WASHINGTON DEPARTMENT OF FISH AND WILDLIFE
LAW ENFORCEMENT SERVICES CONTRACT

Contract Title:	City of Everett LES	WDFW Contract No.: **17-08869**	
Maximum Amount:	$30,000	Contract Period: 07/01/2017 – 06/30/2018	

A. PARTIES TO THE CONTRACT

This Contract is entered into between the Washington Department of Fish and Wildlife, 600 Capitol Way N, Olympia, WA 98501-1091 (hereinafter referred to as **WDFW**); and City of Everett (hereinafter referred to as the **City**); and shall be binding upon the agents and all persons acting by or through these parties who mutually agree as follows:

WHEREAS, the City allows public access to certain portions of the City's property for the purpose of outdoor recreation and other purposes; and prohibits public access in other portions of the City's property in the vicinity of the drinking water watershed;

WHEREAS, the WDFW has general law enforcement responsibilities within the boundaries of the State of Washington and;

WHEREAS, the City would like to contract for law enforcement services on the City's property from WDFW to ensure law enforcement officers are available when needed;

NOW THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between WDFW and the City as follows:

B. STATEMENT OF WORK

1. WDFW Responsibilities. WDFW commissioned law enforcement officers (WDFW Officers) will monitor designated properties as indicated in Appendix A, Location of Services. WDFW Officers will provide the following services as applicable:

   a) Within WDFW officer discretion, enforce all Washington State and County laws/codes and City Regulations, to the extent that the same may be enforced through the State police authority. City Regulations are set forth in Everett Municipal Code Chapter 8.64 - Chaplain Tract, a copy of which is attached hereto as Appendix B and incorporated herein by this reference.

   b) Patrol the area around Chaplain Tract and demonstrate a visible and active presence.

   c) Conduct security inspections of access gates, and report missing or damaged locks and gates.

   d) Investigate areas of use on the property, as evidenced by vehicular or foot traffic.

   e) Report all activities noted on the property and as pertinent on neighboring properties.

   f) Escort trespassers and rule-breakers off the property.

g) WDFW will provide copies of incident report(s), arrest report(s) or other public document(s) that document or substantiate actual or potential criminal activity occurring on City property at the end of each shift or as soon as practical, as permitted by law to:

Chelsi Foote
Email: CFoote@everettwa.gov
City of Everett
3200 Cedar St
Everett, WA 98201
Telephone: (425) 257-8204

h) WDFW shall, on a monthly basis, provide an invoice to the City detailing each person's time worked during the previous month. Invoices shall be addressed to:

Julie Sklare
City of Everett
3200 Cedar Street
Everett, WA 98201
Telephone: (425) 257-7208

i) Reasonably respond to request for service as schedule allows.

2. City Responsibilities. The City will provide WDFW Officers with the necessary information, documents and required access to the City's property under this Contract to include:

a. Gate codes or keys for locked gates where access is required.

b. The City will provide orientation training of personnel assigned by the WDFW on issues associated with the City.

c. The City Watershed Manager will work with the WDFW liaison to help assure coordination under this Agreement.

d. Make funding available for payment of law patrol services provided by WDFW Enforcement for the term of the contract.

e. Reimbursement WDFW for services rendered for actual hours worked, and mileage per the Cost of Services below.

C. PERIOD OF PERFORMANCE

The period of performance for this Contract shall commence on 07/01/2017 and will continue through 07/01/2018, unless terminated sooner as provided herein.

D. BILLING AND PAYMENT

The City will reimburse WDFW for the actual costs of providing services, including WDFW Officers' overtime salaries and benefits estimated to be approximately $66.86 per hour; vehicle mileage at the current GSA-approved rate (currently at $0.535 per mile; subject to change January 1st of each year); and indirect costs at WDFW's current federally-approved indirect cost rate of 32.46%. The combined estimated hourly rate (with mileage estimated at 20 per hour) is $99.45.

The maximum consideration payable to WDFW under this Contract shall not exceed $30,000.

The WDFW officer(s) shall provide documentation of actual hours worked per enforcement officer on a monthly basis to include total amount due. A billing invoice will be mailed to the attention of Julie Sklare at City of Everett, 3200 Cedar St., Everett, WA 98201.The City shall make payment to WDFW within 45 days of receiving WDFW's documented billing statement.

Billable time for WDFW Officers providing services under this Contract shall include the time necessary for the completion of paperwork, reports, and other documents required under this Contract; the time for travel to/from the location of service; and any time for official duties required by WDFW for services performed under this Contract.

E. GRANT OF ACCESS

This Contract applies to those properties administered by the City identified in Appendix A (Location of Services). The City grants permission to the WDFW Officers to enter into and upon the properties identified in Appendix A for the purpose of performing the work described in Section B – Statement of Work. The City also grants WDFW Officers permission to act on City's behalf with respect to trespass laws when unauthorized persons enter restricted areas or with respect to City area rule violations when certain persons have been asked to vacate.

F. NOTICES / PROJECT MANAGEMENT

1. Notices. Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties identified below.

For WDFW:	For the City:
Ted Nelson Contracts Officer 600 Capitol Way North Olympia, WA 98501-1091 Email: Ted.Nelson@dfw.wa.gov Phone: (360) 902-2401	Julie Sklare Senior Environmental Specialist 3200 Cedar Street Everett, WA 98201 Email: jsklare@everettwa.gov Phone: (425) 257-7208

Notwithstanding RCW 1.12.070, such communications shall be effective upon the earlier of receipt or four (4) calendar days after mailing. The notice address as provided herein may be changed by written notice given as provided above.

2. Project Management. The work described herein, necessary for the performance of this Contract, shall be performed under the coordination of the persons listed below or their successors, who will provide assistance and guidance to the other party.

For WDFW:

Sergeant Jennifer Maurstad
16018 Mill Creek Boulevard
Mill Creek, WA 98012-1541
Email: Jennifer.maurstad@dfw.wa.go
Phone: 425-681-9607

For the City:

Julie Sklare
Senior Environmental Specialist
3200 Cedar Street
Everett, WA 98201
Email: jsklare@everettwa.gov
Phone: (425) 257-7208

G. GENERAL TERMS AND CONDITIONS

1. Amendments. This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

2. Assignment. The work to be provided under this contract, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

3. Confidential Information. To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, the WDFW shall maintain the confidentiality of City's information marked confidential or proprietary. If a request is made to view City proprietary information, WDFW will notify the City of the request and of the date that the records will be released to the requestor unless City obtains a court order enjoining that disclosure. If City fails to obtain the court order enjoining disclosure, WDFW will release the requested information on the date specified. The WDFW's sole responsibility shall be limited to maintaining the above data in a secure area and to notifying the City of any requests for disclosure so long as WDFW retains City's information in WDFW's records. Failure to so label such materials shall be deemed a waiver by the City of any claim that such materials are exempt from disclosure.

4. Disputes. In the event that a dispute arises under this contract, it shall be determined by a Dispute Board in the following manner: Each party to this contract shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto.

5. Entire Agreement. This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

6. Governing Law: This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

7. Hold Harmless. Each party to this contract will be assigned, and assume responsibility for any damages to third parties that are attributable to the negligent acts or omissions of the individual party. Both parties agree, to the extent permitted by law, to defend, protect, save and hold harmless the other party, its officers, agents, and employees from any and all claims, costs, damages, and expenses suffered due to each party's own actions or those of its agents or employees in the performance of this contract.

8. Independent Capacity. The employees or agents of each party who are engaged in the performance of this contract shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

9. Nondiscrimination. During the performance of this contract, both parties shall comply with all federal and state nondiscrimination laws, regulations and policies.

10. Order of Precedence. In the event of any inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order to: applicable federal and state laws, regulations and rules; any provision of this Contract; and any document incorporated by reference.

11. Personnel. WDFW Officers performing work under the terms of this Contract shall be under the direct command and control of the Chief of WDFW's Enforcement Program or designee, and shall perform duties required under this Contract in a manner consistent with WDFW policy and regulations, and applicable federal, state and local laws. The assignment of WDFW Officers under this Contract shall be at the discretion of the Chief of WDFW's Enforcement Program or designee.

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

13. Termination. Either party may terminate this contract upon 30-days' prior written notification to the other party. If this contract is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this contract prior to the effective date of termination.

14. Waiver. A failure by either party to exercise its rights under this contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this contract unless stated to be such in a writing signed by an authorized representative of the party and attached to the original contract.

The parties signing below warrant that they have read and understand this Contract and have the authority to enter into this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract.

STATE OF WASHINGTON
DEPARTMENT OF FISH AND WILDLIFE

Signature Date 8/23/17

Jeffrey Hugdahl, Contracts and Procurement
Printed Name and Title

CITY

Signature Date 8/15/2017

Ray Stephanson, Mayor
Printed Name and Title

ATTEST:
City Clerk

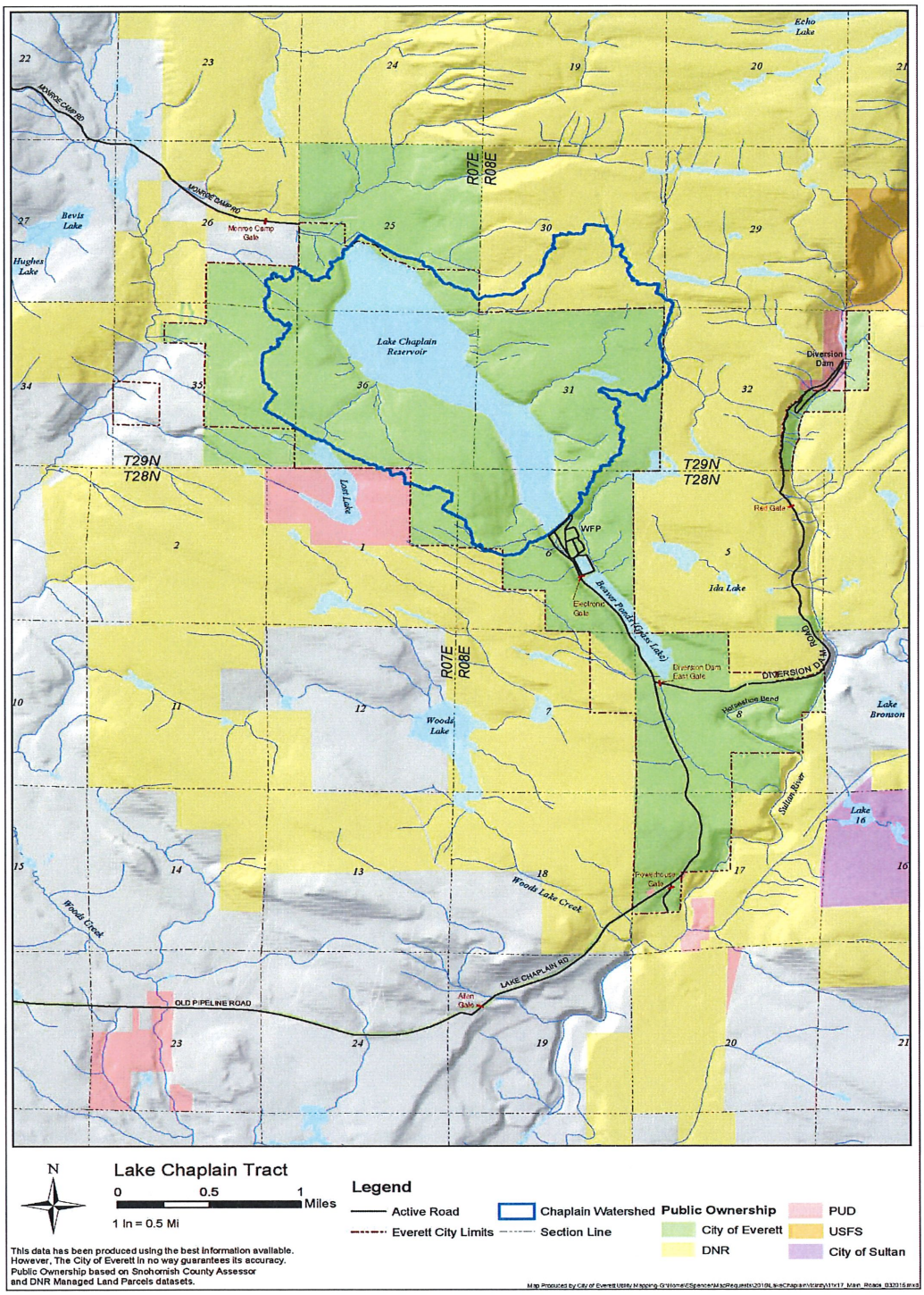
Attachments
Attachment A - Map
Attachment B – Everett Municipal Code 8.64

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 8/19/2014

Pursuant to EMC 8.64.190 B., I designate WDFW Officers to exercise the authority of peace officers on City-owned property within the corporate boundaries of the City to the extent necessary to enforce EMC Chapter 8.64, which power shall include issuance of citations

Dave Davis, Director of Public Works

APPROVED AS TO FORM
JAMES D. ILES, City Attorney


Lake Chaplain Tract
0
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1 In = 0.5 Mi
N
Legend
Active Road
Everett City Limits
Chaplain Watershed
Section Line
Public Ownership
City of Everett
DNR
PUD
USFS
City of Sultan
This data has been produced using the best information available. However, The City of Everett in no way guarantees its accuracy. Public Ownership based on Snohomish County Assessor and DNR Managed Land Parcels datasets.
Lake Chaplain Reservoir
Echo Lake
Bevis Lake
Hughes Lake
Ida Lake
Lake Bronson
Lake 16
Woods Lake
Lost Lake
Monroe Camp Gate
Red Gate
Electronic Gate
Diversion Dam East Gate
Diversion Dam
Powerhouse Gate
Alan Gate
WFP
Beaver Pond (Ogden Lake)
Horseshoe Bend
Sultan River
Woods Lake Creek
Woods Creek
MONROE CAMP RD
LAKE CHAPLAIN RD
OLD PIPELINE ROAD
DIVERSION DAM ROAD
T29N
T28N
R07E
R08E

Chapter 8.64 - Chaplain Tract

Chapter 8.64
CHAPLAIN TRACT

Sections:

8.64.010 Short title.
8.64.020 Purpose.
8.64.030 Definitions.
8.64.040 Area of regulations.
8.64.050 Trespass in Chaplain Tract.
8.64.060 Motor vehicles.
8.64.070 Fires.
8.64.080 Littering.
8.64.090 Illegal dumping.
8.64.100 Animal carcasses.
8.64.110 Abandonment of animals.
8.64.120 Unlawful discharge of firearms.
8.64.130 Trails and markings.
8.64.140 Natural or cultural resources.
8.64.150 Livestock.
8.64.160 Minerals and mining.
8.64.170 Possession of prospecting and mining equipment.
8.64.180 Rescinding privileges.
8.64.190 Enforcement.
8.64.200 Obstructing watershed patrol prohibited.
8.64.210 Making a false or misleading statement to watershed patrol.
8.64.220 Violations.
8.64.230 Other civil remedies.
8.64.240 Hazards and cautions.
8.64.250 Adjacent unincorporated lands.

8.64.010 Short title.

This shall be known and may be cited as the "Chaplain Tract" chapter. (Ord. 3315-13 § 1, 2013)

8.64.020 Purpose.

The purpose of this chapter is to protect the public health, safety, and welfare of those residents within the Everett water service area and provide a safe and environmentally sound public access program for the areas of the Chaplain Tract on which it is allowed. Specifically, this chapter seeks to protect public health and safety by regulating human activity located within the city-owned Chaplain Tract. (Ord. 3315-13 § 2, 2013)

8.64.030 Definitions.

The following words and terms when used in this chapter shall mean as follows, unless a different meaning clearly appears from the context:

A. "Authorized" means any permitted activity as defined in this chapter or otherwise permitted by the director of public works or his or her designee.

B. "Chaplain Reservoir watershed boundary" means generally the area of land that collects and discharges runoff into Chaplain Reservoir.

C. "Chaplain Tract" is the combination of Chaplain Tract North and Chaplain Tract South as described in the areas of regulation below.

D. "Everett water service area" means that area bound generally by Arlington to the north; Granite Falls, Chaplain Reservoir and Sultan to the east; the Snohomish/King County line to the south; and Puget Sound to the west (as specifically delineated in the "Water System Plan Update" [City of Everett 2007]) in which domestic and industrial water is provided by the city of Everett to its customers.

E. "Off-road vehicles (ORVs)" means a non-street registered vehicle when used for recreational purposes on nonhighway roads, trails, or a variety of other natural terrain. "Off-road vehicles" or "ORV" includes, but is not limited to, all-terrain vehicles, motorcycles, four-wheel drive vehicles, dune buggies, and snowmobiles. The term excludes any military, fire, emergency, or law enforcement vehicle when used for emergency purposes.

F. "Right-of-way" means the actual property which is publicly dedicated or reserved for road access and for other public purposes such as public utilities.

G. "Watershed" means, generally, that area of land that collects and discharges runoff into a specific body of water (used synonymously with "drainage basin" or "catchment"). In this case, the Chaplain Reservoir watershed is a smaller component of the larger Sultan River watershed.

H. "Watershed patrol" means any person designated by the public works director to enforce rules and regulations within city-owned Chaplain Tract property. Such persons shall bear identification reflecting the authority under which they act, which identification shall be shown to any person requesting the same. (Ord. 3315-13 § 3, 2013)

8.64.040 Area of regulations.

A. This chapter regulates human activity within incorporated, city-owned property known collectively as the Chaplain Tract, which is divided into two separate and distinct areas known as "Chaplain Tract North" and "Chaplain Tract South" as defined by this section. The regulations of this chapter apply to the entire Chaplain Tract except where specifically designated.

B. "Chaplain Tract North" means that incorporated, city-owned land which is not open for public use. It includes the following locations:

1. The entire area within the Chaplain Reservoir watershed boundary.

2. The entire area located north of the electronic gate at the entrance to the city water filtration plant except pedestrian and bicycle travel along T-1250 to Lost Lake south of the Chaplain Reservoir watershed boundary.

3. The area north of the Diversion Dam on the Sultan River.

C. "Chaplain Tract South" means that incorporated, city-owned property which is open to the public for limited recreational uses including hunting and fishing as licensed by the State Department of Fish and Wildlife and subject to the regulations of this chapter. It includes the following locations:

1. The area located south of the electronic gate at the entrance to the city water filtration plant and outside the Chaplain Reservoir watershed.

2. The area south of the Diversion Dam on the Sultan River.

3. Pedestrian and bicycle travel along T-1250 to Lost Lake south of the Chaplain Reservoir watershed boundary. (Ord. 3315-13 § 4, 2013)

8.64.050 Trespass in Chaplain Tract.

A. Chaplain Tract North—No Public Access. No person shall knowingly enter or remain, unless authorized, on lands described as Chaplain Tract North or in or upon Chaplain Reservoir and its shoreline.

B. Chaplain Tract South—Restricted Public Access. No person shall knowingly enter or remain, unless authorized, on lands described as Chaplain Tract South between six p.m. and six a.m. every day of the week. The gate located at the south end of Lake Chaplain Road (approximately four miles south of the city filtration plant) will be locked between the hours of six p.m. and six a.m.

C. No person shall land an aircraft on Chaplain Tract including Chaplain Reservoir except as a result of emergency or by permission through prior arrangements with the city.

D. Public access areas may be closed at any time for construction, maintenance, security, or other operational necessities, and public access at these times is prohibited and a violation of this section.

E. No person shall knowingly enter or remain, unless authorized, on lands within four hundred feet of the city of Everett Diversion Dam in the Sultan River at river mile 9.5.

F. Violation of any provisions of this section shall constitute trespass in Chaplain Tract, a gross misdemeanor, as defined by Section 10.04.080. (Ord. 3315-13 § 5, 2013)

8.64.060 Motor vehicles.

A. Parked vehicles shall not restrict access on roads or to gates. Vehicles restricting access may be impounded and towed at the owner's expense.

B. Motor vehicle access to and use of closed city-owned roads and rights-of-way is limited to authorized vehicles on official business only. Unauthorized vehicles may be impounded and towed at owner's expense.

C. Motorized vehicle usage is restricted to improved roads.

D. Off-road vehicle (ORV) activity is prohibited.

E. Violation of any of the provisions of this section constitutes an infraction and may be punished by a penalty of not more than two hundred fifty dollars. (Ord. 3315-13 § 6, 2013)

8.64.070 Fires.

All fires are prohibited in the Chaplain Tract other than fires for city-authorized management activities. Violation of any of the provisions of this section constitutes an infraction and may be punished by a penalty of not more than two hundred fifty dollars. (Ord. 3315-13 § 7, 2013)

8.64.080 Littering.

No person shall leave, deposit, drop, or scatter any bottles, broken glass, ashes, paper, cans, or other rubbish, litter, or refuse in the Chaplain Tract except in a garbage can or other receptacle designated for such purposes. Violation of any of the provisions of this section constitutes an infraction and may be punished by a penalty of not more than two hundred fifty dollars. (Ord. 3315-13 § 8, 2013)

8.64.090 Illegal dumping.

No person shall deposit household or commercial garbage, trash, refuse, waste, debris, rubbish, or organic matter in any Chaplain Tract garbage receptacle or upon any Chaplain Tract property. Violation of this section shall be a misdemeanor as defined by Section 10.04.080. (Ord. 3315-13 § 9, 2013)

8.64.100 Animal carcasses.

Hunters shall not leave animal carcasses or putrescible material (viscera and skins) on Chaplain Tract property. Violation of any of the provisions of this section constitutes an infraction and may be punished by a penalty of not more than two hundred fifty dollars. (Ord. 3315-13 § 10, 2013)

8.64.110 Abandonment of animals.

No person shall abandon an animal by intentionally, knowingly, recklessly or with criminal negligence leaving a domesticated animal in the Chaplain Tract. Violation of this section shall be a misdemeanor as defined by Section 10.04.080. (Ord. 3315-13 § 11, 2013)

8.64.120 Unlawful discharge of firearms.

Discharge of firearms is prohibited in the Chaplain Tract except when lawfully hunting in Chaplain Tract South. Discharge of firearms within one-half mile of the electronic gate at the south end of the city of Everett water filtration plant or from, across, or along the maintained portion of city-owned roads and rights-of-way is prohibited at all times. Violation of this section shall constitute unlawful discharge of a firearm in Chaplain Tract, a gross misdemeanor, as defined by Section 10.04.080. (Ord. 3315-13 § 12, 2013)

8.64.130 Trails and markings.

The public is prohibited from marking new trails, hanging new ribbon, or removing existing ribbon in the Chaplain Tract. Violation of any of the provisions of this section constitutes an infraction and may be punished by a penalty of not more than two hundred fifty dollars. (Ord. 3315-13 § 13, 2013)

8.64.140 Natural or cultural resources.

The public is prohibited from damaging, destroying, or removing natural or cultural resources from the Chaplain Tract except berry and mushroom picking for personal use. Violation of any of the provisions of this section constitutes an infraction and may be punished by a penalty of not more than five hundred dollars. (Ord. 3315-13 § 14, 2013)

8.64.150 Livestock.

Horseback riding, and all other livestock, is prohibited in the Chaplain Tract except in limited areas along the Chaplain Road and pipeline right-of-way. Violation of any of the provisions of this section constitutes an infraction and may be punished by a penalty of not more than two hundred fifty dollars. (Ord. 3315-13 § 15, 2013)

8.64.160 Minerals and mining.

All mineral prospecting and mining is prohibited on or from the Chaplain Tract. Violation of this section shall be a gross misdemeanor as defined by Section 10.04.080. (Ord. 3315-13 § 16, 2013)

8.64.170 Possession of prospecting and mining equipment.

Every person who shall use or have in his/her possession any equipment such as, but not limited to, a pan, sluice box, rocker box, shovel, metal detector, dredge, bucket, or implement adapted, designed, or commonly used for mining or mineral prospecting, under circumstances evincing an intent to use or employ, or allow the same to be used or employed, for mining or mineral prospecting on or from the Chaplain Tract, or knowing that the same is intended to be so used, shall be guilty of illegal possession of prospecting and mining equipment on Chaplain Tract. Violation of this section shall be a gross misdemeanor as defined by Section 10.04.080. (Ord. 3315-13 § 17, 2013)

8.64.180 Rescinding privileges.

Visiting and use privileges may be rescinded for cause or violation of these regulations. (Ord. 3315-13 § 18, 2013)

8.64.190 Enforcement.

A. It shall be the responsibility of the public works director to enforce all provisions of this chapter (as amended).

B. The public works director and his/her designees shall be empowered to exercise the authority of peace officers on city-owned property within the corporate boundaries of the city to the extent necessary to enforce this chapter, which power shall include issuance of citations.

C. Persons designated as watershed patrol by the public works director to enforce this chapter shall bear identification reflecting the authority under which they act, which identification shall be shown to any person requesting the same. (Ord. 3315-13 § 19, 2013)

8.64.200 Obstructing watershed patrol prohibited.

A person commits the offense of obstructing the watershed patrol if:

A. He/she intentionally uses or threatens to use force to obstruct a person he/she knows or should reasonably know is a watershed patrol officer and while such watershed patrol officer is performing his/her official duties on city property, within the corporate boundary of the city.

B. He/she intentionally does any act that he/she knows or should reasonably know will interfere with or obstruct a person known to be or who should reasonably be known to be a watershed patrol officer and while such watershed patrol officer is performing his/her official duties within the corporate boundary of the city.

C. Obstructing watershed patrol is a gross misdemeanor as defined by Section 10.04.080. (Ord. 3315-13 § 20, 2013)

8.64.210 Making a false or misleading statement to watershed patrol.

No person shall knowingly make a false or misleading material statement to a watershed patrol officer. "Material statement" means a written or oral statement reasonably likely to be relied upon by a watershed patrol officer in the discharge of his or her official powers or duties. Making a false or misleading statement to a watershed patrol is a gross misdemeanor as defined by Section 10.04.080. (Ord. 3315-13 § 21, 2013)

8.64.220 Violations.

Unless otherwise specified, any violation of this chapter or failure to comply with its mandatory requirements shall be an infraction and may be punished by a penalty of not more than two hundred fifty dollars. Each violation shall be treated as a separate violation. (Ord. 3315-13 § 22, 2013)

8.64.230 Other civil remedies.

Notwithstanding the enforcement procedures contained in this chapter, the city reserves the right to exercise any other available civil remedies otherwise provided by law including filing for injunctive or other civil relief. (Ord. 3315-13 § 23, 2013)

8.64.240 Hazards and cautions.

Users seeking access to the Sultan River are advised to proceed with caution. Potentially hazardous natural conditions occur throughout the property, particularly in the vicinity of the Sultan River. Therefore, users proceed at their own risk. Also, river users are advised that the Sultan River may experience sudden increases in flow velocity and depth without warning due to operation of the Jackson Hydroelectric Power Project. For information about Jackson Project operating schedules that could affect river flows, contact the Snohomish County public utility district or refer to www.snopud.com. (Ord. 3315-13 § 24, 2013)

8.64.250 Adjacent unincorporated lands.

The public works director shall also have the authority to develop rules for public access to city-owned, unincorporated property adjacent to Chaplain Tract. Any rules shall be made available to the public upon request at the department of public works. (Ord. 3315-13 § 25, 2013)

The Everett Municipal Code is current through Ordinance 3549-17, passed May 10, 2017.

Disclaimer: The City Clerk's Office has the official version of the Everett Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

Agreement

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

#19

PROJECT TITLE:
Authorize the Mayor to sign Washington Department of Fish And Wildlife Law Enforcement Services Contract No. 17-08869 for Services at the Lake Chaplain Tract

_____	Briefing
_____	Proposed Action
_____	Consent
_____	Action
_____	First Reading
_____	Second Reading
_____	Third Reading
_____	Public Hearing
_____	Budget Advisory

COUNCIL BILL #	
Originating Department	Public Works
Contact Person	Julie Sklare
Phone Number	425-257-7208
FOR AGENDA OF	~~July 19,~~ 2017 Aug. 9

Initialed by:
Department Head
CAA db
Council President JT

Location	Preceding Action	Attachments	Department(s) Approval
Lake Chaplain Tract		Contract	Public Works, Legal

Amount Budgeted	$30,000	
Expenditure Required	$30,000	Account Number(s):401-5-200-118-923-510
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:
The City of Everett employs two watershed patrolmen, seven days a week, to patrol the City's drinking water watershed and enforce City ordinance. This patrol activity prevents trespass in the closed areas, vandalism to City property and facilities, and possible threats to water quality. Currently, one of the patrolmen is out on extended leave. The City is contracting with Washington Department of Fish and Wildlife (WDFW) for law enforcement services to fill gaps in patrol, especially during the high activity summer months.

This is a one year, on-call contract with WDFW for services up to a maximum of $30,000.

Council approval 8-9-17 JJ

RECOMMENDATION (Exact action requested of Council):
Authorize the Mayor to sign Washington Department of Fish And Wildlife Law Enforcement Services Contract for services at the Lake Chaplain Tract.