

1. Agenda

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2. Meeting Materials

Documents:

[5A POLICE COMPSTAT.PDF](#)

[5B 11.18.19 PTAC MTG MINUTES.PDF](#)

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[6A FINANCE COMMITTEE MEETING.PDF](#)

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AGENDA- AMENDED
CITY COUNCIL SPECIAL MEETING
Thursday, December 19, 2019 – 7:00 p.m.
Stanwood-Camano School District
Administration Building Board Room
26920 Pioneer Highway, Stanwood, WA 98292

- 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. CITIZEN COMMENTS**
- 5. STAFF REPORTS**
 - a. Police Compstat Report - November, 2019
 - b. Parks and Trails Advisory Committee Minutes – November 18, 2019
 - c. Planning Commission Meeting Minutes – November 12, 2019
- 6. COMMITTEE REPORTS**
 - a. Finance/Personnel
- 7. CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks
 - b. Approve November 25, 2019 Special Meeting Minutes
 - c. Authorize the Mayor to Sign the Snohomish County Parks Grant
 - d. Authorize the Mayor to Sign Contracts for Discover Stanwood Camano Initiatives
 - e. Authorize the Mayor to Accept the Transportation Improvement Board Grant – 276th Street Overlay
 - f. Authorize the Mayor to Sign the Heritage Park Engineering Contract
 - g. Adopt Resolution 2019-14 Establishing the Parks and Trails Advisory Committee on a Permanent Basis
 - h. Authorize the Mayor to Sign a Designation Letter for Snohomish County Board of Health for 2020
 - i. Ordinance 1484 Correction of Ordinance 1479 Imposition of Lodging Tax
 - j. Authorize the Mayor to Sign a Supplemental Agreement with Perteet for 90th Ave Extension
 - k. Authorize the Mayor to Sign a Contract with David Evans and Associates, Inc. for the Ovenell Park Lot Line Survey
- 8. NEW BUSINESS**
 - a. Authorize the Mayor to Sign Amended City Administrator Contract
 - b. Authorize the Mayor to Sign a Contract for the SR 532 Berm Project
- 9. REPORTS OF OFFICERS AND COMMITTEES**
 - a. Mayor's Report
 - b. City Administrator's Report
 - c. Councilmember Reports/Questions
- 10. CITIZEN CLOSING COMMENTS**
- 11. EXECUTIVE SESSION TO DISCUSS POTENTIAL OR PENDING LITIGATION, RCW 42.30.110(1)(I)**
- 12. ADJOURN**

Upcoming Meetings:

December 26, 2019 Regular Meeting - CANCELLED
January 9, 2020 Regular Meeting



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 5a
DATE: December 19, 2019
SUBJECT: Police November 2019 Compstat Report
CONTACT PERSON: Amanda Slattery, Police Records Clerk
ATTACHMENTS: November 2019 Compstat Report

SUMMARY STATEMENT

Attached is the November 2019 Compstat Report for council review.

Stanwood Police Department
November 2019

Administrative Personnel

Chief Norm Link

Sergeant Jason Toner

Amanda Slattery – Stanwood City Employee

Stacey Davis – Stanwood City Employee

Operational Personnel

	Assigned	Vacancies	Percentage
Sergeants	2	0	100%
MPD	0	0	N/A
Deputies	6	0	100%
SRO	1	0	100%
Detectives	1	0	100%
Total	10	0	100%

Area of Operation

The City of Stanwood contracts its police services through the Snohomish County Sheriff's Office. The population for Stanwood is currently 7,070, however due to the makeup of the community the service population is 40,000+. Stanwood's city limit encompasses 2.8 square miles.



COMPSTAT REPORT

Type of Crime	November 2019	Year To Date 2019	November 2018	Year to Date 2018
Homicide	0	0	0	1
Rape	0	0	0	2
Robbery	0	1	0	3
Assault	4	38	4	41
Burglary	2	17	1	20
Larceny	18	134	9	88
Motor Vehicle Theft	1	10	0	13
General	November 2019	Year To Date 2019	November 2018	Year To Date 2018
Calls for Service (Incidents)	851	9415	616	6897
Case Reports	54	577	48	525
Traffic Collisions	6	99	24	131
Arrests (Adult/Juvenile)	17	181	13	159
Drug Arrests	3	18	0	19
Warrant Arrests	2	50	0	22
Impaired Driving Arrests	0	14	2	8
Infractions Issued	22	298	11	89
Public Disclosure Requests	28	372	40	419
Concealed Pistol Licenses	18	481	70	556
Pistol Transfer Checks	18	237	N/A	N/A
Fingerprinting & Approx. timeframe	30 @ 7.5 hrs	441 @ 110.25	62 @ 15.5 hrs	479 @ 119.75 hrs

City Collisions for November 2019

Date	Case Number	Location	H & R	Injured	Reason
11/4/2019	2019-8663	7000 Block of 267th ST NW		x	Failure to Yield
11/5/2019	2019-8685	26700 Block of 72nd AVE NW			Failure to Yield
11/6/2019	2019-8707	10200 Block of SR 532			Medical event
11/6/2019	2019-8717	8000 Block of SR 532			Inattentive/Failure to Stop
11/20/2019	2019-9118	7200 Block of 267th ST NW			Failure to Yield
11/20/2019	2019-9124	8200 Block of SR 532		x	Following too close/Failure to Stop

Stanwood School Dist. Resource Officer (SRO) Activity Report

NOVEMBER

STANWOOD CAMANO SCHOOL DISTRICT SRO REPORT
SRO MONTHLY TOTALS

11/30/2019

INCIDENT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL
ADMINISTRATIVE	3			3	4	3	5	3			2	4	3	3	5			3	4	2					3	3	5				58
ARSON																															0
ASSAULT																															0
ASSIST PATROL																															0
BOMB THREAT																															0
BURGLARY																															0
COACHING SPORTS																															0
COLLISION																															0
COUNSELING																															0
CPS REFERRAL																															0
CRISIS PLANNING/DRILL																															0
DISTURBANCE																															0
FELONY VUCSA																															0
FIGHT																															0
HARASSMENT																		1													1
MAL-MIS					1																										1
MARIJUANA												1																			1
MENTAL HEALTH																			1												1
MIP																															0
ORDER VIOLATION																															0
PARAPHERNALIA																															0
PARENT MEETING																															0
PARKING PROBLEM																															0
PUBLIC ASSIST				1									1																		2
RUNAWAY																															0
SEXUAL ASSAULT																															0
STUDENT MEETING																											1				1
SUSPICIOUS	2						1																								3
TEACHING					5								1					1													7
THEFT								1																							1
VAPING / TOBACCO																															0
TRAFFIC INCIDENT																															0
TRESPASS																															0
WARRANT																															0
WEAPONS																															0
OTHER								1																							1

Stanwood Camano School District Resource Officer NOVEMBER NEWSLETTER

NOVEMBER 2019



Prowlers At New High School Construction Site:

On two different incidents, unknown suspects entered the locked fenced area of the new Stanwood High School construction area. Cameras picked up the suspect(s) which triggered an automatic alarm to the construction company. Construction staff members review these alarm videos and call 911. Deputies met with the construction site foreman and toured the entire facility, learning easy access points, and learning where all the cameras are located. Procedure has been streamlined as well. Instead of phone calls being made to construction staff first, now the alarm company will call 911 first to help get Deputies there faster. No major damage has resulted from the prowlers, just some spray paint on concrete that will be covered anyway, and some fire extinguishers that had been set off. No suspect information, more than likely kids.

To The Moon and Beyond

Astronaut Yi So-yeon, Korea's first and only Astronaut to fly in space came to Stanwood High School's Performing Arts Center on November 23rd. She shared her experiences with the crowd, about being in the International Space Station and her studies for almost 11 days in space. The event was free of charge and was reportedly a big hit.

The Community Resource Center of Stanwood Camano Presents
"TO THE MOON AND BEYOND"
DR. SOYEON YI • Astronaut Lecture Event
www.crc-sc.org/Astronaut

TICKET

YOU MUST BRING THIS TICKET FOR EVENT ENTRANCE

SATURDAY, NOVEMBER 23
4:00 – 6:00 p.m.
Seating is first come, first served
Doors open at 3:00 p.m.
Special pre-event music and STEM activities.

LOCATION:
STANWOOD HIGH SCHOOL
PERFORMING ARTS CENTER
7400 - 272nd St. N.W., Stanwood, WA 98292

We are proud to host to the community.

Community Resource Center of Stanwood Camano

SN

Stanwood Police Department

Detective Report

November Newsletter

November 2019



UPDATE: Vehicle Prowl and Identity Theft

On 10-17-19 Deputy LaFrance responded to a vehicle prowl complaint. The victim's purse was stolen from the front passenger seat of her car. The victim's credit card was used at businesses in Stanwood and Arlington.

The suspect was identified after photos were posted on the Stanwood Police Department Facebook page.

The same suspect took a gun from a car in Mountlake Terrace during the first week of November. Mountlake Terrace Police arrested the suspect at a methadone clinic in Everett on 11-12-19.

Detective Martin booked the suspect at the Snohomish County Jail on additional charges related to the Stanwood case.



Stanwood Case 2019-8748 Burglary

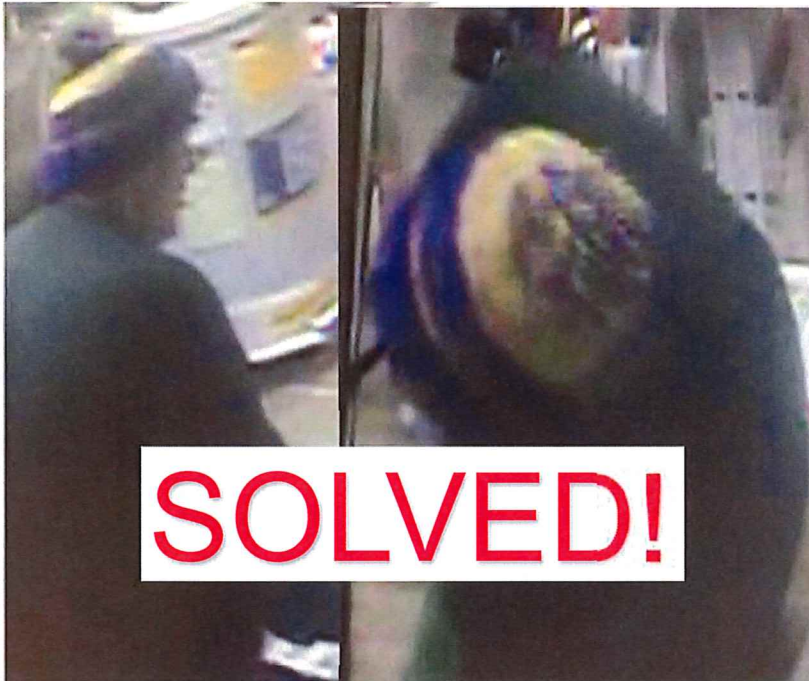
On 11-07-19 Deputy LaFrance responded to a theft complaint at the Country Store. The store manager discovered a leaf blower missing from the storage/loading bay on 11-06-19.

Store video showed a male enter the loading/storage bay prior to the business being open for customers. Video shows the male carrying a leaf blower as he leaves the storage/loading area.

Images of the suspect were posted on the Stanwood Police Department Facebook page. The suspect was identified by several people including his father.

The male is reported to be staying at a Tulalip address. Detective Martin will be working with the Tulalip Police Department to locate the male.

**NICE WORK STANWOOD POLICE
DETECTIVE STEVE MARTIN!**



Stanwood Case 2019-8848 Burglary

On 11-11-19 at about 0400 hours Deputy Chaney responded to an audible alarm at a local car wash. No one was at the business when Deputy Chaney arrived, but a door had been pried open.

The business owner provided video later in the day showing a male subject prying the door open and taking things from inside the building.

Images of the suspect were posted on the Stanwood Police Department Facebook page. The suspect was identified as a recent Camano Island resident.

Detective Martin is working with the Island County Sheriff's Office and Swinomish Police Department to locate the suspect.

HOLIDAY SAFETY TIPS



SHOPPING

- Stay alert to your surroundings – trust your instincts; if something doesn't feel right, it's probably not – call 9-1-1
- Avoid carrying large amounts of cash
- Do not leave purse/wallet in shopping carts
- Get keys out of pocket/purse before leaving the store
- Avoid overloading yourself with packages. It is important to have clear visibility and freedom of motion to open car doors, use cell phones etc.
- Do not leave packages in vehicle. If changing locations, put them in trunk BEFORE you leave one destination and get to the other
- Park in well lit areas
- Try to use an ATM that is located inside a mall, grocery store or well lit location. DO NOT leave car unlocked or purses, wallets in car (even if locked) while you are at a walk up ATM, Red Box or coffee window
- Notify the credit card issuer immediately if your credit card is lost or stolen
- Protect PIN numbers when using debit cards

AT HOME

- Lock doors and windows when you leave the house, even if it's for a few minutes
- When leaving home for an extended period of time, have a neighbor or family member watch your house, pick up mail & newspapers, or you can put a hold on mail and newspaper delivery
- If expecting a package from UPS, USPS or Fed Ex, and are not going to be home, track your packages on-line, ask a neighbor to pick it up for you, request a signature for proof of delivery to ensure that someone is home, research delivery options
- Indoor and outdoor lights can be on an automatic timer
- Large displays of holiday gifts should not be visible through the windows or doors of your home
- Do not leave boxes from large or small purchases visible on or before garbage day; doing this allows others to see what new things you have in your home
- If someone knocks on your door and you don't recognize them, you don't have to answer the door, but let them know you are home – teach children to do the same. If they seem suspicious call 9-1-1 immediately
- Always donate to a recognized charitable foundation – if someone calls or is at your door, ask for their identification and question how the funds will be used. If it seems suspicious, call 9-1-1 immediately





CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 5b

DATE: December 19, 2019

SUBJECT: Parks and Trails Advisory Committee Meeting Minutes

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – November 18, 2019 Meeting Minutes

SUMMARY STATEMENT

Minutes from the November 18, 2019 Parks and Trails Advisory Committee meeting are attached to this staff report for approval as presented.

ATTACHMENT A

PARKS and TRAILS ADVISORY COMMITTEE November 18, 2019 Meeting Meeting Notes

Attendance:

Committee Members:

Steve Shepro
Gordon Bell (via phone)
Rick Hawkins
Matt Withers
Marshall Will

Staff:

Patricia Love, Community Development Director
Carly Ruacho, Senior Planner
Krista Hintz, Administrative Assistant
Jennifer Ferguson

Public:

Gordy Holmes
Deb Bell
Jesse Schenk
Wendy Otto Trp. 40086
Olivia Otto Trp. 40086
Allison Otto Trp. 40086
Nevaeh Trp. 40086

Absent

Lisa Bruce
Dave Hall (Excused)

Call to Order and Roll Call

The November 18, 2019 PTAC meeting was called to order at 3:02pm.

Approval of Minutes

A motion to approve the September 16, 2019 and October 21, 2019 meeting minutes was made by Steve Shepro, seconded by Marshall Will. The minutes were approved as presented.

Little Free Library

Allison Otto from Girl Scout Troop # 40086 presented her proposal for a *Free Little Library* at Church Creek Park. Miss Otto is working towards her Girl Scout Silver Award, the highest honor awarded to Girl Scouts for their dedication to hard work and community service. Miss Otto's vision of a *Free Little Library* promotes literacy and generosity, and creates an opportunity for people to connect. The community would be able to take a book from the library and the hope is that people will also contribute books when they take one. The steps would be to build the library kiosk, promote the program and then hold a book drive. The Troop has the materials to build the library but would like to request Public Works assistance with the location. Currently, Miss Otto would like to place the library kiosk near the chain link fence entrance by the swing sets.

Concerns were raised about vandalism in that location and the suggestion to add the Troop's photo or a nameplate as a deterrent to vandalism was made.

A motion was made by Steve Shepro to approve the project, and seconded by Rick Hawkins. The *Free Little Library* project passed unanimously.

Heritage Park Discussion- Steve Shepro/Gordon Bell (via phone)

Steve Shepro and Gordon Bell raised the question: Should the efforts to create a regional sports complex at Heritage Park be re-evaluated?

Reasons to re-evaluate:

- With new information, projected costs are significantly higher, with the six-year Capital Budget estimate approaching \$4.6 million dollars.
- Final projected costs will exceed \$10 million dollars, even without the inclusion of lighted fields.
- There is a potential for flooding and the need for continuous flood measures
- The wind coming through the flats makes the location less than ideal for Spring and Fall sports
- The location itself is not ideal for ingress and egress
- The estimated cost to complete the parking lot is \$1 million dollars.
- The irrigation system does not work

A successful regional sports complex will need:

- Drainage
- Irrigation
- Lights
- Parking
- Bleachers
- New Fields
- Dugouts
- Restrooms
- Concessions
- Trained and available staff/equipment

The Committee was asked to consider other locations for a regional sports complex east of 64th Ave NW and closer proximity to SR 532.

Objections raised:

- The discussed area is outside city limits and would therefore be a County Park.
- Closer to SR 532 and the Interstate would likely lead visitors out of town rather than into town for gas, snacks, meals, and other purchases.

The Committee was also asked to consider potential other uses for Heritage Park.

- A wetlands preserve with nature trails
- A first class dog park
- A community garden
- Splash Pad
- BMX Pump Track

The Committee chose to continue the discussion after the first of the year, coming back with better cost estimates.

Resolution 2019-14

Resolution 2019-14 would formally establish a permanent board with similar standing as the Planning Commission. The formal board would have the following guidelines:

- Seven members
- A minimum of four members would live within city limits
- Up to three members could be from the greater community
- Four year terms would be established and staggered in the beginning to create different end dates
- A Chair and Vice Chair will be established
- The Parks Board would meet at least six times per year
- Responsibilities would remain similar to what the PTAC is currently doing, things would just be formalized.

A motion was made by Rick Hawkins to move Resolution 2019-14 to the City Council agenda for December 19, 2019, seconded by Matt Withers. The motion passed unanimously. A Chair and Vice Chair will be decided in January 2020, along with an ask for four members to commit to four years and three members to commit to two years to start the staggered terms.

Rules of Procedure

The Rules of Procedure will be brought back to the December 16, 2019 meeting.

Donation/Memorial Program

Many cities have a Donation/Memorial Program like this in place. We will look to other cities for examples of Guidelines to accept donations and set up a review process.

Design Standards will be established for potential items such as:

- Benches
- Bar-B-Que
- Picnic Shelter
- Trees
- Shrubs
- Dugouts
- Tables

A price list will be created for the different City approved items.

The Committee discussed gifting acknowledgement options such as a Donation Wall or Donation Tree to preserve the placard in the event the donated item needs to be replaced.

The Committee will move forward with the Donation/Memorial Program discussion.

Church Creek Playground Equipment

The City Attorney has approved the contract which will go to City Council for approval on December 19, 2019. The City Council has extended the time frame to spend the dollars to the end of 2020.

Steve Shepro has been speaking with a potential vendor and said installation is 25% of the total cost and wanted to talk about the Public Works Department doing the actual install. The committee had previously discussed a community build and will continue to pursue that option.

Carly Ruacho will check to see if the vendor Mr. Shepro has been speaking with is on the State Contract list.

A sub-committee will need to be created for the playground equipment. There have been various surveys done in Stanwood and surrounding cities regarding the types of playground equipment communities like to see.

We would like to look at equipment for two age brackets and stick with a theme. There will be further discussion on this at the January 2020 meeting.

Gordy Holmes will be happy to assist with the planning of the pickle ball/basketball court but wanted to inform the committee that he will be out of the country January 8- April 8, available by email and skype.

Heritage Park Update

Aiming to bring the engineering contract forward to the December 19, 2019 City Council Meeting.

Hamilton Landing

The design plan has been approved and we are almost ready to start the permitting phase.

FoSPAT Updates

There is one new board member and one potential board member.

Future Items

- Rules of Procedures
- Donation/Memorial Program

Next Meeting

- Monday, December 16, 2019

Adjourn: 4:54pm



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 5c

DATE: December 19, 2019

SUBJECT: Planning Commission Meeting Minutes

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – November 12, 2019 Meeting Minutes

SUMMARY STATEMENT

Minutes from the November 12, 2019 Planning Commission Meeting are attached to this staff report for approval as presented.



STANWOOD PLANNING COMMISSION MINUTES November 12, 2019

Call to Order

Chair Linda Utgard called the meeting to order at 6:32PM with the following Commissioners present: Steve Shepro, Sid Roberts, and Darren Robb. Commissioners Dennis and Metz were absent. Staff present; Community Development Director Patricia Love, Senior Planner Amy Rusko and Administrative Assistant Krista Hintz.

Also known to be present: Dennis Smith, Scott & Angie Baker, Walter Ulness, John Smistad, M.F. Carmichael, Martin & Pat Derksma, Max L. Bloomquist, Jim & Gay Molser, Trudy Hall, Lynn White, Cathy McMurty, Denise Long, Peggy Wendel, Bill Hegger, Carol Frey, Dave & Marilyn Nienhuis

Approval of Minutes

A motion was made by Steve Shepro to accept the minutes as presented for the October 14, 2019 meeting. The minutes were unanimously approved as presented.

New Business

Public Meeting-Chandlers Reserve

Chandler's Reserve is a 26.76 acre Planned Residential Development located at 28414 80th Avenue NW, Stanwood. The proposal by Stanwood-26, LLC is 91 Single Family Homes zoned SR 9.6.

Planned Residential Developments allow for a smaller lot size of 7,000 square feet for developments in the SR 9.6 zone. Park space increases to 10% of the entire site which is in addition to the Native Growth Protection Area.

The two letters that have been submitted, from the Home Owners Association of Candleridge and neighboring homeowner will be transmitted to the Hearing Examiner in their original form. The letter from the Homeowners Association listed names and emails of those homeowners requesting to be party of record. The project is still in the review period, there may be multiple comments back and forth during the review period so the project presented is not the final project.

Max Bloomquist-28213 81st Dr NW, Stanwood. Mr. Bloomquist spoke as the representative for the Candleridge community.

- **Traffic impact**-there was a traffic study done for 86 homes, will that study be revised?
- Traffic flow through Candleridge and Pioneer Hills is a concern. The community is requesting two entrances on 80th and to permanently close 83rd Dr NW.
- Requesting a four way stop at 80th
 - A traffic study was done for the development across the street, that project was not allowed to have exits/entrances on 80th due to sight distance limitations.
- Are the roads as wide as Candleridge? Are there sidewalks and planter strips?
- Keep 83rd closed to deliveries and construction vehicles during the build phase

- **Southern property line;** Candleridge has a path and two parks in that area, the community is asking to eliminate the planned gravel trail to eliminate the other community from accessing the Candleridge property. Can they fence on the south side of the pipeline?
- **Tree Removal-**What is the requirement regarding those trees?
Legally the developer can remove everything not in NGPA. The city has a requirement for 50% retention. If they cannot retain 50% they are required to replant at a 2:1 ratio.
- **Stream-**Steep slope buffer; SMC requires a 15' buffer, the developer has chosen to set the property line back 25'.
- **Play equipment-**Will there be play equipment in the parks?
 - Parks are required but there are several options as to what the developers can put in open spaces. The only requirements are park benches & trash cans. At this stage, supplying information on playground equipment is not required.
- **Will there be a Home Owners Association?** An HOA is not required but trend is for all new developments to form an HOA.

Dennis Smith-8111 2/83rd St NW, Stanwood:

The open space on the north side of Candleridge, abutting the pipeline, is maintained by the HOA. There is a real concern about the open space on the south side of Chandlers Reserve and Candleridge is requesting help with preserving their open space and cutting off access for Chandlers Reserve homeowners. What is the best way for the HOA to communicate that?

- Amy Rusko states she received the HOA letter and has already submitted the concerns to the land owner and developer. If the desired results are not offered by the developer, the best option would be to speak in front of the Hearing Examiner at the Public Hearing.

Mr. Smith asked for a general time frame.

- Amy Rusko states: Generally speaking, there could be a Hearing mid to end of January. Approval would come by end of January, beginning of February. The developer will have five years from approval to complete the project.

Denise Long, 28122 82nd Dr NW, Stanwood.

Ms. Long expressed concern about removal of trees that separate Candleridge from the meat processing plant stating odor is a real concern.

Who is the developer? Ms. Long would like to research the reputation, materials used and overall quality of work used by the developer, Stanwood -26, LLC. Mr. Hegger's contact information was provided.

What will the area look like? Will there be sidewalks and bike trails along 80th Ave NW? Will the road be widened?

Currently, there is not a plan for bike trails, there will be a sidewalk and landscape strip along the length of the property as well as a fence. Additional trees will be planted in the backyards of the homes on that side. The developer is only required to improve the property that they own; sidewalks will end at the south side of the Chandlers Reserve project. 80th Ave NW is slated for full improvements in 2023.

Lynn White-8057 283rd St NW, Stanwood- states the least the developer could do to compensate them is to install a fence along the property line to keep people from looking over her fence into her yard and aggravating her dogs.

Planning Commission Comments:

- Steve Shepro would like a better explanation of what the retention vault will look like. The vault is underground, the open space above will be park space.
- The code states that no single area less than one acre shall be dedicated as common public space but the plan shows Park A and Park B.
- Park A and Park B will fall under the Chandlers Reserve HOA to maintain the property, it will not be City/Public lands
- Darren Robb, Can the city require a fence along the south side of the gas line?
- Linda Utgard, Does Williams Gas have restrictions for setbacks? There is a 30' easement, 15 feet on each side of the pipeline.
- Steve Shepro, Does building Park A and Park B eliminate the need for Park Impact Fees? No, the developer will still pay the Park Impact Fees.
- Darren Robb expressed concern about the more narrow roads of Chandlers Reserve leading into Candleridge.
- Community Development Director Patricia Love stated the proposed stop-sign is in review with Public Works.

Public Hearing-Capital Improvement Project (CIP) Update 2020-2025

The CIP update coincides with the budget update's six year list of projects.

Parks-Focused on finishing up Hamilton, completing first phase of Heritage-ballfields and parking lot.

- Roads-Overlays, sidewalks. Viking Way-connecting 88th to 92nd
- Civic Campus Project-Preliminary Design phase finish in 2020 then on to permitting phase. Construction to start 2021.
- Sewer projects-upgrades to lift stations, reservoir project.
- Drainage-Irvine Slough project-working on phase one of six phases.

Upcoming Items

In the interest of time, the Planning Café Summary will be pushed to the December 9th Planning Commission Meeting.

The next Planning Commission Meeting will be held Monday, December 9, 2019, 6:30PM at Fire Station 99.

Adjourn

The meeting adjourned at 8:42PM.

Krista Hintz, City of Stanwood



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6a
DATE: December 19, 2019
SUBJECT: Finance/Personnel Committee Report
CONTACT PERSON: David A. Hammond, Finance Director/City Clerk
ATTACHMENTS: A – Finance/Personnel Committee Meeting Minutes

SUMMARY STATEMENT

The minutes of the November 25, 2019 Finance/Personnel Meeting are attached.

FINANCE/PERSONNEL COMMITTEE

Finance Committee Report November 25, 2019 meeting summary Stanwood Camano School District Admin Building 26920 Pioneer Highway, Stanwood, WA 98292
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In attendance:

Councilmember Larry Sather

Councilmember Dianne White

David Hammond, Finance Director/City Clerk

City Resident Tim Schmitt

1. Resolution 2019-13 Salary and Benefits Schedule for 2020
 - a. The Committee discussed and recommended approval to council.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7a

DATE: December 19, 2019

SUBJECT: Approval of Voucher and Payroll Checks

CONTACT PERSON: Reina Barber, Accounting Specialist

ATTACHMENTS: A - Voucher Check Detail

SUMMARY STATEMENT

Approve issuance of Washington Federal Bank voucher checks 31951 through 32002 and Washington Federal electronic voucher funds transfers in the amount of \$809,494.11. Approve issuance of Washington Federal payroll checks 1669 through 1676 and Washington Federal Bank electronic payroll funds transfers in the amount of \$294,966.69.

RECOMMENDED MOTION

I MOVE TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 31951 THROUGH 32002 AND WASHINGTON FEDERAL ELECTRONIC VOUCHER FUNDS TRANSFERS IN THE AMOUNT OF \$809,494.11. APPROVE ISSUANCE OF WASHINGTON FEDERAL PAYROLL CHECKS 1669 THROUGH 1676 AND WASHINGTON FEDERAL BANK ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF \$294,966.69.

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
7052	11/27/2019	Claims	3	EFT	Harland Clarke	105.89	Deposit Slips Ordered
7235	12/02/2019	Claims	3	EFT	Heartland Payment Systems	2,654.59	November Merchant Fees
7239	12/02/2019	Claims	3	EFT	US Bank St Paul	359,800.00	STAUTGOREF07 & STAWATSEW11 PRINCIPAL PYMT AND 1/2 INTEREST
7241	12/03/2019	Claims	3	EFT	Chase Paymentech	1,780.65	November Merchant Fees
7247	12/05/2019	Claims	3	EFT	Xpress/Bill Pay	444.55	10290 Monthly Maintenance Nov 2019
7248	12/05/2019	Claims	3	EFT	WA St Dept of Licensing *	327.00	Nov Gun Permit Fees
7022	11/26/2019	Claims	3	31951	Branom Instrument Co.	185.25	City Of Stanwood
7023	11/26/2019	Claims	3	31952	Confluence Environmental Company, Inc	922.50	City Of Stanwood
7024	11/26/2019	Claims	3	31953	Databar Inc.	275.15	8952
7025	11/26/2019	Claims	3	31954	FCS Group- Solutions- Oriented Consult.	4,637.50	City Of Stanwood
7026	11/26/2019	Claims	3	31955	Lenz Enterprises Inc	134.51	City Of Stanwood
7027	11/26/2019	Claims	3	31956	National Safety, Inc.	206.94	STACIT
7028	11/26/2019	Claims	3	31957	Office Depot	129.36	36274097; 36274097; 36274097
7029	11/26/2019	Claims	3	31958	PUD Of Snohomish County *	13,093.16	202982351; 220923312; 202423729; 222277832; 200208858; 200367373
7030	11/26/2019	Claims	3	31959	Perteet Inc.	1,416.57	City Of Stanwood
7031	11/26/2019	Claims	3	31960	Ricoh USA, Inc.	1,262.45	1316669-366090; 1316669-3660143; 1316669-3660140
7032	11/26/2019	Claims	3	31961	Sno Co District Court	931.70	DCT34003
7033	11/26/2019	Claims	3	31962	Sno Co Human Services Dept *	479.38	HSALC021
7034	11/26/2019	Claims	3	31963	Sno Co Sheriff's Office - CB	4.32	City Of Stanwood
7035	11/26/2019	Claims	3	31964	Sno Co Sheriffs Office *	147,654.58	SSH00001
7036	11/26/2019	Claims	3	31965	Snohomish County 911	6,899.07	City Of Stanwood
7037	11/26/2019	Claims	3	31966	Snohomish County Public Def Association	1,983.93	City Of Stanwood
7038	11/26/2019	Claims	3	31967	Stanwood Camano News	288.65	261981; 261981; 261981; 261981
7039	11/26/2019	Claims	3	31968	Stanwood Chamber Of Commerce	1,575.00	City Of Stanwood
7040	11/26/2019	Claims	3	31969	Stanwood City Utility	187.25	1473
7041	11/26/2019	Claims	3	31970	Unum Life Insurance	88.40	City Of Stanwood
7042	11/26/2019	Claims	3	31971	WA St Dept of Ecology *	256.00	City Of Stanwood
7049	11/26/2019	Claims	3	31972	Leonard H. Kelley	744.62	City Of Stanwood
7181	12/05/2019	Claims	3	31973	A WorkSAFE Service, Inc	55.00	City Of Stanwood
7182	12/05/2019	Claims	3	31974	Ace Hardware	454.92	20013
7183	12/05/2019	Claims	3	31975	Gaylynn Brien	60.00	City Of Stanwood
7184	12/05/2019	Claims	3	31976	Cascade Natural Gas Corp	500.65	022 201 7579 4; 498 440 0000 7; 127 540 0000 3; 839 440 0000 5; 931 607 9072 6; 953 540 0000 2
7185	12/05/2019	Claims	3	31977	David Chitwood	200.00	City Of Stanwood
7186	12/05/2019	Claims	3	31978	Code Publishing Company Inc	184.92	3116
7187	12/05/2019	Claims	3	31979	Confluence Environmental Company, Inc	2,520.00	City Of Stanwood
7188	12/05/2019	Claims	3	31980	Daily Journal Of Commerce Inc	393.60	City Of Stanwood
7189	12/05/2019	Claims	3	31981	Edge Analytical Inc	24.00	STA01
7190	12/05/2019	Claims	3	31982	Haggen Inc	31.45	191483
7191	12/05/2019	Claims	3	31983	Hamilton Lumber LLC	258.49	City Of Stanwood
7192	12/05/2019	Claims	3	31984	Lakeside Industries Inc	163.95	108469
7193	12/05/2019	Claims	3	31985	Les Schwab Tire Centers	27.02	S34-00006
7194	12/05/2019	Claims	3	31986	Navia Benefits	50.00	City Of Stanwood

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7195	12/05/2019	Claims	3	31987	Office Depot	368.21	36274097; 36274097; 36274097; 36274097; 36274097; 36274097
7196	12/05/2019	Claims	3	31988	PUD Of Snohomish County *	4,264.29	200592889; 200240505; 221854284; 200633634; 200128742
7197	12/05/2019	Claims	3	31989	Platt Electric Supply Inc	8.51	24127
7198	12/05/2019	Claims	3	31990	Ricoh USA Inc- Maint	491.40	4250811
7199	12/05/2019	Claims	3	31991	Ricoh USA, Inc.	702.36	1316669-3660142; 1316669-3659652
7200	12/05/2019	Claims	3	31992	David Rogers	200.00	City Of Stanwood
7201	12/05/2019	Claims	3	31993	Shred-it US JV LLC	41.91	14668765
7202	12/05/2019	Claims	3	31994	Sno Co Information Services *	9,093.74	DIS1107
7203	12/05/2019	Claims	3	31995	Sno Co Public Works *	16,863.36	CR000024; CR000024; CR000024
7204	12/05/2019	Claims	3	31996	Strategies 360 Inc	1,500.00	City Of Stanwood
7205	12/05/2019	Claims	3	31997	T-Bailey, Inc	206,524.40	City Of Stanwood
7206	12/05/2019	Claims	3	31998	TextMe, Inc.	75.00	City Of Stanwood - Police
7207	12/05/2019	Claims	3	31999	WAPRO	25.00	City Of Stanwood
7208	12/05/2019	Claims	3	32000	Washington State University*	15,743.02	City Of Stanwood
7209	12/05/2019	Claims	3	32001	Washington Tractor Inc.	45.76	111096
7210	12/05/2019	Claims	3	32002	Waste Management Skagit	154.18	8-34465-95001
001 General Fund						192,318.65	
101 Street Fund						1,219.91	
103 Street Construction Fund						18,177.41	
108 Transportation Sales Tax Fund						38.13	
205 Debt Service Fund						192,600.00	
401 Sewer Fund						14,066.30	
410 Drainage Fund						2,490.77	
411 Drainage Construction Fund						3,836.10	
421 Water Fund						10,695.44	
422 Water Construction Fund						216,434.40	
451 Water Bond Reserve						167,200.00	
630 Agency Fund						-9,583.00	
						809,494.11	Claims: 809,494.11
* Transaction Has Mixed Revenue And Expense Accounts						809,494.11	

CERTIFICATION: 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 and that the claim is a just, due and unpaid obligation against the City of Stanwood, and that I am authorized to authenticate and certify to said claim.

() Finance Director (✓) Auditing Officer W. Donham

Date: 12-11-2019

() Deputy Finance Director

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6845	11/22/2019	Payroll	3	EFT		1,000.00	Nov 2019 Draw
6846	11/22/2019	Payroll	3	EFT		1,500.00	Nov 2019 Draw
6847	11/22/2019	Payroll	3	EFT		2,000.00	Nov 2019 Draw
6848	11/22/2019	Payroll	3	EFT		1,000.00	Nov 2019 Draw
6849	11/22/2019	Payroll	3	EFT		1,600.00	Nov 2019 Draw
6850	11/22/2019	Payroll	3	EFT		2,000.00	Nov 2019 Draw
6851	11/22/2019	Payroll	3	EFT		1,350.00	Nov 2019 Draw
6852	11/22/2019	Payroll	3	EFT		3,000.00	Nov 2019 Draw
6853	11/22/2019	Payroll	3	EFT		1,600.00	Nov 2019 Draw
6854	11/22/2019	Payroll	3	EFT		1,000.00	Nov 2019 Draw
6855	11/22/2019	Payroll	3	EFT		2,000.00	Nov 2019 Draw
6856	11/22/2019	Payroll	3	EFT		2,000.00	Nov 2019 Draw
6857	11/22/2019	Payroll	3	EFT		800.00	Nov 2019 Draw
6858	11/22/2019	Payroll	3	EFT		1,000.00	Nov 2019 Draw
6859	11/22/2019	Payroll	3	EFT		800.00	Nov 2019 Draw
6860	11/22/2019	Payroll	3	EFT		2,000.00	Nov 2019 Draw
6861	11/22/2019	Payroll	3	EFT		1,600.00	Nov 2019 Draw
6862	11/22/2019	Payroll	3	EFT		500.00	Nov 2019 Draw
6863	11/22/2019	Payroll	3	EFT		2,500.00	Nov 2019 Draw
6864	11/22/2019	Payroll	3	EFT		1,500.00	Nov 2019 Draw
6865	11/22/2019	Payroll	3	EFT		1,900.00	Nov 2019 Draw
6866	11/22/2019	Payroll	3	EFT		1,000.00	Nov 2019 Draw
7116	12/06/2019	Payroll	3	EFT		4,274.42	November 2019 Payroll
7117	12/06/2019	Payroll	3	EFT		3,526.80	November 2019 Payroll
7118	12/06/2019	Payroll	3	EFT		2,111.39	November 2019 Payroll
7119	12/06/2019	Payroll	3	EFT		1,916.99	November 2019 Payroll
7120	12/06/2019	Payroll	3	EFT		345.01	November 2019 Payroll
7121	12/06/2019	Payroll	3	EFT		2,997.50	November 2019 Payroll
7122	12/06/2019	Payroll	3	EFT		6,365.25	November 2019 Payroll
7123	12/06/2019	Payroll	3	EFT		3,335.18	November 2019 Payroll
7124	12/06/2019	Payroll	3	EFT		2,386.07	November 2019 Payroll
7125	12/06/2019	Payroll	3	EFT		8,532.41	November 2019 Payroll
7126	12/06/2019	Payroll	3	EFT		2,658.45	November 2019 Payroll
7127	12/06/2019	Payroll	3	EFT		3,857.01	November 2019 Payroll
7128	12/06/2019	Payroll	3	EFT		2,792.26	November 2019 Payroll
7129	12/06/2019	Payroll	3	EFT		2,948.11	November 2019 Payroll
7130	12/06/2019	Payroll	3	EFT		5,461.33	November 2019 Payroll
7131	12/06/2019	Payroll	3	EFT		345.08	November 2019 Payroll
7132	12/06/2019	Payroll	3	EFT		4,014.79	November 2019 Payroll
7133	12/06/2019	Payroll	3	EFT		824.04	November 2019 Payroll
7134	12/06/2019	Payroll	3	EFT		5,319.83	November 2019 Payroll
7135	12/06/2019	Payroll	3	EFT		4,045.11	November 2019 Payroll
7136	12/06/2019	Payroll	3	EFT		3,192.91	November 2019 Payroll
7137	12/06/2019	Payroll	3	EFT		248.97	November 2019 Payroll
7138	12/06/2019	Payroll	3	EFT		345.01	November 2019 Payroll
7139	12/06/2019	Payroll	3	EFT		2,719.85	November 2019 Payroll
7140	12/06/2019	Payroll	3	EFT		1,882.66	November 2019 Payroll
7141	12/06/2019	Payroll	3	EFT		45.97	November 2019 Payroll
7142	12/06/2019	Payroll	3	EFT		3,062.66	November 2019 Payroll
7143	12/06/2019	Payroll	3	EFT		726.68	November 2019 Payroll
7144	12/06/2019	Payroll	3	EFT		4,963.46	November 2019 Payroll
7145	12/06/2019	Payroll	3	EFT		339.21	November 2019 Payroll
7146	12/06/2019	Payroll	3	EFT		2,017.00	November 2019 Payroll
7147	12/06/2019	Payroll	3	EFT		3,786.31	November 2019 Payroll
7148	12/06/2019	Payroll	3	EFT		2,379.93	November 2019 Payroll
7149	12/06/2019	Payroll	3	EFT		3,825.98	November 2019 Payroll
7150	12/06/2019	Payroll	3	EFT		3,272.36	November 2019 Payroll

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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CERTIFICATION: 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 and that the claim is a just, due and unpaid obligation against the City of Stanwood, and that I am authorized to authenticate and certify to said claim.

() Finance Director (X) Auditing Officer W. Dorkow

() Deputy Finance Director

Date: 12-11-2019



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7b

DATE: December 19, 2019

SUBJECT: City Council November 25, 2019 Special Meeting Minutes

CONTACT PERSON: Sara Robinson, Deputy Clerk

ATTACHMENTS: A – Council Regular Meeting Minutes

SUMMARY STATEMENT

Minutes of the November 25, 2019 Regular City Council Meeting are attached.

RECOMMENDED MOTION

I MOVE TO APPROVE THE MINUTES OF THE NOVEMBER 25, 2019 REGULAR COUNCIL MEETING AS PRESENTED.

CITY OF STANWOOD
Special Meeting of the City Council
Thursday, November 25, 2019 – 7:00 p.m.
Stanwood Camano School District Administration Board Room
MINUTES

1. Call to Order and Pledge of Allegiance

Mayor Leonard Kelley called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

2. Roll Call

Deputy City Clerk Sara Robinson called the roll with the following Councilmembers present: Dianne White, Elizabeth Callaghan, Tim Pearce, Larry Sather, Kelly McGill and Judy Williams. The meeting was quorate.

Motion by Councilmember Sather, Second by Councilmember McGill, to excuse Councilmember Johnson. Motion carried unanimously.

Also present: City Engineer Shawn Smith, Finance Director David Hammond, Community Development Director Patricia Love, City Attorney Brett Vinson, City Administrator Jennifer Ferguson, Police Sergeant Jason Toner, and Deputy City Clerk Sara Robinson.

3. Approval of the Agenda

Motion by Councilmember Sather, second by Councilmember Callaghan to approve the agenda. Motion carried unanimously.

4. Citizen Comments

None

5. Staff Reports

- a. Police Compstat Report – October 2019

6. Committee Reports

- a. Approve September 27, 2019 Economic Development Board Meeting Minutes
- b. Approve September 16, 2019 and October 21, 2019 PTAC Meeting Minutes
- c. Approve November 14, 2019 Community Development Committee Meeting Minutes
- d. Approve October 14, 2019 Planning Commission Meeting Minutes

Stanwood City Council Meeting Minutes – November 25, 2019

7. Consent Agenda

- a. Approve Vouchers and Payroll Checks
- b. Approve November 14, 2019 Regular Meeting Minutes
- c. Authorize the Mayor to sign the Final Plat of Cedarhome Square Phase III
- d. Authorize the Mayor to sign a Contract for Janitorial Services
- e. Special Event Permit – Light up Your Holidays

Motion by Councilmember Sather, Second by Councilmember Callaghan to approve the consent agenda items a through e. Motion carried unanimously.

8. Old Business

- a. CIP Update and Comp Plan Amendment- Second Reading and Final Adoption Ordinance 1480.

Shawn Smith, City Engineer, presented the proposed Ordinance 1480, 2020 – 2025 CIP and Comp Plan Amendment. There was a full presentation of the Ordinance at the last two Council meetings and there has not been any changes.

Motion by Councilmember Sather, Second by Councilmember Williams to approve the Second Reading and Final Adoption of Ordinance 1480, CIP and Comp Plan Amendment. Motion carried unanimously.

- b. Adopt Resolution 2019-15 - Council Rules of Procedure Amendments.

Jennifer Ferguson, City Administrator, presented the amendments to the Council Rules of Procedure. Council directed staff to make amendments at the last Council Meeting. These changes were made and are included the packet with a redlined and final version.

Motion by Councilmember Sather, Second by Councilmember McGill to approve the adoption of Resolution 2019-15 amending the Council Rules of Procedure. Motion carried unanimously.

9. Public Hearing

- a. Final 2019-2020 Mid-Biennium Budget Adjustment – Second Reading and Final Adoption Ordinance 1482

David Hammond, Finance Director, presented the Second Reading of the Final 2019-2020 Mid-Biennium Budget Adjustment. The preliminary mid-biennial budget amendment was reviewed by the Finance Committee at their regular scheduled October 24th meeting, and the Committee recommended approval and to present to the City Council. Further, it was reviewed by the City Council at the regular scheduled October 24th meeting. First reading

Stanwood City Council Meeting Minutes – November 25, 2019

passed unanimously on November 14th. The only change to the presentation is the Organization Chart which was added to show staffing. There were no monetary changes.

The mayor opened the public hearing for public comment.

There being no public comment, the Mayor closed the public hearing.

Motion by Councilmember Sather, Second by Councilmember McGill to approve the second reading and final adoption of Ordinance 1482 amending the 2019-2020 budget as presented. Motion carried unanimously.

10. New Business

a. Adopt Resolution 2019-13 - 2020 Salary and Benefits Schedule

David Hammond, Finance Director, presented the 2020 Salary and Benefits Schedule. It includes four changes which only apply to non-represented employees. A 2.3% cost of living increase, changes to the dental insurance plan, adding the option of high deductible health plan and a dual insurance coverage opt out incentive plan.

Motion by Councilmember Sather, Second by Councilmember White to approve the adoption of Resolution 2019-13 – 2020 Salary and Benefits Schedule. Motion carried unanimously.

11. Reports of Officers and Committees

a. Mayor's Report

This is Councilmember McGill's last meeting. Thank you to him for his service.
The community tree lighting event is this Saturday at 4pm. Hope to see everyone there.
This Saturday November 30th is Small Business Saturday. Shop local and support our great businesses.
The first Tuesday of December is giving Tuesday.

b. City Administrator's Report – Jennifer Ferguson

Jennifer gave an overview of the 2020 Special Event / Tourism Grant program. The Economic Development Board reviewed the fall offering applications on November 15, 2019 and unanimously forwarded a recommendation to the Mayor to fully fund all of the requests. The Mayor awarded a total of \$6,250 in grant funds in 2019. The remaining \$13,750 will be available for the 2020 Grants. These funds are to be used to promote community events that will draw visitors from outside the area. The following applications were submitted in October; Art by the Bay, Sound Water Stewards-Getting to the Water's Edge, CAA Artist Studio Tour, Snow Goose & Birding Festival and The Great Northwest Glass Quest.

Happy Thanksgiving. Hope you all enjoy the Holidays.

Remember if you and your family need to get out of the house, Church Creek Park has an 18 hole Disc Golf Course. It's a great way to burn off some of those extra calories.

Stanwood City Council Meeting Minutes – November 25, 2019

c. Councilmember Reports and Questions

Councilmember McGill wanted to say thank you, it has been great working with everyone.

12. Citizen Closing Comments

None

13. Adjourn

Mayor Kelley adjourned the meeting at 7:22 p.m.

CITY OF STANWOOD

ATTEST:

Leonard Kelley, Mayor

Sara Robinson, Deputy Clerk



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7c

DATE: December 19, 2019

SUBJECT: Snohomish County Small Capital Projects Partnership (SCPP) Grant

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A - Grant Contract with Snohomish County
B – JA Brennan – Scope of Work

ISSUE

The issue in front of the City Council is to authorize the Mayor to sign the Snohomish County Small Capital Projects Partnership (SCPP) Grant for \$10,000 for the purchase and installation of playground equipment and a pickleball court at Church Creek Park.

RECOMMENDATION

1. Review and discuss the SCPP grant and scope of work for JA Brennan.
2. Authorize the Mayor to sign the SCPP grant for \$10,000.
3. Support the Scope of Work with JA Brennan for up to \$10,000 to finalize the design and engineering for the basketball / pickleball court at Church Creek Park.

SUMMARY STATEMENT

In early fall of 2019, the City submitted a grant application request to Snohomish County for \$10,000 to support the Church Creek Park facility improvement project. The proposed project includes replacing the playground with equipment that serves multiple age ranges and resurfacing the existing sport court so that it can be used for both basketball and pickleball. Other site amenities will include installing new benches if funds are available.

Snohomish County has approved the grant request and the attached contract is ready for acceptance by the City Council. The City Attorney's office has reviewed and approved the contract for signature by the Mayor once accepted by the City Council.

DISCUSSION

Church Creek Park is one of only a few community parks in north Snohomish County; it has been serving the residents of Stanwood and the north County for over 25 years. It is a family friendly park with playground equipment, shelter, restrooms, a small ball field, wooded trails and access to the creek. The playground equipment is limited, outdated, deteriorated, and only serves a small age range of children. The basketball court is also limited in size and cannot be used for other sports such as pickleball, which is one of the fastest growing sports in the region.



The project will improve the usability of Church Creek Park by providing new modern facilities planned for a variety of age ranges. New playground equipment will be geared towards multiple age ranges to encourage children and parents to use the park more often. By improving the existing basketball court to accommodate multiple purposes, the space can be used for both basketball and pickleball.

Jim Brennan Associates has drafted a scope of work to refurbish the sport court. Major work items under this contract includes:

- Crack seal and patch the existing sport court
- Apply an acrylic resurfacing material to the court
- Stripe the court for both basketball and pickleball

FINANCIAL IMPACT

This project is identified in the City's Park Plan and included in the 2019/2020 budget in the amount of \$125,000. With the \$10,000 grant, the total project is \$135,000.

City staff have been working with the Stanwood Park and Trails Advisory Committee to select the appropriate playground equipment for the site; no permits are needed for this work. With approval of the grant, the City will have our on-call consultants prepare final plans for the sport court; construction can be managed through the City's small works roster. Selection of the playground equipment will occur in early 2020 so that equipment can be purchased and installed via the state's standard contract.

COMMITTEE RECOMMENDATION

The Parks/Trails Advisory Committee (September 16 and November 18 meetings) has been briefed on the grant application and award. The PTAC is supportive of the project and eager to get the project moving forward and completed in 2020.

CITY COUNCIL OPTIONS

1. Authorize the mayor to sign the Snohomish County SCPP grant for \$10,000 and support the Scope of Work with JA Brennan not to exceed \$10,000 for design and engineering services.
2. Direct staff to make changes to the scope of work and/or cost provided for these services.
3. Do not accept the Snohomish County SCPP grant in the amount of \$10,000.

RECOMMENDED MOTION

1. **I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE SNOHOMISH COUNTY SMALL CAPITAL PROJECT PARTNERSHIPS GRANT AS PROVIDED IN ATTACHMENT "A" IN THE AMOUNT OF \$10,000 FOR CHURCH CREEK PARK.**
2. **I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE SCOPE OF WORK IN ATTACHMENT "B" WITH JA BRENNAN NOT TO EXCEED \$10,000 FOR DESIGN AND ENGINEERING SERVICES RELATED TO THE CHURCH CREEK SPORT COURT.**

ATTACHMENT A

AGENCY: City of Stanwood
CONTACT PERSON: Patricia Love
ADDRESS: 10220 270th Street
Stanwood, WA 98292
TELEPHONE/FAX NUMBER: 360-629-2181 x5206
COUNTY DEPT: Snohomish County Council
DEPT. CONTACT PERSON: Jim Martin

TELEPHONE/FAX NUMBER: 360-629-2181 x5206
PROJECT: Church Creek Park Playground and Sport Court
Replacement Project
AMOUNT: \$10,000
FUND SOURCE: 191-5167005204
CONTRACT DURATION: Through December 31, 2020

AGREEMENT FOR SMALL CAPITAL PROJECTS PARTNERSHIP PROJECT

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the City of Stanwood, a municipal corporation in the State of Washington (the "Agency").

RECITALS

WHEREAS, RCW 82.46.035 authorized counties planning under the Growth Management Act the authority to levy an additional quarter percent tax on all sales of real estate; and

WHEREAS, by that legislation, this additional quarter percent tax on sales of real estate must be used solely on capital projects that are listed in a capital facilities plan; and

WHEREAS, capital projects are defined as public works projects of a local government for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems; and planning, construction, reconstruction, repair, rehabilitation, or improvement of parks; and

WHEREAS, by Ordinance No. 18-085, adopted November 19, 2018, the Snohomish County Council provided funding within the Real Estate Excise Tax Fund for an application process for a Small Capital Projects Partnership (SCPP) grant program; and

WHEREAS, applications for the SCPP grants were received when due, March 31, 2019; and

WHEREAS, a review team evaluated and ranked the applications and made recommendations to County Council in June, 2019; and

WHEREAS, the Agency's project was one of four (4) projects recommended by the review team and authorized by the County Council for funding by Motion 18-269 approved on September 4, 2019;

WHEREAS, the County determined that the Agency's project is eligible for the SCPP grant funding; and

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. **Purpose of Agreement; Project Scope.** The purpose of this Agreement is to provide funding for the Agency's play area upgrades at Church Creek Park.
2. **Term; Time of Performance.** This Agreement shall be effective on the date on which it has been executed by authorized representatives of both parties and shall expire on December 31, 2020. The Agency shall commence Project work immediately and complete the Project work required by this Agreement no later than December 31, 2020.
3. **Reimbursement of Project Expenses.** Subject to Section 6 hereof and upon the completion of the Project to the satisfaction of the County, the County will reimburse the Agency for Project expenses as set forth in the Project budget in Appendix A. The Agency shall submit a request for reimbursement for Project expenses supported by detailed statements, including invoices from third parties incident to those Project expenses, if any, indicating Project work performed as appropriate and consistent with the schedule of Project work outlined in Appendix A. Total requests for reimbursement for this Project shall not exceed \$10,000 (the "Contract Maximum").
4. **Direction and Control.** The Agency agrees that it will perform the Project work under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. The parties agree that neither the Agency nor its employees are entitled to any benefits or rights enjoyed by employees of the County. The Agency specifically has the right to direct and control Agency's own activities in performing the Project work in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.
5. **Changes.** No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

6. Indemnifications and Hold Harmless-Except for the sole negligence of the County, the Agency shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature which are in any way resulting from Agency's activities and/or services associated with this Agreement. The duty to indemnify and hold the County harmless shall not extend to any claim regarding the City's eligibility to receive grant funding, unless such claim arises out of a misrepresentation by the City to the County that the County reasonable relied upon to its detriment.

In the event the County incurs attorney fees and/or costs in the defense of claims under this provision such attorney fees and costs shall be recoverable from the Agency. In addition Snohomish County shall be entitled to recover from the Agency its attorney fees, and costs incurred to enforce the provisions of this section.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

7. Insurance; No Limitation.

At execution of this Agreement, the Agency, at its' own cost, shall have procured and will maintain for the duration of this Agreement, General Liability and Commercial Automobile Liability insurance with limits of not less than \$1 million combined single limit per occurrence.

Subcontractors:

The Agency shall include all Subcontractors as insured's under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverage's provided by Subcontractors as evidence of compliance with the insurance requirements of this Agreement not provided by the Agency, shall be subject to all of the requirements stated herein.

8. Non-Discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or 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 as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Agency shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Agency of the Agency's compliance with the requirements of Chapter 2.460 SCC. If the Agency is found to have violated

this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Agency's obligations under other federal, state, or local laws against discrimination.

9. Compliance with Laws. The Agency shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

10. Termination.

a. If the Agency breaches any of its obligations hereunder, and fails to cure the same within five (5) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Agency only for the costs of the Project work accepted by the County for reimbursement in accordance with Sections 3 and 8 hereof.

b. The County may terminate this Agreement upon thirty (30) calendar days' written notice to the Agency for any reason other than stated in paragraph a of this Section 14, in which case the County shall pay the Agency for all costs incurred by the Agency in performing this Agreement prior to the date of termination. Payment shall be made in accordance with Sections 3 and 8 hereof.

c. Termination shall not affect the rights of the County under any other section or paragraph herein.

11. Notices. All notices and other communications shall be in writing and shall be sufficiently given and shall be deemed given on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:	Snohomish County Council 3000 Rockefeller Avenue, M/S 610 Everett, Washington 98201 Attention: Jim Martin Legislative Analyst
-------------------	---

If to the Agency:	City of Stanwood 10220 270th Street Stanwood, WA 98292 Attention: Patricia Love
-------------------	--

The County or the Agency may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

12 Waiver. Failure of the County to exercise any rights or remedies under this Agreement shall not be a waiver of any rights or remedies by the County and shall not prevent the County from pursuing those rights or remedies at any future time.

13. Nonassignment. The Agency shall not subcontract, assign or delegate any of the rights, duties or obligations covered by this Agreement without the prior express written consent of the County.

14. Conflicts Between Attachments and Text. Should any conflicts exist between any attached exhibit and schedule and the text of this Agreement, the text shall prevail.

15. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

16 Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Agency, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Agency, as the case may be.

17. Severability. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

18. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

SNOHOMISH COUNTY:

AGENCY: CITY OF STANWOOD

County Council

Leonard Kelley, Mayor

Date: _____

Date: _____

Approved as to form only:

Counsel to the Agency Date

APPENDIX A
SCOPE OF WORK
AND PROJECT BUDGET

AGENCY: City of Stanwood

PROJECT: Church Creek Park Playground and Sport Court Replacement Project

SCOPE OF WORK

1. The Agency will be reimbursed by the County for Project work, including eligible expenses incurred in executing the Project, pursuant to the Agreement in an amount not to exceed the Contract Maximum of \$ 10,000.00.
2. The Agency shall perform play area upgrades at Church Creel Park.

Expenses eligible for reimbursement under the Agreement are defined as those listed in the 'COUNTY' line of the Project Budget below and, to the extent not inconsistent with this Appendix A. Invoices submitted to the County by the Agency will include itemized invoices from third parties, if any, for all eligible expenditures for which the Agency seeks reimbursement. In order to ensure timely closeout of the Project, the Agency shall submit its final invoice to the County no later than thirty (30) calendar days after completion of the Project work to be reimbursed pursuant to this Agreement, PROVIDED THAT, in no event shall billings submitted after that date to be paid by the County and PROVIDED FURTHER, that the aggregate of all billings submitted by the Agency and paid by the County pursuant to this Agreement shall not exceed the Contract Maximum of \$ 10,000.00.

PROJECT BUDGET

Total Project Cost:	\$135,000.00
County SCPP Grant Funds:	\$10,000.00
Supporting entity contribution	\$125,000.00



City of Stanwood, Washington
On-Call Professional Services Master Contract
Task Order Approval Form

The general provisions and clauses of the City of Stanwood Master On-Call Contract shall be in full force and effect for this Task Order.

Name of Consultant: J.A. Brennan and Associates

Term of Master On-Call Contract: Supplement Agreement #1 Contract 2019-14 (Professional Services Agreement 2017-21)

Task Order Number: TO #4: Church Creek Sport Court Project

Project Name: Church Creek Park Sport Court Project

Scope of Services for this Task Order:

Design and engineering services to refurbish or reconstruct the existing sport court to accommodate both basketball and pickleball courts.

Cost of Services: Up to \$10,000

The full scope of services, cost estimate, schedule and rate sheet, if different than approved under the original contract, are incorporated into the this Task Order as Attachment A. The CONSULTANT agrees to perform the scope of services described in Attachment A within the budget noted in this Task Order.

Dated this 19th day of December 2020

CITY OF STANWOOD

By: _____
Leonard Kelley, Mayor

Date: _____

JA BRENNAN AND ASSOCIATES

By: _____
Jim Brennan, Principal

Date: _____

JA Brennan and Associates

Scope of Work with Cost Estimate for Church Creek Park Sport Court

Acrylic Coated CCP-Sport

FILE HOME INSERT PAGE LAYOUT FORMULAS DATA REVIEW VIEW ACROBAT

PROTECTED VIEW Be careful—email attachments can contain viruses. Unless you need to edit, it's safer to stay in Protected View. Enable Editing

M46 : $\sum$ =SUM(M12:M44)

	A	B	C	D	E	F	G	H	I	J	K	L	M
1													
2			Church Creek Park										
3			City of Stanwood										
4			Preliminary Budget Estimate										
5			<u>Planning Level - Conceptual Design</u>										
6													
7			Date: 25-Jul-19										
8													
9			1 Mobilization										
10			Item Description	Quantity	Unit	Unit Costs	Subtotal	Total					
11			1 Mobilization (10%)	10%	%	16,400.00	1,640.00						
12			Estimate Subtotal					1,640.00					
13													
14			2 DEMOLITION & CLEARING										
15			Item Description	Quantity	Unit	Unit Costs	Subtotal	Total					
16			1 Clear, Grub, Haul, & Dump	1	LS	3,000.00	3,000.00						
17			2 Concrete slab repairs	1	LS	1,000.00	1,000.00						
18			Estimate Subtotal					4,000.00					
19													
20			3 GRADING AND EROSION CONTROL										
21			Item Description	Quantity	Unit	Unit Costs	Subtotal	Total					
22			1 Temporary Sedimentation & Erosion Control	0	LS	500.00	0.00						
23			2 Grading (Cut+Fill)	0	CY	10.00	0.00						
24			3 Drainage	0	LS	2,000.00	0.00						
25			4 Fine Grading	1800	SF	0.20	360.00						
26			5 Hydroseeding	3600	SF	0.15	540.00						
27			Estimate Subtotal					900.00					
28													
29			4 SITE FURNITURE										
30			Item Description	Quantity	Unit	Unit Costs	Subtotal	Total					
31			1 Bench	0	EA	1,700.00	0.00						
32			2 Basketball Hoop	1	EA	3,500.00	3,500.00						
33			3 Pickleball Net	1	EA	1,500.00	1,500.00						
34			4 Rebound Net (10' x 10')	1	EA	1,500.00	1,500.00						
35			Estimate Subtotal					6,500.00					
36													
37			5 PARK AMENITIES										
38			Item Description	Quantity	Unit	Unit Costs	Subtotal	Total					
39			1 8' Tall black vinyl coated chain link fence(for pickleball)	0	LF	38.00	0.00						
40			2 Refurbished acrylic surface pickleball court/ half court basket	1	EA	5,000.00	5,000.00						
41			Estimate Subtotal					5,000.00					
42													
43													
44			Estimate Subtotal					5,000.00					
45													
46			Estimate Subtotal					18,040.00					
47			Escalate to 2020 (3% per year)	3%	%	18,040.00	541.20						
48			General Contractor Overhead and Profit	12.5%	%	18,581.20	2,322.65						
49			Sales Tax (Stanwood)	9.1%	%	20,903.85	1,902.25						
50			Design Contingency	10%	%	22,806.10	2,280.61						
51			Location Adjustment (Everett)	0.8%	%	25,086.71	200.69						
52			Design Fees	20%	%	25,287.40	5,057.48						
53			Construction Contingency	10%	%	30,344.88	3,034.49						
54			GRAND TOTAL					33,379.37					
55													
56													
57			ASSUMPTIONS:										
58			COST IN 2019 U.S. DOLLARS										
59													
60													

Church Creek Sport Court

READY Microsoft Edge



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7e

DATE: December 19, 2019

SUBJECT: Washington State Transportation Improvement Board
(T.I.B.) Overlay Grants

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – Funding status form
B—Agreement with the T.I.B.

ISSUE

The issue in front of the city council is whether or not to authorize the Mayor to sign an agreement with the T.I.B. for grant funding of the 276th Street overlay project.

RECOMMENDATION

Authorize the Mayor to sign the agreement with the T.I.B.

SUMMARY

The city was successful in obtaining grant funding from the T.I.B. for paving 276th Street from 80th Avenue to 73rd Avenue.

DISCUSSION

These grants are for 90% of the costs, requiring a 10% match by the city. The total grant funding is \$367,411 and the 10% match will be \$40,823. The matching funds will come from the Transportation Benefit District (TBD). This project is in the City's 2020 budget and Capital Improvement Plan. Along with the paving, approximately 10 ADA ramps will be brought up to current standards.

In the past, the City has partnered with Snohomish County to manage these projects. This year the County has said they will not have an overlay program, so the City will manage these projects internally.

COMMITTEE RECOMEDATION

This has not been to committee.

FISCAL IMPACT

The 10% match of \$40,823 is in the 2020 budget, and will utilize the Transportation Benefit District funds.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to sign the agreement with T.I.B., to accept grant funding for the 276th Street overlay project in the amount of \$367,411.
2. Do not authorize the mayor to sign the agreement with T.I.B. for grant funding.
3. Send the agreement to committee for more discussion.

RECOMMENDED ACTION

AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT WITH THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD TO ACCEPT GRANT FUNDING FOR THE 276th STREET OVERLAY PROJECT.



Transportation Improvement Board

ATTACHMENT A

Project Funding Status Form

Agency Name **STANWOOD**
Project Name: **FY 2021 Overlay Project**
Multiple Locations

TIB Project Number: **3-P-823(006)-1**

Verify the information below and revise if necessary.

Return to: Transportation Improvement Board • PO Box 40901 • Olympia, WA 98504-0901

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
STANWOOD	40,823	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	40,823	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

Signature_____
Date_____
Printed or Typed Name_____
Title

Financial Officer

Signature_____
Date_____
Printed or Typed Name_____
Title



City of Stanwood
3-P-823(006)-1
FY 2021 Overlay Project
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Stanwood
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2021 Overlay Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Stanwood, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$367,411 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

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

3.0 PROJECT DOCUMENTATION

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

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

4.0 BILLING AND PAYMENT

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



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

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

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

7.0 ASSIGNMENT

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

8.0 GOVERNANCE & VENUE

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

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

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

9.2 DEFAULT

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



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

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

9.3 TERMINATION

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

9.4 TERMINATION FOR NECESSITY

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

10.0 USE OF TIB GRANT FUNDS

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

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

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



12.0 INDEPENDENT CAPACITY

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

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

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

14.0 DISPUTE RESOLUTION

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



15.0 ENTIRE AGREEMENT

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

16.0 RECORDS MAINTENANCE

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

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

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7f
DATE: December 19, 2019
SUBJECT: Heritage Park Improvement Project Engineering Services
CONTACT PERSON: Patricia Love, Community Development Director
ATTACHMENTS: A. Contract with PACE Engineers, Inc.

ISSUE

The issue in front of City Council is whether or not to allow the Mayor to sign a contract with PACE Engineers Inc. (formerly SDA) to complete the engineering design and bid specifications for the Heritage Park ball field restoration project.

RECOMMENDATION

Authorize the Mayor to sign a contract with PACE Engineers Inc. to complete the engineering design and bid specifications for Heritage Park Improvements – Phase I.

SUMMARY STATEMENT

The City Council received and accepted a \$350,000 grant from the Washington State Office of Recreation (RCO) for a Youth Athletics Fields (YAF) grant to refurbish one baseball field in Heritage Park.

In order to construct the project, final engineering plans and bid specifications need to be developed. SDA (now PACE Engineering) completed the preliminary design and can prepare the final plans fairly quickly with the intent of starting construction this coming summer/fall.

DISCUSSION

During the 2018 RCO grant round the City applied for a YAF grant to renovate the northwest ball field at Heritage Park. This past legislative session, the Legislature funded YAF grants per the RCO recommendation which included the City's project.

At the August 8, 2019 City Council meeting, the Council accepted the RCO grant. Project elements include:

- Renovating 70,000 square feet of existing field space;
- Resized to 300' from 390' to allow for baseball/softball play for both kids and adults;
- Restores the infield and outfield with new seeding; and
- Provides an improved drainage system so that the field will no longer suffer from unplayable conditions throughout the year.

In addition to the work noted above, staff is investigating the cost to repair the sprinkler system that will be needed to keep the fields in good condition. That work element will be included in the final design.

Depending on the final cost estimate, a second field may be restored. While the RCO grant only provided that one field be improved, the CIP cost estimate included the cost of two fields. Staff is working this project based on Council policy to restore what we have first before building new fields.

FINANCIAL IMPACT

Final design and construction of the Heritage Park Ball Fields project is included in the 2019 – 2020 budget in the amount of \$1,070,000.00.

COMMITTEE RECOMMENDATION

The City Council, Committees and Parks and Trails Advisory Committee have reviewed this project multiple times, including:

- The RCO grant application submittal process in 2017/2018;
- This project was reviewed at the Council's special meeting on July 11, 2019;
- Acceptance of the RCO grant on August 8, 2019.

Once final plans have been prepared, the project will be bid and the Council will make one last decision to accept or reject bids with the intent of starting construction in the summer of 2020.

CITY COUNCIL OPTIONS

- 1) Authorize Mayor Kelley to sign a contract for engineering services with PACE Engineers, Inc. related to the design and preparation of bid specifications for Heritage Park Improvements – Phase I.
- 2) Do not authorize Mayor Kelley to sign a contract for engineering services with PACE Engineers, Inc.
- 3) Direct staff to make changes to the scope of work and/or services provided for in the contract.

RECOMMENDED ACTION

“I MOVE TO AUTHORIZE THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES WITH PACE ENGINEERS, INC. FOR SERVICES RELATED TO THE FINAL DESIGN AND PREPARATION OF BID SPECIFICATIONS FOR THE HERITAGE PARK PROJECT NOT TO EXCEED \$65,000.”

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF STANWOOD WASHINGTON
AND PACE ENGINEERS, INC.
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Stanwood, Washington, a Washington State municipal corporation ("City"), and PACE Engineers, Inc., a Washington Corporation ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding Heritage Park Improvements Phase I Engineering and Design as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

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

III.3 **TERM.** The term of this Agreement shall commence on December 19, 2019, and shall terminate at midnight, January 31, 2021. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 **EMPLOYMENT.**

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

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

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

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

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

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

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

III.6 INDEMNITY.

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

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

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

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

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

III.7 INSURANCE.

a. **Insurance Term**
The Consultant shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein

b. **No Limitation**
Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

described below:

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

d. The minimum insurance limits shall be as follows:

Consultant shall maintain the following insurance limits:

- (1) Comprehensive General Liability. Insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

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

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

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

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

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

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

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

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further

agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

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

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

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and

will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

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

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$65,000.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

b. **Public Records**

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

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

**City of Stanwood
10220 270th St NW
Stanwood, WA 98292**

Notices to the Consultant shall be sent to the following address:

**PACE Engineers, Inc.
1724 W. Marine View Drive, Suite 140
Everett, Washington 98201**

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

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

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

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

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

V.5 **SEVERABILITY**

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 201__.

CITY OF STANWOOD

PACE ENGINEERS, INC.

By _____
Leonard Kelley, Mayor

By _____
Jon Turcott, Senior Principal Engineer

Approved as to form:

Grant K. Weed, City Attorney

Exhibit A
Scope of Services

See Attached



December 12, 2019

Patricia Love
City of Stanwood
10220 270th Street NW
Stanwood, Washington 98292

**Subject: Heritage Park Improvements Phase 1
Final PS&E Design Scoping**

Dear Patricia:

Thank you for selecting PACE's team for design of the improvements to the Heritage Park baseball fields. These improvements are specific to baseball field irrigation, drainage and grading. This scope is specific to Phase 1, which is the west 2 fields (fields 1 and 2), with some minor improvements to field #3. Based on information gathered during our previous meetings and information provided by the City, we have prepared the following scope and fee for a full set of Construction plans with Specifications and a cost estimate (PS&E) design package for the improvements. This will allow the City of Stanwood to advertise the project, hire a contractor and get the improvements constructed.

OVERVIEW

We have been previously contracted to do a site drainage assessment for Heritage Park. During this exercise we found that the existing drainage system under fields 1 and 2 is 90% plugged and not functioning. The existing irrigation system is also dated, has several leaks and deficiencies and is functioning poorly. The objective of the Heritage Park improvement project is to replace the existing field irrigation and drainage systems for field numbers 1 and 2, slightly reconfigure the fields, and install new grass (or turf) and dirt infields. We will design field #1 with a 90' base path (with base path pegs installed at 70' and 60' as well), while keeping the existing side and outfield fencing. Then for field 2 we will design a 70 ft base path (with base path pegs at 65' and 60'). We will design a new outfield fence distance to be 275' R/L foul pole location and 300' center field distance. Both fields will be fitted with a 5 ft wide warning track in front of the outfield fencing.

We will also design a system to tie drainage from the field 3 dugouts to the pump system for field 2, and re-grade the field 3 infield and remove the pitcher's mound.

The following scope of services is intended to deliver a full PS&E design completion plan set and cost estimate for the aforementioned Heritage Park improvements.

Task 201 – Project Management

During the design of the Park improvements, the management of the project sub consultants will be required. PACE will manage these efforts and report progress to the City on a weekly basis, or as

often as is needed during the design effort. This task will include all meetings with the City and sub-consultants necessary to completion of the plans.

Hourly Estimate \$5,000

Task 202 – Grading and Erosion Control

PACE will provide a site grading plan of sufficient accuracy to allow for vertical detail needed for baseball field grading. The grading plan will also have specifications for all fill, backfill and topsoil material placed on the fields. PACE will also provide an erosion control plan consistent with 2005 DOE manual for a Stormwater Pollution and Prevention Plan (SWPPP).

Deliverable for this task will be as follows:

- Grading and erosion control plan, complete with notes and details as needed to perform the specified grading and erosion control work.

Hourly Estimate \$7,000

Task 203 – Site Drainage System Design

With the information acquired from previous drainage system assessments and investigations, PACE will design a drainage system sufficient to drain the baseball fields. This system will be comprised of pipes, cleanouts and which will all flow to a duplexing pump system designed to pump the water to Lovers Lane to the north. The pump system is needed to overcome the lack of grade and freeboard for conventional gravity drainage discharge. Uplift forces due to high groundwater levels will be evaluated.

Deliverable for this task will be as follows:

- Plan view of the field drainage design to include rims and inverts to all cleanouts and grades on all pipes.
- Plan and profile of all pipes and ditches for conveyance to the pump system.
- Siting, plans, specifications and details for the pump system.
- Design memorandum outlining the process for evaluating the design, and conclusions drawn.

Hourly Estimate \$12,000

Task 204 – Field 3 Drainage Connection

At the option of the City of Stanwood, PACE will design a connection for the existing drainage system from field 3 (SE corner) into the new drainage pump system for field #2. We will also include a design that will remove the exiting pitcher's mound and re-grade the infield.

Deliverable for this task will be as follows:

- Plan view of the field drainage design to include rims and inverts to all cleanouts and grades on all pipes.
- Plan and profile of all pipes and ditches for conveyance to the pump system.
- Grading plan for the infield showing removal of the existing pitcher's mound, and final grades of the new infield. Final grades will be as existing.
- Design memorandum outlining the process for evaluating the design, and conclusions drawn.

Hourly Estimate \$5,000

Task 205 – Irrigation Design

This task involves design and plan preparation for the irrigation system needed for field 1. This will include all head locations, pipe sizes, plumbing, valves and accessories needed for a fully functional irrigation system. It is assumed the city has adequate water pressure and infrastructure to the fields. The plan set will be complete with specifications and details for the irrigation system. The Origin Design Group will be the Sub consultant for this work.

Deliverable for this task shall be:

- Irrigation Plan layout.
- Irrigation specifications, notes and details.

Hourly Estimate \$8,000

Task 206 – Cost Estimating

PACE will do an itemized cost estimate for the design presented. Major equipment will be identified, and the manufacturers contracted for budgetary quotes. Piping, valves and catch basins will be itemized, minor piping, conduit, power and control wiring will be covered by industry standard lump sum placeholders. Irrigation installation per the design will also be estimated, both with manual and automated sprinkler control systems.

Itemized cost estimates for each field with:

- Dirt infield
- Grass (seeded) infield
- Grass (sod) infield

Hourly Estimate \$6,000

Task 207 – Construction Plan Assembly

This task will include the assembly of all parts into a full construction plan set.

The deliverables for this task shall be the combination of all deliverables for all tasks, in summary, they include the following:

- Title Sheet
- Standard Notes
- Erosion Control Plan. Format consistent with 2005 DOE manual for a Stormwater Pollution and Prevention Plan (SWPPP)
- Erosion Control Details
- Grading Plan with spot elevations, minimum ground slopes, cross sections and/or profiles as appropriate to convey information
- Grading Details
- Drainage Plan with rim and inverts for all pipes, minimum grades, cross sections and/or profiles as appropriate to convey information.
- Pump System design and details.
- Irrigation design and details, complete with plumbing layout, fixture spacing, zone separation maps and manufacturers specifications.

- Illumination design and details, complete with pole location, fixture count, load needs and lighting at all locations on the fields.
- Assembled and complete plan set as outlined above.
- Design memorandum outlining the design as presented and conclusions drawn.

Hourly Estimate \$19,000

TOTAL FEE SUMMARY

The total estimated fee for Grading, Drainage and Irrigation Design of Heritage Park Phase 1 (100% PS&E) is **\$62,000**. The fee for all sub-consultants includes a 15% markup for taxes and overhead. The fee will be billed hourly not to exceed. The above does not include reimbursable expenses. These are estimated to be \$800, which is for mileage and reprographics.

PHASE 2 – FINAL DESIGN		
Task Description		Fee
Task 201 – Project Management	(hourly estimate)	\$5,000
Task 202 – Grading and Erosion Control	(hourly estimate)	\$7,000
Task 203 – Site Drainage System Design	(hourly estimate)	\$12,000
Task 204 – Field 3 Drainage Connection	(hourly estimate)	\$5,000
Task 205 – Irrigation Design	(hourly estimate)	\$8,000
Task 206 – Cost Estimating	(hourly estimate)	\$6,000
Task 207 – Construction Plan Assembly	(hourly estimate)	\$19,000
100-60% Design Subtotal		\$62,000
<i>CR 12/12/19</i>		

ADDITIONAL SERVICES

Assumptions

A boundary and Topographical survey with a TIN will be provided in AutoCAD format to PACE and will contain all needed City of Stanwood Checklist items typical on a survey base map.

The following items are included in this scope of work:

- Hard copies and electronic copies of all design drawings and reports will be provided to the owner upon request.
- All coordination required with other consultants (structural, geotechnical, illumination, landscape, survey, etc.), City of Stanwood is included in this scope.
- Preparation of the NPDES Notice of Intent (NOI) and publishing.
- Stormwater Pollution and Prevention Plans (SWPPP) as a part of the DOE NPDES Permit.

This scope of work does not include the following items:

- Structural design of vaults, bridges, or buildings
- Traffic Impact Analysis or Studies
- Roadway/Field lighting
- Landscape design other than Irrigation.
- Geotechnical analysis

- Architectural modifications to existing backstops, dugouts, and restrooms.
- Land Surveying
- Environmental or Permit requirements. It is assumed the only permit required is a grading permit from the city of Stanwood. This will be scoped at the final phase of the design.

STANDARD CONTRACT PROVISIONS

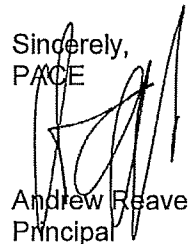
The general understandings applicable to our relationship with you are set forth in the PACE Terms and Conditions that is attached and made a part of this proposal. The Client's particular responsibilities are also set forth in the Terms and Conditions. This proposal, together with the attached PACE Terms and Conditions and PACE Hourly Rate Schedule, represents the entire understanding between our respective companies for this project and can only be modified in writing signed by both companies.

AUTHORIZATION TO PROCEED

If the foregoing meets with your acceptance, please sign one (1) copy of this letter, initial the PACE Terms and Conditions, and return one (1) copy of each for our records as our authorization to proceed with the services stated. PACE looks forward to working with you.

If you have any questions or need additional information, please call us at 425.486.6533, ext. 1514, or email me at andyre@paceengrs.com.

Sincerely,
PACE


Andrew Reaves, PE
Principal

Attachments: PACE Hourly Rate Schedule, Terms and Conditions

Acknowledgement and Authorization to Proceed:

The undersigned hereby acknowledges this agreement and has authority to act on behalf of the Client and authorizes PACE to proceed accordingly.

Name (Printed)

Title

Signature

Date



WASHINGTON
2019 HOURLY RATE SCHEDULE
 Effective January 1, 2019

Engineers | Planners | Surveyors

<u>DESCRIPTION</u>	<u>HOURLY RATE</u>
1. Office Tech I, Expediter I	\$ 52.00
2. Office Tech II, Expediter II	\$ 68.00
3. Office Tech III, Intern, Jr. CAD Tech, Jr. Inspector, Engineer Tech, Survey Tech I	\$ 85.00
4. Jr. Planner, CAD Tech, Sr. Office Tech, Inspector, Designer, Engineer Tech I, Survey Tech II	\$ 96.00
5. Jr. Engineer, Designer I, Inspector I, CAD Tech I, GIS Tech, Planner, Project Administrator, Survey Tech III	\$ 110.00
6. Engineer I, Planner I, GIS Analyst I, Designer II, CAD Tech II, Inspector II, Sr. Project Administrator, Survey Tech IV	\$ 122.00
7. Engineer II, Planner II, GIS Analyst II, Designer III, CAD Tech III, Inspector III, Survey Tech V	\$ 134.00
8. Engineer III, Project Designer, Planner III, GIS Analyst III, Sr. CAD Tech, Sr. Inspector, Party Chief	\$ 146.00
9. Sr. Engineer, Project Designer I, Sr. Planner, Project Surveyor, Robotic & Operator, Project CAD Tech, Sr. GIS Analyst, Sr. Project Inspector, BIM/CAD Mgr	\$ 156.00
10. Project Engineer, Project Designer II, Project Planner, Sr. Project Surveyor, Sr. Project GIS Analyst, Structural Engineer, GPS & Operator	\$ 168.00
11. Sr. Project Engineer, Sr. Structural Engineer, Sr. Project Designer, Sr. Project Planner, IT Manager, Survey Project Manager, 3D Scanning & Operator	\$ 180.00
12. Project Manager, Planning Project Manager, Principal Surveyor	\$ 192.00
13. Sr. Project Manager Sr. Principal Surveyor, Two-Person Crew	\$ 205.00
14. Principal Engineer, Principal Planner, Sr. Two-Person Crew	\$ 220.00
15. Senior Principal Engineer, Senior Principal Planner	\$ 235.00

REIMBURSABLES

A. Subconsultants, Professional and Technical	Cost + 15%
B. Maps, reports, materials, permit fees, express delivery and messenger, pass-through bills, and similar items necessary for work in progress	Cost + 15%
C. Technology expenses associated with computers, software, electronic distance measuring devices, telephone, cell phone, photo copies, standard survey supplies and transportation and standard postage will be invoiced as a Technology Charge	2% of labor billing
D. Out-of-Town travel per diem and cost of commercial transportation	Cost + 10%
E. Transportation within 30 Mile Radius *	No Charge
Transportation beyond 30 Mile Radius – Automobile	\$ 0.60 per mile
* On job inspection mileage will be billed	\$ 0.60 per mile
F. Special Equipment/Software	
Special Software for Modeling/Analysis	\$ 10/hour
Large Format Blueprints and Reproduction – Bond	\$ 0.50/sq ft
Large Format Blueprints and Reproduction – Mylar	\$ 1.50/sq ft
Color Copies – In-house (8½ x 11)	\$ 0.25/page
G. Expert Witness	Rate x 1.5

- Notes: ¹ All payment is due within 30 days from date of invoice. A monthly service charge of 1% will be added on all accounts older than 30 days.
- ² The foregoing schedule of charges is incorporated into the agreement for the services provided effective January 1, 2019. After December 31, 2019, invoices will reflect the schedule of charges in effect at that time.
- ³ PACE's rates include professional liability insurance coverage for claims up to \$2 million. Clients can purchase additional coverage for cost and upfront payment of \$5,000 per additional \$1 million of insurance up to a maximum of \$5 million.



PACE Engineers, Inc.
Terms and Conditions for Professional Services
Everett, Washington

Effective June 2018

CLIENT: City of Stanwood

Contract/Proposal Date: December 12, 2019

TERMS AND CONDITIONS OF AGREEMENT

CLIENT and PACE Engineers, Inc. (PACE) agree that the following provisions shall be a part of their agreement.

1. **SERVICES TO BE PROVIDED.** PACE agrees to provide the CLIENT, for the CLIENT's sole benefit and exclusive use, the consulting services identified in PACE's proposal (Scope of Services and Fee). The Proposal, together with these Terms and Conditions, form the Agreement under which the services will be performed and shall have control over any other forms of agreements unless specifically modified in writing and signed by PACE and the CLIENT. If a service is not specifically identified in the proposal, it is expressly excluded. PACE shall have no other obligations, duties or responsibilities except as specifically provided in the Agreement.
2. **STANDARD OF CARE.** PACE's services will be performed in a manner consistent with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality. When the findings and recommendations of PACE are based on information supplied by the CLIENT and/or others, such findings and recommendations are correct to the best of PACE's knowledge and belief. No warranty, express or implied, is made or intended by this agreement, or by the foregoing statement of the applicable standard of care, or by providing consulting services, or by furnishing oral or written reports of findings made. No entity other than the CLIENT or PACE shall be construed as a beneficiary to this Agreement.
3. **INSURANCE COVERAGE.**¹ PACE is protected by Worker's Compensation insurance as required by applicable state laws and will maintain employer's liability coverage. During the performance of this Agreement, PACE will maintain professional liability insurance with a limit of not less than \$2 million on a claims made, annual aggregate basis, and commercial general liability and automobile liability insurance each with a limit of not less than \$2 million on an occurrence basis. (See footnote.¹)
4. **RISK ALLOCATION.** In recognition of the relative risks, rewards, and benefits of the project to both the CLIENT and PACE, the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, PACE's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from PACE's negligent acts, shall not exceed ten times our fee or \$500,000, whichever is less. Such claims are limited to PACE's negligent errors and omissions, strict liability, and breach of contract.
5. **INDEMNIFICATION.** The CLIENT shall indemnify and hold harmless PACE and all its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent acts, errors and omissions, and/or strict liability of the CLIENT, or anyone directly or indirectly employed by the CLIENT (except PACE).
6. **LIENS.** PACE reserves the right to file a Notice of Intent to Lien and/or Lien throughout the life of the project. This action protects PACE's right of payment for services rendered.
7. **SERVICES BY CLIENT.** The CLIENT will provide PACE legal access to the project site, obtain all permits, and provide all legal services in connection with the project. The CLIENT shall pay the costs of review and inspection fees, zoning application fees, soils engineering fees, testing fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the Scope of Services.
8. **ADDITIONAL SCOPE OF SERVICES.** From time to time, the CLIENT may request PACE to perform additional services that are not included in the original Scope of Services. It is understood the CLIENT will pay for all services provided that are outside the original Scope of Services that have been requested by the CLIENT or the CLIENT's representative. PACE will provide notice on services being requested that are outside the original Agreement. Upon receipt of notification of services being performed by PACE that PACE feels are outside the original Scope of Services, the CLIENT shall immediately notify PACE in writing if the CLIENT takes exception to the additional services being done or that the service is outside the original Scope of Services. Otherwise, it is understood that the CLIENT agrees to pay a reasonable cost for all additional services being performed by PACE. If PACE's professional services are suspended for longer than six months, PACE is entitled to the additional costs associated with that delay. In addition, if the project duration extends significantly longer than the project duration identified in the Scope of Services, PACE is entitled to additional compensation associated with the increased project duration. If the project is required to meet new code requirements after the submittal is complete, PACE is entitled to additional compensation to meet those new requirements.
9. **SERVICES DURING CONSTRUCTION.** Any construction observation, inspection, or testing provided by PACE is for the purpose of determining compliance by contractors with the functional provisions of project documents only. The CLIENT agrees that PACE will have no inspection responsibilities at the jobsite except to the extent specifically provided for in the agreed upon Scope of Services. PACE shall not be held in any way to guarantee any contractor's work, nor to assume responsibility for means, methods, or appliances used by any contractor, nor to assume responsibility for a contractor's compliance with laws and regulations, or for contractor's errors, omissions, or defective work. Any Punch List created is not intended to be inclusive of all potential items and does not relieve the Contractor of their obligation. If services during construction are required, the CLIENT shall have PACE listed as an additional insured on the Contractor's insurance policy. CLIENT shall absolve PACE of any liability arising from any design changes, design interpretations, or answers to Contractor questions to which PACE is not a party.
10. **TERMINATION OF SERVICES.** This agreement may be terminated by the CLIENT or PACE with ten (10) days' written notification. In the event of termination, the CLIENT shall pay PACE for all the services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses. In the event of termination by PACE, PACE will transfer copies of all instruments of service to date to the CLIENT and provide a summary on the status of the project.
11. **OWNERSHIP OF DOCUMENTS.** All documents, electronic or otherwise, produced by PACE under this agreement are protected and shall remain the property of PACE and may not be used by the CLIENT for any other endeavor without the written consent of PACE.
12. **TERMS OF PAYMENT.** The CLIENT will be invoiced each month following commencement of work. Full payment must be received by PACE within thirty (30) days of the date of such invoice. Any retainers shall be credited on the final invoice.
13. **LATE PAYMENTS.** Accounts unpaid thirty (30) days after the invoice date will be subject to a monthly service charge of 1.0% on the then unpaid balance. In the event that collection proceedings are required, the CLIENT will also be responsible to pay the costs and attorneys' fees incurred by PACE, whether or not suit is brought, in both trial and appellate courts, and in connection with any bankruptcy or reorganization proceedings. It is PACE's policy to utilize Professional Service Liens to help secure payment of accounts that are unpaid sixty (60) days or more. The CLIENT will be responsible to pay the fees incurred in securing and releasing Liens filed on late payments.
14. **EFFECT OF INVOICE.** The work performed shall be deemed approved and accepted by the CLIENT as and when invoiced unless the CLIENT objects within fifteen (15) days of invoice date by written notice, specifically stating the details in which the CLIENT believes such work is incomplete or defective, and the invoice amount(s) in dispute. The CLIENT shall pay undisputed amount(s) as provided for in the preceding paragraph.

¹ NOTE: PACE carries professional liability insurance for claims up to \$2 million. PACE will extend coverage should the CLIENT desire increased coverage up to \$5 million for a payment of \$5,000 per additional million dollars of coverage.

15. **SUSPENSION OF WORK / WITHHOLDING OF WORK PRODUCT.** Failure by the CLIENT to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at PACE's discretion. PACE, without any liability to PACE, reserves the right to withhold any services and instruments of service herein contemplated pending payment of the CLIENT's outstanding indebtedness or advance payment if required by PACE. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the Scope of Services. PACE is not obligated to provide services in excess of the authorized budget.
16. **APPLICABLE LAWS.** Unless otherwise specified, this agreement shall be governed by the laws of the state of Washington. Any legal proceedings arising from this Agreement shall be filed in King County, Washington. The prevailing party shall be responsible to pay the costs including reasonable attorney fees based on percent of negligence.
17. **DISPUTE RESOLUTION.** All disputes arising out of, or related to, this Agreement, except those related to nonpayment of invoices, shall be submitted first to nonbinding mediation as a condition precedent to litigation. If any dispute submitted to mediation is not successfully resolved, the matter may be resolved through litigation in accordance with Item 16. **APPLICABLE LAWS.**
18. **SEVERABILITY AND SURVIVAL.** In the event that any provision of this Agreement shall be held invalid and unenforceable by a decision of the competent jurisdiction, the remaining provisions shall be valid and binding. All items of the Agreement allocating or limiting liability shall survive the services hereunder and the termination of this Agreement.
19. **FORCE MAJEURE.** Neither party shall be responsible for damages or delays caused by events beyond the control of either party that could not reasonably have been anticipated or prevented. Should a Force Majeure event occur, the parties shall mutually agree on the terms and conditions upon which the services may be continued.

Signature _____



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7g
DATE: December 19, 2019
SUBJECT: Parks and Trails Advisory Committee Resolution
CONTACT PERSON: Carly Ruacho, Senior Planner
ATTACHMENTS: A – Resolution 2019-14

ISSUE

The issue before Council is to consider establishing the Parks and Trails Advisory Committee on a permanent basis.

RECOMMENDATION

Approve Resolution 2019-14 establishing the Parks and Trails Advisory Committee including appointment terms and responsibilities.

SUMMARY

The Parks and Trails Advisory Committee was established in 2016 to act as a liaison between the community and the City regarding parks and trails planning and development issues. The purpose of the Committee is to:

1. Provide a communication link between the city and the Stanwood/Camano community on parks and trail issues.
2. Advise the City on implementation of the various parks and trails plans.
3. Review and make recommendations regarding city park and trails facilities to include land acquisition, development, financing, programing and capital improvement needs.
4. Advise the city on grant applications for 1) special events grants that benefit Stanwood and 2) small capital projects grants benefiting Stanwood parks and trails.

Resolution 2019-14 would establish four year appointment terms for Committee members, although three members will have two year initial terms so that reappointment of Committee members will be staggered in the future.

DISCUSSION

Both City staff and the Parks and Trails Advisory Committee have expressed interest in continuing their partnership. City staff values the perspective of the Committee parks and trail issues within the City system. The Committee reviewed the draft resolution establishing the Committee on a permanent basis including the four year member terms at their November 18, 2019 meeting and unanimously supported the resolution as drafted.

FISCAL IMPACT

There is minimal direct fiscal impact in staff time to prepare agendas and minutes, etc. Any projects recommended by the Committee will be subject to future budget processes and will be decided on a case by case basis through budget review.

COMMITTEE RECOMMENDATION

The Community and Economic Development Committee reviewed the resolution on November 14, 2019 and recommended to establish the Parks and Trails advisory Committee on a permanent basis. The Committee recommended at least 3 members of the Parks and Trails Advisory Committee be Stanwood residents. Staff is proposing to maintain the 4 member majority for Stanwood residents as that has been the practice since the group's inception in 2016.

CITY COUNCIL OPTIONS

1. Approve Resolution 2019-14, establishing the Parks and Trails Advisory Committee.
2. Do not approve Resolution 2019-14, and continue Committee appointments on a year-to-year basis.
3. Amend Resolution 2019-14, and establish the Parks and Trails Advisory Committee for a different limited-term basis.

RECOMMENDED MOTION

I MOVE TO ADOPT RESOLUTION 2019-14, ESTABLISHING THE PARKS AND TRAILS ADVISORY COMMITTEE ON A PERMANENT BASIS.

RESOLUTION 2019-14

A RESOLUTION OF THE CITY OF STANWOOD, WASHINGTON ESTABLISHING A PARKS AND TRAILS ADVISORY COMMITTEE

WHEREAS, the City of Stanwood recognizes the importance of Stanwood Parks and Trails to local Stanwood residents, as well as those of the surrounding community; and

WHEREAS, a comprehensive Parks Plan was adopted in 2018 outlining Stanwood's future park needs; and

WHEREAS, a non-motorized trails plan was completed in November 2016 which identified recommended improvements for existing parks and trails; and

WHEREAS, the City has a robust capital improvement program related to developing and maintaining parks; and

WHEREAS, the Parks and Trails Advisory Committee has been meeting regularly pursuant to Rules of Procedure, Rule 29, adopted by Resolution 2014-02 and the Stanwood Municipal Code since November 2016; and

WHEREAS, the Parks and Trails Advisory Committee has made recommendations on various park and trail planning issues and projects over the last 3 years; and

WHEREAS, the Parks and Trails Advisory Committee could provide increased assistance if the role and responsibilities of the group were further defined; and

WHEREAS, the City Council desires to engage the Parks and Trails Advisory Committee on a permanent basis to provide recommendations on all aspects of parks and trails planning and development processes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STANWOOD, WASHINGTON AS FOLLOWS:

Section 1 Formation of Parks and Trails Advisory Committee. The City Council of the City of Stanwood, Washington hereby establishes a Parks and Trails Advisory Committee (PTAC) with the following organization, roles, and responsibilities.

1. Establishment

The Stanwood City Council hereby permanently established the Parks and Trails Advisory Committee whose responsibility it is to advise the Mayor and City Council on matters pertaining to park development, use and maintenance.

2. Membership Term

The Parks and Trails Advisory Committee members shall serve four (4) year terms as follows:

- a. The Committee shall consist of seven (7) voting members, representing a cross section of the Stanwood/Camano community, appointed by the Mayor with City Council ratification.
- b. Initial terms shall be staggered so that the entire committee does not change at the same time in the future.
 - i. Four (4) members shall be assigned to an initial four (4) year term.
 - ii. Three (3) members shall be assigned to an initial two (2) year term.
 - iii. All terms become four (4) year terms after the initial terms expire.

3. Composition of the Committee

- a. A minimum of four (4) members shall be Stanwood residents.
- b. The remaining members may be comprised of residents from within the Stanwood/Camano area.

4. Staffing

The Community Development Department shall staff the Committee unless otherwise determined by the Mayor and/or City Administrator.

5. Meeting

The Committee shall meet at least six (6) times per year at a time and place established by the Committee.

6. Responsibilities

The Parks and Trails Advisory Committee shall be an advisory body to the Stanwood Mayor and City Council and whose general responsibilities include:

- a. Provide a communication link between the city and the Stanwood/Camano community on parks and trail issues.
- b. Advise the City on implementation of the various parks and trails plans.
- c. Review and make recommendations regarding park and trail facilities including: land acquisition, development, financing, programing and capital improvement needs.
- d. Advise the city on park related grant applications.
- e. Make recommendations on work programs, policy issues and amendments to the Municipal Code related to parks.

PASSED by the City Council and APPROVED by the Mayor this 19th day of December, 2019.

CITY OF STANWOOD

By _____
Leonard Kelley, Mayor

ATTEST:

APPROVED AS TO FORM:

By _____
David Hammond, City Clerk

By _____
Grant Weed, City Attorney



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7h

DATE: December 19, 2019

SUBJECT: Snohomish County Health Board Appointment

CONTACT PERSON: Sara Robinson, Deputy Clerk

ATTACHMENTS: A – Board of Health Appointment Letter
B – Snohomish Health Board Letter

ISSUE

Should Council authorize the mayor to sign a letter (Attachment A) designating Town of Darrington Mayor Dan Rankin to serve as the city's representative to the Snohomish County Board of Health for 2020?

SUMMARY STATEMENT

Each year, cities within the Snohomish Health District are required to name a representative to the 15-member Health Board. The Health District is divided into 5 regions. Darrington, Granite Falls, Arlington, and Stanwood are in District 1.

Mayor Dan Rankin has served as the city's representative since 2016, and has expressed interest in representing the District 1 residents in 2020 as well.

Certifications must be made by the Mayor or City Manager of the appointing city in a letter to the Health District (Attachment A).

DISCUSSION

The Snohomish Health District was created in 1959 under Washington State Law (RCW 70.46) as the municipal corporation responsible for public health in Snohomish County.

The mission of the Health District is to improve the health of individuals, families, and communities through disease prevention, health promotion, and protection from environmental threats.

A 15-member Board of Health oversees the budget and policies of the Health District. All five Snohomish County Council members sit on the Board of Health, together with ten city council members or mayors representing the 20 incorporated cities and towns in

the county. Public meetings of the Board of Health are held monthly. The Snohomish Health District provides a wide range of programs and services that protect and promote the public health in many ways. The main focus of these programs and services is preventing injury and disease.

FISCAL IMPACT

Since the recommendation is to designate Darrington Mayor Dan Rankin, there is no fiscal impact to the City of Stanwood associated with the appointment. The city would have minor travel expenses if a City of Stanwood councilmember or Mayor Kelley were named to the Board.

OPTIONS

1. Designate Darrington Mayor Dan Rankin to serve as the City of Stanwood's representative to the Snohomish County Board of Health for the year 2020. This action indicates the city council supports Mayor Dan Rankin's nomination to represent the City of Stanwood and the other District 1 cities on the Snohomish County Board of Health.
2. Name another councilmember or mayor to serve as the City of Stanwood's representative to the Snohomish County Board of Health for 2020. The city council may want to nominate a mayor or different councilmember from a District 1 city to serve on the Board of Health in 2019. The city council may have a more qualified candidate in mind as the city's representative.
3. Do not designate Darrington Mayor Dan Rankin to serve as the City of Stanwood's representative to the Snohomish County Board of Health for the year 2020. Direct staff to areas of concern. The city council may want additional information about the nominating process or the candidate before making a final decision on the city's representative to the Board of Health.

RECOMMENDED MOTION

I MOVE TO CONFIRM THE MAYOR'S SIGNATURE ON A LETTER DESIGNATING DARRINGTON MAYOR DAN RANKIN AS THE CITY'S REPRESENTATIVE TO THE SNOHOMISH COUNTY BOARD OF HEALTH FOR 2020.



City of Stanwood

10220 270th Street NW
Stanwood, Washington 98292
(360) 629-2181

December 19, 2019

Shawn Frederick, Interim Administrator
Snohomish Health District
3020 Rucker Avenue Suite 306
Everett, WA 98201

Re: Snohomish County Health Board District 1 Representative

Dear Administrator Frederick,

The City of Stanwood hereby designates Town of Darrington Mayor Dan Rankin to serve as the City's representative to the Snohomish County Board of Health for the year 2020.

If you have any questions, please contact City Administrator Jennifer Olson at 360.629.2181.

Sincerely,

Mayor Leonard Kelley



November 25, 2019

The Honorable Leonard Kelley
City of Stanwood
10220 270th St. NW
Stanwood, WA 98292

Re: Annual Certification of Board of Health Representative

Dear Mayor Kelley:

Last year the Board of Health passed Res. 18-26 (attached) amending language to the Snohomish Health District Charter regarding membership and city representation. As noted in last year's letter dated December 12, 2018, the amended language establishes a more clearly defined process of selection and membership for Board of Health positions for smaller cities and towns. It also implements a rotation amongst the cities in each County Council district on an annual or semi-annual basis. Res. 18-26 became effective January 1, 2019, and the appointment of the 2019 representative was the start of the rotation cycle.

Per the Health District Charter, the largest city within each Council district appoints a Board of Health representative in accordance with each city's procedure for making such appointments. Marysville is the largest city in District 1 and appoints its own representative.

For the remaining cities, the Charter now calls for the cities and towns in each Council district to select a single representative **by majority vote of those cities**. Stanwood shares its representation on the Board with the other cities and towns in District 1 – Arlington, Darrington, and Granite Falls. The current representative for District 1 is Darrington Mayor Dan Rankin, who remains eligible to serve in 2020. Mayor Rankin also serves on the Public Health Program Policy Committee.

The Board sets local public health policy and oversees the operations of the Health District. In addition to attending monthly Board of Health meetings, Board members serve on one of three committees. These committees meet regularly and address topics such as budgeting, Board governance, and policy matters.

Certification must occur before representatives can assume their seat on the Board. It's our hope that Stanwood, Arlington, Darrington, and Granite Falls can, by majority vote, certify their representative **by Monday, January 13**. If not, the incumbent continues as a voting member of the Board until the certification process is complete in District 1.

Please mail your city's certification letter signed by you or your city manager to me at the address below or via email to lcarr@snohd.org.

Thank you for your assistance with this process, Mayor Kelley. If you have any questions, please call me at (425) 339-8687.

Sincerely,

Shawn Frederick, Interim Administrator

Attach: Board of Health Res. 18-26
cc: Stanwood City Council



SNOHOMISH HEALTH DISTRICT
RESOLUTION OF THE BOARD OF HEALTH

RESOLUTION NUMBER: 18-26

RESOLUTION SUBJECT: AMENDING ARTICLE III OF THE CHARTER OF THE
SNOHOMISH HEALTH DISTRICT ADDRESSING BOARD OF
HEALTH MEMBERSHIP AND CITY REPRESENTATION

WHEREAS, members of the Board of Health are selected to ensure geographic representation of the entire County, including one County Council member from each of the five County Council Districts, one city council member from the largest city in each of the five County Council Districts, and one elected representative selected from among the smaller cities and towns in each of the five County Council Districts; and

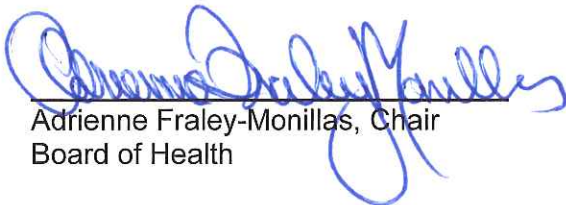
WHEREAS, smaller cities and towns in the county have not had a clear or consistent means of selecting a representative from each of the five County Council Districts that provides fair opportunities for representation; and

WHEREAS, the Board of Health desires to establish a more clearly defined process that includes fair and balanced representation and an opportunity for all smaller cities and towns to participate on the Board of Health;

NOW, THEREFORE, BE IT RESOLVED that the Board of Health for the Snohomish Health District does hereby amend Article III of its Charter as set forth in Exhibit A attached hereto relating to the Board of Health membership and establishing a more clearly defined process of selection and membership for Board of Health positions for smaller cities and towns in each of the five County Council Districts;

AND, BE IT FURTHER RESOLVED that this amendment takes effect January 1, 2019.

ADOPTED this 11th day of December 2018.



Adrienne Fraley-Monillas, Chair
Board of Health

ATTEST:



Jefferson S. Ketchel, MA, RS
Administrator

EXHIBIT A

ARTICLE III – MEMBERSHIP

1. Board Membership. The Board of Health shall be composed of a total of 15 members, with 3 members geographically from each of the 5 Snohomish County Council Districts.
 - (a) One Snohomish County Council member shall represent each of the 5 County Council Districts.
 - (b) The largest city within each of the 5 County Council Districts, as determined by the most recent official population numbers from the State of Washington, shall select one Board of Health representative from the city's council.
 - (c) The cities and towns within each of the 5 County Council Districts, other than the largest city, shall collectively select one Board of Health representative from among their elected mayors and Council members. Selection of the representative shall be in accordance with sections 3(b) below.
2. When any city has residents within more than one County Council District, that city shall be considered to belong to the Council District wherein the majority of the city's population resides.
3. Selection Procedure for City/Town Representatives/Certification
 - (a) The largest city within each County Council District shall appoint a Board of Health representative in accordance with each city's procedure for making such appointments. The representative appointed shall be certified annually by the mayor or city manager as properly appointed in a letter to the Health District.
 - (b) Cities and towns other than the largest within each County Council District jointly shall annually select a single representative by a ~~method of their choosing~~ majority vote of all cities and towns but excluding the largest city within the County Council District. If eligible, the Board position shall continue to be held by the incumbent until the appointment and certification for the ensuing year. In the event of a tie vote the Chair of the Board of Health shall cast the deciding vote by coin toss at a meeting that's open to the public. This representative shall be jointly certified annually by the mayors or city managers as properly appointed in a letter to the Health District. Provided, however, in County Council Districts where there is more than one small city or town, no representative of a city or town shall serve more than two consecutive years unless, where applicable, a majority plus one of the cities and towns eligible to vote (a super majority) agree to such additional year or years of service. Where a super majority is not applicable, because of the number of small cities and towns in a County Council District, a unanimous vote shall be required to authorize more than two consecutive years. The filling of a vacancy for a partial term of office shall be counted as one year of the two consecutive years maximum. Once a

representative of an eligible city or town has served on the Board of Health the next selection of a representative shall be from a different city or town within the County Council District until all cities and towns have had an opportunity to serve. Once all cities and towns within the Council District have had an opportunity for a representative of their city or town to serve, the order of selection from all cities and towns shall be repeated in the same order. If a city or town declines to offer an elected mayor or councilmember to serve on the Board of Health, a representative from another city or town shall be considered. No city or town shall have a representative appointed for subsequent terms to the Board of Health until all cities and towns within a County Council District have had an opportunity for a representative to serve.

- (c) Certification of representatives must occur before representatives can assume their seat on the Board of Health.

4. Terms of Office.

- (a) The term of office for Snohomish County Council members shall be that of each member's term of office on the County Council.
- (b) No specific term of office shall be established for representatives of ~~any city or group of cities or towns~~ the largest city within a County Council district. The term of office for the smaller cities and towns in each County Council District shall be as set forth in section 3(b) above. Such representatives to the Board of Health shall serve pursuant to appointments made by their respective cities and towns, and annual certification by the respective mayor(s) or city manager(s).
- (c) Membership on the Board of Health of an individual shall continue until the date on which the successor to the seat has been appointed or has assumed elected office and, in the case of representatives from cities and towns, certification as described in 3. above has been received by the Health District; PROVIDED, that should a member no longer hold the public office which qualifies such person for membership, or should a member resign from the Board of Health, membership ceases with the effective date of leaving office or resignation. In such cases, a representative from the same city or town from which the position on the Board of Health was vacated shall be appointed by that city or town to fill the remainder of the term on the Board of Health. If no representative from the same city or town offers to serve, the cities and towns shall by majority vote select a representative from another city or town. The filling of a vacancy for a partial term of office shall be counted as one year of the two consecutive years maximum.
- (d) Execution of an Oath of Office is required of each member of the Board of Health at the beginning of the term of office.



**CITY OF STANWOOD
CITY COUNCIL
STAFF REPORT**

ITEM NUMBER: 7i

DATE: December 19, 2019

SUBJECT: Ordinance 1484 –Correction of Ordinance 1479 Related to Imposition of Lodging Tax

CONTACT PERSON: David A. Hammond, Finance Director/City Clerk

ATTACHMENTS: A – Proposed Ordinance 1484 Related to Imposition of Lodging Tax

ISSUE

The issue before the council is to approve the first and second reading and final adoption of Ordinance 1484, Related to Imposition of Lodging Tax, creating a new fund and establishing an advisory committee.

RECOMMENDATION

Conduct first and second reading and final adoption of Ordinance 1484, Related to Imposition of Lodging Tax, creating a new fund and establishing an advisory committee.

DISCUSSION

The ordinance approved by Council on October 24th of this year had a technical error that resulted when staff provided an incorrect version, which imposed a lodging tax rate of seven percent, vs. the statutorily allowed rate of two percent. This is not how the ordinance was discussed in the staff report and as discussed by the City Council and clearly did not fulfill the intent of the City Council when approved.

Because of the clerical nature of this correction and in order to ensure it is receive by the Department of Revenue's deadline, staff requested and received authority from the Finance Committee Chair, the Mayor and the Mayor Pro Tem to approve the first and second reading in a single council meeting.

FINANCIAL IMPACT

None, this Ordinance simply corrects the ordinance approved two months ago that cited an incorrect rate.

CITY COUNCIL OPTIONS

1. Approve first and second reading and final adoption of Ordinance 1484 – Related to Imposition of Lodging Tax, creating a new fund and establishing an advisory committee.
2. Do not approve first and second reading and final adoption of Ordinance 1484 – Related to Imposition of Lodging Tax, creating a new fund and establishing an advisory committee.

RECOMMENDED MOTION

I MOVE TO APPROVE THE FIRST AND SECOND READING AND FINAL ADOPTION OF ORDINANCE 1484- RELATED TO IMPOSITION OF LODGING TAX, CREATING A NEW FUND AND ESTABLISHING AN ADVISORY COMMITTEE.

**CITY OF STANWOOD
WASHINGTON**

ORDINANCE NO. 1484

AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON, ADOPTING A NEW CHAPTER 3.36 RELATED TO THE IMPOSITION AND COLLECTION OF A LODGING TAX, CREATING A NEW CITY FUND AND ESTABLISHING AN ADVISORY COMMITTEE; AND ESTABLISHING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, State law allows for the imposition, collection, and disbursement of a lodging tax subject to the terms of Chapters 67.28 and 82.08 RCW for the purpose of tourism promotion; and

WHEREAS, the City Finance and Community Development Committees have reviewed and recommended the imposition, collection, and disbursement of a lodging tax; and

WHEREAS, the Council reviewed the recommendations of the Finance Committee and the Community Development Committee at their September 26th, 2019 regular meeting and adopted Ordinance No. 1479 to impose, collect, and disburse a lodging tax for purposes of tourism promotion on October 24, 2019;

WHEREAS, further clarification and modification of the amount of tax to be collected is necessary as set forth in this Ordinance No. 1484

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

Section 1. Section 3.36.010 entitled "RCW 67.28.180 tax levied – Amount" of the Stanwood Municipal Code is hereby amended to read as follows:

3.36.010 RCW 67.28.180 tax levied – Amount.

There is hereby created a special excise tax of seven two percent on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapters 67.28 and 82.08 RCW. ~~Of This tax, two percent is assessed pursuant to the terms of RCW 67.28.180., two percent is assessed pursuant to the terms of RCW 67.28.181(1) and three percent is assessed pursuant to the terms of RCW 67.28.181(2).~~ The tax imposed under this section applies to the sale of or charge made for the furnishing of lodging by a hotel, motel, rooming house, tourist court, or trailer camp, and the granting of any similar license to use real property as distinguished from the renting or leasing of real property. It shall be presumed that the occupancy of

real property for a continuous period of one month or more constitutes a rental or lease of real property and not a mere license to use or enjoy the same

Section 2. Severability. The various parts, sections and clauses of this ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

Section 3. Effective Date. This Ordinance shall take effect from and after five (5) days after its passage and publication as required by law.

PASSED AND APPROVED by the Stanwood City Council this ____ day of _____ 2019.

CITY OF STANWOOD

Leonard Kelley, Mayor

ATTEST:

By: _____
David Hammond, City Clerk

APPROVED AS TO FORM:

By: _____
Grant Weed, City Attorney

Date of Publication: _____

Effective Date: _____



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7j

DATE: December 19, 2019

SUBJECT: Perteet Inc., Supplemental Agreement No. 10-90th Ave NW Extension

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A - Supplement Agreement No. 10-90th Ave NW Extension
B-Scope and fee Perteet
C-Scope and fee HWA

ISSUE

The issue in front of the City Council is whether or not to authorize the mayor to sign Supplemental Agreement Number 10 (Attachment A) with Perteet Inc. for work associated with 90th Avenue and Viking Way extensions.

The purpose of the supplement is to change the contract ending date to December 31, 2020, and increase the contract amount by \$82,837 to provide enough funding to get the project through bidding and services during construction in 2020.

SUMMARY STATEMENT

The City awarded a design contract to Perteet Engineering on March 26, 2015. The city received two grants for the project - \$140,000 federal funding through STP for design and \$350,000 from the Puget Sound Regional Council (PSRC) through the Rural Town Centers and Corridors program for right-of-way acquisition.

The City met with Washington State Department of Transportation (WSDOT) representatives in late July to review 30% design drawings and get feedback from WSDOT before completing the design work. WSDOT requested the city perform a traffic analysis to determine how the proposed right-in, right-out extension to SR532 could affect traffic flow. Since a traffic analysis was not included in the original proposal because city staff had understood, based on early discussions with WSDOT staff, that the right-in-right-out extension was the preferred alternative the city council approved Supplemental Agreement Number 1 on September 10, 2015 to increase the contract by \$16,497 to complete the traffic analysis. The traffic study was submitted to WSDOT in

October 2015. In February 2016 the city received notice that WSDOT had denied the city's access from 90th Avenue NW to SR532.

City staff met with representatives from Snohomish County and Puget Sound Regional Council (PSRC) on March 11, 2016 to discuss changing the scope of the project to retain the grant.

After further discussion between the City, WSDOT, PSRC, and Snohomish County, it was agreed that the best option moving forward would be for the City to pursue a change in scope of the project to remove the intersection of SR 532 and 90th Ave NW and extend the project limits along Viking Way. The change in scope was approved and the new alignment is for Viking Way to be extended east to 88th Avenue. Since this process took extra time Supplemental Agreement Number 2 was approved by Council March 24, 2016 to extend the contract date to April 1, 2017.

With the scope change and contract extension Council approved Supplemental Agreement Number 3 on April 14, 2016 to transfer money within the contract to reflect that a channelization plan and other work associated with the project extending to SR532 were no longer needed and the funding would be used elsewhere.

Also, since the change in scope changed the project limits and potential design layout, Council approved Supplemental Agreement Number 4 May 12, 2016 increasing the contracted amount with Perteet by \$37,203 to a not to exceed amount of \$332,719.

The delay in obtaining a response from WSDOT concerning the Break in Limited Access significantly modified the original project schedule. The ROW funding needed to be obligated by December 31, 2016 and with the new layout additional work needed to be completed. Perteet and Universal Field Services worked hard to make sure the funding was obligated in time.

Supplemental Agreement Number 5 was to increase the contract by \$106,159 and authorize a new maximum payable in the amount of \$438,878. This was to allow for Universal Field Services to continue with appraisals, negotiations and offers to the affected properties and for the City to obtain necessary ROW.

Supplemental Agreement Number 6 was needed to conduct a noise study that WSDOT has recently requested and required. The cost to complete the noise study was \$15,294 and brought the new not to exceed total to \$454,172.

Supplemental Agreement Number 7 was a no cost time extension to December 31, 2017.

Supplemental Agreement Number 8 was related to the 90th Avenue/Viking Way extension project ROW acquisition taking place. Perteet along with Universal Field Services Inc. were pursuing ROW acquisition and 90% plans were being completed. There was a contract end date of December 31, 2018 that was going to be surpassed and so the contract end date was extended to allow for the project to continue. Due to

the increased amount of time and negotiations with property owners, costs continue to increase and the contract amount was increased \$42,802.

Supplemental Number 9 was a no cost time extension to December 31, 2019.

Supplemental Number 10 will provide additional coordination with granting agencies, construction support services, geotechnical work and as-built drawings. This supplemental will extend the contract to December 31, 2020 and increase the contract amount by \$82,837.

DISCUSSION

This supplemental agreement will increase the contract by \$82,837, which will bring the total up to \$579,811.

FINANCIAL IMPACT

Below is a table showing the contract history and financial impacts

	Description	Contract Amount	Approved by Council
Original Contract		\$279,019	
Supplemental 1	Add Task 19 Traffic Analysis	\$16,497	September 10, 2015
Subtotal		\$295,516	
Supplemental 2	Contract extension from April 2016 to April 2017	\$0	March 28, 2016
Supplemental 3	Add Task 20 Scope change	\$0	April 14, 2016
Supplemental 4	Viking Way design east of 90 th Ave NW	\$37,203	May 12, 2016
Supplemental 5	ROW acquisition	\$106,159	August 11, 2016
Supplemental 6	Noise study	\$15,294	November 10, 2016
Supplemental 7	Contract extension May 2017 thru Dec 2017	\$0	April 27, 2017
Supplemental 8	Add Task 19, Maximum Extent Feasible (MEF)	42,802	December 14, 2017
Supplemental 9	Contract extension	\$0	December 13, 2018
Supplemental 10	Tasks 18, 20 and 21	\$82,837	
Total		\$579,811	

COMMITTEE RECOMMENDATIONS

This has not been through committee.

CITY COUNCIL OPTIONS

1. Authorize the mayor to sign Supplemental Agreement Number 10 with Perteet, Inc. to extend the contract from December 31, 2019 to December 31, 2020, and increase the contract amount by \$82,837.

This alternative indicates the city council supports continuing the project.

2. Do not authorize the mayor to sign Supplemental Agreement Number 10 and direct staff to areas of concern.

The city council may wish to review the scope of work, term, and cost estimate prior to approving Supplemental Agreement Number 10.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN SUPPLEMENTAL AGREEMENT NUMBER 10 WITH PERTEET, INC. EXTENDING THE CONTRACT TERM TO DECEMBER 31, 2020 AND INCREASING THE CONTRACT AMOUNT BY \$82,837.


**Washington State
Department of Transportation**

Supplemental Agreement Number <u>10</u>		Organization and Address Perteet, Inc. 2707 Colby Avenue, Suite 900 Everett, WA 98201 Phone:	
Original Agreement Number 2015-22			
Project Number	Execution Date March 27, 2015	Completion Date December 31, 2020	
Project Title 90th Ave. N.W. Extension - Viking Way		New Maximum Amount Payable \$579,811	
Description of Work See attached Exhibit "A-1", Scope of Services			

The Local Agency of City of Stanwood

desires to supplement the agreement entered in to with Perteet, Inc.

and executed on March 27, 2015 and identified as Agreement No. 2015-22

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See attached Exhibit "A-1", Scope of Services

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: December 31, 2020

III

Section V, PAYMENT, shall be amended as follows:

These additional services will cause an increase in the amount of \$82,837.00 for a new Maximum Amount Payable of \$579,811.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Perteet, Inc.

Consultant Signature

By: City of Stanwood

Approving Authority Signature

Date

90th Ave. N.W. Extension - Viking Way

Exhibit "A"

Summary of Payments

	Basic Agreement	Supplement #1	Supplement #2 Time Extension	Supplement #3 Fund Task Reallocation	Supplement #4	Supplement #5	Supplement #6	Supplement #7 Time Extension	Supplement #8	Supplement #9 Time Extension	Supplement #10	Total
Direct Salary Cost	\$ 75,358	\$ 5,378			\$ 12,876	\$ 5,051	\$ 430		\$ 9,461		\$ 17,518	\$ 126,072
Overhead (Including Payroll Additives)	\$ 130,874	\$ 9,340			\$ 22,362	\$ 8,772	\$ 747		\$ 16,431		\$ 33,149	\$ 221,675
Direct Non-Salary Costs	\$ 48,672	\$ 58			\$ 11,189	\$ 90,720	\$ 13,979		\$ 3,882		\$ 26,564	\$ 195,064
Fixed Fee	\$ 24,115	\$ 1,721			\$ 4,120	\$ 1,616	\$ 138		\$ 3,028		\$ 5,606	\$ 40,344
Management Reserve	\$ -								\$ 10,000			\$ 10,000
Unused Funds Deduction					\$ (13,344)							\$ (13,344)
Total	\$ 279,019	\$ 16,497			\$ 37,203	\$ 106,159	\$ 15,294		\$ 42,802		\$ 82,837	\$ 579,811

**EXHIBIT A-1
Scope of Work
City of Stanwood
90th Avenue NW Extension**

During the term of this Contract, Perteet Inc. (CONSULTANT) will perform professional services for the City of Stanwood (CITY), as detailed below:

INTRODUCTION

The 90th Avenue NW roadway extension project will construct a new roadway (90th Avenue NW) from 271st Street NW to Viking Way and construct a new roadway (Viking Way) from 90th Avenue NW to 88th Avenue NW.

GENERAL SCOPE OF SERVICES

This supplement (No. 10) to the previous contract covers additional effort required to complete the project.

Federal funds will be used in the planning, design, and/or construction of the project. Accordingly, the CONSULTANT will use procedures outlined in the WSDOT Local Agency Guidelines (LAG Manual) during development of the project.

The work includes supplements to the following tasks:

Task 18 – Traffic Analyses & Grant Assistance (Supplement)
Task 20 – Construction Design Support (New Task)
Task 21 – Record Drawings (New Task)

TIME FOR COMPLETION

The CONSULTANT will complete all work under this supplement by December 31, 2020.

Task 18 – Traffic Analyses & Grant Assistance (Supplement)

The CONSULTANT shall provide services as needed to assist the CITY in coordinating with granting agencies. Work is likely to include responding to requests for information from WSDOT and assisting filling out Local Agency Agreement (LAA) forms and Project Prospectus forms.

Assumptions:

- Work under this task will be limited to the task budget of 20 hours.
- If during the course of coordinating with the granting agencies the CONSULTANT and CITY determine together that the task budget is not adequate a supplement will be necessary.

Deliverables:

- Meetings and coordination with the granting agencies as required.
- Granting forms transmitted via electronic mail.

Task 20 – Construction Phase Design Support (New Task)

The scope of construction support services to be provided by Perteet for the federally funded 90th Ave NW Extension project is summarized below. These services will provide support to the City and the construction management consultant for this phase of the work. Perteet's support will include project management, meetings and correspondence, review of submittals and RFI's, all as requested by City, and as detailed below.

General Assumptions

- Construction documentation by Perteet will be prepared using WSDOT forms from the Local Agency Guidelines (LAG) manual in anticipation of a post-project audit by WSDOT. The construction management consultant will be responsible for the maintenance of the construction documentation delivered by Perteet.
- The level of effort for each task is limited to the amount of labor and expenses indicated in the attached budget. Additional effort beyond these limits will be considered Extra Work.
- For the following services, labor allowances are an estimate only. The level of effort required for this work cannot be accurately predicted as it depends on issues outside of the Consultant control. Some of these issues include quality of Contractor submittals, number of submittals and if multiple reviews are required and unforeseen conditions at the site. Allowance for multiple submittals due to unacceptable quality of the submittals is not included in the Labor Hours estimate.
- The construction management consultant will be responsible for overall construction management. Perteet will not participate in the daily construction observation activities.

PROJECT ADMINISTRATION & MANAGEMENT

- This will include:
 - Project staff management and coordination with outside consultants and services
 - Control of project budget and schedule
- Preparation of monthly invoices and progress reports.
- Close project and coordinate archiving of project material.

CONSTRUCTION DESIGN SUPPORT

- Attend the project Preconstruction Conference. The construction management consultant will prepare the meeting agenda and meeting notes and distribute copies of meeting minutes to all attendees.
- Process and Review Submittals as requested by the City. Maintain a submittal tracking system to assure timely responses and minimize potential delays. Return submittals to the City upon completion of the review process. Up to twenty (20) submittals are included in the budget.
- Interpretation of Contract Documents. Receive and log requests for information (RFIs) from the Construction Contractor as provided by the City. Transmit to the City responses regarding design details. Coordinate evaluation and approval of significant design deviations as requested by the City. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Construction Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Up to ten (10) RFIs are included in the budget.

- Assist the City as requested with Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to the City, as appropriate, and prepare Change Orders and Work Directives as required. Up to five (5) change orders or work directives are included in the budget.
- Weekly meetings. Attend up to ten (10) weekly construction meetings as requested by the City. The construction management consultant will prepare meeting agendas and meeting notes.

GEOTECHNICAL CONSTRUCTION SUPPORT

- Review Contractor's submittals and respond to RFIs that relate to our geotechnical recommendations.
- Review plans and contractor information in preparation for site inspections.
- Visit the site for inspection & testing (compaction) of base course placement for pavement, trench backfill and below grade structures pad and backfill (assume 5 visits).
- Visit the site for inspection of subgrade preparation for pavement, utility trenches and below grade structures (assume 5 visits).
- Prepare and review daily field reports for each site visit to document our observations.
- provide Geotechnical engineering support during constructions to manage poor soils conditions.
- Provide project management for the above tasks.

The estimated level of effort for this task is shown on the attached worksheet. It is anticipated that as the Construction Manager, the construction management consultant will take the responsibility for the majority of decisions regarding modifications to the contract documents that are anticipated to be necessary. They will do so with the overall goal of delivering the project within the bid amount.

Task 21 – Record Drawings (New Task)

The consultant shall prepare Record Drawings at the completion of the project. The City will provide Contractor prepared marked-up drawings, inspector's field notes and other available information. The Consultant shall use these materials to prepare the Record Drawings. This task includes one draft submittal of Record Drawings for City's review and one revision based on City comment.

Assumptions

- A preliminary budget has been established for this task. Prior to starting this task, the CONSULTANT shall review the available information, and provide the City with an estimate of the level of effort required to complete the work.
- This task assumes the Contractor prepared marked-up drawings will include specific information for the curb ramps, including, but not limited to, critical elevations and slopes as needed for the Record Drawings.

Deliverables

- One full-size (22"x34") set of Record Drawings
- PDF of Record Drawings

Schedule

Perteet anticipates that work associated with this supplement will be complete by December 31, 2020

The budget identified for construction support is an estimate only, and may require adjustment. If this becomes necessary, Perteet shall inform the construction management consultant in a timely fashion to allow the construction management consultant an opportunity to authorize additional expenditure to provide additional services. The additional services will be billed at the hourly rates established in the base agreement.

Consultant Fee Determination Summary



2707 Colby Avenue, Suite 900, Everett, WA 98201 | P 425.252.7700

Project: 90th Ave. N.W. Extension - Viking Way - Supplement No. 10

Client: City of Stanwood

Hourly Costs Plus Fixed Fee Estimate			
<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal	16.00	93.00	\$1,488
Sr. Associate	16.00	67.00	\$1,072
Lead Engineer / Mgr	96.00	47.00	\$4,512
Lead Engineer / Mgr	156.00	52.00	\$8,112
Lead Technician/Designer	56.00	37.00	\$2,072
Accountant	8.00	32.75	\$262
Total Direct Salary Costs	348.00		\$17,518
Overhead @		189.23%	\$33,149
Fixed Fee @		32.00%	\$5,606
Total Labor Costs			\$56,273

Reimbursables			
<u>In-House Costs</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
Mileage - \$.58	1,200	\$0.580	\$699.00
Total In-House Costs			\$699.00

Subconsultants			
<u>Subconsultants</u>	<u>Cost</u>	<u>Markup</u>	<u>Amount</u>
HWA GeoSciences Inc	\$25,865.00	1.00	\$25,865.00
Total Subconsultants	\$25,865.00		\$25,865.00

Other	
Management Reserve	\$0.00
Total Other Costs	\$ 0.00

CONTRACT TOTAL	\$82,837.00
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Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment in June of each calendar year.

Prepared By: Dustin I DeKoekkoek

Date: December 9, 2019



Project	90th Ave NW Extension - Suppl #10	Contract Start Date	12/31/2019	Last Update date	12/6/2019
Client	City of Stanwood	Contract End Date	12/31/2020	Perteet Project No.	20140144.000S1
PM	Dustin DeKoeckoe	Contract Duration:	12 Months		0

Task	Billing Rate	Principal	Sr. Associate	Lead Engineer / Mgr	Lead Engineer / Mgr	Lead Technician/ Designer	Accountant	Total Hours	Labor Dollars
Task 18 - Traffic Analyses & Grant Assistance (Supplement)		\$93.00	\$67.00	\$52.00	\$47.00	\$37.00	\$32.75	20.00	\$1,040.00
Total Task 18 - Traffic Analyses & Grant Assistance (Supplement)	0.00	0.00	0.00	20.00	0.00	0.00	0.00	20.00	\$1,040.00
Task 20 - Construction Design Support									
Task 20.1 - PM	8.00			32.00			8.00	48.00	\$2,670.00
Task 20.2 - Construction Administration	8.00		16.00	100.00	80.00	40.00		244.00	\$12,256.00
Task 20.3 - Geotechnical Construction Support									
Task 21 - Record Drawings				4.00	16.00	16.00		36.00	\$1,552.00
Total Task 20 - Construction Design Support	16.00	16.00	16.00	136.00	96.00	56.00	8.00	328.00	\$16,478.00
Total Hours	16.00	16.00	16.00	156.00	96.00	56.00	8.00	348.00	
Total Dollars	\$1,488.00	\$1,072.00	\$8,112.00	\$4,512.00	\$2,072.00	\$262.00			\$17,518.00

Expenses:	
Mileage - \$.58	699
Totals:	699

Subconsultant Fees:	Cost	Markup	Bill
HWA GeoSciences Inc	25,865		25,865
Totals:	25,865		25,865

SUMMARY			
Direct Salary Cost			\$17,518.00
Overhead Cost	189.23 %		\$33,149.00
Fee 32%			\$5,606.00
Labor			\$56,273.00
Expenses			\$699.00
Subconsultants			\$25,865.00
CONTRACT TOTAL			\$82,837.00

Project Cost Estimate
90th Avenue NW Extension
Geotechnical Services During Construction
Stanwood, Washington



GEOSCIENCES INC.
DEBENHBE

HWA Ref: 2015-016 Task 200
Date: 26-Nov-19
Revised Date: 4-Dec-19
Prepared By: SRB

- Proposed Scope of work:**
- Review Contractor's submittals and respond to RFIs that relate to our geotechnical recommendations.
 - Review plans and contractor information in preparation for site inspections.
 - Visit the site for inspection of subgrade preparation for pavement, utility trenches and below grade structures (assume 5 visits).
 - Visit the site for inspection & testing (compaction) of base course placement for pavement, trench backfill and below grade structures pad and backfill (assume 5 visits).
 - Prepare and review daily field reports for each site visit to document our observations.
 - Provide Geotechnical engineering support during constructions to manage poor soils conditions.
 - Provide project management for the above tasks.

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	2020 PERSONNEL & HOURLY BILLING RATES							TOTAL AMOUNT
	Principal	Sen Engr	Proj Mng	Engineer I	Geologist V	Geologist III	Contract Admin.	
	\$91.50	\$72.00	\$55.00	\$35.50	\$40.00	\$34.00	\$37.00	
Plies Peak Reservoir Replacement - Geotechnical Support Services during Construction								
1) Pre-Construction meeting			4					\$220
2) Review contractor submittals/RFIs		4	8					\$728
3) Review information for site inspection and coordinating inspection			1		5			\$255
4) Inspection of subgrade for pavement, utilities and below grade structures (assume 5 visits)			5			50		\$1,975
5) Inspection of placement and testing of structural fill beneath pavement, utilities and below grade structures (assume 5 visits)			5			50		\$1,975
6) Miscellaneous Geotech Support	2	5	23				6	\$1,808
7) Project Management			12					\$882
TOTAL LABOR:	2	9	54	0	5	100	6	\$7,623

LOADED LABOR:

Estimated Direct Salary Based on 2020 Rates	\$7,623
Overhead at 1.7544 of Direct Salary	\$13,374
Profit Multiplier at 30% of Direct Salary	\$2,287
TOTAL LABOR COST:	\$23,284

Material Testing - LABORATORY TESTING ESTIMATE:

LABORATORY EXPENSE DESCRIPTION	Est No. Tests	Unit Test Cost	TOTAL
Imported aggregate acceptance testing (3 samples, SE, PF, and GS)	3	\$305	\$915
Proctor tests for backfill materials (2 imported aggregate)	3	\$250	\$750
LABORATORY TOTAL:			\$1,665

ESTIMATED DIRECT EXPENSES:

Mileage @ \$0.58/mile	\$517
Nuclear gauge rental (\$40/Day) Assuming 10 days	\$400
TOTAL DIRECT EXPENSES:	\$917

PROJECT TOTALS AND SUMMARY:

Total Labor	\$23,284
Laboratory Testing	\$1,665
Direct Expenses	\$917
ESTIMATED PROJECT TOTAL:	\$25,865

Assumptions:

1. All hours and items are estimated, and may be increased or decreased within the limits of the budget at the discretion of HWA's project manager.
2. This is an estimate. The actual cost of the work will depend on the Contractor's methods and equipment, conditions encountered, the rate of construction, weather, and other factors beyond our control.
3. The HWA work scope does not include safety assessment.
4. No night or weekend work will be required.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7k

DATE: December 19, 2019

SUBJECT: Posting lot line survey of Ovenell Park property

CONTACT PERSON: Carly Ruacho, Senior Planner

ATTACHMENTS: A – David Evans and Associates, Inc. Contract

ISSUE

The issue in front of the council is whether or not to enter into a contract with David Evans and Associates, Inc. to perform a posting lot line survey of the Ovenell Park property eastern lot line (south of Saratoga Drive).

RECOMMENDATION

Authorize the Mayor to sign a contract with David Evans and Associates, Inc. to perform a posting lot line survey at Ovenell Park.

SUMMARY STATEMENT

In 2018 the City identified an encroachment problem between the Ovenell park property and the adjacent property to the east (south of Saratoga Drive). Evidence indicates the encroachment began sometime after December 2009. A survey was prepared showing the encroachment, but the property has not been staked to provide an on the ground visual of where the line physically exists. To move forward with the encroachment conversation with the adjacent property owners, the city has obtained a quote to stake the property line based on the original survey.

DISCUSSION

Staff prepared a contract with David Evans and Associates, Inc. to perform the necessary surveying and staking. This firm is very familiar with the property and the encroachment issue as they performed the prior survey in conjunction with the City's purchase of the Ovenell property in 2014. The contract, totaling approximately \$4,000, if approved, would be paid out of the Community Development Department's professional services budget.

Once the property is formally staked, staff will continue the conversation with the adjacent property owner on a potential resolution of the encroachment issue. Resolution options will be brought back to the Council for formal action.

FINANCIAL IMPACT

The third quarter financial report shows that there is over \$30,000 remaining in the Community Development Department's professional services line item so no budget amendment would be required to cover the proposed expense.

COMMITTEE RECOMMENDATIONS

The Community Development Committee discussed this issue at their November 14, 2019 meeting and the committee supports the proposal to survey the boundary line.

CITY COUNCIL OPTIONS

1. Authorize contract for Ovenell property lot line survey/staking.
2. Do not authorize contract for Ovenell property lot line survey/staking.
3. Remand issue back to committee for further discussion.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE MAYOR KELLEY TO SIGN A CONTRACT WITH DAVID EVANS AND ASSOCIATES, INC. FOR THE NECESSARY POSTING LOT LINE SURVEY WORK AT OVENELL PARK FOR THE ESTIMATED \$3,943 (NOT TO EXCEED \$5,000).

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF STANWOOD WASHINGTON
AND DAVID EVANS AND ASSOCIATES INC.
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Stanwood, Washington, a Washington State municipal corporation ("City"), and David Evans and Associates Inc., an Oregon corporation ("Consultant")

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

ARTICLE I. PURPOSE

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

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

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

III.3 **TERM.** The term of this Agreement shall commence on December 20, 2019, and shall terminate at midnight, December 31, 2020. The parties may extend the term of this Agreement by written mutual agreement.

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

III.5 **EMPLOYMENT.**

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

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

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

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

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

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

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

III.6 INDEMNITY.

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

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

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

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

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

III.7 INSURANCE.

a. **Insurance Term**
The Consultant shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein

b. **No Limitation**
Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

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

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

Consultant shall maintain the following insurance limits:

- (1) Comprehensive General Liability. Insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

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

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

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including

but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

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

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

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

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

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

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

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

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City unless such disclosures are required by law, rule, regulation, court order or government investigation.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

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

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$5,000.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. Public Records

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

ARTICLE V. GENERAL

V.1 NOTICES. Notices to the City shall be sent to the following address:

**City of Stanwood
10220 270th St NW
Stanwood, WA 98292**

Notices to the Consultant shall be sent to the following address:

**David Evans and Associates, Inc.
20300 Woodinville Snohomish Road NE, Suite A
Woodinville, WA 98072**

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

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

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

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

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

V.5 SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall

not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

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

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

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

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

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

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

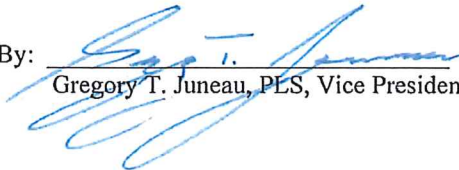
V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 201__.

CITY OF STANWOOD

DAVID EVANS AND ASSOCIATES, INC.

By: _____
_____, Mayor

By: 

Gregory T. Juneau, PLS, Vice President

Approved as to form:

Grant K. Weed, City Attorney

Exhibit A
Scope of Services

See Attached

SCOPE OF WORK

Ovenell Property, City of Stanwood

POSTING LOT LINE SURVEY-Easterly Line of the "House Parcel"**This task includes:**

- Posting of the easterly lot boundary line will be based on a Record of Survey prepared by DEA, job no. 14-068. The survey will be performed under generally accepted survey practices and is a professional interpretation of this information.

Assumptions:

- No discrepancies per RCW 58.09 are discovered in the course of the field survey (discrepancies may include new or missing monuments, departure from proportionate measure solutions, encroachments and overlaps, or excessive departures from dimensions stated in the public record). If these discrepancies are found during the performance of this survey, Consultant will prepare and record a Record of Survey as required by RCW 58.09. An additional fee will be charged if a Record of Survey is required.
- Controlling boundary property corners are readily accessible. This task assumes one hour for a field survey crew to recover said monuments. If in the course of this research monuments are not found or are not within said tolerances, an additional fee may be required.

FIXED FEE: \$2280.00

RECORD OF SURVEY (IF REQUIRED):

ADDITIONAL FIXED FEE: \$1663.00



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8b

DATE: December 19, 2019

SUBJECT: Authorize Mayor to sign a contract with the low bidder for the SR532 Berm project

CONTACT PERSON: Kevin Hushagen

ATTACHMENTS: A: Bid tab
B: Contract

ISSUE

The issue in front of the council is to authorize the Mayor to sign a contract with the low bidder for the SR532 Berm project.

SUMMARY STATEMENT

At their September 12, 2019 meeting Council authorized the Mayor to sign a loan agreement with Snohomish County to fund the construction of the SR532 Berm.

DISCUSSION

With design and permits having all been completed staff put the project out to bid November 18th with bids due back on December 11th. Construction is anticipated to start in early spring with a 60 completion period.

FINANCIAL IMPACT

The project was included in the rate study conducted by the FCS group. There is \$130,000 in the 2020 budget for a principal and interest payment, however in the first year an interest only payment will be made. .

RECOMMENDED MOTION

“I MOVE TO AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH THE LOWEST RESPONSIVE BIDDER FOR THE SR532 BERM PROJECT.”

City of Stanwood - SR 532 Flood Berm and Bike/Pedestrian Path Estimate

Item No.	Spec. Reference	Item	Unit	Quantity	Unit Cost	Engr. Est.	Unit Price	Extended Amount	Unit Price	Extended Amount
1	1-04.11	MOBILIZATION	L.S.	1	\$ 77,000.00	\$ 77,000.00	\$ 79,450.00	\$ 79,450.00	\$ 70,000.00	\$ 70,000.00
2	1-07.15 (1)	SPCC PLAN	L.S.	1	\$ 2,000.00	\$ 2,000.00	\$ 941.00	\$ 941.00	\$ 800.00	\$ 800.00
3	2-01.5	CLEARING AND GRUBBING	AC.	0.96	\$ 5,000.00	\$ 4,800.00	\$ 15,227.00	\$ 14,617.92	\$ 15,000.00	\$ 14,400.00
4	7-04.5	CORRUGATED POLYETHYLENE STORM SEWER PIPE 8 IN. DIAM.	L.F.	41	\$ 60.00	\$ 2,460.00	\$ 62.00	\$ 2,542.00	\$ 28.00	\$ 1,148.00
5	7-04.5	CORRUGATED POLYETHYLENE STORM SEWER PIPE 12 IN. DIAM.	L.F.	62	\$ 60.00	\$ 3,720.00	\$ 66.00	\$ 4,092.00	\$ 39.00	\$ 2,418.00
6	7-01.5	CORRUGATED POLYETHYLENE STORM SEWER PIPE 18 IN. DIAM.	L.F.	146	\$ 70.00	\$ 10,220.00	\$ 77.00	\$ 11,242.00	\$ 48.00	\$ 7,008.00
7	7-04.5	UNDERDRAIN PIPE 8 IN. DIAM.	L.F.	200	\$ 40.00	\$ 8,000.00	\$ 23.00	\$ 4,600.00	\$ 35.00	\$ 7,000.00
8	7-05.5	CATCH BASIN TYPE 1	EA.	2	\$ 2,500.00	\$ 5,000.00	\$ 1,547.00	\$ 3,094.00	\$ 1,600.00	\$ 3,200.00
9	7-04.5	CHECK VALVE 8 IN. DIAM.	EA.	2	\$ 1,500.00	\$ 3,000.00	\$ 1,575.00	\$ 3,150.00	\$ 1,200.00	\$ 2,400.00
10	7-04.5	CHECK VALVE 18 IN. DIAM.	EA.	4	\$ 4,000.00	\$ 16,000.00	\$ 4,415.00	\$ 17,660.00	\$ 4,800.00	\$ 19,200.00
11	7-04.5	CULVERT DEBRIS CAGE	EA.	3	\$ 1,500.00	\$ 4,500.00	\$ 670.00	\$ 2,010.00	\$ 580.00	\$ 1,740.00
12	7-04.5	CLEANOUT	EA.	4	\$ 1,000.00	\$ 4,000.00	\$ 509.00	\$ 2,036.00	\$ 450.00	\$ 1,800.00
13	7-05.5	CATCH BASIN TYPE 2 54 IN. DIAM. FLOW RESTRICTOR	EA.	2	\$ 7,500.00	\$ 15,000.00	\$ 4,601.00	\$ 9,202.00	\$ 5,600.00	\$ 11,200.00
14	6-20.5	MSE RETAINING WALL	S.F.	4540	\$ 65.00	\$ 295,100.00	\$ 54.00	\$ 245,160.00	\$ 43.00	\$ 195,220.00
15	6-20.5	WALL UNSUITABLE FOUNDATION	L.F.	275	\$ 125.00	\$ 34,375.00	\$ 63.00	\$ 17,325.00	\$ 60.00	\$ 16,500.00
16	4-04.5	CRUSHED SURFACING TOP COURSE	TON	610	\$ 35.00	\$ 21,350.00	\$ 33.00	\$ 20,130.00	\$ 42.00	\$ 25,620.00
17	5-04.5	HMA CL. 3/8" PG 64-22	TON	280	\$ 120.00	\$ 33,600.00	\$ 146.00	\$ 40,880.00	\$ 145.00	\$ 40,600.00
18	4-04.5	MODIFIED PERMEABLE BALLAST	TON	1250	\$ 35.00	\$ 43,750.00	\$ 21.00	\$ 26,250.00	\$ 54.00	\$ 67,500.00
19	8-15.5	QUARRY SPALLS	TON	40	\$ 50.00	\$ 2,000.00	\$ 90.00	\$ 3,600.00	\$ 54.00	\$ 2,160.00
20	2-03.5	ROADWAY EXCAVATION INCL. HAUL	C.Y.	1420	\$ 15.00	\$ 21,300.00	\$ 16.00	\$ 22,720.00	\$ 26.00	\$ 36,920.00
21	2-03.5	EMBANKMENT COMPACTION	C.Y.	1460	\$ 5.00	\$ 7,300.00	\$ 15.00	\$ 21,900.00	\$ 4.00	\$ 5,840.00
22	2-03.5	COMMON BORROW INCL. HAUL	C.Y.	400	\$ 15.00	\$ 6,000.00	\$ 32.00	\$ 12,800.00	\$ 19.00	\$ 7,600.00
23	8-01.5	EROSION CONTROL AND WATER POLLUTION PREVENTION	L.S.	1	\$ 7,500.00	\$ 7,500.00	\$ 7,557.00	\$ 7,557.00	\$ 7,000.00	\$ 7,000.00
24	8-01.5	SILT FENCE	L.F.	1370	\$ 5.00	\$ 6,850.00	\$ 6.00	\$ 8,220.00	\$ 5.00	\$ 6,850.00
25	8-01.5	STABILIZED CONSTRUCTION ENTRANCE	S.Y.	350	\$ 25.00	\$ 8,750.00	\$ 17.00	\$ 5,950.00	\$ 9.00	\$ 3,150.00
26	8-01.5	UPLAND SEED MIX	AC.	0.80	\$ 5,000.00	\$ 4,000.00	\$ 9,486.00	\$ 7,588.80	\$ 9,000.00	\$ 7,200.00
27	8-02.5	WETLAND BUFFER ENHANCEMENT	L.S.	1.00	\$ 40,000.00	\$ 40,000.00	\$ 51,336.00	\$ 51,336.00	\$ 56,000.00	\$ 56,000.00
28	1-10.5 (1)	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.	1	\$ 64,000.00	\$ 64,000.00	\$ 53,714.00	\$ 53,714.00	\$ 87,000.00	\$ 87,000.00
29	8-21.5	PERMANENT SIGNING	L.S.	1	\$ 3,500.00	\$ 3,500.00	\$ 2,232.00	\$ 2,232.00	\$ 4,600.00	\$ 4,600.00
30	6-21.5	STRUCTURE DEWATERING	DAY	15	\$ 2,500.00	\$ 37,500.00	\$ 427.00	\$ 6,405.00	\$ 125.00	\$ 1,875.00
31	8-12.5	FENCING	L.F.	1200	\$ 35.00	\$ 42,000.00	\$ 33.00	\$ 39,600.00	\$ 33.00	\$ 39,600.00
32	8-30.5	BENCH	EA.	1	\$ 2,500.00	\$ 2,500.00	\$ 1,185.00	\$ 1,185.00	\$ 3,500.00	\$ 3,500.00
33	8-20.5	ADJUST JUNCTION BOX	EA.	5	\$ 400.00	\$ 2,000.00	\$ 950.00	\$ 4,750.00	\$ 300.00	\$ 1,500.00
34	1-05.4	ROADWAY SURVEYING	L.S.	1	\$ 12,000.00	\$ 12,000.00	\$ 7,142.00	\$ 7,142.00	\$ 8,800.00	\$ 8,800.00
35	2-09.5	SHORING OR EXTRA EXCAVATION CLASS B	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$ 3,861.00	\$ 3,861.00	\$ 4,500.00	\$ 4,500.00
36	1-09.6	UNKNOWN UTILITY REPAIR	DOL	10000	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00
37	1-05.5	AS-CONSTRUCTED DRAWINGS	L.S.	1	\$ 5,000.00	\$ 5,000.00	\$ 2,790.00	\$ 2,790.00	\$ 500.00	\$ 500.00
38	1-09.6	ROADSIDE CLEANUP	DOL	5000	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
Total Bid Incl. Sales Tax per Section 1-07.2(1)						\$ 882,000		\$ 782,732.72		\$ 787,349.00

FABER CONSTRUCTION
131 East Grover St.
Lynden, WA 98264
(360) 354-3500
Addenda 1&2

Trimaxx Construction
12903 Wayward Way
Sedro-Woolley, WA 98284
(425) 508-4781
Addenda 1&2

REECE CONSTRUCTION 13869 45th Ave NE PO Box 1531 Marysville, WA 98270 (360) 659-9600 Addenda 182			MARSHBANK CONSTRUCTION 3304 Old Hartford Rd PO Box 97 Lake Stevens, WA 98258 (425) 377-9708 Addenda 182			KONNERUP CONSTRUCTION PO Box 882 Stanwood, WA 98292 (425) 550-0847 Addenda 182			SRV CONSTRUCTION PO Box 507 Anacortes, WA 98221 (360) 675-7100 Addenda 182			DUNGENESS CONSTRUCTION 977 Sandy Point Road Langley, WA 98260 (360) 221-8982 Addenda 182			TAYLOR'S EXCAVATORS, INC. 3134 266th St NW Stanwood, WA 98292 (360) 629-3078 Addenda 182		
Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
\$ 32,000.00	\$ 32,000.00	\$ 64,700.00	\$ 64,700.00	\$ 50,000.00	\$ 50,000.00	\$ 29,350.00	\$ 29,350.00	\$ 65,000.00	\$ 65,000.00	\$ 75,000.00	\$ 75,000.00	\$ 800.00	\$ 800.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
\$ 800.00	\$ 800.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 150.00	\$ 150.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 37,000.00	\$ 37,000.00	\$ 35,520.00	\$ 35,520.00	\$ 6,500.00	\$ 6,240.00
\$ 65.00	\$ 2,665.00	\$ 70.00	\$ 2,870.00	\$ 60.00	\$ 2,460.00	\$ 36.00	\$ 1,476.00	\$ 50.00	\$ 2,050.00	\$ 35.00	\$ 1,435.00	\$ 65.00	\$ 2,665.00	\$ 70.00	\$ 2,870.00	\$ 35.00	\$ 1,435.00
\$ 87.00	\$ 5,394.00	\$ 70.00	\$ 4,340.00	\$ 70.00	\$ 4,340.00	\$ 54.00	\$ 3,348.00	\$ 52.00	\$ 3,224.00	\$ 50.00	\$ 3,100.00	\$ 91.00	\$ 13,286.00	\$ 70.00	\$ 4,340.00	\$ 95.00	\$ 13,870.00
\$ 47.00	\$ 9,400.00	\$ 15.00	\$ 3,000.00	\$ 40.00	\$ 8,000.00	\$ 13.00	\$ 2,600.00	\$ 46.00	\$ 9,200.00	\$ 60.00	\$ 12,000.00	\$ 47.00	\$ 9,400.00	\$ 15.00	\$ 3,000.00	\$ 60.00	\$ 12,000.00
\$ 1,100.00	\$ 2,200.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,375.00	\$ 2,750.00	\$ 2,250.00	\$ 4,500.00	\$ 1,500.00	\$ 3,000.00	\$ 1,100.00	\$ 2,200.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00
\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,166.00	\$ 2,332.00	\$ 1,200.00	\$ 2,400.00	\$ 1,000.00	\$ 2,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,000.00	\$ 2,000.00
\$ 4,800.00	\$ 19,200.00	\$ 5,100.00	\$ 20,400.00	\$ 4,500.00	\$ 18,000.00	\$ 4,900.00	\$ 19,600.00	\$ 4,500.00	\$ 18,000.00	\$ 4,500.00	\$ 18,000.00	\$ 4,800.00	\$ 19,200.00	\$ 5,100.00	\$ 20,400.00	\$ 4,500.00	\$ 18,000.00
\$ 900.00	\$ 2,700.00	\$ 1,200.00	\$ 3,600.00	\$ 500.00	\$ 1,500.00	\$ 600.00	\$ 1,800.00	\$ 750.00	\$ 2,250.00	\$ 1,400.00	\$ 4,200.00	\$ 900.00	\$ 2,700.00	\$ 1,200.00	\$ 3,600.00	\$ 1,400.00	\$ 4,200.00
\$ 1,900.00	\$ 7,600.00	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00	\$ 545.00	\$ 2,180.00	\$ 1,400.00	\$ 5,600.00	\$ 600.00	\$ 2,400.00	\$ 1,900.00	\$ 7,600.00	\$ 500.00	\$ 2,000.00	\$ 600.00	\$ 2,400.00
\$ 4,500.00	\$ 9,000.00	\$ 6,000.00	\$ 12,000.00	\$ 4,000.00	\$ 8,000.00	\$ 5,150.00	\$ 10,300.00	\$ 4,500.00	\$ 9,000.00	\$ 5,000.00	\$ 10,000.00	\$ 4,500.00	\$ 9,000.00	\$ 6,000.00	\$ 12,000.00	\$ 5,000.00	\$ 10,000.00
\$ 45.00	\$ 204,300.00	\$ 38.00	\$ 172,520.00	\$ 40.00	\$ 181,600.00	\$ 67.30	\$ 305,542.00	\$ 49.50	\$ 224,730.00	\$ 39.50	\$ 179,330.00	\$ 45.00	\$ 204,300.00	\$ 38.00	\$ 172,520.00	\$ 39.50	\$ 179,330.00
\$ 32.00	\$ 8,800.00	\$ 45.00	\$ 12,375.00	\$ 20.00	\$ 5,500.00	\$ 41.00	\$ 11,275.00	\$ 30.00	\$ 8,250.00	\$ 15.00	\$ 4,125.00	\$ 32.00	\$ 8,800.00	\$ 45.00	\$ 12,375.00	\$ 15.00	\$ 4,125.00
\$ 36.00	\$ 21,960.00	\$ 54.00	\$ 32,940.00	\$ 25.00	\$ 15,250.00	\$ 48.00	\$ 29,280.00	\$ 40.00	\$ 24,400.00	\$ 33.00	\$ 20,130.00	\$ 36.00	\$ 21,960.00	\$ 54.00	\$ 32,940.00	\$ 33.00	\$ 20,130.00
\$ 125.00	\$ 35,000.00	\$ 145.00	\$ 40,600.00	\$ 140.00	\$ 39,200.00	\$ 144.00	\$ 40,320.00	\$ 145.00	\$ 40,600.00	\$ 150.00	\$ 42,000.00	\$ 125.00	\$ 35,000.00	\$ 145.00	\$ 40,600.00	\$ 150.00	\$ 42,000.00
\$ 51.00	\$ 63,750.00	\$ 50.00	\$ 62,500.00	\$ 40.00	\$ 50,000.00	\$ 45.00	\$ 56,250.00	\$ 50.00	\$ 62,500.00	\$ 48.00	\$ 57,600.00	\$ 51.00	\$ 63,750.00	\$ 50.00	\$ 62,500.00	\$ 48.00	\$ 60,000.00
\$ 72.00	\$ 2,880.00	\$ 50.00	\$ 2,000.00	\$ 25.00	\$ 1,000.00	\$ 69.50	\$ 2,780.00	\$ 55.00	\$ 2,200.00	\$ 50.00	\$ 2,000.00	\$ 72.00	\$ 2,880.00	\$ 50.00	\$ 2,000.00	\$ 50.00	\$ 2,000.00
\$ 20.00	\$ 28,400.00	\$ 30.00	\$ 42,600.00	\$ 30.00	\$ 42,600.00	\$ 15.50	\$ 22,010.00	\$ 27.00	\$ 38,340.00	\$ 35.00	\$ 49,700.00	\$ 20.00	\$ 28,400.00	\$ 30.00	\$ 42,600.00	\$ 35.00	\$ 49,700.00
\$ 13.00	\$ 18,980.00	\$ 12.00	\$ 17,520.00	\$ 10.00	\$ 14,600.00	\$ 6.00	\$ 8,760.00	\$ 23.00	\$ 33,580.00	\$ 10.00	\$ 14,600.00	\$ 13.00	\$ 18,980.00	\$ 12.00	\$ 17,520.00	\$ 10.00	\$ 14,600.00
\$ 37.00	\$ 14,800.00	\$ 26.00	\$ 10,400.00	\$ 15.00	\$ 6,000.00	\$ 37.00	\$ 14,800.00	\$ 48.00	\$ 19,200.00	\$ 50.00	\$ 20,000.00	\$ 37.00	\$ 14,800.00	\$ 26.00	\$ 10,400.00	\$ 50.00	\$ 20,000.00
\$ 6,300.00	\$ 6,300.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,255.00	\$ 8,255.00	\$ 3,000.00	\$ 3,000.00	\$ 20,000.00	\$ 20,000.00	\$ 6,300.00	\$ 6,300.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00
\$ 6.00	\$ 8,220.00	\$ 7.00	\$ 9,590.00	\$ 4.00	\$ 5,480.00	\$ 5.50	\$ 7,535.00	\$ 5.00	\$ 6,850.00	\$ 4.00	\$ 5,480.00	\$ 6.00	\$ 8,220.00	\$ 7.00	\$ 9,590.00	\$ 4.00	\$ 5,480.00
\$ 16.00	\$ 5,600.00	\$ 30.00	\$ 10,500.00	\$ 20.00	\$ 7,000.00	\$ 18.00	\$ 6,300.00	\$ 10.00	\$ 3,500.00	\$ 15.00	\$ 5,250.00	\$ 16.00	\$ 5,600.00	\$ 30.00	\$ 10,500.00	\$ 15.00	\$ 5,250.00
\$ 9,500.00	\$ 7,600.00	\$ 8,900.00	\$ 7,120.00	\$ 60,000.00	\$ 48,000.00	\$ 4,070.00	\$ 3,256.00	\$ 3,250.00	\$ 2,600.00	\$ 12,000.00	\$ 9,600.00	\$ 9,500.00	\$ 7,600.00	\$ 8,900.00	\$ 7,120.00	\$ 12,000.00	\$ 9,600.00
\$ 46,250.00	\$ 46,250.00	\$ 45,000.00	\$ 45,000.00	\$ 75,000.00	\$ 75,000.00	\$ 53,350.00	\$ 53,350.00	\$ 46,500.00	\$ 46,500.00	\$ 52,000.00	\$ 52,000.00	\$ 46,250.00	\$ 46,250.00	\$ 45,000.00	\$ 45,000.00	\$ 52,000.00	\$ 52,000.00
\$ 82,000.00	\$ 82,000.00	\$ 60,000.00	\$ 60,000.00	\$ 75,000.00	\$ 75,000.00	\$ 81,535.00	\$ 81,535.00	\$ 56,000.00	\$ 56,000.00	\$ 100,000.00	\$ 100,000.00	\$ 82,000.00	\$ 82,000.00	\$ 60,000.00	\$ 60,000.00	\$ 100,000.00	\$ 100,000.00
\$ 5,700.00	\$ 5,700.00	\$ 4,500.00	\$ 4,500.00	\$ 6,000.00	\$ 6,000.00	\$ 3,525.00	\$ 3,525.00	\$ 5,500.00	\$ 5,500.00	\$ 4,000.00	\$ 4,000.00	\$ 5,700.00	\$ 5,700.00	\$ 4,500.00	\$ 4,500.00	\$ 4,000.00	\$ 4,000.00
\$ 900.00	\$ 13,500.00	\$ 750.00	\$ 11,250.00	\$ 1,000.00	\$ 15,000.00	\$ 70.00	\$ 1,050.00	\$ 400.00	\$ 6,000.00	\$ 100.00	\$ 1,500.00	\$ 900.00	\$ 13,500.00	\$ 750.00	\$ 11,250.00	\$ 100.00	\$ 1,500.00
\$ 30.00	\$ 36,000.00	\$ 40.00	\$ 48,000.00	\$ 33.00	\$ 39,600.00	\$ 29.35	\$ 36,220.00	\$ 30.00	\$ 36,000.00	\$ 41.00	\$ 49,200.00	\$ 30.00	\$ 36,000.00	\$ 40.00	\$ 48,000.00	\$ 41.00	\$ 49,200.00
\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,900.00	\$ 2,900.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00
\$ 1,000.00	\$ 5,000.00	\$ 400.00	\$ 2,000.00	\$ 500.00	\$ 2,500.00	\$ 420.00	\$ 2,100.00	\$ 600.00	\$ 3,000.00	\$ 200.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 400.00	\$ 2,000.00	\$ 200.00	\$ 1,000.00
\$ 7,000.00	\$ 7,000.00	\$ 9,000.00	\$ 9,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,650.00	\$ 10,650.00	\$ 17,500.00	\$ 17,500.00	\$ 9,500.00	\$ 9,500.00	\$ 7,000.00	\$ 7,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,500.00	\$ 9,500.00
\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 100.00	\$ 100.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00
\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00
\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 100.00	\$ 100.00	\$ 2,250.00	\$ 2,250.00	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00
\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
\$ 788,305.00	\$ 788,305.00	\$ 793,337.00	\$ 793,337.00	\$ 800,750.00	\$ 800,750.00	\$ 816,425.00	\$ 816,425.00	\$ 823,754.00	\$ 823,754.00	\$ 827,660.00	\$ 827,660.00	\$ 788,305.00	\$ 788,305.00	\$ 793,337.00	\$ 793,337.00	\$ 827,660.00	\$ 827,660.00

OCEANSIDE CONSTRUCTION 1511 Mt. Baker Hwy Bellingham, WA 98226 (360) 305-4504 Addenda 1&2			MATIA CONTRACTORS 2112 Buchanan Loop Ferndale, WA 98248 (360) 676-9177 Addenda 1&2			QUILCEDA EXCAVATION 2807A Norman Road Stanwood, WA 98292 (360) 629-6236 Addenda 1&2			REDTAIL 8812 36th St SE PO Box 2394 Snohomish, WA 98291 (360) 208-0234 Addenda 1&2			AGOSTINO CONSTRUCTION 23418 SE 247th Ct Maple Valley, WA 98038 (206) 458-8881 Addenda 1&2			TRICO COMPANIES 15066 Josh Wilson Rd. PO Box 409 Burlington, WA 98233 (360) 575-2373 Addenda 1&2		
	Unit Price	Extended Amount		Unit Price	Extended Amount		Unit Price	Extended Amount		Unit Price	Extended Amount		Unit Price	Extended Amount		Unit Price	Extended Amount
	\$ 60,000.00	\$ 60,000.00		\$ 65,000.00	\$ 65,000.00		\$ 50,500.00	\$ 50,500.00		\$ 80,000.00	\$ 80,000.00		\$ 65,000.00	\$ 65,000.00		\$ 94,000.00	\$ 94,000.00
	\$ 1,000.00	\$ 1,000.00		\$ 1,000.00	\$ 1,000.00		\$ 1,650.00	\$ 1,650.00		\$ 1,000.00	\$ 1,000.00		\$ 2,000.00	\$ 2,000.00		\$ 600.00	\$ 600.00
	\$ 33,000.00	\$ 31,680.00		\$ 51,820.00	\$ 49,747.20		\$ 16,000.00	\$ 15,360.00		\$ 12,000.00	\$ 11,520.00		\$ 12,000.00	\$ 11,520.00		\$ 41,575.10	\$ 39,912.10
	\$ 40.00	\$ 1,640.00		\$ 73.50	\$ 3,013.50		\$ 136.00	\$ 5,576.00		\$ 40.00	\$ 1,640.00		\$ 70.00	\$ 2,870.00		\$ 30.00	\$ 1,230.00
	\$ 40.00	\$ 2,480.00		\$ 64.86	\$ 4,021.32		\$ 156.00	\$ 9,672.00		\$ 60.00	\$ 3,720.00		\$ 65.00	\$ 4,030.00		\$ 50.00	\$ 3,100.00
	\$ 40.00	\$ 5,840.00		\$ 54.85	\$ 8,008.10		\$ 135.00	\$ 19,770.00		\$ 80.00	\$ 11,680.00		\$ 95.00	\$ 13,870.00		\$ 60.00	\$ 8,760.00
	\$ 6.00	\$ 1,200.00		\$ 15.65	\$ 3,130.00		\$ 87.50	\$ 17,500.00		\$ 20.00	\$ 4,000.00		\$ 35.00	\$ 7,000.00		\$ 23.00	\$ 4,600.00
	\$ 1,000.00	\$ 2,000.00		\$ 1,713.00	\$ 3,426.00		\$ 2,900.00	\$ 5,800.00		\$ 1,500.00	\$ 3,000.00		\$ 1,000.00	\$ 2,000.00		\$ 1,640.80	\$ 3,281.60
	\$ 1,300.00	\$ 2,600.00		\$ 1,332.60	\$ 2,665.20		\$ 3,500.00	\$ 7,000.00		\$ 2,200.00	\$ 4,400.00		\$ 2,000.00	\$ 4,000.00		\$ 1,240.21	\$ 2,480.42
	\$ 5,000.00	\$ 20,000.00		\$ 4,222.00	\$ 16,888.00		\$ 7,500.00	\$ 30,000.00		\$ 6,000.00	\$ 24,000.00		\$ 5,000.00	\$ 20,000.00		\$ 5,017.90	\$ 20,071.60
	\$ 600.00	\$ 1,800.00		\$ 732.25	\$ 2,196.75		\$ 1,500.00	\$ 4,500.00		\$ 500.00	\$ 1,500.00		\$ 1,000.00	\$ 3,000.00		\$ 723.22	\$ 2,169.66
	\$ 500.00	\$ 2,000.00		\$ 734.20	\$ 2,936.80		\$ 1,200.00	\$ 4,800.00		\$ 800.00	\$ 3,200.00		\$ 600.00	\$ 2,400.00		\$ 570.97	\$ 2,283.88
	\$ 4,000.00	\$ 8,000.00		\$ 6,995.00	\$ 13,990.00		\$ 6,750.00	\$ 13,500.00		\$ 5,500.00	\$ 11,000.00		\$ 5,000.00	\$ 10,000.00		\$ 3,330.67	\$ 6,661.34
	\$ 59.00	\$ 267,860.00		\$ 32.54	\$ 147,731.60		\$ 40.50	\$ 183,870.00		\$ 32.00	\$ 145,280.00		\$ 80.00	\$ 363,200.00		\$ 57.06	\$ 259,052.40
	\$ 47.00	\$ 12,925.00		\$ 20.94	\$ 5,758.50		\$ 40.00	\$ 11,000.00		\$ 20.00	\$ 5,500.00		\$ 35.00	\$ 9,625.00		\$ 27.48	\$ 7,557.00
	\$ 70.00	\$ 42,700.00		\$ 61.55	\$ 37,545.50		\$ 48.00	\$ 29,280.00		\$ 24.00	\$ 14,640.00		\$ 40.00	\$ 24,400.00		\$ 40.52	\$ 24,717.20
	\$ 155.00	\$ 43,400.00		\$ 165.00	\$ 46,200.00		\$ 175.00	\$ 49,000.00		\$ 155.00	\$ 43,400.00		\$ 175.00	\$ 49,000.00		\$ 152.12	\$ 42,593.60
	\$ 57.00	\$ 71,250.00		\$ 84.27	\$ 105,337.50		\$ 70.00	\$ 87,500.00		\$ 38.00	\$ 47,500.00		\$ 40.00	\$ 50,000.00		\$ 53.43	\$ 66,787.50
	\$ 63.00	\$ 2,520.00		\$ 64.92	\$ 2,556.80		\$ 50.00	\$ 2,000.00		\$ 23.00	\$ 920.00		\$ 50.00	\$ 2,000.00		\$ 54.77	\$ 2,190.80
	\$ 7.00	\$ 9,940.00		\$ 31.92	\$ 45,326.40		\$ 29.00	\$ 41,180.00		\$ 21.00	\$ 29,820.00		\$ 30.00	\$ 42,600.00		\$ 26.90	\$ 38,198.00
	\$ 6.00	\$ 8,760.00		\$ 18.70	\$ 27,302.00		\$ 4.50	\$ 6,570.00		\$ 12.00	\$ 17,520.00		\$ 5.00	\$ 7,300.00		\$ 6.86	\$ 10,015.60
	\$ 30.00	\$ 12,000.00		\$ 42.80	\$ 17,120.00		\$ 60.00	\$ 24,000.00		\$ 16.50	\$ 6,600.00		\$ 33.00	\$ 13,200.00		\$ 8.27	\$ 3,308.00
	\$ 3,500.00	\$ 3,500.00		\$ 18,829.73	\$ 18,829.73		\$ 27,500.00	\$ 27,500.00		\$ 60,000.00	\$ 60,000.00		\$ 20,000.00	\$ 20,000.00		\$ 36,000.00	\$ 36,000.00
	\$ 5.00	\$ 6,850.00		\$ 4.25	\$ 5,822.50		\$ 4.50	\$ 6,165.00		\$ 5.00	\$ 6,850.00		\$ 4.00	\$ 5,480.00		\$ 4.07	\$ 5,575.90
	\$ 26.00	\$ 9,100.00		\$ 21.56	\$ 7,546.00		\$ 27.00	\$ 9,450.00		\$ 20.00	\$ 7,000.00		\$ 30.00	\$ 10,500.00		\$ 26.17	\$ 9,159.50
	\$ 4,200.00	\$ 3,360.00		\$ 2,900.00	\$ 2,320.00		\$ 4,000.00	\$ 3,200.00		\$ 8,500.00	\$ 6,800.00		\$ 12,000.00	\$ 9,600.00		\$ 9,889.26	\$ 7,911.41
	\$ 55,000.00	\$ 55,000.00		\$ 22,971.00	\$ 22,971.00		\$ 56,250.00	\$ 56,250.00		\$ 60,000.00	\$ 60,000.00		\$ 40,000.00	\$ 40,000.00		\$ 48,282.87	\$ 48,282.87
	\$ 72,000.00	\$ 72,000.00		\$ 83,488.00	\$ 83,488.00		\$ 53,000.00	\$ 53,000.00		\$ 65,000.00	\$ 65,000.00		\$ 60,000.00	\$ 60,000.00		\$ 82,106.04	\$ 82,106.04
	\$ 2,000.00	\$ 2,000.00		\$ 7,670.75	\$ 7,670.75		\$ 4,300.00	\$ 4,300.00		\$ 25,000.00	\$ 25,000.00		\$ 4,000.00	\$ 4,000.00		\$ 4,072.05	\$ 4,072.05
	\$ 500.00	\$ 7,500.00		\$ 137.73	\$ 2,065.95		\$ 1,000.00	\$ 15,000.00		\$ 1,500.00	\$ 22,500.00		\$ 1,000.00	\$ 15,000.00		\$ 2,083.50	\$ 31,252.50
	\$ 35.00	\$ 42,000.00		\$ 32.26	\$ 38,712.00		\$ 38.00	\$ 45,600.00		\$ 45.00	\$ 54,000.00		\$ 32.00	\$ 38,400.00		\$ 35.23	\$ 42,276.00
	\$ 2,000.00	\$ 2,000.00		\$ 2,416.41	\$ 2,416.41		\$ 3,100.00	\$ 3,100.00		\$ 1,200.00	\$ 1,200.00		\$ 2,500.00	\$ 2,500.00		\$ 1,142.83	\$ 1,142.83
	\$ 100.00	\$ 500.00		\$ 7,158.14	\$ 35,790.70		\$ 700.00	\$ 3,500.00		\$ 500.00	\$ 2,500.00		\$ 250.00	\$ 1,250.00		\$ 616.31	\$ 3,081.55
	\$ 13,500.00	\$ 13,500.00		\$ 8,925.00	\$ 8,925.00		\$ 12,500.00	\$ 12,500.00		\$ 25,000.00	\$ 25,000.00		\$ 10,000.00	\$ 10,000.00		\$ 14,752.45	\$ 14,752.45
	\$ 1,000.00	\$ 1,000.00		\$ 1,924.80	\$ 1,924.80		\$ 8,500.00	\$ 8,500.00		\$ 58,000.00	\$ 58,000.00		\$ 4,000.00	\$ 4,000.00		\$ 15,000.00	\$ 15,000.00
	\$ 1.00	\$ 10,000.00		\$ 1.00	\$ 10,000.00		\$ 1.00	\$ 10,000.00		\$ 1.00	\$ 10,000.00		\$ 1.00	\$ 10,000.00		\$ 1.00	\$ 10,000.00
	\$ 1,000.00	\$ 1,000.00		\$ 1,339.34	\$ 1,339.34		\$ 2,100.00	\$ 2,100.00		\$ 5,000.00	\$ 5,000.00		\$ 1,000.00	\$ 1,000.00		\$ 2,316.82	\$ 2,316.82
	\$ 1.00	\$ 5,000.00		\$ 1.00	\$ 5,000.00		\$ 1.00	\$ 5,000.00		\$ 1.00	\$ 5,000.00		\$ 1.00	\$ 5,000.00		\$ 1.00	\$ 5,000.00
Bid Submittal Total		\$ 845,905.00	Bid Submittal Total		\$ 865,763.35	Bid Submittal Total		\$ 885,133.00	Bid Submittal Total		\$ 885,690.00	Bid Submittal Total		\$ 945,745.00	Bid Submittal Total		\$ 961,500.61

Adding error

A-1 LANDSCAPING & CONST. 20607 SR 9 S.E. Snohomish, WA 98296 (425) 402-9900 Addenda 18.2		GRANITE CONSTRUCTION 1525 E. Marine View Dr. Everett, WA 98201 (425) 551-3100 Addenda 18.2	
Unit Price	Extended Amount	Unit Price	Extended Amount
\$ 84,711.00	\$ 84,711.00	\$ 80,000.00	\$ 80,000.00
\$ 3,970.00	\$ 3,970.00	\$ 500.00	\$ 500.00
\$ 26,000.00	\$ 26,880.00	\$ 30,000.00	\$ 28,800.00
\$ 117.00	\$ 4,797.00	\$ 100.00	\$ 4,100.00
\$ 145.00	\$ 8,990.00	\$ 90.00	\$ 5,580.00
\$ 166.00	\$ 24,236.00	\$ 250.00	\$ 36,500.00
\$ 108.00	\$ 21,600.00	\$ 49.90	\$ 9,980.00
\$ 3,150.00	\$ 6,300.00	\$ 4,338.17	\$ 8,676.34
\$ 1,970.00	\$ 3,940.00	\$ 2,858.26	\$ 5,716.52
\$ 7,890.00	\$ 31,560.00	\$ 1,132.21	\$ 4,528.84
\$ 2,100.00	\$ 6,300.00	\$ 1,830.75	\$ 5,492.25
\$ 1,100.00	\$ 4,400.00	\$ 2,425.47	\$ 9,701.88
\$ 9,800.00	\$ 19,600.00	\$ 10,675.60	\$ 21,351.20
\$ 61.00	\$ 276,940.00	\$ 80.00	\$ 363,200.00
\$ 55.00	\$ 15,125.00	\$ 81.41	\$ 22,387.75
\$ 45.00	\$ 27,450.00	\$ 48.19	\$ 29,395.90
\$ 161.00	\$ 45,080.00	\$ 160.00	\$ 44,800.00
\$ 51.00	\$ 63,750.00	\$ 75.00	\$ 93,750.00
\$ 78.00	\$ 3,120.00	\$ 300.00	\$ 12,000.00
\$ 44.00	\$ 62,480.00	\$ 42.00	\$ 59,640.00
\$ 3.00	\$ 4,380.00	\$ 14.00	\$ 20,440.00
\$ 41.00	\$ 16,400.00	\$ 46.33	\$ 18,532.00
\$ 37,800.00	\$ 37,800.00	\$ 48,000.00	\$ 48,000.00
\$ 16.00	\$ 21,920.00	\$ 11.50	\$ 15,755.00
\$ 15.00	\$ 5,250.00	\$ 38.00	\$ 13,300.00
\$ 7,800.00	\$ 6,240.00	\$ 8,500.00	\$ 6,800.00
\$ 18,790.00	\$ 18,790.00	\$ 54,172.05	\$ 54,172.05
\$ 51,470.00	\$ 51,470.00	\$ 125,000.00	\$ 125,000.00
\$ 14,580.00	\$ 14,580.00	\$ 14,000.00	\$ 14,000.00
\$ 4,500.00	\$ 67,500.00	\$ 5,500.00	\$ 82,500.00
\$ 45.00	\$ 54,000.00	\$ 40.00	\$ 48,000.00
\$ 3,970.00	\$ 3,970.00	\$ 3,500.00	\$ 3,500.00
\$ 800.00	\$ 4,000.00	\$ 2,200.00	\$ 11,000.00
\$ 17,800.00	\$ 17,800.00	\$ 9,678.22	\$ 9,678.22
\$ 3,540.00	\$ 3,540.00	\$ 8,000.00	\$ 8,000.00
\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00
\$ 2,970.00	\$ 2,970.00	\$ 500.00	\$ 500.00
\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
	\$ 1,086,839.00		\$ 1,340,277.95

PUBLIC WORKS CONTRACT

THIS PUBLIC WORKS CONTRACT ("Contract") is made and entered into this _____ day of _____, _____, by and between _____ ("Contractor") and the City of Stanwood, a Washington State municipal corporation ("City").

WHEREAS, the City desires to have certain public work performed as hereinafter set forth, requiring specialized skills and supportive capabilities; and

WHEREAS, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform, carry out and complete said public work and submitted a bid to the City to do said work; and

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 SR 532 Flood Berm and Bike/Pedestrian Path Project ("Project") in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed within 60 working days.

2. Contract Documents.

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

- a. Bid Submittal (attached).
- b. Payment and Performance Bond (attached).
- c. Retainage Bond (attached) **[OPTIONAL]**.
- d. Project Manual, which includes Plans, Specifications, Special Provisions, Addenda, Bid Form (attached).
- e. 2016 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) ("Standard Specifications") (referenced but not attached).

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

3. Commencement of Work.

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

- 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 21.
- c. The Contractor has obtained a City of Stanwood Business License and UBI number.
- d. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

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

4. Time is of the Essence/Liquidated Damages.

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

5. Payment for Project.

- a. Total Contract Sum for Project. The City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed _____

in accordance with the bid price in the Bid Submittal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

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

- c. Payments. The Contractor shall submit payment requests using the City's Application for Payment form, a copy of which is included in the Attachments to this Contract. The form shall be appropriately completed, signed by the Contractor, and notarized before submission. Applications for payment that are not signed, notarized 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.

- d. Payments for Alterations and/or Additions. Payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the Request For Information (RFI) and/or Construction Change Order (CCO) process shall be as set forth in the Project Manual. Following approval of the RFI and/or CCO, the Contractor shall submit the standard payment request form(s).

e. Final Payment. Pursuant to RCW Chapter 60.28, a sum of 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:

- i. Retained in a fund by the City; or
- ii. Deposited by the City in an escrow (interest-bearing) account in a bank, mutual saving 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:

- iii. A release has been obtained from the Washington State Department of Revenue.
- iv. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
- v. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
- vi. 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.
- vii. All claims, as provided by law, filed against the retainage have been resolved.
- viii. If requested by the City, the Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

f. Final Acceptance. Final Acceptance of the Project is determined when the Project is accepted by the Public Works Director as being one hundred percent (100%) complete.

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 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.

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.

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 other applicable provision of the Contract.

7. Termination of Contract.

The City may terminate this Contract for default or for public convenience in accordance with the provisions of Section 1-08.10 of the Standard Specifications, or in accordance with the other provisions of this Contract.

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. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, officers, employees, servants, subcontractors, or representatives during the performance 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 Stanwood 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 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. Trench Safety Systems.

a. 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.

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 demonstrate 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 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.

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.

20. Indemnification and Hold Harmless.

a. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees 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 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.

c. The Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against the Contractor by the City and does not include, or extend to, any claims by the Contractor's employees directly against Contractor. The obligations of Contractor under this subsection have been mutually negotiated by the parties hereto, and Contractor acknowledges that the City would not enter into this Contract without the waiver thereof of Contractor.

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.

21. Insurance.

The Contractor shall procure, and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. Failure by the Contractor to maintain the insurance as required shall constitute a material breach of contract upon which the City may, after giving five (5) working 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, off set against funds due the Contractor from the City.

a. Minimum Scope of Insurance.

The Contractor shall obtain insurance of the types described below:

- i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 0 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance shall be written on 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 Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an 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 equivalent coverage.

- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. 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 floor 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.

b. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. 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.
- iii. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

c. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance.

- i. 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.

d. Acceptability of Insurers.

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

e. 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, the Contractor shall provide the City with proof of insurance upon request by the City. 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.

f. 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.

g. 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.

h. Notice of Cancellation of Insurance.

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.

22. 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 divisions and sections of the Specifications and the identifications of any drawings shall not control the Contractor in dividing the work among subcontractors or delineating the work to be performed by any specific trade.

g. 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.

h. The Contractor hereby assigns to the City any and all claims for overcharges resulting from antitrust violations as to goods and materials purchased in connection with this Contract, except as to overcharges resulting from antitrust violations commencing after the date of the bid or other event establishing the price of this Contract. In addition, the Contractor warrants and represents that each of its suppliers and subcontractors shall assign any and all such claims for overcharges to the City in accordance with the terms of this provision. The Contractor further agrees to give the City immediate notice of the existence of any such claim.

23. 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.

24. 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.

25. 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.

26. 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.

27. Contract Representatives and Notices.

This Contract shall be administered for the City by the City's Contract Representative, Kevin Hushagen, and shall be administered for the Contractor by the Contractor's 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 the City: Kevin Hushagen
City of Stanwood
Department of Public Works
10220 – 270th Street NW
Stanwood, WA 98292

To Contractor:

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.

28. 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.

29. Governing Law.

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

30. Venue.

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

31. 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.

32. 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.

33. 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 STANWOOD

CONTRACTOR

By: _____
Leonard Kelley, Mayor

By: _____

Print Name: _____

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

City

Contractor

ATTACHMENTS:

- a. Proposal/Bid Submittal.
- b. Payment and Performance Bond.
- c. Retainage Bond
- d. Technical Specifications, including Divisions and Appendices.

PERFORMANCE and PAYMENT BOND

Bond to the City of Stanwood

Bond # _____

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, the undersigned, _____ as Principal, and _____
_____ a corporation, organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations as surety, are jointly and severally held and firmly bound to the **City of Stanwood** in the penal sum of \$ _____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances of the City of Stanwood.

Dated at _____, Washington, this ____ day of _____, 20__.

The conditions of the above obligation are such that:

WHEREAS, the City of Stanwood has let or is about to let to the said _____ the above bounded Principal, a certain contract, the said contract being numbered _____, and providing for **SR 532 FLOOD BERM AND BIKE/PEDESTRIAN PATH** (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth; now, therefore,

If the said Principal, _____, shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City of Stanwood harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after its acceptance thereof by the City of Stanwood, then and in that event, this obligation shall be void; but otherwise, it shall be and remain in full force and effect.

Signed this ____ day of _____, 20__.

Surety

Principal

By _____

By _____

Title

Title

Surety Address

Agent Address

Surety Contact and Phone Number

Agent Contact and Phone Number

ESCROW AGREEMENT for RETAINED PERCENTAGE
SR 532 Flood Berm and Bike/Pedestrian Path Project No. _____

Escrow No.: _____
City of Stanwood Contract No. _____
Completion Date: _____

TO:
THIS ESCROW AGREEMENT is for the investment of the retained percentage of the above contract, in accordance with chapter 60.28 of the Revised Code of Washington. It is limited to FDIC insured Washington State Chartered Banks who are covered by the State of Washington Public Deposit Protection Act.

The undersigned, _____, (as "Contractor"), has directed the CITY OF STANWOOD (as "City"), to deliver to you its warrants which shall be payable to you and/or the contractor. The warrants are to be held and disposed of by you in accordance with the following instruction:

INSTRUCTIONS

- Upon delivery the warrants shall be endorsed by you and forwarded to the City for collection. You shall use the monies to purchase investments selected by the Contractor and approved by the City. You may follow the last written direction received by you from the Contractor, for each purchase, provided the direction otherwise conforms with this agreement. Acceptable investments are:
 - Bills, certificates, notes or bonds of the United States;
 - Other obligations of the United States or its agencies;
 - Obligations of any corporation wholly owned by the Government of the United States;
 - Indebtedness of the Federal National Mortgage Association;
 - Time deposits in commercial banks;
 - Other investments, except stocks, selected by the Contractor, subject to express prior written consent of the City.
- The investments shall be in a form which allows you alone to reconvert them into money if you are required to do so by the City.
- The investments must mature on or prior to the date set for the completion of the contract, including extension thereof or thirty (30) days following the final acceptance of the work.
- When interest on the investments accrues and is paid, you shall collect the interest and forward it to the Contractor unless otherwise directed by the Contractor.
- You are not authorized to deliver to the Contractor all or any part of the investments held by you pursuant to this agreement (or any monies derived from the sale of such investments, or the negotiation of the City's warrants) **except** in accordance with the written instructions from the City. Compliance with such instructions shall relieve you of any further liability related thereto.
- In the event the City orders you, in writing, to reconvert the investments and return all monies, you shall do so within thirty (30) days of receipt of the order.
- The Contractor agrees to compensate you for your services in accordance with your current published schedule of applicable escrow fees. Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any monies placed with you pursuant to this agreement until and unless the City directs the release to the Contractor of the investments and monies held hereunder, whereupon you shall be entitled to

reimburse yourself from such monies for the entire amount of your fee.

- This agreement shall not be binding until signed by both parties and accepted by you.
- This document contains the entire agreement between you, the Contractor, and the City, with respect to this Escrow, and you are not a party to, nor bound by any instrument or agreement other than this. You shall not be required to take notice of any default or any other matter, nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided. You shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

CONTRACTOR

Federal Tax I.D. No. _____
By: _____
Title: _____
Address: _____

DATE: _____

CITY OF STANWOOD

By: _____
Title: _____
DATE: _____

THE ABOVE ESCROW AGREEMENT RECEIVED AND
ACCEPTED on the _____ day of _____, 20____.

BANK

By: _____
Title: _____
Address: _____

DISTRIBUTION:
City Clerk
Financial Institution
Contractor
File Copy

**CONTRACTOR'S DECLARATION OF OPTION FOR
MANAGEMENT OF STATUTORY RETAINED PERCENTAGE**

Prior to beginning the project, complete and submit the "Statement of Intent to Pay Prevailing Wages" (Sample of the form is provided under the Prevailing Wages section, actual form shall be obtained from the State)

Retainage is held by the Owner following Substantial Completion. Contractor shall be responsible for paying the necessary insurance to the State of Washington. Retainage will not be released until after the Owner receives the Contractor completed **Certification of Industrial Insurance Paid and Request for Release** form and all other contract requirements are met. If Contractor wishes to have retainage invested, fill out form below and submit to the Owner prior to first progress payment.

- A. I hereby elect to have the retained percentage of this contract held in a fund by the Owner.

Signature _____ Date _____

- B. I hereby elect to have the Owner deposit the retained percentage of this contract in an interest bearing account, not subject to withdrawal until after final acceptance of the work.

Signature _____ Date _____

- C. I hereby elect to have the Owner invest the retained percentage of this contract from time to time as such retained percentage accrues.

I hereby designate _____
as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The Owner shall not be liable in any way for any costs or fees in connection therewith.

Prior to the Owner investing any fund in an escrow account, the Contractor shall obtain a letter from the repositor on their letterhead stating their acceptance of the account, the account number and a statement that they will not release any funds until authorized in writing by the Owner.

Signature _____ Date _____



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 7d

DATE: December 19, 2019

SUBJECT: Discover Stanwood Camano – Professional Service Agreements

CONTACT PERSON: Jennifer Ferguson, City Administrator

ATTACHMENTS: A – Puget Tech LLC – Discover Stanwood Camano Website Administration Services
B – Jessica McCready, LLC – Discover Stanwood Camano Tourism & Marketing Promotion Services
C – Stanwood Chamber of Commerce – Discover Stanwood Camano Event Management Services

ISSUE

The purpose of this agenda item is for City Council consideration of three professional services agreements for Discover Stanwood Camano tourism and marketing initiatives.

RECOMMENDATION

Staff recommends authorization of the Mayor to execute three contracts for Discover Stanwood Camano; one for website administration services, one for tourism and marketing promotion services and one for event management services.

SUMMARY

Discover Stanwood Camano serves as the tourism and marketing initiative of the City of Stanwood. The City of Stanwood is transitioning the way we manage our initiatives and instead of contracting out administration of the entire program through a previous professional services agreement with the Stanwood Chamber of Commerce, we will return the full administration back to the city so that we may develop and enhance the program to more closely mirror a destination marketing organization (DMO) as a pilot program. Discover Stanwood Camano, its name and logos, have been trademarked.

DISCUSSION

Discover Stanwood Camano (DSC) has surpassed goals of establishing brand recognition, capturing the local market, delivering an informative tourism driven magazine or visitor guide, created an online presence, and promoted and supported local events. With this solid foundation in place - our goal is to continue to grow the brand “Discover Stanwood Camano” within a broader market while also leveraging the platform to provide extended destination marketing services and opportunities to both the business community as key stakeholders, as well as, accomplish economic development goals and objectives of the City.

DSC is responsible for promoting the Stanwood and Camano Island communities as an attractive tourism and travel destination and enhancing its public image as a dynamic place to live, work, play and explore. The DSC is responsible for developing and formulating long-term, effective destination travel and tourism strategies to the Stanwood Camano area. DSC will seek to become a member of the Destination Marketing Association International accredited program and recognize the industry code of ethics. DSC will continue to coordinate with the Snohomish County Tourism Bureau and will work to enhance our partnership with the Washington State Tourism Bureau. DSC will work to achieve goals through the use of multiple professional service providers to enhance our tourism & marketing initiatives.

What Discover Stanwood Camano does...

Visitor Guide

Discover Stanwood Camano publishes a tourism centric magazine two times per year in April – for Spring/Summer and in October – for Fall/Winter. The magazine include stories and articles that highlight the region and attract visitors to events and attractions. Photos, maps and business highlights are a main feature and the magazine offers business advertising to attract visitors. Events, that are submitted prior to the magazine publishing deadline, will be included in the magazine events page.

Website

Discoverstanwoodcamano.com has served as our digital tourism framework that mirrors the visitor guide magazine information each issue. The website provides visitors with access to all events submitted to DSC as well as access to all business and service providers in the area. The website needs to be updated to better serve our community, businesses and visitors. A formal website professional services partner has been identified by the City to transfer our format to a more user friendly and mobile responsive platform and improve our PLACES feature for our businesses. The website changes will add digital advertising space opportunities to local businesses and event hosts to boost their event or business. A business

listed in the PLACES directory will have a unique feature to communicate business to business. This new business directory feature accomplishes a goal of the Stanwood Business Retention & Expansion Program by providing a better communication tool between the City and Business Community.

DSC Hosted Events

Discover Stanwood Camano may host community events by partnering with an event management professional services provider; however, DSC strongly encourages other entities such as non-profit groups and community stakeholders to take leadership roles and serve as event coordinators and hosts.

Premier Marketing Source

DSC is the premier marketing source for Stanwood and Camano Island businesses and the special events, to promote the region, through the magazine, website and other services.

FISCAL IMPACT

The Economic Development Board will continue to recommend long-term, effective destination travel and tourism strategies to the Stanwood City Council and will also serve as the required LTAC Advisory committee on lodging tax issues and will be staff supported by the Stanwood City Administrator. The City has established a new special revenue fund, Discover Stanwood Camano/LTAC for better transparency of our tourism and promotional funding. The City will maintain all financial accounts and related activities and be subject to all financial reporting requirements of the City. DSC sources of revenue to this fund include:

- Lodging Tax - The Stanwood City Council adopted an Ordinance related to LTAC per State Law and will begin collecting lodging taxes directly. This ordinance sets the stage for a future hotel and the lodging tax it will collect.
- Grants - Variety of grant programs such as Snohomish County Tourism Hotel/motel or TAP, Port of Seattle and other state or federal grant programs
- DSC Event Sponsorships - DSC will collect all funds for DSC sponsored events and develop a sponsorship package, which DSC Support Partners must utilize when soliciting sponsorships and other funding. The annual Sponsorship Campaign is planned to begin in October/November of each year and will serve as a fundraising mechanism for DSC hosted events.
 - DSC will maintain sponsorship lists
 - The Sponsorship package will be available on the DSC website with downloadable, fillable forms, as well as printed packages that DSC Support Partners must utilize when fundraising.
- DSC Website Digital Advertising
- Contributions and donations
- DSC membership fee

DSC expenses include allocations for the City Tourism Grant program, supplies and other operating expenses and may include professional services for the following, but not limited to:

- Event Management – DSC may serve as the host to a variety of community events. This means that the event is hosted by DSC versus another entity hosting events throughout the community. DSC may utilize an event manager to coordinate all aspects of the event as defined in a DSC professional services agreement
- Tourism Marketing - DSC will utilize a tourism marketing and content editor for the Discover Stanwood Camano magazine and DSC website content administration as defined in a DSC professional services agreement. The partner will be responsible for adhering to marketing guidelines and other activities that promote the DSC brand.
- Technical Services - Website Hosting - The DSC website will be hosted and back end administered as defined in a DSC professional services agreement.
- Publishing Services – DSC will utilize a publishing company to produce and distribute the Discover Stanwood Camano magazine as defined in a DSC professional services agreement.

The 2020 Budget was amended to include the new special revenue fund and includes the cost of the two proposed professional services agreements for website administration and tourism/marketing services.

COMMITTEE RECOMMENDATION

The Economic Development Board reviewed the overall changes to Discover Stanwood Camano as well as the City Council – Community Development Committee and recommends approval of the DSC administrative transition and recommends contracting for professional services that align with carrying out the economic development initiatives for tourism and marketing.

CITY COUNCIL OPTIONS

1. Authorize the Mayor to execute three contracts; one for website administration, one for tourism and marketing promotion services and one for event management services.
2. Do not authorize the Mayor to execute three contracts; one for website administration, one for tourism and marketing promotion services and one for event management services and direct the Mayor and city staff to amend the professional services agreement and return for future Council consideration.

THREE RECOMMENDED MOTIONS

MOTION TO AUTHORIZE THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PUGET TECH, LLC FOR DISCOVER STANWOOD CAMANO WEBSITE (WWW.DISCOVERSTANWOODCAMANO.COM) WEBSITE ADMINISTRATION AND HOSTING SERVICES.

MOTION TO AUTHORIZE THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH JESSICA MCCREADY LLC FOR DISCOVER STANWOOD CAMANO TOURISM AND MARKETING PROMOTION SERVICES.

MOTION TO AUTHORIZE THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE STANWOOD CHAMBER OF COMMERCE FOR DISCOVER STANWOOD CAMANO HOSTED EVENT MANAGEMENT SERVICES.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF STANWOOD, WASHINGTON AND PUGET TECH, LLC
FOR CONSULTANT SERVICES**

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

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

ARTICLE I. PURPOSE

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

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

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

III.3 TERM. The term of this Agreement shall commence on January 1, 2020 and shall terminate at midnight, December 31, 2022. The parties may extend the term of this Agreement, in two year increments, by written mutual agreement.

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

III.5 EMPLOYMENT.

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

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

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

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

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

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

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

III.6 INDEMNITY.

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

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

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

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

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

III.7 INSURANCE.

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

b. **No Limitation**
Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

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

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

Consultant shall maintain the following insurance limits:

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

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

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

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

this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

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

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

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

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

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

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

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work

required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

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

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$32,688, on an annual basis, without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed per the Scope of Services in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

b. **Public Records**

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

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

**Jennifer Ferguson, City Administrator
City of Stanwood
10220 270th St. NW
Stanwood, WA 98292
(360) 629-2181 ext 5209**

Notices to the Consultant shall be sent to the following address:

**Zachary Aufort
Puget Tech
848 N Sunrise Blvd, Ste. E201
Camano Island, WA 98282**

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

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

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

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

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

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this

Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

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

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

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

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

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

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

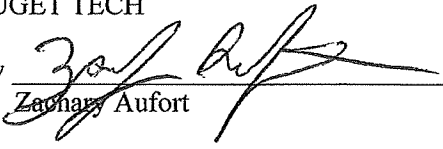
V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2019.

CITY OF STANWOOD

PUGET TECH

By _____
Mayor

By 
Zachary Aufort

Approved as to form:

Grant Weed, City Attorney

Puget Tech LLC
848 N Sunrise Blvd STE E201
Camano Island, WA 98282

Exhibit A to Stanwood PSA

Estimate

EST-0683

Bill To
City of Stanwood
10220 270th Street NW
Stanwood, WA 98292

Estimate Date : 12 Nov 2019
Expiry Date : 01 Mar 2020
Salesperson : Zach Aufort
Project Name : Discover Stanwood
Camano - Retainer

#	Item & Description	Qty	Rate	Amount
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12 Month Retainer Contract

1	Web Design & Development Retainer Monthly Fee - Retained hours per month of web design & development services that can be utilized over the course of the 12 month minimum contract term.	25.00	105.00	2,625.00
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Retained hours can be applied toward new or existing projects. The DSC website project can be prioritized. New projects will need to be reviewed and approved by both parties. Service requests on existing projects will be estimated and upon approval and receipt of all required receivables, they will be added to the production schedule in the order they are received.

Only the retained number of hours per month are guaranteed, however with mutual agreement in advance we can pull retained hours from future months to prioritize approved projects (i.e. pull hours from June to prioritize a project in May.)

Infrastructure

2	Web Hosting: Intermediate Monthly Fee - Powerful hosting infrastructure for more dynamic or medium to higher trafficked websites. Includes automated updates, ongoing optimization, caching, daily backups, staging environment, malware scanning, and security management.	1.00	99.00	99.00
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Scope of Work for Initial Setup & Development

3	- WordPress: Listing Directory Base Implementation and setup of a new WordPress site based on a well maintained listing directory theme such as Listing Pro or MyListing. Setup will include up to 10 categories, 10 real world initial places, homepage, contact page, blog page, email notification system, 3 tiers of membership, payment processor implementation, search/tagging functionality, listing/event submission, and functional user dashboard. Client will provide visual and written content as required. Up to 3 revisions included.	0.00		0.00
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Please note that design and technical scope is limited to the feature set available within the third-party Listing Pro or MyListing themes. Any additional programming or design modifications requested outside the normal feature

#	Item & Description	Qty	Rate	Amount
	set would incur an additional fee.		0.00	
	- WordPress: Additional Pages Design, development, and implementation of 1 additional website page on an existing WordPress site that we developed. Client will provide visual and written content as required. Includes configuration of page title, meta description, and open graph tags. Up to 3 revisions permitted. Needed for "Visit" page.			
	- WordPress: Additional Listing Directory Place or Event 335 Listings - Setup of an additional place or event listing. Information will be published as provided by client alongside data that we can pull from the Google Places API, generating content such as: Name, Address, Hours, Description, Phone Number, Photo Gallery, and other information that is publicly available. 1 Revision included.			
	- SEO: 301 Redirect 335 Pages - Implement a permanent SEO redirect to a new page with the same or similar content. Important to negate the impact of a URL structure change on search engine rankings when transitioning an existing website to a new directory structure.			
	- WordPress: Discussion Forum Setup Setup of a discussion forum on your website. The forum will be incorporated into the theme layout and design. A well maintained WordPress forum plugin will be utilized for the forum's backend framework, such as BBPress or Buddy Press. Setup will include email notification system configuration, user permissions configuration, and implementation of up to 15 different forum categories and/or discussion boards. Up to 3 revisions included.			
	- Consulting 10 Hours - General consulting work, on-premise or remote. We will perform training for other Discover Stanwood Camano employees or vendors that need education on the new Listing Directory system.			
			Sub Total	2,724.00
			Total	\$2,724.00

Notes

This agreement allows up to 300 hours of web design, development, and consulting services total within an annual period. Initial website setup and development will take approximately 3 to 4 months and is estimated at 211 hours, with the Scope of Work defined above (line item 3). The remaining hours can be utilized throughout the year by staff or approved vendors for any change requests, additional pages, additional listings, code modification, support, or training that may be needed. Once approved, new services and projects will be added to the production schedule in the order they are received. Projects & service requests must be reviewed, approved, and scheduled in advance unless otherwise agreed upon.

Terms

Annual agreement with 12 monthly payments.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF STANWOOD, WASHINGTON AND JESSICA MCCREADY, LLC
FOR CONSULTANT SERVICES**

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

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding Discover Stanwood Camano, the City's tourism and marketing initiatives as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

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

III.3 TERM. The term of this Agreement shall commence on January 1, 2020 and shall terminate at midnight, December 31, 2020. The parties may extend the term of this Agreement, in two year increments, by written mutual agreement.

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

III.5 EMPLOYMENT.

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

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

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

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

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

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

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

III.6 INDEMNITY.

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

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

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

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

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

III.7 INSURANCE.

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

b. **No Limitation**
Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

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

d. **The minimum insurance limits shall be as follows:**
Consultant shall maintain the following insurance limits:

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

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

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

g. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including

but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

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

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

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

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

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

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

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local

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

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$22,000, on an annual basis, without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records

for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. Public Records

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

ARTICLE V. GENERAL

V.1 NOTICES. Notices to the City shall be sent to the following address:

Jennifer Ferguson, City Administrator
City of Stanwood
10220 270th St. NW
Stanwood, WA 98292
(360) 629-2181 ext 5209

Notices to the Consultant shall be sent to the following address:

Jessica McCready, LLC
973 Lawson Road
Camano Island, WA 98282

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

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

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

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

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

V.5 SEVERABILITY

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

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

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

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

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

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

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

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

DATED this 4th day of December, 2019.

CITY OF STANWOOD

JESSICA MCCREADY, LLC

By _____
Mayor

By Jessica P. McCready
Jessica McCready

Approved as to form:

Grant Weed, City Attorney

Exhibit A
Scope of Services



Jessica McCready, LLC

Scope of Services – DSC Tourism & Marketing Consultant
January 1, 2020 to December 31, 2020

Discover Stanwood Camano serves as the tourism and marketing initiative of the City of Stanwood. The City of Stanwood has developed a pilot program to transition Discover Stanwood Camano and operate more like a Destination Marketing Organization (DMO) in the future. Discover Stanwood Camano (DSC) is responsible for promoting the community as an attractive tourism and travel destination and enhancing its public image as a dynamic place to live, work, play and explore. DSC is responsible for formulating and implementing tourism and travel related policy.

Jessica McCready, LLC will serve as a DSC support partner, providing professional services for Tourism initiatives, marketing services, website and social media content management according to the scope of work below. Attachment A to the scope will include timelines with milestones for each scope of work item. Amendments to the contract, timeline or budget need to be approved by the DSC Advisory Board.

Discover Stanwood Camano will provide \$22,000 annually for tourism and marketing promotion, magazine editorial work and other branding initiatives.

Scope of Work

- 1. Tourism Marketing** – Consultant will promote and market the Stanwood and Camano Island area to outside visitors. Consultant may seek and develop relationships with travel writers to explore the region, familiarize them with the community and generate content for travel blogs and content for the Discover Stanwood Camano magazine and online platforms. Should the Consultant secure a travel writer who will provide benefit to the tourism initiative, an amendment to the overall budget may be considered. Consultant will work in collaboration with Snohomish County and Island County Tourism Bureaus to promote the region.

2. **Discover Stanwood Camano Magazine** - Consultant will manage the editorial direction of the bi-annual Discover Stanwood Camano magazine (on shelves in April and October) including writing, seeking content writers, editing, and proofing editorial content; soliciting high quality images from local photographers and distributing the final product throughout the community and to the distribution area as per the DSC publishing contractor.
 - a. **Discover Stanwood Camano: For Locals Magazine** – Consultant will assist Stanwood City staff in the development of the city centric magazine for the first two issues, of the new magazine, to include training on how to write content, edit and proof editorial content, photos and other tips on how to organize editorial for publication
3. **Website** – Consultant will manage content to be included on www.discoverstanwoodcamano.com. The website content will:
 - a) Promote local and DSC region events to residents, businesses and visitors to the region. Priority content will be to market the City of Stanwood and the main events that attract significant levels of visitors.
 - b) Include content such as blog articles and tourism information; update and enhance the website with new event information. Content should mirror magazine, as well as, add additional tourism and marketing content for visitors
 - c) Link to other regional travel promotion sites such as the North Country Seattle Tourism website and the State of Washington Tourism website.
 - d) Link to the City of Stanwood website
 - e) Seek potential awards programs for a tourism and marketing website
4. **Social Media** – Consultant will maintain and populate DSC Facebook, DSC Instagram, and DSC Twitter at least one time per day to promote the overall DSC brand to continually increase traffic to the DSC website.
 - a. Main events, defined by the Consultant and Stanwood City Administrator, will be promoted separately and significantly before and during the event time period.
5. **Branding/Advertising** – Consultant will utilize both print and online outlets to increase tourism including Google AdWords and paid, targeted social media campaigns. Consultant will continue to find creative outlets for tourism marketing including but not limited to SEATAC Billboard program, In-flight Alaska Air magazine, Washington Ferries and Cascade Amtrak Train. In addition, DSC will

produce informational rack cards and other promotional items, as well as, digital advertising content to promote the overall DSC brand.

- 6. Grant Writing Support** – Consultant will assist with grant applications that serve to benefit the overall DSC branding effort, enhance the tourism magazine or enhance the DSC website. Any grants awarded for a specific project will be scoped as additional work through a contract amendment, as needed.
- 7. Reporting and Budget** – Consultant will create budgets for tourism, website, branding, social media and promotional program activities. An annual timeline with milestones will be prepared and submitted to the DSC Board prior to each contract year. Monthly reports comparing budgets to actuals, provide analytics and metrics will be provided to the DSC Board. The annual report shall be prepared and presented no later than sixty (60) days after the end of the year and shall consist of a detailed narrative of each tourism and marketing initiative, milestone, success and opportunities for improvement in the next year.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF STANWOOD, WASHINGTON AND STANWOOD CHAMBER OF
COMMERCE FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Stanwood, Washington, a Washington State municipal corporation ("City"), and the Stanwood Chamber of Commerce, a Washington Non-profit 501©3 Corporation ("Consultant").

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

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding Discover Stanwood Camano hosted events and event management services as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

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

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

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

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

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

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

III.3 TERM. The term of this Agreement shall commence on January 1, 2020 and shall terminate at midnight, December 31, 2020. The parties may extend the term of this Agreement, in two year increments, by written mutual agreement.

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

III.5 EMPLOYMENT.

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

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

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

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

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

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

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

III.6 INDEMNITY.

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

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

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

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

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

III.7 INSURANCE.

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

b. **No Limitation**
Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

described below:

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

d. The minimum insurance limits shall be as follows:

Consultant shall maintain the following insurance limits:

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

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

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

g. Verification of Coverage. In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance

requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

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

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

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

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

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

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

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the

State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant

has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit A:

_____ none _____

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$14,500, on an annual basis, without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

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

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

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

City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

b. Public Records

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

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City of Stanwood
10220 270th St. NW
Stanwood, WA 98292
(360) 629-2181 ext 5209**

Notices to the Consultant shall be sent to the following address:

**Elaine Traversi, Executive Director
Stanwood Chamber of Commerce**

Stanwood, WA 98292

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

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

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

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

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

V.5 SEVERABILITY

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

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

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

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

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

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

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

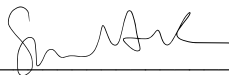
V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2019.

CITY OF STANWOOD

STANWOOD CHAMBER OF COMMERCE

By _____
Mayor

By  _____
Chamber President

Approved as to form:

Grant Weed, City Attorney

Exhibit A
Scope of Services



Scope of Services – DSC Event Management January 1, 2020 to December 31, 2020

Discover Stanwood Camano serves as the tourism and marketing initiative of the City of Stanwood. The City of Stanwood has developed a pilot program to transition Discover Stanwood Camano and operate more like a Destination Marketing Organization (DMO) in the future. Discover Stanwood Camano (DSC) is responsible for promoting the community as an attractive tourism and travel destination and enhancing its public image as a dynamic place to live, work, play and explore. DSC is responsible for formulating and implementing tourism and travel related policy.

The Stanwood Chamber will serve as a DSC support partner, providing professional services for Event Management according to the scope of work below. The total annual contract amount is \$14,500. Attachment A to the scope will include timelines with milestones for each scope of work item. Amendments to the contract, timeline or budget need to be approved by DSC the Advisory Board.

Scope of Work

1. **Event Management** – The Stanwood Chamber will work with the DSC Advisory Board, Stanwood City Administrator, city staff, volunteers, and event stakeholders to cross promote the DSC brand and support local community and business events. Specifically the following community related events as listed below are DSC hosted events.
 - a. In October of each year, the Stanwood Chamber Executive Director and the Stanwood City Administrator will meet to determine the upcoming year event dates, establish clear and detailed event plans that include an event timeline with milestones, event budget, define roles of Chamber staff, City staff and other DSC Support Partners for before, during and after each

event. The proposed event calendar will be submitted to the DSC Advisory Board for consent.

- b. Additional work outside of the scope outlined below for each event would be considered “Extra Work” and require a contract amendment and addendum to the scope of work.
- c. The Stanwood Chamber will be compensated on a fixed event management fee as stated below and direct event expenses will be reimbursed after submission of receipt/proof of payment.
- d. The Stanwood Chamber must use the approved DSC Sponsorship Package and follow sponsorship program guidelines. DSC event sponsors will make checks payable to: Discover Stanwood Camano. All payments will be forwarded to the Stanwood City Treasurer for deposit.

Event Content Administration

All events in the community are listed on the www.discoverstanwoodcamano.com website. Event coordinators submit their events with supporting details such as graphics and link a to a separate event website. Event content administration requires a review of the event information submitted, communication with the event coordinator and final publishing of the event to “go-live” on the website. Stanwood Chamber Executive Director will be responsible for timely review and publishing of all events submitted and will have a defined user access set of permissions, set by the Stanwood City Administrator and DSC Support Partner providing website services. All events will be promoted through DSC social media at least once. Major events will be promoted multiple times each week leading up to and during the event.

Discover Stanwood Camano will provide \$750.00 per month (\$9,000 annually) for event content administration.

Community Event Management

Touch-A-Truck (May) Service provider will:

- Develop the event timeline and budget according to Attachment A with this scope of services.
- Develop and distribute marketing materials (posters, rack cards, banners). Graphic design services may be sought after a vendor of Stanwood Chamber’s
- choice. Final marketing materials must be presented to the Stanwood City Administrator for approval.
- Submit event details on the www.discoverstanwoodcamano.com. Event portal in a timely manner and promoted via DSC social media.
- Secure sponsorships as defined by DSC Sponsorship Program utilizing the DSC sponsorship package.

- Coordinate logistics of the event and secure location
- Secure a special event permit from the City of Stanwood for street closures, detour routes, use of public areas or other city services.
- Secure other regulatory agency permits such as health department, liquor permits and other permits and licenses as necessary for the event
- Solicit event participants, volunteers, or staff the event
- Provide event data to the City of Stanwood. Data to include # of participants, zip codes of participants, social media analytics. See special event permit requirements.

Discover Stanwood Camano will provide \$2,500 for Touch-A-Truck event management. Direct event related expenses will be submitted on an itemized statement to DSC on a monthly basis.

Light Up Your Holidays (LUYH (December) Service provider will:

- Develop the event timeline and budget according to Attachment A with this scope of services.
- Develop and distribute marketing materials (posters, rack cards, banners). Graphic design services may be sought after a vendor of Stanwood Chamber's choice. Final marketing materials must be presented to the Stanwood City Administrator for approval.
- Submit event details on the www.discoverstanwoodcamano.com. Event portal in a timely manner
- Secure sponsorships as defined by DSC Sponsorship Program utilizing the DSC sponsorship package.
- Coordinate logistics of the event and secure location
- Secure a special event permit from the City of Stanwood for street closures, detour routes, use of public areas or other city services.
- Secure other regulatory agency permits such as health department, liquor permits and other permits and licenses as necessary for the event
- Solicit event participants, volunteers, or staff the event
- Provide event data to the City of Stanwood. Data to include # of participants, zip codes of participants, social media analytics. See special event permit requirements.

Discover Stanwood Camano will provide \$3,000.00 for Light Up Your Holiday event management. Direct event related expenses will be submitted on an itemized statement to DSC on a monthly basis.

Reporting and Budget – Chamber will create a budget for individual events and include the cost of staffing, materials and services, equipment rental and other event costs. Each event shall have a timeline with milestones prepared and submitted to the Economic Development Board prior to the start of each contract year for review. After the completion of each event, a report to compare the budget with actual expenses shall be provided within sixty (60) days of the event. The annual report shall consist of a detailed narrative of events logistics, success and opportunities for improvement for next year. Event data must be included in the annual report.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8a

DATE: December 19, 2019

SUBJECT: Authorized Mayor Kelley to sign City Administrator Contract

CONTACT PERSON: Mayor Leonard Kelley

ISSUE

The issue in front of council is whether or not to authorize the Mayor to sign the amended City Administrator contract.

BACKGROUND

City Administrator Jennifer Ferguson was appointed October 8, 2018 and Mayor Kelley completed her first year review and recommends approval of the amended contract.

RECOMMENDED ACTION

Authorize the Mayor to sign amended contract with Mrs. Jennifer Ferguson for the position of Stanwood City Administrator.

SUMMARY

The City of Stanwood has a strong Mayor form of government with a City Administrator that runs the day to day business of the City. The City Administrator:

- Assures the effective and efficient utilization of City employees, funds, materials, facilities and time.
- Directs and controls the overall operations of the City to assure optimum services to the community.
- Represents the City to the community, state legislature, congress and other governmental agencies.
- Interacts directly with elected officials to ensure the smooth and efficient running of the City organization and the handling of important issues and concerns of a highly political nature.
- Assures the development of short and long term plans to meet the goals and objectives of the City; directs the development of City operations and presents

policy recommendations to the City Council regarding all aspects of City programs and services; implements the policies established by the City Council.

DISCUSSION

Mrs. Ferguson completed her first year with a successful and positive annual review, focused on economic development, tourism promotion, strategic organizational planning and direction, public engagement, capital planning and legislative engagement.

FISCAL IMPACT

The City Administrator position is a fully-funded, full-time position with the City. The salary range for the City Administrator position starts at \$11,043 per month and tops out at \$12,429 per month. This amendment advances Mrs. Ferguson to the third step in the salary range and continues yearly longevity incentive bonuses. The contract also provides a monthly \$35 telephone stipend as well as leave accrual language clean up.

COMMITTEE RECOMMENDATION

N/A

CITY COUNCIL OPTIONS

1. Authorize the mayor to sign the amended city administrator employment contract.
2. Do not authorize the mayor to sign the amended city administrator employment contract and provide direction regarding additional contract terms.

RECOMMENDED MOTION

I MOVE TO AUTHORIZE THE MAYOR TO SIGN THE AMENDED STANWOOD CITY ADMINISTRATOR EMPLOYMENT CONTRACT.

**CITY ADMINISTRATOR
EMPLOYMENT CONTRACT**

The CITY OF STANWOOD, a municipal corporation of the State of Washington (hereinafter referred to as "City"), hereby agrees to employ Jennifer Ferguson as City Administrator, and the said Jennifer Ferguson (hereinafter referred to as "City Administrator") hereby agrees to serve as the City Administrator for the City of Stanwood, on the terms and conditions stated below.

1. Scope of Authority and Duties: The City Administrator shall be subject to the direction, supervision and authority of the Mayor. The scope of authority and duties of the City Administrator are summarized below and in Stanwood Municipal Code Chapter 2.06.

The City Administrator shall operate within the statutory authority of strong Mayor – Council form of government, as set forth in RCW Chapter 35 A.12. Under the direction of the Mayor, the City Administrator shall be responsible for executing the policies of the City established by the City Council in its ordinances, motions, and resolutions.

With the approval of the Mayor, the City Administrator will have the authority to hire and fire City employees. The City Administrator shall have supervisory and oversight responsibilities over the Police, Finance, Human Resources, Planning, and Public Works Departments, as well as the City Clerk's office. At the Mayor's request the City Administrator shall represent the City in regional organizations in which the City holds membership. The City Administrator proposes the annual budget to the Mayor and Council and provides frequent updates on the overall financial outlook of the City. The City Administrator shall oversee and engage in, if deemed necessary, collective bargaining and propose contracts to the Mayor and Council for approval.

The City Administrator shall attend all regularly scheduled council meetings and workshops. She shall perform other duties as assigned by the Mayor.

2. Compensation:
 - A. Effective October, 2019, the annual salary for the City Administrator shall be \$137,424 or \$11,452 per month. For the month of October 2019, the monthly salary shall be pro-rated based upon 24 days remaining in the month. Payments of said salary shall be made monthly. The City Administrator will be eligible for mid-month payroll draws per the Stanwood Personnel Policy.
 - B. As an incentive to remain employed with City of Stanwood, and to recognize her advancement and familiarity with the position of City Administrator and familiarity with the affairs of the City, there shall be a retention incentive bonus of 3% added to the City Administrator base salary. The retention incentive bonus will be payable within the first pay period of the month following each of her first 3 anniversary dates of employment with City of Stanwood. The payment shall be calculated as a flat dollar amount and shall not be added to the base salary. This payment shall not be construed as changing the at will employment relationship

and is conditioned on the City and the City administrator both wishing to continue the employment relationship.

- C. In addition to the above, City Administrator shall be entitled to the same cost of living increases which are approved for other exempt department heads of the City.
3. Term: The term of this Contract shall commence October 8, 2018 and shall continue until terminated as provided by law, or pursuant to the provisions of this Contract.
4. Salary Adjustments and Performance Reviews: The salary for the City Administrator shall be subject to annual review by the Mayor and Council. Provided, however, during the first 6 months of employment there shall be a facilitated performance evaluation facilitated by a third party who will also assist the City Administrator, Mayor and Council in establishing an agreed upon process for future performance reviews and initial performance criteria and goals for the City Administrator which shall be updated annually for the following year. Following each annual performance review if the Mayor with input from the Council concludes that goals and performance criteria have been adequately met, the City Administrator will be eligible for a salary increase within the salary range of the position, as decided by the Mayor and approved by the City Council.
5. Fringe Benefits: Except as provided otherwise in this Agreement, City will pay, in addition to the compensation set forth in Paragraph 2 above, all health care and insurance benefits the same as those provided to all other management employees and as provided in the City's Employment Policies and Procedures.

In addition to the above the City will pay the employer's portion of applicable payroll taxes and benefits for: social security, Medicare, retirement (PERS 2 or 3), and L & I.

6. Deferred Compensation: The City will pay 3.5% of the City Administrator's annual salary into a DRS 457 Deferred Compensation Plan, to be added to the City Administrator's gross monthly pay in accordance with IRS requirements, then deducted and submitted in equal monthly installments to the plan provider.
7. Hours of Work: City Administrator is an exempt, salary position not eligible for overtime under the Fair Labor Standards Act or the State equivalent.

The City Administrator is responsible for arranging, with approval of the Mayor, her own hours of work to effectively complete the duties as outlined in Section 1 of this contract.

8. Executive Leave: In lieu of compensatory time, the City Administrator shall be granted ten (10) days of executive leave each calendar year. Said leave shall be pro-rated for 2018 for 3 months which is 3.33 days. Executive leave may be used for any reason, and the City Administrator must schedule and receive approval by the Mayor for use of executive leave. Executive leave must be used in the calendar year granted and shall not

be carried into the next calendar year. There shall be no cash out of unused executive leave upon separation of employment.

9. Reimbursable and/or Business Expenses: The City agrees to reimburse the City Administrator for reasonable and necessary expenses of a non-personal and job-related nature, which are incurred for the benefit of the City, per the Stanwood Personnel Policy. Said expenses shall include travel to and the costs of professional meetings, conferences, and short courses attended by the City Administrator which are approved in advance by the Mayor.

The City will pay City Administrator a monthly automobile allowance of \$250.00 for use of her personal vehicle for City business.

The City will pay for the Administrator's conference registration, subsistence and travel to at least one statewide conference of a professional City Administrator/Manager's association annually.

The City will also pay for the City Administrator's annual membership in the Washington Cities Management Association (WCMA) and the International Cities/Counties Management Association (ICMA).

The City will provide to the City Administrator a laptop computer and a monthly cell phone allowance of \$35.00 for City business use. The laptop will remain the property of the City.

10. Vacation: Upon the City Administrator's hire date the City Administrator will receive an accrued vacation bank of 20 days (160 hours); however, if the City Administrator leaves the City's employment by her own choosing within 18 months of her start date, she will forfeit the 20 days (160) hours which will be deducted from her vacation leave bank.

In addition to the initial leave bank vacation leave shall be accrued in equal monthly amounts of 20 days (160 hours) per year.

Vacation leave shall not be permitted in excess of 30 days (240 hours). Any vacation accrued but unused in excess of 30 days shall be lost.

Negative vacation balances will not be allowed.

The City Administrator is eligible to cash-out up to 5 days (40 hours) of accrued but unused vacation leave at the end of each calendar year. Also, the City Administrator is eligible for payout of all vacation leave accrued but unused upon employment separation.

11. Sick Leave: Upon the City Administrator's hire date, the City Administrator will receive an accrued sick leave bank of 5 days (40 hours). Thereafter, sick leave shall be accrued in equal monthly amounts of 12 days (96 hours) per year.

Sick leave shall not be accrued in excess of 90 days (720 hours) at any time.

Upon separation of employment from the City, the City Administrator shall receive cash out of accrued but unused sick leave, per Stanwood Personnel Policy.

12. Holidays: The City Administrator shall be entitled to the same paid holidays provided to all City employees as set forth in the Stanwood Personnel Policy.
13. Indemnity: The City will defend and indemnify the City Administrator consistent with RCW 4.96.041.
14. Termination of Contract – At-will Employment: The term of this Contract shall commence on October 8, 2018 and shall continue until terminated by either party as set forth below.

The City Administrator is an at-will employee and shall serve at the pleasure of the Mayor. It is specifically understood and agreed that the employment of the City Administrator shall be "at will" and either party may terminate this agreement at any time with or without cause.

Termination occurs when:

- a) the Mayor determines for any lawful reason, a need to terminate the City Administrator, or;
 - b) the City Administrator is given opportunity to resign by the Mayor, which the City Administrator may accept and declare to be a termination, or;
 - c) either party notifies the other of a breach of this contract and the party fails to cure within 30 days of notice
15. Cause for Termination: Cause for termination means the City Administrator being charged with a felony; the City Administrator's willful violation of federal, state, or local laws affecting the City; the City Administrator's intentional discrimination against an employee on the basis of age, race, sex, religion, ancestry, creed, disability, marital status or sexual orientation; and/or conduct that is unbecoming of a City Administrator such as driving while intoxicated or committing assault; and other intentional or substantial misconduct that is detrimental to the City.
 16. Severance Pay upon Termination: The City Administrator is not entitled to the severance pay described below if termination "for cause" occurs as described in section 15 above.

Upon the City Administrator's termination as outlined in Section 14(a, b or c), the City will pay severance in the amount of six months base salary on the last day of the month termination occurs. In addition to the severance amount, vacation and sick leave balances paid out in accordance with Section 10 and 11 above. All of the above will be

subject to the normal deductions and withholding for taxes.

17. Choice of Law, Breach of Agreement: This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington, U.S.A. In the event of litigation concerning the breach, interpretation or application of this Agreement, or any portion thereof, the prevailing party shall be entitled to recover its attorneys' fees and expenses in such amounts as shall be determined to be reasonable by the court. Venue for any action under this agreement shall be in Snohomish County Superior Court.
18. Integration: This contract constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, oral or otherwise, that have not been fully set forth in the text of this contract.
19. Notices: Any notice required to be given under this contract shall be delivered or mailed to the following parties at the following addresses:

Mayor Leonard Kelley
City of Stanwood
10220 – 270th Street, N.W.
Stanwood, WA 98292

Ms. Jennifer Ferguson
[REDACTED]
[REDACTED]

Any change of address by the City Administrator shall be submitted to the City's Finance Director and City Clerk.

20. Revisions. All revisions to this Agreement shall be in writing and shall be executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Employment Contract this ____ day of _____, 2019.

CITY ADMINISTATOR

CITY OF STANWOOD

Jennifer Ferguson

Leonard Kelley, Mayor

ATTEST:

APPROVED AS TO FORM:

By _____
David Hammond, City Clerk

By _____
Grant K. Weed, City Attorney