



# CITY OF SNOHOMISH

*Founded 1859, Incorporated 1890*

116 UNION AVENUE □ SNOHOMISH, WASHINGTON 98290 □ TEL (360) 568-3115 FAX (360) 568-1375

## NOTICE OF REGULAR MEETING

### SNOHOMISH CITY COUNCIL

in the  
George Gilbertson Boardroom  
1601 Avenue D

**TUESDAY**  
**April 19, 2016**  
**7:00 p.m.**

### AGENDA

*Estimated  
time*

- 7:00 1. **CALL TO ORDER**
- a. Pledge of Allegiance
  - b. Roll Call
2. **APPROVE AGENDA** contents and order
3. **APPROVE MINUTES** of the meeting of April 5, 2016 meeting (*P.1*)
- 7:05 4. **CITIZEN COMMENTS** - *Three minutes allowed for citizen comments on subjects not on the agenda. Three minutes will be allowed for citizen comments during each Public Hearing, Action or Discussion Agenda Item immediately following council questions and before council deliberation. Citizen comments are not allowed under New Business or Consent items.*
- 7:15 5. **PRESENTATION** – Snohomish County Tourism Bureau Annual Report
6. **ACTION ITEMS**
- 7:25 a. Advisory Measure November 2016 Ballot Prohibiting Fireworks – **PASS** Resolution 1344 (*P.23*)
- 7:30 b. Washington Wildlife and Recreation, Outdoor Recreation Account for Fischer Park Playground Project – **PASS** Resolution 1345 (*P.27*)

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- 7:40 7. **CONSENT ITEMS**
- a. **AUTHORIZE** payment of claim warrants #58491 through #58566 in the amount of \$490,769.58 issued since the last regular meeting (P.85)
  - b. Comprehensive Emergency Management Plan – **PASS** Resolution 1342 (P.95)
  - c. Hazard Mitigation Plans and Annexes – **PASS** Resolution 1343 (P.99)
  - d. **AUTHORIZE** City Manager to Sign Contract for Sunday Farmers Market (P.139)
  - e. **AUTHORIZE** City Manager to Sign a Contract with Harms Paving Co, Inc. (P.147)
  - f. **AUTHORIZE** City Manager to Sign Construction Contract for WWTP Automatic Transfer Switch (ATS) Replacement Project (P.165)
  - g. **AUTHORIZE** City Manager to Sign Thomco Settlement Agreement (P.169)
  - h. **AUTHORIZE** City Manager to Sign Animal Control Transport Services Agreement (P.175)
- 7:50 8. **OTHER BUSINESS/INFORMATION ITEMS**
- 8:00 9. **COUNCILMEMBER COMMENTS/LIAISON REPORTS**
- 8:10 10. **MANAGER’S COMMENTS**
- 8:20 11. **MAYOR’S COMMENTS**
- 8:30 12. **ADJOURN**

**NEXT MEETING:** Tuesday, May 3, 2016, workshop at 5:30, regular meeting at 7 p.m., in the George Gilbertson Boardroom, Snohomish School District Resource Center, 1601 Avenue D.

*The City Council Chambers are ADA accessible. Specialized accommodations will be provided with 5 days advanced notice. Contact the City Clerk's Office at 360-568-3115.*

*This organization is an Equal Opportunity Provider.*

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#### **Snohomish City Council Meeting Minutes April 5, 2016**

1. **CALL TO ORDER:** Mayor Guzak called the Snohomish City Council meeting to order at 7:00 p.m., Tuesday, April 5, 2016, in the Snohomish School District Resource Service Center, George Gilbertson Boardroom, 1601 Avenue D, Snohomish, Washington.

##### **COUNCILMEMBERS PRESENT**

Derrick Burke  
Karen Guzak, Mayor  
Tom Hamilton  
Zach Wilde  
Dean Randall  
Michael Rohrscheib

##### **STAFF PRESENT**

Larry Bauman, City Manager  
Grant Weed, City Attorney  
Jennifer Olson, Finance Director  
Owen Dennison, Planning Director  
Steve Schuller, Public Works Director  
John Flood, Police Chief  
Pat Adams, City Clerk  
Clay White, Interim Planning Director  
Yosh Monzaki, City Engineer  
Denise Johns, Project Manager  
Sharon Pettit, Building/Fire Official

##### **COUNCILMEMBER ABSENT**

Lynn Schilaty

**MOTION** by Wilde, second by Hamilton to excuse Councilmember Schilaty. The motion passed unanimously (6-0).

2. **APPROVE AGENDA** contents and order

Mayor Guzak explained there is a new process for citizen information. The meeting agendas will now be placed on a table directly outside of the meeting room for citizens to pick up on their way into the meeting if they wish.

Mayor Guzak proposed a change to the agenda with the addition of a new Action Item 6 c., which requests authorizing the City Manager to appoint an interim Planning Director. She also proposed an additional ten minutes be allowed for the Executive Session.

**MOTION** by Randall, second by Rohrscheib to approve the amended agenda. The motion passed unanimously (6-0).

3. **APPROVE MINUTES** of the meetings of March 15, 2016

- a. Workshop
- b. Regular Meeting

**MOTION** by Hamilton, second by Rohrscheib to approve the minutes of the March 15<sup>th</sup> workshop and regular meeting. The motion passed unanimously (6-0).

4. **CITIZEN COMMENTS**

Mayor Guzak welcomed the citizens to the Council meeting. She discussed changes in the procedures for citizen comments to encourage more citizen engagement and provide additional opportunities for citizens to speak. She emphasized that the Council is comprised of seven citizen elected councilmembers. She introduced the City Manager, City Attorney, Finance Director, Planning Director, Public Works Director and Police Chief as staff. She stated the Council and staff are here to serve the citizens of Snohomish. Council makes

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policy decisions and provides oversight and direction to staff. She noted tonight's agenda includes several action and discussion items and citizens are welcome to speak on any of those items. Mayor Guzak explained the meeting will start with citizen comments on subjects not on the agenda, and if any citizen wishes to speak later on agenda items, they will be given an opportunity to comment. Citizens have three minutes to speak. She requests when coming forward to please state your name and address. She requested citizens also sign in and indicate which agenda item they wish to address. She noted agenda items where comments are accepted are public hearings, action items and discussion items, but not new business or consent items. She stated the procedure for public comment will be that she will ask for comments after staff presentation and council questions and before council deliberation. The Council may not have answers for the public immediately, but will do their best to address citizen concerns as quickly as possible. The Mayor summarized that public comment is three minutes and to please respect time and issues of civility. She noted we are all in this together and we are all trying to do the best job we can for the City. It was further noted, comments are not for having a debate or protracted dialogue, and that citizens can also reach staff by email and telephone. The City's website contains Council and staff contact information. She encouraged citizens to avail themselves to the many ways to communicate with their City representatives.

**Morgan Davis, 206 Avenue I**, stated at the last Council meeting he spoke about the City of Kent selling off ten acres of park land to a developer for \$2 million. He said this was almost an identical situation Snohomish faced - a rejected tax levy and the need for money for park maintenance and new improvements. Mr. Davis provided a handout to the Council of a realtor's brochure showing 9.33 acres on Ludwig Road next to the power lines zoned Single Family Residential 7200 with an asking price of \$2.15 million. He stated he knows the City purchased the ten acres at 2000 Ludwig Road at the depth of the great recession's real estate slump a few years back for \$700,000. He asked Mr. Schuller or Mr. Weed to correct him if he's wrong, but he believes eminent domain wasn't involved, and therefore, there is no deed restriction thus allowing the City to surplus the ten acres and sell it to the highest bidder. He asked what \$2 million could do for our City parks. He noted part of the proceeds could purchase the Iron Works properties from the Gamble family and start improving the Wildlife Refuge area and a riverfront trail at Stockers twenty acre cattle ranch, now a boat launch. You could then have a pedestrian riverfront trail all the way from First and Lincoln west to around the Wildlife Refuge to the foot of Ludwig Road and Second Street. This would serve all the residents west of Avenue D, including Ludwig Road residents and would be a major attraction for visitors, tourists and bicyclists. This would be far better for the residents on the west side - including him - then waiting for ten or twenty years for sidewalks to go in all along Ludwig Road. He said the Mayor indicated that was the main reason the City can't or won't site an off leash dog park at 2000 Ludwig Road. On another subject, Mr. Davis stated in the minutes on page 27, under New Business, the Clerk quoted him because she could apparently hear his comments because she didn't need the audio, but there were a couple of other citizens that spoke and they were left out of the minutes. They were not acknowledged. The woman that lived at Patrick Plaza was not included. That's the reason he spoke because it was opened up for public comment. Those two citizens were not included. The Clerk explained that the audio system was not working properly and her comments were inaudible. He suggested having Mr. Bauman take a few thousand dollars out of Ron Dotzauer's \$16,000 budget for the focus groups and instead of having a phone survey save that money and the \$150 provided to people who live outside the City that don't even have a say in our City, and fix the audio system and that would be far better for citizen communication.

Mayor Guzak thanked Mr. Davis for his comments.

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#### **5. PRESENTATIONS:**

Mayor Guzak presented a proclamation to Ed Poquette, President of the Historic Downtown Snohomish recognizing April as Volunteer Month in Snohomish in honor of the citizens who did so much good work for the City, giving so much of their time and talent to make the City a great place to live.

City Manager Bauman introduced Clay White the City's interim Planning Director to replace Owen Dennison whose last day is April 6. Mr. White has been hired through the Prothman Company on the Manager's contract authority. Mr. Bauman is requesting as shown in the additional action item added to the meeting agenda, to obtain the Council's concurrence to continue his contract. Mr. White has agreed to begin working April 5, and has participated in hand off meetings with Mr. Dennison. The City is very excited about having him here. Mr. White has a great deal of experience as a Planner, most recently with Snohomish County as Planning Director for Planning and Development Services. Mr. White has two Bachelor degrees from Central Washington University in Geography and Anthropology. Mr. Bauman believes he will be a great temporary addition to staff.

Mayor Guzak stated she has worked several years with Clay White on the Snohomish County Tomorrow Executive Board and she applauds his intelligence and integrity, and she is glad he will be working here.

#### **6. ACTION ITEMS**

##### **a. AMEND Street Vacation SMC 12.48 – ADOPT Ordinance 2305**

Mr. Monzaki stated there have been five street vacation requests submitted to the City since 2014. During these processes, staff has had the opportunity to review the City's street vacation code which is shown in Section 12.48. Staff found there are a few sections that need to be revised. These sections address the application fee, compensation and appraisals. In Section 12.48.010, Item B. There is a reference to a deposit which was removed because the City does not accept deposits for the street vacation application. An application fee of \$1,000 is required to be paid at the time the street vacation petition is submitted to cover staff time and legal fees to process the vacation. The fee amount is comparable to neighboring agencies. Section 12.48.020, Item A., again removes reference to a deposit. The compensation section in 12.48.040 was revised to clarify that compensation is required prior to the vacation becoming effective. Timeframes were also rewritten to be consistent with RCW 35.79.030, the State's street vacation code and clarifies the limits on compensation amounts. Basically, the compensation amount cannot exceed one half of the appraised value, unless the requested vacation area has been a public right-of-way or more than twenty five years, or if the right-of-way was acquired at public expense then the compensation amount cannot exceed the full appraised value. Sections were added to allow Council additional alternatives when making decisions on compensation. Council can waive or reduce the compensation when a requested vacation area is traded for a property that is greater or approximately equal in value. Additionally, the compensation amount is to be determined based on an average of the County's assessed value of abutting properties if the vacation area is 1,500 square feet or less and it is in the residential area. The next item, allows the Council to waive or reduce the compensation when the requested vacation area is equal to or less than 500 square feet. Section 12.48.070 addresses appraisals. Language was added to provide the applicant an option on the selection of an appraiser. The applicant can either select an appraiser from the City's list or submit an

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appraiser to the City for the Public Works Director's approval. Staff will be working with the City Attorney's Office to develop a list of appraisers the applicant can select from. Additionally, the applicant can suggest an appraiser that may not have been included in the City's list. A section was also added stating if the fee is not submitted or an appraisal is not completed within a twelve month period, then the petition will be denied and the applicant would have to resubmit. This language was added to encourage the applicant to be prompt with their submittal.

Councilmember Burke questioned language worded as "a real estate appraiser who has a *reputation* for respecting rules and regulations." He wanted to know if somebody has been sanctioned within this industry, is there a way to track that down. He felt the word "reputation" sounded a little odd and suggested possible alternate wording.

Mr. Monzaki stated he would consider revising the wording.

Councilmember Randall wondered if the list of appraisers would be updated annually and how would the list be managed.

Mr. Monzaki replied staff could review the list annually. However, there is no planned schedule for review.

Mayor Guzak asked the City Attorney to comment on the issue of reputation.

Mr. Weed responded he believes there is a board that certifies appraisers and their credentials. It is much like realtors, if they violate their code of ethics, there is a record of having been disciplined. However, he would like to verify that point.

**Morgan Davis, 206 Avenue I**, stated there is no need to change SMC 12.48.070, Subsection (A) or 12.48.040 (A). The current code reads under 070 (A), "Said appraisal shall be by a professional appraiser selected by the City unless otherwise determined by the Public Works Director." That's enough leeway the way it is. Also, it states the cost of the appraisal shall be borne by the applicant. Leave it alone. He stated a good example of the current effectiveness of this code is the Hans Dunshee purchase of 360 feet of City land at Hill Park. The City selected a professional appraiser, Sherwood and Associates, who charged Mr. Bauman \$1,500 for the very thorough appraisal and Hans Dunshee had to pay the cost. Incidentally, the appraisal came in at \$20 per square foot and Hans Dunshee didn't challenge it. So, there's no need to change 12.48.070 Subsection (A). On 12.48.040, Subsection A, the current code reads, "The City Council shall require the petitioners to compensate the City of Snohomish." Changing shall to may is a bad idea. Why would the City want to do that? The City wants to be compensated. He's a taxpayer. It would be like giving the applicants discretion not to pay him. Leave the word shall in there. May only invites cronyism and abuse and prevents a level playing field for all City property owners. In other words, proposed Ordinance 2305 rigs the system for a favored few. Subsection (A) also reads, "When the street or alley has been part of a dedicated public right-of-way for twenty-five years or more or when the street or alley or a portion thereof were acquired at public expense, an amount that does not exceed the full appraised value of the area vacated." That's what it is now. You're changing it from full value to only one-half value. That's backwards. In summary, allowing the applicant to choose the appraiser is a very bad deal for the City taxpayer. What seller or bank in their right mind would let the buyer or borrower to choose the appraiser to set the sale price? What property owner would pay, for example, for a piece of property at \$100,000 and then later could only sell it for \$50,000. That's what

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you're asking the City to do. When Council deliberates on these code changes, put yourselves in the shoes of the average, law abiding City taxpayer and property owner, and if not, explain why in the world would you want to invite more cronyism for this small town. His neighbor read the proposed ordinance and surmised it was tailor made for someone from an influential family, like Lance Harvey, who would not have to choose from the City's list of approved appraisers and then would only have to pay half of the appraised value. Mr. Davis finds it mind boggling that Mr. Weed would draft an ordinance like this.

**Diana McDowell, 165 Cypress**, stated her comments are regarding Action Item 6a, amending street vacation and adopting Ordinance 2305. She notified the Council if the Ordinance is approved, it should not be retroactive. Any pending road vacation requests should not now be subject to the additional fees, restrictions and time limitations. She is concerned about the City's timing related to the Ordinance change proposal at this meeting, due to her discussion with Councilmembers at last month's Council meeting. She finds it odd that this issue is being heard tonight after Council instructed City employees to work with her. She was disappointed when she saw the agenda item and was not notified by staff. She hopes the Council will do its best for all.

Councilmember Hamilton wanted clarification on whether there is a pending vacation request under current regulations.

Attorney Weed stated any ordinance that the City Council might pass would be prospective only. It would not be retroactive unless the ordinance specifically stated it is to be retroactive. He questioned Mr. Dennison and asked if a petition is pending which has been accepted by the Council for processing. If the Council adopted changes to the ordinance, it would apply to new petitions for vacation that are accepted by the Council.

Mr. Monzaki replied that the City did receive a petition from Ms. McDowell.

Attorney Weed clarified this would not apply if Council hasn't acted on the petition and has not accepted it to go forward. Although it has been submitted, it has not been reviewed, nor has a hearing been conducted by the Council.

Councilmember Randall wanted to address Section 12.48.040 under Compensation where wording changed from shall to may. He wanted to know if that was because the City may have situations where it would have a property trade or some other kind of adjustment.

Attorney Weed replied there are new provisions under certain limited circumstances which would allow the Council to either waive compensation or reduce it. Those limited circumstances are spelled out in the code. If you said shall, it could be interpreted as being in every instance you have to require compensation. There are some instances where there are small or de minimis street vacations where the cost of processing the vacation is likely to be more than the compensation would be. There are others, where it would be less. It provides some flexibility, but the Council ultimately makes the decision regarding what the compensation will be. In the instance of one-half of the appraised value versus full value, the changes in the code are really only clarification of what is already in the code and it more strictly follows State law. Under the State law governing street vacations, the Council is not allowed to require more than one-half or more than full value unless the street has been dedicated for twenty-five years or more or was acquired entirely at public expense. The language in the ordinance is only clarification of what's already in State law and doesn't change the code as it was written before. It's just clearer.

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Mayor Guzak stated she appreciates Mr. Weed's thorough review of this issue and his clarification.

Councilmember Hamilton inquired about the vacation request submitted to the City. He wanted to know where the petition stands today.

Attorney Weed responded petitions for street vacations aren't like land use permits that are vested immediately upon their submission. Street vacations are a discretionary act by the Council. There is a process set up in the code to review and approve the street vacation going forward, and allow the person petitioning to obtain an appraisal and hold a public hearing and consider vacating a right-of-way. The code in place at the time when the Council makes its discretionary decision to go forward is the code that would apply to a street vacation. In this instance, he's not sure it makes a difference. Until the Council accepts the petition and decides it wants to go forward with considering the vacation of a right-of-way, the code in effect at that time is what applies.

Mr. Schuller stated another reason for the code change is due to the economy improving, which has resulted in the City Engineer receiving increased requests for street vacations, as property owners are looking for ways to develop their properties. Staff has been working on this for quite some time. This didn't just come up recently.

Mayor Guzak stated she understands the code changes are basically cleaning up the existing code and making it more compliant with State law, and also with the City's fee schedules.

Mr. Weed agreed with the Mayor's understanding of the code changes.

Councilmember Hamilton questioned the financial impact to somebody requesting a street vacation under the current code and the proposed code.

Mr. Schuller stated there is no change in the fee. As Mr. Monzaki described, the code had the word deposit and the code change clarifies that it is not a deposit, it's an actual fee. The language was confusing. Part of the code referenced a fee and other parts, a deposit. There is no change in the fee proposed. Council approved the \$1,000 fee as part of its adoption of the City's fees resolution in January. This is correcting the language in the code to clarify that it is not a deposit. It is a fee.

Councilmember Hamilton thanked staff for the clarification and stated it appears there is no significant impact for somebody requesting a vacation under the current code and the proposed code.

Mr. Schuller stated Councilmember Hamilton is correct. This code does not change the actual fee. It just changes the language from deposit to fee.

**MOTION** by Guzak, second by Rohrscheib, that the City Council ADOPT Ordinance 2305. The motion passed (5-1) with Burke voting nay.

- b. **AUTHORIZE** City Manager to Execute an Agreement with the Prothman Company for Planning Director Recruitment

Mr. Bauman stated the purpose of this item is to consider a professional services

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agreement with the Prothman Company for recruitment of a Planning Director. He explained there are a number of local jurisdictions that are in the hunt for Planning Managers and Directors. Staff is aware it is a difficult market for jurisdictions to recruit in and having a professional recruitment agency conduct this process will be a great advantage to the City in terms of finding a skilled professional for this position. He stated a key point to note is the Prothman Company guarantees the placement of a qualified candidate, and if the candidate is terminated for cause or resigns within two years, the company will conduct a replacement search for no additional fee. This is similar to the process that the City underwent to search for the Finance Director in 2014. Prothman's fee for the professional services agreement is \$16,750, with additional costs for expenses. The expenses are not expected to exceed, with the fee, a total cost of \$22,000.

Councilmember Hamilton asked if this was for the permanent director and if it is a separate action from what is being considered for the interim director.

Mr. Bauman confirmed that was correct.

**Morgan Davis, 206 Avenue I**, stated the City taxpayers don't need to waste \$22,000 for an outside recruiter to recommend a Planning Director. In 2011, at the depth of the recession, the City laid off its Planning Director Corbitt Loch, and had to pay him his unemployment benefits totaling thousands of dollars. He took a lesser job for the City of Lynnwood in its Planning Department. He's a potential candidate. He's confident there would be a large pool of local applicants for Snohomish's six figure Planning Director position. There is no need for a nationwide talent search. There are plenty of local planning officials in Snohomish and King Counties that are qualified and very knowledgeable about local conditions. Clay White is a prime example. He supervised hundreds of the planning employees for the County. Why waste \$22,000? That's what the City did with the Police Chief. It got somebody from Florida that didn't fit into Snohomish. The City canned him. He stated the City doesn't know what it's getting on a nationwide talent search. Go with the local people that know the market. He believed Clay was hired from the City of Seattle or King County. He thinks the City can save \$22,000 and put it to something useful like some benches around the Wildlife Refuge, help the parks, or fix the audio system so it works right.

Councilmember Randall stated it seemed when the City was recruiting for the Planning Manager, it was difficult attracting candidates and when the City finally hired somebody, they didn't stay.

Mr. Bauman confirmed the City has had some difficulty in successfully recruiting for that position in the past. It is not a very robust labor pool right now. He's spoken with a number of other agencies that have had similar problems recruiting and believes it is going to take considerable effort to find a good candidate that will be a good fit for our organization.

**MOTION** by Hamilton, second by Randall that the City Council AUTHORIZE the City Manager to execute an agreement with the Prothman Company for the Planning Director search in an amount not to exceed \$22,000.

Mayor Guzak stated she supports the motion. She acknowledged this is a serious search and it takes professional expertise to help with this recruitment. The City went through this with the Finance Director, and had to go through a couple of recruitment processes before Ms. Olsen was finally hired.

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Councilmember Wilde asked the duration of the interim Planning Director's contract with the City.

Mr. Bauman replied Mr. White is committed to the middle of June 2016, which would get the City through at least one recruitment cycle. If the City had to go through a second or third cycle, then another conversation would have to be held with Mr. White to determine his willingness to extend his contract.

Councilmember Wilde asked about the possibility of not using a recruiting agency and completing an in-house recruitment. He stated the City could use the recruitment firm at a later date if there are no viable candidates, and extend Mr. White's contract if necessary.

Mr. Bauman clarified that Councilmember Wilde is suggesting that the City recruit on its own between now and June 2016, and then if there are no candidates for the position in June, the City should hire Prothman for a more intense recruitment at that point.

Councilmember Wilde agreed and the City could extend its contract with Mr. White for another cycle and then contract with a recruiter.

Mr. Bauman stated a possible problem with that is if Mr. White is not willing to extend his time, then the City would be without an interim Planning Director. The City would have to start a new search for an interim Director to keep a manager in that position during a second recruitment cycle.

Mayor Guzak noted there is a fairly heavy workload for the Planning Director.

Mr. Bauman stated that is an issue. He will be postponing some of the long range planning projects because he wants them assigned to a permanent Planning Director, rather than an interim. If the City continues to extend the cycle, it will postpone the ability to begin work on those long range planning projects.

Councilmember Rohrscheib asked if Mr. White would be a candidate for the position.

Mr. Bauman stated he will not be a candidate. Mr. White is coming from a much larger agency where the salary is far greater than what the City is capable of paying. He is looking for positions more comparable to the position he left in terms of salary.

**VOTE ON THE MOTION:** The motion passed (5-1) with Wilde voting nay.

- c. **AUTHORIZE** City Manager to Execute an Agreement with the Prothman Company for Interim Planning Director Services (*Action Item added to agenda at beginning of meeting*)

Mr. Bauman stated this is a contract with the Prothman Company who is providing Mr. White as part of their services. Mr. White has signed up with Prothman, as well as other candidates staff interviewed for the interim position. Because Mr. White is being offered to the City through the Prothman Company, the City is obligated to contract through them for his services. The structure of the contract is the City negotiated an hourly wage with Mr. White of \$61.25 per hour, and the Prothman Company added a 40% overhead charge. Because Mr. White is Prothman's employee and not the City's, they pay all payroll taxes and associated costs. The City pays no overhead or benefits to Mr. White

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during his interim assignment. He is strictly on an hourly basis. Mr. Bauman indicated he has currently hired Mr. White on a provisional basis because of his contract authority, allowing up to \$15,000 for professional services agreements. Since this contract is likely to extend beyond the \$15,000 limitation, it is being brought to Council for their determination on whether it should be extended to the proposed full term date of June 17, 2016.

Councilmember Wilde asked since Mr. White is not an employee of the City, what kind of liability does the City have.

Mr. Bauman responded there is an indemnification clause within the contract. The majority of liability issues are covered within Prothman's indemnification. For example, if he gets into an accident on the way to work, it is not the City's liability it is that of the Prothman Company.

**MOTION** by Hamilton, second by Rohrschieb, that the City Council AUTHORIZE the City Manager to execute an agreement with the Prothman Company for Interim Planning Director services with Clay White to extend to June 17, 2016. The motion passed unanimously (6-0).

#### **7. DISCUSSION ITEMS**

##### **a. Comprehensive Emergency Management Plan (CEMP)**

Mr. Schuller stated he will be reviewing the Cascadia Rising drill the City is preparing for in June 2016 with Council tonight. There will be three main focus areas. Firstly, the City will be conducting an emergency preparedness drill around the Cascadia Rising earthquake scenario. Secondly, the City would like to use this opportunity to coordinate with the press. He has seen a number of articles in the local newspapers about the Cascadia Rising drill to help prepare our local citizens, the School District and other agencies so that all citizens and businesses can be prepared when the big one happens. Lastly, staff will be discussing the City's Comprehensive Emergency Management Plan update and the annex the City has with the County.

Mr. Schuller discussed the Cascadia Rising scenario as a 9.0 magnitude earthquake. This is the real big one located in the subduction zone where the North American plate and the Strait of Juan de Fuca plate meet. To have a 9.0 magnitude earthquake, would be an 800 mile fault line, shaking would last up to five minutes and some projections have over one thousand deaths. A 9.0 earthquake is similar to the one that occurred in Indonesia where there was 240,000 fatalities. Most were caused by the tsunamis that were started by an earthquake under the ocean. In 2010, Chile had a 9.0 earthquake and that caused 500 fatalities, and we remember the earthquake in Japan because of the nuclear issues. That was also similar to a 9.0 earthquake, which caused a modern, developed nation 18,000 fatalities.

Mr. Schuller stated when we think of large earthquakes on the West Coast, the 1989 Loma Prieta earthquake near San Francisco is the one that comes to mind. He said he was in the middle of downtown San Francisco on Bush Street when this earthquake occurred. He was on the 55<sup>th</sup> Floor of a building and it shook for a very long time. The earthquake was a magnitude 6.9. He said to give you a sense of what magnitude means, some scientists determine in the Richter Scale, a 7.0 earthquake versus an 8.0 earthquake is a difference of 33 times. So, the difference between the Loma Prieta earthquake at 6.9

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and a 9.0 would be approximately 1,089 times more powerful. This area has not experienced this. The San Francisco earthquake woke up the State of California. They passed a lot of seismic laws and construction requirements down there. Washington State is generally behind California is our seismic codes and requirements to upgrade historic buildings. Obviously, if a 9.0 did happen here, it could be very severe especially to historic structures. It was noted that the transportation systems would be impacted and many bridges would be inaccessible. Should a half dozen bridges be taken out, it would be very difficult to run north and south through the State, not to mention fuel shortages. The secondary effects of the earthquake would be liquefaction. When the CSO pump station was constructed, the City had to address the liquefaction that exists at the City Shop site. A lot of the soil between the river and First Street is not native. It was put there over 100 years ago. It's not properly consolidated. During an earthquake, it is very easy for the river and the ground water to go up into that soil and basically turn it into quick sand. Any vehicles or buildings on top of that would sink. Further, what could be more deadly than the earthquake is any related tsunami. Death rates in Washington and Oregon could be well over what would be caused by the earthquake. Washington State alone could be close to 7,000 deaths related to a tsunami.

Mr. Schuller stated the City will be conducting a drill in conjunction with Snohomish County Emergency Management personnel. The duration of the drill will be approximately two and one-half hours on Wednesday, June 8. The earthquake will start at approximately 9:00 a.m. Communications will be shut down. Staff will have to use the VHF radios. Staff will request County DEM to conduct a food drop. Certain parts of the City will be assumed destroyed and City staff will coordinate and determine where people should be housed. There will be a number of operational and situational scenarios during the two and one-half hours. When completed, staff will debrief and discuss what worked and what didn't and use that information going forward.

Staff would also like to use all the public information sources available surrounding the Cascadia Rising event to make both businesses and citizens aware of their responsibilities. In a major emergency like this, the rule of thumb was that citizens should be prepared to be on their own for three days. The new information coming nationally from FEMA and the State is citizens should be prepared to be on their own for seven days. Supplies should be at your home, business and in your vehicle. Citizens should be prepared to hydrate, feed and clothe themselves. Fire and Police will be very busy taking care of the most dramatic areas and citizens need to be prepared to be on your own up to seven days.

Mr. Schuller noted there was a group of staff led by Sharon Pettit, Mike Johnson, Tim Jackson, Eric Fournier with the Police Department and Mike Gatterman with the Fire District who have all been working together on the annex to the Snohomish County Emergency Plan. He stated the City does not have a standalone document that nobody understands but the City. It fits into a larger picture. A lot of resources and communication is going to be coordinated through the County and it's going to come through their Emergency Management Program. The Comprehensive Emergency Management Plan is an annex to the County's plan. It's an update. There is not a lot of major changes to it. One of the changes is that it updates the City's police department. It doesn't reference the Snohomish Police Department, instead it notes the Sheriff's Department and their role with the City.

Councilmember Burke inquired about the log to base 33. The Richter is a log base 10. So he would like to understand that better.

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Mr. Schuller stated he is unable to provide a detailed analysis. When he researched Richter on the internet, the difference between a 7.0 and 8.0 is 33. So, he assumed it was base 33.

Councilmember Burke surmised that somebody probably converted it into a combination of financial cost and loss of life. 33 is probably a reference to magnitude. For the size of the earthquake from shaking it's log base 10. He stated he has looked at this before and from everything he's seen, it looks like the need for supplies will be a lot longer than seven days. With the scale of impacts in the high population areas, first responders are going to be in the urban areas. From what he has read, it's more like four weeks of supplies. He was wondering if the City could reference an absolute minimum of seven or ten days worth of supplies.

Mr. Schuller responded that from both the FEMA and State agencies information he's reviewed, just trying to get people to think about seven days is enough of a hurdle. If they said you need be prepared for four weeks, a lot of people would be too overwhelmed and not do anything. There was some psychology in coming up with the seven days with hopes that people would be able to do the minimum.

Councilmember Hamilton asked what the City anticipates as damage impacts to the infrastructure.

Mr. Schuller stated most of the bridges along SR9 were built in the 1960s and don't meet current seismic code. The rest of the bridges in this area were built in the 1980s. Although they have an additional seismic code design, they are not up to latest standards. Depending upon where the earthquake happens, a lot of those bridges could be non-functional following a major earthquake.

Councilmember Hamilton asked about the City's water and wastewater systems.

Mr. Schuller responded the water system was built in the 1980s with very little consideration for seismic code. The water treatment plant has not had any seismic updating so it would be in poor shape. The wastewater treatment plant has been looked at and might be in better shape. The difficulty is that a lot of that dyke material is manmade and how it would hold up in the valley area could be difficult to surmise. The new buildings which were built as part of the bacteria hotels have massive foundations, so they float. It is assumed the liquefaction will not affect them as those foundations are built large enough to withstand that. Everything done recently at the wastewater treatment plant meets the most current seismic code. The 14.6 mile water transmission main does not meet current seismic code. It was built over thirty years ago.

Councilmember Hamilton asked if the City anticipates it will still be able to supply water and wastewater services to customers.

Mr. Schuller stated during a 9.0 earthquake, it is very likely that some of those services will be severed. For example, the First Street line is over one hundred years old. The newer ones that are ductile iron will probably fare much better.

Councilmember Wilde asked about the School District buildings.

Mr. Schuller responded he knows the School District takes this very seriously. They

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passed a major bond. The good news is a lot of their facilities have been upgraded recently.

Councilmember Burke asked how many City buildings are made out of masonry.

Mr. Schuller said the new remodel at City Hall was designed to meet seismic code. It is not structurally tied to the 1937 City Hall building. The remodel portion will shake differently than the 1937 building. The 1937 building is masonry. The Carnegie building was upgraded recently and has had a modern seismic retrofit. The CSO pump station building which will act an EOC for some of the City Shop operations was seismically updated. However, a lot of the older buildings at the shop site are not masonry but were designed quite some time ago.

Councilmember Burke recommended viewing a video on YouTube. It's called the [Cascadia Subduction Zone Earthquake and Tsunami](#) and it's a presentation from the Oregon Department of Geology and Mineral Industries. It's a twenty-one minute video. One of the things mentioned in the video is if it is the big earthquake, you can expect a large number of masonry buildings to completely collapse. If it is the real big one, we will have two solid vertical bumps. That will not knock masonry down. In the video, they state, there would be an approximate twenty second pause after that, and then the side to side comes, and it lasts from five to fifteen minutes. That will take masonry down. If the City has buildings that are masonry, it might make sense to train staff on how to respond to that type of situation.

Mr. Bauman stated the City does have an evacuation plan for City staff.

Mr. Schuller acknowledged that unreinforced masonry is the biggest concern. When he was in the San Francisco earthquake in a modern skyscraper, he looked down on the street and could see the old historic masonry buildings, and viewed the interior and exterior walls starting to collapse. A lot of the brick and windows broke off and the material was on the sidewalks.

Councilmember Wilde asked if City vehicles are stocked with emergency preparedness supplies.

Mr. Schuller stated he did not believe so, and would add the suggestion to his list.

Mayor Guzak stated her understanding is that the tsunami is really going to hit the coast. Snohomish has the Olympic Peninsula between it and the Puget Sound. The City is on a tidal river. She is assuming that the Snohomish River will rise, but the tsunami will not be the City's major point of impact. It will be the earthquake itself, and the City's older structures will likely be hit the hardest.

Mr. Bauman stated he and Mr. Schuller spoke with Dan Good at the Department of Emergency Management and his response was it is unlikely there would be a major tsunami in the Puget Sound. There may be large sections of some of the islands that would be shaved off during a 9.0 earthquake and large amounts of earth material would fall into the Sound causing large waves immediately in that area. However, it is not likely to affect up river communities such as Snohomish.

Councilmember Burke suggested adding a new section to the weekly newsletter with emergency preparedness guidance and information.

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Mr. Bauman stated that was a good idea.

**Fred Gibbs, 10909 210<sup>th</sup> Street SE, Snohomish**, clarified the calculation about magnitude was actually for energy in response to Councilmember Burke's earlier comment. The calculation was the radiation of energy as opposed to magnitude.

Mayor Guzak asked if there would be a public hearing on this item.

Mr. Schuller responded if Council doesn't have any major issues with the annex to the County's Comprehensive Emergency Management Plan, he proposed there be a consent item placed on the next Council meeting agenda to approve the plan.

Mayor Guzak and the Council confirmed that action would be acceptable.

#### b. Hazard Mitigation Plans and Annexes

Ms. Pettit introduced herself as the Building/Fire Official. She stated the CEMP information and the Hazard Mitigation Plan are closely related. The Hazard Mitigation Plan identifies the various types of manmade and natural hazards that not only Snohomish County faces, but the City of Snohomish as well. She referenced the 500 year probabilistic map which provided information on the type of damage the City may experience after a 9.0, five-minute earthquake. Concerns related to liquefaction are in areas along the City's First Street corridor and down to the wastewater treatment plant. Construction of those buildings involve wood frame, unreinforced masonry or brick. Some buildings consist of old style concrete. The City Hall building has concrete walls with brick veneer. The Carnegie building is the same type of building. During a large earthquake, buildings want to wrap or twist in addition to pounding. It is staff's intent to be able to provide more information to citizens regarding what to watch for.

The Hazard Mitigation Plan makes the City's eligible for mitigation funding to help mitigate damage to City facilities. For example, the City continually experienced repetitive flooding losses of the play equipment at Pilchuck Park. FEMA kept assisting the City in purchasing additional play chips and in silt removal. FEMA finally proposed providing repetitive loss funding to relocate the play structure. The City agreed and received mitigation grant monies. The City has also applied for Hazard Mitigation grants and was awarded one to help flood proof and provide backup generators to the Lincoln Avenue and Cady Park lift stations to ensure continuity of services. Under flooding conditions, this would allow the City to continue to pump. The other grant money was provided for a seismic retrofit at the Carnegie building. The Carnegie building under the CEMP, is an alternate emergency operations center. When the City Shop site floods, it houses the City Public Works Department. Hazard mitigation funding would become available after a federally declared disaster.

The last update was approved by the City Council in 2010. FEMA requires the plan be updated every five years and that is the purpose of Resolution 1343.

**Colleen Dunlap, 1614 Fourth Street**, stated the work being done is fabulous and believes this is a huge opportunity for a community outreach education program. She knows that homeowners need and want to know where they are personally at risk and how to protect their families.

**Bill Betten, 56 State**, said he is unfamiliar with the new citizen comment process and

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asked if Council had closed citizen comments for the street vacation item. He stated he needed to make a comment prior to Mr. Dennison's departure.

Mayor Guzak confirmed citizen comments were closed for that action item, but invited him to speak with Mr. Dennison after the meeting.

Mr. Betten replied it is important for the Council to hear what he has to say.

Mayor Guzak stated citizen comments have been closed relative to the street vacation issue. Again Mr. Betten was encouraged to speak with Mr. Dennison after the meeting and also email the Council with his comments.

Mayor Guzak confirmed the Council is in approval of bringing this item back under the consent agenda at the next meeting.

Councilmember Rohrscheib stated the Public Safety Commission is very interested in this emergency preparedness process and drill. He asked if citizens wanted to watch the drill activities as it unfolds, are there locations that are dedicated for viewing. He understands each area will have a different set of scenarios and circumstances.

Mr. Schuller responded it is his intent to involve the Public Safety Commission as part of the drill and public education process. Now that staff has met with the County DEM and they have provided an overview of the drill, staff will coordinate with the PSC on providing education literature to the public as part of their mission.

#### c. 2015 Year End Financial Report

Ms. Olson stated the purpose of this discussion is to review the 2015 Year End Financial Report. The fourth quarter marks the end of the 2015 financial year and finance staff is currently working on preparing financial statements, which are due to the State Auditor's Office by the end of May. At this time, staff does not have the field audit work scheduled. However, Council can expect to receive the invitations for the entrance and exit conferences with the auditor's team in the near future. She provided an overview of 2015. The General Fund revenue targets were exceeded. Sales tax revenue exceeded the budget set by over \$304,000. The City had a very good year with regard to sales tax receipts. This is good news for the General Fund. However, she notes the City should still remain cautious about this elastic source of revenue. It can certainly dip if there are struggles with the economy. She recommended maintaining a conservative approach in how the City budgets and utilizes those resources.

Utility tax receipts provide another source of revenue. Overall, utility tax receipts were lower than the targeted budget. This was due primarily to the gas and telephone tax receipts. The gambling tax slightly exceeded the 2015 budget. Business licenses and building permits exceeded revenue targets by over \$115,000. This is largely due to the building activity the City experienced this past season with new construction permits, along with plumbing, mechanical and other permits which exceeded revenue targets. Also a revenue source to the General Fund is cost allocation charges. This is where administrative and financial engineering services are charged to those direct service funds, which are typically the utility funds. There was an additional \$169,000 after a true up from municipal projects and the streets capital projects where the City utilized in-house engineering and administrative staff time. Essentially, the Engineer's time is budgeted for and allocated in the General Fund. However, if there is a street, utility or facility project, their time is charged to that direct service fund.

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Miscellaneous revenues in the General Fund also exceeded the target by approximately \$100,000 mostly due to the plan check fees connected to the building permit fees, but is categorized under miscellaneous revenues. This was also connected to building activities as part of the overall General Fund sources. For 2015, the General Fund had a transfer from REET, Fund 117 for \$40,000 to assist with Street and Parks maintenance projects. Overall for 2015, the General Fund revenues exceeded the budget target by 107%.

For 2015, overall the total expenditure budget came in under budget. This is good news and in line with the City's Financial Policy of not exceeding the total budget amount the Council has adopted. There were four departments that slightly exceeded their cost center budget. In 2015, there was an increased necessity for legal services, and an increase in general liability and property insurance premiums, along with the law enforcement department budget exceeding its budget due to the timing of an invoice from the County. Because the City is a cash basis, the expense is reported when paid. There was a 2014 expense that had to be recorded in 2015. The non-departmental cost center is where the water for the Aquatic Center is tracked, and it also contributed to these costs exceeding the anticipated budget for water. Additionally, personnel and benefit line items where there was a vacant position assisted the City in coming in under budget at 98.6% of the overall 2015 expenditures budget. This leads to very positive news for the ending fund balance in the General Fund. As of December 31, 2015, the City had \$1.6 million. Based on the current Financial Policy, this is about 20.9%. This provides a good foundation to start the Council off as it continues its five year financial planning effort.

The Streets Fund is a special revenue fund. Sources that come into this fund are the motor vehicle tax revenues and a very large transfer from the General Fund into this fund specifically for street maintenance. The revenue came in as expected and expenditures came in under budget primarily due to a reduction in cost allocation charges. The Street Fund balance at the end of December was very positive at \$105,000. This is 15% of the expenditures in fund balance.

The utility enterprise funds performed extremely well in 2015. Rate billings exceeded budget revenue forecasted in all three utilities (water, sewer and wastewater). Similar to the building activity and plan check fees in the General Fund, the utility connection charges and special deposit fees for new construction were 110% of what was expected. This aligns with the construction season and building activity. This contributed to the strong financial performance in the utility funds.

Utility expenditures as a whole came in well under target primarily because capital infrastructure projects weren't completed. They were either revised or not completed at all, as well as staff implementing operational efficiencies to help reduce costs. This is beneficial from a long term perspective and keeps the City solvent and works to identify where the City can save costs just by being efficient and looking at performance measures. In 2015, the City also prepaid two outstanding loans, which were old USDA water and sewer bonds. Through a debt review and cash flow analysis, the City was able to pay those off and save some long term interest costs. That was part of the reason why the City's enterprise funds in the future indicate strong performance. In the sewer fund, \$750,000 debt was reduced and the water and stormwater funds are completely debt free. Fund balances in the utility enterprise funds at the end of December for 2015 were over \$11 million. Internal Service Funds are set aside for activities in fleet, facility maintenance and information services activities. These funds are sourced with cost allocation from direct operating funds. At the end of 2015, the Fleet and Facilities Fund had \$635,000, which is set aside for maintenance and deferred maintenance programs.

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The Information Services Fund had approximately \$247,000, which has been set aside for maintenance, replacement and technology replacement plans. These funds also ended strong.

There are a number of non-operating funds and special revenue funds and debt funds and capital project funds and internal funds. Total fund balance in December 2015 for all funds is a little over \$18 million. The Utility Enterprise Fund Reserves make up the largest portion of \$11 million. The General Fund had approximately \$1.6 million, Special Revenue Funds had \$1.8 million, Capital Projects had a little over \$1 million remaining for projects, Internal Service Funds had \$1.1 million and Agency and Trust Funds had \$1.3 million. Overall, the City ended significantly exceeding the projected year end 2015 fund balance.

**Mary Dessen, 101 Pine Avenue**, stated Ms. Olson's report was very impressive.

Mayor Guzak stated Ms. Olson is a remarkable Finance Director and staff did a marvelous job presenting the financial material to Council. She thanked staff for managing funds so well. She asked about the timing of the Financial Statements.

Ms. Olson replied the Financial Statement is due to the Washington State Auditor's Office by May 31. Once the report is submitted, then the field work will be conducted. This involves auditors coming to City Hall and reviewing the City's information and testing some of the City's transactions to ensure adherence to State law, City policy and internal controls and accountability measures. She will inform the Council when that takes place.

d. **Appointments to the Parks Naming Committee**

Project Manager Denise Johns stated in January 2016, the City Council approved Resolution 1338 which established the criteria and procedures for the naming of public parks and parks and recreation facilities. She noted the City Council has the authority to approve or reject names submitted by the ad hoc committee. At this time, the ad hoc committee will be focused on researching five properties and submitting proposed names to the Council. The properties include: the 20-acre riverfront property, east of Lincoln and south of First; the 10-acre park at 2000 Ludwig Road; 10-acres at Lake Avenue, commonly referred to as Harryman's Farm; the house and grounds surrounding 1103 Maple Avenue; and the property at Second and Lincoln which is the Hal Moe Pool building, the Boys and Girls Club, Skate Park and the Tillicum Kiwanis play area. As set forth in the Resolution, the committee will consist of four people. The Parks Chair, Public Works Director, Parks Manager and a City Councilmember or citizen.

Staff is recommending nominations for Council consideration as follows: Parks Board Chair, Lya Badgley; Parks Manager, Mike Johnson; Public Works Director Steve Schuller; and a City Councilmember or citizen as directed by Council. If the City Council elects to nominate a citizen, staff is prepared to assist in the search for the applicant by posting a notice and application online and in the newspaper and will present any applications to Council at an upcoming meeting. She called attention to an error in the timeline shown in the staff report where it indicated an actual date. The intent was to show a thirty-day application period and then to present applications to the Council at an upcoming meeting.

Councilmember Wilde clarified the committee is looking to select one additional person.

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Mayor Guzak confirmed that is correct.

Councilmember Randall noted this is a voting committee, and he doesn't know if having a committee with just four members might not present a problem if you end up with a 2-2 split. He questioned whether it shouldn't be an odd numbered committee with five members with the addition of both a Councilmember and citizen.

Mayor Guzak asked Ms. Johns if the committee members were limited by Resolution.

Ms. Johns stated she believes the Resolution requires either a citizen or a Councilmember, but not both.

Councilmember Hamilton recommended a citizen member, as Councilmembers will be voting on the name anyway. In reference to Councilmember Randall's comment regarding a four member committee, he noted the committee may make multiple recommendations and eventually it will come before the Council to make a final decision.

Councilmember Randall also recommended a citizen member and acknowledged that Council will be making a final decision.

**MOTION** by Hamilton, second by Burke to APPROVE the nominations of Lya Badgley, Mike Johnson, Steve Schuller and DIRECT staff to solicit citizen applications for the Parks Naming Committee. The motion passed unanimously (6-0).

#### **8. CONSENT ITEMS**

- a. **AUTHORIZE** payment of claim warrants #58391 through #58490 in the amount of \$175,808.30 issued since the last regular meeting
- b. **CONFIRM** Mayor's Appointments to the Public Safety Commission
- c. **AUTHORIZE** City Manager to Sign Contract for Thursday Farmers Market

**MOTION** by Hamilton second by Randall to pass the Consent Agenda. The motion passed unanimously (6-0).

#### **9. OTHER BUSINESS/INFORMATION ITEMS**

Mayor Guzak referenced a letter the Council received from the Economic Alliance asking the City of Snohomish to sign on to a letter regarding Sound Transit 3, which offered general support of Sound Transit 3, but also expressed concern about the timeline of bringing Sound Transit 3 into Snohomish County. She also received a letter from the Washington State Legislature where Senator Hobbs and Pearson signed a similar letter to Sound Transit also expressing general support for the alignment of Sound Transit 3, but concern about the long time line for completion. She would like Council's support to sign the letter. She knows the Economic Alliance would like the City of Snohomish to be a part of signing with all the cities in Snohomish County.

The City Council approved. Mayor Guzak directed the City Manager to finalize the letter for her signature and forward to the Economic Alliance.

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Mayor Guzak had a new business item. She stated Mr. Davis has brought this topic up several times, which is the issue of selling the Ludwig Road property. She wished to bring the topic forward to Council. She noted Mr. Davis handed out a flyer which indicated 9-acres for sale at \$2.15 million.

Councilmember Hamilton replied over his dead body would he sell that land. It was an incredible opportunity by the City to acquire 10-acres in that area. The City may not need it for five, ten or twenty years, but that is where the growth in this City is going to come from, and it's part of the City's long range strategic park plan. This was an extraordinary opportunity. He has spoken with some of his neighbors and they thought it was brilliant of the City to have acquired the land now. One of them has a relative in Parks in another part of the State, and acquiring park land is extremely difficult.

Councilmember Burke said he is broadly in agreement with Councilmember Hamilton. This property was bought with Park Impact Fees. Obviously, that has implications as well. He is not in favor of selling it. He would like to see movement on the habitable property. If it's going to sit for a long time, Council should consider doing something about that. A good investment was made and it is a good enough reason just to hold on to it for now.

Mayor Guzak stated the property is an asset and a part of the City's long term parks plan. Council is aware the City will be growing in this area and at some point Council will find the funds to develop this property, possibly through grant funding. She would like to put the topic to rest.

#### **10. COUNCILMEMBER COMMENTS/LIAISON REPORTS**

Councilmember Hamilton stated the Planning Commission meeting has been cancelled for April 6. Community Transit has a Board Meeting on April 7. At the Marketing/Operations Maintenance Committee Meeting recently, there was a presentation from the Operations Director on what Community Transit has been doing to improve their organization. The span of control is eighty-five people. That is an extraordinary span of control. Fred Worthen came on board in 2007 and started working on a lot of plans and created small committees to work on individual problems. They started establishing goals to meet. For example, accidents per 100,000 miles, a goal was set at 4% and they got it down to .65%, which is pretty good. CT set a target for passenger accidents per 100,000 miles and have almost completely eliminated passenger accidents. All of this was accomplished through small committee work and improving how the look at situations and risk management. He stated it's amazing how well our public bus agency is run in this community. In fact, many of the changes they made came at just the right time because they have saved hundreds of thousands of dollars when revenues and budgets were being cut. He wanted to reiterate the City has a tremendous public transportation company in this county and one of the best in the country. He also wanted to thank Owen Dennison for all the work he has done in the time he has been with the City. He appreciated the opportunity to work with him on the Planning Commission. He's done an outstanding job for the City. He wished him well as he relocates across the water.

Councilmember Randall thanked Owen for his service and wished him the best in his new position. He also wanted to thank Derek Sherred in the City's IT Department. He brought his computer to him because it was inoperable. Derek repaired it in about four hours and it worked perfectly.

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Councilmember Burke stated there was a Park Board meeting on March 23 on the Carnegie Building. He noted something interesting happened toward the end of the meeting. One of the discussion items that came up was in relation to Fischer Park on Madrona Avenue. The park is less than two acres and a lot of young families use it. There is playground equipment there. It's a basic, small little park. During that meeting, some community members showed up that live in that neighborhood and wanted to talk about it. He believed the citizens are interested in starting a neighborhood volunteer effort with that park. One of things Council hasn't discussed after the parks impact fee vote was rejected is how to move parks projects forward. He wants to inquire of Council and staff what is the appropriate way to respond to a neighborhood of people that are willing to donate time and energy to make some minor improvements to a park and if the City in a position to do anything to assist them. He thinks the City should be able to support some of these efforts on a small scale. He noted there are a lot of kids using Fischer Park and he can potentially see space for a little gazebo or a tree. There is no shade there. He's willing to spend some time to see how to make something happen there. He wants to talk about how to make some of these park projects happen with minimal funding.

Mayor Guzak suggested looking into an Adopt-A-Park program.

Councilmember Rohrscheib said he participated in the Citywide Cleanup on March 19, along with Councilmember Wilde. It was sad to see the amount of used needles within a very small section of Snohomish. They cleaned the Dollar Store parking lot to Avenue A, and he lost count of how many used needles were found. He noted that it's a wakeup call for everyone. It's not happening just in Snohomish, it's all around the world, but especially in the Northwest. He had a personal experience last week where his eight-year old daughter at the Boys and Girls Club picked up a used needle in the playground. He also questioned the number of volunteers that participated in this event.

Mr. Bauman stated it was an extraordinary turnout for the cleanup. There were more than five hundred volunteers producing about 1,500 service hours. If the City were to price out those hours at \$21.62 per hour, which is one rate proposed as a volunteer rate by AARP, it would come to \$32,400 for one day's work.

Councilmember Rohrscheib acknowledged the City did a great job in having dumpsters and the equipment available. He proposed the idea of having the event more than once per year. He suggested a spring cleaning and then an end of summer clean up. He thinks based on the number of volunteers at the last event, it could happen again. He enjoyed participating. He thanked Owen and hoped the next person that comes in is as snappy a dresser as he is.

Councilmember Wilde thanked Owen. He acknowledged they didn't spend too much time together, but he appreciated his knowledge and the time they did work together. He thanked Mr. Betten and his group for helping with the clean up and also City staff. He noted the Midnight Cry group came out and helped them, which was awesome. He stated if you looked down the pathway the group was cleaning, it appeared clean. However, there were numerous large objects, such as a couch, shopping carts and other large items hidden away in the brush, so you wouldn't notice it. He stated it's good to see people out volunteering to help, but it's also alarming to see that amount of trash and garbage in such a small area. He would also like to see more of these clean up events.

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#### **11. MANAGER'S COMMENTS**

Mr. Bauman stated the clean up event was attended by some other organizations in town, including the Snohomish Kiwanis Club, the Garden Club, Historical Society, the Carnegie Foundation and the Snohomish Community Church. All of these organizations helped bring volunteers to that event and he is very thankful for their participation and dedication to the community. Additionally, for the sixth year in a row, the City has earned the Association of Washington Cities Well City Award. This is the result of a small committee of City employees who have formed a Wellness Committee and organize events throughout the year. The broad participation of City employees makes it possible to achieve this award and the financial benefit of this award is a 2% reduction in medical insurance premiums. Mr. Bauman informed the Council of upcoming events, including the April 11 Grand Opening of the Outback Steakhouse at Snohomish Station at 1:00 p.m. On April 16, staff will be working with Snohomish County to sponsor an event to celebrate the County's purchase of the Centennial Trail between Snohomish and Woodinville. They wanted to stage the celebration in Snohomish because this is where that work will begin. They will begin at the trestle and work southward in terms of building the trail. They do not yet have it funded, but the design work is underway and staff is excited to work with them on how that trail will connect to Snohomish. On April 18, at 5:00 p.m. is the next meeting of the Open Government Committee and he looks forward to that continuing process. New cell phones have been delivered to the Council which will allow Council to communicate with citizens and each other. Mr. Bauman will be ordering new business cards for the Council so the new cell phone numbers can be added.

Councilmember Rohrscheib requested that the website be updated too.

Mr. Bauman stated the website will be updated to reflect the Council's new cell phone numbers.

#### **12. MAYOR'S COMMENTS**

Mayor Guzak stated the Citywide Cleanup will be held on April 9. This is an annual opportunity for citizens to bring their household debris - excluding tires, concrete, sheet rock, paint and other hazardous materials to the City Shop site. She stated this is a wonderful opportunity to clean up your residence, and citizens should also bring a copy of their utility bill to verify city residency.

Mayor Guzak mentioned that she opened her utility bill and found a nice flyer in it which outlined upcoming city projects, including upcoming street overlays and sewer projects. She was very impressed with the quality of the information contained within the flyer and thought it was a great way to deliver this type of information to the citizens. She noted it was graphically well done and thanked staff for their work.

Mayor Guzak met with Peter Messinger who wants to start looking at implementing a gun program in Snohomish. He has named the project, "Drop your Gun" and would like to have a program where people can turn their guns into the Police Department. In speaking with Chief Flood, she is aware that the department already accepts guns. If the City wished to expand that program and take in additional guns, it may result in additional costs to the City for police staff time. She asked Mr. Messinger to discuss his proposed program with the Police Department. She noted when she was on the Snohomish County Health District Board they looked at gun deaths as a public health

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issue. There are so many people in this country killed by guns it is an epidemic and she is glad to see a citizen starting to look at that.

She also participated in the Citywide Cleanup. She was at the Boys and Girls Club and was weeding. Ms. Dunlap asked Mayor Guzak how she heard about the event and it was determined that most people found out about the event through the churches. The churches are a great way to get City volunteers and to communicate with citizens. She is aware that Mr. Johnson, the Parks Manager works with the pastors and ministers in this community to get the word out for City volunteer efforts.

Mayor Guzak stated she sits on the Snohomish County Tomorrow Steering Committee and they had the presentation of Mukilteo’s Comprehensive Plan which is an award winning Comp Plan. She finds the plan interesting. It reads like a booklet. She also mentioned that Mr. Dennison has done heroic work in making the City’s Comp Plan readable and in compliance with PRSC and State requirements. She thinks looking at the Mukilteo Comp Plan during the next City Comp Plan update might be a good thing. She noted the Committee also discussed growth projections for the County and by 2040, the County may grow by 200,000. She will need to verify the exact number. The City of Snohomish is expected to grow by 2,500. The City will not be growing vastly and will keep its small town character.

She spoke to a Boy Scout troop doing a government badge. They wanted to know how City government works, what kind of government Snohomish had, and what the problems were. She enjoyed their discussion.

She noted the lunch for Owen Dennison was very dear and there were a few tears. Mayor Guzak thanked Owen and said there were some individuals in attendance who have served in the Planning Department for a long time, such as Ms. Pettit, and Mr. Cole who has been on the Planning Commission for many years that stated Mr. Dennison was the best Planning Director the City has ever had. She wished him the best and stated it has been her great pleasure and privilege to have worked with him over the years.

- 13. Adjourn to **EXECUTIVE SESSION** at 9:12 p.m. to discuss Real Property Disposition and Potential Litigation with no action to follow.
- 14. Reconvene and **ADJOURN** at 9:40 p.m.

APPROVED this 19<sup>th</sup> Day of April, 2016.

CITY OF SNOHOMISH

ATTEST:

\_\_\_\_\_  
Karen Guzak, Mayor

\_\_\_\_\_  
Pat Adams, City Clerk

**AGENDA ITEM 3**

## **ACTION ITEM 6a**

**Date:** April 19, 2016

**To:** City Council

**From:** Larry Bauman, City Manager

**Subject: Adoption of Resolution 1344 for an Advisory Ballot Measure Regarding a Ban of Fireworks Sales and Discharge**

---

At its March 1, 2016, regular meeting the City Council adopted new code changes that limit fireworks discharge to just one day, on July 4, each year, and this measure will take effect in July 2017. During the March 1 meeting, the Council also confirmed its intentions to consider placing an advisory ballot measure on the 2016 General Election that would allow voters to indicate whether they would support a complete ban on both sales and discharge of fireworks. In order to place such a ballot measure on the General Election this year, proposed Resolution 1344 (Attachment A) is provided for Council review and citizen comment. It proposes to put the question to voters regarding whether the City Council should enact a complete ban on the sale, possession and discharge of fireworks. August 2, 2016, is the deadline for jurisdictions to submit a resolution for a measure to be placed on the ballot of the 2016 General Election.

**BACKGROUND:** State code (RCW 70.77.395) provides a wide range of dates for permissible local government code options (see Attachment A), including both sales and discharge on June 28 (12 noon to 11:00 p.m.) and on June 29 through July 3 (9:00 a.m. to 11:00 p.m.). For July 4, the state's codes permit sales from 9:00 a.m. to 11:00 p.m. and discharge from 9:00 a.m. to midnight. The state code also allows: sales on July 5 and during December 27-30 from 12 noon to 11:00 p.m. (no discharge on these dates); sales on December 31 also from 12 noon to 11:00 p.m.; and discharge on December 31 from 6:00 p.m. to 12 midnight plus continued discharge on January 1 from 12 midnight to 1:00 a.m. Local city and county codes may be only more restrictive and not more permissive than state codes.

**Statewide, Snohomish County and Various Cities Restrictive Regulations:** 65 of the 281 cities and towns in the state completely ban both sales and discharge of fireworks (See Attachment B). Among the state's 39 counties, five have banned both fireworks sales and discharge. In Snohomish County, the cities and towns that currently have adopted such total bans include the cities of Edmonds, Everett, Gold Bar, Mill Creek, Mountlake Terrace, Mukilteo and the Town of Woodway. The Snohomish County cities of Brier and Marysville placed advisory measures on the November 3, 2015, ballot and both measures received majority votes supporting prohibition of sales and discharge. The City of Marysville recently passed an ordinance to ban possession, sale or use of fireworks within the city, starting January 2017. However, as of the date this staff report was written, Brier had apparently taken no further action to modify its fireworks codes. The voters in the King County cities of Kent and Maple Valley passed similar advisory measures in this most recent general election.

For 2016, the Snohomish Municipal Code Section 5.54 allows both sale and discharge of fireworks from 9:00 a.m. to 10:00 p.m. on July 1st, 2nd, 3rd, and 4th. However, as this code was

## **ACTION ITEM 6a**

amended by the City Council at its March 1, 2016 meeting, the dates and times for sales and discharge of fireworks will be permitted in the following manner, effective July 2017:

- Sales: permitted from 9:00 a.m. to 10:00 p.m. on July 1st, 2nd, 3rd, and 4th of each year;
- Discharge: permitted from 9:00 a.m. to 10:00 p.m. only on July 4th of each year.

**ANALYSIS:** An advisory vote does not have the force of law. Since such results would be advisory, the City Council would be responsible for taking any next steps following the election results to further amend the City's codes regarding fireworks. As Council is already aware, state law requires that any local government fireworks code change that is more restrictive than state law cannot take effect for a year after it goes into effect. Therefore, following the 2016 General Election a complete ban or any other code restriction regarding fireworks that might be adopted by the Council prior to July 2017 would not take effect until July 2018.

As with other city-sponsored ballot measures, if the advisory measure is included in the 2016 General Election, the City Council would be required to develop an explanatory statement for the measure and to also recruit committees to develop pro and con arguments regarding this measure for the Voter's Pamphlet published by Snohomish County.

Typical 9-1-1 calls and other calls directed to the City concerning fireworks-related complaints include noise, smoke and debris left behind in streets used for private fireworks displays, some of which can be extensive. Staff concerns regarding fireworks generally revolve around personal safety of citizens and the amount of debris left in streets and parks. Although fireworks cannot be legally discharged in City parks, this continues to be an ongoing problem, and similar problems have also been experienced at local public schools.

In December 2015 the City's Public Safety Commission reviewed options for revised codes restricting fireworks and recommended that the City Council restrict discharge to only the one day of July 4 (see Attachment B). Their letter also endorses the concept of the Council pursuing a complete ban on both sales and discharge of fireworks.

**STRATEGIC PLAN REFERENCE:** Not applicable

**RECOMMENDATION:** That the City Council **ADOPT Resolution 1344 to place an advisory measure on the General Election ballot for 2016 and seek voter response to the question of whether the sale, possession and discharge of fireworks should be banned.**

### **ATTACHMENTS:**

- A. Proposed Resolution 1344
- B. Letter from City Public Safety Commission

**ACTION ITEM 6a**

ATTACHMENT A

**CITY OF SNOHOMISH  
Snohomish, Washington**

**RESOLUTION 1344**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SNOHOMISH, WASHINGTON REQUESTING THE SNOHOMISH COUNTY AUDITOR TO PLACE AN ADVISORY MEASURE ON THE NOVEMBER 2016 BALLOT REGARDING THE PROHIBITION OF FIREWORKS.**

**WHEREAS**, the Snohomish City Council wishes to give the citizens of Snohomish the opportunity to express their opinion on whether fireworks should be prohibited in the City of Snohomish;

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

That a request be made to the Snohomish County Auditor to place the following question on the November 8, 2016 ballot as a nonbinding measure on the November 8, 2016 ballot for advisory purposes in substantially the following form with the option for the voter to make “yes” or “no” in response to the following question:

“Should the Snohomish City Council prohibit the possession, sale, and discharge of fireworks within the City limits of Snohomish?”

\_\_\_\_\_ Yes

\_\_\_\_\_ No

**PASSED** by the City Council and **APPROVED** by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF SNOHOMISH

By \_\_\_\_\_  
Karen Guzak, Mayor

ATTEST:

APPROVED AS TO FORM:

By \_\_\_\_\_  
Pat Adams, City Clerk

By \_\_\_\_\_  
Grant Weed, City Attorney

**ACTION ITEM 6a**

ATTACHMENT B



December 7, 15  
Larry Bauman  
City Manager  
City of Snohomish  
116 Union Avenue  
Snohomish, WA 98290

Dear Larry,

In our November Meeting, the Snohomish Public Safety Commission discussed proposed changes to Snohomish Municipal Code Section 05.54, governing the sale and discharge of fireworks within Snohomish's city limits.

The consensus of the Snohomish Public Safety Commission members was that Snohomish's Municipal Code be amended to align with Snohomish County regulation governing fireworks which states legal fireworks are only permitted to be discharged on July 4, between the hours of 9 AM and midnight.

Further, the Snohomish Public Safety Commission supports Snohomish City Council in pursuing a ban on the sale and discharge of all fireworks within Snohomish city limits.

The Commission does caution the City and the Public that while this law may reduce the risk and nuisance of fireworks, serious injuries and noise issues are usually caused by fireworks that are already illegal. Further, the Commission expects an increase in calls for law enforcement service, which could impact code enforcement and effectiveness.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Ty Hammond".

Ty Hammond, Chairman, Snohomish Public Safety Commission

A handwritten signature in black ink, appearing to read "Merle Kirkley".

Merle Kirkley, Vice Chairman, Snohomish Public Safety Commission

cc: John Flood, Sheriff; Ron Simmons, Fire Chief; Michael Thompson; Jim Schmoker; B.J. Myers; Sharon Snell; Jan Lengenfelder; Michael Rohrscheib

**ACTION ITEM 6b**

**Date:** April 19, 2016  
**To:** City Council  
**From:** Denise Johns, Project Manager  
**Subject:** **Resolution 1345 Washington Wildlife and Recreation Outdoor Recreation Account, for Fischer Pocket Park Playground Redevelopment Project**

---

The purpose of this agenda item is for the City Council to review Resolution 1345 (Attachment C) authorizing the City Manager to submit a Washington Wildlife and Recreation Program (WWRP) grant to redevelop Fischer Pocket Park (Attachment A) and authorize the Mayor and City Manager to execute WWRP contract (Attachment D) and provide a match.

**Background**

Fischer Pocket Park was created as a condition of approval in the development of the Fischer residential neighborhood in the mid-1990s. The existing wooden play equipment installed at that time has deteriorated over its twenty-year life span. During the March Park Board meeting, staff presented information about the park’s existing conditions (Attachment E). Park neighbors in attendance at the meeting and via email, described how the park is used and spoke about the need for new play equipment, protection from the elements, seating, landscaping and a drinking fountain. The WWRP grant would assist in the parks renovation which would likely include new playground equipment, drinking fountain, shade/rain shelter, bench and landscaping, as shown in Attachment A, a planning-level conceptual plan. The park’s final site plan will be developed from neighborhood open house forums to take place summer 2016.

**Funding Scenario**

The Finance Director has reviewed the proposed capital project, (Attachment B), grant program and funding requirements and suggests the funding scenario below. Park capital projects are funded and expensed through the Municipal Capital Projects Fund #310. The City would request a grant of \$32,500 from the WWRP Local Parks program and would provide a 50% match of \$32,500 through the Real Estate Excise Tax (REET) Fund. A budget amendment would follow should the project be awarded grant funds and the project move forward.

Municipal Capital Project Fund #310 – Fischer Pocket Park Improvement

Sources:

Grant – WWRP	\$32,500
Transfer-In – REET	<u>\$32,500</u>
<b>Total Sources</b>	<b>\$65,000</b>

Uses:

Capital Outlay – Park Equipment	<u>\$65,000</u>
<b>Total Uses</b>	<b>\$65,000</b>

**ACTION ITEM 6b**

**STRATEGIC PLAN REFERENCE:** Initiative #1: Establish a sustainable model for strengthening and expanding our parks, trails, and public spaces, Initiative #2: Strengthen our foundations for connecting neighbors and enhancing our neighborhoods.

**RECOMENDATION:** That the City Council **APPROVE** Resolution 1345 authorizing the City Manager to submit the Washington Wildlife and Recreation Program Grant and **AUTHORIZE** the City Manager to execute the associated agreement or contract and provide a City match.

**ATTACHMENTS:**

- A. Draft Park Concept Plan
- B. Planning Level Cost Estimate
- C. Resolution 1345
- D. Sample WWRP Contract
- E. Parks Board PowerPoint Fischer Pocket Park Existing Conditions
- F. Email Correspondence

**REFERENCE DOCUMENT:**

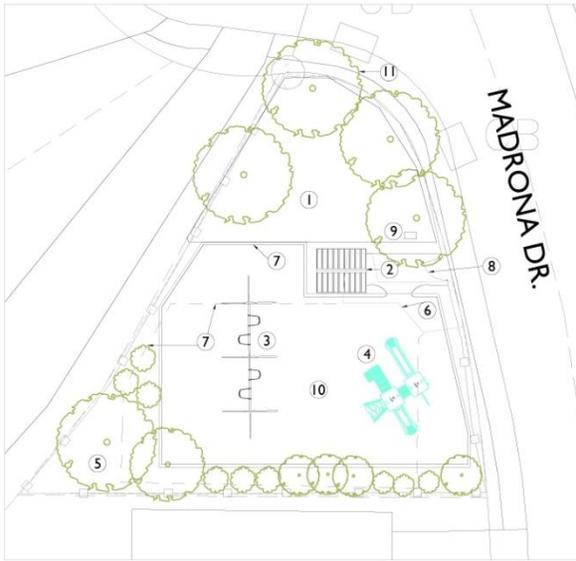
<http://snohomishwa.gov/AgendaCenter/ViewFile/Agenda/04272016-591>

**ACTION ITEM 6b**

ATTACHMENT A



**CITY OF SNOHOMISH**



PARK SITE - 1" = 1' - 0

LEGEND

- 1. RENOVATED TURF AREA
- 2. SUN/RAIN SHELTER
- 3. SWINGS
- 4. PLAYGROUND EQUIPMENT
- 5. NEW PLANTING AND BUFFER AREA
- 6. EXISTING CONCRETE TO BE REMOVED
- 7. NEW CONCRETE CURB
- 8. RELOCATED GATE
- 9. NEW DRINKING FOUNTAIN - NEW LOCATION
- 10. ENGINEERED WOOD FIBER - ADA ACCESSIBLE
- 11. NEW TREE, TYPICAL

**FISCHER POCKET PARK  
CONCEPT PLAN  
APRIL 8, 2016**

**ACTION ITEM 6b**

ATTACHMENT B

Fischer Pocket Park  
Planning Level Cost Estimate  
April 8, 2016

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	EXTENDED TOTAL
<b>Design</b>					
In house design	1	LS	\$5,000.00	\$5,000.00	
Mobilization	1	LS	\$6,500.00	\$6,500.00	
				<u>\$11,500.00</u>	<u>\$11,500.00</u>
<b>Demolition</b>					
Remove play equip	1	LS	\$1,000.00	\$1,000.00	
Remove wooden edge / EWF	174	LF	\$5.00	\$870.00	
Remove concrete paving	180	SF	\$3.00	\$540.00	
				<u>\$2,410.00</u>	<u>\$2,410.00</u>
<b>BMP</b>					
BMP	1	LS	\$500.00	\$500.00	
Temp facilities	1	LS	\$1,000.00	\$1,000.00	
				<u>\$1,500.00</u>	<u>\$1,500.00</u>
<b>Install Play equipment</b>					
Relocate Gate	1	LS	\$500.00	\$500.00	
Site prep	4500	SF	\$1.00	\$4,500.00	
Install 12 k play equipment	1	LS	\$15,500.00	\$15,500.00	
Install concrete curb	200	LF	\$20.00	\$4,000.00	
Install Concrete ADA ramp	1	LS	\$2,500.00	\$2,500.00	
Install drinking fountain	1	EA	\$2,500.00	\$2,500.00	
<b>Subtotal</b>				<u>\$29,000.00</u>	<u>\$29,000.00</u>

**ACTION ITEM 6b**

Fischer Pocket Park  
Planning Level Cost Estimate  
April 8, 2016

<b>Install engineered wood fiber</b>	1	LS	\$4,500.00	\$4,500.00	\$4,500.00
<b>Planting / Irrigation</b>					
Fine grade	1100	SF	\$1.00	\$1,100.00	
Reseed turf / top dressing	1100	SF	\$1.00	\$1,100.00	
Tree	5	EA	\$250.00	\$1,250.00	
Shrub	14	EA	\$50.00	\$700.00	
Mulch	11	CY	\$35.00	<u>\$385.00</u>	
<b>Subtotal</b>				\$4,535.00	\$4,535.00
<b>90 day Maintenance</b>	3	Month	\$500.00	\$1,500.00	\$1,500.00
<b>Construction Subtotal</b>					<b>\$54,945.00</b>
<b>10% Contingency</b>					<b>\$5,494.50</b>
<b>Construction Total</b>					<b>\$60,439.50</b>
<b>Bid Add Alternative</b>					
<b>Install Polygon Shade Structure</b>					
SSG 8x9	1	LS	\$12,000.00	\$12,000.00	
Concrete Paving	200	SF	\$7.00	<u>\$1,400.00</u>	
<b>Subtotal</b>				\$13,400.00	\$13,400.00

**ACTION ITEM 6b**

ATTACHMENT C

**CITY OF SNOHOMISH  
Snohomish, Washington**

**DRAFT RESOLUTION 1345**

**A RESOLUTION OF THE CITY OF SNOHOMISH, WASHINGTON, THAT AUTHORIZES SUBMITTING APPLICATION FOR GRANT FUNDING ASSISTANCE FOR WASHINGTON WILDLIFE AND RECREATION PROGRAM (WWRP) PROJECT(S), SPECIFICALLY THE FISCHER POCKET PARK REDEVELOPMENT, TO THE RECREATION AND CONSERVATION FUNDING BOARD AS PROVIDED IN CHAPTER 791.15 AND 791.25 RCW, WAC 286, AND OTHER APPLICABLE AUTHORITIES**

**WHEREAS**, our organization has approved a comprehensive parks and recreation or habitat conservation plan that includes this project; and

**WHEREAS**, under provisions of the WWRP program, state grant assistance is requested to aid in financing the cost of renovation; and

**WHEREAS**, our organization considers it in the best public interest to complete the project described in the application.

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

**Section 1.** The City Manager, Larry Bauman is authorized to make formal application to the Recreation and Conservation Funding Board for grant assistance.

**Section 2.** Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's web site at: <http://www.rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf> and authorizes City Manager, Larry Bauman to enter into such a project agreement, if funding is awarded. We understand and acknowledge that the project agreement will contain the indemnification (applicable to any sponsor) and waiver of sovereign immunity (applicable to Tribes) and other terms and conditions that are contained in the sample project agreement. The sample project agreement may be revised periodically by the Recreation and Conservation Office. Our organization recognizes that such changes might occur prior to our authorized representative signing the actual project agreement, and we accept the responsibility and the presumption that our authorized representative shall have conferred with us as to any such changes before he/she executes the project agreement on behalf of our organization and so executes with our authorization.

**Section 3.** Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

**ACTION ITEM 6b**

**Section 4.** Our organization expects our matching share of project funding will be derived from Real Estate Excise Tax and that pursuant to WAC 286-13-040 we must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash commitments to this project should they not materialize.

**Section 5.** We acknowledge that if the Recreation and Conservation Funding Board approves grant assistance for the project(s), the Recreation and Conservation Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Recreation and Conservation Office after we incur eligible and allowable costs and pay them. The Recreation and Conservation Office may also determine an amount of retainage and hold that amount until the project is complete.

**Section 6.** We acknowledge that any property owned by our organization that is developed, renovated or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity after the project is complete unless otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board in the project agreement or an amendment thereto.

**Section 7.** This application authorization becomes part of a formal application to the Recreation and Conservation Funding Board for grant assistance.

**Section 8.** We provided appropriate opportunity for public comment on this application.

**Section 9.** We certify that this application authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that the person signing as authorized representative is duly authorized to do so.

**PASSED** by the City Council and **APPROVED** by the Mayor and City Manager this 19<sup>th</sup> day of April, 2016.

CITY OF SNOHOMISH

CITY OF SNOHOMISH

By \_\_\_\_\_  
Karen Guzak, Mayor

By \_\_\_\_\_  
Larry Bauman, City Manager

ATTEST:

By \_\_\_\_\_  
Pat Adams, City Clerk

**ACTION ITEM 6b**

APPROVED AS TO FORM:

By \_\_\_\_\_  
Grant Weed, City Attorney

Washington State Attorney General's Office

Approved as to form Brian J. Tallen  
Assistance Attorney General

March 15, 2016  
Date

ATTACHMENT D

**Funding Board Project Agreement**

**Project Sponsor:**

**Project Number:**

**Project Title:**

**Approval Date:**

**A. PARTIES OF THE AGREEMENT**

This Project Agreement (Agreement) is entered into between the State of Washington by and through the [Recreation and Conservation Funding Board (RCFB or funding board) and/or the Salmon Recovery Funding Board (SRFB or funding board)] and the Recreation and Conservation Office, P.O. Box 40917, Olympia, Washington 98504-0917 and [parent organization name if it exists] [by and through the] [child organization name] (sponsor), [Address, City, State, Zip Code] and shall be binding on the agents and all persons acting by or through the parties. [The sponsor's Data Universal Numbering System (DUNS) Number is XXXXX.]

**B. PURPOSE OF AGREEMENT**

This Agreement sets out the terms and conditions by which a grant is made from the [Account Name] of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the sponsor for the project named above per the director's authority granted in RCW 79A.25.020.

**C. DESCRIPTION OF PROJECT**

[project description]

**D. PERIOD OF PERFORMANCE**

The period of performance begins on [Project Start Date] (project start date) and ends on [Project End Date] (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement or specifically provided for by WAC Titles 286, 420; or RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement.

The sponsor must request extensions of the period of performance at least 60 days before the project end date.

The sponsor has obligations beyond this period of performance as described in Section E: On-going Obligations.

**E. ON-GOING OBLIGATION**

For [acquisition, development, renovation and restoration projects] the sponsor's on-going obligations shall be in perpetuity and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board's conversion policy (see Section 24: Restriction of Conversion) that all lands acquired and or facilities and areas [developed, renovated, or restored] with funding assistance remain in the public domain in perpetuity.

For maintenance projects, the sponsor's on-going obligations shall be in for a period of useful service life based on improvements made and shall survive the completion/termination of this Agreement, unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board's conversion policy (see Section 24: Restrictions on Conversion) that all facilities and areas maintained with funding assistance remain in the public domain until the facilities reach their useful service life, unless otherwise provided in the Agreement or as approved by the board.

For education, education and enforcement, enhancement, planning, and monitoring projects, the sponsor's on-going obligation shall be the same as the period of performance identified in Section D: Period of Performance.

**F. PROJECT FUNDING**

The total grant award provided by the funding board for this project shall not exceed [RCO total]. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board's percentage as identified below. The sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the sponsor shall be as indicated below:

**ACTION ITEM 6b**

<b>[Grant Program-account - category]</b>	Percentage	Dollar Amount
<b>Sponsor Match</b>	_____	_____
<b>Total Project Cost</b>	100.00%	_____

**G. FEDERAL FUND INFORMATION**

A portion or all of the funds for this project are provided through the following federal funding source(s):

Federal Agency: \_\_\_\_\_

Catalog of Federal Domestic Assistance Number and Name: \_\_\_\_\_

Federal Award Identification Number: \_\_\_\_\_ Federal Fiscal Year: \_\_\_\_\_

Federal Award Date: \_\_\_\_\_ Total Federal Award: \_\_\_\_\_

Federal Award Project Description: \_\_\_\_\_

Sponsor's Indirect Cost Rate: \_\_\_\_\_

If federal funding information is included in this section, this Agreement is funded by a federal subaward from a portion of the total federal award. This funding is not research and development (R & D).

If the sponsor's total federal expenditures are \$750,000 or more during the sponsor's fiscal-year, the sponsor is required to have a federal single audit conducted for that year in compliance with 2 C.F.R. Part 200, Sub Part F – Audit Requirements, Section 500 (2013). The sponsor must provide a copy of the final audit report to RCO within nine months of the end of the sponsor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section.

RCO may suspend all reimbursements if the sponsor fails to timely provide a single federal audit; further the RCO reserves the right to suspend any RCO Agreements with the sponsor if such noncompliance is not promptly cured.

**H. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS**

All rights and obligations of the parties under this Agreement shall be interpreted in light of the information provided in the sponsor's application and the project summary under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities and milestones report incorporated herein by reference. Provided, to the extent that information contained in such documents is inconsistent with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definition of the Standard Terms and Conditions.

**I. AMENDMENTS MUST BE IN SIGNED WRITING**

Except as provided herein, no amendment/deletions of any of the terms or conditions of this Agreement will be effective unless provided in writing signed by both parties. Except, extensions of the period of performance and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

**J. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES**

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, including any applicable [federal accounting rules], RCW [REVISED CODE OF WASHINGTON SECTION(S)], WAC Title [286 or 420], and RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement, all of which are incorporated herein by this reference as if fully set forth.

**ACTION ITEM 6b**

**K. SPECIAL CONDITIONS**

[special conditions]

**L. AGREEMENT CONTACTS**

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

**Project Contact**

Name:  
Title:  
Address:  
E-mail Address:

**RCFB-SRFB**

Recreation and Conservation Office  
Natural Resources Building  
PO Box 40917  
Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

**L. ENTIRE AGREEMENT**

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

**M. EFFECTIVE DATE**

This Agreement, for project [Number], shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: Period of Performance are allowed only when this Agreement is fully executed and an original is received by RCO.

The sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

**[Project Sponsor]**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Title: \_\_\_\_\_

**State of Washington, Recreation and Conservation Office**

On behalf of the [Recreation and Conservation Funding Board or Salmon Recovery Funding Board]

By: \_\_\_\_\_ Date: \_\_\_\_\_

[RCO DIRECTOR NAME]  
Director, Recreation and Conservation Office

Pre-approved as to form:

By: \_\_\_\_\_ /s/ \_\_\_\_\_ Date: July 20, 2015

Assistant Attorney General

**ACTION ITEM 6b**

**STANDARD TERMS AND CONDITIONS  
OF THE PROJECT AGREEMENT  
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### **Standard Terms and Conditions of the Project Agreement**

**Project Sponsor:**

**Project Number:**

**Project Title:**

**Approval Date:**

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#### **SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS**

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

**acquisition project** – A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

**Agreement** or Project Agreement – The document entitled "Project Agreement" accepted by all parties to the present transaction, including without limitation these Standard Terms and Conditions, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Project Agreement subject to any limitations on their effect.

**applicant** – Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding board.

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

**C.F.R.** – Code of Federal Regulations

**contractor** – An entity that receives a contract from a sponsor. A contract is a legal instrument by which a non-Federal entity (sponsor) purchases property or services to carry out the project or program under a Federal award. A contractor is not the same as the sponsor or subrecipient. A contract is for the purpose of obtaining goods and services for the non-Federal entity's (sponsor's) own use and creates a procurement relationship with the contractor (2 C.F.R. § 200.23 (2013)).

**development project** – A project that results in the construction of or work resulting in new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.

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

**education project** - A project that provides information, education, and outreach programs for the benefit of outdoor recreationists.

**education and enforcement project** – A project that provides information, education, and outreach programs; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists.

**equipment** – Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

**funding board** – The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under RCW 79A.25.110, or the Salmon Recovery Funding Board (SRFB) created under RCW 77.85.110.

**indirect cost** - Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

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

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**maintenance** – A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreationists.

**maintenance and operation** – A project that maintains existing areas and facilities through repairs, upkeep, and routine servicing for the benefit of outdoor recreationists.

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

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

**pass-through entity** - A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

**period of performance** – The time during which the sponsor may incur new obligations to carry out the work authorized under this Agreement (2 C.F.R. § 200.77 (2013)).

**planning (RCFB projects only)** – A project that results in one or more of the following: a study, a plan, construction plans and specifications, and permits to increase the availability of outdoor recreational resources.

**planning (SRFB projects only)** – A project that results in a study, assessment, project design, or inventory.

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

**project** – An undertaking that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.

**project cost** - The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).

**RCO – Recreation and Conservation Office** - The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by RCW 79A.25.110 and 79A.25.150 and charged with administering this Agreement by RCW 77.85.110 and 79A.25.240.

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

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

**restoration project** – A project that brings a site back to its historic function as part of a natural ecosystem or improving the ecological functionality of a site.

**RCW** – Revised Code of Washington

**RTP - Recreational Trails Program** – A federal grant program administered by RCO that allows for the development and maintenance of backcountry trails.

**secondary sponsor** - one of two or more eligible organizations that sponsors a grant-funded project. Of these two sponsors, only one – the primary sponsor – may be the fiscal agent.

**sponsor or primary sponsor** – The eligible applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees, agents and successors. For projects funded with federal money, the sponsor is a subrecipient, which is a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)).

**subaward** - An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 C.F.R. § 200.92 (2013)). A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a Federal subaward, the subaward amount is the grant program amount in Section F: Project Funding.

**subrecipient** - Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of

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such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a Federal subaward, the sponsor is the subrecipient.

**WAC** – Washington Administrative Code.

### **SECTION 2. PERFORMANCE BY THE SPONSOR**

The sponsor and secondary sponsor where applicable, shall undertake the project as described in this Agreement, the sponsor's application, and in accordance with the sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein. Also see Section 36: Order of Precedence.

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

### **SECTION 3. ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the sponsor without prior written consent of the RCO.

### **SECTION 4. RESPONSIBILITY FOR PROJECT**

While the funding board undertakes to assist the sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the sponsor. The funding board undertakes no responsibilities to the sponsor, a secondary sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is sponsored by more than one entity, any and all sponsors are equally responsible for the project and all post-completion stewardship responsibilities.

### **SECTION 5. INDEMNIFICATION**

The sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence of, or the breach of any obligation under this Agreement by, the sponsor or the sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

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

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the sponsor or the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the sponsor's negligence or the negligence of the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

This provision shall be included in any Agreement between sponsor and any contractors, subcontractor and vendor, of any tier.

The sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the sponsor or the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of

## **ACTION ITEM 6b**

methods, processes, designs, information or other items furnished or communicated to State, its agents, officers and employees pursuant to the Agreement; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to State, its agents, officers and employees by the sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

The sponsor specifically assumes potential liability for actions brought by the sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The RCO is included within the term State, as are all other agencies, departments, boards, or other entities of state government.

### **SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR**

The sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the funding board or RCO. The sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board or of the state of Washington, nor will the sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06 or 28B.

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

### **SECTION 7. CONFLICT OF INTEREST**

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

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

### **SECTION 8. COMPLIANCE WITH APPLICABLE LAW**

The sponsor will implement the Agreement in accordance with applicable federal, state, and local laws, regulations and RCO and funding board policies regardless of whether the sponsor is a public or non-public organization.

The sponsor shall comply with, and RCO is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to: State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (critical areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

**A. Nondiscrimination Laws.** The sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the sponsor may be declared ineligible for further grant awards from the funding board. The sponsor is responsible for any and all costs or liability arising from the sponsor's failure to so comply with applicable law.

**B. Wages and Job Safety.** The sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety. The sponsor agrees when state

## **ACTION ITEM 6b**

prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

- C. Archaeological and Cultural Resources.** The RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The sponsor must assist RCO in compliance with Executive Order 05-05 or the National Historic Preservation Act before initiating ground-disturbing activity. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.
- D. Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any sponsor, or agent acting for such sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- E. Debarment and Certification.** By signing the Agreement with RCO, the sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "Contractors not Allowed to Bid on Public Works Projects" list.

### **SECTION 9. RECORDS**

- A. Maintenance.** The sponsor 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. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 11: Project Reimbursements. 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.
- B. Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or Agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the sponsor's reports, including computer models and methodology for those models.
- C. Public Records.** Sponsor acknowledges that the funding board is subject to RCW 42.56 and that this Agreement and any records sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04.

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Additionally, in compliance with RCW 77.85.130(8), sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. By submitting any record to the state sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

### **SECTION 10. PROJECT FUNDING**

- A. Authority.** This agreement is funded through a grant award from the recreation and conservation funding board per WAC 286-13-050 and/or the salmon recovery funding board per WAC 420-04-050. The director of RCO enters into this agreement per delegated authority in RCW 79A.25.020 and 77.85.120.
- B. Additional Amounts.** The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this Agreement.
- C. Before the Agreement.** No expenditure made, or obligation incurred, by the sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. Requirements for Federal Subawards.** Pre-agreements costs before the federal award date in Section F: Project Funding are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- E. After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

### **SECTION 11. PROJECT REIMBURSEMENTS**

- A. Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12. The sponsors may only request reimbursement for eligible and allowable costs incurred during the period of performance. The sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in Section F: Project Funding. Reimbursement shall not be approved for any expenditure not incurred by the sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations, which the sponsor may use as part of its percentage. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. Reimbursement Request Frequency.** Sponsors are encouraged to send RCO a reimbursement request at least quarterly. Sponsors are required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.
- C. Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement by the sponsor.
- D. Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement of up to the final ten percent (10%) of the total amount of the grant to the sponsor until the project has been completed. A project is considered "complete" when:
  - 1. All approved or required activities outlined in the Agreement are done;

## **ACTION ITEM 6b**

2. On-site signs are in place (if applicable);
3. A final project report is submitted to and accepted by RCO;
4. Any other required documents are complete and submitted to RCO;
5. A final reimbursement request is submitted to RCO;
6. The completed project has been accepted by RCO;
7. Final amendments have been processed; and
8. Fiscal transactions are complete.
9. RCO has accepted a final boundary map, if required for the project, for which the Agreement terms will apply in the future.

**E. Requirements for Federal Subawards: Match.** The sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the sponsor's matching share when such contributions meet all of the following criteria:

1. Are verifiable from the non-Federal entity's (sponsor's) records;
2. Are not included as contributions for any other Federal award;
3. Are necessary and reasonable for accomplishment of project or program objectives;
4. Are allowable under 2 C.F.R. Part 200, Subpart E—Cost Principles (2013);
5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
6. Are provided for in the approved budget when required by the Federal awarding agency identified in Section G: Federal Fund Information of this Agreement; and
7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D—Post Federal Award Requirements (2013), as applicable.

**F. Requirements for Federal Subawards: Close out.** Per 2 C.F.R § 200.343 (2013), the non-Federal entity (sponsor) must:

1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the sponsor.
2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
4. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

### **SECTION 12. ADVANCE PAYMENTS**

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements. See WAC 420-12.

### **SECTION 13. RECOVERY OF PAYMENTS**

**A. Recovery for Noncompliance.** In the event that the sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.

## **ACTION ITEM 6b**

- B. Overpayment Payments.** The sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.
- C. Requirements for Federal Subawards.** The pass-through entity (RCO) may impose any of the remedies as authorized in 2 C.F.R. §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

### **SECTION 14. COVENANT AGAINST CONTINGENT FEES**

The sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

### **SECTION 15. INCOME AND USE OF INCOME**

- A. RCFB Projects.** See WAC 286-13-110 for additional requirements for projects funded from the RCFB.
- B. Income.**
1. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement.
  2. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored with funding board grants if the fees are consistent with the:
    - a. Value of any service(s) furnished;
    - b. Value of any opportunities furnished; and
    - c. Prevailing range of public fees in the state for the activity involved.
    - d. Excepted are Firearms and Archery Range Recreation Program safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).
- C. Use of Income.** Regardless of whether income or fees in a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the Agreement, unless precluded by state or federal law, the revenue may only be used to offset:
1. The sponsor's matching resources;
  2. The project's total cost;
  3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;
  4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the sponsor's system; and/or
  5. Capital expenses for similar acquisition and/or development and renovation.
- D. Requirements for Federal Subawards.** Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

### **SECTION 16. PROCUREMENT REQUIREMENTS**

- A. Procurement Requirements.** If Sponsors have a procurement process that follows applicable state and/or required federal procurement principles, it must be followed. If no such process exists the sponsor must follow these minimum procedures:
1. Publish a notice to the public requesting bids/proposals for the project;
  2. Specify in the notice the date for submittal of bids/proposals;

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3. Specify in the notice the general procedure and criteria for selection; and
4. Comply with the same legal standards regarding unlawful discrimination based upon race, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

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

### **B. Requirements for Federal Subawards.**

1. For all Federal subawards except RTP projects, non-Federal entities (sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
2. For RTP subawards, sponsors follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)). State procurement policies are in subsection A of this section.

## **SECTION 17. TREATMENT OF EQUIPMENT**

**A. Discontinued Use.** Equipment shall remain in the possession of the sponsor for the duration of the project or applicable grant program. When the sponsor discontinues use of the equipment for the purpose for which it was funded, RCO will require the sponsor to deliver the equipment to RCO, dispose of the equipment according to RCO policies, or return the fair market value of the equipment to RCO. Equipment shall be used only for the purpose of this Agreement, unless otherwise provided herein or approved by RCO in writing.

**B. Loss or Damage.** The sponsor shall be responsible for any loss or damage to equipment which results from the negligence of the sponsor or which results from the failure on the part of the sponsor to maintain and administer that equipment in accordance with sound management practices.

**C. Requirements for Federal Subawards.** Except RTP, procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):

1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep the property in good condition.
5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

**D. Requirements for RTP Subawards.** The subrecipient (sponsor) shall follow such policies and procedures allowed by the State with respect to the use, management and disposal of equipment acquired under a Federal award (2 C.F.R § 1201.313 (2013)).

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### **SECTION 18. RIGHT OF INSPECTION**

The sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure as described in Section 22.B: Control and Tenure has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

### **SECTION 19. STEWARDSHIP AND MONITORING**

Sponsor agrees to perform monitoring and stewardship functions as stated in policy documents approved by the funding boards or RCO. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

### **SECTION 20. PREFERENCES FOR RESIDENTS**

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

### **SECTION 21. ACKNOWLEDGMENT AND SIGNS**

- A. Publications.** The sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. Signs.** The sponsor also shall post signs or other appropriate media during the period of performance and in the future at project entrances and other locations on the project which acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director.
- C. Ceremonies.** The sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.
- D. Federally Funded Projects.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, sponsors shall clearly state:
  - 1. The fund source;
  - 2. The percentage of the total costs of the project that is financed with federal money;
  - 3. The dollar amount of federal funds for the project; and
  - 4. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

### **SECTION 22. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS**

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

- A. Document Review and Approval.** The sponsor agrees to submit one copy of all construction plans and specifications to RCO for review prior to implementation or as otherwise identified in the milestones. Review and approval by RCO will be for compliance with the terms of this Agreement. Only change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval.
- B. Control and Tenure.** The sponsor must provide documentation that shows appropriate tenure (landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for

## **ACTION ITEM 6b**

construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement.

- C. Nondiscrimination.** Except where a nondiscrimination clause required by a federal funding agency is used, the sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

- D. Use of Best Management Practices.** Sponsors are encouraged to use best management practices developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

### **SECTION 23. PROVISIONS APPLYING TO ACQUISITION PROJECTS**

The following provisions shall be in force only if the project described in this Agreement is an acquisition project:

- A. Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.
- B. Evidence of Title.** The sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. Legal Description of Real Property Rights Acquired.** The legal description of the real property rights purchased with funding assistance provided through this project Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the Agreement before final payment.
- D. Conveyance of Rights to the State of Washington.** When real property rights (both fee simple and lesser interests) are acquired, the sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
- 1. Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. See WAC 420-12 or 286-13. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the sponsor has acquired a perpetual easement for public purposes.
  - 2. Assignment of Rights.** The Assignment of Rights document transfers certain rights such as access and enforcement to RCO. Sponsors shall use this document when an easement or lease is being acquired for habitat conservation or salmon recovery purposes. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
  - 3. Easements and Leases.** The sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

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### **E. Real Property Acquisition and Relocation Assistance.**

1. **Federal Acquisition Policies.** When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
2. **State Acquisition Policies.** When state funds are part of this Agreement, the sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the sponsor agrees to provide any housing and relocation assistance required.

**F. Buildings and Structures.** In general, grant funds are to be used for outdoor recreation, habitat conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsors must consult RCO regarding compliance with Section 8.C.: Archaeological and Cultural Resources before structures are removed or demolished.

### **G. Hazardous Substances.**

1. **Certification.** The sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
  - a. No hazardous substances were found on the site, or
  - b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
2. **Responsibility.** Nothing in this provision alters the sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. **Hold Harmless.** The sponsor will defend, protect and hold harmless RCO and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the sponsor is acquiring.

**H. Requirements for Federal Subawards.** The non-Federal entity (sponsor) must submit reports at least annually on the status of real property in which the Federal Government retains an interest, unless the Federal interest in the real property extends 15 years or longer. In those instances where the Federal interest attached is for a period of 15 years or more, the Federal awarding agency or the pass-through entity (RCO), at its option, may require the sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a Federal awarding agency or RCO may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years) (2 C.F.R. § 200.329 (2013)).

### **SECTION 24. RESTRICTION ON CONVERSION OF REAL PROPERTY AND/OR FACILITIES TO OTHER USES**

The sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this Agreement to uses other than those purposes for which funds were approved without prior approval of the funding board in compliance with applicable statutes, rules, and funding board policies. Also see WAC Title 286 or 420. It is the intent of the funding board's conversion policy, current or as amended in the future, that all real property or facilities acquired, developed, renovated, and/or restored with funding assistance remain in the public domain in perpetuity unless otherwise identified in the Agreement or as approved by the funding board. Determination of whether a conversion has occurred shall be based upon applicable law and RCFB/SRFB policies.

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For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

When a conversion has been determined to have occurred, the sponsor is required to remedy the conversion per established funding board policies.

### **SECTION 25. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS**

The following provisions shall be in force only if the project described in this Agreement is an acquisition, development, maintenance, renovation or restoration project:

- A. Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:
1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
  2. In a reasonably safe condition for the project's intended use.
  3. Throughout its estimated useful service life so as to prevent undue deterioration.
  4. In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. Open to the public.** Facilities open and accessible to the general public must:
1. Be constructed and maintained to meet or exceed the minimum requirements of the most current local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as updated.
  2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
  3. Be available for use by the general public without reservation at reasonable hours and times of the year, according to the type of area or facility.

### **SECTION 26. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS**

A corporate sponsor, including any nonprofit sponsor, shall:

- A.** Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the sponsor's obligation to the project as identified in the Agreement.
- B.** Notify RCO prior to corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the sponsor's obligation to the qualified successor if requirements are met.
- C.** Sites or facilities open to the public may not require exclusive use, (e.g., members only).

### **SECTION 27: PROVISIONS FOR FEDERAL SUBAWARDS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section G: Federal Fund Information.

- A. Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 Fed. Reg. 12319, 12935, 3 C.F.R. 1964, 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal

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Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federally assisted construction contract means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work. (41 C.F.R. § 60-1.3)

Construction work means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction. (41 C.F.R. § 60-1.3)

- B. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities (sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity (sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- D. Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient (sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (sponsor) must comply with the requirements of 37 C.F.R. Part

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401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- E. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section G: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- G. Procurement of Recovered Materials.** A non-Federal entity (sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- H. Required Insurance.** The non-Federal entity (sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- I. Debarment and Suspension (Executive Orders 12549 and 12689).** The sponsor must not award a contract (see 2 C.F.R § 180.220) to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

### **SECTION 28. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

- A. Liability Insurance.** The sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.

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- B. Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.
- C. Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the sponsor's obligation to the project as identified in this Agreement in Section E: On-going Obligation.
- D. Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the sponsor.
- E. Government Agencies.** The requirement of Subsection A through D above shall not apply if the sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.
- F. Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the sponsor, or others, for any and all remedies that may be available by law.

### **SECTION 29. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Land and Water Conservation Fund.

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "Project Agreement General Provisions" in the LWCF State Assistance Program Federal Financial Assistance Manual are also made part of this Agreement and incorporated herein. The sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

### **SECTION 30. PROVISIONS FOR FARMLAND PRESERVATION ACCOUNT PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Washington Wildlife and Recreation Program Farmland Preservation Account.

For projects funded through the Washington Wildlife and Recreation Program Farmland Preservation Account, the following sections will not apply if covered separately in a recorded RCO approved Agricultural Conservation Easement:

- A.** Section 15 - Income and Income Use;
- B.** Section 19 - Stewardship and Monitoring;
- C.** Section 21 - Acknowledgement and Signs;
- D.** Section 23 – Provisions applying to Acquisition Projects, Sub-sections D, F, and G;
- E.** Section 24 – Restriction on Conversion of Real Property and/or Facilities to Other Uses; and
- F.** Section 25 – Construction, Operation and Maintenance of Assisted Projects.

### **SECTION 31. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded by the SRFB.

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the sponsor shall not commence with clearing of riparian trees or in-water work unless either the sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this project Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

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### **SECTION 32. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Puget Sound Acquisition and Restoration program.

The sponsor agrees to the following terms and conditions:

- A. Cost Principles/Indirect Costs for State Agencies.** Sub-Recipient (sponsor) will comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement and in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. Audit Requirements.** Sub-recipient (sponsor) shall meet the provisions in Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the sponsor expends \$750,000 or more in total Federal funds in a fiscal year. The \$750,000 threshold for each year is a cumulative total of all federal funding from all sources. The sponsor shall forward a copy of the audit along with the sponsor's response and the final corrective action plan to RCO within ninety (90) days of the date of the audit report. For complete information on how to accomplish the single audit submissions, visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.
- C. Credit and Acknowledgement.** In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.
- D. Hotel Motel Fire Safety Act.** Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.
- E. Drug Free Workplace Certification.** Sub-recipient (sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at: <http://ecfr.gpoaccess.gov>.
- F. Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs which are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- G. Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA).** This provision applies only to a Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor), if any. Sub-recipient (sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement.

"You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award."

Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

**ACTION ITEM 6b**

Federal agency funding this agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

- H. Lobbying.** The chief executive officer of this recipient agency (sponsor) shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient (sponsor) shall abide by their respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the U. S. or for lobbying or other political activities.

The sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

All contracts awarded by sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- I. Reimbursement Limitation.** If the sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the RCO approved budget.
- J. Disadvantaged Business Enterprise Requirements.** Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.
- K. Minority and Women's Business Participation.** Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for the purchase or Agreement and are as follows:

Purchased Goods	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE
Professional Services	10% MBE	4% WBE

Meeting these goals is voluntary and no Agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and sponsor and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

## **ACTION ITEM 6b**

**L. MBE/WBE Reporting.** In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

1. There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
2. \$3,000 or more is included for supplies; or
3. There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as
4. Described in items (a) and (b).

When completing the form, recipients (sponsors) should disregard the quarterly and semi-annual boxes in the reporting period section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the sponsor's region. Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators can also answer any questions.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at [http://www.epa.gov/osbp/dbe\\_reporting.htm](http://www.epa.gov/osbp/dbe_reporting.htm).

**M. SIX GOOD FAITH EFFORTS, 40 C.F.R., Part 33, Subpart C.** Pursuant to 40 C.F.R. § 33.301, the sponsor agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

1. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when an Agreement is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.
6. If the sponsor awards subcontracts, require the sponsor to take the steps in paragraphs (a) through (e) of this section.

**N. Lobbying & Litigation.** By signing this agreement, the sponsor certifies that none of the funds received from this agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

## **ACTION ITEM 6b**

The chief executive officer of this sponsor agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:

Certification Regarding Lobbying, EPA Form 6600-06:  
[http://www.epa.gov/ogd/AppKit/form/Lobbying\\_sec.pdf](http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf)

Disclosure of Lobbying Activities, SF LLL: [http://www.epa.gov/ogd/AppKit/form/sfillin\\_sec.pdf](http://www.epa.gov/ogd/AppKit/form/sfillin_sec.pdf)

Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

- O. Payment to Consultants.** EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (sponsors) or by a recipients' (sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is \$602.24 per day \$75.28 per hour.

- P. Peer Review.** Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

### **SECTION 33. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM AND MARINE SHORELINE PROTECTION PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program or the Marine Shoreline Protection program.

The sponsor shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

#### **A. Administrative Conditions**

- 1. Cost Principles.** The sponsor agrees to comply with the cost principles of 2 C.F.R Part 200 (2013). Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and In-kind matching donations. The applicability of the Cost Principles depends on the type of organization incurring the costs.
- 2. Audit Requirements.** The sponsor shall fully comply with requirements of 2 C.F.R. Part 200, Subpart F- Audit Requirements (2013), if applicable. See also Section F: Project Funding.
- 3. Hotel-Motel Fire Safety Act.** Pursuant to 40 C.F.R. 30.18, if applicable, and 15 U.S.C 2225a, sponsor agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). The sponsor may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

## **ACTION ITEM 6b**

### **4. Recycled Paper**

- a. **Institutions of Higher Education Hospitals and Non-Profit Organizations.** In accordance with 40 C.F.R. 30.16, sponsor agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.
- b. **State Agencies and Political Subdivisions.** In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 C.F.R. 247.
- c. **State and Local Institutions of Higher Education and Non-Profit Organizations.** In accordance with 40 C.F.R. § 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.
- d. **State Tribal and Local Government Recipients.** In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the sponsor agrees to use recycled paper and double sided printing for all reports which are prepared a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

5. **Lobbying.** The sponsor agrees to comply with Title 40 C.F.R. Part 34, New Restrictions on Lobbying. The sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure. See also Section 11: Compliance with Applicable Federal Laws.

- a. **Part 30 Recipients.** All contracts awarded by the sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, the sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- b. **Lobbying and Litigation.** The sponsor's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Appendix in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

6. **Suspension and Debarment.** The sponsor shall fully comply with Subpart C of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Responsibilities of Participants Regarding Transaction (Doing

## **ACTION ITEM 6b**

Business with Other Persons)'. The sponsor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Covered Transactions', includes a term or condition requiring compliance with Subpart C. The sponsor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The sponsor acknowledges that failing to disclose the information as required at 2 C.F.R. § 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The sponsor may access the Excluded Parties List System at: <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, 'Certification Regarding Debarment, Suspension, and Other Responsibility Matters'. See also Section 27: Provisions for Federal Subawards Only.

- 7. Drug-Free Workplace Certification.** The sponsor must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the sponsor must identify all known workplaces under its federal award; and keep this information on file during the performance of the award.

  - a. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C.
  - b. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. The sponsor can access 2 C.F.R. Part 1536 at <http://ecfr.gpoaccess.gov>.
- 8. Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
- 9. Reimbursement Limitation.** If the sponsor expends more than the grant amount in this Agreement in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the approved budget. See also Section 11: Project Reimbursements.
- 10. Trafficking in Persons.** The following prohibition statement applies to the sponsor, and all sub-awardees of the sponsor. The sponsor must include this statement in all sub-awards made to any private entity under this Agreement.

"YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES' EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AWARD OR SUB-AWARDS UNDER THIS AWARD."
- 11. Disadvantaged Business Enterprise Requirements, General Compliance.** The sponsor agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 C.F.R. Part 33.
- 12. Sub-Awards.** If the sponsor makes sub-awards under this Agreement, the sponsor is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. The sponsor agrees to:

  - a. Establish all sub-award agreements in writing;

## **ACTION ITEM 6b**

- b. Maintain primary responsibility for ensuring successful completion of the approved project (SPONSORS CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUB-AWARDEE);
  - c. Ensure that any sub-awards comply with the standards in 2 C.F.R. Part 200, and are not used to acquire commercial goods or services for the sub-awardee;
  - d. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
  - e. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
  - f. Obtain RCO's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
  - g. Obtain approval from RCO for any new sub-award work that is not outlined in the approved work plan in accordance with 40 C.F.R. Parts 30.25 and 31.30, as applicable.
- 13. Federal Employees.** No Subcontract or grant funds may be used to provide any Federal Employee transportation assistance, reimbursement, and any other expense.
- 14. Fly America Act.** The sponsor agrees to comply with 49 U.S.C. 40118 (the "Fly America" act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The sponsor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The sponsor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
- 15. Recovered Materials.** The sponsor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247. See also Section 27: Provisions for Federal Subawards Only.
- 16. Copeland "Anti-Kickback" Act.** All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.
- 17. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7).** When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.

## **ACTION ITEM 6b**

- 18. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. See also Section 27: Provisions for Federal Subawards Only.
- 19. Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. See also Section 27: Provisions for Federal Subawards Only.
- 20. FY12 APPR ACT: Unpaid Federal Tax liabilities and Federal Felony Convictions.** This Agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, HR 2055, Division E, Sections 433 and 434 regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this award the recipient acknowledges that it (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under and Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

### **B. Programmatic Conditions:**

1. **Semi-Annual FEATS Performance Reports.** The sponsor is required to submit performance reports every six months, unless a different reporting frequency is outlined in the Scope of Work, using the reporting tool supplied by RCO. The sponsor agrees to include brief information on each of the following areas:
  - a. Comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
  - b. The reasons for slippages if established outputs/outcomes were not met; AND
  - c. Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.Reporting periods are from October 1 to March 31 and April 1 to September 30. Performance reports are due to RCO 15 calendar days after the end of each reporting period.
2. **Final Performance Report.** In addition to the periodic performance reports, the sub-recipient will submit a final performance report to RCO within 60 calendar days after the expiration or termination of the award. The report shall be submitted to the RCO Grant Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period.

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3. **Recognition of EPA Funding.** Reports, documents, signage, videos, or other media, developed as part of projects funded by this Agreement shall contain the following statement:

"THIS PROJECT HAS BEEN FUNDED WHOLLY OR IN PART BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER ASSISTANCE AGREEMENT [*EPA agreement number*] TO WASHINGTON DEPARTMENT OF FISH AND WILDLIFE. THE CONTENTS OF THIS DOCUMENT DO NOT NECESSARILY REFLECT THE VIEWS AND POLICIES OF THE ENVIRONMENTAL PROTECTION AGENCY, NOR DOES MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS CONSTITUTE ENDORSEMENT OR RECOMMENDATION FOR USE."

4. **Copyrighted Material.** EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

RCO acknowledges that EPA may authorize another grantee to use copyrighted works or other data developed under this Agreement as a result of: a) the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b) termination or expiration of this agreement.

5. **Peer Review.** The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the RCO Grants Manager prior to releasing any final reports or products resulting from the funded study.
6. **Quality Assurance Requirements.** Acceptable Quality Assurance documentation must be submitted to the Grant Program within 30 days of acceptance of this agreement or another date as negotiated with the RCO Grants Manager. The National Estuary Program (NEP) Quality Coordinator supports quality assurance for EPA-funded NEP projects. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under an agreement until RCO or the NEP Quality Coordinator has approved the quality assurance document. The sponsor will submit all Quality Assurance documentation to the following address. Please copy the Grant Program on all correspondence with the NEP Quality Coordinator. Thomas H. Gries, NEP Quality Coordinator Department of Ecology Tgri460@ecy.wa.gov 360.407.6327.
7. **Environmental Data and Information Technology.** Sub-recipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All environmental data will be required to be entered into the EPA's Storage and Retrieval data system (STORET). The best method (local or state consolidated) for reporting will be determined on a project-by-project basis between the DFW grant manager and sub-recipient. More information about STORET can be found at <http://www.epa.gov/STORET>.

### **SECTION 34: PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program.

#### **A. DUNS and CCR Requirements**

1. Unless otherwise exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the CCR until submission of its final financial report required under this Agreement or receive the final payment, whichever is later.
2. The sponsor may not make a sub-award to any entity unless the entity has provided its DUNS number to the sponsor.

## **ACTION ITEM 6b**

- B. **FY2011 ACORN Funding Restriction.** No funds provided under this Agreement may be used for sub-awards/sub-grants or contracts to the Association of Community Organizations for Reform NOW (ACORN) or any of its subsidiaries.

### **SECTION 35. PROVISIONS FOR MARINE SHORELINE PROTECTION PROGRAM PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Marine Shoreline Protection program.

The Sub-Recipient shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

- A. **Federal Finance Report (FFR).** Recipients (sponsor) shall submit final Federal Financial Reports (FFR), Standard Form 425 (SF-425), to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at [www.epa.gov/ocfo/finservices/forms.htm](http://www.epa.gov/ocfo/finservices/forms.htm). All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, 4220 S. Maryland Pkwy Bldg C, Rm 503, Las Vegas, NV 89119, or by FAX to: 702-798-2423. The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients (sponsor) will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement. EPA may take enforcement actions in accordance with 40 C.F.R. § 30.62 and 40 C.F.R. § 31.43 if the recipient does not comply with this term and condition.
- B. **Reimbursement Limitation.** If the sponsor expends more than the amount of federal funding in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse Sub-Recipient for costs incurred in excess of the approved budget.

#### **C. DUNS and CCR Requirements**

1. **Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM).** Unless the sponsor is exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
2. **Requirement for Data Universal Numbering System (DUNS) numbers.** If the sponsor is authorized to make subawards under this award, the sponsor:
  - a. Must notify potential subrecipients that no entity may receive a subaward from the sponsor unless the entity has provided its DUNS number to the sponsor.
  - b. May not make a subaward to an entity unless the entity has provided its DUNS number to the sponsor.
3. **Definitions. For purposes of this award term:**
  - a. Central Contractor Registration (CCR)/System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site <http://www.sam.gov>.
  - b. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

## **ACTION ITEM 6b**

- c. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R Part 25, subpart C:
  - i. A Governmental organization, which is a State, local government, or Indian tribe;
  - ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization;
  - iv. A domestic or foreign for-profit organization; and
  - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
  
- d. Subaward:
  - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMS Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
  
- e. Subrecipient means an entity that:
  - i. Receives a subaward from you under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

### **D. CIVIL RIGHTS OBLIGATIONS**

1. **General.** This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 4248 or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.
2. **Statutory Requirements.** In carrying out this agreement, the recipient must comply with:
  - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
  - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
  - c. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.
  - d. Federal financial assistance.

If the recipient is conducting an education program under this agreement, it must also comply with Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

## **ACTION ITEM 6b**

3. **Regulatory Requirements.** The recipient agrees to comply with all applicable EPA civil rights regulations, including:
  - a. For Title IX obligations, 40 C.F.R. Part 5; and
  - b. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.
  - c. As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.
4. **Title VI - LEP, Public Participation and Affirmative Compliance Obligation.**
  - a. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at [http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004\\_register&docid=fr25jn04-79.pdf](http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pdf)
  - b. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

**E. Additional Term and Condition for Agricultural Landowners - Riparian Buffer Term for Agricultural Landowners.** To be eligible for NEP implementation funding, provided directly or through a subaward, a private agricultural land owner whose property borders fresh or estuarine waters must establish and maintain a riparian buffer on all water courses on the property consistent with the National Marine Fisheries Service (NMFS) guidelines for Riparian Buffers Along Agricultural Water Courses in NW Washington and NRCS guidance on the NMFS guidelines. A land owner may be excluded from meeting this requirement if the funding is used solely for removal of shoreline armoring, onsite sewage system repair or replacement, engineered dike setbacks, or culvert or tide-gate replacements that provide for fish passage at all life stages. In some cases, the NJ\1FS recommendations are framed in terms of ranges of buffer widths rather than point estimates, and expressed as probabilities of achieving desired outcomes. Local conditions and local circumstances matter, and may affect the choice of the riparian buffer most effective at achieving salmon recovery. Buffer widths may be less than specified in the table in cases where there is a scientific basis for doing so and all affected tribes in the watershed agree to deviations from the NMFS guidelines or where there are physical constraints on an individual parcel (e.g. transportation corridors, structures, naturally occurring).

### **SECTION 36. ORDER OF PRECEDENCE**

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

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency;
- E. State law;

## **ACTION ITEM 6b**

- F. Washington Administrative Code;
- G. Project Agreement;
- H. Board policies and procedures.

### **SECTION 37. AMENDMENTS**

Amendments to this Agreement shall be binding only if writing and signed by personnel authorized to bind each of the parties except period of performance extensions in and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension or scope adjustment is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

### **SECTION 38. LIMITATION OF AUTHORITY**

Only RCO or RCO's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by RCO.

### **SECTION 39. WAIVER OF DEFAULT**

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

### **SECTION 40. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH**

The funding board and RCO rely on the sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

### **SECTION 41. SPECIFIC PERFORMANCE**

The funding board and RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

### **SECTION 42. TERMINATION**

The funding board and RCO will require strict compliance by the sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the sponsor in its application for a grant as finally approved by the funding board. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

- A. For Cause.** The funding board or the director may suspend or terminate the obligation to provide funding to the sponsor under this Agreement:
1. In the event of any breach by the sponsor of any of the sponsor's obligations under this Agreement; or
  2. If the sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines

## **ACTION ITEM 6b**

In the event this Agreement is terminated by the funding board or director, under this section or any other section after any portion of the grant amount has been paid to the sponsor under this Agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived.

- B. Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the sponsor.
- C. For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

### **SECTION 43. DISPUTE HEARING**

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

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

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

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

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

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

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

### **SECTION 44. ATTORNEYS' FEES**

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

### **SECTION 45. GOVERNING LAW/VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper;

## **ACTION ITEM 6b**

otherwise venue shall be in a county where the project is situated. The sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

### **SECTION 46. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR**

In the cases where this Agreement is between the funding board (State) and a federally recognized Indian Tribe, the following governing law/venue applies, but only between those parties:

- A.** Notwithstanding the above venue provision, if the State of Washington intends to initiate a lawsuit against a federally recognized Indian tribe relating to the performance, breach or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such a lawsuit in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such lawsuit in federal court; otherwise the State may sue the Tribe in the Thurston County Superior Court. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the parties agree to venue in Thurston County Superior Court.
- B.** Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such a lawsuit arising out of this agreement, including any third party claims relating to any work performed under this agreement, shall be binding and enforceable on the parties. Any money judgment or award against a Tribe, tribal officers, employees, and members, or the State of Washington and its officers and employees may exceed the amount provided for in Section F: Project Funding of the Agreement in order to satisfy the judgment.
- C.** The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purpose of allowing the State to bring such actions as it determines necessary to give effect to this section and to the enforcement of any judgment relating to the performance, or breach of this Agreement. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the RCO and any other state agencies that may be assigned or otherwise obtain the right of the RCO to enforce this Agreement.

### **SECTION 47. SEVERABILITY**

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

## **ACTION ITEM 6b**

### **Eligible Scope Activities**

**Project Sponsor:**

**Project Number:**

**Project Title:**

**Project Type:**

**Program**

**Approval**

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#### **Project Metrics**

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##### **Project Acquisition**

Project acres by purpose type:  
Habitat Conservation 18.00  
Public Access 32.00  
Miles of shoreline protected: 1.00

##### **Sites Improved**

Project areas developed: 2.00  
Project areas renovated: 0.00

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#### **Acquisition Metrics**

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##### **Property: Worksite #1**

###### **Real Property**

###### **Land**

Acres by Acreage Type (fee simple):  
Uplands 17.00  
Tidelands 33.00  
Existing structures on site: No structures on site  
Clean up of hazardous substances required (yes/no): Unknown

###### **Incidentals**

###### **Signs (Acq)**

Number of permanent signs that identify site and funding partners 1

---

#### **Development Metrics**

---

##### **Property: Worksite #1**

###### **Buildings and Structures**

###### **Construct / install restroom**

Number of restrooms: 1 new, 0 renovated  
Select the restroom type: Vault toilets

###### **General Site Improvements**

###### **Develop paths/walkways**

Select the surface of the path/walkway: Compacted gravel  
Linear feet of path/walkway: 1200  
Walkway lighting provided (yes/no): No  
Number of walkway bridges: 0 new, 0 renovated

###### **Develop viewpoint**

Number of designated viewpoints: 1 new, 0 renovated  
Select the viewpoint structures: Benches/seating

###### **Install signs/kiosk**

Number of kiosks: 0 new, 0 renovated  
Number of interpretive signs/displays: 5 new, 0 renovated  
Number of permanent entrance signs: 1 new, 0 renovated  
Project involves installation of informational signs (yes/no):

**ACTION ITEM 6b**

**Parking and Roads**

**Parking development**

Number of vehicle parking stalls:	8 new, 0 renovated
Number of vehicle with trailer parking stalls:	0 new, 0 renovated
Number of accessible parking stalls:	
Vehicle with trailers	0
Vehicle	1
Select the parking surfaces:	Gravel
Select the parking enhancements:	Entry gate, Wheel stops

**ACTION ITEM 6b**

**Legal Description**

**Project Sponsor:**

**Project Number:**

**Project Title:**

**RCO Approval:**

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**Worksite Name**

**Property Name**

**Legal Description**

---

**Worksite #1**

The legal description of the property purchased with funding assistance provided through this Project Agreement (and protected by a recorded Deed-of-Right) shall be amended into the Project Agreement prior to reimbursement of the final payment.

**ACTION ITEM 6b**

**Milestone Report by Project**

**Project Number:**

**Project Name:**

**Sponsor:**

**Project Manager:**

<b>X</b>	<b>!</b>	<b>Milestone</b>	<b>Target Date</b>	<b>Comments/Description</b>
X		Project Start	08/01/2014	
X		Baseline Documentation to RCO	10/01/2014	Please provide the preliminary title report for the property prior to closing
X		Survey Complete	10/31/2014	
X		Order Appraisal(s)	11/01/2014	
X	!	Progress Report Submitted	01/15/2015	
X	!	Order Appraisal Review(s)	03/15/2015	
X	!	Purchase Agreement Signed	03/31/2015	
X	!	Acquisition Closing	06/30/2015	
X		Funding Acknowl Sign Posted	06/30/2015	
X	!	Progress Report Submitted	06/30/2015	
X		Recorded Acq Documents to RCO	07/30/2015	
X	!	Annual Project Billing	07/31/2015	
X	!	Cultural Resources Complete	12/31/2015	
X	!	Progress Report Submitted	01/15/2016	
		RCO Final Inspection	02/01/2016	
	!	Agreement End Date	06/30/2016	
		Final Billing to RCO	07/31/2016	
		Final Report in PRISM	07/31/2016	

X=Milestone Complete  
 !=Critical Milestone

ATTACHMENT E

# FISCHER POCKET PARK

Park Overview  
Park's Board Meeting  
March 23, 2016

**ACTION ITEM 6b**

# View south



## View south + vicinity



# Picnic and play equipment



# Play equipment



**ACTION ITEM 6b**

# Drinking fountain (removed) set-back from adjacent residence



## Portable BB in cul de sac and edge condition



## Maintenance comments

- ▣ Play equipment is original – modified over time for safety
- ▣ Set-back from neighboring residence
- ▣ Teenagers often use
- ▣ Older neighborhood
- ▣ Good time for new play equipment
- ▣ Turf area is weedy – fertilizer and spray free for 5-6 years
- ▣ West turf edge is awkward for use and maintenance

## **ACTION ITEM 6b**

### ATTACHMENT F

**From:** [Lisa Bender](#)  
**To:** [Denise Johns](#)  
**Subject:** Fischer Park playground  
**Date:** Tuesday, March 22, 2016 2:04:07 PM

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Hi Denise---I received a letter in the mail at home regarding the neighborhood meeting on Wednesday March 23<sup>rd</sup> for input/ ideas to update the Fischer Park play structure in the future. Unfortunately I have another appointment at the same time and won't be able to attend the meeting, but I did want to give some input on the park. I have lived in my home for 22 years and my house sits directly across the street from Fischer Park. When we purchased our home we purposely chose this lot so we could watch our kids play directly across the street in a safe environment right from our home. My kids grew up playing in the park and now my grandkids play in the park after school and on the weekends, so we have many years and hours of play time at Fischer and have also talked with many parents over this time period. Obviously the play structure is in need of replacement as it is so outdated and almost anything new and bright will be an improvement. I know that because of the lot size there is size restrictions and limits of what can be offered in this amount of space, but I just wanted to let you know what seems to be most important by the those that play or visit. Even though this park is deemed a "tot lot" the kids that use it the most are ages 5 to 9. These kids are usually neighbor kids from Madrona, but also kids from other neighborhoods that are close by. They are just old enough to come to the park (usually with a friend or two) on foot, scooter or bike without their parents, and have a little independence without going too far away from home. This age group of kids are always on the swings—non-stop, so it is really important that the swings stay in the park and at a minimum of two-- as they fight over who gets on next if there are more than two kids in the park at any given time. This age group also likes the grass for playing ball, tag, cartwheels, and just laying down a blanket to talk. The younger kids that use the park love anything to climb on and up, and of course the slide (two slides would be great). One picnic table seems to be plenty as most people like to sit on the grass even when the table is open for use. The two biggest complaints I have heard through- out the years is the lack of benches for parents around the play area and most important—some sort of shade. On sunny days the parents and kids are always looking for sun relief and often dig down in the chips under the play structure to get some shade from the slide. Anything new to this park is greatly appreciate by all and it will be fun to see this park updated and full of kids again in the future. Hope some of these suggestions help and if there is anything I can do or watch for in the park, please let me know.

Thanks again,  
Lisa Bender-Public Works Shop  
[bender@snohomishwa.gov](mailto:bender@snohomishwa.gov)  
360-568-7070 ext 221

## **ACTION ITEM 6b**

**From:** [M.Sursely](#)  
**To:** [Denise Johns](#)  
**Subject:** Re: Fischer Pocket Park - thank you!  
**Date:** Monday, March 28, 2016 9:42:55 PM

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This is amazing! I wasn't expecting to hear back for 6 weeks. I'm very thankful to be apart of this. It means a lot to me. And I wish I had ideas. But this is very new territory for me. I've reached out to my local friends and they are all excited to know how we can help. We love to take our children to all the parks here. But mine specifically has been special as its so close to my home, we tend to let the kids play there. And have easy access to my bathroom and water. Well, thanks again for updating me. I appreciate it so much!!!!

Megan Sursely

On Mar 28, 2016, at 8:36 AM, Denise Johns <[johns@SnohomishWA.gov](mailto:johns@SnohomishWA.gov)> wrote:

Hi Megan,

We just wanted to thank you so much for attending the Board meeting last week. The information you provided us is hugely valuable in planning improvements at the park. FYI, we are researching grant opportunities while we prepare for our meeting with the neighbors. It is always preferable to hold a neighborhood forum at the site; so early-mid May is our target date to present some ideas in response to what we heard. Thank you again and we will keep you posted.! Please contact me with any ideas or questions.

Denise

Denise Johns

Project Manager

City of Snohomish

116 Union Avenue

Snohomish, WA 98290-2943

Direct: (360) 282-3195

Reception: (360) 568-3115

[www.snohomishwa.gov](http://www.snohomishwa.gov)

**CONSENT ITEM 7a****Schedule of Checks****for the Checks Issued Since the April 5, 2016 Meeting**

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
<b>AAA Champion LLC</b>					
	58491	88	4/12/16	janitorial service-April	\$1,852.93
				Check Total	<b>\$1,852.93</b>
<b>AAF International</b>					
	58492	90988059	4/12/16	Furnace Filters	\$1,405.23
				Check Total	<b>\$1,405.23</b>
<b>Allied Waste of Lynnwood</b>					
	58493	March 2016	4/12/16	Recycling Services March 2016	\$46,948.92
	58493	March 2016	4/12/16	Solid Waste Services March 2016	\$104,177.98
	58493	March 2016	4/12/16	Solid Waste Tax March 2016	\$-561.62
				Check Total	<b>\$150,565.28</b>
<b>American Public Works Association</b>					
	58494	642465	4/12/16	APWA Annual Dues - Steve Schuller	\$209.00
				Check Total	<b>\$209.00</b>
<b>Washington Tractor</b>					
	58495	945629	4/12/16	Water Tank for Street Saw	\$255.89
				Check Total	<b>\$255.89</b>
<b>BHC Consultants</b>					
	58496	0007559	4/12/16	WWTP Upgrades 13-48	\$9,720.82
				Check Total	<b>\$9,720.82</b>
<b>Bills Blueprint Inc.</b>					
	58497	527428	4/12/16	WWTP ATS Spec Books	\$96.95
	58497	527366	4/12/16	WWTP ATS Plansets	\$64.68
				Check Total	<b>\$161.63</b>
<b>CDW G</b>					
	58498	CMN0940	4/12/16	Replacement Monitors	\$471.98
				Check Total	<b>\$471.98</b>
<b>Chemsearch</b>					
	58499	2253854	4/12/16	drain cobra program	\$141.44
				Check Total	<b>\$141.44</b>
<b>City of Everett</b>					
	58500	I16000581	4/12/16	Animal Shelter Fees Feb 2016	\$185.00
				Check Total	<b>\$185.00</b>
<b>City of Everett Environmental Lab</b>					
	58501	I16000594	4/12/16	Coliform Samples	\$232.20
	58501	I16000596	4/12/16	Lab Analysis	\$463.50
	58501	I16000595	4/12/16	Stormwater Samples	\$162.00
				Check Total	<b>\$857.70</b>
<b>Comcast</b>					
	58502	475077-4/16	4/12/16	Skate Park Video	\$101.85
				Check Total	<b>\$101.85</b>
<b>EJ USA, Inc</b>					
	58503	3917472	4/12/16	Storm Lid	\$134.55
				Check Total	<b>\$134.55</b>
<b>Express Personnel Services</b>					
	58504	17033798-4	4/12/16	Clerical Services	\$247.50
				Check Total	<b>\$247.50</b>
<b>Fox River Graphics, LLC</b>					
	58505	FRG14240	4/12/16	City Hall Conference Room TV	\$3,240.55
				Check Total	<b>\$3,240.55</b>
<b>Frontier</b>					
	58506	227125-3/16	4/12/16	CSO Alarm Dialer	\$57.72
	58506	413125-3/16	4/12/16	WWTP DSL	\$79.99
				Check Total	<b>\$137.71</b>

**CONSENT ITEM 7a****Schedule of Checks****for the Checks Issued Since the April 5, 2016 Meeting**

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
<b>Girard Resources &amp; Recycling, LLC</b>					
	58507	32815	4/12/16	Bark	\$28.24
	58507	33036	4/12/16	Carnegie Alley Maint	\$60.00
	58507	33037	4/12/16	Union Ave Alley Maint	\$180.00
				Check Total	<b>\$268.24</b>
<b>Granite Construction Supply</b>					
	58508	262_00062626	4/12/16	Traffic Signs, Steel Posts	\$2,007.36
	58508	262_00062556	4/12/16	Signs for Bickford Ave Traffic Lights	\$241.25
				Check Total	<b>\$2,248.61</b>
<b>Granich Engineered Prod Inc</b>					
	58509	GI-0300312	4/12/16	CSO LS Wear Plate	\$1,958.98
				Check Total	<b>\$1,958.98</b>
<b>Grainger Inc.</b>					
	58510	9033557217	4/12/16	Hard Hats	\$105.49
				Check Total	<b>\$105.49</b>
<b>H.B. Jaeger</b>					
	58511	170558/1	4/12/16	Misc Brass	\$153.64
	58511	170559/1	4/12/16	Pipe Cutting and Street Saw Blades	\$1,485.12
	58511	170643/1	4/12/16	Street Cut Saw Blades	\$163.20
	58511	170794/1	4/12/16	PVC Fitting	\$16.99
	58511	170795/1	4/12/16	Mortar	\$144.60
	58511	171023/1	4/12/16	pvc pipe	\$41.78
	58511	171022/1	4/12/16	plastic flange rainbow	\$36.27
	58511	170334/1	4/12/16	post	\$198.40
	58511	170333/1	4/12/16	concrete risers	\$129.82
				Check Total	<b>\$2,369.82</b>
<b>H. D. Fowler Company</b>					
	58512	I4168543	4/12/16	Repair clamps	\$1,176.45
	58512	I4168542	4/12/16	Misc brass	\$214.81
				Check Total	<b>\$1,391.26</b>
<b>Home Depot - Parks</b>					
	58513	0013413	4/12/16	Carnegie Alley Lights Materials	\$132.87
				Check Total	<b>\$132.87</b>
<b>Home Depot - Streets</b>					
	58514	5012790	4/12/16	Concrete for sign posts	\$42.65
	58514	4561010	4/12/16	Tools for EP-224	\$27.12
	58514	4570609	4/12/16	Concrete for sign posts	\$53.31
				Check Total	<b>\$123.08</b>
<b>Home Depot - Storm</b>					
	58515	4012971	4/12/16	Mortar	\$65.18
	58515	4585361	4/12/16	LS Plumbing Parts	\$14.15
	58515	0043055	4/12/16	Belt Clip Phone Case	\$14.11
	58515	4183413	4/12/16	Signage Caps	\$8.27
	58515	2083970	4/12/16	Safety Glasses	\$61.61
				Check Total	<b>\$163.32</b>
<b>HD Supply Waterworks LTD</b>					
	58516	F283318	4/12/16	Meter Replacement Program	\$1,845.69
	58516	F284114	4/12/16	Meters	\$3,818.88
	58516	F285519	4/12/16	Radio antennas	\$141.98
				Check Total	<b>\$5,806.55</b>
<b>Home Depot Waste Water Treatment</b>					
	58517	6012689	4/12/16	Mortar	\$43.45
	58517	8013757	4/12/16	Anchors	\$19.48
	58517	5012788	4/12/16	Springs, Shop Towels	\$14.08
				Check Total	<b>\$77.01</b>
<b>IER Environmental Services, Inc</b>					

**CONSENT ITEM 7a****Schedule of Checks****for the Checks Issued Since the April 5, 2016 Meeting**

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
	58518	2016-5065	4/12/16	Polymer	\$1,399.04
				Check Total	<b>\$1,399.04</b>
<b>Integra Telecom</b>					
	58519	13756577	4/12/16	Water Treatment Plant Phones	\$173.54
	58519	13756618	4/12/16	Waste Water Treatment Plant Phone	\$186.36
	58519	13756807	4/12/16	Water Department Share Shop Phones	\$51.70
	58519	13756807	4/12/16	Street Dept. Share Shop Phone	\$51.72
	58519	13756807	4/12/16	Parks Share Shop Phones	\$25.84
	58519	13756807	4/12/16	Fleet & Facilities Share Shop Phone	\$77.53
	58519	13756807	4/12/16	Collections Share Shop Phone	\$51.72
	58519	13756807	4/12/16	Storm Share Shop Phone	\$51.72
	58519	13756996	4/12/16	City Hall Digital Phone	\$67.24
				Check Total	<b>\$737.37</b>
<b>Jones Chemicals Inc</b>					
	58520	684515	4/12/16	Cl2 and SO2	\$1,290.48
	58520	684624	4/12/16	Cylinder Return Credit	\$-300.00
				Check Total	<b>\$990.48</b>
<b>Journal of Commerce</b>					
	58521	3311492	4/12/16	WWTP ATS Replacement Project Ad	\$351.00
				Check Total	<b>\$351.00</b>
<b>Karen Allen</b>					
	58522	33116	4/12/16	Meals and Mileage Reimbursement	\$288.18
				Check Total	<b>\$288.18</b>
<b>Laura Clarke</b>					
	58523	033116	4/12/16	mileage reimbursement	\$12.85
				Check Total	<b>\$12.85</b>
<b>Lewis Marketing</b>					
	58524	L73668	4/12/16	Off site hydrant use	\$3,414.95
				Check Total	<b>\$3,414.95</b>
<b>McDaniel Do It Center - Parks</b>					
	58525	470254	4/12/16	First Street Restrooms Supplies	\$27.12
	58525	470265	4/12/16	First Street Restrooms Supplies	\$91.37
	58525	470696	4/12/16	PD Toilet Repair	\$13.08
	58525	470707	4/12/16	Ludwig House Supplies	\$26.30
	58525	470399	4/12/16	Carnegie Supplies	\$30.41
	58525	470341	4/12/16	City Hall Supplies	\$30.96
				Check Total	<b>\$219.24</b>
<b>McDaniel Do It Center - Storm</b>					
	58526	470324	4/12/16	LS Plumbing Parts	\$8.46
	58526	470149	4/12/16	Clarks Pond Eng Plumbing	\$30.17
	58526	470489	4/12/16	LS Plumbing Parts	\$12.57
				Check Total	<b>\$51.20</b>
<b>McDaniel Do It Center- Streets</b>					
	58527	470206	4/12/16	Nuts & Bolts for sign maintenance	\$6.26
	58527	470243	4/12/16	First Street Lighting	\$13.05
	58527	470767	4/12/16	Bolts for barricades	\$43.18
	58527	470388	4/12/16	support rod	\$32.63
	58527	470323	4/12/16	barricade repair	\$2.28
	58527	470257	4/12/16	replenish electrical box	\$7.79
				Check Total	<b>\$105.19</b>
<b>McDaniel Do It Center - Water</b>					
	58528	470852	4/12/16	misc brass	\$4.68
				Check Total	<b>\$4.68</b>

McDaniel's Do It Center Wastewater

**CONSENT ITEM 7a****Schedule of Checks****for the Checks Issued Since the April 5, 2016 Meeting**

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
	58529	470413	4/12/16	Distilled Water	\$97.27
				Check Total	<b>\$97.27</b>
<b>Norton Arnold &amp; Company</b>					
	58530	29702	4/12/16	Open Government Committee Facilitation	\$1,755.00
				Check Total	<b>\$1,755.00</b>
<b>North Sound Hose &amp; Fitting Inc</b>					
	58531	72289	4/12/16	SFF Valves	\$1,275.85
				Check Total	<b>\$1,275.85</b>
<b>Northwest Cascade Inc</b>					
	58532	2-1606755	4/12/16	sani can rental-water res	\$91.50
				Check Total	<b>\$91.50</b>
<b>Platt Electric Supply</b>					
	58533	J050796	4/12/16	cordless drills	\$607.66
	58533	J078834	4/12/16	light bulbs	\$699.14
	58533	J066031	4/12/16	lights in alley at Carnegie	\$153.98
	58533	J074581	4/12/16	lights for First St	\$116.52
				Check Total	<b>\$1,577.30</b>
<b>Snohomish County Department of Public Works</b>					
	58534	I000407125	4/12/16	Street Light Repair	\$82.61
	58534	I000407125	4/12/16	Signal Maintenance	\$795.25
	58534	I000407125	4/12/16	13th St ped signal repair	\$7,441.22
	58534	I000407125	4/12/16	Street Sweeping	\$1,513.36
	58534	I000407125	4/12/16	Street Sweeping	\$1,513.36
	58534	I000407125	4/12/16	Locate for collects 2nd & Maple	\$40.29
				Check Total	<b>\$11,386.09</b>
<b>Snohomish County Pud #1</b>					
	58535	144098181	4/12/16	#1000575906, 400 Rainbow, L/S	\$60.31
	58535	150677508	4/12/16	#1000528484, 2330 Baird, Clarks Pond L/S	\$79.43
	58535	111085061	4/12/16	#1000515696, 1627 Terrace, N Zone Tank	\$14.45
	58535	144095326	4/12/16	#1000381307, 2014 Terrace, Telemetry	\$17.98
	58535	137470103	4/12/16	#1000141397, 2015 2nd, South Meter	\$3,237.20
	58535	117717982	4/12/16	#1000417350, 1930 Stone Ridge, L/S	\$54.65
	58535	111090527	4/12/16	#1000368128, 700 Ave D, Street Lighting	\$35.49
	58535	153936928	4/12/16	#1000531660, 9101 56th, 30th St Signal	\$164.19
	58535	160332257	4/12/16	Various Locations, Street Lighting	\$262.54
	58535	160329751	4/12/16	#1000578758, 1501 Ave D, Street Lighting	\$108.43
	58535	150684033	4/12/16	Various Locations, Street Lighting	\$99.09
	58535	124346493	4/12/16	#1000504619, 434 Ave D, 5th st traffic	\$66.26
	58535	160332255	4/12/16	Various Locations, Street Lighting	\$3,850.11
	58535	157127707	4/12/16	Various Locations, Street Lighting	\$984.27
	58535	150684701	4/12/16	Various Locations, Street Lighting	\$41.59
	58535	150679698	4/12/16	#1000370579, 1301 Ave D, Street Lighting	\$19.73
	58535	130971998	4/12/16	#1000380098, 1109 13th, Street Lighting	\$27.74
	58535	150684016	4/12/16	#1000483278, 1001 Ave D, Traffic Signal	\$69.25
	58535	117719308	4/12/16	1330 Ferguson Pk Rd, Street Lighting	\$8.02
	58535	124358336	4/12/16	Various Locations, Street Lighting	\$50.90
	58535	150684700	4/12/16	Various Locations, Street Lighting	\$11.00
	58535	166813470	4/12/16	Various Locations, Street Lighting	\$30.10
	58535	147392569	4/12/16	#1000463019, 1801 Lakemount, casino	\$227.37
	58535	160330288	4/12/16	#1000275828, 1110 Ferguson, Ferguson	\$86.09
	58535	160327785	4/12/16	#1000272824, 24022 24th, City House	\$273.38
	58535	111088542	4/12/16	#1000320746, 2504 Menzel, Water Plant	\$3,434.72
	58535	100216036	4/12/16	#1000385243, 1329 Bonneville, L/S	\$153.20
	58535	130966420	4/12/16	#1000508263, 24021 24th, Intake Site Pwr	\$16.56
	58535	100214955	4/12/16	#1000230125, 219 13th, S zone res power	\$234.76
				Check Total	<b>\$13,718.81</b>

**CONSENT ITEM 7a****Schedule of Checks****for the Checks Issued Since the April 5, 2016 Meeting**

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
<b>Snohomish County Pud #1</b>					
	58536	1900008804	4/12/16	Emergency Intertie Activation	\$186.93
	58536	1900008801	4/12/16	PUD Intertie	\$1,089.20
				Check Total	<b>\$1,276.13</b>
<b>Snohomish County Sheriff's Office</b>					
	58537	I000406756	4/12/16	Law Enforcement Services March 2016	\$10,854.11
	58537	I000406756	4/12/16	Law Enforcement Services March 2016	\$180,427.53
	58537	I000406756	4/12/16	Law Enforcement Services March 2016	\$33,807.61
				Check Total	<b>\$225,089.25</b>
<b>Snohomish County Sheriff's Office Corrections</b>					
	58538	2016-3047	4/12/16	Inmate Pharmaceutical costs Jan 2016	\$7.81
				Check Total	<b>\$7.81</b>
<b>Shred-It USA, Inc</b>					
	58539	9409948358	4/12/16	document destruction fees March 2016	\$64.41
				Check Total	<b>\$64.41</b>
<b>Six Robblees</b>					
	58540	14-320414	4/12/16	bulbs, angle stop EP127	\$31.34
				Check Total	<b>\$31.34</b>
<b>Smarsh, Inc</b>					
	58541	148639	4/12/16	Archiving Platform - social media	\$100.00
				Check Total	<b>\$100.00</b>
<b>Snohomish Auto Parts</b>					
	58542	446017	4/12/16	filters, blades, oil EP13	\$114.40
	58542	446018	4/12/16	filter EP13	\$17.75
	58542	442954	4/12/16	alternator EP123	\$209.40
	58542	446464	4/12/16	wiper blades	\$39.15
	58542	443925	4/12/16	filters, blades EP109	\$75.00
	58542	445068	4/12/16	filter return	\$-14.31
	58542	441280	4/12/16	switch	\$16.47
	58542	444736	4/12/16	oil EP109	\$55.10
	58542	446575	4/12/16	fluid EP13	\$5.06
				Check Total	<b>\$518.02</b>
<b>Snohomish Co-Op</b>					
	58543	261267	4/12/16	unleaded EP109	\$88.53
	58543	K61321	4/12/16	diesel EP100	\$99.62
				Check Total	<b>\$188.15</b>
<b>Snopac</b>					
	58544	8173	4/12/16	ACCESS Quarterly Assessment	\$429.28
	58544	8155	4/12/16	Dispatch Services	\$11,723.71
				Check Total	<b>\$12,152.99</b>
<b>Steuber Dist. Co.</b>					
	58545	2816960	4/12/16	Weed Killer	\$130.45
				Check Total	<b>\$130.45</b>
<b>Summit Law Group PLLC</b>					
	58546	77994	4/12/16	Labor Relations Consulting	\$124.00
				Check Total	<b>\$124.00</b>
<b>Sound Publishing</b>					
	58547	EDH688432	4/12/16	WWTP ATS Replacement Project Ad	\$144.48
	58547	EDH689317	4/12/16	Ordinance 2307 Publication	\$30.96
	58547	EDH689320	4/12/16	Ordinance 2290 Publication	\$34.40
	58547	EDH689324	4/12/16	Ordinance 2308 Publication	\$34.40
				Check Total	<b>\$244.24</b>
<b>Traffic Safety Supply Co</b>					

**CONSENT ITEM 7a****Schedule of Checks****for the Checks Issued Since the April 5, 2016 Meeting**

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
	58548	109592	4/12/16	Crosswalk button mount	\$390.82
				Check Total	<b>\$390.82</b>
<b>Tyler Enterprises</b>					
	58549	Mar 2016	4/12/16	Bldg Insp Svcs 3/11/16	\$100.00
				Check Total	<b>\$100.00</b>
<b>Univar USA Inc</b>					
	58550	KT283901	4/12/16	Soda Ash	\$2,700.50
				Check Total	<b>\$2,700.50</b>
<b>Unum Life Insurance</b>					
	58551	220603027-4/16	4/12/16	retiree life insurance - April 2016	\$94.89
				Check Total	<b>\$94.89</b>
<b>Usa Bluebook Inc</b>					
	58552	906582	4/12/16	Lab Equip	\$705.26
				Check Total	<b>\$705.26</b>
<b>US Bank CPS</b>					
	58553	1286259	4/12/16	Car Wash	\$12.00
	58553	50393	4/12/16	Professional Engineer License Andy Sics	\$116.00
	58553	4753022	4/12/16	City Hall Conference Room WIFI	\$901.70
	58553	5847	4/12/16	E-man Data Recovery Laptop Repair	\$70.72
	58553	2757-170268	4/12/16	Hose Connect	\$10.87
	58553	23667	4/12/16	Sides for Carport	\$70.80
	58553	174890269	4/12/16	Hotel for WOW Conference - Karen Allen	\$444.87
	58553	099797	4/12/16	Backhoe Carport	\$1,401.90
	58553	032798	4/12/16	Backhoe Carport	\$906.00
	58553	38977	4/12/16	Boots - Shaun Murphy	\$200.00
	58553	03317	4/12/16	Boots - Curtis Galde	\$200.00
	58553	physbuse	4/12/16	cdl physical-Buse	\$6.00
	58553	8066649	4/12/16	Wellness Supplies	\$10.87
	58553	7584210	4/12/16	Wellness Supplies	\$34.00
	58553	8980214	4/12/16	Wellness Supplies	\$357.95
	58553	7449049	4/12/16	Receipt Scanner	\$903.02
	58553	9625863	4/12/16	Ext Warranty for Scanners	\$85.54
	58553	0323971-IN	4/12/16	facility flags	\$132.50
	58553	91098528	4/12/16	APWA Conference	\$545.00
	58553	076397	4/12/16	Gas EP12	\$30.00
	58553	0624256	4/12/16	phone clip	\$14.29
	58553	1648236	4/12/16	case file folders 2016-2017	\$560.40
	58553	97	4/12/16	Public Records Request Copying	\$4.35
	58553	93	4/12/16	Public Records Request Copying	\$2.18
	58553	84	4/12/16	Public Records Request Copying	\$7.62
	58553	7011	4/12/16	City Council Photograph Frame	\$68.00
	58553	33845	4/12/16	MAG Lunch and Panelists	\$58.29
	58553	6421009	4/12/16	hotstart heater	\$156.00
	58553	3845017	4/12/16	laminating pouches	\$47.19
	58553	3845017	4/12/16	laminating pouches	\$47.19
	58553	3156209	4/12/16	council phone cases	\$91.36
				Check Total	<b>\$7,496.61</b>
<b>US Mower</b>					
	58554	273319	4/12/16	boom mower skid shoes	\$194.52
				Check Total	<b>\$194.52</b>
<b>U.S. Postmaster</b>					
	58555	032516-033116	4/12/16	City Manager Postage	\$1.46
	58555	032516-033116	4/12/16	Clerk Postage	\$30.96
	58555	032516-033116	4/12/16	Finance Postage	\$14.07

**CONSENT ITEM 7a****Schedule of Checks****for the Checks Issued Since the April 5, 2016 Meeting**

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
	58555	032516-033116	4/12/16	Police Postage	\$3.62
	58555	032516-033116	4/12/16	Planning Postage	\$4.10
	58555	032516-033116	4/12/16	Engineering Postage	\$0.49
	58555	032516-033116	4/12/16	Water Postage	\$150.84
	58555	032516-033116	4/12/16	Sewer Postage	\$151.30
	58555	040116-040716	4/12/16	Council Postage	\$9.84
	58555	040116-040716	4/12/16	Clerk Postage	\$51.38
	58555	040116-040716	4/12/16	Finance Postage	\$39.24
	58555	040116-040716	4/12/16	Police Postage	\$1.46
	58555	040116-040716	4/12/16	Planning Postage	\$15.01
	58555	040116-040716	4/12/16	Parks Postage	\$7.76
	58555	040116-040716	4/12/16	Engineering Postage	\$1.86
	58555	040116-040716	4/12/16	Public Works Postage	\$7.28
	58555	040116-040716	4/12/16	Water Postage	\$9.22
				Check Total	<b>\$499.89</b>
<b>Weed, Graafstra &amp; Associates, Inc. P.S.</b>					
	58556	183	4/12/16	Litigation	\$341.25
	58556	206	4/12/16	Litigation	\$46.25
	58556	206	4/12/16	Litigation	\$714.00
	58556	206	4/12/16	Litigation	\$227.50
	58556	206	4/12/16	Litigation	\$411.25
	58556	206	4/12/16	Litigation	\$262.50
	58556	206	4/12/16	Litigation	\$245.00
	58556	206	4/12/16	Litigation	\$389.00
	58556	206	4/12/16	Litigation	\$9,099.00
				Check Total	<b>\$11,735.75</b>
<b>Whistle Workwear</b>					
	58557	290583	4/12/16	Boots - Koi Simpson	\$200.00
	58557	290580	4/12/16	Boots - Derek Debaradi	\$196.55
	58557	289952	4/12/16	Boots - Kevin Buse	\$200.00
	58557	288802	4/12/16	Boots - Karen Allen	\$98.27
	58557	290582	4/12/16	Rubber Safety Boots - Derek Debaradi	\$98.27
	58557	290579	4/12/16	Pants - Derek Debaradi	\$218.13
	58557	290586	4/12/16	Pants - Koi Simpson	\$211.25
	58557	284753	4/12/16	Safety Vest - Jon Wessel	\$78.61
	58557	286828	4/12/16	boot return	\$-189.66
	58557	289445	4/12/16	uniforms - Miller	\$235.82
	58557	289451	4/12/16	uniforms - Buse	\$229.92
	58557	286709	4/12/16	boots - Morse	\$200.00
	58557	289447	4/12/16	boots - Miller	\$200.00
	58557	285536	4/12/16	rubber boots - Morse	\$127.75
				Check Total	<b>\$2,104.91</b>
<b>Washington State Department of Revenue</b>					
	58558	Q116	4/12/16	Leasehold Tax Return Quarter 1	\$500.76
				Check Total	<b>\$500.76</b>
<b>Washington State Patrol</b>					
	58559	I16006199	4/12/16	Fingerprint background fees Feb 2016	\$103.25
				Check Total	<b>\$103.25</b>
<b>Xerox Corporation</b>					
	58560	084091946	4/12/16	#WTM-003709, 022116-032116	\$31.90
	58560	084091942	4/12/16	#MX4-332344, 022116-032116	\$578.97
	58560	084091944	4/12/16	#XL1-395908, 022116-032116	\$16.73
	58560	084091945	4/12/16	#GNX-212028, 022616-032516	\$37.42
	58560	084091943	4/12/16	#NKA-119437, 122515-032516	\$123.18
	58560	084091940	4/12/16	#GNX-216657, 022616-032516	\$89.86

**CONSENT ITEM 7a**

***Schedule of Checks***

***for the Checks Issued Since the April 5, 2016 Meeting***

<i>Name</i>	<i>Check #</i>	<i>Invoice #</i>	<i>Check Date</i>	<i>Description</i>	<i>Amount</i>
				Check Total	<b>\$878.06</b>
				Batch Total	<b>\$489,242.30</b>
<b>Perasso</b>					
	58561		4/13/16	Refund check	\$33.91
	58561		4/13/16	Refund check	\$1.63
	58561		4/13/16	Refund check	\$30.49
				Check Total	<b>\$66.03</b>
<b>Stewart</b>					
	58562		4/13/16	Refund check	\$1,124.94
				Check Total	<b>\$1,124.94</b>
<b>Select Homes, Inc.</b>					
	58563		4/13/16	Refund check	\$66.50
				Check Total	<b>\$66.50</b>
<b>Select Homes, Inc.</b>					
	58564		4/13/16	Refund check	\$88.14
				Check Total	<b>\$88.14</b>
<b>Select Homes, Inc.</b>					
	58565		4/13/16	Refund check	\$74.61
				Check Total	<b>\$74.61</b>
<b>RM Homes, LLC</b>					
	58566		4/13/16	Refund check	\$3.50
	58566		4/13/16	Refund check	\$37.98
	58566		4/13/16	Refund check	\$65.58
				Check Total	<b>\$107.06</b>
				Batch Total	<b>\$1,527.28</b>
				Total All Batches	<b>\$490,769.58</b>

I hereby certify that the goods and services charged on the vouchers listed below have been furnished to the best of my knowledge. I further certify that the claims below to be valid and correct.

\_\_\_\_\_  
City Treasurer

WE, the undersigned council members of the City of Snohomish, Washington, do hereby certify that the claim warrants #58491 through #58566 in the total of \$490,769.58 through April 13, 2016 are approved for payment on April 19, 2016.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

**CONSENT ITEM 7b**

**Date:** April 19, 2016  
**To:** City Council  
**From:** Steve Schuller, Deputy City Manager and Public Works Director  
**Subject:** **ADOPT Resolution 1342 Adopting the Snohomish County Comprehensive Emergency Management Plan (CEMP) and the City of Snohomish CEMP Annex**

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At the April 5 meeting, the City Council discussed three items related to emergency Management:

1. **“Cascadia Rising” Exercise:** The City is preparing to participate in the “Cascadia Rising” Earthquake exercise on Wednesday, June 8, 2016. The Cascadia Subduction Zone (CSZ) earthquake and tsunami is one of the most complex disaster scenarios that emergency management and public safety officials face in the Pacific Northwest.
2. **Education (“Three to Seven Days of Basic Supplies”):** The City plans to use the press associated with the “Cascadia Rising” Exercise to inform our citizens and businesses on what they need to do at their homes, in their vehicles and for their workplace to be prepared when a major emergency happens.
3. **The Plan:** The purpose of the Comprehensive Emergency Management Plan (CEMP) is to provide the framework for disaster preparedness, mitigation, response and recovery activities as a result of man-made and natural hazard disasters and emergencies that the City of Snohomish may face. Every municipality in Washington State is mandated to have a comprehensive emergency management plan or be part of an emergency management program that complies with RCW 38.52 and 118-30 WAC.

Resolution 1342 provides needed updates and adopts by reference the Snohomish County Comprehensive Emergency Management Plan (SC-CEMP) and the City of Snohomish Comprehensive Emergency Management Plan Annex (SNO-CEMP).

**STRATEGIC PLAN REFERENCE:** Not Applicable

**RECOMMENDATION:** That the City Council **ADOPT Resolution 1342 Adopting the Snohomish County Comprehensive Emergency Management Plan (CEMP) and the City of Snohomish CEMP Annex**

**ATTACHMENT:** Resolution 1342

**REFERENCE DOCUMENT:** City of Snohomish Comprehensive Emergency Management Plan Annex (SNO-CEMP) <http://www.snohomishwa.gov/DocumentCenter/View/2756>

**CONSENT ITEM 7b**

**CITY OF SNOHOMISH  
Snohomish, Washington**

**RESOLUTION 1342**

**A RESOLUTION OF THE CITY OF SNOHOMISH ADOPTING THE  
SNOHOMISH COUNTY COMPREHENSIVE EMERGENCY  
MANAGEMENT PLAN (SC-CEMP) AND CITY OF SNOHOMISH  
COMPREHENSIVE EMERGENCY MANAGEMENT PLAN ANNEX  
(SNO-CEMP)**

**WHEREAS**, all citizens and property within Snohomish County and the City of Snohomish are at risk to a wide range of natural, technological, and man-caused hazards; and

**WHEREAS**, the Revised Code of Washington RCW 38.52.070 and the Washington Administrative Code WAC 118-30-060 require that all political subdivisions in the State have a plan and program for emergency management; and

**WHEREAS**, when an unfortunate emergency event occurs; local, county, state, and federal response agencies must be prepared to respond in a well-coordinated manner by developing and using an Incident Command System (ICS) in accordance with the National Incident Management System (NIMS) to protect the public and the natural resources and minimize property damage within the community; and

**WHEREAS**, the Snohomish County Comprehensive Emergency Management Plan (SC-CEMP) establishes an all-hazards approach to enhance the ability to manage emergencies and disasters. Its purpose is to save lives; protect public health, safety, property, the economy, and the environment; and foster a return to a normal way of life; and

**WHEREAS**, the City of Snohomish Annex to the Snohomish County Comprehensive Emergency Management Plan (SNO-CEMP) is needed to coordinate the response of emergency personnel and supporting services of all City of Snohomish agencies in the event of an emergency or disaster and during the aftermath thereof.

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

A. The Snohomish City Council Hereby Adopts The Following Measures:

1. The Snohomish City Council Hereby Repeals Resolution 1273 adopting the 2011 version of the City of Snohomish Comprehensive Emergency Management Plan for the reason that it is replaced by this Resolution and the Plan referenced in paragraph 2 below;
2. The City of Snohomish hereby adopts by reference the current edition of the Snohomish County Comprehensive Emergency Management Plan (SC-CEMP) dated January 21, 2014 as adopted by the Snohomish County Council including amendments and updates;

**CONSENT ITEM 7b**

- 3. The City of Snohomish hereby adopts the City of Snohomish Comprehensive Emergency Management Plan Annex and Appendices (SNO-CEMP) dated December 7, 2015;
  - 4. A copy of said documents shall be available for review and inspection at the Office of the Snohomish City Clerk.
- B. It is the purpose of this Resolution to provide for health, welfare and safety of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Resolution.
- C. Nothing contained in this Resolution is intended to be, nor shall be construed to create or form the basis for, any liability on the part of the City or its officers, agents and employees for any injury or damage resulting from the failure to comply with the provisions of this Resolution or be a reason or a consequence of any inspection, notice or order, in connection with the implementation or enforcement of this Resolution, or by reason of any action of the City related in any manner to enforcement of this Resolution by its officers, agents or employees.

**PASSED** by the City Council and **APPROVED** by the Mayor this 19<sup>th</sup> day of April, 2016.

CITY OF SNOHOMISH

By \_\_\_\_\_  
Karen Guzak, Mayor

Attest:

Approved as to form:

By \_\_\_\_\_  
Pat Adams, City Clerk

By \_\_\_\_\_  
Grant K. Weed, City Attorney

**CONSENT ITEM 7b**

## **CONSENT ITEM 7c**

**Date:** April 19, 2016  
**To:** City Council  
**From:** Sharon Pettit, Building/Fire Official  
**Subject:** **2015 Edition of the Snohomish County Hazard Mitigation Plan and City of Snohomish Jurisdictional Annex – Resolution 1343**

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This agenda item provides for the adoption of the 2015 Snohomish County Hazard Mitigation Plan and City of Snohomish Jurisdictional Annex under Resolution 1343 as directed by the City Council on April 5, 2016. In order for the City to be eligible for hazard mitigation grant funding under the federal Disaster Mitigation Act of 2000 (Public Law 106-390) and 44 CFR Part 201.

The final draft of the 2015 Snohomish County Hazard Mitigation Plan and City of Snohomish Jurisdiction Annex proposed under Resolution 1343, was provided to City Council as a discussion item on the April 6, 2015 City Council agenda. During City Council discussion, Mayor Guzak solicited public comment. The City Council did not receive any public comments specific to the Plan. Staff was then directed to prepare Resolution 1343 for formal adoption by the City Council on April 19, 2016, and is the purpose of this agenda item.

For informational purposes, the 2015 Snohomish County Hazard Mitigation Plan is comprised of two volumes encompassing over seven hundred pages. Volume 1 includes all the required elements of 44 CFR Section 201.6 that apply to the entire planning area. This includes the description of the planning process, public involvement strategy, goals and objectives, countywide hazard risk assessment, countywide mitigation initiatives, and a plan maintenance strategy. Volume 2 includes all jurisdictions and tribal-specific elements (“annexes”) and appendices required by 44 CFR Section 201.6, including Annex E, Internal Planning Process Documentation, which is referenced in draft Resolution 1343. The City of Snohomish Annex is located in Volume 2. Volume 2 also includes a description of the participation requirements for planning partners. These requirements are established by FEMA under 44 CFR. Volume 2 also includes instructions and templates for the partners to use to complete their respective annexes. The City’s Annex together with portions of the County’s Hazard Mitigation Plan constitutes the City’s Hazard Mitigation Plan.

Updated Plan Elements provided for City Council consideration on April 5, 2016 include:

### County Plan.

Due to the comprehensive update of the plan in 2010, no major changes were made to the County plan’s format and function in the 2015 update. The plan has been enhanced using recently updated data and technology, especially in the risk assessment portion of this update. A summary of changes from the 2010 Plan may be found in the Plan Changes Crosswalk, provided as Attachment C.

City Annex. The following updates are incorporated in the proposed City Annex.

## **CONSENT ITEM 7c**

- Revised population and city area figures (Section 17.2, Jurisdiction Profile).
- Documentation of properties subject to repetitive loss (Section 17.3 Jurisdiction Specific Natural Hazard Event History). These include the Pilchuck Park play equipment, for which the City received \$32,500 in 2009 to relocate the equipment; and the Riverfront Trail, for which previous mitigation proposals have been denied by FEMA due to the absence of references to waterfront slopes in the current adopted Plan. These slopes are addressed in Table 17-7, as noted below.
- Information on federally-declared disasters since 2010 for which the City received assistance (Table 17-1, Natural Hazard Events).
- Substitution of a numerical ranking (1-3) for the prior more strictly qualitative ranking (high, medium, low, none) for impacts to people, property, and City operations (Table 17-2, Hazard Risk Ranking). The numerical rankings are used to derive a total Risk Rating Score. A risk description is also provided, as now required by FEMA.
- Information on applicable regulatory changes that have occurred since 2010 (Table 17-3, Legal and Regulatory Capability).
- More detailed information on the Agency/Department/Position of staff resources, as now required by FEMA (Table 17-4, Administrative and Technical Capability).
- Added Storm Ready Community designation per Snohomish County’s partnership with the National Weather Service (Table 17-6 Community Classification). This designation provides the City with National Weather Service bulletins.
- “Waterfront slopes” listed for mitigation project funding eligibility (Table 17-7, Hazard Mitigation Action Plan Matrix).
- Climate Change as a hazard type, together with initiatives to address mitigation of the hazard (Table 17-9 Analysis of Mitigation Initiatives).
- Updated hazard maps based on best available science and new data.

**STRATEGIC PLAN REFERENCE:** The proposed Hazard Mitigation Plan does not specifically further any of the Initiatives.

**RECOMMENDATION:** That the City Council **ADOPT Resolution 1343 updating the Snohomish County Hazard Mitigation and City of Snohomish Jurisdictional Annex to the 2015 edition.**

### **ATTACHMENTS:**

- A. Resolution 1343
- B. City of Snohomish Annex
- C. Table 2-1 Plan Changes Crosswalk

**REFERENCE DOCUMENT:** 2010 and 2015 Snohomish County Hazard Mitigation Plan (Snohomish County website at <http://www.snohomishcountywa.gov/2429/Hazard-Mitigation-Plan>)

ATTACHMENT A

**CITY OF SNOHOMISH  
Snohomish, Washington**

**RESOLUTION 1343**

**A RESOLUTION OF THE CITY OF SNOHOMISH, WASHINGTON,  
ADOPTING PORTIONS OF THE UPDATED 2015 EDITION OF THE  
SNOHOMISH COUNTY HAZARD MITIGATION PLAN AND CITY OF  
SNOHOMISH JURISDICTIONAL ANNEX**

**WHEREAS**, all of Snohomish County has exposure to natural hazards that increase the risk to life, property, environment, and the County's economy; and

**WHEREAS**, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

**WHEREAS**, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post-disaster hazard mitigation programs; and

**WHEREAS**, a coalition of Snohomish County, Cities and Special Purpose Districts with like planning objectives has been formed to pool resources and create consistent mitigation strategies within the county; and

**WHEREAS**, the 2010 edition of the Snohomish County Hazard Mitigation Plan has been updated, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating, and revising this strategy; and

**WHEREAS**, the coalition has completed a planning process that reviewed and/or revised the risk assessment, goals and objectives, action plan, and reengaged the public; and

**WHEREAS**, FEMA has completed pre-adoption review of the revised Snohomish County Hazard Mitigation Plan pursuant to 44 CFR Part 201, and City Council adoption must occur for the City of Snohomish to have a FEMA approved Hazard Mitigation Plan; and

**WHEREAS**, it has been found that the proposed Plan is consistent with the City of Snohomish Comprehensive Plan, and other State, Federal, and local regulations;

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

A. The Snohomish City Council hereby Adopts the Following Measures:

1. Resolution 1261 adopting the 2010 edition of the Snohomish County Hazard Mitigation Plan is hereby REPEALED for the reason that it is replaced by this Resolution and the 2015 Plan referenced in paragraph 2 below.

**CONSENT ITEM 7c**

2. The City of Snohomish hereby adopts the 2015 edition of the Snohomish County Hazard Mitigation Plan (SC HMP) Volume 1 in its entirety and adopts the following portions of Volume 2: Part 1; the City of Snohomish jurisdictional annex in Part 2; and all Volume 2 appendices and Appendix E. A copy of said documents shall be available for review and inspection at the Office of the City Clerk.
3. The City of Snohomish will use the adopted portions of the SC HMP to guide pre- and post-disaster mitigation of the hazards identified.
4. The City of Snohomish will coordinate the strategies identified in the SC HMP with other planning programs and mechanisms under its jurisdictional authority.
5. The City of Snohomish will continue its support of the Planning Coalition and continue to participate in the Coalition Partnership as described by the SC HMP.
6. The City of Snohomish will help to promote and support the mitigation successes of all SC HMP Planning Partners.

B. It is the purpose of this Resolution to provide for the health, welfare and safety of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Resolution. No provision or term used in this Resolution is intended to impose any duty whatsoever upon the City or any of its officers, agents or employees for whom the implementation or enforcement of this Resolution shall be discretionary and not mandatory.

C. Nothing contained in this Resolution is intended to be, nor shall be construed to create or form the basis for, any liability on the part of the City or its officers, agents and employees for any injury or damage resulting from the failure to comply with the provisions of this Resolution or be a reason or a consequence of any inspection, notice or order, in connection with the implementation or enforcement of this Resolution, or by reason of any action of the City related in any manner to enforcement of this Resolution by its officers, agents or employees.

**ADOPTED** by the City Council and **APPROVED** by the Mayor this 19<sup>th</sup> day of April 2016.

CITY OF SNOHOMISH

By \_\_\_\_\_  
Karen Guzak, Mayor

ATTEST:

APPROVED AS TO FORM:

By \_\_\_\_\_  
Pat Adams, City Clerk

By \_\_\_\_\_  
Grant K. Weed, City Attorney

ATTACHMENT B

**17 CITY OF SNOHOMISH ANNEX**

**17.1 HAZARD MITIGATION PLAN POINT OF CONTACT**

**Primary Point of Contact**

Sharon Pettit, Building/Fire Official  
116 Union Avenue  
Snohomish, WA 98290  
Telephone: 360-282-3158  
e-mail Address: pettit@snohomishwa.gov

**Alternate Point of Contact**

Andrew Sics, Project Engineer  
116 Union Avenue  
Snohomish, WA 98290  
Telephone: 360-282-3174  
e-mail Address: sics@snohomishwa.gov

**17.2 JURISDICTION PROFILE**

The following is a summary of key information about the jurisdiction and its history:

- **Date of Incorporation**—1890
- **Current Population**—9,272 as of June 1, 2014
- **Population Growth**—Based on the Snohomish County Tomorrow 2002 Growth Monitoring Report, Snohomish experienced a 1.9 percent average annual increase in population. Revised projections pursuant Snohomish County Tomorrow and the 2015 City Comprehensive Plan Update estimate Snohomish’s population will increase to 14,494 including the UGA by 2035.
- **Location and Description**—The City of Snohomish is located in the western portion of Snohomish County, just east of Everett. The City of Snohomish encompasses 3.6 square miles, 3.44 square miles of land area and 0.16 square miles of water. The Pilchuck and Snohomish rivers border the City’s eastern and southern boundaries. State Highways 2 borders the City’s northern and eastern boundaries, and State Highway 9 crosses over and borders the western boundary. Most of the access points into the City, including State Highways 2 and 9, are dependent on bridges and/or overpasses. The City and the immediate area is primarily suburban and rural residential with supporting retail, light industrial, and commercial enterprises.
- **Brief History**—Prior to incorporation in 1890, Snohomish was founded in roughly 1858 and was the county seat until roughly 1897. Farming and timber production dominated land use activities in the early years and, as logging subsided, dairy and truck farming claimed the valley floors and sustained the early town’s economic base. The regional flooding in the winter of 1921 illustrated the problems created by the city’s location in the floodplains, and flood control measures were funded in the 1950s. In 1975, the worst flood in Snohomish history occurred; over 300 homes were damaged and several thousand head of cattle and other livestock died. Although flood events continue to be problematic given the City’s location to the Snohomish and Pilchuck rivers, Snohomish has continued to grow and reinvigorate their business districts and preserve historic

charm. Although infill lots have been almost completely built-out, annexations have brought increased residential development and commercial development along the Bickford Corridor.

- **Climate**—Generally the City has a moderate year-round climate, with average temperatures ranging from about 75°F in July to about 33°F in January; annual precipitation in the City is around 35 inches.
- **Governing Body Format**—The City has a council–manager form of government, with seven elected council members, one of whom serves as mayor. The City Manager oversees day-to-day operation, which includes administrative services, planning and development, engineering services, police, and public works.
- **Development Trends**—Primary development trend has been single and multifamily residential development, although commercial land is available for development. The City continues to receive annexation petitions within the UGA. The North Planning area is still under study. The City of Snohomish is compliant with the Washington State Growth Management Act (GMA). The City is currently in the update cycle for the Comprehensive Plan pursuant RCW 36.70A. Future growth and development will be managed as identified in this plan.

#### 17.3 JURISDICTION-SPECIFIC NATURAL HAZARD EVENT HISTORY

Table 17-1 lists all past occurrences of natural hazards within the jurisdiction. Repetitive loss records are as follows:

- Number of FEMA Identified Repetitive Flood Loss Properties: 2
- Number of Repetitive Flood Loss Properties that have been mitigated: 1, Pilchuck Park play equipment relocated.

#### 17.4 HAZARD RISK RANKING

Table 17-2 presents the ranking of the hazards of concern.

#### 17.5 CAPABILITY ASSESSMENT

The assessment of the jurisdiction’s legal and regulatory capabilities is presented in Table 17-3. The assessment of the jurisdiction’s administrative and technical capabilities is presented in Table 17-4. The assessment of the jurisdiction’s fiscal capabilities is presented in Table 17-5. Classifications under various community mitigation programs are presented in Table 17-6.

#### 17.6 HAZARD MITIGATION ACTION PLAN AND EVALUATION OF RECOMMENDED INITIATIVES

Table 17-7 lists the initiatives that make up the jurisdiction’s hazard mitigation plan. Table 17-8 identifies the priority for each initiative. Table 17-9 summarizes the mitigation initiatives by hazard of concern and the six mitigation types.

#### 17.7 STATUS OF PREVIOUS PLAN INITIATIVES

## **CONSENT ITEM 7c**

*City of Snohomish Annex*

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Table 17-10 summarizes the initiatives that were recommended in the previous version of the hazard mitigation plan and their implementation status at the time this update was prepared.

### 17.8 INTERNAL PLANNING PROCESS

The internal planning process is described in Appendix E of this document.

<b>TABLE 17-1. NATURAL HAZARD EVENTS</b>			
Type of Event	FEMA Disaster # (if applicable)	Date	Preliminary Damage Assessment
Severe Storm	4056-DR	1/2012	\$25,388
Flood	1825-DR	12/2008	\$17,888
Flood	1817-DR	1/2009	\$705,816
Flood	N/A	11/2008	\$67,500
Flood	1734-DR	12/2007	\$13,504
Flood	1671-DR	11/2006	\$107,274
Flood	1682-DR	12/2006	\$11,220
Severe Storm	N/A	3/2004	No Estimates Available
Earthquake	1361-DR	3/2001	\$240,800
Severe Storm	1162-DR	12/1997	No Estimates Available
Flood	1100-DR	1/1996	\$19,000
Landslide	1079-DR	12/1995	No Estimates Available
Flood	N/A	12/1975	No Estimates Available

<b>TABLE 17-2. HAZARD RISK RANKING</b>			
Rank	Hazard Type	Risk Rating Score (Probability x Impact)	Description of Risk (Describe the community impacts)
1	Earthquake	54	Snohomish has a significant number of unreinforced masonry buildings in commercial and residential areas. Soils subject to liquefaction have been identified in our historic downtown area, combined with the unreinforced masonry buildings, increases risk. Impacts to critical water and sewer infrastructure may result in loss of service.
1	Flood	54	The Snohomish and Pilchuck Rivers border the City, and are the locations of flood plains. There are flooding impacts to the City's critical water and sewer infrastructure due to location within the flood plain.
1	Severe Storm	54	Severe storms can impact streets, water and sewer infrastructure, and cause flooding, blocked storm drains, and power outages throughout the City.
2	Climate Change	48	Any increase in high winds, excessive heat and rainfall will impact the City's critical water and sewer infrastructure, streets (due to flooding), and increase blockage of storm drains and power outages.
3	Landslide	22	The steep slopes within the City and river banks are prone to, and have a history of, landslides/sloughing.
4	Dam Failure	6	The City is located within an identified inundation area of Culmback Dam.
4	Tsunami	6	City will not be impacted by a tsunami directly. However, it could become a "receiving" City for displaced persons or other jurisdictions.
4	Volcano/Lahar	6	Falling ash could impact air quality and the City's water supply.
4	Wildland Fire	6	Wildland fire could impact the residences near the north and eastern edges of the City. Concerns include public health (from smoke), public safety, transportation and water supply.
N/A	Avalanche	0	

<b>TABLE 17-3. LEGAL AND REGULATORY CAPABILITY</b>					
	Local Authority	State or Federal Prohibitions	Other Jurisdictional Authority	State Mandated	Comments
<b>Codes, Ordinances &amp; Requirements</b>					
Building Code	Y	N	N	Y	SMC 19.04, Ord 2259, Dec 2013
Zoning	Y	N	N	Y	Title 14 SMC, significant update Ord 2082, May 2005. Amendments occur annually.
Subdivisions	Y	N	N	N	14.215 SMC, Ord 2240 Dec 2014
Stormwater Management	Y	N	N	Y	2005 Ecology Manual, Ord 2173 Aug 2010
Post Disaster Recovery	*	N	N	N	*2015 CEMP Update Cycle
Real Estate Disclosure	N	N	N	N	
Growth Management	Y	N	N	Y	RCW 36.70A
Site Plan Review	Y	N	N	N	14.65 SMC, Ord 2111, 2006
Special Purpose (flood management, critical areas)	Y	N	Y	Y	14.255 – 14.280 SMC
<b>Planning Documents</b>					
General or Comprehensive Plan	Y	N	N	Y	2015 Update Cycle, RCW 36.70A
Floodplain or Basin Plan	Y	N	Y		FIRM Maps
Stormwater Plan	Y	N	N		15.16 SMC
Capital Improvement Plan	Y	N	N	N	Updated every year
Habitat Conservation Plan	Y	N	N	N	14.280 SMC, Critical Areas, Wetlands, Clean Water Act
Economic Development Plan	Y	N	Y	N	Comprehensive Plan
Emergency Response Plan	Y	N	N	Y	CEMP, 2015 update cycle to incorporate into County CEMP as Annex
Shoreline Management Plan	Y	N	Y	Y	
Post Disaster Recovery Plan	*	N	N	N	*2015 CEMP Update Cycle, adopted by resolution and 2.86 SMC

**CONSENT ITEM 7c**

*City of Snohomish Annex*

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<b>Other</b>
Other

<b>TABLE 17-4. ADMINISTRATIVE AND TECHNICAL CAPABILITY</b>		
Staff/Personnel Resources	Available?	Department/Agency/Position
Planners or engineers with knowledge of land development and land management practices	Y	PDS/CITY/2 Planners PW/CITY/4 Civil Engineers
Engineers or professionals trained in building or infrastructure construction practices	Y	PDS/CITY/1 Building/Fire Official PW/CITY/4 Civil Engineers, 1 Inspector
Planners or engineers with an understanding of natural hazards	Y	PDS/CITY/2 Planners, 1 Building Official PW/CITY/4 Civil Engineers, 1 Inspector
Staff with training in benefit/cost analysis	Y	PDS/CITY/1 Building Official PW/CITY/1 Civil Engineer
Floodplain manager	Y	PDS/CITY/1 Planning Director
Surveyors	Y	Contract Availability
Personnel skilled or trained in GIS applications	Y	PDS/CITY/1 Planner PW/CITY/2 Civil Engineer
Scientist familiar with natural hazards in local area	Y	Contract Availability
Emergency manager	Y	ADM/CITY/1 City Manager PD/CITY/1 Police Chief FD/DISTRICT/1 Fire Chief
Grant writers	Y	PDS/CITY/1 Building Official PW/CITY/1 Civil Engineer

<b>TABLE 17-5. FISCAL CAPABILITY</b>	
<b>Financial Resources</b>	<b>Accessible or Eligible to Use?</b>
Community Development Block Grants	Y
Capital Improvements Project Funding	Y
Authority to Levy Taxes for Specific Purposes	Y
User Fees for Water, Sewer, Gas, or Electric Service	Y
Incur Debt through General Obligation Bonds	Y
Incur Debt through Special Tax Bonds	Y
Incur Debt through Private Activity Bonds	Y
Withhold Public Expenditures in Hazard-Prone Areas	N
State Sponsored Grant Programs	Y
Development Impact Fees for Homebuyers or Developers	Y
Other	Y

**TABLE 17-6.  
COMMUNITY CLASSIFICATIONS**

	Participating?	Classification	Date Classified
Community Rating System	NO	N/A	N/A
Building Code Effectiveness Grading Schedule	YES	3/3	5/2010
Public Protection	YES	5	5/2010
Storm Ready	YES	N/A	10/2013
Firewise	NO	N/A	N/A
Tsunami Ready	NO	N/A	N/A

**TABLE 17-7.  
HAZARD MITIGATION ACTION PLAN MATRIX**

Applies to new or existing assets	Hazards Mitigated	Objectives Met	Lead Department & Position	Estimated Cost	Sources of Funding	Timeline	Included in Previous Plan?
<b>Initiative S-1—Seismic and/or Flood proofing Retrofit of Critical Facilities</b>							
Existing	Earthquake, Flood	2,3,5,7,8,9	Building & Engineering	High	CIP, HMGP	Long term	Yes
<b>Initiative S-2—Retrofit, Flood proof, or Replace Identified Vulnerable Infrastructure.</b>							
Existing	Earthquake Flood	2,3,5,6,7,8,9	Engineering	High	CIP, HMGP	Long term	Yes
<b>Initiative S-3—Stabilize Slopes along Waterfront and Critical Slopes to Reduce Risk to Structures, Life and Infrastructure from Erosion.</b>							
New & Existing	Flood, Landslide, Earthquake	ALL	Planning & Engineering	Medium	CIP, HMGP	Short term	Yes
<b>Initiative S-4—Construct Water Line Intertie for Redundancy to Reduce Risk to Existing Utility Systems.</b>							
New & Existing	Earthquake	2,3,5,7,8,9	Engineering	Medium	City Utility Rate Reserve, HMGP	Long term	Yes
<b>Initiative S-5—Implement Local Improvement Districts in Vulnerable Areas.</b>							

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New & Existing	Flood	2,3,5,7,8,9	Engineering	Low	GF, CIP, HMGP	Short term	Yes
<b>Initiative S-6—Develop Public Information Programs to Promote Mitigation and Preparedness.</b>							
New & Existing	All Hazards	1,2,3,4,5,6,7,8,9	City Department of Emergency Management (CDEM)	Low	GF, HMGP	Short term	Yes
<b>Initiative S-7—Promote Structural and Non-Structural Retrofitting of Private Property.</b>							
Existing	Earthquake	1,2,3,4,5,6,7,8,9	Building	Medium	GF, HMGP	Short term	Yes
<b>Initiative S-8—Develop Map of Critical Routes Through the City.</b>							
New & Existing	All Hazards	2,3,5,6,7,8,9	Engineering	Low	GF, HMGP	Short term	Yes
<b>Initiative S-9—Partner with WSDOT for Seismic Retrofit of SR-2 and SR-9 Bridges.</b>							
Existing	Earthquake	2,3,5,6,7,8,9	Engineering	Medium	GF, HMGP	Short term	Yes
<b>Initiative S10—Support County-wide initiatives identified in Chapter 21 of Volume 1.</b>							
New & Existing	All Hazards	All	CDEM	Low	GF	Short term, ongoing	Yes
<b>Initiative S11—Continue to maintain compliance and good standing under the National Flood Insurance Program.</b>							
New & Existing	Flooding	All	Planning	Low	GF	Short term, ongoing	Yes
<b>Initiative S12—Consider participation in the Community Rating System (CRS).</b>							
New & Existing	Flooding	All	Administration & Planning	Low	GF	Short term, ongoing	Yes
<b>Initiative S13—Where appropriate, support retrofitting, purchase or relocation of structures located in hazard-prone areas to protect structures from future damage, with repetitive loss and severe repetitive loss properties as priority when applicable.</b>							
Existing	All Hazards	All	Administration	High	HMGP with local match provided by property owner contribution	Long term, depends on funding	Yes

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<b>Initiative S14—Continue to support the implementation, monitoring, maintenance, and updating of this Plan, as defined in Chapter 7 of Volume 1.</b>							
New & Existing	All Hazards	All	CDEM	Low	GF, HMGP	Short term, ongoing	Yes
<b>Initiative S15—Integrate, where appropriate, risk assessment information from the Snohomish County Hazard Mitigation Plan into other planning mechanisms available to the City such as; the Capital Improvements Program, the Comprehensive Planning process, and Shoreline Master planning.</b>							
New & Existing	All Hazards	All	Planning & Engineering	Low	GF, HMGP	Short term, ongoing	Yes

<p align="center"><b>TABLE 17-8. MITIGATION STRATEGY PRIORITY SCHEDULE</b></p>							
Initiative #	# of Objectives Met	Benefits	Costs	Do Benefits Equal or Exceed Costs?	Is Project Grant-Eligible?	Can Project Be Funded Under Existing Programs/Budgets?	Priority <sup>a</sup>
S-1	6	High	High	Yes	Yes	No	High
S-2	7	High	High	Yes	Yes	No	High
S-3	9	Medium	Medium	Yes	Yes	No	High
S-4	6	Medium	Medium	Yes	Yes	No	High
S-5	6	Low	Low	Yes	No	Yes	Low
S-6	9	Low	Low	Yes	Yes	Yes	Low
S-7	9	Medium	Medium	Yes	Yes	No	Medium
S-8	7	Medium	Low	Yes	Yes	No	Medium
S-9	7	Medium	Low	Yes	Yes	No	Medium
S-10	9	Medium	Low	Yes	No	Yes	High
S-11	9	Medium	Low	Yes	No	Yes	High
S-12	9	Medium	Low	Yes	No	Yes	High
S-13	9	High	High	Yes	Yes	No	Medium
S-14	9	Medium	Low	Yes	Yes	Yes	High
S-15	9	High	Low	Yes	No	Yes	High

a. Explanation of priorities

- High Priority: Project meets multiple plan objectives, benefits exceed cost, funding is secured under existing programs, or is grant eligible, and project can be completed in 1 to 5 years (i.e., short-term project) once funded.
- Medium Priority: Project meets at least 1 plan objective, benefits exceed costs, requires special funding authorization under existing programs, grant eligibility is questionable, and project can be completed in 1 to 5 years once funded.
- Low Priority: Project will mitigate the risk of a hazard, benefits exceed costs, funding has not been secured, project is not grant eligible, and timeline for completion is long term (5 to 10 years).

TABLE 17-9. ANALYSIS OF MITIGATION INITIATIVES						
Hazard Type	Initiative Addressing Hazard, by Mitigation Type					
	1. Prevention	2. Property Protection	3. Public Education and Awareness	4. Natural Resource Protection	5. Emergency Services	6. Structural Projects
Avalanche						
Climate Change	S-5, S-10, S-11, S-12, S-14, S15	S-10, S-11, S-12, S-13	S-6, S-10, S-11, S-12, S-14	S-3, S-5, S-10, S-11, S-12	S-8, S-10, S-11, S-12	S-3, S-10, S-11, S-12
Dam Failure	S-10, S-14, S-15	S-10, S-13	S-6, S-10, S-14	S-10	S-8, S-10	S-10
Earthquake	S-1, S-2, S-10, S-9, S-14, S-15	S-1, S-2, S-7, S-10, S-13	S-6, S-7, S-10, S-14	S-1, S-2, S-3, S-10	S-1, S-2, S-8, S-10	S-1, S-2, S-3, S-4, S-10
Flood	S-1, S-2, S-5, S-10, S-11, S-12, S-14, S15	S-1, S-2, S-10, S-11, S-12, S-13	S-6, S-10, S-11, S-12, S-14	S-1, S-2, S-3, S-5, S-10, S-11, S-12	S-8, S-10, S-11, S-12	S-1, S-2, S-3, S-10, S-11, S-12
Landslide	S-10, S-14, S-15	S-10, S-13	S-6, S-10, S-14	S-3, S-10	S-8, S-10	S-3, S-10
Severe Weather	S-10, S-14, S-15	S-10, S-13	S-6, S-10, S-14	S-10	S-8, S-10	S-10
Tsunami	S-10, S-14, S-15	S-10, S-13	S-6, S-10, S-14	S-10	S-8, S-10	S-10
Volcano/Lahar	S-10, S-14, S-15	S-10, S-13	S-6, S-10, S-14	S-10	S-8, S-10	S-10
Wildfire	S-10, S-14, S-15	S-10, S-13	S-6, S-10, S-14	S-10	S-8, S-10	S-10

<p align="center"><b>TABLE 17-9.</b> <b>ANALYSIS OF MITIGATION INITIATIVES</b></p>						
<p align="center">Initiative Addressing Hazard, by Mitigation Type</p>						
Hazard Type	1. Prevention	2. Property Protection	3. Public Education and Awareness	4. Natural Resource Protection	5. Emergency Services	6. Structural Projects
<p>Notes:</p> <ol style="list-style-type: none"> <li>1. Prevention: Government, administrative or regulatory actions that influence the way land and buildings are developed to reduce hazard losses. Includes planning and zoning, floodplain laws, capital improvement programs, open space preservation, and stormwater management regulations.</li> <li>2. Property Protection: Modification of buildings or structures to protect them from a hazard or removal of structures from a hazard area. Includes acquisition, elevation, relocation, structural retrofit, storm shutters, and shatter-resistant glass.</li> <li>3. Public Education and Awareness: Actions to inform citizens and elected officials about hazards and ways to mitigate them. Includes outreach projects, real estate disclosure, hazard information centers, and school-age and adult education.</li> <li>4. Natural Resource Protection: Actions that minimize hazard loss and preserve or restore the functions of natural systems. Includes sediment and erosion control, stream corridor restoration, watershed management, forest and vegetation management, and wetland restoration and preservation.</li> <li>5. Emergency Services: Actions that protect people and property during and immediately after a hazard event. Includes warning systems, emergency response services, and the protection of essential facilities.</li> <li>6. Structural Projects: Actions that involve the construction of structures to reduce the impact of a hazard. Includes dams, setback levees, floodwalls, retaining walls, and safe rooms.</li> </ol>						

<b>TABLE 17-10. PREVIOUS ACTION PLAN IMPLEMENTATION STATUS</b>				
Action #	Action Status			Comments
	Completed	Carry Over to Plan Update	Removed; No Longer Feasible	
S-1		X		In 2012 the City completed the first seismic upgrade of a Critical Facility, the Carnegie Building, via a FEMA HMGP Grant. As there are additional Critical Facilities that need seismic retrofit, this Action is being carried over.
S-2		X		In 2012 the City completed the first retrofit and flood proofing of critical lift stations via a FEMA HMGP Grant. As there are other vulnerable infrastructure in need of seismic or flood proofing retrofits, this Action is being carried over.
S-3		X		No action completed on this initiative during this performance period. Action has been carried over to updated plan.
S-4		X		No action completed on this initiative during this performance period. Action has been carried over to updated plan.
S-5		X		No action completed on this initiative during this performance period. Action has been carried over to updated plan.
S-6		X		Action in progress by providing public information on website and promoting links to County DEM and FEMA. This will be an ongoing action.
S-7		X		Action in progress by providing public information on website and promoting links to County DEM and FEMA. This will be an ongoing action.
S-8		X		Action in progress and should be completed by the end of 2016.
S-9		X		Support of seismic retrofitting bridges will be an ongoing action.
S-10		X		Action in progress and will be ongoing.
S-11		X		This will be an ongoing Action regardless of update cycle.
S-12		X		Action in progress and under evaluation. This will be an ongoing Action item if the City participates.
S-13		X		This will be an ongoing Action item and supported through cooperative efforts with Snohomish County.
S-14		X		This will be an ongoing Action item with no completion date.

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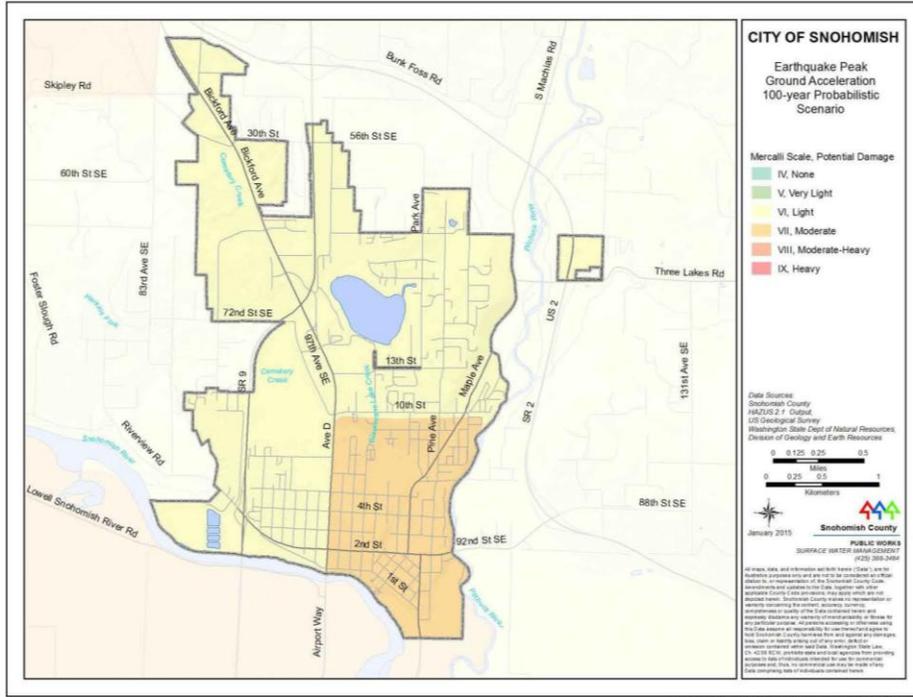
*City of Snohomish Annex*

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S-15		X		This will be an ongoing Action item as plans are updated, devised or implemented.
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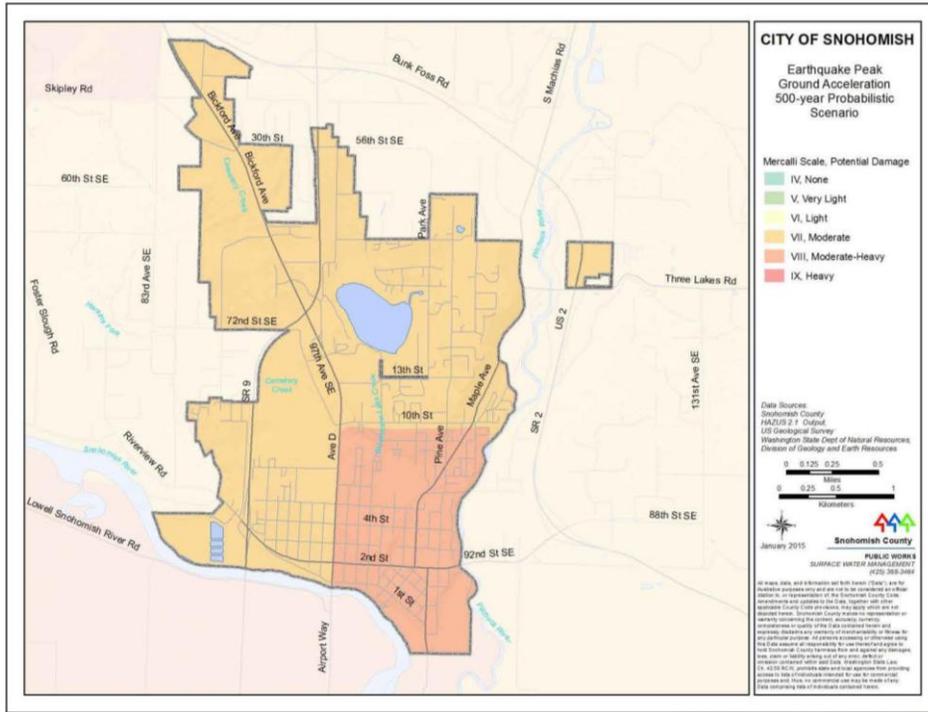


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Map 17-2. City of Snohomish 100-year Probabilistic Earthquake Scenario

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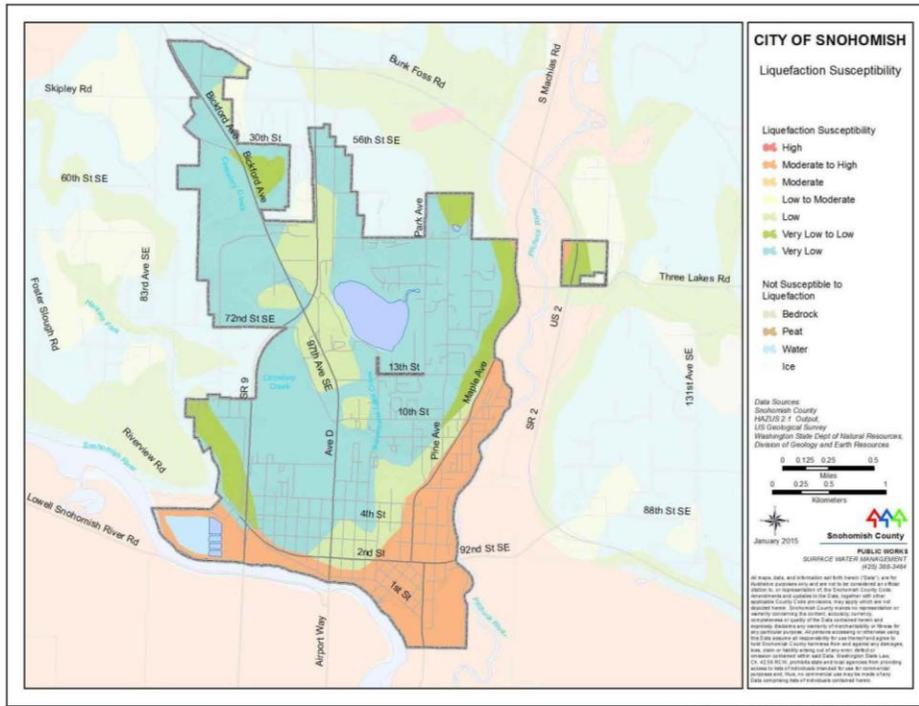


Map 17-3. City of Snohomish 500-year Probabilistic Earthquake Scenario

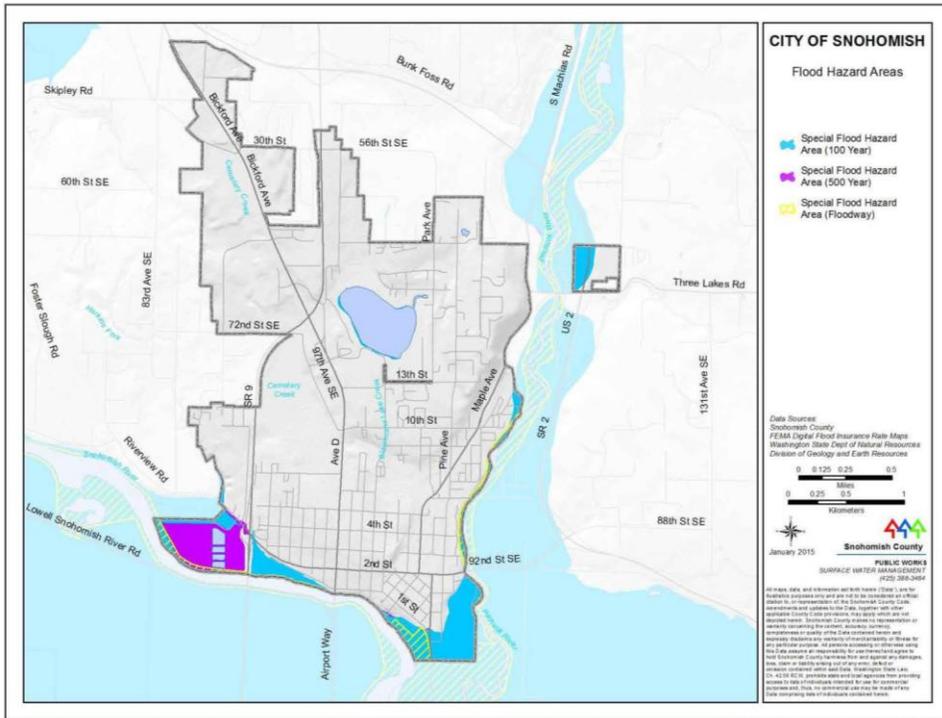








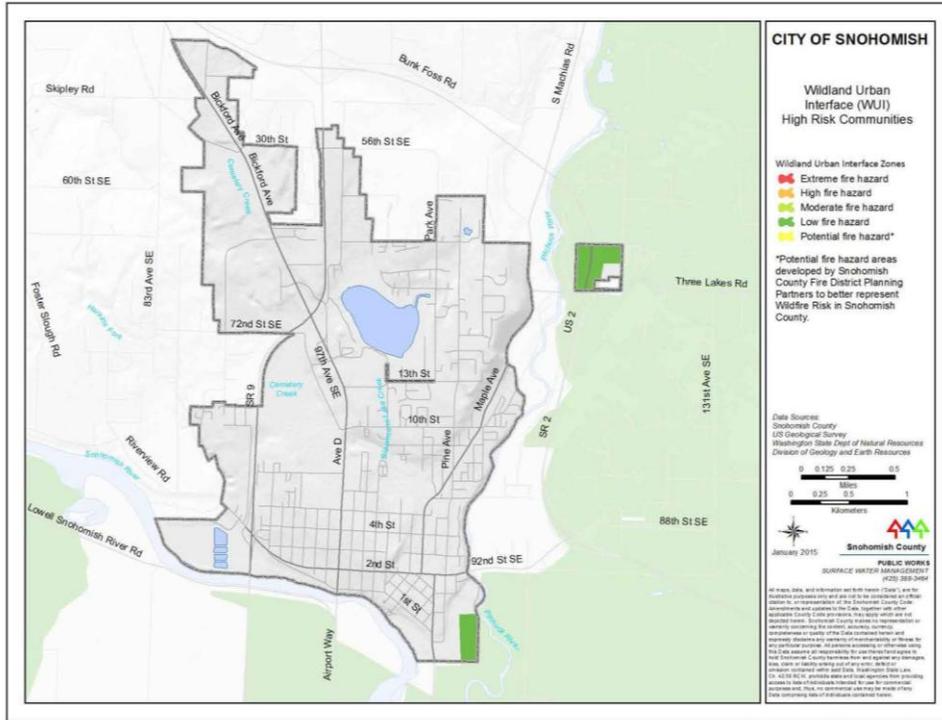
Map 17-7. City of Snohomish Liquefaction Susceptibility



Map 17-8. City of Snohomish Flood Hazard Areas







Map 17-11. City of Snohomish Wildland Fire Hazard Areas

ATTACHMENT C

<b>TABLE 2-1. PLAN CHANGES CROSSWALK</b>		
44CFR Requirement	2010 Plan	2015 Plan Update
Multi-Jurisdictional Plan Adoption §201.6(c)(5): For multi-jurisdictional plans, each jurisdiction requesting approval of the plan must document that it has been formally adopted.	All resolutions from adopting jurisdictions were included in Appendix D of Volume 1.	All resolutions from adopting jurisdictions are included in Appendix D of Volume 1.
Multi-Jurisdictional Planning Participation §201.6(a)(3): Multi-jurisdictional plans (e.g., watershed plans) may be accepted, as appropriate, as long as each jurisdiction has participated in the process. . . Statewide plans will not be accepted as multi-jurisdictional plans.	Chapter 1 of Volume 2 explains the participation requirements of each planning partner. Chapter 3 of Volume 1 describes the opportunities.	Chapter 1 of Volume 2 specifies participation requirements. Chapter 3 of Volume 1 describes the participation opportunities.
§201.6(b): In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process shall include: (1) an opportunity for the public to comment on the plan during the drafting stage and prior to plan approval; (2) an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia, and other private and non-profit interests, to be involved in the planning process; and (3) review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.	Volume 1, Chapters 3, 4, and 5 describe the planning process the initial plan went through, including description of the planning process, organizing resources, and public involvement.	Volume 1, Chapters 3, 4, and 5 describe the planning process this updated plan went through, including description of the planning process, organizing resources, and public involvement.

**CONSENT ITEM 7c**

TABLE 2-1. (CONTINUED) PLAN CHANGES CROSSWALK		
44CFR Requirement	2010 Plan	2015 Plan Update
<p>§201.6(c)(2): The plan shall include a risk assessment that provides the factual basis for activities proposed in the strategy to reduce losses from identified hazards. Local risk assessments must provide sufficient information to enable the jurisdiction to identify and prioritize appropriate mitigation actions to reduce losses from identified hazards.</p>	<p>Part 2 of Volume 1 presents a comprehensive risk assessment for the planning area that looks at nine hazards of concern: avalanche, dam failure, earthquake, flood, landslide, severe weather, tsunami, volcano, and wildland fire. All data from initial plan was updated with best available data. HAZUS-MH was used for dam failure, earthquake, flood, and tsunami.</p>	<p>Part 2 of Volume 1 presents a comprehensive risk assessment for the planning area that looks at ten hazards of concern: climate change, avalanche, dam /levee failure, earthquake, flood, landslide, severe weather, volcano, and wildland fire. All data from 2010 plan was updated with best available data. HAZUS-MH was used for dam failure, earthquake, flood, and tsunami. Appendix B presents preliminary risk assessment information for hazardous materials and pipelines. Because of limitation in modeling capability during this update, the tsunami hazard information was moved to the secondary impacts sub-section of the earthquake risk assessment.</p>
<p>§201.6(c)(2)(i): [The risk assessment shall include a description of the] location and extent of all natural hazards that can affect the jurisdiction. The plan shall include information on previous occurrences of hazard events and on the probability of future hazard events.</p>	<p>Chapters 10–18 present a comprehensive risk assessment of each hazard of concern. Each chapter is broken down into the following components:</p> <ul style="list-style-type: none"> <li>• hazard profile, including maps of extent and location, historical occurrences, frequency, severity, and warning time</li> <li>• secondary hazards</li> <li>• climate change impacts</li> <li>• exposure of people, property, critical facilities and environment</li> <li>• vulnerability of people, property, critical facilities and environment</li> <li>• future trends in development</li> <li>• scenarios</li> <li>• issues</li> </ul>	<p>Chapters 11–19 present a comprehensive risk assessment of each hazard of concern. Each chapter is broken down into the following components:</p> <ul style="list-style-type: none"> <li>• hazard profile, including maps of extent and location, historical occurrences, frequency, severity, and warning time</li> <li>• secondary hazards</li> <li>• climate change impacts</li> <li>• exposure of people, property, critical facilities and environment</li> <li>• vulnerability of people, property, critical facilities and environment</li> <li>• future trends in development</li> <li>• scenarios</li> <li>• issues</li> </ul>

**CONSENT ITEM 7c**

<b>TABLE 2-1. (CONTINUED) PLAN CHANGES CROSSWALK</b>		
44CFR Requirement	2010 Plan	2015 Plan Update
<p>§201.6(c)(2)(ii): [The risk assessment shall include a] description of the jurisdiction’s vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description shall include an overall summary of each hazard and its impact on the community.</p>	<p>Vulnerability was assessed for all hazards of concern. The HAZUS-MH computer model was used for the dam failure, earthquake, flood, and tsunami hazards. These were Level 2 analyses using planning partner and county data. “User defined” analysis techniques were applied to the flood and dam failure hazards. Additionally, site-specific data on County-identified critical facilities was entered into the HAZUS model. HAZUS-MH outputs were generated for other hazards by applying an estimated damage function to affected assets. The asset inventory was extracted from the HAZUS-MH model. Best available data was used for all analyses.</p>	<p>Vulnerability was assessed for all hazards of concern, with the exception of levee failure. The HAZUS-MH computer model was used for the dam failure, earthquake, and flood hazards. These were Level 2 analyses using planning partner and county data. “User defined” analysis techniques were applied to the flood and dam failure hazards. Additionally, site-specific data on County-identified critical facilities was entered into the HAZUS model. Qualitative assessments were developed for other hazards. The asset inventory was based on County Assessor’s “user defined facilities” data. Best available data was used for all analyses.</p>
<p>§201.6(c)(2)(ii): [The risk assessment] must also address National Flood Insurance Program insured structures that have been repetitively damaged by floods.</p>	<p>The repetitive loss section was updated to meet then-new DMA and CRS planning requirements. The update included a comprehensive analysis of repetitive loss areas that includes an inventory of the number and types of structures in the repetitive loss area. Repetitive loss areas were delineated, causes of repetitive flooding were cited, and these areas were reflected on maps.</p>	<p>The repetitive loss section meets DMA and CRS planning requirements. The update includes a comprehensive analysis of repetitive loss areas that includes an inventory of the number and types of structures in the repetitive loss area. Repetitive loss areas were delineated, causes of repetitive flooding were cited, and these areas were reflected on maps.</p>
<p>§201.6(c)(2)(ii)(A): The plan should describe vulnerability in terms of the types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard area.</p>	<p>A complete inventory of the numbers and types of buildings exposed was generated for each hazard of concern. The Steering Committee defined “critical facilities” as they pertained to the planning area, and these facilities were inventoried by exposure. Each hazard chapter provides a discussion on future development trends as they pertain to each hazard.</p>	<p>A complete inventory of the numbers and types of buildings exposed was generated for each hazard of concern. The Planning Committee defined “critical facilities” as they pertained to the planning area, and these facilities were inventoried by exposure. Each hazard chapter provides a discussion on future development trends as they pertain to each hazard.</p>

**CONSENT ITEM 7c**

TABLE 2-1. (CONTINUED) PLAN CHANGES CROSSWALK		
44CFR Requirement	2010 Plan	2015 Plan Update
§201.6(c)(2)(ii)(B): [The plan should describe vulnerability in terms of an] estimate of the potential dollar losses to vulnerable structures identified in paragraph (c)(2)(i)(A) of this section and a description of the methodology used to prepare the estimate.	Loss estimations in terms of dollar loss were generated for all hazards of concern. These were generated by HAZUS-MH for the dam failure, earthquake, flood, and tsunami hazards. For the other hazards, loss estimates were generated by applying a regionally relevant damage function to the exposed inventory. In all cases, a damage function was applied to an asset inventory. The asset inventory was the same for all hazards and was generated in the HAZUS-MH model.	Loss estimations in terms of dollar loss were generated for all hazards of concern with the exception of avalanche, climate change, and levee failure hazards. The estimates were generated by HAZUS-MH for the dam failure, earthquake, and flood hazards. The asset inventory was the same for all hazards and based on County Assessor’s “user defined facilities” data.
§201.6(c)(2)(ii)(C): [The plan should describe vulnerability in terms of] providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.	Using data from the Snohomish County buildable lands analysis required by the Washington Growth Management Act, the plan includes discussion on future development trends for each identified hazard of concern.	Using data from the Snohomish County buildable lands analysis required by the Washington Growth Management Act, the plan includes discussion on future development trends for each identified hazard of concern.
Multi-Jurisdictional Risk Assessment Requirement §201.6(c)(2)(iii): For multi-jurisdictional plans, the risk assessment must assess each jurisdiction’s risks where they vary from the risks facing the entire planning area.	Using the risk ranking methodology developed for the initial plan, each jurisdiction ranked its risk, using the new updated data from the updated risk assessment.	Using the same risk ranking methodology used in the 2010 plan, each jurisdiction ranked its risk, using the new updated data from the updated risk assessment.

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<b>TABLE 2-1. (CONTINUED) PLAN CHANGES CROSSWALK</b>		
44CFR Requirement	2010 Plan	2015 Plan Update
<p>§201.6(c)(3): The plan shall include a mitigation strategy that provides the jurisdiction’s blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools.</p>	<p>The update includes both countywide initiatives and jurisdiction specific initiatives. A crosswalk to action identified in the initial plan has been provided in the plan update to identify the status of actions identified in the initial plan.</p>	<p>The update includes both countywide initiatives and jurisdiction specific initiatives. A crosswalk to action identified in the initial plan has been provided in the plan update to identify the status of actions identified in the 2010 plan.</p>
<p>§201.6(c)(3)(i): [The hazard mitigation strategy shall include a) description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.</p>	<p>The Steering Committee retained the original guiding principal, five goals and 14 objectives for the plan.</p>	<p>The Planning Committee determined that the original guiding principal and goals and are still relevant for the updated plan. The objectives were updated and are found in Chapter 5.</p>
<p>§201.6(c)(3)(ii): [The mitigation strategy shall include a) section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure.</p>	<p>An enhanced mitigation catalog was used by the partners during the update process. The catalog supported each planning partner as it did during the initial plan development process. The mitigation catalog was included in the body of the plan of the update, and not as an appendix, as it was in the initial plan.</p> <p>An analysis of mitigation initiatives matrix was added to each jurisdictional annex to identify which of six mitigation categories each initiative meets. This helps to illustrate the comprehensive range of actions identified.</p>	<p>A mitigation strategy list was used by the partners during the update process. The list supported each planning partner as the mitigation catalog did during the 2010 plan development process. The mitigation list was included in the body of the plan of the update, and not as an appendix. The mitigation catalog from the 2010 Plan was included as an appendix in this update.</p> <p>An analysis of mitigation initiatives matrix was added to each jurisdictional annex to identify which of mitigation categories each initiative meets. This helps to illustrate the comprehensive range of actions identified.</p>

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<p align="center"><b>TABLE 2-1. (CONTINUED) PLAN CHANGES CROSSWALK</b></p>		
44CFR Requirement	2010 Plan	2015 Plan Update
<p>§201.6(c)(3)(ii): [The mitigation strategy] must also address the jurisdiction’s participation in the National Flood Insurance Program, and continued compliance with the program’s requirements, as appropriate.</p>	<p>All municipal planning partners that participate in the National Flood Insurance Program (NFIP) identified an action stating their commitment to maintain compliance and good standing under the NFIP. Additionally, communities that participate in the Community Rating System (CRS) identified actions to maintain or enhance their standing under the CRS program.</p>	<p>All municipal planning partners that participate in the National Flood Insurance Program (NFIP) have identified an action stating their commitment to maintain compliance and good standing under the NFIP. Additionally, communities that participate in the Community Rating System (CRS) have identified actions to maintain or enhance their standing under the CRS program.</p>
<p>§201.6(c)(3)(iii): [The mitigation strategy section shall include] an action plan describing how the actions identified in section (c)(3)(ii) will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.</p>	<p>Each recommended initiative is prioritized using an anecdotal methodology that looked at the objectives the project will meet, the timeline for completion, how the project will be funded, the impact of the project, the benefits of the project, and the costs of the project. This prioritization scheme is detailed in Chapter 1 of Volume 2 of the plan.</p>	<p>The same prioritization scheme was carried over to the updated plan. This scheme is described in Chapter 1 of Volume 2 of the updated plan.</p>
<p>§201.6(c)(3)(iv): For multi-jurisdictional plans, there must be identifiable action items specific to the jurisdiction requesting FEMA approval or credit of the plan.</p>	<p>Chapter 21 of Volume 1 includes a countywide initiative for all participating jurisdictions to provide documentation of adoption to FEMA with a formal request for approval. This will be coordinated by Snohomish County Department of Emergency Management.</p>	<p>Chapter 22 of Volume 1 includes a countywide initiative for all participating jurisdictions to provide documentation of adoption to FEMA with a formal request for approval. This will be coordinated by Snohomish County Department of Emergency Management.</p>

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<b>TABLE 2-1. (CONTINUED) PLAN CHANGES CROSSWALK</b>		
44CFR Requirement	2010 Plan	2015 Plan Update
§201.6(c)(4)(i): [The plan maintenance process shall include a) section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle.	Chapter 7 of Volume 1 details a plan maintenance strategy that includes maintaining a steering committee, annual progress reporting, a five-year update protocol, a strategy for continuing public involvement, and methods for incorporation into other planning mechanisms.	Chapter 7 of Volume 1 details a plan maintenance strategy that includes maintaining a planning committee, annual progress reporting, a five-year update protocol, a strategy for continuing public involvement, and methods for incorporation into other planning mechanisms.
§201.6(c)(4)(ii): [The plan shall include a) process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate.	Chapter 7 details recommendations for incorporating the plan into other planning components such as <ul style="list-style-type: none"> <li>• critical areas regulations</li> <li>• shorelines master programs</li> <li>• growth management plans</li> <li>• capital improvement plans</li> <li>• Water Resource Inventory Area planning</li> <li>• basin planning.</li> </ul>	Chapter 7 details recommendations for incorporating the plan into other planning components such as: <ul style="list-style-type: none"> <li>• critical areas regulations</li> <li>• shorelines master programs</li> <li>• growth management plans</li> <li>• capital improvement plans</li> <li>• Water Resource Inventory Area planning</li> <li>• basin planning.</li> </ul>
§201.6(c)(4)(iii): [The plan maintenance process shall include a) discussion on how the community will continue public participation in the plan maintenance process.	Chapter 7 details a strategy for continuing public involvement such as <ul style="list-style-type: none"> <li>• website</li> <li>• libraries</li> <li>• publication of annual progress report</li> </ul>	Chapter 7 details a strategy for continuing public involvement such as <ul style="list-style-type: none"> <li>• website</li> <li>• libraries</li> <li>• publication of annual progress report</li> </ul>

**CONSENT ITEM 7c**

**CONSENT ITEM 7d**

Date: April 19, 2016  
To: City Council  
From: Debbie Emge, Economic Development Manager  
**Subject: Approval of Special Event Application – Sunday Farmers Market**

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The Sunday Farmers Market was established in 2013. The Market is located in the City-owned parking lot at 409 Third Street (the former Hal Moe Pool site). Since the property is owned by the City of Snohomish, a contract is required for the use of the parking lot from Sunday, June 5 to Sunday, September 11, 2016.

**STRATEGIC PLAN REFERENCE:** Initiative #7-Strengthen the City’s attractiveness as a regional destination

**RECOMMENDATION:** That the City Council **APPROVE** the Special Event Permit Application for the Sunday Snohomish Farmers Market and **AUTHORIZE** the City Manager to execute a contract with conditions as noted.

**ATTACHMENT:** Special Event Contract



# CITY OF SNOHOMISH

*Founded 1859, Incorporated 1890*

116 UNION AVENUE □ SNOHOMISH, WASHINGTON 98290 □ TEL (360) 568-3115 FAX (360) 568-1375

**SPECIAL EVENT PERMIT AND CONTRACT  
BETWEEN CITY OF SNOHOMISH, WASHINGTON  
AND  
LEE PA H  
(DBA: SNOHOMISH SUNDAY FARMERS MARKET)**

Sundays, 11:00 a.m. to 3:00 p.m., June 5 through September 11, 2016

The following is an agreement between City of Snohomish (herein referred to as the “City”), and Lee Pa H, (herein after called “Market”) permitting the Snohomish Sunday Farmers Market Special Event in the City of Snohomish.

WHEREAS, the City finds that the application for special event and compliance with this contract meets the requirement of City Code, including but not limited to SMC Chapter 5.10 relating to Special Event Permits; and

WHEREAS, the Market has operated for a year and proposes to do so again Sundays from 9:00 a.m. to 4:00 p.m., June through September, 2016; and

WHEREAS, the City Council finds that the Market provides benefits to the City including economic development, a recreational resource to the citizens, and promotes tourism to the community; and

WHEREAS, the City Council finds that the consideration the City provides is more than adequately recompensed by the promises of the Market and the public benefit to be derived from this agreement; NOW, THEREFORE,

1. Responsibilities of the City.

1.1. City Facilities

(a) On Sundays from June 5 through September 11 the City shall provide use of:

1. The former Hal Moe pool parking lot located at 409 Third Street.

2. The use of Lincoln Avenue from curb to curb from the north end of the Boys & Girls Club parking lot to Third Street for Market

## **CONSENT ITEM 7d**

vendor stalls. Emergency vehicle access of 20' will be maintained. The use of the sidewalk shall continue to be used by pedestrians.

### 1.2 Facilities/Inspections

All use and configuration of structures, booths, and other permanent or temporary facilities used in the event shall be limited to the right-of-way as permitted and inspected and reviewed as needed by the City Building/Fire Official. Prior to the event the parties agree to determine that the facilities in use comply with the provisions of State and local law, as well as to insure that no lasting or permanent damage shall be done to any public facility or property. During the term of the event, inspections by the City Building/Fire Official may be required as needed. All private and public property utilized for the event shall be initially inspected by City Building/Fire Official. The inspector(s) shall note all potential problems and shall require the Market to correct them. Prior to the opening of the event the Market shall correct all problems or shall remove facilities if they fail to meet requirements. *The special event inspection fee is \$50 per hour for Building/Fire Official, as set by resolution.*

The City in accordance with lawful authority under statute or ordinance may use its discretion to cancel such event or to prohibit the attendance of the general public in certain areas where there appears to be a threat to life, health or property.

### 1.3 No Parking signs

Market is responsible for placing notice of No Parking signs in parking lot at 409 Third Street and on Lincoln Avenue from north end of the Boys & Girls Club parking lot to Third Street.

### 1.4 Electrical power sources

No power is to be provided.

### 1.5 Water sources

The Market is allowed use of the water hose bib on the water fountain to fill buckets for produce/flower vendors.

## 2. Market Responsibilities.

2.1 The Market shall provide a Certificate of Insurance with Endorsement to the City Clerk no later than Friday, May 20, 2016 evidencing commercial general liability insurance written on an occurrence basis with limits of no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. City shall be named as an additional insured on the Commercial General Liability insurance policy and a copy of the endorsement naming City as additional insured shall be attached to the Certificate of Insurance. The insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. The insurance shall be primary

## **CONSENT ITEM 7d**

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

- 2.2 The Market shall defend, indemnify and hold the City, its officers, agents, employees, elected officials and volunteers harmless from any claims injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this agreement, including actions or inactions of persons participating or providing services in the event or from spectators, citizens, and other persons attending the events, except for injuries and damages caused by the sole negligence of the City.
- 2.3 Neither the Market nor any officer, agent, or employees, shall discriminate in the provision of service under this contract against any individual, partnership, or corporation based upon race, religion, sex, creed, place of origin, or any other form of discrimination prohibited by federal, state or local law.
- 2.4 Hours
- (a) Set up hours begin at 8:00 a.m., Sundays, June 5 through September 11, 2016
- (b) General hours of operation are Sundays, June 5 through September 11, 2016, 9:00 a.m. to 4:00 p.m.
- (c) Tear-down of booths so that streets shall be re-opened on Sundays, by 5 p.m.
- 2.5 Security
- (a) The Market shall provide any and all security services necessary during the hours that the event is not in operation sufficient to reasonably secure the area and facilities provided.
- (b) City shall have no responsibility or liability for the provision of security services nor shall it be liable for any loss or damage incurred by the Market or participants in this event.
- 2.6 Fire
- The Market shall provide fire watch for all times in and around the booths and displays open to the general public as part of this event. The Market shall self enforce fire watch. Copies of the *Fire and Life Safety Requirements* have been provided to the Market. Layout near commercial occupancies may require an inspection each Sunday to address fire and safety issues. Emergency vehicle access of 20' will be maintained.

Initial

## **CONSENT ITEM 7d**

### 2.7 Restrooms

The Market may use the portable restroom located near Tillicum Park. If desired the Market at its own cost and maintenance may place a portable restroom on the west side of the former Hal Moe building.

### 2.8 Utility Services

#### (a) Garbage Service

All temporary containers must be removed from the Special Event area by 5:00 p.m. Sundays by the Market. The Market shall ensure all solid waste containers are placed on property and approved as such containers by the City. The Market shall provide immediate clean up of any spilled containers upon notice from the City, the applicant's event staff, abutting property, or local business owners. If garbage demand exceeds onsite capacity, the Market may be required to provide additional service for solid waste. Garbage service shall be contracted with Allied Waste and paid for by the Market.

#### (b) Water

The Market is allowed use of the water hose bib on the water fountain to fill buckets for produce/flower vendors.

#### (c) Power/electricity

No power/electricity will be provided.

#### (d) Sanitary Sewer

The Market shall request use of sanitary sewer for disposal of wastewater generated by vendors. Portable grease traps shall be located on the site for use by food vendors in accordance with City's wastewater disposal policy. Grease traps or rendering barrels shall be provided by the Market. Storm drains are to be covered with filter fabric to capture grease and debris. The Market will provide filters for all storm drains and will assure that all washing occurs at washstands.

### 2.9 Clean up

Upon the completion of the event, the Market shall make adequate provisions for the clean up and restoration of all sites rented or provided under the terms of this agreement by 5:00 p.m. Sundays.

#### (a) Promotional signs /material removal

#### (b) All solid waste and waste containers removed from site

#### (c) Any debris in the parking lot and street resulting from event

Following each event, a final inspection of all event areas permitted for use by the Market shall be conducted by the Parks and Facilities Supervisor or

## **CONSENT ITEM 7d**

other City designee to determine if areas are clean and returned to their original condition.

### 2.10 Cleaning/Damage Deposit

The Market shall submit a cleaning/damage deposit of \$500 to City by May 20, 2016. The deposit shall be refunded upon request from the Market management after September 11<sup>th</sup> if, upon inspection, all is in order, or a prorated portion thereof as may be necessary to reimburse the City for loss or cleaning costs. City reserves the right to retain the entire deposit if clean up is not completed satisfactorily in the time frame as specified in this agreement. If the deposit fee is completely used by the City to reimburse for loss or for cleaning costs prior to September 11, 2016, the City at its sole discretion may require the Market to provide an additional deposit of \$500 under the same conditions of retainage as above.

### 2.11 Permit Fees

The Market shall pay to the City all permit fees for the above-mentioned facility use and services at least ten (10) days prior to the event, and shall reimburse City for actual costs of supplies or services furnished by the City within thirty (30) days of mailing of a final bill by the City.

### 2.12 Signage – permits and approval

The Market shall be responsible for placement of all signage for the event and any sign permit fees. Said signage shall comply with the City's sign regulations and must be approved by the City. The Market has permission to place directional A-Board signage only on the Sundays when the Market is open.

### 2.13 Performance Bond – N/A

### 2.14 Police Services

If attendance as estimated by the City at the event exceeds a cumulative total of 600 per day of event during a period of two consecutive weeks in which the Market operates, the City shall require the Market to pay for the time of one or more police officers as required under the formula of 2 officers per 1,000 attendees. The Market shall contract with the Snohomish County Sheriff Deputy's Association. As a condition of event approval, the Market will provide the Police Department with a list of points of contact including phone numbers so the Police can contact a sponsor during each Sunday afternoon event as needed.

### 2.15 Other Expenses

City to pass through certain other costs and expenses. The Market shall pay all costs and expenses related to services provided by the Fire District and other services.

## **CONSENT ITEM 7d**

### 2.16 Traffic Control

Prior to the first event, the Traffic Control Plan shall be submitted by the Market to the City Engineer by May 16th and approved by the City. The Plan shall include the use of barricades and barricade attendants. The Plan and the Market shall adhere to MUTCD guidelines and include 72 hour posting of street closures. The Market is to provide all barricades.

### 2.17 Towing

The Market is authorized to control the event parking for traffic control, event staging and configuration per the plan set forth above. Where appropriate, the Market shall clearly post temporary parking restriction/no-parking signs applicable for the Event. Where appropriate, the Market is authorized and responsible to arrange for the towing of vehicles violating the posted Event parking restrictions. The Market may use the tow company of their own choosing for Event towing purposes. Towing company must have a current business license with the City. The Market shall be responsible for all towing appeals made by the Event Sponsor. In addition to other Indemnifications in 2.2 of this agreement/permit Market hereby agrees to indemnify, defend and hold the City harmless for all costs and damages related to Market tows.

### 2.18 Licensing/Permits

The Market will ensure that all food booths/vendors have the necessary city, county and state permits required for handling food or sales, including but not limited to Health District food handling permits, business license, and state UBI number. Either Farmer's Market (full season) or Special Event (four-week) business license applications are due to the City Clerk Office no later than Tuesday prior to the Sunday on which they intend to be operating at the Market. Special Event business licenses should be picked up by the Market at City Hall. The Market will also make vendors aware of the City's sales tax code 3115 for proper credit to the City for any sales tax paid at a rate of 8.8% to the state.

### 2.19 Schedule of events

The Market will attach a schedule of all planned events for proper coordination of City support resources to this contract. Any events occurring that are not listed on the schedule may be closed down or removed by the City, and may be cause for denial of any future special events requests by the applicants

### 2.20 Noise level

If the Market uses a public address system it should be placed so as to limit the impact to nearby residences and neighborhood businesses, and monitor the volume of any amplified music and adjust as necessary to accommodate any complaints from nearby residents about excessive noise.

**CONSENT ITEM 7d**

3. Sole Agreement: Amendments to Agreement

This written agreement shall be and is the sole understanding of the parties. No prior oral or written representation shall alter the terms of this contract unless specifically incorporated by reference and attached hereto. All amendments to this contract shall be in writing signed by both parties and made prior to the date that they purport to be effective.

TERMINATION. Either party may terminate this agreement in whole or in part upon sixty (60) calendar days written notice. The City may also terminate this agreement immediately, if the Market fails to correct a violation of this agreement within a reasonably appropriate time after receiving written notice of the violation from the City.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

CITY OF SNOHOMISH:

LEE PA H:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
By:

Its: Sole Proprietor

Date: \_\_\_\_\_

Attest/Authenticated:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

**CONSENT ITEM 7e**

**Date:** April 19, 2016  
**To:** City Council  
**From:** Mike Johnson – Public Works Services Manager  
**Subject:** **City Shop and Ferguson Park Asphalt Projects**

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Staff is requesting that the City Council authorize the City Manager to execute a contract with Harm's Paving Co, Inc. for the project known as **The Shop Improvement and Ferguson Park Asphalt Projects**.

**Scope of work:** This project includes all labor, equipment, and materials to complete the following work:

- 1) Install a 50'x90' asphalt pad on a pre-prepared surface area at the City Shop site, located at 1801 First Street, as part of the council approved Shop Improvement Project; and
- 2) Install a 10'x100' asphalt road section inside of Ferguson Park, as part of the Parks Department deferred maintenance project list, which will be funded by the approved parks maintenance budget. The road section will also be pre-prepared prior to installation.

The contractor will be required to place 4" of Class B asphalt in 2"x2" compacted lifts. All asphalt meet edges will be crack sealed per industry standards. The base course surface area under which all asphalt will be placed will be prepared per City standards by public works staff.

The total bid including 9.1% tax is \$15,235.95

An additional 10 percent project contingency added \$1,523.60

Total Authorized project cost including contingency \$16,759.55

**STRATEGIC PLAN REFERENCE:** Not applicable

**RECOMMENDATION:** That the City Council **AUTHORIZE** the City Manager to execute a contract with Harm's Paving Co, Inc. for the amount of **\$15,235.95** and **APPROVE** a **10** percent contingency in reserve for **\$1,523.60**, for a total project cost of **\$16,759.55**.

**ATTACHMENT:** Small Works Contract, Harm's Paving

**CONSENT ITEM 7e**

**LIMITED PUBLIC WORKS CONTRACT (Under \$35,000)**

**THIS LIMITED PUBLIC WORKS CONTRACT** (“Contract”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Harm’s Paving Company, Inc. (“Contractor”) and the City of Snohomish, a municipal corporation (“City”).

**WHEREAS**, the City desires to perform asphalt paving at the Public Works Shop Facility and the entrance to Ferguson Park; and

**WHEREAS**, RCW 39.04.155(3) provides for a Limited Public Works procedures for awarding contracts less than \$35,000; and

**WHEREAS**, the City has solicited written quotations from a minimum of three contractors from the appropriate Small Works Roster, has received and evaluated quotations, and has determined that Contractor is the lowest responsible bidder; and

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

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

**1. Scope of Work—the Project.**

The Contractor shall perform, carry out and complete **The Shop Improvement and Ferguson Park Asphalt Projects** (“Project”) in accordance with this Contract and the incorporated Contract Documents specified in Section 2. The Project shall be completed no later than May 31, 2016.

**2. Contract Documents.**

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

- a.  Plans and Contract Drawings.
- b.  Scope of Work.
- c.  Proposal/Bid Submittal (attached).  
 2016 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT/APWA) (“Standard Specifications”) (referenced but not attached).
- d.  WSDOT Amendments to the Standard Specifications (referenced but not attached)

## **CONSENT ITEM 7e**

- e.  2010 APWA Supplement General Special Provisions (referenced but not attached).
- f.  City of Snohomish Engineering Standards (referenced but not attached)
- g.  Addenda (**if any**)

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

### **3. Commencement of Work.**

- a. Work shall not proceed under this Contract until the following conditions have been met by the Contractor:
- b. Contract has been signed and fully executed by the parties.
- c. The Contractor has provided the City with the certificates of insurance required under Section 22.
- d. The Contractor has obtained a City of Snohomish Business License.
- e. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

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

### **4. Time is of the Essence/Liquidated Damages.**

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

### **5. Payment for Project.**

a. Total Contract Sum for Project. Excluding approved changes orders, the City shall pay the Contractor for satisfactory completion of the Project under the Contract a total Contract Sum not to exceed \$15,235.95 (Fifteen thousand, two hundred thirty five and ninety five cents) in accordance with the proposed price in the proposal and including all applicable Washington State Sales Tax. The total Contract Sum includes all expenses and costs incurred in

## **CONSENT ITEM 7e**

planning, designing and constructing the Project, including, but not limited to, applicable sales and use taxes, costs and expenses for overhead, profit, labor, materials, supplies, permits, subcontractors, consultants, and professional services necessary to construct and complete the Project.

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

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

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

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

f. Final Payment. As a Limited Public Works project under \$35,000, the City shall not require a payment and performance bond nor withhold statutory retainage under RCW Chapter 60.28. However, the parties agree that the City shall not make the Final Payment to the Contractor under this Contract until the City has issued a Final Acceptance of the Project and the following has occurred:

- i. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Washington State Department of Labor and Industries and the City. An Affidavit by the Contractor and all is on file with the City that sums due from the Contractor and all Subcontractors to the Washington State Department of Revenue, Employment Security Department, and Department of Labor and Industries for all taxes and penalties due or to become due with respect this Contract have been paid.
- ii. Releases from all of Contractor's subcontractors and/or suppliers have been provided to the City, or the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.

## **CONSENT ITEM 7e**

iii. The Contractor shall provide the City with proof that insurance required under Section 22 remains in effect.

g. **Final Acceptance.** Final Acceptance of the Project is determined when the Project is accepted by the City as being one hundred percent (100%) complete.

h. **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.

i. **Maintenance and Inspection of Financial Records.** The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of 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 applicable provision of the Contract.

### **7. Termination of Contract.**

a. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.

## **CONSENT ITEM 7e**

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

### **8. Status of Contractor.**

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

### **9. Permits.**

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

### **10. Business License Required.**

The Contractor shall obtain a City of Snohomish 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. Job Safety.**

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

## **CONSENT ITEM 7e**

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.**

## **CONSENT ITEM 7e**

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

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

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

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

### **20. Contractor's Risk of Loss.**

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

## **CONSENT ITEM 7e**

### **21. Indemnification and Hold Harmless.**

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

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

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

d. 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 by 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.

### **22. 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

## **CONSENT ITEM 7e**

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 at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement There shall be no e exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iv.  Required. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for floor and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the

**CONSENT ITEM 7e**

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 \$3,000,000 each occurrence, \$3,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- iii.  Required. 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.**

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

## **CONSENT ITEM 7e**

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. Subcontractors.

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

h. 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.

i. 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.

### **23. Assignment and Subcontractors.**

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

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

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

d. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or

## **CONSENT ITEM 7e**

materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

e. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

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

### **24. Severability.**

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

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

### **25. Integration and Supersession.**

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

### **26. Non-Waiver.**

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any Contract, covenant or condition of this Contract, or to exercise any right

**CONSENT ITEM 7e**

herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such Contract, covenant, condition or right.

**27. Survival.**

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

**28. Contract Representatives and Notices.**

This Contract shall be administered for the City by the Insert Project Manager Name, and shall be administered for the Contractor by the Contractor's Contract Representative, Insert Name of Contractor Representative. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To City:

Mike Johnson  
Public Works Services Manager  
City of Snohomish  
116 Union Avenue  
Snohomish, WA 98290

To Contractor:

John Jackson  
Harm's Paving Company, Inc.  
PO Box 1118  
Snohomish, WA 98291

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

**29. Third Parties.**

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

**30. Governing Law.**

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

**31. Venue.**

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

**CONSENT ITEM 7e**

**32. Attorney Fees**

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

**33. Authority**

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

**34. Counterparts.**

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

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

**City of Snohomish**

**Harm’s Paving Co., Inc.**

By \_\_\_\_\_  
Larry Bauman, City Manager

By \_\_\_\_\_  
John Jackson

Approved as to form:

Attest:

\_\_\_\_\_  
Grant K. Weed, City Attorney

\_\_\_\_\_  
Pat Adams, City Clerk

Acknowledgement of Waiver of Contractor’s Industrial Insurance Immunity:

\_\_\_\_\_  
City

\_\_\_\_\_  
Contractor

ATTACHMENTS:

- Exhibit A – City’s Request for Bids
- Exhibit B – Harm’s Paving Bid Response

EXHIBIT A



# CITY OF SNOHOMISH

*Founded 1859, Incorporated 1890*

116 UNION AVENUE □ SNOHOMISH, WASHINGTON 98290 □ TEL (360) 568-3115 FAX (360) 568-1375

## City of Snohomish – City Shop Asphalt Pad

The City of Snohomish is Requesting Bids to Install a 50x90 Asphalt Pad and alternate bid for 10X100 asphalt park road section.

### A) Scope:

1) **Project outline:** Pave 4” thick pad 50’x90’ at the city shop site. After city staff has prepared the surface for asphalt; pave, using class B asphalt, area approximately 4500 sq/ft of surface area. *See attached diagram and pictures.* The asphalt shall be place in two - 2” compacted lifts, use tack on all asphalt meet edges and compact asphalt according to City of Snohomish engineering standards. This is a **lump sum bid** for paving entire area and crack sealing all asphalt meet lines.

a) **Approximate square footage of asphalt area (to be verified by contractor prior to bid):**

$$50' \times 90' = 4500 \text{ sq/ft}$$

---

2) **Alternate bid:** Ferguson Park internal road 4” thick road 10x100.

After city staff has prepared the surface for asphalt; pave, using class B asphalt, area approximately 10X100, 1000 sq/ft of surface area. *See attached diagram and pictures.* The asphalt shall be place in two - 2” compacted lifts, use tack on all asphalt meet edges and compact asphalt according to City of Snohomish engineering standards. This is a **lump sum bid** for paving entire area and crack sealing all asphalt meet lines.

a) **Approximate square footage of asphalt area (to be verified by contractor prior to bid):**

$$10' \times 100' = 1000 \text{ sq/ft}$$

---

b) **This is a prevailing wage job. All applicable L&I filing is required.**

**Please submit 2 separate bids. 1 for the City shop site and 1 for the Ferguson park road.**

**Insurance:** The Contractor shall obtain and keep in force during the term of the contract insurance in no less than the following amounts:

**CONSENT ITEM 7e**

	<u>General</u>	<u>Automobile</u>	<u>Property</u>
Occurrence	\$1,000,000	\$1,000,000	\$1,000,000
Aggregate	\$2,000,000	\$2,000,000	\$2,000,000

The City shall be specifically named as an insured in such policy or policies. A Certificate of Insurance, questionnaire and endorsement, as required by the City, shall be executed and delivered to the City at the time of execution of this contract.

**B) Project site visit:**

**Please make an appointment for a site visit at your convenience if necessary.**

**a) Proposals: All proposals shall be sent to City Hall @ 116 Union Avenue, Snohomish WA, 98290. Attention: Mike Johnson by 5:00pm, Friday, March 25, 2016.**

**b) Questions: All questions shall be addressed to:**

**Mike Johnson – johnsonm@snohomishwa.gov  
Dannie Allen – d.allen@snohomishwa.gov**

**City of Snohomish  
116 Union Avenue  
Snohomish, WA 98290  
360-568-7070 ext 238  
425-328-0079**

EXHIBIT B

Mar 17 16 12:36p

Harm's Paving Co Inc

360-563-2711

p.2

Proposal

HARM'S PAVING CO., INC.

Asphalt Paving • Commercial & Residential

P.O. Box 1118 • Snohomish, WA 98291

Office: (360) 563-1180 Fax: (360) 563-2711

(425) 485-6443 (425) 485-9424

HARMSP#282QT

9.10.20 Sales Tax April 1, 2016

Proposal Submitted to	MIKE JOHNSON - CITY OF SNOHOMISH	Date	
Address	116 UNION AVE	Phone	360 563 2710 EXT 238
	SNOHOMISH WA 98290	Fax	
ATTENTION:		Date of Plans	
Job Name & Location	CITY SHOP - FERGUSON PARK	Sheet #	
		Job Phone	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES SUBJECT TO ALL TERMS & CONDITIONS AS SET FORTH ON BOTH SIDES, AS FOLLOWS:

- CITY SHOP ASPHALT PAD — PAVE TWO LIFTS AT 2" EACH LIFT. 4500 SF. TOTAL.   
 $10133.37$    
 $922.14$    
 $11055.51$    
 — 10,133.37 + TAX   
 (Total Inc. 11055.51)
- FERGUSON PARK INTERNAL ROAD — PAVE TWO LIFTS AT 2" EACH LIFT. 1000 SF. TOTAL.   
 $3831.75$    
 $348.69$    
 $4180.44$    
 — 3831.75 + TAX   
 (Total Inc. 4180.44)

Due to the volatility of the oil (asphalt) market, this proposal is based on the cost of liquid asphalt (PG64-22) of the month prior to the bid date as shown on the WSDOT website: www.wsdot.wa.gov/bids/construction/bids/bids04month/average.pdf. Any increase in the cost of liquid asphalt between the bid date and the time of placement will be itemized on your invoice based on the posted price for the month of installation. Liquid asphalt will be calculated at 5.6% of the total of the asphalt placed. EXCLUSIONS: Engineering, Layout, Testing, Traffic Control, Utility Adjustments, Curbing, Striping, Sawcutting, Sweeping, Permits, Misc. Patches, Bond

Terms: Net Cash upon completion of job. Jobs in excess of 30 days duration - Terms: Net Cash upon receipt of Progress Billing.

CONDITIONS:

- This agreement is subject to HARM'S PAVING CO., INC. approval of purchaser's credit within ten days of date of acceptance.
- HARM'S PAVING CO., INC. shall not be liable for damage to, or breaking of septic tanks, underground pipes and/or conduits not visible from the surface of the ground, nor for any damage to approaches (including sidewalks) from the street to property line.
- It is agreed that in case suit is instituted to collect amount due on this contract or any portion thereof, reasonable attorney's fees and court costs may be added to this contract.
- Soil sterilization (weed killer), if included in contract, will be applied at rates specified by manufacturer. HARM'S PAVING CO., INC., will not be responsible for any subsequent growths of horselail weed, morning glory, deep rooted ferns or perennials which have not reached maturity prior to application.
- A FINANCE CHARGE of 1.5% per month, will be charged on past due accounts.
- Quotations subject to change or cancellation after 30 days.
- All agreements are contingent on strikes, accidents, delays of carriers, and other delays unavoidable or beyond our control.
- HARM'S PAVING CO., INC. shall not be responsible for subgrade failures.
- When temperatures fall below 50 degrees, HARM'S PAVING CO., INC. cannot guarantee a perfect finish of the asphalt.
- Any and all state, county or municipal permits required for the above-mentioned improvements will be obtained by purchaser unless otherwise stipulated.
- Customer will be liable for any collection costs.
- Any less than 1% drainage HARM'S PAVING CO., INC., will not guarantee.
- Prices based on current material wholesale costs. Contracts are subject to revision of price when increase occurs.
- Excludes: sub-grade, lay-out, staking, curbing, striping, traffic control (when applicable)
- Additional insurance coverage, if required, to be paid by customer.

Authorized Signature [Signature] HARM'S PAVING CO., INC.

Accepted: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

\$ 15,235.95

See Reverse Side for Customer Information

## **CONSENT ITEM 7f**

**Date:** April 19, 2016  
**To:** City Council  
**From:** Max Selin, Senior Utilities Engineer  
**Subject:** **Authorize the City Manager to Award and Execute a Construction Contract with Equity Builders, LLC, for the WWTP ATS Replacement Project**

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The purpose of this agenda item is to authorize award and execution of a construction contract between the City of Snohomish and Equity Builders, LLC, in the total amount bid of \$76,151.80 for the construction of the WWTP ATS Replacement Project. This capital improvement project is identified in the 2016 Budget.

### **BACKGROUND:**

The two existing automatic transfer switches (ATSs) at the emergency motor control centers (EMCCs) for the wastewater treatment plant (WWTP) that are connected to backup power have not been switching properly when the backup generator is routinely exercised. These switches are old, failing and need to be replaced. This project will replace the two failing ATSs with two new ATSs.

### **BID OPENING:**

Bids were solicited through the public bid process and a bid opening was conducted on Monday, April 4, 2016. Three bids were received and after review of the certified bid tabulation, it was determined that Equity Builders, LLC, of Bellingham, WA is the successful low bidder.

### **PROJECT FUNDING:**

This capital improvement project is identified in the 2016 Budget under the Sewer Utility WWTP Facilities Improvements with a budget total of \$500,000 for wastewater treatment.

### **COST SAVINGS NOTE:**

City Engineering Staff completed general specification writing in-house and will also perform contract administration, construction management, and project inspection for this project. Utilizing City Engineering Staff in lieu of outside consultants results in a significant cost savings to the City thereby allowing more construction work to be completed.

**STRATEGIC PLAN REFERENCE:** Initiative #5: Become more environmentally sustainable

**RECOMMENDATION:** That the City Council **AUTHORIZE** award and execution of a construction contract with Equity Builders, LLC, in a total amount not to exceed \$84,000 including 10% contingency for the construction of the WWTP ATS Replacement Project.

**ATTACHMENT:** Bid Tabulation Summary


 City of Snohomish  
 Wastewater Treatment Plant ATS Replacement Project  
 Bid Tabulation  
 4/4/2016

Item	Description	Quantity	Units	Low Bidder			2			3		
				Equity Builders, LLC			Sundancer Electric**			Valley Electric Co.***		
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
1	Mobilization and Demobilization	1	LS	\$ 6,400.00	\$ 6,400.00	\$ 6,462.00	\$ 6,462.00	\$ 2,500.00	\$ 2,500.00			
2	WWTP ATS Replacement	1	LS	\$ 58,400.00	\$ 58,400.00	\$ 65,000.00	\$ 65,000.00	\$ 75,000.00	\$ 75,000.00			
3	Minor Changes	1	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00			
Subtotal					\$ 69,800.00		\$ 76,462.00		\$ 82,500.00		\$ 82,500.00	
9.1% WSST*					\$ 6,351.80		\$ 6,958.04		\$ 7,507.50		\$ 7,507.50	
<b>Total Bid</b>					<b>\$ 76,151.80</b>		<b>\$ 83,420.04</b>		<b>\$ 90,007.50</b>		<b>\$ 90,007.50</b>	

Note: \*Bid tabulation reflects new 9.1% WSST effective 04/01/2016.  
 \*\* Bid mathematical error corrected.  
 \*\*\*Bid mathematical error corrected.



**CONSENT ITEM 7f**

**CONSENT ITEM 7g**

**Date:** April 19, 2016  
**To:** City Council  
**From:** Yoshihiro Monzaki, City Engineer  
**Subject:** **Second Street Combined Sewer Overflow Separation Project – Phase II  
Thomco Construction, Inc. Settlement Agreement**

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Thomco Construction, Inc. (Thomco) completed the Second Street Combined Sewer Overflow (CSO) Separation Project – Phase II in September 2014 which consisted of the installation of approximately 1,000 feet of 18-inch storm pipe, road restoration and other associated work on Second Street between Avenue E and Avenue H. After the CSO project was completed, Second Street between Avenue D and Avenue H was paved in a separate project. This was the 2014 Transportation Benefit District Overlay Project.

In January 2015, it was observed that a section of the pavement on Second Street west of Avenue E had settled. City Staff and Thomco visited the site and determined that the settling occurred along the storm pipe trench. Proper compaction in that area was not performed. It was determined that Thomco would be responsible for the trench repair and pavement restoration. Because a full street overlay project was completed on Second Street between Avenue D and Avenue H, Thomco was required to complete a half-street overlay in the area of the trench repair. Thomco completed the trench repair in April 2015. No further settlement of the pavement has been observed since that repair was completed. Nevertheless, the City has negotiated an extended warranty in case further problems in this are observed.

The attached settlement agreement describes the requirements of the half-street overlay and the seven year warranty of the repair.

**STRATEGIC PLAN REFERENCE:** Not applicable.

**RECOMMENDATION:** That the City Council **AUTHORIZE** the City Manager to execute the settlement agreement with Thomco Construction, Inc.

**ATTACHMENT:** Thomco Construction, Inc. Settlement Agreement

**CONSENT ITEM 7g**

**SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT (hereinafter "this Agreement") is entered into by and between Thomco Construction, Inc., (hereinafter "Contractor") and the City of Snohomish, Washington, (hereinafter "City"), and guaranteed by David Thomas, (hereinafter "Guarantor").

**I. RECITALS**

- A. Contractor and City are parties to a Construction Contract (the "Contract") for the 2<sup>nd</sup> Street CSO Separation Project Phase II (the "Project").
- B. Work on the Project was completed in 2014 and final acceptance of the work by the City occurred on November 18, 2014.
- C. A pavement overlay was completed on Second Street from Avenue D to Avenue H in 2014 after the completion of the Project.
- D. Within the year after final acceptance of the Project the pipe trench settled which resulted in a sinkhole (the "Defect") within the Second Street pavement overlay west of Avenue E and the pipe trench was a part of the Contract work.
- E. Contractor re-compacted and patched the trench on May 22, 2015. Contractor did not overlay the patched area at that time.
- F. City and Contractor conferred concerning the Defect, and within one year of the date of final acceptance notice of the Defect that developed and was discovered was given by City to Contractor.
- G. City and Contractor have now entered into a settlement for Contractor's repair of the Defect and they wish to memorialize that settlement by this Agreement.
- H. City requires that Guarantor guaranty the payment and performance of the Contractor.

Now, therefore City, Contractor, and Guarantor agree as follows:

- 1. **Repair of Defect.** Contractor shall grind the surface and overlay the area shown on the attached Exhibit 1 (the "overlay") that shall include a minimum distance of ten feet beyond the defect limits in the longitudinal trench direction. The repair shall be done in a good and workmanlike manner and shall be completed by July 31, 2016. If any sinkholes remain in the trench area, Contractor shall properly excavate, fill and compact the trench area prior to the grind and new overlay.

**CONSENT ITEM 7g**

2. **Warranty of Repair.** Contractor shall and does hereby warrant the Repair to be free of defects in work and materials for seven (7) years from May 22, 2015 and that the overlay shall not fail for seven (7) years due to the original work performed by Contractor under the Contract or due to the Repair required by paragraph 1 for any sinkholes in the trench area. The warranty shall expire on May 21, 2022.
3. **Repair if Future Defect Appears.** In the event a future defect appears in the overlay as a result of breach of the warranty in paragraph 2 hereof during the period of the warranty in paragraph 2, Contractor will grind and re-overlay not just the area shown on Exhibit 1, but shall grind and overlay the entire area shown on Exhibit 2 that shall include a minimum distance of ten feet beyond the defect limits in the longitudinal trench direction. This repair shall be done in a good and workmanlike manner and shall be completed within ninety (90) days of the future defect appearing, unless weather conditions do not permit, or City agrees to another completion date.
4. **Guaranty of Guarantor.** Guarantor, individually, and for his marital community, heirs, successors and assigns hereby unconditionally warrants payment and performance of Contractor under this Settlement Agreement. In the event Contractor does not timely and fully perform in accordance with this Settlement Agreement, Guarantor shall fully, completely and unconditionally perform the obligations of Contractor upon thirty days written notice from City to Guarantor demanding payment and/or performance.
5. **Entire Understanding.** This Agreement sets forth the entire agreement of the parties concerning the Defect and its repair and may be modified only by a written instrument duly executed by each party.
6. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors, transferees and assigns.
7. **Severability and Law.** This Agreement, and any dispute relating thereto, is subject to the exclusive jurisdiction and venue of Snohomish County Superior Court of the State of Washington. This Agreement shall be construed under Washington law. Recitals shall be construed as terms of this Agreement. If any portion of this Agreement is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect.
8. **Ratification.** All other terms of the Contract and the Contract Bond, except as expressly modified herein, are ratified and confirmed.

**CONSENT ITEM 7g**

IN WITNESS WHEREOF, we have caused this Settlement Agreement to be executed this \_\_\_\_ day of March, 2016.

City of Snohomish, Washington ("City")

By: \_\_\_\_\_  
Larry Bauman, City Manager

Thomco Construction, Inc ("Contractor")

By: \_\_\_\_\_ *LISA THOMAS*  
\_\_\_\_\_  
Authorized Representative

**Agreement of Guarantor.** Guarantor hereby agrees to the terms of the guaranty contained in this Settlement Agreement and agrees to fully and unconditionally perform in accordance with those terms:

Guarantor:

David Thomas, principal, individually and for his martial community, if any:

*David Thomas*  
\_\_\_\_\_  
DAVID THOMAS  
\_\_\_\_\_  
Attorney in Fact





## **CONSENT ITEM 7h**

**Date:** April 19, 2016  
**To:** City Council  
**From:** Larry Bauman, City Manager  
**Subject:** **Intergovernmental Services Contract with Snohomish County for Temporary Animal Control Transport Service**

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The purpose of this agenda item is to seek the City Council's approval of the temporary Intergovernmental Services Contract for temporary Animal Control Transport Services. The Snohomish Police Department provides animal control service to residents of the City through the Community Services Officer (CSO) position at the police department.

**BACKGROUND:** The CSO position is not one that can be provided through the contract for Law Enforcement with Snohomish County because the County Sheriff's Office does not include CSO's in its staffing roster. Officer Reilly is a City employee and serves as the CSO for the Snohomish Police Department and works under the direction of Chief Flood. Officer Reilly is currently working in a limited capacity, and is anticipated to be unavailable for animal control related incidents in the community until approximately August 31, 2016.

**ANALYSIS:** The agreement presented at this time provides for interim Animal Control transport services by Snohomish County Animal Control effective the date this contract is signed until Officer Reilly returns to full duty or August 31, 2016, whichever is first. The rate of compensation is as follows: 8 AM to 5 PM on non-holiday Monday through Friday, \$160 for each call for service. 5 PM to 8 AM, weekend and holiday callouts, \$412 for each call for service. These fees are based on direct cost to Snohomish County. This contract may be terminated at any time, with or without cause, upon fifteen (15) days written notice.

Additionally, the police departments for the cities of Marysville and Lake Stevens have agreed to assist the City of Snohomish with animal control related matters when they are available. The services will be provided to the City of Snohomish at no additional cost as part of our mutual aid agreement. During regular business hours, the Snohomish Police Department will reach out to Marysville PD and Lake Stevens PD before contacting Snohomish County Animal Control.

The Snohomish Police Department will continue to be the lead investigative authority in all animal related incidents. The Contract with Snohomish County Animal Control will provide the Snohomish Police Department with capture and transport service in the event there is a need within the city limits. Additionally and when needed, Snohomish County Animal Control will be used as consultant in animal abuse cases in the City of Snohomish during the term of this temporary contract. The City and the County of Snohomish believe that it is in the public interest to provide animal control services to protect the public peace, health, and safety, and property of the people of the City and County.

**STRATEGIC PLAN REFERENCE:** N/A

**CONSENT ITEM 7h**

**RECOMMENDATION:** That the City Council **AUTHORIZE** the City Manager to execute the proposed Intergovernmental Services Contract with Snohomish County for temporary Animal Control Transport Service.

**ATTACHMENT:** Intergovernmental Services Contract with Snohomish County for temporary Animal Control Transport Service.

**INTERGOVERNMENTAL SERVICES CONTRACT  
BETWEEN SNOHOMISH COUNTY AND THE CITY OF SNOHOMISH  
TO PROVIDE ANIMAL CONTROL TRANSPORT SERVICES**

This Intergovernmental Services Contract Between Snohomish County and the City of Snohomish to Provide Animal Control Transport Services (the “Contract”) is made by and between Snohomish County, a political subdivision of the State of Washington (hereinafter the “County”), and the City of Snohomish, a municipal corporation of the State of Washington (hereinafter the “City”).

**RECITALS**

- A.** The City’s geographical boundaries lie entirely within the County; and
- B.** The City possesses the power, legal authority, and responsibility to provide animal control services within its boundaries; and
- C.** The County, through the Snohomish County Auditor’s Office (hereinafter “Auditor”), possesses an established animal control unit and possesses the power and legal authority to extend those services into the geographical area of the City; and
- D.** The City wishes to retain and perform all animal control functions except animal transport to the Everett Animal Shelter; and
- E.** The City desires to enter into an agreement with the County whereby the County will provide animal transport services to the Everett Animal Shelter on behalf of the City. The County desires to enter into such contract, so long as the County does not incur any greater responsibility and/or liability than it would normally have imposed upon it by law for the provision of such services to the citizens of unincorporated Snohomish County.

**NOW, THEREFORE**, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

**1. Animal Control Transport Services**

- a. The County will provide the City with Animal Control Transport Services, rendering such services in the same matter, and with the same equipment, as is customarily provided by the County in the unincorporated Snohomish County, unless otherwise set forth herein.
- b. The County will provide one (1) animal control officer and related equipment to respond to requests from Authorized Persons for Animal Control Transport Services. “Authorized Persons” shall be: the City of Snohomish Animal Control Officer, the Chief of Police of Snohomish, City of Snohomish Police Officers,

## **CONSENT ITEM 7h**

City of Snohomish City Clerk, the City of Snohomish City Manager, and/or Snohomish County Sheriff's Deputies assigned to the Snohomish regional contract.

- c. Animal Control Transport Services shall include pick up and transport of dogs from a single pre-determined site maintained by the City, not at a private residence, to the Everett Animal Shelter.
- d. The Auditor or his/her designee shall formulate the manner and degree to which such services are rendered after seeking input from the City Manager or his/her designee. In the event of dispute between the parties as to the minimum level or manner of performance of such services, the determination made by the County, through the Auditor, shall be final and conclusive.

### **2. City Responsibilities**

In support of the County providing services described in Section 1:

- a. The City shall provide all aspects of the animal control functions, except animal transport, to its citizens.
- b. The City shall maintain a contractual relationship with the Snohomish County Police Staff and Auxiliary Services Center (SNOPAC) for the provision of 911/radio dispatching services.
- c. The City shall maintain a contractual relationship with the Everett Animal Shelter, or other appropriate shelters, for the provision of impound services.
- d. All costs related to housing, feeding, watering, daily care, veterinary care, release to owner and adoption services, euthanasia, and disposal of remains services for animals delivered to the shelter by the County on behalf of the City shall remain the responsibility of the City.

### **3. Term of Contract**

The term of this Contract shall be for a period commencing on April 1, 2016, and continuing through August 31, 2016, unless terminated sooner as provided herein.

### **4. Compensation**

- a. The County shall be reimbursed in full by the City for the actual costs of the Animal Control Transport Services provided by the County. The rate of reimbursement to the County for Animal Control Transport Services for 2016 shall be:

## **CONSENT ITEM 7h**

- i. 8:00 a.m. to 5:00 p.m. on non-holiday Monday through Friday. A 2016 fee of \$160 for each call for service (numbered event). This fee is based on the direct cost to the County to respond to the average animal control related call for service based on mileage, hourly wage and benefits.
  - ii. 5:00 p.m. to 8:00 a.m., weekend, and holiday callouts. A 2016 fee of \$412 for each call for service (numbered event). This fee is based on the Snohomish County Animal Control Officers' labor contract, which requires that officers be paid a minimum of three (3) hours callout wage for these hours at time and one half, and on the direct costs to the County to provide for the average animal control related call for service.
- b. The County shall invoice the City for all Animal Control Transport Services. Invoices will be mailed within ten (10) days of the last day of the previous month. The invoice will include a report detailing all Animal Control Transport Services provided under this Contract, including all calls for service (numbered events), by hour and type, to which the County responded and upon which the billing is based.
  - c. The City shall pay the County within thirty (30) days after the receipt of the County's invoice.

### **5. Resources**

Except as otherwise provided in this Contract, the County and the City each agree that it shall individually furnish the labor, equipment, facilities, and supplies required to perform its respective obligations under this Contract. All such property shall remain the property of the provider, and the non-providing party shall not obtain any interest therein. All property used to perform under this Contract shall be acquired, held, and disposed of in any appropriate manner by the providing party.

### **6. Records**

The County shall maintain adequate records to support those services set forth in this Contract. Said records shall be maintained for a period of six (6) years after expiration or termination of this Contract. The City or any of its duly authorized representatives shall have access to any books, documents, papers, or records of the County that are directly related to this Contract for the purposes of audit examinations, excerpts, or transcripts. Expenditures under this Contract that are determined by audit to be ineligible for reimbursement, and for which payment has been made on behalf of the City, shall be refunded to the City.

### **7. Termination**

- a. Except as provided in Section 7.b below, either party may terminate this Contract at any time, with or without cause, upon fifteen (15) days written notice to the

## **CONSENT ITEM 7h**

other party. The termination notice shall specify the date on which the Contract shall terminate.

- b. This Contract is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Contract, this Contract may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Contract shall terminate.
- c. Calculation of Costs Due Upon Early Termination. Upon early termination of this Contract as provided in this Section 7, the City shall pay the County for all Animal Control Transport Services performed up to the date of termination. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs. No payment shall be made by the City for any expense incurred or Animal Control Transport Services performed following the effective date of termination unless authorized in writing by the City.

### **8. Notices**

Any notice required or permitted to be given under this Contract shall be sent either by certified mail, return receipt requested, or by personal delivery. Any notice will be effective when actually received or, if mailed as provided herein, on the earlier of actual receipt or three (3) days after the date deposited in the mail.

- a. Any notice from the City to the County shall be sent or delivered to:

Snohomish County Animal Control Services  
Snohomish County Auditor's Office  
3000 Rockefeller Avenue, M/S 306  
Everett, WA 98201

- b. Any notice from the County to the City shall be sent or delivered to:

City Manager  
City of Snohomish  
116 Union Avenue  
Snohomish, WA 98290

### **9. Hold Harmless/Indemnification/Defend**

- a. **City's Indemnification of the County.** The City shall protect, save harmless, indemnify, and defend, at its own expense, the County, its elected and appointed officials, officers, employees, and agents against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursement, arising out of the performance of this Contract, including claims by City employees or third parties, except for

## **CONSENT ITEM 7h**

those damages or injuries solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.

- b. **County's Indemnification of the City.** The County shall protect, save harmless, indemnify, and defend at its own expense, the City, its elected and appointed officials, officers, employees, and agents, against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursement, arising out of the performance of this Contract, including claims by County employees or third parties, except for those damages solely caused by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees, or agents.
- c. It is recognized, understood and agreed that in executing this Contract that the City contracts by Interlocal Agreement and/or Intergovernmental Services Contracts with Snohomish County for Police Services, Prosecution, Defense, Court Services and other services. The parties agree that this Contract makes no modification or change in any terms, particularly, but not limited to indemnification, defense and hold harmless provisions in any other Interlocal Agreements and/or Intergovernmental Services Contracts between Snohomish County and the City of Snohomish for police services or other services.
- d. The provisions of this Section 9 shall survive the expiration or earlier termination of this Contract.

## **10. Insurance**

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Contract as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self- insurance shall not limit the liability of the indemnifying part to the indemnified party(s).

## **11. Miscellaneous**

- a. Independent Contractor.

The County will perform all Animal Control Transport Services under this Contract as an independent contractor and not as an agent, employee, or servant of the City. The County has the express right to direct and control the County's activities in providing the agreed Animal Control Transport Services in accordance with the specifications set out in this Contract. The City shall only have the right to ensure performance.

- b. Legal Requirements.

In performance of its obligations under this Contract, each party shall comply with all applicable federal, state, and local laws, rules, and regulations.

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c. No Third Party Beneficiary.

This Contract and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Contract.

d. Governing Law and Venue.

This Contract shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Contract shall be in the Superior Court of the State of Washington, in and for Snohomish County.

e. Severability.

If any provision of this Contract or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Contract and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

f. No Assignment.

This Contract shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Contract in violation of the preceding sentence shall be null and void and shall constitute a Default under this Contract.

g. Entire Contract

This Contract constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Contract may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

h. Execution in Counterparts

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

CITY OF SNOHOMISH

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_, City Manager

