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.

CITY COUNCIL REGULAR MEETING AGENDA
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street NE, Lake Stevens

Tuesday, May 8, 2018 – 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:			
NEW EMPLOYEE INTRODUCTIONS		Judah Marshall, Police	Ron
		Kyle Young, Public Works	Eric
CITIZEN COMMENTS			
COUNCIL BUSINESS			Council President
MAYOR'S BUSINESS			
CITY DEPARTMENT REPORT		Update	
CONSENT AGENDA:	*A	Approve 2018 Vouchers	Barb
	*B	Approve City Council Regular Meeting Minutes of April 24, 2018	Kathy
	*C	Re-Affirm Authorization for Mayor to Sign Rhodora Annexation Petition on Behalf of City	Russ
	*D	Approve Lease Agreements with Historical Society	Gene
PUBLIC HEARINGS:		None	

Lake Stevens City Council Regular Meeting Agenda May 8, 2018

ACTION ITEMS:	*E	Approve Purchase of SP Marketplace License and Portals, and SP Marketplace Application Customization Services	Troy
	*F	Approve Professional Services Agreement with Quilceda Paving & Construction, Inc. for Asphalt Repair and Paving	Eric
	*G	Approve Public Works Contract for Janitorial Services	Eric/Amanda
DISCUSSION ITEMS:	*H	Lake Safety Task Force	Jill
	*I	Sports Field Leases	Russ
	*J	Appoint Councilmembers to Participate in Police Department Design Interviews (Consensus)	Russ
EXECUTIVE SESSION:		Personnel	
ACTION TO FOLLOW	*K	Repurpose Existing Position in Public Works	Teri

ADJOURN

***** ITEMS ATTACHED	****** ITEMS PREVIOUSLY DISTRIBUTED	**#** ITEMS TO BE DISTRIBUTED

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

BLANKET VOUCHER APPROVAL

2018

Payroll Direct Deposits	**5/1/2018**	**$189,858.90**
Payroll Checks	**45134-45136**	**$5,528.97**
Tax Deposit(s)	**5/1/2018**	**$68,547.29**
Electronic Funds Transfers	**ACH**	**$266,369.33**
Claims	**45137-45235**	**$428,390.92**
Void Checks	**43766, 45013**	**($531.03)**
Total Vouchers Approved:		**$958,164.38**

This 8th day of May 2018:

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

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

May 8th, 2018

City Expenditures by Type on this voucher packet

Personnel Costs	$	195,388	20%
Payroll Federal Taxes	$	68,547	7%
Quarterly L&I	$	30,066	3%
Retirement Benefits - Employer	$	100,140	10%
Medical Benefits - Employer	$	122,064	13%
Other Employer paid Benefits	$	5,961	1%
Employee paid benefits - By Payroll	$	16,325	2%
Supplies	$	55,304	6%
Professional Services	$	57,830	6%
Intergovernmental	$	28,292	3%
Capital *	$	278,779	29%
Void Check	$	(531)	0%
Total	**$**	**958,164**	**100%**

Large Purchases

* Callow Road Improvements - $251,542.39

Checks to be Approved for 4/20/2018 to 5/3/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Ace Hardware	**45148**					**Check Total**	**$391.81**
		5/3/2018	58539	101-016-544-90-31-02	ST-Operating Cost	Post Hole digger/square/marker	$67.05
			58570	101-016-544-90-31-02	ST-Operating Cost	Whisk broom PW40	$2.50
				410-016-531-10-31-02	SW-Operating Costs	Whisk broom PW40	$2.50
			58606	001-010-576-80-31-00	PK-Operating Costs	Trenching shovel	$76.21
			58618	001-008-521-20-31-02	LE-Minor Equipment	Fastener for PT58	$3.05
			58628	001-013-518-20-31-00	GG-Operating	Extension cords	$47.88
			58631	101-015-543-30-31-00	ME - Operating Costs	Fittings for PW40	$13.64
				410-015-531-10-31-00	ME - Operating Costs	Fittings for PW40	$13.64
			58660	001-008-521-20-31-02	LE-Minor Equipment	Surge protector	$34.84
			58661	001-008-521-21-31-00	LE-Boating Minor Equipment	Adapter PT66	$14.15
			58664	001-010-576-80-31-00	PK-Operating Costs	Potting soil for Earth Day and City Entry Signs	$108.68
			58713	001-010-576-80-31-04	PK-North Cove Park Ops	Tie plates for North Cove Dock	$7.67
ACES	**45149**					**Check Total**	**$329.00**
		5/3/2018	13390JM	001-005-517-60-31-00	HR-Safety Program	Safety mtg-Fire Extinguisher use & training	$104.44
				101-016-517-60-31-00	ST-Safety Program	Safety mtg-Fire Extinguisher use & training	$112.28
				410-016-517-60-31-00	SW-Safety Program	Safety mtg-Fire Extinguisher use & training	$112.28
Advance Auto Parts	**45150**					**Check Total**	**$31.67**
		5/3/2018	2421-275079	101-016-544-90-31-02	ST-Operating Cost	Allen wrench/Socket set	$15.84
				410-016-531-10-31-02	SW-Operating Costs	Allen wrench/Socket set	$15.83
AFLAC	**0**					**Check Total**	**$1,608.72**
		4/27/2018	050118	001-000-284-00-00-00	Payroll Liability Other	Employee paid Insurance Prem	$1,608.72
Alpine Fire and Safety Sys Inc	**45151**					**Check Total**	**$145.44**
		5/3/2018	14091	001-008-521-50-30-00	LE-Facilities Supplies	First Aid supplies	$145.44
Amazon Capital Services	**45152**					**Check Total**	**$2,234.19**
		5/3/2018	114M-GLXX-DMY3	001-008-521-20-31-02	LE-Minor Equipment	Standing desk mat returned	($98.00)
			117T-VG3F-RYX1	001-008-521-40-49-01	LE-Registration Fees	Standard for Professional Qualifications for Fire Investigator	$55.22
			14YF-PKL9-9GHT	001-008-521-20-31-06	LE-Emergency Mgmt Supplies	LED Flare markers for readside emergencies	$136.50
			19T9-H9KM-3RWP	001-008-521-20-31-02	LE-Minor Equipment	Standing desk mats	$193.81

Checks to be Approved for 4/20/2018 to 5/3/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Amazon Capital Services	**45152**	5/3/2018	1C7H-YDQL-4KNT	520-008-594-21-63-00	Capital Equipment	Hobble retraints for new vehicles	$45.72
			1D1F-Y1X9-1XGP	001-008-521-50-30-00	LE-Facilities Supplies	Lobby bench	$65.33
			1FPR-GM1G-QFTH	001-008-521-20-31-02	LE-Minor Equipment	Fire Extinguisher bracket	$14.95
			1G6V-31HK-436P	001-008-521-20-31-01	LE-Fixed Minor Equipment	Shooting glasses/ear muffs	$719.65
			1G6V-31HK-4QL6	001-008-521-20-31-01	LE-Fixed Minor Equipment	Weapon cleaning solvent	$13.06
			1K7K-MLY6-GWJD	001-008-521-20-31-01	LE-Fixed Minor Equipment	Weapon cleaning supplies	$281.90
			1KRW-J4GC-L3LT	001-008-521-20-31-02	LE-Minor Equipment	Magnets	$27.88
			1PRC-RJX3-HGLY	520-008-594-21-63-00	Capital Equipment	Rescue Disc for water & ice rescues-new vehicles	$174.24
			1PRC-RJX3-NCWD	001-008-521-20-31-02	LE-Minor Equipment	Blackhawk Quick Release Medical Pouch	$40.99
			1PRC-RJX3-	520-008-594-21-63-00	Capital Equipment	Personal Protective Kits for new vehicles	$65.31
			1TLC-9DFF-3NWN	520-008-594-21-63-00	Capital Equipment	First aid supplies for new vehicles	$291.66
			1TLC-9DFF-FGWD	001-008-521-20-31-02	LE-Minor Equipment	Fire Extinguisher bracket	$12.95
			1TP1-MVJL-H6XK	001-008-521-40-49-01	LE-Registration Fees	Guide for Fire & Explosion Investigations	$150.24
			1VJH-CHQD-LGD4	001-008-521-20-31-01	LE-Fixed Minor Equipment	Disposable Foam Earplugs	$42.78
Jennifer Anderson	**45153**					**Check Total**	**$22.00**
		5/3/2018	012418	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-How To Communicate w/Tact-Seattle-Anderson	$22.00
Assoc of Washington Cities EFT	**0**					**Check Total**	**$124,389.19**
		5/3/2018	050118	001-000-283-00-00-00	Payroll Liability Medical	Medical Insurance Premium	$122,063.56
				001-013-518-30-20-00	GG-Benefits	Medical Insurance Premium	($0.77)
			050118T	001-000-283-00-00-00	Payroll Liability Medical	Teamster Dental Insurance Premiums	$2,326.48
				001-013-518-30-20-00	GG-Benefits	Teamster Dental Insurance Premiums	($0.08)
Wayne Aukerman	**45154**					**Check Total**	**$190.00**
		5/3/2018	021018	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Crime Scene Tech-Everett-Aukerman	$190.00
Cameron Balazic	**45137**					**Check Total**	**$75.25**
		4/27/2018	Reimb	001-012-565-20-40-00	CS-Veteran Services	Reimburse Veteran's Commissioner for flyers/postcards	$75.25
James Barnes	**45155**					**Check Total**	**$172.00**
		5/3/2018	031318	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Critical Incident Response-Kelso-Barnes	$157.00
			032718	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Communication-Bellingham-Barnes	$15.00

Checks to be Approved for 4/20/2018 to 5/3/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Bay Alarm Company	**45156**					**Check Total**	**$5.22**
		5/3/2018	304360180415M	001-008-521-20-41-01	LE-Proessional Serv-Fixed	Burglar & Fire Alarm Monitoring	$5.22
Jeffrey Beazizo	**45157**					**Check Total**	**$88.00**
		5/3/2018	031418	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Use of Force Investigations-Bothell-Beazizo	$66.00
			042418	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-San Bernadino Seminar-Renton-Beazizo	$22.00
Bickford Motors Inc	**45158**					**Check Total**	**$345.65**
		5/3/2018	1132981	101-015-543-30-31-00	ME - Operating Costs	Cover assy/seat pad PW23	$172.83
				410-015-531-10-31-00	ME - Operating Costs	Cover assy/seat pad PW23	$172.82
Ron Brooks	**45159**					**Check Total**	**$81.00**
		5/3/2018	031418	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Use of Force Investigations-Bothell-R Brooks	$66.00
			032718	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Communication-Bellingham-R Brooks	$15.00
Canon Financial Services Inc	**45160**					**Check Total**	**$34.13**
		5/3/2018	18536299	101-016-542-30-48-00	ST-Repair & Maintenance	Copier maintenance - City Shop	$17.06
				410-016-531-10-48-00	SW-Repairs & Maintenance	Copier maintenance - City Shop	$17.07
David Carter	**45161**					**Check Total**	**$406.00**
		5/3/2018	020618	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-NASRO Conference-Reno-Carter	$384.00
			040418	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Child Interview Refresh-Burien-Carter	$22.00
CDW Government Inc	**45162**					**Check Total**	**$2,112.03**
		5/3/2018	MKZ4867	001-008-521-20-31-02	LE-Minor Equipment	Surface monitor	$2,112.03
Central Welding Supply	**45163**					**Check Total**	**$3,391.38**
		5/3/2018	EV251644	101-016-544-90-31-02	ST-Operating Cost	Millermatic 252 welder w/accessories	$1,695.69
				410-016-531-10-31-02	SW-Operating Costs	Millermatic 252 welder w/accessories	$1,695.69
Chad Christensen	**45164**					**Check Total**	**$110.00**
		5/3/2018	013118	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Sergeants Academy-Bellevue-Christensen	$110.00
CHS Engineers LLC	**45165**					**Check Total**	**$225.82**
		5/3/2018	371802-1803	101-016-542-30-41-02	ST-Professional Service	LUA2018-0044 Market Pl	$225.82
CIC Valuation Group Inc	**45166**					**Check Total**	**$4,975.00**
		5/3/2018	17-3098	001-013-518-20-41-00	GG-Professional Service	Appraisal services March 2018	$4,975.00
City of Everett	**45167**					**Check Total**	**$27.03**
		5/3/2018	010340 0418	101-016-543-50-47-00	ST-Utilities	Water services 9306 20th St SE	$27.03

Checks to be Approved for 4/20/2018 to 5/3/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Code Publishing Co Inc	**45168**					**Check Total**	**$1,062.10**
		5/3/2018	59755	001-003-514-20-41-00	CC-Professional Services	Ordinances 1017-1021	$1,062.10
Columbia Ford Lincoln Mercury	**45138**					**Check Total**	**$24,214.39**
		4/27/2018	3-J901	520-008-594-21-63-00	Capital Equipment	2018 Black Ford Escape PT I-18-77	$24,214.39
Comcast	**45169**					**Check Total**	**$146.18**
		5/3/2018	1009612 0418	001-013-518-90-49-03	GG-Visitor Center -SnoCo Contr	Internet services - VIC	$146.18
Comdata Corporation	**45170**					**Check Total**	**$612.28**
		5/3/2018	20293131	001-008-521-20-32-00	LE-Fuel	Fuel	$612.28
Crandall Arambula PC	**45171**					**Check Total**	**$3,285.00**
		5/3/2018	21	001-007-558-70-41-00	PL-Economic Devel	LS Downtown Plan	$3,285.00
Daily Journal of Commerce Inc	**45172**					**Check Total**	**$52.90**
		5/3/2018	3335833	301-016-595-61-64-02	TIZ2 - S. Lake Stevens Rd	Ad for Architectural services S Lake Stevens Multiuse path	$52.90
Dept of Labor and Industries	**0**					**Check Total**	**$30,135.34**
		5/3/2018	Q12018	001-000-281-00-00-00	Payroll Liability Taxes	Q1 2018 Workers Comp Insurance	$30,065.84
				001-007-559-30-24-00	PB-Workmans Comp	Q1 2018 Workers Comp Insurance	$68.91
				001-013-518-30-24-00	GG-Workers Compensation	Q1 2018 Workers Comp Insurance	$0.59
Dept of Retirement (Deferred Comp)	**0**					**Check Total**	**$3,345.00**
		4/27/2018	050118	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-State Deferre	$3,345.00
Dept of Retirement PERS LEOFF	**0**					**Check Total**	**$100,139.98**
		4/27/2018	050118	001-000-282-00-00-00	Payroll Liability Retirement	PERS LEOFF Contributions	$100,139.98
Dept of Transportation	**45173**					**Check Total**	**$1,642.64**
		5/3/2018	RE41JZ0016 L002	301-016-595-30-60-03	T11 - 24th St & 91st Extension	Doc review & Inspection w/WSDOT	$1,642.64
Dicks Towing Inc	**45174**					**Check Total**	**$241.35**
		5/3/2018	172195	001-008-521-20-41-00	LE-Professional Services	Towing services PT57	$115.19
			178081	001-008-521-20-41-00	LE-Professional Services	Evidence towing case 2018-7443	$126.16
Dooley Enterprises	**45175**					**Check Total**	**$12,194.14**
		5/3/2018	55146	001-008-521-20-31-01	LE-Fixed Minor Equipment	Ammunition	$12,194.14
Dunlap Industrial Hardware	**45176**					**Check Total**	**$389.86**
		5/3/2018	1406138-01	101-016-544-90-31-02	ST-Operating Cost	Batteries	$194.93
				410-016-531-10-31-02	SW-Operating Costs	Batteries	$194.93

Checks to be Approved for 4/20/2018 to 5/3/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Electronic Federal Tax Pmt System EFTPS	**0**					**Check Total**	**$68,547.29**
		4/27/2018	050118	001-000-281-00-00-00	Payroll Liability Taxes	Federal Payroll Taxes	$68,547.29
Electronic Business Machines	**45177**					**Check Total**	**$521.61**
		5/3/2018	AR99117	001-007-558-50-48-00	PL-Repairs & Maint.	Copier maintenance & repair	$130.40
				001-007-559-30-48-00	PB-Repair & Maintenance	Copier maintenance & repair	$130.40
				101-016-542-30-48-00	ST-Repair & Maintenance	Copier maintenance & repair	$130.40
				410-016-531-10-43-00	SW-Travel & Meetings	Copier maintenance & repair	$130.41
Employment Security Department	**45178**					**Check Total**	**$2,350.78**
		5/3/2018	Q1 2018	501-000-517-60-49-00	Payment to Claimants	Q1 2018 Payments to Claimants	$2,350.78
Everett Bayside Marine	**45179**					**Check Total**	**$231.83**
		5/3/2018	1-114421	001-008-521-21-31-00	LE-Boating Minor Equipment	Pincotter	$231.83
Everett Steel	**45180**					**Check Total**	**$548.43**
		5/3/2018	215327	001-010-576-80-31-00	PK-Operating Costs	Steel tubing	$183.13
			215581	101-016-544-90-31-02	ST-Operating Cost	Steel plate	$182.65
				410-016-531-10-31-02	SW-Operating Costs	Steel plate	$182.65
Financial Consulting Solutions Group	**45181**					**Check Total**	**$3,782.50**
		5/3/2018	2767-21804014	001-004-514-23-41-00	FI-Professional Service	Stormwater Rate Study	$3,782.50
Brandon Fiske	**45182**					**Check Total**	**$57.00**
		5/3/2018	011118	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Criminal Interdiction-Everett-Fiske	$57.00
Flower World Inc	**45183**					**Check Total**	**$725.45**
		5/3/2018	82124	001-013-594-18-60-02	GG - City Hall Demo	Ornamental grasses for City Hall planters	$725.45
Ariane Fox	**45184**					**Check Total**	**$22.00**
		5/3/2018	012418	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-How to Communicate-Seattle-Fox	$22.00
Frontier	**45185**					**Check Total**	**$83.83**
		5/3/2018	4253340835 0418	001-013-518-20-42-00	GG-Communication	City Hall Fax Line	$27.95
				101-016-543-30-42-00	ST-Communications	City Hall Fax Line	$27.94
				410-016-531-10-42-00	SW-Communications	City Hall Fax Line	$27.94
Glens Welding and Machine Inc	**45186**					**Check Total**	**$444.90**
		5/3/2018	S13699	101-016-544-90-31-02	ST-Operating Cost	Hoses	$32.62
				410-016-531-10-31-02	SW-Operating Costs	Hoses	$32.61
			S13702	001-010-576-80-31-00	PK-Operating Costs	Weed eater	$126.55

Checks to be Approved for 4/20/2018 to 5/3/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Glens Welding and Machine Inc	45186	5/3/2018	S13702	101-016-544-90-31-02	ST-Operating Cost	Weed eater	$126.56
				410-016-531-10-31-02	SW-Operating Costs	Weed eater	$126.56
Grainger	45187					Check Total	$11.48
		5/3/2018	9767632608	101-016-544-90-31-01	ST-Office Supplies	Retractable ballpoint pens	$5.74
				410-016-531-10-31-01	SW-Office Supplies	Retractable ballpoint pens	$5.74
Granite Construction Supply	45188					Check Total	$288.36
		5/3/2018	262_00071577	001-010-576-80-31-01	PK-Ops-Clothing	Rain jackets/bib overalls	$59.56
				101-016-542-90-31-01	ST-Clothing	Rain jackets/bib overalls	$59.55
				410-016-531-10-31-00	SW-Clothing	Rain jackets/bib overalls	$59.55
			386312	101-016-542-64-31-00	ST-Traffic Control - Supply	Paddle stop signs	$109.70
Harbour Homes	45189					Check Total	$9,820.00
		5/3/2018	LUA2017-0051	001-000-345-81-00-00	Zoning and Subdivision Fees	Applicant withdrew	$9,730.00
			LUA2017-0052	001-000-345-81-00-00	Zoning and Subdivision Fees	Applicant withdrew	$90.00
HB Jaeger Co LLC	45190					Check Total	$256.68
		5/3/2018	199555/1	410-016-531-10-31-02	SW-Operating Costs	Concrete	$256.68
Home Depot	45191					Check Total	$447.81
		5/3/2018	2141222	001-013-518-20-31-00	GG-Operating	Wood for benches at New City Hall	$445.10
			6072941	001-013-518-20-31-00	GG-Operating	Blank insert for outside plug at City Hall	$2.71
Honey Bucket	45192					Check Total	$335.50
		5/3/2018	0550619440	001-010-576-80-45-00	PK-Equipment Rental	Honeybucket rental - Boat Launch	$218.00
			0550619441	001-010-576-80-45-00	PK-Equipment Rental	Honeybucket rental - Eagle Ridge park	$117.50
HRA VEBA Trust YA20192	45139					Check Total	$719.48
		4/27/2018	050118	001-000-283-00-00-00	Payroll Liability Medical	Employee VEBA Contributions April 2018	$719.48
HSA Bank	45140					Check Total	$79.00
		4/27/2018	050118	001-000-284-00-00-00	Payroll Liability Other	Health Savings Account Employee Contriubutions	$79.00
Theodore Hunter	45193					Check Total	$4,000.00
		5/3/2018	2078	001-007-558-60-41-02	PL-Prof Serv-Hearing E	Hearing examiner services LUA2018-0018/LUA2017-0159	$4,000.00
HW Lochner Inc	45194					Check Total	$9,818.93
		5/3/2018	10	301-016-544-40-41-02	TIZ3 - 24th St Design	24th Street SE Extension	$9,818.93

Checks to be Approved for 4/20/2018 to 5/3/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Dennis Irwin	**45195**					**Check Total**	**$460.00**
		5/3/2018	020718	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-NASRO Conf-Reno-Irwin	$384.00
			040218	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-CPS Tech-Everett-Irwin	$76.00
J Thayer Company Inc	**45196**					**Check Total**	**$1,498.88**
		5/3/2018	1227194-0	001-008-521-20-31-00	LE-Office Supplies	2 hole punch	$7.83
			1241203-0	001-007-558-50-31-00	PL-Office Supplies	Folders/Pens/Note paper	$76.75
				001-007-559-30-31-00	PB-Office Supplies	Folders/Pens/Note paper	$76.75
			1241514-0	001-008-521-20-31-00	LE-Office Supplies	Blank cds/Paper/Post its/phone rest	$205.44
			1243452-0	001-008-521-20-31-00	LE-Office Supplies	Toner	$524.68
			1243459-0	001-008-521-20-31-00	LE-Office Supplies	Toner	$384.26
			1244817-0	001-003-514-20-31-00	CC-Office Supply	Gel pens	$15.19
				001-004-514-23-31-00	FI-Office Supplies	Toner	$67.46
				001-005-518-10-31-00	HR-Office Supplies	Folders	$49.28
				001-007-558-50-31-00	PL-Office Supplies	Notebooks	$8.52
				001-007-559-30-31-00	PB-Office Supplies	Pens/tape/postits	$80.72
				001-013-518-20-31-00	GG-Operating	Letter opener	$2.00
Doug Jewell	**45197**					**Check Total**	**$19.00**
		5/3/2018	043018	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-CIT training-Marysville-Jewell	$19.00
Lake Stevens Fire	**45198**					**Check Total**	**$1,475.00**
		5/3/2018	Q4 2017	633-000-589-30-00-02	Fire District Fee Remit	Q4 2017 Fire Fees	$1,475.00
Lake Stevens Police Guild	**45141**					**Check Total**	**$1,059.00**
		4/27/2018	050118	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Union Dues	$1,059.00
Lake Stevens School District	**45199**					**Check Total**	**$10,450.81**
		5/3/2018	0017180135	001-007-558-50-32-00	PL-Fuel	Fuel	$14.59
				001-007-559-30-32-00	PB-Fuel	Fuel	$280.67
				001-008-521-20-32-00	LE-Fuel	Fuel	$6,120.06
				001-010-576-80-32-00	PK-Fuel Costs	Fuel	$49.67
				001-013-518-20-32-00	GG-Fuel	Fuel	$14.59
				101-016-542-30-32-00	ST-Fuel	Fuel	$2,330.99
				410-016-531-10-32-00	SW-Fuel	Fuel	$1,640.24

Checks to be Approved for 4/20/2018 to 5/3/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Albert Lansing	**45200**					**Check Total**	**$392.17**
		5/3/2018	BLD2018-0241	003-000-322-10-00-00	Building Permits	Applicant withdrew	$392.17
Megan LeBlanc	**45201**					**Check Total**	**$56.00**
		5/3/2018	012418	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Communicate w/Tact-Bellingham-LeBlanc	$56.00
LEIRA attn Julie Ubert	**45202**					**Check Total**	**$100.00**
		5/3/2018	1141	001-008-521-40-49-01	LE-Registration Fees	Aug Regional training-LeBlanc/Starkenburg	$100.00
Scott Allen Lemke	**45203**					**Check Total**	**$17,203.36**
		5/3/2018	18005	001-008-521-21-31-00	LE-Boating Minor Equipment	Sunlift and Canopy	$17,203.36
LN Curtis & Sons	**45204**					**Check Total**	**$45.57**
		5/3/2018	INV173905	001-008-521-20-31-02	LE-Minor Equipment	Tie bars - Beazizo	$45.57
Marysville Municipal Court	**45142**					**Check Total**	**$50.00**
		4/27/2018	8Z0397576	001-000-352-30-00-00	Mandatory Insurance-Admin Fee	Forward payment for ticket to Marysville Court	$24.56
				633-000-389-30-00-07	Mandatory Ins.-Admin Cost Cnty	Forward payment for ticket to Marysville Court	$0.44
			8Z0416403	001-000-352-30-00-00	Mandatory Insurance-Admin Fee	Forward payment for ticket to Marysville Court	$24.56
				633-000-389-30-00-07	Mandatory Ins.-Admin Cost Cnty	Forward payment for ticket to Marysville Court	$0.44
Serenity Metcalfe	**45143**					**Check Total**	**$25.00**
		4/27/2018	8Z0397577	001-000-352-30-00-00	Mandatory Insurance-Admin Fee	Refund for ticket 8Z0397577	$24.56
				633-000-389-30-00-07	Mandatory Ins.-Admin Cost Cnty	Refund for ticket 8Z0397577	$0.44
Nationwide Retirement Solution	**0**					**Check Total**	**$3,375.00**
		4/27/2018	050118	001-000-282-00-00-00	Payroll Liability Retirement	Employee Portion-Nationwide	$3,375.00
Neofunds by Neopost	**45205**					**Check Total**	**$439.00**
		5/3/2018	80346335 0418	001-008-521-20-42-00	LE-Communication	Postage	$439.00
New York Life	**45144**					**Check Total**	**$496.00**
		4/27/2018	APR2018	001-000-284-00-00-00	Payroll Liability Other	Voluntary Whole Life-employee paid	$496.00
New York Life	**0**					**Check Total**	**$3,212.60**
		4/27/2018	050118	001-002-513-11-20-00	AD-Benefits	Life/Disability Ins Premiums	$52.99
				001-003-514-20-20-00	CC-Benefits	Life/Disability Ins Premiums	$67.54
				001-004-514-23-20-00	FI-Benefits	Life/Disability Ins Premiums	$117.66
				001-005-518-10-20-00	HR-Benefits	Life/Disability Ins Premiums	$48.77
				001-006-518-80-20-00	IT-Benefits	Life/Disability Ins Premiums	$83.90
				001-007-558-50-20-00	PL-Benefits	Life/Disability Ins Premiums	$274.40

Checks to be Approved for 4/20/2018 to 5/3/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
New York Life	0	4/27/2018	050118	001-007-559-30-20-00	PB-Benefits	Life/Disability Ins Premiums	$133.95
				001-008-521-20-20-00	LE-Benefits	Life/Disability Ins Premiums	$1,395.42
				001-010-576-80-20-00	PK-Benefits	Life/Disability Ins Premiums	$122.10
				001-013-518-30-20-00	GG-Benefits	Life/Disability Ins Premiums	$41.38
				101-016-542-30-20-00	ST-Benefits	Life/Disability Ins Premiums	$448.31
				401-070-535-10-20-00	SE-Benefits	Life/Disability Ins Premiums	$6.22
				410-016-531-10-20-00	SW-Benefits	Life/Disability Ins Premiums	$419.96
North Sound Hose Fittings Inc	45206					Check Total	$13.71
		5/3/2018	N002701	101-016-544-90-31-02	ST-Operating Cost	Bushings PW26	$6.86
				410-016-531-10-31-02	SW-Operating Costs	Bushings PW26	$6.85
O Reilly Auto Parts	45207					Check Total	$94.73
		5/3/2018	2960-419809	001-008-521-20-31-02	LE-Minor Equipment	Car Wash supplies	$13.05
			2960-420931	101-015-543-30-31-00	ME - Operating Costs	Drill bit/led light/led marker PW37	$34.05
				410-015-531-10-31-00	ME - Operating Costs	Drill bit/led light/led marker PW37	$34.05
			2960-421566	001-008-521-20-31-02	LE-Minor Equipment	Car Wash supplies	$13.58
Office of The State Treasurer	45208					Check Total	$24,254.93
		5/3/2018	APR2018	633-000-589-30-00-03	State Building Permit Remit	April 2018 State Court Fees	$261.00
				633-000-589-30-00-04	Vehicle License Fraud Account	April 2018 State Court Fees	$1.70
				633-000-589-30-00-07	Public Safety And Ed. 1986	April 2018 State Court Fees	$10,498.69
				633-000-589-30-00-08	Public Safety And Education	April 2018 State Court Fees	$6,345.21
				633-000-589-30-00-09	Judicial Information System-Ci	April 2018 State Court Fees	$3,905.85
				633-000-589-30-00-12	Trauma Care	April 2018 State Court Fees	$1,170.10
				633-000-589-30-00-13	School Zone Safety	April 2018 State Court Fees	$139.87
				633-000-589-30-00-14	Public Safety Ed #3	April 2018 State Court Fees	$91.39
				633-000-589-30-00-15	Auto Theft Prevention	April 2018 State Court Fees	$1,677.77
				633-000-589-30-00-16	HWY Safety Act	April 2018 State Court Fees	$64.50
				633-000-589-30-00-17	Death Inv Acct	April 2018 State Court Fees	$14.47
				633-000-589-30-00-18	WSP Highway Acct	April 2018 State Court Fees	$82.15
				633-000-589-30-00-19	Distracted Driving Prevention	April 2018 State Court Fees	$2.23
Owen Equipment Company	45209					Check Total	$259.80
		5/3/2018	00088287	101-016-542-30-48-00	ST-Repair & Maintenance	Headset repairs	$129.90
				410-016-531-10-48-00	SW-Repairs & Maintenance	Headset repairs	$129.90

Checks to be Approved for 4/20/2018 to 5/3/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Perteet Inc	**45210**					**Check Total**	**$1,777.58**
		5/3/2018	20120176.001-34	301-016-544-40-41-00	Street Op - P&D - 20th St SE	20th Street SE Phase II-Segment 1 Design	$1,777.58
Platt Electric Supply	**45211**					**Check Total**	**$202.71**
		5/3/2018	R149202	001-013-518-20-31-00	GG-Operating	T8 Ballasts for light fixtures in city bldgs	$202.71
Relentless LLC	**45212**					**Check Total**	**$599.00**
		5/3/2018	6485	001-008-521-40-49-01	LE-Registration Fees	Desert Snow Training - Fiske	$599.00
Right On Heating & Sheet Metal Inc	**45213**					**Check Total**	**$500.00**
		5/3/2018	23600	001-013-518-20-48-00	GG-Repair & Maintenance	HVAC services all City bldgs	$500.00
Seattle Pump and Equipment	**45214**					**Check Total**	**$606.90**
		5/3/2018	18-1938	410-015-531-10-31-00	ME - Operating Costs	Ball valves/Leader Hose PW26	$412.15
			18-2051	410-015-531-10-31-00	ME - Operating Costs	Vactor Tube PW26	$194.75
Six Robblees Inc	**45215**					**Check Total**	**$132.05**
		5/3/2018	14-366605	101-015-543-30-31-00	ME - Operating Costs	Receiver hitch & Lights	$66.03
				410-015-531-10-31-00	ME - Operating Costs	Receiver hitch & Lights	$66.02
SJ Hendrickson LLC	**45216**					**Check Total**	**$408.38**
		5/3/2018	1761	101-016-544-90-31-02	ST-Operating Cost	Sand Blast	$204.19
				410-016-531-10-31-02	SW-Operating Costs	Sand Blast	$204.19
Snohomish County PUD	**45217**					**Check Total**	**$1,374.48**
		5/3/2018	111501167	101-016-542-63-47-00	ST-Lighting - Utilities	200178218 Traffic Signal	$161.14
			114813144	001-010-576-80-47-00	PK-Utilities	200493443 Cath Creek Park meter 73867	$17.58
			131369074	001-010-576-80-47-00	PK-Utilities	202340527 Yard	$7.01
				101-016-542-63-47-00	ST-Lighting - Utilities	202340527 Yard	$7.01
				410-016-531-10-47-00	SW-Utilities	202340527 Yard	$7.02
			134660498	101-016-542-63-47-00	ST-Lighting - Utilities	202342622 Street Lights	$78.48
			134666143	101-016-542-64-47-00	ST-Traffic Control -Utility	221128085 Traffic Signal 7441 20th St SE	$74.02
			137877811	101-016-542-63-47-00	ST-Lighting - Utilities	202013249 Traffic Signal	$88.83
			144518261	001-010-576-80-47-00	PK-Utilities	203599006 City Shop	$190.07
				101-016-543-50-47-00	ST-Utilities	203599006 City Shop	$190.06
				410-016-531-10-47-00	SW-Utilities	203599006 City Shop	$190.12
			151112743	001-012-557-30-40-01	CS - VIC Utilities	205395999 Visitor Center	$124.41
			154355406	001-008-521-50-47-00	LE-Facility Utilities	203033030 Police Dept Water	$117.08

Checks to be Approved for 4/20/2018 to 5/3/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Snohomish County PUD	**45217**	5/3/2018	154358707	101-016-542-63-47-00	ST-Lighting - Utilities	203728159 Traffic Signal	$55.99
			160748558	101-016-542-63-47-00	ST-Lighting - Utilities	203582010 Street Lights	$65.66
Snohomish County Sherrifs Office	**45218**					**Check Total**	**$2,068.95**
		5/3/2018	2018-4437	001-008-523-60-51-00	LE-Jail	Prisoner Medical Feb 2018	$2,068.95
Snohomish County Treasurer	**45219**					**Check Total**	**$353.57**
		5/3/2018	APR2018	633-000-589-30-00-06	Crime Victims Compensation	April 2018 Crime Victims Compensation	$353.57
Sound Publishing Inc	**45220**					**Check Total**	**$3,003.30**
		5/3/2018	7828412	001-001-513-10-49-00	Executive - Miscellaneous	Help Wanted - HR Specialist	$477.25
				001-005-518-10-31-01	HR-Operating Cost	Help Wanted - HR Specialist	$477.25
				001-010-576-80-31-00	PK-Operating Costs	Help Wanted - Seasonal Workers	$177.67
				001-013-518-30-41-01	GG-Advertising	Help Wanted - Capital Project Coord	$792.20
				101-016-542-30-41-01	ST-Advertising	Help Wanted - Seasonal Workers	$177.67
				410-016-531-10-41-05	SW-Advertising	Help Wanted - Seasonal Workers	$177.66
			EDH802381	001-007-558-50-41-03	PL-Advertising	LUA2018-0029 Adkins Strom	$86.12
			EDH802885	001-007-558-50-41-03	PL-Advertising	LUA2018-0036 Cavalero Park	$82.68
			EDH803357	001-007-558-50-41-03	PL-Advertising	Public Hearing Final Plat Approval revisions to LSMC	$100.00
			EDH803544	001-013-518-30-41-01	GG-Advertising	Volunteer Ops-Vet Commission/Salary Commission	$216.96
			EDH803913	001-007-558-50-41-03	PL-Advertising	LUA2017-0169/0027 PH Lake Stevens School District	$82.68
			EDH804254	301-016-595-61-64-02	TIZ2 - S. Lake Stevens Rd	2018 S Lake Stevens Rd Multi Use Path	$24.20
			EDH804435	001-013-518-30-41-01	GG-Advertising	Workshop meeting schedules changes	$41.40
			EDH804461	001-007-558-50-41-03	PL-Advertising	LUA2018-0058 Kane Preliminary Plat	$89.56
SRV Construction Escrow Acct 101135376	**45221**					**Check Total**	**$11,549.24**
		5/3/2018	1219-01	301-016-595-30-64-01	SEPA Capital Expenditures	Retainage-SRV Construction	$11,549.24
SRV Construction Inc	**45222**					**Check Total**	**$239,993.15**
		5/3/2018	1219-01	301-016-595-30-64-01	SEPA Capital Expenditures	Callow Road Frontage improvements	$239,993.15
Kathy Starkenburg	**45223**					**Check Total**	**$56.00**
		5/3/2018	012418	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Communicate w/Tact-Bellingham-Starkenburg	$56.00
Barbara Stevens	**45224**					**Check Total**	**$212.40**
		5/3/2018	042718	001-004-514-23-43-00	FI-Travel & Meetings	Mileage & PerDiem-WPTA-Chelan-B Stevens	$212.40
Strategies 360 Inc	**45225**					**Check Total**	**$4,000.00**
		5/3/2018	772-28973	001-013-511-70-40-00	Lobbying Services	Federal Lobbying services - May 2018	$4,000.00

Checks to be Approved for 4/20/2018 to 5/3/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Symbol Arts	**45226**					**Check Total**	**$125.00**
		5/3/2018	0303054-IN	001-008-521-20-31-02	LE-Minor Equipment	Badge	$125.00
Tacoma Screw Products Inc	**45227**					**Check Total**	**$242.83**
		5/3/2018	18196330	101-016-544-90-31-02	ST-Operating Cost	Wipes/saw blades/engine oil/whisk broom/scrub brush	$85.19
				410-016-531-10-31-02	SW-Operating Costs	Wipes/saw blades/engine oil/whisk broom/scrub brush	$85.19
			18196955	101-016-544-90-31-02	ST-Operating Cost	Grounding screws	$21.07
				410-016-531-10-31-02	SW-Operating Costs	Grounding screws	$21.07
			18196956	101-016-544-90-31-02	ST-Operating Cost	Power bits/nut setter	$15.15
				410-016-531-10-31-02	SW-Operating Costs	Power bits/nut setter	$15.16
Teamsters Local No 763	**45145**					**Check Total**	**$1,152.00**
		4/27/2018	050118	001-000-284-00-00-00	Payroll Liability Other	Union Dues	$1,152.00
Technological Services Inc	**45228**					**Check Total**	**$2,601.36**
		5/3/2018	08008	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Vehicle repair PT-14-58	$984.12
			08109	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Vehicle repair PT-14-57	$257.08
			08277	001-008-521-20-48-00	LE-Repair & Maintenance Equip	Vehicle repair PT-14-57	$1,360.16
Dean Thomas	**45229**					**Check Total**	**$157.00**
		5/3/2018	031418	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Critical Incident Response-Kelso-Thomas	$157.00
UPS	**45230**					**Check Total**	**$33.02**
		5/3/2018	74Y42158	001-008-521-20-42-00	LE-Communication	Evidence shipping	$15.19
			74Y42168	001-008-521-20-42-00	LE-Communication	Evidence shipping	$17.83
Michelle Vanderwalker	**45231**					**Check Total**	**$22.00**
		5/3/2018	012418	001-008-521-20-43-00	LE-Travel & Per Diem	PerDiem-Communicate w/Tact-Seattle-Vanderwalker	$22.00
Vantagepoint Transfer Agents - 108991	**45146**					**Check Total**	**$352.81**
		4/27/2018	050118	001-000-282-00-00-00	Payroll Liability Retirement	ICMA Deferred Comp - Employer Contribution	$352.81
Vantagepoint Transfer Agents - 307428	**45147**					**Check Total**	**$1,238.35**
		4/27/2018	050118	001-000-282-00-00-00	Payroll Liability Retirement	ICMA Deferred Comp - Employee Contribution	$1,238.35
Washington State Criminal Justice	**45232**					**Check Total**	**$200.00**
		5/3/2018	201130094	001-008-521-40-49-01	LE-Registration Fees	SIDs Investigation registration-Parnell/Warbis	$200.00
Washington State Support Registry	**0**					**Check Total**	**$163.50**
		4/27/2018	050118	001-000-284-00-00-00	Payroll Liability Other	Employee Paid Child Support	$163.50

Checks to be Approved for 4/20/2018 to 5/3/2018

Name	Ck #	Date	Invoice #	Account #	Account Desc	Item Desc	
Western Conference of Teamsters Pension Trust	**45233**					**Check Total**	**$3,088.83**
		5/3/2018	APR2018	001-000-282-00-00-00	Payroll Liability Retirement	Employee Contributions - Teamster Pension	$3,088.83
Willards Pest Control Co	**45234**					**Check Total**	**$98.02**
		5/3/2018	209289	001-008-521-50-48-00	LE-Facility Repair & Maint	Pest control - N Lake Shore Dr	$49.01
			209290	001-008-521-50-48-00	LE-Facility Repair & Maint	Pest control - Grade Rd	$49.01
WSAPT	**45235**					**Check Total**	**$70.00**
		5/3/2018	44118	001-007-558-50-49-01	PL-Staff Development	Replacement check for 44118	$35.00
				001-007-559-30-49-01	PB-Staff Development	Replacement check for 44118	$35.00
Total							**$763,307.54**

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CITY OF LAKE STEVENS
CITY COUNCIL REGULAR MEETING MINUTES
Tuesday, April 24, 2018
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, Brett Gailey and Marcus Tageant
ELECTED OFFICIALS ABSENT:	None.
STAFF MEMBERS PRESENT:	Finance Director Barb Stevens, Community Development Director Russ Wright, Public Works Director Eric Durpos, Police Chief John Dyer, Human Resources/Executive Assistant Julie Good, City Clerk Kathy Pugh, City Attorney Grant Weed, Senior Planner Josh Machen, Capital Project Coordinator Aaron Halverson
OTHERS:	Mark Sawyer, Washington State Department of Transportation (WSDOT)

Pledge of Allegiance:

Roll Call: All present.

Approval of Agenda: Moved by Councilmember Daughtry, seconded by Councilmember Welch, to approve the agenda. On vote the motion carried (7-0-0-0).

Guest Business: Mark Sawyer, Washington State Department of Transportation, provided an overview of WSDOT's planned summer project to repave U.S. 2 west from Bickford Avenue, westbound to the west end of the Trestle. The project will be completed over six weekends, beginning Friday evenings until early Monday mornings. Mr. Sawyer reviewed the various detour alternatives that can be used during the first four weekends of the project. He said the last two weekends will include a total shutdown of the westbound Trestle and not all alternatives will work. Mr. Sawyer commented on how this will impact Lake Stevens and the surrounding communities and encouraged it is important to get the word out to the community now. Other projects impacting Lake Stevens are a roundabout project at SR 9 and 108th, and on 96th, near Machias Road, there will be a total closure for an extended period of time to construct a new culvert; detour routes will be marked. Mr. Sawyer then responded to Councilmembers' questions.

New Employee Introduction: Public Works Director Eric Durpos introduced Aaron Halverson, who is the city's new Capital Projects Coordinator. Mr. Halverson previously worked for Lake Forest Park and has a strong background in project management. Mr. Halverson has a master's degree in environmental science and a bachelor's degree in zoology.

Citizen Comments: None.

Council Business:

- Councilmember Daughtry: Sedona development, Veterans Commission and Veterans nonprofit, Snohomish County Cities for Improved Transportation (SCCIT).
- Councilmember Petershagen: Lake Stevens Rowing Regatta, Red Barn.
- Councilmember Hilt: New ship and commander coming to Port of Everett, Sedona.
- Councilmember Welch: Snohomish Health Department, Library Board, Beautification meeting.
- Councilmember McDaniel: Sewer Board, Planning Commission, Historical Society.
- Councilmember Gailey: Planning Commission, Sedona development.
- Councilmember Tageant: Discover Expo, Rowing Regatta.

Mayor's Business: Joint Meeting with Marysville City Council on May 15, 2018; Everett Clinic cleaned up entryways and signage to City, including planting flowers; Interchange Justification Report US 2/ SR 204, scheduled for wrap up and moving forward with environmental review; WSDOT workshop on SR 9 / SR 204 intersection improvement.

City Department Report.

- Community Development Director Russ Wright: Parks grants, Cavelero Park, Arts Commission re Mural Project, School District Modernization Public Hearing.
- Public Works Director Eric Durpos: Stormwater Capital Plan, Frontier Heights Park, South Lake Stevens Multi-Use Path; Village Way Project, 20th Street Ballfields.
- Chief of Police John Dyer: Ten proposals for Police Department design; staffing update; Lake Safety Task Force; grant program for social work programs for vulnerable populations, Car 64 historical vehicle being spruced up.
- Finance Director Barb Stevens: Washington Public Treasurers Conference.
- City Clerk Kathy Pugh: Boards and Commissions update.

Consent Agenda:

MOTION: Moved by Councilmember Welch, seconded by Councilmember Gailey, to approve (A) 2018 Vouchers [Payroll Direct Deposits of $215,105.78, Payroll Checks 45035-45038 totaling $7,244.87, Tax Deposits of $84,728.60, Electronic Funds Transfers (ACH) of $10,606.04, Claims Check Nos. 45039-45133 totaling $302,088.07, Total Vouchers Approved: $619,773.36], (B) City Council Workshop Meeting Minutes of April 3, 2018, (C) City Council Regular Meeting Minutes of April 10, 2018, and (D) Plans Examiner/Code Enforcement Position Description. On vote the motion carried (7-0-0-0).

Public Hearing:

Final Plat Authority and Approve Ordinance 1023: Mayor Spencer opened the public hearing.

Senior Planner Josh Machen presented the staff report and reviewed that this ordinance is brought forward for consideration in accordance with Senate Bill 5674, which provides that approval authority for final plats for short and long subdivisions may be delegated to administrative personnel through legislative action, which will streamline the final plat review

process. Planner Machen explained that by the time a final plat is ready to be approved it has been reviewed by staff, and the Hearing Examiner has granted approval. No new public comment can be taken at this point because the decision can only be based on the Hearing Examiner's record which consists of the materials provided to the Hearing Examiner and public comments. The Planning Commission held a public hearing on this matter and recommends approval of this ordinance. Planner Machen then responded to Councilmembers' questions.

Mayor Spencer invited public comment.

Sally Jo Sebring, 1023 – 99th Avenue SE, Lake Stevens, does not see that final plat approval is a closed record hearing and does not support this action.

Andrea Wright, 10815 29th Street NE, Lake Stevens, does not support streamlining the final plat process.

Michael Fear, 829 9th Avenue SE, Lake Stevens, supports Council keeping the final plat authority.

Richard Todd, Lake Stevens, requested Councilmembers look into the final plat approval process before voting; he opposes this action.

Mayor Spencer closed the public comment portion of the hearing.

Council discussion ensued. Councilmember Gailey was concerned that by transferring approval of final plat authority to staff, the public would lose an opportunity for public comment.

Director Wright reviewed the opportunities for the public to engage in the process and comment on a plat project and noted that comments challenging earlier decisions in the plat review process, including before the Hearing Examiner, cannot be challenged at the time of final plat approval. At the time the plat moves into the construction phase, technical reviews take place including by staff and peer review, depending on staffing levels and the situation. These reviews ensure consistency with the approved construction plans, and that conditions of approval set out by the Hearing Examiner have been met. If the plat does not meet those conditions, it would not be brought forward for final plat approval by Council.

Responding to Councilmember Daughtry's question, Director Wright said that under the RCW's, following the Hearing Examiner's decision, there is a ten-day window to request reconsideration, followed by a fourteen-day period in which to appeal the decision to Superior Court.

Responding to Councilmember Hilt's question, Planner Machen explained that Snohomish County retained public noticing for comments with administrative approval of final plats.

Director Wright clarified that the Nourse development is an entirely unique land use action with a development agreement and a mitigation agreement. This is legislative. A subdivision is a quasi-judicial process which is different.

Responding to Councilmember McDaniel's question, Attorney Weed explained that the only thing before the Council on a final plat approval is to review that the Hearing Examiner's conditions are met. The Hearing Examiner decision is not appealable after the time for reconsideration and appeal have run. If the City does not act within the 30-day timeframe once

the project is ready for final plat approval, the plat is approved without Council action; this opens the City up to possible litigation because without formal approval the lots are not saleable.

Planner Machen said in response to Councilmember Tageant's question, that the best time for public involvement is early in the process. He noted that final plat approval is not a political decision.

Mayor Spencer then closed the Public Hearing.

MOTION: Moved by Councilmember Gailey, seconded by Councilmember McDaniel, to send Ordinance 1023 back to staff to include a public comment process that would be included with the final plat approval process.

Councilmember McDaniel asked for better public notice, including improved signage.

VOTE: On vote the motion carried (4-3-0-0).

MOTION: Moved by Councilmember Petershagen, seconded by Councilmember Gailey, to close the Public Hearing on Final Plat Authority and Ordinance 1023. On vote the motion carried (7-0-0-0).

Action Items:

Public Works Contract with A-1 Landscaping to Provide Lundeen Park Construction Improvement: Public Works Director Eric Durpos presented the staff report and said this project provides for improvements to Lundeen Park. Staff recommends that the base bid plus alternatives1, 2 and 4, for a total cost of $767,130.80, by A-1 Landscape and Construction be approved, and that the Mayor be authorized to enter into a public works contract to complete this work. The deadline for completion of the work is June 29, 2018 and the contractor understands this date is not negotiable. Staff recommends a management reserve of $32,869.20 to address minor changes administratively. $600,000 was budgeted for this project and staff will bring forward a budget amendment for the additional $200,000. Director Durpos then responded to Councilmembers' questions.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Welch, to authorize the Mayor to execute a Public Works contract with A-1 Landscaping & Construction, Inc. of Snohomish, WA to provide construction of the Lundeen Park Improvement project in the amount of $767,130.80 with a management reserve of $32,869.20. On vote the motion carried (7-0-0-0).

Professional Services Agreement with KPG, P.S. re Main Street Design: Director Durpos presented the staff report. He reviewed the Scope of Work, and said the proposal provides for redesign, engineering, permitting and right of way acquisition for construction of full street improvements to Main Street in downtown Lake Stevens, from 16th Street NE to 20th Street NE. This project is identified as a key component of the City's Downtown Subarea Plan, and the design of the roadway will be integrated into the North Cove Park Master Plan. He added that this project is intended to be funded out of the Downtown Grant fund.

Responding to Councilmember McDaniel's question, Attorney Weed said that because this contract is for a design of Main Street, he does not see a reason that there would be a need for Councilmember McDaniel to recuse herself due to conflict of interest.

MOTION: Moved by Councilmember Tageant, seconded by Councilmember Welch, to authorize the Mayor to execute a Professional Services Agreement with KPG, P.S. to design the Main Street Improvements project in the amount of $719,214.00 with a management reserve of $10,786.00. On vote the motion carried (7-0-0-0).

Recreational Concession Agreement and Request for Proposal: Mayor Spencer presented the staff report in City Administrator Gene Brazel's absence. The request for proposal and agreement have been retooled to provide only for recreational activity concessions following Council's earlier input.

Discussion ensued with councilmembers being concerned that the lease agreement being set at "at least 5%" in the Request for Proposal is not adequate and not competitive. Also it does not reflect the cost of utilities. It was commented that this concession is a brick and mortar business, not a mobile business. Council also expressed concern that any concession under this agreement would not have exclusive beach access, that goods should not be stored after the season, and that Council should have final authority to make any changes to the lease, including extending it.

Councilmember Tageant urged moving forward with this concession agreement.

MOTION: Moved by Councilmember Hilt, seconded by Councilmember Gailey, to approve the Recreation Concession Agreement and Request for Proposal, provided that the Concession Agreement is amended to preclude pre-and post-season use of the facility for storage, there will be no exclusive beach access provided, but safe access to the beach will be accommodated, the lease is for the 2018 summer season ending Labor Day 2018, the minimum charge will be raised to take into account the cost of services the concessionaire is receiving from the City, such as parking, electrical use, water and other utilities, and including commercial square footage of the building. On vote the motion carried (6-1-0-0).

Discussion Items:

2018 First Quarter Financial Update: Finance Director Barb Stevens provided the 2018 First Quarter Financial Update and responded to Councilmembers' questions.

Downtown Plan Update: There was consensus to move this discussion to a future meeting.

Choose Washington: Mayor Spencer will bring this forward at a future meeting.

City Council Workshop Schedule: Mayor Spencer requested clarification from Council as to whether they want to hold one workshop meeting a month on the first Tuesday of each month, or if the preference is for two meetings, on the first and third Tuesdays.

Discussion ensued with the consensus being that workshops be held on the first and third Tuesday of each month, and that in addition to staff bringing matters forward, the workshops will be an opportunity for Council to bring ideas and concerns forward.

Councilmember McDaniel requested regular updates on the Mayor's activities.

Councilmember Welch suggested the process and method for communicating to citizens and encouraging citizen input be clarified. Discussion ensued and Council commented that citizen concerns regarding technical issues are more appropriately directed to staff than Council.

Study Session: None.

Executive Session: None.

Adjourn:

Moved by Councilmember Welch, seconded by Daughtry, to adjourn the meeting at 8:53 p.m. On vote the motion carried (7-0-0-0).

_____ _____

John Spencer, Mayor Kathy Pugh, City Clerk

LAKE STEVENS CITY COUNCIL

STAFF REPORT

Council Agenda Date: May 8, 2018

Subject: Re-affirm Mayor's authority to sign annexation petition on behalf of the City.

Contact Person/Department: Russ Wright, Community Dev. Director

Budget Impact: none

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Move to re-affirm and authorize the Mayor to execute annexation petitions for the Rhodora Annexation for lots where the City has an annexation covenant granting the right to the City to do so.

DISCUSSION:

On November 14, 2017 City Council approved Resolution 2017-19 accepting the 10% annexation Rhodora Annexation petition and authorizing circulation to receive signatures for the 60% petition. On December 12, 2017 City Council adopted a revised annexation Resolution 2017-22 modifying proposed land use and zoning. Within the annexation area, several of the underlying lots had signed covenants granting the City power to sign annexation petitions on their behalf. For such lots where the City was granted a power of attorney to petition for annexation, the Mayor signed the 60% petition, on behalf of the City, following the direction providing in Resolution 2017-22 to circulate the annexation petition. The County Assessor's office has asked for confirmation that the Mayor has the authority to sign the annexation petition for the City.

Through this action, Council re-affirms its support of this annexation and affirms and authorizes the Mayor to sign on behalf of the City. Along with Council's approval, staff will submit a letter requesting that the Snohomish County Assessor set a date (referred to in the annexation statute as the "terminal date") to review the sufficiency of the petition to move the annexation forward for county action.

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LAKE STEVENS CITY COUNCIL

STAFF REPORT

Council Agenda Date: May 8, 2018

Subject: Museum and Grimm House Lease Agreements

Contact Person/Department: Gene Brazel, City Administrator

Budget Impact: N/A

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve the Lease Agreement with the Historical Society for lease of the Museum for a term of one year and for the Grimm House for a term of .

SUMMARY/BACKGROUND: The City has leased a portion of the building located at 1804 Main Street to the Historical Society for use as a Museum for a number of years. Also leased to the Historical Society is the Grimm House for the benefit of citizens and others who wish to view the premises and artifacts displayed therein. Both of these leases are now expired and the parties wish to renew them.

The Historical Society has agreed to be open to the public for additional hours during the summer months, and to provide quarterly financial reports to the City. The term of the lease is for one year, and the lease provides an option for early termination.

The Grimm House lease is for a five year term and also provides that either party may terminate the lease with six months notice.

This was discussed at the May 1, 2018 City Council workshop and no additional changes were requested.

APPLICABLE CITY POLICIES:

BUDGET IMPACT:

ATTACHMENTS:

- Exhibit A: Lease Agreement with Historical Society (Museum)
- Exhibit B: Lease Agreement with Historical Society (Grimm House)

Exhibit A

LEASE AGREEMENT BETWEEN THE CITY OF LAKE STEVENS AND LAKE STEVENS HISTORICAL SOCIETY (Museum)

This Lease Agreement is made between the CITY OF LAKE STEVENS, a municipal corporation of the State of Washington, hereinafter called "City" and the LAKE STEVENS HISTORICAL SOCIETY, hereinafter called "Society."

1. LEASE PREMISES: The City hereby leases to Society the westerly portion of the building located on the following-described property:

Lot 28, Renas Addition to Lake Stevens, according to the plat recorded in Volume 12 of Plats, page 8, records of Snohomish County, Washington, EXCEPT roads.

Commonly known as 1804 Main Street, Lake Stevens, Washington

The leased area is depicted on **EXHIBIT A** as the "Historical Society/Museum," consisting of approximately 1,064 square feet on the first floor and approximately 504 square feet on the second floor, and the "Reading Room," consisting of approximately 352 square feet. The portion of the building occupied by the Lake Stevens Library is excluded from this lease. This lease includes the nonexclusive right to park in the developed parking spaces on parcels north and south of the above-described property, which parking is shared with the Lake Stevens Library. No stalls shall be marked or reserved for the sole use of Society without the prior written consent of the City, in City's sole discretion. The City makes no representation that the available parking is adequate for Society's needs.

2. TERM: This lease shall be for a term of _____ years commencing February 11, 2018, and expiring February 10, 20_____. Either party may terminate this Lease upon six (6) months written notice to the other for any cause whatsoever. In the event City terminates the lease without cause, City shall make reasonable efforts to assist Society in finding a new location for its activities. Notwithstanding the above, City may terminate this lease if Society abandons the premises, ceases to use the premises for the purposes described in paragraph 4 below, or if at any time Society ceases to be an active nonprofit corporation in good standing with the Washington Secretary of State's Corporations Division.

So long as the City Council has made no finding that the use of the subject property is required for other municipal purposes, the parties agree that, baring a change in circumstances that makes renewal unfeasible or not in the public interest, this lease may be renewed upon mutually acceptable terms.

3. RENTAL: The City agrees to provide said space to Society without monetary rent payments subject to the following additional responsibilities of Society:

a) Society shall maintain and operate the property for the purposes described in paragraph 4 below;

b) Society shall be responsible for minor repairs and maintenance as hereinafter described;

c) Society shall provide proof of current public liability insurance and personal property insurance for property owned by it or in its possession;

d) Society shall provide to the City a copy of its bylaws and any amendments thereof.

4. SOCIETY'S USE OF PREMISES: The leased premises may be used and occupied only for a historical society for the benefit of the citizens of the City of Lake Stevens and other individuals who wish to view the premises, and for no other purpose or purposes, without City's prior written consent. Society shall open the museum to the public, at a minimum, Fridays and Saturdays from 1:00 p.m. to 4:00 p.m., and summer hours (i.e., when Lake Stevens Public Schools are not in session for the regular school year) to include Sundays from 1:00 p.m. to 4:00 p.m., but at the option of Society, the museum may be closed on holidays recognized by the State of Washington. The museum shall not be open earlier than 8:00 a.m. nor later than 8:00 p.m. on any day, except by written permission of the City. The parties agree that the value of the services the Society provides to the City and its citizens is approximately the fair market leasehold value of the leased premises and other financial contributions made by the City pursuant to this lease.

a) Society shall be responsible for securing the leased premises at the end of each working day and at times when the leased premises are closed.

b) Society shall promptly comply with all laws, ordinances, orders, rules and regulations now in effect, or as hereafter amended, affecting the leased premises and their cleanliness, safety, occupation and use.

c) Society shall not use any machinery or equipment in the leased premises that might be injurious to the building. Society will not perform any act or carry on any practices that may damage the leased premises or be a nuisance to or menace or injure the public or City's employees, contractors or agents. Society shall not commit or suffer any waste upon the leased premises. Society shall not generate, store or maintain any hazardous substance or material upon leased premises as defined in applicable federal, state and/or local statutes or regulations.

d) Upon termination of the lease, Society shall quit and surrender the leased premises in as good a state and condition as they were at the commencement of the lease, reasonable wear and tear, damage by the elements or resulting from the structural unfitness of the leased premises for use as in accordance with the lease, or other actions not caused by Society, its employees, agents, customers or invitees, excepted. Society shall return all keys to City.

5. CITY'S USE OF PREMISES: The City reserves the unlimited right to use the area designated on **EXHIBIT A** as the "Reading Room" for meetings at any time City elects, regardless of whether the leased premises are open to the public. City shall be responsible for scheduling use of the meeting room. City's use of the reading room shall have scheduling priority. Society shall have the right to use the reading room at any time when the City is not using it. If Society wishes to schedule meetings or other functions in the reading room, Society

shall notify City's designated reading room scheduler to ensure the room will be available for Society's use.

6. MAINTENANCE: Society shall maintain the leased premises, and the area immediately adjacent thereto lying between the leased premises and parking areas, keeping the same in generally good repair, reasonable wear and tear excepted, and in neat and clean condition. Society shall perform minor maintenance and shall notify City of the need for any major maintenance. The City shall be responsible for maintaining roof, exterior structure, windows, wall heaters, plumbing, or other major structural components of said building.

7. IMPROVEMENTS: Society shall not make any structural improvements or alterations to the leased premises without the prior written consent of City, in City's sole discretion, and subject to any conditions which City in its sole discretion may impose. The City agrees that upon termination or expiration of said Lease, Society may remove all fixtures which it owns or has installed which can be removed without structural damage to the building. Upon such removal Society will restore the premises to its condition prior to installation of such fixtures. Society further agrees that prior to said removal, it will advise the City of which items it desires to remove in order that the parties may negotiate other alternatives. Any fixtures not so removed shall become the property of City; provided, City may elect to require removal of some or all of Society's fixtures at Society's sole expense.

8. UTILITIES: City shall be responsible for payment of all utilities serving the leased premises including, but not limited to, heat, lights, water, garbage, sewer, telephone, internet and cable. Society shall maintain heat in the building as deemed proper for artifacts displayed.

City shall not be liable for any loss, injury, or damaged property caused by or resulting from any variation, interruption, or failure of any utility service beyond City's reasonable control. No temporary interruption or failure of such services incident to the making of repairs, alterations, or improvements, or due to accident or strike, or conditions or events beyond City's reasonable control shall be deemed an eviction of Society or shall release Society from any of Society's obligations under this lease.

9. RISK OF LOSS / INSURANCE: All personal property of Society or other parties kept or maintained at the leased premises shall be at the risk of Society. City shall insure the building. Society shall be responsible for insuring its personal property and any property of others located at the premises. Society shall also provide a comprehensive liability insurance policy, including bodily injury and property damage, written by a company acceptable to and approved by City in the amount of ONE MILLION DOLLARS ($1,000,000.00). Society shall furnish to the City a Certificate of Insurance evidencing such coverage, and naming the City, its officers, employees and elected officials, as additional insured. The certificate shall specify that 30 days prior notice of cancellation will be sent to the City. Society acknowledges that City's insurance is for the benefit of City and provides no coverage for Society.

10. TAXES:

a) City shall be responsible for all real property taxes and assessments levied or assessed against the leased premises by any governmental entity, including any special assessments imposed on or against the leased premises for the construction or improvement of public works in, on or about the leased premises; provided, however, that the Society shall conduct no activity on the leased

premises nor place any articles on the leased premises that will increase the real property taxes levied or assessed against the leased premises.

b) Society shall pay before delinquency any and all taxes, assessments, license fees, and public charges levied, assessed or imposed and which become payable during the Lease upon Society's fixtures, furniture, appliances and personal property installed or located in the leased premises.

c) Society agrees to pay the amount of all taxes levied upon or measured by the rent or the market value of the leased premises, whether as a sales tax, transaction privilege tax, leasehold excise tax, or otherwise. Such taxes shall be due and payable at the time the same are levied or assessed.

11. INDEMNIFICATION: Society shall protect, hold harmless, indemnify, and defend, at its own expense, the City, its officers, employees, and agents from any loss or claim for damages of any nature whatsoever, including claims by third parties or by the Society's employees from which it would otherwise be immune under TITLE 51 RCW or other law, arising out of any act or omission on or about the leased premises or relating to this Lease by the Society, its appointed or elected officers, employees, or agents. If a loss or claim is caused by or results from the concurrent negligence of the Society, its appointed or elected officers, employees, or agents and the City, its elected or appointed officials, employees, or agents, this clause shall be valid and enforceable only to the extent of the negligence of the Society, its appointed or elected officers, employees, or agents.

The parties acknowledge that the foregoing indemnity provisions were mutually negotiated and survive the termination of this Lease.

12. SIGNS AND LANDSCAPING. City shall have the right to control landscaping and approve the placing of signs and the size and quality of the same. Society shall make no alterations or additions to the landscaping and shall place no exterior signs on the leased premises without the prior written consent of City. Any signs not in conformity with this lease may be immediately removed and destroyed by City.

13. ASSIGNMENT / SUBLEASE: Society shall not sublease, sublet or assign the leased premises, or any portion thereof or the adjacent grounds. This lease shall not be assignable by operation of law.

14. RESPONSIBLE PERSON: Society shall keep the City advised of its officers or directors and shall provide the City with the name, telephone numbers and email address of a responsible person or persons authorized to receive any notice required between the parties or for contact if negotiations are required or in the event of emergencies.

15. QUARTERLY FINANCIAL REPORTS: Throughout the term of this lease and all extensions thereof, Society shall provide City with quarterly financial reports detailing Society's income, expenses, expenditures, salaries, and bank and investment balances for the previous quarter. Said financial statements shall be provided to City in writing within thirty (30) days after the last day of each quarter of the calendar year.

16. NOTICE: Any notice given by Society to City shall be directed to the Mayor and delivered to the Lake Stevens City Hall and shall be deemed given on the date it is so delivered. Any notice given by the City to the Society shall be given to the responsible persons

hereinbefore described at the address described, or in the absence of any such persons, names or addresses, notice to Society shall be deemed adequate by delivering a copy of same to the leased premises or posting notice on the door of the leased premises. Notice shall be deemed given to Society on the date that it is delivered to the responsible person or in the absence of such person, delivered to the leased premises or posted on the door of the leased premises, or if mailed, notice shall be sent by certified mail, return receipt requested, in which case it shall be deemed given on the third business day after mailing.

17. DEFAULT: In the event the Society shall fail to carry out any of the terms required of it herein, or fail to operate as a historical society, the City may terminate this lease agreement upon giving the notice required by law. The parties agree that any dispute arising between them which is not otherwise resolved should be referred for mediation or arbitration in an effort to amicably settle any disputes.

18. RIGHT OF ENTRY: During the term of this lease Society agrees that the City's agents or employees may enter upon said premises during any hours when the leased premises are open to the public or, with prior written notice to Society, at other reasonable times, for purposes of inspection and/or repairs; provided, City may enter without notice in the event of an emergency. In the case of repairs that would be disruptive to Society's activities, City shall give advance written notice to Society. In the event of emergency entry, City shall make reasonable efforts to provide notice of entry to Society.

19. ATTORNEY FEES/COLLECTION CHARGES. In the event of any legal action or proceeding, mediation, arbitration or suit between the parties hereto in connection with or arising out of this lease, the substantially prevailing party shall be entitled to collect, in addition to any judgment awarded by a mediator, arbitrator or court, a reasonable sum as attorneys' fees, and all costs and expenses incurred in connection with such mediation, arbitration or lawsuit, including attorneys' fees, costs, and expenses of any appeal of a judgment, and if the substantially prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorney's fees shall be included in and as a part of such judgment. This lease shall be governed by the laws of the State of Washington. The venue for litigation to resolve any dispute related to this lease shall be Snohomish County Superior Court. Should City be named as a defendant in any suit brought against Society in connection with or arising out of Society's occupancy hereunder, Society shall pay to City its cost and expenses incurred in such suit, including a reasonable attorney fee.

20. TIME: Time is of the essence of this Lease.

21. WAIVER: Any waiver by City of any default and performance by Society of any of the terms, covenants, or conditions contained herein shall not be deemed a continuing waiver of the same or any subsequent default herein.

22. ENTIRE AGREEMENT AND AMENDMENTS. This lease contains all of the agreements between the parties with respect to any matter covered or mentioned in the lease, and no prior agreement, letter of intent, or understanding relating to any such matter will be effective for any purpose. No provision in this lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest and using the same formalities as are required by the execution of this lease.

IN WITNESS WHEREOF, the parties have signed this document in duplicate this _____ day of _____, 2018.

CITY OF LAKE STEVENS

By_____
JOHN SPENCER, Mayor

LAKE STEVENS HISTORICAL SOCIETY

By_____
_____ (print name)
Its _____ (title)

ATTEST:

_____
KATHY PUGH, City Clerk

APPROVED AS TO FORM:

_____
GRANT K. WEED, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that JOHN SPENCER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the CITY OF LAKE STEVENS to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 201___.

_____
_____
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

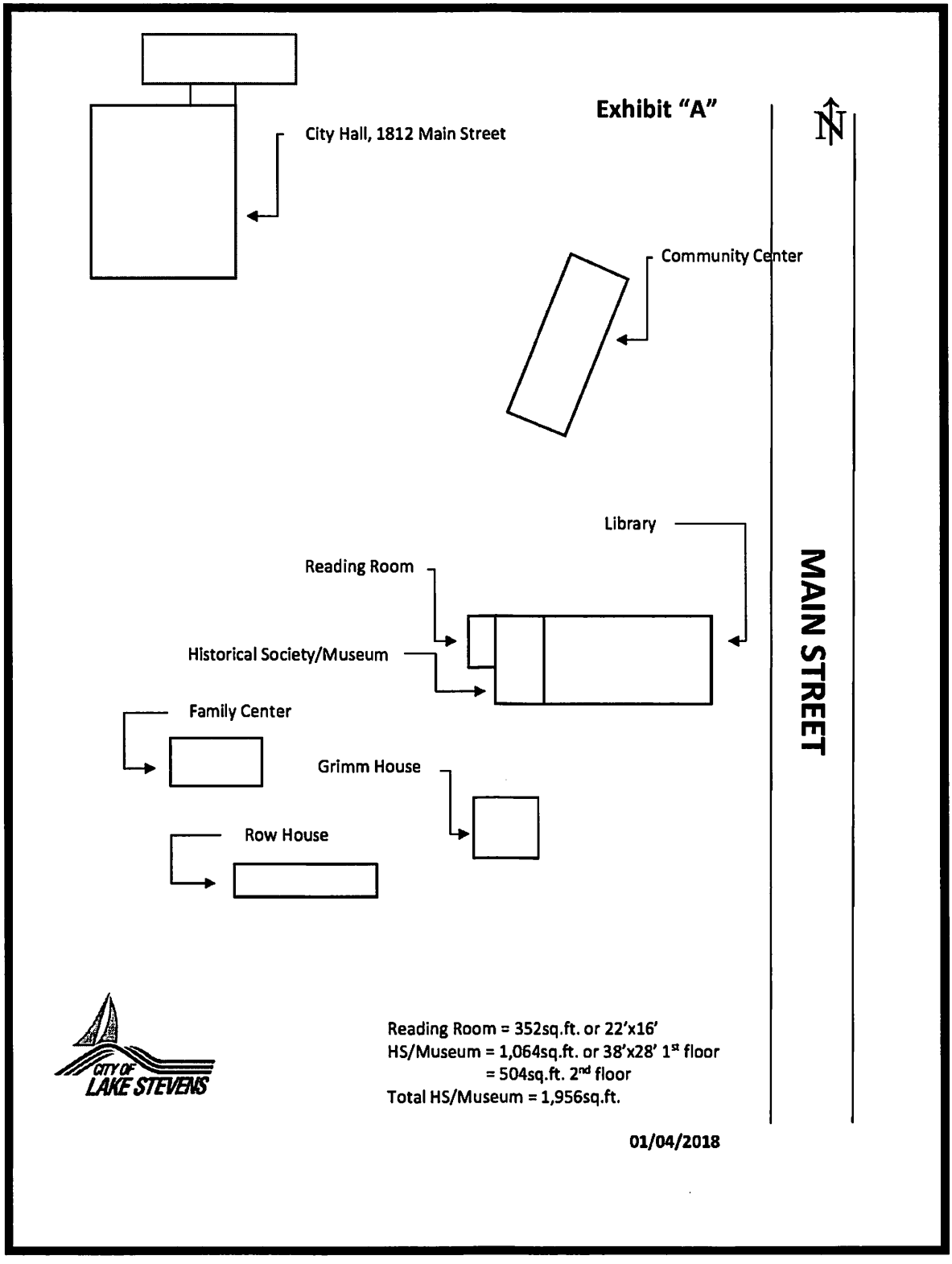


Exhibit "A"
City Hall, 1812 Main Street
Community Center
Library
Reading Room
Historical Society/Museum
Family Center
Grimm House
Row House
MAIN STREET
N
CITY OF LAKE STEVENS
Reading Room = 352sq.ft. or 22'x16'
HS/Museum = 1,064sq.ft. or 38'x28' 1st floor
= 504sq.ft. 2nd floor
Total HS/Museum = 1,956sq.ft.
01/04/2018

Exhibit B

LEASE AGREEMENT BETWEEN THE CITY OF LAKE STEVENS AND LAKE STEVENS HISTORICAL SOCIETY

This Lease Agreement is made between the CITY OF LAKE STEVENS, a municipal corporation of the State of Washington, hereinafter called "City" and the LAKE STEVENS HISTORICAL SOCIETY, hereinafter called "Society."

1. LEASE PREMISES: The City hereby leases to Society the building located on the northwest portion of the following-described property, hereafter referred to as "Grimm House":

The South 25 feet of Lot 29; and
Lot 30, except the East 12 feet thereof;
All in Renas Addition to Lake Stevens, according to the plat recorded in Volume 12 of Plats, page 8, records of Snohomish County, Washington.

Commonly known as 1802 Main Street, Lake Stevens, Washington

The location of Grimm House is depicted on **EXHIBIT A** attached hereto and incorporated herein by this reference. This lease includes the nonexclusive right to park in the developed parking spaces on the above-described property, which parking is shared with the Sno-Isle Library. No stalls shall be marked or reserved for the sole use of Society without the prior written consent of the City, in City's sole discretion. The City makes no representation that the available parking is adequate for Society's needs.

2. TERM: This lease shall be for a term of five (5) years commencing April 25, 2018, and expiring April 24, 2023. Either party may terminate this Lease upon six (6) months written notice to the other for any cause whatsoever. In the event City terminates the lease, City shall make reasonable efforts to assist Society in finding a new location for its activities. Notwithstanding the above, City may terminate this lease if Society abandons the premises, ceases to use the premises for the purposes described in paragraph 4 below, or if at any time Society ceases to be an active nonprofit corporation in good standing with the Washington Secretary of State's Corporations Division.

The parties agree that, baring a change in circumstances that makes renewal unfeasible or not in the public interest, this lease may be renewed upon mutually acceptable terms.

3. RENTAL: The City agrees to provide said space to Society without monetary rent payments subject to the following additional responsibilities of Society:

a) Society shall maintain and operate the property for the purposes described in paragraph 4 below;

b) Society shall be responsible for minor repairs and maintenance as hereinafter described;

c) Society shall provide proof of current public liability insurance and personal property insurance for property owned by it or in its possession;

d) Society shall provide to the City a copy of its bylaws and any amendments thereof.

4. USE OF PREMISES:

a) The leased premises may be used and occupied only for a historical society for the benefit of the citizens of the City of Lake Stevens and other individuals who wish to view the premises and the artifacts on display therein, and for no other purpose or purposes, without City's prior written consent. The parties agree that the value of the services the Society provides to the City and its citizens is approximately the fair market leasehold value of the Grimm House and other financial contributions made by the City pursuant to this lease.

b) Society shall be responsible for securing the structure at the end of each working day and at times when said structure is closed.

c) Society shall promptly comply with all laws, ordinances, orders, rules and regulations now in effect, or as hereafter amended, affecting the leased premises and their cleanliness, safety, occupation and use.

d) Society shall not use any machinery or equipment in the leased premises that might be injurious to the building. Society will not perform any act or carry on any practices that may damage the leased premises or be a nuisance to or menace or injure the public or City's employees, contractors or agents. Society shall not commit or suffer any waste upon the leased premises. Society shall not generate, store or maintain any hazardous substance or material upon leased premises as defined in applicable federal, state and/or local statutes or regulations.

e) Upon termination of the lease, Society shall quit and surrender the leased premises in as good a state and condition as they were at the commencement of the lease, reasonable wear and tear, damage by the elements or resulting from the structural unfitness of the leased premises for use as in accordance with the lease, or other actions not caused by Society, its employees, agents, customers or invitees, excepted. Society shall return all keys to City.

5. MAINTENANCE: Society shall maintain Grimm House, and the area immediately adjacent thereto lying between Grimm House and the driveway and parking areas, keeping the same in generally good repair, reasonable wear and tear excepted, and in neat and clean condition. Society shall perform minor maintenance and shall notify City of the need for any major maintenance. The City shall be responsible for maintaining roof, exterior structure, windows, wall heaters, plumbing, or other major structural components of said building.

6. IMPROVEMENTS: Society shall not make any structural improvements or alterations to said structure without the prior written consent of City, in City's sole discretion, and subject to any conditions which City in its sole discretion may impose. The City agrees that upon termination or expiration of said Lease, Society may remove all fixtures which it owns or has installed which can be removed without structural damage to the building. Upon such removal Society will restore the premises to its condition prior to installation of such fixtures.

Society further agrees that prior to said removal, it will advise the City of which items it desires to remove in order that the parties may negotiate other alternatives. Any fixtures not so removed shall become the property of City; provided, City may elect to require removal of some or all of Society's fixtures at Society's sole expense.

7. UTILITIES: City shall be responsible for payment of all utilities serving the leased premises including, but not limited to, heat, lights, water, garbage, sewer, telephone, internet and cable. Society shall maintain heat in the building as deemed proper for artifacts displayed.

City shall not be liable for any loss, injury, or damaged property caused by or resulting from any variation, interruption, or failure of any utility service beyond City's reasonable control. No temporary interruption or failure of such services incident to the making of repairs, alterations, or improvements, or due to accident or strike, or conditions or events beyond City's reasonable control shall be deemed an eviction of Society or shall release Society from any of Society's obligations under this lease.

8. RISK OF LOSS / INSURANCE: All personal property of Society or other parties kept or maintained at the leased premises shall be at the risk of Society. City shall insure the building. Society shall be responsible for insuring its personal property and any property of others located at the premises. Society shall also provide a comprehensive liability insurance policy, including bodily injury and property damage, written by a company acceptable to and approved by City in the amount of ONE MILLION DOLLARS ($1,000,000.00). Society shall furnish to the City a Certificate of Insurance evidencing such coverage, and naming the City, its officers, employees and elected officials, as additional insured. The certificate shall specify that 30 days prior notice of cancellation will be sent to the City. Society acknowledges that City's insurance is for the benefit of City and provides no coverage for Society.

9. TAXES:

a) City shall be responsible for all real property taxes and assessments levied or assessed against the leased premises by any governmental entity, including any special assessments imposed on or against the leased premises for the construction or improvement of public works in, on or about the leased premises; provided, however, that the Society shall conduct no activity on the leased premises nor place any articles on the leased premises that will increase the real property taxes levied or assessed against the leased premises.

b) Society shall pay before delinquency any and all taxes, assessments, license fees, and public charges levied, assessed or imposed and which become payable during the Lease upon Society's fixtures, furniture, appliances and personal property installed or located in the leased premises.

c) Society agrees to pay the amount of all taxes levied upon or measured by the rent or the market value of the leased premises, whether as a sales tax, transaction privilege tax, leasehold excise tax, or otherwise. Such taxes shall be due and payable at the time the same are levied or assessed.

10. INDEMNIFICATION: Society shall protect, hold harmless, indemnify, and defend, at its own expense, the City, its officers, employees, and agents from any loss or claim for damages of any nature whatsoever, including claims by third parties or by the Society's employees

from which it would otherwise be immune under TITLE 51 RCW or other law, arising out of any act or omission on or about the leased premises or relating to this Lease by the Society, its appointed or elected officers, employees, or agents. If a loss or claim is caused by or results from the concurrent negligence of the Society, its appointed or elected officers, employees, or agents and the City, its elected or appointed officials, employees, or agents, this clause shall be valid and enforceable only to the extent of the negligence of the Society, its appointed or elected officers, employees, or agents.

The parties acknowledge that the foregoing indemnity provisions were mutually negotiated and survive the termination of this Lease.

11. SIGNS AND LANDSCAPING. City shall have the right to control landscaping and approve the placing of signs and the size and quality of the same. Society shall make no alterations or additions to the landscaping and shall place no exterior signs on the leased premises without the prior written consent of City. Any signs not in conformity with this lease may be immediately removed and destroyed by City

12. ASSIGNMENT / SUBLEASE: Society shall not sublease, sublet or assign the leased premises, or any portion thereof or the adjacent grounds. This lease shall not be assignable by operation of law.

13. RESPONSIBLE PERSON: Society shall keep the City advised of its officers or directors and shall provide the City with the name, telephone numbers and email address of a responsible person or persons authorized to receive any notice required between the parties or for contact if negotiations are required or in the event of emergencies.

14. QUARTERLY FINANCIAL REPORTS: Throughout the term of this lease and all extensions thereof, Society shall provide City with quarterly financial reports detailing Society's income, expenses, expenditures, salaries, and bank and investment balances for the previous quarter. Said financial statements shall be provided to City in writing within thirty (30) days after the last day of each quarter of the calendar year.

15. NOTICE: Any notice given by Society to City shall be directed to the Mayor and delivered to the Lake Stevens City Hall and shall be deemed given on the date it is so delivered. Any notice given by the City to the Society shall be given to the responsible persons hereinbefore described at the address described, or in the absence of any such persons, names or addresses, notice to Society shall be deemed adequate by delivering a copy of same to Grimm House or posting notice on the Grimm House door. Notice shall be deemed given to Society on the date that it is delivered to the responsible person or in the absence of such person, delivered to Grimm House or posted on the Grimm House door, or if mailed, notice shall be sent by certified mail, return receipt requested, in which case it shall be deemed given on the third business day after mailing.

16. DEFAULT: In the event the Society shall fail to carry out any of the terms required of it herein, or fail to operate as a historical society, the City may terminate this lease agreement upon giving the notice required by law. The parties agree that any dispute arising between them which is not otherwise resolved should be referred for mediation or arbitration in an effort to amicably settle any disputes.

17. RIGHT OF ENTRY: During the term of this lease Society agrees that the City's agents or employees may enter upon said premises during any hours when Grimm House is open to the public or, with prior written notice to Society, at other reasonable times, for

purposes of inspection and/or repairs; provided, City may enter without notice in the event of an emergency. In the case of repairs that would be disruptive to Society's activities, City shall give advance written notice to Society. In the event of emergency entry, City shall make reasonable efforts to provide notice of entry to Society.

18. ATTORNEY FEES/COLLECTION CHARGES. In the event of any legal action or proceeding, mediation, arbitration or suit between the parties hereto in connection with or arising out of this lease, the substantially prevailing party shall be entitled to collect, in addition to any judgment awarded by a mediator, arbitrator or court, a reasonable sum as attorneys' fees, and all costs and expenses incurred in connection with such mediation, arbitration or lawsuit, including attorneys' fees, costs, and expenses of any appeal of a judgment, and if the substantially prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorney's fees shall be included in and as a part of such judgment. This lease shall be governed by the laws of the State of Washington. The venue for litigation to resolve any dispute related to this lease shall be Snohomish County Superior Court. Should City be named as a defendant in any suit brought against Society in connection with or arising out of Society's occupancy hereunder, Society shall pay to City its cost and expenses incurred in such suit, including a reasonable attorney fee.

19. GRIMM HOUSE RELOCATION: City may elect to relocate Grimm House to a location determined by City in its sole, subjective discretion, upon 120 days' advance written notice to Society. Such relocation shall be at City's sole expense. Society shall have the option of terminating this lease at the time of such relocation upon 30 days' advance written notice to City, in which event Society shall remove its fixtures and personal property at least five (5) business days prior to the scheduled relocation date. In the event Society elects to continue with the lease at the relocation site, Society shall be responsible for removing all personal property from the premises prior to the scheduled relocation; provided, City shall reimburse Society for its reasonable, documented out-of-pocket expenses for moving and temporary storage of personal property required as a consequence of the relocation. Reimbursement for temporary storage expenses shall be limited to the period during which Grimm House is unavailable for use by Society due to the relocation. City, its elected or appointed officials, officers, employees, agents and contractors shall have no liability for any damage to fixtures or personal property left in Grimm House during the relocation.

20. TIME: Time is of the essence of this Lease.

21. WAIVER: Any waiver by City of any default and performance by Society of any of the terms, covenants, or conditions contained herein shall not be deemed a continuing waiver of the same or any subsequent default herein.

22. ENTIRE AGREEMENT AND AMENDMENTS. This lease contains all of the agreements between the parties with respect to any matter covered or mentioned in the lease, and no prior agreement, letter of intent, or understanding relating to any such matter will be effective for any purpose. No provision in this lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest and using the same formalities as are required by the execution of this lease.

IN WITNESS WHEREOF, the parties have signed this document in duplicate this _____ day of _____, 2018.

CITY OF LAKE STEVENS

By_____
JOHN SPENCER, Mayor

LAKE STEVENS HISTORICAL SOCIETY

By_____
_____ (print name)
Its _____ (title)

ATTEST:

_____
KATHY PUGH, City Clerk

APPROVED AS TO FORM:

_____
GRANT K. WEED, City Attorney

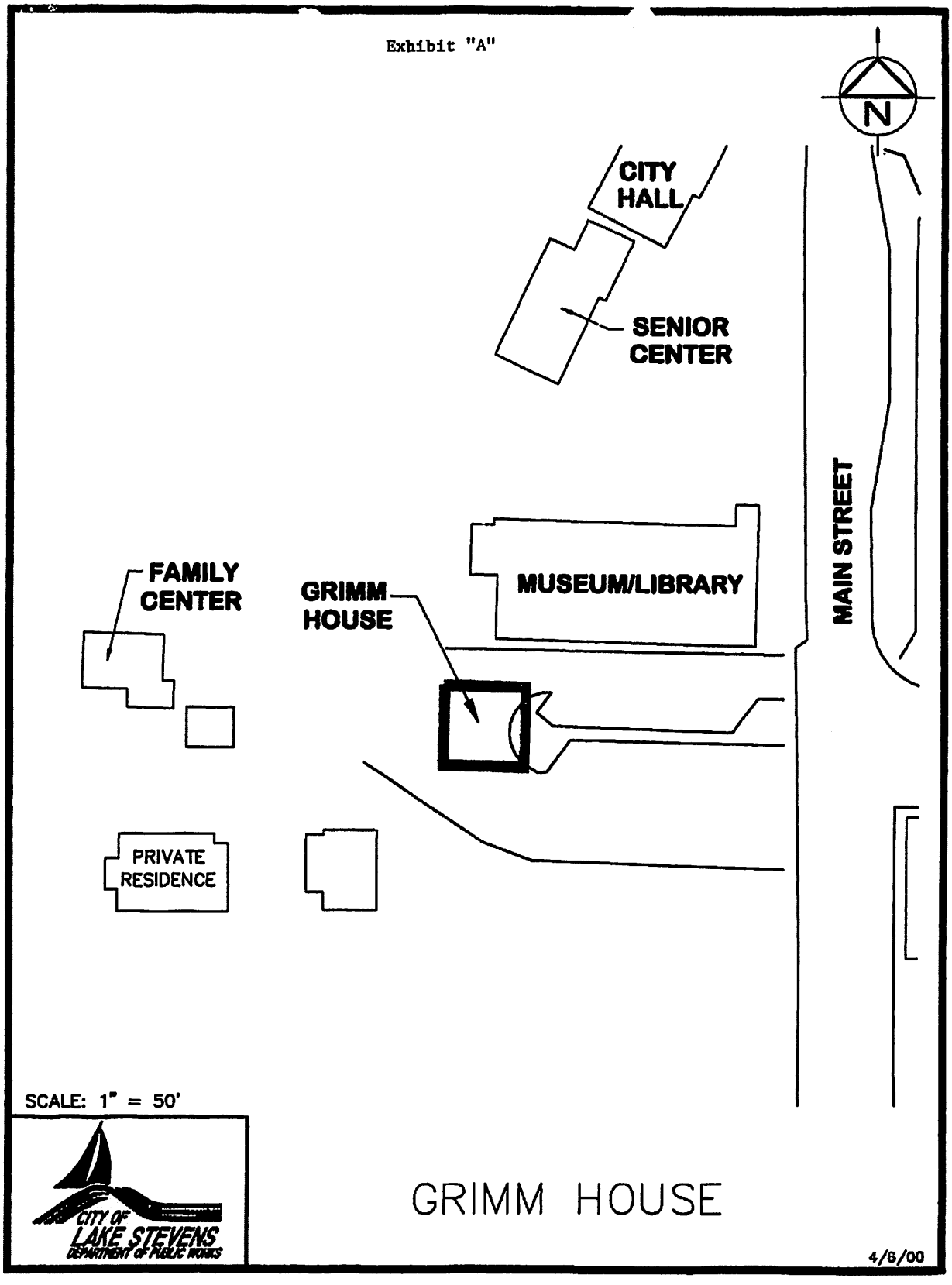
STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that JOHN SPENCER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the CITY OF LAKE STEVENS to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2018.

_____
_____
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

Exhibit "A"


N
CITY HALL
SENIOR CENTER
MAIN STREET
MUSEUM/LIBRARY
FAMILY CENTER
GRIMM HOUSE
PRIVATE RESIDENCE
SCALE: 1" = 50'
CITY OF LAKE STEVENS
DEPARTMENT OF PUBLIC WORKS
GRIMM HOUSE
4/6/00

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LAKE STEVENS CITY COUNCIL

STAFF REPORT

Council Agenda Date: May 8, 2018

Subject: SharePoint Online – Business Transformation Services

Contact Person/Department:	Troy Stevens / ITD – Teri Smith / HR	**Budget Impact:**	$14K 1st year $2K/year renewal FY19

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Approve Purchase of SP Marketplace License and Portals in the amount of $11,976.50 and SP Market Place Application Customization Services in the amount of $1,750, for a total amount of $13,826.50

SUMMARY/BACKGROUND:

Teri Smith: Our current "HRIS" is an Access database that has been in use for over a decade. Our finance system, Springbrook, has an HR module but it has not been purchased. I did a demo to review its functionality for Human Resources, but found it to be very lacking and limiting in its application for HR, and the cost was not conducive for what we would receive. After reviewing other HRIS products over the past two years, I decided to look at optimizing Office 365 and SharePoint to turn our existing database information into an inexpensive HRIS-"lite" product. This option allows us to create how we want the portal to be configured, it's very flexible in changing and expanding what and how we want to include, provides dashboard functionality for others to use (not all HR information has to be clouded under the veil of secrecy), and builds upon the database we already have. This is a simple and cost-effective solution to get the best functionality for our HR needs at this time. After the initial cost of building the SharePoint application of just under $3,000, there is a minimal on-going annual subscription fee of $686. These costs can be covered in the HR professional services budget.

Troy Stevens: The City has been utilizing SharePoint technologies internally for about 8 years it has served as an intranet for all departments to utilize for information sharing and internal processes. The IT Committee and Executive Team has determined we need to engage in professional services to develop a roadmap that will work with each department to determine their needs, process and how we can leverage these new technology and tools. The City's goal is to get an initial SharePoint site structure built and assist with setup and training, but in the years to come we want to continue our engagement with SP Marketplace for future initiatives and support of our sites, They will serve as a resource for our department heads to consult and engage in special project/apps that can be built on top of this platform.

I've included some key slides from SP Marketplace's presentation on how they will help us transform our current site to a truly digital workplace for all to use.

APPLICABLE CITY POLICIES:

BUDGET IMPACT:

$11,976.50 for Licenses and Portals – a budget amendment will be brought forward at a future date

$1,750 for Application Customization Services

ATTACHMENTS:

- ► Exhibit A: SP Marketplace quote for Licensing and Portals
- ► Exhibit B: SP Marketplace quote for Applicatoin Customization Services
- ► Exhibit C: "HR Features v11"
- ► Exhibit D: "SP Design for City of Lake Stevens"

SP Marketplace

QUOTE

17319 Penn Valley Drive
Penn Valley, CA 95946
www.spmarketplace.com
Phone: 888 218-5560
Email: sales@spmarketplace.com
Prepared By: Nick Alford

QUOTE DATE	5/2/2018
QUOTE #	5 2 20186296
CUSTOMER ID	
VALID UNTIL	5/31/2018

For: City of Lake Steven

Attn: Troy Stevens, IT Manager
1812 Main St
WA, 98258 98258 US
425.377.3234
tstevens@lakestevenswa.gov

PLATFORM	Office 365
TIER	Tier 1

SP Marketplace Application Modules, Solution Suites and Services					Quick Start Service
Description	Unit Price	Qty	Adjustment	Amount	
SP Intranet Package - SP Intranet Portal, ESS, 3 Depts	$4,395	1	10%	$3,955.50	$995.00
SP HR Portal	$2,745	1	10%	$2,470.50	$495.00
Additional Dept Portals	$765	3	10%	$2,065.50	
Power User DIY Academy	$1,995	1		$1,995.00	
Estimated Subscription Renewal after 12 months is: $1,785					
			Subtotal	$10,486.50	$1,490.00

TOTAL	$11,976.50
Tax/Other (Estimate)	
Quote	$11,976.50

TERMS AND CONDITIONS

1. Customer will be invoiced after indicating acceptance of this quote
2. Payment is required prior to delivery of services and goods
3. Please fax or email the signed price quote to the address above
4. Subsequent subscriptions renew annually at 25% of published License Fee

Customer Acceptance (sign below):

x _____ Date:_____

Print Name:

Please contact us if you require additional information about this price quote

sales@spmarketplace.com 888 218-5560

Thank You For Your Business!

SP Marketplace

QUOTE

17319 Penn Valley Drive
Penn Valley, CA 95946
www.spmarketplace.com
Phone: 888 218-5560
Email: sales@spmarketplace.com
Prepared By: Nick Alford

QUOTE DATE	5/2/2018
QUOTE #	5 2 20186528
CUSTOMER ID	
VALID UNTIL	5/31/2018

For: City of Lake Steven

Attn: Troy Stevens, IT Manager
1812 Main St
WA, 98258 98258 US
425.377.3234
tstevens@lakestevenswa.gov

PLATFORM	Office 365
TIER	Tier 1

SP Marketplace Application Modules, Solution Suites and Services					Quick Start Service
Description	Unit Price	Qty	Adjustment	Amount	
Application Customization Services - new lists, libraries, forms and workflows	$175	10		$1,750.00	
			Subtotal	$1,750.00	

TERMS AND CONDITIONS

1. Customer will be invoiced after indicating acceptance of this quote
2. Payment is required prior to delivery of services and goods
3. Please fax or email the signed price quote to the address above
4. Subsequent subscriptions renew annually at 25% of published License Fee

Customer Acceptance (sign below):

x _____ Date:_____

Print Name:

TOTAL	$1,750.00
Tax/Other (Estimate)	
Quote	$1,750.00

Please contact us if you require additional information about this price quote

sales@spmarketplace.com 888 218-5560

Thank You For Your Business!

Exhibit C

Operational Portal Structure Planning

Establish and implement an Internal Business Structure

Internal Business Structure Objectives

“Make it easy to do business inside the organization”

- Create an intuitive, consistent way for employees to:
  - Receive news and information
  - Find resources – Docs, media,
  - Get assistance and services
  - Share and Collaborate across the organization and in teams
  - Access frequently used processes
- Enhance department operations
  - Present a consistent way to serve their customers – employee portal
  - Manage and track requests for assistance and service
  - Organize documents, tasks, and collaboration
- Put some structure over how SharePoint and Groups are used
- Provide a way to evolve to the Digital Workplace
  - Phase it in over time
  - Drive adoption through peer experience

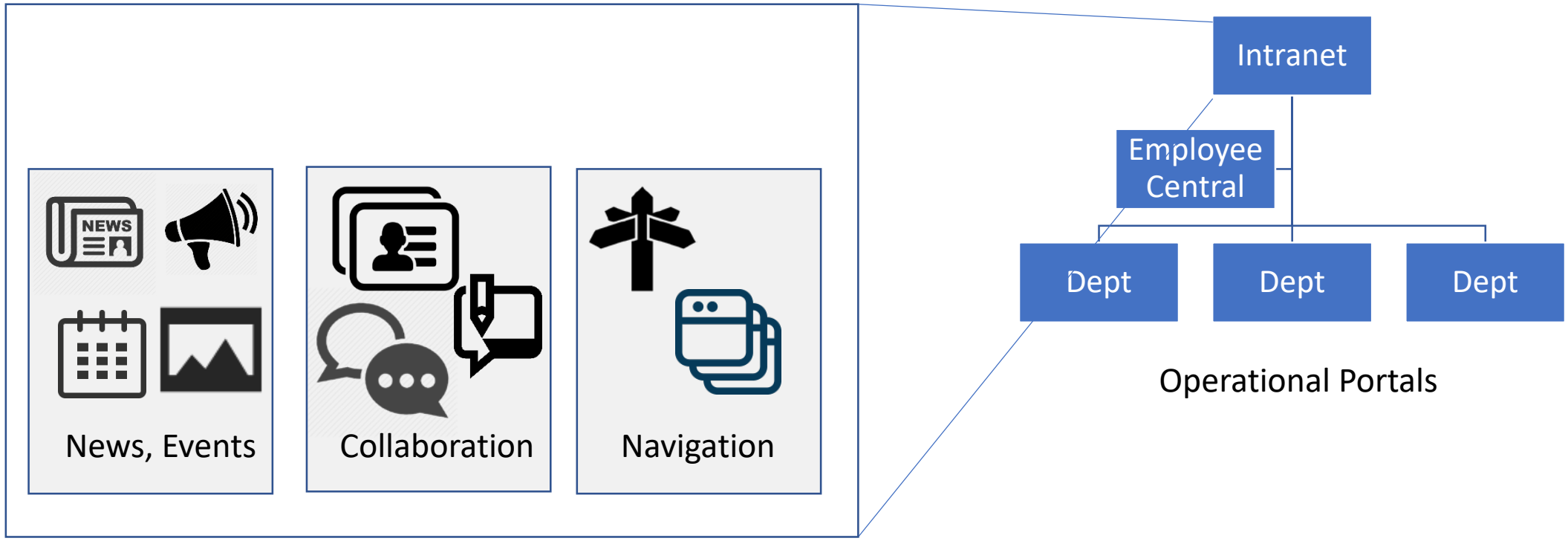
What is Needed

1. Define an Internal Business Structure (in context of your organization)
   - Consistent way to deliver and access:
     - Information – News, Announcements, Alerts, Events etc.
     - Resources – Documents (policies, procedures, forms), Media, Reference info
     - Services – questions, requests, support
     - Processes – employee facing processes (time-off, expenses, etc.)
     - Collaboration – people directory, teams, discussions, meetings etc.
   - Across departments and functions, in the context of work
2. IT Infrastructure - to support the Internal Business Structure
   1. Front office tools – Office 365 type tools and services
   2. Operational Portal structure that integrates with front office
      1. Predefined portals for different levels of the Business Structure
      2. Flexibility for change
      3. Self supported by departments, groups (power user capabile)

Intranet Home

Exhibit D

Intranet Home page + – The organization entry point for the Digital Workplace. Central point for news, information, events and personalized navigation to the operational structure.

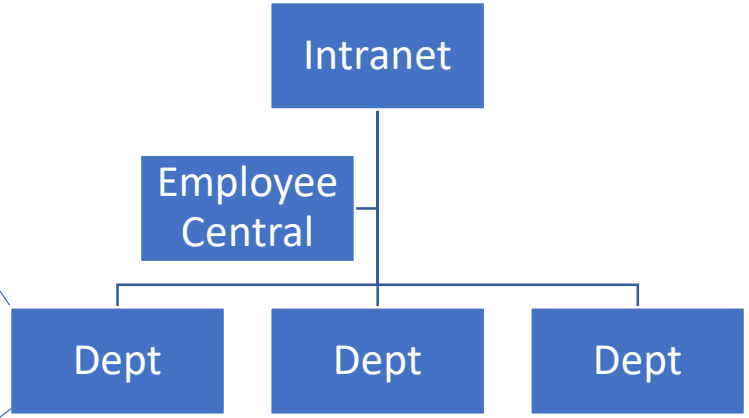


Department Portals

Operational Portals – Operational departments that provide internal services. Provide a consistent way to deliver services, and organize operation. Includes Staff Portal and Service Portal.

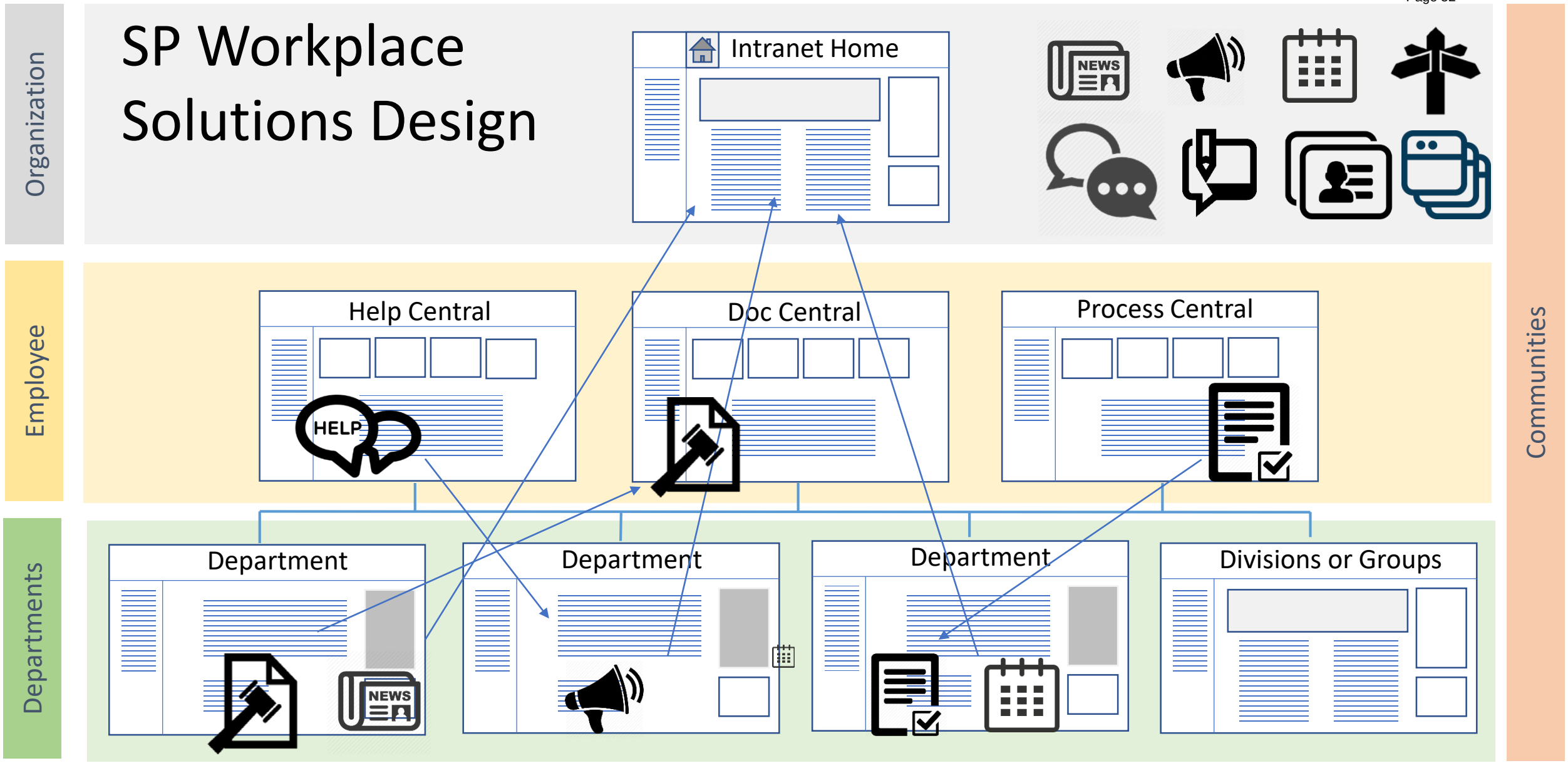
Service Portal

Staff Portal



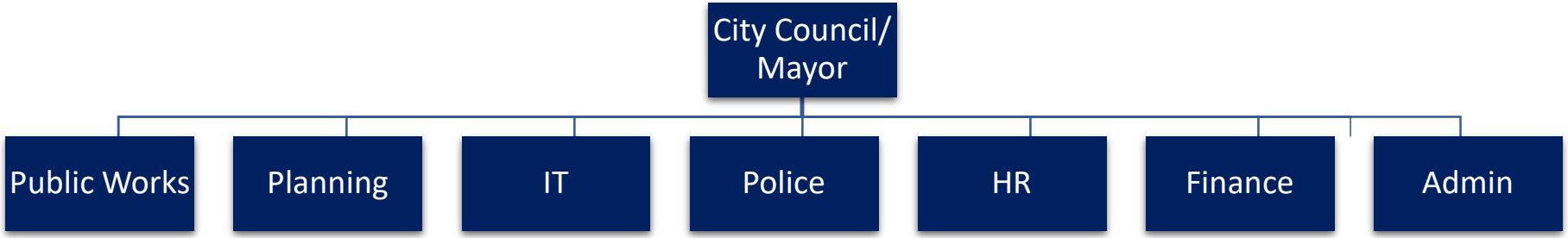
Operational Portals

SP Workplace Solutions Design

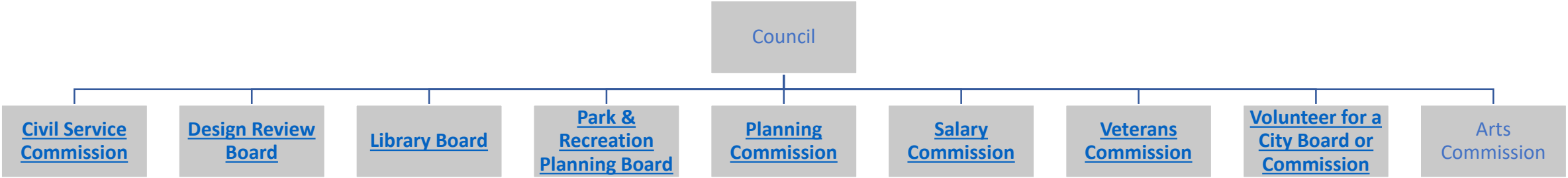


City of Lake Stevens Structure

Operational Structure



Boards and Commissions



Priorities – For discussion

1. Establish base structure
    1. Intranet Home Page
    2. Employee Self-Service – w/Doc Central, then add Help Central, Process Central
    3. HR Portal, IT (generic dept)
2. Add rest of Departments - Planning, Public Works, Finance, Police, EOC
3. Consolidate/Replace Apps as possible

Proposed Phases and Modules

Phase I

- Intranet Package inclu es
  - Intranet, Employee Self Service Por al an 3 epar men s
- HR Portal - base
- 3 additional departments
- DIY Training
- 10 Custom Hours

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LAKE STEVENS CITY COUNCIL

STAFF REPORT

Council Agenda Date: April 24, 2018

Subject: Master Unit-Priced Contract for Asphalt Repair– Award of Contract

Contact / Department:	Eric Durpos Department of Public Works	**Budget Impact:**	Not to Exceed $250,000

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor to execute a Public Works Contract with Quilceda Paving & Construction Inc. to provide Asphalt Repair and Paving services for the City of Lake Stevens.

SUMMARY/BACKGROUND:

The maintenance of asphalt repair throughout the city is a regular part of street safety and preservation. The work for this contract is intended to consist of an ala carte list of asphalt services that allows the city to perform a large array of asphalt work. The contract intent is to allow the city to utilize the contractor to perform asphalt work that is currently budgeted and approved in the 2018 budget, no project is specifically listed but examples include trench patch from previous storm water projects, pot hole repair, parking lot at Eagle ridge Park, trail repairs. City staff does not have the necessary tools and equipment necessary to perform these task in house.

In response to the City advertisement of bid requests; The city received one (1) responsive bid from Quilceda Paving & Construction, Inc. at $3,089.50 base bid total. The proposed agreement has a termination date of 31 December 2018 with a contractual amount not to exceed $250,000. If the charges deplete the contracted amount and continued services are anticipated within the term of the contract, staff will request Council authorize additional funds through a supplemental agreement. The funds for these projects are budgeted in the 2018 budget.

APPLICABLE CITY POLICIES: NA

BUDGET IMPACT: Dependent on which department/ fund utilizes the services. Streets, Storm, Parks

ATTACHMENTS:

- ► Exhibit A: Public Works Master Contract
- ► Exhibit B: Bid

BID SUMMARY
City of Lake Stevens
Public Works

PROJECT	BASE BID	SALES TAX (IF APPLICABLE)	TOTAL BID
18019 On Call Asphalt Repair			
BIDDER			
#1			
Quilceda Paving & Construction, Inc. 3403 16th Street Everett, WA 98201	$3,089.50	$274.97	$3,364.47
#2			
		$0.00	$0.00
#3			
		$0.00	$0.00
#4			
		$0.00	$0.00

COMPLETED BY:
Amanda Wells

DATE: 5/3/2018

SMALL PUBLIC WORKS CONTRACT (Under $300,000)

THIS SMALL PUBLIC WORKS CONTRACT ("Contract") is made and entered into this _____ day of May, 2018, by and between the City of Lake Stevens, Washington, a Washington State municipal corporation ("City"), and Quilceda Paving & Construction, Inc., a Washington corporation ("Contractor").

WHEREAS, the City desires to accomplish certain public works entitled Asphalt Patching and Paving ("the Project") 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, carry out and complete the Asphalt Patching and Paving ("Project") in accordance with this Contract and the incorporated Contract Documents specified in Section 2. For each identified project a Task Order Form shall be made identifying the project, cost and time for completion, and signed by both parties. Each Project shall be completed no later than the completion date identified in the Task Order.

2. Contract Documents.

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

A. ☒ Plans and Contract Drawings.

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)**. Task Order Form

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. <u>Commencement of Work</u>.

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.

E. Task Order Form has been fully signed.

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. <u>Time is of the Essence/Liquidated Damages</u>.

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. <u>Total Contract Sum for Project</u>. 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 $250,000 (Two Hundred Fifty Thousand and No/100ths Dollars) 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. <u>Payments shall be for Performance of Project Work</u>. 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 $1,000,000 each occurrence, $2,000,000 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 Project Manager and shall be administered for the Contractor by the Contractor's Contract Representative, Contract representative. 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:	To Contractor:
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	Quilceda Paving & Construction, Inc. Attn: Rick Norman 3403 16th Street Everett, WA 98201 Telephone: 425.252.1010

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	Quilceda Paving & Construction, Inc.
By:_____ John Spencer, Mayor	By:_____ _____ *Printed Name & Title*

Attest:

_____
Kathy Pugh, City Clerk

Approved as to Form:

_____
Grant K. Weed, City Attorney

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City	Contractor

ATTACHMENTS:

Proposer's Name: Rick Norman
Quilceda Paving & Const., Inc

RFP # 2018 HMA Patching & Overlay Contract

City of Lake Stevens

Non-Disclosure Request

If you believe any statements or items you submit to the City as part of this submittal/response are exempt from public disclosure under the Washington Public Records Act (PRA), you must identify and list them below. You must very clearly and specifically identify each statement or item, and the specific exemption that applies. If awarded a City contract, the same exemption status will carry forward to the contract records.

The City will not exempt materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not identify the entire page, unless the entire page is within the exemption scope. Only records properly listed on this Form will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

☒ I do not request any information be withheld

☐ I request the following specific information be withheld. I understand that all other information will be considered public information.

For each statement or item you intend to withhold, you must fill out every box below. You should not request an entire page withheld: only request the specific portion subject to the exemption.

Document Page: Specify the page number on which the material is located within your submittal package	**Statement:** Repeat the text you request to be held as confidential, or attach a redacted version	**RCW Exemption:** Specify the RCW exemption including the subheading

For this request to be valid, you must specify the RCW provision or other State or Federal law that designates the document as exempt from disclosure. For example, potential RCW exemptions include the following:

1. RCW 42.56.230.3 - Personal information - Taxpayer
2. RCW 42.56.230.4 - Personal information - Credit card numbers and related
3. RCW 42.56.240 - Investigative, law enforcement and crime victims
4. RCW 42.56.250 - Employment and licensing - specify the applicable subheading
5. RCW 42.56.260 - Real estate appraisals
6. RCW 42.56.270 (Items 1- 17) – specify applicable subheading
7. RCW 42.56.420 - Security

Form Updated 3-21-19

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (4/5/18), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Quilceda Paving & Const., Inc
Bidder's Business Name

Signature of Authorized Official*

Richard Norman
Printed Name

President
Title

4/5/18 Date | Everett City | WA State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

State of Washington

If a co-partnership, give firm name under which business is transacted:

_____

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

BID PROPOSAL FOR

2018 HMA PATCHING AND OVERLAY CONTRACT

Item No. 1 – Hot Mix Asphalt Class ½" PG 64-22

Per Ton = $ 470.00

Item No. 2 – Crushed Surfacing Base Course:

Per Ton = $ 70.00

Item No. 3 – Asphalt Berm

Per Linear Foot = $ 50.00

Item No. 4 – Roadway Pre-level or Overlay

Per Ton = $ 99.50

Item No. 5 – Adjust Existing Water Valve Boxes to Grade

Per Each = $ 675.00

Item No. 6 – Adjust Existing Water Valve Boxes to Grade with Pavement Riser

Per Each = $ 300.00

Item No. 7 – Adjust Existing Manhole Frame & Cover to Grade

Per Each = $ 975.00

Item No. 8 – Adjust Existing Manhole Frame & Cover to Grade with Pavement Risers

Per Each = $ 450.00

TOTAL BID **$** 3089.50 A.Wells 4/16/18

COMPANY: Quilceda Paving & Const., Inc.

ADDRESS: 3403 Meta Street Everett, WA 98201 **Phone:** 425-252-1010

NAME/TITLE Richard Norman, President

SIGNATURE: _____, **DATE:** 4/5/18

WA UBI No.: 602-254-384 **Fed Tax ID#** 43-1989041

Contact: Rick Norman Email: rickn@qpaving.com

Company: Quilcada Paving & Const., Inc. Phone: 425-252-1010

Address: 3403 Meta Street Everett, WA 98201

Signature: _____ Date: 4/5/18 ~~2016~~

Print Name: Richard Norman

Bid Proposal must be provided to the City by **4:00 p.m.** on **April 5, 2018**, late submittals will not be accepted. Bids will be accepted via the following methods: **ATTN: Amanda Wells**

Email: awells@lakestevenswa.gov
Courier: P.O. Box 257
Lake Stevens, WA 98258

The successful bidder will be required to execute a contract substantially in the form attached as Attachment B

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LAKE STEVENS CITY COUNCIL

STAFF REPORT

Council Agenda Date: 8 May 2018

Subject: 2018 Janitorial Services

Contact Person/Department:	Amanda Wells Public Works	**Budget Impact:**	$ 10,376.00

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Award the 2018 Janitorial Services Contract and authorize the Mayor to execute a contact with Diamante Cleaning Experts LLC. for an amount not to exceed $8,976.00 plus $1,400.00 event reserve annually.

SUMMARY/BACKGROUND: The City utilizes outsource contracted janitorial services. The facilities served under this contract include the City Hall (including the Administration building), Police Station, Community Center, and Visitor Information Center. The detail and level of services provided under this contract are included in the Exhibit of the contract provided in the Attachment.

In April 2018, the City made a request for bids and a total of 4 bids were received. The low bid, Diamante Cleaning Experts LLC., came in at $748.00 with the high bid coming in at $1920.00 for Base Services monthly rate. Included with the bid proposal are optional services. These are intended to be performed only when needed. The Diamante bid was determined to be most responsive, and reference checks were verified. Per WAC 458-20-171 retail sales tax is not applicable to charges for Janitorial services. The summary of the bids with the City's estimate are included in Attachment A.

As this contractor performs services after normal working hours, a security background check is planned to be performed on each employee who will work within a City facility. In addition, the City has the option of extending this contract under the current bid for up to 2 additional years.

BUDGET IMPACT: $ 10,376.00 annually general government fund

ATTACHMENTS:

- Attachment A: Bid Summary
- Attachment B: Contract with Scope of Work and Bid Proposal

ATTACHMENT A – Bid Summary

BID SUMMARY
City of Lake Stevens
Public Works

PROJECT	BASE BID	TOTAL BID
18011 Janitorial Services		
BIDDER		
#1 Truesblue, Sean Miller 18717 76th Ave West, Unit F Lynnwood, WA 98037 425-233-8611	$1,386.66	$1,386.66
#2 Diamanle Cleaning Experts LLC, Kat McAvoy PO BOX 752 Burlington, WA 206-939-0092	$748.00	$748.00
#3 5 Star Services, Inc., Anna Ostapchuk 22208 Grip Rd Sedro Wolley, WA 98284 360-395-8508	$1,200.00	$1,200.00
#4 Buenvista Services Inc., Billy Savregui 33519 161st LN SE Auburn, WA 98092 425-246-8121	$1,920.00	$1,920.00

COMPLETED BY: Amanda Wells

DATE: 5/1/2018

Janitorial Services Contract

THIS JANITORIAL SERVICES CONTRACT ("Contract") is made and entered into by and between the City of Lake Stevens, Washington, a Washington State municipal corporation ("City"), and Diamante Cleaning Experts, a Washington Limited Liability Company. ("Contractor").

WHEREAS, the City has determined the need to have janitorial maintenance services performed for its City Hall, Lake Stevens Community Center, Police Station, and Lake Stevens Visitor Information Center; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions and the Contractor has represented that it has the requisite skill and experience necessary to provide the necessary janitorial maintenance services, and

WHEREAS, the City has solicited bids through the MRSC Roster and has received and evaluated bid proposals, and has determined that Contractor is the most qualified responsible bidder; and

WHEREAS, the Contractor and the City desire to enter into this Contract for said work 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. <u>Scope of Work—Term - Duration</u>.

A. The Contractor shall perform, carry out and complete the Janitorial Maintenance Services in accordance with this Contract and the incorporated Contract Documents specified in Section 2.

B. Term-Duration.
The term of this contract shall be from notice to proceed to 31 December 2019.

Prior to the expiration of the term of the contract or any renewals or extensions thereof, parties may, renew the contract for two (2) additional one (1) year terms upon the same terms and conditions.

2. <u>Contract Documents</u>.

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

A. ☒ Scope of Work and Costs Contained in Exhibits A and B
B. ☒ Proposal/Bid Submittal (attached).
C. ☐ Addenda **(if any)**

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. <u>Commencement of Work</u>.

A. Work shall not proceed under this Contract until the following conditions have been met by the Contractor:

B. Contract has been signed and fully executed by the parties.

C. The Contractor has provided the City with the certificates of insurance required under Section 17.

D. The Contractor has obtained a City of Lake Stevens Business License.

E. 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. Payment for Project.

A. Compensation and Method of Payment. Payments shall be made by the City to the Contractor based on month-end billings. The City shall pay the Contractor for services rendered within thirty days after receipt of a billing invoice from the Contractor. The total amount to be paid shall not exceed $10,376.00 per year (sales tax exempt). The month rate of payment and optional services rate shall be as shown on Exhibit B. Optional services shall only be authorized by the City in writing for each service to be rendered. The Contractor shall complete and provide the Department of the Treasury Internal Revenue Service form W-9, Request for Taxpayer Identification Number and Certification, to the City on or before the execution of this Agreement. All payments to Contractor include Washington State Sales Tax.

B. Payments shall be for Performance of Contract 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.

F. Final Payment. The City shall not require a payment and performance bond. However, the parties agree that the City shall not make a Payment to the Contractor until the following has occurred:

1. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Washington State Department of Labor and Industries and the City.

2. An Affidavit by the Contractor is on file with the City that sums due from the Contractor and all Subcontractors to the Washington State Department of Revenue, Employment Security Department, and Department of Labor and Industries for all taxes and penalties due or to become due with respect this Contract have been paid

3. Releases from all of Contractor's subcontractors and/or suppliers have been provided to the City, or the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.

4. The Contractor shall provide the City with proof that insurance required under Section 17 remains in effect.

G. Payment in the Event of Termination. In the event this Contract is terminated by the either party, the Contractor shall not be entitled to receive any further amounts due under this Contract.

H. 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 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 City, 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.

5. Termination of Contract.

Either party may terminate this Contract upon ten (10) working days' written notice to the other party

6. 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.

7. Business License Required.

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

8. Work Ethic.

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

9. Job Safety.

General Job Safety. Contractor shall take all necessary precaution 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.

10. 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 Contract as required and in accordance with applicable law and/or regulations.

11. 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, 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.

12. 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 demonstrate to the

satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

13. 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.

14. Compliance With Law.

The Contractors 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.

15. 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 he 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.

16. 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.

17. 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, their 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**.

Contractors 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 e 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

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 $1,000,000 each occurrence, $1,000,000 general aggregate and a $2,000,000 products-completed operations aggregate limit.

E. **Public Entity Full Availability of Contractor Limits**

If the Contractor 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 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 Public Entity 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 Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

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 Public Entity 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 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 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.

18. <u>Assignment and Subcontractors</u>.

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

19. City Confidences.

The Contractor 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. The Contractor will insure that each of its employees are aware of this covenant, and each employee agrees to keep City information confidential.

20. <u>Severability.</u>

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.

21. <u>Integration and Supersession</u>.

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.

22. 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.

23. 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.

24. Contract Representatives and Notices.

This Contract shall be administered for the City by Eric Durpos, Director of Public Works, and shall be administered for the Contractor by the Contractor's Contract Representative Kathryn McAvoy. 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:	To Contractor:
City of Lake Stevens	Diamante Cleaning Experts, LLC.
Attn: City Clerk	Attn: Gladis Alvarado Martinez
1812 Main Street (Physical)	10711 Chelan Way (Physical)
Post Office Box 257 (Mailing)	Post Office Box 752 (Mailing)
Lake Stevens, WA 98258	Sedro Woolley, WA 98284
425-377-3225	206-939-0092

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.

25. 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.

26. Governing Law.

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

27. Venue.

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

28. 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.

29. 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.

30. 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	**Diamante Cleaning Experts, LLC.**
By_____	By _____
John Spencer, Mayor	Gladis Alvarado Martinez, Governor
Approved as to form:	Attest:
_____	_____
Grant K. Weed, City Attorney	Kathy Pugh, City Clerk

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

_____	_____
City	Contractor

Exhibit A

Lake Stevens City Hall, Lake Stevens Community Center, Police Department and Lake Stevens Visitor Information Center

(Once per week janitorial service)

Services will be performed after hours Friday through Sunday, community center after 10pm due to reserved activities.

One evening per week Janitorial Services

- Maintain security of building at all times
- Empty all waste containers and dispose of outside of the building in the City provided dumpster and reline receptacles
- Empty all recycling bins and dispose of outside of in City recycle container
- Change all torn, stained or soiled trash can liners as needed
- Vacuum and Edge all carpeted areas.
- Sweep and damp mop all hard floor surfaces
- Clean all glass entrance doors both inside and outside
- Dust/clean all horizontal and vertical surfaces within reach, such as desks, file cabinets, shelves, counters.
- Remove fingerprints or marks from walls, door jams, light switches
- Clean and sanitize all basins, counters, toilets, toilet seats and urinals
- Clean all mirrors
- Re-fill all paper and soap dispensers
- Re-fill all restroom fresheners

Monthly Janitorial Services

- Dust all higher ledges and surfaces
- Clean/dust all Venetian or vertical blinds
- Edge vacuum carpeting

As needed Janitorial Services

- Spot clean carpets by hand
- Vacuum and spot clean upholstered furniture

JANITORIAL SERVICE PROPOSAL SHEET

The undersigned hereby certifies that they have carefully examined the Request for Proposal entitled "Janitorial Services" and they have examined the site of the work and the location where said work is to be done, and fully understands the manner in which payment is proposed to be made for the cost thereof, hereby proposes to furnish all materials and to perform all labor which may be required to complete said work upon the terms and conditions provided in the said Request for Proposal for consideration of the following amount:

	Monthly Rate
Lake Stevens City Hall (both buildings)	$390
Lake Stevens Police Department	$195
Lake Stevens Community Center	$65
Lake Stevens Visitor Information Center	$98
Total:	$748
8.9% Sales Tax:	$66.57
Total Monthly Rate:	⇨ $814.57

Special Event rate	$ $200
Hourly cleaning rate for on-call, as-needed basis.	$ $25

The undersigned certifies that the above is a firm and valid Proposal to accomplish all work and comply with all requirements of the Request for bid.

Company Name: Diamante Cleaning Experts LLC

Contact Person: Kat McAvoy

Address: P.O. Box 752

City/State: Burlington, WA

Telephone No.: (206) 939-0092

Signature: Signed — Kathryn McAvoy Printed

Provide Name Signing Authority — 603-483-804 UBI

JANITORIAL SERVICE PROPOSAL SHEET FOR *OPTIONAL* WINDOW WASHING, CARPET EXTRACTING

Bidding Company Name Diamante Cleaning Experts, LLC

Window washing and/or carpet extracting (steam cleaning) will be on an as-needed basis established by the City.

Building	Cost With 8.9% Tax
City Hall	
Window washing inside and outside	$73.51
Carpet extracting (whole building)	$278.78
Lake Stevens Police Station	
Window washing inside and out	$44.10
Carpet extracting (whole building)	$235.22
Lake Stevens Community Center	
Window washing inside and outside	$29.40
Carpet extracting (whole building)	$190.58
Lake Stevens Visitor Information Center	
Window washing inside and outside	$44.10
Carpet extracting (whole building)	$217.80

Bidder's Professional References Sheet

Bidding Company Name Diamante Cleaning Experts, LLC

REFERENCE NAME: Housing Authority of Skagit County Phone: (360) 428-1959

Address: 1650 Port Dr.

City/State/Zip: Burlington, WA 98233

Remarks & Individual contact name:

Gilberto Estrada - Diamante has been servicing HASC for two years providing janitorial services
gestrada@skagitcountyha.org

REFERENCE NAME: Canal Station North Phone: (206) 782-5008

Address: 5450 Leary Ave NW

City/State/Zip: Seattle, WA 98107

Remarks & Individual contact name:

Taylor Johnson - Diamante has been providing janitorial services to this condo complex since Dec 2016.

REFERENCE NAME: Session Apartments Phone: (206) 323-9113

Address: 1717 22nd Ave

City/State/Zip: Seattle, WA 98122

Remarks & Individual contact name:

Monte Fontaine - Diamante has been providing janitorial services to this Apartment complex since Feb 2017.

monte.fontaine@gmail.com

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LAKE STEVENS CITY COUNCIL

STAFF REPORT

Agenda Date: May 8, 2018

Subject: Lake Safety Taskforce Status

Contact Person/Department:	Jill Meis, Associate Planner Russ Wright, Community Development Director John Dyer, Police Chief	**Budget Impact:**	$TBD

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Accept recommendations of the Lake Safety Taskforce and the Mayor and to proceed with implementation of the Lake Safety Taskforce findings.

SUMMARY

Lake Stevens Police Department evaluated the use of home-made and homeowner placed markers in the lake in 2016 and determined the markers created a hazard, were not consistent and were not permitted, this led the Police Department to have the markers removed. Since this time the City has received calls and emails from lakeside homeowners asking for the ability to permit buoys in front of properties to demarcate a water safety zone and keep highspeed watercraft 100-feet from docks. Another issue as identified by the Lake Stevens Police is the growing competition between swimmers, motorized vessels and non-motorized vessels on Lake Stevens. Installation of navigational markers is the responsibility of the overseeing jurisdiction.

City Council voted on March 28, 2017 to establish the Lake Stevens Lake Safety Taskforce to study and make recommendations regarding safety issues on Lake Stevens. On March 29, 2017, the first public meeting was held to introduce the public to the idea and the consensus was to proceed with a safety program. On June 13, 2017, the Public Safety subcommittee made a recommendation to City Council to proceed with a pilot program. The pilot program elements focused on safety markers at high traffic areas, distribution of lake rules to waterfront owners via a mailer and social media, increased enforcement and police recording statistics on stops, as well as follow up. On June 27, 2017 City Council approved a pilot program.

On October 25, 2017, at the conclusion of the pilot program, the Lake Safety Taskforce held their first meeting. At this meeting the commitments for participation in the taskforce were discussed, including the number of meetings and the goals of the program, as were the results of the pilot program. Police and Planning staff were present to answer questions and additional information was requested by the taskforce members.

On December 5, 2017, the Lake Safety Taskforce was presented data on boating statistics collected by the Police Department during the pilot program. Lt. Rochon with the Snohomish County Sherriff's office presented information on boating laws and answered questions.

On January 16, 2018, the Lake Safety Taskforce selected a preferred alternative for a safety marker program that placed markers at high traffic areas and allowed for citizens to make application for a marker to be placed at their parcel after analysis by Community Development and Police and a subsequent approval. The marker placement is like the pilot program but allows for the markers to be uniform and a line-of-sight to be established. At this meeting the taskforce recommended city staff begin to prepare code amendments.

On February 28, 2018, signage materials were presented and general thoughts were to simplify signage with information quickly available for users. Additional discussion on potential elements to add and improve existing

communication ensued. A survey was distributed and the results indicate signage as the most important form of communication, other forms suggested were having an intern or Explorer at the boat launches to hand out the rules of the lake in abbreviated form, increased enforcement and social media.

The final meeting of the Lake Safety Taskforce was held on April 25, 2018. A discussion regarding code development was most of the agenda. The taskforce offered suggestions including consistency of definitions, process of homeowner application for safety marker, verbiage of speed in safety zone and implementation. Staff will prepare code amendments and provide to the task force before codification.

The next steps are:

1. Place safety markers,
2. Produce new signs,
3. Develop brochure for distribution,
4. Continue communication development and
5. Revise code language including individual homeowners requests for safety markers as well as clear language on vessel speed in the safety zone.

LAKE STEVENS CITY COUNCIL

STAFF REPORT

Council Date: **Agenda** May 8, 2018

Subject: Sport Field Uses

Contact Person/Department: Russ Wright, Community Development Director

Budget Impact: none

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Discuss options for use of city-owned sports fields by athletic teams and provide guidance on a preferred rental/use agreement method.

BACKGROUND:

Planning and Community Development and the Lake Steven Parks Board have been coordinating with Lake Stevens Junior Athletics on anticipated needs for youth sports in Lake Stevens, specifically a need for practice fields. Staff has provided examples of use agreements from Marysville and Snohomish County for your review.

DISCUSSION:

Council has described its interest in developing active park amenities including athletic fields for youth sports and activities with the increased population growth in the city. Through conversations with the Lake Stevens Junior Athletics (LSJA) and the Parks Board, staff has been apprised of the enrollment numbers for youth sports and number of fields available. What became apparent is the need for practice fields for football, soccer and baseball/softball. We have also learned that Lacrosse would like to expand into Lake Stevens.

The city's Park Plan has identified capital improvements for Frontier Heights and 20th Street Ballfields to construct athletic fields along with other park amenities. Frontier Heights will be under design soon for full park improvements. We have applied for Recreation Conservation Office grants to aid in the Phase 1 construction of Frontier Heights. The second phase will include the construction of appropriate sports fields on the northern part of the site. Public Works has begun leveling the fields, installing temporary facilities and plans to reseed grass in the fields to support summer use at the 20th Street Ballfields.

Staff reached out to Everett, Marysville and Snohomish County to determine how they administer field uses. Examples from Marysville and Snohomish County are provided. Marysville uses a simple rental agreement with prioritized user groups, schedule, hours, rules and billing. The field use is billed on an hourly basis. Snohomish County has provided a facility use agreement to a designated licensee. Compensation is in field maintenance and hourly utility payment for lighting.

Staff is requesting that Council identify a preference and direct staff to develop city policies and fees for seasonal or hourly field use.

Attached
Marysville Rental Agreement
Snohomish County Facility Use Agreement for Lake Stevens Community Park

Athletic Field Use Guidelines

The City of Marysville has identified the Marysville School District #25 boundaries as its highest priority service area for Parks and Recreation facilities and services. All residents have the right to use Parks Department facilities for appropriate recreation activities. Individuals and groups not residing within the designated boundaries will be permitted use after those individuals and those groups that reside within the boundaries recreational needs have been met. It is the intent of this guideline to recognize and support user groups who have the highest number of residents within their organization or club first and then allocate available use to non-residents without impacting the life of the fields.

Priority categories are as follows:

First Priority	City of Marysville programs & special events.
Second Priority	Local community sponsored youth/adult games & practices.
Third Priority	Regional community youth/adult events.
Fourth Priority	Private group rentals

"Local Community" is defined as Marysville residents, and recreations organizations and non-profit organizations, serving residents who live within the boundaries of the Marysville School District # 25.

- All scheduled organizations are required to show proof of insurance showing the City of Marysville as co-insured.
- Presidents and/or elected officers are directly responsible for informing team managers and coaches of policies regarding field usage.
- Scheduling for an organization must be coordinated through one representative of the organization.
- If two groups are equal in the above, the group with the longest consecutive use history will have their field use time and dates considered first.
- Field use may be reduced or deleted based upon an organization's usage of scheduled field time.
- The City reserves the right to limit the amount of play permitted on the fields. Use of the facilities will be limited in the event of bad weather, or when high impact activities pose substantial risk of damage to the facility. Maintenance needs may also limit use of the facilities. The City, at its sole discretion reserves the right to cancel any approved application whenever it is deemed in the best interest of the City and or facility.

City of Marysville Non-Discrimination Policy for Parks and Recreation Facilities and Programs

The City of Marysville shall not discriminate in the use of City Park and Recreation facilities or programs on the basis of race, creed, color, national origin, sexual orientation, sex, honorably discharged veteran or military status, status as a mother breastfeeding her child, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. In addition, neither the City nor a third party receiving a lease or permit from the City shall discriminate on the basis of sex in the operation, conduct, or administration of community athletic programs. Persons having questions or wishing to file a complaint regarding this policy may contact the City's Director of Parks and Recreation. Persons requiring a reasonable accommodation for a disability may contact the City's Human Resources Manager.

Light Rental Guidelines- Fees for any game/practice(s) utilizing lights during or after the following times will be charged as recognized in the light fee schedule.

January	4:30 pm	May	7:30 pm	September	7:00 pm
February	5:00 pm	June	8:00 pm	October	6:00 pm
March	6:00 pm	July	9:00 pm	November	4:30 pm
April	6:30 pm	August	8:00 pm	December	4:00 pm

Fields Available

January	2, 3	May	1, 3	September	1, 2, 3
February	1, 3	June	1, 2, 3	October	1, 2, 3
March	1, 2	July	1, 2, 3	November	1, 2, 3
April	2, 3	August	1, 2, 3	December	1, 2

Marysville Parks and Recreation reserves the right to adjust field availability based upon the demand of the fields, weather issues or maintenance needs.

Field Priority times:

Monday – Friday
- Youth: 4:00 pm – 7:00 pm
- Adult: 7:00 pm – 10:00 pm

Saturday
- Youth 8:00 am – 6:00 pm
- Adult 6:00 pm – 10:00 pm

Sunday
- Youth 8:00 am – 6:00 pm
- Adult 6:00 pm – 10:00 pm

**Requests for other times not within priority will be handled on case by case and field availability.

RULES AND REGULATIONS REGARDING ATHLETIC FIELDS USE

1. Alcohol, drugs, and tobacco are prohibited anywhere on the athletic facility site.
2. Motor vehicles are to be parked only in designed parking areas.
3. Animals are not permitted on the playing fields at the soccer complex at Strawberry Fields.
4. No person shall engage in the sale of any merchandise or services or operate any concessions without the written authorization of the Parks and Recreation Director.
5. No person shall mutilate, deface, or damage any athletic facility. All litter shall be deposited in designated receptacles. Fields not maintained during use may result in suspension of use privilege
6. Organizations will not be permitted to utilize fields without adequate adult supervision (1:20 ratio) at all times.
7. All organizations, groups, and or individuals utilizing the facilities must leave them in a satisfactory condition. Failure to do so will result in additional maintenance charges to the organization, group, or individuals responsible for additional clean up at the rate of $ 28 per man hour.
8. The Marysville Parks and Recreation Department reserves the right to cancel any field permit for just cause or to amend the procedures set forth in this document at any time.
9. The Park Department or the City of Marysville is not responsible for accidents, injuries, or loss of property.
10. The misuse of park facilities or the failure to conform to these regulations will be sufficient reason for immediate permit/use suspension and/or denial or future applications.

ATHLETIC FACILITY BILLING FORM

Strawberry Fields Field # 1
Field # 2
Field # 3

Please Print Legibly

Name of Organization:_____

Responsible Party of Record: _____ Telephone #:_____

Cell #:_____ Work #: _____

Address:_____City:_____Zip:_____

Email: _____

Date(s) of Event: _____ (attach calendar if applicable)

Start Time: _____Ending Time: _____

Fee Schedule		**Youth**		**Adult**	
		Non-Lighted	**Lighted**	**Non-Lighted**	**Lighted**
Field Rental	**(2.0 hours)**	**$ 26**	**$ 40**	**$ 31**	**$ 45**

Total Number of Uses:_____

Rate to Charge:_____

Balance Due:_____

Please make checks payable to: CITY OF MARYSVILLE

Mail Payment to:
Marysville Parks and Recreation
6915 Armar Road
Marysville, WA 98270

Credit Card Payment
(Please indicate card type and number)

Visa/MasterCard Card # _____
Exp _____/_____ V-Code _____

Name as it appears on the card: _____

Field Rental Refund Policy
Requests for cancellations and/or refunds must be submitted to Marysville Parks and Recreation at least ten (10) working days prior to the scheduled use. Refunds may be granted less a $10.00 administrative fee. Refunds will be given with less than two (2) weeks notice only for the following reasons:

1. Cancellations by the Marysville Parks and Recreation Department for adverse weather conditions or scheduling errors.
2. Emergency, short, or no notice cancellations instituted by Police, Fire, Park, or other official personnel, wherein the health and/or safety of the participants and/or spectators could be at risk.

I/WE THE UNDERSIGNED, for and in consideration of permission being granted by the City of Marysville for the use by the undersigned of the City facilities hereby covenants and agrees to indemnify and keep indemnified the City of Marysville and all elected officials, agents and employees thereof, and to save the same harmless from and against any and all actions or causes of actions, claims, demands, liabilities, loss, damage or expense of whatsoever kind or nature, use of City Park property and facilities for the above described purpose by the undersigned. It is further understood and agreed, as a condition of the permission granted to the undersigned by the City of Marysville, that the undersigned and its agents shall at all times comply with all rules and regulations, and with all directions and instruction of City employees.

This is permission to use City of Marysville Park facilities only. It in no way replaces any permit or license required by any other organization.

IN WITNESS THEREOF, the undersigned has hereunto subscribed its name

X _____ Date: _____

Office Use Only
Soccer Field Rental

Billing Date _____

Date Received _____

D&SEN-1 OP ID: VH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Griffith/Rush Drake Insurance
PO Box 27167
12354 Lake City Way NE
Seattle, WA 98125
Mike Griffith

CONTACT NAME: Mike Griffith
PHONE (A/C, No, Ext): 206-632-1433 FAX (A/C, No): 206-365-0699
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Northwest Ins Corp	24082
INSURER B : The Hartford Casualty Ins Co	29424
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
D&S Enterprises
David Thompson DBA
10606 3rd Ave. S.E.
Everett, WA 98208

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / X OCCUR	X		BKS53539847	09/01/2014	09/01/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			52UECJH5603	03/02/2014	03/02/2015	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as an additional insured as pertains to the work and services performed by the named insured only per form CG 88 10 10 09

CERTIFICATE HOLDER

SNOHOM3

Snohomish County
Parks & Recreation
Attn: Russ Bosanko
6705 Puget Park Drive
Snohomish, WA 98296

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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D&SEN-1 OP ID: VH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/15/2014

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INSURER D :	
INSURER E :	
INSURER F :	

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							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
B	ANY AUTO			52UECJH5603	03/02/2014	03/02/2015	BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$	
	DED / RETENTION $							$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	
							E.L. DISEASE - POLICY LIMIT	$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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SNOHOM3

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Attn: Russ Bosanko
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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** Subparagraph **(2)** of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and

(b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** Subparagraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.

2. The following is added to **Section IV - Commercial General Liability Conditions,** Condition **4. Other Insurance,** Paragraph **b. Excess Insurance:**

   The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:**

   a. The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

   Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

   (i) Premises rented to you for a period of 7 or fewer consecutive days; or

   (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

   Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

   A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance.**

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b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) -** Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments,** Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

(b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A** and **B**, Paragraph **1.b.** is replaced by the following:

b. Up to **$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **$500** a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

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b. Premises or facilities rented by you or used by you; or

c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or

d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:

(1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;

(2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".

(3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

With respect to Paragraph **1.a.** above, a person's or organization's status as an additional insured under this endorsement ends when:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph **1.b.** above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph **1.c.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph **b.** of Condition **2. Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions.**

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.

b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.

c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

d. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition **4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to Paragraph **a. Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph **b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS- EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit:**

An additional insured under this endorsement will as soon as practicable:

a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;

b Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and

c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

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d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. WHO IS AN INSURED- INCIDENTIAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION- MANAGEMENT EMPLOYEES

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision **J.** is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph **3.** of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

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L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **6. Representations:**

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **2. Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph **1.** of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions,** Definition **3.** is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

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AMENDMENT NO. 1 TO FACILITY USE AGREEMENT – LAKE STEVENS COMMUNITY COUNTY PARK ATHLETIC FIELDS

THIS AMENDMENT NO. 1 TO FACILITY USE AGREEMENT – LAKE STEVENS COMMUNITY COUNTY PARK ATHLETIC FIELDS (the "First Amendment") is made and entered into this 12th day of April, 2013, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and Lake Stevens Junior Athletic Association, a Washington nonprofit corporation (the "Licensee).

WHEREAS, the County and the Licensee executed an agreement entitled "Facility Use Agreement – Lake Stevens Community County Park Athletic Fields" (the "Original Agreement") on March 12, 2010;

WHEREAS, under the Original Agreement the parties contemplated that the Licensee's obligations to maintain the athletic fields would extend only to the Licensee's use of said athletic fields and not to the use of other licensed and/or permitted third party users;

WHEREAS, in order to increase efficiency and save maintenance costs, the County would like to contract with the Licensee to provide additional maintenance services of the athletic fields for the benefit of other licensed and/or permitted third party users;

WHEREAS, the Licensee is agreeable to providing additional maintenance services of the athletic fields in exchange for the corresponding hourly field fees paid by licensed and/or permitted third party users;

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

Section 1. Section 2, subsection 2.2, sub subsection 2.2.2 of the Original Agreement is amended to read as follows:

> The Licensee shall coordinate its use of the athletic fields which have been licensed to the Licensee pursuant to the terms of this Agreement. The Licensee is not permitted to set or collect fees for use of the athletic fields. The County reserves the sole authority to schedule the use of the athletic fields by other third parties, assess and collect fees, and the authority to operate, license, and authorize any act and all uses of Lake Stevens Community County Park and the athletic fields that are not in conflict with this Agreement.

Section 2. Section 2, subsection 2.3, sub subsection 2.3.1 of the Original Agreement is amended to read in its entirety as follows:

> The Licensee shall maintain, at its own costs and in proportion to its use of, the athletic fields, including, but not limited to, dragging and lining the fields, seeding, mowing, and fertilizing according to current national standards of care in

order to maintain the athletic fields in a safe operating condition. The County will be responsible for costs and work related to soil preparation, top dressing, and watering of the athletic fields. Licensee is subject to the same restrictions that apply to the County when applying fertilizer, pesticides, and/or herbicides, including prohibition against use of any 2-4-D derivatives. Any questions regarding the restrictions should be directed to the Parks Day-to-Day Liaison. Licensee shall ensure that its use of fertilizer, pesticides, fungicides, rodenticides, or herbicides is consistent with all label requirements and any other applicable local, state, or federal laws or regulations. Licensee will follow the Snohomish County Parks Turf Maintenance Standards, attached hereto as Attachment B and incorporated herein by this reference. In response to the Right to Know Act, current MSDS information sheets will be available and kept up-to-date in the restroom, chase area, or the parking lot that serves the athletic fields.

Section 3. Section 2 of the Original Agreement is amended by the addition of a new subsection 2.7 to read as follows:

Maintenance for Third Party Use. Consistent with subsections 1.1 and 7.1 of this Agreement, the County may license, permit, or otherwise schedule the use of the athletic fields by other third parties not associated with the Licensee. Upon licensing, permitting, or scheduling such third parties to use the athletic fields, the County may notify the Licensee, and the Licensee shall perform any and all maintenance necessary to prepare the athletic fields for use by the third party. In consideration for such maintenance, the County shall remit to the Licensee any hourly field fees collected by the County from the third party for the use of the athletic fields. No other reimbursement, whether for labor, costs, expenses, overhead, administration or otherwise, shall be owed to the Licensee from the County.

Section 4. All other terms and conditions of the Original Agreement shall remain in full force and effect except as expressly modified by this First Amendment.

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

COUNTY:	**LICENSEE:**
Snohomish County, a political subdivision of the State of Washington	Lake Stevens Junior Athletic Association, a Washington nonprofit corporation
By_____	By Terrence Baker
Name: _____	Name: TERRENCE BAKER
Title: _____	Title: PRESIDENT

Approved as to Form:

03-14-13

Deputy Prosecuting Attorney

FACILITY USE AGREEMENT
LAKE STEVENS COMMUNITY COUNTY PARK
ATHLETIC FIELDS
Updated 2/16/2012

Key Dates:

Insurance from-

Little League due Jan 5 each year
Football and Cheer due August 1 each year
Soccer due September 1 each year

Practice, Game, etc Schedules due prior to the start of any use-

Little League projected use Schedules due January each year
*Lights are controlled by Parks based on provided schedule
Football and Soccer projected use Schedules due March each year

2/1 - 2/28	Baseball/Softball Tryouts and Practices as mutually agreed and approved by LSJAA and their contracted maintenance staff/outfit. (i.e. Dave Thompson)

3/1 - 6/20	Monday	Tues	Wed	Thur	Fri	Sat	Sun
BB1	**6** **5pm – 11pm**	**6** **5pm – 11pm**	**6** **5pm – 11pm**	**6** **5pm – 11pm**	**6** **5pm – 11pm**	**15** **8am – 11**	**8** **1pm -9pm**
BB2	**3** **5pm - Dusk**	**3** **5pm - Dusk**	**3** **5pm - Dusk**	**3** **5pm - Dusk**	**3** **5pm - Dusk**	**11** **8am -7pm**	**6** **1pm – 7pm**
BB3	**3** **5pm - Dusk**	**3** **5pm - Dusk**	**3** **5pm - Dusk**	**3** **5pm - Dusk**	**3** **5pm - Dusk**	**11** **8am – 7pm**	**6** **1pm – 7pm**

3/1 – 6/20	Monday	Tues	Wed	Thur	Fri	Sat	Sun
Soc 1	**3** **5pm - Dusk**	**3** **5pm - Dusk**	**3** **5pm - Dusk**	**3** **5pm - Dusk**	Community Use	**8** **8am – 4pm**	Community Use
Soc 2	**3** **5pm - Dusk**	**3** **5pm - Dusk**	**3** **5pm - Dusk**	**3** **5pm - Dusk**	Community Use	**8** **8am – 4pm**	Community Use
Soc 3	Community Use	Community Use	Community Use	Community Use	Community Use	Community Use	Community Use
Soc 4	Community Use	Community Use	Community Use	Community Use	Community Use	Community Use	Community Use

6/21 -7/18	Monday	Tues	Wed	Thur	Fri	Sat	Sun
BB1	11 9am – 8pm	11 9am -8pm	11 9am – 8pm	11 9am – 8pm	11 9am – 8pm	11 9am – 8pm	7 1pm –8pm
BB2	11 9am – Dusk	11 9am – Dusk	11 9am –Dusk	11 9am –Dusk	11 9am – Dusk	11 9am –Dusk	7 1pm – 8pm
BB3	11 9am – Dusk	11 9am – Dusk	11 9am – Dusk	11 9am – Dusk	11 9am – 8pm	11 9am – Dusk	7 1pm – 8pm

6/21 -7/18	Monday	Tues	Wed	Thur	Fri	Sat	Sun
Soc 1	3 4pm - Dusk	3 4pm - Dusk	3 4pm - Dusk	3 4pm - Dusk	Community Use	8 12pm - Dusk	Community Use
Soc 2	3 4pm - Dusk	3 4pm - Dusk	3 4pm - Dusk	3 4pm - Dusk	Community Use	8 12pm - Dusk	Community Use
Soc 3	3 4pm - Dusk	3 4pm - Dusk	3 4pm - Dusk	3 4pm - Dusk	Rest	Community Use	Community Use
Soc 4	3 4pm - Dusk	3 4pm - Dusk	3 4pm - Dusk	3 4pm - Dusk	Rest	Community Use	Community Use

7/19 -7/25	Monday	Tues	Wed	Thur	Fri	Sat	Sun
BB1	11 9am – 8pm	11 9am -8pm	11 9am – 8pm	11 9am – 8pm	Community Use	11 9am – 8pm	7 1pm –8pm
BB2	11 9am – Dusk	11 9am – Dusk	11 9am –Dusk	11 9am –Dusk	11 9am – Dusk	11 9am –Dusk	7 1pm – 8pm
BB3	11 9am – Dusk	11 9am – Dusk	11 9am – Dusk	11 9am – Dusk	Community Use	11 9am – Dusk	7 1pm – 8pm

7/19 -7/25	Monday	Tues	Wed	Thur	Fri	Sat	Sun
Soc 1	**3** **4pm - Dusk**	**3** **4pm - Dusk**	**3** **4pm - Dusk**	**3** **4pm - Dusk**	Community Use	**8** **12pm - Dusk**	Community Use
Soc 2	**3** **4pm - Dusk**	**3** **4pm - Dusk**	**3** **4pm - Dusk**	**3** **4pm - Dusk**	Community Use	**8** **12pm - Dusk**	Community Use
Soc 3	**3** **4pm – Dusk**	**3** **4pm - Dusk**	**3** **4pm - Dusk**	**3** **4pm - Dusk**	Rest	Community Use	Community Use
Soc 4	**3** **4pm - Dusk**	**3** **4pm - Dusk**	**3** **4pm - Dusk**	**3** **4pm - Dusk**	Rest	Community Use	Community Use

7/26 - 8/31	Monday	Tues	Wed	Thur	Fri	Sat	Sun
BB1	3 **5pm-8pm**	Community Use	3 **5pm-8pm**	Community Use	3 **5pm-8pm**	Community Use	Community Use
BB2	Community Use	Community Use	Community Use	Community Use	Community Use	Community Use	Community Use
BB3	Community Use	Community Use	Community Use	Community Use	Community Use	Community Use	Community Use

7/26 - 8/31	Monday	Tues	Wed	Thur	Fri	Sat	Sun
Soc 1	**3** **4pm - Dusk**	**3** **4pm - Dusk**	**3** **4pm - Dusk**	**3** **4pm - Dusk**	Rest	**8** **8am – 4pm**	Community Use
Soc 2	**3** **4pm - Dusk**	**3** **4pm - Dusk**	**3** **4pm - Dusk**	**3** **4pm - Dusk**	Rest	**8** **8am-4pm**	Community Use
Football	**3** **4pm - Dusk**	**3** **4pm - Dusk**	**3** **4pm - Dusk**	**3** **4pm - Dusk**	Community Use	Community Use	Community Use
Football	**3** **4pm - Dusk**	**3** **4pm - Dusk**	**3** **4pm - Dusk**	**3** **4pm - Dusk**	Community Use	Community Use	Community Use

9/1 - 10/31	Monday	Tues	Wed	Thur	Fri	Sat	Sun
BB1	**6** **5pm – 11pm**	**6** **5pm – 11pm**	**6** **5pm – 11pm**	**6** **5pm – 11pm**	**6** **5pm – 11pm**	**8** **8am – 4pm**	Community Use
BB2	**2** **5pm – Dusk**	Community Use	**2** **5pm - Dusk**	Community Use	Community Use	Community Use	Community Use
BB3	Community Use	Community Use	Community Use	Community Use	Community Use	Community Use	Community Use

9/1/-11/15	Monday	Tues	Wed	Thur	Fri	Sat	Sun
Soc 1 *	**2** **5pm - Dusk**	**2** **5pm - Dusk**	**2** **5pm - Dusk**	**2** **5pm - Dusk**	Rest	**9** **8am – 5pm**	**5** **1pm – Dusk**
Soc 2 *	**2** **5pm - Dusk**	**2** **5pm - Dusk**	**2** **5pm - Dusk**	**2** **5pm - Dusk**	Rest	**9** **8am – 5pm**	**5** **1pm - Dusk**
Football *	**2** **5pm - Dusk**	**2** **5pm - Dusk**	**2** **5pm - Dusk**	**2** **5pm - Dusk**	Rest	**9** **8am - Dusk**	**5** **1pm - Dusk**
Football *	**2** **5pm - Dusk**	**2** **5pm - Dusk**	**2** **5pm - Dusk**	**2** **5pm - Dusk**	Rest	**9** **8am - Dusk**	**5** **1pm - Dusk**

CERTIFICATE OF LIABILITY INSURANCE

DATE 12/13/18

Keystone Risk Managers, LLC
1995 Point Township Drive
Northumberland, PA 17867

CERTIFICATE # 4470111-1

4 47 01

ADDITIONAL NAMED INSURED:

LAKE STEVENS LL
BRIAN WISER
7617 34TH PL NE

MARYSVILLE WA 98270

INSURERS AFFORDING COVERAGE:

INSURER A:	LEXINGTON INSURANCE COMPANY
INSURER B: (Non-Liability)	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
INSURER C:	CHARTIS SPECIALTY INSURANCE COMPANY

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$1,000,000
A	X	X OCCURRENCE	9472612	1/01/2013	1/01/2014	GENERAL AGGREGATE	$2,000,000
		X INCL. PARTICIPANTS	Property Damage Deductible: $250			PRODUCTS/COMP OPS AGGREGATE	$1,000,000
		X SEXUAL ABUSE				SEXUAL ABUSE OCCURRENCE	$1,000,000
						SEXUAL ABUSE AGGREGATE	$2,000,000
		MEDICAL PAYMENTS				ANY ONE PERSON	
A	X	DIRECTORS & OFFICERS	14756838	1/01/2013	1/01/2014	EACH LOSS	$1,000,000
						AGGREGATE	$1,000,000
A	X	CRIME COVERAGE	010008417	1/01/2013	1/01/2014	EACH LOSS	$35,000
			Crime Deductible: $250 Property/$1,000 Money			AGGREGATE	NONE
B	X	SPORTS EXCESS ACCIDENT	SRG9105434	1/01/2013	1/01/2014	As in Master Policy Med. Max. $100,000 Ded. $50	As in Master Policy Excess

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule unless performed by the above named Little League and
2. That part of the ball field or other premises not being used by the above named Little League

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

1. LAKE STEVENS SCHOOL DISTRICT 2. SNOHOMISH COUNTY, ITS ELECTED OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES 3. LAKE STEVENS JUNIOR ATHLETIC ASSOCIATION 4. LS CLUBS INC INSURANCE IS PRIMARY 5. DAVE ZIMMERMAN

INSURED

Little League Baseball Risk Purchasing Group, Inc.
539 U.S. RT. 15 HIGHWAY
South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 30 DAYS WRITTEN NOTICE TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST KNOWN ADDRESS TO US.

AUTHORIZED REPRESENTATIVE

D&S1000 OP ID: NN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/19/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Griffith Insurance Group, Inc.
3841 Aurora Ave N Suite 100
Seattle, WA 98103
Mike Griffith

Phone: 206-632-1433
Fax: 206-632-0878

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Northwest Ins Corp	
INSURER B : The Hartford Casualty Ins Co	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
D&S Enterprises
David Thompson DBA
10606 3rd Ave. S.E.
Everett, WA 98208

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			BKS53539847	09/01/12	09/01/13	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	15,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS X NON-OWNED AUTOS			52UECJH5603	03/02/12	03/02/13	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS / OTH-ER		
							E.L. EACH ACCIDENT	$	
							E.L. DISEASE - EA EMPLOYEE	$	
							E.L. DISEASE - POLICY LIMIT	$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is listed as an additional insured as pertains to the work and services performed by the named insured only per form CG 88 10 10 09

CERTIFICATE HOLDER

SNOHOM3

Snohomish County
6705 Puget Park Drive
Snohomish, WA 98296

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** Subparagraph **(2)** of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and

(b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** Subparagraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.

2. The following is added to **Section IV - Commercial General Liability Conditions,** Condition **4. Other Insurance,** Paragraph **b. Excess Insurance:**

   The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:**

   a. The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

   Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

   (i) Premises rented to you for a period of 7 or fewer consecutive days; or

   (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

   Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

   A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance.**

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b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) -** Paragraph **9.a. of Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments,** Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

(b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A** and **B**, Paragraph **1.b.** is replaced by the following:

b. Up to **$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **$500** a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

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b. Premises or facilities rented by you or used by you; or

c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or

d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:

(1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;

(2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".

(3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

With respect to Paragraph **1.a.** above, a person's or organization's status as an additional insured under this endorsement ends when:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph **1.b.** above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph **1.c.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph **b.** of Condition **2. Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions.**

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.

b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.

c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

d. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition **4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to Paragraph **a. Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph **b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS- EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit:**

An additional insured under this endorsement will as soon as practicable:

a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;

b Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and

c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

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d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. WHO IS AN INSURED- INCIDENTIAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION- MANAGEMENT EMPLOYEES

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision **J.** is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph **3.** of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;

   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

   d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

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L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **6. Representations:**

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **2. Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph **1.** of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions,** Definition **3.** is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

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CERTIFICATE OF LIABILITY INSURANCE

DATE 12/20/11

Keystone Risk Managers, LLC
1995 Point Township Drive
Northumberland, PA 17867

CERTIFICATE # 4470111-1

4 47 01

ADDITIONAL NAMED INSURED:

LAKE STEVENS LL
BRIAN WISER
7617 34TH PL NE

MARYSVILLE WA 98270

INSURERS AFFORDING COVERAGE:

INSURER A:	LEXINGTON INSURANCE COMPANY
INSURER B: (Non-Liability)	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
INSURER C:	CHARTIS SPECIALTY INSURANCE COMPANY

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS	
A	X	GENERAL LIABILITY	9472464	1/01/2012	1/01/2013	EACH OCCURRENCE	$1,000,000
		X OCCURRENCE				GENERAL AGGREGATE	$2,000,000
		X INCL. PARTICIPANTS	Property Damage Deductible: $250			PRODUCTS/COMP OPS AGGREGATE	$1,000,000
		X SEXUAL ABUSE				SEXUAL ABUSE OCCURRENCE	$1,000,000
						SEXUAL ABUSE AGGREGATE	$2,000,000
		MEDICAL PAYMENTS				ANY ONE PERSON	
A	X	DIRECTORS & OFFICERS	24214367	1/01/2012	1/01/2013	EACH LOSS	$1,000,000
						AGGREGATE	$1,000,000
A	X	CRIME COVERAGE	010008411	1/01/2012	1/01/2013	EACH LOSS	$35,000
			Crime Deductible: $250 Property/$1,000 Money			AGGREGATE	NONE
B	X	SPORTS EXCESS ACCIDENT	SRG9105434	1/01/2012	1/01/2013	As in Master Policy Med. Max. $100,000 Ded. $50	As in Master Policy Excess

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule unless performed by the above named Little League and
2. That part of the ball field or other premises not being used by the above named Little League

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

1. LAKE STEVENS SCHOOL DISTRICT 2. SNOHOMISH COUNTY, ITS ELECTED OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES 3. LAKE STEVENS JUNIOR ATHLETIC ASSOCIATION 4 LS CLUBS INC INSURANCE IS PRIMARY 5. DAVE ZIMMERMAN

INSURED

Little League Baseball Risk Purchasing Group, Inc.
539 U.S. RT. 15 HIGHWAY
South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 30 DAYS WRITTEN NOTICE TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST KNOWN ADDRESS TO US.

AUTHORIZED REPRESENTATIVE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/11/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Pullen Insurance Services, Inc.
2560 River Park Plaza, Suite 300
Fort Worth, TX 76116

CONTACT NAME: Sports Division
PHONE: (817) 738-6100 FAX: (817) 738-2993
E-MAIL ADDRESS: contact@pullenins.com
PRODUCER CUSTOMER ID#: WA

INSURERS AFFORDING COVERAGE	NAIC #
Insurer A: National Casualty Company	
Insurer B: National Union Fire Insurance Company	
Insurer C:	
Insurer D:	
Insurer E:	
Insurer F:	

INSURED
Washington State Youth Soccer Association
500 South 336th Street, Suite 100
Federal Way, WA 98003

COVERAGES

CERTIFICATE NUMBER: 11007453 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC	X		KRO 2036000	9/1/2011	9/1/2012	EACH OCCURENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	UNLIMITED
							PRODUCTS - COMP/OP AGG	$1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			KRO 2036000	9/1/2011	9/1/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $			XKO 2036200	9/1/2011	9/1/2012	EACH OCCURANCE	$5,000,000
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATUTORY LIMITS OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
B	PARTICIPANT ACCIDENT MEDICAL			SRG 9115342	9/1/2011	9/1/2012		$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This certificate is issued on behalf of Washington State Youth Soccer Association & Northshore Youth Soccer Assoc.. Certificate Holder is Additional Insured as respects the operations of the Named Insured for sanctioned activities of the state association. Liability and accident insurance policies procured by the named insured are in compliance with the insurance provisions of HB1824.

CERTIFICATE HOLDER

Snohomish County Parks & Recreation
Attn: c/o Russ Bosanko
6705 Puget Park Drive,
Snohomish, WA 98296

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: KRO-20360-00

COMMERCIAL GENERAL LIABILITY
CG 20 11 01 96

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):

   Soccer Fields And Facilities

2. Name of Person or Organization (Additional Insured):

   Snohomish County

3. Additional Premium: INCLUDED

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
K&K Insurance Group, Inc.
1712 Magnavox Way
Fort Wayne IN 46804

CONTACT NAME: Mass Merchandising
PHONE (A/C, No. Ext): 1-800-426-2889 **FAX (A/C, No):** 1-260-459-5105
E-MAIL ADDRESS: info@sportsinsurance-kk.com
PRODUCER CUSTOMER ID #: 10050235

INSURED CP# 1296
LSJAA Football and Cheer
2425 Cedar Road
Lake Stevens, WA 98258
A Member of the Sports, Leisure & Entertainment RPG

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Nationwide Mutual Insurance Company	23787
INSURER B:		
INSURER C:		
INSURER D:		

COVERAGES **CERTIFICATE NUMBER:** 2000021221 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY**			6BRPG0000004990700	07/31/11 12:01 AM	07/31/12 12:01 AM	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS-COMP/OP AGG	$1,000,000
	POLICY PROJECT LOC						PROFESSIONAL LIABILITY	$1,000,000
							LEGAL LIAB TO PARTICIPANTS	$1,000,000
A	**AUTOMOBILE LIABILITY**			6BRPG0000004990700	07/31/11 12:01 A.M.	07/31/12 12:01 A.M.	COMBINED SINGLE LIMIT (Ea Accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	
	X HIRED AUTOS							
	X NON-OWNED AUTOS							
	X Not provided while in Hawaii							
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DEDUCTIBLE							
	RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	
							E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	
A	**MEDICAL PAYMENTS FOR PARTICIPANTS**			6BRPG0000004990700	07/31/11 12:01 A.M.	07/31/12 12:01 A.M.	PRIMARY MEDICAL	
							EXCESS MEDICAL	$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Sports: Cheerleading (Ages 12 & Under)(13-15) Tackle Football (12 & U)(13-15)
The certificate holder is listed as an additional insured, but only with respect to the liability arising out of the operations of the insured named above.

CERTIFICATE HOLDER
Snohomish County, its officers, elected officials, agents and employees
6705 Puget Park Drive
Snohomish, WA 98296
Owner/Manager/Lessor of Premises

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Scott Turnbull

Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

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CERTIFICATE OF LIABILITY INSURANCE

DATE 2 [illegible] 11

Keystone Risk Managers, LLC
1995 Point Township Drive
Northumberland, PA 17867

CERTIFICATE # 4470111-1

4 47 01

ADDITIONAL NAMED INSURED:

LAKE STEVENS LL
BRIAN WISER
7617 34TH PL NE

MARYSVILLE WA 98270

INSURERS AFFORDING COVERAGE:

INSURER A:	LEXINGTON INSURANCE COMPANY
INSURER B: (Non-Liability)	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
INSURER C:	CHARTIS SPECIALTY INSURANCE COMPANY

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$1,000,000
A	X	X OCCURRENCE	9471908	1/01/2011	1/01/2012	GENERAL AGGREGATE	$2,000,000
		X INCL. PARTICIPANTS	Property Damage Deductible: $250			PRODUCTS/COMP OPS AGGREGATE	$1,000,000
		X SEXUAL ABUSE				SEXUAL ABUSE OCCURRENCE	$1,000,000
						SEXUAL ABUSE AGGREGATE	$2,000,000
A	X	DIRECTORS & OFFICERS	24214387	1/01/2011	1/01/2012	EACH LOSS	$1,000,000
						AGGREGATE	$1,000,000
A	X	CRIME COVERAGE	010008405	1/01/2011	1/01/2012	EACH LOSS	$35,000
			Crime Deductible: $250 Property/$1,000 Money			AGGREGATE	NONE
B	X	SPORTS EXCESS ACCIDENT	SRG9105434	1/01/2011	1/01/2012	As in Master Policy Med. Max. $100,000 Ded. $50	As in Master Policy Excess

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule unless performed by the above named Little League and
2. That part of the ball field or other premises not being used by the above named Little League

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

1. LAKE STEVENS SCHOOL DISTRICT 2. SNOHOMISH COUNTY, ITS ELECTED OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES 3. LAKE STEVENS JUNIOR ATHLETIC ASSOCIATION

INSURED

Little League Baseball Risk Purchasing Group, Inc.
539 U.S. RT. 15 HIGHWAY
South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 30 DAYS WRITTEN NOTICE TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST KNOWN ADDRESS TO US.

AUTHORIZED REPRESENTATIVE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/19/2011

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PRODUCER
K&K Insurance Group, Inc.
1712 Magnavox Way
Fort Wayne IN 46804

CONTACT NAME: Mass Merchandising
PHONE (A/C, No. Ext): 1-800-426-2889 **FAX (A/C, No):** 1-260-459-5105
E-MAIL ADDRESS: info@sportsinsurance-kk.com
PRODUCER CUSTOMER ID #: 10050235

INSURED CP# 1862
LSJAA Football and Cheer
2425 Cedar Road
Lake Stevens, WA 98258
A Member of the Sports, Leisure & Entertainment RPG

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Nationwide Mutual Insurance Company	23787
INSURER B:		
INSURER C:		
INSURER D:		

COVERAGES **CERTIFICATE NUMBER:** 10164779 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY**			6BRPG0000004797000	07/31/10 12:01 AM	07/31/11 12:01 AM	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS-COMP/OP AGG	$1,000,000
	POLICY PROJECT LOC						PROFESSIONAL LIABILITY	$1,000,000
							LEGAL LIAB TO PARTICIPANTS	$1,000,000
A	**AUTOMOBILE LIABILITY**			6BRPG0000004797000	07/31/10 12:01 A.M.	07/31/11 12:01 A.M.	COMBINED SINGLE LIMIT (Ea Accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	
	X HIRED AUTOS							
	X NON-OWNED AUTOS							
	X Not provided while in Hawaii							
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DEDUCTIBLE							
	RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABLITY Y / N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	
							E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	
A	**MEDICAL PAYMENTS FOR PARTICIPANTS**			6BRPG0000004797000	07/31/10 12:01 A.M.	07/31/11 12:01 A.M.	PRIMARY MEDICAL	
							EXCESS MEDICAL	$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Sports: Cheerleading (Ages 12 & Under)(13-15) Tackle Football (12 & U)(13-15)

CERTIFICATE HOLDER
Snohomish County, its officers, elected officials, agents and employees
6705 Puget Park Drive
Snohomish, WA 98296
Owner/Manager/Lessor of Premises

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Scott Turnbull

Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

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POLICY NUMBER: 6BRPG0000004797000

COMMERCIAL GENERAL LIABILITY
CG 20 11 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):
Football Fields and Facilities — Ref: LSJAA Football and Cheer

2. Name of Person or Organization (Additional Insured):
Snohomish County, its officers, elected officials, agents and employees — Ref: CP# 1862
6705 Puget Park Drive
Snohomish, WA 98296

3. Additional Premium: None

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section **II**) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

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Snohomish County
Parks and Recreation

FACILITY USE AGREEMENT - LAKE STEVENS COMMUNITY COUNTY PARK ATHLETIC FIELDS

This FACILITY LICENSING AGREEMENT is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, on behalf of its Department of Parks & Recreation (the "County") and Lake Stevens Junior Athletic Association, a Washington non-profit corporation (the "Licensee") which is comprised of four (4) sports leagues; Lake Stevens Little League Baseball, North County Youth Soccer Association, Lake Stevens Junior Football, and Lake Stevens Cheerleading.

RECITALS

A. The County owns certain real property commonly known as Lake Stevens Community County Park.

B. Lake Stevens Community County Park has developed baseball and soccer fields that can be used for athletic games and practices.

C. The County licenses use of the athletic fields.

D. The Licensee desires to enter into a long-term license agreement with the County for use of the baseball and soccer fields.

E. The County has determined that entering into a long-term license agreement with the Licensee whereby the Licensee will perform on-going maintenance of the baseball and soccer fields will serve the public interest by addressing a regional recreational need without encumbering new tax funded operations and maintenance costs.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises and benefits described below, the parties agree as follows:

1. GRANT OF LICENSE.

1.1 License. The County hereby grants the Licensee a nonexclusive license to use the baseball and soccer fields (the "athletic fields") located at Lake Stevens Community County Park (the "Park"), for the sole purpose of holding practices and games.

The Licensee may also sell advertising space as discussed more fully below and operate a portable concession stand, subject to County review and approval of the same, for the sole purpose of fund raising for maintenance costs associated with this agreement. The concession stand shall operate only during Licensee's scheduled events, and shall be relocated or removed upon County request.

The Licensee may sell advertising space on the fence surrounding the baseball fields pursuant to the following requirements:

a. No sign shall be illuminated or neon;

b. The County shall not be responsible for advertisement production;

c. The sign construction, materials, layout, content, and colors shall be approved by the Agreement Manager prior to posting;

d. The County may require the Licensee to either remove and replace or refurbish any advertising signs at its sole discretion;

e. Advertising Limitations:

1. Advertising is limited to commercial messages only;

2. The following industries and products are not eligible for advertising: regulated adult businesses, religious and political organizations, or companies whose business is substantially derived from the sale of alcohol, tobacco, or pornography;

The Licensee may charge a "special event" parking fee for the sole purpose of fund raising for maintenance costs associated with this agreement. All "Special Events" must be mutually agreed upon by separate written agreement of the parties.

The Licensee's authority to use the premises shall not be considered exclusive possession or control. The County may continue to use the property for its own purposes and at all times shall be considered the owner and occupier of the premises. County may enter the premises at any time to determine whether the Licensee's use is improper or hazardous.

This license is personal to the Licensee and grants no interest in the real property. This license is intended to allow the Licensee limited use of the property only to the extent expressly authorized herein and no other use is permitted or allowed.

The Licensee and County agree that this License is not intended to create any benefit for or in any third party, nor is it intended to create any right of action in any third party.

1.2 License Term. The license shall become effective when mutually executed and shall continue until December 31, 2014, unless terminated earlier as provided herein. The County may extend this Agreement for one additional five (5) year term by providing written notice to the Licensee not less than one hundred and eighty (180) days prior to the end of the initial five (5) year term.

1.3 Property and Athletic Fields. The Property, including the athletic fields, are located at Lake Stevens Community County Park, 16th Street N.E., Machias Road, Snohomish, WA. The athletic fields are depicted in Attachment A, attached hereto and incorporated herein by this reference.

2. LICENSEE'S RESPONSIBILITIES.

2.1 Improvements.

2.1.1 The Licensee may not make additions, changes, alterations, or improvements to the Property, or to any electrical, mechanical, or other systems or facilities located in or otherwise serving the Property (collectively, the "Alterations") without first obtaining the prior written consent of the County. The Licensee shall provide the County with detailed plans and specifications detailing any proposed Alteration(s). Should the County consent to any proposed Alteration(s), such consent shall not be deemed a representation or warranty as to the adequacy of the architectural design or plans for such Alteration(s), and the County hereby expressly disclaims any responsibility or liability for same.

2.1.2 All Alterations shall be performed: (a) at the Licensee's sole cost and expense unless otherwise agreed to by the parties; (b) in a good and workmanlike manner, with all materials used being of a quality at least as good as those already in use at the athletic fields; (c) in accordance with plans and specifications approved by the County pursuant to Section 2.1.1; and (d) in compliance with all applicable laws, including but not limited to those related to prevailing wages (see Chapter 39.12 RCW), retainage (see Chapter 60.28 RCW), bonding (see Chapter 39.08 RCW), use of licensed contractors (see Chapter 39.06 RCW), and competitive bidding (see Chapter 36.32 RCW and Chapter 35.21.278 RCW), and all codes and regulations. In addition, the County may require that any or all Alterations be performed under the County's supervision; provided that any such supervision by the County shall not be deemed a representation or warranty as to the adequacy of the design, workmanship, quality of materials, or construction of the Alterations at issue, and the County hereby expressly disclaims any responsibility or liability for the same.

2.1.3 The Licensee shall bear the sole liability for any damage or injury occurring in, on, around, upon, or to the athletic fields due to the acts or omissions of the Licensee, its agents, employees, contractors, licensees, invitees, and/or any other persons who may be in, on, around, or upon the athletic fields with the express or implied consent of the Licensee in connection with the performance of Alterations, and the Licensee shall indemnify and hold the County harmless from and against the same.

2.1.4 Upon the expiration or earlier termination of this Agreement, all fixed Alterations shall remain in and be surrendered with the athletic fields as a part thereof, unless, with respect to any Alteration, the County specifies in its consent to the construction of such Alteration that such Alteration must be removed prior to surrender, in which case the Licensee shall, prior to surrender, remove the Alteration in question and repair any damage to the athletic fields caused by such removal.

2.1.5 The Licensee shall keep the athletic fields free from any liens arising out of work performed for, materials furnished to, or obligations incurred by, or on behalf of, the Licensee. Any construction liens filed against the athletic fields or Lake Stevens Community County Park for work claimed to have been furnished to the Licensee will be discharged by the Licensee, by bond or otherwise, within ten (10) days after the filing of the claim or lien, at the Licensee's sole cost and expense. Should the Licensee fail to discharge any such construction lien, the County may, at its election, pay that claim or post a bond or otherwise provide security to eliminate the lien as a claim against title, and the cost to the County shall be immediately due

and payable by the Licensee. The Licensee shall indemnify and hold the County harmless from and against any liability arising from any such lien.

2.2 Scheduling.

2.2.1 The Licensee shall provide the Agreement Manager or the Parks Day-to-Day Liaison with its anticipated scheduling needs in writing for the calendar year by January 1st for the baseball fields, and March 1st for the soccer fields, of each subsequent year of this Agreement.

2.2.2 The Licensee shall coordinate the use of the athletic fields which have been licensed to the Licensee pursuant to the terms of this Agreement. The Licensee is not permitted to set or collect fees for use of the athletic fields. The County reserves the sole authority to assess and collect fees, and the authority to operate, license, and authorize any and all uses of Lake Stevens Community County Park and the athletic fields that are not in conflict with this Agreement.

2.3 Maintenance.

2.3.1 The Licensee shall maintain, at its own costs, the athletic fields, including, but not limited to, dragging and lining the fields, seeding, mowing, and fertilizing according to current national standards of care in order to maintain the athletic fields in a safe operating condition. The County will be responsible for costs and work related to soil preparation, top dressing, and watering of the athletic fields. Licensee is subject to the same restrictions that apply to the County when applying fertilizer, pesticides, and/or herbicides, including prohibition against use of any 2-4-D derivatives. Any questions regarding the restrictions should be directed to the Parks Day-to-Day Liaison. Licensee shall ensure that its use of fertilizer, pesticides, fungicides, rodenticides, or herbicides is consistent with all label requirements and any other applicable local, state, or federal laws or regulations. Licensee will follow the Snohomish County Parks Turf Maintenance Standards, attached hereto as Attachment B and incorporated herein by this reference. In response to the Right to Know Act, current MSDS information sheets will be available and kept up-to-date in the restroom, chase area, or the parking lot that serves the athletic fields.

2.3.2 The Licensee shall maintain, at its own cost, the Property, including, but not limited to, regularly picking up and disposing of all litter and garbage, cleaning the restrooms and sports court areas, maintaining the landscaping and removing any and all graffiti. The Licensee shall also provide a garbage dumpster on the Property.

2.3.3 The Licensee shall keep the athletic fields and all grass areas in the Park and Property in a neat and safe condition, and create no fire, health, or safety hazard on the athletic fields or within the Property.

2.3.4 The Licensee shall provide a projected schedule of maintenance activities to the Parks Day-to-Day liaison by the tenth (10th) day of each subsequent quarter of the Agreement.

2.4 Irrigation System. After the first year of this agreement, the Licensee shall be responsible for maintenance of, and all necessary repairs to, the Property's irrigation system.

2.5 **Field Lighting.** The Licensee shall pay the County for all field lighting provided pursuant to this agreement. During the first year of this agreement, Licensee shall pay the County Ten Dollars ($10.00) per hour, per lighted field. After the first year, Licensee shall pay the County pursuant to the then current year's rate schedule established by the County's Department of Parks and Recreation.

2.6 **General.**

2.6.1 The Licensee shall provide the Contract Manager quarterly reports detailing all maintenance or improvements performed under the terms of this Agreement, including the amount of hours worked, amount of improvement costs, and an income statement for concession stand operations.

2.6.2 The Licensee shall observe and obey all applicable state and county laws, rules, and regulations, and amendments thereto in performance of this Agreement.

2.6.3 The Licensee shall obtain and maintain all permits and licenses required by law for on-going operations. By executing this document, Snohomish County does not warrant whether any other permits or licenses are necessary.

2.6.4 The Licensee shall obtain and maintain insurance as set out in Section 5.1.

2.6.5 The Licensee shall remove from the Property, on or before expiration of this Agreement, all of its personal property. If such property is not removed in a timely fashion, the County shall have the right to remove, store, sell, or otherwise dispose of it at Licensee's expense. The Licensee assumes all risk of loss or damage, by theft or otherwise, to the property incurred during or as a result of any removal, storage, sale, or other disposition by the County.

2.6.6 The Licensee shall comply with all rules and regulations of the County relating to the use of, and conduct in, Lake Stevens Community County Park and require that its agents, employees, volunteers, invitees, or participants, comply with all rules and regulations of the County relating to the use of, and conduct in, Lake Stevens Community County Park.

2.6.7 The Licensee shall instruct all users to park on-site, unless written permission is obtained from other property owners.

3. DUTIES OF COUNTY.

The County shall:

3.1 **Use of Baseball and Soccer Fields.** Provide the Licensee use of the baseball and soccer fields pursuant to the following schedule for the first year of this agreement, and then an equivalent amount of time for each subsequent year of the Agreement based upon the schedule provided under Section 2.2.1 above:

3/1 - 6/20	Monday	Tues	Wed	Thur	Fri	Sat	Sun
BB1	6 5pm – 11pm	6 5pm – 11pm	6 5pm – 11pm	6 5pm – 11pm	6 5pm – 11pm	15 8am – 11	8 1pm -9pm
BB2	3 5pm - Dusk	3 5pm - Dusk	3 5pm - Dusk	3 5pm - Dusk	3 5pm - Dusk	11 8am -7pm	6 1pm – 7pm
BB3	3 5pm - Dusk	3 5pm - Dusk	3 5pm - Dusk	3 5pm - Dusk	3 5pm - Dusk	11 8am – 7pm	6 1pm – 7pm
Soc 1 *	3 5pm - Dusk	3 5pm - Dusk	3 5pm - Dusk	3 5pm - Dusk	Community Use	3 8am – 4pm	Community Use
Soc 2 *	3 5pm - Dusk	3 5pm - Dusk	3 5pm - Dusk	3 5pm - Dusk	Community Use	3 8am-4pm	Community Use
Soc 3 *	Community Use	Community Use	Community Use	Community Use	Community Use	Community Use	Community Use
Soc 4 *	Community Use	Community Use	Community Use	Community Use	Community Use	Community Use	Community Use
6/21 -7/18	Monday	Tues	Wed	Thur	Fri	Sat	Sun
BB1	11 9am – 8pm	11 9am -8pm	11 9am – 8pm	11 9am – 8pm	11 9am – 8pm	11 9am – 8pm	7 1pm –8pm
BB2	11 9am – Dusk	11 9am – Dusk	11 9am –Dusk	11 9am –Dusk	11 9am – Dusk	11 9am –Dusk	7 1pm – 8pm
BB3	11 9am – Dusk	11 9am – Dusk	11 9am – Dusk	11 9am – Dusk	11 9am – 8pm	11 9am – Dusk	7 1pm – 8pm
Soc 1	3 4pm - Dusk	3 4pm - Dusk	3 4pm - Dusk	3 4pm - Dusk	Community Use	8 12pm - Dusk	Community Use
Soc 2	3 4pm - Dusk	3 4pm - Dusk	3 4pm - Dusk	3 4pm - Dusk	Community Use	8 12pm - Dusk	Community Use
Soc 3	3	3	3	3	Rest	Community Use	Community Use
Soc 4	3	3	3	3	Rest	Community Use	Community Use
7/19 -7/25	Monday	Tues	Wed	Thur	Fri	Sat	Sun
BB1	11 9am – 8pm	11 9am -8pm	11 9am – 8pm	11 9am – 8pm	Community Use	11 9am – 8pm	7 1pm –8pm
BB2	11 9am – Dusk	11 9am – Dusk	11 9am –Dusk	11 9am –Dusk	11 9am – Dusk	11 9am –Dusk	7 1pm – 8pm
BB3	11 9am – Dusk	11 9am – Dusk	11 9am – Dusk	11 9am – Dusk	Community Use	11 9am – Dusk	7 1pm – 8pm
Soc 1	3 4pm - Dusk	3 4pm - Dusk	3 4pm - Dusk	3 4pm - Dusk	Community Use	8 12pm - Dusk	Community Use
Soc 2	3 4pm - Dusk	3 4pm - Dusk	3 4pm - Dusk	3 4pm - Dusk	Community Use	8 12pm - Dusk	Community Use
Soc 3	3	3	3	3	Rest	Community Use	Community Use
Soc 4	3	3	3	3	Rest	Community Use	Community Use

- Possibly beginning June 2010.

7/26 - 8/31	Monday	Tues	Wed	Thur	Fri	Sat	Sun
BB1	3 5pm-8pm	Community Use	3 5pm-8pm	Community Use	3 5pm-8pm	Community Use	Community Use
BB2	Community Use	Community Use	Community Use	Community Use	Community Use	Community Use	Community Use
BB3	Community Use	Community Use	Community Use	Community Use	Community Use	Community Use	Community Use
Soc 1	3 4pm - Dusk	3 4pm - Dusk	3 4pm - Dusk	3 4pm - Dusk	Rest	8 8am – 4pm	Community Use
Soc 2	3 4pm - Dusk	3 4pm - Dusk	3 4pm - Dusk	3 4pm - Dusk	Rest	8 8am-4pm	Community Use
Football	3 4pm - Dusk	3 4pm - Dusk	3 4pm - Dusk	3 4pm - Dusk	Community Use	Community Use	Community Use
Football	3 4pm - Dusk	3 4pm - Dusk	3 4pm - Dusk	3 4pm - Dusk	Community Use	Community Use	Community Use
9/1 - 10/31	**Monday**	**Tues**	**Wed**	**Thur**	**Fri**	**Sat**	**Sun**
BB1	6 5pm – 11pm	6 5pm – 11pm	6 5pm – 11pm	6 5pm – 11pm	6 5pm – 11pm	8 8am – 4pm	Community Use
BB2	2 5pm – Dusk	Community Use	2 5pm - Dusk	Community Use	Community Use	Community Use	Community Use
BB3	Community Use	Community Use	Community Use	Community Use	Community Use	Community Use	Community Use
Soc 1 *	2 5pm - Dusk	2 5pm - Dusk	2 5pm - Dusk	2 5pm - Dusk	Rest	9 8am – 5pm	5 1pm – Dusk
Soc 2 *	2 5pm - Dusk	2 5pm - Dusk	2 5pm - Dusk	2 5pm - Dusk	Rest	9 8am – 5pm	5 1pm - Dusk
Football *	2 5pm - Dusk	2 5pm - Dusk	2 5pm - Dusk	2 5pm - Dusk	Rest	9 8am - Dusk	5 1pm - Dusk
Football *	2 5pm - Dusk	2 5pm - Dusk	2 5pm - Dusk	2 5pm - Dusk	Rest	9 8am - Dusk	5 1pm - Dusk

- Dependent on fiel conditions

3.3 **Playground**. The County will inspect, repair, and replace the playground equipment and supplies as needed.

3.4 **Irrigation System**. The County will monitor, schedule, and maintain the irrigation system during the first year of this agreement.

3.5 **Vandalism.** The County will be responsible for repairing any damage caused by vandalism, except for damages caused by graffiti which shall be the responsibility of the Licensee.

4. MUTUAL DUTIES.

4.1 **Meeting.** The County and Licensee shall meet as needed, and at least quarterly, to exchange, review, and discuss policies, development plans, levels of scheduled use, and procedures for the athletic fields and to ensure that both parties are adhering to the terms and conditions of the Agreement.

4.2 **Media Outreach.** Licensee will work with the Parks Day-to-Day Liaison and the County's Public Affairs Office to coordinate media outreach, requests for interviews, and media events for all activities at the athletic fields.

5. DISCLAIMER OF WARRANTIES. Licensee has inspected and knows the condition of the athletic fields, and agrees to accept the athletic fields in "AS IS" and "WHERE IS" condition without further payments or contributions from the County. SNOHOMISH COUNTY DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED.

6. ATHLETIC FIELD CLOSURES. During periods of inclement weather, the County, in its sole discretion, may close one or more of the athletic fields because of poor site conditions, which could pose hazardous safety conditions to the public or cause excessive repair work to bring the athletic fields back to safe operating conditions, or both. The County will consult with the Licensee prior to closing any of the athletic fields.

7. PROPERTY PROGRAMMING AND USE BY SNOHOMISH COUNTY.

7.1 Retention of Rights. The County retains the right to assess use fees and the authority to maintain, operate, and license, the athletic fields and the Property and to authorize advertisements, concessions, promotional activities thereon, which are not subject to the terms of the Agreement.

7.2 Signs. Unless otherwise provided for herein, no sign, advertisement, notice, or other lettering will be exhibited, inscribed, painted, or affixed by Licensee on any part of the athletic fields without the prior written consent of the County. If Licensee violates this provision, the County may remove the sign without any liability and may charge the expense incurred by such removal to Licensee.

7.3 Powers of the County. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the County.

8. MANAGEMENT OF AGREEMENT. All communication, notices, coordination, and other tenets of this agreement shall be managed by the following identified individuals:

On behalf of Snohomish County:
The County liaison for this Agreement ("Agreement Manager") is:

Russ Bosanko, Division Manager
Contracts, Capital Projects and Land Management
Snohomish County Parks and Recreation Department
6705 Puget Park Drive
Snohomish, WA 98296
Phone: 425-388-6602 / Fax: 425-388-6645
E-mail: russ.bosanko@snoco.org

The County liaison for day-to-day operations ("Day-to-Day Liaison") is:

Rich Patton, Operations Manager
Snohomish County Parks and Recreation Department
6705 Puget Park Drive
Snohomish, WA 98296
Phone: 425-388-6609 / Fax: 425-388-6645
E-mail: rich.patton@snoco.org

On behalf of Lake Stevens Junior Athletic Association:
The Licensee liaisons for this agreement are:

Terry Baker, President
Lake Stevens Junior Athletic Association
P.O. Box 640
Lake Stevens, WA 98258
Phone: 425-931-5055
E-mail: terry.baker7@comcast.net

Each party shall revise the designations as needed, including the replacement of the originally named representatives. Revisions shall be delivered to the other party's representative. All designations shall state the name of the replacement representative or operating liaison, his/her title, mailing address, phone number(s), e-mail address, and fax number.

9. INSURANCE AND INDEMNIFICATION

9.1 Insurance. Notwithstanding any other provision within this Agreement, Licensee shall procure and maintain for the duration of the term:

Commercial General Liability. (To include Products-Completed Operations) insurance against claims for injuries to persons or damages to property that may arise from or in connection with Licensee's use of the athletic fields at the County Park site. General liability insurance shall be as broad as that provided by Commercial General Liability "occurrence" form (CG001).

The insurance limits shall be no less than Two Million Dollars ($2,000,000) combined single limit per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury and property damage.

9.1.1 Snohomish County and its officers, officials, employees, and agents shall be named as an additional insured with an additional insured endorsement with respect to liability arising out of activities performed by Licensee.

9.1.2 Licensee may provide insurance coverage as a named insured under each Agency's insurance policy but Licensee must be a named insured on ALL Agency insurance policies and name Snohomish County as an additional insured on ALL Agency insurance policies.

9.1.3 To the extent of Licensee negligence, Licensee insurance coverage shall be primary insurance with respect to the County, its officers, employees, and agents. Any insurance or self-insurance maintained by the County, and its officers, officials, employees, or agents shall not be subjected to contribution in favor of Licensee insurance and shall not benefit Licensee in any way.

9.1.4 Licensee coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after thirty (30) days' prior written notice has been given to and change in coverage accepted by Snohomish County.

9.1.5 Licensee must provide a Certificate of Insurance and Additional Insured Endorsement to the County Risk Manager no later than September 1 of each year of the Agreement.

9.1.6 The Licensee shall provide or purchase Workers' Compensation Insurance coverage to meet the Washington State Industrial Insurance regulations and cause any sub-Licensees working on behalf of the contracting party to also carry such insurance prior to performing work under this Agreement. The County will not be responsible for payment of Workers' Compensation premiums or for any other claim or benefit for the Licensee, its employees, consultants, or subcontractors, which might arise under the Washington State Industrial Insurance laws

9.1.7 Insurance shall be placed with insurance carriers licensed to do business in the state of Washington, and with carriers subject to approval by the County. Insurance carriers providing insurance in accordance with the Contract Documents shall be acceptable to the County, and shall have an AM Best rating of A: VII.

9.1.8 The County maintains the right to receive a certified copy of all insurance policies.

9.1.9 The Licensee's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice has been given to the County.

9.1.10 The Licensee shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-Licensee. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Licensee.

9.1.11 Approval of insurance by Snohomish County Risk Manager is a condition precedent to full execution of any contract incorporating this Agreement.

9.2 **Indemnification.** The Licensee shall assume the risk of, be liable for, and pay all damages, losses, costs, and expenses of any party, including any of its employees, arising out of the performance of this Agreement, except that caused by negligence and/or willful misconduct solely of Snohomish County and its employees acting within the scope of their employment. The Licensee shall hold harmless from and indemnify Snohomish County against all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business, and/or any death, injury, or disability to or of any person or party, including any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the performance of this Agreement or any act, error, or omission of the Licensee, Licensee's employees, agents, or invitees, whether by negligence or otherwise.

The Licensee's obligation shall include, but not be limited to investigating, adjusting, and defending all claims alleging loss from action, error, omission, or breach of any common law, statutory, or other delegated duty by the Licensee, Licensee's employees, agents, or invitees.

10. TERMINATION and DISPUTE RESOLUTION.

10.1 Termination. This Agreement shall terminate on the date set forth in section 1.2, upon a change in ownership of Lake Stevens Community County Park, by either party giving one hundred eighty (180) days' written notice to the other party of intent to terminate this Agreement, or, if the County determines, in its sole discretion that immediate termination is necessary to protect the public health, safety, or welfare.

10.2 Dispute Resolution. If either party claims that the other party has breached any term of this Agreement, the following procedures shall be followed if, and when, informal communications (such as telephone conversations) fail to satisfy the claiming party:

10.2.1 The claiming party's representative shall provide a written notice of the alleged breach to the other party's representative. The notice shall identify the act or omission at issue and the specific term(s) of the Agreement which the complaining party alleges was violated.

10.2.2 The responding party's representative shall respond to the notice in writing within seven (7) working days. The response shall state that party's position, as well as what corrective action, if any, the responding party agrees to take.

10.2.3 The claiming party shall reply in writing, indicating either satisfaction or dissatisfaction with the response. If satisfied, any corrective action shall be taken within fourteen (14) calendar days of the receipt of the responding party's reply. If dissatisfied, the claiming party shall call an in-person meeting. The meeting shall occur within a reasonable period of time and shall be attended by the designated representatives of each party, and such others as they individually invite. If the claiming party remains dissatisfied with the results of the meeting, it may pursue all available legal remedies.

11. OTHER TERMS.

11.1 Notices. Any notice required by this Agreement, or by law, shall be given by registered or certified United States mail. Such communication or notice shall be deemed to have been given when deposited in the United States mail, properly addressed, with postage prepaid. Such notice shall be given as follows:

If to County:	Tom Teigen, Director Parks & Recreation Dept 6705 Puget Park Dr. Snohomish WA 98292 Telephone: 425-388-6600	If to Licensee:	Terry Baker, President Lake Stevens Junior Athletic Assn. P.O. Box 640 Lake Stevens, WA 98258 Telephone: 425-931-5055

The parties shall notify the other in writing of any change of address for notification purposes. The change shall not be effective until receipt of such notice.

11.2 Anti-Discrimination. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, sexual orientation, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment, advertising, lay-off, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, sexual orientation, age (except minimum age and retirement provisions), marital status, or the presence of any sensory, mental, or physical handicap.

Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination, or suspension in whole or in part of this Agreement by the County and may result in ineligibility for further Snohomish County agreements. Licensee shall also comply with all applicable anti-discrimination laws or requirements of any and all jurisdictions having authority.

11.3 Non-Assignment. Licensee shall not assign any rights or obligations under this Agreement.

11.4 Records Inspection. Licensee shall keep accurate books and records concerning its maintenance of the athletic fields. Such books and records shall be retained, open, and available for inspection by the County upon the request of the County during the term of this Agreement and up to five (5) years after its expiration or termination.

11.5 Modification. This Agreement may only be modified by written agreement of the parties and executed with the same formalities as this Agreement.

11.6 Non-Waiver. The failure of the County to insist on strict performance of any term of this Agreement, or to exercise any option conferred by it, in any one or more instances, shall not be construed to be a waiver or relinquishment of that right or any right by the County, but the same shall be and remain in full force and effect.

11.7 Right of Entry. The Licensee acknowledges that the County and its officers and employees shall have and maintain access at all times to the athletic fields and may control any criminal activity, nuisance, or real or potential harm to persons or property.

11.8 Governing Law and Stipulation of Venue. This Agreement shall be governed by the laws of the State of Washington. The parties stipulate that any lawsuit regarding this contract must be brought in Snohomish County, Washington.

11.9 Entire Agreement. This Agreement is the complete expression of the terms and conditions hereunder. Any oral or written representations or understandings not incorporated into this Agreement are specifically excluded.

"COUNTY"

SNOHOMISH COUNTY

By: _____
Aaron Reardon, County Executive
Date: 3/11/10

"LICENSEE"

LAKE STEVENS JUNIOR ATHLETIC ASSOCIATION

By: _____
Terry Baker, President
Date: 3/12/10

APPROVED AS TO FORM:

_____
Deputy Prosecuting Attorney
Date: 3/10/10

Reviewed by Risk Management
☒ Approved ☐ Other

_____
Print Name: DIANE WEBER
Date: 3-11-10

ATTACHMENT A
Depiction of Lake Stevens Community County Park Athletic Fields

SNOHOMISH COUNTY PARKS & RECREATION

Lake Stevens Community Park

Lake Stevens Junior Athletic Association Use Areas

March 2010

All areas of Lake Stevens Community Park will be maintained by the Lake Stevens Junior Athletic Association except for those areas shown otherwise.

Live green Love parks

ATTACHMENT B
Snohomish County Parks Turf Maintenance Standards

Attachment B

Snohomish County Parks Turf Maintenance Standards

Scope of Standards

Snohomish County Parks is dedicated to providing the best recreational experience possible and has developed the following practices and standards for grass fields. These standards are to serve as guidelines and may be modified as needed to meet site conditions after consultation and approval from the Snohomish County Department of Parks and Recreation. It is the intention of these specifications to provide for the protection of public resources and to ensure the best maintenance practices are followed to allow for safe and enjoyable recreation experiences by the public and organized user groups. Safety of the players is crucial and is based on providing fields with an even surface that allows the player to run and play safely.

1. Edging and Trimming

1.1. Edging of tree rings, plant beds, buildings, sidewalks, fences, driveways, parking lots, and other surfaced areas bordered by grass shall be done as needed to maintain a clean, well-kept appearance.

1.2. Edging will be done during every mowing visit during the growing season. Isolated trees and shrubs growing in lawn areas will require mulched areas around them (minimum 2-foot diameter) to avoid bark injury from mowers and line trimmers.

1.3. Contractor will clean all clippings from sidewalks, curbs, and roadways and dispose of properly.

2. Structural Condition, Drainage and Mounds

2.1. Surface conditions shall be maintained to feel firm enough for foot and mower traffic.

2.2. All turf areas will be inspected for mounds, holes and uneven surface conditions as needed. Filling of areas will be done with clean top soil that is free of debris and rocks. Shovel and/or rake soil into low areas and remove from high areas. Watering, grading, packing and top seeding may be required to maintain playable firm level surface.

2.3. Wet or soft areas shall be investigated for subsurface or drainage issues and repairs or improvements will be paid by the contractor and coordinated with Snohomish County staff.

2.4. Repair mounds and worn areas as needed to maintain playability and safety.

2.5. Maintain base anchors, pitching rubbers and plates as needed to maintain playability and safety. Pitching rubber and plates must be installed level.

3. Warning track and infield

3.1. Infield shall be dragged daily and checked for soil condition and drainage. Drag the field to loosen dirt, remove cleat marks and help remove access water.

3.2. Contractor shall apply wetting agents only after sweeping excess water off of the field and exhausting efforts to allow sun and wind to improve conditions.

3.3. Broom infield lips to remove access dirt.

3.4. Keep infields free of weeds when not in use.

3.5. Deep rototil the infields twice a year to the depth of the infield mix to improve soil consistency and provide uniform playability.

4. Turf Maintenance

4.1. Mowing

4.1.1. Mowing shall occur two (2) times a week or as needed to maintain a height of 2" for athletic field areas. Grass clippings will be bagged, hauled off site and disposed of properly.

4.1.2. The Contractor will remove any excessive lawn growth including leaves, limbs and debris. All excessive grass, leaves are to be picked up and disposed of properly. Lawns shall be mowed in different directions on alternate weeks to inhibit matting.

4.2. Thatch Removal

4.2.1. Removal of thatch exceeding one inch (1") for the overall health of the lawn. The best time for thatch removal is March through August when the turf grass is rapidly growing.

4.3 Aeration

4.3.1 Aeration to allow for better water absorption shall occur two (2) times a year for the turf areas. Aeration shall be combined with a top-dressing and reseeding as needed to maintain at a minimum 95% turf coverage.

4.4 Fertilization and moss control

4.4.1 Fertilization of lawns shall be based on soil testing to determine nutrient defficiencies. Fertilization shall occur once a month or as needed to provide color and proper plant health.

4.4.2 Treatment for moss or weeds shall be done in all turf areas as needed using the most effective treatment available and as approved by Snohomish County Parks.

4.4.3 Fertilizer, moss and weed control products will be swept off of walks and drives onto lawns or beds.

4.4.4 A minimum of ¼ inch of water will be applied after each treatment within 24 hours.

4.5 Lawn insect and disease Control:

4.5.1 Inspect lawn areas each visit for indications of insect, disease and pest problems and advice Snohomish County Parks of any conditions requiring treatment. Only licensed applicators will apply the appropriate treatment on an as needed basis and only in affected spots, using the most effective treatment available.

4.5.2 The site shall be signed two (2) days in advance of any chemical applications.

5. Irrigation Systems

5.1. The irrigation system shall be inspected and tested monthly for proper coverage and precipitation rate to provide for healthy turf conditions including minor adjustments and repairs such as head/emitter cleaning or replacement and filter cleaning.

5.2. Heads, quick couplers and all pipes shall be inspected for leaks and repairs following best practices in the industry.

5.3. Adjustsments to schedules of the Maxicom watering system shall be coordinated with Snohomish County Parks.

CERTIFICATE OF LIABILITY INSURANCE

DATE 3/04/10

CERTIFICATE # 4479111-2

4 47 01

Keystone Risk Managers, LLC
1995 Point Township Drive
Northumberland, PA 17867

ADDITIONAL NAMED INSURED:

LAKE STEVENS LL
LANCE D JOHNSON
3305 127TH AVE NE

LAKE STEVENS WA 98258

INSURERS AFFORDING COVERAGE:

INSURER A:	LEXINGTON INSURANCE COMPANY
INSURER B: (Non-Liability)	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
INSURER C:	LANDMARK INSURANCE COMPANY

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS	
A	X	GENERAL LIABILITY X OCCURRENCE	9471477	1/08/2010	1/01/2011	EACH OCCURRENCE	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		X INCL. PARTICIPANTS	Property Damage Deductible: $250			PRODUCTS/COMP OPS AGGREGATE	$1,000,000
		X SEXUAL ABUSE				SEXUAL ABUSE OCCURRENCE	$1,000,000
						SEXUAL ABUSE AGGREGATE	$2,000,000
A	X	DIRECTORS & OFFICERS	24214907	1/01/2010	1/01/2011	EACH LOSS	$1,000,000
						AGGREGATE	$1,000,000
A	X	CRIME COVERAGE	010008398	1/01/2010	1/01/2011	EACH LOSS	$35,000
			Crime Deductible: $250 Property/$1,000 Money			AGGREGATE	NONE
B	X	SPORTS EXCESS ACCIDENT	SR69105434	1/01/2010	1/01/2011	As in Master Policy Med. Max. $100,000 Ded. $50	As in Master Policy Excess

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule unless performed by the above named Little League and
2. That part of the ball field or other premises not being used by the above named Little League

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

1. LAKE STEVENS SCHOOL DISTRICT 2. SNOHOMISH COUNTY, ITS ELECTED OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES 3. LAKE STEVENS JUNIOR ATHLETIC ASSOCIATION

INSURED

Little League Baseball Risk Purchasing Group, Inc.
539 U.S. RT. 15 HIGHWAY
South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 30 DAYS WRITTEN NOTICE TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST KNOWN ADDRESS TO US.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 9471477 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED- DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

BLANKET AS REQUIRED BY WRITTEN CONTRACT

SNOHOMISH COUNTY, ITS ELECTED OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES

LAKE STEVENS JUNIOR ATHLETIC ASSOCIATION

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Additional Named Insured: LAKE STEVENS LITTLE LEAGUE
Certificate #: 447-01-11-1

GENERAL LIABILITY POLICY #9471477 EFFECT DATE 01/08/2010 TO 01/01/2011

Countersigned by _____
Authorized Representative
Keystone Risk Managers, LLC

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE 10109903

DATE(MM/DD/YYYY) 01/13/2010

PRODUCER
K&K Insurance Group, Inc.
1712 Magnavox Way
Fort Wayne IN 46804

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
LSJAA Football and Cheer
2425 Cedar Rd.
Lake Stevens, WA 98258
A Member of the Sports, Leisure & Entertainment RPG

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Nationwide Mutual Insurance Company	23787
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OF OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	6BRPG0000004470500	08/12/09 12:01 AM EDT	08/12/10 12:01 AM	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$3,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS COMP/OP AGG	$1,000,000
		POLICY PRO-JECT LOC				PROFESSIONAL LIABILITY	$1,000,000
						LEGAL LIAB TO PARTICIPANTS	$1,000,000
A		AUTOMOBILE LIABILITY	6BRPG0000004470500	08/12/09 12:01 A.M. EDT	08/12/10 12:01 A.M. EDT	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		ANY AUTO				BODILY INJURY (Per person)	
		ALL OWNED AUTOS					
		SCHEDULED AUTOS				BODILY INJURY (Per person)	
		X HIRED AUTOS					
		X NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	
		X Not provided while in Hawaii					
		GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	
						AGG	
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	
		OCCUR CLAIMS MADE				AGGREGATE	
		DEDUCTIBLE					
		RETENTION $					
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE	
						E.L. DISEASE-POLICY LIMIT	
A		MEDICAL PAYMENTS FOR PARTICIPANTS	6BRPG0000004470500	08/12/09 12:01 A.M. EDT	08/12/10 12:01 A.M. EDT	PRIMARY MEDICAL	
						EXCESS MEDICAL	$25,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Sport: Tackle football Ages: 12 & Under and 13-15 also Cheerleading Ages: 12 & Under and 13-15 CP#2435
The certificate holder is added as an additional insured but only with respect to the liability arising out of the operations of the insured named above.
Effective 1/12/10-8/12/10

CERTIFICATE HOLDER

Snohomish County, its officers, elected officials, agents and employees
6705 Puget Park Drive
Snohomish, WA 98296
Owner/Manager/Lessor of Premises

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

Authorized Representative Tim McGee

Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

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POLICY NUMBER: 6BRPG0000004470500

COMMERCIAL GENERAL LIABILITY
CG 20 11 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):

Football fields and facilities

2. Name of Person or Organization (Additional Insured):

Snohomish County, its officers, elected officials,
agents and employees
6705 Puget Park Drive
Snohomish, WA 98296

Ref: LSJAA Football and Cheer
CP#2435

3. Additional Premium: None

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section **II**) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

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POLICY NUMBER: 6BRPG0000004470500

INTERLINE
IL 12 01 11 85

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 1

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
6BRPG0000004470500	01/12/10	Nationwide Mutual Insurance Company
NAMED INSURED LSJAA Football and Cheer		AUTHORIZED REPRESENTATIVE K&K Insurance Group, Inc.

COVERAGE PARTS AFFECTED

COMMERCIAL GENERAL LIABILITY COVERAGE

CHANGES

Form Number: CG2011 "Additional Insured – Managers or Lessors of Premises"

☐ Add Form ☐ Delete Form [x] Amend Form To Include Additional Insured Below:

Snohomish County, its officers, elected officials, agents and employees
6705 Puget Park Drive
Snohomish, WA 98296

Ref: CP#2435

The above amendments result in a change in the premium as follows:

[x]	NO CHANGES	☐	TO BE ADJUSTED AT AUDIT	ADDITIONAL PREMIUM $	RETURN PREMIUM $

Tim McAtee
Authorized Representative Signature

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Copyright, ISO Commercial Risk Services, Inc., 1983

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/28/2009

PRODUCER For Service Contact:
Pullen Insurance Services, Inc.
2560 River Park Plaza, Suite 300
Fort Worth, TX 76116
(817) 738-6100

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Washington State Youth Soccer Association
500 South 336th Street, Suite 100
Federal Way, WA 98003

INSURERS AFFORDING COVERAGE	NAIC #
Insurer A: National Casualty Company	
Insurer B: National Union Fire Insurance Company	
Insurer C:	
Insurer D:	
Insurer E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	KRO 1100-02	9/1/2009	9/1/2010	EACH OCCURENCE	$1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurance)	$300,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	UNLIMITED
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$1,000,000
		[ ] POLICY [ ] PROJECT [ ] LOC					
A		AUTOMOBILE LIABILITY	KRO 1100-02	9/1/2009	9/1/2010	COMBINDED SINGLE LIMIT (Ea accident)	$1,000,000
		[ ] ANY AUTO				BODILY INJURY (Per person)	
		[ ] ALL OWNED AUTOS					
		[ ] SCHEDULED AUTOS				BODILY INJURY (Per accident)	
		[X] HIRED AUTOS					
		[X] NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY				AUTO ONLY - EACH ACCIDENT	
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	
						AGG	
A		EXCESS/UMBRELLA LIABILITY	XKO 1101-02	9/1/2009	9/1/2010	EACH OCCURANCE	$5,000,000
		[X] OCCUR [ ] CLAIMS MADE				AGGREGATE	
		[ ] DEDUCTIBLE					
		[ ] RETENTION $					
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATUTORY LIMITS [ ] OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E. L. EACH ACCIDENT	
		If yes, describe under SPECIAL PROVISIONS below				E. L. DISEASE - EA EMPLOYEE	
						E. L. DISEASE - POLICY LIMIT	
B		OTHER					
		PARTICIPANT ACCIDENT MEDICAL	SRG9115342	9/1/2009	9/1/2010		$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Washington State Youth Soccer Association & North County Youth Soccer Assoc.
Certificate Holder is Additional Insured as respects the operations of the Named Insured for sanctioned activities of the state association.
Liability and accident insurance policies procured by the named insured are in compliance with the insurance provisions of HB1824.

CERTIFICATE HOLDER

Lake Stevens Junior Athletic Association
P.O. Box 640
Lake Stevens, WA 98258

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: 6L KRO-1100-02

COMMERCIAL GENERAL LIABILITY
CG 20 11 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You): SOCCER FIELDS & FACILITIES
2. Name of Person or Organization (Additional Insured): SNOHOMISH COUNTY, ITS OFFICERS, ELECTED OFFICIALS, AGENTS AND EMPLOYEES
3. Additional Premium:

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

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OP ID: AL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/01/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Griffith Insurance Group, Inc.
3841 Aurora Ave N Suite 100
Seattle, WA 98103
Mike Griffith

206-632-1433
206-632-0878

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: D&S1000

INSURED
D&S Enterprises
David Thompson DBA
10606 3rd Ave. S.E.
Everett, WA 98208

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Northwest Ins Corp	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
A	X COMMERCIAL GENERAL LIABILITY			BHO53539847	09/01/10	09/01/11	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
A	ANY AUTO			BAW53539847	09/28/10	09/28/11	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	X SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Snohomish County and its officers, elected officers, agents and employees are listed as additional insured as pertains to the work and services performed by the named insured only per form CG 84 15.

CERTIFICATE HOLDER

SNOHOM3

Snohomish County
6705 Puget Park Drive
Snohomish, WA 98296

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COMMERCIAL GENERAL LIABILITY
CG 84 15 12 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY
MASTER PAK ®
FOR ARTISAN CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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ISO Properties, Inc., 2003

1. **BLANKET ADDITIONAL INSURED** (Owners, Lessees, Contractors or Lessors)
(Includes a Primary/Non-Contributory provision)

Who Is An Insured - Section II is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy in a written contract or written agreement. The written contract or written agreement must be currently in effect or becoming effective during the term of this policy and executed prior to the "bodily injury," "property damage" or "personal and advertising injury."

The insurance provided the additional insured is limited as follows:

A. The person or organization is only an additional insured with respect to liability:

1. Arising out of real property, as described in a written contract or written agreement, that you own, rent, lease or occupy; or

2. Caused in whole or in part by your ongoing operations performed for that insured.

The insurance provided the additional insured in 1.A.2. above does not apply to:

a. **Coverage A - Bodily Injury and Property Damage Liability, Coverage B - Personal and Advertising Injury Liability** or defense coverage under the **Supplementary Payments** arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

(1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

b. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) were performed by or on behalf of the additional insured(s) at the site where the covered operations have been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

B. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits Of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

C. The insurance provided the additional insured does not apply to the liability resulting from the sole negligence of the additional insured.

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D. As respects the coverage provided to the additional insured under this endorsement, **Section IV- Conditions** is amended as follows:

1. The following is added to Condition 2. **Duties In The Event Of Occurrence, Offense, Claim, or Suit**:

   An additional insured under this endorsement will as soon as practicable:

   a. Give written notice of an "occurrence" or an offense, that may result in a claim or "suit" under this insurance to us;

   b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and

   c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

2. The following is added to **Condition 3. Legal Action Against Us**:

   We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

3. The following is added to Paragraph **a., Primary Insurance** of **Condition 4. Other Insurance**:

   If the additional insured's policy has an Other Insurance provision making its policy excess, and a Named Insured has agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

4. The following is added to Paragraph **b., Excess Insurance** of **Condition 4. Other Insurance**:

   Except as provided in Paragraph **4.a.** Primary Insurance as amended above, any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis. In the event an additional insured has other coverage available for an "occurrence" by virtue of also being an additional insured on other policies, this insurance is excess over those other policies.

2. **FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE DAMAGE TO PREMISES YOU RENT**

If Damage To Premises Rented To You under **Coverage A** is not otherwise excluded from this policy, the following applies:

A. The last paragraph of **2. Exclusions** of **Section I - Coverage A** is replaced by the following:

   If Damage To Premises Rented To You is not otherwise excluded, **Exclusions c.** through **n.** do not apply to damage by fire, lightning, "explosion" or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance.**

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B. Paragraph **6. of Section III - Limits Of Insurance** is replaced by the following:

6. Subject to 5. above, the **Damage To Premises Rented To You Limit** shown in the Summary of Limits and Charges section of this policy is the most we will pay under **Coverage A** for damages because of "property damage" to premises rented to you or temporarily occupied by you with the permission of the owner arising out of any one fire, lightning, "explosion" or sprinkler leakage incident.

C. Paragraph **b.(1)(b)** of **Condition 4. Other Insurance (Section IV – Conditions)** is replaced by the following:

(1) That is Fire, Lightning, Explosion or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with the permission of the owner;

D. Paragraph **9.a.** of the definition of "insured contract" in **Section V- Definitions** is replaced by the following:

9. "Insured contract" means:

a. A contract for the lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damages by fire, lightning, "explosion" or sprinkler leakage to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

E. The following definition is added to **Section V - Definitions**:

"Explosion" means a sudden release of expanding pressure accompanied by a noise, a bursting forth of material and evidence of the scattering of debris to locations further than would have resulted by gravity alone.

"Explosion" does not include any of the following:

1. Artificially generated electrical current including electrical arcing that disturbs electrical devices, appliances or wires;

2. Rupture or bursting of water pipes;

3. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control; or

4. Rupture or bursting caused by centrifugal force.

3. NON-OWNED WATERCRAFT

Subparagraph **g.(2)** of Paragraph **2., Exclusions** of **Section I - Coverage A** is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and
(b) Not being used to carry persons or property for a charge;

4. SUPPLEMENTARY PAYMENTS

In the **Supplementary Payments - Coverages A and B** provision:

The limit for the cost of bail bonds in Paragraph **1.b.** is changed from $250 to $1000.

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5. **PERSONAL AND ADVERTISING INJURY - ELECTRONIC PUBLICATION EXTENSION**

Paragraphs **14.b., d.** and **o.** of **Section V - Definitions** are replaced by the following:

b. Malicious prosecution or abuse of process;

d. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

o. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

The following is added to Paragraph **14.** "Personal and Advertising Injury" of **Section V - Definitions**:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) An insured; or
(b) Any "executive officer" director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

Subparagraphs **b.** and **c.** of **2.**, **Exclusions** of **Section I - Coverage B - Personal And Advertising Injury Liability** are replaced by the following:

b. **Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

c. **Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication of material whose first publication took place before the beginning of the policy period;

6. **AGGREGATE LIMITS OF INSURANCE (PER LOCATION)**

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

7. **AGGREGATE LIMITS OF INSURANCE (PER PROJECT)**

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your projects away from premises owned by or rented to you.

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8. **VOLUNTARY PROPERTY DAMAGE COVERAGE**

At your request, we will pay for "loss" to property of others caused by your business operations. The most we will pay for this coverage is $500 each "occurrence." The "loss" must occur during the policy period. The "occurrence" must take place in the "coverage territory".

"Loss" means unintended damage or destruction. "Loss" does not mean disappearance, abstraction or theft.

This coverage does not apply to:

1. Damage arising out of the use of any "auto";
2. Property you own, occupy, rent or lease from others; or
3. Property on your premises for sale, service, repair or storage.

None of the other policy exclusions apply to this coverage.

If the policy to which this endorsement is attached is written with a property damage liability deductible, the deductible shall apply to Voluntary Property Damage. The limit of coverage stated above shall not be reduced by the amount of this deductible.

9. **OFF PREMISES CARE, CUSTODY OR CONTROL COVERAGE**

A. We will pay those sums that you become legally obligated to pay as damages because of "property damage" to personal property of others while in your or your "employees" care, custody or control or real property of others over which you or your "employees" are exercising physical control if the "property damage" arises out of your business operations. This Coverage is subject to sections **B.**, **C.**, **D.** and **E.** below.

B. **Exclusions**

This insurance shall not apply to:

1. "Property damage" of property at premises owned, rented, leased, operated or used by you;
2. "Property damage" of property while in transit;
3. The cost of repairing or replacing:
   (a) Any of your work defectively or incorrectly done by you or by others on your behalf; or
   (b) Any product manufactured, sold or supplied by you, unless the "property damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking; or
4. "Property damage" of property caused by or arising out of the "products-completed operations hazard".

C. **Limits Of Insurance** - The most we will pay for "property damage" under this **Section 9.** is $25,000 for each "occurrence". The most we will pay for the sum of all damages covered under this **Section 9.** because of "property damage" is an annual aggregate limit of $25,000.

The **Limits Of Insurance** provided under this **Section 9.** are inclusive of and not in addition to any other limits provided in the policy or endorsements attached to it.

D. **Deductible** - We will not pay for "property damage" in any one "occurrence" until the amount of "property damage" exceeds $250. If the policy to which this endorsement is attached contains a "property damage" deductible, that deductible shall apply if it is greater than $250.

E. In the event of "property damage" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

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10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

A. Paragraph **4.** of **Section II - Who Is An Insured** is deleted and replaced by the following:

4. Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:

a. Coverage under this provision applies only until the expiration of the policy period in which the entity was acquired or incorporated or organized by you.

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you.

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.

d. Records and descriptions of operations must be maintained by the first Named Insured.

B. This Section **10.** does not apply to newly formed or acquired organizations if coverage is excluded either by provisions of the Coverage Part or by other endorsement(s) attached to it.

11. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

A. The requirements in **Section IV - Conditions,** Paragraph **2.a.**, that you must see to it that we are notified of an "occurrence" applies only when the "occurrence" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member or manager, if you are a limited liability company;
4. An executive officer or designee, if you are a corporation;
5. A trustee, if you are a trust; or
6. A designee, if you are any other type of organization.

B. The requirements in **Section IV - Conditions** Paragraph **2.b.** that you must see to it that we receive written notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member or manager if you are a limited liability company;
4. An executive officer or designee, if you are a corporation;
5. A trustee, if you are a trust; or
6. A designee, if you are any other type of organization.

Knowledge of an "occurrence," claim or "suit" by the agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an officer or designee shall have received notice from its agent, servant or "employee".

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12. BODILY INJURY

Paragraph 3. of the definition of "bodily injury" in the **Section V - Definitions** is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

13. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

14. MEDICAL PAYMENTS

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Expense Limit provided by this policy shall be the greater of:

A. $10,000; or
B. The amount shown in the Declarations.

15. CONTRACTORS AMENDMENT OF POLLUTION EXCLUSION (JOB SITES)

The following is added to Subparagraph **f.(1)(d)** of Paragraph **2., Exclusion f. of Section I**:

(iv) "Bodily injury" or "property damage" to tangible property sustained outside a building and caused by the release of "pollutants" brought to any premises, site or location in connection with operations being performed by you or on your behalf by a contractor or subcontractor.

As used in this endorsement, the release of "pollutants":

(aa) Begins on a clearly identifiable specific day during the policy period and ends in its entirety not later than seventy-two (72) hours thereafter;

(bb) Is discovered and reported to us within fifteen (15) days of the specific day it begins;

(cc) Is neither expected nor intended from the standpoint of any insured;

(dd) Is unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and

(ee) Does not originate at or from a storage tank or other container, duct or piping which is below the surface of the ground or water or which at any time has been buried under the surface of the ground or water and then is subsequently exposed by erosion, excavation or any other means.

As used in this endorsement, tangible property does not include water or land, which is below ground level or not.

Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged rather than shown to have actually occurred.

All other terms and conditions of your policy remain unchanged.

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Lake Stevens Community Park – 2010 Parks Department Associated Costs

11-5-10

PUD Electricity - $ 803.32

PUD Water – Irrigation # 171490 = $ 11,704.86

PUD Water – Potable # 170055 = $ 331.25

SWM Fees= $ 4695.97

Parks Maintenance Staff (spraying, irrigation, etc.) – $ 3941.46

Parks Ranger Staff (playground repair, signage, drive thru's graffiti removal) - $3482.62

Sub-total = $24,959.48

Winter (November 1 – February 28) Opening and Closing Gate - $50.00 x 4 months = $200.00

LSJAA PARK
VOLUNTEER AND EXPENSES
QUARTLY REPORT
AS
JUNE 30, 2010

LSJAA Park	2010-3	Expense/ Volunteer Hours

Date work performed March 1-June 30, 2010
Description of Work
Park cordination, setting up park for opening day.
Building sheds, Running Park

LABOR FORCE

LSLAA LABOR		Hours
Brian Menard	Laborer	40
Prep for Opening day	Laborer	220
Dirk Kruiswyk	Security	45
Brian Menard-Sheds	Laborer	70
Shelley Kerr/Brian Menard	Closing	168
Lance Johnson	Opening	168
Softball Volunteers	Laborer	134
Baseball Volunteers	Laborer	499
	Total Hours	**1344**

EQUIPMENT FORCE

LSJAA Equipment	Classification	Amount
Mowers		8,863.73
	Total Equipment	**$ 8,863.73**

MATERIAL UTILIZED

Type or Class	**Vendor**	**Delivery/Packing Slip #**			**Cost**
Shed-wood	Lowes	Shelley Visa Card			1,495.06
Paint, Fertilizor, Ect	D&S				4,903.79
Shed-wood	Home D	S0149AJ1-1260511			128.07
Shed-wood	Home D	S0149SB3-62757			383.37
Signs	Fast Sign	/ X			131.04
Hangers for Hoses	D&S	/ X			169.99
Lawn Mower tune up	Monroe Motor				128.11
Fuel	D&S				345.00
Irrigation	D&S				150.55
Paint	Sherwin Williams				273.05
Misc Fertilzer, Boards ect	D&S				1,048.46
Signs	Fast Sign	/ X			294.80
		Total Materials			**$ 7,339.43**

LSJAA PARK
VOLUNTEER AND EXPENSES
QUARTLY REPORT
AS
JUNE 30, 2010

SUBCONTRACTORS UTILIZED			
Vendor Name	**Type of work**		**Cost**
D&S Enterprises	Landscaper		14,560.00
Les-Dump	Dump Fee		325.80
D&S Enterprises	Landscaper		3,650.00
Honey Bucket-2010 only	Porta-Potties		727.20
Waste Manegment	Garbage		462.22
		Total Subs	**$ 19,725.22**
	Total Money Spent		**$ 35,928.38**
	Total Volunteer Hours		**1,344**
Shelley Kerr			7/20/2010

LSJAA PARK
VOLUNTEER AND EXPENSES
QUARTLY REPORT
AS
JUNE 30, 2010

LSJAA Park	2010-3	Expense/ Volunteer Hours

Date work performed July 1-Sept 30, 2010
Description of Work
Maintaining the Park

LABOR FORCE

LSLAA LABOR		Hours
Lance Johnson	Laborer	90
Soccer Volunteers	Laborer	686
Shelley Kerr/Brian Menard	Closing	168
Baseball Volunteers	Laborer	1134
	Total Hours	**2078**

EQUIPMENT FORCE

LSJAA Equipment	Classification	Amount
Monroe Mowers	Mowers tune up	123.11
PS Rental	Concession Stand	423.35
Glens Rental	Roller for Fields	40.00
	Total Equipment	**$ 586.46**

MATERIAL UTILIZED

Type or Class	**Vendor**	**Delivery/Packing Slip #**		**Cost**
Baseball Field Supplies	Home Depot			357.19
Pad Locks mis field supplies	Home Depot			215.20
Rule Signs	Patrick's Print	1x		163.80
Field Mix Baseball	Menzel Lake Gravel			88.99
Lowes	Hoses and Nozzels			112.90
Lowes	Garbage Bags			29.46
Lowes	Tarps			128.48
Dave	Fuel			50.00
SW Rock Product	Sand/Dirt			2,313.18
Riverside Sand	Sand/Dirt			303.00
Ink it	Signs	1x		367.07
Rich Bardue	Wood			368.00
John Dear Landscape	Fertilizer			808.08
Cascade Turf	Field Mix			1,019.96
SW Rock Product	Sand/Dirt			2,313.18
Lowes	Garbage Bags			49.07
John Dear Landscape	Turface			842.37
John Dear Landscape	Baseball Field Supplie			774.23
John Dear Landscape	Field supplies			1,037.00
Ewing	Baseball Field Supplie			87.92
Les Schwab	Tire repair			13.86
Prime Strip Inc	Field Paint			1,400.00
		Total Materials		**$ 12,842.94**

LSJAA PARK
VOLUNTEER AND EXPENSES
QUARTLY REPORT
AS
JUNE 30, 2010

SUBCONTRACTORS UTILIZED			
Vendor Name	**Type of work**		**Cost**
D&S Enterprises	Landscaper		10,920.00
Honey Bucket – 2010 only	Porta-Potties		1,190.00
Waste Manegment	Garbage		1,134.13
		Total Subs	**$ 13,244.13**
	Total Money Spent		**$ 26,673.53**
	Total Volunteer Hours	**2078 x18 HR**	**$ 37,404.00**
	Total Money/Hours		**$ 64,077.53**
Shelley Kerr			10/19/2010

D+S Landscape – Labor – $129,130.00

LAKE STEVENS CITY COUNCIL

STAFF REPORT

Council Agenda Date: May 8, 2018

Subject: Police Station Selection

Contact Person/Department: Russ Wright, Community Dev. Director

Budget Impact: none

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Appoint two to three Councilmembers to participate in the interview process for the consultant team to design the new Lake Stevens Police Station by consensus

DISCUSSION:

Staff received 10 architectural proposals for design of the new Police Station at Chapel Hill. The City Administrator, Community Development Director, Police Chief and Public Works Director reviewed the letters of interest and qualifications and recommend that four firms be interviewed. Staff is requesting that Council appoint two or three members to participate in the interviews by consensus. After the interviews are completed, the top firm will be recommended to the full City Council for action.

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LAKE STEVENS CITY COUNCIL

STAFF REPORT

Council Agenda Date: 05/08/18

Subject: Repurpose Existing Position in Public Works

Contact Person/Department: Teri Smith/Human Resources

Budget Impact: $20,000

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize repurposing of existing Senior Engineer position to a City Engineer position.

SUMMARY/BACKGROUND:

The Public Works department is currently without a City Engineer (an engineer with a Professional Engineer license). The most recent City Engineer left last May. We conducted a recruitment for a City Engineer last spring and were not successful in finding a candidate. Given the size and growth of the city, we find that it is no longer prudent to operate without a licensed professional engineer on staff.

In assessing the classification, a review of comparable positions within our comparable cities list has shown a higher salary range (about 20%) than the existing budgeted senior engineer position. A budget amendment if needed will be brought forward at a future date.

APPLICABLE CITY POLICIES:

BUDGET IMPACT: Approximately $20,000 for 2018, assuming a City Engineer starting in July.

ATTACHMENTS:

N/A