, however, that the provisions of paragraphs 3.2 shall remain in full force and effect following the termination of this Agreement with respect to, and continuing for so long as the consent of the candidate tested by the Contractor remains in effect.
8. **Entire Agreement, Amendment:** This is the entire Agreement between the parties. Any prior agreement, written or oral, shall be deemed merged with its provisions. This Agreement shall not be amended, except in writing, with the express written consent of the parties hereto.

This Agreement is dated this _____ day of _____, 2024.

LAKE STEVENS POLICE DEPARTMENT, WA

**PST INVESTIGATIONS
PUBLIC SAFETY TESTING, INC.**

By: _____

By:  May 15, 2024 _____

Print: _____

Print: Jon F. Walters, Jr.

Its: _____

Its: President

Point of Contact: _____

Greg Wilson

Title: _____

Director of Investigation

Address: _____

20818 44th Ave W, STE 160

Lynnwood, WA 98036

425.741.8872 / 425.7876.9615

City/State/Zip: _____

Telephone: _____

Invoicing Preference (select one):

☐ US Postal Service Mail

☐ Electronic via email @ _____

Subscriber's Contact for Billing

(Please complete if different from the contact information above)

Contact: _____

Address: _____

Title: _____

City/State/Zip: _____

Agency: _____

Telephone: _____

Email: _____

EXHIBIT A

BASIC BACKGROUND INVESTIGATIONS

SCOPE OF WORK

1. PST discusses the department's scope of work, essential attributes to screen for, etc.
2. The candidate completes the Personal History Statement, notarizes signatures, completes the necessary waiver and notification forms, and submits them to PST. PST reviews information provided, PHS, etc.
3. PST conducts records/data checks
 - Public Records Check¹
 - WA Criminal history conviction information
 - Pending convictions and/or outstanding warrants
 - Federal Court Check
 - Sex Offender Registration
 - Credit Check/Prior Address History
 - SSN Verification
 - Department of Licensing Records (driver's license) (may be submitted by candidate)
4. Personal History Questionnaire (PHQ) completed by the applicant online.
5. One-on-one comprehensive in-person interview with the candidate.
6. For entry-level candidates, telephone interviews of significant references (approx. 6-12 telephonic interviews). May conduct in-person or onsite interviews as requested by the client agency. Second-tier references may also be contacted as necessary.
 - For management/executive and lateral candidates, on-site visits will be conducted. They will visit current/past agencies and meet with coworkers, supervisors, subordinates, government officials, citizens, community leaders, etc.
7. Summary Report to the Client
 - Summary of interviews
 - Findings
 - Records check reports
 - Personal History Statement
 - Personal History Questionnaire Report
 - Documents, Certificates
8. PST meets with Client staff – debrief (optional)

CONSIDERATIONS

- The Client will notify PST of any issues or areas they may want to examine closely on any candidate.
- The Client is aware that the Fair Credit Reporting Act (FCRA) applies to background checks conducted by third-party investigators. The Client must provide a copy of the background check report to a candidate before taking an adverse employment decision based on the reports/records. As a third-party investigator, the FCRA prohibits PST from reporting certain adverse information beyond seven (7) years (for positions with an annual salary under \$75,000).
- PST is a licensed Private Investigative Agency in the State of Washington.
- PST will contact the Client at any point during a candidate's background investigation when potentially disqualifying information is obtained. The Client will advise PST on how to proceed at that point.
- The Client will provide PST with any relevant information on each candidate, such as a copy of the Client's employment application completed by the candidate, waivers, special requests, etc.
- PST personnel have extensive investigation and/or law enforcement investigative experience. PST investigators are WA-licensed unarmed Private Investigators.

¹ 1 Client is required to run checks on government databases that Contractor does not have access to, such as WACIC, NCIC, DOL, etc.

CITY COUNCIL STAFF REPORT



Agenda Date: 5/28/2024

Subject: Agreement for Termination of the Interlocal Agreement for System Improvements to the Community Access Channel

Contact Person/Department: Troy Stevens, Information Technology

Budget Impact: None

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

In 2010, we initiated discussions with participating cities to upgrade our solution and determine funding for its purchase and maintenance. By 2011, we installed the current solution, which required additional management resources, including VPN access and local client software for each city to upload, schedule, and maintain their feeds to Channel 21. The system requires a learning curve to be proficient in using this resource, which adds to the lack of use.

Over time, usage declined, if not abandoned, due to staff changes, knowledge gaps, and resource limitations.

During COVID-19, cities shifted to remote work, live-streaming meetings via Zoom, and using YouTube and other media outlets. In 2021, we began discussing replacing the aging equipment, but consensus on the new solution was difficult due to varying levels of interest and resource availability among cities and overall joint decision-making.

Recently, I re-engaged the other cities to move forward with the proposed hardware and support agreements, but cities did not want to proceed or put more resources towards it. Monroe stopped collecting fees for the solution and sought to close the funds. With our city attorney's help, we drafted an agreement to terminate the ILA. I am requesting council authorization for the mayor to sign this document.

The agreement outlines the termination process and transfers the remaining fees to Lake Stevens, which will take sole responsibility for the service. The new solution is

100% web-based and features built-in video editing, role-based access controls, digital signage, simultaneous streaming capabilities, and many other features.

Lake Stevens plans to continue to utilize this resource for media engagements and marketing, extending services as needed and has offered the other cities the ability on limited special request to publish content to Channel 21 TV services only.

Authorizing the mayor to sign this document will free our ITD to finally procure and manage this solution without joint decision-making and oversight from other cities.

SUMMARY/BACKGROUND:

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Agreement for Termination of Channel 21 ILA

AGREEMENT FOR TERMINATION OF ILA FOR SYSTEM IMPROVEMENTS
TO THE COMMUNITY ACCESS CHANNEL

This Agreement is entered into by and between a majority of the parties to that certain Interlocal Agreement for System Improvements to the Community Access Channel dated March 14, 2011, between the cities of Sultan, Monroe, Lake Stevens and Snohomish ("ILA Agreement").

Whereas, the majority of the parties to the ILA Agreement are in agreement that the ILA Agreement has served it useful life and should be terminated; and

Whereas, the ILA Agreement provides in section 3.C. that "A majority of the participating Cities may terminate this Agreement at any time,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The ILA Agreement shall terminate as provided in section 3.C. ninety days after its execution by the Chief Executive Officer or designee of a majority of the parties to the ILA Agreement. Ninety days is provided to allow the parties to give required notice to their cable Franchisee of any necessary adjustments to PEG fees collected by the Franchisee.
2. Payments under section 2 of the ILA Agreement shall continue until the effective date of termination.
3. Upon termination of the ILA Agreement, PEG funds collected by Sultan, Monroe, and Snohomish for maintenance of the system head maintained by Lake Stevens shall be disbursed to the City of Lake Stevens.

CITY OF MONROE

CITY OF SULTAN

Date:

Date:

CITY OF LAKE STEVENS

CITY OF SNOHOMISH

Date:

Date:

CITY COUNCIL STAFF REPORT



Agenda Date: 5/28/2024

Subject: WSDOT Local Agency Agreement for the Main Street Improvements Project

Contact Person/Department: Aaron Halverson, Kim Klinkers, Public Works

Budget Impact: This project is funded through an FHWA grant administered by WSDOT, in addition to local Traffic Impact Fees and Real Estate Excise Tax (REET 2). The current 2024 Adopted Budget includes \$4,100,000 for this project. The Engineer's opinion of the cost to construct this project is approximately \$3,102,000.

WSDOT is awarding 86.5% of approved eligible construction costs with a maximum grant of \$3,304,400.

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the Local Agency Agreement with the Washington State Department of Transportation (WSDOT) for the Main Street Improvements, 16th St NE to 20th St NE.

SUMMARY/BACKGROUND:

This project will improve Main Street between 16th St NE to 20th St NE, including new curb, gutter, planters, lighting, a multi-use path on the west side, and an improved sidewalk on the east side, along with utility upgrades, pedestrian crossings and roadway paving. With urban design improvements aimed at uplifting the downtown atmosphere, our mission is to create an inviting, sustainable, and vibrant city center.

After WSDOT authorization, the Invitation for Bids is anticipated to be published in June. Construction is expected to begin in August and is estimated to span 95 working days. The City will be providing more public notification and updates as the construction schedule is finalized.

For additional project information and updates, please visit:

<https://www.lakestevenswa.gov/655/Main-Street-Improvements>

APPLICABLE CITY POLICIES:

The City of Lake Stevens Comprehensive Procurement Policy #P-2-2018.

ATTACHMENTS:

1. WSDOT LAA



Agency

Address

Local Agency Agreement

CFDA No. 20.205 - Highway Planning and Construction
(Catalog of Federal Domestic Assistance)

Project No.

Agreement No.

For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name

Length

Termini

Description of Work

Project Agreement End Date

Proposed Advertisement Date

Claiming Indirect Cost Rate
Yes No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency			
%	b. Other			
Federal Aid	c. Other			
Participation	d. State Services			
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)			
Right of Way	f. Agency			
%	g. Other			
Federal Aid	h. Other			
Participation	i. State Services			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)			
Construction	k. Contract			
%	l. Other			
	m. Other			
Federal Aid	n. Other			
Participation	o. Agency			
Ratio for CN	p. State Services			
	q. Total CN Cost Estimate (k+l+m+n+o+p)			
	r. Total Project Cost Estimate (e+j+q)			

Agency Official

By

Title

Agency Date

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

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

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, _____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

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

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

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

II. Delegation of Authority

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

III. Project Administration

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

IV. Availability of Records

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

V. Compliance with Provisions

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

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

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

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

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

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

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

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

VI. Payment and Partial Reimbursement

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

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

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

1. Project Construction Costs

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

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

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

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

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

VII. Audit of Federal Consultant Contracts

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

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

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

VIII. Single Audit Act

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

promptly to the State.

IX. Payment of Billing

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

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

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

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

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

XI. Indemnity

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

XII. Nondiscrimination Provision

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

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

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

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

The Agency also agrees:

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

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

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

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

XIII. Liquidated Damages

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

XIV. Termination for Public Convenience

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

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

XV. Venue for Claims and/or Causes of Action

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

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

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

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

XVII. Assurances

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

Additional Provisions

Instructions

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

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

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

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

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

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

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

d. Total Project Cost Estimate

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

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

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

CITY COUNCIL STAFF REPORT



Agenda Date: 5/28/2024

Subject: Transportation Improvement Board Grant Agreement for the 91st Avenue SE Sidewalk Project

Contact Person/Department: Aaron Halverson, Kim Klinkers, Public Works

Budget Impact: This project is funded through the Transportation Benefit Program, in addition to Traffic Impact Fees and the Stormwater Capital fund. The current 2024 Adopted Budget includes \$1,854,500 for this project. The Engineer's opinion of the cost to construct this project is approximately \$1,500,000.

TIB is awarding 33.5% of approved eligible construction costs with a maximum grant of \$450,000. This grant will enable the City to reallocate local funds to advance the next priority sidewalk projects within the Transportation Benefit Program.

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the grant agreement with the Washington State Transportation Improvement Board (TIB) for the 91st Avenue SE Sidewalk, 8th St SE to Market Pl.

SUMMARY/BACKGROUND:

This project will construct the first two sidewalk projects (TBP-02 and TBP-03) supported by the City's Transportation Benefit Program. The project will complete a continuous pedestrian and bicycle route on the east side of 91st Avenue SE, between the intersections with 8th St SE and Market Place, and provide a link between nearby neighborhoods, Hillcrest Elementary, Skyline Elementary School, Lake Stevens Middle School, and the commercial area on Market Place.

TIB has selected this project to be awarded grant funds from the early opportunity

Complete Streets program, which is supported from Washington's Climate Commitment Act (CCA). All early opportunity Complete Streets projects must be constructed by December 31, 2024, and closeout paperwork must be completed by April 1, 2025.

The Invitation for Bids will be published on May 30th, with the bid open scheduled for June 13th. Construction is expected to begin in July and is estimated to span 65 working days.

For additional project information and updates, please visit:

<https://lakestevenswa.civilspace.io/en/projects/91st-avenue-se-sidewalk-phase-1>

APPLICABLE CITY POLICIES:

The City of Lake Stevens Comprehensive Procurement Policy #P-2-2018.

ATTACHMENTS:

1. TIB Funding Letter
2. TIB Grant Agreement



Washington State Transportation Improvement Board

TIB Members

Chair
Councilmember Sam Low
Snohomish County

Vice Chair
Mayor Hilda González
City of Granger

Amy Asher
Mason Transit Authority

Aaron Butters
HW Lochner Inc.

Susan Carter
Hopelink

Kent Cash
Port of Vancouver

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Dongho Chang
WSDOT

Scott Chesney
Spokane County

Vicky Clarke
Cascade Bicycle Club and Washington Bikes

Andrew Denham
Town of Twisp

Commissioner Al French
Spokane County

Commissioner Scott Hutsell
Lincoln County

Councilmember Jon Pascal
City of Kirkland

Les Reardanz
Whatcom Transportation Authority

Mayor Kim Roscoe
City of Fife

Maria Thomas
Office of Financial Management

John Vicente
City of Kenmore

Jennifer Walker
Thurston County

Jane Wall
County Road Administration Board

May 17, 2024

The Honorable Brent Gailey, Mayor
City of Lake Stevens
18120 68th Ave NE
Kenmore, WA 98028

Dear Mayor Brent Gailey:

Congratulations! The Transportation Improvement Board (TIB) is pleased to announce the selection of your early opportunity Complete Streets project, 91st Avenue SE Sidewalk, 8th St SE to Market Pl, TIB project number C-P-146(002)-1.

TIB is awarding 33.5071% of approved eligible project costs with a maximum grant of \$450,000.

This project is supported with funding from Washington's Climate Commitment Act (CCA). The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.

Before any reimbursable work is permitted on this project, you *must* email a signed copy of the below documents and receive approval from TIB:

- Project Funding Status Form (verify the information is correct)
- Grant Agreement

All early opportunity Complete Streets projects must be **constructed by December 31, 2024, and closeout paperwork must be completed by April 1, 2025.**

If you have any questions or concerns about the above requirements, please contact your region engineer, Greg Armstrong, at GregA@tib.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
www.tib.wa.gov

City of Lake Stevens
C-P-146(002)-1
91st Avenue SE Sidewalk
8th St SE to Market PI

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Lake Stevens
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 91st Avenue SE Sidewalk, 8th St SE to Market PI (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of LAKE STEVENS, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 33.5071% percent of approved eligible project costs up to the amount of \$450,000, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable

amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed April 1, 2025 unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

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

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue and other revenue sources. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose. The obligations of this Section shall survive termination of this Agreement.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that

maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington and/or 47.04 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. The obligations of this Section shall survive termination of this Agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name

CITY COUNCIL STAFF REPORT



Agenda Date: 5/28/2024

Subject: Affordable Housing and Behavioral Health Fund (AHBH) Interlocal Agreement (ILA) with Snohomish County

Contact Person/Department: Russ Wright, Community Development

Budget Impact: NA

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to execute the AHBH ILA with Snohomish County

SUMMARY/BACKGROUND:

Snohomish County collects a 0.10 percent sales tax to support affordable and supportive housing and has established an Affordable and Supportive Housing Tax Credit Fund. Snohomish County is requesting that partner cities enter into an ILA to distribute funds through a collaborative award process and increase access to affordable housing and behavioral health services for vulnerable residents (Attachment A). The County proposes to use the existing Technical Advisory Committee (TAC) and Policy Advisory Board (PAB) process to make funding recommendations to the County Council by adding these revenues to the existing process. Lake Stevens is already a member of the TAC and participates in this countywide grant funding review. The AHBH ILA (Attachment B) includes all the cities/towns and the county in the awarding process.

APPLICABLE CITY POLICIES:

NA

ATTACHMENTS:

1. Attachment A_AHBH ILA Letter
2. Attachment B_AHBH Capital Facilities 4.5.24

Dave Somers
County Executive

3000 Rockefeller Ave., M/S 407
Everett, WA 98201-4046
(425) 388-3460
www.snoco.org

March 11, 2024

Honorable Mayors
Snohomish County, WA

Re: Interlocal Agreement Affordable Housing and Behavioral Health Fund

Dear Mayors:

In December 2023, the Snohomish County Council approved the Housing and Behavioral Health Capital Fund: An Investment Plan to Preserve and Build Affordable Housing and Behavioral health Facilities in Snohomish County. The Plan informs decision-making regarding the use of the Affordable and Supportive Housing Tax Credit Fund (SHB 1406) and the 0.10 percent sales tax for affordable housing and behavioral health facilities (HB 1590).

Affordable Housing and Behavioral Health Investment Plan:

<https://www.snohomishcountywa.gov/DocumentCenter/View/110879/Housing-and-Behavioral-Health-Capital-Fund?bidId=>

Attached you will find the Affordable Housing and Behavioral Health Fund (AHBH) Interlocal Agreement creating a collaborative award process for the Snohomish County Affordable Housing and Behavioral Health Facilities Fund. These funds will help create increased access to affordable housing and behavioral health services for vulnerable residents.

We have been using an existing process since the 1990's to make awards for affordable housing and various types of public facilities. The AHBH ILA will provide for using the existing Technical Advisory Committee to review applications for AHBH funding and for making funding recommendations to the existing Policy Advisory Board. The AHBH ILA includes all of the cities/towns and the County in the awarding process.

I look forward to working collaboratively in making recommendations for the AHBH fund. If you have any questions, please reach out to Jackie Anderson (Division Manager, Housing and Community Services, in the Human Services Department) at Jackiem.Anderson@snoco.org or (425) 388-3237.

Sincerely,



Dave Somers
Snohomish County Executive

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND
THE LOCAL AGENECIES OF ARLINGTON, BRIER, BOTHELL,
DARRINGTON, EDMONDS, EVERETT, GOLD BAR, GRANITE FALLS,
INDEX, LAKE STEVENS, LYNNWOOD, MARYSVILLE, MILL CREEK,
MONROE, MOUNTLAKE TERRACE, MUKILTEO, SNOHOMISH,
STANWOOD, SULTAN, AND WOODWAY FOR THE PURPOSE OF
CREATING AN AWARD PROCESS FOR TAX REVENUES FROM
CHAPTERS 4.122 AND 4.126 SNOHOMISH COUNTY CODE**

This Affordable Housing and Behavioral Health Capital Facilities Interlocal Agreement (“Agreement”) is made and entered into by the Snohomish County, a political subdivision of the State of Washington (“County”), and the Local Agencies of Arlington, Brier, Bothell, Darrington, Edmonds, Everett, Gold Bar, Granite Falls, Index, Lake Stevens, Lynnwood, Marysville, Mill Creek, Monroe, Mountlake Terrace, Mukilteo, Snohomish, Stanwood, Sultan, and Woodway (collectively the “Parties” and, individually, a “Party”).

RECITALS

WHEREAS, chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into cooperative agreements with one another to make the most efficient use of their respective resources; and

WHEREAS, the Washington State Legislature passed Substitute House Bill (SHB) 1406, which was signed into law as Chapter 338, Laws of 2019, and codified at RCW 82.14.540; and

WHEREAS, RCW 82.14.540 authorizes counties to impose a sales tax for acquisition, rehabilitation or construction of affordable housing or new units of affordable housing within an existing structure or facility providing supportive housing services; operating and maintenance costs for new affordable or supportive housing, rental assistance for tenants, and administration; and

WHEREAS, the Snohomish County Council passed Ordinance 19-0621 imposing a sales and use tax to provide for affordable housing and supportive housing, creating the affordable and supportive housing sales tax credit fund, and adding new chapter 4.122 to Snohomish County Code; and

WHEREAS, the Washington State Legislature in 2020 passed HB 2019, signed into law as Chapter 222 Laws of 2020, and codified at RCW 82.14.530; and

WHEREAS, the Washington State Legislature in 2021 amended RCW 82.14.530; and

WHEREAS, RCW 82.14.530 authorizes counties to impose a sales tax for acquisition and construction of affordable housing, which may include emergency, transitional and supportive housing, and new units of affordable housing within an existing structure, or acquiring and constructing behavioral health-related facilities or land acquisition for these purpose or funding

operations and maintenance cost of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers; and

WHEREAS, Snohomish County Council passed Ordinance 21-098, imposing a one-tenth of one percent sales tax for affordable housing and behavioral health and adding a new chapter 4.126 to Snohomish County Code; and

WHEREAS, on December 13, 2023, by Amended Motion No. 23-0492, the Snohomish County Council approved the 2023 Housing and Behavioral Health Capital Fund Investment Plan (“Investment Plan”); and

WHEREAS, the Investment Plan was developed to inform decision-making with regard to the use of 1406 and 1590 funds to address housing affordability and behavioral health challenges identified by 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 Parties agree as follows:

1. **Purpose of this Agreement.** The purpose of this Agreement is to create a funding recommendation process for revenues from the taxes imposed by chapters 4.122 and 4.126 Snohomish County Code.
2. **Term.** This Agreement will become effective upon full execution by the County and whichever Local Agency first signs this Agreement and after posting on the County’s Interlocal Agreements website. Thereafter, this Agreement will be effective as to additional Local Agencies if and when such Local Agency executes this Agreement and either files the Agreement with the County Auditor or posts it on the Local Agency’s Interlocal Agreements web site. This Agreement will remain in full force and effect unless terminated in writing pursuant to Section 11(n).
3. **Policy Advisory Board.**
 - a. The Policy Advisory Board as previously established through the Urban County Consortium Interlocal Agreement, and referenced in the Interlocal Agreement for the Purposes of Administering the Affordable Housing Trust Fund recorded June 25, 2004, under Snohomish County recording number 200406250315, shall advise the County Executive and County Council on the planning, administration, and expenditure of funds from the taxes imposed in chapters 4.122 and 4.126 Snohomish County Code in conformance with the Investment Plan.

- b.** Each Policy Advisory Board member shall have one vote in the Board's proceedings, except that the ex officio Chairperson shall vote only in the event of a tie.

4. Technical Advisory Committee.

- a.** The Technical Advisory Committee as previously established through the Urban County Consortium Interlocal Agreement, and referenced in the Interlocal Agreement for the Purposes of Administering the Affordable Housing Trust Fund recorded June 25, 2004, under Snohomish County recording number 200406250315, shall review applications and make recommendations regarding projects to be funded to the Policy Advisory Board.
 - b.** To the extent possible, the individuals appointed to serve on the Affordable Housing and Behavioral Health Capital Facilities Technical Advisory Committee shall be the same individuals as those appointed to serve on the Urban County and Affordable Housing Technical Advisory Committee, with the addition of one (1) seat for the City of Everett, to be appointed by the City of Everett
 - c.** Process for recommendations
 - i.** The Technical Advisory Committee will review, score and rank applications and make recommendations for funding to the Policy Advisory Board.
 - ii.** The Policy Advisory Board will review Technical Advisory Committee recommendations and make recommendations to the County Council.
 - iii.** The County Council will review recommendations for funding and determine which projects shall receive funds and amounts thereof.

5. County Obligations.

- a.** Snohomish County assumes full decision-making authority, including final funding award selections and policy making.
 - b.** Awards of all funds will be administered by County.
 - c.** The County will coordinate all activities necessary for the Policy Advisory Board and Technical Advisory Committee to fulfill their obligations under this agreement.

6. Local Agency Obligations. Each Local Agency shall:

- a.** Fulfill obligations according to Sections 3 and 4 of this Agreement.
 - b.** Keep appointments to the TAC and PAB up to date, pursuant to TAC and PAB bylaws.

c. Notify the County Administrator of any changes to TAC and PAB appointments.

7. **Budget and Compensation.** The Parties do not anticipate any costs to this Agreement. Funds from taxes imposed by chapter 4.122 and 4.126 Snohomish County Code shall be used to fund the projects recommended by TAC/PAB and approved by the Snohomish County Council.

8. **Indemnification and Hold Harmless.**

a. Subject to the liability limitation stated in Section 9 of this Agreement, each Local Agency agrees to indemnify, protect, defend and hold harmless the County, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors or omissions of the Local Agency, its officials, employees and agents in performing this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the Local Agency, except for those arising out of the sole negligence of the County.

b. Subject to the liability limitation stated in Section 9 of this Agreement, The County agrees to indemnify, protect, defend and hold harmless the Local Agency, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors or omissions of the County, its officials, employees and agents in performing this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the County, except for those arising out of the sole negligence of the Local Agency.

c. Waiver of Immunity Under Industrial Insurance Act. The indemnification provisions of Sections 8A and B above are specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

d. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

9. **Limitation of Liability** In no event will County or any Local Agency be liable for any special, consequential, indirect, punitive or incidental damages, including but not limited to loss of data, loss of revenue, or loss of profits, arising out of or in connection with the

performance of the County or any Local Agency under this Agreement, even if the County or Local Agency has been advised of the possibility of such damages.

10. **Insurance.** Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part of the indemnified party(s).

11. **Miscellaneous.**

- a. **Entire Agreement.** 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 signed by the Party against whom such modification is sought to be enforced.
- b. **No Separate Entity Necessary/Created.** The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.
- c. **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 the performance of this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.
- d. **Administrators.** Each Party to this Agreement shall designate an individual (an “Administrator”), which 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:	Jackie Anderson, Human Services Department 3000 Rockefeller Avenue, M/S 305 Everett, WA 98201
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City of Arlington’s Initial Administrator:	Don Vanney, Mayor 238 N. Olympic Avenue Arlington, WA 98223
--	---

City of Bothell’s Initial Administrator:	Mason Thompson, Mayor 18415 101 st Avenue NE
--	--

	Bothell, WA 98011
City of Brier's Initial Administrator:	Dale Kaemingk, Mayor 2901 228 th St. SW Brier, WA 98036
Town of Darrington's Initial Administrator:	Dan Rankin, Mayor 1005 Cascade St. P.O. Box 937 Darrington, WA 98241
City of Edmond's Initial Administrator:	Mike Rosen, Mayor 121 5 th Avenue N. Edmonds, WA 98020
City of Everett's Initial Administrator:	Cassie Franklin, Mayor 2930 Wetmore Avenue Everett, WA 98201
City of Gold Bar's Initial Administrator:	Steve Yarbrough, Mayor 107 5 th Street Gold Bar, WA 98251
City of Granite Falls' Initial Administrator:	Matt Hartman, Mayor 215 Granite Avenue P.O. Box 1440 Granite Falls, WA 98252
Town of Index's Initial Administrator:	Bruce Albert, Mayor 511 Avenue "A" Index, WA 98256
City of Lake Steven's Initial Administrator:	Brett Gailey, Mayor 1812 Main Street P.O Box 257 Lake Stevens, WA 98258
City of Lynnwood's Initial Administrator:	Christine Frizzell, Mayor 19100 44 th Avenue W Lynnwood, WA 98036
City of Marysville's Initial Administrator:	Jon Nehring, Mayor 501 Delta Avenue

Marysville, WA 98270

City of Mill Creek's Initial Administrator: Brian Holtzclaw, Mayor
15728 Main Street
Mill Creek, WA 98012

City of Monroe's Initial Administrator: Geoffrey Thomas, Mayor
14841 179th Avenue SE
Monroe, WA 98272

City of Mountlake Terrace's Initial Administrator: Kyoko Matsumoto-Wright, Mayor
23204 58th Avenue W
Mountlake Terrace, WA 98043

City of Mukilteo's Initial Administrator: Joe Marine, Mayor
11930 Cyrus Way
Mukilteo, WA 98275

City of Snohomish's Initial Administrator: Linda Redmond, Mayor
116 Union Avenue
P.O. Box 1589
Snohomish, WA 98291-1589

City of Stanwood's Initial Administrator: Sid Roberts, Mayor
10220 270th Street NW
Stanwood, WA 98292

City of Sultan's Initial Administrator: Russell Wiita, Mayor
319 Main Street
P.O. Box 1199
Sultan, WA 98294-1199

Town of Woodway's Initial Administrator: Mike Quinn, Mayor
23920 113th Place W
Woodway, WA 98020

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

- e. Interpretation.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. 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.

- f. 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.
- g. 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 a Party of any particular Default constitute a waiver of any other Default or any similar future Default.
- h. Assignment.** This Agreement shall not be assigned, either in whole or in part, by either of the Parties hereto. 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.
- i. 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.
- j. 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.
- k. No Third Party Beneficiaries.** This Agreement is made and entered into for the sole benefit of the Local Agency and the County. No third party shall be deemed to have any rights under this Agreement; there are no third party beneficiaries to this Agreement.
- l. Compliance with Applicable Law.** Each Party shall comply with all other applicable federal, state and local laws, rules and regulations in performing under this Agreement.
- m. Changes.** No changes or additions shall be made to this Agreement except as agreed to by both Parties, reduced to writing, and executed with the same formalities as are required for the execution of this Agreement.

- n. Termination.** The County may terminate this agreement by providing written notice to the other parties of its intention to terminate. Such termination shall become effective 30 days after such notice has been served to the Parties, or such later time as is stated in the notice. Any other party may terminate this agreement as to that Party by providing written notice to the County of its intention to terminate. Such termination shall become effective 30 days after such notice has been served, or such later time as is stated in notice. Termination by a Party other than the County shall not affect the terms of this agreement as to the other Parties.
- o. Public Records.** All records related to this Agreement shall be available for inspection and copying under the provisions of the Washington Public Records Act, chapter 42.56 RCW (“PRA”), subject to any exemptions or limitations on disclosure. Each Party shall respond to public records requests received by that Party.
- p. 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 execute this Agreement this _____ day of _____, 20____.

CITY OF ARLINGTON

ATTEST:

DON VANNEY

BY

MAYOR

TITLE

CITY OF BOTHEL

ATTEST:

MASON THOMPSON

BY

MAYOR

TITLE

CITY OF BRIER

ATTEST:

DALE KAEMINGK

BY

MAYOR

TITLE

TOWN OF DARRINGTON

ATTEST:

DAN RANKIN

BY

MAYOR

TITLE

CITY OF EDMONDS

ATTEST:

MIKE ROSEN

BY

MAYOR

TITLE

CITY OF EVERETT

ATTEST:

CASSIE FRANKLIN

BY

MAYOR

TITLE

CITY OF GOLDBAR

ATTEST:

STEVE YARBROUGH

BY

MAYOR

TITLE

CITY OF GRANITE FALLS

ATTEST:

MATT HARTMAN

BY

MAYOR

TITLE

TOWN OF INDEX

ATTEST:

BRUCE ALBERT

BY

MAYOR

TITLE

CITY OF LAKE STEVENS

ATTEST:

BRETT GAILEY

BY

MAYOR

TITLE

CITY OF LYNNWOOD

ATTEST:

CHRISTINE FRIZZELL

BY

MAYOR

TITLE

CITY OF MARYSVILLE

ATTEST:

JON NEHRING

BY

MAYOR

TITLE

CITY OF MILL CREEK

ATTEST:

BRIAN HOLTZCLAW

BY

MAYOR
CITY OF MONROE

TITLE
ATTEST:

GEOFFREY THOMAS

BY

MAYOR

TITLE

CITY OF MOUNTLAKE TERRACE

ATTEST:

KYOKO MATSUMOTO-WRIGHT

BY

MAYOR

TITLE

CITY OF MUKILTEO

ATTEST:

JOE MARINE

BY

MAYOR

TITLE

CITY OF SNOHOMISH

ATTEST:

LINDA REDMOND

BY

MAYOR
CITY OF STANWOOD

TITLE
ATTEST:

SID ROBERTS

BY

MAYOR

TITLE

CITY OF SULTAN

ATTEST:

RUSSELL WIITA

BY

MAYOR

TITLE

TOWN OF WOODWAY

ATTEST:

MIKE QUINN

BY

MAYOR

TITLE

SNOHOMISH COUNTY

County Executive

RECOMMENDED FOR APPROVAL:

Approved as to Form only:

CITY COUNCIL STAFF REPORT



Agenda Date: 5/28/2024

Subject: Alliance for Affordable Housing ILA Amendment

Contact Person/Department: Russ Wright, Community Development

Budget Impact: NA

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the Alliance for Affordable Housing ILA Amendment

SUMMARY/BACKGROUND:

The city of Lake Stevens has been a member of the Alliance for Affordable Housing since its inception in 2013. AHA coordinates affordable housing data collection and technical assistance to member cities under the umbrella of the Housing Authority of Snohomish County. Periodically, the ILA has been amended. The proposed amendment would formally add Darrington and Monroe as members and remove the need for AHA to get Council approval for adding additional members in the future (Attachment A).

APPLICABLE CITY POLICIES:

NA

ATTACHMENTS:

1. Attachmnet A_Amendment to AHA Interlocal Agreement 2023_PDF

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT FOR INTER-
JURISDICTIONAL COORDINATION RELATING TO AFFORDABLE HOUSING WITHIN
SNOHOMISH COUNTY (the “Interlocal Agreement”)**

This Amendment (the “Amendment”) to the Interlocal Agreement dated [_____] (the “Original Agreement” and, together with this Amendment, the “Agreement”) is made as of _____, 2023, by and among the Cities of Arlington, Edmonds, Everett, Granite Falls, Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Monroe, Mukilteo, Snohomish, and Stanwood, and the Towns of Darrington and Woodway, all of which are municipal corporations organized under the laws of the State of Washington; the Housing Authority of Snohomish County, a public housing authority organized under Ch. 35.82 RCW; and Snohomish County, a political subdivision of the State of Washington (each a “Party” and together, the “Parties”). This Amendment is made pursuant to the Interlocal Cooperation Act, Ch. 39.34 RCW, and has been authorized by the governing body of each Party.

WHEREAS the Parties (except the City of Monroe and the Town of Darrington) entered the Interlocal Agreement and now desire to amend the Interlocal Agreement to add the City of Monroe and the Town of Darrington as parties thereto; and

WHEREAS the Parties wish to create a streamlined procedure for the future addition of parties to the Interlocal Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Term. This Amendment shall be effective when it has been both (a) executed by each of the Parties and (b) filed in the offices of the Snohomish County Auditor.
2. Parties. The Agreement is amended to add the City of Monroe and the Town of Darrington as parties thereto. Commencing on the date of this Amendment, the City of Monroe and Town of Darrington shall assume all rights and obligations under the Interlocal Agreement as though each was named as a party therein. Periodic payments, dues, fees, or other obligations due pursuant to Section 5(f) of the Original Agreement shall be applied to the City of Monroe and the Town of Darrington commencing with the first billing cycle following the date of this Amendment.
3. Notice. Section 13(d) is amended to add:

City of Monroe
Anita Marerro, Senior Planner
806 West Main Street
Monroe, WA 98272
Phone (360) 863-4513
AMarerro@monroewa.gov

Town of Darrington
Dan Rankin, Mayor
1005 Cascade St.
PO Box 397
Darrington, WA 98241
Phone: (360) 436-1131
Dan.Rankin@Darringtonwa.us

4. Authorized Actions of the Joint Board. Section 4 of the Agreement is amended to add:

(m) Admit one or more governmental entities as a Party to this Agreement in furtherance of the purposes of this Agreement;

5. Addition of Parties. The Agreement is amended to add a new Section 16 as follows:

16. Addition of Parties. Following a decision of the Joint Board to admit a new governmental entity as a Party to this Agreement, which decision shall be made and documented following the procedures outlined in Section 3, such new governmental entity (the “New Party”) shall be deemed to be a Party to the Agreement and shall assume all rights and obligations under the Agreement as though it were named a Party therein, commencing on the date that the attached Exhibit A has been both (a) acknowledged and signed by the New Party, and (b) filed in the offices of the Snohomish County Auditor. Periodic payments, dues, fees, or other obligations due pursuant to Section 5(f) of the Original Agreement shall be applied to the New Party commencing with the first billing cycle following the date the New Party is admitted as a Party under the Agreement.

6. Execution. The Agreement may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Agreement. The undersigned signatories represent that they are authorized to execute this Agreement on behalf of the respective Party for which they have signed below.

[Signature Pages Follow]

CITY OF ARLINGTON

By: _____
Signature Date

Its: _____

TOWN OF DARRINGTON	
By:	_____
	Signature Date
Its:	_____

CITY OF EDMONDS

By: _____
Signature Date

Its: _____

CITY OF EVERETT

By: _____
Signature Date

Its: _____

CITY OF GRANITE FALLS

By: _____
Signature Date

Its: _____

CITY OF LAKE STEVENS

By: _____
Signature Date

Its: _____

CITY OF LYNNWOOD

By: _____
Signature Date

Its: _____

CITY OF MARYSVILLE

By: _____
Signature Date

Its: _____

CITY OF MILL CREEK

By: _____
Signature Date

Its: _____

CITY OF MONROE

By: _____
Signature Date

Its: _____

CITY OF MOUNTLAKE TERRACE

By: _____
Signature Date

Its: _____

CITY OF MUKILTEO

By: _____
Signature Date

Its: _____

CITY OF SNOHOMISH

By: _____
Signature Date

Its: _____

CITY OF STANWOOD

By: _____
Signature Date

Its: _____

TOWN OF WOODWAY

By: _____
Signature Date

Its: _____

SNOHOMISH COUNTY

By: _____
Signature Date

Its: _____

**HOUSING AUTHORITY OF
SNOHOMISH COUNTY**

By: _____
Signature Date

Its: _____

EXHIBIT A

Following a decision of the Joint Board of the Alliance for Housing Affordability (the “AHA”), _____ hereby acknowledges and accepts entry to the AHA as a Party to the Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing Within Snohomish County, as amended, and according to the terms thereof.

[PARTY]

By: _____
Name Date

Its: _____

CITY COUNCIL STAFF REPORT



Agenda Date: 5/28/2024

Subject: Memorandum of Understanding for Park Ranger Position

Contact Person/Department: Anya Warrington, Sarah Garceau, Human Resources

Budget Impact: No budget impact for 2024 due to position being vacant during budget.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Approve the Mayor to sign the Memorandum of Understanding between the City of Lake Stevens and Teamsters Local Union No. 763 regarding the new job classification of Park Ranger.

SUMMARY/BACKGROUND:

In the 2024 budget cycle, City Council approved the funding to establish a new Park Ranger position within the Parks & Recreation Department. Due to the existing bargaining with Teamsters that was near completion, the City and Teamsters began negotiating a Memorandum of Understanding at the end of January 2023. The Parks & Recreation Department and the Police Department worked closely together in early 2024 to develop plans for the new Park Ranger position, which is reflected in the agreement with Teamsters.

A salary survey was conducted in 2023, however, due to the new CBA being ratified in December 2023, the Park Ranger salary was reviewed to consider internal salary changes within the bargaining unit. Due to this, the amount budgeted originally will need to be increased in 2025 by approximately \$3,780 for salary and benefits (this may fluctuate if hired above step 3). No budget amendment will be required for 2024 since the position has yet to be filled.

The City and Teamsters reached a tentative agreement for the attached Memorandum of Understanding in May 2024.

** The attached document is in track changes and will be updated to reflect proper formatting, numbering, front and table alignment prior to signing.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. City of Lake Stevens MOU_Park_Ranger_FINAL DRAFT_Track Changes

MEMORANDUM OF UNDERSTANDING
to the
AGREEMENT
by and between
CITY OF LAKE STEVENS, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works Department Employees)

January 01, 2023 through December 31, 2025

IT IS UNDERSTOOD AND AGREED by the parties, City of Lake Stevens, Washington (hereafter “the Employer”), and Teamsters Local Union No. 763 (hereafter “the Union”), to enter into this Memorandum of Understanding (MOU) in regard to the new job classification of Park Ranger, as follows:

I. RECITALS

- A. The Employer wishes to create a new bargaining-unit job classification known as Park Ranger. The Employer has written a proposed job description for this position, which will focus on maintenance, stewardship and protection of the City’s parks.
- B. Park Ranger is a bargaining-unit position subject to the terms of the collective bargaining agreement, with some modifications. The purpose of this MOU is to memorialize the modifications to existing contract language that will apply to the Park Ranger classification, and to designate the classification’s rate of pay.
- C. The modifications in this MOU will govern hours and some working conditions applying to the position of Park Ranger. If not modified by the MOU, the Park Ranger shall be subject to all other terms of the 2023-2025 collective bargaining agreement.
- D. This MOU will become part of the 2023-2025 collective bargaining agreement and be subject to negotiation in 2025 along with the entirety of the collective bargaining agreement.

II. AGREEMENT

The following modifications of contract language apply to the position of Park Ranger:

ARTICLE 5 PROBATION PERIOD, SENIORITY, LAYOFF, RECALL AND JOB VACANCIES

- 5.1 Probation Period – Employees shall be subject to a six (6) month probation period, with some modification for the Park Ranger. During this period such employees shall be evaluated by the Employer and may be terminated with or without cause at the sole discretion of the Employer. Termination during the probation period shall not be subject to the grievance procedure. The Park Ranger will be subject to a probation period of six (6) months from the first working day after the completion date of the Park Ranger Law Enforcement Academy, or the first working day if the employee completed the Academy course prior to the first date of work. If the Park Ranger does not attend the first available Academy following the date of hire, or does not graduate from the Academy, the employee may be terminated at the sole discretion of the Employer in the Park Ranger’s first twelve (12) months of employment.

- 5.1.2 Promotion and Transfer Trial Service Period – An employee who applies for and is granted a transfer or promotion to another bargaining-unit position shall have a three (3) month trial service period, during which the employee and/or the Employer may evaluate the job performance of the employee and all other circumstances related to the transfer or promotion. Should the employee or the Employer determine during the three (3) month period that the transferred or promoted employee is not performing satisfactorily or is not satisfied with the new position, then the employee, at their option, or the Employer, at its option, will return the employee to their previous job classification. All other position assignments made because of the transfer or promotion shall be re-established to the status quo where necessary to provide for the return of the transferred or promoted employee. For purposes of this Section, a “transfer” shall mean a voluntary lateral move to a position of equal pay. An employee who is transferred or promoted into the Park Ranger position from another bargaining-unit position shall have the same trial service period as described in this Section.

ARTICLE 6 HOURS OF WORK

- 6.1 Hours of Work - The work day for all employees covered by this Agreement shall, at the discretion of the Employer, be either:

- a) Five (5) consecutive days of eight (8) consecutive working hours;
- b) Nine (9) days of work totaling eighty (80) hours over a two (2) week period (week one=four [4] consecutive nine [9] hour work days and one [1] eight [8] hour day; week two=four [4] consecutive nine [9] hour work days);
- c) Four (4) consecutive days of ten (10) consecutive working hours, or
- d) Any other alternate schedule determined by the Employer.
- e) The Park Ranger’s hours of work will be as follows:
 - From November to March of each year, a consistent schedule, which may include weekends, in one of the configurations listed above in (a) through (d).
 - From April to October of each year, the Park Ranger’s hours of work may shift on a weekly basis for operational need.

Hours of work for regular part-time employees shall be scheduled at the sole discretion of the Employer. The Employer shall avoid scheduling split shifts. The Employer reserves the right to change the schedule of an employee with thirty (30) days advance notice.

ARTICLE 7 OVERTIME

- 7.1 Overtime – Employees who have been authorized to work overtime by the Employer shall be paid at one and one-half (1-1/2) times the employees’ regular straight-time hourly rate of pay, under any of the following conditions:

- a) All work performed in excess of forty (40) hours per work week.
- b) All work performed prior to the start time and after the end time of the employee’s regularly assigned shift.

- c) All work performed on a regularly scheduled day off.
- d) All work performed on observed holidays per Article 10.
- e) All time required outside an employee's regularly assigned shift for travel on City business per Article 15.6, unless scheduled at the convenience of the employee.
- f) Attending mandatory meetings and training occurring outside of an employee's regularly assigned shift.
- g) The Park Ranger is excluded from Article 7.1.(b) and will receive overtime pay for work performed in excess of forty (40) hours per work week. If the Park Ranger must work in excess of their work day, the employee will have the discretion to flex their shift's start or end time, with prior approval from their supervisor, by altering their schedule during the same work week if they would rather have additional time off instead of working more than forty (40) hours in a work week.

ARTICLE 8 CALL-BACKS, ON-CALL AND CALL-OUT PAY

8.1.2 Call-Back List – The schedule for call-backs when employees who are not serving On-Call Duty are needed in the field shall be as follows:

- a) The call-back list shall be arranged in seniority order, with ties among seniority of employees subject to Article 5.2.1.
- b) The qualifications of CDL and Boater's License shall be listed on the call-back list.
- c) Once a call-back occurs the first most-senior qualified (whether a CDL or Boater's license is required is the only factor considered in qualifications) person on the list shall be called by telephone. The calls shall continue down the list until a qualified employee accepts the call-back.
- d) If all qualified employees on the list have been called twice and no employee has accepted the call-back, the Operations Manager will be consulted and the Employer may use outside vendors to respond.
- e) Employees who are on light duty because of injury or illness are not eligible for call-backs. They shall be eligible for call-backs as soon as they are cleared to return to full duty.
- f) Attending mandatory meetings and training occurring outside of an employee's regularly assigned shift.

g) The Park Ranger will be placed on the call-back list but will be eligible for call-backs only for incidents in the parks or the lake.

8.2 On-Call Duty Schedule – The Employer shall prepare and make available an annual On-Call schedule specifying the dates and hours of weekly On-Call status and employee names. The following provisions apply to On-Call Duty:

- a) The On-Call schedule shall be arranged in seniority order, with ties in seniority subject to Article 5.2.1.
- b) Once the On-Call schedule is organized by seniority status, the duty shall rotate weekly among those employees on the list.
- c) The On-Call schedule will be created every November for the following calendar year. A sign-up sheet for employees who wish to serve On-Call Duty will be posted in November for a minimum of two (2) weeks. Once the On-Call Duty schedule is established, new employees who are added to this list shall only be able to fill vacancies.
- d) The On-Call schedule shall be maintained at a minimum of seven (7) volunteers. All employees on the On-Call list must have completed their probationary period. In the event there are not seven (7) voluntary employees, all eligible employees shall be listed on the On-Call schedule. An Employer vehicle shall be made available to the employee for call-outs the week they are on call.
- e) Employees on approved leaves and light duty are not eligible to serve On-Call Duty.
- f) Unless otherwise prohibited by law (i.e. FMLA, sick leave, etc.), employees must find a replacement for their scheduled On-Call Duty week. Employees who become sick during their On-Call week will need to notify the Operations Manager or designee. The Employer will arrange a replacement and transfer of the phone.
- g) Employees who request to be removed from On-Call Duty shall remain off the schedule for the remainder of the calendar year. Employees requesting to be removed from On-Call Duty must arrange replacements for their scheduled Duty weeks.
- ~~g)h) The Park Ranger is not eligible to serve On-Call Duty.~~

ARTICLE 10 HOLIDAYS

- 10.3 Employees who work on the holidays recognized above in Article 10.1 (with the exception of the Floating Holidays) shall receive one and one-half (1-1/2) times their regular straight-time hourly rate of pay in addition to their regular straight-time hourly rate of pay for all holiday hours actually worked. The Park Ranger is expected to work holidays falling between April 1 and October 31. If the holiday falls on the Park Ranger's day off, the Park Ranger will be provided with a modified work schedule for that week with an alternative day off.

ARTICLE 14 UNIFORMS AND EQUIPMENT

- 14.1 The Employer shall provide each new employee the following listed items. At the employee's option, they may select fewer items than provided in this Section. The Employer shall replace worn out clothing as needed with the approval of or direction from management.

Item	Upon Hire	Winter Season (October-April)	Summer Season (April-October)
Insulated Coveralls	1		
Hip Boots	1		
Rubber Boots	1		
Raingear, High Visibility	1		
Hard Hat	1		
Safety Vest, High Visibility	1		
Ball Caps	2		
Winter Caps		2	
Winter Insulated Jacket*		1	
Summer Jacket*			1
Sweat Shirts	2		
Shirts (mix of long- and short-sleeved)	11		
Work Pants	8		
*High Visibility clothing is required only for the Public Works Department. Employees who move from other positions into Public Works will receive High Visibility items within fourteen (14) days of beginning their new work assignment.			

The Employer shall provide each new Park Ranger the following items:

<u>Item</u>	<u>Upon Hire</u>	<u>Winter Season (October-April)</u>	<u>Summer Season (April-October)</u>
<u>Shirts (Long- and Short-Sleeved)</u>	<u>11</u>		
<u>Work Pants</u>	<u>8</u>		
<u>Rubber Boots</u>	<u>1</u>		
<u>Raingear, High Visibility</u>	<u>1</u>		
<u>Ball Caps</u>	<u>2</u>		
<u>Winter Caps</u>		<u>2</u>	
<u>Winter Insulated Jacket</u>		<u>1</u>	
<u>Summer Jacket</u>			<u>1</u>

<u>Item</u>	<u>Upon Hire</u>	<u>Winter Season (October-April)</u>	<u>Summer Season (April-October)</u>
<u>Sweat Shirts</u>	<u>1</u>		
<u>Belt Keepers*</u>	<u>1</u>		
<u>Ballistic Body Armor*</u>	<u>1</u>		
<u>Ballistic Vest Exterior Carrier*</u>	<u>1</u>		
<u>Oleorsin Capsicum (OC) Aerosol Spray and Holder*</u>	<u>1</u>		
<u>Expandable Asp and Scabbard*</u>	<u>1</u>		
<u>Radio and Holder*</u>	<u>1</u>		
<u>Leather Belt*</u>	<u>1</u>		
<u>*Provided upon certification of Parks Law Enforcement Academy or similar.</u>			

14.2.1 Footwear – Employees shall be required to wear approved safety footwear. The definition of safety footwear shall be the same as referenced in 296-155-212 of the Washington Administrative Code (WAC). The footwear shall bear identifying marks or labels indicating compliance with the manufacturing provisions of American National Standard for Safety Toe Footwear, ASTM F2412-18a or ASTM F2413-18 or relevant updated code. The Park Ranger must wear approved footwear consistent with safety and dress code requirements.

ARTICLE 15 MISCELLANEOUS

15.9 The Employer may use technology on vehicles and/or equipment, including GPS systems, to gather data to improve customer service, safety and operations. The Employer will provide advance written notice to the Union and provide an opportunity to bargain any impacts to mandatory subjects not covered in this section before using new types of technology for discipline purposes.

The Park Ranger may be issued a body-worn camera which will have recording functions. The Park Ranger will use the camera consistent with City policies and rules.

The Employer may use technology for disciplinary purposes where there is an initiating event such as a (1) complaint, (2) accident/incident, (3) infraction, (4) theft/loss, (5) reasonable suspicion (i.e., intoxication), (6) damage discovered, or (7) law enforcement involvement. The Employer will not engage in routine, spot or targeted surveillance for the sole purpose of disciplining employees.

APPENDIX “A”

- A.3 Effective January 01, 2024, the classifications of work and monthly rates of pay for all employees covered by this Agreement in Appendix A, Section A.1.2, except for Seasonal employees, shall be increased by four percent (4%) as follows (Note: the salary schedule in Appendix A, Section A.2 includes the four percent (4%) increase for the Maintenance Worker classification:

Classification	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Field Supervisor	\$8,186.05	\$8,513.50	\$8,854.04				
Maintenance Lead	\$6,775.54	\$7,020.06	\$7,272.84	\$7,535.08	\$7,796.13		
Equipment Mechanic	\$6,410.67	\$6,667.09	\$6,933.78	\$7,211.13	\$7,499.57	\$7,799.55	\$8,111.54
Facility Maintenance Technician	\$4,040.01	\$4,201.79	\$4,369.86	\$4,544.66	\$4,726.45	\$4,915.50	\$5,112.12
Public Works Inspector	\$6,391.61	\$6,630.13	\$6,878.34	\$7,137.44	\$7,405.02	\$7,682.29	\$7,970.44
Inventory Control Specialist	\$5,087.34	\$5,290.83	\$5,502.46	\$5,722.56	\$5,951.46	\$6,189.52	\$6,437.10
<u>Park Ranger</u>	<u>\$5,119.16</u>	<u>\$5,323.92</u>	<u>\$5,536.92</u>	<u>\$5,758.33</u>	<u>\$5,988.67</u>	<u>\$6,228.25</u>	<u>\$6,477.42</u>

Classification	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Seasonal/Temporary Worker	\$19.57	\$20.38	\$21.23	\$22.12	\$23.04	\$24.00	\$25.00

- A.8 Specialty Pay - Effective upon the next full pay period following the date this Agreement is signed by both parties, the following Public Works and Parks positions will be eligible for Specialty Pay, unless the certificate or license is a job requirement: Facility Maintenance Technicians; Maintenance Workers; Senior Maintenance Workers and Maintenance Lead. The Park Ranger is eligible to obtain Playground Safety Inspector; Playground Maintenance Technician and the Pacific Northwest Resources Management School certifications. These positions will be responsible for maintaining licenses and certifications as provided for in Section A.8. The Employer may assign specialty work to employees following verification of licenses and certifications.

IN WITNESS WHEREOF, the parties have executed this Agreement as their free and voluntary act on the dates set forth below.

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

By _____ By _____
Chad Baker, Secretary-Treasurer Brett Gailey, Mayor

Date: _____ Date: _____

CITY COUNCIL STAFF REPORT



Agenda Date: 5/28/2024

Subject: Memorandum of Understanding with the Arts and Parks Foundation

Contact Person/Department: Sarah Garceau, Parks Department

Budget Impact: n/a

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Motion to authorize the Mayor to sign the Memorandum of Understanding.

SUMMARY/BACKGROUND:

The City of Lake Stevens and the Arts and Parks Foundation have partnered on many projects over the years.

The purpose of the Memorandum of Understanding (MOU) is to formally establish the Foundation as an official nonprofit fund-raising partner as it relates to the Lake Stevens parks, facilities and recreation programs and to set forth the roles and responsibilities of The City and The Foundation. This agreement will help facilitate the process of identifying, funding and completing community-generated parks projects.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. MOU between the City of Lake Stevens and Arts and Parks Foundation

MEMORANDUM OF UNDERSTANDING
Between City of Lake
Stevens and
Lake Stevens Arts and Parks Foundation

This MEMORANDUM OF UNDERSTANDING ("MOU") is made by and among the City of Lake Stevens, a Washington municipal corporation ("CITY") and the Lake Stevens Arts and Parks Foundation, a Washington nonprofit corporation ("FOUNDATION"). Together, the City and the Foundation are referred to as the "Parties" and individually as "Party."

RECITALS

1. The Foundation is a Washington nonprofit corporation, the purpose of which is to work with the community to create, plan and fund improvements and activities in Lake Stevens parks and enhance the quality of life for the residents of Lake Stevens.
2. The Foundation solicits and receives, gifts, grants, devises or bequests of real or personal property from public or private sources, in order to carry out its purpose.
3. The Foundation is an independent nonprofit organization under Section 501(c)(3) of the Internal Revenue Code which qualifies for the charitable contribution deduction under Section 170(b)(1)(A).
4. The City owns and operates a wide array of parks and facilities and operates a number of recreation programs, including those operated on school district lands and facilities, to meet the recreation needs of the community.
5. The City has determined the public interest would be best served by entering into a memorandum of understanding with the Foundation to authorize the use of the name of the City, the City parks logo and the City official website for the solicitation of gifts, grants, devises or bequests of real or personal property, from public or private sources.
6. The City and the Foundation share an interest in supporting Lake Stevens parks and in facilitating the identification, funding and completion of community-generated Parks projects.
7. The City and the Foundation desire to enter into this Memorandum of Understanding establishing the Foundation as an official fundraising partner for Lake Stevens parks and formalizing the framework for cooperation between The City and THE FOUNDATION and the roles each will have.

NOW, THEREFORE, the Parties have reached the following
understanding:

1. MOU Purpose.

The purpose of this Memorandum of Understanding (“MOU”) is to formally establish the Foundation as an official nonprofit fund-raising partner as it relates to the Lake Stevens parks, facilities and recreation programs and to set forth the roles and responsibilities of The City and The Foundation.

2. Relationship of Parties.

- A. The Foundation shall be an official nonprofit fund-raising partner as it relates to the Lake Stevens parks, facilities and recreation programs. The Foundation shall work with the City, specifically the Director of Parks and Recreation, to identify parks, facilities, events and recreation program improvements (“Projects”) targeted for fundraising efforts. The Foundation shall be authorized to use the name of the City, the City parks logo and the City official website for the solicitation of gifts, grants, devises or bequests of real or personal property (“Donations”), from public or private sources for designated Projects. This does not prohibit other non-profits from partnering with the City.
- B. The Foundation is a legal entity separate from the City, and no partnership, agency, or other legal relationship other than that described in this MOU is created by this MOU. The Foundation shall retain sole authority over its own operations and may make its own decisions about whether it wishes to participate in a designated Project, either by raising or donating funds in support of a designated Project. If funds are acquired for a sole purpose on City owned property, those funds shall be spent solely for that purpose.
- C. The City is the owner and the operator of the Lake Stevens parks and facilities upon which a substantial portion of the funds raised by the Foundation would be expended. The City also operates recreation programs in its own facilities and on school district lands for which the Foundation may raise and expend funds.
- D. The City shall retain sole authority over Project approval specific to City of Lake Stevens, and may make its own decisions, through the Director of Parks and Recreation, about whether to support a Foundation initiative by approving a Project. The Director will evaluate proposed Projects for consistency with the Parks and Open Space Plan, Parks Capital Facilities Plan, budget priorities and strategic objectives of the Department of Parks and Recreation. The City will operate, own, manage, and maintain the Project facilities for the useful life of the Project facilities.

3. Reporting.

The Foundation shall make reports available to the public annually, as to all expenditures and fiscal accounting for Donations.

4. Term.

This MOU shall remain effective until either Party, with at least 30 days advance written notice, declares its intention to terminate this MOU, in which case this MOU will terminate on the stated date.

5. Legal Relations.

This MOU is solely for the benefit of the Parties and creates no right, duty, privilege, or cause of action in any other person or entity. No joint venture or partnership is formed as a result of this MOU. No employees or agents of one Party or its contractors or subcontractors shall be deemed to be employees, agents, contractors or subcontractors of the other Party.

6. Counterparts.

This MOU may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same instrument.

THE PARTIES execute this MOU effective as of the last date written below.

LAKE STEVENS ARTS & PARKS FOUNDATION

By:  Reshal Ploeger
Its: President

05/06/24
Date

CITY OF LAKE STEVENS

By: _____
Its: _____

Date

CITY COUNCIL STAFF REPORT



Agenda Date: 5/28/2024

Subject: Council Code of Conduct

Contact Person/Department: Kelly Chelin, Greg Rubstello, Administration

Budget Impact: n/a

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Approve the Council Code of Conduct

SUMMARY/BACKGROUND:

Council reviewed and discussed the Code of Conduct at the May 14, 2024 Council Meeting. No changes were recommended. Therefore, staff is asking for approval of the Code of Conduct document.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Code of Conduct

Council Code of Conduct and Ethics

1.0 Purpose

The purpose of this policy is to establish a formal code of ethics by which Councilmembers will conduct themselves while serving on the Lake Stevens City Council.

2.0 Declaration of Policy

It is essential to the proper administration and operation of the City of Lake Stevens that the City Council conduct the business of the City Council with curtesy and respect for one another and the public; be and give the appearance of being independent and impartial when making quasi-judicial decisions; and that elective office with the City of Lake Stevens not be used for personal benefit; and that the public have confidence in the integrity of the City. In recognition of these goals, the City has adopted this Code of Conduct and Ethics, which is applicable to all members of the City Council.

The purpose of this Code is to establish standards of personal and ethical conduct applicable to the City Councilmembers, including the Mayor, in the discharge of their duties by prescribing essential restrictions against conflict of interest and other conduct not consistent with professionalism their conduct as elected public officials and good ethical practices while not creating unnecessary barriers to public service. To that end, Councilmembers should not be denied the opportunity available to all other community members to acquire and maintain private economic interests, except in circumstances in which a conflict of interest would reasonably result.

It is required that all Councilmembers comply with the law and all other applicable rules and regulations governing the conduct of public officials. The standards in this Code shall not preclude other standards required by law including but not limited to, Ch.42.23 RCW- Code of Ethics for Municipal Officers-Contract Interests, Ch. 42.20 RCW- Misconduct of Public Officers and Ch. 42.36- Appearance of Fairness. Nothing in this Code of Ethics shall be construed to limit full compliance with applicable federal and state laws and applicable rules and regulations governing the conduct of public officials now existing or hereinafter enacted.

3.0 Interpersonal Courtesy Expectations

In the performance of their duties and office, elected officials of the City of Lake Stevens should strive to:



1. Be courteous, respectful, kind, and professional at all times with everyone.
2. Be honest and truthful.
3. Act with integrity and in good faith.
4. Treat City staff in a polite and professional manner.
5. Foster an environment of mutual respect. Discourteous behavior, such as sidebar discussions, inflammatory language, innuendo, or negative body language, is not permitted.
6. Not engage in acts of intimidation, discrimination, bullying, bias, or hate acts toward other Councilmembers or City Staff.

If any Councilmember has a complaint against a fellow Councilmember, the City Administrator, or a staff member, they will follow city procedures to resolve the issue. They will not broadcast the issue on social media or to the public news media before an evaluation has been done and a conclusion has been reached.

Councilmembers must not engage in personal attacks against other Councilmembers who voted against the councilmember on issues.

After a vote on an issue, a Councilmember may publicly state an opposing viewpoint, but must clearly state the adopted City Council position and must clarify that the Councilmember's viewpoint or opinion is the Councilmember's personal viewpoint or opinion.

4.0 Avoidance of the Appearance of Impropriety

All members of the City Council should conduct their official duties with integrity and impartiality and in a manner that avoids even the appearance of impropriety or a conflict of interest between public duties and private interests.

No Councilmember shall, by their conduct or participation in activities, give reasonable basis for the impression that any person can improperly influence the Councilmember or unduly enjoy the Councilmember's favor in the performance of official City actions, or that the Councilmembers is affected in the performance of the official act or actions by the kinship, rank, or association with any person.

5.0 Standards of Ethical Conduct

A. Personal Interests in Contracts Prohibited

No Councilmember shall participate in their capacity as a councilmember in the making of a contract in which the Councilmember has a personal interest, direct or indirect, or performs in regard to such a contract some function requiring the exercise of discretion on behalf of the City. Except, that this prohibition shall not apply where the councilmember has only a remote interest in the contract as defined in RCW 42.23.040 and summarized below and where the fact and the extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract and thereafter the City Council authorizes, approves, or ratifies the contract in good faith by a vote of its membership without counting the vote or votes of the Councilmember(s) having the remote interest.

For purposes of this section, a “remote interest” means:

1. that of a non-salaried officer of a non-profit corporation;
2. that of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary;
3. that of a landlord or tenant of a contracting party;
4. that of a holder of less than one percent of the shares of a corporation, limited liability company or other entity which is a contracting party.

B. Personal Influence in Contract Selection Prohibited.

No Councilmember shall influence the City’s selection of, or its conduct of business with, a corporation, person, or firm having or proposing to do business with the City if the Councilmember has a personal financial interest, direct or indirect in or with the corporation, person, or firm, unless such interest is a remote interest as defined in RCW 42.23.040 and summarized herein and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract and thereafter the City Council authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the Councilmember(s) having the remote interest.

C. Disclosure of Confidential Information

A Councilmember shall not disclose or use any confidential, privileged, or proprietary information gained by reason of their position for a purpose other than a City purpose; provided, that nothing shall prohibit the disclosure or use of information which is a matter of

public knowledge, or which is available to the public on request. Information obtained during Executive Sessions is deemed confidential.

- D. Acceptance of Compensation, Gifts, Favors, Rewards, or Gratuity Prohibited.
1. City Councilmembers may not, directly or indirectly, give or receive, or agree to give or receive, any compensation, gift, favor, reward, or gratuity for a matter connected with or related to the officer's performance of official duties for the city. Prohibited conduct includes, but is not limited to, the following:
 - a. Accepting cash or other cash equivalents such as gift cards or gift certificates regardless of value except as part of an internal, recognized, and sanctioned city incentive program.
 - b. Accepting gifts, gratuities, loans, entertainment or other items of value from anyone with whom the city regularly transacts business, who has or seeks a contract with the city, or who desires other official action from the city.
 - c. Giving, offering or promising anything of value to a customer, a potential customer, or a financial institution in connection with any transaction or business that the city may have with that customer, potential customer, or financial institution.
 - d. Misusing confidential city information or disclosing such information to any individual who does not have a need to know the information.
 - e. Using the city's name, account or credit to purchase merchandise for personal use.
 2. Exceptions. The prohibition regarding accepting compensation, gifts, or rewards shall not apply to:
 - a. Receiving items from family members or friends where it is clear beyond a reasonable doubt that the gift was not made to gain or maintain influence;
 - b. Receiving items exchanged equally among Councilmembers at a social event hosted or sponsored by an officer of the city for other officers or employees of the city.

- c. Receiving items of nominal value provided for advertising purposes such as pens, calendars, or items received at a conference;
- d. Payment by a governmental or non-governmental entity of reasonable expenses incurred in connection with a speech, presentation, appearance or trade mission made in an official capacity. Reasonable expenses are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
- e. Payment of fees and reasonable travel expenses for attending seminars or educational programs sponsored by a government or bona fide non-profit professional, educational, trade or charitable association or institution. Reasonable expenses are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
- f. Discounts available to the individual as a member of a group, occupation or similar broad-based group;
- g. Awards, prizes, scholarships or other items provided in recognition of academic, sport, or scientific achievement;
- h. Attendance of the Councilmember at a hosted meal where official attendance by the Councilmember as a city representative is appropriate;
- i. Campaign contributions that are in compliance with Chapter 42.17 RCW.

E. Certain Employment Prohibited.

No City Councilmember shall engage in or accept employment or render services for any employer when such employment or service creates a conflict of interest with a duty owed to the city or conflicts with the proper discharge of official city duties.

G. Improper Use of Position Prohibited.

A Councilmember shall not knowingly use their office or position to secure personal benefit, gain or profit, or use their position to secure special privileges or exceptions for themselves, or for the benefit, gain, or profits of any other persons.

H. Improper Use of City Personnel Prohibited.



A Councilmember shall not employ or use any person under their official control or direction for personal benefit, gain, or profit.

I. Improper Use of City Property Prohibited.

A City Councilmember shall not use city-owned vehicles, equipment, materials, money, or property for personal or private convenience or profit. Such use is restricted to those city services that are available to the public generally, for the authorized conduct of official business or for such purposes and under such conditions as are approved by the city council, city administrator or designee.

A Councilmember shall not utilize the City's name, letterhead or logo for the purpose of endorsing any political candidate, business, commercial product, or service.

Council members regardless of whether they are working inside City Hall or within the community.

6.0 Impermissible Conduct After Leaving City Office

A. Disclosure of Privileged, Confidential, or Proprietary Information Prohibited.

No former City Councilmember shall disclose or use for their personal gain or that of any other person any privileged, confidential, or proprietary information gained because of their City office.

B. Participation in City Matters Prohibited.

No former City Councilmember shall, during the period of one year after leaving office:

1. Assist any person in matters involving the city if, while in the course of duty with the city, the former Councilmember was officially involved in the matter, or personally and substantially participated in the matter, or acted on the matter; or.
2. Represent any person as an advocate in any matter in which the former Councilmember was involved while a Councilmember; or
3. Participate as or with a bidder, vendor, or consultant in any competitive selection process for a city contract in which he or she assisted the city in determining the project, or work to be done or the process to be used.



7.0 Violation of the Code of Ethics

The Council has the power under State law to impose punishment on its members, short of removal from office, for violation of State law or Council rules.

The Council may punish a member for violation of these rules by: a verbal admonition, written reprimand, letter of no confidence, censure, expulsion from the meeting at which the conduct occurs, removal from committee memberships, and/or removal of intergovernmental duties.

CITY COUNCIL STAFF REPORT



Agenda Date: 5/28/2024

Subject: Contract with AtkinsRealis for Facility Asset Inventory and Asset Condition Rating

Contact Person/Department: Lori Erickson, Public Works

Budget Impact: The contract proposal has a cost of \$67,920. If approved, a budget amendment will be brought back to add the \$67,920. The amendment will be split between the General, Street, and Stormwater funds based on facility usage and staff funding allocations within each facility. The overall budget allocation is:

- 92% General Fund (\$62,207)
- 3% Street Fund (\$2,136)
- 5% SWM Fund (\$3,577)

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

The Public Works Department is seeking approval to contract with AtkinsRealis for the facility asset inventory and condition assessment.

SUMMARY/BACKGROUND:

In 2023, the City began a re-implementation effort of the VUEWorks asset management system. To date, the Service Request and Work Order modules in the system have been fully implemented. The Facilities module, which helps track the facilities, assets within the facilities (i.e., HVAC systems, hot water tanks, IT equipment, etc.), and facility asset condition assessments (i.e., determining whether an asset has defects or a hazard, how much useful life of the asset remains, etc.) has a software "template" that has been built out. However, the facility asset information has yet to be collected and uploaded to the system. Collecting and entering the facility data has challenges, primarily with very limited staff availability and evaluation expertise. Without the facility

asset inventory and asset condition assessments, it is difficult to forecast replacement schedules, and we are not able to fully utilize the VUEWorks system capabilities.

It is being requested that City Council approve the funding for a contract with AtkinsRealis (the vendor for VUEWorks) to come gather the facility asset information, conduct the asset condition assessments, and upload the data into the system.

APPLICABLE CITY POLICIES:

City-wide Procurement Policy

ATTACHMENTS:

1. Contract with AtkinsRealis for Facility Asset Inventory and Asset Condition Rating_Council 05282024



One Community Around The Lake

Contract with AtkinsRealis for Facility Asset Inventory and Asset Condition Rating

PRESENTED BY: LORI ERICKSON,

PUBLIC WORKS ANALYST

MAY 28, 2024



Topics:

- Background
- Challenges
- Proposed Contract
- Budget Impact
- Next steps

Background

- 2023 - The City began re-implementation of VUEWorks (asset management system)
- Started with the Work Order and Service Request modules, including the CitizenVUE Portal
- Built out the “template” for the Facilities module, which is capable of:
 - Documenting the facilities, assets within the facilities, and facility condition
 - Setting preventative maintenance and replacement schedules
 - More robust reporting
- There are other modules too that are being discussed, but not actively worked on at this time
- At the May 21st City Council Meeting, a facility condition analysis was requested before determining the future of the Facilities Division



What challenges are we facing?

Gathering the asset and condition information:

- **Time Capacity** – Our current Streets and Facilities Division has limited bandwidth and a backlog of ~60 work orders (for Facilities alone)
- **Expertise** – The Public Works Analyst attempted to take on this assessment, but lacks the technical expertise to accurately assess facility asset condition

Without the information:

- Planning for replacement schedules without the facility condition assessment is an educated guess at best
- Cannot fully utilize the capabilities within the system



What's the proposal?

Get Vendor Support

- VUEWorks is owned by AtkinsRealis
- AtkinsRealis has helped many other cities with facility asset inventory and condition assessments
- The AtkinsRealis Team would come on-site, and over the course of 5-10 business days, would gather the information and populate our system with the data
- Assessment is scoped for 19 of 22 facilities
- Contract amount of \$67,920

What is included in the contract?

SYSTEMS ASSESSED

- Roof Systems
- Building Exterior Elements
- Structural Systems
- Interior Finishes
- Fixed Furniture
- Mechanical, HVAC, and Plumbing Systems
- Fire and Life Safety Systems
- Conveyance Systems
- Security Systems
- Site Systems (stormwater removal/drainage, erosion potential, pavements, retaining walls, fencing, landscaping, recreational features, etc.)

FACILITIES TO BE INVENTORIED / ASSESSED

City Hall (current building)

City Hall Annex

Public Works Shop

The Mill

Library

Police Station and Evidence Building

1819 Building

Senior Center

“Old Food Bank” (Eagle Ridge Storage)

Lundeen Restroom and Concession

Davies Restroom

North Cove Shelter and Restroom

Old Fire Station (Museum)

North Cascades Crew Building

VIC

Decant

City Hall (new building)

Evergreen Office Building

What is included in the contract? (continued)

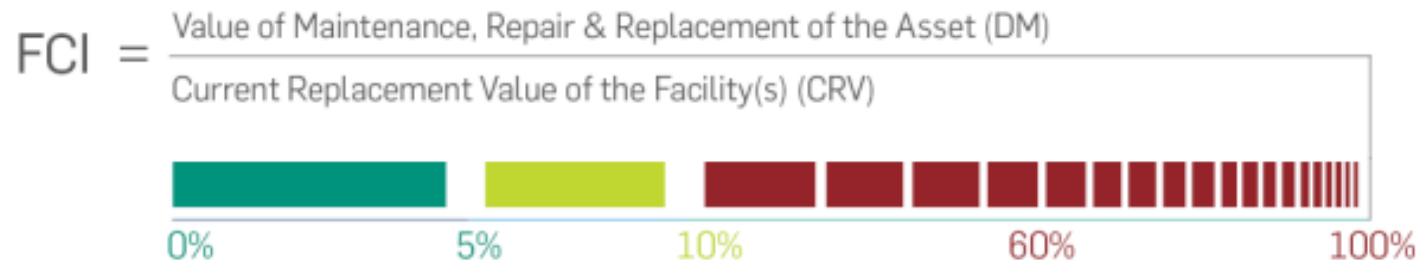
Data for each asset that will be collected and entered into VUEWorks

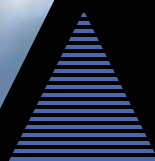


▪ Manufacturer	▪ Unit	▪ Estimated Useful Life (EUL): expected life from the time of installation to expected replacement
▪ Model #	▪ Capacity	▪ Remaining Useful Life (RUL) an evaluation of where the asset sits in its lifecycle and how many years left to replacement
▪ Serial #	▪ Location	▪ Level of Preventative Maintenance: maintenance performed on the asset which may result in an extended life
▪ Install Date	▪ Condition rating	▪ Geographic Location: atmospheric and environmental conditions greatly affect the EUL of equipment
▪ System Type	▪ Current damage, deficiencies, or failure	▪ Utilization Rate: The EUL of assets can be significantly affected by the rate of utilization.
▪ Asset Classification	▪ Last certified inspection	▪ Cause of Failure/Deterioration: Is the asset deteriorating in line with age? Or is some other factor causing an accelerated rate of deterioration?
▪ Tag	▪ Bar/QR Code	▪ Potential for energy conservation measures
▪	▪	▪ Representative Photographs

FCI = Facility Condition Index (benchmark) assessed for each asset

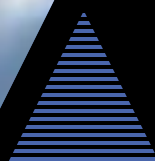
Example FCI Chart





Budget Impacts

- A budget amendment will be brought back to add the \$67,920
- The overall budget allocation is:
 - 92% General Fund (\$62,207)
 - 3% Street Fund (\$2,136)
 - 5% SWM Fund (\$3,577)
- The general fund has the largest proportional share as it includes not only City Hall, City Hall Annex, the Police facilities, and Park facilities, but also all community & rental spaces not used for office space (The Mill, Library, Senior Center, Museum, VIC, Commercial Buildings).



Proposed Next Steps

- A budget amendment will be brought back to add the \$67,920
- Finalize a contract
- Schedule the asset inventory and condition assessment as soon as possible

Questions?

CITY COUNCIL STAFF REPORT



Agenda Date: 5/28/2024

Subject: Ordinance 1180 - Use, Discharge and Possession of Fireworks in Public Places

Contact Person/Department: Greg Rubstello, Administration

Budget Impact:

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Adopt Ordinance 1180 - Use, Discharge and Possession of Fireworks in Public Places

SUMMARY/BACKGROUND:

Council discussed Ordinance 1180 at the last two Council meetings. The changes to the Lake Stevens Municipal Code are outlined below.

WHAT CHANGES DOES ORDINANCE 1180 MAKE TO THE EXISTING REGULATION OF FIREWORKS IN LAKE STEVENS?

1. Current chapter 9.64 of the Lake Stevens criminal code permits the sale and discharge of legal fireworks ("consumer fireworks") consistent Washington State Statute. Sales of Consumer Fireworks is permitted from noon on June 26 through July 4th. Consumer Fireworks may legally be discharged within the City only on the Fourth of July from 9:00 am to midnight. Absent a permit, the discharge of Consumer Fireworks is prohibited on all other dates and times. Illegal non-consumer fireworks cannot be sold or discharge at any time without a permit. Ordinance 1180 in Section 1 adds a new section to chapter 9.64 prohibiting at all times, even during the period of June 26 through July 4th, the use, discharge and possession of all types and kinds of fireworks on any city owned property. City Hall, all City Parks, the Public Works Shop and all other City properties are included in this prohibition, even city right-of-way. The only exceptions are permitted fireworks events and the possession of Consumer Fireworks on city right-of-way during the period of June 26 through July 4. This later

exception allows the transport, but not the discharge of consumer fireworks during the period Consumer Fireworks are allowed to be sold and discharged where the purchaser has the authority or permission to discharge the fireworks.

2. Current chapter 9.64 of the Lake Stevens criminal code in section 9.64.040 makes the violation of any provision of the chapter a criminal misdemeanor but limits the penalty to a fine not to exceed \$1000 or imprisonment in jail, not to exceed 90 days. Ordinance 1180 amends the current language to make it consistent with the violations section of state statute by proscribing a misdemeanor penalty if the crime involves less than one pound of fireworks and by prescribing a gross misdemeanor penalty if involving one pound or more of fireworks. State laws describes a misdemeanor penalty as up to 90 days in jail and up to a \$1,000 fine. A gross misdemeanor penalty is defined as up to 364 days in jail and up to a \$5,000 fine.

3. The City Parks Code in chapter 10.03 of the Lake Stevens Municipal Code currently prohibits anyone from shooting, firing or exploding any fireworks or other explosives, throwing any projectiles, or shooting any firearm, air gun, bow and arrow, BB gun or slingshot in a city park. Ordinance 1180 amends section 10.03.100 to prohibit the possession of any kind of fireworks or explosives of any kind in a city park without a permit. It will be illegal to bring any kind of firework, including consumer fireworks to a city park consistent with section 9.64.040. The amendment also specifically allows the Parks Director to allow for the use of fireworks or other explosive, or throwing of a projectile, or shooting of a firearm, bow and arrow, BB gun or slingshot in conjunction with an event permitted at a city park.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Ordinance 1180- Version 2 4872-3605-1901 v.1

ORDINANCE NO. 1180

**AN ORDINANCE OF THE CITY OF LAKE STEVENS, WASHINGTON
AMENDING CHAPTERS 9.64 AND 10.03 OF THE LAKE STEVENS MUNICIPAL
CODE ("LSMC") IN REGARD TO THE USE, DISCHARGE AND POSSESSION
OF FIREWORKS IN PUBLIC PLACES; PROVIDING FOR THE MAKING OF
CORRECTIONS, SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY,
AND FOR AN EFFECTIVE DATE.**

WHEREAS, the use and discharge of all fireworks, legal or illegal under state statute, on public property within and without the dates and times permitted under Chapter 9.64 of the LSMC for the use of consumer fireworks within the City of Lake Stevens is a cause of expenses for maintenance, endangers public facilities and the public, and may result in disturbance to the public using and owning property adjacent and near to the public property; and

WHEREAS, since the use and discharge of fireworks destroys upon discharge the physical evidence necessary to establish in a court of law the legal or illegal nature of the firework discharged; and

WHEREAS, the City Council has determined it in the public interest to impose restrictions on the use, discharge and possession of all fireworks or explosive of any kind on all City owned real property within the City of Lake Stevens, including, but not limited to, city parks and to revise the enforcement and penalties under Chapter 9.64 LSMC,

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

Section 1. Lake Stevens Municipal Code ("LSMC") Chapter 9.64 FIREWORKS is hereby amended as follows:

1.1 New section 9.64.035 LIMITING USE, DISCHARGE AND POSSESSION ON PUBLIC PROPERTY is added to Chapter 9.64 to read as follows:

No person shall use, discharge or possess any kind or type of fireworks or other explosive on real property in which the City of Lake Stevens has any ownership interest, whether the property is developed or undeveloped with infrastructure or improvements of any kind, with a permit; excepting the possession of "consumer fireworks" as defined in section 9.64.005 of this chapter and WAC 212-17-025 on public right-of-way during the dates and times for each year for the Fourth of July holiday period set forth in section 9.64.010.

2.2 LSMC Section 9.64.040 VIOLATION AND PENALTY is hereby amended (deletions shown by ~~strikeout~~ and additions by underline) to read as follows:

~~Unless otherwise provided, any person convicted of violating the provisions of this chapter shall be guilty of a misdemeanor and shall be punished by a fine not to exceed \$1,000 or by imprisonment in jail for a term not to exceed 90 days, or both such fine and imprisonment.~~ Failure to comply with any provision of this chapter or violation of any provision of this chapter is:

- (1) A misdemeanor if involving less than one pound of fireworks or other explosive, exclusive of external packaging; or
- (2) A gross misdemeanor if involving one pound or more of fireworks or other explosive, exclusive of external packaging.
- (3) For purposes of this section, “external packaging” means any materials that are not an integral part of the operative unit of fireworks or other explosive.

Section 2 Section 10.03.100 FIREARMS, PROJECTILES AND EXPLOSIVES is hereby amended (deletions shown by ~~strikeout~~ and additions by underline) to read as follows:

No person shall ~~possess, shoot, fire or explode any fireworks, firecrackers, torpedoes,~~ or explosives of any kind, legal or illegal under state statute, or throw any projectiles, or shoot or fire any firearm, air gun, bow and arrow, BB gun, or use any slingshot on any park properties except as authorized by permit issued by the Director or by a law enforcement officer in the line of duty. A general prohibition against the use, discharge, and possession of fireworks and explosive device on city owned properties, including park properties is set forth in section 9.64.035 of this code. The Director may issue a permit for the purpose of conducting a public fireworks display under RCW 70.77.260. The permit must meet the requirements of Section 9.64.030, Public Display of Fireworks.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Upon approval by the city attorney, the city clerk or the code reviser are authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing or ordinances or their sections and subsections.

Section 5. Effective Date. This ordinance may be published by Summary Publication and shall become effective five days after passage and summary publication by ordinance title only.

PASSED by the City Council and APPROVED by the Mayor this 28th day of May 2024.

CITY OF LAKE STEVENS

Brett Gailey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kelly Chelin, City Clerk

Greg Rubstello, City Attorney

Date of publication: _____

Effective Date (5 days after publication): _____