

City of Lake Stevens Vision Statement

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

WORKSHOP MEETING AGENDA

**Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street NE, Lake Stevens**

Tuesday, September 12, 2017 – 6:00 p.m.

- 2017 Council Retreat: Update on Goals and Accomplishments
- 2018 Council Retreat: Scheduling/Location

CITY COUNCIL REGULAR MEETING AGENDA

**Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street NE, Lake Stevens**

Tuesday, September 12, 2017 – 7:00 p.m.

NOTE:

WORKSHOP ON VOUCHERS AT 6:45 P.M.

CALL TO ORDER:	7:00 P.M.	Mayor
PLEDGE OF ALLEGIANCE		Council President
ROLL CALL:		
APPROVAL OF AGENDA:		Council President
GUEST BUSINESS:	Snohomish Conservation District Update	
COUNCIL BUSINESS:		Council President
MAYOR'S BUSINESS:		
CITY DEPARTMENT REPORT:	Update	
CONSENT AGENDA:	*A Approve 2017 Vouchers *B Approve August 22, 2017 City Council Workshop Meeting Minutes *C Approve August 22, 2017 City Council Regular Meeting Minutes *D Approve Nourse Settlement Agreement *E Approve Interlocal Agreement with Lake Stevens Fire for Backup Internet Technology Support	Barb
		Barb
		Barb
		Grant
		Gene

Lake Stevens City Council Regular Meeting Agenda

September 12, 2017

ACTION ITEMS:			
*A	Confirm Nomination of James Duffy and Amanda Adamik to Civil Service Commission		Mayor
*B	Approve Professional Services Agreement with Associated Underwater Services for Removal of Aerator		Eric
*C	Approve Professional Services Agreement with American Forest Management for Arborist Services		Eric
*D	Authorize Mayor to Execute Quit Claim Deed Accepting Conveyance of Tuengel Real Property		Grant
*E	Authorize Mayor to Enter Contract with Cities Digital for Laserfiche Electronic Content Management System		Barb
*F	Approve FCS Task Order No. 3 re Stormwater Rate Study		Barb
*G	Approve Professional Services Agreement with Outcomes by Levy		Gene
*H	Approve Professional Services Agreement with Summit Law for Legal Services related to Labor and Employment Matters		Gene/Teri

DISCUSSION ITEMS:

EXECUTIVE SESSION:

ADJOURN

* ITEMS ATTACHED	** ITEMS PREVIOUSLY DISTRIBUTED	# ITEMS TO BE DISTRIBUTED
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THE PUBLIC IS INVITED TO ATTEND

Special Needs

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) 334-1012, at least five business days prior to any City meeting or event if any accommodations are needed. For TDD users, please use the state's toll-free relay service, (800) 833-6384, and ask the operator to dial the City of Lake Stevens City Hall number.

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

City of Lake Stevens

Council Priorities Update

September 12, 2017

Chamber of Commerce: Council asked that Mayor work with Chamber of Commerce to assure that the funding provided to the Chamber is producing service and outcomes as expected. Main benefit being a closer relationship between City and chamber re: new businesses. Council would like to have regular reports on working relations.

STATUS: Staff has met with Chamber representatives and begun receiving monthly statistics on Chamber activity.

Beautification plan: Council inquired whether this plan would involve the city in moving forward with branding initiative (give the city a recognizable "brand" for marketing purposes). Staff reported that yes, this is the intent as well as to adopt a common style for City signage, adopt neighborhood monikers and entry way improvements. Council liked the idea of seeking local, City resident, input in the development of "brand".

STATUS: The city is implementing a beautification plan for civic spaces, parks, opportunity sites and vistas throughout the city and is currently seeking applications with statements of qualifications from qualified landscape architects or graphic design/marketing teams for the development of a graphics package to augment the beautification plan design for Lake Stevens. The selected applicant will develop a plan to include a design for streetscapes, hardscapes, landscapes, scenic vistas, entry points and gateways, wayfinding signs and parks.

Communications position: Council asked that the new position being hired for communication also perform role of Liaison to Council to improve information flow to Council across a broad range of events, topics, issues, as well as maintaining current calendar. Mayor announced plan to meet with Council Members either one-on-one or with no more than 3 at a time to brief members on upcoming agenda items three months out.

STATUS: Beth Braun was hired as Communications Assistant and joined the city staff on April 3, 2017. She has continued to distribute the weekly report to council, launched the new city website and maintains all city digital assets including the website and social media, manages the city's information flow including distributing press releases and communicating with the media, and responding to citizen letters and comments.

IT upgrade: Council asked that Mayor and staff take a more aggressive approach to upgrading City's IT programs, particularly security and day-to-day service.

STATUS: ISOOutsource has been retained to assist with upgrading systems including installing current version of all software, backing up all servers, standardizing applications used on all city computers, implementing IT policies and procedures, and migrating SharePoint to be online. Effective September 1, Lake Stevens Fire has contracted with ISOOutsource for their primary IT needs and our IT department will serve as emergency backup.

Annexation: A brief discussion was held on annexation plans and strategy for RUTA. Council was briefed on current strategy/schedule. Council would like staff to consider North area as well.

STATUS: Staff is coordinating with individuals in two of the northern annexation areas. A petition was submitted for Council's initial action in August. No work on RUTA started

Sewer District merger: Council was briefed on current Sewer District-City Interlocal Agreement.

Council asked that Mayor and staff consider accelerating the date for merger.

STATUS: At the July 13 Sewer District board meeting, a resolution was unanimously passed to begin the due diligence process of city and district unification. The coordinating city resolution was passed at the August 22 City Council meeting.

BBQ replacement: Please consider BBQ replacement at Lundein Park.

STATUS: A complete upgrade of Lundein Park is scheduled for 2018, with completion expected for summer 2018.

Sign code: Council would like to address sign-code, particularly fees, in the near future.

STATUS: Fees reviewed and adopted earlier this year along with administrative authorities providing discretion for small modifications

Fire extinguisher policies: Council would like to address fire extinguisher policies soon.

STATUS: Discussions with Fire District – fire inspection strategy being reviewed by Chief and Fire Marshall.

Library: Develop plan "B" for library if bond issue does not pass February 14.

STATUS: Sno-Isle plans to put the bond issue item to vote again in early 2018 .

Economic development priorities:

- 1) Sports Tourism
 - a. City is passing on duathlon this time. Jeanie is developing a framework for Bicycle Friendly Community
- 2) 20th Street Retail and Business Recruitment
 - a. Negotiations for commercial development continue
 - b. Met with a secondary developer interested in 100,00 square feet of retail
 - c. The city has received a letter of interest for the "Nursery" property on 20th
- 3) Downtown Redevelopment
 - a. EIS issued – Plan should be complete in Fall/Winter
 - b. North Cove Park Plan in design
- 4) Lake Stevens Center Redevelopment
 - a. Super Saver Foods open
 - b. Bartell's under construction
 - c. Five Rights Brewery under construction
 - d. Vernon Village under construction
- 5) Annexations and Industrial Development – addressed elsewhere in this report

Council provided comments and indicated 20th Street and Downtown should be major focal point for economic development prioritization.

STATUS: see above

Council stipend: Mayor briefed the Council on intent to offer Council members a stipend in-lieu of providing City computer for Council members' city business.

STATUS: City phones and laptops have been issued.

Public Works department organization: Mayor briefed Council on intent to change the Public Works Department organization by creating a City Engineer position under the Public Works Director.
STATUS: Due to the changing needs of the Public Works department, the City Engineer position has been shelved for now and two field positions have been created instead. Public Works is supporting the current Senior Engineer through training and certification, and the department needs will be re-evaluated in 2018.

Veterans Commission: Councilmember Hilt briefed members on the idea of establishing a Veterans Commission.

STATUS: The Lake Stevens Veterans Commission was formed on April 25, 2017 through Ordinance 996. All commission members have been appointed and installed as of the August 22 Council meeting, and the first meeting will be scheduled in fall 2017. In addition, the commission has received a \$2,000 grant from the Bob Woodruff Foundation.

Boards and Commissions assignments: Council members discussed assignments to Boards and Commissions, and assignments were agreed upon. Clerk will circulate final assignments matrix to members.

STATUS: Current assignment list is attached.

Historical Society: Council asked the President to have a Councilmember be appointed as a representative to the Historical Society.

STATUS: Councilmember McDaniel was appointed as the council representative.

Downtown development: Mayor and Planning Director Wright briefed Council on fundamental elements for developing downtown. The pros and cons of the alternatives for location of a City Hall were also presented, along with schedule for completing the plan. Council members expressed thoughts and ideas on this with the conclusion that the decision should be made as part of the sub-area planning process and not be advanced ahead of the whole plan.

STATUS: see Economic Development priorities recap above.

North Cove Park: Council inquired of Mayor of intentions regarding expansion of North Cove Park. Mayor indicated his intention to either acquire through willing purchaser-willing seller or to initiate condemnation. Condemnation would require Council approval by ordinance.

STATUS: The park design process is underway. A letter has been sent to the property owner to begin the process of acquiring the additional property for expansion. The current City Hall building will be demolished in the fall, and a plaza will be constructed in time for a winter holiday celebration.

Transportation Benefit District: City Administrator, Gene Brazel briefed council on the process and methods for creating a TBD.

STATUS: A presentation will be made at fall/winter council meeting that will include trestle financing.

REPRESENTATIVES TO BOARDS/COMMISSIONS – 2017

UPDATED 1/23/2017

Board/Commission	Date	Time	Location	Council Representative	Alternate
Arts Commission	2 nd and 4 th Wednesday (attend once a month)	6:30 p.m.	Visitor Information Center	Welch	Holder
Chamber of Commerce	1 st Tuesday	11:30 a.m.-1:00 p.m.	Sewer District Board Room	Tageant	McDaniel
Community Transit	1 st Thursday	3:00 p.m.	CT Board Room 7100 Hardeson Rd, Everett	Hilt	
Department of Emergency Management	2 nd Tuesday of 2 nd month of the quarter at 1pm		DEM Offices – Everett	Hilt	Dyer
Economic Alliance				Tageant	Hilt
Family Center	1 st Wednesday	5:30 p.m.	Visitor Information Center	Holder	Daughtry
Fire District #8	1 st & 3 rd Thursday	5:30 p.m.	1825 So Lake Stevens Road	McDaniel	Tageant
Health District Board	2 nd Tuesday	3:00-5:00 p.m.		Hilt	
Historical Society		2:45 p.m. – 5:00 p.m.	Museum Conference Room	McDaniel	Welch
Library Board	3 rd Thursday (Quarterly)	5:00 p.m.	Museum Conference Room	Welch	Daughtry
Park Board	2 nd Monday each month	6:00 p.m.	Community Center	Holder	Welch
Planning Commission	1 st Wednesday monthly and 3 rd Wednesday if needed	7:00 p.m.	Community Center	McDaniel	Petershagen
Retreat Committee	As needed			Council President	Council Vice-President
SCCIT: CALL IN OPTION: 1-760-569-7171; Pass Code: 420-814-114#	4 th Tuesday	7:30-9:00 a.m.	EASC Office, 808 134 th St SW, Ste 101, Everett	Daughtry	Petershagen
Senior Board	2 nd Monday	9:30 a.m.	Senior Center	Spencer	
Sewer Utility Subcommittee	4 th Tuesday	4:00 p.m.	Sewer District Office	Mayor, Daughtry, McDaniel, Tageant	
Sewer Commission Board Meeting	2nd & 4th Thursday	9:00 a.m.	Sewer District Office	Petershagen, Brazel	McDaniel
Snohomish Co. Tomorrow	4 th Wednesday	6:00 p.m.	Robert J. Drewel Building (Snohomish County Admin)	Spencer	Council President
SCC				All	
AWC/NLC				All	

SUBCOMMITTEES

Admin (Finance/Budget/IT) Committee: McDaniel (Chair), Tageant, Welch (2nd Thursday/9:00 a.m. -- Reading Room)
 Public Safety: McDaniel, Hilt, Tageant (3rd Wednesday/2:00 p.m. – Reading Room)
 Public Works: Daughtry, McDaniel (Chair), Petershagen (3rd Wednesday/4:00 p.m. – Reading Room)
 Parks & Recreation: Holder, Welch, Petershagen (2nd Monday/5:00 p.m. – Community Center)
 Economic Dev/Chamber: Holder, Daughtry, Tageant (Chair), McDaniel – **NOTICE MEETINGS** (2nd Tuesday/4:30 p.m. – Community Center)

2018 COUNCIL RETREAT OPTIONS

Event Date: **Friday January 19, 2018**

<u>Property</u>	<u>Address</u>	<u>Meeting Cost*</u>	<u>Guest Room Cost**</u>	<u>Total Cost</u>
Semiahmoo	9565 Semiahmoo Parkway, Blaine	\$ 2,600.00	\$ 1,650.00	\$ 4,250.00
Hotel Bellwether	1 Bellwether Way, Bellingham	\$ 1,650.00	\$ 3,350.00	\$ 5,000.00
The Chrysalis Inn	840 10th Street, Bellingham	\$ 1,825.00	\$ 3,450.00	\$ 5,275.00
Tulalip Casino	10200 Quil Ceda Blvd, Marysville	\$ 3,600.00	\$ 2,500.00	\$ 6,100.00
Woodmark Hotel	1200 Carillon Point, Kirkland	\$ 3,915.00	\$ 3,575.00	\$ 7,490.00
Salish Lodge	6501 Railroad Avenue SE, Snoqualmie	\$ 3,100.00	\$ 4,450.00	\$ 7,550.00
Swinomish Casino	meeting space unavailable for these dates			

* Meeting cost includes room rental, breakfast and lunch on Friday, breakfast on Saturday, coffee and water service throughout both days

** Guest room cost includes 7 council rooms, 9 city staff rooms



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**CITY DEPARTMENT REPORT
SEPTEMBER 12, 2017 CITY COUNCIL
MEETING**

- City Clerk
 - Working on revisions to the city's Public Records Policy to bring them into compliance with the 2017 legislation amending RCW 42.56, The Public Records Act. This will be brought forward to Council for consideration later this fall.
- Planning
 - New building:
 - Irrigation has been completed in the new parking lot area around city hall.
 - Exterior parking lot lights have been installed.
 - Final wiring and communications are being installed.
 - The front counter is anticipated next week.
 - The old building is empty and ready to be re-carpeted.
 - Moving day for the rest of the staff is tentatively scheduled for September 25. More information to follow as it becomes available.
 - Snohomish County Tomorrow: Russ met with the subcommittee on Puget Sound Regional Council Vision 2040.



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BLANKET VOUCHER APPROVAL
2017

Payroll Direct Deposits	9/1/2017	\$171,933.64
Payroll Checks	43306-43309	\$7,119.91
Tax Deposit(s)	9/1/2017	\$68,640.33
Electronic Funds Transfers	ACH	\$238,077.61
Claims	43310-43418	\$315,757.98
Void Checks	43236	(\$110.00)
Total Vouchers Approved:		\$801,419.47

This 12th day of September 2017:

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

Mayor

We, the undersigned Council members of the City of Lake Stevens, Snohomish County, Washington, do hereby approve for payment of the above mentioned claims:

Councilmember

September 12th

CITY OF LAKE STEVENS



City Expenditures by Type on this voucher packet

Personnel Costs	\$ 179,054	22%
Payroll Federal Taxes	\$ 68,640	9%
Retirement Benefits - Employer	\$ 95,148	12%
Medical Benefits - Employer	\$ 126,240	16%
Employer paid Benefits - By Check	\$ 6,645	1%
Employee paid benefits - By Payroll	\$ 14,927	2%
Supplies	\$ 45,054	6%
Professional Services*	\$ 148,725	19%
Intergovernmental Services	\$ 82,271	10%
Capital **	\$ 34,826	4%
Void Check	\$ (110)	0%
Total	\$801,419.47	100%

Large Purchases

* Abatement on 20th Street Houses - \$30,600
** John Deere Tractor - \$24,322



Checks to be Approved for 8/18/2017 to 9/7/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
3 Kings	43310	9/7/2017	9818	001-013-518-20-48-00	GG-Repair & Maintenance	Abatement on 20th Street Houses	\$30,600.90	
				621-000-589-20-00-00	Public Bldg Maint Retain Reimb	Retainage - 3 Kings - Abatement on 20th Street Houses		(\$14,040.00)
Ace Hardware	43311						Check Total	\$1,136.25
		9/7/2017	55474	001-010-576-80-31-00	PK-Operating Costs	Hose hanger for Eagle Ridge Park	\$32.63	
				001-013-594-18-60-02	GG - City Hall Demo	Paint Rollers to paint new City Hall parking lot		\$41.85
				001-013-594-18-60-02	GG - City Hall Demo	Electrical boxes & connectors New City Hall		\$60.44
				001-013-594-18-60-02	GG - City Hall Demo	Electrical parts for new City Hall		\$54.89
				001-013-594-18-60-02	GG - City Hall Demo	Electrical flex conduit for new City Hall		\$139.08
				001-013-594-18-60-02	GG - City Hall Demo	Electrical flex conduit for new City Hall		(\$87.12)
				001-013-594-18-60-02	GG - City Hall Demo	Poly film - tarp new City Hall		\$35.93
				001-008-521-20-31-02	LE-Minor Equipment	Safety glasses/sanding mask		\$45.71
				410-016-531-10-31-02	SW-Operating Costs	Concrete catch basins on 79th SE		\$40.18
				001-008-521-20-31-02	LE-Minor Equipment	Vacuum bags/toilet flapper		\$21.76
				101-016-544-90-31-02	ST-Operating Cost	Duct Tape		\$17.41
					410-016-531-10-31-02	SW-Operating Costs		\$17.41
				410-016-531-10-31-02	SW-Operating Costs	Concrete for basins on 79th St		\$40.18
				001-013-594-18-60-02	GG - City Hall Demo	Electrical conduit new City Hall		\$24.72
				001-013-594-18-60-02	GG - City Hall Demo	Drill bit work on new City Hall		\$48.99
				001-012-575-50-31-00	CS-Community Center-Ops	Keys for Community Center		\$13.56
				001-013-594-18-60-02	GG - City Hall Demo	PVC/grease new City Hall		\$10.32
				001-013-518-20-31-00	GG-Operating	Janitorial supplies for New City Hall		\$110.44
				001-010-576-80-31-00	PK-Operating Costs	Keys for shop		\$9.04
					101-016-544-90-31-02	ST-Operating Cost		\$9.04
					410-016-531-10-31-02	SW-Operating Costs		\$9.04
				001-013-594-18-60-02	GG - City Hall Demo	Soil for new City Hall planters		\$195.63
				410-016-531-10-31-02	SW-Operating Costs	Concrete		\$204.30
				001-012-572-20-31-00	CS-Library-Office & Operating	Faucet for sink in Library mens room		\$26.13
				001-012-572-20-31-00	CS-Library-Office & Operating	Sink fitting in Library mens room		\$14.69
Advance Auto Parts	43312	9/7/2017	2421-262872	101-016-544-90-31-02	ST-Operating Cost	Oil filters for stock	Check Total \$649.29	
				410-016-531-10-31-02	SW-Operating Costs	Oil filters for stock		\$10.48
								\$10.48



Checks to be Approved for 8/18/2017 to 9/7/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Advance Auto Parts	43312	9/7/2017	2421-262987	101-016-544-90-31-02	ST-Operating Cost	Heater blower motor for PW1	\$23.64
				410-016-531-10-31-02	SW-Operating Costs	Heater blower motor for PW1	\$23.64
			2421-262988	101-016-544-90-31-02	ST-Operating Cost	Return of Cylinder lock/ignition switch for PW1	(\$61.14)
				410-016-531-10-31-02	SW-Operating Costs	Return of Cylinder lock/ignition switch for PW1	(\$61.14)
			2421-263366	101-016-544-90-31-02	ST-Operating Cost	Step Boards/nerf bars PW58	\$117.61
				410-016-531-10-31-02	SW-Operating Costs	Step Boards/nerf bars PW58	\$117.60
			2421-263562	101-016-544-90-31-02	ST-Operating Cost	Battery - PW33	\$64.28
				410-016-531-10-31-02	SW-Operating Costs	Battery - PW33	\$64.27
			2421-263597	101-016-544-90-31-02	ST-Operating Cost	ME-Angle grinder/mandrel set/wheels/adh rem kit	\$60.07
				410-016-531-10-31-02	SW-Operating Costs	ME-Angle grinder/mandrel set/wheels/adh rem kit	\$60.08
			2421-263677	101-016-544-90-31-02	ST-Operating Cost	Battery - PW61	\$62.66
				410-016-531-10-31-02	SW-Operating Costs	Battery - PW61	\$62.65
			2421-263723	101-016-544-90-31-02	ST-Operating Cost	Core Battery return - PW33	(\$11.98)
				410-016-531-10-31-02	SW-Operating Costs	Core Battery return - PW33	(\$11.98)
			2421-263787	101-016-544-90-31-02	ST-Operating Cost	Radiator for PW1	\$79.69
				410-016-531-10-31-02	SW-Operating Costs	Radiator for PW1	\$79.69
			2421-263824	101-016-544-90-31-02	ST-Operating Cost	Door handle repair kit - PW60	\$47.56
				410-016-531-10-31-02	SW-Operating Costs	Door handle repair kit - PW60	\$47.56
			2421-264018	101-016-544-90-31-02	ST-Operating Cost	Radiator for PW1 returned	(\$79.69)
				410-016-531-10-31-02	SW-Operating Costs	Radiator for PW1 returned	(\$79.69)
			2421-264029	001-010-576-80-31-00	PK-Operating Costs	Rivets for weed eater	\$7.65
				101-016-544-90-31-02	ST-Operating Cost	Rivets for weed eater	\$7.65
				410-016-531-10-31-02	SW-Operating Costs	Rivets for weed eater	\$7.65
Advantage Building Services	43313					Check Total	\$793.25
		9/7/2017	3247	001-007-558-50-41-00	PL-Professional Servic	Janitorial Services	\$30.00
				001-007-559-30-41-00	PB-Professional Srv	Janitorial Services	\$30.00
				001-008-521-20-41-01	LE-Proessional Serv-Fixed	Janitorial Services	\$315.00
				001-010-576-80-41-00	PK-Professional Services	Janitorial Services	\$20.00
				001-012-575-50-41-00	CS-Community Center - Cleaning	Janitorial Services	\$120.00
				001-013-518-20-41-00	GG-Professional Service	Janitorial Services	\$280.00
				101-016-542-30-41-02	ST-Professional Service	Janitorial Services	\$20.00
				410-016-531-10-41-01	SW-Professional Services	Janitorial Services	\$20.00



Checks to be Approved for 8/18/2017 to 9/7/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Advantage Building Services	43313	9/7/2017	3247	621-000-389-20-00-05	Retainage -Public Bldg Maint	Retainage-Advantage svcs	(\$41.75)
AFLAC	0						Check Total \$1,763.16
		9/7/2017	083117	001-000-284-00-00-00	Payroll Liability Other	Employee paid Insurance Prem	\$1,763.16
Aquatechnex	43314						Check Total \$20,362.50
		9/7/2017	8155	410-016-531-10-41-02	SW-Milfoil Treatment	Eurasian Milfoil treatment	\$20,362.50
Arrowhead Forensics	43315						Check Total \$951.48
		9/7/2017	99348	001-008-521-20-31-01	LE-Fixed Minor Equipment	Tri-Light Source Kit	\$951.48
Assoc of Washington Cities EFT	0						Check Total \$126,240.04
		9/7/2017	083117	001-000-283-00-00-00	Payroll Liability Medical	Medical Insurance Premium	\$126,240.04
Astral Communications Inc	43316						Check Total \$4,724.08
		9/7/2017	171100	510-006-518-80-31-00	Purchase Computer Equipment	CradlePoint IBR900LP6 Routers & Antennas	\$4,724.08
Axon Enterprise Inc	43317						Check Total \$13,495.02
		9/7/2017	SI1496148	001-008-521-20-41-01	LE-Proessional Serv-Fixed	Taser Assurance Plan	\$5,978.50
			SI1496165	001-008-521-20-41-01	LE-Proessional Serv-Fixed	Taser Assurance Plan	\$689.82
			SI1496497	001-008-521-20-31-01	LE-Fixed Minor Equipment	Tasers/holsters/cartidges	\$6,826.70
Phillip Bassett	43318						Check Total \$19.00
		9/7/2017	082717	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem - Combat First Aid - Bassett	\$19.00
Jeffrey Beazizo	43319						Check Total \$122.33
		9/7/2017	082117	001-008-521-20-31-02	LE-Minor Equipment	Fingerprint/Palmprint Gel Lifters	\$122.33
Adam Bryant	43320						Check Total \$36.25
		9/7/2017	081817	001-008-521-20-31-02	LE-Minor Equipment	Headlamp for PT62	\$36.25
Canon Financial Services Inc	43321						Check Total \$34.13
		9/7/2017	17659661	101-016-542-30-48-00	ST-Repair & Maintenance	Copier Maintenance - City Shop	\$17.07
				410-016-531-10-48-00	SW-Repairs & Maintenance	Copier Maintenance - City Shop	\$17.06
CDW Government Inc	43322						Check Total \$9,416.58
		9/7/2017	JVN5457	510-006-518-80-31-00	Purchase Computer Equipment	Computer mounting brackets/flex arms	\$385.79
			JWK4325	520-008-594-21-63-00	Capital Equipment	Honeywell 3M USB Straight 5V Host	\$36.97
			JWR3973	520-008-594-21-63-00	Capital Equipment	Brother PJ722 Vehicle kits/Honeywell Xwnon 1900 USB kits	\$1,340.53
			JXB0994	510-006-518-80-31-00	Purchase Computer Equipment	New computers & Monitors-new City Hall	\$7,653.29



Checks to be Approved for 8/18/2017 to 9/7/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
CHS Engineers LLC	43323	9/7/2017	371713	101-016-544-20-41-00	ST-Prof Srv - Engineering	LUA2017-0058 Gaines SP	\$422.52 \$1,045.76 \$278.13 \$209.73 \$197.22 \$939.48	
			371714	101-016-544-20-41-00	ST-Prof Srv - Engineering	S Lk Stevens Rd Shoulder		
			371715	101-016-544-20-41-00	ST-Prof Srv - Engineering	LUA2017-0056 School Bus Facility		
			371721	101-016-544-20-41-00	ST-Prof Srv - Engineering	LUA2017-0091 Hillcrest Estates		
			371725	101-016-544-20-41-00	ST-Prof Srv - Engineering	LUA2016-0070 Smoots MU Plan		
			371726	101-016-544-20-41-00	ST-Prof Srv - Engineering	LUA2017-011 Shadowhawk		
City of Everett	43324	9/7/2017	010340 0817	101-016-543-50-47-00	ST-Utilities	Water services at 9306 20th St SE	\$27.09	
City of Marysville	43325	9/7/2017	POLIN11-0836	001-008-523-60-51-00	LE-Jail	Prisoner Housing SCORE June 2017	\$2,828.28 \$15,447.75	
			POLIN11-0837	001-008-523-60-51-00	LE-Jail	Prisoner Housing June 2017		
Comcast	43326	9/7/2017	0692756 0817	001-008-521-20-42-00	LE-Communication	Internet services - Market Place	\$115.68	
	43327	9/7/2017	0810218 0817	001-008-521-20-42-00	LE-Communication	Internet services - N Lakeshore Drive	\$86.18	
	43328	9/7/2017	1009612 0817	001-013-518-20-42-00	GG-Communication	Internet services - VIC	\$155.68	
Cory Jorgensen	43329	9/7/2017	751	001-007-558-50-49-01	PL-Staff Development	2017 PermitTrax Users Conference	\$150.00 \$150.00	
				001-007-559-30-49-01	PB-Staff Development	2017 PermitTrax Users Conference		
Crystal Springs	43330	9/7/2017	16015194081917	001-008-521-50-30-00	LE-Facilities Supplies	Bottled water - Police Dept	\$101.29	
Dept of Emergency Management	43331	9/7/2017	I000447670	001-013-525-10-51-00	GG-Emergency	3rd Qtr 2017 Emergency Services	\$9,124.64	
Dept of Licensing	0	9/7/2017	2447-2521	633-000-589-30-00-05	Gun Permit - State Remittance	State Portion of Weapons Permits	\$1,266.00	
Dept of Retirement (Deferred Comp)	0	9/7/2017	083117	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	\$1,695.00	
Dept of Retirement PERS LEOFF	0	9/7/2017	083117	001-000-282-00-00-00	Payroll Liability Retirement	PERS LEOFF Contributions	\$95,147.98	



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Dept of Revenue	0	9/7/2017	July2017	001-008-521-20-31-02	LE-Minor Equipment	July 2017 UseTaxes	\$75.65	\$476.25
				001-013-518-90-49-06	GG-Excise Tax	July 2017 Excise Taxes		\$400.60
Dicks Towing Inc	43332						Check Total	\$115.19
		9/7/2017	174440	001-008-521-20-41-00	LE-Professional Services	Towing services - LSPD64		\$115.19
Dooley Enterprises	43333						Check Total	\$5,772.54
		9/7/2017	54287	001-008-521-20-31-01	LE-Fixed Minor Equipment	Ammunition		\$5,772.54
Economy Fence Center	43334						Check Total	\$528.00
		9/7/2017	0028970-IN	001-010-576-80-31-02	PK-Eagle Ridge Pk-Ops	12 ft wide x 5 ft 6 inch tall Double Swing Chain Link Gate		\$528.00
Electronic Federal Tax Pmt System EFTPS	0						Check Total	\$68,640.33
		9/7/2017	083117	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes		\$68,640.33
Electronic Business Machines	43335						Check Total	\$775.37
	9/7/2017	AR74846	001-007-558-50-48-00	PL-Repairs & Maint.	Copier maintenance		\$30.53	\$30.53
			001-007-559-30-48-00	PB-Repair & Maintenance	Copier maintenance			\$30.53
			101-016-542-30-48-00	ST-Repair & Maintenance	Copier maintenance			\$30.54
			410-016-531-10-48-00	SW-Repairs & Maintenance	Copier maintenance			\$30.54
	AR76258		001-007-558-50-48-00	PL-Repairs & Maint.	Copier maintenance		\$7.21	\$7.21
			001-007-559-30-48-00	PB-Repair & Maintenance	Copier maintenance			\$7.21
			101-016-542-30-48-00	ST-Repair & Maintenance	Copier maintenance			\$7.21
			410-016-531-10-48-00	SW-Repairs & Maintenance	Copier maintenance			\$7.20
	AR76656		001-007-558-50-48-00	PL-Repairs & Maint.	Copier maintenance		\$160.79	\$160.79
			001-007-559-30-48-00	PB-Repair & Maintenance	Copier maintenance			\$160.79
			001-013-518-20-48-00	GG-Repair & Maintenance	Copier maintenance			\$160.79
	AR77553		001-007-558-50-48-00	PL-Repairs & Maint.	Copier maintenance		\$35.51	\$35.51
			001-007-559-30-48-00	PB-Repair & Maintenance	Copier maintenance			\$35.51
			101-016-542-30-48-00	ST-Repair & Maintenance	Copier maintenance			\$35.51
			410-016-531-10-48-00	SW-Repairs & Maintenance	Copier maintenance			\$35.50
Employment Security Department	43336						Check Total	\$21.21
		9/7/2017	600-589-299 Aug	501-000-517-60-49-00	Payment to Claimants	August 2017 Payments to Claimants		\$21.21
Everett Safe and Lock Inc	43337						Check Total	\$86.52
		9/7/2017	50980	001-008-521-50-48-00	LE-Facility Repair & Maint	Duplicate keys		\$86.52



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Everett Stamp Works	43338						Check Total	\$14.10
		9/7/2017	22258	410-016-531-10-31-01	SW-Office Supplies	Nameplate - L Everett		\$14.10
Fastenal Company	43339						Check Total	\$2,115.28
		9/7/2017	WAEV136051	001-010-576-80-31-00	PK-Operating Costs	Fiberglass step ladder		\$26.19
				101-016-544-90-31-02	ST-Operating Cost	Fiberglass step ladder		\$26.18
				410-016-531-10-31-02	SW-Operating Costs	Fiberglass step ladder		\$26.18
			WAEV136179	101-016-544-90-31-02	ST-Operating Cost	DOT inspection decals		\$289.34
				410-016-531-10-31-02	SW-Operating Costs	DOT inspection decals		\$289.34
			WAEV136180	101-016-544-90-31-02	ST-Operating Cost	Brake cleaner for fleet		\$12.42
				410-016-531-10-31-02	SW-Operating Costs	Brake cleaner for fleet		\$12.42
			WAEV136255	001-010-576-80-31-00	PK-Operating Costs	Impact screwdriver kit/Impact drill combo kit		\$254.15
				101-016-544-90-31-02	ST-Operating Cost	Impact screwdriver kit/Impact drill combo kit		\$254.16
				410-016-531-10-31-02	SW-Operating Costs	Impact screwdriver kit/Impact drill combo kit		\$254.16
			WAEV136292	001-010-576-80-31-00	PK-Operating Costs	First aid kit/fire extinguisher/impact screwdriver set/bracket		\$155.74
				101-016-544-90-31-02	ST-Operating Cost	First aid kit/fire extinguisher/impact screwdriver set/bracket		\$155.74
				410-016-531-10-31-02	SW-Operating Costs	First aid kit/fire extinguisher/impact screwdriver set/bracket		\$155.75
			WAEV136329	001-010-576-80-31-00	PK-Operating Costs	Fist aid kits/Fire Extinguisher brackets		\$67.83
				101-016-544-90-31-02	ST-Operating Cost	Fist aid kits/Fire Extinguisher brackets		\$67.84
				410-016-531-10-31-02	SW-Operating Costs	Fist aid kits/Fire Extinguisher brackets		\$67.84
First American Title and Insurance Co	43340						Check Total	\$156.00
		9/7/2017	869-422949433	301-016-544-40-41-00	Street Op - P&D - 20th St SE	Record Easement/Warranty Deed 1911 83rd Ave SE		\$156.00
	43341						Check Total	\$77.00
		9/7/2017	869-422949477	301-016-544-40-41-00	Street Op - P&D - 20th St SE	Warranty Deed-8405 20th St SE		\$77.00
	43342						Check Total	\$77.00
		9/7/2017	869-422949516	301-016-544-40-41-00	Street Op - P&D - 20th St SE	Warranty Deed-8211 20th St SE		\$77.00
Brandon Fiske	43343						Check Total	\$157.00
		9/7/2017	080417	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-Cultivating Confidential Informants-Dupont-Fiske		\$157.00
Ariane Fox	43344						Check Total	\$171.00
		9/7/2017	080817	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-Records Academy-Everett-Fox		\$95.00



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Ariane Fox	43344	9/7/2017	082417	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-LERMS-Marysville-Fox	\$76.00
Frontier	43345						Check Total \$0.08
		9/7/2017	4253340835 0917	001-013-518-20-42-00	GG-Communication	Telephone services	\$0.08
Glens Welding and Machine Inc	43346						Check Total \$68.71
		9/7/2017	4253979674 0917	101-016-542-64-47-00	ST-Traffic Control -Utility	Traffic control modem	\$68.71
Government Computer Sales	43347						Check Total \$598.02
		9/7/2017	S10261	101-016-544-90-31-02	ST-Operating Cost	Carburator for weedeater	\$24.83
				410-016-531-10-31-02	SW-Operating Costs	Carburator for weedeater	\$24.83
		9/7/2017	S10401	101-016-544-90-31-02	ST-Operating Cost	Top cover for weedeater	\$20.50
				410-016-531-10-31-02	SW-Operating Costs	Top cover for weedeater	\$20.50
		9/7/2017	S10425	001-010-576-80-31-00	PK-Operating Costs	Brushcutter SN 511108174	\$130.35
				101-016-544-90-31-02	ST-Operating Cost	Brushcutter SN 511108174	\$130.35
				410-016-531-10-31-02	SW-Operating Costs	Brushcutter SN 511108174	\$130.36
		9/7/2017	S10426	001-010-576-80-31-00	PK-Operating Costs	Moto mix/muffler/gasket/screws for weedeater	\$42.57
				001-010-576-80-31-00	PK-Operating Costs	Filter base/comver/fuel filter/air filter for weedeater	\$24.57
				101-016-544-90-31-02	ST-Operating Cost	Filter base/comver/fuel filter/air filter for weedeater	\$24.58
		9/7/2017	S10432	410-016-531-10-31-02	SW-Operating Costs	Filter base/comver/fuel filter/air filter for weedeater	\$24.58
Grainger	43348						Check Total \$5,596.38
		9/7/2017	81377	510-006-518-80-49-00	License Renewal - Annual Maint	Hyper-V per Protected Physical Server License/24x7 maintenance	\$5,596.38
Grainger	43349						Check Total \$1,288.15
		9/7/2017	9518864427	001-013-594-18-60-02	GG - City Hall Demo	Fire Lane stencil/pavement stencil new City Hall parking lot	\$103.63
				001-013-594-18-60-02	GG - City Hall Demo	Pavement Stencil No Parking New City Hall Pkg Lot	\$58.98
		9520021909	9518864435	001-013-594-18-60-02	GG - City Hall Demo	Pavement Stencil Fire Lane New City Hall Pkg Lot	\$58.98
		9522606251	9520021909	410-016-531-10-31-02	SW-Operating Costs	Service labels	\$58.19
		9522923904	9522606251	001-010-576-80-31-06	PK - Lake Safety	Wire rope clip for buoys	\$46.90
		9524079408	9522923904	101-016-544-90-31-02	ST-Operating Cost	Vehicle cleaning supplies	\$189.98
		9524079408	9522923912	410-016-531-10-31-02	SW-Operating Costs	Vehicle cleaning supplies	\$189.98
		9524079408	9524079408	101-016-544-90-31-01	ST-Office Supplies	3 ring binders	\$3.21



Checks to be Approved for 8/18/2017 to 9/7/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Grainger	43349	9/7/2017	9524079408	410-016-531-10-31-01	SW-Office Supplies	3 ring binders	\$3.21
			9525722360	001-007-559-30-31-01	PB-Operating Cost	Handheld lights/high visibility vests/hard hat	\$295.70
			9527315619	101-016-544-90-31-02	ST-Operating Cost	Liquid Bandage	\$9.81
				410-016-531-10-31-02	SW-Operating Costs	Liquid Bandage	\$9.80
			9530560953	001-007-558-50-31-01	PL-Operating Costs	Hardhat	\$13.80
				001-007-559-30-31-01	PB-Operating Cost	Hardhat	\$13.80
			9539550575	101-016-544-90-31-02	ST-Operating Cost	Key Cabinet	\$116.09
				410-016-531-10-31-02	SW-Operating Costs	Key Cabinet	\$116.09
Granite Construction Supply	43350					Check Total	\$625.29
		9/7/2017	262_00068963	101-016-542-64-31-00	ST-Traffic Control - Supply	No parking/No Outlet signs	\$614.32
			262_00068980	101-016-544-90-31-02	ST-Operating Cost	For Official Use Only decals	\$5.49
				410-016-531-10-31-02	SW-Operating Costs	For Official Use Only decals	\$5.48
HB Jaeger Co LLC	43351					Check Total	\$541.14
		9/7/2017	189975/1	001-010-576-80-31-06	PK - Lake Safety	Buoy Anchors	\$541.14
HERC Rentals Inc	43352					Check Total	\$502.03
		9/7/2017	29252414-001	001-010-576-80-31-00	PK-Operating Costs	Excavator rental for Lundein Restoration	\$502.03
Home Depot	43353					Check Total	\$459.63
		9/7/2017	4012604	101-016-544-90-31-02	ST-Operating Cost	CDX Plywood to secure Drug house and for stock	\$230.61
				410-016-531-10-31-02	SW-Operating Costs	CDX Plywood to secure Drug house and for stock	\$230.61
			4164378	302-010-576-80-61-00	Park Mitigation Funds Exp	Material returned from Community Garden project	(\$1.59)
Honey Bucket	43354					Check Total	\$718.00
		9/7/2017	0550400497	001-010-576-80-45-00	PK-Equipment Rental	Honey Bucket Rental Swim Beach	\$227.50
			0550400499	001-010-576-80-45-00	PK-Equipment Rental	Honey Bucket Rental Community Gardens	\$117.50
			0550400500	001-010-576-80-45-00	PK-Equipment Rental	Honey Bucket Rental Catherine Creek Park	\$155.00
			0880400498	001-010-576-80-45-00	PK-Equipment Rental	Honey Bucket Rental Boat Launch	\$218.00
Theodore Hunter	43355					Check Total	\$2,000.00
		9/7/2017	1992	001-007-558-60-41-02	PL-Prof Serv-Hearing E	Hearing examiner services	\$2,000.00
HW Lochner Inc	43356					Check Total	\$4,551.52
		9/7/2017	000013510-1	301-016-544-40-41-02	TIZ3 - 24th St Design	24th Street SE Extension project	\$4,551.52
Ink It Your Way	43357					Check Total	\$860.88
		9/7/2017	5602	001-008-521-21-31-00	LE-Boating Minor Equipment	Police marine Unit Hats	\$617.05



Checks to be Approved for 8/18/2017 to 9/7/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Ink It Your Way	43357	9/7/2017	5614	001-008-521-20-31-02	LE-Minor Equipment	Explorer T shirts	\$37.03
			5626	001-008-521-20-31-02	LE-Minor Equipment	Explorer polos	\$206.80
Iron Mountain Quarry LLC	43358						
		9/7/2017	0000709	001-013-594-18-60-02	GG - City Hall Demo	Gravel at New City Hall	\$426.17
ISOutsource	43359						
		9/7/2017	CW205507	001-006-518-80-41-00	IT-Professional Services	IT Consulting services	\$1,467.50
J Thayer Company Inc	43360						
		9/7/2017	1168128-0	001-007-558-50-31-00	PL-Office Supplies	File folders	\$27.17
			1168751-0	001-007-558-50-31-00	PL-Office Supplies	Box files/Files	\$68.53
			1169876-0	001-008-521-20-31-00	LE-Office Supplies	Paper	\$39.15
			1171607-0	001-004-514-23-31-00	FI-Office Supplies	Stapler/Battery	\$37.04
				001-012-575-50-31-00	CS-Community Center-Ops	Paper Towels	\$7.57
				001-013-518-20-31-00	GG-Operating	Paper/Pens/Tape/Appt book	\$63.89
			1171942-0	001-008-521-20-31-00	LE-Office Supplies	Clorox Wipes/HP color Laserjet Pro printer	\$169.80
			1172016-0	001-008-521-20-31-00	LE-Office Supplies	Envelopes/bulldog clips	\$99.15
			1172653-0	001-008-521-20-31-00	LE-Office Supplies	Flash drive	\$16.32
			1172657-0	001-008-521-20-31-00	LE-Office Supplies	Flash drives	\$29.37
			1172880-0	001-008-521-20-31-00	LE-Office Supplies	Pens/Tape dispenser	\$24.36
			C1167396-0	001-007-558-50-31-00	PL-Office Supplies	Folders	(\$50.08)
			C1167770-0	001-013-518-20-31-00	GG-Operating	Returned Expandable files	(\$18.77)
Jeffrey D. Goldman	43361						
		9/7/2017	1313	001-008-521-20-41-00	LE-Professional Services	Pre-Employment Polygraph Exams	\$400.00
Lake Industries LLC	43362						
		9/7/2017	273483	001-013-594-18-60-02	GG - City Hall Demo	Cobble at New City Hall	\$284.34
			33738	410-016-531-10-31-02	SW-Operating Costs	Fill hauled by the yard-12th Place SE	\$5.42
			33745	410-016-531-10-31-02	SW-Operating Costs	Fill hauled by the yard-12th Place SE	\$135.00
Lake Stevens Chamber of Commerce	43363						
		9/7/2017	Sept2017	001-013-518-90-49-01	GG-Chamber of Commerce	Sept 2017 Contribution for VIC	\$1,500.00
Lake Stevens Police Guild	43364						
		9/7/2017	083117	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	\$1,050.50



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Lake Stevens School District	43365						Check Total	\$1,112.50
		9/7/2017	2823	001-001-511-60-45-01	Legislative - Rentals	City Council mtg room rental June/July 2017		\$112.50
				001-013-518-30-41-01	GG-Advertising	Ad in 2017-18 School Calendar		\$1,000.00
LN Curtis & Sons	43366						Check Total	\$1,412.06
		9/7/2017	INV119564	001-008-521-20-31-05	LE-Equipment - New Officers	Name Patch - Beazizo		\$15.19
			INV120811	001-008-521-20-31-02	LE-Minor Equipment	Pants/shirt - C Brooks		\$183.51
			INV120964	001-008-521-20-31-05	LE-Equipment - New Officers	Uniform items - Fox		\$769.27
			INV120982	001-008-521-20-31-02	LE-Minor Equipment	Boots - Ubert		\$111.13
				001-008-521-20-31-05	LE-Equipment - New Officers	Shirts - Beazizo		\$117.45
			INV121629	001-008-521-20-31-02	LE-Minor Equipment	Pants/Boots/Belt - D Smith		\$215.51
Lowes Companies	43367						Check Total	\$721.43
		9/7/2017	911650	101-016-544-90-31-02	ST-Operating Cost	Fishtape		\$69.81
			920432	001-013-594-18-60-02	GG - City Hall Demo	Wall bricks for New City Hall		\$325.81
			977508	001-013-594-18-60-02	GG - City Hall Demo	Wall bricks for New City Hall		\$325.81
Makers Architecture and Urban Design	43368						Check Total	\$10,710.28
		9/7/2017	1707-4	001-007-558-50-41-00	PL-Professional Servic	Chapel Hill Civic Center Site Development Plan		\$10,710.28
Marilyns Recycle Inc	43369						Check Total	\$1,350.00
		9/7/2017	97957	101-016-542-30-48-00	ST-Repair & Maintenance	Delivery charges for Wood Chips to the shop		\$675.00
				410-016-531-10-48-00	SW-Repairs & Maintenance	Delivery charges for Wood Chips to the shop		\$675.00
Monroe Correctional Complex	43370						Check Total	\$630.31
		9/7/2017	MCC1707.665	001-010-576-80-48-00	PK-Repair & Maintenance	DOC Work Crew		\$78.27
				101-016-542-30-48-00	ST-Repair & Maintenance	DOC Work Crew		\$315.21
				410-016-531-10-48-00	SW-Repairs & Maintenance	DOC Work Crew		\$236.83
Nationwide Retirement Solution	0						Check Total	\$2,669.81
		9/7/2017	083117	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide		\$2,669.81
Neofunds by Neopost	43371						Check Total	\$447.58
		9/7/2017	PPLN01 0817	001-008-521-20-42-00	LE-Communication	Postage		\$447.58
North Sound Hose Fittings Inc	43372						Check Total	\$22.18
		9/7/2017	83913	101-016-544-90-31-02	ST-Operating Cost	Hydraulic Hose PW33		\$11.09
				410-016-531-10-31-02	SW-Operating Costs	Hydraulic Hose PW33		\$11.09



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Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Northern Safety Co Inc	43373							
		9/7/2017	902555325	001-008-521-20-31-02	LE-Minor Equipment	Tybek Coveralls/shoe covers	\$394.66	
Office of The State Treasurer	43374							
		9/7/2017	July2017	633-000-589-30-00-03	State Building Permit Remit	July 2017 Crime Victims Compensation	\$211.50	
				633-000-589-30-00-04	Vehicle License Fraud Account	July 2017 Crime Victims Compensation	\$2.84	
				633-000-589-30-00-07	Public Safety And Ed. 1986	July 2017 Crime Victims Compensation	\$6,680.35	
				633-000-589-30-00-08	Public Safety And Education	July 2017 Crime Victims Compensation	\$3,998.92	
				633-000-589-30-00-09	Judicial Information System-Ci	July 2017 Crime Victims Compensation	\$2,691.99	
				633-000-589-30-00-12	Trauma Care	July 2017 Crime Victims Compensation	\$774.17	
				633-000-589-30-00-13	School Zone Safety	July 2017 Crime Victims Compensation	\$29.32	
				633-000-589-30-00-14	Public Safety Ed #3	July 2017 Crime Victims Compensation	\$82.21	
				633-000-589-30-00-15	Auto Theft Prevention	July 2017 Crime Victims Compensation	\$1,111.86	
				633-000-589-30-00-16	HWY Safety Act	July 2017 Crime Victims Compensation	\$27.77	
				633-000-589-30-00-17	Death Inv Acct	July 2017 Crime Victims Compensation	\$17.49	
				633-000-589-30-00-18	WSP Highway Acct	July 2017 Crime Victims Compensation	\$99.32	
Otak Inc	43375							
		9/7/2017	000081700248	101-016-544-20-41-00	ST-Prof Srv - Engineering	Hartford Trail Head-Centennial Trail Connectivity	\$3,522.26	
Owen Equipment Company	43376							
		9/7/2017	00085184	101-016-544-90-31-02	ST-Operating Cost	Locator Kit	\$1,736.96	
				410-016-531-10-31-02	SW-Operating Costs	Locator Kit	\$1,736.95	
Kristen Parnell	43377							
		9/7/2017	080417	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-Cultivating Confidential Informants-Dupont-Parnell	\$157.00	
			082917	001-008-521-20-43-00	LE-Travel & Per Diem	Per Diem-WASATI-Dupont-Parnell	\$349.00	
Partsmaster	43378							
		9/7/2017	23180570	101-016-544-90-31-02	ST-Operating Cost	Fittings grease	\$166.56	
				410-016-531-10-31-02	SW-Operating Costs	Fittings grease	\$166.55	
Perteet Engineering Inc	43379							
		9/7/2017	20120176.001-26	301-016-544-40-41-00	Street Op - P&D - 20th St SE	20th Street SE Phase II-Segment 1 Design	\$6,941.64	
Pilchuck Rentals	43380							
		9/7/2017	55773	101-016-542-30-45-00	ST-Rentals-Leases	Stump grinder rental	\$245.48	



Checks to be Approved for 8/18/2017 to 9/7/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Platt Electric Supply	43381	9/7/2017	N677184	001-010-576-80-31-03	PK-Lundeen-Op Costs	LED tube light - Lundeen Restoration	\$173.92	\$273.96
			N696692	001-013-594-18-60-02	GG - City Hall Demo	Supplie to install low voltage wire at New City Hall		\$100.04
Puget Sound Clean Air Agency	43382	9/7/2017	Q4 2017	001-013-553-70-51-00	GG-Air Pollution	Q4 2017 Clean Air Assessment	\$4,908.50	\$4,908.50
Puget Sound Energy	43383	9/7/2017	24316495 0817	001-010-576-80-47-00	PK-Utilities	Natural Gas - City Shop	\$11.70	\$35.09
				101-016-543-50-47-00	ST-Utilities	Natural Gas - City Shop		\$11.70
				410-016-531-10-47-00	SW-Utilities	Natural Gas - City Shop		\$11.69
	43384						Check Total	\$77.62
		9/7/2017	3723810 0817	001-008-521-50-47-00	LE-Facility Utilities	Natural Gas - N Lakeshore Drive		\$77.62
Puget Sound Regional Council	43385	9/7/2017	2018041	001-013-518-90-49-00	GG-PSRC	2018 Dues for PSRC	\$9,553.00	\$9,553.00
Quest Software Inc	43386	9/7/2017	1000808572	510-006-518-80-49-00	License Renewal - Annual Maint	Kace Systems Management w/100 computer maintenance renewal	\$2,023.71	\$2,023.71
Deanna Schuler McCulloch	43387	9/7/2017	Reimbursement	001-008-521-20-41-00	LE-Professional Services	Reimbursement for tow fees	\$469.13	\$469.13
Setina Mfg Co Inc	43388	9/7/2017	146168	001-008-594-21-63-00	LE-Capital Outlays Equipment	Rifle rack for PT72	\$254.50	\$254.50
Sherwin-Williams Co	43389	9/7/2017	1400-2	001-013-594-18-60-02	GG - City Hall Demo	White gloss paint for new City Hall Parking lot	\$23.74	\$23.74
Sirchie Acquisition Company LLC	43390	9/7/2017	0313500-IN	001-008-521-20-31-02	LE-Minor Equipment	SirchMARK Brights Red Tape	\$110.86	\$110.86
Six Robblees Inc	43391	9/7/2017	14-355956	101-016-544-90-31-02	ST-Operating Cost	Trailer Hitch Assembly PW60	\$274.08	\$257.84
			14-355971	101-016-544-90-31-02	ST-Operating Cost	Trailer Plugin Kit PW60		\$16.24
Snohomish County Planning	43392	9/7/2017	I000447728	001-007-558-50-41-00	PL-Professional Servic	July 2017 ILA hours	\$45.50	\$45.50
Snohomish County PUD	43393	9/7/2017	100315811	001-013-518-20-47-00	GG-Utilities	200206019 City Hall	\$3,116.56	\$612.12



Checks to be Approved for 8/18/2017 to 9/7/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Snohomish County PUD	43393	9/7/2017	100316383	001-012-575-50-47-00	CS-Community Center-Utilities	200860922 Community Center	\$336.80
			100317275	001-013-518-20-47-00	GG-Utilities	201783685 Annex	\$157.98
			108060834	001-010-576-80-47-00	PK-Utilities	200493443 Cath Creek Park meter 73867	\$15.88
			111362118	101-016-542-63-47-00	ST-Lighting - Utilities	200363505 Traffic Signal	\$64.96
			127931350	101-016-542-63-47-00	ST-Lighting - Utilities	202013249 Traffic Signal	\$76.75
			134525640	101-016-542-63-47-00	ST-Lighting - Utilities	205338056 SR92 Roundabout at113th	\$37.49
			137742722	101-016-542-63-47-00	ST-Lighting - Utilities	200178218 Traffic Signal	\$129.52
			141057826	001-010-576-80-47-00	PK-Utilities	202340527 Yard	\$8.18
				101-016-542-63-47-00	ST-Lighting - Utilities	202340527 Yard	\$8.18
				410-016-531-10-47-00	SW-Utilities	202340527 Yard	\$8.19
			144379085	101-016-542-63-47-00	ST-Lighting - Utilities	202648705 Street Lights	\$45.51
			144380186	101-016-542-63-47-00	ST-Lighting - Utilities	202342622 Street Lights	\$59.36
			144383805	001-010-576-80-47-00	PK-Utilities	203599006 City Shop	\$140.75
				101-016-543-50-47-00	ST-Utilities	203599006 City Shop	\$140.76
				410-016-531-10-47-00	SW-Utilities	203599006 City Shop	\$140.80
			144383936	101-016-542-63-47-00	ST-Lighting - Utilities	203728159 Traffic Signal	\$41.65
			147668122	001-008-521-50-47-00	LE-Facility Utilities	202766820 Police Dept Electric	\$654.54
			150970188	101-016-542-63-47-00	ST-Lighting - Utilities	203582010 Street Lights	\$63.19
			150970978	101-016-542-63-47-00	ST-Lighting - Utilities	203730189 Traffic Signal	\$61.41
			150970982	101-016-542-63-47-00	ST-Lighting - Utilities	203731153 Traffic Signal	\$74.14
			154211893	001-008-521-50-47-00	LE-Facility Utilities	203033030 Police Dept Water	\$77.22
			154220169	001-012-557-30-40-01	CS - VIC Utilities	205395999 Visitor Center	\$54.01
			157421113	101-016-542-64-47-00	ST-Traffic Control -Utility	221128085 Traffic Signal 7441 20th St SE	\$62.99
			167073281	101-016-542-63-47-00	ST-Lighting - Utilities	205320781 SR92 Roundabout at 99th	\$44.18
Snohomish County PW V	43394						
		9/7/2017	I000447683	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Vehicle Repair & Maintenance	\$10,260.51
				520-008-594-21-63-00	Capital Equipment	New vehicle setup PT71-PT80	\$6,641.50
Snohomish County Sheriffs Office	43395						
		9/7/2017	2017-3880	001-008-523-60-51-00	LE-Jail	Prisoner Housing July 2017	\$32,741.62
Snohomish County Treasurer	43396						
		9/7/2017	July2017	633-000-589-30-00-06	Crime Victims Compensation	July 2017 Crime Victims Compensation	\$226.22



Checks to be Approved for 8/18/2017 to 9/7/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	
Sound Publishing Inc	43397	9/7/2017	EDH768240	001-007-558-50-41-03	PL-Advertising	LUA2017-0009 Arco AM/PM	\$144.72	
			EDH770484	001-013-518-30-41-01	GG-Advertising	Arts Commission Opening Applicants	\$161.92	
			EDH770613	001-008-521-20-41-03	LE-Advertising	Advertising - Police Civil Service Commission Applicants	\$93.12	
			EDH771621	001-007-558-50-41-03	PL-Advertising	LUA2017-0093 A&J Prelim SP	\$89.56	
			EDH772470	001-001-511-60-31-00	Legislative - Operating Costs	Public Notice-City Council Workshop	\$37.96	
			EDH774142	001-013-518-30-41-01	GG-Advertising	Ordinance 999 and 1000	\$39.68	
Sound Safety Products Co Inc	43398	9/7/2017	154816/1	001-010-576-80-31-01	PK-Ops-Clothing	New uniform clothing - Boyd	\$88.86	
				101-016-542-90-31-01	ST-Clothing	New uniform clothing - Boyd	\$88.87	
				410-016-531-10-31-00	SW-Clothing	New uniform clothing - Boyd	\$88.87	
								Check Total \$266.60
Standard Insurance Company	0	9/7/2017	479646 0717	001-000-284-00-00-00	Payroll Liability Other	Insurance Premiums	\$206.50	
				001-002-513-11-20-00	AD-Benefits	Insurance Premiums	\$65.37	
				001-003-514-20-20-00	CC-Benefits	Insurance Premiums	\$105.79	
				001-004-514-23-20-00	FI-Benefits	Insurance Premiums	\$184.14	
				001-005-518-10-20-00	HR-Benefits	Insurance Premiums	\$141.34	
				001-006-518-80-20-00	IT-Benefits	Insurance Premiums	\$141.89	
				001-007-558-50-20-00	PL-Benefits	Insurance Premiums	\$385.98	
				001-007-559-30-20-00	PB-Benefits	Insurance Premiums	\$219.87	
				001-008-521-20-20-00	LE-Benefits	Insurance Premiums	\$2,939.74	
				001-010-576-80-20-00	PK-Benefits	Insurance Premiums	\$268.16	
				001-013-518-30-20-00	GG-Benefits	Insurance Premiums	\$120.01	
				101-016-542-30-20-00	ST-Benefits	Insurance Premiums	\$756.29	
				401-070-535-10-20-00	SE-Benefits	Insurance Premiums	\$12.94	
				410-016-531-10-20-00	SW-Benefits	Insurance Premiums	\$636.05	
								Check Total \$6,184.07
Staples	43399	9/7/2017	3348191643	001-008-521-20-31-00	LE-Office Supplies	Pens	\$46.45	
			3348847444	001-008-521-20-31-01	LE-Fixed Minor Equipment	Metal Folding chairs	\$67.59	
			3349808119	101-016-544-90-31-02	ST-Operating Cost	Dry Erase Board	\$124.69	
				410-016-531-10-31-02	SW-Operating Costs	Dry Erase Board	\$124.68	



Checks to be Approved for 8/18/2017 to 9/7/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	\$4,000.00
Strategies 360	43400	9/7/2017	772-25242	001-013-511-70-40-00	Lobbying Services	Federal Lobbying services September 2017		\$4,000.00
Tacoma Screw Products Inc	43401	9/7/2017	18169912	410-016-531-10-31-02	SW-Operating Costs	Impact Socket		\$80.97
			18169913	001-010-576-80-31-00	PK-Operating Costs	Screws/Sawzall blades/Nitrile Gloves/Lynch Pins/Safety Glasses		\$163.72
				101-016-544-90-31-02	ST-Operating Cost	Screws/Sawzall blades/Nitrile Gloves/Lynch Pins/Safety Glasses		\$163.73
				410-016-531-10-31-02	SW-Operating Costs	Screws/Sawzall blades/Nitrile Gloves/Lynch Pins/Safety Glasses		\$163.73
Teamsters Local No 763	43402	9/7/2017	083117	001-000-284-00-00-00	Payroll Liability Other	Union Dues		\$1,323.50
Tom Thorleifson	43403	9/7/2017	Reimbursement	001-013-518-20-31-00	GG-Operating	Reimbursement for Spare keys-Veterans Memorial		\$5.42
Julie Uber	43404	9/7/2017	083117	001-008-521-20-31-00	LE-Office Supplies	Reimbursement for binders/folders		\$37.54
ULINE	43405	9/7/2017	89652067	001-008-521-80-30-00	LE - Evidence Room - Supplies	Nitrile Gloves/Trash Liner/Coin envelopes/Carton Seal		\$456.42
United Way of Snohomish Co	43406	9/7/2017	083117	001-000-284-00-00-00	Payroll Liability Other	Employee Contributions		\$130.00
UPS	43407	9/7/2017	74Y42327	001-008-521-20-42-00	LE-Communication	Evidence shipping		\$23.48
			74Y42347	001-008-521-20-42-00	LE-Communication	Evidence shipping		\$38.89
Vantagepoint Transfer Agents - 108991	43408	9/7/2017	083117	001-000-282-00-00-00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution		\$460.44
Vantagepoint Transfer Agents - 307428	43409	9/7/2017	083117	001-000-282-00-00-00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution		\$694.71
Verizon Northwest	43410	9/7/2017	9791547096	001-001-511-60-42-00	Legislative - Communication	Wireless phone services		\$388.99
				001-001-513-10-42-00	Executive - Communication	Wireless phone services		\$52.59
				001-002-513-11-42-00	AD-Communications	Wireless phone services		\$105.18
				001-005-518-10-42-00	HR-Communications	Wireless phone services		\$52.59



Checks to be Approved for 8/18/2017 to 9/7/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Verizon Northwest	43410	9/7/2017	9791547096	001-006-518-80-42-00	IT-Communications	Wireless phone services	\$162.23
				001-007-558-50-42-00	PL-Communication	Wireless phone services	\$197.78
				001-007-559-30-42-00	PB-Communication	Wireless phone services	\$132.69
				001-008-521-20-42-00	LE-Communication	Wireless phone services	\$2,635.71
				001-010-576-80-42-00	PK-Communication	Wireless phone services	\$250.19
				001-013-518-20-42-00	GG-Communication	Wireless phone services	\$55.57
				101-016-543-30-42-00	ST-Communications	Wireless phone services	\$250.19
				410-016-531-10-42-00	SW-Communications	Wireless phone services	\$250.19
WAPRO	43411					Check Total	\$175.00
		9/7/2017	Pugh	001-003-514-20-49-02	CC-Staff Development	WAPRO Fall Conference-Training-K Pugh	\$175.00
Washington Recreation and Park Assn	43412					Check Total	\$205.00
		9/7/2017	2505	001-007-558-50-49-00	PL-Miscellaneous	Membership renewal Oct 2017-2018	\$205.00
Washington State Support Registry	0					Check Total	\$163.50
		9/7/2017	083117	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	\$163.50
Washington Teamsters Welfare Trust EFT	0					Check Total	\$2,471.80
		9/7/2017	083117	001-000-283-00-00-00	Payroll Liability Medical	Teamsters Dental Ins Premiums	\$2,471.80
Washington Tractor	43413					Check Total	\$24,322.11
		9/7/2017	1359531	530-016-594-48-60-00	Purchase Of Capital Equipment	John Deere Tractor	\$24,322.11
Wave Broadband	43414					Check Total	\$967.26
		9/7/2017	03142966	001-002-513-11-42-00	AD-Communications	Telephone Service	\$14.22
				001-003-514-20-42-00	CC-Communications	Telephone Service	\$28.44
				001-004-514-23-42-00	FI-Communications	Telephone Service	\$28.43
				001-005-518-10-42-00	HR-Communications	Telephone Service	\$14.22
				001-006-518-80-42-00	IT-Communications	Telephone Service	\$42.66
				001-007-558-50-42-00	PL-Communication	Telephone Service	\$92.47
				001-007-559-30-42-00	PB-Communication	Telephone Service	\$14.22
				001-008-521-20-42-00	LE-Communication	Telephone Service	\$483.63
				001-012-575-30-42-00	CS-Historical-Communications	Telephone Service Museum	\$14.22
				001-012-575-50-42-00	CS-Community Center - Comm	Telephone Service Senior Ctr	\$14.22
				001-013-518-20-42-00	GG-Communication	Telephone Service	\$56.87
				101-016-543-30-42-00	ST-Communications	Telephone Service Shop	\$81.83
				410-016-531-10-42-00	SW-Communications	Telephone Service Shop	\$81.83



Checks to be Approved for 8/18/2017 to 9/7/2017

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	Check Total	\$650.94
Wave Broadband	43415	9/7/2017	03146976	510-006-518-80-49-00	License Renewal - Annual Maint	Fiber lease for New World Connection		\$650.94
Weed Graafstra & Associates Trust Account	43416	9/7/2017	Steadman	301-016-544-40-41-00	Street Op - P&D - 20th St SE	20th Street SE ROW Acquisition-Steadman		\$20,000.00
West Marine Pro	43417	9/7/2017	4182	001-008-521-21-31-00	LE-Boating Minor Equipment	PFD Flags		\$314.95
		4537	001-008-521-21-31-00	LE-Boating Minor Equipment	Deck Paint for PT45			\$35.08
		5599	001-008-521-21-31-00	LE-Boating Minor Equipment	Binoculars/Skier down flags for PT45 & PT67			\$822.75
Western Conference of Teamsters Pension Trust	43418	9/7/2017	083117	001-000-282-00-00-00	Payroll Liability Retirement	Employee Contributions - Teamster Pension		\$2,965.27
Total								\$622,475.92



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

Tuesday, August 22, 2017

Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 5:47 p.m. by Mayor John Spencer

ELECTED OFFICIALS PRESENT: Councilmembers Kim Daughtry, Gary Petershagen, Kurt Hilt, Todd Welch (6:05 p.m.), Rauchel McDaniel, Marcus Tageant

ELECTED OFFICIALS ABSENT: Councilmember Kathy Holder

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director/City Clerk Barb Stevens, Community Development Director Russ Wright, Cory Nau, Senior Engineer, Police Chief John Dyer, Deputy City Clerk Kathy Pugh,

OTHERS: Washington State Department of Transportation Team Members: John White, Assistant Regional Manager, Cathy George, Engineering Manager, Michael Horntvedt, Parsons/Project Team Transportation Program Manager, Danika Frank; Project Coordinator and Diana Barreto, WSDOT Communications

Call to Order: Mayor Spencer called the meeting to order and requested Council and staff and the Washington State Department of Transportation ("WSDOT") team members introduce themselves.

Mr. White reviewed the history of the SR 9 / SR 204 intersection project, including the goals for the project and the community and stakeholder engagement process. Mr. White reviewed the project timeline noting that in mid-2017 the project is at the point of selecting the preferred alternative. Once the preferred alternative is selected the goal is to have active construction of the project beginning in the early part of 2019.

Mr. White recapped that this project is funded at \$69.5 million dollars. He anticipated that construction would take place during the 2019-2021 time period.

WSDOT is continuing to hold briefing meetings with community groups including the Kiwanis, Lyons Club, Chamber of Commerce, and also private business owner briefings. Additionally a business forum comprised of business owners and tenants surrounding the intersection were invited to a briefing. There have also been three open houses with the most recent being last week.

The Stakeholder Advisory Group ("SAG") and WSDOT have been communicating with each other throughout the process. The intention is to continue with the SAG throughout the process.

Mr. White reviewed that originally there were sixteen alternatives, that were narrowed to five, and now there are two short-listed alternatives. He reviewed the various options that were

considered, and why they were not selected. As WSDOT continued with the public outreach in consideration of the various alternatives, there was a lot of opposition to making the north access road a cul de sac. Also of concern were issues in traffic routing to access SR 204.

It became apparent that by improving the SR 9 / Marketplace intersection and taking the regional traffic out of the SR 9 / SR 204 intersection, the SR 9 / SR 204 intersection meets WSDOT's traffic operations goals for 2040.

The proposal, known as E2B, is to add lanes and capacity on SR 9 beginning south of Market, improve the Market intersection, keep the added capacity from Market through the intersection with SR 204 and allow that traffic to pass under the SR 9 / SR 204 intersection. This proposal also includes adding capacity for better right-in, right-out access to Frontier Village, maintaining the Vernon frontage road, and completing some modest improvements at Vernon and Davies Roads, as well as other modest improvements. Based on the criteria set early on in this project, this alternative meets all of the identified goals and objectives. The cost for this proposal is estimated at just shy of \$60 million, so it is well within the funding level of \$69.5 million.

E2B is the preferred alternative and is unanimously endorsed by SAG. WSDOT is seeking the Council's endorsement this evening. He noted at last week's open house there were 120 attendees by the end of the evening and no negative comments were submitted regarding this alternative. The WSDOT team has actively reached out to business owners and citizens and no significant concerns have been expressed regarding the recommended preferred alternative. Mr. White believes the concerns that have been expressed will be addressed as the project moves forward.

The next step, pending Council's endorsement, is to move forward with the environmental review process including wetland and sensitive area impacts, and right-of-way and construction impacts, as well as stormwater impacts. This will ultimately lead to a design contract.

WSDOT is still looking at some small 2018 construction actions that could be taken ahead of this project. WSDOT is also continuing to work on community engagement strategies that will allow the community to envision the project.

In response to Mayor Spencer's question, Mr. White explained how people traveling east on SR 204 will access northbound SR 9 in the new intersection. He then reviewed how the other accesses to and from SR 9 will operate.

Discussion ensued regarding pedestrian safety, especially due to the proximity of Hillcrest Elementary to the Marketplace intersection improvements. The possibility of returning a free righthand turn from 91st onto SR 204 was discussed, and Mr. Horntvedt explained the complexities of adding a free righthand at this intersection.

There was discussion about the need to understand where the traffic is coming from and going to, and how it impacts the intersection.

Mr. White provided an update on the Interchange Justification Report ("IJR") regarding the westbound U.S. Trestle. Various funding and tolling programs are under review. Mr. White commented the focus is on resolving the east-end access difficulties without creating a problem on I-5 with increased traffic flow from the east. Possible funding approaches are being reviewed

and there is a kickoff meeting scheduled close to Labor Day weekend. The IJR is due to the state legislature in January 2018.

Mr. White and Mr. Horntvedt then responded to Councilmembers' questions regarding the location of the sewer line passing under Highway 9 at approximately Davies and Vernon Roads, and the schedule for resurfacing the westbound lanes of the Trestle.

Following Mr. White's presentation, there was consensus by Council to amend the regular meeting agenda, immediately following this workshop, to add consideration of an endorsement for the preferred alternative presented this evening.

Adjourn:

There being no further business, the meeting was adjourned at 6:35 p.m.

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk



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

Tuesday, August 22, 2017

Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street N.E. Lake Stevens

CALL TO ORDER: 7:00 p.m. by Mayor John Spencer

ELECTED OFFICIALS PRESENT: Councilmembers Kim Daughtry, Gary Petershagen, Kurt Hilt, Todd Welch, Rauchel McDaniel, Marcus Tageant

ELECTED OFFICIALS ABSENT: Councilmember Kathy Holder

STAFF MEMBERS PRESENT: City Administrator Gene Brazel, Finance Director/City Clerk Barb Stevens, Community Development Director Russ Wright, Police Chief John Dyer, Human Resources Director Teri Wright, Senior Engineer Cory Nau, Communications Coordinator Beth Braun, Deputy City Clerk Kathy Pugh, City Attorney Grant Weed,

OTHERS: Shaelynn Charvet Bates, Library Board, Gayle McCurdy and Melissa Ballou, Veterans Commission Appointees

Pledge of Allegiance: Council President Kurt Hilt introduced Charlotte Lamb, a fifth grader at Mt. Pilchuck Elementary, who led the Pledge of Allegiance.

Roll Call: Moved by Councilmember McDaniel, seconded by Councilmember Welch, to excuse Councilmember Holder from the meeting. On vote the motion carried (6-0-0-1).

Approval of Agenda: Council President Hilt said that Action Item G, Approve Interlocal Agreement with Snohomish County re Cavelero Park, is being removed from the agenda at Staff's request. Also, Washington Department of Transportation requested at the Workshop meeting just concluded that the City Council formally endorse the preferred alternative E2B Version 4, so this will be added to the agenda.

Mayor Spencer requested that the Preferred Alternative endorsement be considered ahead of the Consent Agenda.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Daughtry, to approve the agenda as amended. On vote the motion carried (6-0-0-1).

Guest Business/Citizen Comments:

Shaelynn Charvet Bates, Chairperson of the Library Board, spoke on behalf of the Library Board, to convey to the Council that the Board believes a new library facility is desperately needed. She referenced her letter, sent to the Council on behalf of the board, endorsing a new library facility and said it is the Library Board's hope that the City Council will partner with the Library Board and others to promote the need for a new facility.

Sally Jo Sebring, 1023 99th Avenue SE, read a letter that she previously sent to the Lake Stevens Sewer District, stating that she cannot support unification of the Sewer District and City at this time.

Dick Todd, 825 99th Avenue SE, said he is following up on Ms. Sebring's comments and asked what the City is going to do to protect him as a downstream property owner and also protect Stitch Creek.

Council Business:

- Councilmember Daughtry: Economic Development subcommittee, Air Force Band will be at Music on the Lake on July 7, 2018 with three bands.
- Councilmember Petershagen: Sewer District, Planning Commission, Parks subcommittee, ribbon cutting at Boys & Girls Club.
- Councilmember Hilt: Snohomish Health District.
- Councilmember Welch: Administration subcommittee, Library Board, Music on the Lake.
- Councilmember McDaniel: Administration subcommittee, Fire District Commission meeting.
- Councilmember Tageant: Sewer meeting, Boys & Girls Club ribbon cutting, Budget subcommittee, Highway 9/204 meeting.

Mayor's Business: SERS Panel; Trestle financing meetings; Snohomish County Tomorrow ("SCT") annual assembly coming up, all are encouraged to attend, SCT is co-sponsoring the annual assembly with Snohomish County Cities regarding growth management and related concerns.

City Department Report:

- City Administrator Gene Brazel: Thanked Police Department for their support at the Boys & Girls Club ribbon cutting; the Veterans Commission received a \$2,000 grant.
- Community Development Director Russ Wright: Continued project coordination with Public Works as City moves into the budget process and also regarding the new City Hall facility; coordination with Makers regarding Chapel Hill; city-wide Beautification Plan; Senior Planner interviews; Park Board meeting; SCT Planning Advisory Committee.
- Senior Engineer Cory Nau: 2017 Pavement Overlay project update; 24th Street and 91st Street extensions update; aerator removal bids in.
- Police Chief John Dyer: SnoPac/SnoCom consolidation; update on prospective lateral hires; Aquafest; National Night Out; Guns & Hoses Softball raised money for food bank and Police won the game.
- Human Resources Director Teri Smith: Recruitments; Personnel Policies; compensation structure review; Police Guild negotiations. Additionally, city-wide training related to Civility in the Workplace, is underway.
- Finance Director/City Clerk Barb Stevens: Budget; Enterprise Content Management (ECM).

Endorsement WSDOT Preferred Alternative for SR 9 / SR 204 Intersection Improvement:

MOTION: Moved by Councilmember Tageant, seconded by Councilmember McDaniel, to endorse Washington State Department of Transportation Preferred Alternative E2B Version 4 for the intersection improvement at Highway 9 / Highway 204. On vote the motion carried (6-0-0-1).

Consent Agenda:

MOTION: Moved by Councilmember Hilt, seconded by Councilmember Welch, to approve (A) 2017 Vouchers [Payroll Direct Deposits [7/14/17, 7/28/17 and 8/15/17] of \$567,915.89, Payroll Checks 43022-43025 [7/14/17], 43058-43060 [7/28/17] and 43189-43191 [8/15/17] totaling \$15,609.28, Tax Deposits [7/12/17, 7/28/17, 8/15/17] of \$236,865.14, Electronic Funds Transfers (ACH) of \$272,289.36, Claims Check Nos. 43026-43057, 43061-43188, 43192-43305 totaling \$1,040,779.06, Void Check Nos. 43018 and 43028 totaling \$3,396.23, Total Vouchers Approved: \$2,130,062.50], (B) City Council Regular Meeting Minutes of July 11, 2017, (C) City Council Special Meeting Minutes of July 27, 2017, (D) City Council Special Meeting/Retreat Meeting Minutes of July 27, 2017, (E) Interlocal Agreement with Lake Stevens School District re School Resource Officer, (F) Interlocal Agreement with Snohomish County re Drug and Gang Task Force, and (G) Amendment No. 1 to Interlocal Agreement with City of Everett re Police In-Service Training. On vote the motion carried (6-0-0-1).

Action Items:

Confirm Nomination of Gayle McCurdy to Veterans Commission; Administer Oath of Office to Gayle McCurdy and Melissa Ballou: Mayor Spencer said that Ms. McCurdy was previously interviewed for appointment to the Veterans Commission, and reminded that her appointment to the commission was deferred until receipt of her application. The City has now received Ms. McCurdy's application and Mayor Spencer requested that Council confirm Ms. McCurdy's nomination to the Veterans Commission and that she be appointed for a term expiring December 18, 2018.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Welch, to appoint Gayle McCurdy to the Veterans Commission for a term expiring December 31, 2018. On vote the motion carried (6-0-0-1).

Mayor Spencer then administered the oath of office to Gayle McCurdy, and to Melissa Ballou, who was appointed to the Veterans Commission at the July 11, 2017, but was not able to attend that meeting.

Appoint Councilmember Representatives to Veterans Commission: Council President Hilt said he has heard from Councilmembers Tageant and Daughtry that they are interested in serving an initial one-year term on the Veterans Commission, and he is also interested in an appointment to the Veterans Commission. His recommendation is that he, and Councilmembers Tageant and Daughtry be appointed to the Veterans Commission. These terms would expire December 31, 2017.

MOTION: Moved by Councilmember Welch, seconded by Councilmember McDaniel, to appoint Councilmembers Tageant, Daughtry and Hilt to the Veterans Commission for terms expiring December 31, 2017. On vote the motion carried (6-0-0-1).

Approve Order for Internet and Phone Services for Police Department with WAVE Business Solutions, LLC:

Approve Dark Fiber Order for Police and Public Works Departments with WAVE Business Solutions, LLC:

IT Manager Troy Stevens presented the staff reports and said that these two items are interconnected. Council's approval of these two orders will allow for WAVE to complete the

fiber build out to the Public Works Shop and provide a new dark fiber connection from the Lake Stevens Police Department which will also be carried over to the remodeled Public Works facility. Approval of these two orders now will allow WAVE to begin the buildout of these services for installation in 2018. He then invited Councilmembers' questions and there were none.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to approve the order for Internet Phone Services for Police Department with WAVE Business Solutions, LLC. On vote the motion carried (6-0-0-1).

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to approve the new lease agreement between the City of Lake Stevens and Wave Broadband for a 36-month term. On vote the motion carried (6-0-0-1).

Approve Resolution 2017-13 Authorizing Purchase of Three Public Works Vehicles Under Special Market Conditions: Senior Engineer Cory Nau presented the staff report and said with the increased staffing levels in Public Works there was a need for additional vehicles. Snohomish County PUD surplussed three vehicles that the City was able to purchase for very favorable prices. Because these vehicles were purchased under special market conditions, the Council is required to approve their purchase by resolution. He then responded to Councilmembers' questions.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to approve Resolution 2017-13 Authorizing the Purchase of Three Used Vehicles from Snohomish County Public Utility District Under Special Market Conditions. On vote the motion carried (6-0-0-1).

Authorize Supplemental Agreement No. 1 with AquaTechnex for Aluminum Sulfate Treatment Program: Engineer Nau presented the staff report and said that in 2016 the City awarded a four-year contract to AquaTechnex for the treatment of aluminum sulfate in the lake. This is the second year of the contract and Council approval of Supplemental Agreement No. 1 is required. Previous treatments and outreach by AquaTechnex have been very successful. He then invited Councilmembers' questions.

Responding to Councilmember Petershagen's question, Engineer Nau said that Snohomish County contributes the sampling and monitoring of the application, and Director Stevens added that Snohomish County does contribute financially and it is invoiced at 12.8%, which is the County's percentage of the shoreline.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Daughtry, to authorize the Mayor to sign Supplemental Agreement No. 1 with AquaTechnex for the Aluminum Sulfate Treatment Program for an amount of \$92,300.00 and authorize a management reserve of \$3,000.00. On vote the motion carried (6-0-0-1).

Approve Ordinance No. 1000, Amending Lake Stevens Municipal Code Section 10.03 re Vaping: Community Development Director Russ Wright presented the staff report and said that LSCM 10.03.155 already prohibits smoking in public parks, and that approval of Ordinance No. 1000 will extend that prohibition to vaping and vapor products. Snohomish Health District recently adopted a similar ordinance, and works to enforce smoking regulations throughout the county. The Health District has reached out to the cities to do the same. He then invited Councilmembers' questions and there were none.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember McDaniel, to approve Ordinance No. 1000 amending LSMC 10.03.020 entitled "Definitions," adding a new section 10.03.157 entitled "Vaping Prohibited," establish an effective date, providing for summary publication and providing severability. On vote the motion carried (6-0-0-1).

Approve (Supplemental) Resolution 2017-14 re Nourse Development Agreement No. 2:

Director Wright presented the staff report and said that after Council's action approving Amendment No. 2, but prior to recording of the Development Agreement Amendment, KR9-N9, LLC became the sole owner of the property. The Lake Stevens Municipal Code provides that minor changes to development agreements may be approved administratively. Because KR9-N9 had an ownership interest at the time Amendment No. 2 to the Development Agreement was approved, and now has sole ownership of the properties, it has been determined that this is a minor modification that does not require reprocessing or a new action. There are no other changes to the Development Agreement. Director Wright then invited Councilmembers' questions and there were none.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Hilt, to adopt Supplemental Resolution 2017-14 related to the Nourse Development Agreement Amendment No. 2 (LUA2017-0096) to recognize current ownership. On vote the motion carried (6-0-0-1).

Approve Resolution 2017-15 Acknowledging Receipt of a Letter of Intent to Proceed with Proposed Annexation Commonly Known as the Machias Industrial Annexation: Director Wright presented the staff report and said that approval of this resolution will set the process for the pursuit of a 60% petition for annexation of the area known as the Machias Road Industrial area. This area is part of the City's previously approved annexation strategy. He then invited Councilmembers' questions and there were none.

MOTION: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to accept the 10 percent annexation petition and authorize the pursuit of a 60 percent petition for the Machias Road Industrial Annexation pursuant to Resolution 2017-15, and further recommend that the City require the simultaneous adoption of land use and zoning designations and require the simultaneous assumption of all existing City indebtedness. On vote the motion carried (6-0-0-1).

Approve Ordinance 999 Amending 2017 Budget: Finance Director Stevens presented the staff report. She said this is the second reading of this ordinance, which was first read on July 11, 2017. She reviewed the changes made to the proposed amendment since the first reading and then invited Councilmembers' questions. There were no questions.

MOTION: Moved by Councilmember Hilt, seconded by Councilmember Welch, to approve Ordinance No. 999 Amending Budget Ordinance Nos. 975 and 988, and including changes to organizational chart. On vote the motion carried (6-0-0-1).

Approve Utility Agreement with Snohomish County PUD: City Administrator Gene Brazel presented the staff report and said this agreement sets standards for signage that can be hung on PUD utility poles. There is no additional cost associated with this agreement. He then invited Councilmembers' questions and there were none.

MOTION: Moved by Councilmember Welch, seconded by Councilmember McDaniel, to authorize the Mayor to enter into the Municipality Street Lighting Contract with Snohomish County Public Utility District. On vote the motion carried (6-0-0-1).

Approve Resolution 2017-12 re Sewer District Unification: Administrator Brazel presented the staff report and said approval of this resolution begins the process of unifying City and Sewer District services by setting out the initial steps and timeline to begin the process. This was previously discussed by Council in January 2017, and Lake Stevens Sewer District adopted a similar resolution at their July 13, 2107 meeting.

Mayor Spencer briefly reviewed the process and invited Council discussion.

In response to Councilmember Welch's question as to why the long five to seven year timeline, Mayor Spencer responded that the proposed timeline provides time for both the City and District to deal with necessary changes that will need to occur, and also it meets citizens' comfort levels. This unification is a matter of governance and not something that needs to be rushed into.

Councilmember Tageant commented the timeframe for unification could be accelerated if both sides are agreeable.

MOTION: Moved by Councilmember Welch, seconded by Councilmember Hilt, to approve Resolution 2017-12, a resolution of the City of Lake Stevens, Washington, identifying certain steps to be undertaken between Lake Stevens Sewer District and the City of Lake Stevens related to the Unified Sewer Services and Annexation Agreement. On vote the motion carried (6-0-0-1).

Discussion Item:

Interlocal Agreement with Marysville re Soper Hill: Director Wright presented the staff report and reviewed that this proposal, by Marysville, is to open up two access roads onto Soper Hill Road, specifically 83rd and 87th. Discussions between Marysville and Lake Stevens have included the area of influence, preliminary design of the intersections, and cost sharing, construction and future maintenance responsibilities. The big points in the interlocal agreement that Marysville and Lake Stevens are close to agreeing on include setting the parameters and each city's designees for participation, the effective date, and what the project descriptions look like. Marysville will be the applicant for at least 83rd, and would like 87th to be built by a private developer at a future date when the need arises. Director Wright said that eventually the intersections would be turned over to Lake Stevens and become part of Lake Stevens' street network. Smaller issues still to be worked out include insurance and indemnification.

Director Wright commented that one of the big issues remaining is who is going to be the permitting authority. Marysville would like to be, but the Council has previously indicated Lake Stevens should retain its permitting authority. There is also a question of which City's design standards to use. Director Wright believes that as the affected city, Lake Stevens' standards and regulations should apply, as well as Lake Stevens being the SEPA lead.

Another pending large issue is whether impact fees should be assessed. Director Wright noted that under this agreement the City will be accepting additional traffic and a decision needs to be made as to whether the City wants to collect impact fees, or is the City okay not collecting impact fees, knowing that Marysville will also be accepting some additional traffic

Director Wright is requesting Council direction on whether they want Lake Stevens to retain the design and permitting authority, and whether Lake Stevens will assess any kind of impact fees.

Responding to Councilmember Tageant's question, Director Wright said that Marysville's and Lake Stevens' design standards are almost identical.

Councilmember Welch said that if Lake Stevens is ultimately responsible for the roads, then Lake Stevens standards should be utilized.

Councilmember Hilt agreed with Councilmember Welch's comments and noted that a lot of the area identifies with Lake Stevens; he believes Lake Stevens should retain full permitting authority and also ask for impact fees.

Councilmember Daughtry noted that development at 87th is being set up as commercial development and that any resulting sales tax will go directly to Marysville.

Mayor Spencer said that if Council has any additional thoughts to please communicate them to both himself and Director Wright.

Executive Session: Mayor Spencer announced an executive session beginning at 8:05 p.m. and lasting 25 minutes for the purpose of discussing collective bargaining negotiations and potential real estate sales, with no action to follow.

At 8:25 p.m. City Attorney Weed announced the executive session was being extended by 20 minutes and would end at 8:45 p.m.

At 8:47 p.m. the regular meeting of the City Council was reconvened.

Study Session: None.

Adjourn:

Moved by Councilmember Tageant, seconded by Councilmember Hilt to adjourn the meeting at 8:47 p.m. On vote the motion carried (6-0-0-1).

John Spencer, Mayor

Kathy Pugh, Deputy City Clerk



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: September 12, 2017

Subject: Nourse Settlement Agreement

Contact Person/Department: Russ Wright, Community Development Director

Budget Impact: Recoup attorney fees

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

1. Authorize mayor to sign the settlement agreement between the city and KR9-N9, LLC.

SUMMARY: The City Council held an open-record public hearing addressing Amendment No. 2 to the Nourse Development Agreement on June 13, 2017. City Council adopted Amendment No. 2 (Resolution 2017-011) on June 27, 2017 after a full consideration of the record and public comment. Council adopted a supplemental resolution on August 22, 2017 to recognize updated ownership information and document formatting – all terms of Council’s approved agreement remain.

As part of the review process for the Nourse Development Agreement, the city negotiated voluntary changes to the agreement through a dispute resolution process. The city also negotiated a settlement agreement with the owners that was finalized after Council’s last action. The final settlement agreement (Exhibit 1) covers the following primary topics:

1. Effective date of the settlement agreement, dispute resolution and Amendment No. 2,
2. Release of claims and indemnification against the city by the current or past owners,
3. Collection and reimbursement of city legal fees,
4. Establishing an authority to sign,
5. No admission of liability clause,
6. Structural and technical elements associated with the entire agreement, and
7. Full acknowledgement of the terms of the settlement agreement and Amendment No. 2.

APPLICABLE CITY POLICIES: LSMC 14.16C.055 Development Agreements

BUDGET IMPACT: None.

EXHIBITS:

Exhibit 1 – Settlement Agreement

Exhibit 1

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this _____ day of _____, 2017 between the City of Lake Stevens, Washington, a Washington Municipal Corporation ("City"), and KR-N9, LLC, a Washington limited liability company ("Owners"), as the successors and assigns of L 116-1 Nourse LLC. "Owners" also include any successors and assigns of KR-N9 LLC.

RECITALS

- A. A dispute developed between City and Owners concerning a DEVELOPMENT AGREEMENT (dated April 25, 2007) and AMENDMENT 1 (dated July 13, 2011). The dispute involved, *inter alia*, issues such as whether work had begun and if the DEVELOPMENT AGREEMENT as amended had expired, or vested rights existed (the "dispute").
- B. Owners invoked the dispute resolution provisions of the DEVELOPMENT AGREEMENT;
- C. City issued an Administrative Interpretation on April 25, 2017;
- D. City and Owners have negotiated an Amendment No. 2 to the Development Agreement, recorded for the Nourse property under Snohomish County Auditor File #200706140102 DEVELOPMENT AGREEMENT Nourse Property (CUP 2006-1) ("AMENDMENT 2");
- E. The Lake Stevens City Council, after a public hearing approved Amendment No. 2 on June 27, 2017;
- F. Gray 1 Washington, LLC, a Delaware Limited Liability Company, has conveyed its interest in the property and the development to KR-N9, LLC;
- G. The Lake Stevens City Council approved a supplemental resolution on August 22, 2017 to recognize updated project ownership; and
- H. City and Owners wish to provide for concluding the dispute resolution conditioned on AMENDMENT 2 being fully effective and not subject to any appeal.

NOW, THEREFORE, City and Owners agree as follows:

1. Effective date. This Agreement shall become effective when AMENDMENT 2 is fully effective, not subject to further appeal and is final, and this Settlement Agreement including the release of claims in 4 below is signed by Owners and delivered to City.
2. Withdrawal of request for dispute resolution. On the effective date, Owners withdraw their request for dispute resolution under paragraph 12 of the DEVELOPMENT AGREEMENT.
3. Ratification. On the effective date, Owners and City ratify and confirm the terms of the DEVELOPMENT AGREEMENT, and AMENDMENT 1 all as amended by AMENDMENT 2.
4. Release of claims. Owners hereby release, covenant not to sue, waive, and fully and forever discharge the City from any and all "Released Claims." "Released Claims" means any claim, demand, cause of action, action, rights, liabilities, damages, and/or attorney's fees or costs at law or in equity or otherwise, fixed or contingent, direct or indirect, known or unknown, that the Owners now own or hold and/or have at any time heretofore owned or held against the City which arise out of the dispute described above, or which is based upon any fact, act, omission, cause, or matter occurring or arising out of negotiation of AMENDMENT 2, or that relates to or arises from the Administrative Interpretation described above. "Released Claims" also includes claims for monetary or equitable relief; and/or claims for costs, expenses, attorneys' fees, or any other charges. This release extends to and inures to the benefit of the City, and to its past and present councilmembers, elected and/or appointed officials, officers, directors, staff members, employees, and agents or consultants. This

release binds the Owners and their heirs, survivors, related parties, legatees, executors, personal representatives, receivers, trustees, insurers, future marital communities, successors, subrogees, transferees, assigns, agents, and employees.

5. **Indemnity.** Owners, KR-N9, LLC hereby defend, indemnify and agree to hold City harmless for or on account of any claim by Gray 1 Washington, LLC with respect to the Property, the Development Agreement and its amendments and the dispute and to be fully responsible for any claim by Gray 1 Washington, LLC.
6. **Legal fees and costs.** Owners agree to reimburse City for legal fees and costs in responding to the dispute and negotiating a settlement of the issues in the amount of \$14,000. Reimbursement shall be made within thirty days of the effective date.
7. **Authority.** The persons signing this Agreement represent and warrant that they have the full right, power, and authority to enter into the Settlement Agreement and the Release contained herein, to bind the party on behalf of whom they are signing, and to grant the benefits they assert in the Settlement Agreement.
8. **No Admission.** Execution of this Settlement Agreement shall not be construed as an admission of liability or lack of liability on the part of any of the parties hereto.
9. **Entire Agreement.** This Settlement Agreement and Amendment No. 2 constitutes the entire agreement between the parties and supersedes all prior discussions and negotiations.
10. **Modification.** This Settlement Agreement may be modified only by a written agreement signed by the parties hereto.
11. **Choice of Law.** The interpretation and enforcement of this Settlement Agreement shall be governed by the laws of the State of Washington; further, the parties agree to be subject to the jurisdiction of the State of Washington and that venue of any action shall lie in Snohomish County, Washington.
12. **Purpose and Construction of Agreement.** This Settlement Agreement is intended strictly for the purpose of compromising disputed claims and avoiding the expense and risks of litigation. It is not, and shall not be, construed or characterized as an admission of liability or wrongdoing on the part of any party.
13. **Full and Independent Knowledge.** Each party represents and agrees that such party has discussed thoroughly all aspects of this Settlement Agreement with that party's attorneys, that each party has read and fully understands all provisions of this Settlement Agreement, and that each party is voluntarily entering into this Settlement Agreement.

Dated: _____

"City"

City of Lake Stevens, Washington

By: _____

Mayor

Dated: _____

"Owners"

KR-N9, LLC, a Washington limited liability company,

By: _____

Authorized Representative



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: September 12, 2017

Subject: Updated ILA between the Lake Stevens Fire District No. 8 and the City of Lake Stevens

Contact	Budget	Revenue
Person/Department: <u>Gene Brazel, City Administrator</u>	Impact:	<u>Reduction</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Move to approve and authorize Mayor to sign updated ILA between the Lake Stevens Fire District No. 8 and the City of Lake Stevens for Information Services Technical Support

SUMMARY/BACKGROUND:

In 2007 the City and Fire District entered into an ILA to share Information Services personnel and specifically, for the City to provide daily support to the Fire District. As both the City and the Fire District have grown, the Fire District has decided to move to a contract vendor to provide daily Information Services support and use the City as emergency backup. Because the existing agreement has been beneficial to both parties, the City and Fire District worked together to update the existing ILA to reflect the new roles and responsibilities.

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: This change will result in a revenue loss to the City but provide for much needed reestablished IT hours dedicated to City operations.

ATTACHMENTS:

- Exhibit A: Interlocal Agreement

INTERLOCAL AGREEMENT
BETWEEN
THE LAKE STEVENS FIRE DISTRICT NO. 8
AND
THE CITY OF LAKE STEVENS
FOR INFORMATION SERVICES TECHNICAL SUPPORT

THIS AGREEMENT is made and entered into this _____ day _____ of 2017 by and between the LAKE STEVENS FIRE DISTRICT NO. 8, hereinafter referred to as "Fire District," and the CITY OF LAKE STEVENS, hereinafter referred to as "the City," both of which are municipal corporations located in and existing under the laws of the State of Washington.

WHEREAS, The Fire District requires backup support for Information Services;

WHEREAS, the City has the staffing and expertise to provide backup support for Information Services; and

WHEREAS, each party has concluded that having the City provide backup support to the Fire District's contracted Information Services provider is of mutual benefit to both parties.

NOW, THEREFORE, it is mutually agreed as follows:

1. **PURPOSE.** The purpose of this agreement is to set forth the mutual obligations and rights of the City and Fire District with respect to backup services of Information Services technical support and personnel provided by the City as described in paragraphs 3 and 4. In the event the Fire District suspends or loses daily support from their Information Services contract vendor or in the event of an emergency where the Fire District's vendor cannot physically report to the location to preform work in no more than four (4) hours or conduct work remotely in no more than two (2) hours, Fire District will contact the City to request additional services.

An emergency shall be defined as any situation that substantially impairs the Fire District's ability to operate effectively in providing services.

2. **DURATION.** This Agreement shall become effective on October 1, 2017 and shall remain in effect until December 31, 2019. This agreement may be renewed annually by mutual written consent. Either party shall have the right to terminate this agreement at anytime upon the giving of one hundred eighty (180) days' written notice, or with shorter notice by mutual consent.

3. **ORGANIZATION.** The City will employ, at its expense, an Information Technology Manager and other Information Technology personnel. In addition to duties and services provided primarily to the City, the Information Technology Manager, or designee(s), will provide backup services to the Fire District as set out in paragraph 4 of this agreement. When the services are for Fire District, the Information Technology Manager, or designee(s) will

report directly to the Fire Chief of Fire District.

In the event the City is unable to perform the backup work due to staffing shortages, the City shall make reasonable efforts to hire a qualified replacement personnel dependent on budgetary approval. In the event of staffing shortages, the City shall notify the Fire District as soon as practical and the obligation of the City to provide backup services shall be suspended and the obligation of Fire District to make payment under paragraph 5(a) and (b) shall be suspended.

4. SERVICES. With the assistance of outside vendors as may be needed, the City will provide the following backup services to Fire District when requested by the District in writing:

- a. Desktop support;
- b. Telecommunications support;
- c. Internet access and Firewall support;
- d. Server and Network support;
- e. Computer and Account management support;
- f. Backup and Recovery support;
- g. Remote access support;
- h. Budget advisement;
- i. Additional services as needed.

At its expense, Fire District will acquire and pay for hardware, software and outside vendor services as needed to accomplish the purposes of this agreement.

5. PAYMENT AND HOURS

a. At the written request of the District, the City will provide Fire District with up to twenty (20) hours a week at the fully burdened rate of the IT Manager or other IT employee performing services for the District as listed in paragraph 4.

b. The City shall bill Fire District at least quarterly when services have been provided under subsection (a) of this paragraph.

c. Fire District will pay the City within 20 days of receipt of invoice.

d. The Information Technology Manager will document work performed and maintain current to-date hours expended with each billing.

e. Regular working hours will be between 7:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays as scheduled by the City.

f. Working hours outside of paragraph 5.e will be charged at the overtime rate of 1.5 times the regular fully burdened rate with a minimum of 3-hour call-out time.

6. LEGAL RELATIONS. The City and the Fire District shall remain responsible for any and all public facilities within and under their respective jurisdictions. No liability shall attach to either jurisdiction by reason of entering into this Interlocal Agreement except as expressly provided in this agreement.

7. HOLD HARMLESS AND INDEMNIFICATION.

a. Fire District shall indemnify and hold harmless the City, its officers, elected officials, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the Fire District, its officers, agents and employees, or any of them, in performing services pursuant to this agreement, to the extent of Fire District's negligence.

In the event that any suit based upon such a claim, action, loss or damages is brought against the City, Fire District shall defend the same as its sole cost and expense; provided, that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City, its officers, elected officials agents and employees, or any of them, or jointly against the City and Fire District and their respective officers, elected officials, agents and employees, or any of them, Fire District shall satisfy the same, to the extent of Fire District's negligence.

b. The City shall indemnify and hold harmless Fire District, its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, elected officials, agents and employees, or any of them, to the extent of the City's negligence.

In the event any suit based upon such a claim, action, loss or damages is brought against Fire District, the City shall defend the same as its sole cost and expense; provided that Fire District retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against Fire District, and its officers, elected officials agents and employees, or any of them, or jointly against Fire District and the City and their respective officers, agents and employees, or any of them, the City shall satisfy the same, to the extent of the City's negligence.

Provided, however, it is specifically agreed and understood that while in the course of performing services for the Fire District the Information Technology Manager, or designee(s) shall report to the Fire District Chief and, as such, Fire District agrees to save, hold harmless and indemnify the City, its officers, elected officials agents and employees from and against any and all claims, costs, causes of action or damages arising out of negligent provision of services performed on behalf of or at the request of Fire District by the City's employees. The indemnification provided in this paragraph shall not apply to acts or omissions of the City's employees that are found to be grossly negligent.

8. **INDUSTRIAL INSURANCE.** the City of Lake Stevens shall be fully responsible for coverage and payment of premiums for said employees under the Industrial Insurance Act for all services provided to both parties of this agreement.

9. MISCELLANEOUS.

a. **No Separate Entity Created.** This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation.

b. Property Ownership. This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by either the Fire District or the City to enable it to perform the services required under this Agreement, shall remain the property of the acquiring entity in the event of the termination of this agreement.

c. Administration. This Agreement shall be administered jointly by the chief officers of the respective Parties.

d. Benefits. This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

e. Assignment. District shall not assign its rights under this Agreement without the prior written consent of City.

f. Entire Agreement/Modification. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations or discussions with respect thereto. This Agreement may be amended or modified by written instrument signed by the Parties.

g. Publication on Website. This Agreement shall either be filed with the County Auditor or listed on each party's website in compliance with RCW 39.34.040. The failure to correctly list this Agreement shall not nullify any term of this Agreement.

h. Notice. All communications regarding this Agreement shall be sent to the parties at the parties regular business address unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by first class or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

Notices shall be sent as follows:

To the City:

City of Lake Stevens
Attn: City Clerk
1812 Main Street (Physical Address)
Post Office Box 257
Lake Stevens, WA 98258

To the Fire District:

Lake Stevens Fire District No. 8
Attn: Fire Chief
1825 South Lake Stevens Road
Lake Stevens, WA 98258

i. Agency Relationship. Nothing in the agreement shall be construed to establish an employer-employee relationship between City staff and the Fire District.

10. Public Records. The provision of backup technical support services does not create any relationship regarding retention and maintenance of Fire District Records. All public records requests pertaining to Fire District Records shall be the sole responsibility of the Fire District. The Fire District shall hold the City harmless and indemnify the City for any action against the City that may arise under this section.

11. **Authority.** By signing this agreement the Fire District grants the City permission to access its network within the terms outlined above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF LAKE STEVENS

LAKE STEVENS FIRE DISTRICT

John Spencer, Mayor

Kevin K. O'Brien, Fire Chief

ATTEST:

Kathleen Pugh, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Grant Weed, City Attorney



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: September 12, 2017

Subject: Civil Service Commission Appointment and Oath of Office

Contact

Person/Department: Mayor Spencer

Budget

Impact: N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Confirm the nomination and appointment of Amanda Adamik to Position 1 of the Civil Service Commission with an appointment expiring July 1, 2021 and James Duffy to Position 3 of the Civil Service Commission with an appointment expiring July 1, 2023.

SUMMARY/BACKGROUND: On August 29, 2017 Amanda Adamik and James Duffy were interviewed for a vacancy on the Civil Service Commission by myself, Civil Service Commissioner Chairperson Jim Palmer, Police Chief John Dyer and Human Resources Director/Civil Service Secretary Teri Smith. It was agreed by all interviewers that both candidates have excellent qualifications and experience to support appointment to the Civil Service Commission. Their applications are attached. After careful deliberation Commissioner Palmer, who has served on the Civil Service Commission since September 2011, graciously accepted an emeritus appointment to the commission to allow for the nomination and appointment of Ms. Adamik and Mr. Duffy to the Civil Service Commission. Both Ms. Adamik and Mr. Duffy have successfully completed the Washington State Patrol background check. At this time Mayor Spencer nominates for appointment Amanda Adamik to Position 3 of the Civil Service Commission, for an appointment that expires July 1, 2021 and James Duffy to Position 1 of the Civil Service Commission for an appointment that expires July 1, 2023.

BUDGET IMPACT: N/A

ATTACHMENTS:

1. Amanda Adamik Application
2. James Duffy Application

APPLICATION FOR MEMBERSHIP:

(Fillable Form OR Print Form and Hand Print Responses – Attach Resume if Desired)

Civil Service Commission
Board/Commission Being Applied ForNAME: Amanda AdamikDATE: 06/15/16ADDRESS: 2505 88th Dr NeHOME PHONE: 2064093610CITY/ZIP: Lake Stevens 98258WORK PHONE: 2064093610EMAIL ADDRESS: aadamik@comcast.netCELL PHONE: 2064093610Are you a City resident? yesIf yes, how long? 11 yearsAre you a registered voter? yesFor Civil Service Commission **ONLY**: Political Affiliation: Conservative

(Required per LSMC §2.68.020 C: At the time of appointment, not more than two civil service commissioners shall be adherents of the same party.)

NAME/ADDRESS OF EMPLOYER (and type of business): Everett Clinic/ Medical clinicEDUCATIONAL BACKGROUND (including year graduated and degrees): 1998- High school diploma
1999-2001 attended Edmonds community college (no degree)PROFESSIONAL EXPERIENCE: I have had over 20 years of customer service experience and 10+ years as a manager. One of which was in a bank managing several hundred thousands of dollars and multiple employees every day. Working in the medical field requires me to make split second decisions on occasion that may impact a patients health and well being.ORGANIZED AFFILIATIONS: Current member of my HOA board. Volunteered on several occasions for Northwest Harvest and Habitat for humanity.WHY ARE YOU SEEKING APPOINTMENT? I come from a family with a law enforcement background and it has always been an area that interests me. From the age of 13-18 I was actively involved in the Seattle Police Explorers. Being an active community and part of my neighborhoods HOA I think it is important to know what is going on with in your community and make sure that we are consistent and holding our officers to a high standardWHAT QUALITIES DO YOU POSSESS THAT WOULD ENABLE YOU TO FULFILL THE POSITION? Honest, hardworking and organized. Excellent communication skills, professional and a problem solver.Please return completed application to:City of Lake Stevens
Attn: Deputy City Clerk
1812 Main Street, P.O. Box 257
Lake Stevens, WA 98258
OR: deputyclerk@lakestevenswa.gov
425.334.1012

Amanda Adamik

Signature

RECEIVED

AUG 07 2017

CITY OF LAKE STEVENS



APPLICATION FOR MEMBERSHIP:

(Fillable Form OR Print Form and Hand Print Responses - Attach Resume if Desired)

CIVIL SERVICE COMMISSION
Board/Commission Being Applied ForNAME: JAMES P. DUFFYADDRESS: 10810 1ST PL. N.E.CITY/ZIP: LAKE STEVENS / 98258EMAIL ADDRESS: jduddy216@comcast.netAre you a City resident? YESDATE: 8-6-17

HOME PHONE: _____

WORK PHONE: 425-257-8442CELL PHONE: 425-330-3368If yes, how long? 15 YEARSAre you a registered voter? YESFor Civil Service Commission ONLY: Political Affiliation: NONE

(Required per LSCMC §2.68.020 C: At the time of appointment, not more than two civil service commissioners shall be adherents of the same party.)

CITY OF EVERETT

NAME/ADDRESS OF EMPLOYER (and type of business): 2930 WETMORE AVE EVERETT, WA 98201EDUCATIONAL BACKGROUND (including year graduated and degrees): EVERETT HIGH SCHOOL (1977)
EVERETT COMMUNITY COLLEGE 1977-78 (NO DEGREE)PROFESSIONAL EXPERIENCE: 36 YEARS TOTAL AS A POLICE OFFICER FOR THE CITY OF EVERETT. STARTED AS A RESERVE & FULLTIME OFFICER SINCE 1985. CURRENTLY A LIEUTENANT IN INVESTIGATIONS.ORGANIZED AFFILIATIONS: EVERETT POLICE MANAGEMENT ASSOCIATION (EPMA)WHY ARE YOU SEEKING APPOINTMENT? I UNDERSTAND THERE IS A NEED & I WOULD LIKE TO USE MY TRAINING & EXPERIENCE TO ASSIST OUR COMMUNITY. I WOULD BE HONORED TO ASSIST.WHAT QUALITIES DO YOU POSSESS THAT WOULD ENABLE YOU TO FULFILL THE POSITION? I HAVE SIGNIFICANT LAW ENFORCEMENT EXPERIENCE IN A VARIETY OF CAPACITIES, INCLUDING UNION RELATED ISSUES. I SERVED THREE YEARS AS VICE-PRESIDENT OF THE EPMA.


Signature

Please return completed application to:

City of Lake Stevens
Attn: Deputy City Clerk
1812 Main Street, P.O. Box 257
Lake Stevens, WA 98258
OR: deputyclerk@lakestevenswa.gov
425.334.1012



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: Agenda 12 September 17

Subject: Aerator Removal Small Public Works Contract

Contact Person/Department:	Eric Durpos Public Works	Budget Impact:	<u>\$51,313.68</u>
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RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Small Public Works Contract Agreement with Associated Underwater Services, Inc. for an amount not to exceed \$51, 313.68 to perform removal of the Aerator and supply line.

SUMMARY/BACKGROUND: In the early 1990's the County installed an aerator system in Lake Stevens for the purpose of controlling phosphorus loadings generated from the sediment. In 2007 the aerator became part of the City inventory and the City assumed responsibility for its maintenance. By 2012 the aerator system stopped functioning and the City and County elected to use aluminum sulfate (Alum) treatment to control the phosphorus loadings. A decision was made at that time that if the Alum proved to be effective the aerator would be considered for future removal after 5 years.

After three years of Alum treatment (end of 2015) a study was performed on the results of these treatments (released in early 2016). The outcome was that the health of the lake is improving and the lake is considered to be in a safe and healthy condition.

Based on these findings it appears the aerator is no longer needed and can be removed. The services provided under this contract are for the removal of the Aerator and supply line with Associated Underwater Services, Inc. Associated Underwater Services has confirmed that part of pipe will be salvaged and repurposed from this removal, saving the City a substantial disposal fee and associated costs.

BUDGET IMPACT: 540-016-531-20-48-00

ATTACHMENTS:

- Small Public Works Contract
- Bid Documents

SMALL PUBLIC WORKS CONTRACT

THIS SMALL PUBLIC WORKS CONTRACT ("Contract") is made and entered into this _____ day of September, 2017, by and between the City of Lake Stevens, Washington, a Washington State municipal corporation ("City"), and Associated Underwater Services, Inc., a Washington corporation; licensed to do business in Washington State ("Contractor").

WHEREAS, the City desires to accomplish certain public works entitled Aerator Removal having an estimated cost \$300,000 or less; and

WHEREAS, the City solicited written Bid Proposals for the Project; and

WHEREAS, the City received and reviewed written Bid Proposals for the Project, and has determined that Contractor is the lowest responsible bidder; and

WHEREAS, the Contractor and the City desire to enter into this Contract for the Project in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the terms, conditions and agreements contained herein, the City and Contractor agree as follows:

1. Scope of Work—the Project.

The Contractor shall perform the removal of the aerator and supply line in accordance with the attached specifications and scope of work.

2. Contract Documents.

The following documents are incorporated into the Contract by this reference:

- A. Plans and record drawings of original installation
- B. Scope of Work.
- C. Proposal/Bid Submittal (attached).
- D. 2016 or _____ Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) ("Standard Specifications") (referenced but not attached).
- E. WSDOT Amendments to the Standard Specifications (referenced but not attached).
- F. 2010 APWA Supplement General Special Provisions (referenced but not attached).
- G. City of Lake Stevens Engineering Standards (referenced but not attached).

H. Addenda (if any).

I. Payment and Performance Bond (attached).

J. Retainage Bond (attached) (optional-see Section 5).

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

3. Commencement of Work.

Work shall not proceed under this Contract until the Contractor has met the following conditions:

- A. Contract has been signed and fully executed by the parties.
- B. The Contractor has provided the City with the certificates of insurance required under Section 22.
- C. The Contractor has obtained a City of Lake Stevens Business License.
- D. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

4. Time is of the Essence/Liquidated Damages.

Time is of the essence in the performance of this Contract. The Contractor shall diligently pursue the Project work to physical completion by the date specified in Section 1. If said work is not completed within the time specified, the Contractor agrees to pay the City as liquidated damages the sum set forth in Section 1-08.9 of the Standard Specifications for each and every calendar day said work remains uncompleted after expiration of the specified time.

5. Payment for Project.

- A. Total Contract Sum for Project. Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed \$51,313.68 (Fifty one thousand, three hundred thirteen dollars and sixty eight cents) in accordance with the bid price in the bid Proposal or proposal price in the Proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

B. Payments shall be for Performance of Project Work. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

C. Right to Withhold Payments if Work is Unsatisfactory. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

D. Payments. Subject to F below, progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

E. Payments for Alterations and/or Additions. Requests for change orders and/or payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the change order process set forth in Section 1-04.4 of the Standard Specifications.

F. Final Payment. Pursuant to RCW Chapter 60.28, a sum equal to five percent (5%) of the monies earned by the Contractor will be retained from payments made by the City to the Contractor under this Contract. This retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to RCW Title 82 and (2) the claims of any person arising under the Contract.

Monies retained under the provisions of RCW Chapter 60.28 shall, at the option of the Contractor, be:

1. Retained in a fund by the City; or
2. Deposited by the City in an escrow (interest-bearing) account in a bank, mutual savings bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of the City and are not to be allowed to be withdrawn without the City's written authorization. The City will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Contractor as the interest accrues.

At or before the time the Contract is executed, the Contractor shall designate the option desired. The Contractor in choosing option (2) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. The City may also, at its option, accept a bond in lieu of retainage.

Release of the retainage will be made sixty (60) calendar days following the Final Acceptance of the Project provided the following conditions are met:

1. A release has been obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).

3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.

4. Washington State Department of Labor and Industries (per Section 1-07.10 of the Standard Specifications) shows the Contractor is current with payments of industrial insurance and medical premiums.

5. All claims, as provided by law, filed against the retainage have been resolved.

6. If requested by the City, the Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

G. Final Acceptance. Final Acceptance of the Project occurs when the Public Works Director has determined that the Project is one hundred percent (100%) complete and has been constructed in accordance with the Plans and Specifications.

H. Payment in the Event of Termination. In the event this Contract is terminated by either party, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of Contractor performing the work, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all reasonable legal expenses and costs incurred by the City to protect the rights and interests of the City under the Contract.

I. Maintenance and Inspection of Financial Records. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of the City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the Contractor, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

6. Term of Contract.

The term of this Contract shall commence upon full execution of this Contract by the City and Contractor and shall terminate upon final payment by the City to the Contractor, unless sooner terminated by either party under Section 7 or applicable provision of the Contract.

7. Termination of Contract.

A. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in

default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

B. The City may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

8. Status of Contractor.

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

9. Permits.

The Contractor will apply for, pay for and obtain any and all City, county, state and federal permits necessary to commence, construct and complete the Project. All required permits and associated costs shall be included in the Total Contract Sum for Project.

10. Business License Required.

The Contractor shall obtain a City of Lake Stevens business license prior to commencement of work under this Contract.

11. Work Ethic.

The Contractor shall perform all work and services under and pursuant to this Contract in a timely, professional and workmanlike manner.

12. City Ownership of Work Products.

All work products (reports, maps, designs, specifications, etc.) prepared by or at the request of Contractor regarding the planning, design and construction of the Project shall be the property of the City. Contractor shall provide the City with paper and electronic copies of all work products in possession or control of Contractor at the request of final payment from Contractor or upon written request from the City.

13. Job Safety.

A. General Job Safety. Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

B. Trench Safety Systems. The Contractor shall ensure that all trenches are provided with adequate safety systems as required by RCW Chapter 49.17 and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

14. Prevailing Wages.

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the Project as required and in accordance with applicable law and/or regulations.

15. Taxes and Assessments.

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

16. Nondiscrimination Provision.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrates to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

17. The Americans with Disabilities Act.

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

18. Compliance With Law.

The Contractor shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

19. Guarantee of Work.

A. The Contractor guarantees and warrants all of its work, materials, and equipment provided and utilized for this Project to be free from defects for a period of one (1) year from the date of final acceptance of the Project work. The Contractor shall remedy any defects in its Project work, and the materials, and equipment utilized in the Project and pay for any damages resulting

therefrom which shall appear within a period of one (1) year from the date of final acceptance of the Project work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

B. The guarantee/warranty period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by the Contractor and accepted by the City. In the event that fewer than ninety (90) calendar days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) calendar days guarantee of the work from the date of acceptance of such repair or equipment.

C. The Contractor shall also provide the City with manufacturer's warranties for all components, materials and equipment installed as part of the Project.

D. Any repairs or replacement required during the warranty period shall be performed within 30 calendar days following notification by the City.

20. Contractor's Risk of Loss.

It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that Contractor has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

21. Indemnification and Hold Harmless.

A. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

B. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.

C. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

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

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

E. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

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

22. Insurance.

A. Insurance Term.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance.

Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington

4. Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage

and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

5. Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Public Entity under this paragraph must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

D. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

4. Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E. City of Lake Stevens Full Availability of Contractor Limits.

If the Contractor maintains higher insurance limits than the minimums shown above, the City of Lake Stevens shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City of Lake Stevens evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provisions.

The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

G. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. Verification of Coverage.

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, upon request by the City of Lake Stevens, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

Required. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Pollution Liability insurance that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

I. Contractor's Insurance for Other Losses.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

J. Subcontractors.

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the City of Lake Stevens is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

K. Waiver of Subrogation.

The Contractor and the City waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

L. Notice of Cancellation of Insurance.

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance.

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

23. Assignment and Subcontractors.

A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.

C. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.

D. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons

and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

F. The Contract does not and shall not create or be construed to create any relationship, contractual or otherwise, between the City and any subcontractor or assignee. Nothing in the Contract shall create any obligation on the part of the City to pay or to assure payment of any monies due any subcontractor or assignee.

24. Severability.

A. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

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

25. Integration and Supersession.

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

26. Non-Waiver.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any Contract, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such Contract, covenant, condition or right.

27. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

28. Contract Representatives and Notices.

This Contract shall be administered for the City by the Public Works Director, Eric Durpos and shall be administered for the Contractor by the Contractor's Contract Representative, Amanda Wells. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To City:

City of Lake Stevens
Attn: City Clerk
1812 Main Street (Physical Address)
Post Office Box 257 (Mailing Address)
Lake Stevens, WA 98258
Telephone: 425.334.1012

To Contractor:

Associated Underwater Services, Inc.
Attn: Kerry Donohue
3901 E Ferry Ave (Physical Address)
Spokane, WA 99202
Telephone: 206.948.3942

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

29. Third Parties.

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

30. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

31. Venue.

The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Snohomish County, Washington.

32. Attorney Fees.

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

33. Authority.

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Contractor on its behalf and to legally bind the City to all the terms, performances and provisions of this Contractor.

34. Counterparts.

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

City of Lake Stevens

By: _____
John Spencer, Mayor

Attest:

Kathy Pugh, Deputy City Clerk

Approved as to Form:

Grant K. Weed, City Attorney

Associated Underwater Services, Inc.

By: _____

Printed Name & Title

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City

Contractor

ATTACHMENTS:
SPECIFICATIONS & SCOPE OF WORK
BID

Specifications and Scope of Work:

Contractors are required to provide all labor and materials to safely remove the aerator system as described below. The record drawings from the original installation is attached as Exhibit A

Item #1 Removal of 4 aerators

- Air supply header has previously been removed (2016)
- Aerators are 10' diameter and 122' long
- Aerators are connected to the anchor system by one cable at approximately 130' of depth
- The expectation is to cut the cable and float the aerators to the surface where they can be towed to Snohomish County Wyatt Park boat launch and dismantled and disposed of.
- Remaining concrete anchor and cable to remain on lake bottom

Item #2 Removal of aerator supply line.

- The aerator supply line consists of approximately 1600 lineal ft. of 12" HDPE piping
- The 12" supply line is attached to concrete anchors every 10' with $\frac{3}{4}$ " rope
- Approximate depth of pipe is 40'
- The expectation is to cut the anchor ropes float the pipe to the surface, cut into manageable lengths and towed to Snohomish County Wyatt Park boat launch to be removed and disposed of.
- Remaining concrete anchor system and cable to remain on the lake bottom.

Workmanship:

Contractors shall keep work areas or sites free from accumulations of excess debris at all times; upon completion of the work, or at the end of the day, whichever is less.

Staging Area:

Willard Wyatt park is a Snohomish County owned and operated public boat launch Exhibit B The boat launch area can be used as a staging area for the removal and disposal of the salvaged aerator components. The boat launch will need to be secured with approximately 325 ft. of portable 6' chain link site fencing. Site security fencing is considered incidental to the removal contract. Work hours are Monday thru Saturday from 7am. to 7 pm.

Contractor agrees to remove debris generated by the removal and keep the launch safe and secure at all times. Contractor agrees at its expense to dispose of materials consistent with the trade, and best practices for environmental safety.

Quality Control:

The contractor shall guarantee the performance of his workmanship and must be a licensed and bonded certified diving/salvage contractor.

City of Lake Stevens

Associated Underwater Services
6706 NE 175th ST #D
Kenmore, WA 98028
206-948-3942

Bid Request for Aerator Removal

The following proposal is for removal of 4 aerators and 1600' of air supply piping as described in this Request for Bids.

NOTE: bid is based on a lump sum not to exceed amount. hourly cost will not be accepted.

Description	Unit	Unit Proposal
Est Qty Total Proposal		
Item # 1 – Aerator removal (4)	LS	\$ <u>36,000 00</u>
Item # 2 – Air supply piping removal 1600'	LS	\$ <u>11,120 00</u>
SUB- TOTAL		\$ <u>47,120 00</u>
		\$ <u>4,193.68</u>
		Sales tax (8.9%)
TOTAL BASE BID (Sub-Total + Sales Tax)		\$ <u>51,313.68</u>

BID SUMMARY
City of Lake Stevens
Public Works

BID DUE DATE

Page 1 of 1

8/21/2017 10AM

PROJECT
17012 Aerator Removal
BIDDER
#1
Associated Underwater Services 6706 NE 175th ST # D Kenmore, WA 98028 206-948-3942
#2
Ballard Marine Construction 727 S 27TH ST WASHOUGAL, WA 98671
#3
Crux Diving Inc. 8234 43rd AVE NE Seattle, WA 98115
#4
Enviro Tech Diving, Inc. 3970 Berry BLVD Camano Island, WA 98282

BASE BID	SALES TAX (IF APPLICABLE)	TOTAL BID
\$47,120.00	\$4,193.68	\$51,313.68
\$170,540.00	\$15,178.06	\$185,718.06
\$103,843.40	\$9,242.06	\$113,085.46
\$108,654.00	\$9,670.21	\$118,324.21

COMPLETED BY:

Amanda Wells

DATE: 8/22/2017



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Date: _____ **Agenda** 12 September 17

Subject: Professional Services Agreement for Arborist Service

Contact Person/Department: _____	Amanda Wells, Public Works	Budget Impact: _____	\$10,000
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RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a professional services agreement with American Forest Management Inc. to provide on-call Arborist services.

SUMMARY/BACKGROUND: The City manages several thousand trees throughout the community in Parks and public facility sites, roadsides, native growth protection areas, and around storm facilities. Each year, the City investigates dozens of trees during site visits or in response to a citizen concern. In some cases, Arborist services are needed to assess the condition of the tree and to make recommendations. Typically, the focus of this service is to perform a risk assessment with a recommendation to remove or retain a tree and if retained, a recommendation on possible treatment for a tree's health.

Frequently the largest need for an Arborist's service is during the fall and winter months when wind storms occur. During the rest of the year, typically the need is associated with Parks and roadsides. This on-call Arborist service will allow for City staff to get an Arborist to a site quickly to address immediate needs. For non-immediate needs, the City would have this service without having to go out for qualification each time a service is needed, saving staff time and legal cost.

In April 2017, the City made a request for qualifications for On-Call Certified Arborist Services. Three firms responded and all were scored and evaluated. As required by the State Law the best qualified firm as determined by the City was selected. American Forest Management Inc. is the recommended firm because they have the capacity to respond to immediate needs, a strong background working with local agencies, a thorough understanding of the issues faced with Native Growth Protection areas, and strength in understanding risk assessment.

The proposed service agreement is for two years and set at an amount of \$10,000. Each time a service call on this agreement is made; a scope of service and fee is developed and charged against the \$10,000. If the charges deplete the \$10,000 and continued services are anticipated within the term of the contract, staff will request of the Council additional authorization for funds through a supplemental agreement.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: \$10,000 allocation of funds from Street and Storm

ATTACHMENTS:

- Exhibit A: Professional Service Agreement

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS, WASHINGTON AND AMERICAN FOREST MANAGEMENT, INC. FOR ON CALL ARBORIST SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation (“City”), and American Forest Management, Inc., a Washington corporation.

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

ARTICLE I. PURPOSE

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

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

In the event that the Consultant shall default on this Agreement or in the event that this Agreement

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

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

III.3 TERM. The term of this Agreement shall commence upon written notification by City, and shall terminate at midnight, 31 December 2019. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 EMPLOYMENT.

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

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. (Please indicate No or Yes below)

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

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

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney's fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant

affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

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

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

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. **Public Records Requests.**

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

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

III.7 INSURANCE.

a. **Insurance Term**

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

b. **No Limitation**

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

- (1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2). Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4). Professional Liability insurance appropriate to the Consultant's profession.

d. **The minimum insurance limits shall be as follows:**

Consultant shall maintain the following insurance limits:

- (1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

e. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

f. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with insurers with a current A.M.Best rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best VII rating.

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

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

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

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

k. **Public Entity Full Availability of Consultant Limits**

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

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

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

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

Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

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

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

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

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

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

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

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$10,000.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

b. Public Records

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

Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

ARTICLE V. GENERAL

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

To the City:

City of Lake Stevens
Attn: City Clerk
1812 Main Street (Physical Address)
PO Box 257 (Mailing Address)
Lake Stevens, WA 98258
Telephone: 425-334-1012

To the Consultant:

American Forest Management, Inc.
Attn: Bob Layton
11415 NE 128th Street, Suite 110
Kirkland, WA 98034
Telephone: 425-820-3420

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

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

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

V.3 DISPUTES. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

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

V.6 NONWAIVER. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such

agreement, covenant, condition or right.

V.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

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

V.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2017.

CITY OF LAKE STEVENS

AMERICAN FOREST MANAGEMENT, INC.

By: _____
John Spencer, Mayor

By: _____
BOB LAYTON, DISTRICT MANAGER

APPROVED AS TO FORM:

Grant K. Weed, City Attorney

Exhibit A

SCOPE OF WORK: This is an on-call contract for Arborist Services to perform a hazard assessment on City identified trees within the City of Lake Stevens.

Request for Service: The process for each call for service will follow the procedure described below:

1. City staff will initiate a call for service, identifying a specific area of service (task).
2. The Arborist will make a determination of the level of effort to perform the task and provide the City with a written task scope of service for the specific task.
3. City will review and upon acceptance of the task scope of service, issue to the Arborist a written Task Order in the form attached as Exhibit B.
4. When the Task Order is fully signed, the City will provide a written Notice to Proceed with the specific task. Written notice will be by email.
5. The City will make a request for service via an email or phone call

Fee: Each year the Arborist will provide a fee rate table which will be used for the entire year (January through December). If a revised table is not provided by the Arborist, the last Fee table will continue to be used.

Funding Limits: \$10,000 is the accumulative amount of all task scope of services of this contract.

Exhibit B

INDIVIDUAL TASK ORDER FORM NO. _____
TO CITY OF LAKE STEVENS
MASTER NON-EXCLUSIVE ON-CALL PUBLIC WORKS
CONTRACT FOR ARBORIST

This INDIVIDUAL TASK ORDER No. _____ is made and entered into on the _____ day of _____, 2017 between the City of Lake Stevens, hereinafter called the "City" and American Forest Management, Inc., a Washington corporation hereinafter called "Contractor"

This agreement is made pursuant to and in compliance with the City of Lake Stevens Master Non-Exclusive On-Call Professional Service Contract for Arborist Services dated _____, 2017, following a Request for Bid awarded on 12 September, 2017.

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into the City of Lake Stevens Master Non-Exclusive On-Call Professional Services Contract for Arborist Services dated _____, 2017 following a Request for Bid awarded on 12 September, 2017; and

WHEREAS, both parties desire to implement a _____ service work project pursuant to the City of Lake Stevens Master Non-Exclusive On-Call Professional Services Contract for Arborist Services dated _____, 2017;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the City of Lake Stevens Master Professional Services On-Call Public Works Contract for Arborist Services dated _____, 2017 (Contract), shall remain in full force and effect, and the INDIVIDUAL TASK ORDER IS AS FOLLOWS:

1. The Scope of Services for this INDIVIDUAL TASK ORDER FORM NO. _____ is as follows:

(or as set forth in attached Exhibit 1)

Performance of the services shall be subject to the terms and conditions of the Contract.

2. INDIVIDUAL TASK APPROVAL ORDER FORM No. _____ Project completion date is _____, 2017.
3. Additional specifications and requirements may be attached to this form (see attached Exhibit 2) and are incorporated into the City of Lake Stevens Master Non-Exclusive On-Call Professional Service Contract for _____ Services dated _____, 2017.

4. Pursuant to Contract Paragraph 5. Payment for Project.

The Contractor agrees to perform the services and provide the material described above for the amount not to exceed \$ _____, unless modified by the City in a signed written subsequent INDIVIDUAL TASK ORDER APPROVAL FORM. In no event shall the INDIVIDUAL TASK ORDER FORM project sum exceed \$35,000.

Work shall be in accordance with the bid price in Contractor's Bid Proposal incorporated by herein by this reference and including all applicable Washington State Sales Tax. The total INDIVIDUAL TASK APPROVAL ORDER FORM Project sum includes all expenses and costs incurred in planning, designing and constructing the INDIVIDUAL TASK APPROVAL ORDER FORM Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

5. The Total Amount payable to the Contractor under the Contract is summarized as follows:

Original City of Lake Stevens Master Non-Exclusive On-Call Professional Services Contract for Arborist Services dated _____, 2017, Authorized Amount not to exceed per the duration of the Contract: **\$10,000.00**

INDIVIDUAL TASK APPROVAL ORDER FORM No. _____ \$ _____

(List additional INDIVIDUAL TASK APPROVAL ORDER FORM Nos. as they are implemented.)

Grand Total of INDIVIDUAL TASK APPROVAL ORDER FORMS: \$ _____

Balance Remaining under City of Lake Stevens Master Non-Exclusive On-Call Public Works Contract for Arborist Services dated _____, 2017: \$ _____

IN WITNESS WHEREOF, the parties hereto have executed this INDIVIDUAL TASK APPROVAL ORDER FORM as of the day and year first above written.

CITY OF LAKE STEVENS

AMERICAN FOREST MANAGEMENT, INC.

By: _____
John Spencer, Mayor

By: _____
BOB LAYTON, DISTRICT MANAGER

ATTEST/AUTHENTICATED:

Kathy Pugh, Deputy City Clerk

American Forest Management, Inc -- Rate Sheet
2017

KIRK ARB STD 2017

<u>Employee</u>	<u>AFM Accounting Title</u>	<u>Rate</u>
Bob Layton	District Manager	\$ 115.00
Kelly Wilkinson	Urban Forester I	\$ 97.50
Miles Becker	Urban Forester II	\$ 87.50
Emina Jazvin	Office Manager	\$ 50.00
Ted Hitzroth	GIS Analyst	\$ 95.00
Expenses		At Cost
Mileage		Current IRS rate



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda 9/12/17
Date: _____

Subject: Acceptance of Deed from County for 131st Avenue NE

Contact	Grant K. Weed/City Attorney's Office	Budget	None
Person/Department:	_____	Impact:	_____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve acceptance of quit claim deed from Snohomish County to City

SUMMARY/BACKGROUND:

In 2016 the City wished to construct Hartford Trail as an access to the Centennial Trail from the existing roadway of 131st Avenue NE near the intersection with Hartford Drive. The City needed to acquire a small triangle of property owned by Ronald M. and Patricia A. Tuengel for this purpose. The City entered an agreement with Tuengels to trade an equal-sized section of unopened 131st Avenue NE for the property required for Hartford Trail. Tuengel granted the City a right of entry to construct Hartford Trail pending completion of the property trade. Construction of Hartford Trail has been completed.

Despite its designation on Assessor maps, a title review found no record that 131st Avenue NE within the boundaries of the Burlington Northern Railway corridor had ever been opened, dedicated or otherwise conveyed for street purposes. The area shown as unopened 131st Avenue NE on the Assessor's map was part of the property conveyed to Snohomish County when it acquired the abandoned railroad right of way for the Centennial Trail.

After the County's purchase, adjoining property owners asserted reversionary rights to the railroad property in quiet title actions, but these quiet title actions did not include the area designated on the Assessor maps as 131st Avenue NE, leaving Snohomish County as the owner of the railroad's interest in the property within the abandoned railroad right of way designated 131st Avenue NE.

Snohomish County has agreed to quit claim to the City its interest in the portion of the railroad right-of-way property designated 131st Avenue NE lying outside of the Centennial Trail and has executed a deed for that purpose. A portion of the deeded property is currently in public use as Hartford Trail. A portion of the deeded property not being used for Hartford Trail is proposed to be conveyed to Tuengel to complete the agreed upon property trade.

APPLICABLE CITY POLICIES:

BUDGET IMPACT:

ATTACHMENTS:

- Exhibit A: Quit Claim Deed from Snohomish County to City

EXHIBIT A:
County Deed to City

When recorded return to:

SNOHOMISH COUNTY
PROPERTY MANAGEMENT
3000 ROCKEFELLER AVENUE M/S 404
EVERETT, WA 98201

QUIT CLAIM DEED

Reference #: N/A
Grantor: Snohomish County, a political subdivision of the State of Washington
Grantee: City of Lake Stevens, a municipal corporation of the State of Washington
Legal Description: See Exhibits A and B
Assessor's Tax Parcel ID #: None Assigned

THE GRANTOR, SNOHOMISH COUNTY, a political subdivision of the State of Washington, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid in hand, hereby conveys and quit claims to THE GRANTEE, CITY OF LAKE STEVENS, a municipal corporation, of the State of Washington, all of the Grantor's right, title and interest in and to the following real property situated in the County of Snohomish, State of Washington, as more fully described on Exhibits A and B, subject to matters of record, and together with any interest therein which the Grantor may hereafter acquire.

DATED August 4, 2017.

GRANTOR: SNOHOMISH COUNTY, a political subdivision of the State of Washington

Cherie Hutchins

By: Cherie Hutchins

Its: Property Officer

Date: 8-4-2017

Approved As To Form:

4201500 08-03-17
Deputy Prosecuting Attorney Date

STATE OF WASHINGTON)
COUNTY OF SNOHOMISH)
: §
)

On this 4th day of August, 2017, before me personally appeared Cherie Hutchins, to me known to be the Property Officer, of Snohomish County that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said political subdivision, for the uses and purposes therein mentioned, and on oath stated that she was duly elected, qualified and acting as said officer or member of the political subdivision, and that she was authorized to execute said instrument on behalf of said political subdivision.

GIVEN under my hand and official seal the day and year last above written.

<p>Notary Seal</p> <p>Notary Public State of Washington CAROL C PETERSON My Appointment Expires May 29, 2019</p> <p>Please stay within block.</p>	<p>Signature: <u>Carol C. Peterson</u></p> <p>Notary (print name) <u>Carol C Peterson</u></p> <p>Notary Public in and for the State of Washington, residing at <u>Snohomish, WA</u></p> <p>My commission expires <u>May 29, 2019</u></p>
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GRANTEE: CITY OF LAKE STEVENS
ACCEPTED AND APPROVED:

Date

By: _____

Its: _____

STATE OF WASHINGTON)
: §
COUNTY OF SNOHOMISH)

On this _____ day of _____, 2017, before me personally appeared _____, to me known to be the _____, of the City of Lake Stevens, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said political subdivision, for the uses and purposes therein mentioned, and on oath stated that _____ was duly elected, qualified and acting as said officer or member of the political subdivision, and that _____ was authorized to execute said instrument on behalf of said political subdivision.

GIVEN under my hand and official seal the day and year last above written.

Notary Seal
Please stay within block.

Signature: _____
Notary (print name) _____
Notary Public in and for the State of Washington,
residing at _____
My commission expires _____



Architects • Engineers
Landscape Architects
Planners • Urban Designers
Surveyors & Mappers

Otak Project Number: 32659D

EXHIBIT "A"

Quit Claim

Legal Description

That portion of the Northwest Quarter of the Northwest Quarter of Section 9, Township 29 North, Range 6 East, W.M. described as follows:

Beginning at the intersection of the west line of said Section 9 and the westerly right-of-way margin of the vacated Northern Pacific Railroad right-of-way, said intersection point being distant S05°35'00"W, 1056.34 feet from the NW corner of said Section 9;

Thence N05°35'00"E along said Section Line, 232.36 feet to the intersection of the west right-of-way margin of the Centennial Trail as defined by the survey for the Snohomish County Parks Department and recorded in Volume 39 of Surveys, Pages 155 through 159, under Recording Number 9301115003, Records of Snohomish County, Washington;

Thence leaving said Section Line, S11°57'00"E along said Centennial Trail margin, 66.39 feet to a point 20.00 feet east of, when measured at right angles to said Section Line;

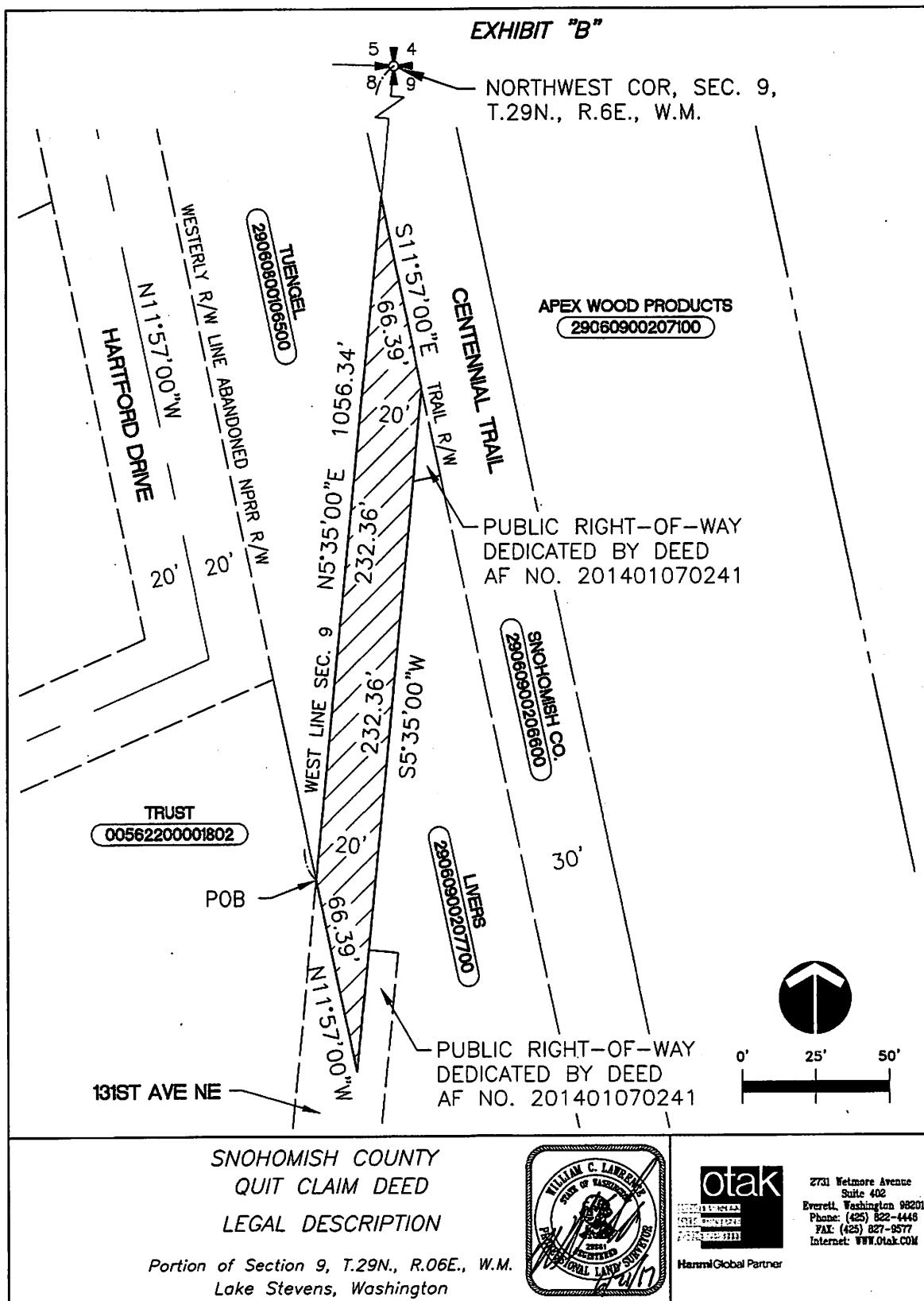
Thence leaving said Centennial Trail margin, S05°35'00"W, 232.36 feet to said westerly right-of-way margin of the vacated railroad right-of-way;

Thence N11°57'00"W, along said westerly right-of-way margin, 66.39 feet to the Point of Beginning.

Containing 4,647 square feet, more or less



EXHIBIT "B"





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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda
Date: September 12, 2017

Subject: Approve Purchase of Electronic Content Management System

Contact	Barb Stevens, Finance Director/City	Budget
Person/Department:	Clerk	Impact: <u>\$177,481.06</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Approve the Cities Digital Software and Services Purchase Agreement and the Technology Solution Contract with Compulink Management Center, Inc. d/b/a Laserfiche for the purchase and installation of an enterprise content management system in the amount of \$177,481.06.**

SUMMARY/BACKGROUND: The City Council previously established and funded a budget for the purchase of an enterprise content management (ECM) system to manage the high of volume electronic data that is generated in the conduct of City business. Since establishing that budget, the State Department of Enterprise Services, partnered with the Secretary of State's office, completed a request for proposal process and established a state-approved list of vendors marketing ECM systems. The requirements for consideration to be added to the State's vendor list were very stringent and included compliance with U.S. Department of Defense standards, and competitive and affordable pricing.

Three vendors successfully completed the RFP process. Staff has met with the vendors and viewed their ECM products. Staff recommends that the City enter into contracts with Compulink Management Center, Inc. d/b/a Laserfiche for the purchase and implementation of an ECM system to manage the City's electronic data. Cities Digital is the local vendor that will assist with purchase and implementation of the Laserfiche ECM system.

The contracts provide for 2 high speed scanners, and up to four annual conference registrations at no additional charge.

APPLICABLE CITY POLICIES: City Council is the authorizing body to approve agreements over \$5,000.

BUDGET IMPACT: **2018 budget includes \$180,000 for solution and service. Annual maintenance fees are approximately 15% of the contract price (\$27,000).**

ATTACHMENTS:

1. Cities Digital Software and Services Purchase Agreement
2. Technology Solution Contract



Software & Services Purchase Agreement

This agreement is made and entered into on this _____ by and between:

Cities Digital, Inc.
2000 O'Neil Road
Suite 150
Hudson, WI 54016
herein referred to as "Seller";

Buyer: City of Lake Stevens
Buyer Address 1: 1812 Main St.
Buyer Address 2: [Click here to enter text.](#)
City, State, Zip: Lake Stevens, WA 98258
herein referred to as "Buyer."

WITNESSETH

WHEREFORE, in consideration of the mutual covenants herein contained, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Agreement to Sell and Purchase: Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase from Seller those software products, services, maintenance agreements, and upgrades set forth in Exhibit "B".

2. License Agreement: It is specifically agreed and acknowledged that the software products sold by Seller to Buyer as described in Section 1 hereinabove, are being sold subject to the restrictions, duties and obligations of Seller pursuant to License Agreements referenced in "Exhibit C." Buyer, by its execution of this agreement, agrees to fully abide by the terms and conditions of such License Agreements, and further agrees to fully indemnify, protect, and hold Seller harmless from any claims, suits, actions, liabilities, damages (including all legal costs incurred by Seller) resulting from any violation by Buyer under the terms thereof.

3. Purchase Price and Payment: The purchase price for the software products being purchased by Buyer from Seller are set forth in Exhibit "B" and shall be due and payable from Buyer to Seller as follows:

- a. Upon delivery of the software, prepaid advanced service packages and hardware, pursuant to Exhibit "B," an invoice shall be sent to Buyer and Buyer shall pay the full invoice amount;
- b. In consideration of the initial purchase of products and/or services, the Buyer shall pay Seller one hundred percent (100%) of the total software, hardware & support costs, set forth in Exhibit B, upon receiving the software and/or hardware. Initial invoices for software and services are due upon receipt. Future invoices will be paid within thirty (30) days of invoice date. Invoices not paid within thirty (30) days of invoice will be subject to a one and ½ percent (1.5%) monthly interest charge (eighteen percent (18%) per year).
- c. It is acknowledged that certain items set forth in "Exhibit B" if necessary are based on Seller's estimates, including the following:
 - i. Technical services including consulting and training are billed at an hourly rate of \$175; weekend/after-hours at a rate of \$250.00, development at a rate of \$250. Custom service agreements, with Escalated Support options, are to be negotiated, depending on individual buyer needs;
 - ii. Mileage at the rate of \$.585 per mile;
 - iii. Per diem (per person) at a minimum of \$225.00 per day including hotel, meals and local transportation, more depending on location.
- d. It is agreed that the estimates for those items set forth in Exhibit "B" will not be exceeded by Seller without prior written approval by Buyer. In the event that the estimates are exceeded with approval of Buyer, then Buyer shall pay the difference with the payment set forth in subsection (b) hereinabove.
- e. It is agreed that Seller may need to adjust billable rates periodically, as well as mileage and per-diem charges, as part of this Purchase Agreement. This change will happen not more frequently than once per year. The Buyer will be notified of this change at least 30 days in advance of this change.
- f. The term of this Agreement shall be for 1 year from the date first written above and shall renew for a one



year term, unless terminated by either party with or without cause.

4. Maintenance and Upgrade Fees: It is acknowledged that Exhibit "B" includes initial fees for "annual maintenance" and upgrades for the software products and scanner device sold to Buyer as more fully described hereinabove. With respect to such maintenance and upgrade fees, it is agreed as follows:

- a. The sums payable by Buyer for maintenance and upgrades as described in Exhibit "B" are in addition to being payable as set forth above, payable annually on the anniversary of the purchase date;
- b. Such sums may be subject to a price increase after payment for the initial year, provided that, the price shall only be increased by Seller in the event that Seller's costs therefore are increased by CompuLink Management Center, Inc. or its successor in interest.
- c. Buyer shall have no legal obligation to continue paying for the maintenance (software updates) and technical support provided Buyer does not see value in said service.

Support Agreement As Detailed in "Exhibit A":

Seller provides a technical support hotline during weekday and non-holiday business hours 8:00 AM to 7:00 PM Central Time. The technical support staff processes assistance telephone calls, emails and remote connections as they arrive. The Support Director assesses difficulty of tasks and assigns cases to the tiered support staff. This process is in place to provide support to our customers based on the impact on their on-going operations.

Non-emergency calls for support are typically responded to within one hours (or less). Critical calls (delay in work or loss of data due to system issues) may be responded to immediately. Support calls may be escalated internally to other technicians as needed.

Seller support is provided as a part of the Laserfiche annual support fee. Technical support is considered assistance with software malfunctions (break/fix) or "bugs." Technical Support does not include assisting buyer with how-to questions, configuration of software, creating workflows, consulting, programming or training is not considered technical support.

After Hours Support

After hours support requires a two-week prior notification, unless case of emergency. Upgrades, development, training & other services conducted after hours will be subject to billable rates and availability. Billable rates for buyers with current Laserfiche Software Assurance Plans are \$250/hr before 8:00am and after 7:00pm Central Time and weekends.

5. Limitation: It is specifically acknowledged and agreed that all techniques, procedures and methodologies used and implemented by Seller in the performance of its work under this agreement are not included in the sale, and all intellectual property rights to such techniques, procedures and methodologies shall be retained by Seller, or by such third parties with whom Seller may contract with or have licenses through.

6. Independent Contractor: It is specifically acknowledged that Seller is an independent contractor, and that no agent, employee, or subcontractor of Seller shall be deemed an employee of Buyer, or be entitled to any compensation from Buyer except as specifically set forth in this agreement.

7. Confidentiality: Seller shall keep confidential all non-public aspects of the work performed under this contract, including but not limited to all communications regarding that work and all Buyer data and information to which Seller obtains access in the course of performing services under this agreement. Seller shall limit internal access to information regarding work under this contract to those members of Seller's own staff or subcontractors of Seller who are directly involved in the work or otherwise have a need for access to the information. Unless otherwise required by law, Seller shall not disclose any non-public information to anyone other than the Buyer's project manager and Seller's own staff and subcontractors without the Buyer's prior written consent. Seller shall ensure that all individuals and subcontractors engaged directly or indirectly by Seller to provide services under this agreement are advised of and required to comply with the forgoing confidentiality obligation.

8. Sharing Information: Upon the Buyer's written request and authorization, Seller shall share any project information designated by the Buyer and shall fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the project and designated by the Buyer in the request. Seller shall not communicate with representatives of any of the news media regarding work under this contract; any communications with news media representatives regarding this contract shall be exclusively through the Buyer.



9. Commitment and Completion: It is agreed that Seller shall commence work within 14 days of receipt by Seller from Buyer of a written authorization to proceed and shall be completed pursuant to Exhibit "B." Notwithstanding such schedules, it is acknowledged that delays resulting from any acts or omissions of Buyer, or circumstances beyond the control of Seller, including, but not limited to acts of war or terror, natural disasters, material shortages, and acts of God, shall not be deemed a breach of this agreement.

10. Insurance:

a. Seller shall maintain occurrence for commercial general liability and automobile liability insurance which shall include personal injury, bodily injury, including death, and broad form property damage including loss of use of property, occurring in the course of or in any way related to Seller's operations, in an amount not less than \$2,000,000 combined single limits per occurrence;

b. Seller shall maintain Workers' Compensation and Employer's liability for all consultants' employees who are subject to Worker's Compensation statute either as a carrier-insured employer or as a self-insured employer.

c. Seller shall maintain cyber breach, professional errors and omissions liability insurance for the protection of the Seller and its employees and subcontractors, insuring against losses arising out of or resulting from breach, their professional acts, omissions, activities or services, in an amount not less than \$2,000,000 per claim;

d. At the request of Buyer, Seller shall furnish the Buyer with certificates evidencing the date, amount, and type of insurance required by this contract.

11. Warranty and Limitations: Except as otherwise set forth herein, Seller's warranty is specifically limited to successful completion of installation and operation of Laserfiche software program with respect to scanning and capturing documents of Buyer as provided in Exhibit "B", and that, except as may be available through CompuLink Management Center, Inc., Seller gives no other warranties, express or implied. In the event the software is unable to perform as warranted by Seller within 30 days of completion of installation, Buyer shall be entitled to a full refund of the purchase price.

It is specifically acknowledged and agreed that Seller's warranty is limited and shall not apply to performance by the Seller under this agreement of specifications other than those specifically warranted above, such exclusions to include, but are not limited to: 1) the integration of the system to be installed by Seller with existing software of Buyer; and 2) the importation of documents into the system, due to the fact Seller currently has insufficient knowledge of the documentation.

In addition, said warranties shall not apply:

- a. To the extent of any problems encountered with the integration of external databases with the software installation;
- b. To the extent of any problems encountered as a result of the failure of the Buyer to install and configure the hardware necessary to operate the software in accordance with the hardware specifications previously provided by the Seller; or
- c. To the extent of any problems encountered as a result of the failure of the Buyer's computing equipment, servers, networks or operating systems.

12. Limitation and Damages: BUYER AGREES THAT SELLER'S TOTAL AGGREGATE LIABILITY, IF ANY, SHALL NOT EXCEED FEES PAID TO SELLER BY BUYER FOR THE PRODUCTS AND/OR SERVICES INVOLVED. The Seller will endeavor to provide high quality services and a high quality product. However, the Seller is not, and will not be responsible for any consequential or incidental damages resulting from any interruptions of service, or data loss (including lost transactions). With the exception of Buyer subscribing to Server Hosting, day-to-day data backup is the Buyer's responsibility and Seller is not and cannot be liable for data loss due to poor or nonexistent or insufficient backup or any other issues associated and/or caused by Buyer's day-to-day server data backup.

13. Attorney's Fees: In case suit, action, or arbitration is instituted to enforce or rescind any of the rights or provisions expressed in this agreement, the party not prevailing agrees to pay the prevailing party's costs and disbursements related to said proceedings and such sums as the court or arbitrator, may adjudge reasonable for the attorney's fees at trial or appeal of said suit or action.

14. Governing Law: This agreement shall be governed and construed under the laws of the State of [Wisconsin](#)[Washington](#). [The venue shall be in Snohomish County.](#)

15. Severability: If any provision of this agreement shall be prohibited or invalid under applicable law, such provision shall



be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.

16. Complete Agreement: This represents the complete and final agreement of the parties regarding the purchase and sale of software products and other services to be rendered by Seller on behalf of Buyer and supersedes and replaces any oral or written agreements heretofore made. Any modification to this agreement shall only be valid if in writing and signed by the parties hereto.

17. Paperless Billing: By selecting "Accepted" below Buyer signifies preference for paperless billing and will receive a digital copy of invoices emailed to a designated email address for processing.

ACCEPTED DECLINED

Email Address: [Click here to enter text.](#)

Seller: Cities Digital, Inc.

Name: Patrick Welsch

Title: President

Date: [Click here to enter a date.](#)

Buyer: City of Lake Stevens

Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Date: 5/31/2017

By: _____

By: _____



EXHIBIT A: Software Support Policy, "LSAP" (Laserfiche Software Assurance Plan) or "Annual Maintenance"

The initial purchase of a software system also requires purchasing maintenance for each component. Annual Maintenance is a software assurance program initiated by Cities Digital and required by the manufacturer to ensure that buyers are able to receive regular product updates and basic software support through their value-added reseller. Cities Digital has developed this policy with regard to services that are included with the purchase of Annual Maintenance in order to serve all buyers with the utmost accuracy and efficiency.

Services included in base LSAP costs:

- Cities Digital technical support hotline: 855-714-2800, Support@CitiesDigital.com
- Software updates including hotfixes and new releases
- GoToAssist remote support (allows support technicians to access buyer's computer remotely)
- Customer portal access: Submit & track tickets, view contracts, access videos and documentation
- Annual consulting meeting & strategy session
- Annual software performance audit

Services available on a per unit basis (not included with base LSAP):

Onsite installation, training, consulting	\$175/hour with current LSAP; \$250/hour without
Server Hosting	\$300/Month w/ 4 GB memory & 50 GB storage
Online Backup	\$1.50/Gigabyte/Month
Custom integrations or programming	\$250/hour
Document conversions	Call for estimate
Scanning services	\$0.04 - \$0.10 per page, \$1 for plans/maps

Renewable Annual Technical Support	Fee is based on software components that have been purchased and installed. The support plan is renewable each year.
Telephone and Email Support	855-714-2800 support@citiesdigital.com Chat & remote support: citiesdigital.com Hours: 8:00AM - 7:00PM Central
Response Time and Definition	Responses provided within 24 hours of initial report. Most responses and technical troubleshooting will happen within an hour, if not immediately through chat / remote support. Responses consist of diagnosing the problem and if possible resolving it immediately. If it is not possible to resolve immediately a time will be scheduled to attempt resolution of the problem at the buyer's convenience.
Options for Coverage During Non-Standard Business Hours	Technical appointments may be scheduled with the Director of Support at support@citiesdigital.com.
Capability for Remote Diagnostics	A web-based tool for remote diagnostics and support called GoToAssist is utilized. More information about the tool can be found at GoToAssist.com. A tool for unattended work is offered called TeamViewer. Buyer written authorization is required before use of the unattended access tool.

Maintenance Cost for Fixes and Major Releases	Maintenance that is done over the phone or remote access is included in annual maintenance agreement at no additional cost. Software upgrade packages are available to Buyer from an FTP site or at support.laserfiche.com. Major and infrequent upgrades referred to as "platform changes" may be subject to a fee. The fee is set by the manufacturer when the platform is released.
Support Escalation Procedures	<ol style="list-style-type: none"> 1. Problem is reported, a support case is opened and documented. The case is resolved over the phone or remotely. 2. If immediate resolution is not possible, problem is reported to second tier support.



	<p>3. If there is no existing solution, Cities Digital development will write a script or solution to fix the problem. Cities Digital will then implement the solution remotely or through onsite support if necessary.</p> <p>Cities Digital creates technical support cases on behalf of the Buyer with the manufacturer upon diagnosis of the problem if the problem cannot be immediately resolved by Cities Digital.</p>
Tracking Database	All support cases are tracked in a ticketing system. The tracking software assigns incident numbers and the buyer may call and request the status on any support case at any time during work hours or by visiting the client portal.
Third-Party IT Contractors	<p>Buyers that utilize a third-party IT contractor for management of servers and networking should expect their IT contractor to assign remote-access to Cities Digital for installation and configuration. Should unattended access not be permissible third-party IT consultants may need to be present during installation or configuration. Additional configuration pertaining to Buyer's network IP addresses, network security and access may be necessary from time-to-time. Charges from third-party IT consultants may be assigned. Cities Digital is not responsible for such charges.</p> <p>It is the policy of Cities Digital to copy Buyer on all communication between third-party IT contractors unless explicitly instructed not to.</p>



EXHIBIT B: Quotation

Product	Product ID	Quantity	Unit Price	Ext Amount
Software				
MagniMail Standard Edition	MM2	1	\$7,500.00	\$7,500.00
Services				
Bronze - Advanced Service Package (10hrs)	CD4000	1	\$1,750.00	\$1,750.00
Hardware				
Canon Scanner DR-M160II Color Scanner 50ppm/100ipm	DR-M160II	2	\$865.00	\$1,730.00
Annual Maintenance				
MagniMail Standard Edition Annual Maintenance	MM2S	1	\$1,500.00	\$1,500.00
				Subtotal
				\$12,480.00
				Freight
				\$0.00
				Tax
				\$1,110.72
				TOTAL
				*\$13,590.72

*Includes up to four free conference registrations for
Laserfiche Empower conference for term of agreement.



SERVER HOSTING: ACCEPTED DECLINED

- Windows 2012 Server
- 4 Gigabytes of memory
- 50 GB of storage (\$1.50/GB thereafter)
- 1 public IP address
- Daily backup services with restoration up to 90 days
- Unlimited internet bandwidth to/from server
- \$300 per month for services specifications above

ONLINE BACKUP: ACCEPTED DECLINED

- Incremental nightly backups of your critical data
- 256 bit encryption
- Backup network drives, databases, SQL, Exchange, Sharepoint, Lotus and Oracle
- Restore files for up to 90 days
- Daily backup statistics are emailed nightly
- Installation & support
- Minimum \$25 billing per month



EXHIBIT C: End User License Agreement or "EULA"

The licensing agreements listed below pertain to Microsoft and Laserfiche. The Microsoft licensing pertains to use of hosting services from Cities Digital. Should clients not be utilizing hosting services the following eight points should not be considered applicable.

MICROSOFT SOFTWARE LICENSING AGREEMENT or "EULA"

Buyer agrees to accept the following conditions related to Software Licensing:

1. This Agreement is binding in all applicable jurisdictions.
2. Buyer is prohibited from reverse engineering, decompiling, or disassembling the Products, except to the extent that such activity is expressly permitted by applicable law.
3. Microsoft or its suppliers are hereby indemnified for any damages, whether direct, indirect, or consequential, arising from the Software Services.
4. Seller or a third party on Buyer's behalf (and not Microsoft or its suppliers) will provide technical support for the Cloud Server.
5. The Products are licensed to Buyer from an affiliate of the Microsoft Corporation (collectively "Microsoft"). Microsoft Products are protected by copyright and other intellectual property rights. Products and other Product elements including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Products are owned by Microsoft or its suppliers. You may not remove, modify or obscure any copyright trademark or other proprietary rights notices that are contained in or on the Products. The Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Products does not transfer any ownership of the Products or any intellectual property rights to you.
6. Buyer agrees to permitting Seller to disclose Buyer's contact information where required to satisfy license registration with software manufacturers such as Laserfiche or Microsoft.
7. The Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. You must not use the Products in any application or situation where the Product(s) failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use").
8. Microsoft will be an intended third party beneficiary of this Agreement, with the right to enforce provisions of the End User Agreement and to verify the compliance of the End User.

LASERFICHE SOFTWARE LICENSE AGREEMENT or "EULA"

This Software License Agreement ("License Agreement") is made between Compulink Management Center, Inc., a California corporation doing business as Laserfiche and whose principal place of business is in Long Beach, California ("Laserfiche"), and the party (referred to as the "Licensee"), who has lawfully acquired the Software.

PLEASE READ THIS LICENSE AGREEMENT CAREFULLY. BY INSTALLING, COPYING OR USING THE SOFTWARE OR THE DOCUMENTATION THAT ACCOMPANIES THIS LICENSE AGREEMENT, YOU AGREE TO THE TERMS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY OR USE THE SOFTWARE OR THE DOCUMENTATION AND, IF APPLICABLE, RETURN IT TO YOUR SUPPLIER FOR A FULL REFUND.

RECITALS

- A. Laserfiche has developed certain document imaging and management software programs which it markets under the trademark Laserfiche® ("Software").
- B. The Software constitutes valuable proprietary products and trade secrets of Laserfiche embodying substantial



creative efforts and confidential information, ideas, and expressions. Laserfiche has invested large amounts of capital and time to develop and promote the Software. Laserfiche claims copyrights and proprietary trade secrets in the Software.

C. Licensee understands that the Software is compatible only with certain types of computers and operating systems and that Licensee is responsible for assuring the compatibility between its computer systems, its software solutions, if any, and the Software.

THEREFORE, in consideration of the premises and covenants contained this License Agreement, Laserfiche and Licensee agree as follows:

Terms of License Agreement

1. Grant of License.

A. Description. Laserfiche grants Licensee a limited, non-exclusive, non-transferable license to use all of the Software described on the purchase order accompanying the Software, subject to the terms and conditions of this License Agreement and the Licensing File which accompanies the Software. The Software includes, without limitation express or implied, some or all of the following types of software: (a) "Server Software" that provides document management services to other programs, and "Client Software" that allows a computer or workstation to access or utilize the services provided by the Server Software; (b) "Stand-alone Software" that operates on a single computer; and (c) "Plug-in Software Modules" that can be added to the previously mentioned Software packages.

B. Limitations and Requirements.

- i. The Licensing File accompanying the Software or associated with the Licensing Key accompanying the Software defines the scope and limitations of the Software license for this product. You may only use the License File issued by Laserfiche to fulfill the license purchase described on the purchase order accompanying the Software.
- ii. Licensee may install one copy of the Server Software on a single physical or a single virtual operating system environment (the instance of the running Server Software shall be referred to as the "Server"), unless the licensee is acquiring a license to the Laserfiche Rio product. If Laserfiche Rio is being licensed, Licensee may install up to the maximum number copies of the Server Software listed in the License File (labeled as "instances") to multiple physical or virtual operating system environments so long as those installations have continuous network access to a running instance of the included License Manager program. Licensee may install only one copy of the License Manager program on a single physical or a single virtual operating system environment.
- iii. The Server Software may only be operated with the database system(s) (Microsoft SQL or Oracle) listed in the Licensing File. If no database system is listed in the License File, then the Server Software may only be operated with Microsoft SQL Express.
- iv. The Server Software may only host the number of repositories listed in the Licensing File (labeled as "databases"), unless the Licensee is acquiring a license to the Laserfiche Rio product. If Laserfiche Rio is being licensed, each running copy of the Server Software may host up to the number of repositories listed in the Licensing File.
- v. Named user connections are allocated to specific individuals or devices at the choice of the Licensee. When a named user connection is allocated to a specific individual person's Laserfiche or external directory account, that individual may not share the use of that named user connection by sharing the use of their account with others. When a named user connection is allocated to a device, the connection may only be used from that device and various individuals may share the use of that device so long as only one individual is accessing the Server Software from that device at a time. There are two types of named user connections – named user connections capable of modifying a repository governed by the Server (referred to as "Named Full User" connections and listed in the License File as "named read-write objects") and named user connections capable of only read-only access (referred to as "Named Retrieval" connections and listed in the License File as "named read-only objects"). Only the maximum number of each type of named user connection listed in the License File may be allocated to individuals



or devices. Named user connections may not be routinely reallocated for the purpose of lessening the number of named user connections required.

- vi. Concurrent user connections are shared among individuals. There are two types of concurrent user connections – concurrent user connections capable of modifying a repository governed by the Server (referred to as "Full User" connections and listed in the License File as "read-write users") and concurrent user connections capable of only read-only access (referred to as "Retrieval" connections and listed in the License File as "read-only users"). Once the maximum number of read-write or read-only concurrent user connections specified in the License File is reached, no additional user connections of that type may be made, until some user connections of that type are closed. Individuals who require write access in the course of their work must use a Full User connection at all times; thus, individuals assigned to use a Full User connection may not use a Retrieval connection to perform read-only tasks which do not require a Full User connection. Hardware or software may not be used to reduce the number of concurrent user connections required for individuals to access or otherwise utilize Server services (sometimes called "multiplexing").
- vii. Public Portal connections allow read-only access to the Server Software only using a Laserfiche application known as WebLink. If the license file lists a maximum number of Public Portal connections (listed as "read-only public portals"), then once the maximum number of Public Portal connections specified in the License File is reached, no additional Public Portal connections may be made, until some Public Portal connections are closed. If the license file lists a maximum number of CPU sockets that may be utilized to support Public Portal access (listed as "read-only CPU limit"), then Public Portal connections may be made only if the physical or virtual machine on which the Server Software is running has the listed number of CPUs or fewer. If neither a maximum number of Public Portal connections nor a maximum number of CPUs for Public Portal access is listed in the License File, then no Public Portal connections may be made.
- viii. Licensee may not install a version of the Server Software later than the version listed in the License File.
- ix. If the License File lists an expiration date, the Server Software may not be run after that date.
- x. If the License File specifies one or more languages, then the Laserfiche user interface may only be run in those languages.
- xi. Add-ons and additional features that the Server Software can support may only be used when listed in the License File.
- xii. If Licensee desires to upgrade or enhance the capabilities of the Software or the numbers of users, connections or other features, Licensee must acquire the appropriate license(s) from Laserfiche to do so by updating the License File.
- xiii. The Software may only be used as intended, according to the capabilities made available through its various user interfaces and according to the documentation accompanying the Software.
- xiv. Licensee shall be solely responsible for customizing the Software and the data repository to restrict access only to those particular persons and entities to whom Licensee agrees to make its documentation and information available. Licensee waives all liability, claims, damages and suits against Laserfiche, and all of its employees, officers, directors and contractors, in any way related to the unauthorized disclosure of, or access to, information or documentation in the data repository, whether or not due to a defect in the Software. Licensee acknowledges that this License Agreement contains other limited warranties and limitations and waivers of damages and claims, and that Licensee's waiver of liability in this section shall be in addition to, and not in lieu of, Licensee's other waivers set forth elsewhere in this License Agreement.

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3. Protection of Software. During the term of this License Agreement and for seven years following termination of this License Agreement, Licensee shall not directly or indirectly, alone or in conjunction with any other person or company, (a) attempt to write or develop software in order to discover the source code and/or the trade secrets contained in the source code; or (b) utilize the Software, Documentation, or Laserfiche's trade secrets or confidential information, either directly or indirectly, to sell, market or distribute any software product which competes with the Software; or (c) utilize the Software, Documentation, or Laserfiche's trade secrets or confidential information, directly or indirectly, to assist, advise or consult with any other person or company in selling, marketing or distributing any software product which competes with the



Software; or (d) utilize the Software, Documentation, or Laserfiche's trade secrets or confidential information, directly or indirectly, to convert, or to assist, advise or consult with any other person or company to convert, any end user of the Software to a software product which competes with the Software; or (e) seek to discover Laserfiche's trade secrets or confidential information by reverse engineering, decompiling, disassembling, copying or any other technique. Licensee shall not directly or indirectly attempt to challenge the validity of the copyrights, trademarks, and trade secrets in the Software claimed by Laserfiche. The software source code and the trade secrets therein are not licensed to Licensee, and all modifications, additions, or deletions are strictly prohibited.

4. Other Restrictions on Use. Except as expressly authorized in this License Agreement, Licensee shall not rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify, or timeshare with any other person the Software or Documentation or any right granted by this License. All other uses of the Licensed Software, including, without limitation, use in the business of an Application Service Provider (ASP), or transferring, copying or other dissemination of the Licensed Software, are strictly prohibited.

5. Term and Termination. This License Agreement shall commence and terminate as follows:

A. The term of this Agreement shall commence upon Licensee's acceptance of this License Agreement and continue until terminated as provided in this License Agreement. Laserfiche may terminate this License Agreement for cause immediately following a breach of this License. Laserfiche may also terminate this License Agreement if (i) Licensee violates, infringes or compromises any trademark, copyright, patent or Trade Secret of Laserfiche, or interferes with any relationship between Laserfiche and any of its other Licensees or End Users of the Software; or (ii) Licensee's license to use its Software has been terminated.

B. Upon termination of this License Agreement, Licensee shall immediately cease all use of the Software and the Documentation and return to Laserfiche all versions and copies of the Software and the Documentation. Licensee shall remove and uninstall all such programs and materials from all hard drives and other devices on which the Software or the Documentation may be found.

C. The termination of this License Agreement shall not terminate Licensee's obligations under this License Agreement, nor shall it release Licensee from the obligation to pay any monies that it may owe Laserfiche or operate to discharge any liability that Licensee incurs before termination.

6. LIMITED WARRANTY; DISCLAIMER. THE MEDIA (NOT SOFTWARE) IS WARRANTED TO THE ORIGINAL LICENSEE AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF THREE (3) MONTHS FROM THE DATE OF ORIGINAL ACQUISITION. DEFECTIVE MEDIA WILL BE REPLACED WHEN IT IS RETURNED POSTAGE PREPAID WITH A COPY OF THE RECEIPT TO LASERFICHE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LASERFICHE LICENSES THE SOFTWARE TO LICENSEE "AS IS" AND WITH ALL FAULTS. LASERFICHE EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LASERFICHE DOES NOT WARRANT THAT THE SOFTWARE WILL SATISFY THE REQUIREMENTS OF LICENSEE OR THAT IT IS WITHOUT DEFECT OR ERROR, OR THAT IT WILL OPERATE WITHOUT INTERRUPTION.

7. NO CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES SHALL LASERFICHE OR ITS AFFILIATES, RESELLERS, AGENTS, EMPLOYEES, CONSULTANTS, OR SUPPLIERS (COLLECTIVELY, "REPRESENTATIVES") BE LIABLE TO LICENSEE OR ANY THIRD PARTIES FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSSES FROM BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, COSTS OF RECREATING LOST DATA, OR THE COST OF SUBSTITUTE EQUIPMENT OR PROGRAMS SUSTAINED BY LICENSEE OR CLAIMS BY ANY PARTY OTHER THAN LICENSEE, OR ANY OTHER PECUNIARY LOSS), REGARDLESS OF WHETHER LASERFICHE OR ITS REPRESENTATIVES HAVE BEEN WARNED OF SUCH DAMAGES OR CLAIMS. NO SUIT, CLAIM OR CAUSE OF ACTION MAY BE BROUGHT AGAINST LASERFICHE OR ITS REPRESENTATIVES UNDER THIS LICENSE AGREEMENT MORE THAN ONE YEAR AFTER LICENSEE FIRST DISCOVERED OR SHOULD HAVE DISCOVERED ANY OF THE MATERIAL FACTS WHICH GAVE RISE TO THE SUIT, CLAIM OR CAUSE OF ACTION.

8. LIMITATION ON DAMAGES. ANY AND ALL DAMAGES SUFFERED BY LICENSEE FOR WHICH LASERFICHE IS LIABLE, WHETHER BASED ON A BREACH OF CONTRACT, BREACH OF WARRANTY, OR CLAIM OF NEGLIGENCE,



MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE ACTUAL AMOUNT LICENSEE PAID FOR THE DEFECTIVE SOFTWARE WITHIN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT LICENSEE FILES SUIT OR OTHERWISE NOTIFIES LASERFICHE OF A CLAIM AGAINST LASERFICHE, WHICHEVER OCCURS FIRST.

9. Copyright. The Software and the Documentation are owned by Laserfiche and are protected by United States copyright laws and international treaty provisions. Licensee must treat the Software and Documentation like any other copyrighted material except Licensee may install the Software and the Documentation as expressly authorized by this License Agreement and may retain the original solely for backup or archival purposes. Licensee may not copy the Documentation.

10. No Waiver. No failure to exercise or delay in exercising any right, power, or privilege under this License Agreement on the part of either party shall operate as a waiver of any right, power, or privilege under this License Agreement. No single or partial exercise of any right, power, or privilege under this License Agreement shall preclude further exercise thereof.

11. Severability. If any part of this License Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, that part shall be severed from this License Agreement and shall be deemed to have never been a part of this License Agreement and shall not affect the validity of the remainder of this License Agreement.

12. Governing Law. This License Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of, the State of California, as if all parties were resident in California and the License Agreement were to be wholly performed within the State of California.

13. Jurisdiction and Venue. Each party consents to the jurisdiction of the California Superior Court and United States District Court for the Central District of California. All judicial actions and proceedings shall be conducted only in, and each party consents to exclusive venue in, Los Angeles County, California. This paragraph shall not apply to the federal government or to any state, county or municipal government or any department or agency of any such governmental body.

14. Entire Agreement. This License Agreement, including the Licensing File, the Readme file, and the documentation which accompanies the Software and the installation, constitute the complete and exclusive statement of the mutual understanding of the parties, and supersede and cancel all previous written and oral agreements, representations, warranties, statements and other communications relating to the subject matter of this License Agreement. No course of performance, course of dealing, or usage of trade shall override the written terms of this License Agreement.

15. Limitation on Actions. No action or proceeding based on this License Agreement or arising out of its performance or breach shall be instituted by Licensee more than one year after Licensee first discovers, or should have discovered, any of the material facts upon which the cause of action is based. Licensee waives the benefit of any statute of limitations which specifies a period longer than one year for filing an action.

16. U.S. Government Restricted Rights Notice. All software products provided to the United States Government pursuant to solicitations issued prior to December 1, 1995, are subject to restrictions as set forth in FAR, 48 CFR 52.227-14 (June 1987) or FAR, 48 CFR 252.227-7013 (October 1988), as applicable. All software products provided to the United States Government pursuant to solicitations issued on or after December 1, 1995 are provided with the commercial rights and restrictions described in this License Agreement. The Contractor/ Manufacturer is Laserfiche, a division of Compulink Management Center, Inc., 3545 Long Beach Blvd., Long Beach, California 90807.

17. Export Restrictions. The Software is subject to United States export jurisdiction. Licensee shall comply with all applicable federal and international laws and regulations, including U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by the United States and other governments.

18. Captions. The captions used on this License Agreement are for convenience only and shall not be a part of this License Agreement.

Should you have any questions concerning this Agreement, or if you desire to contact Laserfiche for any reason, please write: **Laserfiche, 3545 Long Beach Blvd., Long Beach, CA 90807, U.S.A.**

ATTACHMENT 2

**TECHNOLOGY SOLUTION CONTRACT
BETWEEN THE
CITY OF LAKE STEVENS
AND
COMPULINK MANAGEMENT CENTER, INC. D/B/A LASERFICHE
CONTRACT NUMBER 2017-006-WA033**

This agreement, hereinafter referred to as "Technology Solution Contract", is made and entered into by and between City of Lake Stevens, located at 1812 Main St, Lake Stevens, WA 98258 hereinafter referred to as "Agency" and the below named firm, hereinafter referred to as "Contractor."

Contractor Name: **Compulink Management Center, Inc., a California corporation d/b/a Laserfiche**

Address: **3545 Long Beach Blvd.**

City, State ZIP: **Long Beach, CA 90405**

Phone: **(800) 985.8533**

Email: **notices@laserfiche.com**

WHEREAS, Agency and Contractor desire to enter into a Technology Solution Contract for an Enterprise Content Management (ECM) solution; and,

WHEREAS, Agency has determined that entering into this Technology Solution Contract with Contractor shall meet Agency's needs, be in the state of Washington's best interest; and,

IN CONSIDERATION of mutual promises as hereinafter set forth and incorporated herein, subject to Washington State Department of Enterprise Services Master Contract No. 07814-001 and subsequent amendment(s) hereinafter referred to as "Master Contract" which shall be incorporated herein by this reference, and as Agency and Contractor agree as follows:

1. Term

The term for this Technology Solution Contract shall be three (3) years from the execution date of this Technology Solution Contract. Agency shall have the sole discretion and option to extend this Technology Solution Contract.

Agency reserves the right to purchase additional products within the scope of this Technology Solution Contract which will be appropriately documented by amendment, signed by authorized representatives of the parties and attached and incorporated into this Technology Solution Contract.

2. Price Schedule and Fees

Total compensation payable to Contractor for products purchased shall not exceed one hundred sixty-three thousand eight hundred ninety dollars (\$163,890.34) as shown in schedule A.

The Contractor's Quote No. QUO-05656-S0B5 dated 8/2/2017 shall be attached and incorporated herein as Schedule A. A mutually agreed upon Statement of Work for services shall be created specifying tasks, acceptance criteria, timelines, and all other associated costs and shall be attached and incorporated herein as Schedule B.

(note: the total cost of product/software/maintenance and implementation services should equal the total "not to exceed" amount. Additional products, software, maintenance, and services should be purchase with an amendment to this Technology Solution Contract and increase the total "not to exceed" amount of this contract.)

3. Contract Management

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Technology Solution Contract.

Contractor Contract Manager Information	Agency Contract Manager
Compulink Management Center, Inc. d/b/a Laserfiche 3545 Long Beach Blvd Phone : 800-985-8533 Email Address: sales@laserfiche.com	Barbara Stevens City of Lake Stevens 1812 Main St. PO Box 257 Lake Stevens, WA 98258 Phone: 425.377.3225 Email address: bstevens@lakestevenswa.gov

4. Billing

The Contractor shall submit properly itemized invoices to the Agency Contract Manager. Invoices shall contain at a minimum the information listed below:

1. Technology Solution Contract Number
2. Contractor Name, address and telephone number
3. Contractor Federal Identification Number (FIN)
4. Dates
5. Description of Deliverable (If hourly, include the number of hours worked, hourly rate, total amount per line item.)
6. Total Milestone Payment Amount
7. Total dollar amount per line item
9. Net Invoice
10. Applicable taxes
11. Payment terms including any available discounts

Incorrect or incomplete invoices will be returned to Contractor for correction and reissuance.

The Contractor shall submit a monthly invoice to the Agency for services performed in the previous calendar month in a format acceptable to the Agency. The Contractor shall maintain time and expense records and provide them to the Agency upon request. Invoices for Fixed-Fee Engagement Based on Completion of Milestones shall be submitted as provided for in the payment plan described in Schedule B.

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

5. Assurances

Agency and Contractor agree that all activity pursuant to this Technology Solution Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

6. Modifications

Agency and Contractor agree that all activity pursuant to this Technology Solution Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each schedule and exhibit listed below is by this reference hereby incorporated into this Technology Solution Contract as though fully set forth herein. In the event of an inconsistency within this Technology Solution Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic Technology Solution Contract instrument
3. Terms and conditions as contained in the Master Contract incorporated by reference
4. Schedule A – Contractor Quotes
5. Schedule B – Statement of Work No. 1
6. Exhibit A – Software License Agreements (all current applicable software license/use agreements – it is the responsibility of each agency to ensure these agreements are substantially the same as the initial agreements attached in the Master Contract.)
7. Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This Technology Solution Contract, including referenced Exhibits and Schedules, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE

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

VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

APPROVAL

This Technology Solution Contract shall be subject to the written approval of Agency's authorized representative and shall not be binding until so approved. The Technology Solution Contract may be altered, amended, or waived only by a written amendment executed by both parties.

ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT AND ITS SUBSEQUENT AMENDMENTS SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, THIS TECHNOLOGY SOLUTION CONTRACT is executed by the persons signing below, who warrant they have the authority to execute the Technology Solution Contract.

City of Lake Stevens

Signature

Name

Title

Date

**Compulink Management Center, Inc. d/b/a
Laserfiche**

Signature

Lynn Tagami

Name

Vice President of Finance

Title

Date

SCHEDULE A
CONTRACTOR QUOTES

Product	Product ID	Quantity	Unit Price	Ext Amount
Software				
Laserfiche Avante Starter Audit Trail	MATS	100	\$50.00	\$5,000.00
Laserfiche Avante Import Agent	MCA01	1	\$1,495.00	\$1,495.00
Laserfiche Connector	MCNC16	100	\$25.00	\$2,500.00
Laserfiche Avante Quick Fields	MCQ01	1	\$595.00	\$595.00
Laserfiche Avante Zone OCR Validation Package	MCQC3	1	\$2,795.00	\$2,795.00
Laserfiche Avante Barcode Validation Package	MCQC4	1	\$1,695.00	\$1,695.00
Laserfiche Avante Real Time Look Up Validation Package	MCQC5	1	\$595.00	\$595.00
Laserfiche Avante ScanConnect	MCS01	1	\$165.00	\$165.00
Laserfiche Avante Forms Professional	MFRM16	100	\$50.00	\$5,000.00
Laserfiche Avante Full Named User with Web Access, Mobile, Snapshot and Email	MNF16	100	\$600.00	\$60,000.00
Laserfiche Forms Portal Add-on	MPFRM	1	\$7,995.00	\$7,995.00
Laserfiche Starter Public Portal (10)	MPP1	1	\$15,000.00	\$15,000.00
Laserfiche Avante MS SQL Server	MSE30	1	\$5,000.00	\$5,000.00
Laserfiche Avante Records Management Module	MSM60	1	\$6,000.00	\$6,000.00
Annual Maintenance				
Laserfiche Avante Starter Audit Trail Annual Maintenance	MATSB	100	\$10.00	\$1,000.00
Laserfiche Avante Import Agent Annual Maintenance	MCA01B	1	\$390.00	\$390.00
Laserfiche Connector Annual Maintenance	MCNC16B	100	\$5.00	\$500.00
Laserfiche Avante Quick Fields Annual Maintenance	MCQ01B	1	\$120.00	\$120.00
Laserfiche Avante Zone OCR Validation Package Annual Maintenance	MCQC3B	1	\$560.00	\$560.00
Laserfiche Avante Barcode Validation Package Annual Maintenance	MCQC4B	1	\$340.00	\$340.00
Laserfiche Avante Real Time Look Up Validation Package Annual Maintenance	MCQC5B	1	\$120.00	\$120.00
Laserfiche Avante ScanConnect Annual Maintenance	MCS01B	1	\$33.00	\$33.00

Laserfiche Forms Professional Annual Maintenance	MFRM16B	100	\$10.00	\$1,000.00
Laserfiche Avante Full Named User with Web Access, Mobile, Snapshot and Email Annual Maintenance	MNF16B	100	\$120.00	\$12,000.00
Laserfiche Forms Portal Add-on Annual Maintenance	MPFRMB	1	\$1,600.00	\$1,600.00
Laserfiche Starter Public Portal (10) Annual Maintenance	MPP1B	1	\$3,000.00	\$3,000.00
Laserfiche Avante MS SQL Server Annual Maintenance	MSE30B	1	\$1,000.00	\$1,000.00
Laserfiche Avante Records management Module Annual Maintenance	MSM60B	1	\$1,200.00	\$1,200.00
			Subtotal	\$136,698.00
			Freight	\$0.00
			Tax	\$10,813.78
			TOTAL	\$147,511.78

**SCHEDULE B
STATEMENT OF WORK**

STATEMENT OF WORK NO. 1

TO

CITY OF LAKE STEVENS

TECHNOLOGY SOLUTION CONTRACT NUMBER 07814-001

This Statement of Work No. 1 (SOW) to Technology Solution Contract No. 07814-001 (Contract) is entered into by and between City of Lake Stevens (Agency) and Compulink Management Center, Inc. d/b/a Laserfiche (Contractor).

Contractor agrees to provide to Agency the services set forth in this SOW, in accordance with the terms of this SOW and the Technology Solution Contract, for the fees set forth in SOW and the Contract. Specific resources to be provided and deliverables will be mutually agreed upon and documented in writing as set forth herein.

1 LOCATION AND PERIOD OF PERFORMANCE

1.1 Per a mutually agreed upon schedule, Contractor staff shall perform all work at the following location (or online via GoToMeeting):

City of Lake Stevens

1812 Main St.

PO Box 257

Lake Stevens, WA 98258

- 1.2 The period of performance for work identified in this SOW shall begin on _____ through _____.
- 1.3 The Agency reserves the right to amend or extend this SOW by mutual agreement.

PROJECT SCOPE AND OBJECTIVES

Agency seeks to implement a Laserfiche software solution in order to implement a paperless records management system with automation.

The following workstreams are included in the Services.

Workstream	Major Activities
1. Installation	1.1 Install Laserfiche Rio 10.x and the following software components: <ul style="list-style-type: none">• Laserfiche Records Management Edition• Laserfiche Workflow• Laserfiche Audit Trail• Laserfiche Forms• Laserfiche Connector• Laserfiche Quick Fields• Laserfiche Import Agent• Laserfiche Public Portal Infrastructure
2. Installation / Implementation Documents	2.1 Design and implement a document capture approach 2.2 Design and implement document-routing workflow 2.3 Design and implement Records Management

PROJECT APPROACH: MAJOR ACTIVITIES AND TASKS

To complete this project, Laserfiche will employ a five-Phase implementation approach, as shown in the diagram below. Each Phase includes ongoing project governance, project management, and weekly status reporting. As part of project governance activities, Agency's acceptance of deliverables for each Phase is required before starting the next Phase.



The remainder of this document includes the major activities and deliverables for each Phase.

Phase 1. Requirements and Design



Major Activities

This Phase consists of the establishment of project practices and templates, as well as the creation, review, and approval of a Requirements and Design document. Specific major activities/tasks for this Phase include:

1. Conduct a project kick-off meeting with Agency and its key personnel.
2. Develop a project plan for the engagement.
3. Conduct three to five workshops and interviews over a one to two-week period with the project executive sponsor, IT administrators, and subject matter experts (e.g., Department Record Coordinators) to confirm requirements. As part of this task, Laserfiche will leverage the demo provided to Agency.
4. Draft a Requirements and Design document by using information gathered in the workshops and interviews. The document will include:
 - A plan to install Laserfiche Rio and the following software components in the Agency's network:
 - Laserfiche Records Management Edition
 - Laserfiche Workflow
 - Laserfiche Audit Trail
 - Laserfiche Forms
 - Laserfiche Connector
 - Laserfiche Quick Fields
 - Laserfiche Import Agent
 - Laserfiche Public Portal Infrastructure
 - A repository file plan that includes:
 - Folder structure to support the routing and storage of up to 30 document types.
 - Metadata to appropriately index up to 30 document types.
 - High-level security to help control access and rights for up to 30 document types.
 - A capture plan that includes:
 - Capture of mail and other paper documents.
Police Case Files
 - Capture of electronic documents in PDF format.
 - Electronic workflows that include:
 - Routing of Agency documents (e.g., for approval).

- Electronic forms that:
 - To be determined (TBD) during project plan development.

5. Review the Requirements and Design document and make updates based on Agency feedback.

Major Deliverables

Deliverables for Requirements and Design will include:

- Requirements and Design Document: An Agency Requirements and Design document for the installation and configuration of the system. This will include the Hardware specifications; Interface specifications; Installation Architecture specifications and Site Customization documents.
- Project Plan: A project plan that contains tasks and the estimated hours and duration for each task.
- Status Report Template: A template that summarizes completed activities for the period; planned activities; project-related issues that could impact scope, budget and timing; and other information. This template captures key decisions with Agency on scope areas. Project Status reports to be provided to the city on mutually agreed milestones and time frames.

Phase 2. Development



Major Activities

This Phase consists of implementing the solution in accordance with the Requirements and Design document created in Phase 1. Specific major activities/tasks for this Phase include:

1. Coordinate with Agency to obtain VPN access to the network.
2. Install all licensed Laserfiche software required by the Services.
3. Develop and configure the solution per the specifications set forth in the Requirements and Design document.
4. Provide periodic solution demonstrations to Agency to obtain feedback.
5. Develop a Test Plan to conduct testing in the next Phase.

Major Deliverables

Deliverables for Development will include:

- Deployed System: Laserfiche system is deployed in Agency's Test environment per the Requirements and Design document and solution demonstrations.
- Data Conversion Plans: Document the data conversion plans for legacy records into the new Laserfiche product.

- Test Plan: Test scripts to be used by Laserfiche and Agency to test system functionality. Test as needed for interfaces identified and implemented per Requirements and Design phase.
- Configuration and Certification: Complete work as needed in order to be able to run System Configuration Reports and get completed Installation Certificates.

Phase 3. Testing



Major Activities

This Phase consists of a coordinated effort between Laserfiche and Agency to test the system. Specific major activities/tasks for this Phase include:

1. Test the system using the Test Plan and remediate issues as necessary.
2. Coordinate with Agency to onboard users.
3. Provide guidance to Agency personnel who will perform User Acceptance Testing ("UAT").
 - Address issues identified during UAT that are in scope for the Services.
 - New or modified requirements will be addressed in a separate SOW to minimize impacting the project timelines for the Services.
4. Create Deployment and Data Validation Plan.
5. Prepare for training and go-live.

Major Deliverables

Deliverables for Testing will include:

- Deployment-Ready Solution: Laserfiche solution that is tested for functionality by both Laserfiche and Agency, which will be ready for promotion to the Production environment.
- Deployment and Data Validation Plans: The Deployment Plan details how the developed solution will be promoted from the Test to Production environment. The companion Data Validation Plan is specific to solutions that require such a procedure (e.g., database migrations from legacy systems to Laserfiche). The Data Validation Plan contains a list of user inputs for the actions, steps on how to perform the actions, and expected results. The Agency will carry out the plan and verify the outputs. *Agency's acceptance of the Deployment and Data Validation Plans will constitute approval to close out the project 20 business days after the plan has been executed and the data has been validated.*

Phase 4. Deployment



Major Activities

This Phase consists of deploying the upgraded and updated system to the Production environment. Specific major activities/tasks for this Phase include:

1. Provide a train-the-trainer approach to train end-users and administrators on the developed solution.
2. Promote the solution to Agency's Production environment. Specifically:
 - Promote Laserfiche environment from Test to Production.
 - Promote the form, workflows, and Quick Fields sessions to the Production environment.
 - Promote folder structure, security, and metadata to the Production environment.
3. Address production-specific issues that occur.
4. Inform Agency that the system is available and in a production state for end-users to use the system.

Major Deliverables

Deliverables for Deployment will include:

- User Training: A User Training Plan that Agency can use to train end-users and administrators. Assist the city as needed with staff training.
- Deployed System: Laserfiche system deployed to the Production environment per the Go-Live and Stabilization Plan documents.
- System Documentation: Project documentation on the administrative aspects of the system.

Phase 5. Transition to Agency



Major Activities

This Phase consists of transitioning the system to Agency system administrators and providing knowledge transfer. Specific major activities/tasks for this Phase include:

1. Perform post-deployment support activities.
 - Provide guidance to Agency on monitoring and documenting issues that may arise.
 - Coordinate with Agency administrators for up to 10 business days to

help diagnose and resolve identified issues.

2. Transfer day-to-day system maintenance to Agency.
3. Walk Agency through the System documentation created in the Deployment Phase.
4. Introduce methods for accessing Support services for Laserfiche from VAR to Agency's post-project support team via an email.

Major Deliverables

Deliverables for Transition to Support will include:

- Closeout Notification: An email that contains a high-level summary of deliverables provided by Laserfiche to Agency. After "closeout," all new Services work not expressly covered by the LSAP will be considered a new billable project.
- Operations Manual: System Operations manual to be provided to the city per the system requirements and implementation along with Template Tools for Documenting Business Processes.

PRICING AND PAYMENT TERMS

Professional Services Pricing

The table below sets forth the estimated level of effort required for this project, including both onsite and offsite Professional Services work. This project will be billed on a fixed-price. Project management will be billed as part of the Services.

Reasonable out-of-pocket expenses (e.g., airfare, lodging, meals, and ground transportation) will be billed as incurred, and will be consistent with Washington state requirements.

Phase	Description	Rate	Est. Hours	Estimated Cost
1	Requirements and Design	\$188	10	\$ 1,880
2	Development (non-programming)	\$188	25	\$ 4,700
3	Testing	\$188	5	\$ 940
4	Deployment	\$188	40	\$ 7,520
5	Transition to Support	\$188	0	\$ 0
Total			80	\$ 15,040
SALES TAX				\$1,338.56
TOTAL				\$16,378.56

Payment Plan for Fixed-Fee Engagement Based on Completion of Milestones

All Services will be performed in accordance with this mutually accepted SOW. To provide initial funding for the project and simplify billing, an initial payment of 20% of the cost of the SOW will be billed upon execution of the document. 55% of the cost of the SOW will be billed upon acceptance and completion of the Requirements and Design (Phase 1). 15% of the cost will be billed upon acceptance and completion of the Deployment-ready Solution deliverable of Phase 3. 10% of the cost of the SOW will be billed upon closeout.

Invoices are due 30-days upon receipt. If and when changes to project scope or effort required to complete specific work items occur due to unforeseen complications or issues outside of Laserfiche's control, Laserfiche will prepare a change order for approval by Agency.

ADDITIONAL TERMS AND CONDITIONS

Subcontractors

Contractor has advised Agency that Contractor intends to subcontract a portion of the Services to Cities Digital located at 2107 Elliott Ave., Suite 301, Seattle, WA 98121 ("Subcontractor"). Agency hereby approves Contractor's delegation of the responsibility to Subcontractor to perform a portion of the Services required by this SOW.

Agency Responsibilities

Agency will be responsible for the following:

1. Agency will make available, and provide timely access to (e.g. within two to three business days), necessary personnel to ensure project success, including:
 - a. A designated project manager to help schedule meetings, facilitate project governance, coordinate document requests, and other tasks.
 - b. IT personnel such as system administrators, database administrators, and help desk.
 - c. Subject matter specialists to provide information on Agency's system and file plan.
 - d. Personnel to execute the test scripts and document results for User Acceptance Testing ("UAT"). Personnel will be made available per the project schedule and plan. Any delays in UAT may involve additional hours or fees.

Resource List

Project Team	Purchaser Team
Patrick Welsch	Barb Stevens
Jessica Welsch	Troy Stevens

Mike Richardson	
Kyle Knebel	
Dan Siegel	

2. Agency will work with Laserfiche to provide any necessary technical resources and support. This includes:
 - a. Providing timely access and user credential to Agency network, applications, database and related resources, including remote access.
 - b. Providing configured Test environment that closely mirrors the Production environment.
 - c. Providing only test data and not production data to Laserfiche.
 - d. Configuring Kerberos, Active Directory and security policies as required for the implementation.
 - e. Performing and testing backups of the Laserfiche configuration, database and other systems as needed.
 - f. Completing any testing (e.g., system, integration, user acceptance testing) as needed.
3. Agency will provide requested documentation and acceptance of key deliverables within two to three business days. If Agency does not respond in writing to Laserfiche's request for acceptance within five business days of Laserfiche's request, or Agency does not reasonably refuse such approval within the five-day period, Agency will be deemed to have accepted. If Agency decides not to deploy after acceptance of the Deployment-ready Solution deliverable of Phase 3 (Testing), Laserfiche may close out this project. After "closeout," all new Services work not expressly covered by the LSAP will be considered a new billable project.
4. Agency will be responsible for licensing all software components necessary for completing Services.

Key Assumptions

The following are key assumptions for delivery of the Services:

1. The scope of the engagement will include the Services specifically described in this SOW. Any additional scope requests will be provided in a separate SOW or change order.
 - a. Please see the project plan draft below for details to be included in the SOW

Task Name	Hours Estimate	Duration	Start	Finish
Implement Laserfiche Solution	78.25	56 days	Mon 8/28/17	Mon 11/13/17
Stage I - Planning & Installation	14.5	40 days	Mon 8/28/17	Fri 10/20/17
Project Management	10.5	36 days	Fri 9/1/17	Fri 10/20/17
Conduct Project Kickoff Meeting	1.5	1 day	Fri 9/1/17	Fri 9/1/17

Draft Project Plan	1	5 days	Mon 9/4/17	Fri 9/8/17
Approve Project Plan	0	3 days	Mon 9/11/17	Wed 9/13/17
Conduct Ongoing PM Tasks	8	1 day	Fri 10/20/17	Fri 10/20/17
Install Laserfiche	1	7 days	Mon 8/28/17	Tue 9/5/17
Plan Installation	1	7 days	Mon 8/28/17	Tue 9/5/17
Conduct Support Installation Meeting	1	1 day	Mon 8/28/17	Mon 8/28/17
Prepare System Architecture	0	5 days	Tue 8/29/17	Mon 9/4/17
Download Software	0	1 day	Tue 9/5/17	Tue 9/5/17
Conduct Installations	3	3 days	Wed 9/6/17	Fri 9/8/17
Install & Test Server Components	1.5	2 days	Wed 9/6/17	Thu 9/7/17
Install & Test Workstations	1.5	1 day	Fri 9/8/17	Fri 9/8/17
Stage II - Training & Evaluation	21.75	5 days	Fri 9/8/17	Thu 9/14/17
Project Team Training	21.75	5 days	Fri 9/8/17	Thu 9/14/17
Session 1:	4.5	1 day	Fri 9/8/17	Fri 9/8/17
LF Client Training	1.5	1 day	Fri 9/8/17	Fri 9/8/17
Administration Console Training	1	1 day	Fri 9/8/17	Fri 9/8/17
LF Security Training	1	1 day	Fri 9/8/17	Fri 9/8/17
LF Scanning Training	1	1 day	Fri 9/8/17	Fri 9/8/17
Session 2:	4	1 day	Mon 9/11/17	Mon 9/11/17
LF Import Agent Training	0.5	1 day	Mon 9/11/17	Mon 9/11/17
Workflow Designer Training	1.5	1 day	Mon 9/11/17	Mon 9/11/17
LF Forms Training - Level 1	1.5	1 day	Mon 9/11/17	Mon 9/11/17
LF Resource	0.5	0.5 days	Mon 9/11/17	Mon 9/11/17
Session 3:	4.25	1 day	Tue 9/12/17	Tue 9/12/17
LF Forms Training - Level 2	1.5	1 day	Tue 9/12/17	Tue 9/12/17
Web Access Training	1	0.5 days	Tue 9/12/17	Tue 9/12/17
LF Connector Training	1	1 day	Tue 9/12/17	Tue 9/12/17
Audit Trail Training	0.75	1 day	Tue 9/12/17	Tue 9/12/17
Session 4:	5	1 day	Wed 9/13/17	Wed 9/13/17
Quick Fields Training - Level 1	1.5	1 day	Wed 9/13/17	Wed 9/13/17
Quick Fields Training - Level 2	1.5	1 day	Wed 9/13/17	Wed 9/13/17
LF Quick Fields 10 Training – Server	1	1 day	Wed 9/13/17	Wed 9/13/17
LF Quick Fields 10 Training – QF Scanning	1	1 day	Wed 9/13/17	Wed 9/13/17
Session 5:	4	1 day	Thu 9/14/17	Thu 9/14/17
LF Records Management Training	2	1 day	Thu 9/14/17	Thu 9/14/17
Weblink Administration Training	1.5	1 day	Thu 9/14/17	Thu 9/14/17
Weblink User Training	0.5	1 day	Thu 9/14/17	Thu 9/14/17
Stage III - System Configuration	42	39 days	Fri 9/15/17	Wed 11/8/17
Laserfiche Configuration Item 1: WA Core and Transparent Records Management	17	21 days	Fri 9/15/17	Fri 10/13/17
Design	5	12 days	Fri 9/15/17	Mon 10/2/17
Development	8	6 days	Tue 10/3/17	Tue 10/10/17
Testing	2	2 days	Wed 10/11/17	Thu 10/12/17
Deployment	2	1 day	Fri 10/13/17	Fri 10/13/17
Laserfiche Configuration Item 2: Police	25	18 days	Mon 10/16/17	Wed 11/8/17
Design	8	10 days	Mon 10/16/17	Fri 10/27/17
Development	13	5 days	Mon 10/30/17	Fri 11/3/17
Testing	2	2 days	Mon 11/6/17	Tue 11/7/17
Deployment	2	1 day	Wed 11/8/17	Wed 11/8/17
Close Out	0	3 days	Thu 11/9/17	Mon 11/13/17
Distribute Project Close Out Form	0	1 day	Thu 11/9/17	Thu 11/9/17
Sign & Return Project Close Out Form	0	3 days	Thu 11/9/17	Mon 11/13/17

b. Other than basic installation activities, the scope does not include configuring Records Management, Work Flow, Audit Trail, Forms, Connector and other Laserfiche software components except for those components when tied to the deliverables identified in this and subsequent SOW documents.

- c. Any onsite work will be performed as needed at Agency's offices in Lake Stevens, Washington. All other work will be performed remotely. Currently, 5 trips are contemplated for the Services.
- 2. The project is estimated at 80 hours over a 36 week period. Any delays and additional hours incurred because of Agency's failure to fulfill its responsibilities will be billed to Agency.
- 3. If Agency does not either reasonably refuse or contest Laserfiche's request that Agency accept the hours incurred and billed within five business days of Laserfiche's request, Agency will be deemed to have accepted it.
- 4. All Laserfiche Software Products, Professional Services and Support are sold subject to the terms and conditions of Laserfiche's Software License Agreement (EULA), which accompanies the software.
- 5. By signing this SOW, Agency accepts all of these terms and conditions, which will not be varied except in writing signed by both parties. C

Approval

This SOW is subject to the written approval of Agency's authorized representative and will not be binding until so approved.

ALL OTHER TERMS AND CONDITIONS OF THE TECHNOLOGY SOLUTION CONTRACT, ITS AMENDMENTS, RELATED STATEMENT OF WORKS, AND THE MASTER CONTRACT REMAIN IN FULL FORCE AND EFFECT.

In Witness Whereof, this Statement of Work is executed by the persons below, who warrant that they are authorized by their respective parties to execute this Statement of Work.

City of Lake Stevens, Washington (Agency)	Compulink Management Center, Inc. d/b/a Laserfiche (Contractor)
Signature	Signature
Print or Type Name Date	Print or Type Name Date
Title	Title

**VAR Cities Digital, INC.
(Subcontractor)**

Signature

Print or Type Name

Date

Title

Exhibit A
LASERFICHE SOFTWARE LICENSE AGREEMENT or "EULA"

This Software License Agreement ("License Agreement") is made between Compulink Management Center, Inc., a California corporation doing business as Laserfiche and whose principal place of business is in Long Beach, California ("Laserfiche"), and the party (referred to as the "Licensee"), who has lawfully acquired the Software.

PLEASE READ THIS LICENSE AGREEMENT CAREFULLY. BY INSTALLING, COPYING OR USING THE SOFTWARE OR THE DOCUMENTATION THAT ACCOMPANIES THIS LICENSE AGREEMENT, YOU AGREE TO THE TERMS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY OR USE THE SOFTWARE OR THE DOCUMENTATION AND, IF APPLICABLE, RETURN IT TO YOUR SUPPLIER FOR A FULL REFUND.

RECITALS

- A. Laserfiche has developed certain document imaging and management software programs which it markets under the trademark Laserfiche® ("Software").**
- B. The Software constitutes valuable proprietary products and trade secrets of Laserfiche embodying substantial creative efforts and confidential information, ideas, and expressions. Laserfiche has invested large amounts of capital and time to develop and promote the Software. Laserfiche claims copyrights and proprietary trade secrets in the Software.**
- C. Licensee understands that the Software is compatible only with certain types of computers and operating systems and that Licensee is responsible for assuring the compatibility between its computer systems, its software solutions, if any, and the Software.**

THEREFORE, in consideration of the premises and covenants contained this License Agreement, Laserfiche and Licensee agree as follows:

Terms of License Agreement

1. Grant of License.

- A. Description. Laserfiche grants Licensee a limited, non-exclusive, non-transferable license to use all of the Software described on the purchase order accompanying the Software, subject to the terms and conditions of this License Agreement and the Licensing File which accompanies the Software. The Software includes, without limitation express or implied, some or all of the following types of software: (a) "Server Software" that provides document management services to other programs, and "Client Software" that allows a**

computer or workstation to access or utilize the services provided by the Server Software; (b) "Stand-alone Software" that operates on a single computer; and (c) "Plug-in Software Modules" that can be added to the previously mentioned Software packages.

B. Limitations and Requirements.

- i. The Licensing File accompanying the Software or associated with the Licensing Key accompanying the Software defines the scope and limitations of the Software license for this product. You may only use the License File issued by Laserfiche to fulfill the license purchase described on the purchase order accompanying the Software.
- ii. Licensee may install one copy of the Server Software on a single physical or a single virtual operating system environment (the instance of the running Server Software shall be referred to as the "Server"), unless the licensee is acquiring a license to the Laserfiche Rio product. If Laserfiche Rio is being licensed, Licensee may install up to the maximum number copies of the Server Software listed in the License File (labeled as "instances") to multiple physical or virtual operating system environments so long as those installations have continuous network access to a running instance of the included License Manager program. Licensee may install only one copy of the License Manager program on a single physical or a single virtual operating system environment.
- iii. The Server Software may only be operated with the database system(s) (Microsoft SQL or Oracle) listed in the Licensing File. If no database system is listed in the License File, then the Server Software may only be operated with Microsoft SQL Express.
- iv. The Server Software may only host the number of repositories listed in the Licensing File (labeled as "databases"), unless the Licensee is acquiring a license to the Laserfiche Rio product. If Laserfiche Rio is being licensed, each running copy of the Server Software may host up to the number of repositories listed in the Licensing File.
- v. Named user connections are allocated to specific individuals or devices at the choice of the Licensee. When a named user connection is allocated to a specific individual person's Laserfiche or external directory account, that individual may not share the use of that named user connection by sharing the use of their account with others. When a named user connection is allocated to a device, the connection may only be used from that device and various individuals may share the use of that device so long as only one individual is accessing the Server Software from that device at a time. There are two types of named user connections – named user connections capable of modifying a repository governed by the Server (referred to as "Named Full User" connections and listed in the License File as "named read-write

objects") and named user connections capable of only read-only access (referred to as "Named Retrieval" connections and listed in the License File as "named read-only objects"). Only the maximum number of each type of named user connection listed in the License File may be allocated to individuals or devices. Named user connections may not be routinely reallocated for the purpose of lessening the number of named user connections required.

- vi. Concurrent user connections are shared among individuals. There are two types of concurrent user connections – concurrent user connections capable of modifying a repository governed by the Server (referred to as "Full User" connections and listed in the License File as "read-write users") and concurrent user connections capable of only read-only access (referred to as "Retrieval" connections and listed in the License File as "read-only users"). Once the maximum number of read-write or read-only concurrent user connections specified in the License File is reached, no additional user connections of that type may be made, until some user connections of that type are closed. Individuals who require write access in the course of their work must use a Full User connection at all times; thus, individuals assigned to use a Full User connection may not use a Retrieval connection to perform read-only tasks which do not require a Full User connection. Hardware or software may not be used to reduce the number of concurrent user connections required for individuals to access or otherwise utilize Server services (sometimes called "multiplexing").
- vii. Public Portal connections allow read-only access to the Server Software only using a Laserfiche application known as WebLink. If the license file lists a maximum number of Public Portal connections (listed as "read-only public portals"), then once the maximum number of Public Portal connections specified in the License File is reached, no additional Public Portal connections may be made, until some Public Portal connections are closed. If the license file lists a maximum number of CPU sockets that may be utilized to support Public Portal access (listed as "read-only CPU limit"), then Public Portal connections may be made only if the physical or virtual machine on which the Server Software is running has the listed number of CPUs or fewer. If neither a maximum number of Public Portal connections nor a maximum number of CPUs for Public Portal access is listed in the License File, then no Public Portal connections may be made.
- viii. Licensee may not install a version of the Server Software later than the version listed in the License File.
- ix. If the License File lists an expiration date, the Server Software may not be run after that date.
- x. If the License File specifies one or more languages, then the Laserfiche user interface may only be run in those languages.

- xi. Add-ons and additional features that the Server Software can support may only be used when listed in the License File.
- xii. If Licensee desires to upgrade or enhance the capabilities of the Software or the numbers of users, connections or other features, Licensee must acquire the appropriate license(s) from Laserfiche to do so by updating the License File.
- xiii. The Software may only be used as intended, according to the capabilities made available through its various user interfaces and according to the documentation accompanying the Software.
- xiv. Licensee shall be solely responsible for customizing the Software and the data repository to restrict access only to those particular persons and entities to whom Licensee agrees to make its documentation and information available. Licensee waives all liability, claims, damages and suits against Laserfiche, and all of its employees, officers, directors and contractors, in any way related to the unauthorized disclosure of, or access to, information or documentation in the data repository, whether or not due to a defect in the Software. Licensee acknowledges that this License Agreement contains other limited warranties and limitations and waivers of damages and claims, and that Licensee's waiver of liability in this section shall be in addition to, and not in lieu of, Licensee's other waivers set forth elsewhere in this License Agreement.

2. Ownership of Software. Laserfiche shall retain ownership of, and title to, the Software and Documentation (including all adaptations or copies). Licensee is acquiring the license under the terms described in this License Agreement, and the Licensee acquires no other rights.

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5. Term and Termination. This License Agreement shall commence and terminate as follows:

- A. The term of this Agreement shall commence upon Licensee's acceptance of this License Agreement and continue until terminated as provided in this License Agreement. Laserfiche may terminate this License Agreement for cause immediately following a breach of this License. Laserfiche may also terminate this License Agreement if (i) Licensee violates, infringes or compromises any trademark, copyright, patent or Trade Secret of Laserfiche, or interferes with any relationship between Laserfiche and any of its other Licensees or End Users of the Software; or (ii) Licensee's license to use its Software has been terminated.**
- B. Upon termination of this License Agreement, Licensee shall immediately cease all use of the Software and the Documentation and return to Laserfiche all versions and copies of the Software and the Documentation. Licensee shall remove and uninstall all such programs and materials from all hard drives and other devices on which the Software or the Documentation may be found.**
- C. The termination of this License Agreement shall not terminate Licensee's obligations under this License Agreement, nor shall it release Licensee from the obligation to pay any monies that it may owe Laserfiche or operate to discharge any liability that Licensee incurs before termination.**

6. LIMITED WARRANTY; DISCLAIMER. THE MEDIA (NOT SOFTWARE) IS WARRANTED TO THE ORIGINAL LICENSEE AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF THREE (3) MONTHS FROM THE DATE OF ORIGINAL ACQUISITION. DEFECTIVE MEDIA WILL BE REPLACED WHEN IT IS RETURNED POSTAGE PREPAID WITH A COPY OF THE RECEIPT TO LASERFICHE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LASERFICHE LICENSES THE SOFTWARE TO LICENSEE "AS IS" AND WITH ALL FAULTS. LASERFICHE EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LASERFICHE DOES NOT WARRANT THAT THE SOFTWARE

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7. NO CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES SHALL LASERFICHE OR ITS AFFILIATES, RESELLERS, AGENTS, EMPLOYEES, CONSULTANTS, OR SUPPLIERS (COLLECTIVELY, "REPRESENTATIVES") BE LIABLE TO LICENSEE OR ANY THIRD PARTIES FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSSES FROM BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, COSTS OF RECREATING LOST DATA, OR THE COST OF SUBSTITUTE EQUIPMENT OR PROGRAMS SUSTAINED BY LICENSEE OR CLAIMS BY ANY PARTY OTHER THAN LICENSEE, OR ANY OTHER PECUNIARY LOSS), REGARDLESS OF WHETHER LASERFICHE OR ITS REPRESENTATIVES HAVE BEEN WARNED OF SUCH DAMAGES OR CLAIMS. NO SUIT, CLAIM OR CAUSE OF ACTION MAY BE BROUGHT AGAINST LASERFICHE OR ITS REPRESENTATIVES UNDER THIS LICENSE AGREEMENT MORE THAN ONE YEAR AFTER LICENSEE FIRST DISCOVERED OR SHOULD HAVE DISCOVERED ANY OF THE MATERIAL FACTS WHICH GAVE RISE TO THE SUIT, CLAIM OR CAUSE OF ACTION.

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10. No Waiver. No failure to exercise or delay in exercising any right, power, or privilege under this License Agreement on the part of either party shall operate as a waiver of any right, power, or privilege under this License Agreement. No single or partial exercise of any right, power, or privilege under this License Agreement shall preclude further exercise thereof.

11. Severability. If any part of this License Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, that part shall be severed from this License Agreement and shall be deemed to have never been a part of this License Agreement and shall not affect the validity of the remainder of this License Agreement.

12. Governing Law. This License Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of, the State of California, as if all parties were resident in California and the License Agreement were to be wholly performed within the State of California.

13. Jurisdiction and Venue. Each party consents to the jurisdiction of the California Superior Court and United States District Court for the Central District of California. All judicial actions and proceedings shall be conducted only in, and each party consents to exclusive venue in, Los Angeles County, California. This paragraph shall not apply to the federal government or to any state, county or municipal government or any department or agency of any such governmental body.

14. Entire Agreement. This License Agreement, including the Licensing File, the Readme file, and the documentation which accompanies the Software and the installation, constitute the complete and exclusive statement of the mutual understanding of the parties, and supersede and cancel all previous written and oral agreements, representations, warranties, statements and other communications relating to the subject matter of this License Agreement. No course of performance, course of dealing, or usage of trade shall override the written terms of this License Agreement.

15. Limitation on Actions. No action or proceeding based on this License Agreement or arising out of its performance or breach shall be instituted by Licensee more than one year after Licensee first discovers, or should have discovered, any of the material facts upon which the cause of action is based. Licensee waives the benefit of any statute of limitations which specifies a period longer than one year for filing an action.

16. U.S. Government Restricted Rights Notice. All software products provided to the United States Government pursuant to solicitations issued prior to December 1, 1995, are subject to restrictions as set forth in FAR, 48 CFR 52.227-14 (June 1987) or FAR, 48 CFR 252.227-7013 (October 1988), as applicable. All software products provided to the United States Government pursuant to solicitations issued on or after December 1, 1995 are provided with the commercial rights and restrictions described in this License Agreement. The Contractor/ Manufacturer is Laserfiche, a division of Compulink Management Center, Inc., 3545 Long Beach Blvd., Long Beach, California 90807.

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18. Captions. The captions used on this License Agreement are for convenience only and shall not be a part of this License Agreement.

Should you have any questions concerning this Agreement, or if you desire to contact Laserfiche for any reason, please write: Laserfiche, 3545 Long Beach Blvd., Long Beach, CA 90807, U.S.A.

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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda September 12, 2017
Date:

Subject: Approve FCS Group Scope of Service for Task 3 – Stormwater Rate Study

Contact Person/Department:	Barb Stevens, Finance Director/City Clerk	Budget Impact:	Not to Exceed \$24,900
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RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: **Approve FCS Group Scope of Service for Task 3 – Stormwater Rate Study**

SUMMARY/BACKGROUND:

Council approved a professional services agreement with RFCS Group on May 01, 2016 in an amount not to exceed \$85,000. This PSA will be performed on a per task basis, with each task being approved by the Finance Subcommittee or Council prior to being undertaken and completed.

Task 3: Performing Stormwater Rate Study

The FCS Group has provided a scope of services, budget and detailed description of services and product to be provided, which is attached. Generally the scope provides for five tasks including Data Collection and Review, Policy Framework, Technical Analysis, Meetings, including a meeting with Council to discuss the findings of the study and analysis, and Documentation of the rate study and analysis. It is anticipated this will take approximately four months to complete, from the date of notice to proceed.

This is the third and final task under the Professional Services Agreement previously approved by Council.

Total PSA Budget Approved:	\$85,000.00
Task 1: Strategic Development Plan	\$40,000.00
Task 2: Annexation Analysis	\$20,000.00
Task 3: Stormwater Rate Study	\$24,900.00

APPLICABLE CITY POLICIES: N/A

BUDGET IMPACT: **Not to Exceed \$24,900**

ATTACHMENTS:

1. **Stormwater Rate Study Scope of Services**

SCOPE OF SERVICES

The City of Lake Stevens wishes to update its stormwater rate. The following stormwater utility rate update work plan includes both a stormwater policy review and a financial plan (including a rate forecast).

Task One: Data Collection and Review

We will prepare an initial data request identifying specific pieces of data to be collected from the City. We will review data provided by the City and make formal requests for any additional items or explanations as necessary. Inconsistencies and problems in data collected will be identified and resolved to allow accurate analysis. We will participate in a project kickoff meeting.

Task One Work Products:

- ◆ Data request
- ◆ Additional data request as necessary
- ◆ Project kickoff meeting

Task Two: Policy Framework

We will write a brief issue summary for each of up to two issues. In each paper, we will define and analyze the issue, present alternative solutions (including industry standards, if applicable), and recommend a course of action. The following issues will likely be included:

- ◆ Rate Structure – The City rate is based on impervious surface area, an accepted measure of contribution of runoff, and parcel size. In this paper, we would evaluate alternative rate structures and recommend a revised rate structure -- or improvements to the existing structure.
- ◆ Rate Credits – The City grants rate credits for qualifying on-site mitigation and direct discharge. A careful analysis would validate the portion of the utility's costs that are impacted by on-site mitigation – and that the maximum credit should be adjusted.

Task Two Work Products:

- ◆ Up to two issue summaries

Task Three: Technical Analysis

The technical analysis will include both revenue requirement and rate credit analyses (if desired). The revenue requirement is defined as the total amount of rate revenue needed to meet an enterprise's financial obligations, including capital, operating, and policy-driven commitments. The results of the revenue requirement analysis will be the recommended percentage rate increases or decreases, as applied to the current rate structure, needed to meet the obligations of the stormwater service. The result of the rate credit analysis will be an updated maximum rate credit.

- 3.1 Using an Excel spreadsheet model, and with the input of City staff, we will construct or adapt an analytical model to project operations and capital revenue requirements for a 20-year period. The model will be constructed with user-friendliness in mind and will accommodate user-entry of key data and assumptions. The model will be flexible and stable enough to analyze multiple scenarios and/or levels of service.

3.2 Incorporating the policy framework developed in Task 2, we will project revenue requirements for a 20-year study period.

3.3 Revenue requirement findings may be revised in light of feedback from the City.

3.4 Applying the credit approach agreed-upon in Task Two, we will calculate an updated maximum credit percentage to be provided against the stormwater rate.

Task Three Work Products:

- ◆ Revenue requirements and rate credit analysis and model in Excel spreadsheet

Task Four: Meetings

We will prepare for and participate in the following on-site meetings.

4.1 Staff review meetings. We will meet with City staff up to two times, once on-site and once off-site via video conference, to review and discuss the draft study results. Following these reviews, we will revise the analysis and finalize recommendations.

4.2 Council meeting. We will prepare for and meet with the City Council to present and discuss findings.

Task Four Work Products:

- ◆ Participation in meetings with City staff (2) and Council (1).

Task Five: Documentation

Task Five includes the writing of the study report and the delivery of the spreadsheet model.

5.1 Computer spreadsheet. We will provide a copy of the Excel spreadsheet model.

5.2 Draft Report. A draft report will be prepared that summarizes all of the findings, recommendation and supporting materials for this project for staff review and presentation to Council. We will provide an electronic copy of the report for review.

5.3 Final Report. A final report will be prepared that includes revisions based on City staff and Council comments. The final product shall be prepared and delivered as both a bound paper copy (six copies) and an electronic version in Microsoft Word and Excel.

Task Five Work Products:

- ◆ Draft report
- ◆ Final report (six copies)
- ◆ Electronic copy of analytical model

We propose to perform the study described above for no more than \$24,900. A detailed project budget is provided below.

	Principal Ghilarducci	Manager	Consultant	Support	Hours	Cost
Hourly Rate ==>	\$255	\$175	\$130	\$85		
<i>(Number of meetings by task noted in parentheses)</i>						
Task One: Project Kick-off & Data Collection						
1.1 Data request and review	-	1.0	4.0	-	5.0	\$ 695
1.2 Follow-up data request	-	-	2.0	-	2.0	260
1.3 Kickoff meeting (1 meeting)	4.0	4.0	4.0	-	12.0	2,240
<i>Task 1 Total:</i>	4.0	5.0	10.0	-	19.0	\$ 3,195
Task Two: Policy Framework						
2.1 Draft issue summaries	2.0	4.0	12.0	-	#	18.0
<i>Task 2 Total:</i>	2.0	4.0	12.0	-	18.0	\$ 2,770
Task Three: Revenue Requirements Analyses						
3.1 Construct analytical model	-	2.0	8.0	-	10.0	\$ 1,390
3.2 Project baseline revenue requirements	1.0	4.0	28.0	-	33.0	4,595
3.3 Incorporate feedback	-	1.0	8.0	-	9.0	1,215
3.4 Calculate maximum credit	2.0	-	12.0	-	14.0	2,070
<i>Task 3 Total:</i>	3.0	7.0	56.0	-	66.0	\$ 9,270
Task Four: Meetings						
4.1 Review meetings (2 meetings)	4.0	6.0	8.0	-	18.0	\$ 3,110
4.2 Council meeting (1 meeting)	4.0	-	4.0	1.0	9.0	1,625
<i>Task 4 Total:</i>	8.0	6.0	12.0	1.0	27.0	\$ 4,735
Task Five: Documentation						
5.1 Spreadsheet model	-	1.0	2.0	-	3.0	\$ 435
5.2 Draft report	2.0	4.0	16.0	1.0	23.0	3,375
5.3 Final report	1.0	1.0	4.0	2.0	8.0	1,120
<i>Task 5 Total:</i>	3.0	6.0	22.0	3.0	34.0	\$ 4,930
PROJECT TOTALS:	Hours:	20.0	28.0	112.0	4.0	164.0
	Labor:	\$ 5,100	\$ 4,900	\$ 14,560	\$ 340	\$ 24,900



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: September 12, 2016

Subject: Professional Services Agreement with Outcomes by Levy for Government Affairs Services

Contact Person/Department: Gene Brazel, City Administrator **Budget Impact:** 2017: \$13,500.00
2018: \$40,500.00

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to sign the Professional Services Agreement with Outcomes by Levy.

SUMMARY/BACKGROUND:

The City began working with Outcomes by Levy in October 2013 to assist the City in retaining the SR9/204 project in the transportation package, identify capital project requests and grant funding opportunities for additional capital projects, and to assist the City to keep informed about issues in the legislative arena. The City has continued to work with Outcomes by Levy in since that time. With the assistance of Outcomes by Levy, the City has been very successful in securing grant and project funds, and particularly in the last legislative session, funding for SR9/204 improvements. The contract proposal for this year is to continue work on the SR 9/SR 204 project including funding, design and staying on schedule, assist with support and lobby for the 2017-2019 Capital Budget request related to the Civic Center Project, and providing assistance with identifying and working with other key issues including fiscal and revenue issues, law enforcement and developing and implementing the 2018 Legislative Agenda.

The proposal for this year represents a drop in rates from \$5,567 per month to \$4,500 per month.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: 2017: 13,500; 2018: \$40,500.00

ATTACHMENTS:

► Exhibit A: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LAKE STEVENS, WASHINGTON AND OUTCOMES BY LEVY, LLC FOR CONSULTANT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation ("City"), and Outcomes by Levy, LLC, a Washington Limited Liability Corporation ("Consultant").

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

ARTICLE I. PURPOSE

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

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

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

III.3 TERM. The term of this Agreement shall commence on October 1, 2017 and shall terminate at midnight, September 30, 2018. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 EMPLOYMENT.

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

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. (Please indicate No or Yes below)

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

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

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney's fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement

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

III.6 INDEMNITY.

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

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

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. **Public Records Requests.**

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

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

III.7 INSURANCE.

a. **Insurance Term.**

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

b. **No Limitation.**

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

(1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office

(ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

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

d. **The minimum insurance limits shall be as follows:**

Consultant shall maintain the following insurance limits:

- (1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

e. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

f. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with insurers with a current A.M. Best rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best A:VII rating.

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

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

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

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

k. **Public Entity Full Availability of Consultant Limits**

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

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

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

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

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

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

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

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

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

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

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

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section and shall be \$4,500 per month plus reimbursement for routine legislative session related expenses for mileage, meals, parking and overnight accommodations. Legislative expenses shall be prorated with other clients of the Consultant to the maximum extent practicable. In no event shall the compensation paid to Consultant under this Agreement exceed \$54,000 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

b. Public Records.

The parties agree that this Agreement and records related to the performance of the

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

ARTICLE V. GENERAL

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

To the City:

City of Lake Stevens
Attn: City Clerk
1812 Main Street (Physical address)
Post Office Box 257 (Mailing Address)
Lake Stevens, WA 98258

To the Consultant:

Outcomes By Levy
Attn: Doug Levy
15619 NE 62nd Place
Kenmore, WA 98028

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

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

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

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 SEVERABILITY.

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

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

V.6 NONWAIVER. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

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

V.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of September, 2017.

CITY OF LAKE STEVENS

OUTCOMES BY LEVY, LLC

By: _____
John Spencer, Mayor

By: _____
Doug Levy, Member

Approved as to Form:

By: _____
Grant K. Weed, City Attorney

EXHIBIT A SCOPE OF SERVICES

Doug Levy, in partnership with Jennifer Ziegler, will work on the following priorities and issue areas for the City of Lake Stevens:

State Route 9/State Route 204 Project Funded in “Connecting Washington” Package

- Work with City on potential legislative, inter-agency, and budget provisions that may be necessary to expedite the funding schedule for SR 9/SR 204;
- Assist City staff with implementation efforts and “practical design” work on SR 9/SR 204;
- Work with WSDOT, city staff, and area legislators to ensure that delivery of the SR 9/SR 204 stays on schedule;

Civic Center Project in Downtown Lake Stevens

- Work with city staff and city consultants to prepare a 2017-19 Capital Budget request for a next phase of infrastructure investments associated with the Civic Center project.

Prioritizing Other Key Issues

- Work with the Mayor, Interim City Administrator, city staff, and City Council Members to identify other key priority issues for Lake Stevens, which may include:
 - Fiscal and revenue issues of key importance to the City;
 - Law enforcement/criminal justice including needed funding for Basic Law Enforcement Academy (BLEA) training slots;
 - Public Records Act reforms and modernization;
 - Affordable Housing/Homelessness/Mental Health;

2018 Legislative Agenda Preparation/Implementation/Follow-up

- Work with the Mayor, City Administration, and City Council Members on development and adoption of a 2018 Legislative Agenda reflecting Lake Stevens priority issues as well as a variety of items Lake Stevens will be prepared to support or oppose;
- Present a proposed 2018 Legislative Agenda to the Lake Stevens City Council;
- Schedule and coordinate meetings with 44th District state legislators to prepare for the 2018 Session, as well as in-Session meetings as needed with lawmakers from the 44th;
- Schedule, coordinate, and conduct meetings with other key state legislators, including committee chairs and ranking members as appropriate, to further legislative priorities;
- Monitor proposed bills in 2018 to ensure those impacting Lake Stevens are reviewed;
- Testify on behalf of Lake Stevens as necessary on bills and budget items of importance;
- Prepare testimony for Lake Stevens Mayor, Council Members, and staff as necessary;
- Organize meetings for the Mayor and Council Members during the planned “City Legislative Action Conference” in Olympia in 2018;
- Prepare weekly reports during the Legislative Session, and a comprehensive post-Session report;
- Provide a post-Session report to the Lake Stevens City Council.

Interim Activities

- Track, and participate in as needed, interim meetings that impact the City of Lake Stevens. These include, but are not limited to, the following:
 - Snohomish County Committee for Improved Transportation (SCCIT);
 - Meetings of the Association Washington Cities (AWC) and of AWC with city lobbyists;
 - Interim hearings of Legislative Committees;
 - Joint Transportation Committee meetings;
 - Agency meetings, rule-makings, etc., that may impact Lake Stevens
- Be available to City to join and participate in interim meetings as needed.

Grant and Loan Opportunities

- Work with the Mayor and City staff to identify ongoing grant and loan opportunities;
- Provide the City with a comprehensive state grants/loan listing;
- Help ensure City is regularly applying for, or at least evaluating, the following grant and loans:
 - Transportation Improvement Board (TIB);
 - Regional Mobility Grants;
 - Safe Routes to Schools and Pedestrian/Bicycle Grants;
 - Economic Development and infrastructure grants/loans including Public Works Assistance Account (PWAA), Community Economic Revitalization Board (CERB);
 - Washington Wildlife and Recreation Program (WWRP), Youth Athletic Facilities (YAF), and Boating Facilities Program (BFP);
 - Stormwater Assistance Grants;
 - Energy Efficiency Grants.



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda

Date: September 12, 2017

Subject: Approve Professional Services Agreement with Summit Law Group PLLC for Consultant Services

Contact Person/ Department:	<u>Gene Brazel, City Administrator</u>	Budget Impact:	<u>Not to Exceed \$30,000</u>
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RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve the Professional Services Agreement Between City of Lake Stevens and Summit Law Group PLLC for Consultant Services for labor and personnel related services not to exceed \$30,000.

SUMMARY/BACKGROUND: Summit Law Group provides legal services to the City regarding labor and other personnel related matters. Summit Law Group has previously assisted with these matters and the previous contract expired December 31, 2016. This contract is for a period of just over two years, and would expire December 31, 2019. It provides for a fee adjustment not to exceed 3% at the beginning of each calendar year, with written notice to the City. Staff is requesting that Council approve this new contract.

APPLICABLE CITY POLICIES: City Council is the authorizing body to approve agreements over \$5,000.

BUDGET IMPACT: Not to exceed \$30,000.

ATTACHMENTS:

1. Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LAKE STEVENS, WASHINGTON
AND SUMMIT LAW GROUP PLLC
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Lake Stevens, a Washington State municipal corporation ("City"), and Summit Law Group, PLLC, a Washington Professional Limited Liability Corporation ("Consultant").

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

ARTICLE I. PURPOSE

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

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is to assist the City with labor negotiations and personnel related matters. All services and materials necessary to provide this assistance shall be provided by the Consultant unless noted otherwise in this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work

product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

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

III.3 TERM. The term of this Agreement shall commence upon full execution by the parties and shall terminate at midnight, December 31, 2019. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 EMPLOYMENT.

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

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

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

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

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

Retirement Services of the State of Washington.

III.6 INDEMNITY.

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

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

c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

d. **Public Records Requests.**

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

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

III.7 INSURANCE.

a. **Insurance Term.**

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

b. **No Limitation.**

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

(1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

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

d. **The minimum insurance limits shall be as follows:**
Consultant shall maintain the following insurance limits:

- (1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

e. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

f. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with insurers with a current A.M. Best rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best A:VII rating.

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to

contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

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

k. **Public Entity Full Availability of Consultant Limits**

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

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

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

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

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

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

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

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

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in Attachment A, 2017 Hourly Rates, and as provided in this section. The Consultant may, with written notice to the City, increase the hourly rates identified in Attachment A in an amount not to exceed 3% on January 1 of each year of the contract term. In no event shall the compensation paid to Consultant under this Agreement exceed \$30,000 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Article II, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. At a minimum, the invoice shall contain the date services were provided, a brief description of the services and the time spent along

with the dollar amount resulting from application of the Exhibit A hourly rate. The Consultant shall maintain time and expense records and provide them to the City upon request.

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

b. **Public Records.**

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

ARTICLE V. GENERAL

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

To the City:

City of Lake Stevens
Attn: City Clerk
Post Office Box 257
Lake Stevens, WA 98258

To the Consultant:

Summit Law Group
Attn: Bruce Schroeder
315 Fifth Avenue South, Suite 1000
Seattle, WA 98104

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

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

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

V.3 DISPUTES. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 SEVERABILITY.

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

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

V.6 NONWAIVER. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

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

V.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2017.

CITY OF LAKE STEVENS

SUMMIT LAW GROUP PLLC

By: _____
John Spencer, Mayor

By: _____
Printed Name and Title

Approved as to Form:

By: _____
Grant K. Weed, City Attorney

Attachment A

**Summit Law Group PLLC
Labor and Employment Group
2017 Hourly Rates**

Attorneys	Public
Alex Baehr	\$350
Bruce Schroeder	\$320
Otto Klein	\$320
Rodney Younker	\$315
Shannon Phillips	\$295
Beth Kennar	\$295
Kristin Anger	\$295
Sofia Mabee	\$295
Mike Bolasina	\$295
Dan Swedlow	\$290
M. Quinn Oppenheim	\$275
Lisa Herb	\$275
Peter Altman	\$255
Sarah Hale	\$250
Legal Support Staff	Public
Kristen Oxwang	\$195
Donna Murbach	\$150
Linda Swanson	\$150
Kim Welsh	\$135
Karla Struck	\$135



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