

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.

October 14, 2025 - 6:00 PM

City Council Meeting

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

or Join Zoom Meeting: [Zoom Link](#)

or call in at (253) 215-8782

Meeting ID: 84929126349 Passcode: 065624

- | | | |
|-----|---|-------------------|
| 1. | Call to Order | |
| 2. | Pledge of Allegiance | Mayor |
| 3. | Roll Call | |
| 4. | Approval of Agenda | Council President |
| 5. | Guest Business | |
| 6. | Citizen Comments | |
| 7. | Council Business | Council President |
| 8. | Mayor's Business | |
| 9. | City Department Report | |
| 10. | Consent Agenda | |
| A. | 2025 Vouchers | Barb Stevens |
| B. | City Council Retreat Minutes of September 13, 2025 | Kelly Chelin |
| C. | City Council Meeting Minutes of September 23, 2025 | Kelly Chelin |
| D. | Title VI Program Policy Adoption | Lori Erickson |
| E. | Surplus Property Certificate Form - Parks | Sarah Garceau |
| F. | \$200k Grant Agreement for North Cove Motorized Dock A&E | Sarah Garceau |
| G. | WSDOT Virtual Coordination Center Interlocal Agreement - Leading Service Agreement Contract | Jeffrey Beazizo |
| H. | Target Zero Fiscal Year 2026 IAA Agreements Staff Report | Jeffrey Beazizo |

11. Action Items

- A. Discuss and Approve 2026 Fee Resolution 2025-09

Russ Wright,
Sarah Garceau,
Carol Manus,
Christi Schmidt,
Aaron
Halverson, Barb
Stevens, Kelly
Chelin

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.

BLANKET VOUCHER APPROVAL
2025

Payroll Direct Deposits	09/25/2025 & 10/10/2025	\$893,159.68
Payroll Checks		
Electronic Funds Transfers	ACH	\$253,965.87
Claims	64443-64577	\$676,694.69
Void Checks		
Total Vouchers Approved:		\$1,823,820.24

This 14th day of Oct 2025

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

October 14, 2025



City expenditures by type for this voucher packet		
Personnel Costs	\$893,160	49%
Payroll Federal Taxes	\$162,191	9%
Retirement Benefits - Employer	\$73,424	4%
Other Employer Paid Benefits	\$519	0%
Employee Paid Benefits	\$21,893	1%
Supplies	\$55,398	3%
Professional Services	\$364,822	20%
Refunds	\$500	0%
Capital *	\$251,913	14%
Total	\$1,823,820	100%

Large Purchases *

- * LS Council Chambers & Infrastructure \$52,547
- * Catherine Creek Bridge Replacement \$12,553
- * LS Main Street Improvements \$65,424
- * PD Vehicle Equipment \$16,775
- * Davies Beach Structural Assessment \$16,656
- * LS Bayview Trail \$11,854
- * 2024 Overlay Project Retainage Release \$49,457

City of Lake Stevens Blanket Voucher Report
Checks to be approved for period 09/19/2025 - 10/09/2025

Total for Period
\$930,660.56

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
911 Supply Inc	INV-2-55593	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Gear - Thomas	64447	\$917.05
911 Supply Inc	INV-2-55595	001 008 521 20 31 06	LE - Uniform Clothing	Jumpsuit - Vick	64447	\$381.15
911 Supply Inc	INV-2-55637	001 008 521 20 31 06	LE - Uniform Clothing	Jumpsuit - Cooper	64447	\$534.51
911 Supply Inc	INV-2-55789	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Gear - Ashbrook	64447	\$29.41
911 Supply Inc	INV-2-55790	001 008 521 20 31 06	LE - Uniform Clothing	Uniform ID Panels	64447	\$505.96
911 Supply Inc	INV-2-55878	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Gear - Vick	64447	\$498.63
					64447 Total	\$2,866.71
Ace Hardware	81462/7	001 010 576 80 31 05	PK-R&M Supplies	Spraypaint/Tape - NCBL Bathroom Refresh	64448	\$92.80
Ace Hardware	81480/7	001 010 576 80 31 05	PK-R&M Supplies	Paint Trays/Rollers - NCBL Bathroom Refresh	64448	\$17.01
Ace Hardware	81481/7	001 013 518 20 31 00	GG-Operating Costs	Hwh SDS Neo - Gen Facilities	64448	\$16.03
Ace Hardware	81481/7	101 016 544 90 31 02	ST-Operating Cost	Hwh SDS Neo - Gen Facilities	64448	\$0.73
Ace Hardware	81481/7	410 016 531 10 31 02	SW - Operating Costs	Hwh SDS Neo - Gen Facilities	64448	\$1.26
Ace Hardware	81484/7	001 012 557 30 31 00	CS- Visitor Center	Moss Out Roof Walks/Hose - VIC	64448	\$97.24
Ace Hardware	81490/7	001 010 576 80 31 05	PK-R&M Supplies	Fasteners - Lundeen Deduct Meter	64448	\$34.60
Ace Hardware	81492/7	101 016 544 90 31 02	ST-Operating Cost	Clean Up Bags/Tote/Pickup Tools/Pik Stiks	64448	\$140.93
Ace Hardware	81499/7	101 016 544 90 31 02	ST-Operating Cost	Tree Pruner	64448	\$76.50
Ace Hardware	81547/7	101 016 544 90 31 02	ST-Operating Cost	Paint Tray Liner/Cover	64448	\$39.22
Ace Hardware	81548/7	101 016 544 90 31 02	ST-Operating Cost	Roller Frame Wires	64448	\$17.44
Ace Hardware	81549/7	410 016 531 10 31 02	SW - Operating Costs	Protector Hear Stowaway	64448	\$29.50
					64448 Total	\$563.26
Alaska Rubber Group Inc	N079664	001 010 576 80 31 00	PK-Operating Supplies	Steel Adapters	64449	\$6.10
Alaska Rubber Group Inc	N079664	101 016 544 90 31 02	ST-Operating Cost	Steel Adapters	64449	\$6.10
Alaska Rubber Group Inc	N079664	410 016 531 10 31 02	SW - Operating Costs	Steel Adapters	64449	\$6.10
Alaska Rubber Group Inc	N079846	001 010 576 80 31 00	PK-Operating Supplies	Braided Hydraulic Hose/Swivel Crimp Straight Hose Fitting	64449	\$24.03
Alaska Rubber Group Inc	N079846	101 016 544 90 31 02	ST-Operating Cost	Braided Hydraulic Hose/Swivel Crimp Straight Hose Fitting	64449	\$24.03
Alaska Rubber Group Inc	N079846	410 016 531 10 31 02	SW - Operating Costs	Braided Hydraulic Hose/Swivel Crimp Straight Hose Fitting	64449	\$24.03
Alaska Rubber Group Inc	N079863	101 016 544 90 31 02	ST-Operating Cost	Weathershield/Hoses PW95	64449	\$34.47
Alaska Rubber Group Inc	N079863	410 016 531 10 31 02	SW - Operating Costs	Weathershield/Hoses PW95	64449	\$34.48
Alaska Rubber Group Inc	N079889	101 016 544 90 31 02	ST-Operating Cost	Weathershield/Hoses/Seals PW95	64449	\$42.99
Alaska Rubber Group Inc	N079889	410 016 531 10 31 02	SW - Operating Costs	Weathershield/Hoses/Seals PW95	64449	\$42.98
					64449 Total	\$245.31
Alexander Printing Co Inc	97626	101 016 544 90 31 02	ST-Operating Cost	Regular Envelopes (500)	64450	\$43.03
Alexander Printing Co Inc	97626	410 016 531 10 31 02	SW - Operating Costs	Regular Envelopes (500)	64450	\$43.04
					64450 Total	\$86.07
Amazon Capital Services	1491-GPNT-7Y9D	001 010 576 80 31 03	PK- Equipment & Tools	Lawn Mower Blade Sharpener & Grinder - Mower Maint	64451	\$558.03
Amazon Capital Services	1491-GPNT-7Y9D	001 010 576 80 31 03	PK- Equipment & Tools	Mower Blade Balancer - Mower Maint	64451	\$132.58
Amazon Capital Services	1491-GPNT-7Y9D	001 010 576 80 31 03	PK- Equipment & Tools	Mulching Blade Adaptor - Mower Maint	64451	\$28.21
Amazon Capital Services	1491-GPNT-7Y9D	001 010 576 80 31 00	PK-Operating Supplies	Pool Safety Sign, No Lifeguard On Duty	64451	\$38.83
Amazon Capital Services	1491-GPNT-7Y9D	001 010 576 80 31 00	PK-Operating Supplies	Rust-Oleum Inverted Marking Spray Paint	64451	\$101.91
Amazon Capital Services	14GT-LVCR-FNNM	001 010 576 80 31 00	PK-Operating Supplies	Batteries	64451	\$8.74
Amazon Capital Services	14GT-LVCR-FNNM	001 010 576 80 31 00	PK-Operating Supplies	Mouse Pad - M Matthews	64451	\$18.46
Amazon Capital Services	14GT-LVCR-FNNM	001 010 576 80 31 00	PK-Operating Supplies	Paper Towels	64451	\$175.82
Amazon Capital Services	14T9-T6H6-61Y7	001 008 521 20 31 00	LE-Office Supplies	Lightbulbs	64451	\$60.18
Amazon Capital Services	17RV-DMYK-JWGD	001 010 576 80 31 00	PK-Operating Supplies	All Purpose Cleaner Refund	64451	(\$152.88)
Amazon Capital Services	193G-6XCT-7Y7C	001 010 576 80 31 08	PK-Special Event Supplies	Art Supplies Refund	64451	(\$10.37)

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Amazon Capital Services	1DHQ-7KYX-GN14	001 008 521 20 31 04	LE-Donation Exp - Other	DJI Mavic 2 Enterprise Advanced Battery	64451	\$200.02
Amazon Capital Services	1DY9-FM19-3NDT	001 003 514 20 31 00	CC- Operating Supplies	10pk Portable Foldable Metal Easels	64451	\$91.36
Amazon Capital Services	1FYT-NYM1-CG97	001 010 576 80 31 00	PK-Operating Supplies	Propane Fuel Cylinder Refund	64451	(\$72.67)
Amazon Capital Services	1HJ7-M1J4-F31M	001 006 518 80 31 00	IT- Operating Supplies	iPhone Chargers/USB Cables	64451	\$207.31
Amazon Capital Services	1HLD-3RY4-J9TL	001 010 576 80 31 00	PK-Operating Supplies	Antibacterial Kitchen All Purpose Cleaner Disinfectant	64451	\$152.87
Amazon Capital Services	1HLD-3RY4-J9TL	001 010 576 80 31 00	PK-Operating Supplies	Clorox Bleach Germicidal Cleaner Spray	64451	\$18.57
Amazon Capital Services	1HLD-3RY4-J9TL	001 010 576 80 31 00	PK-Operating Supplies	Dustpan and Brush Set	64451	\$15.12
Amazon Capital Services	1HLD-3RY4-J9TL	001 010 576 80 31 05	PK-R&M Supplies	FastRack 5 Gallon Hedpak with Cap	64451	\$52.24
Amazon Capital Services	1HLD-3RY4-J9TL	001 010 576 80 31 00	PK-Operating Supplies	Garden Hose	64451	\$126.35
Amazon Capital Services	1HLD-3RY4-J9TL	001 010 576 80 31 00	PK-Operating Supplies	Heavy Duty Trash Can Liners	64451	\$581.49
Amazon Capital Services	1HLD-3RY4-J9TL	001 010 576 80 31 00	PK-Operating Supplies	High Performance Ultra 2 Cycle Engine Oil	64451	\$74.37
Amazon Capital Services	1HLD-3RY4-J9TL	001 010 576 80 31 00	PK-Operating Supplies	Liquid Spill Kit 5 quarts	64451	\$27.32
Amazon Capital Services	1HLD-3RY4-J9TL	001 010 576 80 31 00	PK-Operating Supplies	Medical Action Infectious Waste Bag	64451	\$7.61
Amazon Capital Services	1HLD-3RY4-J9TL	001 010 576 80 31 05	PK-R&M Supplies	Reinforced Rigid Pipe Strap	64451	\$7.26
Amazon Capital Services	1HLD-3RY4-J9TL	001 010 576 80 31 00	PK-Operating Supplies	Stainless Steel Mini Brushes	64451	\$8.72
Amazon Capital Services	1HLD-3RY4-J9TL	001 010 576 80 31 00	PK-Operating Supplies	Stainless Steel Self Taping Screw Eyes	64451	\$18.67
Amazon Capital Services	1HT3-NNVK-7QYT	101 016 544 90 31 02	ST-Operating Cost	Headphones/Clipboard	64451	\$13.33
Amazon Capital Services	1HT3-NNVK-7QYT	410 016 531 10 31 02	SW - Operating Costs	Headphones/Clipboard	64451	\$13.33
Amazon Capital Services	1J9R-GFG7-47LX	001 010 576 80 31 00	PK-Operating Supplies	Smoke Detector Tester Refund	64451	(\$15.46)
Amazon Capital Services	1JXJ-HHGL-JPDK	001 010 576 80 31 07	PK-Recreation Supplies	Games/Rope	64451	\$102.18
Amazon Capital Services	1JXJ-HHGL-JPDK	001 010 576 80 31 08	PK-Special Event Supplies	Viking & Art Supplies	64451	\$618.03
Amazon Capital Services	1MP1-XX1D-G334	001 010 576 80 31 00	PK-Operating Supplies	Smoke Detector Tester	64451	\$15.46
Amazon Capital Services	1NML-CMGG-31QW	101 016 544 90 31 02	ST-Operating Cost	Lever Latches	64451	\$36.07
Amazon Capital Services	1NML-CMGG-31QW	410 016 531 10 31 02	SW - Operating Costs	Lever Latches	64451	\$36.06
Amazon Capital Services	1PWF-JLCF-3GN7	001 010 576 80 31 00	PK-Operating Supplies	Propane Fuel Cylinder	64451	\$72.67
Amazon Capital Services	1QMG-1DCY-1NM6	410 016 531 10 31 02	SW - Operating Costs	10 Gbps Micro B to USB C Hard Drive Cables Refund	64451	(\$17.49)
Amazon Capital Services	1VC3-7Y1C-DR6K	101 016 544 90 31 02	ST-Operating Cost	Replacement Cartridge	64451	\$40.98
Amazon Capital Services	1VC3-7Y1C-DR6K	410 016 531 10 31 02	SW - Operating Costs	Replacement Cartridge	64451	\$40.98
Amazon Capital Services	1Y49-GN7K-MCX6	101 016 544 90 31 02	ST-Operating Cost	Screen Protector/Sign Holder/Expo Markers	64451	\$42.26
Amazon Capital Services	1Y49-GN7K-MCX6	410 016 531 10 31 02	SW - Operating Costs	Screen Protector/Sign Holder/Expo Markers	64451	\$42.26
Amazon Capital Services	1Y7D-4NXD-1CTM	001 010 576 80 31 05	PK-R&M Supplies	Paint Roller Covers - Bathroom Refresh	64451	\$28.41
Amazon Capital Services	1Y7D-4NXD-1CTM	001 010 576 80 31 05	PK-R&M Supplies	Paint Tray Liners - Bathroom Refresh	64451	\$30.25
Amazon Capital Services	1YM9-KPYK-FLDP	001 008 521 20 31 00	LE-Office Supplies	Mesh Trash Can	64451	\$34.88
					64451 Total	\$3,610.32
ARC Architects Inc	8	306 013 594 18 60 00	FC - Municipal Campus GG	LS Council Chambers & Infrastructure	64452	\$52,547.42
					64452 Total	\$52,547.42
ASCAP	2025 ASCAP ADTL	001 013 518 20 49 00	GG-Miscellaneous	2025 ASCAP Additional Balance	64453	\$12.50
					64453 Total	\$12.50
AT&T Mobility LLC	287351657998X09272025	001 008 521 20 42 00	LE-Communication	Wireless Cell Service	64454	\$1,973.86
AT&T Mobility LLC	287351658267X09272025	101 016 543 30 42 00	ST-Communications	Wireless Cell Service	64454	\$987.87
AT&T Mobility LLC	287351658267X09272025	410 016 531 10 42 00	SW - Communications	Wireless Cell Service	64454	\$987.88
AT&T Mobility LLC	287354121770X09272025	001 001 511 60 42 00	Legislative - Communication	Wireless Cell Service	64454	\$285.60
AT&T Mobility LLC	287354121770X09272025	001 001 513 10 42 00	Executive - Communication	Wireless Cell Service	64454	\$40.80
AT&T Mobility LLC	287354121770X09272025	001 002 513 11 42 00	AD-Communications	Wireless Cell Service	64454	\$40.80
AT&T Mobility LLC	287354121770X09272025	001 003 514 20 42 00	CC-Communications	Wireless Cell Service	64454	\$163.20
AT&T Mobility LLC	287354122304X09272025	001 004 514 23 42 00	FI-Communications	Wireless Cell Service	64454	\$191.58
AT&T Mobility LLC	287354123039X09272025	001 005 518 10 42 00	HR-Communications	Wireless Cell Service	64454	\$204.00
AT&T Mobility LLC	287354123762X09272025	001 006 518 80 42 00	IT-Communications	Wireless Cell Service	64454	\$244.80
AT&T Mobility LLC	287354124740X09272025	001 007 558 50 42 00	PL-Communication	Wireless Cell Service	64454	\$263.25

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
AT&T Mobility LLC	287354124740X09272025	001 007 559 30 42 00	PB-Communication	Wireless Cell Service	64454	\$263.25
AT&T Mobility LLC	287354125324X09272025	001 010 576 80 42 00	PK-Communication	Wireless Cell Service	64454	\$839.99
					64454 Total	\$6,486.88
Atwell LLC	423469	411 016 594 31 60 11	131st Ave NE Sewer Ext	117th Ave NE Sidewalk Project	64455	\$4,937.56
					64455 Total	\$4,937.56
Badgleys Landscape LLC	92265	005 000 518 20 40 02	Rental Property Services	Landscape Maint 10515 & 10519 20th St 10-2025	64456	\$1,142.59
Badgleys Landscape LLC	92265	005 000 382 20 00 00	Rental Property Retainage	Landscape Maint 10515 & 10519 20th St 10-2025 Retainage	64456	(\$104.54)
Badgleys Landscape LLC	92265	005 000 518 20 40 02	Rental Property Services	Landscape Maint 1819 & 1825 S Lake 10-2025	64456	\$808.11
Badgleys Landscape LLC	92265	005 000 382 20 00 00	Rental Property Retainage	Landscape Maint 1819 & 1825 S Lake 10-2025 Retainage	64456	(\$73.93)
Badgleys Landscape LLC	92265	001 012 572 20 41 00	CS- Library-Professional Svc	Landscape Maint 2211 Grade Rd 10-2025	64456	\$699.06
Badgleys Landscape LLC	92265	001 000 382 20 00 00	Retainage	Landscape Maint 2211 Grade Rd 10-2025 Retainage	64456	(\$63.96)
					64456 Total	\$2,407.33
Bassett	102625 BASSETT	001 008 521 40 49 01	LE- Staff Development	Crime Scene Investigations Meal PerDiem - Bassett	64457	\$476.00
					64457 Total	\$476.00
Bills Blueprint Inc	678734	001 007 558 50 49 02	PL-Printing and Bindin	Large Doc Scan	64458	\$9.18
					64458 Total	\$9.18
Brazel	102425 BRAZEL	001 002 513 11 49 00	AD-Staff Development	ICMA Conf Meal PerDiem - Brazel	64459	\$434.00
					64459 Total	\$434.00
Bridge Coordination Services	2025-LS09	001 008 521 20 41 01	LE-Professional Serv-Fixed	DV Coordinator Service Hours 09-2025	64460	\$4,079.88
					64460 Total	\$4,079.88
Builders Exchange of Washington Inc	1080562	120 016 542 30 41 00	TBP - Pavement Preservation	Frontier Heights Park Phase II Addendum Publication	64461	\$5.75
					64461 Total	\$5.75
Canon Financial Services Inc	41782464	001 010 576 80 48 00	PK-Repair & Maintenance	QNN08471 Copier Lease PW Upstairs	64462	\$11.42
Canon Financial Services Inc	41782464	101 016 542 30 48 00	ST-Repair & Maintenance	QNN08471 Copier Lease PW Upstairs	64462	\$11.41
Canon Financial Services Inc	41782464	410 016 531 10 48 00	SW - Repairs & Maintenance	QNN08471 Copier Lease PW Upstairs	64462	\$11.41
					64462 Total	\$34.24
Carstar Collision Specialties	2293	001 010 576 80 48 01	PK - R&M Vehicles	Vehicle Repair Services PW63	64463	\$5,710.45
Carstar Collision Specialties	2294	410 016 531 10 48 00	SW - Repairs & Maintenance	Vehicle Repair Services PW4	64463	\$4,839.43
					64463 Total	\$10,549.88
CDW Government Inc	AF8QS4T	510 006 518 80 49 39	LR - Misc Renewals	Canva Enterprise	64464	\$8,618.98
CDW Government Inc	AG2NC3F	510 006 594 18 64 00	Capital - Purch Computer Equip	Azure Overages 08-2025	64464	\$266.87
					64464 Total	\$8,885.85
Central Welding Supply Co Inc	2474330	001 010 576 80 31 00	PK-Operating Supplies	Argon/Centrashield/Propane	64465	\$37.76
Central Welding Supply Co Inc	2474330	101 016 544 90 31 02	ST-Operating Cost	Argon/Centrashield/Propane	64465	\$37.77
Central Welding Supply Co Inc	2474330	410 016 531 10 31 02	SW - Operating Costs	Argon/Centrashield/Propane	64465	\$37.76
Central Welding Supply Co Inc	2500261	001 010 576 80 31 00	PK-Operating Supplies	Argon/Centrashield/Propane	64465	\$37.76
Central Welding Supply Co Inc	2500261	101 016 544 90 31 02	ST-Operating Cost	Argon/Centrashield/Propane	64465	\$37.77
Central Welding Supply Co Inc	2500261	410 016 531 10 31 02	SW - Operating Costs	Argon/Centrashield/Propane	64465	\$37.76
					64465 Total	\$226.58
City of Everett	I25004574	001 008 554 30 41 00	LE-Animal Control	Animal Control Services 08-2025	64466	\$1,725.00
					64466 Total	\$1,725.00
CivicPlus LLC	350737	001 006 518 80 41 00	IT-Professional Services	DNS Hosting for .GOV Annual Fee	64467	\$20.60
					64467 Total	\$20.60
Comcast	09-2025 COMCAST	001 010 576 80 42 00	PK-Communication	Comcast Internet/Telecom Services Davies	64468	\$401.71
Comcast	09-2025 COMCAST	001 010 576 80 42 00	PK-Communication	Comcast Internet/Telecom Services Frontier Park	64468	\$401.71
Comcast	09-2025 COMCAST	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Signal Control	64468	\$329.98
					64468 Total	\$1,133.40
Connolly	092625 CONNOLLY	101 016 542 30 49 01	ST-Staff Development	CDL Physical Reimbursement - Connolly	64469	\$175.00
					64469 Total	\$175.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Conservation Technix Inc	1241	001 010 576 80 41 00	PK-Professional Services	PROS Plan	64470	\$18,202.30
					64470 Total	\$18,202.30
Crim	092325 CRIM	001 004 514 23 49 01	FI-Staff Development	WFOA Conf Parking Fee Reimb - Crim	64471	\$42.00
					64471 Total	\$42.00
Crystal Springs	5249844 100125	001 007 558 50 31 01	PL-Operating Supplies	Bottled Water - City Hall	64472	\$68.41
Crystal Springs	5249844 100125	001 007 559 30 31 01	PB-Operating Supplies	Bottled Water - City Hall	64472	\$68.41
Crystal Springs	5249844 100125	001 013 518 20 31 00	GG-Operating Costs	Bottled Water - City Hall	64472	\$126.30
					64472 Total	\$263.12
David Evans and Associates Inc	592060	001 007 558 50 41 04	Permit Related Professional Sr	West Mill Bridge Plat LUA2024-0181	64473	\$1,103.00
David Evans and Associates Inc	592063	001 007 558 50 41 04	Permit Related Professional Sr	Batcheldor Review LUA2024-0183	64473	\$860.50
					64473 Total	\$1,963.50
David Evans and Associates Inc	598846	005 000 518 20 40 02	Rental Property Services	Tenant Space Measurement	64474	\$2,398.80
David Evans and Associates Inc	599115	001 007 558 50 41 04	Permit Related Professional Sr	TIA Review Guidance TO#25-03	64474	\$387.50
David Evans and Associates Inc	599518	411 016 594 31 60 05	Catherine Creek/36th St Bridge	Catherine Creek Bridge Replacement	64474	\$12,553.11
					64474 Total	\$15,339.41
Dept of Licensing	091325 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 09/07/25 - 09/13/25	64475	\$198.00
Dept of Licensing	092025 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 09/14/25 - 09/20/25	64475	\$273.00
Dept of Licensing	092725 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 09/21/25 - 09/27/25	64475	\$381.00
Dept of Licensing	100425 DOL	633 000 589 30 00 05	Gun Permit - State DOL	Weapons Permits 09/28/25 - 10/04/25	64475	\$255.00
					64475 Total	\$1,107.00
Dept of Retirement (Deferred Comp)	9252025	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-State Deferred	EFT	\$9,253.65
					EFT Total	\$9,253.65
Dept of Retirement PERS LEOFF	9252025	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions	EFT	\$73,038.75
Dept of Retirement PERS LEOFF	9252025	001 000 282 00 00 00	Payroll Liability Retirement	PERS LEOFF Contributions - State	EFT	\$385.14
					EFT Total	\$73,423.89
Dicks Towing Inc	18314752	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2006 Dodge Charger	64476	\$197.16
Dicks Towing Inc	18314995	001 008 521 20 41 00	LE-Professional Services	Evidence Towing 2021 Police Explorer	64476	\$180.02
					64476 Total	\$377.18
Dreher	101425 D DREHER	001 008 521 40 49 01	LE- Staff Development	K9 Narcotics Training Meal PerDiem - D Dreher	64477	\$211.00
					64477 Total	\$211.00
Dreher	101725 J DREHER	001 008 521 40 49 01	LE- Staff Development	ARMA InfoCon Conf Meal PerDiem - J Dreher	64478	\$430.00
					64478 Total	\$430.00
EFTPS	9252025	001 000 281 00 00 00	Payroll Liability Taxes	Federal Payroll Taxes	EFT	\$162,191.48
					EFT Total	\$162,191.48
Electronic Business Machines	AR314183	001 010 576 80 48 00	PK-Repair & Maintenance	Printer Copy Fees PW - QNN08471	64479	\$13.08
Electronic Business Machines	AR314183	101 016 542 30 48 00	ST-Repair & Maintenance	Printer Copy Fees PW - QNN08471	64479	\$13.09
Electronic Business Machines	AR314183	410 016 531 10 48 00	SW - Repairs & Maintenance	Printer Copy Fees PW - QNN08471	64479	\$13.08
Electronic Business Machines	AR314784	001 010 576 80 48 00	PK-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	64479	\$48.61
Electronic Business Machines	AR314784	101 016 542 30 48 00	ST-Repair & Maintenance	Printer Copy Fees PW - 2YJ14491	64479	\$48.60
Electronic Business Machines	AR314784	410 016 531 10 48 00	SW - Repairs & Maintenance	Printer Copy Fees PW - 2YJ14491	64479	\$48.61
Electronic Business Machines	AR315970	001 013 518 20 48 00	GG-Repair & Maintenance	Printer Copy Fees CH Admin XTZ10787	64479	\$341.85
					64479 Total	\$526.92
Employment Security Dept	25-027684-RDU-A5	001 008 521 20 41 01	LE-Professional Serv-Fixed	ESD Records Disclosure Basic Charge	64480	\$3.50
Employment Security Dept	25-029008-RDU-D5	001 008 521 20 41 01	LE-Professional Serv-Fixed	ESD Records Disclosure Basic Charge	64480	\$3.50
					64480 Total	\$7.00
Facet NW Inc	65751	001 007 558 50 41 00	PL-Professional Servic	LS CAO 2025 Update	64481	\$5,842.25
Facet NW Inc	66739	001 007 558 50 41 00	PL-Professional Servic	LS CAO 2025 Update	64481	\$7,109.00
					64481 Total	\$12,951.25

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Fastenal Company	MN019976939	101 016 542 30 41 02	ST-Professional Service	FAST Program Fees 10-2025	64482	\$5.47
Fastenal Company	MN019976939	410 016 531 10 41 01	SW - Professional Services	FAST Program Fees 10-2025	64482	\$5.46
Fastenal Company	WAARN179941	101 016 544 90 31 02	ST-Operating Cost	Safety Glasses/Gloves/Wrecker Blades	64482	\$103.74
Fastenal Company	WAARN179941	410 016 531 10 31 02	SW - Operating Costs	Safety Glasses/Gloves/Wrecker Blades	64482	\$103.74
Fastenal Company	WAARN180019	101 016 544 90 31 02	ST-Operating Cost	Gloves	64482	\$26.74
Fastenal Company	WAARN180019	410 016 531 10 31 02	SW - Operating Costs	Gloves	64482	\$26.73
Fastenal Company	WAARN180070	101 016 544 90 31 02	ST-Operating Cost	Safety Glasses/QwikStiks/Gloves	64482	\$93.49
Fastenal Company	WAARN180070	410 016 531 10 31 02	SW - Operating Costs	Safety Glasses/QwikStiks/Gloves	64482	\$93.48
Fastenal Company	WAARN180151	101 016 544 90 31 02	ST-Operating Cost	Wasp Killer/Gloves/WypAll	64482	\$273.71
Fastenal Company	WAARN180151	410 016 531 10 31 02	SW - Operating Costs	Wasp Killer/Gloves/WypAll	64482	\$273.70
					64482 Total	\$1,006.26
Fauth	090925 FAUTH	001 007 559 30 49 01	PB-Staff Development	WACE Conf Meal PerDiem - Fauth	64483	\$31.00
					64483 Total	\$31.00
Feldman & Lee PS	09-2025 FELDMAN	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 09-2025	64484	\$15,000.00
Feldman & Lee PS	2025 LKS-SSP-09	633 000 589 30 00 12	OPD Grant Exp - Arlington	Arlington Social Services OPD Program 09-2025	64484	\$900.00
Feldman & Lee PS	2025 LKS-SSP-09	001 011 515 91 41 01	Social Worker Program (Grant)	LS Social Service OPD Program 09-2025	64484	\$600.00
Feldman & Lee PS	2025 LKS-SSP-09	001 011 515 91 41 01	Social Worker Program (Grant)	LS Social Service Program 09-2025	64484	\$460.00
					64484 Total	\$16,960.00
Fenrich	092125 FENRICH	001 007 558 50 49 01	PL-Staff Development	WASPT Conf Meal PerDiem - Fenrich	64485	\$71.00
Fenrich	092125 FENRICH	001 007 558 50 49 01	PL-Staff Development	WASPT Conf Mileage PerDiem - Fenrich	64485	\$197.40
					64485 Total	\$268.40
Fireshield Inc	12927	005 000 518 20 40 02	Rental Property Services	Alarm Monitoring 1819 S Lake Oct-Dec 2025	64486	\$114.77
					64486 Total	\$114.77
First Responder Outfitters Inc	22328-3	001 008 521 20 31 06	LE - Uniform Clothing	Jumpsuit - VanHook	64487	\$623.56
First Responder Outfitters Inc	22334-3	001 008 521 20 31 06	LE - Uniform Clothing	Jumpsuit - Sutton	64487	\$557.98
					64487 Total	\$1,181.54
Fox	101725 FOX	001 008 521 40 49 01	LE- Staff Development	ARMA InfoCon Conf Meal PerDiem - Fox	64488	\$430.00
					64488 Total	\$430.00
Frederick	092825 FREDERICK	001 005 518 10 49 01	HR-Staff Development	NeoGov Ignite Conf Hotel Reimb - Frederick	64489	\$445.59
Frederick	092825 FREDERICK	001 005 518 10 49 01	HR-Staff Development	NeoGov Ignite Conf Meal PerDiem - Frederick	64489	\$117.00
					64489 Total	\$562.59
Furrow	95814820	001 013 582 10 00 00	Refund of Deposit	95814820 Furrow Mill Deposit Refund	64490	\$500.00
					64490 Total	\$500.00
Gamma Scientific Inc	28353	101 016 544 90 31 02	ST-Operating Cost	Portable Retroflectometer System	64491	\$9,276.00
					64491 Total	\$9,276.00
Gardner	1007	520 008 594 21 63 00	Vehicles - Capital Equip	Install Equipment K9-25-11	64492	\$3,163.52
					64492 Total	\$3,163.52
GCP WW Holdco LLC	INV2010019795	101 016 542 90 31 01	ST-Clothing	Boots - McNabb	64493	\$325.00
					64493 Total	\$325.00
Grainger	9635018691	001 010 576 80 31 00	PK-Operating Supplies	Bathroom Cleaner	64494	\$101.37
Grainger	9655988450	001 010 576 80 31 00	PK-Operating Supplies	Disinfectant Cleaner for Bathrooms	64494	\$154.92
					64494 Total	\$256.29
Granite Construction Supply	108232	101 016 544 90 31 02	ST-Operating Cost	Waterproof Flashlight	64495	\$64.84
Granite Construction Supply	108232	410 016 531 10 31 02	SW - Operating Costs	Waterproof Flashlight	64495	\$64.84
Granite Construction Supply	108505	410 016 531 10 31 02	SW - Operating Costs	Signs - Loose Gravel Motorcycles Use Caution	64495	\$197.82
Granite Construction Supply	108532	101 016 544 90 31 02	ST-Operating Cost	Sign - Adopt-A-Street Martinez/Clark	64495	\$24.18
Granite Construction Supply	108532	001 010 576 80 31 00	PK-Operating Supplies	Sign - Adopt-A-Street Troop 36	64495	\$24.18

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Granite Construction Supply	3046430	101 016 544 90 31 02	ST-Operating Cost	Asphalt	64495	\$209.65
Granite Construction Supply	3046430	410 016 531 10 31 02	SW - Operating Costs	Asphalt	64495	\$209.64
					64495 Total	\$795.15
Guardian Alliance Technologies Inc	28408	001 008 521 20 41 00	LE-Professional Services	Guardian Platform Software Monthly	64496	\$125.00
					64496 Total	\$125.00
Hathaway	38646	001 010 576 80 31 00	PK-Operating Supplies	Nameplates - M Matthews	64497	\$14.23
Hathaway	762173	101 016 544 90 31 02	ST-Operating Cost	Nameplates - C Schwindt	64497	\$14.23
Hathaway	762173	410 016 531 10 31 02	SW - Operating Costs	Nameplates - C Schwindt	64497	\$14.23
					64497 Total	\$42.69
Hogan	102125 HOGAN	001 008 521 40 49 01	LE- Staff Development	Enhanced Tactical Medicine Meal PerDiem - Sutton	64498	\$52.00
					64498 Total	\$52.00
Honey Bucket	555104039	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - West Lake Park	64499	\$290.95
Honey Bucket	555106796	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - DOC Trailer	64499	\$55.18
Honey Bucket	555106796	101 016 542 30 45 00	ST-Rentals-Leases	Honey Bucket Rental - DOC Trailer	64499	\$55.19
Honey Bucket	555106796	410 016 531 10 45 01	SW - Rentals-Leases	Honey Bucket Rental - DOC Trailer	64499	\$55.18
Honey Bucket	555114869	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Catherine Creek Park	64499	\$167.75
Honey Bucket	555114870	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Oak Hill	64499	\$290.95
Honey Bucket	555123427	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Eagle Ridge	64499	\$156.20
Honey Bucket	555134768	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Swim Beach	64499	\$182.05
Honey Bucket	555140243	001 010 576 80 45 00	PK-Equipment Rental	Honey Bucket Rental - Sunset Beach	64499	\$290.95
					64499 Total	\$1,544.40
HSA Bank	9252025	001 000 284 00 00 00	Payroll Liability Other	Health Savings Account Employee Contributions	64443	\$300.00
					64443 Total	\$300.00
ICONIX Waterworks US Inc	U2516039487	410 016 531 10 31 02	SW - Operating Costs	Watertight Solid Pipe	64500	\$1,017.80
					64500 Total	\$1,017.80
IEH Analytical Laboratories	178099	410 016 531 10 41 01	SW - Professional Services	Lab Sample Analysis	64501	\$340.00
					64501 Total	\$340.00
Industrial Bolt and Supply Inc	886858-1	101 016 544 90 31 02	ST-Operating Cost	Plugs/Snapper Pins/Auto Fusees/Tie Wraps	64502	\$59.87
Industrial Bolt and Supply Inc	886858-1	410 016 531 10 31 02	SW - Operating Costs	Plugs/Snapper Pins/Auto Fusees/Tie Wraps	64502	\$59.86
					64502 Total	\$119.73
Iron Mountain Quarry LLC	23072	101 016 544 90 31 02	ST-Operating Cost	Rock	64503	\$113.19
Iron Mountain Quarry LLC	23072	410 016 531 10 31 02	SW - Operating Costs	Rock	64503	\$113.20
					64503 Total	\$226.39
Jamie S Kim PS Inc	100325 DEFENSE	001 011 515 91 41 00	LG-General Public Defender	Public Defender Services 10-2024	64504	\$450.00
Jamie S Kim PS Inc	100325 DEFENSE	001 011 515 91 41 00	LG-General Public Defender	Reimb for General Insurance	64504	\$347.00
Jamie S Kim PS Inc	100325 DEFENSE	001 011 515 91 41 00	LG-General Public Defender	Reimb for Malpractice	64504	\$118.00
					64504 Total	\$915.00
KBA Inc	3009860	304 016 595 30 60 05	R2 - Main Street	LS Main Street Improvements	64505	\$65,423.97
					64505 Total	\$65,423.97
Kitsap Tractor & Equipment	P1892402	001 010 576 80 31 05	PK-R&M Supplies	Plate - Hydraulic Line Repair	64506	\$29.07
					64506 Total	\$29.07
Kustom Signals Inc	622170	001 008 521 20 31 06	LE - Uniform Clothing	Radar/Lidar Replacement/Heat Shield	64507	\$3,231.97
					64507 Total	\$3,231.97
Lake Industries LLC	308894	410 016 531 10 41 03	SW - Disposal Fees	Dump Site Fill Material Clean - Hauled In	64508	\$192.00
Lake Industries LLC	309257	410 016 531 10 41 03	SW - Disposal Fees	Dump Site Fill Material Clean - Hauled In	64508	\$384.00
					64508 Total	\$576.00
Lake Stevens Chamber of Commerce	10-2025 CHAMBER	001 013 518 90 49 01	GG-Chamber of Commerce	Contributions for VIC 10-2025	64509	\$1,500.00
					64509 Total	\$1,500.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Lake Stevens Police Guild	9252025	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Union Dues	64444	\$1,500.50
					64444 Total	\$1,500.50
Land Development Consultants Inc	39618	004 010 594 76 60 02	PR - Frontier Heights Park P2	Frontier Heights Park Playfields	64510	\$1,163.00
					64510 Total	\$1,163.00
Language Line Services Inc	11721718	001 008 521 20 41 01	LE-Professional Serv-Fixed	Over the Phone Interpretation Services PD	64511	\$128.26
					64511 Total	\$128.26
Lazo	092425 LAZO	001 010 576 80 31 01	PK-Ops-Clothing	STF Boot Reimbursement - Lazo	64512	\$127.19
					64512 Total	\$127.19
Lemay Mobile Shredding Inc	4904011S185	001 013 518 20 41 00	GG-Professional Service	Shredding Services CH	64513	\$24.95
Lemay Mobile Shredding Inc	4905083S185	001 008 521 20 41 01	LE-Professional Serv-Fixed	Shredding Services PD	64513	\$49.90
Lemay Mobile Shredding Inc	4905270S185	001 010 576 80 41 00	PK-Professional Services	Shredding Services PW Shop	64513	\$16.63
Lemay Mobile Shredding Inc	4905270S185	101 016 542 30 41 02	ST-Professional Service	Shredding Services PW Shop	64513	\$16.64
Lemay Mobile Shredding Inc	4905270S185	410 016 531 10 41 01	SW - Professional Services	Shredding Services PW Shop	64513	\$16.63
					64513 Total	\$124.75
McDaniels Do It Center	1811	410 016 531 10 32 00	SW - Fuel	Case 50:1 VP	64514	\$218.51
					64514 Total	\$218.51
McLoughlin & Eardley Group Inc	285329	520 008 594 21 63 00	Vehicles - Capital Equip	PD Vehicle Equipment	64515	\$6,655.69
McLoughlin & Eardley Group Inc	285344	520 008 594 21 63 00	Vehicles - Capital Equip	PD Vehicle Equipment	64515	\$9,639.91
McLoughlin & Eardley Group Inc	285375	520 008 594 21 63 00	Vehicles - Capital Equip	PD Vehicle Equipment	64515	\$16,775.34
McLoughlin & Eardley Group Inc	285397	001 008 521 20 48 00	LE-Repair & Maintenance Equip	PD Vehicle Fender Wraps	64515	\$625.20
McLoughlin & Eardley Group Inc	285572	001 008 521 20 31 06	LE - Uniform Clothing	Flatlighter 5MM Led Red/Blue	64515	\$290.70
					64515 Total	\$33,986.84
Millerstoultime	91625101029	101 016 544 90 31 02	ST-Operating Cost	Push Pin Pliers/Pull Pliers	64516	\$52.60
Millerstoultime	91625101029	410 016 531 10 31 02	SW - Operating Costs	Push Pin Pliers/Pull Pliers	64516	\$52.60
Millerstoultime	93025101541	101 016 544 90 31 02	ST-Operating Cost	HD Tech Contact Cleaner Kit	64516	\$109.58
Millerstoultime	93025101541	410 016 531 10 31 02	SW - Operating Costs	HD Tech Contact Cleaner Kit	64516	\$109.57
					64516 Total	\$324.35
MissionSquare - 108991	6732446	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	64445	\$519.26
					64445 Total	\$519.26
MissionSquare - 307428	6240115	001 000 282 00 00 00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	64446	\$1,741.86
					64446 Total	\$1,741.86
Monroe Correctional Complex	MCC2508.0126	001 010 576 80 48 00	PK-Repair & Maintenance	DOC Work Crew 08-2025	64517	\$167.61
Monroe Correctional Complex	MCC2508.0126	101 016 542 30 48 00	ST-Repair & Maintenance	DOC Work Crew 08-2025	64517	\$91.24
					64517 Total	\$258.85
Nationwide Retirement Solution	9252025	001 000 282 00 00 00	Payroll Liability Retirement	Employee Portion-Nationwide	EFT	\$8,042.39
					EFT Total	\$8,042.39
Office of the State Treasurer	09-2025 STATE	633 000 589 30 00 03	State Building Permit Remit	Bulding Code Remittance 09-2025	64518	\$166.50
Office of the State Treasurer	09-2025 STATE	633 000 586 00 00 01	State Court Remit	State Court Remittance 09-2025	64518	\$14,566.52
					64518 Total	\$14,733.02
Ogden Murphy Wallace PLLC	915834	001 011 515 41 41 00	Ext Consultation - City Atty	Legal Services 08-2025	64519	\$25,687.02
Ogden Murphy Wallace PLLC	915834	001 011 515 41 41 01	Ext Consult - PRA	Legal Services 08-2025 PRR	64519	\$3,015.90
Ogden Murphy Wallace PLLC	915834	001 011 515 45 41 02	Ext Litigation - Sewer	Legal Services 08-2025 Sewer	64519	\$5,037.00
					64519 Total	\$33,739.92
Olbrechts	08-2025 HEARING	001 007 558 60 41 02	PL-Prof Serv-Hearing E	Hearing Examiner Services COD2025-0082	64520	\$3,976.88
					64520 Total	\$3,976.88
Otak Inc	92500060	302 010 594 76 61 09	PM - Davis Beach	Davies Beach Structural Assessment	64521	\$16,656.20
					64521 Total	\$16,656.20

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Owen Equipment Company	120659	410 016 531 10 49 01	SW - Staff Development	Vactor Training - S Bishop	64522	\$329.50
Owen Equipment Company	120668	410 016 531 10 49 01	SW - Staff Development	Elgin Training - Stone/Womack	64522	\$659.00
					64522 Total	\$988.50
Performance Marine Inc	48566	001 008 521 21 48 00	LE-Boating Repair & Maint	Service PD Boat Yamaha	64523	\$1,204.42
					64523 Total	\$1,204.42
Perteet Inc	20240245.0000-7	004 010 594 76 60 03	PR - LS Bayview Connector	LS Bayview Trail	64524	\$11,853.75
					64524 Total	\$11,853.75
Piland	102125 PILAND	101 016 542 30 49 01	ST-Staff Development	NWPWI Supervisor Training Meal PerDiem - Piland	64525	\$72.00
Piland	102125 PILAND	410 016 531 10 49 01	SW - Staff Development	NWPWI Supervisor Training Meal PerDiem - Piland	64525	\$72.00
Piland	102125 PILAND	101 016 542 30 49 01	ST-Staff Development	NWPWI Supervisor Training Mileage PerDiem - Piland	64525	\$63.35
Piland	102125 PILAND	410 016 531 10 49 01	SW - Staff Development	NWPWI Supervisor Training Mileage PerDiem - Piland	64525	\$63.35
					64525 Total	\$270.70
Pilchuck Veterinary Hospital	910559	001 008 521 20 41 01	LE-Professional Serv-Fixed	Emergency Vet Services	64526	\$939.47
					64526 Total	\$939.47
Pitney Bowes Bank Inc	09-2025 POSTAGE	001 007 558 50 42 00	PL-Communication	Postage	64527	\$21.24
Pitney Bowes Bank Inc	09-2025 POSTAGE	001 013 518 20 42 00	GG-Communication	Postage	64527	\$171.46
Pitney Bowes Bank Inc	09-2025 POSTAGE	101 016 543 30 42 00	ST-Communications	Postage	64527	\$3.65
Pitney Bowes Bank Inc	09-2025 POSTAGE	410 016 531 10 42 00	SW - Communications	Postage	64527	\$3.65
					64527 Total	\$200.00
Proforce Marketing Inc	583855	001 008 521 20 31 05	LE-Equipment - New Officers	Firearms & Supplies PO #2000	64528	\$15.30
Proforce Marketing Inc	584083	001 008 521 20 31 05	LE-Equipment - New Officers	Firearms & Supplies PO #2000	64528	\$2,625.39
Proforce Marketing Inc	584782	001 008 521 20 31 05	LE-Equipment - New Officers	Firearms & Supplies PO #2006	64528	\$659.50
					64528 Total	\$3,300.19
Puget Sound Clean Air Agency	25-051 Q4 2025	001 013 553 70 41 00	GG - Air Pollution	Q4 2025 Clean Air Assessment	64529	\$8,546.75
					64529 Total	\$8,546.75
Puget Sound Regional Council	170	001 013 518 90 49 00	GG-PSRC	2026 PSRC Membership Dues	64530	\$15,212.00
					64530 Total	\$15,212.00
Pye-Barker Fire & Safety LLC	7036628	001 010 576 80 41 00	PK-Professional Services	Access Monitoring Lundeen Park	64531	\$19.51
Pye-Barker Fire & Safety LLC	7036628	001 013 518 20 41 00	GG-Professional Service	Fire & Security Monitoring CH	64531	\$700.60
Pye-Barker Fire & Safety LLC	7036628	001 012 575 50 47 00	CS- The Mill- Utilities	Fire & Security Monitoring The Mill	64531	\$734.78
Pye-Barker Fire & Safety LLC	7036628	001 010 576 80 41 00	PK-Professional Services	Fire Monitoring/Confidence Testing PW Shop	64531	\$343.61
Pye-Barker Fire & Safety LLC	7036628	101 016 542 30 41 02	ST-Professional Service	Fire Monitoring/Confidence Testing PW Shop	64531	\$343.61
Pye-Barker Fire & Safety LLC	7036628	410 016 531 10 41 01	SW - Professional Services	Fire Monitoring/Confidence Testing PW Shop	64531	\$343.61
Pye-Barker Fire & Safety LLC	7036628	001 010 576 80 41 00	PK-Professional Services	Intrusion Monitoring Eagle Ridge	64531	\$142.09
Pye-Barker Fire & Safety LLC	7036629	001 008 521 20 41 01	LE-Professional Serv-Fixed	Security Monitoring Svcs 1825 S Lake 10-2025	64531	\$1,372.88
Pye-Barker Fire & Safety LLC	7036630	001 008 521 20 41 01	LE-Professional Serv-Fixed	Security Monitoring Svcs 10518 18th St 10-2025	64531	\$111.12
					64531 Total	\$4,111.81
Quadient Finance USA Inc	09-2025 POSTAGE	001 008 521 20 42 00	LE-Communication	PD Postage	64532	\$568.63
					64532 Total	\$568.63
Reece Construction Company	091525RETAINAGE	101 016 582 20 00 00	PW Retainage Release	2024 Overlay Project Retainage Release	64533	\$20,713.18
Reece Construction Company	091525RETAINAGE	120 016 582 20 00 00	Retainage Release	2024 Overlay Project Retainage Release	64533	\$26,121.17
Reece Construction Company	091525RETAINAGE	309 016 582 20 00 00	Retainage Release	2024 Overlay Project Retainage Release	64533	\$2,622.57
					64533 Total	\$49,456.92
REM Industries LLC	44058981	001 008 521 20 31 00	LE-Office Supplies	Printer Advanced Cleaning Kit - ID Maker Apollo / Eclipse	64534	\$99.99
REM Industries LLC	44058981	001 008 521 20 31 00	LE-Office Supplies	Printer Kit - ID Maker APollo 2-Sided	64534	\$3,085.70
REM Industries LLC	44058981	001 008 521 20 31 00	LE-Office Supplies	Printer Ribbon - ID Maker Apollo / Eclipse - YMCKT - 500 Print	64534	\$189.99
REM Industries LLC	44058981	001 008 521 20 31 00	LE-Office Supplies	Trade In Apollo Duplex Program	64534	(\$125.00)
					64534 Total	\$3,250.68

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
RP Electronics Inc	R39889	005 000 518 20 40 02	Rental Property Services	Service Call for Chaning to Cell Monitoring	64535	\$587.49
					64535 Total	\$587.49
Sariahs Stitches	6	001 008 521 20 31 06	LE - Uniform Clothing	Uniform Patches	64536	\$15.50
					64536 Total	\$15.50
SHI International Corp	B20228497	001 006 518 80 31 00	IT- Operating Supplies	Macbook Pro	64537	\$2,779.50
SHI International Corp	B20231269	001 006 518 80 41 00	IT-Professional Services	MR Enterprise License	64537	\$1,493.65
					64537 Total	\$4,273.15
Six Robblees Inc	14P52924	001 010 576 80 31 00	PK-Operating Supplies	SQ Weld-On Drop Leg Jack	64538	\$32.95
Six Robblees Inc	14P52924	101 016 544 90 31 02	ST-Operating Cost	SQ Weld-On Drop Leg Jack	64538	\$32.95
Six Robblees Inc	14P52924	410 016 531 10 31 02	SW - Operating Costs	SQ Weld-On Drop Leg Jack	64538	\$32.95
Six Robblees Inc	14P53087	001 010 576 80 31 00	PK-Operating Supplies	6-Way Plug with Spring Gu/Socket-Endlosed Ter	64538	\$19.07
Six Robblees Inc	14P53087	101 016 544 90 31 02	ST-Operating Cost	6-Way Plug with Spring Gu/Socket-Endlosed Ter	64538	\$19.07
Six Robblees Inc	14P53087	410 016 531 10 31 02	SW - Operating Costs	6-Way Plug with Spring Gu/Socket-Endlosed Ter	64538	\$19.07
					64538 Total	\$156.06
Skyline Vinyl and Sign	INV-000306	001 008 521 20 48 00	LE-Repair & Maintenance Equip	Commercial Wrap for New PD Vehicle	64539	\$1,912.75
					64539 Total	\$1,912.75
Smارش Inc	INV-300787	510 006 518 80 49 05	LR - Smارش	SMS Text Archiving	64540	\$1,229.10
					64540 Total	\$1,229.10
Smith	101425 SMITH D	001 008 521 40 49 01	LE- Staff Development	Behind the Badge Training Meal PerDiem - D Smith	64541	\$81.00
					64541 Total	\$81.00
Snohomish County 911	8681	001 008 528 00 41 00	LE-SNO911	Dispatch Services	64542	\$34,539.92
					64542 Total	\$34,539.92
Snohomish County Dept of Emergency Mgmt	I000672165	001 013 525 10 41 00	GG-Emergency	Q4 2025 Emergency Mgmt Services	64543	\$14,954.50
					64543 Total	\$14,954.50
Snohomish County Public Works	I000690677	101 016 542 63 47 00	ST-Lighting - Utilities	Traffic Signal Maint 08-2025	64544	\$1,724.06
					64544 Total	\$1,724.06
Snohomish County PUD	100860481	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Electric	64545	\$167.65
Snohomish County PUD	100860481	001 010 576 80 47 00	PK-Utilities	203582010 Lundeen Restrooms Water	64545	\$1,095.14
Snohomish County PUD	100860481	101 016 542 63 47 00	ST-Lighting - Utilities	203582010 Street Lights	64545	\$73.02
Snohomish County PUD	100860481	001 012 557 30 40 01	CS- VIC Utilities	203582010 Visitor Information Center Electric	64545	\$65.13
Snohomish County PUD	106498824	001 010 576 80 47 00	PK-Utilities	200493443 Catherine Creek Park Electric	64545	\$56.52
Snohomish County PUD	113083776	001 012 575 30 47 00	CS- Museum - Utilities	200558690 Museum Electric/Water	64545	\$146.13
Snohomish County PUD	116375864	001 010 576 80 47 00	PK-Utilities	222205049 Oak Park Electric	64545	\$66.08
Snohomish County PUD	126290078	001 010 576 80 47 00	PK-Utilities	221908015 City Shop Mechanic	64545	\$86.36
Snohomish County PUD	126290078	101 016 543 50 47 00	ST-Utilities	221908015 City Shop Mechanic	64545	\$86.33
Snohomish County PUD	126290078	410 016 531 10 47 00	SW - Utilities	221908015 City Shop Mechanic	64545	\$86.33
Snohomish County PUD	126294107	001 010 576 80 47 00	PK-Utilities	201487055 2424 Soper Hill Mobile Water/Electric	64545	\$114.50
Snohomish County PUD	129567283	005 000 518 20 40 01	Rental Property Utilities	222450314 Commercial Bldg 1819 S Lake Stevens	64545	\$525.73
Snohomish County PUD	132882420	101 016 542 63 47 00	ST-Lighting - Utilities	200178218 Traffic Signal/Street Lights	64545	\$154.27
Snohomish County PUD	132886808	101 016 542 63 47 00	ST-Lighting - Utilities	202988481 Street Lights	64545	\$168.63
Snohomish County PUD	136194992	101 016 542 63 47 00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	64545	\$86.38
Snohomish County PUD	139398249	001 010 576 80 47 00	PK-Utilities	222509887 Davies Beach Row Club Electric/Water	64545	\$657.56
Snohomish County PUD	142748952	001 010 576 80 47 00	PK-Utilities	223759374 Cedarwood Water	64545	\$68.23
Snohomish County PUD	142749996	001 010 576 80 47 00	PK-Utilities	223973587 Sunset Park Electric	64545	\$58.75
Snohomish County PUD	146110221	001 012 572 20 47 00	CS- Library-Utilities	203033030 Library Grade Rd Electric/Water	64545	\$581.49

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Snohomish County PUD	149401211	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Admin Electric	64545	\$186.42
Snohomish County PUD	149401211	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Electric	64545	\$336.82
Snohomish County PUD	149401211	001 013 518 20 47 00	GG-Utilities	200206019 City Hall Water	64545	\$4,029.69
Snohomish County PUD	149401211	001 010 576 80 47 00	PK-Utilities	200206019 North Cove Park Electric	64545	\$62.85
Snohomish County PUD	149401211	001 010 576 80 47 00	PK-Utilities	200206019 Parks Electric	64545	\$82.76
Snohomish County PUD	149401211	001 010 576 80 47 00	PK-Utilities	200206019 Parks Water	64545	\$78.81
Snohomish County PUD	149401211	101 016 542 63 47 00	ST-Lighting - Utilities	200206019 Street Lights	64545	\$62.69
Snohomish County PUD	149401211	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Electric	64545	\$677.30
Snohomish County PUD	149401211	001 012 575 50 47 00	CS- The Mill- Utilities	200206019 The Mill Water	64545	\$68.23
Snohomish County PUD	152728570	001 010 576 80 47 00	PK-Utilities	222942633 North Cove BBQ Shelter Electric	64545	\$342.59
Snohomish County PUD	152729252	101 016 542 63 47 00	ST-Lighting - Utilities	202648705 Street Lights	64545	\$88.70
Snohomish County PUD	159194738	001 010 576 80 47 00	PK-Utilities	222191314 20th St Ballfield Water	64545	\$71.27
Snohomish County PUD	162348221	001 013 518 20 47 00	GG-Utilities	223034448 Old WWTP Area Lighting	64545	\$32.64
Snohomish County PUD	165537595	001 010 576 80 47 00	PK-Utilities	222509911 Davies Beach Electric/Water	64545	\$127.67
Snohomish County PUD	165544118	001 010 576 80 47 00	PK-Utilities	203599006 City Shop Electric/Water	64545	\$313.34
Snohomish County PUD	165544118	101 016 543 50 47 00	ST-Utilities	203599006 City Shop Electric/Water	64545	\$313.35
Snohomish County PUD	165544118	410 016 531 10 47 00	SW - Utilities	203599006 City Shop Electric/Water	64545	\$313.35
Snohomish County PUD	165544119	101 016 542 63 47 00	ST-Lighting - Utilities	203728159 Traffic Signal	64545	\$95.69
Snohomish County PUD	168656103	001 010 576 80 47 00	PK-Utilities	222658130 The Timbers Park Water	64545	\$1,523.78
					64545 Total	\$13,152.18
Snohomish County Sheriffs Office	I2025-8825	001 008 523 60 41 00	LE-Jail	Jail Service 08-2025	64546	\$45,870.50
Snohomish County Sheriffs Office	I2025-8842	001 008 523 60 41 00	LE-Jail	Jail Service Medical 08-2025	64546	\$14.32
					64546 Total	\$45,884.82
Snohomish County Treasurer	09-2025 TREASURER	633 000 586 00 00 02	Crime Victims Comp - SnoCo	Crime Victims Compensation 09-2025	64547	\$232.52
					64547 Total	\$232.52
Snohomish Regional Fire and Rescue	25-1029-218	001 008 521 50 48 00	LE-Facility Repair & Maint	Annual Fire Safety Inspection 10518 18th St SE	64548	\$91.00
					64548 Total	\$91.00
Sound Publishing Inc	EDH1019548	001 013 518 30 41 01	GG-Advertising	CC Meeting Cancellation 09/16	64549	\$20.76
Sound Publishing Inc	EDH1019554	001 013 518 30 41 01	GG-Advertising	Ordinance 1202	64549	\$36.24
Sound Publishing Inc	EDH1019555	001 013 518 30 41 01	GG-Advertising	Ordinance 1203	64549	\$31.08
Sound Publishing Inc	EDH1019687	001 013 518 30 41 01	GG-Advertising	CC Special Meeting 09/13/25	64549	\$53.44
					64549 Total	\$141.52
Sprague Pest Solutions	5942178	001 013 518 20 41 00	GG-Professional Service	Pest Control - CH	64550	\$152.09
Sprague Pest Solutions	5942219	001 013 518 20 41 00	GG-Professional Service	Pest Control - VIC	64550	\$210.40
Sprague Pest Solutions	5942220	001 013 518 20 41 00	GG-Professional Service	Pest Control - Senior Center	64550	\$105.20
Sprague Pest Solutions	5942221	001 013 518 20 41 00	GG-Professional Service	Pest Control - Senior Center	64550	\$210.40
					64550 Total	\$678.09
Steele Industries	17551	001 008 521 20 31 01	LE-Fixed Minor Equipment	Head/Helmet Mount Adapter (J-Arm)	64551	\$92.88
Steele Industries	17551	001 008 521 20 31 01	LE-Fixed Minor Equipment	Norotos RHNO II Mount	64551	\$370.53
Steele Industries	17551	001 008 521 20 31 01	LE-Fixed Minor Equipment	Team Wendy EXFIL Ballistic Helmet - Ranger Green	64551	\$1,584.83
					64551 Total	\$2,048.24
StreetScan Inc	INV-00000574	101 016 542 30 41 00	ST-Pavement Preservation	Data Mgmt - Support - Asset Mgmt	64552	\$1,000.00
StreetScan Inc	INV-00000574	101 016 542 30 41 00	ST-Pavement Preservation	Software License - Asset Mgmt	64552	\$7,500.00
					64552 Total	\$8,500.00
Suver	102125 SUVER	001 010 576 80 49 01	PK-Staff Development	NWPWI Leadership Meal PerDiem - Suver	64553	\$108.00
Suver	102125 SUVER	001 010 576 80 49 01	PK-Staff Development	NWPWI Leadership Mileage PerDiem - Suver	64553	\$70.00
					64553 Total	\$178.00
T Mobile USA Inc	L2509295073	001 008 521 20 41 01	LE-Professional Serv-Fixed	Cell Tower Dump	64554	\$50.00
					64554 Total	\$50.00

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Transpo Group USA Inc	35818	101 016 544 20 41 00	ST-Prof Srv - Engineering	On-Call Engineering Services - EDDS Update	64555	\$5,830.00
Transpo Group USA Inc	35819	101 016 544 20 41 00	ST-Prof Srv - Engineering	On-Call Engineering Services - Mill Spur Traffic Calming	64555	\$4,132.50
Transpo Group USA Inc	35924	001 007 558 50 41 00	PL-Professional Serv	LS Streets and Parking Code	64555	\$7,040.00
					64555 Total	\$17,002.50
TransUnion Risk and Alternative Data Solutions Inc	4016011-202509-1	001 008 521 20 41 01	LE-Professional Serv-Fixed	TILO - Information Gathering Services	64556	\$81.98
					64556 Total	\$81.98
Trevor Justin Government Relations LLC	35	001 013 511 70 40 00	Lobbying Services	Lobbying Services 09-2025	64557	\$5,135.80
					64557 Total	\$5,135.80
Ubert	101725 UBERT	001 008 521 40 49 01	LE- Staff Development	ARMA InfoCon Conf Meal PerDiem - Ubert	64558	\$430.00
					64558 Total	\$430.00
Ulkus	102784	001 007 558 70 31 00	PL - Citywide Beautification	Arm Assembly 4" sq 20" arm	64559	\$1,475.68
Ulkus	102784	001 007 558 70 31 00	PL - Citywide Beautification	Arm Assembly 4" sq 26" arm	64559	\$4,637.86
					64559 Total	\$6,113.54
United Rentals North America Inc	252811511-001	001 010 576 80 45 00	PK-Equipment Rental	Chain Hoist Electric/Gantry Crane Rentals - Memorial Emblem	64560	\$406.60
					64560 Total	\$406.60
UPS	0000074Y42385	001 008 521 20 42 00	LE-Communication	Evidence Shipping	64561	\$10.91
UPS	0000074Y42395	001 008 521 20 42 00	LE-Communication	Evidence Shipping	64561	\$66.41
					64561 Total	\$77.32
Verizon Wireless	6124250566	001 008 521 20 42 00	LE-Communication	Wireless Phone Service	64562	\$519.38
					64562 Total	\$519.38
Volunteers of America	190-AUG2025-4195	001 012 565 10 49 00	CS- Human Services	Housing Assistance 08-2025	64563	\$4,535.56
					64563 Total	\$4,535.56
Waltz	091725 WALTZ	410 016 531 10 49 01	SW - Staff Development	CESCL Recert Reimbursement - Waltz	64564	\$150.00
					64564 Total	\$150.00
Warrington	102425 ANYA	001 005 518 10 49 01	HR-Staff Development	ICMA Conf Meal PerDiem - Warrington	64565	\$434.00
					64565 Total	\$434.00
Washington Alarm Inc	664956	005 000 518 20 40 02	Rental Property Services	Fire Alarm Monitoring 10515 20th St SE 10-2025	64566	\$49.19
Washington Alarm Inc	664957	005 000 518 20 40 02	Rental Property Services	Elevator Monitoring 10515 20th St SE 10-2025	64566	\$27.33
Washington Alarm Inc	664958	005 000 518 20 40 02	Rental Property Services	Fire Alarm Monitoring 10519 20th St SE 10-2025	64566	\$49.19
					64566 Total	\$125.71
Washington State Dept of Ecology	26-WAR313738-1	304 010 594 76 61 01	R2 - LS Bayview Connector	FY 2026 Construction Stormwater	64567	\$820.00
					64567 Total	\$820.00
Washington State Patrol	I2601476	633 000 589 30 00 10	Gun Permit - WSP Remittance	Weapons Permit Background Checks	64568	\$264.00
					64568 Total	\$264.00
Washington State Support Registry	9252025	001 000 284 00 00 00	Payroll Liability Other	Employee Paid Child Support	EFT	\$1,054.46
					EFT Total	\$1,054.46
Wave	103946401-0011780	510 006 518 80 49 04	LR - WaveBroadband Fiber Lease	Fiber Leases	64569	\$1,268.82
Wave	103946401-0011780	001 002 513 11 42 00	AD-Communications	Wave Internet/Telecom Services	64569	\$55.50
Wave	103946401-0011780	001 003 514 20 42 00	CC-Communications	Wave Internet/Telecom Services	64569	\$111.00
Wave	103946401-0011780	001 004 514 23 42 00	FI-Communications	Wave Internet/Telecom Services	64569	\$111.00
Wave	103946401-0011780	001 005 518 10 42 00	HR-Communications	Wave Internet/Telecom Services	64569	\$55.49
Wave	103946401-0011780	001 006 518 80 42 00	IT-Communications	Wave Internet/Telecom Services	64569	\$166.49
Wave	103946401-0011780	001 007 558 50 42 00	PL-Communication	Wave Internet/Telecom Services	64569	\$360.93
Wave	103946401-0011780	001 007 559 30 42 00	PB-Communication	Wave Internet/Telecom Services	64569	\$55.50
Wave	103946401-0011780	001 008 521 20 42 00	LE-Communication	Wave Internet/Telecom Services	64569	\$1,887.69
Wave	103946401-0011780	001 012 575 30 42 00	CS- Museum - Communications	Wave Internet/Telecom Services	64569	\$55.50
Wave	103946401-0011780	001 012 575 50 42 00	CS- The Mill- Communication	Wave Internet/Telecom Services	64569	\$55.50
Wave	103946401-0011780	001 013 518 20 42 00	GG-Communication	Wave Internet/Telecom Services	64569	\$221.99

Vendor Name	Invoice #	Account #	Account Name	Description	Check #	Amount
Wave	103946401-0011780	101 016 543 30 42 00	ST-Communications	Wave Internet/Telecom Services	64569	\$319.39
Wave	103946401-0011780	410 016 531 10 42 00	SW - Communications	Wave Internet/Telecom Services	64569	\$319.40
					64569 Total	\$5,044.20
West Coast Pet Memorial Services	WA70314-I-0081	001 010 576 80 41 00	PK-Professional Services	Animal Cremation Services 08-2025	64570	\$42.66
West Coast Pet Memorial Services	WA70314-I-0081	101 016 542 30 41 02	ST-Professional Service	Animal Cremation Services 08-2025	64570	\$42.67
West Coast Pet Memorial Services	WA70314-I-0081	410 016 531 10 41 01	SW - Professional Services	Animal Cremation Services 08-2025	64570	\$42.67
					64570 Total	\$128.00
WEX Bank	107573539	001 001 513 10 31 00	Executive - Supplies	Fuel	64571	\$115.67
WEX Bank	107573539	001 004 514 23 49 01	FI-Staff Development	Fuel	64571	\$72.20
WEX Bank	107573539	001 008 521 20 32 00	LE-Fuel	Fuel	64571	\$10,429.14
					64571 Total	\$10,617.01
Wick	093025 DWC	001 008 521 20 41 02	LE-Prof Srv - Wellness Grant	MHP Consultant Services 09-2025	64572	\$2,409.00
					64572 Total	\$2,409.00
WR Lake Stevens LLC	08-2025 CH	001 002 513 11 41 00	AD-Professional Services	Car Washes for Admin Vehicles	64573	\$20.00
WR Lake Stevens LLC	08-2025 CH	001 007 559 30 48 00	PB-Repair & Maintenance	Car Washes for Building Vehicles	64573	\$80.00
WR Lake Stevens LLC	08-2025 CH	001 005 518 10 41 00	HR-Professional Services	Car Washes for HR Vehicles	64573	\$20.00
WR Lake Stevens LLC	08-2025 CH	001 006 518 80 41 00	IT-Professional Services	Car Washes for IT Vehicles	64573	\$20.00
WR Lake Stevens LLC	08-2025 CH	001 010 576 80 41 00	PK-Professional Services	Car Washes for Parks Vehicles	64573	\$60.00
WR Lake Stevens LLC	08-2025 CH	101 016 542 30 41 02	ST-Professional Service	Car Washes for PW Vehicles	64573	\$80.00
WR Lake Stevens LLC	08-2025 CH	410 016 531 10 41 01	SW - Professional Services	Car Washes for PW Vehicles	64573	\$80.00
					64573 Total	\$360.00
Wright	102425 WRIGHT	001 007 558 50 49 01	PL-Staff Development	ICMA Conf Meal PerDiem - Wright	64574	\$434.00
					64574 Total	\$434.00
Zachor Stock & Krepps Inc PS	25-LKS-0009	001 011 515 41 41 02	Ext Consult - Prosecutor Svs	Prosecution Services Rendered - September 2025	64575	\$16,572.32
					64575 Total	\$16,572.32
Zero9 Solutions Ltd	10409-B2B	001 008 521 20 31 06	LE - Uniform Clothing	Additional Hardware and Attachements	64576	\$122.10
Zero9 Solutions Ltd	10409-B2B	001 008 521 20 31 06	LE - Uniform Clothing	Flashlight Case	64576	\$112.79
Zero9 Solutions Ltd	10409-B2B	001 008 521 20 31 06	LE - Uniform Clothing	Pepper Spray Can Case	64576	\$142.19
Zero9 Solutions Ltd	10409-B2B	001 008 521 20 31 06	LE - Uniform Clothing	Portable Radio Case	64576	\$269.38
Zero9 Solutions Ltd	10409-B2B	001 008 521 20 31 06	LE - Uniform Clothing	Traditional 9/40 Double Mag Case	64576	\$223.59
					64576 Total	\$870.05
Zipty Fiber	09-2025 ZIPLY	101 016 542 64 47 00	ST-Traffic Control -Utility	Traffic Control Modem	64577	\$90.18
Zipty Fiber	09-2025 ZIPLY	001 002 513 11 42 00	AD-Communications	Zipty Internet/Telecom Services	64577	\$5.58
Zipty Fiber	09-2025 ZIPLY	001 003 514 20 42 00	CC-Communications	Zipty Internet/Telecom Services	64577	\$11.16
Zipty Fiber	09-2025 ZIPLY	001 004 514 23 42 00	FI-Communications	Zipty Internet/Telecom Services	64577	\$11.17
Zipty Fiber	09-2025 ZIPLY	001 005 518 10 42 00	HR-Communications	Zipty Internet/Telecom Services	64577	\$5.58
Zipty Fiber	09-2025 ZIPLY	001 006 518 80 42 00	IT-Communications	Zipty Internet/Telecom Services	64577	\$16.74
Zipty Fiber	09-2025 ZIPLY	001 007 558 50 42 00	PL-Communication	Zipty Internet/Telecom Services	64577	\$36.29
Zipty Fiber	09-2025 ZIPLY	001 007 559 30 42 00	PB-Communication	Zipty Internet/Telecom Services	64577	\$5.58
Zipty Fiber	09-2025 ZIPLY	001 008 521 20 42 00	LE-Communication	Zipty Internet/Telecom Services	64577	\$189.82
Zipty Fiber	09-2025 ZIPLY	001 012 575 30 42 00	CS- Museum - Communications	Zipty Internet/Telecom Services	64577	\$5.58
Zipty Fiber	09-2025 ZIPLY	001 012 575 50 42 00	CS- The Mill- Communication	Zipty Internet/Telecom Services	64577	\$5.59
Zipty Fiber	09-2025 ZIPLY	001 013 518 20 42 00	GG-Communication	Zipty Internet/Telecom Services	64577	\$22.32
Zipty Fiber	09-2025 ZIPLY	101 016 543 30 42 00	ST-Communications	Zipty Internet/Telecom Services	64577	\$32.12
Zipty Fiber	09-2025 ZIPLY	410 016 531 10 42 00	SW - Communications	Zipty Internet/Telecom Services	64577	\$32.12
Zipty Fiber	09-2025 ZIPLY	005 000 518 20 40 01	Rental Property Utilities	Zipty Internet/Telecom Services 10515 20th St	64577	\$71.99
Zipty Fiber	09-2025 ZIPLY	001 012 575 30 47 00	CS- Museum - Utilities	Zipty Internet/Telecom Services Museum	64577	\$106.85
Zipty Fiber	09-2025 ZIPLYPD	001 008 521 20 42 00	LE-Communication	Ethernet Internet Access 1825 S Lake Stevens Rd	64577	\$728.00
					64577 Total	\$1,376.67

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

Saturday, September 13, 2025, at 8:00 a.m.

Location: The Mill, Sawyers Room, 1808 Main Street, Lake Stevens

CALL TO ORDER: 8:00 a.m. by Mayor Brett Gailey

ELECTED OFFICIALS PRESENT: Councilmembers Kim Daughtry, Gary Petershagen, Anji Jorstad, Ryan Donoghue, Steve Ewing and Kurt Hilt (arrived at 8:45 a.m.)

ELECTED OFFICIALS ABSENT: Councilmember Kymm Shipman

8:00 a.m. Breakfast/Coffee

Mayor Gailey provided opening remarks. Facilitator Lori Erickson reviewed the agenda for the day.

Discussion Items

Mayor's 2026 Preliminary Budget Recommendation

Note: Council took a break from 8:48 a.m. to 8:57 a.m.

Department Budget Review

Note: Council took a break from 9:46 a.m. to 9:57 a.m.

Department Budget Review (continued)

Note: Council took a break for lunch from 12:00 p.m. to 12:30 p.m.

Traffic Safety Camera Program

Parks Revenue - Potential Property Tax

Public Safety Sales Tax

Note: Council took a break from 1:52 p.m. to 2:04 p.m.

City Facilities Update

Capital Improvement Plan Update and 2026 Proposed Projects

Direction and Next Steps

Note: The recap of the retreat, including directives, are attached to this set of minutes for reference.

Adjourn

The retreat adjourned at approximately 3:16 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

Council Retreat Recap/Takeaways from September 13, 2025

Owner	Stakeholder	Item	Future Council Item
Aaron	PW	Bring back the percentage vs \$ related the Streets Department as it relates to the cost reallocation. (Councilmember Ewing)	Yes
Barb	Streets	Look into the Streets FTE question for around \$18,000. (Councilmember Daughtry)	Yes
Barb	PD	How often % of time are we at minimum staffing level for PD. (3/shift) (Councilmember Ewing)	Yes
Barb/Aaron/Sarah	Citywide	Is there savings with centralizing procurement process and what would the savings be? Bulk purchasing (Councilmember Petershagen)	Yes
Anya	Citywide	Provide a list of claims and types to council, big picture. (Councilmember Ewing)	Yes
Brett/Troy	Citywide	Look at IT investment and where it falls in the priority list. (Councilmember Petershagen)	Yes
Barb/Kelly	Citywide	Bring back the revenue brought in with grants compared to salary of the grants writer position. (Councilmember Ewing)	Yes
Kelly/Sarah/Aaron	Citywide	Look into PRSC grants. (Councilmember Daughtry) Take a second look at funding the grant writer position. (Councilmember Petershagen)	Yes
Barb	All Departments	Be cautious on cutting training. (Councilmember Daughtry)	Yes
Carol/Barb/Christi	CD	Look at fees, potential increases to ensure fees cover costs. (Councilmember Petershagen)	Yes
Dean/Brett	PD	Talk with our prosecutor about the need for data collection at traffic collision scenes, drone, 3d scanners etc. (Councilmember Donoghue)	Yes
Brett/Dean/Barb	PD	Look into what we are paying SNO911. (Councilmember Hilt)	Yes

Aaron	Streets	Bring back ADA transition plan for a quick overview. Continue to make sidewalk repairs a top priority. (Councilmember Ewing)	Yes
Aaron/Lori	Streets	Look into how many students are walking in each school location. How many parents are driving and bussing at each location. (Councilmembers Daughtry, Donoghue, Jorstad)	Yes
Aaron/Lori	Streets	Look into the speed camera revenue data calculations. (Mayor, Councilmembers, Donaghue, Jorstad)	Yes
Aaron	Streets	Look at hiring traffic engineer (FTE) ASAP to work on traffic data supporting the speed camera program. (Mayor)	Yes
Sarah	Parks	Look at including sports facilities to the Parks project list, Ensure sports facilities are included in the Pros Plan. (Councilmember Petershagen, Jorstad, Donoghue, Daughtry)	Yes
Sarah	Parks	Look into the past expired Parks District which took place in the Lake Stevens area. (Mayor)	Yes
Julie/Barb/Dean	PD	Bring back the Public Safety Sales Tax to a future council meeting including projects. (Councilmember Petershagen)	Yes
Barb	All Departments	Reach out to all city employees asking for them to provide one (1) cost saving idea. It wouldn't be mandatory, but it could generate great ideas.	Yes
Aaron	Streets	Bring back updated CIP list to include S. Lake Stevens Rd and Machias Road, three way stop proposal. (Councilmember Petershagen)	Yes
Barb	Citywide	Provide excel file from budget packet to council. (Councilmember Donoghue)	Yes
Barb	Citywide	Bring back justification description for proposed 2026 FTE's. (Councilmember Daughtry)	Yes

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

September 23, 2025, at 6:00 p.m.

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

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

ELECTED OFFICIALS PRESENT: Council President Ryan Donoghue, Gary Petershagen, Kim Daughtry, Steve Ewing, Kymm Shipman, Kurt Hilt and Anji Jorstad.

Call to Order

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

Pledge of Allegiance

Mayor Gailey led the Pledge of Allegiance.

Roll Call

All Councilmembers were present.

Approval of Agenda

Councilmember Shipman requested to add an action item to the agenda for the 91st Avenue SE Design Contract and Executive Session at the end of the meeting to discuss potential litigation.

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

Guest Business

Compensation Connections

Citizen Comments

Nathan Packard, Lake Stevens. Nathan provided comments about the proposed 2026 budget.

Council Business

Mayor's Business

Consent Agenda

MOTION. Councilmember Hilt made a motion, seconded by Councilmember Shipman, to approve the consent agenda. The motion passed 7-0-0-0.

The consent agenda items were as follows:

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- 2025 Vouchers
- City Council Meeting Minutes of September 1, 2025
- City Council Meeting Minutes of September 9, 2025
- Cavalero Park Acquisition
- Second Biennium Grant Funding Contract with Department of Commerce for Salmonid Basins Plan
- Bayview Phase 1 Design - Professional Services Agreement with MacLeod Reckord, PLLC

Action Items**Lundeen Light Repairs**

Director Halverson explained that Public Works is requesting that the Council approve a \$55,000 budget amendment for the repairs and mitigation of several streetlights along Lundeen Parkway that have been vandalized.

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Ewing, to authorize the Mayor to sign a contract with Service Electric Co, Inc. for the Lundeen light repairs up to \$55,000. The motion passed 7-0-0-0.

91st Ave SE Multi-use Path Phase 2 Design Contract

Engineer Romanaggi asked the Council to authorize the Mayor to sign the design contract with Prizm Consulting, Inc. for the 91st Ave SE Multiuse Path Phase 2. This project will design and construct a pedestrian and bicycle path on the east side of 91st Ave SE from 20th SE to 12th St SE, closing the last gap in the corridor.

MOTION. Councilmember Daughtry made a motion, seconded by Councilmember Ewing, to authorize the Mayor to sign the design contract with Prizm Consulting, Inc. for the 91st Ave SE Multiuse Path Phase 2. The motion passed 7-0-0-0.

Discussion Items**Salmonid Basins Plan Introduction**

Surface Water Manager Farrant and Jenn Scdmidt from Herrera Environmental Consultants presented to the Council. The Lake Stevens Plan for Salmonid Basins (the Salmonid Basins Plan) is a project based on an opportunity to advance watershed planning. The objective is to conserve salmon habitat and improve water quality. This project is funded through a Department of Commerce grant. The project includes a watershed-based management plan that integrates drainage basin issues with planned elements of the Lake Stevens Comprehensive Plan to protect and restore salmon habitat and water quality through city planning decisions. This plan will also help guide decisions for enhanced stormwater maintenance, water quality restoration, stormwater retrofits, and habitat preservation.

Council and staff engaged in a discussion. This will come back to the Council at a future meeting.

STEP Housing and Co-Living Housing Code Amendments

Senior Planner Levitan presented to the Council on potential amendments to the Lake Stevens Municipal Code (LSMC) to comply with HB 1220 (2021), which deals with STEP housing, and HB 1998 (2023), which deals with co-living housing. Updated development regulations must be adopted by December 31, 2025. Given the December 31, 2025 adoption deadline, staff will be issuing the 60-day adoption notice to the Department of Commerce in late September and anticipates City Council adoption in late November or early December, following a Planning Commission public hearing and recommendation and City Council public hearing. Staff will also be sharing the draft code language with the public, stakeholders and agencies to solicit community input.

Executive Session

The meeting recessed to executive session at 7:50 p.m. for 10 minutes to discuss litigation/potential litigation per RCW 42.30. The meeting will be reconvened to regular session at 8:00 p.m. There will be no action.

Adjournment

MOTION. Councilmember Jorstad made a motion, seconded by Councilmember Daughtry, to adjourn the meeting. The motion passed 7-0-0-0.

The meeting adjourned at 8:00 p.m.

Brett Gailey, Mayor

Kelly M. Chelin, City Clerk

CITY COUNCIL STAFF REPORT



Agenda Date: 10/14/2025

Subject: Title VI Program Policy Adoption

Contact Person/Department: Lori Erickson, Administration

Budget Impact: The city receives federal funds for capital projects which require compliance with Title VI of the Civil Rights Act.

Legal Review: Yes

RECOMMENDATION(S)/ACTION REQUESTED:

Staff recommends that the City Council authorize the City to adopt WSDOT's Title VI Plan in accordance with the attached policy.

SUMMARY/BACKGROUND:

Executive Summary

The attached city policy draft adopts WSDOT's Title VI program as its method of compliance as required by federal law for agencies that receive federal funding. This program will require that the city:

- Not discriminate based on race, color, national origin, sex, age, disability, income status and limited English proficiency.
- Maintain a Title VI Implementation Plan that explains the policy, coordinator designation, complaint procedures, public participation strategies, data collection and analysis, training plan for staff and procedures for monitoring and compliance.
- Submit an annual Title VI report logging actions taken to ensure nondiscrimination, complaint logs, outreach efforts and upcoming goals for the next year.
- Provide meaningful access for people with limited English proficiency
- Maintain compliant procedures
- Monitor contractor's compliance

- Maintain records
- Train staff

The city has several existing policies regarding nondiscrimination and our standard contracts require the same. This program does not add a significant burden on city staff to administer and may yield several benefits, including increased access for people with limited English proficiency and a clear complaint procedure to improve service to the community.

Background

There are several laws and executive orders that expand the Civil Rights Act of 1964 Title VI mandate, which states that no person shall be discriminated against on the ground of race, color, or national origin. These laws and executive orders include:

- The Civil Rights Restoration Act of 1987, which clarifies that discrimination is prohibited throughout an entire agency if any part of that agency receives Federal financial assistance,
- The Americans with Disabilities Act (ADA), which prohibits discrimination against individuals with disabilities and aims to guarantee the same rights and opportunities as everyone else,
- The Environmental Justice (EJ) executive order, which seeks to avoid or mitigate disproportionately high and adverse human health and environmental effects on minority and low-income populations and ensure fair participation by all potentially affected communities in the transportation decision-making process,
- The Limited English Proficiency (LEP) executive order, which ensures individuals whose first language is not English and have a limited capacity to read, write or understand English are provided meaningful access to programs, information, and services.

Local agencies receiving Federal funding assistance on transportation projects are required to comply with the US Department of Transportation (USDOT) Title VI regulations contained in 49 CFR Part 21, and the Federal Highway Administration (FHWA) regulations contained in 23 CFR 200. In addition, local agencies are expected to address EJ and LEP consistent with the guidance provided by WSDOT. Agencies receiving Federal Transit Administration (FTA) funds would refer to FTA Title VI Circular C4202.1B for additional compliance.

Federal regulations require WSDOT to obtain assurances from their federally funded subrecipients (local agency that receives federal funding for capital projects) that the subrecipient agrees to maintain records and submit reports on its programs and activities and that the subrecipient will comply with Title VI. Lake Stevens is a subrecipient of Federal funds that flow through WSDOT and has developed a Title VI

Program and designated a Title VI Coordinator to receive complaints of discrimination filed against the City by the public.

As an agency serving a population under 75,000 residents, the City is not required to have a Title VI Plan approved by WSDOT but must have a current Letter of Intent to Comply with WSDOT Title VI Plan. This program fulfills this requirement.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. WSDOT Title-VI-Implementation-Plan
2. (Draft) TITLE VI PROGRAM Policy and Procedure

Title VI Plan

Washington State Department of Transportation
Office of Equity and Civil Rights

FFY2024



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This document is available in an alternate format. For information, email the Office of Equity and Civil Rights at wsdotada@wsdot.wa.gov, or call 1.360.705.7090.

Washington State Department of Transportation Title VI Plan

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Introduction

The vision of Washington State Department of Transportation (WSDOT) is to deliver safe, reliable, and cost-effective transportation options to improve communities and economic vitality. WSDOT works diligently to further that mission through inclusion, practical solutions, and workforce development. As a recipient of federal financial assistance from the U.S. Department of Transportation (USDOT), WSDOT is required to comply with Title VI of the Civil Rights Act of 1964, which provides:

No person in the United States, on the ground of race, color, or national origin, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

The U.S. Department of Justice (USDOTJ), as the federal government's coordinating agency for Title VI, implemented its Title VI program in 28 C.F.R. Part 42. All federal agencies are directed to enact "rules, regulations, or orders of general applicability" to achieve the statute's objectives. USDOT implemented its Title VI program in 49 C.F.R. Part 21.

WSDOT, as a state transportation agency which receives federal assistance, must establish a Title VI compliance program for all sub-recipients who obtain federal assistance through it. WSDOT's Office of Equity and Civil Rights (OECR) is responsible for initiating and monitoring Title VI activities, preparing required reports, and enforcing other state transportation agency responsibilities.

All WSDOT personnel will assist WSDOT's Title VI Program Coordinator in the effective implementation of the Title VI Program.

WSDOT's Title VI Program Coordinator may be contacted as follows:

Contact Information

Jackie Bayne
Title VI Program Coordinator
310 Maple Park Avenue SE
P.O. Box 47314
Olympia, WA 98504-7314
(360) 705-7090
TitleVI@wsdot.wa.gov
Fax 360-705-6801
Washington State Relay at 711

Title VI Policy Statement

It is the Washington State Department of Transportation's (WSDOT) policy to assure that no person shall, on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities. This is also reflected in WSDOT Executive Order 1087. Any person who believes his/her Title VI protection has been violated, may file a complaint with WSDOT's Office of Equity and Civil Rights (OECR). For additional information regarding Title VI complaint procedures and/or information regarding our non-discrimination obligations, please contact OECR's Title VI Coordinator at (360) 705-7090.

Americans with Disabilities Act (ADA) Information

This material can be made available in an alternate format by emailing the Office of Equity and Civil Rights at wsdotada@wsdot.wa.gov or by calling toll free, 855-362-4ADA(4232). Persons who are deaf or hard of hearing may make a request by calling the Washington State Relay at 711.

Notificación de Título VI al Público

La política del Departamento de Transporte del Estado de Washington (Washington State Department of Transportation, WSDOT) es garantizar que ninguna persona, por motivos de raza, color u origen nacional, según lo dispuesto en el Título VI de la Ley de Derechos Civiles de 1964, sea excluida de la participación, se le nieguen los beneficios o se le discrimine de otro modo en cualquiera de sus programas y actividades. Cualquier persona que considere que se ha violado su protección del Título VI puede presentar una queja ante la Oficina de Equidad y Derechos Civiles (Office of Equity and Civil Rights, OECR) del WSDOT. Para obtener más información sobre los procedimientos de queja del Título VI o información sobre nuestras obligaciones contra la discriminación, comuníquese con el coordinador del Título VI de la OECR al (360) 705-7090.

Información del Acta de estadounidenses con Discapacidades

Este material puede estar disponible en un formato alternativo al enviar un correo electrónico a la Oficina de Equidad y Derechos Civiles a wsdotada@wsdot.wa.gov o llamando a la línea sin cargo 855-362-4ADA(4232). Personas sordas o con discapacidad auditiva pueden solicitar la misma información llamando al Washington State Relay al 711.

제6조 관련 공지사항

워싱턴 주 교통부(WSDOT)는 1964년 민권법 타이틀 VI 규정에 따라, 누구도 인종, 피부색 또는 출신 국가를 근거로 본 부서의 모든 프로그램 및 활동에 대한 참여가 배제되거나 혜택이 거부되거나, 또는 달리 차별받지 않도록 하는 것을 정책으로 하고 있습니다. 타이틀 VI에 따른 그/그녀에 대한 보호 조항이 위반되었다고 생각된다면 누구든지 WSDOT의 평등 및 민권 사무국(OECR)에 민원을 제기할 수 있습니다. 타이틀 VI에 따른 민원 처리 절차에 관한 보다 자세한 정보 및/또는 본 부서의 차별금지 의무에 관한 정보를 원하신다면, (360) 705-7090으로 OECR의 타이틀 VI 담당자에게 연락해주시십시오.

미국 장애인법(ADA) 정보

본 자료는 또한 평등 및 인권 사무국에 이메일 wsdotada@wsdot.wa.gov 을 보내시거나 무료 전화 855-362-4ADA(4232)로 연락하셔서 대체 형식으로 받아보실 수 있습니다. 청각 장애인은 워싱턴주 중계 711로 전화하여 요청하실 수 있습니다.

Раздел VI Общественное заявление

Политика Департамента транспорта штата Вашингтон (WSDOT) заключается в том, чтобы исключить любые случаи дискриминации по признаку расы, цвета кожи или национального происхождения, как это предусмотрено Разделом VI Закона о гражданских правах 1964 года, а также случаи недопущения участия, лишения льгот или другие формы дискриминации в рамках любой из своих программ и мероприятий. Любое лицо, которое считает, что его средства защиты в рамках раздела VI были нарушены, может подать жалобу в Ведомство по вопросам равенства и гражданских прав WSDOT (OECR). Для дополнительной информации о процедуре подачи жалобы на несоблюдение требований раздела VI, а также получения информации о наших обязательствах по борьбе с дискриминацией, пожалуйста, свяжитесь с координатором OECR по разделу VI по телефону (360) 705-7090.

Закон США о защите прав граждан с ограниченными возможностями (ADA)

Эту информацию можно получить в альтернативном формате, отправив электронное письмо в Ведомство по вопросам равенства и гражданских прав по адресу wsdotada@wsdot.wa.gov или позвонив по бесплатному телефону 855-362-4ADA(4232). Глухие и слабослышащие лица могут сделать запрос, позвонив в специальную диспетчерскую службу штата Вашингтон по номеру 711.

Thông báo Khoản VI dành cho công chúng

Chính sách của Sở Giao Thông Vận Tải Tiểu Bang Washington (WSDOT) là bảo đảm không để cho ai bị loại khỏi sự tham gia, bị từ khước quyền lợi, hoặc bị kỳ thị trong bất cứ chương trình hay hoạt động nào vì lý do chủng tộc, màu da, hoặc nguồn gốc quốc gia, theo như quy định trong Mục VI của Đạo Luật Dân Quyền năm 1964. Bất cứ ai tin rằng quyền bảo vệ trong Mục VI của họ bị vi phạm, đều có thể nộp đơn khiếu nại cho Văn Phòng Bảo Vệ Dân Quyền và Bình Đẳng (OECR) của WSDOT. Muốn biết thêm chi tiết liên quan đến thủ tục khiếu nại Mục VI và/hoặc chi tiết liên quan đến trách nhiệm không kỳ thị của chúng tôi, xin liên lạc với Phối Trí Viên Mục VI của OECR số (360) 705-7090.

Thông tin về Đạo luật Người Mỹ tàn tật (Americans with Disabilities Act, ADA)

Tài liệu này có thể thực hiện bằng một hình thức khác bằng cách email cho Văn Phòng Bảo Vệ Dân Quyền và Bình Đẳng wsdotada@wsdot.wa.gov hoặc gọi điện thoại miễn phí số, 855-362-4ADA(4232). Người điếc hoặc khiếm thính có thể yêu cầu bằng cách gọi cho Dịch vụ Tiếp âm Tiểu bang Washington theo số 711.

العنوان 6 إشعار للجمهور

تتمثل سياسة إدارة النقل بولاية واشنطن (WSDOT) في ضمان عدم استبعاد أي شخص على أساس العرق أو اللون أو الأصل القومي أو الجنس، وفق ما يُنص عليه في العنوان 6 من قانون الحقوق المدنية لعام 1964، من المشاركة في، أو الحرمان من فوائد، أو التعرض للتمييز في أي من برامجها وأنشطتها. ويمكن لأي شخص يعتقد بأنه قد تم انتهاك حمايته التي يضمنها له العنوان 6 من القانون سالف الذكر، تقديم شكوى إلى مكتب المساواة والحقوق المدنية (OECR) التابع لإدارة النقل بولاية واشنطن (WSDOT). للحصول على معلومات إضافية بشأن إجراءات الشكاوى المتعلقة بالعنوان 6 من القانون سالف الذكر و/أو الحصول على المعلومات المتعلقة بالتزاماتنا ذات الصلة بعدم التمييز، يُرجى الاتصال بالمنسق المعني بشؤون العنوان 6 من القانون سالف الذكر في مكتب تكافؤ الفرص على الرقم 705-7090 (360).

معلومات قانون الأمريكيين ذوي الإعاقة (ADA)

يمكن طلب توفير هذه المواد في تنسيق بديل عن طريق إرسال بريد إلكتروني إلى مكتب المساواة والحقوق المدنية على عنوان البريد الإلكتروني wsdotada@wsdot.wa.gov أو عن طريق الاتصال على الرقم المجاني 855-362-4ADA(4232). يمكن للأشخاص الصم أو ضعاف السمع تقديم طلب عن طريق الاتصال بخدمة Washington State Relay على الرقم 711.

《权利法案》Title VI 公告

〈華盛頓州交通部(WSDOT)政策規定，按照《1964 年民權法案》第六篇規定，確保無人因種族、膚色或國籍而被排除在WSDOT任何計畫和活動之外，被剝奪相關權益或以其他方式遭到歧視。如任何人認為其第六篇保護權益遭到侵犯，則可向WSDOT的公平和民權辦公室(OECR)提交投訴。如需關於第六篇投訴程式的更多資訊和/或關於我們非歧視義務的資訊，請聯絡OECR的第六篇協調員，電話 (360) 705-7090。

《美国残疾人法案》(ADA)信息

可向公平和民權辦公室發送電子郵件 wsdotada@wsdot.wa.gov 或撥打免費電話 855-362-4ADA(4232)，以其他格式獲取此資料。听力丧失或听觉障碍人士可拨打711联系 Washington州转接站。

Ciwaanka VI Ogeysiiska Dadweynaha

Waa siyaasada Waaxda Gaadiidka Gobolka Washington (WSDOT) in la xaqiijiyo in aan qofna, ayadoo la cuskanaayo sababo la xariira isir, midab, ama wadanku kasoo jeedo, sida ku qoran Title VI (Qodobka VI) ee Sharciga Xaquuqda Madaniga ah ah oo soo baxay 1964, laga saarin ka qaybgalka, loo diidin faa'iidooyinka, ama si kale loogu takoorin barnaamijyadeeda iyo shaqooyinkeeda. Qof kasta oo aaminsan in difaaciisa Title VI la jebiyay, ayaa cabasho u gudbin kara Xafiiska Sinaanta iyo Xaquuqda Madaniga ah (OECR) ee WSDOT. Si aad u hesho xog dheeraad ah oo ku saabsan hanaannada cabashada Title VI iyo/ama xogta la xariirta waajibbaadkeena ka caagan takoorka, fadlan la xariir Iskuduwaha Title VI ee OECR oo aad ka wacayso (360) 705-7090.

Macluumaadka Xeerka Naafada Marykanka (ADA)

Agabkaan ayaad ku heli kartaa qaab kale adoo iimeel u diraaya Xafiiska Sinaanta iyo Xaquuqda Madaniga ah oo aad ka helayso wsdotada@wsdot.wa.gov ama adoo wacaaya laynka bilaashka ah, 855-362-4ADA(4232). Dadka naafada maqalka ama maqalku ku adag yahay waxay ku codsan karaan wicitaanka Adeega Gudbinta Gobolka Washington 711.

Translation Services

If you have difficulty understanding English, you may, free of charge, request language assistanceservices by calling (360) 705-7090 or email us at: TitleVI@WSDOT.WA.GOV.

Español - Spanish

servicios de traducción

Aviso a personas con dominio limitado del idioma inglés: Si usted tiene alguna dificultad en entender el idioma inglés, puede, sin costo alguno, solicitar asistencia lingüística con respecto a esta información llamando al (360) 705-7090, o envíe un mensaje de correo electrónico a: TitleVI@WSDOT.WA.GOV.

中文 – Chinese

翻译服务

如果您难以理解英文，则请致电：(360) 705-7090，或给我们发送电子邮件：TitleVI@WSDOT.WA.GOV，请求获取免费语言援助服务。

tiếng Việt-Vietnamese

các dịch vụ dịch thuật

Nếu quý vị không hiểu tiếng Anh, quý vị có thể yêu cầu dịch vụ trợ giúp ngôn ngữ, miễn phí, bằng cách gọi số (360) 705-7090 hoặc email cho chúng tôi tại: TitleVI@WSDOT.WA.GOV.

한국어-Korean

번역 서비스

영어로 소통하는 것이 불편하시다면, (360) 705-7090으로 전화하시거나 다음 이메일로 연락하셔서 무료 언어 지원 서비스를 요청하실 수 있습니다: TitleVI@WSDOT.WA.GOV.

Af-soomaaliga - Somali

Adeegyada Turjumaada

Haddii ay kugu adag tahay inaad fahamtid Ingiriisida, waxaad, bilaash, ku codsan kartaa adeegyada caawimada luuqada adoo wacaaya (360) 705-7090 ama iimayl noogu soo dir: TitleVI@WSDOT.WA.GOV.

русский-Russian

Услуги перевода

Если вам трудно понимать английский язык, вы можете запросить бесплатные языковые услуги, позвонив по телефону (360) 705-7090 или написав нам на электронную почту: TitleVI@WSDOT.WA.GOV.

العربية - Arabic
خدمات الترجمة

إذا كنت تجد صعوبة في فهم اللغة الإنجليزية، فيمكنك طلب خدمات المساعدة اللغوية عن طريق الاتصال بالرقم (360) 705-7090، أو مراسلتنا عبر البريد الإلكتروني: TitleVI@WSDOT.WA.GOV.

Standard DOT Title VI Assurances

23 C.F.R. § 200.9 (a) (1) requires assurances from WSDOT that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the recipient receives federal assistance from the U.S. Department of Transportation (USDOT).

The nondiscrimination statement signed by Secretary of Transportation, Roger Millar, is included as Appendix 1. The DOT Standard Title VI Assurances, signed by Secretary Millar, are included as Appendix 2.

Title VI Requirements

Title VI of the Civil Rights Act of 1964 states that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. Under Title VI and the Civil Rights Restoration Act of 1987, federal financial assistance recipients must take affirmative steps to ensure that prohibited discrimination does not occur in any of the recipient's programs or activities, regardless of funding source. To that end, WSDOT is committed to:

- Adopting policies and procedures that support the development and implementation of a functional Title VI program.
- Ensuring meaningful public participation in transportation decision-making, consistent with the guiding principles/strategies outlined in WSDOT's Community Engagement Plan (CEP).
- Preventing, minimizing, mitigating, or correcting high and adverse impacts resulting from WSDOT's programs or activities.
- Monitoring the activities of local public agencies and other sub-recipients by conducting annual desk reviews and periodic onsite reviews to ensure their compliance with all Title VI requirements.
- Ensuring that our operations, services, and programs, are accessible to all WSDOT's customers.
- Providing meaningful language access services, as appropriate, to LEP individuals.
- Incorporating the principles of Environmental Justice (EJ) into its programs, policies, and activities.
- Conducting department federal program area reviews to collect and analyze data that may be useful in identifying and addressing any trends or patterns of discrimination.
- Processing Title VI complaints in a timely manner.

Organization and Staffing

The WSDOT Secretary of Transportation is responsible for ensuring the implementation of the Agency's Title VI program. In agreement with 23 C.F.R. § 200.9 (b), the secretary has established and staffed OECR to fulfill and implement all federal civil rights requirements.

The Director of the OECR is responsible for the overall management and implementation of the Title VI program on behalf of the secretary. The day-to-day administration of the program lies with the Title VI specialists under the direct supervision of the Title VI Coordinator. The Title VI Coordinator reports directly to the Director of OECR and has access and interaction with the secretary of WSDOT on all matters pertaining to the Title VI program. Organizationally and functionally, the OECR is a part of the Office of the Secretary.

The organizational charts located in Appendix 4 and Appendix 5 reflect the structure of OECR and the organizational structure of WSDOT.

Compliance specialists are on staff in program groups responsible for compliance. The director of OECR assigns program staff a specific portfolio of responsibilities for compliance and monitoring.

Title VI Program

The Title VI Program group is responsible for the administration of the statewide Title VI program. Internally, the unit is responsible for statewide guidance, technical assistance, and training on Title VI, as well as the development and implementation of WSDOT's FHWA corrective action plan items, special emphasis areas (e.g., a FHWA/FTA placed emphasis on any special program), language assistance policy for Limited English Proficiency (LEP) and Environmental Justice (EJ). Externally, WSDOT's Title VI unit provides guidance, technical assistance and training to local public agency managers, contractors, and other sub-recipients, as well as monitors these entities for compliance with federal guidelines. Title VI program staff is comprised of a Title VI Coordinator located at WSDOT's HQ and Title VI specialists located in HQ and Shoreline. The specialists handle the day-to-day Title VI responsibilities of monitoring compliance, conducting training, and gathering Title VI data for the Annual Goals and Accomplishments (G&A) Report.

Title VI Coordinator Responsibilities

The Title VI Coordinator works to ensure there is a demonstrated commitment on the part of WSDOT to enforce Title VI and is responsible for overall program implementation. Specifically, the position has the authority and responsibility to implement the Title VI program by:

- Preparing the Title VI Implementation Plan and the Annual G&A report that details the WSDOT's future goals and accomplishments.
- Developing a Language Access Plan (LAP) to include precisely how WSDOT assesses the language needs of the public that it serves, both project by project, and programmatically.
- Ensuring that the procedures for collecting and analyzing Title VI statistical data (by WSDOT program area) are properly executed.

- Assisting program area staff with correcting/resolving identified Title VI compliance matters.
- Reviewing, evaluating, and monitoring WSDOT programs, policies/directives, and activities for compliance with Title VI; e.g., conducting annual Title VI reviews of program areas.
- Coordinating Title VI program implementation with WSDOT program area liaisons
- Conducting Title VI training sessions, learning workshops and making information available on the OECR website
- Providing technical assistance in the development and implementation of Title VI programs to sub-recipients.
- Conducting Title VI compliance reviews federal program areas, cities, counties, consultants, contractors, suppliers, colleges/universities, planning agencies and other sub-recipients of federal transportation funds.
- Developing Title VI information for dissemination to the public, including non-English versions.
- Maintaining WSDOT Title VI complaint procedures and processing complaints of discrimination or allegations of noncompliance.
- Advising the Secretary of Transportation concerning significant developments in the implementation of WSDOT's Title VI program.

Title VI Internal Specialist

The Title VI Internal Specialist works to the support the Title VI Coordinator in the enforcement of Title VI. Specifically, the position has the authority and responsibility to implement the Title VI program by:

- Assisting with the gathering of Title VI data for the Annual G&A Report.
- Acting as a point-of-contact for all Title VI internal liaisons.
- Assisting with the preparation of the annual Title VI implementation plan.
- Coordinating Title VI program implementation with WSDOT program area liaisons
- Conducting Title VI training sessions, learning workshops, and making information available on the OECR website.
- Conducting internal review of internal programs, regions, and divisions.
- Reviewing Title VI plans from Metropolitan/Municipal Planning Organizations for compliance issues.
- Monitoring PTD's review of Title VI plans from public transit agencies.

Title VI Internal Liaisons

Title VI internal liaisons are principally responsible for assisting the Title VI Coordinator/Title VI Specialists with Title VI compliance, including, review, collecting Title VI data, and analyzing each program area. Practicing an interdisciplinary approach and working throughout WSDOT's

program areas and regions, liaisons help implement, monitor, and evaluate WSDOT's compliance with federal guidelines. Title VI internal liaisons augment the efforts of the Title VI program group by helping the Title VI group develop policies, procedures, and practices in their respective areas of emphasis. At the direction of the Title VI Coordinator, the Title VI program staff and Title VI liaisons coordinate responsibilities, define objectives and support the implementation of WSDOT's evolving Title VI program. The internal liaisons meet quarterly with Title VI staff.

The Title VI Coordinator aims to have a Title VI liaison continually present in each of the following core departments or divisions:

- Aviation
- Business support services
- Communications
- Construction
- Consultant Services
- Design (Highway Access & Hearings)
- Environmental Services
- Ferry Division
- Local Programs
- Maintenance and Traffic Operations
- Management of Mobility
- Mega Projects (e.g., State Route 520, Interstate 405/SR 167, Gateway)
- Multimodal Planning
- Public Transportation
- Purchasing and Materials Management
- Rail, Freight and Ports Division
- Real Estate Services
- Research and Library Services
- Toll Division
- Tribal Relations
- Workforce Development Office
- Washington State Ferries
- WSDOT Regional Offices (6) (see WSDOT regions map at Appendix 8) will have a Title VI liaison who is responsible for Title VI in their respective areas.
 - Eastern Region
 - North Central Region
 - Northwest Region

- Olympic Region
- South Central Region
- Southwest Region

The internal liaisons support OECR with Title VI compliance by:

- Promoting Title VI awareness;
- Providing technical assistance to headquarters, district, and local agency personnel;
- Documenting Title VI activities identified in the plan;
- Providing the requested information to annually prepare the Title VI/Nondiscrimination Plan and Title VI/Nondiscrimination Annual G&A Report.

Definitions

“Adverse Effects” – The totality of significant individual or cumulative human health or environmental effects, including interrelated social and economic effects, which may include but are not limited to: Bodily impairment, infirmity, illness or death; air, noise and water pollution and soil contamination; destruction or disruption of man-made or natural resources; destruction or diminution of aesthetic values; destruction or disruption of community cohesion or a community's economic vitality; destruction or disruption of the availability of public and private facilities and services; adverse employment effects; displacement of persons, businesses, farms, or non-profit organizations; increased traffic congestion, isolation, exclusion, or separation of minority or low-income individuals within a given community or from the broader community; denial of, reduction in, or significant delay in the receipt of benefits of WSDOT programs, policies, or activities. (U.S. Department of Transportation Order 5610.2(a))

"Affirmative action" - A good faith effort to eliminate past and present discrimination in all federally assisted programs, and to ensure future nondiscriminatory practices. 23 CFR § 200.5 - Definitions.

"Beneficiary" - Any person or group of persons (other than States) entitled to receive benefits, directly or indirectly, from any federally assisted program, i.e., relocatees, impacted citizens, communities, etc. 23 CFR § 200.5 - Definitions.

"Citizen participation" - An open process in which the rights of the community to be informed, to provide comments to the Government and to receive a response from the Government are met through a full opportunity to be involved and to express needs and goals. 23 CFR § 200.5 - Definitions.

“Complaint” – Written (and signed) or oral explanation of alleged discriminatory action(s).

"Compliance" - That satisfactory condition existing when a recipient has effectively implemented all of the Title VI requirements or can demonstrate that every good faith effort toward achieving this end has been made. 23 CFR § 200.5 - Definitions.

"Deficiency status" - The interim period during which the recipient State has been notified of deficiencies, has not voluntarily complied with Title VI Program guidelines, but has not been declared in noncompliance by the Secretary of Transportation. 23 CFR § 200.5 - Definitions.

"Discrimination" - That act (or action) whether intentional or unintentional, through which a person in the United States, solely because of race, color, religion, sex, or national origin, has been otherwise subjected to unequal treatment under any program or activity receiving financial assistance from the Federal Highway Administration under Title 23 United States Code (U.S.C.). 23 CFR § 200.5 - Definitions.

"Disparate Impact" – A facially neutral procedure/practice that has a disproportionate, adverse impact on protected individuals, while lacking a substantial legitimate justification. (recipient/sub-recipient cannot directly or through contractual/other arrangements, utilize criteria which have the effect of subjecting individuals to discrimination because of their race, color, or national origin or have the effect of defeating the objectives of the program as regards to individuals of a particular race, color, or national origin). 49 C.F.R. §21.5(b)(2); 28 C.F.R. §42.104(b).

"Disparate Treatment" – Similarly situated persons are treated differently because of their race, color, or national origin (No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.) 42 U.S.C. §2000d

"Facility" - Includes all, or any part of, structures, equipment or other real or personal property, or interests therein, and "the provision of facilities" includes the construction, expansion, renovation, remodeling, alternation or acquisition of facilities. 23 C.F.R. § 200.5

"Federal assistance" - Includes:

- (1) Grants and loans of Federal funds,
- (2) The grant or donation of Federal property and interests in property,
- (3) The detail of Federal personnel,
- (4) The sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and
- (5) Any Federal agreement, arrangement, or other contract which has, as one of its purposes, the provision of assistance.

23 CFR § 200.5

Language Access Plan (LAP) - A written plan outlining meaningful access to program information, providing managers with details of the agency's language assistance services and documentation requirements.

Limited English Proficient (LEP) Individuals - Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English. LEP individuals may be competent in English for certain types of communication (e.g., speaking or understanding), but still be LEP for other purposes (e.g., reading or writing).

Local Public Agency (LPA) is any government entity in the state of Washington that is a sub-recipient of funding, including quasi-municipal corporations or special purpose districts.

Metropolitan Planning Organization (MPO) is the policy-making board made up of representatives from local government and transportation authorities. They are created to ensure regional collaboration in the transportation planning process for urban areas with a population over 50,000.

"Noncompliance" - A recipient has failed to meet prescribed requirements and has shown an apparent lack of good faith effort in implementing all of the Title VI requirements. 23 CFR § 200.5.

"Persons" - Where designation of persons by race, color, or national origin is required, the following designations ordinarily may be used:

- White not of Hispanic origin,
- Black not of Hispanic origin,
- Hispanic,
- Asian or Pacific Islander,
- American Indian or Alaskan Native.

Additional subcategories based on national origin or primary language spoken may be used, where appropriate, on either a national or a regional basis. 23 CFR § 200.5

"Program" - Includes any highway, project, or activity for the provision of services, financial aid, or other benefits to individuals. This includes education or training, work opportunities, health, welfare, rehabilitation, housing, or other services, whether provided directly by the recipient of Federal financial assistance or provided by others through contracts or other arrangements with the recipient. 23 CFR § 200.5

"State highway agency" - That department, commission, board, or official of any State charged by its laws with the responsibility for highway construction. The term "State" would be considered equivalent to "State highway agency" if the context so implies. 23 CFR § 200.5

"Program area officials" - The officials in FHWA who are responsible for carrying out technical program responsibilities. 23 CFR § 200.5

"Recipient" - Any State, territory, possession, the District of Columbia, Puerto Rico, or any political subdivision, or instrumentality thereof, or any public or private agency, institution, or organization, or other entity, or any individual, in any State, territory, possession, the District of Columbia, or Puerto Rico, to whom Federal assistance is extended, either directly or through another recipient, for any program. Recipient includes any successor, assignee, or transferee thereof. The term "recipient" does not include any ultimate beneficiary under any such program. 23 CFR § 200.5

Regional Transportation Planning Organization (RTPO) is an organization representing multiple counties or jurisdictions that identifies local transportation needs, assists local governments, and supports the statewide transportation planning process in non-metropolitan regions of a State.

"Secretary" - The Secretary of Transportation as set forth in 49 C.F.R. § 21.17 (g) (3) or the Federal Highway Administrator to whom the Secretary has delegated his authority in specific cases. 23 CFR § 200.5

"Sub-recipient" - an entity that receives a federal funds from WSDOT under an award; and is accountable to WSDOT for the use of the federal funds. This may be an LPA, but also could be a non-profit, educational institution, or RTPO.

"Title VI Program" - The system of requirements developed to implement Title VI of the Civil Rights Act of 1964. References in this part to Title VI requirements and regulations shall not be limited to only Title VI of the Civil Rights Act of 1964. Where appropriate, this term also refers to the civil rights provisions of other Federal statutes to the extent that they prohibit discrimination on the grounds of race, color, or national origin in programs receiving Federal financial assistance of the type subject to Title VI itself. These Federal statutes are:

- (1) Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d-d4 (49 C.F.R., Part 21; the standard DOT Title VI assurances signed by each State pursuant to DOT Order 1050.2; Executive Order 11764; 28 C.F.R. § 50.3);
- (2) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655) (49 C.F.R. Part 25; Pub. L. 91-646);
- (3) Title VIII of the Civil Rights Act of 1968, amended 1974 (42 U.S.C. §§ 3601-3619);
- (4) 23 U.S.C. § 109(h);
- (5) 23 U.S.C. § 324;
- (6) Subsequent Federal-Aid Highway Acts and related statutes.

23 CFR § 200.5

WSDOT Program Areas

Aviation Division

WSDOT's Aviation Division manages airplane registrations and licensing in Washington State. The Division is also responsible for managing 16 airports. Of these 16 state-managed airports, nine airports are state-owned, three are operated by special use permit, three are leased, and one is operated through a right of entry.

The Aviation Division fosters the development of aeronautics and the state's aviation system in helping provide access and economic vitality to communities. The division is focused on meeting aviation demand through the maintenance of existing aviation infrastructure while building a sustainable aviation system.

Title VI monitoring in this program includes:

- Send out Commercial Aviation Coordinating Commission Community Engagement notes to build relationships with Community Based Organizations that will help us achieve better Title VI results.
- Making timely consultation with human resource agencies regarding race, color, or national origin of populations relative to an action's impact areas.
- Reaching out to local community leaders, tribal elders, or other suitable spokespeople early in the environmental process.
- Retaining an official record of all Title VI issues, including issues related to race and ethnicity (e.g., minority populations) raised at EIS scoping meetings or through other public involvement process(es).
- Maintaining a list of any airport-related Title VI lawsuits, complaints or investigations filed against the airport sponsor in the year preceding the date FAA plans to issue the AIP grant for this project, and outcome.
- Reviewing the implementation of the Aviation Program to ensure activities are performed in a nondiscriminatory manner.
- Providing information to the public in languages other than English based on the LEP population.
- Ensuring meaningful access to all programs and activities by LEP persons.
- Assisting the Title VI specialists in gathering and organizing the reporting data for the Aviation's portion of the Annual Title VI G&A Report.

Business Support Services

The Business Support Services provides direction, services, and training for a variety of administrative, legal, policy, and improvement activities to assist WSDOT in serving the traveling public in an efficient and effective way. BSS provides a variety of services to help WSDOT with a wide range of insurance, risk and legal issues. Areas of service include:

- Recovery for damage to WSDOT highway property
- Major accident investigations
- Risk management education and expertise
- Tort liability self-insurance management
- Insurance
- WSDOT general liability claims
- Records & Information Management
- Ferries Division general liability claims
- Ferries Division on-the-job employee injury (seaman) claims
- WSDOT vehicle liability claims and vehicle property damage recovery

Title VI monitoring in this program includes:

- Documenting the number of translation requests and number of vital documents translated (noting the language and data used to determine translated language).
- Providing notice of WAC hearings in languages other than English as dictated by the area's population and ensure the hearings are accessible to all individuals.
- Continuing to raise awareness of forms management within the agency and the importance that the forms undergo all aspects of legal compliance, including accessibility by LEP persons.
- Providing information to the public in languages other than English based on the LEP population.
- Ensuring meaningful access to all programs and activities by LEP persons.
- Assisting the Title VI specialists in gathering and organizing the reporting data for the Business Support Services' portion of the Annual Title VI G&A Report.

Communications Office

Communications Office staff coordinates agency communications to help inform the public about the WSDOT's activities. Communications Division staff provides information about highway construction and maintenance projects, traffic and road conditions, agency performance and much more. Communications Office staff also responds to inquiries from the public through e-mail, as well as by telephone, and refers questions to many experts within WSDOT. The WSDOT Communications Manual provides guidance for meeting ADA, LEP, and Title VI requirements.

OECR conducted its first internal review with Communications Office in October 2020. OECR discussed and reviewed with them their Title VI processes, procedures, news releases, notices, data gathering and training opportunities. This review is currently ongoing with FHWA.

Title VI monitoring in this program includes:

- Reviewing and ensure the agency website, and all relevant press releases announcing public meetings, open houses or other public events include ADA and Title VI notices.
- Adding the LEP link to the Accessibility/Title VI webpage.
- Adding "people-first" inclusive language guidance to the WSDOT Communications Manual.
- Monitoring and updating web links, to the DES master contract, information for translation and interpretive services, which are included in the online Communications Manual.
- Continuing to improve the WSDOT website to ensure it is accessible for LEP persons.
- Reviewing the implementation of the Headquarters' Communications Program to ensure activities are performed in a nondiscriminatory manner.

- Gathering Title VI information from agency's communication staff and draft HQ Communications' portion of the Annual Title VI Accomplishment and Update Report.

Construction Division

The Construction Office is responsible for the administration of new construction projects. All external communications are reviewed and approved by the Region Communications Office. The Construction Office sets policy and provides guidance and oversight for the decentralized administration of transportation construction projects by the regions and the regional project engineers.

Title VI monitoring in this program includes:

- Reviewing all chapters in the construction manual to ensure they are consistent with Title VI, LEP, and Environmental Justice where required.
- Participate in the Title VI compliance review by OECR and FHWA.
- Ensuring the inclusion of Title VI Program provisions, standard assurances, and appropriate appendices in all contracts/agreements. (Including contract advertisements and award letters).
- Providing information to the public in languages other than English based on the LEP population.
- Ensuring meaningful access to all programs and activities by LEP persons.
- Assisting the Title VI specialists in gathering and organizing the reporting data for the Construction's portion of the Annual Title VI G&A Report.

Consultant Services Office (CSO)

The CSO is responsible for the procurement of department-wide architectural, engineering and personal services. Personal services contracts may include, but is not limited to, contracts for transportation studies, media and public involvement.

Consultant Selection Process

Selection of consultants is made either by the Consultant Selection Board process, or from a scored and ranked register. Upon selection of consultants, the office assists the WSDOT's project managers with negotiation and administration of those contracts.

All public hearings and meetings require the development of procedures for the collection of statistical data (race, color, and national origin) on state highway program participants and beneficiaries such as relocatees, impacted citizens and affected communities. Public Involvement Forms (DOT 272-059) are available for meeting attendees to complete. This form

requests attendees to provide information on their race, ethnicity, national origin and gender. It is available in seven languages, including Spanish, Arabic, Russian, Somali, Chinese, Vietnamese, and Korean, from the Office of Equity and Civil Rights.

Title VI responsibilities in this program includes:

- Reviewing and revising directives and procedures to ensure the presence of Title VI language.
- Providing Title VI assistance in the development of Title VI compliance assurances for consultants.
- Collecting statistical information on attendees of public meetings and outreach activities to analyze and compare to population demographics for tracking how well different segments of the population are represented.
- Continuing to review and improve CSO's Consultant Information Sheet for keeping records of outreach activities and demographic information collected.
- Ensuring the inclusion of Title VI Program provisions, standard assurances, and appropriate appendices in all contracts/agreements.
- Reviewing the implementation of the Consultant Services' Program to ensure activities are performed in a nondiscriminatory manner.
- Providing information to the public in languages other than English based on the LEP population.
- Ensuring meaningful access to all programs and activities by LEP persons.
- Assisting the Title VI specialists in gathering and organizing the reporting data for the Consultant Services' portion of the Annual Title VI G&A Report.

Design Office (Highway Access & Hearings)

The Design Office in the Development Division performs studies to assess various environmental factors that relate to project development. The office also provides technical support to WSDOT's regions during the project development process.

Design Process

The economic, social, topographic and environmental impacts of a proposed project are key factors when considering project location. Federal, state, local and departmental policies and procedures require that public hearings and/or informational meetings be held to give all people, including minorities and low-income populations, an opportunity to obtain project-affected information and to express their opinions on proposed project locations. Special efforts are made to inform members of minority, LEP, and low-income communities of public hearings and other public involvement activities. These efforts include public notices in minority newspapers, use of appropriate languages, and selection of accessible locations and times for public hearings.

Title VI monitoring in this program includes:

- Continuing to review and monitor the procedures, for the hearing process, to collect demographic information.
- Ensuring the processes through which project location are selected comply with Title VI nondiscrimination requirements.
- Consulting and seeking input from all affected populations, including LEP, disabled and elderly individuals.
- Ensuring equal access to public consultation forums throughout the project selection process.
- Providing notice of all public consultation forums in minority newspapers, newsletters, online media, and in languages other than English as dictated by the area's population.
- Gathering and maintaining required Title VI compliance documentation and statistical data (race, color, and national origin) at public meetings, hearings and consultation forums.
- Ensuring the inclusion of Title VI Program provisions, standard assurances, and appropriate appendices in all contracts/agreements, operational manuals and directives.
- Ensuring meaningful access to all programs and activities by LEP persons.
- Assisting the Title VI specialists in gathering and organizing the reporting data for the Design Office's portion of the Annual Title VI G&A Report.

Environmental Services Office (ESO)

The ESO in the Development Division assists the regions and modes in integrating environmental considerations and regulatory requirements into WSDOT's transportation program. ESO provides technical expertise for project analysis, develops environmental policies, procedures, manuals, and training, and works with regulatory agencies to streamline the environmental permitting process. ESO's National Environmental Policy Act (NEPA)/State Environmental Policy Act (SEPA) Program provides technical support to project teams in their efforts to engage all communities that are likely to be affected by proposed transportation projects.

ESO works closely with project teams to ensure Title VI compliance for large, complex projects - these projects typically require a NEPA Environmental Assessment or NEPA/SEPA Environmental Impact Statement. ESO also reviews a subsample of NEPA Categorical Exclusions annually in accordance with the Programmatic Agreement between WSDOT and FHWA.

Title VI and EJ activities in this program include:

- Providing guidance to meet Title VI requirements during the social, economic, and environmental analysis of the NEPA/SEPA process.
- Supporting Multimodal Planning and Data Division in efforts to improve EJ and Title VI compliance for planning studies.

- Developing, improving, and maintaining web procedures for identifying and documenting project-level environmental health disparity impacts to protected populations.
- Developing, improving, and maintaining all guidance (web-based and environmental manual) necessary to comply with Title VI, LEP, and EJ during project-level environmental review (the social, economic, and environmental analysis of the NEPA and SEPA processes).
- Collaborating with OECR to create a formal database of external stakeholders of environmental justice and civil rights.
- Ensuring the inclusion of Title VI Program provisions, standard assurances, and appropriate appendices in all contracts/agreements. (Including all NEPA documents).
- Ensuring meaningful access to all programs and activities by LEP persons.
- Assisting the Title VI specialists in gathering and organizing the reporting data for ESO's portion of the Annual Title VI G&A Report.

Human Resources – Workforce Development Office

The Office of Human Resources, Workforce Development Office, provides professional assistance to WSDOT employees, supervisors, managers, units and divisions by assessing, designing, administering, delivering, and/or evaluating training and organizational development efforts.

Education and Training Process

Mandatory training required by WAC, RCW and/or federal, state or agency policy or executive decision is set up in the Learning Management System (LMS) and assigned to each employee per the requirement of each training. WSDOT managers and supervisors can access and approve elective and discipline specific training in consultation with their employees and/or as recommended by others. Approval is based on a work-related need or career development within the department.

Title VI monitoring activities in this program include:

- Annually reviewing and revising Workforce Development Division directives and manuals to ensure adherence with Title VI requirements and activities are performed in a nondiscriminatory manner.
- Supporting training efforts related to Title VI, Limited English Proficiency, and Environmental Justice, through training system support for training created and/or loaded in The Learning Center, as well as work performed in support of the agency's strategic plan goals.
- Working with OECR to develop content for needed training and create it in an engaging format utilizing training software solutions.
- Working with OECR to provide all employees with annual Title VI training in TLC.
- Exploring methods to survey participants of Title VI and related subjects, workshops, trainings, webinars, orientations and/or seminars, in order to gather demographic data of public employees who have taken these orientations.

- Ensuring that all employees have equal access to training.
- Ensuring the inclusion of Title VI Program provisions, standard assurances, and appropriate appendices in all contracts/agreements.
- Maintaining Title VI training records and data, including attendance data, for courses administered by the TLC.
- Provide information to the public in languages other than English based on the LEP population.
- Ensure meaningful access to all programs and activities by LEP persons.
- Coordinating and organizing the reporting data for the Workforce Development portion of the Annual Title VI G&A Report.

Local Programs Division

The WSDOT Local Programs (LP) Division assists OECR with the Title VI responsibility to ensure that cities, counties, and Metropolitan/Municipal Planning Organizations (MPOs) comply with the federal requirements tied to their receipt of federal funds. Local Programs works directly with roughly 150 to 250 Washington local agencies to ensure reasonable compliance in delivering projects administered through their office on behalf of WSDOT.

Title VI monitoring in this program area includes, but is not limited to:

- Ensure LPAs have Title VI compliance documents in place before awarding funds.
- Review LP Division's procedures/criteria used for all projects and activities, including those associated with LTAP training and oversight of LPAs/other subrecipients, to ensure Title VI compliance.
- Review LP Division's procedures associated with NEPA, including the public involvement process, to ensure Title VI compliance (e.g., disparate treatment/disparate impact does not result).
- Perform Project Management Reviews (PMR) to ensure local agencies adhere to Title VI requirements.
- Report any findings, recommendations, and corrective actions to OECR.
- Advise and assist the local agencies in the management of Title VI complaints.
- Ensure the inclusion of Title VI Program provisions, standard assurances, and appropriate appendices in all contracts/agreements.
- Collect, analyze, and document demographic data to determine if one protected class is disproportionately impacted compared to other groups.
- Provide information to the public in languages other than English based on the LEP population.
- Ensure meaningful access to all programs and activities by LEP persons.

Management of Mobility Division

The Management of Mobility Division works with internal and external partners to create innovative solutions that safely and efficiently move people and goods around the Puget Sound region. Some of the work this division does includes:

- Integrating mobility and technology by developing policies and programs to manage major incidents, transportation system changes and future construction coordination in the Seattle/Tacoma metro area. We work to bridge the gap between planning and implementation.
- Addressing system challenges and issues in the Puget Sound region by focusing on regional transportation planning and policy. Our efforts focus on HOV policy and long-range planning for the I-5 system. We also serve as the agency's liaison to the Puget Sound Regional Council.
- Implementing corridor level practical solutions to provide safe and reliable mobility choices in the Puget Sound area. We are conducting multimodal corridor planning studies and developing plans as directed by the Legislature; local agency plan review and collaboration; and working with partners to provide an integrated multimodal system.

Title VI monitoring in this program area includes, but is not limited to:

- Ensure the inclusion of Title VI Program provisions, standard assurances, and appropriate appendices in all contracts/agreements.
- Review the implementation of the Management of Mobility division to ensure activities are performed in a nondiscriminatory manner.
- Provide information to the public in languages other than English based on the LEP population.
- Ensure meaningful access to all programs and activities by LEP persons.
- Assist the Title VI specialists in gathering and organizing the reporting data for the Management of Mobility Division's portion of the Annual Title VI Goals and Accomplishment Report

Maintenance Operations Division

The Maintenance Operations Division oversees the day-to-day needs of maintaining the state's highway system including its highway lane miles, bridges, mountain passes and Safety Rest Areas (SRA). SRAs provide highway travelers safe and convenient facilities to rest before continuing with their journey. WSDOT owns and operates 47 SRAs within the state, 28 of these are located on the interstate system. With the exception of three of the smaller sites, these facilities are open to the public 24 hours a day, 7 days a week. The SRA program provides signage at rest room facilities that use universal symbols for men and women, as well as a Braille translation. All SRAs provide universal access for rest, traveler information, and restroom facilities.

Title VI monitoring in this program includes:

- Monitoring and reviewing all maintenance operations to ensure nondiscrimination in all projects, activities, and services, including disseminating information about services in languages other than English.
- Conducting an equity analysis of where work is being performed.
- Working towards an ARCGIS map that will overlay demographic data to determine if any protected classes are disproportionality impacted compared to other groups.
- Conducting a customer satisfaction survey to gather feedback from the public on how Maintenance is doing and include demographic questions.
- Working to ensure any additional proper translations are provided for the 72-hour notice to vacate homeless encampments on WSDOT right of way.
- Ensuring that all field staff are trained to use WSDOT's language access card.
- Providing information to the public in languages other than English based on the LEP population.
- Ensuring meaningful access to all programs and activities by LEP persons.
- Coordinating the gathering of maintenance project information and organizing the information for WSDOT's Annual Title VI G&A Report.

Megaprograms Division

Megaprograms are the four programs, in the Puget Sound area that are making multi-modal investments in partnership with local agencies on WSDOT's facilities. Megaprograms include the I-405/SR 167 Corridor, Puget Sound Gateway, SR 520 Bridge Replacement and HOV, and Alaskan Way Viaduct Replacement. We are made up of integrated teams with both WSDOT and consultant staff, and work across WSDOT with Multimodal Development & Delivery, Northwest Region, Olympic Region, Regional Transit Coordination, Toll Division and Management of Mobility to plan and implement investments.

During the environmental review process, the program includes an EJ analysis and engagement for each project-specific National Environmental Policy Act (NEPA) Environmental Assessment (EA), as well as EJ analysis and determinations for project-specific NEPA Categorical Exclusions (CE). Project-specific community engagement plans during design and construction include meaningful engagement with underserved communities.

Title VI monitoring activities in this program include:

- Continually conduct outreach to the community to keep constituents updated on Program activities, travel, and neighborhood construction effects, and on potential contract opportunities and address community questions or concerns.
- Develop a communications plan including specific EJ communication strategies for continuous and meaningful involvement.
- Document methodology, findings, and public involvement.

- Provide documentation of Title VI activities identified in the plan.
- Introduce project team members to community members at the start of projects.
- Conduct environmental review processes including Environmental Impact Statements (EISs), NEPA reevaluations, and other public environmental processes/documents.
- Ensure the inclusion of Title VI Program provisions, standard assurances, and appropriate appendices in all contracts/agreements.
- Review the implementation of the Mega Project's division to ensure activities are performed in a nondiscriminatory manner.
- Provide information to the public in languages other than English based on the LEP population.
- Ensure meaningful access to all programs and activities by LEP persons.
- Assist the Title VI specialists in gathering and organizing the reporting data for the Mega Projects Division's portion of the Annual Title VI G&A Report.

Multimodal Planning Division

The Multimodal Planning and Data Division (MPDD) is responsible for developing transportation plans, providing technical advice to regions for planning studies, and overseeing the Metropolitan Planning Organizations and Regional Transportation Planning Organizations. One of the plans developed by MPDD is the agency's federally compliant public involvement plan, which we call the Community Engagement Plan. This plan applies to all areas of WSDOT.

Data Collection

MPDD guides collection and use of demographic data for engagement purposes in chapter 3 of the Community Engagement Plan. This guidance includes direction to identify the size and location of low-income and minority populations groups, and to assess any disproportionate burdens or failure of the transportation system to meet their needs. The plan directs staff to develop individual outreach plans including demographic analysis that pays special attention to protected populations including minority, low-income, and non-English speaking populations and identifying how the agency will engage with these protected populations.

The plan suggests the U.S. Environmental Protection Agency's EJ Screen tool as an effective tool for this. EJ Screen uses data from the U.S. Census Bureau and the American Community Survey to calculate demographic data through a geospatial map interface. As a secondary source, the Community Engagement Plan directs staff to school demographic data from the Office of Superintendent of Public Instruction.

Dissemination of Title VI information

The Multimodal Planning and Data Division include Title VI information in publications, web pages, meeting materials, outreach materials, open house announcements, event sign-in sheets, and other products disseminated to the public. Eastern Region recently began providing Title VI information in large poster format at community engagement sign-in tables. The WSDOT Community Engagement Plan is presented during public meetings and the Title VI program specialists are introduced whenever possible.

Planning Process

A comprehensive transportation planning process is used to incorporate input from the public. The Community Engagement Plan is used to guide community engagement efforts. MPDD also coordinates with MPOs, RTPOs, and other planning partners to provide Title VI related information. MPDD coordinates closely with WSDOT's Office of Equity and Civil Rights and Environmental Services Office on Title VI, ADA, and Environmental Justice topics, guidance, policy, and best practices.

MPDD and regions engage the public via attendance at community meetings and events. They host planning and project development workshops, open houses and meetings, and present planning and project development on WSDOT, neighborhood, MPO, RTPO, TTPO, and local agency websites and social pages.

Title VI monitoring activities in this program include:

- Providing notices to the public, in various media formats and in languages other than English, based on the LEP population, about open houses and other opportunities to comment on the Highway System Plan and Community Engagement Plan.
- Conducting an equity analysis, as part of the Highway System Plan update, to determine the impact future funding decisions may have on communities of color, low-income populations, people with limited English proficiency, and people with disabilities.
- Conducting a review of our accessibility statements in our published reports and ensure we are meeting standards regarding LEP individuals.
- Ensuring participation of constituents impacted by the WSDOT's transportation planning processes by disseminating pertinent information to minority media and participating in roundtable meetings and other public forums in affected communities.
- Working with OECR to review the Planning Office work program, MPO Procedures Manual, process operations, and other directives to ensure compliance with Title VI program requirements and are conducted in a nondiscriminatory manner.
- Visiting Citizen Advisory Committee meetings as well as public meetings to verify the level of participation of Title VI protected group members when offered in predominantly minority communities and collect demographic data to analyze in comparison to area served.

- Providing information to the public in languages other than English based on the LEP population.
- Ensuring meaningful access to all programs and activities by LEP persons.
- Assisting the Title VI specialists in gathering and organizing the MPDD portion of the Annual Title VI G&A Report.

Project Development Division

The WSDOT Project Development Division is made up of six branches that support all modes, projects, and agency programs through policy development and guidance, as well as direct support. These offices include the Design Office, Environmental Services, Bridge and Structures, Real Estate Services, Technical Services and Research.

The key branches within the Division for Title VI compliance are Environmental Services, Real Estate Services, and Technical Services offices. The other offices are insular as far as the scope of services provided being limited to supporting WSDOT internally. All procurement of services for the Division is performed through the Consultant Services Office, described above.

Procurement and Materials Management Office

The Procurement and Materials Management Office buys goods and services via master contracts established by the Department of Enterprise Services. These contracts are re-bid or renewed on an annual or biennial basis.

Procurement Process

The Procurement and Materials Management Office ensures an efficient program for procurement and materials management by utilizing state resources in the most economical way for the purchase of supplies, equipment, and materials.

Title VI monitoring activities in this program include:

- Reviewing written translation annually for any changes and updates.
- Attending at least 10 public outreach events to promote transparent procurement opportunities.
- Ensuring all suppliers and citizens are aware of WSDOT procurement actions and program points of contact.
- Ensuring the inclusion of Title VI Program provisions, standard assurances, and appropriate appendices in all contracts/agreements.
- Monitoring and reviewing, as necessary, all Procurement and Materials Management division's operations and activities to ensure they are performed in a nondiscriminatory manner.
- Providing information to the public in languages other than English based on the LEP population.
- Ensuring meaningful access to all programs and activities by LEP persons.

- Coordinating the gathering of procurement process information and organizing the information for the Annual Title VI G&A Report.

Public Transportation Division (PTD)

The Public Transportation Program provides transportation alternatives for people who want to ride share, use bus services, ride bicycles, or use other efficient transportation choices to get around. The program utilizes state and federal (primarily Federal Transit Authority (FTA)) funding sources to enable transit agencies and other grant sub-recipients to administer and deliver capital equipment and construction projects. The program follows state and federal rules when awarding projects using an open and competitive process while complying with all requirements including Title VI.

PTD follows WSDOT's Title VI plan administered by the OECR. PTD performs an oversight role which includes site visits and periodic review of sub-recipient projects including their Title VI plan. PTD ensures that services and related benefits are distributed in an equitable manner and that no one is discriminated against or denied a benefit based on the grounds of race, color or national origin.

Title VI monitoring in this program includes:

- Reviewing transit agency Title VI plans biannually along with OECR-Title VI staff.
- Reviewing transit agencies' quarterly statistical reports (including complaints, status and actions taken; KLEP plans, et al.
- Ensuring all externally facing documents the division produces include Spanish language, ADA, and Title IV notices.
- Ensuring the inclusion of Title VI Program provisions, standard assurances, and appropriate appendices in all contracts/agreements.
- Enhancing the current Title VI analysis procedures to include a secondary analysis using the Government Alliance for Race and Equity (GARE).
- Continuing to use the newly implemented Title VI Policy Review Checklist during biennial administrative site visits and providing associated technical assistance to subrecipients.
- Reviewing PTD's procedures for conducting Title VI reviews of FTA sub-recipients (e.g., transit agencies).
- Reviewing the processes/procedures associated with development of the Statewide Human Services Transportation Plan to ensure Title VI compliance (e.g., disparate treatment/disparate impact does not result).
- Providing grantee ongoing training and technical assistance for Title VI compliance in outreach and engagement, service planning, and Decision-making.

Rail, Freight and Ports Division (RF&P)

The RF&P sponsors intercity passenger rail service, manages a short-line rail system, plans freight projects and programs, administers freight rail grant program, and delivers capital construction projects.

Title VI monitoring activities in this program include:

- Monitoring all policy, planning, marketing, public engagement, and grant operations to ensure nondiscrimination and compliance with Title VI. This applies to all work phases.
- Ensuring minorities, low-income, and LEP populations are able to provide input during the planning process of all planning projects. Statistics regarding the outreach activities will be monitored and reported.
- Working with WSDOT's Title VI office to develop strategies for conducting meaningful Project Management Reviews in the future.
- Reporting any findings, recommendations, and corrective actions to OECR.
- Ensuring the inclusion of Title VI Program provisions, standard assurances, and appropriate appendices in all contracts/agreements.
- Reviewing activities and programs to ensure that grant application and approval processes are applied uniformly and fairly.
- Providing information to the public in languages other than English based on the LEP population.
- Ensuring meaningful access to all programs and activities by LEP persons.
- Coordinating the gathering of RF&P process information and organizing the information for the Annual Title VI G&A Report.

Real Estate Services Office (RES)

The RES manages and coordinates the appraisal and acquisition of real property for transportation needs, the management of excess properties, and Relocation Assistance Services. The RES is a part of the Project Development Division.

Acquisition Process

The property acquisition process follows the Right-of-Way Manual and all applicable laws and regulations, including Title VI. The right-of-way acquisition process entails appraisal of property, negotiation of terms, conditions for acquisition, and assistance in the relocation of displaced individuals, businesses, farm operations, and non-profit organizations.

Dissemination of Title VI Information

RES apprises all affected property owners, tenants, and others involved, of their rights and options regarding negotiation, relocation, condemnation, and other aspects of the acquisition process. The Relocation program collects demographic data in a Occupancy Survey from

property owners that are relocated as a result of the project. A report is generated showing the summary of the data collected.

Limited English Proficiency

RES maintains brochures/letters in Spanish, Arabic, and Vietnamese that relate to the delivery of the RES program. The brochures and required relocation notices are available on the external RES website at <https://wsdot.wa.gov/engineering-standards/relocation-appraisal-acquisition>.

RES also hires interpreters as needed for projects that require translation to another language for documents, meetings with property owners/tenants, and public hearings. Translation services are dictated by project needs.

RES translates documents on a case-by-case basis when initial contact is made with the property owner at a project open house or at the during the appraisal or presentation of offer. If its determined that the property owners have limited English proficiency, or at the property owner's request, RES will then translate the documents appropriately. Translated copies, in various languages, of the Relocation Forms can be found at the following link: [Relocation, appraisal & acquisition | WSDOT \(wa.gov\)](#)

The RES template property needs and the brochure for the acquisition of property rights is currently offered in both English and Spanish.

Other Title VI monitoring activities in this program include:

- Ensuring that internal procedures are reviewed and updated as necessary to maintain Title VI Program compliance during all phases of the right-of-way process.
- Reviewing printed materials to ensure all appropriate Title VI language appears in the appropriate areas of the RES documents.
- Incorporating all translated documents to our document database for use on a statewide basis.
- Using interpreters and translators as necessary to ensure that those with LEP needs receive meaningful access to the Department's services.
- Monitoring and reviewing all program functions and activities for compliance with Title VI provisions.
- Providing guidance to ensure Title VI language and assurance statements are incorporated in all surveys of property owners and tenants after the conclusion of all business.
- Incorporating use of the Demographic Information form for all impacted property owners in the right of way process.

- Continuing to provide training to RES program staff and include the Title VI Specialist from HQ OECR to ensure compliance with Title VI requirements and to ensure dissemination of Title VI information to the region staff and the public.
- Verifying documents include conformance with USDOT Order No. 1020.2A. (Appendix B – deed from the United States and Appendix C – deeds, permits, and leases).
- Gathering and organizing the statistical data required for RES's portion of the department's Annual Title VI G&A Report, including awards to minority and female appraisers, number of relocations, etc.

Research and Library Services Office

The Research and Library Services Office in the Transportation Safety and Systems Analysis Division is responsible for developing research projects that include not only engineering-related projects, but other areas such as transit, transportation and environmental studies, and socio-economic analysis.

Research Development

Projects for research are prioritized based on the WSDOT's needs and availability of funding. Approximately 98 percent of all research projects are conducted by state universities and performed by graduate students under the direction of a designated research professor. Department program personnel regularly monitor research projects to ensure they are conducted in a non-discriminatory manner.

Title VI monitoring activities in this program include:

- Verifying the use of a nondiscriminatory process for the selection of grant recipients.
- Reviewing Research Office internal operational procedures, guidelines, directives, and policies to ensure compliance with Title VI requirements.
- Documenting accomplishments and promptly correct Research Office related Title VI program area deficiencies.
- Providing official representation at all Title VI training and meetings provided by OECR.
- Sharing Title VI training information with all RLS staff after representatives attend training.
- Incorporating appropriate Title VI and Language Access notices into published final research reports to accompany ADA notices.
- Ensuring the inclusion of Title VI Program provisions, standard assurances, and appropriate appendices in all contracts/agreements.
- Reviewing the implementation of the Research Program to ensure activities are performed in a nondiscriminatory manner.
- Providing information to the public in languages other than English based on the LEP population.
- Ensuring meaningful access to all programs and activities by LEP persons.

- Assisting the Title VI specialists in gathering and organizing the reporting data for the Research Office portion of the Annual Title VI G&A Report.

Toll Division

The Toll Division is responsible for managing traffic and funding major transportation projects and overseeing the operations of Washington State's tolled facilities. Its mission is to fund, develop and operate an integrated network of toll roadways and bridges that improve safety and reliability for state highway patrons. The Toll Division provides strategic leadership across the state for the advancement of tolling and other innovative methods of funding that improve the transportation system.

Title VI monitoring activities in this program include:

- Translating materials into several languages and posted online, information about how to pay tolls, the benefits of opening an account, and the new features and payment options available as part of new Good To Go! back-office system.
- Distributing materials at events, to community groups, service organizations, and social service providers.
- Employing best practices to encourage full participation of constituents impacted by the WSDOT's transportation management processes by disseminating program information to minority media and participating in roundtable meetings and other public forums in affected minority communities.
- Ensuring the inclusion of Title VI Program provisions, standard assurances, and appropriate appendices in all contracts/agreements.
- Reviewing the implementation of the Toll Division to ensure that, activities, and resources are performed and applied in a nondiscriminatory manner.
- Providing information to the public in languages other than English based on the LEP population.
- Ensuring meaningful access to all programs and activities by LEP persons.
- Assisting the Title VI specialists in gathering and organizing the Toll Division's portion of the Annual Title VI G&A Report.

Tribal Liaison Division

The WSDOT HQ Tribal Liaison Division focuses on government-to-government relations, communications, and education to help tribes and the WSDOT work effectively with each other. The HQ Tribal Liaison Division serves as a point of contact for tribes within the state of Washington and identifies additional decision makers and technical staff who can assist tribes with their questions or issues. Work related to Title VI usually involves clarifying the applicability of Title VI and Tribal Employment Rights Ordinances (TERO) in project agreements with tribes or for projects located on or near reservations.

Title VI monitoring activities in this program include:

- Ensuring that all aspects of the government-to-government relations, communications, and education processes are conducted in a nondiscriminatory manner and comply with all provisions of Title VI.
- Ensuring all staff receive training on Title VI, LEP, and environmental justice.
- Ensuring the inclusion of applicable Title VI Program provisions, standard assurances, and appropriate appendices in all contracts/agreements.
- Assisting the Title VI coordinators in gathering and organizing the tribal liaison's portion of the Annual Title VI G&A Report.

WSDOT's Ferry Division (WSF)

The WSF operates as a public entity that provides marine transportation services to state residents and visitors seeking mobility in the waters of Puget Sound. WSF operations are funded through a number of different state and federal funding sources, including the United States Department of Transportation (USDOT). Title VI of the Civil Rights Act of 1964 and the Federal-Aid Highway Act of 1973 prohibit discrimination based on race, color, and national origin, in the provision of benefits and services resulting from federally assisted programs and activities. WSF is a major recipient of USDOT funds and is therefore subject to the provisions and administrative requirements of Title VI.

The following portion of WSDOT's Title VI Plan delineates the civil rights responsibilities of WSF under the jurisdictions of FHWA and FTA. WSDOT submits a Title VI Plan (which primarily focuses on WSF's Title VI activities) to FTA every three years. It should be noted here that FTA's 2017 review of WSF's operations resulted in no negative findings related to Title VI concerns. Title VI implementation within WSF operations is divided into special emphasis program areas. Each program area represents a WSF operational element requiring assigned Title VI responsibilities.

WSF will share the same commitment to nondiscrimination as expressed in WSDOT's Title VI Policy signed by the Secretary of Transportation. Additionally, WSF will adhere to the provisions of the Standard DOT Title VI Assurances and Appendices (DOT 1050.2) as adopted by WSDOT.

All Title VI complaints originating from any of the WSF special emphasis program areas will be handled according to the approved procedures delineated in WSDOT's Title VI Plan. There are no such Title VI complaints for the current reporting period.

WSF 2040 LONG-RANGE PLAN

Washington State Ferries' Long-Range Plan recommends short-, medium- and long-term actions, investments, and service enhancements to be implemented over 20 years. The WSF 2040 Long-Range Plan was completed in January 2019. As part of the Long-Range Plan, WSF conducts a demographic analysis to better understand the communities it serves and how to reach them during the planning process. This analysis aligns with WSDOT's Community Engagement Plan, Human Services Transportation Plan, and Practical Solutions approach.

Community engagement for the Long-Range Plan includes consulting with all potentially affected community members, including those who are historically-underserved such as minority, limited-English proficient (LEP), and low-income community members.

The Long-Range Plan demographic analysis and community engagement findings serve as a foundation for all subsequent community engagement plans as projects and service changes, recommended in the plan, are implemented.

ORIGIN-DESTINATION SURVEY

WSF conducts a comprehensive, system-wide travel survey approximately every 7-10 years to help inform service planning to meet future travel patterns, future capital investments and how WSF can better understand and meet the needs and travel patterns of its customers. This 'origin-destination survey' includes demographic questions to help assess the characteristics of ferry riders and to support future service decisions. The survey collects data on income, age, race, gender and ethnicity for individual routes and travel corridors with the ferry system.

WSF VESSEL ENGINEERING AND MAINTENANCE DEPARTMENT

The WSF's Vessel Engineering and Maintenance Department is responsible for the administration of WSF's vessel construction, preservation, and maintenance contracts with private shipyards.

Construction Process

The Vessel Engineering and Maintenance Department is responsible for developing an efficient program for vessel construction, preservation, and maintenance using human, equipment and material resources in the most economical way possible. The Vessels Department also sets policy and provides guidance and oversight for the decentralized administration of vessel construction and maintenance projects. WSF's Contracts and Legal Services Department advertises and awards all contracts to private shipyards.

Title VI monitoring activities in this program include:

- Reviewing activities and programs to ensure nondiscrimination in all aspects of vessel construction, preservation, and maintenance.
- Including appropriate Title VI provisions, standard assurances, and appropriate appendices in all projects, contract advertisement, and award letters.
- Coordinating the gathering of vessel construction/maintenance data for the Annual Title VI G&A Report.

Vessel Maintenance

The WSF Vessel Maintenance Office is responsible for the development of a program that ensures reliable and safe vessel service.

Maintenance Process

The WSF's Vessel Engineering and Maintenance Department provides guidance and oversight for the administration of system-wide vessel maintenance projects. A major Department priority is to preserve existing assets and provide support to the Operations Department to provide a safe and reliable service to the public.

Title VI monitoring activities in this program include:

- Monitoring all vessel maintenance activities to ensure nondiscrimination.
- Reviewing activities and programs to ensure that vessel maintenance efforts and resources are applied uniformly and fairly.
- Reviewing all projects for the application Title VI program requirements.
- Including Title VI provisions, standard assurances, and appropriate appendices in every contract/agreement, contract advertisements and award letters.
- Providing information to the public in languages other than English based on the LEP population.
- Coordinating the gathering of vessel maintenance information for the Annual Title VI G&A Report.

WSF TERMINAL ENGINEERING DEPARTMENT

WSF's Terminal Engineering Department is responsible for developing an efficient program for ferry terminal construction, preservation and maintenance using human, equipment, and material, resources in the most economical way possible. The Department also performs studies to assess various environmental factors as they relate to project development, which include social and economic elements. The Department also provides technical support to WSDOT Regions that may be involved during the project development process.

Design Process

Economic, social, topographic and environmental impacts of a proposed project are key factors weighed in location consideration. Federal, state, local and departmental policies and procedures require that public hearings and/or informational meetings be held to give all citizens an opportunity to obtain information and express their opinions on proposed project locations. Special efforts will be made to inform members of minority communities of public hearings and other public involvement activities. These efforts include public notices in minority newspapers and selection of accessible locations and times for public hearings.

Title VI monitoring activities in this program include:

- Ensuring that all aspects of a project's location selection process comply with the nondiscrimination requirements of Title VI.
- Seeking input from all affected populations, including minority, and low-income persons.
- Developing mechanisms to gather demographic data to identify populations affected by WSF activities.

- Promoting equal access to public consultation forums regarding the location selection process.
- Providing notice of public consultation forums in minority newspapers, online media, newsletters, and in languages other than English based on the LEP population.
- Gathering and maintaining required Title VI compliance documentation and statistical data.
- Monitoring all project functions to ensure compliance with Title VI requirements.
- Reviewing the attendance records for public consultation forums to ensure the participation of affected minority and low-income communities.

Construction and Maintenance

The Terminal Engineering Department is responsible for contract administration, construction inspection, and engineering support for ferry terminal construction, preservation, and maintenance efforts. The Department also has a responsibility to follow statewide policy as well as establish and follow policy specific to the administration of terminal construction, preservation, and maintenance contracts.

Title VI monitoring activities in this program include:

- Review activities and programs to ensure nondiscrimination in all aspects of the terminal construction and maintenance process.
- Review all federally funded projects for the application of DBE program requirements.
- Include Title VI provisions, standard assurances, and appropriate appendices in every contract/agreement, contract advertisements and award letters.
- Coordinate the gathering of Terminal Construction information for the Annual Title VI G&A Report.
- Monitoring Title VI compliance at all levels of the federally assisted terminal construction and maintenance process.

WSF Training and Development Department

The WSF's Training and Development Department provides overall training program administration within WSF. The Department provides training required to comply with federal, state, and international law. The Department also provides other necessary training to enhance both the technical and general skills of WSF personnel and the safety and health of the WSF workforce. The Department interfaces with WSDOT Office of Human Resources and its Staff Development Office to provide NHI and engineering training, employee development, and management development training, as appropriate.

Education and Training Process

A training matrix, a list of training courses that are required or recommended, has been established for every major job classification within WSF. WSF managers can access upcoming courses and register employees as training needs arise.

Non-Merit system employees will receive training appropriate to their current job duties, their safety and health, changes in policy and procedures, and to comply with all federal, state, and international laws. The WSF Training and Development Department will monitor these requirements within WSF and schedule classes when necessary.

Title VI monitoring activities in this program include:

- Ensuring that all employees have equal access to training appropriate to their position or assignment.
- Annually review and revise directives and manuals to ensure adherence with Title VI requirements.
- Creating a policy/guideline for the selection of participants interested in taking Title VI workshops, to ensure that no one is denied participation or subject to discrimination on the basis of race, color, or national origin.
- Exploring methods to survey participants of Title VI and related subjects, workshops, trainings, webinars, orientations and/or seminars, in order to gather demographic data of public employees who have taken these orientations.
- Maintaining program administration documentation and data necessary for the preparation of the Annual Title VI G&A Report, including attendance data for all formal training conducted.

Title VI Data Collection

Program areas are responsible for collecting data on race, color, national origin, and language spoken other than English as it pertains to their potential interaction with the public.

To standardize data for year-to-year comparisons, each program will use the following benchmarks in its data collection:

- Number of Title VI Complaints filed with WSDOT
- Number of completed investigations with findings
- Number of planned and completed WSDOT reviews
- Number of current, planned, and completed WSDOT subrecipients
- Number of planned and completed training sessions
- Percentage of population that does not speak English proficiently
- Number of languages other than English used by the population
- Number of translation services provided
- Number of interpreter services provided
- Cost of translation and interpreter services provided
- Percentage of population living in poverty
- Percentage of population age 65 and older

- Percentage of population that identified as minority

Whenever possible, the data will be disaggregated to the regional and census tract level to ensure that Title VI compliance is occurring across all WSDOT regions and not just on a statewide basis.

Established sources of data and analysis tools used include:

- [U.S. Census Data](#)
- [EJScreen](#)
- School district information
- Direct surveys
- Management systems (pavement and congestion)
- Land use plans
- Geographic Information Systems
- MPO transportation models

LEP Data Collection

WSDOT program areas regularly capture data elements or sets when implementing and/or maintaining activities, encounters, events, programs, projects, or services provided by WSDOT. Data collection includes, at a minimum:

- Primary non-English language of the population in the project impact or service area(s).
- Primary non-English language of customers served (e.g. number of drivers affected).
- Number of LEP individuals, by language group, who requested or received spoken language services.

Data Analysis

Each program area is responsible for analyzing the data annually to identify and address any trends or patterns of discrimination or protentional for discrimination. Each program area is also responsible for analyzing the data collected and recommending corrective action, as appropriate to OECR.

Types of analysis to address compliance with Title VI include:

- Distribution of benefits (dollars, facilities, systems, projects) by groups and communities;
- Allocation of funds by mode (highway, bus, etc.);
- Impact of investments on income, race, color, national origin, sex, age and disability groups;
- Persons included in the decision-making process;
- Projected population increases versus planned facilities and type of facilities;

- Impacts of the location of existing or proposed facilities connected with a project;

WSDOT Regional Offices

The regional offices have oversight responsibilities to ensure that all of their special emphasis program areas comply with Title VI requirements within the region. The regional offices coordinate efforts with OECR and HQ Title VI liaisons to ensure Title VI compliance. Regional offices provide data, statistics and information regarding Title VI compliance to their respective HQ offices for inclusion in WSDOT's various Title VI monitoring, compliance and reporting activities.

Sub-recipient Review Procedures

Title VI Plan for LPAs

LPAs with populations of 75,000 or more must individually create a Title VI Plan in accordance with the Local Agency Guidelines (LAG) Manual, Section 28.2, available online.

Instead of a Title VI Plan, LPAs below 75,000 in population may execute a 'Letter of Intent to Comply with WSDOT Title VI Plan,' Appendix 28.92 in the [LAG Manual](#), in order to be eligible for federal funding. Execution of the Letter Intent means the entity has agreed to:

- Provide and maintain a Title VI policy statement;
- Execute a signed Standard Assurances (USDOT 1050.2a) annually, updating within 30 calendar days of leadership or Title VI organizational changes;
- Comply with WSDOT requirements in all contract documents and agreements;
- Designate an employee suitable to serve as the LPA's Title VI Coordinator;
- Provide the public notice of their rights against discrimination under Title VI and how to file a Title VI discrimination complaint (includes LEP notices, when applicable);
- Follow WSDOT policy/procedures for handling Title VI complaints, following WSDOT process for reporting informal and formal complaints to WSDOT;
- Participate in WSDOT Title VI training annually;
- Train the LPA's transportation-related staff on Title VI requirements;
- Collect statistical data (race, color or national origin) of participants/beneficiaries for the life of each program, service, facility and project;
- Stimulate and invite public involvement to assure projects/services/activities include input from minority and low-income populations within the LPA's service area; and,
- Comply with all Title VI requirements as outlined in Chapter 28 of the LAG Manual.

Sanctions

In the event an LPA fails or refuses to comply with the terms of the Letter of Intent or Title VI Plan, WSDOT may take any or all of the following actions.

- Cancel, terminate or suspend the agreement completely or in part.
- Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until WSDOT has satisfactory assurance of future compliance from the LPA.
- Take such other action deemed appropriate under the circumstances, until LPA complies or remedial action completed.
- Refer the case to the USDOJ for appropriate legal proceedings.

Subrecipient Review Process

In addition to the internal monitoring, WSDOT is responsible for developing and implementing an effective external monitoring program. In accordance with 23 CFR, 200.9(b)(7), OECR conducts reviews of LPAs, universities, colleges, planning agencies, and other recipients of federal aid. WSDOT provides technical assistance to subrecipients in the process of achieving program compliance and periodically verifies Title VI program criteria with onsite reviews and/or desk reviews.

Planning Agencies and other Subrecipients

The Multimodal Planning Division [MPD] has oversight responsibility for federal transportation planning funds. Through an interdisciplinary approach, they foster and participate in necessary Title VI training for planning staff, MPO boards/staff, and RTPO boards/staff. OECR works with MPD by providing Title VI guidance in accordance with FTA Circular 4702.1B during RTPO/MPO scheduled reviews. Appendix A of the Circular contains a checklist of Title VI program requirements.

LPAs

The resource to assist LPAs understand and comply with the Title VI requirements is Chapter 28 of the LAG Manual.

Onsite Compliance Review selection process

OECR will use a risk-based approach to identify a sample of LPAs receiving federal highway funds with the greatest potential to affect those groups covered by Title VI. Criteria for identifying LPAs for review may include the following:

- Complaints
- Population of agency
- Number of WSDOT Funded Projects
- Number of Limited English Proficiency Populations
- Issues frequently identified as problems faced by program beneficiaries;
- Geographical areas WSDOT targets because of known problems beneficiaries are experiencing or because that area has not been visited for some time;

- Issues raised in a complaint or identified during a complaint investigation;
- Problems identified by community organizations or advocacy groups that cite actual incidents to support their concerns;
- Problems identified by its subrecipients; and/or,
- Problems identified by other state, federal, or local civil rights agencies.

OECR works with the Local Programs Division in obtaining a list of its current local government projects and ensures the review of a diverse group with varying funding amounts.

Notification

WSDOT notifies LPAs in writing of an onsite compliance review at least 30 calendar days in advance. The notification letter will include an itemized listing that outlines the major Title VI elements requiring supporting documentation. The LPA shall submit supporting documentation to OECR-Title VI within 30 calendar days of the date of the notice.

Findings

The Title VI Coordinator will review the documents and information submitted by the LPA. OECR will prepare a report of findings, including corrective actions, if applicable. The LPA will be given 90 days to develop and submit to OECR a voluntary correction plan. After the LPA corrects all deficiencies, OECR will provide written notification if it is in compliance. When an LPA does not correct the deficiencies or fails to submit a corrective plan, it may be subject to sanctions including the suspension of federal funding. If there are no deficiencies, the report of findings may provide recommendations for strengthening the LPA's Title VI Program.

Follow-up Monitoring

OECR-Title VI will determine the need for additional monitoring to obtain a compliant status and ensure ongoing compliance with Title VI/Nondiscrimination requirements. OECR may conduct follow-up reviews to ensure the LPA has complied with the noted deficiencies.

Data Collection/Reporting/Analysis

Statistical data on race, color, and national origin, of participants/beneficiaries of WSDOT's programs, is gathered and analyzed by relevant program areas as a function of their Title VI, EJ, and LEP responsibilities. In addition to collecting data, each federal program area is responsible for using this data to identify and address any trends or patterns of discrimination. Data collection is vital in ensuring that transportation programs, services, facilities and projects effectively meet the needs of all persons. Data analysis is instrumental in WSDOT's efforts to ensure equitable distribution of transportation benefits/investments, avoid, minimize or mitigate disproportionate effects associated with transportation decision-making, determine language access needs (and develop appropriate communications strategies), and eliminate unlawful discrimination and mitigate protracted discriminatory effects.

Each program area is responsible for collecting Title VI/Nondiscrimination-related data and analyzing the data annually to identify and address any trends or patterns of discrimination. Data collection is key to ensuring that transportation programs, services, facilities and projects

effectively meet the needs of “all persons” without discrimination (i.e., disproportionately benefiting or harming one group over another is a violation of Title VI.) Based on Title VI implementing regulations, each program area is required to:

- Provide for the collection of data and information to demonstrate effective enforcement of Title VI;
- Collect data about beneficiaries;
- Analyze the data and information collected;
- Identify potential discrimination and work with OECR to eliminate if found;
- Take affirmative measures to ensure nondiscrimination.

To standardize data for year-to-year comparisons, will use the following benchmarks in its data collection:

- Number of Title VI Complaints filed with WSDOT
- Number of completed investigations with findings
- Number of planned and completed WSDOT reviews
- Number of current, planned, and completed WSDOT subrecipients
- Number of planned and completed training sessions
- Percentage of population that does not speak English proficiently
- Number of languages other than English used by the population
- Number of translation services provided
- Number of interpreter services provided
- Cost of translation and interpreter services provided
- Percentage of population living in poverty
- Percentage of population age 65 and older
- Percentage of population that identified as minority

Whenever possible, the data will be disaggregated to the regional and census tract level to ensure that Title VI compliance is occurring across all WSDOT regions and not just on a statewide basis.

Data Collection

Program areas are responsible for collecting data on race, color, national origin, sex, age, and disability as it pertains to their potential interaction with the public. Additional data can include language spoken other than English and income status. OECR will work individually with each program area to develop a collected data set which will support the Title VI questionnaire for reporting to FHWA.

Established sources of data and analysis tools used include:

- U.S. Census Data
- School district information
- Direct surveys
- Management systems (pavement and congestion)
- Land use plans
- Geographic Information Systems
- MPO transportation models

All economic and demographic data used by WSDOT comes from reliable governmental sources responsible for collecting and vetting the information for consistency and accuracy. This data is used in WSDOT's Title VI compliance reports to federal transportation agencies.

Reporting

Internal Title VI reviews are performed annually as a Title VI questionnaire. The annual questionnaire includes general questions regarding Title VI complaints, Title VI training and questions specific to each program, such as:

- Describe the division's procedures on identifying and reporting external Title VI complaints of discrimination.
 - If none, describe efforts to develop procedures.
- Does the Division distribute Title VI information to the general public?
- Does the Division contract out for services?
 - If so, please provide a copy of three different contracts.
- What efforts have been taken to overcome language barriers in all activities of the Division based on data and analysis?
- What Title VI training has the Division staff attended?

Once the Title VI liaisons are informed of the questionnaire due date, they will work directly with the Title VI specialists to complete the questionnaire and provide any additional requested information. OECR will work with the federal program areas to identify which data needs to be analyzed from the questionnaire responses. Data analysis results will be included in the Annual G&A Report. The data will be disaggregated to the regional level to ensure compliance is occurring across all WSDOT regions.

Analysis

Once the Title VI data is collected, the data must be analyzed for identifying patterns of discrimination or the potential for discrimination. Each program area is responsible for analyzing the data collected and recommending corrective action, as appropriate to OECR. A pattern of discrimination may result from a specific process, or as the result of a process or procedure being implemented in a discriminatory manner.

When determining compliance with Title VI, each program area may consider the following:

- The way services are or will be provided and the related data necessary for determining whether any persons are or will be denied such services on the basis of their protected class as defined by Title VI authorities;
- The population eligible to be served by race, color and national origin;
- The location of existing or proposed facilities connected with the program, and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any persons on the basis of prohibited discrimination;
- The present or proposed membership by race, color and national origin, in any planning or advisory body which is an integral part of the program; and
- Where determination of location is involved, the requirements and steps used or proposed to guard against unnecessary impact on persons on the basis of race, color and national origin.

Types of analysis to address compliance with Title VI include:

- Percent of benefits allocated to persons below the poverty line versus persons above the poverty line;
- Distribution of benefits (dollars, facilities, systems, projects) by groups and communities;
- Allocation of funds by mode (highway, bus, etc.);
- Impact of investments on income, race, color, national origin, sex, age and disability groups;
- Projected population increases versus planned facilities and type of facilities;
- Impacts of the location of existing or proposed facilities connected with a project;
- Alternatives to modes, locations, and types of facilities;
- Language assistance needs assessment;
- Transportation needs of all persons within boundaries of plans or projects;
- Persons included in the decision-making process;
- Strategies to address impacts and develop mitigation;
- Priorities for investments;
- Sources for financing investments, and
- Strategies to disseminate information.

Title VI Training

WSDOT's Title VI training consists of presentations to internal and external audiences statewide. A summary of training conducted is reported in the Annual G&A Report. Individual and targeted training sessions have been conducted to benefit specific geographic areas, entities, or program

areas upon request. If any Region, Division, LPA, or external partner would like to request additional training, they may do so by contacting TitleVI@wsdot.wa.gov and OECR will work with them to schedule their training. Additional training materials can also be found on our [Title VI webpage](#) and our [Title VI and EJ SharePoint site](#).

OECR developed and posted online trainings that will reach and engage a larger audience. In-person trainings will not be discontinued but will likely be fewer in number if demand decreases due to the online trainings.

OECR conducted annual individual trainings for each program area to review their Title VI, EJ, and LEP responsibilities December 2022 through August 2023. OECR will provide monthly Q & A sessions for Title VI liaisons to address any questions or issues around Title VI, EJ, or LEP.

OECR worked with Human Resources to develop a mandatory online Title VI training for all new WSDOT Personnel. This training provides an overview of general responsibilities around Title VI, EJ, and LEP, as well as an overview of WSDOT's Title VI program.

OECR provided an all-staff training on understanding, identifying, categorizing, and translating vital written documents. A recording of the webinar was posted to our [Title VI and EJ SharePoint site](#).

OECR provided training to all WSDOT staff to give an overview of Title VI, EJ and LEP responsibilities, as well as WSDOT's Title VI program. A recording of the webinar was posted to our [Title VI webpage](#).

OECR will continue to provide additional training on Title VI, EJ, and LEP responsibilities to LPAs, region, and program area liaisons when requested.

OECR will continue to provide bi-monthly reviews, trainings, and/or Q&A sessions for region and program area liaisons to go over their annual Goals and Accomplishments report.

WSDOT recorded and posted to its [Environmental Training webpage](#) an online Title VI webinar training, in conjunction with Communications and the Environmental Justice divisions, along with a Limited English Proficiency webinar.

OECR will continue to provide an online training of basic Title VI responsibilities for LPAs.

OECR will work to provide an additional more in-depth biannual training on threshold/representation analysis, barrier analysis, and selection analysis for program staff and Title VI liaisons.

OECR continue to work with program areas to tailor Title VI data collection and analysis to fit the programs specific book of business.

Environmental Justice (EJ) Analysis

WSDOT strives for a holistic approach to Environmental Justice issues. OECR works with the program areas to consider economic and social effects of it'. Each program area's process will include the following:

- Defining the project and conducting demographic analysis.
- Developing a communications plan including specific EJ communication strategies for continuous and meaningful involvement.
- Identifying potential impacts, mitigation and benefits.
- Documenting methodology, findings and public involvement.

Community Engagement

Federal law, state law, and WSDOT policy require community engagement in WSDOT's transportation decision-making. To aid in this effort, WSDOT has developed a Community Engagement Plan (CEP) which is available at the following link: [WSDOT Community Engagement Plan-2016 Update](#).

The CEP provides guidance to WSDOT employees and the public on the agency's public involvement processes. It also provides strategies and recommendations for collecting and using demographic data, and details tailoring outreach activities to traditionally underserved populations.

The objectives identified in the CEP relevant to Title VI requirements can be summarized as:

- Nondiscriminatory processes and activities.
- Early and continuous public involvement.
- Inclusionary practices in activities and notifications.
- Consideration of the needs of the traditionally underserved.
- Collaboration with other agencies, tribal and local governments, private sector representatives and other officials.
- Convenient and accessible meeting times and locations.
- Reasonable access to information.
- Timely notice of engagement activities, including review periods.
- Acknowledgment and consideration of public comments.

Failing to account for variety in cultural expectations, language, literacy, or income and affordability can create barriers to full participation. In order to have participation that can ultimately inform decision-making, WSDOT shall identify the area demographic(s) and develop an effective approach for outreach and communication. WSDOT recognizes that outreach strategies that are culturally sensitive and tailored to the affected community can help achieve meaningful participation. Strategies, best practices, and other tools can be found within the CEP.

Tribal Consultation and Coordination

Federal regulations require WSDOT to conduct government-to-government consultation with tribal governments of federally recognized Native American Tribes in our transportation planning and program/project activities. WSDOT maintains government-to-government relations with 34 federally recognized tribal governments. The WSDOT Model Comprehensive Tribal Consultation Process for the National Environmental Policy Act provides comprehensive guidance on consultation processes and recommended consultation activities for each type of project under the NEPA review (i.e. CE, EA and EIS). The model is available on WSDOT'S Environmental Services Office webpage: <https://wsdot.wa.gov/sites/default/files/2021-10/TribalManual.pdf>.

Program Area Reviews

WSDOT's Title VI specialists facilitate compliance with Title VI through annual program area reviews.

Program area reviews assess efficacy pertaining to:

- Self-monitoring and corrective action.
- Documentation and reporting of Title VI activities.
- Implementation of Title VI information and vital documents in languages other than English.
- Data collection used to assess high and adverse impacts on EJ populations.

WSDOT Title VI Specialists determine the effectiveness of program activities by first gaining an understanding of the policies/procedures associated with each program area. The Title VI Specialists work with the Title VI Liaison in each program area to ensure that program policies and procedures are compliant with Title VI. If Title VI staff identify policies or procedures that could lead to disparate treatment/disparate impact, they will work with the Title VI Liaison to correct the deficiency. Title VI staff and program liaisons will then monitor the corrective action to see that it has resulted in the desired effect. The period for completion of a corrective action typically does not exceed 90 days.

Collecting information from program areas with Title VI, LEP or EJ activities is essential to WSDOT being able to ensure that its policies, programs, and activities are inclusive and nondiscriminatory, and also aids in compiling its annual Title VI G&A Report. Title VI specialists gather information from Title VI liaisons through a Program Area Review Questionnaire. The questionnaire includes general questions regarding Title VI complaints, employee Title VI training and questions specific to each program. The Title VI coordinator monitors the progress of Program Area Reviews to ensure timely completion and assists liaisons looking for more guidance on these reports. WSDOT data reviewed in prior years has been instrumental in identifying resources and establishing uniform practices.

In accordance with 23 C.F.R. § 200.9 (b) (5), OECR Title VI staff will conduct two program area reviews on an annual basis. Criteria used in selecting the program area for review may include:

- Changes in program policies/procedures.
- Title VI complaints, concerns, or questions by internal or external parties.

- Deficiencies or observations identified in recent FHWA Program assessments or reviews.
- Program area not reviewed in five-plus years.

Deficiencies in a program will result in Title VI staff providing the program area with guidance in developing an action plan to address necessary corrective actions, or procedural or organizational changes. As with general program area reviews, Title VI liaisons will support Title VI staff in ensuring that program areas apply corrective actions expeditiously. The results of these processes will appear in the Title VI/Nondiscrimination Program Process Reviews portion of the Annual G&A Report.

Complaint Procedures

External Complaint Procedures for Federally Assisted Programs and Activities

External complaints alleging violations of Title VI involve a program or activity administered by WSDOT through LPAs, contractors, or other sub-recipients of USDOT financial assistance. These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964, including its DBE, EEO, and OJT Program components, and supplemental nondiscrimination statutes and regulations including the ADA.

Intimidation or retaliation is prohibited by Title 49, Code of Federal Regulations, Part 21.11 (e). The procedures do not deny the right of a complainant to file formal complaints with other state or federal agencies or to seek private counsel for complaints alleging discrimination. These procedures are part of an administrative process, which do not provide for remedies that include punitive damages or compensatory remuneration for the complainant.

Per 49 C.F.R. § 21.11 (d) (1), WSDOT will make every effort to obtain early resolution of a complaint at the lowest level possible. Where appropriate, WSDOT will seek guidance from the USDOT modality with jurisdiction over the matter.

Investigators will make every effort to pursue a resolution of a complaint. To that end, investigators may exercise the option of informal mediation meeting(s) between the affected parties, at any stage of the process. Initial interviews with the complainant and the respondent will inform the investigator with opportunities for redress or settlement.

WSDOT will not investigate complaints that name WSDOT as a respondent. With respect to these matters, WSDOT will refer the complaint to the USDOT modality with the appropriate authority and jurisdiction over the program or activity referenced in the complaint.

Complaint Procedures - See [Appendix 7 - Procedures for External Complaint Processing](#)

Public Dissemination of Title VI Information

Printed Material

WSDOT includes an abbreviated Non-discrimination Policy Statement on various outreach materials, including the “Reaching out to our Communities: Environmental Justice at the

Washington State Department of Transportation” flyer, WSDOT reports, folios, brochures, posters and other materials printed for public distribution. WSDOT’s manuals are available online at: <https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/manuals>.

Internal guidance on use of Title VI language in publications is included in WSDOT’s Communication Manual and on the intranet Graphics Communications webpage.

WSDOT has updated its Title VI brochure. It is available on the website at <https://wsdot.wa.gov/about/title-vi-limited-english-proficiency> and at WSDOT offices. See Appendix 6. The Title VI brochure is placed in public areas at all WSDOT facilities.

Websites and Links

The Accessibility/Title VI link is embedded in WSDOT’s website templates, and the link appears in the footer on every webpage. Related information such as Title VI policy and that pertaining to the OECR are displayed in the left navigation panel.

WSDOT’s web standards, provided in the Communications Manual, include guidance on accessibility, adding alternative text to images and graphics, etc. It is available on WSDOT’s external website at: <https://www.wsdot.wa.gov/publications/manuals/fulltext/M3030/Communications.pdf>. WSDOT’s LEP plan has been updated. It is accessible online at <https://wsdot.wa.gov/sites/default/files/2021-12/OECR-WSDOT-LEP-Access-Plan2.pdf>.

Review of State Transportation Agency Directives

WSDOT incorporates Title VI policy and mission statements into its procedures and manuals. Additionally, by conducting Title VI/Nondiscrimination Program Process Reviews, OECR’s Title VI program ensures that Title VI requirements are included in program area directives and that Title VI/Nondiscrimination statements are included in contracting, procurement, and other transmissions.

OECR will continue to encourage divisions and regions to work with OECR in reviewing any public communication and outreach materials. The Title VI Coordinator, as part of the agency’s review team, checks all procedure and manual revisions for compliance with Title VI. These include materials such as the Highway System Plan, WSF 2040 Log Range Plan, and program brochures and flyers.

Title VI/Nondiscrimination clauses from the USDOT Standard Title VI Assurances are included in all contracts as mandated by Title VI of the Civil Rights Act of 1964, including language contained in Appendices A through E.

Compliance and Enforcement Procedures

This section outlines Title VI Program compliance and enforcement procedures to eliminate and address discrimination, and resolve deficiencies when noncompliance occurs.

Process to Identify/Eliminate Discrimination

WSDOT will actively pursue the prevention of Title VI deficiencies and will take the necessary steps to ensure compliance with all administrative program requirements. To further the ability to identify and eliminate patterns of discrimination, OECR will ensure that staff, sub-recipients and beneficiaries are educated and informed regarding Title VI roles and responsibilities. Currently, quarterly meetings are held with WSDOT Title VI liaisons and training webinars related to Title VI compliance have been developed and posted to WSDOT's website.

To ensure compliance and enforcement procedures, OECR:

- Conducts compliance reviews.
- Provides technical assistance in the implementation of the Title VI program.
- Implements corrective action to correct deficiencies.

Deficiencies found through a compliance review are in written form. Efforts to secure voluntary compliance are undertaken in every noncompliance situation and are pursued through each enforcement action. OECR provides technical assistance and guidance to remedy instances of noncompliance and to ensure effective Title VI implementation and enforcement. Failure or refusal to comply with Title VI requirements may result in OECR initiating available administrative remedies.

OECR has completed its internal review of WSDOT's Real Estate Services Office, as well as its review of WSDOT's Communications Division. OECR has made internal reviews part of its standard operating procedures and will eventually review all WSDOT regions and divisions.

Process to Resolve Deficiencies Identified By FHWA

Compliance with Title VI requires the Washington State Department of Transportation (WSDOT) to take prompt action to achieve voluntary compliance in all instances in which deficiencies are found by FHWA. WSDOT's OECR will lead efforts to correct any deficiencies found by FHWA within a reasonable period of time not to exceed 90 days. WSDOT will make every effort to sustain a Title VI program in compliance with USDOT's Standard Title VI Assurances, including Appendices A-E.

Limited English Proficiency (LEP)

An LEP individual is a person who does not speak English as his or her primary language and who has a limited ability to speak, read, write, or understand English. An LEP customer may also be an individual with a disability, who, due to the disability, has a limited ability to communicate in English.

Title VI of the Civil Rights Act of 1964 prohibits discrimination based on national origin. This type of discrimination may be manifested by an agency's failure to provide meaningful access to individuals who have LEP. Executive Order 13166 (E.O. 13166) - Improving Access to Services for Persons with Limited English Proficiency - supplements an existing obligation under Title VI.

E.O.13166 requires federal agencies to examine the services they provide, identify any need for services to LEP customers, and develop and implement a system to provide those services so LEP persons can enjoy meaningful access. USDOT obligations extend to all USDOT funding recipients. All WSDOT division and project directors, and Title VI program liaisons are responsible for ensuring that meaningful services to LEP persons are provided in their respective divisions or projects.

WSDOT Language Access Plan (LAP)

WSDOT OECR is responsible for the administration, compliance, monitoring and oversight of the LAP. WSDOT's LAP is available on the website at the following link: [Language Access Plan](#).

WSDOT's LAP is designed to guide WSDOT's divisions, program areas and regional offices in acquiring translation, interpretation, and outreach services for LEP individuals seeking access to WSDOT programs. All directors, managers and Title VI program liaisons are responsible for ensuring that LEP individuals have meaningful access to services provided in their respective regions, divisions, and offices.

OECR Title VI program staff are apprised of LEP guidance needs through regular communications with Title VI liaisons and through the annual Program Area Review questionnaire found in the Annual G&A Report. Monitoring and direct evaluation of methods for language service needs are activities left to each respective division or project. Conclusions from these communications are reported to FHWA through the Annual G&A Report.

LEP Data Collection

WSDOT program areas regularly capture data elements or sets when implementing and/or maintaining activities, encounters, events, programs, projects, or services provided by WSDOT. Data collection includes, at a minimum:

- Primary non-English language of the population in the project impact or service area(s).
- Primary non-English language of customers served (e.g. number of drivers affected).
- Number of LEP individuals, by language group, who requested or received spoken language services.

Data collected by region or program area is submitted annually to OECR (reporting period based on FFY October 1 to September 30). OECR, through the Annual G&A report, gauges the effectiveness of the implementation policies contained in the LAP and highlights WSDOT's best practices. When assessing specific LEP policies and procedures, OECR staff look to see whether regional or program staff are receiving LEP training and whether their activities demonstrate an overall adherence to the LAP.

Implementation of the Four Factor Analysis

As a recipient of federal funding, WSDOT must take reasonable steps to ensure LEP individuals have meaningful access to the information, programs, and services it provides. In determining reasonable steps, four factors are considered:

1. The number and proportion of LEP individuals in the eligible service area,

2. The frequency with which LEP individuals come in contact with the program,
3. The importance of the service(s) provided by the program, and
4. The resources available to the WSDOT.

USDOT Policy Guidance gives recipients substantial flexibility in determining what language assistance is appropriate based on the four factors listed above.

For more information on the Four Factor Analysis, OECR has provided and posted a flyer for WSDOT's [internal procedures for translation services](#) on OECR's [Title VI webpage](#), as well as post links to FHWA's Four Factor webpage and additional training materials to OECR's [Title VI and EJ SharePoint site](#). Additionally, OECR will continue to work with and provide bi-monthly training to Title VI liaisons to ensure they have sufficient resources and training to inform and direct their staff to conduct the Four Factor analysis when needed.

Further clarification is provided below for performing a self-assessment using the Four Factor Analysis:

1. **Demographics** - The decision to provide language assistance services should include an assessment of the number or proportion of LEP individuals from a particular language group served or encountered in the surrounding community area. The greater the number or proportion of LEP individuals served or encountered, the more likely language services are needed. Generally, identifying any community where the LEP population is greater than five percent of the total or more than 1,000 LEP individuals automatically triggers providing language assistance services as a mandatory and an integral part of program operations.
2. **Frequency of LEP Contact** - WSDOT regions and program areas shall take into consideration how often various language groups come in to contact with a LEP customer. The greater the contact frequency, the greater the need for enhanced language services. For example, frequent contact with Spanish-speaking individuals who are LEP may require bilingual Spanish-speaking staff. Less frequent contact with other language groups may suggest a different approach. For programs where public outreach or public involvement is central to the mission, staff should consider targeted outreach to LEP individuals in order to increase the frequency of contact with these groups.
3. **Nature and Importance of the Services Provided** - Beyond looking at demography and frequency of contact, a consideration of the nature and importance of programs, activities, and services that directly affect that population is required. As a rule, the more important the activity, information, service, or program, or the greater the possible consequences of the contact to the LEP individual, the more likely language services should be provided. Procedures must mitigate or correct the denial or delay of access to vital services, benefits, or information to LEP customers. Regular analysis and review of documents is important in determining language access.

Programs should consider what documents could be considered "vital" to access program services or benefits. Examples of vital documents may include:

- Documents critical for accessing services or benefits
- Letters requiring a response from a customer
- Documents informing customers of free language assistance
- Documents of legal significance (e.g. notification of rights)

4. **Available Resources** - At a minimum, WSDOT will identify the resources available to ensure that language assistance to LEP individuals will be provided to ensure equal access. The demographics frequency and importance of contacts will dictate the level of language services provided. Some language services can be provided at little or no cost, such as using community volunteers or bilingual staff as interpreters. Each program area should carefully consider the most cost-effective methods of delivering language access services.

Environmental Justice (EJ)

In alignment with Title VI of the Civil Rights Act (1994), Executive Order (E.O.) 12898 (1994), E.O. 14096 (2023), subsequent US Department of Transportation (USDOT) and Federal Highway Administration (FHWA) guidance, and the state's environmental justice law [2021, referred to as the Healthy Environment for All (HEAL) Act], WSDOT acknowledges Environmental Justice (EJ) must be integrated in all areas of our agency. Our agency is mandated to address disproportionately high and adverse environmental and health impacts of our programs, policies, rules, budget decisions and actions by prioritizing the equitable distribution of resources and benefits while eliminating harms.

Strategies to address environmental and health impacts of WSDOT's activities or programs should include, but not be limited to:

1. Avoiding, minimizing, or mitigating disproportionately high and adverse human health, social, economic, and environmental effects on minority populations and low-income populations;
2. Ensuring full and fair participation in the decision-making process by all potentially affected communities in the transportation process; and
3. Providing full and prompt benefits, by preventing the denial of, reduction in, or significant delay in the receipt of benefits by minority populations and low-income populations.

Multiple definitions for Environmental Justice (EJ) exist from federal and state mandates. These definitions include:

EO 12898 (1994): "shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations"

EO 14096 (2023): "Environmental justice" means the just treatment and meaningful involvement of all people, regardless of income, race, color, national origin, Tribal affiliation, or disability, in agency decision-making and other Federal activities that affect human health and the environment so that people:

- i. are fully protected from disproportionate and adverse human health and environmental effects (including risks) and hazards, including those related to climate change, the cumulative impacts of environmental and other burdens, and the legacy of racism or other structural or systemic barriers; and

- ii. have equitable access to a healthy, sustainable, and resilient environment in which to live, play, work, learn, grow, worship, and engage in cultural and subsistence practices.”

HEAL Act (2021): "Environmental justice" means the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, rules, and policies. Environmental justice includes addressing disproportionate environmental and health impacts in all laws, rules, and policies with environmental impacts by prioritizing vulnerable populations and overburdened communities, the equitable distribution of resources and benefits, and eliminating harm.”

Protected EJ populations and communities with EJ concerns may include People of Color, including individuals who are Black, Latino, Indigenous and Native American, Asian American Native Hawaiian, and Pacific Islander; people with median household income at or below the poverty level as defined by the US Department of Health and Human Services; Tribal Nations; people with disabilities; populations of workers experiencing environmental harms, such as migrant farmworkers. Addressing the contextual needs of protected populations is specified in WSDOT's [Community Engagement Plan](#).

Environmental Justice populations identified in federal and state mandates include:

EO 12898 (1994)	EO 14096 (2023)	HEAL Act (2021)
Minority populations Low-income populations	Included in the definition of EJ • Income • Race • Color • National origin • Tribal affiliation • Disability Communities with EJ concerns may include but are not limited to: i. Urban/rural areas ii. Tribal Nations and their lands iii. Low-income, persistent poverty/inequality	Included in the definition of EJ: • Race • Color • National Origin • Income Overburdened communities (geographic area where people combined environmental harms and health impacts; highly impacted communities based on cumulative impact analyses and census tract fully/partially on “Indian Country”)

	iv. People of Color including individuals who are Black, Latino, Indigenous and Native American, Asian American, Native Hawaiian, and Pacific Islander v. Geographically dispersed and mobile populations, such as migrant farmworkers.	Vulnerable Populations i. Racial or ethnic minority ii. Low-income populations iii. Populations disproportionately impacted by environmental harms; and iv. Populations of workers experiencing environmental harms.
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Healthy Environmental for All Act (HEAL)

WSDOT continues to establish programs, policies, rules, budget decisions and actions that incorporate Environmental Justice throughout the agency's various divisions. Title VI, Limited English Proficiency and Environmental Justice are now joined into a required training to help current and future staff understand and incorporate EJ principles and practices into their everyday work. OECR staff collaborate with staff from six other HEAL Act-covered state agencies through an Interagency Workgroup. WSDOT staff, including OECR, coordinate the development of statewide best practices, EJ process-focused resources, and support increased opportunities to connect with protected EJ populations.

WSDOT continues to conduct community listening sessions with identified communities of color and low-income communities. These listening sessions range from feedback on best practices to communicate to the expansion of State Route 167.

Data

WSDOT applies various data to prioritize the equitable distribution of resources and benefits while eliminating harms. We use data sources ranging from federal, state, and local entities to assess EJ implications of various agency actions as well as to conduct meaningful community engagement.

One federal-level data set WSDOT relies on includes EJScreen, a tool developed by the Environmental Protection Agency (EPA) to identify EJ populations. The tool uses data from the US Census Bureau and the American Community Survey to calculate demographic data through GIS. WSDOT provides complete instructions and a customized tutorial on how to use the EJScreen tool on WSDOT's EJ webpage ([How to use EJ Screen \(wa.gov\)](https://www.wa.gov/ej/how-to-use-ej-screen)).

An important state-level data WSDOT relies on includes the Department of Health's Environmental Health Disparities map replicating and expanding on the EPA's EJScreen tool to provide information on cumulative environmental health impact analyses. OECR created a framework to use this data and apply across all six regions in Washington State. This data helps identify the most vulnerable populations by race, age, income levels and disabilities among other factors. The framework is in constant update for use in future Environmental Justice community engagement. OECR also created a comprehensive database of Community Based Organizations (CBOs) across the six regions to assist in connecting with People of Color and low-income people.

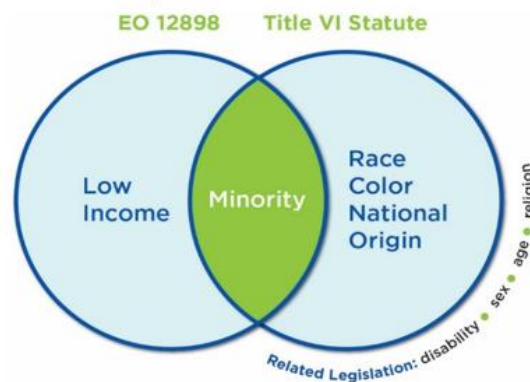
Additionally, a preferred local source WSDOT relies on is school demographic data from the Office of Superintendent of Public Instruction (OSPI) website. Project-specific maps are included in project documentation, and project teams use this data in public participation plans for EJ and LEP considerations. In addition, the OECR, in a collaborative effort with other divisions from WSDOT to improve the process of identifying EJ protected populations with all of these data sources. It is OECR's intention to build a stronger relationship with regions, project engineering offices and WSDOT's planning division to buffer environmental health impacts on EJ protected communities. Specific efforts to ensure the effective implementation of EJ requirements are included in WSDOT's Annual G&A report (FFY 2022). More information on the EJ analysis process can be found on WSDOT's [Environmental Justice & Title VI webpage](#).

EJ and Title VI Comparison

EJ and Title VI are both rooted in the same basic principle that no person should bear an unfair treatment on account of their race, color, or national origin. Additional similarities between EJ and Title VI include:

- 1) EJ is a component of Title VI.
- 2) Title VI & EJ protect minorities
- 3) Title VI and EJ apply to all planning and project development policies and activities in transportation.
- 4) Under Title VI and EJ, agencies must:
 - a) Translate crucial public documents and ensure they are accessible to the public.
 - b) Ensuring meaningful public participation in transportation decision-making.
 - c) Prevent, minimize, mitigate, or correct high and adverse impacts from transportation activities.

Figure 1: Relationship between Title VI and Environmental Justice



Source: Federal Highway Administration (FHWA)

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Appendix 1 – Nondiscrimination Statement

The Washington State Department of Transportation (WSDOT), in compliance with Title VI of the Civil Rights Act of 1964, assures that no person shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, whether federally funded or not. WSDOT further assures compliance with related Nondiscrimination statutes that prohibit discrimination based on sex, age, and disability in all of its programs and activities, whether federally funded or not.

In the event WSDOT distributes federal funds to another governmental entity, WSDOT will include Title VI language in all written agreements and will monitor these entities to ensure their compliance with Title VI requirements. Title VI's prohibition of discrimination on the basis of national origin have been extended to include discrimination based on Limited English Proficiency (LEP), and WSDOT will take reasonable steps to provide LEP individuals with meaningful access to their programs and services, that generally involve some combination of services for oral interpretation and written translation of vital documents.

WSDOT's Office of Equity and Civil Rights (OECR) is responsible for initiating and monitoring Title VI activities, preparing required reports, and enforcing other state transportation agency responsibilities required by 23 Code of Federal Regulations (CFR) Part 200, 49 CFR Part 303, and 49 CFR. Part 21.

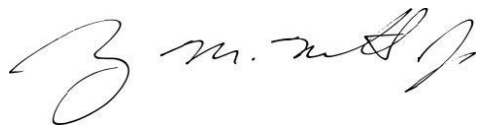
The Secretary has signed the DOT Standard Title VI Assurances with Appendices A-E. The signed Assurances are included as Appendix 1 to this document, followed by Appendices A-E. The Assurances with Appendices A-E are incorporated herein by reference.

WSDOT's Title VI Program Coordinator may be contacted as follows:

Contact Information

Jackie Bayne
Title VI Program Coordinator
310 Maple Park Avenue SE
P.O. Box 47314
Olympia, WA 98504-7314
(360) 705-7084
TitleVI@wsdot.wa.gov
Fax 360-705-6801
Washington State Relay at 711

All WSDOT personnel will assist WSDOT's Title VI Program Coordinator in the effective implementation of the Title VI Program.



September 24, 2020

Roger Millar, PE, FASCE, FAICP
Secretary of Transportation

Date

Appendix 2 – DOT Order 1050.2A (Standard Title VI Assurances)

Microsoft Word Version of Standard Title VI / Nondiscrimination Assurances From USDOT Order No. 1050.2A

This document is distributed by the Federal Highway Administration (FHWA) Headquarters Office of Civil Rights for the sole purpose of providing assistance to FHWA Divisions and Recipients in implementing the FHWA Title VI Program. Recipients are encouraged to use this document according to the instructions below, only:

1. Recipients **may replace the text in the bold font parentheses**, as instructed, to tailor the Assurances for the entity.
2. Recipients **may not alter the language** in any part of this document outside of the parentheses and **may not insert additional language** into this document.
3. Minor formatting changes **that do not alter the text** are permitted.

If you have any questions, please contact the appropriate FHWA Division Office for assistance.

Last Updated: 12/16/15

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The **Washington State Department of Transportation** (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **FHWA Programs**:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard

to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all *FHWA Programs* and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The *Washington State Department of Transportation*, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

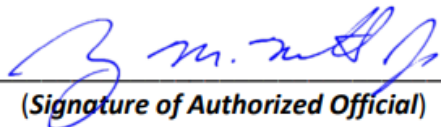
By signing this ASSURANCE, **Washington State Department of Transportation** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA's** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **FHWA**. You must keep records, reports, and submit the material for review upon request to **FHWA**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Washington State Department of Transportation gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **FHWA Programs**. This ASSURANCE is binding on **state of Washington**, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **FHWA Programs**. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Washington State Department of Transportation
Roger Millar, Secretary of Transportation

(Name of Recipient)

by



(Signature of Authorized Official)

DATED 9/7/2023

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *Federal Highway Administration (FHWA)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *FHWA* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *FHWA*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *FHWA* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or

A

the *FHWA* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B**CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the *Washington State Department of Transportation* will accept title to the lands and maintain the project constructed thereon in accordance with *all requirements imposed by Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4)*, the Regulations for the Administration of *Federal Highway Administration (FHWA) Program*, and the policies and procedures prescribed by the *FHWA* of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *Washington State Department of Transportation* all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto *Washington State Department of Transportation* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *Washington State Department of Transportation*, its successors and assigns.

The *Washington State Department of Transportation*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the *Washington State Department of Transportation* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *Washington State Department of Transportation* pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, *Washington State Department of Transportation* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the *Washington State Department of Transportation* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *Washington State Department of Transportation* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by *Washington State Department of Transportation* pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, *Washington State Department of Transportation* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, *Washington State Department of Transportation* will there upon revert to and vest in and become the absolute property of *Washington State Department of Transportation* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

Appendix 3 – Secretary's Executive Order E 1087.00

Washington State Department of Transportation

Secretary's Executive Order
Number: E 1087.00

[signature on file]
Roger Millar
Secretary of Transportation

October 1, 2019

Title VI Policy

I. Introduction

A. Purpose

This Secretary's Executive Order sets forth the Washington State Department of Transportation's (WSDOT's) policy of compliance with Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (P.L. 100.259).

B. Background

Executive Order 12898 on Environmental Justice (EJ) requires WSDOT to adhere to the provisions of Title VI of the Civil Rights Act of 1964 and the National Environmental Policy Act of 1969 in order to avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects on minority populations and low-income populations.

Executive Order 13166 on Limited English Proficiency (LEP) is directed at implementing the protections afforded by Title VI of the Civil Rights Act of 1964 and related regulations. Accordingly, it prohibits recipients of federal financial assistance from discrimination based on national origin by failing to provide meaningful access to services to individuals who are limited in English proficiency.

II. Secretary's Executive Order

No person shall, on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any WSDOT program or activity. WSDOT will make every effort to prevent discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event WSDOT distributes federal aid funds to another governmental entity, WSDOT will include Title VI language in all written agreements and will monitor for compliance.

III. Information to Carry Out This Secretary's Executive Order

WSDOT's Office of Equity and Civil Rights is responsible for initiating and monitoring Title VI, EJ, and LEP compliance activities, preparing required reports, and other WSDOT

responsibilities as required by Title 23 Code of Federal Regulations (C.F.R.) Part 200 and Title 49 C.F.R. Part 21.

IV. Contact for More Information

For questions or concerns about this Secretary's Executive Order, contact the Office of Equity and Civil Rights by phone at 360-705-7090, or visit the Office of Equity and Civil Rights web page.

V. References

- Title VI of the Civil Rights Act of 1964
- Civil Rights Restoration Act of 1987 (P.L. 100.259)
- National Environmental Policy Act of 1969
- Title 23 C.F.R. Part 200 Title VI Program and Related Statutes- Implementation and Review Procedures
- Title 49 C.F.R. Part 21 Nondiscrimination in Federally Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964
- Executive Order 12898 Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency
- WSDOT Office of Equity and Civil Rights web page

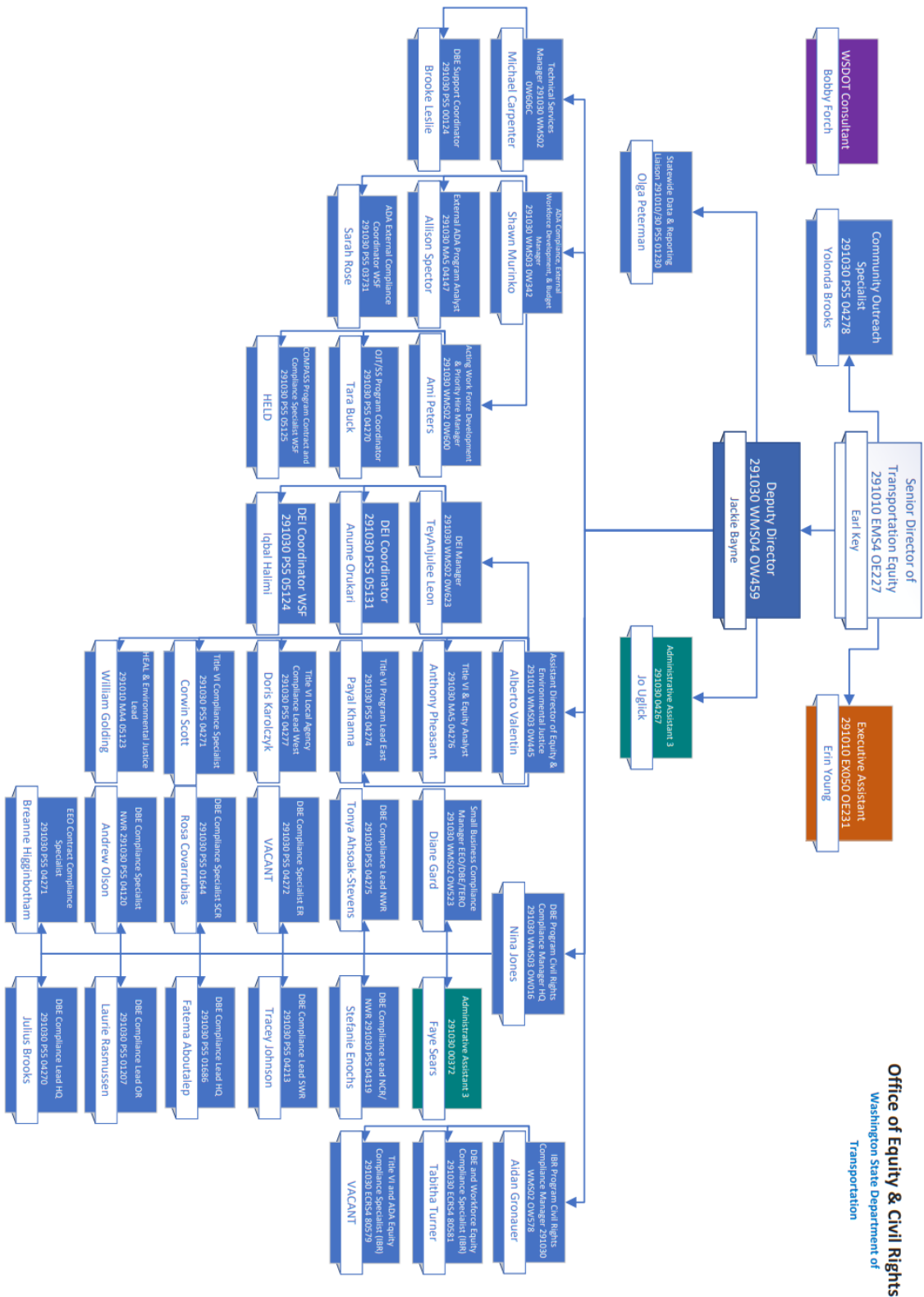
VI. Review and Update Requirements

When changes are necessary to update this document, inform the Director of the Office of Equity and Civil Rights. The Director of the Office of Equity and Civil Rights reviews this document periodically and proposes updates to the Secretary of Transportation for approval.

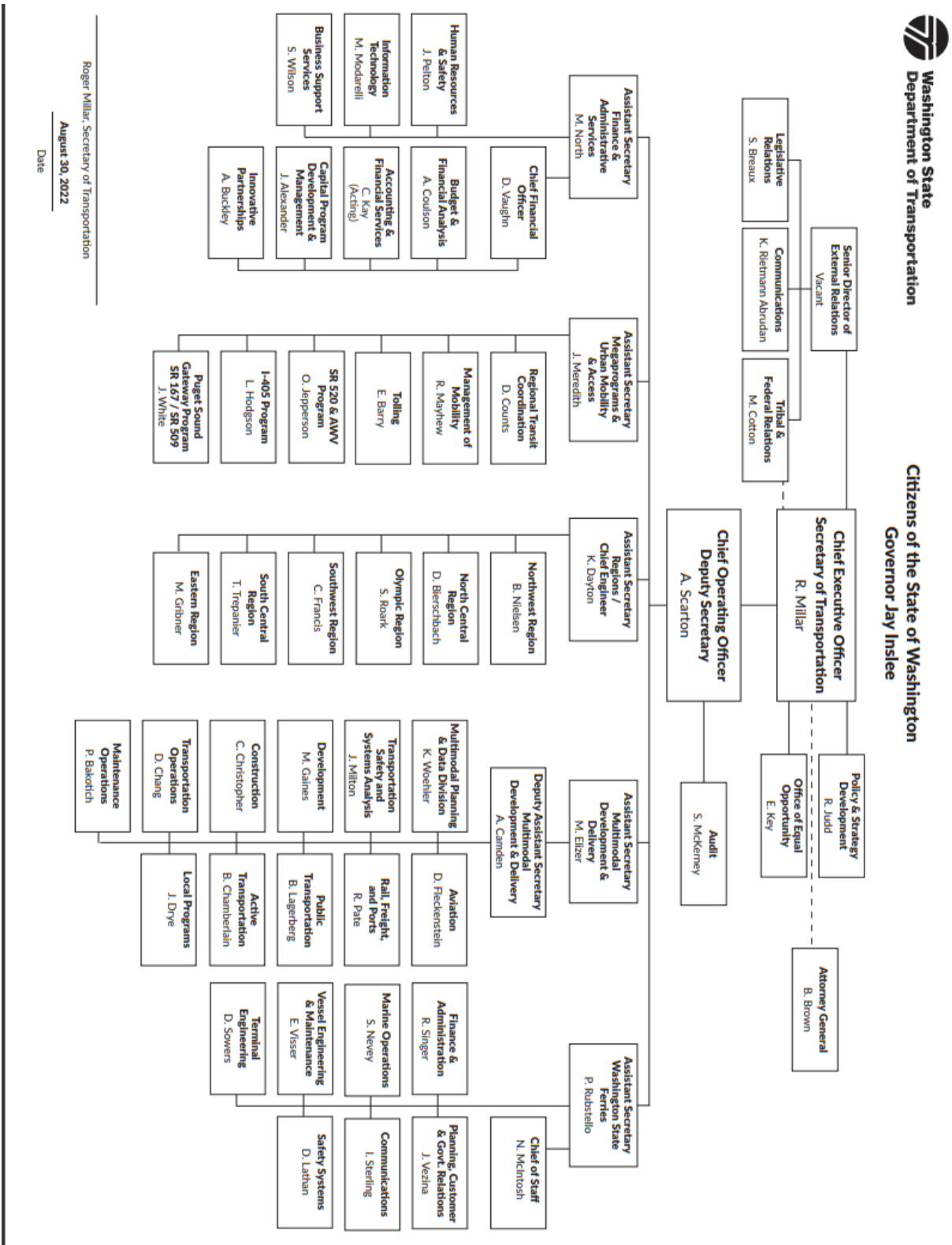
Americans with Disabilities Act (ADA) Information

This material can be made available in an alternate format by emailing the WSDOT Diversity/ADA Compliance Team at wsdotada@wsdot.wa.gov or by calling toll free, 855-362-4ADA (4232). Persons who are deaf or hard of hearing may make a request by calling the Washington State Relay at 711.

Appendix 4 – OECR Organizational Chart



Appendix 5 – WSDOT Organizational Chart



Appendix 6 – Title VI Program Brochure

HOW CAN I FILE A DISCRIMINATION COMPLAINT?

Any person or specific group who believes they have been discriminated against based on race, color, national origin, sex, age, or disability may file a complaint with WSDOT OEO. Under Title VI, 'person' means citizens, noncitizens, visitors, exchange students, etc. A complaint must be filed with WSDOT OEO within 180 days of the alleged discriminatory act.

For information on how to file a complaint, contact OEO by any of the following methods:

- Attn: Complaint Investigations
- Office of Equal Opportunity
- Washington State Department of Transportation
- PO Box 47314
- Olympia, WA 985047314
- Phone: 360-705-7090
- Fax: 360-705-6018
- Email: oeoecrbcomplaints@wsdot.wa.gov

WHAT HAPPENS NEXT?

Once a complaint is filed, it will be logged by WSDOT OEO. WSDOT forwards the complaint to Federal Highway Administration for processing. Retaliation is prohibited and will not be tolerated against any person who reports alleged discrimination, harassment or policy violations or participates as a witness in an investigation.

Additional Title VI Information

- <https://www.wsdot.wa.gov/EqualOpportunity/default.htm>
- <https://www.lep.gov/>
- www.fhwa.dot.gov/environmental/environmental_justice/
- Applicable federal regulations
- 42 USC 2000d – Civil Rights Act
- 23 USC 324 – Gender
- 42 USC 6101-6107 – Age
- 29 USC 701 et seq - ADA
- Executive Order #13166 – LEP
- Executive Order #12898 - EJ



Americans with Disabilities Act (ADA) information. This material can be made available in an alternate format by emailing the Office of Equal Opportunity at wscdoe@wsdot.wa.gov or by calling toll free, 855-565-4ADAPT2021. Persons who are deaf or hard of hearing may make a request by calling the Washington State Relay at 711.

Title VI Statement to Public: It is the Washington State Department of Transportation's (WSDOT) policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities. Any person who believes his/her Title VI protection has been violated, may file a complaint with WSDOT's Office of Equal Opportunity (OEO). For additional information regarding Title VI complaint procedures and/or information regarding our non-discrimination obligations, please contact OEO's Title VI Coordinator at (360) 705-7090.

19-08-0075



TITLE VI PROGRAM

OFFICE OF EQUAL OPPORTUNITY

MISSION

The Washington State Department of Transportation (WSDOT) is responsible for safe and efficient transportation of people and goods by roadway, rail, water, and air. WSDOT also partners with others to maintain and improve local roads, railroads and airports, as well as public transportation, bicycles and pedestrian programs. WSDOT works to assist Washington's transportation needs regardless of the user's race, color, national origin, sex, age, disability, socioeconomic status, and limited English Proficiency.

WSDOT enforces all components of Title VI of the Civil Rights Act of 1964 and related non-discrimination rules across all manners of transportation where WSDOT is involved, from planning to construction, on through maintaining these systems.

WHAT IS TITLE VI?

The Civil Rights Act of 1964 states:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. Sec 2000d)

Title VI along with other non-discrimination statutes prohibits discrimination based on race, color, sex, age, disability, national origin, income status, and limited English proficiency in any program or service receiving federal aid.

ENVIRONMENTAL JUSTICE

As a recipient of federal funds, WSDOT is required to comply with a federal Executive Order on environmental justice. A major part is to include minority and low-income populations as voices in the agency's decision-making throughout the life of our projects and services.

There are three core principles:

- To avoid, minimize, or mitigate negative human health or environmental effects.
- To have full and fair participation of all individuals and communities in the transportation decision-making process.
- To prevent the discrimination of minority and low-income populations in their access to our programs/services.

LIMITED ENGLISH PROFICIENCY (LEP)

Individuals who do not speak English as their main language and have a limited ability to read, speak, write, or understand English can be limited English proficient, or LEP. These individuals may be entitled to language assistance about our programs, services, and activities as directed since 2000 in Executive Order 13166.

This Executive Order prohibits recipients of federal funds from discriminating by failing

to provide meaningful access to services to non-English speaking individuals. The Executive Order means WSDOT may be required to share information in a language other than English.

WHAT DOES THIS MEAN?

The primary goal of WSDOT's Title VI Program is to educate all WSDOT employees, contractors, local governments, and service beneficiaries of Title VI requirements and the responsibilities and monitor them for compliance.

WSDOT's Title VI Program is responsible for researching the potential social impact of projects and services on communities and people and evaluating that research throughout the planning and decision-making process.

WSDOT prohibits all discriminatory practices, which may result in:

Denial any service, financial aid, or benefit provided under the program to which and individual may be entitled.

Different standards or requirements for participation.

Segregation or separate treatment in any part of the program.

Distinctions in quality, quantity, or manner in which the benefits is provided.

- Discrimination in any activities conducted in a facility built in whole or part with federal funds.

To ensure compliance with Title VI, and related non-discrimination authorities, WSDOT will:

- Educate the public of their Title VI rights
- Collect and analyze data to avoid or reduce harmful effects on minority and low-income populations.
- Encourage the full and fair participation by all including low-income and minority communities in the decision-making process.
- Prevent the denial of, reduction in or significant delay in the receipt of benefits by minority and low-income populations.
- Provide language services to LEP individuals to inform them about WSDOT's programs, services and activities.

When WSDOT distributes federal funds to a partner or business including, but not limited to towns, cities, counties, planning organization, contractor, supplier, or other party, they must also administer programs and activities without regard to race, color, national origin, sex, age, disability, LEP, or socio-economic status.

WHO BEARS RESPONSIBILITY TO COMPLY WITH TITLE VI?

All parties accepting federal funds are responsible. As a recipient of federal funds, the entire WSDOT organization must comply with all of Title VI, as well as any sub-recipients of those federal funds. By accepting federal aid, the entire agency must comply – every function of the agency – not just the part using the federal funds.

Appendix 7 – Procedures for External Complaint Processing

I. Procedures for External Complaint Processing under Title VI, ADA, and related nondiscrimination statutes

A. Applicability

1. Any person, or class of persons, believing they have been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964 (Title VI), the Americans with Disabilities Act (ADA), the Washington Law Against Discrimination (WLAD; Chapter 49.60 RCW), and related nondiscrimination statutes that prohibit discrimination based on race, creed, color, national origin, familial or marital status, sex, sexual orientation, age, military status, or disability, in any program or activity administered by the Washington State Department of Transportation (WSDOT), may file a complaint with WSDOT.
2. These procedures also cover complaints of discrimination in any program or activity administered by WSDOT that relates to local agencies, contractors and other sub-recipients receiving U.S. Department of Transportation (USDOT) funding through the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), or the Federal Aviation Administration (FAA).
3. As of August 2018, the FHWA has provided new mandatory guidance for Title VI complaint processing. See *Questions and Answers for Complaints Alleging Violations of Title VI of the Civil Rights Act of 1964*; specifically, Question 2e, *How are complaints routed?*, which can be found on the FHWA Office of Civil Rights (HCR) website at the following link:

https://www.fhwa.dot.gov/civilrights/programs/title_vi/titleviqa.cfm#Toc522787058.

Pursuant to the new guidance, ALL Title VI complaints under FHWA jurisdiction, including complaints filed against sub-recipients, must now be forwarded to the FHWA **before** WSDOT takes any action on the complaint. See [Section I.C.](#) below for new mandatory FHWA routing instructions.

4. These procedures are administrative in nature and do not provide for punitive or compensatory damages as remedies.
5. These procedures do not prohibit a Complainant from filing a formal complaint alleging discrimination with other state, local, or federal agencies, nor do they prohibit a Complainant from retaining private counsel.
6. Retaliation for filing a complaint alleging discrimination is prohibited under 49 C.F.R. § 21.11(e).
7. Complaints filed under Title VI with WSDOT in which WSDOT is the named Respondent must always be forwarded to the USDOT modality having jurisdiction (FHWA, FTA, or FAA) for investigation.

B. Informal Complaint Resolution. **[NOT APPLICABLE to Title VI Complaints under FHWA jurisdiction]**

1. WSDOT will make every effort to resolve complaints promptly and at the lowest level possible.

2. Informal mediation may be used to resolve complaints at any stage of the process.
3. If a complaint cannot be resolved informally, WSDOT may conduct an investigation of the complaint.

C. FHWA ONLY - Special Instructions for routing Title VI Complaints under FHWA jurisdiction.

1. FHWA is responsible for all decisions regarding whether a complaint under FHWA jurisdiction should be accepted, dismissed, or referred to another agency.
2. WSDOT must log all Title VI complaints on receipt (see [Section II.B.](#) below for detailed instructions on complaint intake).
3. After logging the complaint, WSDOT must immediately forward all Title VI complaints under FHWA jurisdiction to:

FHWA Washington Division
c/o Civil Rights Program Manager
711 S. Capitol Way, Suite 501
Olympia, WA 98501-1284
(360) 534-9325

Washington.FHWA@dot.gov

Autumn.young@dot.gov

4. FHWA's Washington Division Office will then forward the complaint to:

Federal Highway Administration
U.S. Department of Transportation Office of Civil Rights
1200 New Jersey Avenue, SE
8th Floor E81-105
Washington, DC 20590
(202) 366-0693

for determination whether the complaint should be accepted, dismissed, or referred to another agency.

5. Once the USDOT Office of Civil Rights (HRC) has decided whether to accept, dismiss, or transfer the complaint, HRC will notify the Complainant, the FHWA Division Office, WSDOT, and the sub-recipient (where applicable).
6. **ONLY AFTER** WSDOT has been instructed to do so by HRC should WSDOT begin investigation of a Title VI complaint under FHWA jurisdiction.

II. Investigations¹ [Our office may not begin an investigation of a Title VI complaint under FHWA jurisdiction until instructed to do so by FHWA]

- A.** Each step of the investigation process, and the basis on which the case was resolved or closed, must be thoroughly documented.

¹ For economy of language, "USDOT" will be used throughout the Investigations' section of these procedures to mean the "USDOT modality having jurisdiction (FHWA, FTA, or FAA) over the program or activity."

- B.** OECR managers or the investigator should advise the Data and Reporting Specialist at case “milestones” (sent to FHWA, assigned to an investigator, on-site visit scheduled, etc.) and may ask the Data and Reporting Specialist to add comments to the comments section of the complaint log at any time.

C. Complaint Intake

1. Communications alleging discrimination may be received by mail, FedEx, hand delivery, fax, email, telephone, or other means.
2. The original communication should be retained in native format (i.e., as it is received), along with proof of the delivery method. If hard copy documents are received, the documents should be date stamped on the date received, then scanned and saved electronically.
 - a. If received by mail – retain envelope. Save a copy of the envelope electronically along with the documents. Also save a copy of the WSDOT Office of Equity and Civil Rights (OECR)-endorsed, return receipt cards, if return receipt is requested.
 - b. If received by FedEx or other express mail service, retain a copy of the delivery confirmation or record of delivery, and save a copy electronically along with the documents.
 - c. If delivered in person – record the name of the person making the delivery, and the delivery date and time. This record of delivery should be initialed by the courier, if possible, and saved electronically along with the documents.
 - d. If received by fax – retain the fax cover sheet indicating transmission date and number of pages received and save it electronically along with the documents.
3. If the documents are received by email, the initial communication (e.g., cover email) should be saved in native format.
 - a. The initial communication, including all attachments, should also be printed out and date stamped.
 - b. If the communication concerns an EEO or DBE issue, the person receiving the communication may suggest that the complainant also complete an on-line complaint form obtainable at:
<http://www.wsdot.wa.gov/EqualOpportunity/complaints.htm>, though it must be made clear that the complainant is not required to do so.
4. If the communication alleging discrimination is received telephonically, the person receiving the call should type on a complaint intake form as much information about the alleged discrimination as possible, including:
 - a. The correspondent’s full name and contact information (telephone number, email address, mailing address);
 - b. The name of the Respondent (person or entity alleged to have discriminated; called “recipient” in some USDOT documents);

- c. A description of the allegations;
 - d. Location (city/county) where the alleged discrimination occurred;
 - e. Date(s) the alleged discrimination occurred;
 - f. The date and time the communication is received; and
 - g. The person receiving the communication.
 - h. If the person receiving the communication was unable to type this information on a complaint intake form when the call was received, they should transcribe the information onto a form as soon as possible after the call is completed.
5. The person who receives a communication alleging discrimination should immediately forward the communication, or recorded information about the communication (if received by telephone or in person), to the Data and Reporting Specialist responsible for logging the communication. The Data and Reporting Specialist will assign a distinct, identifying case number to the communication and record relevant information about the communication in OECR's complaint tracking system (currently in SharePoint).
 6. **FHWA TITLE VI COMPLAINTS ONLY** - If the document indicates a Title VI Complaint under FHWA jurisdiction, the Data and Reporting Specialist should immediately forward the complaint to FHWA. For instructions how to route FHWA Title VI complaints, go to [Section I.C.](#) above.
 7. All Other Complaints - The Data and Reporting Specialist responsible for logging the communication will then immediately forward the communication to OECR management to identify whether the communication is a complaint, or whether the complaint is deficient, and to determine next steps.
 8. The Data and Reporting Specialist responsible for logging the communication must advise the correspondent who sent the communication as soon as possible in writing, but **no later than seventy-two (72) hours** after the receipt date, that their communication has been received and will be forwarded to FHWA [for Title VI Complaints under FHWA jurisdiction] or to management, for review. If the communication is received electronically and a read receipt is requested, the person receiving the communication should acknowledge receipt of the communication electronically.

D. Determine whether the communication is a complaint. [The FHWA makes this determination for Title VI complaints under FHWA jurisdiction.]

1. The following documents should not be considered complaints, unless the document is accompanied by a signed cover letter specifically asking WSDOT to take action concerning the allegations:
 - a. An anonymous complaint;
 - b. Inquiries seeking advice or information;
 - c. Courtesy copies of court pleadings;

- d. Courtesy copies of complaints addressed to other local, State, or Federal agencies;
 - e. Newspaper articles; or
 - f. Courtesy copies of internal grievances.
2. WSDOT may still wish to take action on any of the documents in the list above. However, these documents are technically not complaints.
3. Correspondence not initially considered to be a complaint but that nevertheless potentially involves a civil rights issue should be viewed as an inquiry necessitating further review.
4. On determining that the correspondence requires further review, the OECR Director or Deputy Director will assign an Investigator to follow up on the inquiry to determine whether the correspondence should be considered a complaint.
5. For correspondence viewed as an inquiry, the Investigator should call or write the person sending WSDOT the communication for clarification and further information, and to ask if the person wishes to file a formal complaint with WSDOT.
6. After obtaining clarification and further information from the correspondent, the Investigator should consult with the OECR Director or Deputy Director before making a final determination whether the communication should be viewed as a complaint.
7. If, after seeking clarification from the correspondent, the initial communication will not be investigated as a complaint, the correspondent should be notified in writing **within ten (10) days** of the communication's receipt date. The notification should indicate that the file will be closed; the reasons for closure; and that the correspondent is welcome to re-file the communication as a complaint.
8. **Keeping in mind the exceptions listed below, a complaint is a written or electronic statement concerning an allegation of discrimination that contains a request to take action.** Complaints should be in writing and signed and may be filed by mail; private express delivery (e.g. FedEx); fax; in person; or by email. (See #s 9-11 below re alternate formats and LEP considerations; and complaints received by telephone). A complaint should contain at least the following information:
 - a. A written explanation of what has happened;
 - b. A way to contact the Complainant;
 - c. The basis of the complaint, e.g. race, creed, color, national origin, familial or marital status, sex, sexual orientation, age, military status, or disability;
 - d. The identification of the Respondent, e.g. person, contractor, company, agency, division, office, or other entity alleged to have discriminated;

- e. Sufficient information to understand the facts that led the Complainant to believe that discrimination occurred; and
 - f. The date(s) of the alleged discriminatory act(s).
9. While the above indicates a complaint should be in writing and signed, WSDOT must accept complaints in alternate formats from persons with disabilities.
- a. The complaint may be filed on a computer disk, by audio tape, or in Braille.
 - b. The Complainant may also call WSDOT and provide the allegations by telephone. The person receiving the call will transcribe the allegations of the complaint as provided over the telephone and send a written transcript of the complaint to the Complainant for review and signature.
10. WSDOT must also ensure that persons with Limited English Proficiency (LEP) have meaningful access to the complaint process.
- a. Complaints in languages other than English should be translated and responded to in the language in which they were sent whenever possible.
 - b. Throughout the complaint resolution process, the Investigator should be certain a LEP Complainant understands their rights and responsibilities, as well as the status of their complaint.
11. A complaint number should be assigned to the complaint if not already assigned on initial intake (see section II.C.5. above).
12. A separate complaint number should be assigned to each person alleging discrimination in the complaint. In addition, complaints from more than one person against the same recipient should generally be assigned separate case numbers to help WSDOT comply with the requirements of the Washington State Public Records Act (Chapter 42.56 RCW).
13. In some cases, complaints from more than one person raising the same allegation(s) against the same Respondent may be combined into one complaint, although this should not be done if it becomes clear that the investigation will result in personally identifiable information (PII) about any of the Complainants being included in the case file. As soon as it becomes clear that the investigation will involve treatment of specific Complainants, separate complaint numbers should be assigned to protect the personal information of each Complainant.
14. A person may file a third party complaint on behalf of another named individual(s).²
15. The complaint should then be assigned to an Investigator. The Investigator should notify the Complainant(s) immediately, identifying themselves as the Investigator assigned to the case, providing their contact information, and indicating that the Investigator will review the file to determine what additional information may be required to proceed with the case.

² A complaint filed by an attorney on behalf of a complainant is not a third party complaint.

16. The Investigator must review the complaint **within ten (10) calendar days** of receipt to determine what additional information is required to proceed with the investigation.

E. The Investigator opens an Investigative Case File. [For Title VI complaints under FHWA jurisdiction, these steps should be followed only after the FHWA instructs our office to conduct an Investigation.]

1. After being assigned the case, the Investigator will open an Investigative Case File to hold all documents received or generated in connection with the case.
2. The Investigator determines whether the complaint was timely filed, although for Title VI complaints under FHWA jurisdiction, FHWA will make this decision.
 - a. Complaints must be filed within 180 days of the last date of the alleged discrimination, unless the time for filing is extended (see 49 C.F.R. § 21.11(b) [Title VI] and 49 C.F.R. § 27.123(b) [ADA]).
 - b. If the Investigator believes the complaint is untimely, the Investigator should refer the complaint to the OECR Director or OECR Deputy Director for a final decision on closure of the complaint.
 - c. If it is ultimately determined that the complaint was not timely filed, the complaint may be closed without conducting an investigation. The Complainant may, however, request a waiver of the 180-day filing requirement.
 - d. The Complainant must be notified immediately that the complaint is being closed, and the reasons for closure.
3. The Investigator determines whether WSDOT has jurisdiction, although for Title VI complaints under FHWA jurisdiction, FHWA will make this decision.
 - a. Complaints filed under Title VI with WSDOT in which WSDOT is named as the Respondent should be forwarded to USDOT for investigation.
 - b. A referral letter should be sent to USDOT along with the complaint and other documents.
 - c. The Complainant must be notified immediately that the complaint has been referred to USDOT and that WSDOT has closed the complaint.
 - d. If it becomes clear that WSDOT lacks jurisdiction over a complaint, the complaint should be referred to the appropriate enforcement authority.
 - e. A “dismissal” letter, instead of the standard acknowledgment letter described above, should be sent to the Complainant **within ten (10) business days** of receiving the complaint informing the Complainant that the complaint has been received, that the allegations fall outside WSDOT’s jurisdiction and, where applicable, that the complaint has been referred to another agency.

4. The Investigator determines whether additional information is required.
 - a. FTA and FAA ONLY: If additional information is required, the Investigator should contact the Complainant **within ten (10) calendars days of receipt** of the complaint to request the additional information.
 - b. FHWA ONLY: If additional information is required, the Investigator should contact the Complainant within ten (10) calendar days of the referral from FHWA to request the additional information.
 - c. The Complainant will be given **fifteen (15) calendar days** to respond to the request for additional information.
 - d. FTA and FAA ONLY: If the complaint is complete and no additional information is needed, the Investigator will send the Complainant a letter of acceptance **within ten (10) calendar days** of receipt.
 - e. FHWA ONLY: If the complaint is complete and no additional information is needed, the Investigator will send the Complainant a letter indicating that WSDOT will be conducting an investigation within ten (10) calendar days of receiving the referral from FHWA.

F. WSDOT Responsibilities

1. **FHWA ONLY:** Title VI complaints under FHWA jurisdiction filed directly with WSDOT against its sub-recipients should be logged by the Data and Reporting Specialist, and forwarded immediately to FHWA.
2. FTA and FAA: Title VI complaints filed directly with WSDOT against its sub-recipients should be processed by WSDOT in accordance with the USDOT approved complaint procedures as described in 23 C.F.R. § 200.9(b)(3).
3. Complaints filed with WSDOT under Section 504 of the Rehabilitation Act of 1973 (Section 504) or the ADA should be investigated by WSDOT in accordance with approved complaint procedures as described in 49 C.F.R. § 27.13(b).
4. For Title VI complaints with FHWA jurisdiction, the OECR will make every effort to complete the investigation within thirty (30) days, but no longer than sixty (60) days, from the date the referral was received from FHWA.
5. For Title VI with FTA or FAA jurisdiction; complaints filed under Section 504, the ADA; or any other federal or Washington state non-discrimination statute, the OECR will make every effort to complete the investigation within thirty (30) days, but no longer than sixty (60) days, from the date the complaint was received by WSDOT.
6. Title VI complaints: Pursuant to 23 C.F.R. § 200.9(b)(3), a copy of the complaint, together with a copy of WSDOT's report of investigation, shall be forwarded to the USDOT division office within sixty (60) days of the date the complaint was received by WSDOT, or the referral was received from FHWA (for Title VI complaints under FHWA jurisdiction), for final determination.

G. Investigative Process. [For Title VI complaints under FHWA jurisdiction, these steps should be followed only after the FHWA instructs our office to conduct an Investigation.]

1. The Investigator should conduct an unbiased investigation. In addition, the Investigator should not express opinions or conclusions to the public, the Complainant, or the Respondent, concerning matters under investigation unless specifically authorized to do so.
2. Scope of the Investigation
 - a. An investigation should be confined to the issues and facts relevant to the allegations in the complaint, unless evidence shows the need to extend the issues.
 - b. A future compliance review of the Respondent may be appropriate when issues identified during the investigation cannot be covered within the scope of the investigation.
 - c. After WSDOT has accepted a complaint for investigation, the Investigator should open an Investigative Case File if one has not been opened already (see Section II.D.1. above).
 - (1) The purpose of the Investigative Case File is to establish a methodology for the systematic compilation and storage of all documents, records, and information associated with the complaint. This is done in such a manner that the Case File:
 - (a) Includes and organizes all documentation generated or obtained relevant to the complaint;
 - (b) Identifies all documentation used to support the Findings made by the OECR; and
 - (c) Allows a reader of the Findings to easily verify the facts and reasoning on which the Findings are based.
 - (2) WSDOT is responsible for all Investigative Case Files regardless of whether the agency possesses the physical documents. WSDOT will provide copies of Investigative Case Files in accordance with RCW 42.56 (Washington State Public Records Act) and related federal statutes.
 - (3) Closed Investigative Case Files must be retained **for six (6) years from the date of closure**, after which they will be destroyed in accordance with WSDOT's customary document retention policy.
3. The Investigator should develop an Investigative Plan (IP).
 - a. The IP is a working document intended to define the issues and lay out the blueprint to complete an investigation.
 - b. The IP is an internal document for use by the investigator to keep the investigation on track and focused on the issues and likely sources of evidence or corroboration.

4. Request for information and cover letter.
 - a. The investigator should prepare a Request for Information (RFI) and make contact with the Respondent **within ten (10) days from the date the complaint was accepted for investigation** to advise the Respondent of the complaint and to determine the appropriate representatives of the Respondent to interview and receive the RFI.
 - b. A cover letter should be prepared and sent with the RFI explaining the complaint under investigation. The cover letter should include the Investigator's name, contact information, and information regarding any scheduled meetings.
 - c. The Respondent should be given **thirty (30) calendar days** from the date of WSDOT's RFI to provide WSDOT with the requested information and documents. WSDOT may modify the timeframe depending on the extent of the data requested or other special circumstances.
5. Interviews
 - a. Interviews should be conducted with the Complainant, Respondent, and appropriate witnesses during the investigative process.
 - b. A written record of both telephone and in-person interviews must be created and kept in the Investigative Case File.
6. Failure by the Respondent to provide access to information.
 - a. Respondents should provide investigative access to all books, records, accounts, electronic media, audiotapes, and other sources of information or facilities necessary to determine compliance.
 - b. Failure by a Respondent to cooperate fully can be grounds for a determination of noncompliance on the part of the Respondent.
7. On-Site Visits
 - a. **All ADA complaints involving the public right-of-way require an on-site review.**
 - b. On-site visits for Title VI complaints – where FHWA has jurisdiction, these steps should only be followed upon instruction by FHWA.
 - (1) After the Investigator has received and reviewed the documents requested in the RFI from the Respondent, a determination should be made as to whether an on-site visit is needed.
 - (2) A thorough investigation can often be conducted without an on-site visit to the Respondent's facility. If all the following conditions are present, an on-site visit is usually unnecessary:
 - (a) Individuals are not the primary source of information needed (e.g. interviews are unnecessary or can be done by telephone);
 - (b) All needed information can be specified precisely in the RFI and can be easily provided by the Respondent;

- (c) The Respondent can provide written documentation to verify its position in its response to the RFI; and
 - (d) There is good reason to conclude that the Complainant is the only person affected by the alleged discrimination.
 - (3) If the Investigator determines that an on-site visit is necessary, an on-site notification letter should be sent to the Respondent advising the Respondent of the planned visit.
 - (4) Upon completion of the on-site visit, but before returning to the home office, the Investigator should review the information and cross-check it with the IP and RFI to ensure that all needed information has been collected.
 - (5) Missing information should be gathered during an exit conference. The exit conference provides the Investigator with an opportunity to clarify any questions that may have arisen during the site visit, and to request any additional information.
8. Analyzing the evidence
- a. The preponderance of evidence standard (evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it) is the standard used when determining compliance or violation.
 - b. The information and data collected depend upon the issues involved in the case. Properly collected and analyzed information is central to compliance investigations.
 - c. The importance of developing a thorough and complete IP of the information needed to determine compliance cannot be overemphasized.
 - d. Evidence standing alone does not prove a violation. It must be related to the policies and procedures of the Respondent and issues under investigation. To ensure the value of the collected and analyzed evidence, the Investigator should:
 - (1) Note when the document was received and from whom;
 - (2) Keep the original copy of the document clean and free from marks, tears, etc.;
 - (3) Photocopies of the documents should be made for mark up;
 - (4) Keep the documents received in a safe place so that they will not get lost or inadvertently removed by co-workers; and
 - (5) Document the circumstances under which the evidence was collected - Remember why the evidence was collected; what questions elicited the evidence; and whether any statistical techniques were applied to the evidence, and if so, what they were.

- e. When reviewing data, the Investigator should:
 - (1) Have a clear and thorough understanding of what the document says; seek clarification where needed; never read meanings into the evidence, but accept it at face value;
 - (2) Determine relevance; know what you are looking for; recognize the presence or absence of needed information;
 - (3) Verify the evidence – cross-check the evidence; identify conflicting information and resolve the conflict, if possible;
 - (4) Assemble the evidence – develop an information flow pattern; establish a logical continuity; and
 - (5) Draw conclusions – let the evidence speak for itself; test conclusions by considering possible rebuttal arguments from both Respondent and Complainant.

9. Exit Interview

- a. The exit interview is conducted separately for the Complainant and the Respondent. The exit interview provides an opportunity for the Investigator, as well as the Respondent and the Complainant, to clarify any questions that may have arisen during the investigation, and to provide any additional information.
- b. The Investigator should explain that this exit interview may not be an end to the investigation. The Investigator should also explain the process WSDOT will follow, if a violation is found.
- c. The Investigator may have already reached a conclusion as to whether the Respondent is in compliance or noncompliance with USDOT's requirements. Should this happen, it is important that the Investigator not communicate that opinion during the exit interview.

H. Preparing the Investigative Report (IR)/Report of Investigation (ROI)

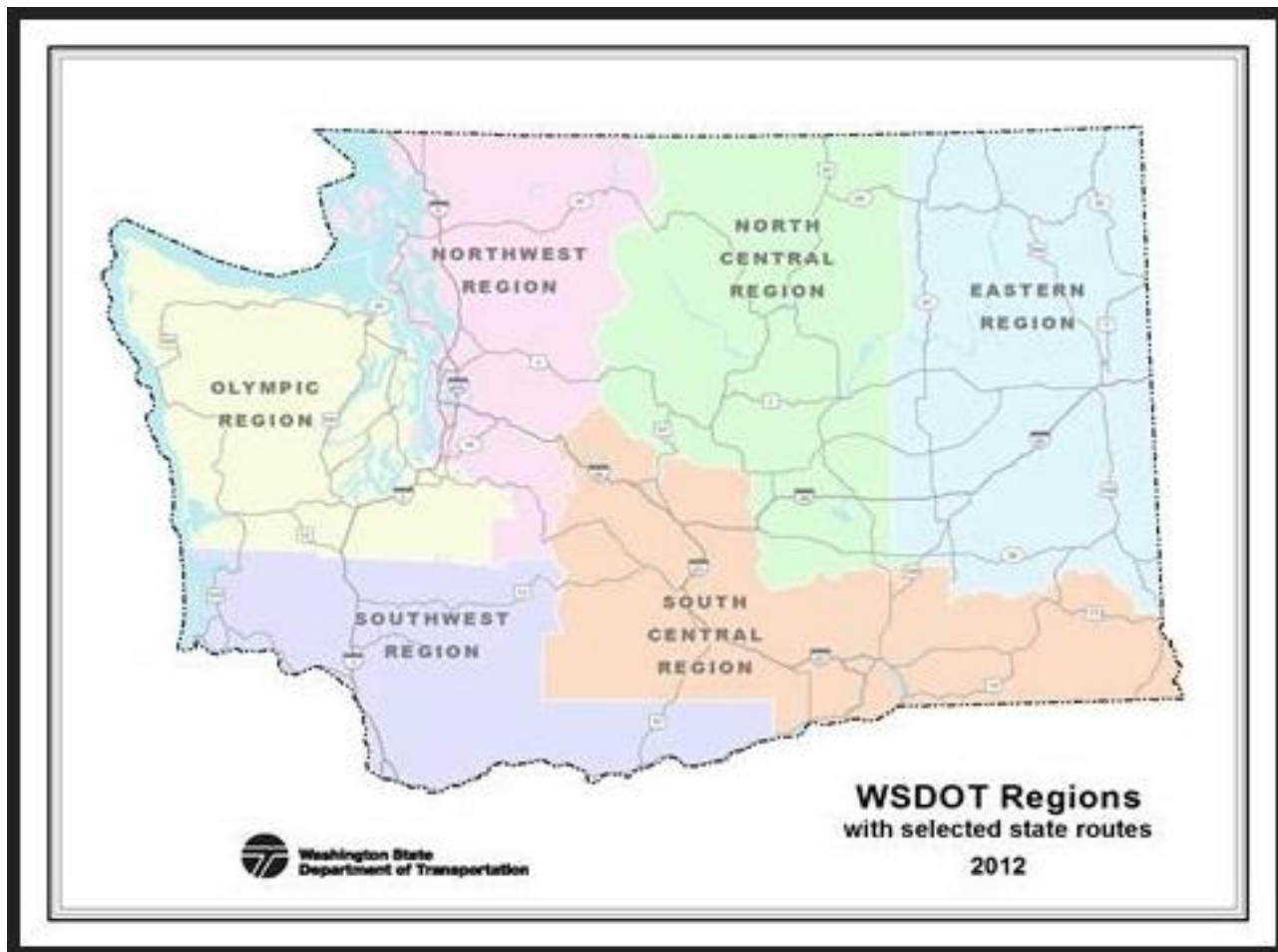
- 1. The Investigator should prepare an IR/ROI setting forth all the relevant facts obtained during the investigation. The IR/ROI should include a finding for each issue and recommendations where necessary. A copy of the IR/ROI should never be given to the Respondent or Complainant.
- 2. References should be used throughout the IR/ROI to direct the reader to the appropriate supporting documentation in the Investigative Case File. For large case files, it is suggested that the IR/ROI include a table of contents or index of documents and a key referencing by tab the evidence in the file relied upon in making any determination.
- 3. Upon review of the Investigator's IR/ROI, the OECR Director or Deputy Director may determine that additional evidence is necessary.

4. If the OECR Director or Deputy Director accepts the IR/ROI without any additional evidence, WSDOT will forward the IR/ROI and a copy of the Investigatory Case File to USDOT for review and final determination.
5. The OECR will notify Complainant and Respondent of WSDOT's findings, and indicate that the findings are subject to review and concurrence by USDOT.
6. Once USDOT has made its final decision and issued a Letter of Findings (LOF), WSDOT will notify Complainant and Respondent of USDOT's determination. The USDOT decision is final and not subject to administrative appeal.
7. If the Complainant or the Respondent is not satisfied with the USDOT's decision, the Complainant or Respondent may file an action in U.S. District Court.

III. Closing the file

- A.** If the FHWA or OECR managers determine that the complaint will not be investigated, the managers will notify in writing the Data and Reporting Specialist responsible for logging the complaint.
 1. The Data and Reporting Specialist will prepare the appropriate documentation to close a case and mark the case as closed in SharePoint.
 2. The Data and Reporting Specialist will, where appropriate, inform the Complainant in writing that the case has been closed and why.
 3. If the case was closed because of deficiencies in the complaint, the Complainant should be informed that they are welcome to re-file the complaint if they can remedy the deficiencies.
- B.** Once all action on the case has been completed and USDOT has issued a final determination, the case may be closed.
 1. All documents relevant to the case, including the initial complaint documents, documents compiled during the investigation, and any final determination, should be forwarded to the Data and Reporting Specialist for archiving.
 2. The Data and Reporting Specialist should attach all documents electronically to the case file in SharePoint, and mark the case as closed on the SharePoint complaint tracking log.

Appendix 8 – WSDOT Regions Map



106 – TITLE VI POLICY AND PROCEDURE



POLICY: (OPTIONAL)	105 - WSDOT Title VI Implementation Plan	PROCESS OWNER:	Aaron Halverson, Public Works Director
APPROVED BY:	Gene Brazel	APPROVER'S TITLE:	City Administrator
EFFECTIVE DATE:	10/14/2025	LAST REVISION DATE:	10/3/2025

1. PURPOSE

Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin in any program or activity receiving federal financial assistance. For the City of Lake Stevens, this means implementing a comprehensive compliance program that includes public non-discrimination policies, language access services for individuals with limited English proficiency, and accommodations for people with disabilities. The City is adopting WSDOT's Title VI Plan (policy and program), which ensures alignment with federal laws such as the Americans with Disabilities Act and the Federal-aid Highway Act. This policy and procedure document outlines key elements and processes that must be followed to be in compliance and to best serve our community.

2. SCOPE

The intended audience for this policy and procedure includes City Leadership, the designated Title VI Coordinator, Department Liaisons, and anyone who may be asked to help resolve Title VI complaints. This document outlines roles and responsibilities, the process for resolving complaints, public notice standards, translation services standards for adhering to [WSDOT's Limited English Proficiency Accessibility Plan](#), etc.

3. DEFINITIONS

Term (Abbreviation)	Definition
Civil Rights Restoration Act of 1987	Clarifies that Title VI applies to all operations of a recipient of federal funds, not just the specific program or activity receiving the funds.
Complaint Process	A formal procedure for receiving, investigating, and resolving complaints of discrimination under Title VI, including timelines, documentation, and reporting obligations.
Environmental Justice (EJ)	The fair treatment and meaningful involvement of all people—regardless of race, color, national origin, or income—in environmental decision-making and policy implementation.
Federal-Aid Highway Act of 1973	Reinforces Title VI by ensuring nondiscrimination in federally assisted highway programs.
Limited English Proficiency (LEP)	Refers to individuals with limited ability to read, speak, write, or understand English, requiring agencies to provide meaningful access to services.

Primary Recipient	An entity (such as WSDOT) that receives federal financial assistance and may distribute it to subrecipients.
Public Participation	The process of engaging all community members—especially underserved populations—in decision-making through accessible notices and inclusive outreach.
Subrecipient	Any entity that receives federal financial assistance from a primary recipient and is subject to Title VI requirements.
Title VI Coordinator	The designated individual is responsible for overseeing the Title VI program, including training, complaint resolution, and reporting.
Title VI Department Liaisons	Designated initial points of contact within each department who engage in complaint resolution with the Title VI Coordinator.
Title VI of the Civil Rights Act of 1964	Prohibits discrimination based on race, color, or national origin in programs and activities receiving federal financial assistance.
WSDOT Limited English Proficiency (LEP) Accessibility Plan	The WSDOT LEP Accessibility Plan ensures that individuals with limited English proficiency have meaningful access to WSDOT programs, services, and activities by guiding agencies in providing translation, interpretation, and outreach based on a four-factor analysis of language needs, service importance, frequency of contact, and available resources.
WSDOT Title VI Plan	The WSDOT Title VI Plan outlines how the Washington State Department of Transportation ensures nondiscrimination in all its programs and activities—regardless of funding source—by complying with federal civil rights laws, promoting equitable access, and monitoring subrecipients for compliance. Cities that have populations less than 75,000 can adopt WSDOT’s plan as their own, which is what the City of Lake Stevens has done.

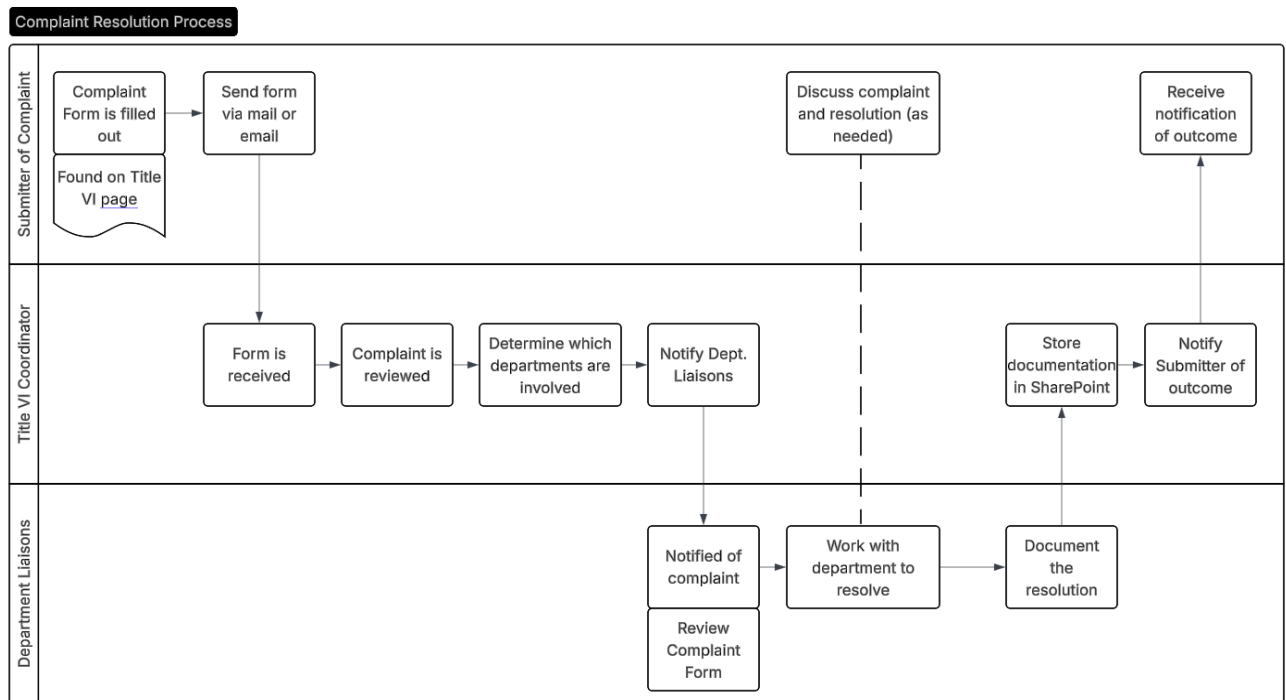
4. RESPONSIBILITIES

Role	Responsibilities	Designated Employee(s) (Updated 10/3/2025)
Title VI Coordinator	• The public’s initial point of contact. • Receive complaints and disseminate to department liaisons to resolve. • Document the complaint and the end outcome. • Submit required reports to WSDOT.	Max Roth, Risk Manager mroth@lakestevenswa.gov
Department Liaisons (Updated October 2025)	• Manage and oversee Title VI compliance. • Receive initial notification of the complaints from the Title VI Coordinator. • Work with their department to resolve the complaint.	<i>Administration:</i> Caitlin Weaver, Deputy City Clerk cweaver@lakestevenswa.gov <i>Finance:</i> Barb Stevens, Finance Director bstevens@lakestevenswa.gov

	• Submit final documentation of the outcome to the Title VI Coordinator.	<i>Human Resources:</i> Max Roth, Risk Manager mroth@lakestevenswa.gov <i>Information Technology:</i> Vanessa Ross, Applications Analyst vross@lakestevenswa.gov <i>Municipal Services Division:</i> Caitlin Weaver, Deputy City Clerk cweaver@lakestevenswa.gov <i>Parks and Recreation:</i> Sarah Garceau, Parks and Recreation Director sgarceau@lakestevenswa.gov <i>Planning and Community Development:</i> Russ Wright, Planning and Community Development Director rwright@lakestevenswa.gov <i>Police Department:</i> Dean Thomas, Deputy Police Chief dthomas@lakestevenswa.gov <i>Public Works:</i> Natasha Houghtaling, Administrative Assistant nhoughtaling@lakestevenswa.gov
Municipal Services Division	• Ensure that the Title VI Public Notice is posted in public spaces	Caitlin Weaver, Deputy City Clerk
Website Updates	• Updates the Title VI webpage on the City's website as needed.	Information Technology -or- Public Works Analyst
Provide Training	• Schedule and assign yearly training on Title VI via NEOGOV	Public Works Analyst

5. PROCEDURES

5.1. Complaint Resolution Process – The complaint process includes the required steps for responding to complaints. This process was last updated in October 2025.



5.2. Engaging the Public – [WSDOT's Community Engagement Plan](#) outlines when to engage the public and suggests methods for engagement by project phase. Below is a summary of the best practices:

5.2.1. What to Engage the Public On:

Project Phase	How the Public Could Engage
Establishing the Policy Framework (transportation goals are set through legislation, long-range plans, and strategic direction)	The public helps shape the vision and goals by participating in surveys, public meetings, advisory groups, and commenting on draft documents.
Managing System Assets (operations and maintenance of existing assets)	The public provides feedback and stays informed about ongoing activities.
Identifying Needs and Assessing Alternative Strategies (evaluate system performance, identify needs and prioritize strategies)	Input on system needs, goals, and conceptual strategies.
Refining Solutions and Assigning Resources (solutions are refined and resources assigned based on previous input)	Focus on design elements and maximizing resource effectiveness.
Developing Funded Solutions (solutions are prepared for implementation)	Learn about upcoming construction and influence design decisions.

Implementing Solutions (solutions are put into action)

Receive information about impacts and progress, provide feedback during implementation.

5.2.2. How to Engage the Public:

- **Tailored Engagement:** Adjust methods to fit community needs (e.g., language, literacy, cultural norms, accessibility).
- **Multiple Channels:** Use meetings, workshops, surveys, online platforms, social media, newsletters, and direct outreach.
- **Inclusive Practices:** Provide translation and accessible materials.
- **Community Partnerships:** Work with local organizations and trusted community leaders.
- **Continuous Feedback:** Acknowledge and respond to public comments, measure engagement success, and adapt strategies as needed

5.3. **Providing Interpreter Services** – If a member of the public requests assistance in the form of interpreter services, we can offer the use of Language Line. Language Line is a phone service that the city pays for that connects the person in need with a certified interpreter. Below is the process for using this service, and the department codes that should be used based on the hosting department of the engagement:

5.3.1. **How to Use Language Line** – Below are the high-level steps and information needed to utilize this interpreter service:

- Language Line Account Number: 9020577616

1. Dial the Access Number

Use the dedicated Language Line phone number: (xxx) xxx-xxxx

2. Enter Your Client ID or Access Code

You'll be prompted to enter a numeric code that identifies your department. This ensures billing and usage tracking are accurate.

Department	Department Code
Administration	
Finance	
Human Resources	
Information Technology	
Municipal Services Division	
Parks and Recreation	
Planning and Community Development	
Police Department	
Public Works	

3. Select the Language Needed

You can either speak the name of the language or enter a language code (e.g., 1 for Spanish, 2 for Mandarin, etc.).

4. Connect with an Interpreter

Within seconds, you'll be connected to a professional interpreter. You can then begin your conversation with the non-English-speaking individual.

5. Three-Way Communication

The interpreter will facilitate communication between you and the other party. Speak in short, clear sentences and pause for interpretation.

6. End the Call

Once the conversation is complete, simply hang up. The call duration and language used are logged for reporting and billing.

5.4. Reporting to WSDOT – Reporting to WSDOT is required yearly during years that federal funding is received by the city. This includes updating “Assurances,” which is a required document that must be signed by the City Administrator, and completing form APP28.93. As of October 2025, these annual reports are due by May 1st each year. These forms are submitted to WSDOT via email at TitleVI@wsdot.wa.gov. If the Title VI Coordinator has any questions, they can reach out to that email for assistance.

5.5. Documentation Storage - All documentation related to this program should be stored on SharePoint. As of October 2025, the SharePoint site that will house the documentation is the Risk SharePoint site. Items that should be stored include, but aren't limited to:

- Complaints and resolutions
- Demographic data, complaint statuses, and reporting forms
- City communication documents (e.g., Title VI-related public notices, etc.)
- Contact list for Title VI Coordinator and Department Liaisons
- Complaint form templates (in Word and fillable PDF)
- Training plan, etc.

6. REFERENCES

Insert links to resources that may be useful when performing the procedure, for example, government standards and other SOPs. If this SOP is enforced by a policy include the supporting policy.

6.1. 105 - WSDOT Title VI Implementation Plan

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CITY COUNCIL STAFF REPORT



Agenda Date: 10/14/2025

Subject: Surplus Property Certificate Form - Parks

Contact Person/Department: Sarah Garceau, Parks Department

Budget Impact: Revenue TBD

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Approve the Disposition of Surplused Items

SUMMARY/BACKGROUND:

The Parks and Recreation Department ("Department") has identified items that need to be surplused. These items are not being utilized by the Department, and we do not foresee a use for them in the future. Items that are valued at more than \$250 must be approved by the City Council.

The four speakers, two amplifiers, mixing board and the stage were all approved for surplus on May 6, 2025. However, the original disposal method has changed. Originally, these items were going to be donated to the Arts and Park Foundation, but since then they have declined the items. All of these items will now be going to auction, except for the stage which has further deteriorated past its useful life and will be thrown away.

The LBX Bollards have been added to the surplus list, which will be going to auction. These are the surface mounted light bollards that were originally installed in North Cove Park and were removed.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

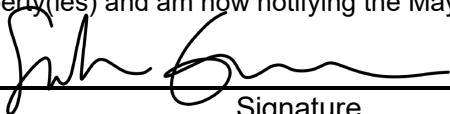
1. Surplus Form Parks 10.9.2025

CITY OF LAKE STEVENS SURPLUS PROPERTY CERTIFICATION FORM

If property is determined to be less than \$250 value and a bona fide charitable organization is known to have use for the surplus property, name that charity in the "Charity" column. If property is determined to be surplus to another government entity to be used by that entity, name that entity in the "Government" column.

Description of Property(ies) (including Vehicle VIN or Serial # if applicable)	Est. Value (\$)	How Value Determined	Charity	Government	Other
Panasonic Speaker Model WSA200 Serial # 790085	92.57	Average cost w 66% depreciation			Auction
Panasonic Speaker Model WSA200 Serial # 79002X	92.57	Average cost w 66% depreciation			Auction
Qty 2: QSC Amplifier Model RMF2400 w/ ATA Safe Case	736.39	Average cost w 66% depreciation			Auction
Mackie Mixing Board Model CFX20 + ATA Safe Case	459.31	Average cost w 66% depreciation			Auction
JBL Speaker Model JRX125 Serial # 014488	147.74	Average cost w 66% depreciation			Auction
JBL Speaker Model JRX125 Serial # 014488	147.74	Average cost w 66% depreciation			Auction
Qty: 20 Wood & Metal Riser Panels for 3 riser setup + Riser skirting.	0	Beyond Useful Life			Landfill
Qty: 73 LBX Bollards - ULB-10861	10,570.40	New cost w 90% depreciation			Auction

I, the City of Lake Stevens Department head signed below, hereby certify that the listed property(ies) above is no longer of public use to the City and the sale thereof would be in the best interest of the City. I further certify that in accordance with City Ordinance 609 I have taken reasonable steps to determine the estimated value(s) of said property(ies) and am now notifying the Mayor of the estimated value(s).

	Parks and Recreation Director	October 9, 2025
Signature	Title	Date

Certified for Disposition	
Mayor (or designee)	Date

\\LK02.lakestevens.gov\Users\scott\My Documents\Forms - miscellaneous\Surplus Property\Surplus property certification form - locked boiler plate.doc

CITY COUNCIL STAFF REPORT



Agenda Date: 10/14/2025

Subject: \$200k Grant Agreement for North Cove Motorized Dock A&E

Contact Person/Department: Sarah Garceau, Parks Department

Budget Impact: \$200,000 Revenue

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Approve the Mayor to sign the RCO Grant Agreement

SUMMARY/BACKGROUND:

The Parks and Recreation Department has been awarded \$200,000 by the Washington State Recreation and Conservation Office (RCO) through their boating facilities grant program. Funds will be used for public outreach, cultural resources, design and permitting for the motorized boat dock at North Cove Park.

The total project cost is estimated to cost \$418,200. In addition to the \$200,000 from RCO, \$87,134 was awarded from Snohomish County under the County/City Partnerships Program.

Parks and Recreation will proceed with selecting a consultant in November/December 2025 and design a new marina at North Cove boat launch in 2026. The dock will expand usage for recreational boating, and include an area for the police and fire boats.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 24-2625 Agreement - North Cove Marina Planning

Project Sponsor: City of Lake Stevens
Project Title: North Cove Marina Planning

Project Number: 24-2625P
Approval Date: 06/24/2025

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and City of Lake Stevens (Sponsor, and primary Sponsor), PO Box 257, Lake Stevens, WA 98258, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Recreation Resource Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

The City of Lake Stevens will use this grant to fund the planning effort at North Cove Marina that is located in the heart of Old Town Lake Stevens. Grant work includes public outreach, cultural resources, design and permitting. This project will modernize the design of the existing facility leading to replacement of the dilapidated docks at the boat launch that have reached the end of their useful life. The primary recreation opportunity supported by this project is motorized boating.

PERIOD OF PERFORMANCE

The period of performance begins on October 1, 2025 (project start date) and ends on December 31, 2027 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this planning project, the sponsor's on-going obligation shall be the same as the period of performance identified in the Period of Performance section.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$200,000.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
RCFB - Boating Facilities - Local	47.82%	\$200,000.00	State
Project Sponsor	52.18%	\$218,200.00	
Total Project Cost	100.00%	\$418,200.00	

At the direction of the legislature and RCO best practices, sponsors must utilize the project funds in a timely and efficient manner in accordance with the project milestones set forth in this Agreement. Projects not aptly progressing towards completion may have funding rescinded.

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, WAC Title 286, RCFB policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Boating Facilities Program (BFP) - Manual 9
- Reimbursements - Manual 8

SPECIAL CONDITIONS

None

SPECIAL CONDITIONS - CULTURAL RESOURCES

CONDITION APPLIES TO THE FOLLOWING AREA(S): North Cove Marina APE

State - RCO Lead: Monitoring required: This agreement requires compliance with Executive Order 21-02. RCO has completed the initial consultation for this project and archaeological monitoring of project activities is required. Project work must proceed in accordance with the terms of a monitoring plan developed for related projects or a cultural resources monitoring plan must be developed. The Sponsor must submit an archaeological monitoring report detailing the results of the monitoring to RCO before final payment will be made. Project activities started without approval will be considered a breach of contract. If archaeological or historic materials are discovered while conducting project activities, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in this agreement. All cultural resources work must meet reporting guidelines outlined by the Department of Archaeology and Historic Preservation.

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact

Jill Meis
Parks & Rec Coordinator
PO Box 257
Lake Stevens, WA 98258
jmeis@lakestevenswa.gov

RCO Contact

Dan Haws
Outdoor Grants Manager
PO Box 40917
Olympia, WA 98504-0917
dan.haws@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 24-2625, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

City of Lake Stevens

By: _____

Date: _____

Name (printed): _____

Title: _____

**State of Washington Recreation and Conservation Office
On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)**

By: _____

Date: _____

FOR Megan Duffy
Director
Recreation and Conservation Office

Pre-approved as to form:

By: _____

Date: 01/31/2025

Assistant Attorney General

Project Sponsor: City of Lake Stevens
Project Title: North Cove Marina Planning

Project Number: 24-2625P
Approval Date: 06/24/2025

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Planning Metrics

Worksite #1, North Cove Boat Launch Marina

Recreation Facility Design

Engineering/design of boating facilities

Select the type of boating facilities :

Boarding float, Pier, Transient moorage

Acres designed for boating recreation:

0.41

Recreation Facility Planning

Environmental documentation

Cultural Resources

Cultural resources

Permits

Obtain permits

Project Sponsor: City of Lake Stevens
Project Title: North Cove Marina Planning

Project Number: 24-2625P
Approval Date: 06/24/2025

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
	Project Start	10/01/2025	
	Design Initiated	10/31/2025	
	Applied for Permits	12/31/2025	
	60% Plans to RCO	12/31/2025	
	Progress Report Due	12/31/2025	
	Progress Report Due	06/30/2026	
	Annual Project Billing Due	07/31/2026	
	Progress Report Due	12/31/2026	
	SEPA/NEPA Completed	02/28/2027	
	Cultural Resources Study	02/28/2027	Monitoring Plan Required.
	Progress Report Due	06/30/2027	
	Annual Project Billing Due	07/31/2027	Cultural Resources work is complete when either an IDP has been provided by the CR Unit and signed by the Sponsor or the final Monitoring Report has been submitted and accepted by DAHP (if applicable).
	Cultural Resources Complete	09/30/2027	
	Final Plan to RCO	10/31/2027	
	Final Report Due	12/01/2027	
	Final Billing Due	12/15/2027	
	Agreement End Date	12/31/2027	

Project Sponsor: City of Lake Stevens
Project Title: North Cove Marina Planning

Project Number: 24-2625P
Approval Date: 06/24/2025

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 07/08/2025.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the “Application” in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

Cultural Resources – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level

established by the Sponsor or \$5,000 (2 C.F.R. Part 200 (as updated)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

planning project - A project that results in one or more of the following: 1) a study, a plan, assessment, project design, inventory, construction plans and specifications, and permits; or 2) a project that provides money to facilitate the work of an organization engaged in planning and coordination, or resource stewardship.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCFB – Recreation and Conservation Funding Board

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO. Sponsor shall not sell, give, or otherwise assign to another party any property right, or alter a conveyance (see below) for the project area acquired with this grant without prior approval of the RCO.

RESPONSIBILITY FOR PROJECT

Although RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

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

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

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

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. **Project Review.** RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as

may apply.

- 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. Termination. RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. Notice To Proceed. No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.
- D. Compliance and Indemnification. At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.
- F. Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:
- 1) Keep the IDP at the project site.
 - 2) Make the IDP readily available to anyone working at the project site.
 - 3) Discuss the IDP with staff and contractors working at the project site.
 - 4) Implement the IDP when cultural resources or human remains are found at the project site.
- G. Inadvertent Discovery
- 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
 - 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
 - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by the Department of Archaeology and Historic Preservation (DAHP).
 - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records 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. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such record to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the

Sponsor.

- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
- 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law, any needed approvals of RCO, and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon offsets sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
- 1) The Sponsor's matching resources;
 - 2) The project's total cost;
 - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
 - 6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:

- 1) Publish a notice to the public requesting bids/proposals for the project;
- 2) Specify in the notice the date for submittal of bids/proposals;
- 3) Specify in the notice the general procedure and criteria for selection; and
- 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
- 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may, at its discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

- 1) The Sponsor was not in default; or

- 2) Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights and Remedies of the RCO.

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
- 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

END OF STANDARD TERMS AND CONDITIONS

This is the end of the Standard Terms and Conditions of the Agreement.

CITY COUNCIL STAFF REPORT



Agenda Date: 10/14/2025

Subject: WSDOT Virtual Coordination Center Interlocal Agreement - Leading Service Agreement Contract

Contact Person/Department: Jeffrey Beazizo, Police Department

Budget Impact: There are no service charges to be a Participant of the VCC.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the ILA agreement for WSDOT Virtual Coordination Center

SUMMARY/BACKGROUND:

WSDOT, pursuant to ESHB 1125, Section 217 (8), was tasked with creating, maintaining, and operating a Virtual Coordination Center. WSDOT is authorized pursuant to RCW 39.34 to provide Interlocal Agreements via the Interlocal Cooperation Act. The Virtual Coordination Center “VCC” Pilot Project was formed under an Interlocal Agreement known to WSDOT as K1614 (formerly known as GCB 3754) and their respective Data Sharing Agreements (K1513, K1514, K1528, and K1529) (collectively the “VCC Pilot Phase Interlocal Agreement”).

The Virtual Coordination Center (“VCC”) is a cloud-based incident management system based on a virtual collaborative working environment that enables near real-time data sharing and coordinated responses. The data is shared in a common dashboard which allows responders across multiple jurisdictions to see incidents as they happen, make more informed decisions, collaborate in real time to coordinate responses, and distribute a unified public message.

This Leading Service Agreement (“LSA”) sets out the general terms and conditions under which WSDOT provides and the Participant receives the Virtual Coordination Center services. Service specific terms and details will be set forth in a Terms of Participation (“TOP”) for each Participant. All TOP are incorporated as addenda to this

Leading Service Agreement. As used herein, "Agreement" means this LSA, the TOP, and any additional incorporated documents indicated via the TOP.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. 1 - Leading Service Agreement Draft - For Final Review
2. 2 - Terms of Participation- For Final Review
3. 3 - Addendum A- DSA Draft - For Final Review
4. 5 - Exhibit A- Key Personnel- For Final Review
5. 6 - Exhibit B- Participant Roster - For Final Review



Virtual Coordination Center Interlocal Agreement - Leading Service Agreement Contract

THIS Virtual Coordination Center Leading Service Agreement (“LSA”), dated for reference purposes on the date of execution of the corresponding Terms of Participation (“TOP”), is entered into between the State of Washington acting by and through the Department of Transportation (“WSDOT”) and each government agency that has executed a TOP Agreement (individually, a “Participant” and collectively, the “Participants”).

WSDOT, pursuant to ESHB 1125, Section 217 (8), was tasked with creating, maintaining, and operating a Virtual Coordination Center. WSDOT is authorized pursuant to RCW 39.34 to provide Interlocal Agreements via the Interlocal Cooperation Act. The Virtual Coordination Center “VCC” Pilot Project was formed under an Interlocal Agreement known to WSDOT as K1614 (formerly known as GCB 3754) and their respective Data Sharing Agreements (K1513, K1514, K1528, and K1529) (collectively the “VCC Pilot Phase Interlocal Agreement”).

The Virtual Coordination Center (“VCC”) is a cloud-based incident management system based on a virtual collaborative working environment that enables near real-time data sharing and coordinated responses. The data is shared in a common dashboard which allows responders across multiple jurisdictions to see incidents as they happen, make more informed decisions, collaborate in real time to coordinate responses, and distribute a unified public message.

This Leading Service Agreement (“LSA”) sets out the general terms and conditions under which WSDOT provides and the Participant receives the Virtual Coordination Center services. Service specific terms and details will be set forth in a Terms of Participation (“TOP”) for each Participant. All TOP are incorporated as addenda to this Leading Service Agreement. As used herein, “Agreement” means this LSA, the TOP, and any additional incorporated documents indicated via the TOP. Any capitalized term that is not defined in this LSA shall have the meaning provided in the TOP or *Addendum A – Data Sharing Addendum*, as applicable.

This LSA supersedes the VCC Pilot Phase Interlocal Agreement and all associated Data Sharing Agreements between WSDOT and each Participant.

AGREEMENT

1. **Term.** This Agreement is effective on the date of execution of a corresponding TOP by WSDOT and the Participant and remains in full force and effect until terminated by either party in accordance with the termination provision herein.
2. **Payment.**
 - 2.1. **Service Charges.** There are no service charges to be a Participant of the VCC.
 - 2.2. Participant hereby agrees to operate and maintain its own independent system that will provide and/or receive near real-time data relevant to traffic impacts to/from the cloud-based software system to be shared with other Participants through the VCC. Each Participant shall, at its sole cost and expense, acquire, own, and maintain all equipment, hardware, and software for Participant’s system that interfaces to the Cloud.
 - 2.3. WSDOT shall be solely responsible for obtaining any license agreements or contracts with third parties as needed to provide, operate, and maintain the VCC in a manner that complies with the terms and conditions of this Agreement.
 - 2.4. WSDOT will not enter into any third-party contracts that require payment of costs by Participant(s) without the prior written approval of said Participant(s).

3. Participant and WSDOT Responsibilities.

- 3.1. Participant acknowledges that the operation of the VCC requires good faith participation from each Participant. This includes operating and maintaining Participant's own independent system that can provide and/or receive real-time data to/from the Cloud to be shared with other Participants through the VCC.
- 3.2. The Participant further acknowledges that the VCC requires each Participant to designate staff to support and/or interface with the VCC, including, but not limited to monitoring and coordinating with other Participants to respond to and endeavor to quickly clear roadway incidents and reduce congestion in their respective geographic areas.
- 3.3. Participant will be responsible for the costs of its own qualified staff necessary to perform the work within its organization to participate with the VCC according to the terms of the Agreement. Participant staff shall be considered employees of the respective Participant for all purposes.
- 3.4. Participant shall comply with applicable laws and regulations and the terms of the *Addendum A- Data Sharing Addendum* which shall be applicable to all data exchanged among Participants through the VCC. Each Participant shall ensure that it has in effect such safeguards, processes, and procedures as are reasonably necessary to protect the security of data exchanged among Participants through the VCC and to limit the use of data exchanged for purposes of the VCC, and which comply with *the Addendum A – Data Sharing Addendum*, applicable data protection and privacy laws.
- 3.5. Participant shall coordinate and cooperate in good faith with other Participants and WSDOT in a manner that will promote integration, synergism, and efficiency among the Participants and in the operation of the VCC as outlined in the Agreement.
- 3.6. Each Participant shall respond to its own public disclosure requests as required by the Public Records Act.
- 3.7. Each Participant shall maintain insurance, or a self-insured program, during the term of this Agreement. Without limiting any Participant's defense and indemnification obligations under this Agreement, each Participant shall maintain in force, at all times during the term of this Agreement, a policy, or policies of Commercial General Liability insurance with limits not less than \$1 million with insurance carriers authorized to do business in the state of Washington, which have a Best's rating of no less than A. If a Participant is self-insured, or is a Participant of a self-insurance pool, a certification of self-insurance covering the potential liabilities of the Participant under this Agreement shall constitute compliance with this insurance requirement.
- 3.8. Participant agrees to the terms of this LSA and *Addendum A- Data Sharing Addendum* and the TOP when providing real time data to the VCC.
- 3.9. In addition to the roles and responsibilities designated to WSDOT in other sections of this Agreement, WSDOT shall not authorize any other agency to use or access the VCC and Participant data unless that agency is a public agency that has also executed the LSA, the TOP, and Addendum A substantially in the same form as that executed by each Participant, with only minor and non-substantive modifications that do not adversely impact any other Participant or substantively conflict with the terms of another Participant's agreement. Additionally, WSDOT shall provide each Participant with updated information identifying each agency Participant in the VCC. WSDOT shall ensure that its contracts with the cloud providers limit the providers' use of or access to VCC data to uses necessary to provide and maintain the cloud and for no other purpose.

4. **Consideration.** The operation and maintenance of the VCC is intended to provide mutual benefits to the Participants by (i) improving the efficiency and safety of travel; (ii) reducing secondary crashes on state highways and local streets; (iii) improving coordinated emergency responses to facilitate disaster responses and clearing of roadway incidents; and (iv) improving regional mobility during incidents. By entering this

Agreement, WSDOT and the Participant(s) acknowledge and agree that the mutual benefits of the VCC are sufficient consideration to bind the parties to the terms of this Agreement.

5. Organization. The operation and maintenance of the VCC shall be carried out through the following organizational structure.

5.1. Participant Executives/Signing Authority – As indicated in *Exhibit A: Key Personnel*, Executives and/or the Signing Authority for each Participant shall act as the principal decision maker for the Participant's involvement with and within the VCC. This includes but is not limited to:

- Providing and facilitating the sharing of CAD feeds if available (the executive/signing authority may delegate this function);
- Providing and facilitating the sharing of CCTV feeds if available (the executive signing authority may delegate this function).
- Acting as the signer for the Agreement.

5.2. VCC Agency (Participant) Contact – As indicated in *Exhibit A: Key Personnel*, The VCC Agency Contact is a designated individual within the Participant Agency that works as the intermediary between the VCC and the Participant. Their duties would include but not be limited to:

- Act as agency subject matter expert for the VCC.
- Participate in associated JOG (Joint Operations Group) meetings as the principal VCC representative for their Agency.
- Responsible for identifying and communicating with agency stakeholders including but not limited to Information Technology ("IT") contacts, VCC users, Executive/Signing Authority.
- Fostering and participating in VCC workgroups.

5.3. VCC Agency (Participant) IT Contact – As indicated in *Exhibit A: Key Personnel*, The VCC Agency IT Contact is responsible for facilitating the technical aspects of sharing data when applicable as covered under *Addendum A- Data Sharing Addendum*. This includes providing the necessary API to facilitate participant agency computer aided dispatch feed propagation into the VCC. Coordination with the WSDOT Incident Management Coordinator, WSDOT IT Project Manager, and WSDOT IT will be necessary to complete this task.

5.4. VCC Agency (Participant) Contract Administrator- As indicated in *Exhibit A: Key Personnel*, The VCC Agency Contract Administrator is responsible for coordinating review and facilitating the signing of all VCC agreements. They will coordinate with their respective internal staff and the WSDOT VCC Contract Administrator on all VCC related contract documents.

5.5. WSDOT VCC Program Manager – As indicated in *Exhibit A: Key Personnel*, The WSDOT VCC Program Manager is responsible for facilitating the introduction of the agreement to an agency and works to coordinate jurisdictional and agency approval.

5.6. WSDOT Incident Management Coordinator – As indicated in *Exhibit A: Key Personnel*, The WSDOT Incident Management Coordinator is responsible for ongoing contact and coordination with the VCC Agency Contact. This coordination includes but is not limited to utilization of VCC workgroups to address technical needs in coordination with the WSDOT IT Project Manager. This individual is also responsible for the initial training of VCC Agency Contacts.

5.7. WSDOT VCC Contract Administrator – As indicated in *Exhibit A: Key Personnel*, The WSDOT VCC Contract Administrator is responsible for drafting, coordinating review, and facilitating the signing of all VCC agreements. They will coordinate with the VCC Contract Manager, VCC Agency Contact, Agency Executive/Signing Authority on all VCC contractual issues and resolutions.

- 5.8. **WSDOT IT Project Manager** – As indicated in *Exhibit A: Key Personnel*, The WSDOT IT Project Manager is responsible for the coordination all program maintenance and updates to the VCC web application. This individual will coordinate with WSDOT IT in order to accomplish these goals.
 - 5.9. **WSDOT IT** – The WSDOT IT Developer is responsible for addressing program changes, updates and maintenance as assigned by the WSDOT IT Project Manager.
 - 5.10. **VCC User** – The VCC user is responsible for actively monitoring and contributing to the VCC during both normal day to day operations as well as during a time in which an incident model is activated. While interacting with the VCC, the VCC user is responsible for following their own agency's policies wherever appropriate.
 - 5.11. **VCC Workgroups** – VCC Workgroups are to be individuals identified by the VCC Agency Contact to be a key user. These key users work together as well as with the WSDOT Incident Management Coordinator and the WSDOT IT Project Manager to identify, test, and comment on changes and improvements within the VCC.
6. **Data.**
- 6.1. Each Participant that provides data to the VCC is solely responsible to provide Participant data related to traffic impacts as determined by Participant in its discretion. Each Participant shall manage its own data source systems necessary to support the VCC. Each Participant shall own and retain all rights to their data source systems. Nothing herein is intended to or shall be construed as granting other Participants any rights to another Participant's data source system.
 - 6.2. Each Participant owns and retains all rights to the data it provides to the VCC. Nothing herein is intended to or shall be construed as granting WSDOT or other Participants any rights to WSDOT's or another Participant's data, except such limited use rights as are necessary for purposes of the VCC as described in the TOP, this LSA, and Addendum A.
 - 6.3. Each Participant reserves all right, title, and interest (including all intellectual property and proprietary rights) in and to its Participant data, including any of Participant's data that is produced pursuant to any processing that occurs on the WSDOT/VCC systems. Each Participant will retain all responsibility for compliance with the applicable retention and other regulatory requirements applicable to Participant's source data. In the event that WSDOT/VCC services are required to meet those obligations, the parties will execute an amendment to the Terms of Participation to state the specific obligations. Otherwise, WSDOT will keep the data confidential to the extent allowed by law and may use the data solely for the purposes of providing VCC services to the Participant.
 - 6.4. If there is a security breach involving Participant data, WSDOT will notify the Participant immediately upon discovery and provide the Participant with the information needed about the breach necessary to meet the Participant's responsibilities and business needs.
 - 6.5. Participant, its contractors, employees, agents or other third parties may not download, use, or otherwise export or re-export any Software associated with a VCC service provided by WSDOT or any underlying information or technology except in full compliance with all United States and other applicable foreign laws and regulations.
 - 6.6. All VCC intellectual property and related material that is developed or produced by WSDOT or by its contractors and consultants and at its expense will be the property of WSDOT. The Participant is granted a non-exclusive limited-use license of this intellectual property for the purpose of participation in the VCC under the terms of the Agreement.
 - 6.7. The VCC title, copyright, intellectual property rights and distribution rights of the VCC intellectual property, other than Participant data, remain exclusively with WSDOT.
 - 6.8. The provisions of this section shall survive the expiration or termination of this Agreement.
7. **Records and Audit.**

- 7.1. WSDOT and the Participant to this Agreement shall each maintain books, records, documents, and accounting records relating to the VCC in compliance with their own legal and policy requirements.
- 7.2. Each Participant providing data for publication or sharing through the VCC, including WSDOT, shall enter into a Data Sharing Agreement (*Addendum A- Data Sharing Addendum*) prior to transmitting any such records to the VCC. Data furnished by a Participant pursuant to this Agreement remain the property of the furnishing Participant, subject to the Participant's document retention policies, unless otherwise agreed to in writing. Each Participant shall use reasonable security procedures to protect data accessed or viewed through the VCC from unauthorized disclosure. Notwithstanding the foregoing, the Participants acknowledge that all Participants are subject to chapter 42.56 RCW, the Public Records Act.
- 7.3. Each Participant shall ensure that access to the VCC is kept strictly limited to only a select group of Authorized Users (defined in *Addendum A – Data Sharing Addendum*). Each Participant agrees that only Authorized Users may access the VCC, and any use by any unauthorized user will constitute unauthorized use by the Participant agency. A Participating agency and WSDOT shall revoke the authorization of any employee to access the VCC no later than two (2) days after that employee no longer occupies the position or is no longer authorized to access the VCC.
- 7.4. Each Participant agrees to inform WSDOT of any unauthorized use immediately, not to exceed eight (8) hours, after first learning of such unauthorized use. Unauthorized use is when an individual who is not an Authorized User accesses the VCC platform. Notification of the unauthorized use shall be made to other Participant agencies by WSDOT as deemed appropriate.
- 7.5. Computer Aided Dispatch Data (CAD feed) is provided in real or near real time to the VCC by Participants. This data is filtered for information that pertains to traffic event types. The filtered data will then generate an Event in the VCC application. "Event" means CAD data about an occurrence that is transmitted to WSDOT from Participants for things that could impact traffic such as "Vehicle Accident". These Events could trigger an Incident Model depending on defined criteria. This data is held for 2 hours unless an update to that feed occurs. After 2 hours of no updates, this data will be filtered out of the user Interface and not seen. It will reside in the database for 30 days, then is deleted. If the event meets incident criteria, then an Incident Model is automatically generated by the VCC application. "Incident Model" or "Incident" is what is generated from an Event that has met a given criteria that significantly impacts traffic and allows participating agencies who have signed the LSA and TOP to compile and communicate Incident data with Participants. Incident Models can also be created by Authorized Users. Once this Incident Model is closed, and 30 days has passed, the Incident Model information is compiled into a report and sent to the providing Participant to apply their respective retention policies. Incident Model(s) will not be saved except for quality control and diagnostic purposes, but in no event longer than thirty (30) days after an Incident Model is closed. After the report is sent, the Incident Model data is deleted from the VCC application.

8. Indemnity.

- 8.1. It is the intent that WSDOT and each Participant shall be responsible for all liabilities, costs, claims, injuries, and damages provided for by law to the extent resulting from that party's own negligence and the negligence of that party's officers, employees, and contractors. To the extent allowable by law, WSDOT and each Participant individually shall protect, defend, indemnify, and save harmless each other Participant, its officers, officials, employees, and agents, from any and all costs, claims, judgments, and/or awards of damages, resulting from the negligent acts or omissions of its officers, officials, employees, contractors, and agents, acting within the scope of their employment, and arising out of or in connection with the performance of this Agreement.
- 8.2. To the extent allowable by laws and regulations, 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 more than one Participant or from the concurrent negligence of WSDOT and one or more Participant(s),

including their respective officers, officials, employees, contractors, and agents, WSDOT's or an individual Participant's liability hereunder shall be only to the extent of that Participant's negligence, or the negligence of that Participant's officers, officials, employees, contractors and agents.

- 8.3. It is further specifically and expressly understood that the indemnification provided herein constitutes WSDOT's and the Participant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely as to the other Participants and solely for the purpose of this indemnification provision. This limited waiver has been mutually negotiated by WSDOT and the Participants.
- 8.4. The Participants and WSDOT agree that the VCC does not supplant or change any existing Participant and WSDOT obligations or defenses related to traffic incidents.
- 8.5. Software, Applications, computer programs and other software system furnished to Participant by WSDOT at no charge to Participant are furnished on an "as is" basis with no representations or warranties regarding use or results.
- 8.6. This Section 8 shall survive expiration or termination of this Agreement.

9. Legal Relations.

- 9.1. **Notice of Dispute.** Participant will promptly notify WSDOT of disputes regarding invoices, or of services which Participant believes do not conform with the agreed upon terms of this Agreement, within 30 calendar days of Participant's discovery that services do not conform with the requirements of this Agreement, including Addendum A or a TOP. Participant's failure to give written notice within 30 calendar days after the Participant's discovery that WSDOT's performance of services does not conform to the requirements of this Agreement constitutes waiver of any objection to services.
- 9.2. **Dispute Resolution.** When a dispute arises concerning provision of the VCC or this Agreement, the parties will first attempt to negotiate a mutually satisfactory solution. In the event the dispute cannot be resolved between the parties, they may agree to an alternative dispute resolution process. WSDOT and the Participant agree to proceed diligently with the performance of services requested under any TOP while any dispute is pending. WSDOT will use good faith efforts to cause other Participants who have signed a TOPS with WSDOT to participate in dispute resolution where the dispute concerns any other Participant's activities related to the VCC.

10. Termination.

- 10.1. **Termination for Convenience.** Either WSDOT or a Participant may terminate this Agreement upon 30 calendar days written notice to the other.
- 10.2. **Termination for Cause.** If for any cause, Participant or WSDOT does not fulfill in a timely and proper manner its performance obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within 15 business days or by a later deadline as agreed to by both parties. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.

11. General.

- 11.1. **Recitals, Exhibits and Attachments.** The recitals of this Agreement are hereby incorporated into this Agreement. All exhibits, addendum, attachments, and documents referenced in this Agreement are hereby incorporated into this Agreement.
- 11.2. **Independent Capacity.** The relationship of WSDOT and the Participants shall be that of independent contractors. This Agreement does not create any joint employees. The employees or agents of each Participant and WSDOT who are engaged in the performance of this Agreement shall continue to be

employees or agents of the Participant and WSDOT, as applicable, and shall not be considered for any purpose to be employees or agents of the other or any other Participant.

- 11.3. **Assignment.** Neither this Agreement, nor any rights created by it, may be assigned, or transferred.
- 11.4. **Assurances.** The Participants agree that all activity pursuant to this Agreement shall be in accordance with all applicable Federal, State, and local laws, rules, and regulations as they currently exist or as amended. Participants acknowledge by signature hereto that all such applicable laws, rules, and regulations are known and are currently followed.
- 11.5. **Interpretation.** The titles to articles and sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.
- 11.6. **Amendments.** Subject to Section 3.9, this Agreement may be amended by WSDOT upon written notice to the Participants within fifteen (15) business days. Participants will have fifteen (15) business days to respond to the proposed changes. After fifteen (15) business days, WSDOT will update this Agreement with the amended language and notify the Participants. Using the VCC after the 15 business-day response period indicates acceptance of the modified Agreement.
- 11.7. **Waiver.** A failure by any Participant to exercise its rights under this Agreement shall not preclude that Participant from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the Participant and attached to the Agreement.
- 11.8. **All Writings Contained Herein.** This Agreement, including the TOP, Data Sharing Agreement (*Addendum A – Data Sharing Addendum*) of each Participant, and all other documents and agreements incorporated by reference, contains all the terms and conditions agreed upon by the Participants. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Participants.
- 11.9. **Choice of Law/Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, without giving effect to its choice of law rules or conflicts of law provisions. Venue of any action brought under this Agreement shall be in Superior Court for Thurston County, provided that venue for any action arising under the defense and indemnification obligations of this Agreement shall be in the jurisdiction of the underlying action.
- 11.10. **Severability.** If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.
- 11.11. **Nondiscrimination.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Participants agree to comply with, and to require that all subcontractors comply with, Federal, State, and local nondiscrimination laws, including but not limited to the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, to the extent those laws are applicable to the subject matter of this Agreement.
- 11.12. **Anti-kickback.** No officer or employee of WSDOT or the Participants, having the power or duty to perform an official act or action related to this Agreement, shall have, or acquire any interest in the Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this Agreement.

End of Leading Service Agreement.



Virtual Coordination Center Terms of Participation Contract

WSDOT's Virtual Coordination Center service is subject to and governed by the separate Leading Service Agreement (LSA). This Terms of Participation Agreement (TOP) and LSA is entered into between City of Lake Stevens (Participant) and WSDOT for the provision of the Virtual Coordination Center (VCC) services. In the case of a conflict between the LSA and this TOP issued hereunder, the TOP will prevail.

1. **Term:** This TOP shall be effective upon final date of signature and have an indefinite term, unless terminated in accordance with Section 10 of the LSA.
2. **Binding Effect:** Upon execution of this TOP by the parties, below, WSDOT and Participant shall be bound by all of the terms and conditions of the LSA.
3. **WSDOT Services:** WSDOT agrees to perform the services and participate in the VCC in accordance with the terms of the LSA, WSDOT agrees to perform the following services:
Offer limited-use access to the VCC. Operate and maintain the VCC in order to provide the mutual benefits to Participant. WSDOT will provide Traffic Management Center Log Data for situational awareness within the VCC. Work towards (i) improving the efficiency and safety of travel; (ii) reducing secondary crashes on state highways and local streets; (iii) improving coordinated emergency responses to facilitate disaster responses and clearing of roadway incidents; and (iv) improving regional mobility during incidents.
4. **Participant Services:** Participant agrees to perform the services and participate in the VCC in accordance with the terms of the LSA, Participant agrees to perform the following services:
Utilize and collaborate with/within the VCC. Operate and maintain its independent system that allows for utilization and collaboration within the VCC. Work towards (i) improving the efficiency and safety of travel; (ii) reducing secondary crashes on state highways and local streets; (iii) improving coordinated emergency responses to facilitate disaster responses and clearing of roadway incidents; and (iv) improving regional mobility during incidents.
5. **Pricing:** This is a non-financial agreement (NFC).
6. **Participant Key Personnel:** See Exhibit A: Key Personnel
7. **WSDOT Key Personnel:** See Exhibit A: Key Personnel
8. **Incorporated Contract Documents:** This Agreement shall be inclusive of the following:

Leading Service Agreement	☒
Terms of Participation	☒
Exhibit A: Key Personnel	☒
Exhibit B: Participant Roster	☒
Addendum A: Data Sharing Addendum	☒
Attachment A: Data Licensing Statement	☐

9. **Counterparts:** This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement electronically signed by each Participant, for all purposes.



10. **Agreement to be Filed:** The Participants shall each file this Agreement with their respective clerks and/or place it on its web site or another electronically retrievable public source, provided this Agreement shall be immediately effective upon the filing and publication by any one Participant. The failure of any Participant to comply with this requirement shall not invalidate this Agreement.

11. **Authority to Bind:** The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

WSDOT Signature	Date	Participant Signature	Date
Print Name		Print Name	
Title		Title	



Addendum A

Data Sharing Addendum to Virtual Coordination Center Leading Service Agreement

The purpose of this Data Sharing Addendum (DSA) is to identify, describe, and protect Data and any Confidential Information that may be disclosed by a Participant to WSDOT and other Participants during the provisioning of WSDOT services pursuant to the Leading Service Agreement (LSA) and executed Terms of Participation (TOP).

In the event of a conflict between any term in the DSA with any term in either the LSA or the TOP, the TOP will take precedence.

1. Definitions

- “Authorized User” means an individual or individuals with an authorized business need to access Confidential Information under this DSA, the LSA, or TOP.
- “CAD” means computer aided dispatch.
- “Confidential Information” means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws.
- Confidential Information comprises both Category 3 and Category 4 Data as described in Section 3, Data Classification, which includes, but is not limited to, Personal Information.
- “Data” means the information that a Participant may disclose, or exchange as described by this DSA, which may include Confidential Information if a Participant so chooses.
- “Disclosing Party” means the Participant disclosing Data, which may include Confidential Information, pursuant to this DSA, and includes the Participant’s owners, members, officers, directors, partners, trustees, employees, and Subcontractors and their owners, members, officers, directors, partners, trustees, and employees.
- “Disclose” or “Disclosure” means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.
- “Event” means CAD data about an occurrence that is transmitted to WSDOT from Participants for things that could impact traffic such as “Vehicle Accident”. These Events could trigger an Incident Model depending on defined criteria.
- “Incident Model” or “Incident” is what is generated from an Event that has met a given criteria that significantly impacts traffic and allows participating agencies who have signed the LSA and TOP to compile and communicate Incident data with Participants.
- “Participant” means the referenced Agency that has executed a TOP.

- “RCW” means the Revised Code of Washington. All references in this DSA to RCW chapters or sections will include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.
- “Regulation” means any federal, state, or local regulation, rule, or ordinance.
- “Receiving Party” means WSDOT and a Participant receiving Data, which may include Confidential Information, pursuant to this DSA. Receiving Party includes WSDOT and Participants, the Authorized Users, and the entity’s owners, members, officers, directors, partners, trustees, employees, and Subcontractors and their owners, members, officers, directors, partners, trustees, and employees.
- “User Interface” means the part of the VCC application that a user sees and interacts with.

2. Description of Data

The Data that may be shared with and through VCC may include Participant Data that is transmitted pursuant to WSDOT’s provisioning and Participant’s use of the Virtual Communications Center (“VCC”).

3. Data Classification

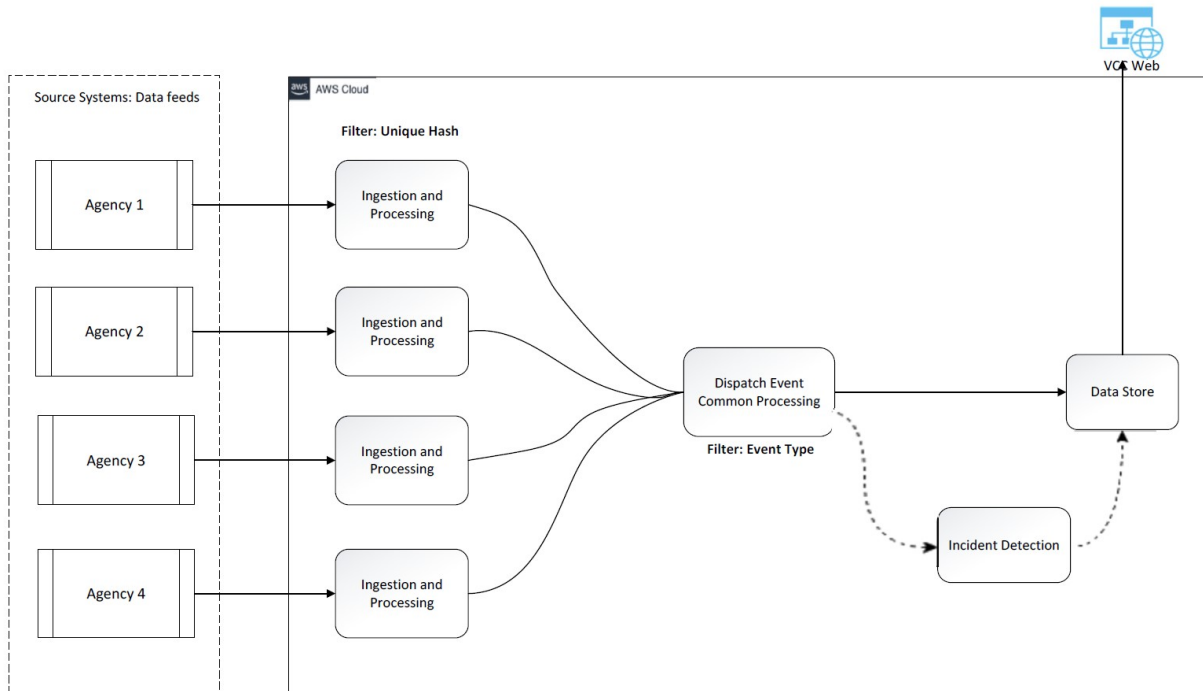
The State classifies data into categories based on the sensitivity of the data pursuant to the Washington state Security Policy and Standards. A Participant may, in Participant’s discretion, elect to transmit Confidential Information to WSDOT that is classified as Category 3 or Category 4 during the provisioning and use of WSDOT services. Depending on Participant’s use of WSDOT’s services, and without limitation, this Confidential Information may include the following:

- Protected health information
- Information that may lead to serious consequences in the event of unauthorized disclosure, such as threats to health and safety or legal sanctions.
- Student education records.
- Personal information, including social security numbers, driver’s license numbers, or financial account numbers.
- Information regarding infrastructure and security of computer and telecommunication networks.
- Information in personnel files, including residential addresses and phone numbers, personal wireless phone numbers and email addresses, or emergency contact information.

A Participant may elect to transmit Data from which Confidential Information has been removed. However, for the purpose of this Data Sharing Addendum, all Data shared between Participants through the VCC is considered Category 2, Sensitive Information. Category 2 data is sensitive information that may not be specifically protected from

disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

The figure below represents the Ingestion and Processing steps depicting how data is received, scrubbed, and subsequently uploaded into the VCC.



When Data is shared to the VCC via its transmission method by Participant, it is automatically scrubbed for any Personally Identified Information/Confidential Information prior to its access by any other Authorized Users of the VCC or employees of The Receiving Party. Data with any identifiers categorized as Category 3 or Category 4 data classification is removed or “Scrubbed”.

4. Mutual Consent

Participants acknowledge that by sharing their Data in respect to operating and maintaining the VCC, once Data is transmitted to the VCC, all Data is aggregated for VCC functionality. This aggregated Data is used by the Participants and each Participant is thus authorizing mutual consent for all Participants to access the Data pursuant to the LSA and terms in this Data Sharing Addendum.

5. Constraints on use of Data

The Data being shared is owned by the Participant that created it.



This DSA does not constitute a release of the Data for the Receiving Party's or any Participant's discretionary use. The Receiving Party must use the Data received or accessed under this DSA only to carry out the purpose of this DSA, the LSA, and TOP. Any analysis, use, or reporting of Data that is not within the purpose of this DSA, the LSA, TOP, or other data sharing agreement is not permitted.

Participants further acknowledge and agree that all Data received or accessed under this DSA shall not be used in manner that contravenes Executive Order 17-01 and Participants shall adhere to RCW 10.93.160.

6. Security of Data

6.1 Data Protection

The Receiving Party will protect all Confidential Information gained by reason of this DSA against unauthorized use, access, disclosure, modification, or loss. This duty requires The Receiving Party to employ reasonable security measures, which include restricting access to the Confidential Information by:

Redaction of data "Scrubbing" for any Confidential Information transmitted from Participant.

Allowing access only to Authorized Users.

Physically securing any computers, documents, or other media containing Confidential Information.

6.2 Data Security Standards

The Receiving Party will comply with the Data Security Requirements set out in the Washington state Security Policies which are hereby incorporated by reference into this DSA.

6.3 Data Disposition

CAD Data (CAD feed) is provided in near real time to the VCC by Participants. This data is filtered for information that pertains to traffic and mobility via Event types. The filtered data will then generate an Event in the VCC application. This data is held for 2 hours unless an update to that feed occurs. After 2 hours of no updates, this data will be filtered out of the User Interface and not seen. It will reside in the database for 30 days, then is deleted. If the Event meets Incident criteria, an Incident Model is automatically generated. Incident Models can also be generated by authorized Participants. Once this Incident is closed, and 30 days has passed, the Incident Model information is compiled into a report and sent to the providing Participant to apply their respective retention



policies per Section 7 “Records and Audit” of the LSA. After the report is sent, the Incident Model data is deleted from the VCC application.

6.4 Location of Data

All data, including cloud storage data will be housed in the continental United States.

7. Data Confidentiality and Non-Disclosure

7.1 Data Confidentiality

The Receiving Party will not use, publish, transfer, sell, or otherwise disclose any other Participant’s Confidential Information gained by reason of this DSA.

7.2 Non-Disclosure of Data

The Receiving Party will ensure that all its Authorized Users who will have access to the Data described in this DSA are Authorized Users and made aware of the use restrictions and protection requirements of this DSA before gaining access to the Data identified herein. The Receiving Party will also instruct and make any new employee aware of the use restrictions and protection requirements of this DSA before they gain access to the Data.

If law enforcement contacts The Receiving Party with a demand for Confidential Information, The Receiving Party will attempt to redirect the law enforcement agency to request that Data directly from Participant. If compelled to disclose or provide access to any Confidential Information to law enforcement, The Receiving Party will promptly notify Participant and provide a copy of the demand unless legally prohibited from doing so.

7.3 Penalties for Unauthorized Disclosure of Data

State and federal laws may prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines.

8. Maintenance of Records

All Parties must maintain records pursuant to Section 7, “Records and Audit” of the LSA.

9. Responsibility

Each Participant will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this DSA, including any unauthorized access, use, or disclosure of Confidential Information and as described in more detail under Section 8 of the LSA. No Participant will be considered the agent of another Participant, and no Participant assumes any responsibility to another Participant

for the consequences of any act or omission of any person, firm, or corporation not a party to the LSA.

10. Severability

The provisions of this DSA are severable. If any provision is held invalid by any court of competent jurisdiction, that invalidity will not affect the other provisions and the invalid provision will be considered modified to conform to the existing law.

11. Survival Clauses

The following terms and conditions in this DSA shall survive the expiration or termination of a Participant's TOP of the LSA: Constraints on Use of Data, Security of Data, Data Confidentiality and Non-Disclosure, Maintenance of Records, and Responsibility.

13. Waiver

Waiver of any breach or default on any occasion will not be deemed to be a waiver of any subsequent breach or default. Any waiver must be express and in writing by an authorized representative of the waiving party and will not be construed to be a modification of the terms and conditions of this DSA, TOP or the LSA.

14. Data Licensing Statement

The Data Licensing Statement is incorporated into this Agreement under Attachment A, Data Licensing Statement. The Data Licensing Statement must minimally contain the following information:

- A). Identification of the purpose of the file;
- B). Description of the roles and responsibilities of each Party;
- C). Identification of transmission method; and
- D). Identification of File Layout.



**Virtual Coordination Center
EXHIBIT A: Key Personnel**

**WSDOT NO. K1795-0-12
City of Lake Stevens No: COLS 2026**

**Only the Contracting Signature Authority identified below is authorized to bind their agency.*

WSDOT Contract Signatory Authority*	Matthew Modarelli CIO & Director- TSD 7345 Linderson Way SW Tumwater, WA 98501 360-705-7601 Matthew.Modarelli@wsdot.wa.gov	Erik Jonson Technical Services Director 310 Maple Park AVE SE Olympia, WA 98501 360-705-7271 Erik.Jonson@wsdot.wa.gov
City of Lake Stevens Participant Signatory Authority*	Jeffrey Beazizo Chief of Police 1825 S. Lake Stevens Road Lake Stevens, WA 98258 (425) 622-9401 jbeazizo@lakestevenswa.gov	
City of Lake Stevens Participant Contract Signatory Additional Contact (i.e. executive assistants, confidential secretary, etc)	Jessica Dreher Sr. Administrative Assistant 1825 S. Lake Stevens Road Lake Stevens, WA 98258 (425) 622-9378 jdreher@lakestevenswa.gov	
WSDOT VCC Program Manager	Deanna Brewer Incident Management Program Manager 310 Maple Park AVE SE Olympia, WA 98501 360-705-7411 Deanna.Brewer@wsdot.wa.gov	
City of Lake Stevens VCC Participant Contact	Maximilian Roth Risk Manager / Emergency Management 2306 131 st Avenue NE Lake Stevens, WA 98258 (425) 622-9440 Mroth@lakestevenswa.gov	
WSDOT Incident Management Coordinator	Aisha Dayal Incident Management Coordinator 310 Maple Park AVE SE Olympia, WA 98504 564-233-9384 aisha.dayal@wsdot.wa.gov	
WSDOT IT Project Manager	Brent Quebedeaux IT Project Manager 7345 Linderson Way SW Tumwater, WA 98501 360-705-7762 Brent.Quebedeaux@wsdot.wa.gov	



City of Lake Stevens VCC Participant IT Contact	Troy Stevens IT Director 1812 Main Street Lake Stevens, WA 98258 (425) 622-9416 Tstevens@lakestevenswa.gov
WSDOT Contract Administrator	Administrative Contracts Office 7345 Linderson Way SW Tumwater, WA 98501 360-705-7661 admincontracts@wsdot.wa.gov
City of Lake Stevens VCC Contract Administrator	Aaron Halverson Public Works Director 2306 131 st Avenue NE Lake Stevens, WA 98258 (425) 622-9447 Ahalverson@lakestevenswa.gov Sarah Garceau Parks and Recreation Director 2306 131 st Avenue NE Lake Stevens, WA 98258 (425) 622-9450 Sgarceau@lakestevenswa.gov





Virtual Coordination Center
EXHIBIT B: Participant Roster

WSDOT NO. K1795-0-12
City of Lake Stevens No: COLS 2026

Washington State Department of Transportation Providing Data: Yes ☒ No ☐	City of Seattle Providing CAD Data: Yes ☒ No ☐
Washington State Patrol Providing CAD Data: Yes ☒ No ☐	Sound Transit Providing CAD Data: Yes ☐ No ☒
King County Metro Providing Data: Yes ☒ No ☐	City of Newcastle* Pending Execution* Providing CAD Data: Yes ☐ No ☒
City of Gold Bar Providing CAD Data: Yes ☐ No ☒	Eastside Fire and Rescue Providing CAD Data: Yes ☐ No ☒
Medina PD Providing CAD Data: Yes ☐ No ☒	City of Sultan Providing CAD Data: Yes ☐ No ☐
Snohomish County Department of Emergency Management * Pending Execution* Providing CAD Data: Yes ☐ No ☐	Marysville PD* Pending Execution* Providing CAD Data: Yes ☐ No ☐
City of Lake Stevens Providing CAD Data: Yes ☐ No ☒	<Agency Name> Providing CAD Data: Yes ☐ No ☐
<Agency Name> Providing CAD Data: Yes ☐ No ☐	<Agency Name> Providing CAD Data: Yes ☐ No ☐

CITY COUNCIL STAFF REPORT



Agenda Date: 10/14/2025

Subject: Target Zero Fiscal Year 2026 IAA Agreements Staff Report

Contact Person/Department: Jeffrey Beazizo, Police Department

Budget Impact:

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Authorize the Mayor to sign the ILA agreement for Target Zero Fiscal Year 2026

SUMMARY/BACKGROUND:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) number 20.600 and 20.616 for traffic safety grant project 2026-HVE-5732-Region 10 Target Zero Task Force, specifically to provide funding for the law enforcement agencies in WTSC Region 10 to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TQM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant 2024-HVE-5732-Region 10 Target Zero Task Force was awarded to the Region 10 to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB- RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region's HVE grant.

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. HVE_IAA_Agreement_Lake Stevens Police Department



**INTERAGENCY AGREEMENT BETWEEN THE
Washington Traffic Safety Commission**

AND

Lake Stevens Police Department

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and SUB RECIPIENT NAME Lake Stevens Police Department, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.616 for traffic safety grant project 2026-HVE-5732-Region 10 HVE, specifically to provide funding for the law enforcement agencies in WTSC Region 10 to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

WTSC grant 2026-HVE-5732-Region 10 HVE was awarded to the WTSC Region 10 to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region's HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2025, and remain in effect until September 30, 2026 unless terminated sooner, as provided herein.

3. SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

In 2023, Washington State experienced the deadliest year on its roads since 1990. The trajectory of this rise in fatalities reflects a broader trend of increasing impairment-related crashes, speeding, and compounding issues in law enforcement, medical, and judicial systems. This uptick in fatal crashes is deeply intertwined with impaired driving, law enforcement challenges, and societal impacts.

A Decade of Increasing Traffic Fatalities

The rise in fatalities has been both sharp and persistent:

- 2015 saw a drastic 19.3% increase in traffic fatalities, the largest single-year jump since data collection began in 1968.
- Following this spike, fatalities stabilized between 2015 and 2019.
- In 2020, despite pandemic-related reductions in traffic volume, fatalities climbed 6.7%, from 538 to 574.
- The situation worsened in 2021-2023, when fatalities surged by 20.2%, from 674 in 2021 to 810 in 2023, the highest number since 1990. This five-year increase represents the most rapid rise in traffic fatalities recorded in Washington State's history.
- Pedestrian fatalities were a record-high of 157 in 2023 and pedestrian serious injuries reached 472, also a record high for the state.

This project will fund locally coordinated enforcement mobilizations to address impaired driving, distracted driving, seat belt safety, speeding, and motorcycle safety. Funding and events will be organized by local Target Zero Managers (TZMs) & the statewide Law Enforcement Liaison networks and their local Target Zero Task Force. These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination.

3.1.2 Project Purpose and Strategies

This project will fund High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols to prevent impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety. High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols are designed to create deterrence by increasing the expectation of a citation/fine/arrest. Officers may also remove high risk (impaired) drivers when encountered. So together, this countermeasure works by preventing dangerous driving behaviors and stopping those who still decide to engage in those behaviors. Funding and events will be organized by local TZMs, LELs, and their local Target Zero Task Force. Task forces will use local data and professional judgement to determine enforcement priorities for their jurisdictions and will schedule and plan enforcement and outreach activities. Regional participation in the following National Campaigns is mandatory:

- Impaired driving enforcement during the Holiday DUI campaign (December 2025).
- Distracted driving enforcement during the Distracted Driving campaign (April 2026)
- Seat belt enforcement during the Click It or Ticket campaign (May 2026).
- Impaired driving enforcement during the Summer DUI campaign (August 2026).

These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination with the WSP.

3.1.3 Requirements for National Mobilizations and Traffic Safety Enforcement Program (TSEP)

3.1.3.1. HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members. WTSC strongly believes in the expertise of local officers to understand

the highest priority areas in their communities to focus their efforts.

3.1.3.2. The SUB-RECIPIENT will ensure that all officers participating in these patrols are BAC certified and have received and passed the SFST refresher training.

3.1.3.3. SUB-RECIPIENT will ensure all officers participating in Impaired Driving patrols have also received Advanced Roadside Impaired Driving Enforcement (ARIDE) training.

3.1.3.4. SUB-RECIPIENT shall ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on irregularities, challenges or other details that would help explain what was encountered during their shift. SUB- RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.

3.1.4 Project Intent and Best Practice

3.1.4.1. SUB-RECIPIENT is encouraged to help their Region Task Force fulfill the requirement to participate in the four mandatory National Campaigns. (Holiday DUI campaign in December 2025, Distracted Driving campaign in April 2026, Click It or Ticket campaign in May 2026, and Summer DUI campaign in August 2026).

NOTE: Agencies must participate in speed or impaired driving enforcement under this agreement to be eligible to receive funding under the WASPC equipment grant.

3.1.4.2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.

3.1.4.3. Regional task force will be submitting quarterly progress reports and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. Quarterly progress reports are due January 15, April 15, July 15, and October 15.

3.1.4.4. WTSC encourages participating officers to prioritize violations that directly contribute to the injury and death of road users, such as impaired driving, speeding, distracted driving, non-restraint, etc.

3.1.4.5. SUB-RECIPIENT should promote patrol events through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. It is best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.

3.1.4.6. SUB-RECIPIENT should strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.

3.1.4.7. When participating in motorcycle patrols SUB-RECIPIENT should focus on the illegal and unsafe

driving actions of all motor vehicles interacting with motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.

3.1.4.8. When participating in motorcycle patrols SUB-RECIPIENT should ensure that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.

3.1.4.9. Performance will be monitored by the regional TZM, LEL, and Task Force, as well as WTSC. WTSC reserves the right to designate specific officers as ineligible for cost reimbursement. This will occur if an officer is determined to not have not met the purpose/intent of this grant in multiple emphasis patrols.

3.1.4.10. Funds can be used to support the mentoring of officers in traffic enforcement. This can be focused on impaired driving, or general traffic enforcement.

For DUI mentorship, WTSC has found it to be best practice to include a mix of instruction and practical experience. The mentor should be a DRE when possible, or a highly effective DUI emphasis patrol officer with a minimum of ARIDE training. Mentor/mentee activities will be pre-approved by the TZM or LEL after the mentee submits their interest.

3.1.4.11. Community outreach/collaboration: Funds can be used to pay for traffic safety focused community outreach and collaboration activities. The operational approach for regional community outreach and collaboration activities should be developed at the Task Force level and be approved by the WTSC. WTSC recommends that these activities include an opportunity for the audience to provide feedback on local traffic safety priorities and activities, which ideally will influence the region's plan for traffic safety programming.

3.1.4.12. In order to receive funding from this grant, agencies must participate with the regional traffic safety task force/coalition in the planning efforts for these activities.

3.1.4.13. WTSC also encourages all law enforcement agencies in Washington to utilize WTSC's data analysis resources, such as interactive dashboards and data from a statewide attitudinal survey, as well as their regional Target Zero Manager to identify priorities for engaging with the community.

3.1.4.14. WTSC will provide tools for documenting community collaboration activities, such as the WEMS activity log.

3.1.5 NATIONAL AND STATE-WIDE MOBILIZATIONS

Not all agencies are required to participate in all of the mobilizations listed below. However, the region must have some law enforcement participation in all of the mobilizations listed. Dates are tentative and may change when NHTSA publishes their FFY2026 mobilization calendar.

Mobilization Dates

Holiday DUI December 16, 2025 – January 1, 2026



U Drive. U Text. U Pay. April 6 – 13, 2026

Click It or Ticket May 11 – May 31, 2026

It's a Fine Line (optional if funded) July 2026 (Dates TBD)

DUI Drive Sober or Get Pulled Over August 19 – September 7, 2026

3.2 PROJECT GOALS

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement, law enforcement training, and community outreach. Law enforcement can have a profound effect on traffic safety and this project aims to increase participation to accomplish that.

3.3 COMPENSATION

3.3.1 The Compensation for the straight time or overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region's traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.3.2 WTSC will reimburse for personnel straight time or overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L&I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked.

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.3.3 Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this agreement, so long as the total grant award amount does not increase. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication between the regional TZM and assigned WTSC Program Manager. This communication shall include details of the requested budget modifications and a description of why these changes are needed. The TZM will also send an updated

quarterly Operations Plan to the WASPC representative monitoring the project if the budget modification will result in changes to the previously submitted plan.

3.3.4 These funds, designated for salaries and benefits, are intended to pay for the hourly straight time or overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification. This agreement is expressly designated to fund salaries and benefits. By signing this agreement, SUB-RECIPIENT agrees to supply all necessary equipment and vehicles needed to accomplish the work in the scope of work. WTSC is not responsible for any equipment that is lost, stolen, or destroyed in the execution of the scope of work.

3.3.5 Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB- RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.3.6 Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.3.7 The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

3.3.8 The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.4 PROJECT COSTS

The WTSC has awarded **\$192,500.00** to the WTSC Region 10 Traffic Safety Task Force for the purpose of conducting coordinated HVE enforcement and community outreach/collaboration activities. The funding must be used for traffic safety purposes in the areas of impaired driving, distracted driving, occupant restraint use, speeding, and motorcycle safety. See the project in WEMS for an updated distribution of funding by specific emphasis area.

By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. Funds are expressly designated for staffing activities and may not be used for other expenses that may be incurred, such as vehicle damage, supply replacement, etc. All activity must be coordinated by the region's traffic safety task force and TZM to be eligible for reimbursement.



APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

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

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the



activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2026, must be received by WTSC no later than August 10, 2026. All invoices for goods received or services performed between July 1, 2026 and September 30, 2026, must be received by WTSC no later than November 15, 2026.

11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings

shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB- RECIPIENT, by mutual negotiation, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

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

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security

procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB- RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB- RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new

funding limitations or conditions.

25. SEVERABILITY

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

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB- RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB- RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein

or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub- contractors.

31. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly



rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT's workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB- RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total

compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. 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 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.

36.1.2. 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub- awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub- recipients shall certify and disclose accordingly.

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

37. FEDERAL NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination ("Federal

Nondiscrimination Authorities"). These include but are not limited to:

37.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252

37.1.1.2. 49 CFR part 21

37.1.1.3. 28 CFR section 50.3

37.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

37.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)

37.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)

37.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)

37.1.1.8. The Civil Rights Restoration Act of 1987

37.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA".

37.1.6. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub- contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. CERTIFICATION ON CONFLICT OF INTEREST

GENERAL REQUIREMENTS

41.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

41.2. Based on this policy:

41.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB- RECIPIENT’s officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

41.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

41.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

41.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

41.3.2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine



that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

41.3.3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any SUB-RECIPIENT, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a SUB-RECIPIENT, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

42. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB- RECIPIENT is:

James Barnes
Sergeant
jbarnes@lakestevenswa.gov
425-512-7466

The Contact for WTSC is:

Jerry Noviello
WTSC Program Manager
jnoviello@wtsc.wa.gov
360-725-9897

AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SUB-RECIPIENT:

Signature



Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Date

CITY COUNCIL STAFF REPORT



Agenda Date: 10/14/2025

Subject: Discuss and Approve 2026 Fee Resolution 2025-09

Contact Person/Department: Russ Wright, Sarah Garceau, Carol Manus, Christi Schmidt, Aaron Halverson, Barb Stevens, Kelly Chelin, Community Development

Budget Impact: Cost recovery of staff time and annual inflation adjustments to offset service costs and impacts to level of service.

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

Review and discuss 2026 Fees Resolution with Council with a motion for approval with staff recommendations.

SUMMARY/BACKGROUND:

Background:

Since August 21, 2024, staff have provided City Council with a series of briefings regarding compliance with SB 5290, focusing on the permit review process, staffing levels and associated fees. These briefings laid the groundwork for a five-year implementation plan, including annual fee adjustments based on the Consumer Price Index for All Urban Consumers (CPI-U), as analyzed by staff and approved by the City Council in 2025. The 2026 fees resolution marks the first of those five years.

A summary of the proposed fee updates, including new, revised, options for reduction in impact fees and corrected fees is provided below. The City Council is asked to review and act on Resolution 2025-009, which establishes the 2026 fee schedule (Attachment 1). If the Council has further considerations for staff after the discussion, staff will bring back a revised fee schedule at a future meeting.

In October, the Planning and Community Development (PCD) Department – in coordination with Public Works, Parks and Recreation, Municipal Services and Finance

will present proposed updates to the city's fee schedule. These updates include changes to land use, building permits, business licenses, right-of-way permits, park rental fees, technology, service charges and impact fees.

As part of the Comprehensive Plan periodic update, PCD and Public Works staff analyzed the impacts of the 2044 growth projections and Council adopted a capital improvement plan to meet the level of service needed to provide adequate public facilities to meet the city's growth targets (RCW 36.70A.070 commonly referred to as "concurrency or concurrent with development").

Proposed changes summary for the 2026 fee resolution:

- Annual CPI-U Adjustment
 - Apply a 5.36% increase (five-year average CPI-U) to all development and animal code fees, excluding Public Works. Minor clerical corrections are also proposed.
- Public Works Fee Updates
 - Adjust Right-of-Way base fees from \$50 to \$126 (one hour of staff time).
 - Update road cut fees from \$3 to \$5 per linear foot.
 - Align Right-of-Way fees with staff and director recovery logic, allowing two reviews/inspections before additional charges apply.
- PCD Fee Clarification and Additions
 - Align Code Enforcement fees with staff and director recovery logic, allowing two reviews/inspections before additional charges apply.
 - Clarify fees for Subdivision Alterations: Type II (Minor) and Type III (Major).
 - Add fees for Concurrency Certification (one hour of staff time) and Annexations (cost recovery of staff, public notice and Hearing Examiner).
 - Add a fee for Building Permit/Plan Review extensions (two hours of staff time).
 - Add a fee for annexation proposals with a base fee of \$464 + hourly cost after.
- Fire Department Fees
 - Establish a minimum processing fee of \$32.
 - Include city technology and service fees.
 - Reference Snohomish Regional Fire & Rescue (SRFR) 2026 Fee Schedule

- Technology and Service Fees
 - Increase Development Services Technology Fees from 3% to 5% to support automation and AI initiatives.
 - Clarification exceptions for Parks & Recreation Technology Fee of (3%).
 - Introduce a 3% Service Fee for non-cash/check transactions to offset card processing costs (exceptions are Police Department, duplication of Public Record and Boat launch day use hourly/daily)

 - Park Rental Fees
 - Increase the hourly rental fees at The Mill for the Stack to \$100/hr Saturday, \$80/hr Friday and Saturday, \$75/hr Monday – Thursday. Add fees for A/V System Use of \$50/day and Microphone use of \$25/day for hard-wired and \$50/day for wireless. Language was updated from Non Profit to Not For Profit.
 - Modify fees for shelter reservations to \$125/day and \$75/half day. Add fees for synthetic turf fields, adults \$100/hr and youth \$80/hr. Add fees for renting pickleball courts \$25/hour. Added fees for water and electricity, which vary with usage.
 - Event associated fees were updated, including boat launch fees \$300 for the first day and \$150 for additional days, and Mill Spur closure at \$240 for the first day and \$150 for additional days. Fees for electricity and water were added that vary with usage. Recycling container prices are now a rental fee instead of a deposit to cover the future replacement cost.

 - Business Licenses
 - Adjustments to business and home occupation licenses; General City \$126 (one hour of staff time), Home Occupation \$95 (three-quarter hour of staff time). All other licenses increased by the 5.36% CPI-U rate.

 - Impact Fees
 - Parks: Apply 5.36% CPI-U adjustment (pending PROS Plan project update and adoption in 2026).
 - Traffic -- Updated transportation costs from the Capital Facilities Plan were analyzed. TIZ 1 showed a significantly higher cost than other zones in the city. Staff completed a project cost analysis along with a recommended 40% reduction in project costs by \$34 million for TIZ 1 to reduce the fee from \$11,436 to \$6,896. Cost reductions resulted from a
-

combination of using mixed-use paths for neighborhood sidewalk projects on one side of the roadway, combining project(s) and using existing infrastructure along with a higher contribution from the city. These cost reductions impact approximately eleven projects in TIZ 1. This proposal maintains the adopted LOS and reduces the traffic impact fee to a rate that is comparable to our neighboring jurisdictions. See Attachment 2 – Traffic Impact Zone Map and Attachment 3 — Comparable Cities Traffic Impact Fees.

- TIZ 1: Estimated project costs: \$144M; eligible costs \$35 M (reduced); projected growth of 5,014 PM peak hour trips — proposed impact fee **\$6,896/Unit**.
- TIZ 2: Estimated project costs: \$39,8M; eligible costs \$17,64M; projected growth of 4,196 PM peak hour trips — **\$4,204/unit**.
- TIZ 3: Estimated project costs \$63,67M; eligible costs \$15,26M; projected growth of 2,991 PM peak hour trips — **\$5,100/unit**.
- School: No changes to the School Impact Fees per Robb Stanton (Lake Stevens and Snohomish School Districts (LSSD)). The LSSD will start the Capital Facilities Plan update in February 2026 and will provide the city with new impact fees in the fall of 2026.

Optional Exemptions for Discussion:

Optional exemptions for City Council Consideration (financial impacts associated with these exemptions) pursuant to RCW [82.02.060](#) Impact fees—Local ordinances—Required provisions—Exemptions. Uses and methods in which the council may elect to provide reductions in impact fees are included below with the original format for you to reference back to Attachment 4.

Option 1– Exempt low-income housing & early learning facilities to impact fees

- Low-income project subject to restrictive covenants to remain low-income or repay impact fees.
- Early learning facilities are subject to a restrictive covenant that at least 25 percent of the children and families using the early learning facility qualify for state subsidized childcare.
- The city is responsible for funding the offset revenue.

Option 2– Partial exemption up to 80% for low-income housing & childcare facilities from impact fees

- Low-income projects are subject to restrictive covenants to remain low-income or repay impact fees.

- Early learning facilities are subject to a restrictive covenant that at least 25 percent of the children and families using the early learning facility qualify for state subsidized childcare.
- The city is responsible for funding the balance of the offset revenue.

Staff Recommendations:

- Consideration of optional exemptions for impact fee reductions per RCW 82.02.060 and provide staff direction.
- Approve the 3% service charge for non-cash/check transactions to ensure cost recovery with the noted exceptions.
- Approve the updated traffic impact fees
- Approve the fees resolution as proposed with the proposed fee adjustments for 2026, including the annual CPI-U and new/clarified fees (Attachment 1) and provide staff direction to make any council changes to the resolution if needed and staff will bring them back for future action by consent.

APPLICABLE CITY POLICIES:

LSMC Chapters: 4.04, Business licenses and Regulations, 14.120 Park Impact Mitigation Fees and 14.112 Traffic Impact Mitigation Fees

ATTACHMENTS:

1. Attachment 1 - Fee Resolution 2025-09
2. Attachment 2 - Park_Traffic Impact Fees Comparison
3. Attachment 3 - Traffic Impact Zones
4. Attachment 4 - RCW 82.02.060
5. Fee Update Presentation_10-14-2025pdf
6. Park_Traffic Impact Fees Comparison Updated 10-9-25

ATTACHMENT 1
CITY OF LAKE STEVENS
LAKE STEVENS, WASHINGTON

RESOLUTION NO. 2025-~~00409~~

A RESOLUTION OF THE LAKE STEVENS CITY COUNCIL AMENDING RESOLUTION NO. 2025-~~00409~~, THE CURRENT CITY FEE RESOLUTION

WHEREAS, the City Council, through ordinance, has adopted regulations requiring certain actions and services; and,

WHEREAS, these various ordinances set forth that fees shall be set by resolution; and,

WHEREAS, the cost of providing these various services consistent with applicable codes, regulations, and policies periodically increase or decrease, or certain services or practices are discontinued and fees are no longer needed; and,

WHEREAS, it is the intent of the City of Lake Stevens to charge appropriate fees and charges that are consistent with the services provided and to cover the public cost of providing these various services so that the public is not subsidizing individual benefits derived there from;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE STEVENS TO AMMEND THE FEES RESOLUTION AS FOLLOWS Through the enactment of Resolution No. 2025-~~00409~~:

Section 1. Fees and Deposits-General.

- A. Fees. Fees are intended to cover the normal, recurring administrative costs associated with said action, such as secretarial staff time, advertising, mailings, file distribution, etc. and project review. Certain fees may be refundable based on a case by case analysis from the applicable department director and approval of the Finance Director. The applicant is responsible for costs incurred for any portion of project/permit reviewed by a consultant hired by the City for such review.
- B. Payment Due. Fees and deposits are due at the time the action is requested (e.g., at time of application) or occurs (e.g., prior to a specific action). An applicant may pay all fees and deposits of a multi-phased project in advance; however, doing so does not vest applicable fees due. Fees due are those in effect at the time the specific action or phase of an action is requested or occurs.
- C. Late Payment Penalties. If payment is not received within 30 days of the due date specified on the invoice, the amount due shall accrue interest at the rate of 1.5 percent per month, with a maximum monthly interest accrual of \$20.00, from the date the fee became due and the date payment is actually made.
- D. Waivers. Upon petition by the applicant, the Mayor or designee may waive any of the fees or portions thereof, for any non-profit organization that provide services for the necessary support of the poor or infirm, or upon the submittal of a signed and notarized declaration of financial hardship, in the form attached to this resolution.
- E. Concurrent Applications. Concurrent applications requiring land use fees established by this

resolution shall be subject to each fee cumulatively as if reviewed separately. There shall be no reduction in fees where more than one type of fee is charged for a project.

- F. The city will use an annual 5-year average CPI-U adjustment to the land use, building permit and park and traffic impact fees, which will be updated annually. This CPI-U adjustment will occur and become effective January 1st of each year.

Section 2. Land Use Fees. Fees for various services, actions, and permits regarding land use, as per LSMC Title 14 and 16, shall be as listed in Table A. Land Use fees are in addition to Building Permit fees. Attorney and other consultant fees may be recovered for specific projects.

Table A: Schedule of Land Use Fees

Land Use Fees – Table A: All fees listed below include the following: two complete submittal reviews including consultant indirect costs for the two reviews, public notice (as applicable based on the permit Type), a land use decision, and required inspections. After two reviews, each subsequent review is subject to an hourly review rate as well any additional consultant costs.	
Permit Type	Fee
Type I Land Use Permits – Administrative without Public Notice	
Administrative Modifications	\$990 <u>1,043</u>
Adult Family Home (also requires Home Occupation Business License and Building Permit)	\$480 <u>506</u>
Boundary Line Adjustments	\$1,050 <u>1,106</u>
Change of Use	\$690 <u>727</u>
Code Interpretation	\$840 <u>885</u>
<u>Concurrency Certification</u>	<u>\$253</u>
Construction Plan Approval	\$5,600 <u>5,900</u>
Design Review	\$1,050 <u>1,106</u>
Event Level 1	\$100 <u>105</u> (+ Fire Permit fee)
Event Level 2	\$225 <u>237</u> (+ Fire Permit fee)
Event Level 3	\$325 <u>342</u> (+ Fire Permit fee)
Event Level 4	\$1050 <u>1,106</u> (+ Fire Permit fee)
Event Level 4 Deposit	80% of City estimated cost for City Services
Event Expediated Review Fee	\$100 <u>105</u>
EDDS Deviation / Frontage Improvement Waiver	\$470 <u>495</u>
Floodplain Development Permit (standalone)	\$470 <u>495</u>
Home Occupations	\$40
Legal Lot Status Determination	\$570 <u>601</u>
Land Disturbance, Minor	\$930 <u>980</u>
Mobile Food Vendor	\$240 <u>253</u> License + Fire Permit
Mobile Food Vendor Renewal	\$120 <u>126</u> Renewal + Fire Permit
Multi-Family Tax Exemption	\$810 <u>853</u>

Pasture/Waste Management Plan (LSMC 5.18.040)	\$240 <u>253</u>
Reasonable Use Exception	\$470 <u>495</u> + Critical areas review fee
Shoreline Exemption	\$570 <u>601</u>
Shoreline Exemption with Floodplain Development Permit	\$690 <u>727</u>
Mooring Buoy	\$200 <u>211</u>
Short Term Rentals	\$510 <u>537</u>
Short Term Rental Renewal	\$120 <u>126</u>
Signs	\$240 <u>253</u>
Sign, Master Sign Program	\$600 <u>632</u>
Temporary Residence	\$240 <u>253</u>
Temporary Mobile/Modular Public Structures in any zone	\$240 <u>253</u>
Temporary Structures	\$240 <u>253</u>
Underground Utility Deviations	\$470 <u>495</u>
Zoning Verification Letter	\$360 <u>379</u>
Type II Land Use Permits – Administrative with Public Notice	
Administrative Conditional Use	\$1,255 <u>1,322</u>
Administrative Variance	\$1,255 <u>1,322</u>
Binding Site Plan	\$7,860 <u>8,281</u>
Binding Site Plan Revision	\$1,400 <u>1,475</u>
Short Subdivision, Preliminary	\$3,060 <u>3,224</u>
Short Subdivision Alterations	\$1,620 <u>1,707</u>
Short Subdivision/ <u>Subdivision</u> , Pre-check and Survey Review	Consultant review cost + hourly staff review
Short Subdivision, Final	\$1,045 <u>1,101</u>
Short Subdivision, Vacation	\$1,620 <u>1,707</u>
<u>Subdivision Alterations, Minor LSMC 14.18.060 (b) (1)</u>	<u>\$1,707</u>
Subdivision, Final	\$3,055 <u>3,219</u>
Major Land Disturbance Permit	\$1,375 <u>1,449</u>
Major Land Disturbance with Class IV Forest Practices	\$1,615 <u>1,702</u>
Shoreline Substantial Development Permit	\$1,135 <u>1,196</u>
Site Plan Review	\$1,280 <u>1,349</u>
Temporary Encampments	\$2,310 <u>2,434</u>
Type III – Quasi-Judicial, Hearing Examiner	
Conditional Uses	\$4,300 <u>4,530</u>
Preliminary Subdivisions, <u>Preliminary</u>	\$10,300 <u>10,852</u>
<u>Subdivision Alterations, Major LSMC 14.18.060 (b) (2)</u>	<u>\$5,426</u>
Shoreline Variances	\$3,820 <u>4,025</u>

Variances	\$ 3,820 <u>4,025</u>
Type IV – Quasi-Judicial, City Council with Hearing Examiner Recommendation	
Essential Public Facilities	\$ 4,300 <u>4,530</u>
Rezone, Minor – Site Specific Zoning Map Amendment	\$ 4,300 <u>4,530</u>
Secure Community Transition Facilities	\$ 4,300 <u>4,530</u>
Type V – Quasi-Judicial, City Council	
Right-of-Way Vacation	\$ 1,700 <u>1,791</u>
Type VI- Legislative, City Council with Planning Commission Recommendation	
Comprehensive Plan Amendment, Minor	\$ 3,600 <u>3,793</u>
Comprehensive Plan Amendment, Major Amendment (5-year cycle)	\$ 4,900 <u>5,163</u>
Development Agreement	\$ 3,380 <u>3,561</u>
Land Use Code Amendments (LSMC 14.16C.075)	\$ 3,380 <u>3,561</u>
Rezone, Major – Areawide Zoning Map	\$ 3,380 <u>3,561</u>

SEPA REVIEW	
SEPA Addendum	\$ 450 <u>474</u>
SEPA Appeal (to Hearing Examiner)	\$ 2,000 <u>2,107</u> Hearing Examiner fee + hourly fee
SEPA, Environmental Impact Study (EIS)	\$ 1,200 <u>1,264</u>
SEPA, Planned Action Certification	\$ 810 <u>853</u>
Review of requested studies (including traffic, drainage, etc.)	\$ 240 <u>253</u> (2 hour minimum) per study
SEPA Review (DNS or MDNS)	\$ 810 <u>853</u>
SEPA (Stand-alone Type II)	\$ 975 <u>1,027</u>

RIGHT-OF-WAY <u>PERMIT FEES</u>	
<u>Fees for plan review and inspections are comprehensive, with two (2) corrections each; all additional plan review and inspections shall be charged at the hourly rate.</u>	
Right-of-Way Permit – Individual Residential (outside of roadway improvements) <u>Private Enhancement in accordance with (LSMC 14.56.270)</u>	\$ 50 <u>126</u> + hourly cost after
Right-of-Way Permit – All Others	\$ 200 <u>253</u> + hourly cost after
Road Cuts (required for pavement cuts where <u>lane-width or greater</u> roadway overlay is not required by the city)	\$ 2 <u>5</u> per square foot <u>liner foot of roadway cut</u>
<u>Right-of-Way Work without inspection or permit</u>	<u>\$253 per instance</u>
<u>MISCELLANEOUS STAFF REVIEW & INSPECTIONS</u>	<u>\$126 (Staff) /\$221 (Director) hourly rate</u> <u>All fees are calculated at a one-hour minimum charge + hourly cost after</u>

MISCELLANEOUS FEES	
APPEALS AND RECONSIDERATION	
Appeal, City Council	\$775 <u>817</u>
Appeal, Hearing Examiner	\$775-817 + Hearing Examiner Cost
Appeal, Shoreline Hearings Board	\$775 <u>817</u>
Contested Hearing (Code Enforcement)	\$350-369 + Hearing Examiner Cost
Reconsideration, Applicable Director	\$1,050 <u>1,106</u>
Reconsideration, Hearing Examiner	\$445-469 + Hearing Examiner fees
<u>ANNEXATIONS</u>	<u>\$464 + hourly cost after</u>
CONCESSIONS	
Background Check	\$70
Concession Agreement Review/Administration (lease rate)	Negotiated
Damage & Litter Deposit (refundable at end of contract)	Negotiated
Lease Rate	Negotiated
CONSULTANT FEES INCLUDING ATTORNEY REVIEW	Actual Cost + \$50-53 administrative fee
CRITICAL AREA REVIEW	Actual Cost + \$50-53 administrative fee
<u>PERMIT EXTENSION</u>	<u>\$253</u>
<u>PERMIT REVISION</u>	<u>\$253 + hourly cost after</u>

IMPACT FEES	
Park Mitigation Fees	
Single-family residences (e.g., single-family residence, duplex and manufactured home)	\$4,339 <u>4,572</u>
Multifamily residences with two or more bedrooms	\$3,138 <u>3,306</u>
Multifamily residences and Accessory Dwelling Units with 0-1 bedrooms	\$1,997 <u>2,104</u>
School Mitigation Fees	
Lake Stevens Schools ¹	
Detached Single Family Residence	\$13,730/unit
Townhouse/Multiplex	\$2,627/unit
Multifamily(0-1 bedrooms)	0
Multifamily(2+ bedrooms)	\$741/unit
Snohomish Schools ¹	
Detached Single Family Residence	\$5,361/dwelling unit
Duplex/Townhouse	\$5,462/dwelling unit
Multi-Family (0-1 bedrooms)	0

Multi-Family (2+ bedrooms)	\$1,357/dwelling unit
Traffic Mitigation Fees	
Traffic Impact Zone 1	\$2,894 TBD
Traffic Impact Zone 2	\$3,655 4,204
Traffic Impact Zone 3	\$3,655 5,100
MISCELLANEOUS STAFF REVIEW \$120 (Staff) /\$210 (Director) hourly rate. All fees are calculated at a two-hour minimum charge + hourly cost after.	<u>\$126 (Staff) /\$221 (Director) hourly rate. All fees are calculated at a two-hour minimum charge + hourly cost after.</u>
Review of requested studies	\$240-253 + hourly cost after
Tree Replacement Fee In-Lieu (per LSMC 14.76.120(e))	\$55 58/tree
Lake Safety Marker – one time fee for the Lake Safety Program for buoy purchase	\$350 369
PRE-APPLICATION CONFERENCE FEE	\$840-885 (Fee is credited toward application fee over \$1000 at submittal if received within 12 months from date of pre-application)
RECORDING FEES	Direct Recording Costs + Staff Hourly Rate.

Section 3. Building Permit Fees. (Land Use fees, if required, are in addition to Building Permit fees.)

- A. Washington State Building Codes Adopted. The City of Lake Stevens does hereby incorporate by this reference as though fully set forth the fees from the current editions of:
1. The International Building Code (IBC)
 2. The International Residential Code (IRC)
 3. The International Mechanical Code including the International Fuel Code, National Fire Protection Association 58 (Liquefied Petroleum Gas Code) and National Fire Protection Association 54 (National Fuel Gas Code)
 4. The Uniform Plumbing Code
 5. Washington State Barrier Free Regulations (Title 51 WAC)
 6. Current edition of the Washington State Energy Code
 7. The International Fire Code
 8. Current edition of the Washington State Ventilation & Indoor Air Quality Code
- B. Valuation for Calculating Building Permit Fees shall be determined according to the International Code Council "Building Valuation Data" which is herein incorporated by reference as though fully set forth. The "Building Valuation Data," including modifiers, is found in Building Safety Journal, and is published quarterly by the International Code Council. Subsequent annual revisions of the "Building Valuation Data" shall be automatically incorporated by this reference to be effective immediately following each new publication. Building permit fees shall be based on the formulas contained in Table 1A.

Table 1A: Building Permit Fees

Building Fees – Table 1A	
Total Value	Fee

Fees for permits include permit process, file management, payment processing, coordination and inspections which are comprehensive, with two (2) corrections each; all additional inspections, and submittals shall be charged at the hourly rate after two.	
\$1-\$1,000	\$63-66
\$1,001-\$2,000	\$63-66 first \$500 plus \$5 each \$100 or fraction
\$2,001-\$25,000	\$110-116 first \$2,001 plus \$20-21 each \$1,000 or fraction
\$25,001-\$50,000	\$575-606 first \$25,001 plus \$14-15 each \$1,000 or fraction
\$50,001-\$100,000	\$993-1046 first \$50,001 plus \$10-11 each \$1,000 or fraction
\$100,001-\$500,000	\$1,500-1,580 first \$100,001 plus \$8 each \$1,000 or fraction
\$500,001 to \$1,000,000 (recommend and up)	\$4,743-4,997 first \$500,001 plus \$6 each \$1,000 or fraction
\$1,000,001 and up (recommend removing)	\$4,743 first \$500,001 plus \$6 each \$1,000 or fraction

Table B2: Schedule of Miscellaneous Building Permit Fees

Building Permit Fees – Table B2	
Miscellaneous Building Permit Fees	
Permit Type	Fee
Fees for plan review are comprehensive, with two (2) review correction cycles; all additional plan reviews shall be charged at the hourly rate.	
Basic Plan Set-up fee	\$240-253 permit fee
Demolition	\$120-126 permit + \$120-126 /hr (1hr min-) and hourly whichever is greatest plan check
Fence/Retaining Wall	Table 1A based on value permit fee + 65% of permit fee or \$120-126 /hr (1hr min) and hourly whichever is greatest plan check
Manufactured Home/ add Residential/Commercial and Modular	Table 1A based on value (placement, skirting and egress) permit fee + 65% of permit fee or \$120-126 /hr (1hr min) and hourly whichever is greatest plan check
Certificate of Occupancy/ Temporary Certification of Occupancy (change to no construction, update or reissue and add Temporary Certificate of Occupancy)	\$240-253 /hr (2hr min) whichever is greatest permit + \$240-253 (2hr min) and hourly whichever is greatest plan check (if required)
Adult Family Home (add WABO Review/Inspection ONLY)	\$240-253 /hr (2hr min) whichever is greatest permit + \$240-253 (2hr min) and hourly whichever is greatest plan check (if required)
Revisions	\$240-253 (2hr min) and hourly whichever is greatest plan check
<u>Permit or Plan Review Extension</u>	<u>\$253 permit fee</u>
Inspection-overtime (overtime determined by the building official based	\$360-379 (2hr min at rate of \$180-190) and hourly whichever is greatest whichever greatest permit

Fees for plan review are comprehensive, with two (2) review correction cycles; all additional plan reviews shall be charged at the hourly rate. Valuation of plumbing and mechanical work for determining the plumbing and mechanical permit fees shall be based on the plumbing and mechanical work for each permit and listed for combination permits separately.	
Residential, (Duplex and IRC Townhomes)	65% of table IA or \$120 <u>126</u> (1hr min) whichever is greatest
Basic House plan check	See table 2B
Commercial, (Multi-Family and Mixed Use)	65% of table IA or \$120 <u>126</u> (1hr min) whichever is greatest
Plumbing & Mechanical-Commercial, Multi-Family and Mixed Use	40% of Plumbing & Mechanical permit fee or \$120 <u>126</u> (1hr min) whichever is greatest
Other: All overtime plan review as determined by the building official based on staff availability	\$360 <u>379</u> (2hr min at \$180 <u>190</u> hourly) and hourly whichever is greatest plan check

Fire Department Commercial Plan Review	
Building Permit Table D - Fire Fees (SRFR) 2025-2026 fees are hereby adopted by reference Table A)	
Plan Review Fees	
Total Value	Fee
Fees for plan review are comprehensive, with two (2) review correction cycles; all additional plan reviews shall be charged at the hourly rate.	
New or Tenant Improvement Building Permits – Applies to all Occupancies except Group U (Adopt Snohomish Regional Fire & Rescue (SRFR) by reference. Section 2, table A Building Permit Fees	
Group R-3 or IRC Dwellings (regardless of valuation)	\$31 <u>32</u>
\$0- \$1000 <u>5,000</u>	\$31 <u>32</u>
\$1,001 <u>\$5,000</u>	\$31
\$5,001-\$10,000	\$61 <u>63</u>
\$10,001- \$280,000	\$10,001 <u>\$28,000</u> \$91 <u>94</u>
\$20,001 <u>\$45,000</u> \$28,001 <u>\$55,000</u>	\$28,001 <u>\$55,000</u> \$180 <u>185</u>
\$45,001 <u>\$100,000</u> \$55,001 <u>\$275,000</u>	\$55,001 <u>\$275,000</u> \$299 <u>308</u>
\$100,001 <u>\$250,000</u> \$275,001 <u>\$550,000</u>	\$275,001 <u>\$550,000</u> \$419 <u>431</u>
\$250,001 <u>\$500,000</u> \$550,001 <u>\$1,000,000</u>	\$550,001 <u>\$1,000,000</u> \$568 <u>584</u>
\$500,001 <u>\$1,000,000</u> \$1,000,001 <u>\$2,000,000</u>	\$1,000,001 <u>\$2,000,000</u> \$788 <u>810</u>
\$1,000,001 <u>\$1,500,000</u> \$2,000,001 <u>\$5,000,000</u>	\$2,000,001 <u>\$5,000,000</u> \$896 <u>921</u>
\$1,500,001 <u>\$2,000,000</u> \$5,000,001 <u>\$10,000,000</u>	\$5,000,001 <u>\$10,000,000</u> \$1,076 <u>1,106</u>
>\$2 million <u>Over \$10,000,001</u> <u>(Fee plus \$66 per \$500,000 prorated)</u>	Over \$10,000,000 <u>\$1,254</u> <u>1,288</u> <u>fee plus \$66 per \$500,000</u>

- C. Fire (SRFR) ~~2025-2026~~ fees are hereby adopted by reference. See SRFR Tables A, B, C, D and E, F, G, H, I, J, K, L, M, N and O for Sprinkler and Alarm fees, Operational, Investigation, Miscellaneous, City Administrative 15% of Permit Fee, minimum \$32 and 5% Technology.
- D. Miscellaneous Building Permit Fees. Tables B2 specifies those fees charged for permits to be issued pursuant to the Washington State Building Code and which are not included in the provisions of Section 3 Subsections A and B.

Section 4. Animal Code Fees. Fees for other various services, actions, and permits related to Animal Control, as per LSMC Title 5, shall be as listed in Table D.

Table D: Animal Code Fees

Permit/Action	Fee (\$)
Dog/Cat License:	
– Each dog or cat licensed within 60 days of residency or within 60 days of acquiring pet, lifetime	Free
– Each dog or cat neutered or non-neutered, lifetime	20 <u>\$21</u>
– Senior Citizen (defined as being 62 years of age or older) owners, lifetime	Free
– Service and guide dogs, lifetime	Free
– Duplicate license for lost or destroyed dog/cat tag	\$ 4
– Duplicate license - Senior Citizen owners and Service/Guide Dogs	Free
– Other Code Violations:	
■ First Offense, For first offense the fee for such violation will be set equivalent to the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts.	
■ Second Offense, For the second offense, the fee for such violation shall be set equivalent to double the Basic Rule Violation as set forth in the Justice Information System (JIA) Law Table as published by the Administrative Office of the Courts.	
Impound Fees for Cost Recovery:	
– Dogs and cats (at police kennel)	25 <u>\$26</u>
– Animals	30 <u>\$32</u>

— - Dogs, Cats and other animals (at/or transported to animal shelter) As set forth by the Everett Animal Shelter animal impound fee schedule, plus an additional \$5.00 administrative fee for reviewing and processing billing statements. — — Additionally, any costs incurred which exceed the base fee and which are associated with the collection, impoundment, maintenance, treatment, and destruction of the animal(s), any fees owing, and any costs of damage cause by the animal(s) shall be the liability of the owner. The City is not responsible for such costs incurred.	Varies
Pasture/Waste Management Plan (Sec 5.18.040): <i>See Table A Land Use Fees</i>	

Section 5. Miscellaneous Police Fees. Fees for various Police services, actions, and permits shall be as listed in Table E.

Table E: Schedule of Miscellaneous Police Fees & Fines

Permit/Action/Service	Fee (\$)
Fingerprinting:	
1. For Concealed Pistol and Solicitor Licenses	State fee
2. People who work or reside in the City (per 2 cards)	10
3. People who do not work or reside in the City (per 2 cards)	20
Fine:	
1. Failure to pay fee (50% reduction if paid within 24 hours)	40
DUI cost recovery:	
1. Administrative fee	200
2. Jail booking fee (or as revised by Snohomish County or City of Marysville)	82
3. Daily lodging fee (or as revised by Snohomish County or City of Marysville)	61
False Alarm Fees:	
1. Second response to premises within six months after the first response	25
2. Third response to premises within six months after a second response	50
3. Fourth response to premises in six months after the third response and for all succeeding responses within six months of last response	100
Impound Fees for Cost Recovery:	
Signs if owner wants returned, per sign	25
Impound fee for wheeled recreational devices	60
Administrative storage fee for impounded vehicles	15
Fine for parking:	
1. Fine for parking as described in Lake Stevens Municipal Code Section 7.12.090, Prohibited Parking	100
Off-duty Officer:	Refer to current billable rate schedule
Security for Non-profits	
Security for others (includes a 15% administrative fee)	
Special Event Services Deposit:	\$100 per hour of event with one hour minimum
(For special planned events that require additional police services)	
Letters for search of local criminal justice data bases	10
Administrative dismissal of infraction for operating motor vehicle without insurance – administrative fee	25

Section 6. Miscellaneous Fees. Fees for various other services, actions, and permits shall be as listed in Table F.

Table F: Schedule of Miscellaneous Fees and Fines

Permit/Action	Fee or Fine (\$)
Public Works and Parks and Recreation Departments: Hourly Rate for Service for Non-profits Hourly Rate for Service for others (includes a 15% administrative fee) Equipment/Assets: - Theft or Vandalism/Damage - Lost Items (applies when City items are leant out to events)	Refer to current billable rate schedule Actual Replacement Cost + 20% + Staff Time
Business Licenses: - Non-refundable Adult Entertainment (Cabaret) application fee <u>Fee</u> 100 <u>\$105</u> - Adult Entertainment (Cabaret) Establishment (annual) 500 <u>\$527</u> - Adult Entertainment (Cabaret) Establishment Manager/ <u>Entertainer (annual)</u> 50 <u>\$53</u>/person —Entertainer (annual) - Business License Registration, <u>General Business</u> 40 <u>\$126</u> - <u>Business License Registration, Non-Resident</u> 40 <u>\$42</u> - <u>Business License Registration, Home Occupation</u> 50 <u>\$95</u> - Business License Registration – Annual Renewal 25 <u>\$26</u> - Temporary business license 40 <u>\$42</u> Renewal 5 <u>\$5</u> - Canvassers, Solicitors and Peddlers (includes City application fee, does not include Washington State <u>Patrol fingerprint processing fee License expires one year from date of application</u>) 75 <u>\$79</u> for the 1st three employees, and \$10 <u>\$11</u> for each additional employee Patrol fingerprint processing fee. License expires one year from date of application.) - Live music and/or dance entertainment (annual) 50 <u>\$53</u> - Games (annual) 50 <u>\$53</u> - Pawnbroker and Second Dealers (annual) 500 <u>\$527</u>	
- Washington State Department of Licensing’s Master License Service <u>and Business license handling fees are here by adopted by reference only, fees assessed and collected by Department of Revenue (DOR).</u> - Business license handling fee (fees shall be	New Application \$19 Renewal \$11 <u>DOR Processing \$50</u>

Permit/Action	Fee or Fine (\$)
automatically amended by the State)	
Code Enforcement Review & Inspection Fees: <u>Fee for review and inspections are comprehensive, with two (2) corrections each, all additional review and inspections shall be charged at the hourly rate.</u>	<u>\$126 (Staff) /\$221 (Director) hourly rate. All fees are calculated at a two-hour minimum charge + hourly cost after.</u>
Duplication of Public Records: (postage/delivery costs extra) For all records duplication regardless of format, first \$1 cumulative will be waived.	
- In-house Copying of City documents to pdf when original document is not in electronic format.	15¢/page/side
- Electronic files or attachments uploaded to e-mail, cloud-based data storage service or other means of electronic delivery.	10¢/page/side \$1 extra for copy to CD
- Transmission of public records in an electronic format or for the use of agency equipment to send the records electronically. The City shall take reasonable steps to provide the record in the most efficient manner available to the agency in its normal operations.	5¢ per each four electronic files or attachments plus 10¢ per gigabyte
- Digital storage media or device provided by the City, the actual cost of any container or envelope used to mail the copies to the requestor and the actual postage or delivery charge	Actual Cost
- In-House duplication of City documents to CD, such as - Comprehensive Plan, Lake Stevens Municipal Code Title 14, - Urban Design Standards, Engineering Design and Development Standards, etc.	Actual Cost
- Documents or CDs printed by outside vendor	Actual cost to reproduce (minimum deposit required); requestor may arrange to pay outside vendor directly)
- Maps - Duplication of maps less than 11"X17"	\$.15/page
	\$1 per square foot for in-house printing or actual cost if

Permit/Action	Fee or Fine (\$)
- Maps - Duplication of maps greater than 11"x17" and - Special requests for plotted maps, aerials, plans, etc. (each)	sent out to reproduce \$0.84 per minute
- Police Body Worn Camera • Redaction of audio/video	\$1/tape/disc Actual cost to reproduce 40¢
- Audio recordings of meetings: • Duplicated by Staff • Duplicated by outside vendor	\$5 for 1st Page and \$1 each after the 1st Page
- Color photos (cost to reproduce) - Certified copy of a public record	
Dishonored Check Fine (in payment of City services)	\$35
Technology Fee	A <u>non-refundable</u> technology fee of three (3) <u>five (5)</u> percent will be assessed on city services <u>shall apply to all development services transactions excluding deposits, impact fees, State Building Code Council (SBCC) fees, consultant fees, attorney and Hearing Examiner fees. including, but not limited to</u>

Permit/Action	Fee or Fine (\$)
	issued building and land use permits and park and event rentals.
<u>Service Fee</u>	<u>A non-refundable service fee of three (3) percent shall apply to all payments made to the City except for payments made by cash/check, Boat launch kiosk fees, Police Department fees and charges related to duplication of public records.</u>

Section 7. Parks and Recreation Fees. Fees for renting facilities and using recreational services and parks shall be as listed in this section.

Table G1: Mill Rental Fees

	Saturday	Friday or Sunday	Mon-Thurs
Entire Mill	\$2000	\$1800	
Hartford Hall	\$1500	\$1200	\$85/hr \$800 all day
Hartford Hall w/ The Stack	\$1800	\$1500	\$1000
The Stack	\$70 <u>\$100</u> /hr	\$70 <u>\$80</u> /hr	\$60 <u>\$75</u> /hr
Sawyers Room	\$120/hr	\$100/hr	
<u>Rental Add Ons</u>			
<u>A/V System Use</u>	<u>\$50/day</u>		
<u>Microphone Use</u>	<u>Hard Wired \$25/day (per unit)</u> <u>Wireless \$50/day</u>		

Not ~~For~~ Profit Rental Fee: 20% discount (rounded up to the nearest dollar)

1. Not ~~For~~ Profit Community Interest Groups devoted to community interest whose activities generally take place within the geographical confines of the City of Lake Stevens. Groups must be registered as Not For Profit with the Secretary of State. This classification would include, but not be limited to: Girl Scouts, Lake Stevens Historical Society and Lake Stevens Rowing Club. Non-profit group is defined as being registered with the Secretary of State as a non-profit.
2. Use of public facilities for the purpose of generating personal gain is prohibited without written

agreement with the City of Lake Stevens.

Table G2:- Mill Deposits and Cancellation/Modification Fees

The Mill Deposits (refundable when the facility is returned to pre-rental condition and all rules and rental times are followed.

	Deposit	Add Alcohol	Deposit & Alcohol
Entire Mill or Two Rooms	\$500	\$500	\$1,000
Individual Rooms or Hourly	\$250	\$250	\$500

Cancellation Fee	\$250
Modification Fee (change in hours and/or days; not for adding hours before/after).	\$35

Table G3: Schedule of All Other Park Fees

Number of shelters		Rate
Park Shelter/Facility		Rental fee
Lundeen Park	North or South Shelter (half)	\$ 100 <u>125</u>
	Full Shelter (both sides)	\$ 200 <u>250</u>
North Cove Park Shelter		\$ 100 <u>125</u>
North Cove Park Observation Deck		\$ 100 <u>125</u>
Mill Outdoor Plaza Rental		\$ 100 <u>125</u>
All Shelters/Facilities – Half Day Rentals		\$ 75 <u>60</u> (Available during peak season, April 1 through September 30.)
Cancellation Fee for Shelters/Facilities		\$25 if cancelled more than 14 days in advanced. No refunds 14 days or less from reservation date.
Reservation Date Modification		\$ 10 <u>25</u> (Modifications cannot be made 14 days or less from reservation date.)
Other Park Fees		Rental fee
Eagle Ridge Community Garden Bed Rental (Annually)		\$50 \$25 ADA Bed (half size)
Athletic Fields - <u>Grass</u>		Adult Sports: \$30 every 2 hrs Youth Sports: \$20 every 2 hrs

Athletic Fields - Synthetic	Adult Sports: \$100/hr Youth Sports: \$80/hr
Pickleball Court	\$25/hr
Boat Launch Parking	\$10 for one day \$5 for three-hour parking
Boat Launch Annual Parking Pass	\$75 \$60 for Lake Stevens Residents (One per household)
Park Permit Fee	\$35 50 (Waived with Shelter/Facility Reservation)
Event Fees	See Land Use Fees Table A
Electricity Fees (15 amps includes when renting a shelter)	\$10/day – 15 amp service \$15/day – 30 amp service \$20/day – 50 amp service
Water – Single Bib Access, Limited Use	\$15/day
Water – Custom Requests	Negotiated
Recycle Containers (ClearStreams)	\$10/unit deposit rental fee Actual Cost + 20% (replacement fee for unreturned or damaged units)
Boat Launch Closure	\$200 300/ for first day \$150 for additional day(s)
Mill Spur Closure	\$200 /240 for first day \$120 for additional day(s)
Technology Fee (CivicRec Transactions)	3% Parks Technology Fee applies to all transactions except for: Invoices (including reimbursements and sponsorships), Vendors/Concessions, Electricity/Water Fees, and Hourly/Daily Boat Launch Parking Fees.

Section 8. Stormwater Utility and Lake Management Charges. Fees for the Stormwater Management Utility, as per LSMC Title 11, shall be as listed in Table IA (below).

Table IA: Stormwater Management Utility

Type	Impervious Area per Equivalent Service Unit	Annual Rate per
Residential and Multifamily Residential with Five or Fewer Units ¹	NA	\$273 Year 2025 \$281 Year 2026 \$290 Year 2027

All Other Customers, Including Commercial and Multifamily Residential with Six or More Units	3,000 square feet	\$273 Year 2025 \$281 Year 2026 \$290 Year 2027
Undeveloped ²	NA	No Charge
State Highways		Set in accordance with RCW 90.03.525
Low Income Senior or Disabled Exemption		Set in accordance with Snohomish County guidelines

1. Multifamily residential units with five or fewer units will be charged the ESU rate multiplied by the number of units.
2. Undeveloped lots are not altered from the natural state by construction and may include lakefront and split lots.
3. Surface water utility service charges are evaluated in accordance with LSMC Title 11.
4. A developed parcel will receive a minimum of one ESU.

Fees for the Lake Management, as per Title 11 LSMC, shall be listed in Table IB (below).

Table IB: Lake Management Benefit Assessment

Class		Impervious Surface %	Monthly Rate	Annual Rate
Lakefront Lot		NA	\$16.00 per parcel	\$192.00 per parcel
Split Lot		NA	\$11.33 per parcel	\$136.00 per parcel

1. The lakefront lot assessment applies to each developed parcel within 200-feet of the lake shore. The split lot assessment applies to each land parcel with a portion of the lot abutting the lake shore and an upland portion beyond the limits of the shoreline master program. Each parcel abutting the lake will be charged a lakefront/split lot surcharge in addition to the appropriate Stormwater Management Utility rate.
2. Lakefront lots developed with only a dock or other over the water structure are developed parcels.
3. Lakefront /split lot parcels with multiple single family structures will be charged the applicable assessment in addition to the single family Stormwater Management Utility rate multiplied by the number of units.
4. Commercial lakefront/split lot parcels will be charged a lakefront/split lot assessment in addition to the appropriate rate category by their percentage of impervious surface.
5. Parcels with a common interest in a community beach will be charged a proportionate share of the lakefront assessment in addition to their single family (or other) Stormwater Management Utility rate.

PASSED by the City Council of the City of Lake Stevens on the 10th day of June, 2025.

Brett Gailey, Mayor

ATTEST:

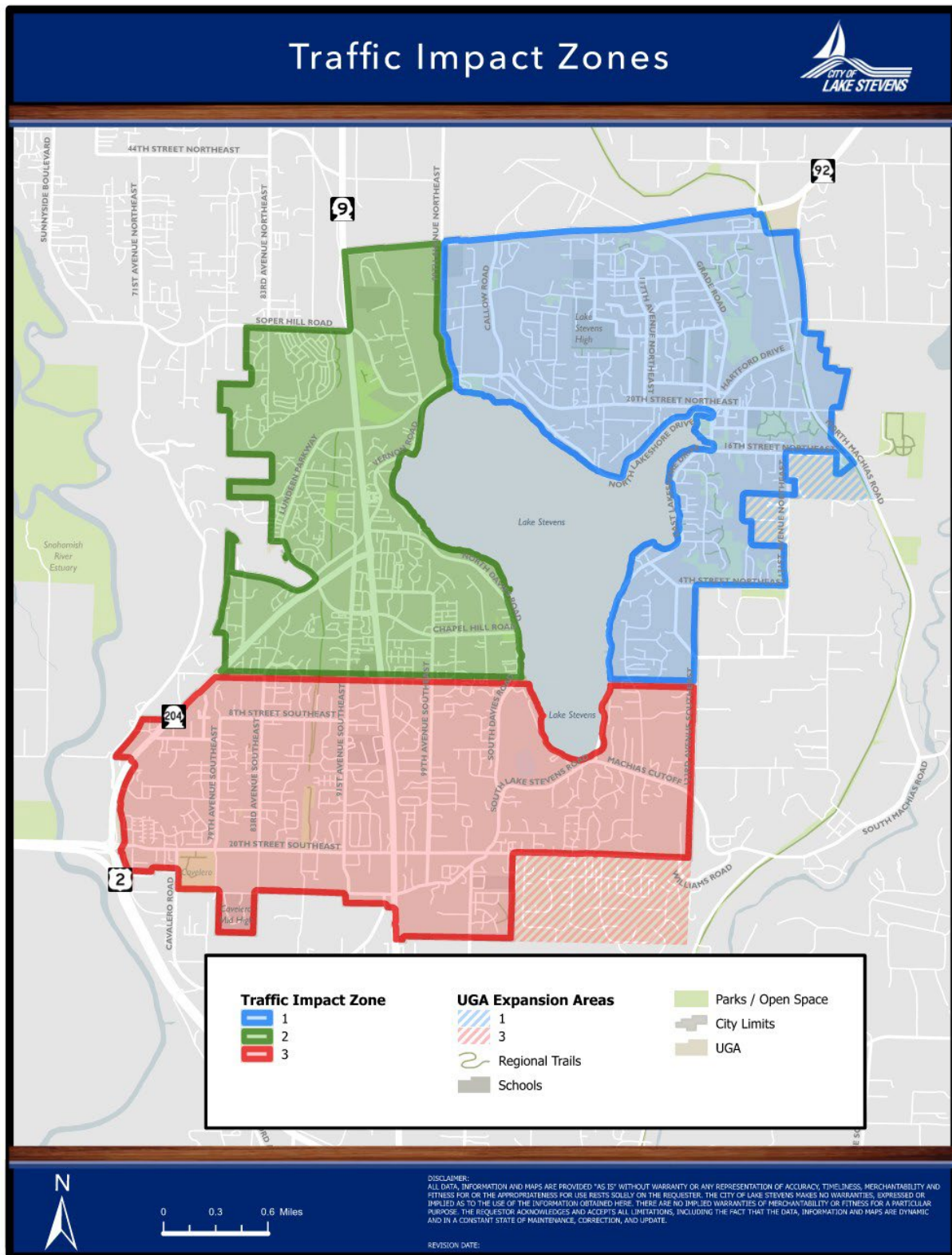
Kelly Chelin, City Clerk

Attachment 3 – 2025 Comparable Cities Park and Traffic Impact Fees

Park Impact Fees Comparison					
	Comparable Cities (30,000 to 50,000) Average*	COLS	Marysville	Snohomish	Everett
SFH	\$3,847	\$4,155	\$1,956	\$4,150	
MFU	\$2,785	\$3,005	\$1,417	\$3,600	
Up to 895 sf				\$3,310	
896 – 1141 sf				\$4,570	
1142 – 1386 sf				\$5,870	
1387 – 1632 sf				\$7,070	
1633 – 1878 sf				\$8,320	
1879 – 2123 sf				\$9,580	
2124 – 2369 sf				\$10,830	
2370+ sf				\$11,470	
Commercial					
Manufacturing				\$375	
Whsle, Trans, Util				\$185	
RE, Fin, Insurance				\$535	
Retail				\$265	
Personal Services				\$470	
Gov/Education				\$625	
Restaurant				\$940	
Self-Storage				\$10	
Gen Commercial				\$700	
1BR/Studio					\$1,133
2BR					\$2,268
3+ BR					\$3,401
Office & Services					\$.31/sf
Retail					\$.46/sf
Industrial					\$.25/sf
* Issaquah high \$10,978 / Bremerton low \$743					

Transportation Impact Fees Comparison					
	Comparable Cities (30,000 to 50,000) Average* and **	COLS	Marysville	Snohomish	Everett
Commercial			\$2,220	\$5,111,603	\$6,321
Residential	\$5,658		\$6,300	\$5,111,603	
ADU per unit					\$3,614
SFH/Townhome					\$6,231
Duplex					\$12,462
Triplex					\$18,693
4-plex					\$24,924
MFH<3 BR	\$3,670				\$3,614/unit
MFH 3+ BR					\$6,231/unit
(per PM peak hour trip)		\$2,771 to \$3,500			
* Issaquah high \$11,057 / Burien low \$948					
* Lynwood only other jurisdiction using pm peak distribution and traffic zones varies \$5,107 to \$7,944					

Attachment 3



RCW 82.02.060 Impact fees—Local ordinances—Required provisions

—**Exemptions.** The local ordinance by which impact fees are imposed:

(1) Shall include a schedule of impact fees which shall be adopted for each type of development activity that is subject to impact fees, specifying the amount of the impact fee to be imposed for each type of system improvement. The schedule shall be based upon a formula or other method of calculating such impact fees. The schedule shall reflect the proportionate impact of new housing units, including multifamily and condominium units, based on the square footage, number of bedrooms, or trips generated, in the housing unit in order to produce a proportionally lower impact fee for smaller housing units. In determining proportionate share, the formula or other method of calculating impact fees shall incorporate, among other things, the following:

(a) The cost of public facilities necessitated by new development;

(b) An adjustment to the cost of the public facilities for past or future payments made or reasonably anticipated to be made by new development to pay for particular system improvements in the form of user fees, debt service payments, taxes, or other payments earmarked for or proratable to the particular system improvement;

(c) The availability of other means of funding public facility improvements;

(d) The cost of existing public facilities improvements; and

(e) The methods by which public facilities improvements were financed;

(2) May provide an exemption for low-income housing, and other development activities with broad public purposes, including development of an early learning facility, from these impact fees, provided that the impact fees for such development activity shall be paid from public funds other than impact fee accounts;

(3) (a) May not impose an impact fee on development activities of an early learning facility greater than that imposed on commercial retail or commercial office development activities that generate a similar number, volume, type, and duration of vehicle trips;

(b) When a facility or development has more than one use, the limitations in this subsection (3) or the exemption applicable to an early learning facility in subsections (2) and (4) of this section only apply to that portion that is developed as an early learning facility. The impact fee assessed on an early learning facility in such a development or facility may not exceed the least of the impact fees assessed on comparable businesses in the facility or development;

(4) May provide an exemption from impact fees for low-income housing or for early learning facilities. Local governments that grant exemptions for low-income housing or for early learning facilities under this subsection (4) may either: Grant a partial exemption of not more than 80 percent of impact fees, in which case there is no explicit requirement to pay the exempted portion of the fee from public funds other than impact fee accounts; or provide a full waiver, in which case the remaining percentage of the exempted fee must be paid from public funds other than impact fee accounts, except as provided in (b) of this subsection. These exemptions are subject to the following requirements:

(a) An exemption for low-income housing granted under subsection (2) of this section or this subsection (4) must be conditioned upon requiring the developer to record a covenant that, except as provided

otherwise by this subsection, prohibits using the property for any purpose other than for low-income housing. At a minimum, the covenant must address price restrictions and household income limits for the low-income housing, and that if the property is converted to a use other than for low-income housing, the property owner must pay the applicable impact fees in effect at the time of conversion;

(b) An exemption for early learning facilities granted under subsection (2) of this section or this subsection (4) may be a full waiver without an explicit requirement to pay the exempted portion of the fee from public funds other than impact fee accounts if the local government requires the developer to record a covenant that requires that at least 25 percent of the children and families using the early learning facility qualify for state subsidized child care, including early childhood education and assistance under chapter 43.216 RCW, and that provides that if the property is converted to a use other than for an early learning facility, the property owner must pay the applicable impact fees in effect at the time of conversion, and that also provides that if at no point during a calendar year does the early learning facility achieve the required percentage of children and families qualified for state subsidized child care using the early learning facility, the property owner must pay 20 percent of the impact fee that would have been imposed on the development had there not been an exemption within 90 days of the local government notifying the property owner of the breach, and any balance remaining thereafter shall be a lien on the property; and

(c) Covenants required by (a) and (b) of this subsection must be recorded with the applicable county auditor or recording officer. A local government granting an exemption under subsection (2) of this section or this subsection (4) for low-income housing or an early learning facility may not collect revenue lost through granting an exemption by increasing impact fees unrelated to the exemption. A school district who receives school impact fees must approve any exemption under subsection (2) of this section or this subsection (4);

(5) Shall provide a credit for the value of any dedication of land for, improvement to, or new construction of any system improvements provided by the developer, to facilities that are identified in the capital facilities plan and that are required by the county, city, or town as a condition of approving the development activity;

(6) Shall allow the county, city, or town imposing the impact fees to adjust the standard impact fee at the time the fee is imposed to consider unusual circumstances in specific cases to ensure that impact fees are imposed fairly;

(7) Shall include a provision for calculating the amount of the fee to be imposed on a particular development that permits consideration of studies and data submitted by the developer to adjust the amount of the fee;

(8) Shall establish one or more reasonable service areas within which it shall calculate and impose impact fees for various land use categories per unit of development;

(9) May provide for the imposition of an impact fee for system improvement costs previously incurred by a county, city, or town to the extent that new growth and development will be served by the previously constructed improvements provided such fee shall not be imposed to make up for any system improvement deficiencies;

(10) Shall provide a 50 percent reduction of the impact fees specified in the schedule of impact fees for system improvements under

RCW 82.02.090(7)(a) if the project is within a station area and claiming a multiple-unit housing property tax exemption under RCW 84.14.020(1)(a)(ii)(D); and

(11) Must adopt or amend by ordinance, and incorporate into their development regulations, zoning regulations, and other official controls the requirements of this section to take effect six months after the jurisdiction's next periodic comprehensive plan update required under RCW 36.70A.130.

For purposes of this section, "low-income housing" means housing with a monthly housing expense, that is no greater than 30 percent of 80 percent of the median family income adjusted for family size, for the county where the project is located, as reported by the United States department of housing and urban development.

For the purposes of this section, "early learning facility" has the same meaning as in RCW 43.31.565. [2025 c 267 s 20; 2023 c 337 s 10; 2021 c 72 s 1; 2012 c 200 s 1; 1990 1st ex.s. c 17 s 44.]

Findings—2025 c 267: See note following RCW 36.70A.840.

Severability—Part, section headings not law—1990 1st ex.s. c 17: See RCW 36.70A.900 and 36.70A.901.



One Community Around The Lake

Permit & Impact Fee Updates

RUSS WRIGHT, COMMUNITY DEVELOPMENT
DIRECTOR

SARAH GARCEAU, PARKS AND RECREATION
DIRECTOR

AARON HALVERSON, PUBLIC WORKS DIRECTOR

CAROL MANUS, BUILDING OFFICIAL

CHRISTI SCHMIDT, PLANNING MANAGER

OCTOBER 14, 2025

Background

- Staff briefed Council beginning August 2024, on SB 5290 compliance. Cost recovery for staff time.
- Focus areas: permit review process, staffing levels, and fee structure.
- 2026 marks Year 1 of a 5-year CPI-U based fee adjustment plan.
- Resolution 2025-09 proposes updated fees for 2026.





Fee Schedule Overview

- Departments involved:
 - Planning & Community Development
 - Public Works
 - Parks & Recreation
 - Municipal Services
 - Finance
- Fee categories:
 - Land Use
 - Building Permits
 - Right-of-Way
 - Technology & Service Fees
 - Business Licenses
 - Impact Fees
 - Rental & Event Fees

Key Fee Adjustments

- CPI-U Adjustment: 5.36% applied to most fees
- Planning & Community Development (PCD):
 - Annexations: \$464 + hourly costs
 - Business License: \$40 - \$126 General Business, \$40 - \$95 Home Occupations
- Public Works:
 - ROW base fee: \$50 - \$126
 - Road cut \$3 - \$5/linear foot
 - Fee cost recovery logic aligned with PCD model



CPI-U Five Year Average

	CPI-U 5- Year Average	CPI-U % Change	CPI-U June	CPI-W 5- Year Average	CPI-W % Change	CPI-W June	90% of W	Variance
2026	5.36%	2.68%		5.34%	2.715%		2.44%	0.03%
2025	5.00%	3.83%	364.344	4.99%	3.63%	357.780	3.26%	-0.20%
2024	4.69%	4.62%	354.824	4.61%	4.51%	348.323	4.06%	-0.10%
2023	4.42%	10.14%	341.734	4.43%	9.54%	336.135	8.59%	-0.60%
2022		5.52%	326.656		6.29%	321.626	5.66%	0.76%
2021		0.87%	296.573		1.01%	293.607	0.91%	0.14%
2020		2.29%	281.055		1.68%	276.244	1.52%	-0.60%
2019		3.28%	278.631		3.65%	273.488	3.28%	0.37%
2018			272.395			268.957		
2017			263.756			259.487		



New & Clarified Fees

- PCD:
 - Subdivision Alterations Type II & III
 - Concurrency Certification
 - Permit/Plan Review Extensions
 - Code Enforcement: Fee formula aligned with PCD model
- Fire Department:
 - \$32 minimum administrative fee
 - Tech & Service fees added
 - Reference to SRFR 2026 Fee Schedule



New & Clarified Fees

- Parks & Recreation
 - Modified and Added Fees for The Mill Rentals
 - Modified Shelter Reservation Fees
 - Added Synthetic Turf and Pickleball Rental Fees
 - Modified and Added Fees for Events, including Boat Launch and Mill Spur Closures, Fees for Electricity and Water Usage, and Renting Recycling Containers



Technology & Service Fees

- Development Services Tech Fee: 3% - 5%
- Park Tech Fee: Clarified exemptions
- New Service Fee: 3% for non-cash/check payments
 - Exemptions: Police, Public Records, Boat Launch

Impact Fees



Park Impact Fee

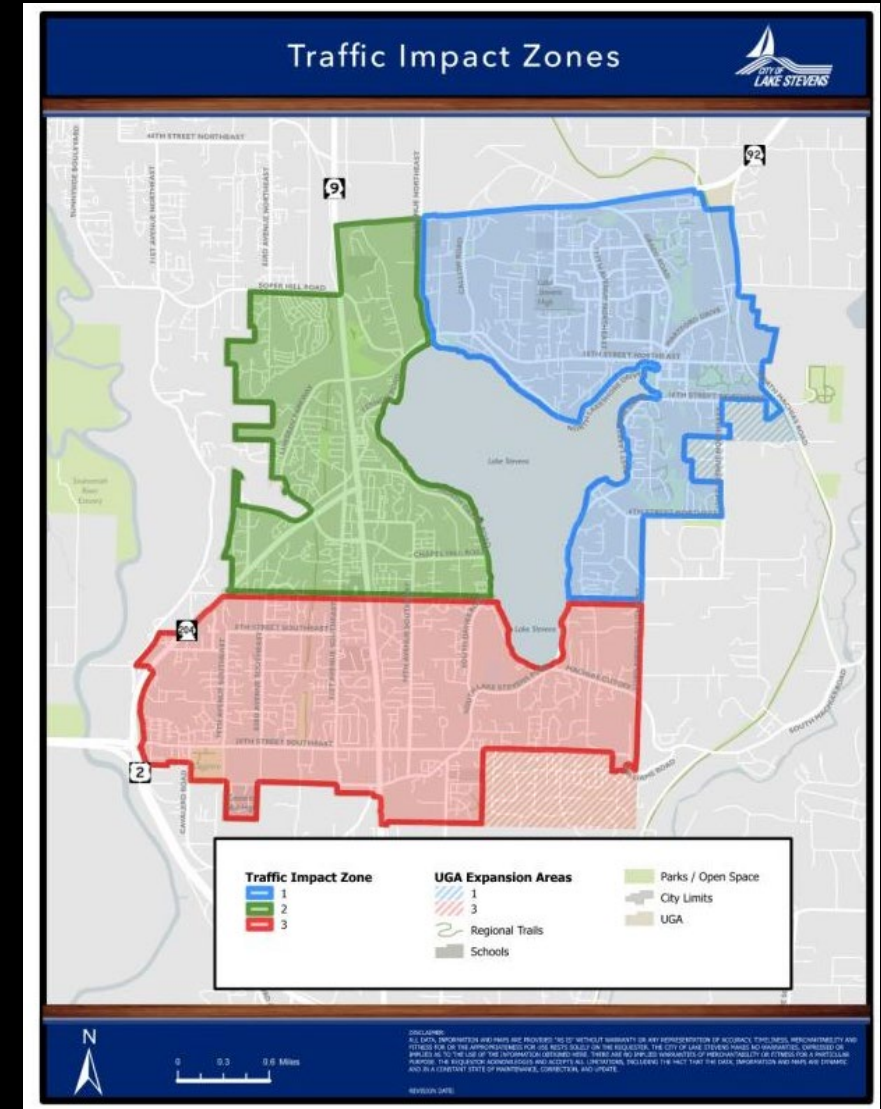
Update park impact fee based on current CPI-U of 5.36%, next year will include review of Parks and Recreation Plan update pending adoption of the PROS Plan.



*Source: Google Earth

Traffic Impact Zones

TIZ for the City's Urban Growth Area (UGA) expansion areas. Once these areas are annexed into the City limits, impact fees will be applied to new development within these areas in alignment with the identified TIZ.



Traffic Impact Fee Options

Update traffic impact fee based on current Capital Improvement Projects (CIP) and updated methodology.

		Traffic Impact Zones (TIZ)		
#	Item	TIZ 1	TIZ 2	TIZ 3
1	Total Estimated Project Costs	\$144,180,000	\$39,800,000	\$63,672,000
2	TIF Eligible Project Costs	\$57,344,167	\$17,641,667	\$15,255,400
3	Estimated Grant Funding (Secured)	\$5,000,000	\$0	\$3,000,000
4	PM Peak Hour Growth Trips	5,014	4,196	2,991
5	Base TIF Rate per PM Peak Hour Trip	\$11,436.81	\$4,204.40	\$5,100.43
		Traffic Impact Zones (TIZ)		
#	Item	TIZ 1*	TIZ 2	TIZ 3
1	Total Estimated Project Costs	\$ 144,180,000	\$ 39,800,000	\$ 63,672,000
2	TIF Eligible Project Costs	\$ 34,575,820	\$ 17,641,667	\$ 15,255,400
3	Estimated Grant Funding (Secured)	\$ 5,000,000	\$ -	\$ 3,000,000
4	PM Peak Hour Growth Trips	\$ 5,014	\$ 4,196	\$ 2,991
5	Base TIF Rate per PM Peak Hour Trip	\$ 6,896	\$ 4,204	\$ 5,100
		* assumes reduced projects and greater contribution by city.		

How do we compare with peer cities and our neighbors?

TRANSPORTATION

Our current TRANSPORTATION Fees are lower than peer and neighboring cities.

- Lynnwood's model is most comparable, using the same pm peak hour methodology with traffic zones.
- Some other cities use land use categories to define impact fees creating more complicated formulas.
- When you look at our capital program list of nearly \$316 million dollars in projects, our fees are average.

Transportation Impact Fees Comparison					
	Comparable Cities (30,000 to 50,000) Average*	COLS	Marysville	Snohomish	Everett
Commercial			\$2,220	\$5,111	\$6,300
Residential	\$5,658	Current Fees \$2,771 to \$3,500 Proposed Fees \$4,204 to \$6,896 (Per PM peak hour trip)			
ADU per unit			\$6,300	\$5,111	\$3,614/u
SFH/Townhome					\$6,231/u
Duplex					\$12,462/u
Triplex					\$18,693/u
4-plex					\$24,924/u
MFH<3 BR					\$3,614/u
MFH 3+ BR	\$3,670				\$6,231/u
Mitigation Chart Notes:					
* Issaquah high \$10,805 / Burien low \$957 (high and low ranges)					
* Lynnwood only other jurisdiction using pm peak distribution and traffic zones varies \$5,107 to \$7,944					



Impact Fees

- Parks: 5.36% CPI-U adjustment. Fee to be recalculated in 2026.
- Traffic:
 - TIZ 1: 6,896 (Staff 40% reduced fee recommended)
 - TIZ 2: \$4,204/unit
 - TIZ 3: \$5,100/unit
- Schools: No change until 2026.



Other issues:

- ❖ City Council also needs to consider optional discounts to impact fees allowed in RCW 82.02.060 to reduce fees for affordable housing or early learning facility facilities.
- ❖ Option 1 – Exempt low-income housing & early learning facilities from impact fees
 - Low-income project subject to restrictive covenants to remain low-income or repay impact fees
 - Early learning facilities subject to a restrictive covenant that at least 25 percent of the children and families using the early learning facility qualify for state subsidized childcare
 - City is responsible to fund the offset revenue
- ❖ Option 2 – Partial exemption up to 80% for low-income housing & childcare facilities from impact fees
 - Low-income project subject to restrictive covenants to remain low-income or repay impact fees
 - Early learning facilities subject to a restrictive covenant that at least 25 percent of the children and families using the early learning facility qualify for state subsidized childcare
 - City is responsible to fund the balance of the offset revenue



City Council Discussion and Questions



Staff Recommendations

- Approve 2026 fee adjustments (Resolution 2025-09)
- Approve 3% service charge for non-cash payments
- Approve updates to impact fees



Background Information

Park Impact Fees Comparison					
	Comparable Cities (30,000 to 50,000) Average*	COLS	Marysville	Snohomish	Everett
SFH	\$3,847	\$4,339 Proposed Fee \$4,572	\$1,956	\$4,150	
MFU	\$2,785	\$3138 (2+ BR) Proposed Fee \$3,306	\$1,417	\$3,600	
MFH		\$1,997 (MFH 0-1BR/ADU) Proposed Fee \$2,104			
Up to 895 sf				\$3,310	
896 – 1141 sf				\$4,570	
1142 – 1386 sf				\$5,870	
1387 – 1632 sf				\$7,070	
1633 – 1878 sf				\$8,320	
1879 – 2123 sf				\$9,580	
2124 – 2369 sf				\$10,830	
2370+ sf				\$11,470	
Commercial					
Manufacturing				\$375	
Whsle, Trans, Util				\$185	
RE, Fin, Insurance				\$535	
Retail				\$265	
Personal Services				\$470	
Gov/Education				\$625	
Restaurant				\$940	
Self-Storage				\$10	
Gen Commercial				\$700	
1BR/Studio					\$1,133
2BR					\$2,268
3+ BR					\$3,401
Office & Services					\$.31/sf

Retail					\$.46/sf
Industrial					\$.25/sf
Mitigation Chart Notes:					
* Issaquah high \$10,805 / Puyallup low \$855 (This matrix was last updated on 10-10-24)					

Transportation Impact Fees Comparison					
	Comparable Cities (30,000 to 50,000) Average*	COLS	Marysville	Snohomish	Everett
Commercial			\$2,220	\$5,111	\$6,321
	\$5,658	Current Fees \$2,771 to \$3,500 Proposed Fees \$4,204 to \$6,896 (Per PM peak hour trip)			
Residential			\$6,300	\$5,111	
ADU per unit					\$3,614
SFH/Townhome					\$6,231
Duplex					\$12,462
Triplex					\$18,693
4-plex					\$24,924
MFH<3 BR	\$3,670				\$3,614/unit
MFH 3+ BR					\$6,231/unit
Mitigation Chart Notes:					
* Issaquah high \$10,805 / Burien low \$957 (high and low ranges)					
* Lynwood only other jurisdiction using pm peak distribution and traffic zones varies \$5,107 to \$7,944					

CITY COUNCIL STAFF REPORT



Agenda Date: 10/14/2025

Subject: Authorize the Mayor to Sign the Interlocal Agreement Between the Cities of Everett and Lake Stevens Regarding Water Transmission Lines, Allowed Uses and Permitting

Contact Person/Department: Russ Wright, Community Development

Budget Impact:

Legal Review: No

RECOMMENDATION(S)/ACTION REQUESTED:

SUMMARY/BACKGROUND:

APPLICABLE CITY POLICIES:

ATTACHMENTS:

1. Memorandum

MEMORANDUM



Planning and Community Development

DATE: October 13, 2025

TO: Mayor Brett Gailey
Lake Stevens City Council

FROM: Russ Wright, Community Development Director

SUBJECT: Everett Waterline ILA

REQUESTED ACTION: **Authorize the Mayor to Sign the Interlocal Agreement Between the Cities of Everett and Lake Stevens Regarding Water Transmission Lines, Allowed Uses and Permitting**

The cities of Lake Stevens and Everett have been working since 2019 toward developing an Interlocal Agreement (ILA) regarding the management and protection of water transmission lines, allowed uses, and permitting processes related to the Water Corridor. The ILA ensures effective coordination between the two municipalities to safeguard the regional water supply while allowing for predictable development in the area. Over the last several months, both agencies have made significant progress in completing the ILA and have negotiated final terms and language included as **Attachment 1**. Key ILA terms follow below.

- The agreement outlines the importance of Everett's regional water system, which serves approximately 640,000 people, including Lake Stevens, and the need for interagency coordination due to increasing urbanization along the corridor.
- Lake Stevens will show the Water Corridor in relevant maps, identify specific development requirements in its land use documents, and notify Everett about pertinent permit applications.
- The ILA clarifies what types of public and private developments can occur within and adjacent to the Water Corridor without threatening the water supply or conflicting with property rights.
 - The agreement identifies allowed uses, the permitting process, and enforcement measures for future public and private development.
 - Significant construction within the Water Corridor or within 50 feet requires an engineering evaluation by a professional engineer to assess potential impacts on the transmission lines.
 - The agreement provides a 30-foot zone in the northern part of the easement for paving, establishes a 10-foot setback from the Water Corridor, and restricts certain types of improvements within this area.
- The agreement emphasizes cooperation between the two cities to minimize crossings of the Water Corridor and early coordination on public improvements.
- When Everett undertakes construction within Lake Stevens, it is required to apply for the necessary permits. Emergency maintenance activities are exempt from this requirement.
- The ILA concludes with several general provisions, including the duration of the agreement and the process for suspending or amending the agreement.

In summary, the Interlocal Agreement between the cities will protect the regional water system and allow defined development in the surrounding areas. This collaborative approach balances infrastructure needs with urban growth, meeting Everett's need for the long-term protection of the waterline and the economic growth of Lake Stevens near the 20th Street Corridor.

Recommendation: City Staff recommend the City Council authorize the mayor to sign the Interlocal Agreement between the cities of Everett and Lake Stevens regarding the Water Transmission Lines, Allowed Uses and Permitting.



**INTERLOCAL AGREEMENT
BETWEEN
CITY OF EVERETT AND CITY OF LAKE STEVENS REGARDING
WATER TRANSMISSION LINES, ALLOWED USES AND PERMITTING**

This Interlocal Agreement (“**Agreement**”) is dated for reference purposes as of last signature below, and is between CITY OF EVERETT, a Washington municipal corporation (“**Everett**”) and CITY OF LAKE STEVENS, a Washington municipal corporation (“**Lake Stevens**”) (individually a “**Party**” and collectively the “**Parties**”), pursuant to Chapter 39.34 of the Revised Code of Washington (RCW).

RECITALS

A. Everett’s regional water system provides water to about 75% of Snohomish County, which is approximately 640,000 people, including Lake Stevens. The water system begins at Spada Reservoir, which has a 50 billion gallon capacity, then to Chaplain Reservoir, which has a 5 billion gallon capacity. At Chaplain Reservoir, up to 132 million gallons per day (MGD) can be treated at Everett’s treatment facility.

B. From its water filtration plant, Everett transmits the potable water through four large diameter transmission lines to Lake Stevens, Everett and throughout most of Snohomish County. These transmission pipelines can deliver up to 200 MGD. Each of the four pipelines is about four feet across and can each carry about 50 MGD. Transmission lines number two, three, and four run in a corridor through a portion of Lake Stevens. These transmission lines and a continuous 14-foot wide maintenance access road are critical infrastructure for the region. Everett holds property ownership and easements for the corridor containing the transmission pipelines and access road within Lake Stevens city limits (the “**Water Corridor**”) as shown on Exhibit 1 attached to this Agreement.

C. When the Water Corridor was initially established about 100 years ago, it traversed mostly undeveloped rural land with a gravel access road for transmission line maintenance. As Snohomish County continues to grow, this land is becoming more urbanized with homes and businesses. As development increases in these previously rural areas, it is becoming more apparent that interagency coordination will be required to protect the Water Corridor and provide greater certainty related to the allowed uses within and around the Water Corridor by the owners of public and private property through which the Water Corridor passes.

D. Protecting the Water Corridor allows Everett to operate, maintain and improve its regional water system. Lake Stevens acknowledges the critical nature of this infrastructure and the property/easement rights for the transmission lines and 14-foot-wide continuous access road located within the Water Corridor in Lake Stevens. Construction and day-to-day activities on or adjacent to the Water Corridor cannot be allowed to endanger the region’s drinking water.

E. Lake Stevens and Everett desire to clarify which public and private improvements may be constructed that do not endanger the Everett regional water system or conflict with Everett’s property/easement rights, and which may be constructed and/or permitted by Lake

Stevens consistent with Lake Stevens Comprehensive planning efforts and land use regulations, within and adjacent to the Water Corridor.

F. To support growth in the region, Everett may construct future additional transmission lines in the Water Corridor.

G. Lake Stevens supports the continued and efficient operation and maintenance of the Water Corridor by Everett, and Everett supports the goals of Lake Stevens to allow reasonable private and public development in Lake Stevens adjacent to or crossing the Water Corridor that supports growth in Lake Stevens as part of the region, all subject to the terms and conditions of this Agreement.

AGREEMENT

The Parties agree as follows:

SECTION 1: PROTECTING THE WATER CORRIDOR.

This Section 1 establishes the Parties' agreement regarding all future public and private development relating to the Water Corridor.

1.A. Purpose or Purposes of Agreement.

This Agreement is authorized by Chapter 39.34 RCW. Lake Stevens is also entering into this Agreement pursuant to Chapter 35A.11 RCW. The purposes and intent of this Agreement are to define the responsibilities of Lake Stevens and Everett as they relate to the protection of the Water Corridor and to define allowed uses, permitting process, noticing requirements, and enforcement process on public and private properties, within and adjacent to the Water Corridor, as detailed below.

1.B. Protection of the Water Corridor.

1.B.1 Document Marking/GIS. Lake Stevens agrees to mark the location of the Water Corridor in all new plats and in Lake Stevens' land use and planning documents. Everett displays the location of the Water Corridor on its Geographic Information Systems (GIS). Lake Stevens will display the Water Corridor on its GIS platform and in appropriate planning documents as well.

1.B.2 Everett Water Corridor Contact Persons. The Everett Public Works Director will appoint a Water Corridor Contact Person who will be the contact person for Lake Stevens with respect to the Water Corridor. The Lake Stevens City Administrator will appoint a contact person for Lake Stevens with respect to the Water Corridor.

1.B.3 Activities Within or Impacting the Water Corridor. Lake Stevens will provide Everett's Water Corridor Contact Person copies of all permit applications for public or private development or construction within the Water Corridor. Lake Stevens will follow the Lake Stevens permitting procedures identified in Chapters 14.16A and 14.16B of the Lake Stevens Municipal Code ("*LSMC*"), or as may be amended. Lake Stevens will also provide Everett's Water Corridor Contact Person copies and other permits within 50-feet of the Water Corridor that may potentially have an impact on the maintenance or operation of the Water Corridor or Everett's future infrastructure construction within the Water Corridor, including but not limited to land disturbance permits, building permits for new structures and utility installations. Everett will provide specific written comments to Lake Stevens within 14-days of receiving written notice. For all such permit applications, Lake Stevens will give substantial consideration to Everett's

comments in the decision-making process, as they relate to project design elements, protection of the Water Corridor.

1.B.4 Engineering Evaluation. If a permit application for public or private development or construction within the Water Corridor or within 50 feet of the Water Corridor involves work that includes a significant change in grade or installation of structures or other activities that could impact the transmission lines, an engineering evaluation shall be required prior to permit issuance by Lake Stevens and will be available for review and comment by Everett at least for the entire comment period. This evaluation must be conducted by a professional engineer, licensed in the State of Washington, who has experience evaluating site conditions and preparing reports for the relevant engineering discipline including but not limited to civil engineering, geotechnical engineering or structural engineering, based on the specific application and potential impact with a preference for engineers with practical experience working within or near water transmission lines. The professional engineering evaluation must follow water utility industry standards, must include specific engineering standards from Everett or Lake Stevens as applicable, and must demonstrate that the proposed work will not adversely affect the transmission lines. If the engineering evaluation includes conditions for the proposed work for minimizing or avoiding adversely affecting the transmission lines, those conditions will be included in the permit(s) issued by Lake Stevens.

1.B.5 Setbacks from the Water Corridor. Lake Stevens, by ordinance or by other legally enforceable mechanism, will enforce a mandatory 10-foot setback from the boundary line of Everett's ownership or easement, as shown in Exhibit 1 and marked as "**Setbacks.**" As shown in Exhibit 1, the Setbacks are 10 feet in width from such boundaries. Everett may acquire additional property interests from time to time for transmission line related infrastructure, and the Setbacks will be modified to be a 10-foot set back from the boundary lines of the additional property interests at the time Everett acquires them. No private or public improvements shall be permitted by Lake Stevens within the Setbacks, except for improvements specifically allowed under this Section 1.B.5 or otherwise approved by Everett's Water Corridor Contact Person in writing. Everett will allow, and Lake Stevens may permit, the following improvements within the Setbacks: roads, driveways, parking lots, utility installations or similar improvements, all subject to review and comment under Section 1.B.3 above and engineering evaluation (if applicable) under Section 1.B.4 above. The following are examples of structures that are not allowed within the Setbacks: buildings, building parts, manufactured homes, mobile homes, walls, rockeries, vaults, and foundations.

1.B.6 Additional Requirements for Activities Within the Water Corridor.

1.B.6(a) Permit Authority/Transmission Line Right-of-Way Use Permits. Lake Stevens is the permitting authority for all permits and associated improvements within Lake Stevens per Chapter 35A.11 RCW, including those adjacent to or crossing the Water Corridor, including but not limited to construction plan approval, grading permit approval, environmental review, issuance of a SEPA threshold determination (except as may be otherwise provided herein), and Lake Stevens right-of-way permit approval. Lake Stevens will provide Everett's Water Corridor Contact Person copies of all permit applications for public or private development or construction within the Water Corridor and provide for review and comment and engineering evaluation as set forth in Sections 1.B.3 and 1.B.4 above. Lake Stevens will notify applicants that a Transmission Line Right-of-Way Use Permit will be required by Everett. The city of Lake Stevens will not issue permits for development and construction until the applicable

comment period under Section 1.B.3 has ended for the application. If Everett issues a Transmission Line Right-of-Way Use Permit for development or construction within the Water Corridor at least seven days prior to the issuance of the Lake Stevens permit or authorization, then compliance with the Transmission Line Right-of-Way Use Permit will be incorporated as a condition in the Lake Stevens permit or other authorization for the development or construction. If Everett is unable to issue a Transmission Line Right-of-Way Use Permit at least seven days prior to Lake Stevens permit or authorization issuance, or if for any other reason compliance with an issued Transmission Line Right-of-Way Use Permit is not a condition of the Lake Stevens issued permit or authorization, Everett remains free to enforce Everett's easements, including without limitation requiring the applicant to obtain a Transmission Line Right-of-Way Use Permit for projects within the Water Corridor. (The Parties acknowledge that the term "Transmission Line Right-of-Way Use Permit" is Everett's historical terminology for the written permission that Everett issues, in accordance with Everett's property rights for the Water Corridor, for persons to use the Water Corridor. A "Transmission Line Right-of-Way Use Permit" does not affect Lake Stevens' permitting authority for permits and associated improvements within Lake Stevens pursuant to Chapter 35A.11 RCW.) For the purposes of this Agreement, the person that is issued a Transmission Line Right-of-Way Use Permit by Everett or equivalent written permission by Everett is referred to as the "**Water Corridor Permittee.**"

1.B.6(b) Water Transmission Line Right-of-Way Standards. Everett will provide Lake Stevens with copies of Everett's Water Transmission Line Right-of-Way Standards for Lake Stevens to provide to applicants. Lake Stevens will be given the opportunity to comment on any substantive edits or updates to the Water Transmission Line Right-of-Way Standards.

1.B.6(c) Pre-Approved Improvements within the Water Corridor. Everett will work with proposed private and public developments to issue Transmission Line Right-of-Way Use Permits for the following improvements within the Water Corridor, so long as such improvements are at no cost to Everett and designed and constructed in accordance with Everett's Water Transmission Line Right-of-Way Standards:

1.B.6(c)(i) Paved Area Allowance. Everett will issue Transmission Line Right-of-Way Use Permits to allow surface paving in an area up to 30-feet wide measured from the northern boundary of the Water Corridor, as shown in Exhibit 1 attached to this Agreement marked as "**Paved Area Allowance**" except for where Everett infrastructure is located within 10-feet horizontally from the proposed paving. Examples of Everett infrastructure that require 10-foot separation include but are not limited to: air relief valves, pressure reducing valves, pressure sustaining valve assemblies, blowoff assemblies, water meters and similar appurtenances. The Transmission Line Right-of-Way Use Permit for each such surface paved area may contain some or all of the following restrictions and requirements: (1) the surface paved area may contain only pavement, stripes, and extruded curbs, and may not contain anything else (for example, the surface paved areas may not contain underground or overhead improvements, catch basins, storm drains, sewers, electrical, or communications), except at approved road crossings; (2) all runoff from the surface paved area must drain to the north and be collected outside of the Water Corridor; and (3) no overnight parking may be allowed on the surface paved area and violators must be towed away at no cost to Everett and the surface paved area must be signed accordingly.

1.B.6(c)(ii) Driveway and Utility Crossings. Everett will issue Transmission Line Right-of-Way Use Permits to allow perpendicular driveway and utility

crossings, including sewer infrastructure for proposed projects at key locations where such driveways and crossings align with larger planning efforts for serving the area.

1.B.6(c)(iii) Public Trails. If a separate agreement concerning a public trail within the Water Corridor has been approved by Everett and Lake Stevens, Everett will issue Transmission Line Right-of-Way Use Permits to allow a joint use, non-motorized east-west trail through the Water Corridor available to the public (pedestrians and bikes) in addition to periodic motorized access for inspection, maintenance, and security activities.

Any Transmission Line Right-of-Way Use Permit issued for the improvements in (i), (ii), or (iii) above may include other restrictions and requirements consistent with Everett's Water Transmission Line Right-of-Way Standards as may be reasonable and appropriate.

1.B.6(d) Everett Right of Control and Removal. Everett may from time to time take control of and/or remove some or all improvements within the Water Corridor (including without limitation improvements described in Section 1.B.6(c) above). Except for emergencies such as, for example, water leaks, broken infrastructure, or a change in condition threatening damage to infrastructure, Everett will attempt to provide prior notice, when notice is reasonable, before taking control or removing improvements. Everett may specify that the Water Corridor Permittee and its successors in interest are responsible for the costs of such removal in Transmission Line Right-of-Way Use Permit for improvements in the Water Corridor. Everett will attempt to avoid impacts to improvements during routine maintenance activities that require Everett's temporary control of the Water Corridor. If damage occurs during these routine Everett maintenance activities, the Water Corridor Permittee shall be allowed to restore and repair the improvements at the Water Corridor Permittee's cost. If improvements are removed by Everett to add infrastructure, or undertake significant maintenance or improvement projects, then Everett will determine, at its sole discretion, whether improvements will be allowed to be replaced. Three examples of factors Everett will consider in its determination are: (1) whether the improvements were initially installed in accordance with an approved Transmission Line Right-of-Way Use Permit, (2) whether the improvements could conflict with newly installed Everett infrastructure, and (3) whether Everett determines that the improvements would be allowed under this Agreement and will not negatively impact Everett's infrastructure or operation and maintenance activities.

1.B.7 Enforcement and Stop Work Orders. Lake Stevens will perform construction inspection and enforce the LSMC, and conditions of Lake Stevens permits in accordance with typical Lake Stevens practices. In addition, if Everett provides notice to Lake Stevens of work that violates transmission line-related conditions of a Lake Stevens permit, code requirements or Setbacks, or violates a Transmission Line Right-of-Way Use Permit incorporated into a Lake Stevens permit or other Lake Stevens authorization, Lake Stevens will take appropriate enforcement actions following Title 17 of the LSMC, including issuing a stop work order or otherwise requiring the responsible party to remedy the situation in a way that does not endanger Everett's infrastructure, and returns the project to be in compliance with all applicable requirements, including without limitation the Transmission Line Right-of-Way Use Permit. Nothing in this Agreement prohibits or otherwise limits any rights Everett may have to seek an injunction or other legal or equitable relief to protect the Water Corridor or the improvements therein.

1.B.8 Lead Agency. Except as otherwise provided in this Agreement under Section 1.D.2, Lake Stevens will serve as the lead agency for purposes of SEPA on all projects within Lake Stevens, including those adjacent to or crossing the Water Corridor.

1.B.9 Notice to Everett. Lake Stevens will provide Everett's Water Corridor Contact Person copies of the following so that Everett's Water Corridor Contact Person has a reasonable opportunity to review and comment:

- Proposed zoning or other land use changes affecting land within the Water Corridor,
- Proposed franchise agreements to be granted by Lake Stevens within the Water Corridor, and
- Wetland boundary assessments within the Water Corridor.

1.C Lake Stevens Infrastructure.

This Agreement, including Sections 1.B.3 to 1.B.6 above, applies to private and public development, including projects and development by the City of Lake Stevens, such as road and other projects. Section 1.B also applies to all such improvements by the City of Lake Stevens in the Water Corridor. Everett and Lake Stevens may make project-specific agreements as detailed below that supersede the requirements in Section 1.B.

1.C.1 Cooperation. Everett and Lake Stevens will meet as needed to discuss projects that are in the early stages of planning. Lake Stevens and Everett will work collaboratively with the Lake Stevens Sewer District, PUD water utility, PUD power, PSE, and all other local utilities to plan utility development to minimize crossings of the Water Corridor.

1.C.2 Project-Specific Agreements. The parties acknowledge that it may be advantageous for the Parties to enter into project-specific agreements for some City of Lake Stevens' projects or other local agencies. Project-specific agreements may include provisions regarding completion of certain transmission line work (such as replacement of a segment of a transmission line, for example). This could help avoid the potential for future Everett projects to damage completed Lake Stevens improvements. Project-specific agreements would state how the cost associated with transmission line work will be shared by Everett and Lake Stevens, with the cost-share ratio determined on a project-by-project basis. With respect to Everett, the project-specific agreement must be signed by Everett's Mayor to be effective, but Everett City Council approval will not be required.

1.C.3 Future Projects. The parties agree to work collaboratively during the 12 months after the effective date of this Agreement to develop a plan and cost sharing agreement, in coordination with Snohomish PUD, to transition all domestic / commercial water connections, located on properties along 20th Street SE and adjacent to the Water Corridor, off of the Everett transmission line and onto a new PUD service line. The parties will also work to identify sewer infrastructure that will serve the properties near the Water Corridor with minimal crossings of the Water Corridor in coordination with the Lake Stevens Sewer District.

1.C.4 Everett Plan Approval. Unless otherwise provided by a project-specific agreement, Lake Stevens will provide construction plans for proposed public improvement projects at no later than 30% design, and at other routine reviews (60 and 90% design), for Everett review and comment. Lake Stevens will provide the final project plans and specifications for

public projects to Everett at least 30 days before the project is advertised for bid. Lake Stevens projects will be designed in accordance with Everett Water Transmission Line Right-of-Way Standards or mutually agreed alternatives. Lake Stevens will not start construction unless Everett's Public Works Director or designee has approved in writing the project plans, which approval shall not be unreasonably denied. This approval is also project approval for the purposes of the Everett easement or other property right applicable to such project. In addition to the construction plans, the timing of construction may be conditioned by Everett to correspond with Everett water transmission line operations. Lake Stevens acknowledges that one of the instances in which it will be reasonable for Everett to withhold approval is if the proposed improvements upon completion would materially interfere with routine, day-to-day operation and maintenance of the transmission lines. Lake Stevens will follow Everett's case-by-case requirements for protection of the transmission lines during project construction.

1.C.5 Release. Unless otherwise agreed in a project-specific agreement, Lake Stevens hereby releases Everett from all liability and claims arising from damage to Lake Stevens improvements in the Water Corridor when such damage is caused by Everett transmission line construction or Everett transmission line maintenance and operations, including without limitation damage caused by Everett emergency response to transmission line breaks or by Everett transmission line capital projects performed in compliance with the provisions of this Agreement.

1.D Everett Work

1.D.1 Lake Stevens Permits. When undertaking construction projects within Lake Stevens, Everett will apply for applicable permit approval from Lake Stevens. Emergency response and maintenance activities by Everett are exempt from Lake Stevens' permitting requirements.

1.D.2 Lead Agency. Pursuant to WAC 197-11-926, Everett shall be the lead agency for proposals that Everett initiates.

SECTION 2: GENERAL PROVISIONS

2.A. Administration. Each Party to this Agreement shall serve as an administrator of this Agreement for the purposes of compliance with RCW 39.34.030 for each Party's respective actions in performance of this Agreement. To the extent required by applicable law, each Party is responsible for financing and maintaining a budget for its activities under this Agreement.

2.B Duration/Termination/Suspension. This Agreement shall take effect when it has (i) been duly executed by both Parties, and (ii) as provided by RCW 39.34.040, either filed with the County Auditor or posted on the Interlocal Agreements website of either Party.

2.B.1 Duration. This Agreement will remain in effect so long as Everett operates transmission lines in the Water Corridor in Lake Stevens, unless sooner terminated (or suspended, as set forth below) as provided in this Agreement.

2.B.2 Suspension. This Agreement may be suspended at any time by either Party at such Party's sole discretion by delivering to the other Party a written suspension notice (the date of notice delivery, the "***Suspension Date***"). Upon notice delivery, this Agreement is not applicable to any permit application that is incomplete as of the Suspension Date or that is submitted after the Suspension Date. This Agreement remains applicable to complete permit applications as of the Suspension Date and to permits issued before the Suspension Date. In the event that a project as of the Suspension Date has a permit issued pursuant to this Agreement (or

complete application(s) pending), but the project requires additional permit(s) for which application(s) are incomplete or not yet submitted, the Parties will mutually and reasonably determine whether this Agreement should apply to the remaining project permits. If a suspension notice is delivered, then the suspension can only be ended if both Parties agree to end the suspension, with such agreement and the terms and conditions of the end of the suspension formalized as an amendment to this Agreement.

2.C Governing Law. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

2.D Venue. The Parties shall bring any litigation arising out of or relating to this Agreement only before the Snohomish County Superior Court.

2.E Complete Agreement. Except for the Everett Water Transmission Line Right-of-Way Standards and Everett's easements within the Water Corridor, this Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement. This Agreement supersedes and replaces all other written or oral agreements thereto. Exhibit 1 attached hereto is incorporated into this Agreement.

2.F Easement Rights Not Affected. This Agreement does not limit or change Everett's rights under its easements in the Water Corridor. However, this Agreement does describe how Everett will provide certain approvals pursuant to its easements.

2.G Amendment. No amendment to this Agreement will be effective unless in writing and signed by the Mayor of Everett and by an authorized representative of Lake Stevens. In the event that Everett acquires additional transmission line property rights in the future, the parties will update Exhibit 1 to reflect the updated/new easements or other property rights.

2.H Waiver. No waiver of satisfaction of any condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation.

2.I Severability. If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement, or the application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be fully enforceable as permitted by law.

2.J Notice. For a notice under this Agreement to be valid, it must be in writing and the sending Party must use one of the following methods of delivery: (A) personal delivery to the address stated below; (B) first class postage prepaid U.S. Mail to the address stated below; or (C) nationally recognized courier to the address stated below, with all fees prepaid.

Notice to Everett	Notice to Lake Stevens
City of Everett Public Works Attn: Public Works Director Everett, WA	City of Lake Stevens Attn: City Administrator Lake Stevens, WA

A Party may change its address by delivering written notice to the other party of the new address.

2.K Attorney's Fees and Costs. The prevailing Party in any action brought to enforce any obligations under this Agreement shall be entitled to recover from the non-prevailing Party or parties an amount equal to the reasonable attorney's fees and costs incurred by the prevailing Party, including without limitation any costs incurred on appeal or in any bankruptcy proceeding.

2.L No Third-Party Beneficiaries. The provisions of this Agreement are for the sole benefit of the Parties to this Agreement. No other persons have any rights or remedies under this Agreement.

2.M Compliance with the Washington State Public Records Act. The parties acknowledge they are subject to the Public Records Act, chapter 42.56 RCW. Both Parties shall cooperate with each other so that each may comply with all its obligations under the Public Records Act.

2.N Recording of this Agreement. This Agreement shall be recorded or otherwise made available to the public in accordance with RCW 39.34.040.

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

2.P 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.

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

2.R Signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. Execution and delivery of this Agreement by the Parties shall be legally valid and effective through any combination of: (i) executing and delivering a paper copy, (ii) transmitting the executed paper copy by email in pdf format or other electronically scanned format, or (iii) execution and transmittal by AdobeSign or DocuSign or other e-signature method.

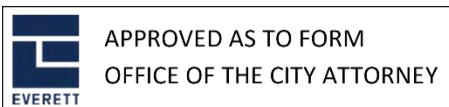
[SIGNATURES ON FOLLOWING PAGES]

Dated as of the reference date set forth above:

CITY OF EVERETT,
a Washington municipal corporation

By: _____
Cassie Franklin, Mayor

Date: _____



ATTEST:

Office of the City Clerk



CITY OF LAKE STEVENS,
a Washington municipal corporation

By: _____
Brett Gailey, Mayor

Date: _____

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

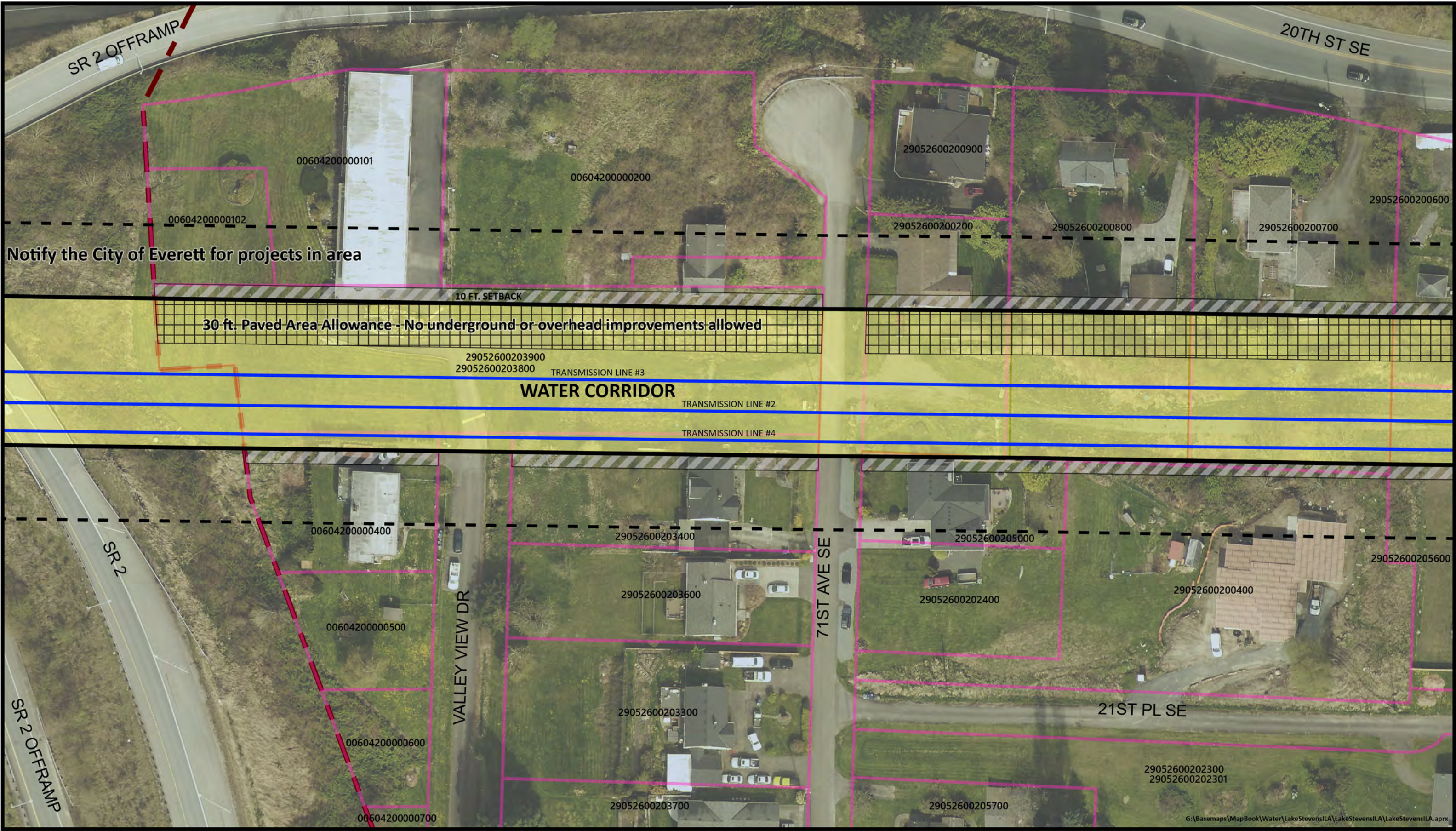
Office of the City Clerk



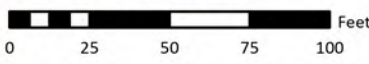
EXHIBIT 1

WATER CORRIDOR

[attached]

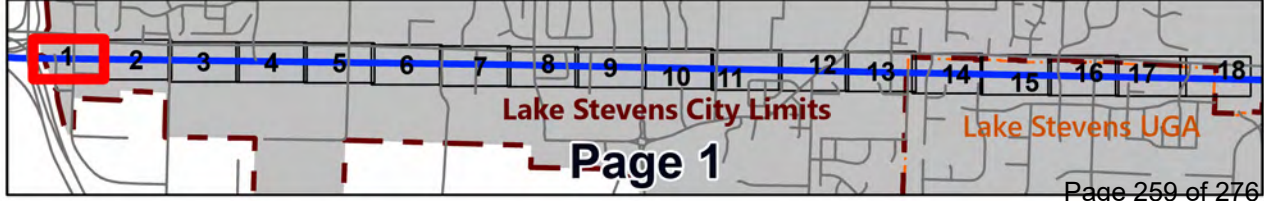


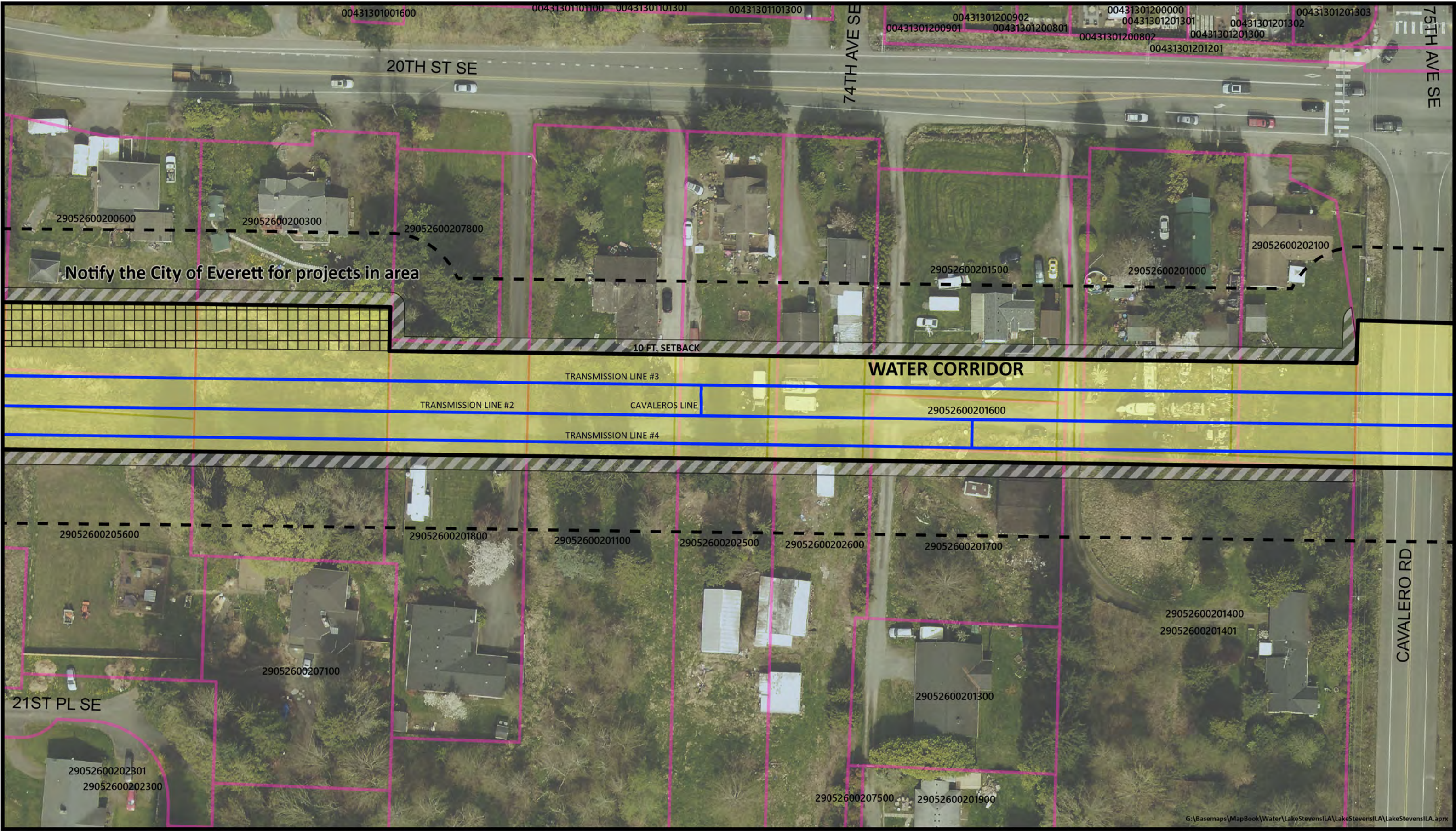
CITY OF EVERETT - LAKE STEVENS
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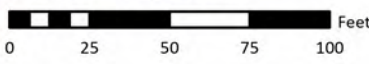
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- Paved Area Allowance
- Assessor Parcels
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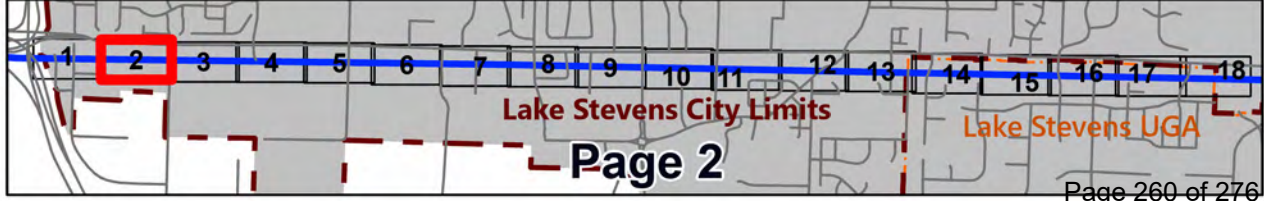


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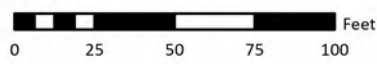
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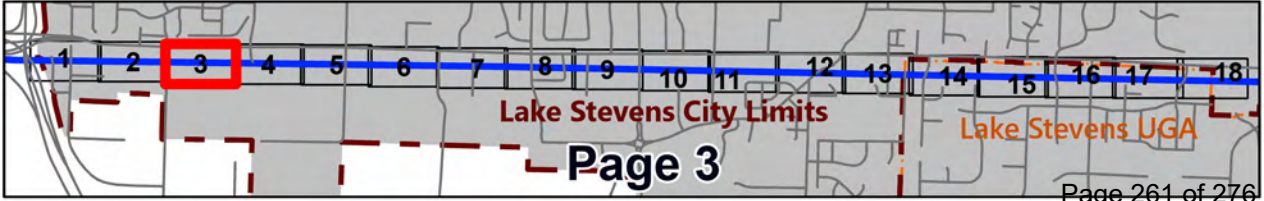
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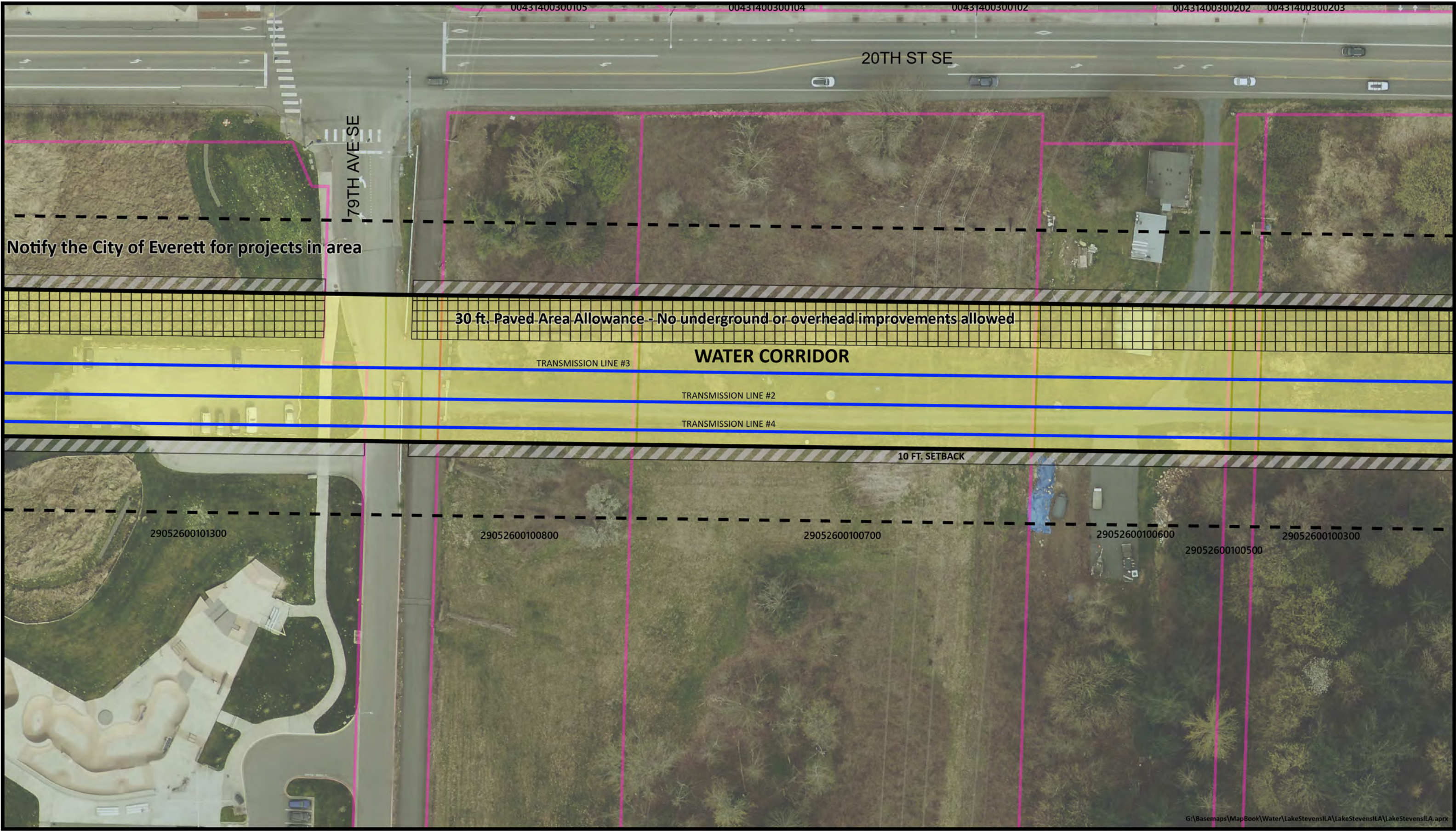


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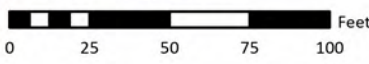
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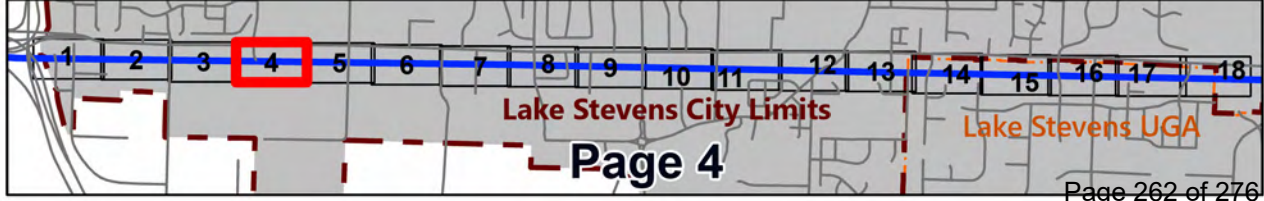
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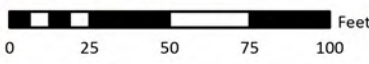
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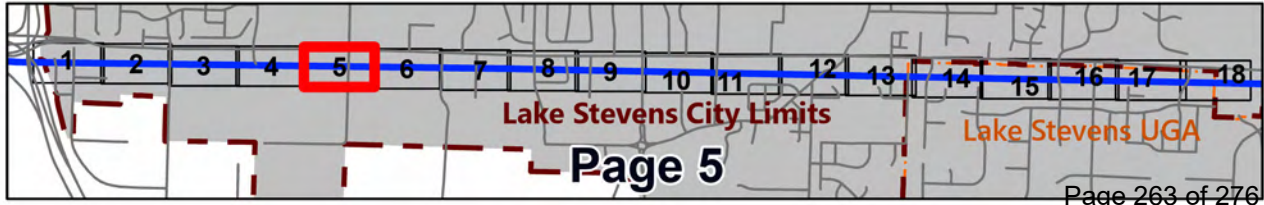


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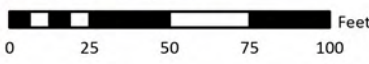
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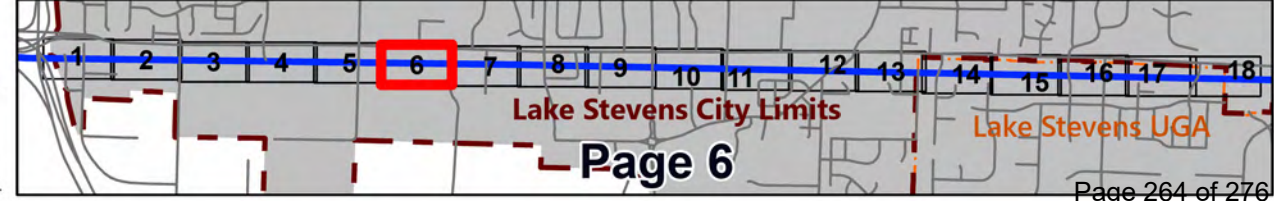
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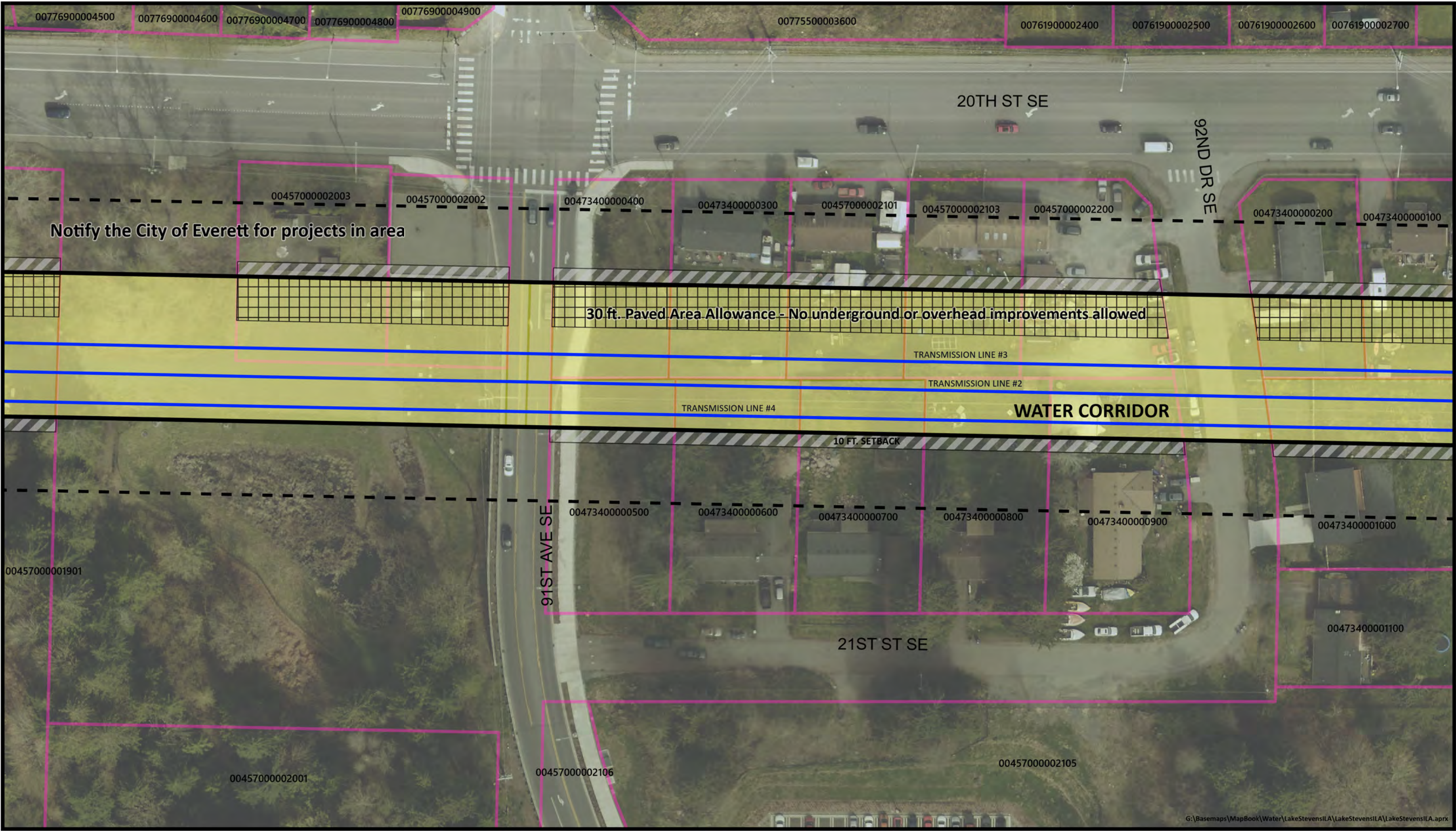


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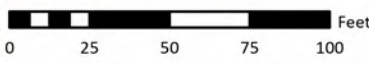
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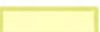




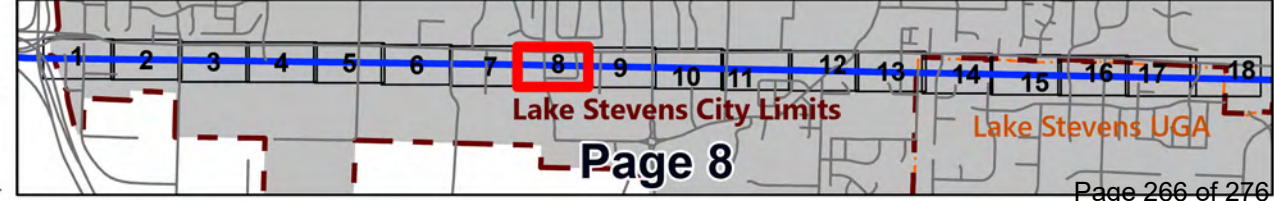
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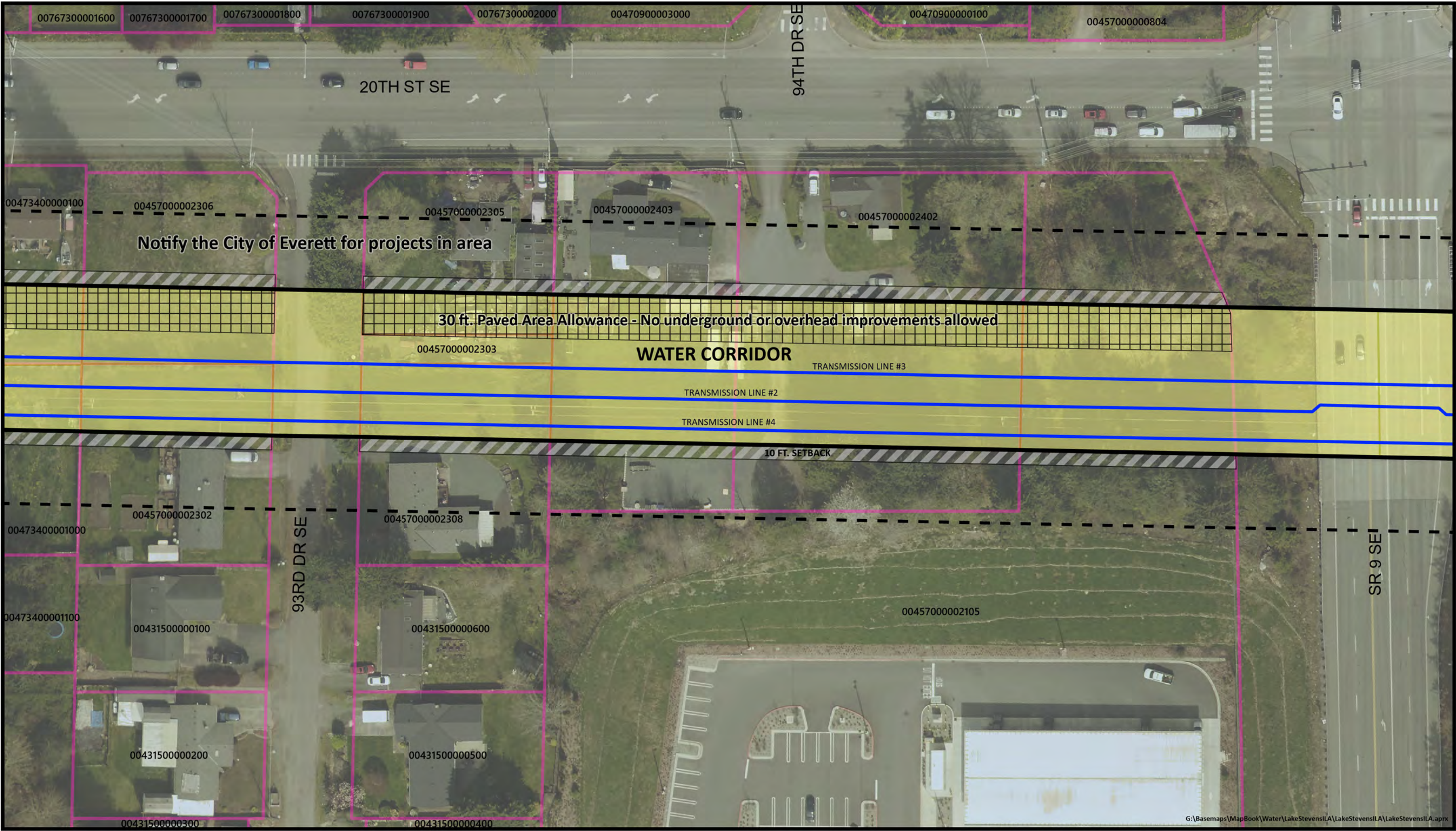


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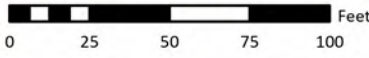
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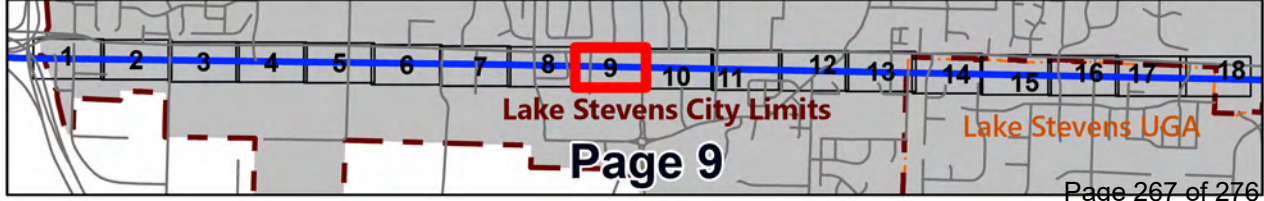
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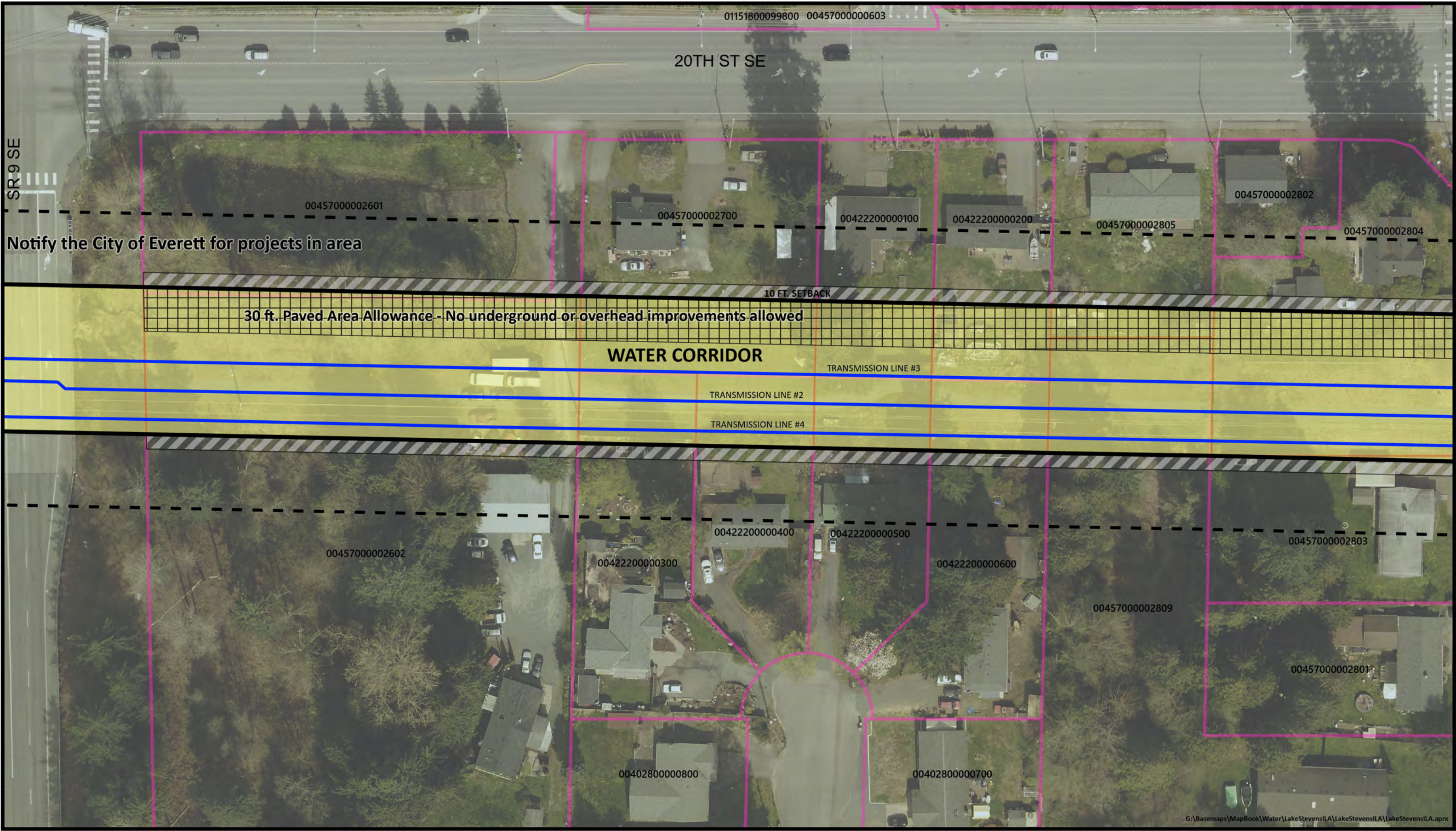
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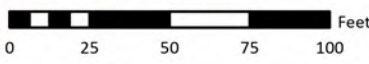
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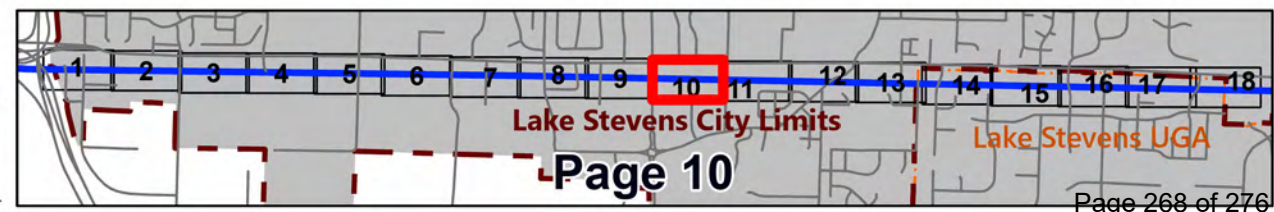
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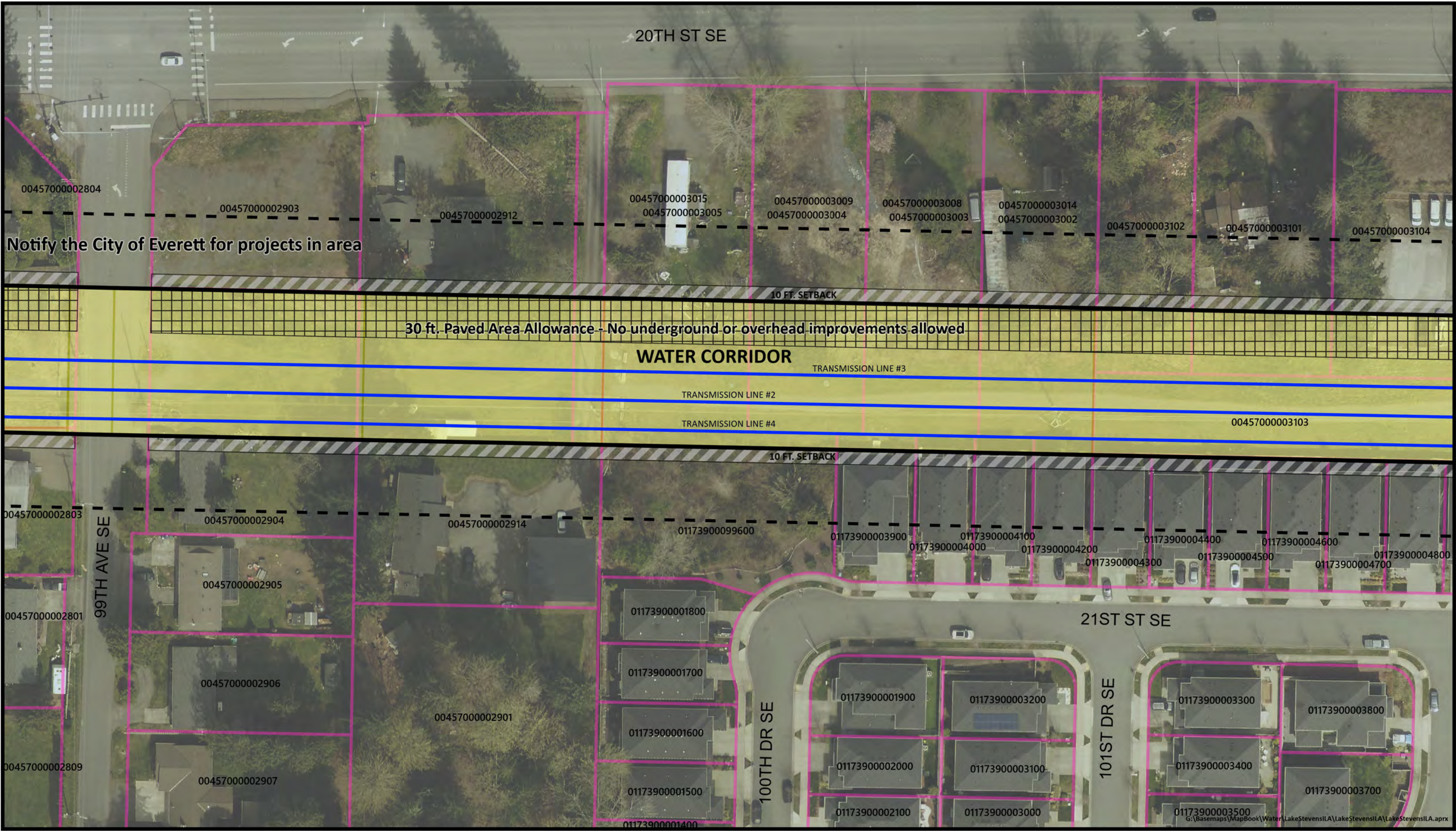


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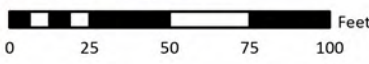
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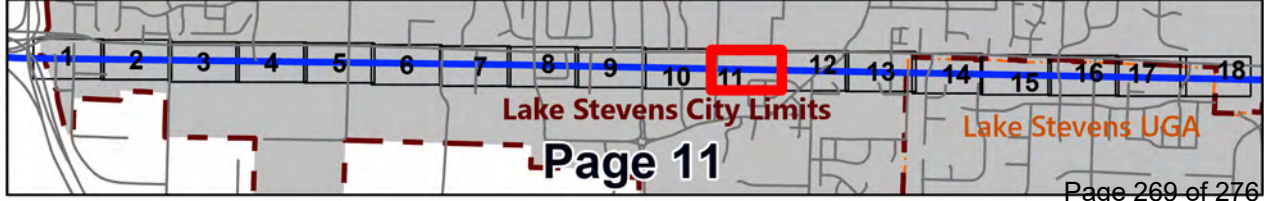


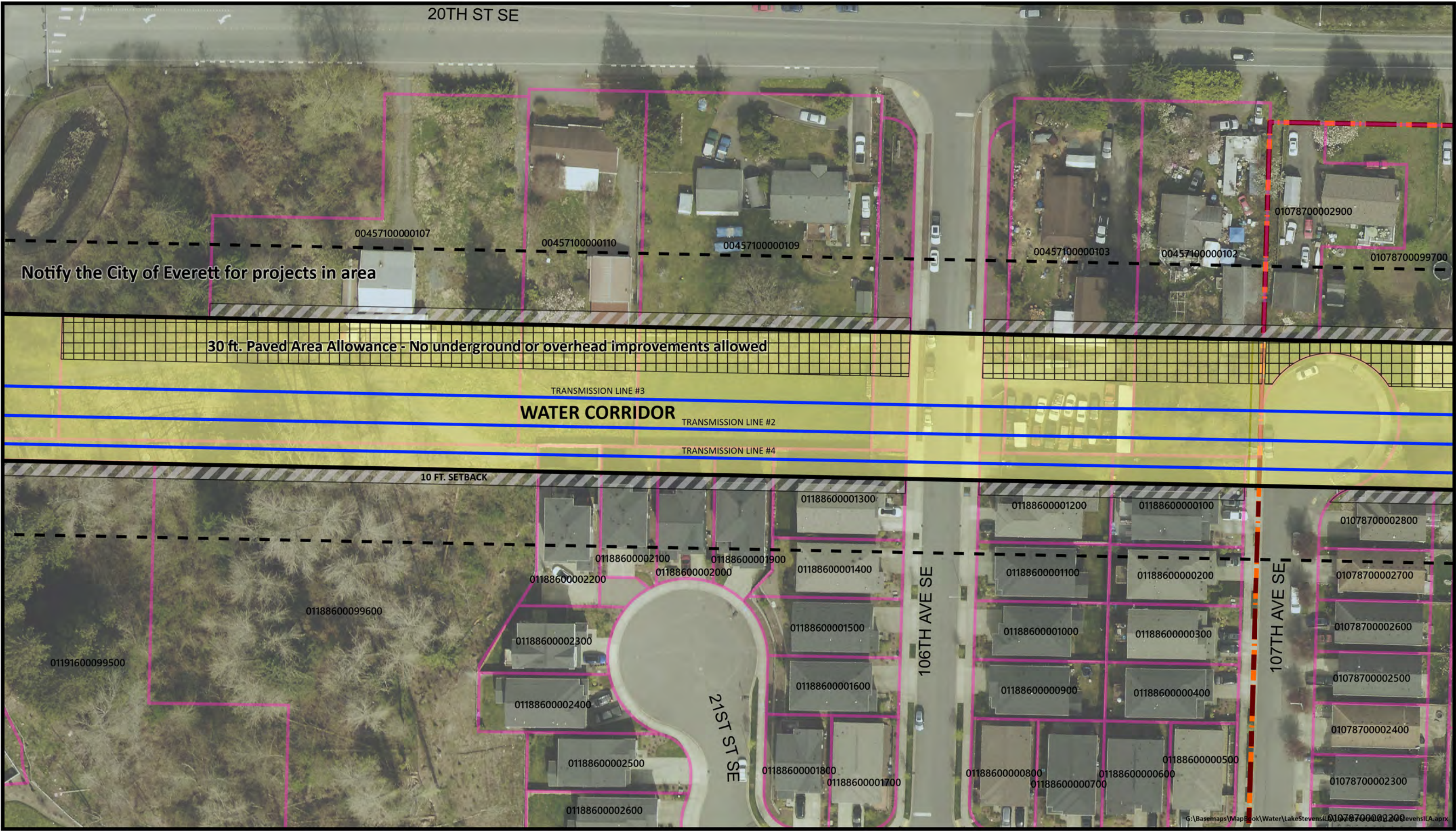
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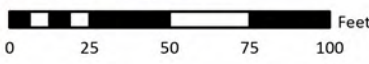
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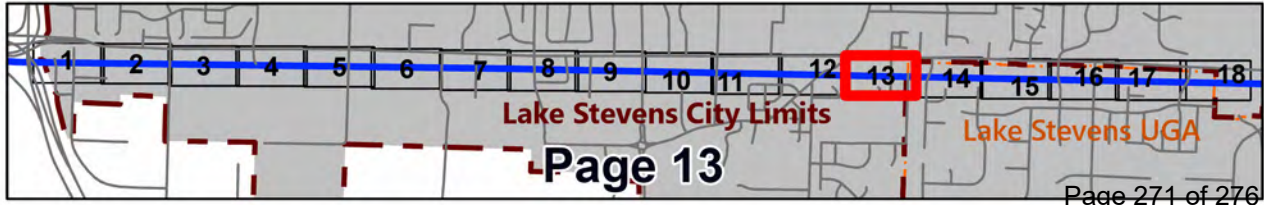
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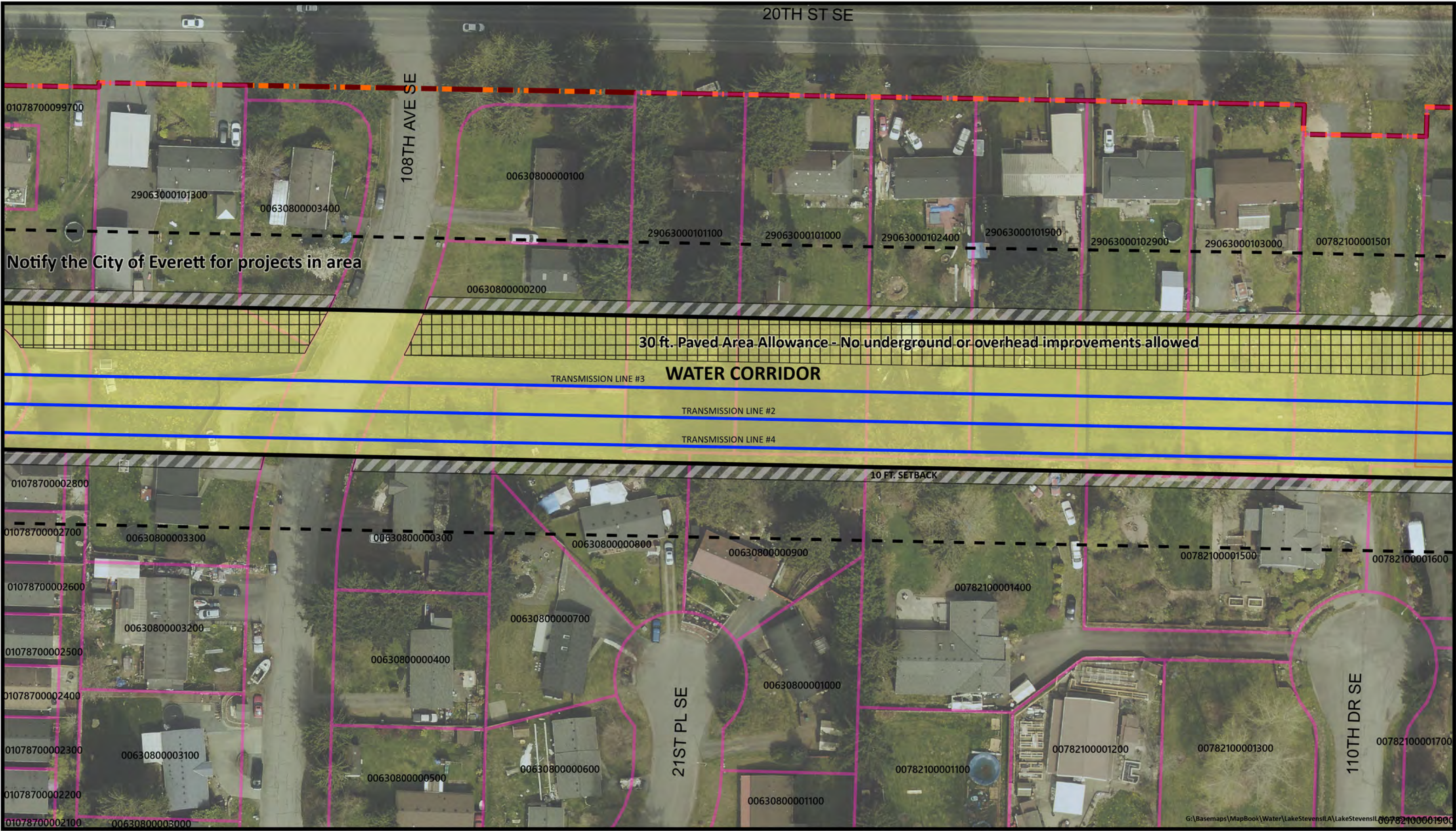


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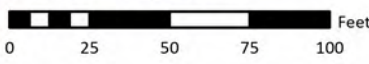
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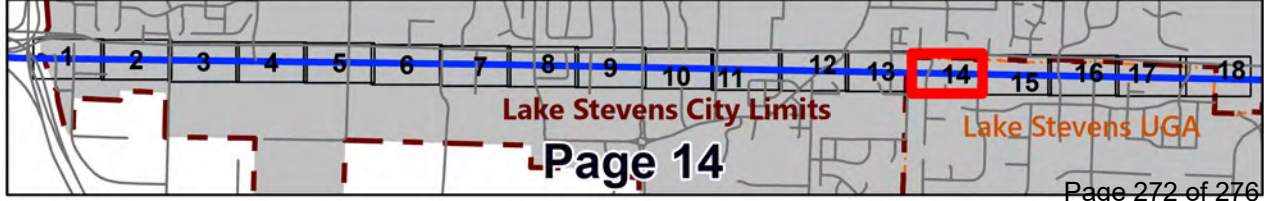


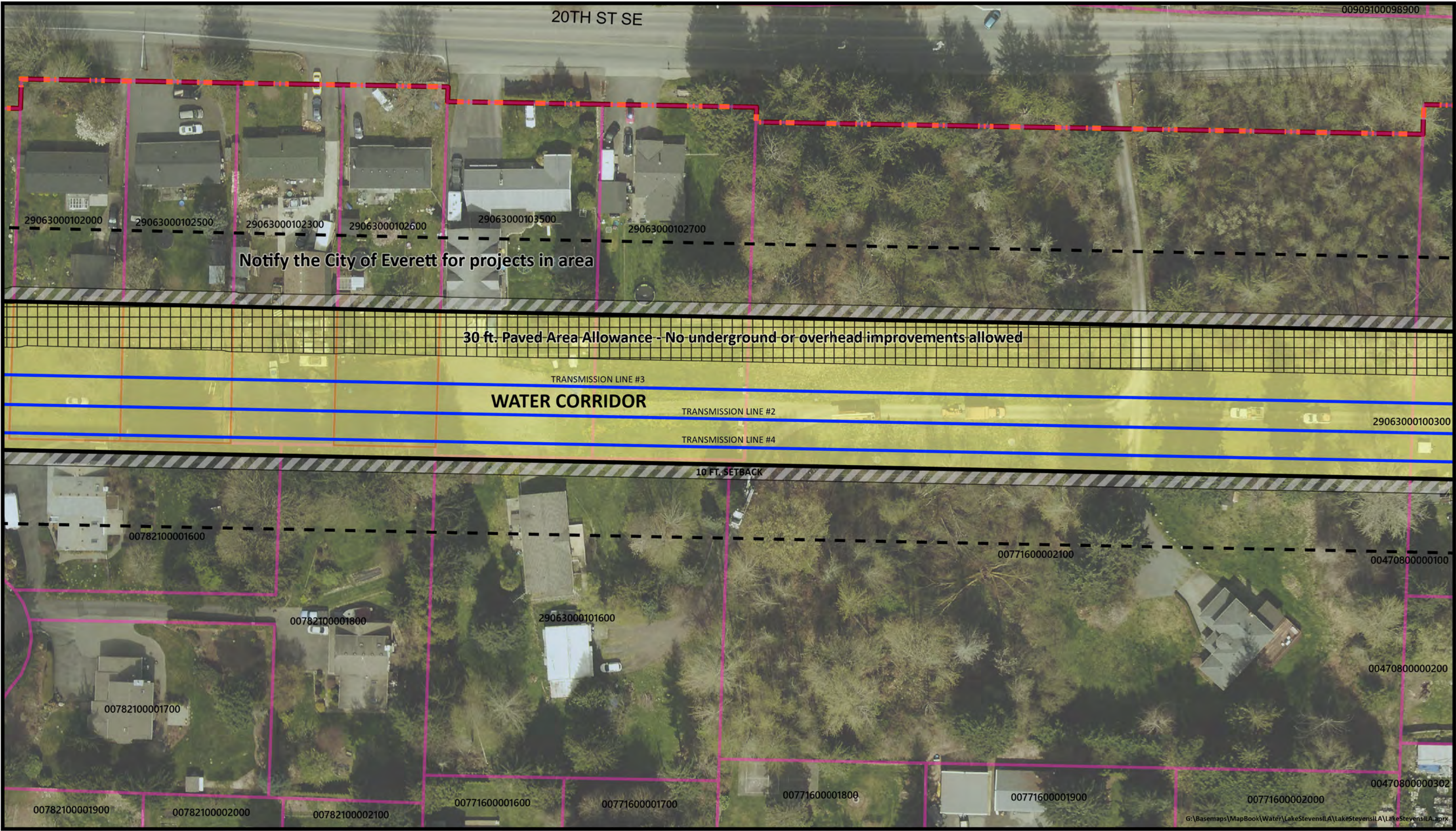
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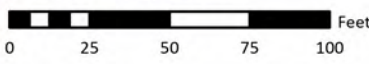
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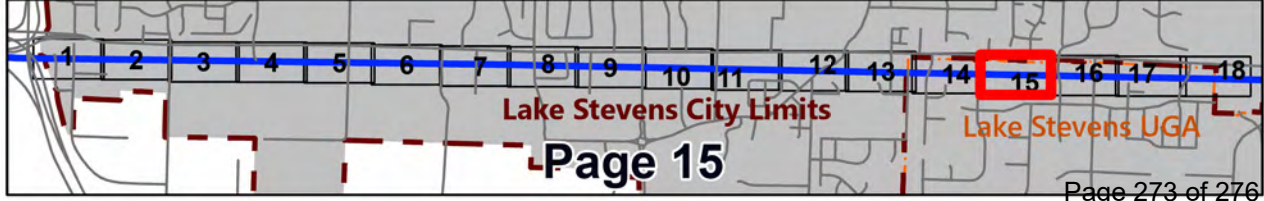


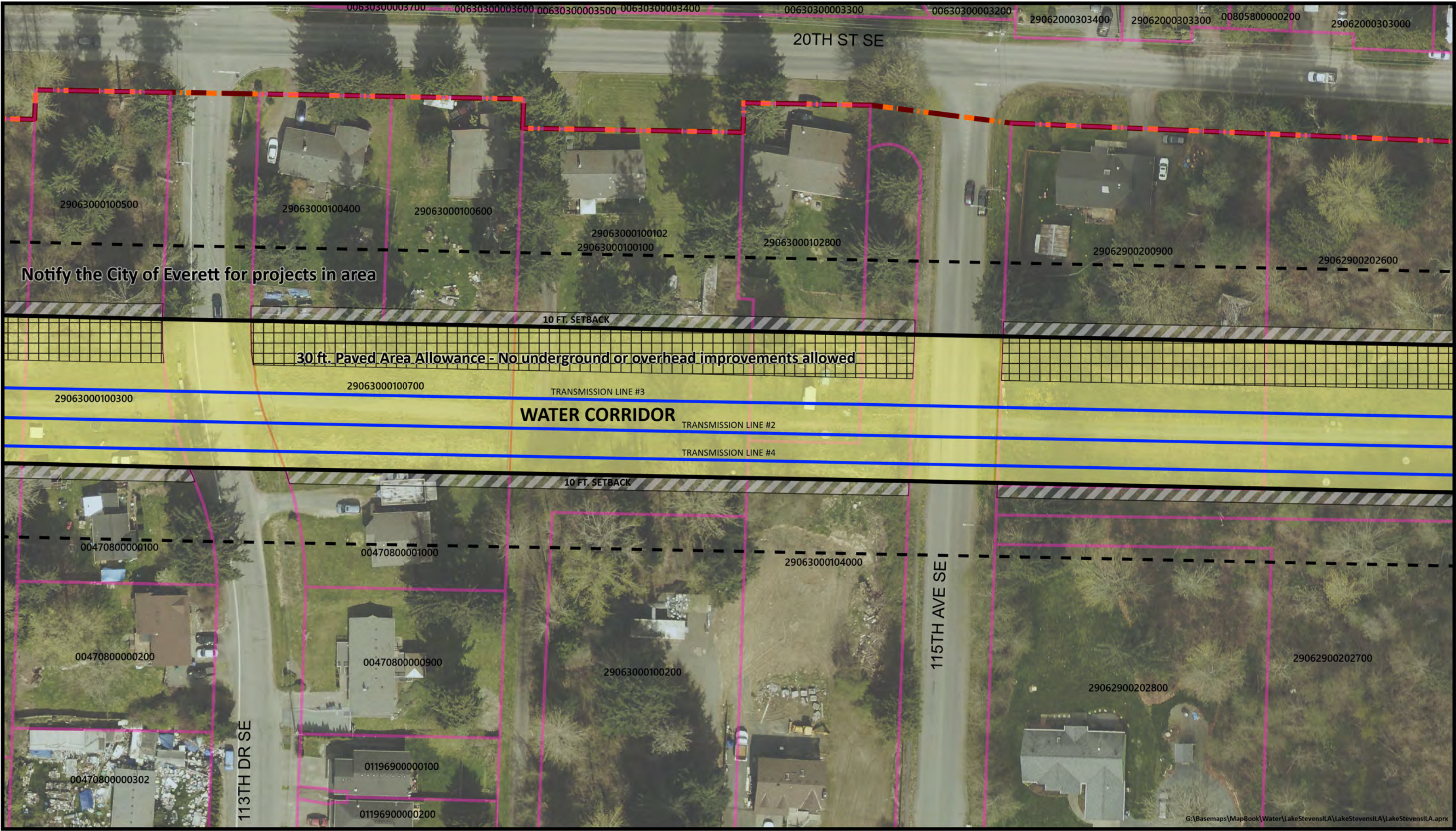
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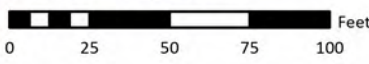
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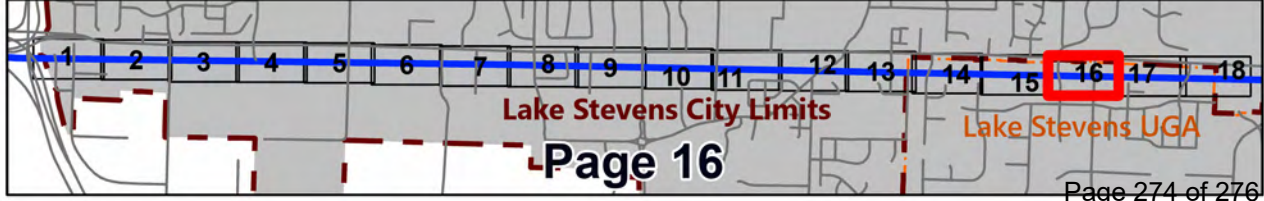
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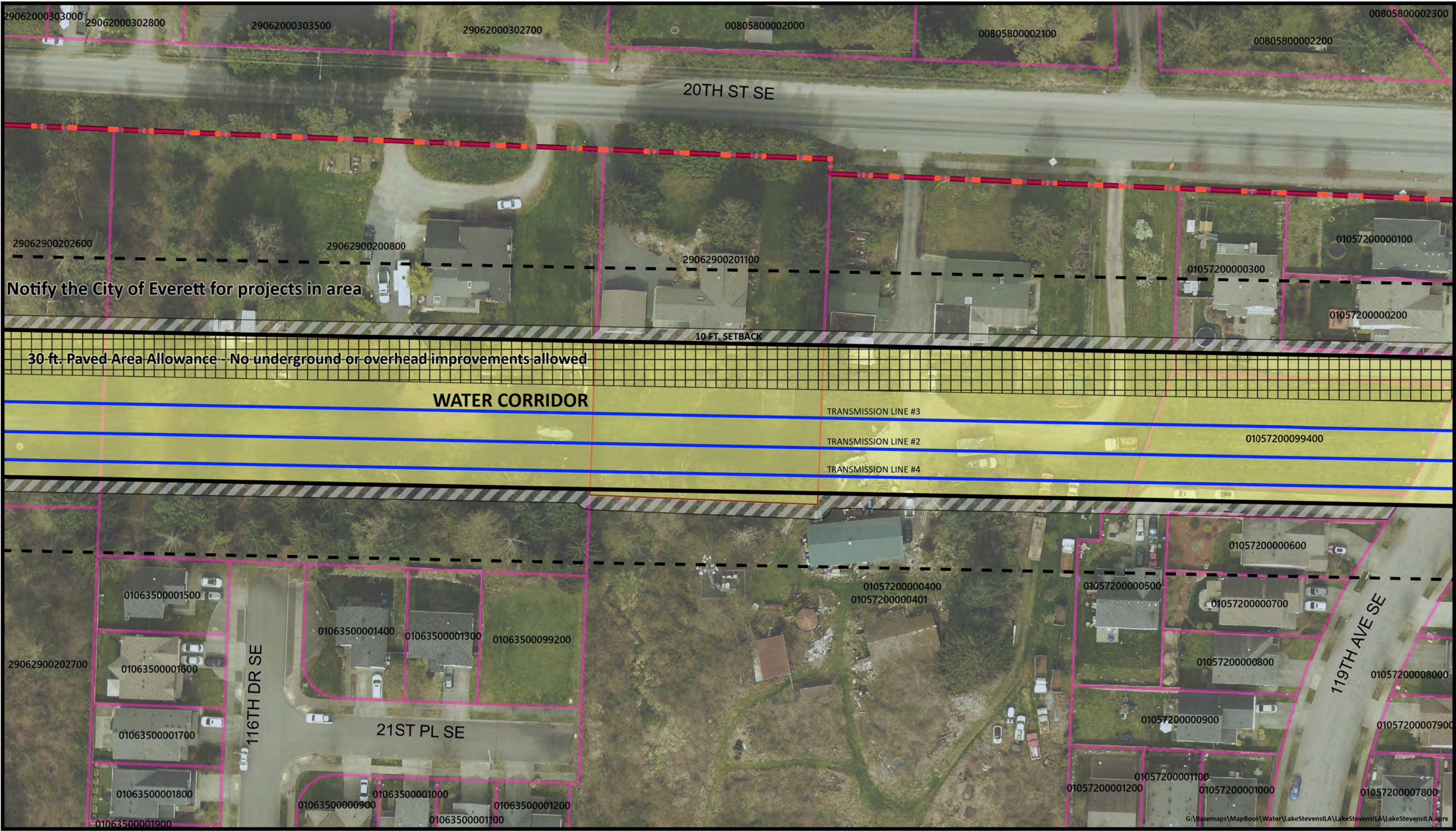


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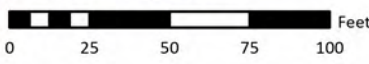
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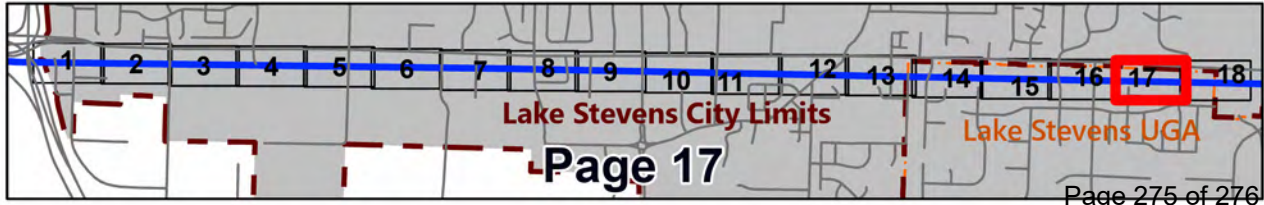
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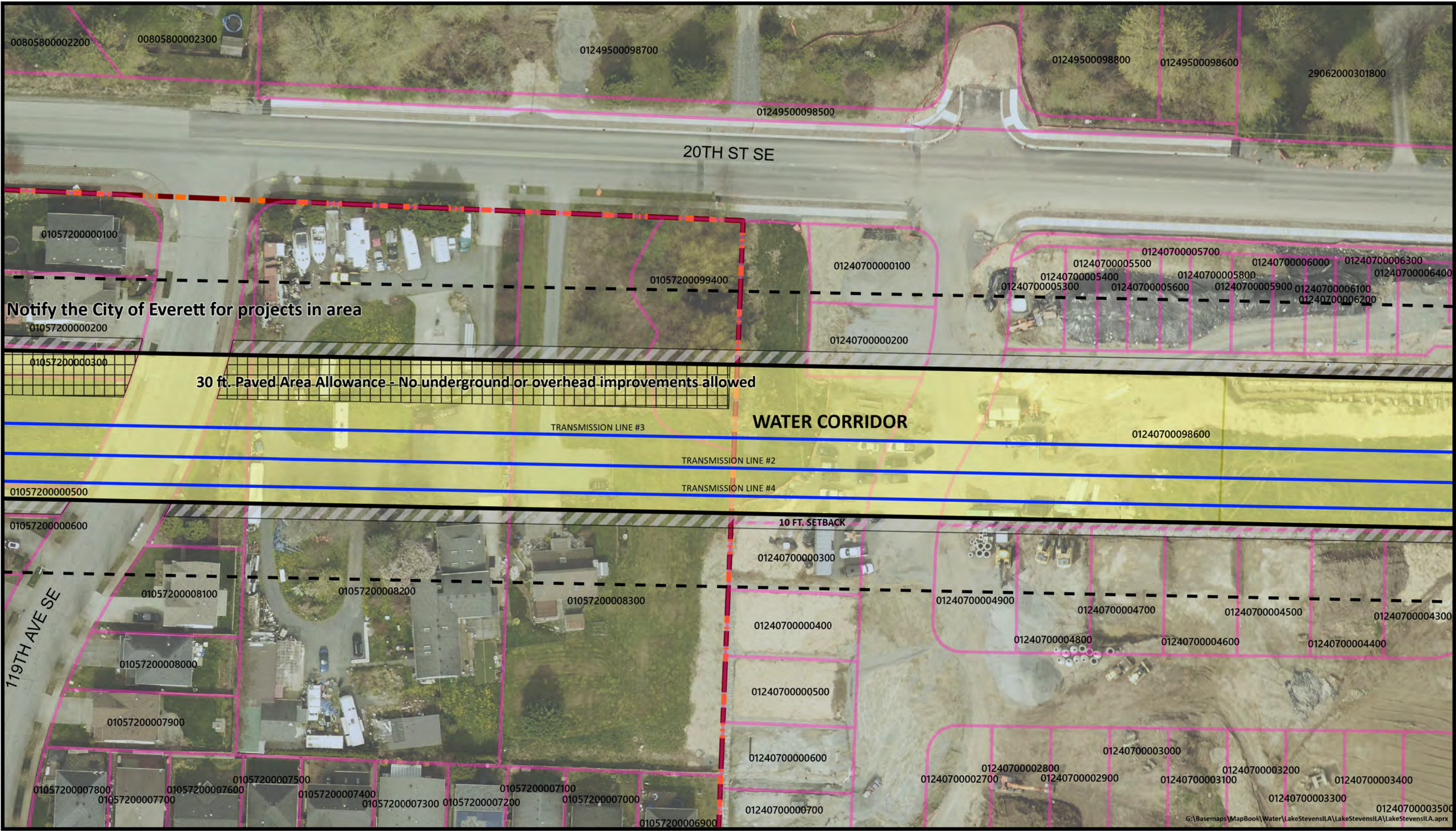


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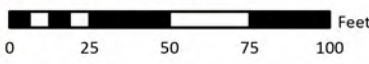
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- Water Corridor (City Easement or Owned)
- 10 Ft. Setback
- Paved Area Allowance

- Assessor Parcels
- Lake Stevens City Limits
- Lake Stevens UGA

