

AMENDED AGENDA

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Des Moines, Washington**

January 10, 2019 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

Item 1: ~~K9 DEZ TO CITY COUNCIL~~

Item 2: AVIATION ADVISORY COMMITTEE REPORT

Item 3: POLICE CHIEF

CONSENT CALENDAR

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Item 1:

APPROVAL OF MINUTES

Motion is to approve the Minutes from November 8, November 15, 2018 City Council Regular Meetings, December 6, 2018 City Council Study Session, and the December 13, 2018 Leadership Retreat.

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Item 2:

APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through January 4, 2019 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#156113-156375	\$1,093,249.34
Electronic Wire Transfers	# 1155-1169	\$ 738,784.48
Payroll Checks	# 19103-19103	\$ 503.67
Payroll Direct Deposit	#490001-490171	\$ 392,211.48
Payroll Checks	# 19104-19110	\$ 10,215.99
Payroll Direct Deposit	#510001-510171	\$ 359,684.08
Payroll Checks	# 19111-19115	\$ 9,930.68
Payroll Direct Deposit	# 10001-10171	\$ 373,721.09

Total Checks and Wires for A/P and Payroll: \$2,978,300.81

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Item 3:

DES MOINES/KING COUNTY CONSERVATION FUTURES ILA AMENDMENT

Motion is to approve Amendment E to the Conservation Futures Interlocal Agreement between the City and King County, and authorize the City Manager to sign the Amendment substantially in the form as attached.

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Item 4:

DRAFT RESOLUTION NO. 18-145, AUTHORIZING STAFF TO APPLY FOR AND ACCEPT A WASHINGTON STATE BOATING FACILITIES PROGRAM GRANT FOR IMPROVEMENTS AT THE REDONDO BOAT RAMP

Motion is to adopt Draft Resolution 18-145, authorizing administration to apply for a Boating Facilities Grant in the amount of approximately \$250,000 for improvements at the Redondo Boat Ramp, and authorize the City Manager to sign the State's Project Agreement for the grant, if the grant application is successful.

NEW BUSINESS

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Item 1:

CAPITAL IMPROVEMENT PROJECTS: UPDATE AND DISCUSSION

Staff Presentation: Chief Operations Officer Dan Brewer

EXECUTIVE SESSION

NEXT MEETING DATE

January 24, 2019 City Council Regular Meeting

ADJOURNMENT

AMENDED MINUTES

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue South, Des Moines**

November 08, 2018 – 7:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 7:02 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Nutting.

ROLL CALL

Council present: Mayor Matt Pina; Deputy Mayor Vic Pennington; Councilmembers Traci Buxton, Luisa Bangs, Jeremy Nutting, Robert Back and Matt Mahoney.

Councilmember Bangs participated in the Council Meeting during the Public Hearing.

Staff present:

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; City Attorney Tim George; Finance Director Beth Anne Wroe; Police Chief Ken Thomas; Assistant City Attorney Matt Hutchins; Public Works Director Brandon Carver; Acting Harbormaster Scott Wilkins; Transportation & Engineering Services Manager Andrew Merges; Court Administrator Jennefer Johnson; Civil Engineer Khai Le; Finance Manager Cecilia Pollock; Communications Director/City Clerk Bonnie Wilkins.

COMMENTS FROM THE PUBLIC

- J.C. Harris, Des Moines, Property Development
- Rick Johnson, Des Moines, Boat Launch Traffic

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Nutting

- Farmers Market Holiday Market

Councilmember Buxton

- Farmers Market
- Senior Services Advisory Committee Meeting
- Environment Committee Meeting
- Master Builders of King and Snohomish County Housing Solutions Annual Breakfast

Deputy Mayor Vic Pennington

- Ribbon Cutting for the Quarter Deck
- Halloween Trick or Treat Path
- Ground Breaking at the Labor Hall

Councilmember Mahoney

- Halloween Trick or Treat Path
- Bayside Brunch

- Police Advisory Committee
- Puget Sound Coalition Meeting
- Squid-O-Rama
- Veteran's Day Event

Councilmember Back

- Ribbon Cutting for the Quarter Deck

PRESIDING OFFICER'S REPORT

- Veterans Day Event
- Farmers Market Holiday Market
- Halloween Trick or Treat Path
- Ribbon Cutting for the Quarter Deck
- Woodmont Union of the unexplained

ADMINISTRATION REPORT

- Chief of Police
- Rectangular Rapid Flashing Beacon Update
 - Civil Engineer Khai Le presented a PowerPoint to Council

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through October 31, 2018 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#155601-155812	\$1,154,383.99
Electronic Wire Transfers	# 1125-1139	\$ 620,876.49
Payroll Checks	# 19098-19099	\$ 321.76
Payroll Direct Deposit	#420001-420168	\$ 342,266.21
Total Checks and Wires for A/P and Payroll:		\$2,117,848.45

Item 2: BELLS OF PEACE PROCLAMATION

Motion is to approve the Proclamation recognizing Bells of Peace, a World War I Centennial Armistice Remembrance.

Item 3: 24TH AVENUE S RECTANGULAR RAPID FLASHING BEACON (RRFB) MIDBLOCK CROSSING IMPROVEMENTS – PUBLIC WORKS CONTRACT

Motion is to approve the Public Works Contract with West Coast Signal, Inc (Contractor) for the 24th Ave S Rectangular Rapid Flashing Beacon (RRFB) Midblock Crossing Improvements, in the amount of \$120,325.50, authorize a construction project contingency in the amount of \$5,000.00, and further authorize the City Manager to sign said Contract substantially in the form as submitted.

Item 4: INTERLOCAL AGREEMENT TO PROVIDE MUNICIPAL COURT SERVICE FOR THE CITY OF NORMANDY PARK

Motion is to approve the Interlocal Agreement between the City of Normandy Park and the City of Des Moines for Municipal Court services and facilities and further authorize the City Manager to sign the agreement substantially in the form as submitted.

Item 5: ECOLOGY'S SHORELINE MASTER PROGRAM PERIODIC REVIEW GRANT AMENDMENT

Motion is to approve the Shoreline Master Program Periodic Review Grant Amendment No. 1 to Agreement No. SEASMP-1719-DeMDSD-00034 between the City of Des Moines and the Washington State Department of Ecology, and authorize the City Manager to sign the Amendment substantially in the form as attached.

Item 6: PURCHASE AGREEMENT FOR MARINA HARBOR BOAT

Motion is to approve the proposed agreement between the City of Des Moines and Silverback Marine in the amount of \$104,250.00 plus tax for the purchase of a new Marina work boat and direct the City Manager sign said agreement substantially in the form as submitted.

Item 7: REGULATING USE OF THE REDONDO BOAT LAUNCH

Motion 1 is to suspend Rule 26(a) in order to enact Draft Ordinance no. 18-071 on first reading.

Motion 2 is to enact Draft Ordinance 18-071, adding a new section to chapter 15.04 DMMC, Use of Redondo Boat Launch.

Direction/Motion

Motion made by Councilmember Nutting to approve the consent calendar; seconded by Councilmember Buxton.
Motion passed 6-0.

Mayor Pina read the Bells of Peace Proclamation in the record.

At 7:45 p.m. Council took a 7 minute break, and resumed the meeting at 7:52 p.m.

At 7:52 p.m. Mayor Pina called Councilmember Bangs so she could participate in the Public Hearings.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

Item 1: 2019 GENERAL PROPERTY TAX LEVY

Mayor Pina opened the Public Hearing at 7:52 p.m.

Finance Director Wroe gave a PowerPoint presentation to the Council.

Mayor Pina asked 3 times if anyone wished to speak. Seeing none Mayor Pina asked Council if they had any questions.

Mayor Pina closed the Public Hearing at 8:02 p.m.

Direction/Action

Motion 1a made by Councilmember Nutting to suspend Rule 26(a) in order to enact Draft Ordinance No. 18-109 on first reading; seconded by Deputy Mayor Pennington.

The Motion Passed 7-0

Direction/Action

Motion 1b made by Councilmember Nutting to enact Draft Ordinance No. 18-109, determining the amount of funds to be raised by ad valorem taxes for the year 2019 for general City expenditures; seconded by Councilmember Bangs. The Motion Passed 7-0

Motion 2a made by Councilmember Nutting to suspend Rule 26(a) in order to enact Draft Ordinance No. 18-125 on first reading; seconded by Deputy Mayor Pennington.

The Motion Passed 7-0

Direction/Action

Motion 2b made by Councilmember Nutting to enact Draft Ordinance No. 18-125, authorizing the increase in ad valorem taxes for the year 2019 for general City expenditures; seconded by Deputy Mayor Pennington.

The Motion Passed 7-0

Item 2: 2019 PRELIMINARY ANNUAL BUDGET

This Public Hearing was opened at the October 18, 2018 City Council Meeting.

Finance Director Wroe gave the Council a recap PowerPoint presentation.

Mayor Pina called for those that wished to speak:

- Harry Steinmetz, Des Moines

Mayor Pina asked 3 times if anyone wished to speak. Seeing none Mayor Pina asked Council if they had any questions.

Mayor Pina closed the Public Hearing at 8:21 p.m.

Direction/Action

Motion made by Councilmember Nutting to pass Draft Ordinance No. 18-108 establishing the 2019 Annual Budget for the fiscal year ending December 31, 2019, as amended; seconded by Councilmember Deputy Mayor Pennington. The Motion Passed 7-0

Item 3: 2018 OPERATING AND CAPITAL BUDGET

Mayor Pina opened the Public Hearing at 8:32 p.m.

Finance Director Wroe presented a PowerPoint to the Council.

Mayor Pina asked 3 times if anyone wished to speak. Seeing none Mayor Pina asked Council if they had any questions.

Mayor Pina closed the Public Hearing at 8:36 p.m.

Direction/Action

Motion1 made by Councilmember Nutting to suspend Rule 26(a) in order to enact Draft Ordinance No. 18-110 on first reading; seconded by Councilmember Buxton.

The motion passed 7-0

Motion1 made by Councilmember Nutting to enact Draft Ordinance No. 18-110 relating to municipal finance, amending the 2018 budget adopted in Ordinance No. 1692; seconded by Deputy Mayor Pennington.

The motion passed 7-0

At 8:40 p.m. Councilmember Bangs left the meeting.

EXECUTIVE SESSION

At 8:40 p.m. Council went into Executive Session. The purpose of the Executive Session was to discuss Potential Litigation under RCW 42.30.110(1)(i). Those in attendance: Mayor Pina; Deputy Mayor Pennington; Councilmembers Buxton, Back, Nutting, Mahoney; City Manager Matthias; Chief Operation Officer Brewer; Chief Strategic Officer Cezar; Chief Thomas; Finance Director Wroe; and Communication Director/City Clerk Wilkins. The Executive Session was expected to last 10 minutes.

At 8:50 p.m. Mayor Pina extended the meeting 25 minutes.

The Executive Session concluded at 9:15 p.m.

The Executive Session lasted 35 minutes.

No formal action was taken.

NEXT MEETING DATE:

November 15, 2018 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Councilmember Back to adjourn; seconded by Deputy Mayor Pennington.

The motion passed 7-0.

The meeting adjourned at 9:15 p.m.

Respectfully Submitted,
Taria Keane
Deputy City Clerk

MINUTES

SPECIAL MEETING TO HOLD AN EXECUTIVE SESSION

November 15, 2018

CALL MEETING TO ORDER

The Special Meeting was called to order by Mayor Pina at 6:00 p.m. in the Council Chambers.

ROLL CALL

Council present:

Mayor Matt Pina; Deputy Mayor Vic Pennington; Councilmembers Traci Buxton, Jeremy Nutting, Luisa Bangs, Robert Back and Matt Mahoney.

Others Present:

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; City Attorney Tim George; Police Chief Ken Thomas; and Finance Director Beth Anne Wroe.

PURPOSE

The purpose of the Special Meeting was to hold an Executive Session to discuss Potential Litigation under RCW 42.30.110(1)(i). The Executive Session was expected to last 50 minutes.

No formal action was taken. The Executive Session lasted 50 minutes.

The meeting adjourned at 6:50 p.m.

Respectfully Submitted,
Taria Keane
Deputy City Clerk

MINUTES

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers 21630 11th Avenue South, Des Moines

November 15, 2018 – 7:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Bangs.

ROLL CALL

Council present: Mayor Matt Pina; Deputy Mayor Vic Pennington; Councilmembers Traci Buxton, Luisa Bangs, Jeremy Nutting, Robert Back and Matt Mahoney.

Staff present:

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; City Attorney Tim George; Finance Director Beth Anne Wroe; Police Chief Ken Thomas; Commander Doug Jenkins; Assistant City Attorney Matt Hutchins; Public Works Director Brandon Carver; Planning & Development Services Manager Denise Lathrop; Land Use Planner II Holly Keeton; Deputy City Clerk Taria Keane.

COMMENTS FROM THE PUBLIC

- J.C. Harris, Des Moines, Airport
- Rick Johnson, Des Moines, Airport

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Bangs

- Veterans Day Ceremony
- Arts Commission

Councilmember Nutting

- No Report

Councilmember Buxton

- Veterans Day Ceremony
- Squid-O-Rama
- Shoreline Management Program Open House
- Emergency Management Presentation
- Public Issues Committee Meeting

Deputy Mayor Vic Pennington

- Veterans Day Ceremony
- Community Involvement

Councilmember Mahoney

- Squid-O-Rama
- Veterans Day Ceremony
- Emergency Management Presentation

Councilmember Back

- No Report

PRESIDING OFFICER'S REPORT

- Veterans Day Ceremony
- Sculpture Garden

CONSENT CALENDAR

Item 1: APPROVAL OF MINUTES

Motion is to approve the Minutes from the October 11 and October 18, 2018 City Council Regular Meetings, and the November 1, 2018 Study Session.

Direction/Motion

Motion made by Councilmember Nutting to approve the consent calendar; seconded by Councilmember Bangs.
Motion passed 7-0.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

Item 1: CONTINUED PUBLIC HEARING TO CONSIDER DRAFT ORDINANCE 18-105 AMENDING THE DES MOINES 2035 COMPREHENSIVE PLAN AND PREFERRED LAND USE MAP

Staff Presentation: Planning & Development Services Manager
Denise Lathrop

This Public Hearing was opened at the October 18, 2018 City Council Meeting.

Planning & Development Services Manager Lathrop gave council a PowerPoint presentation.

Mayor Pina called for those that wished to speak:
Danna Robinson, Des Moines

Mayor Pina asked 3 times if anyone wished to speak. Seeing none Mayor Pina asked Council if they had any questions.

Mayor Pina closed the Public Hearing at 7:31 p.m.

Direction/Action

Motion 1 made by Councilmember Bangs to amend Draft Ordinance No. 18-105, Exhibit B to remove Amendment 2018-1. (This amendment will remove the private application, maintaining the status quo for the land use; seconded by Deputy Mayor Pennington.
The Motion Passed 7-0

Direction/Action

Motion 2 made by Councilmember Bangs to enact Draft Ordinance No. 18-105 as amended, amending Chapter 18.25 DMMC; seconded by Deputy Mayor Pennington.
The Motion Passed 7-0

- Item 2: PUBLIC HEARING TO CONSIDER DRAFT ORDINANCE NO. 18-099
REGARDING SOUTH 216TH STREET REZONE
Staff Presentation: Land Use Planner II Holly Keeton

This Public Hearing was opened at the October 18, 2018 City Council Meeting.

Land Use Planner II Holly Keeton gave council a PowerPoint presentation.

As this public hearing is a Quasi-Judicial Mayor Pina asked all Councilmembers to give consideration as to whether they have:

- 1.) Demonstrated bias or prejudice for or against any party to the proceeding;
- 2.) A direct or indirect monetary interest in the outcome of the proceedings;
- 3.) A prejudgment of the issue prior to hearing the facts on the record; or
- 4.) Ex parte contact with any individual, excluding Administrative staff, with regard to an issue prior to the hearing.

No councilmembers answered in the affirmative.

Mayor Pina asked the speakers to affirm the truth of their testimony by standing, raising their right hand and responding with "I do."

Mayor Pina called for those that wished to speak:

- Rebecca King, Des Moines
- Jim Morrison, Des Moines
- Dee Cantellay, Des Moines
- Jeffery Johnson, Des Moines
- JC Harris, Des Moines

Mayor Pina asked the Administration as to whether there have been any mis-statements of fact or whether the administration wishes to introduce any material as to subjects raised by the proponent or opponents or alter in any regard its initial recommendations.

Mayor Pina asked 3 times if anyone wished to speak. Seeing none Mayor Pina asked Council if they had any questions.

Mayor Pina closed the Public Hearing at 8:07 p.m.

Direction/Action

Motion made by Councilmember Nutting to move to deny application No. LUA2018-0027 to amend the Zoning Map as the proposed zoning reclassification is inconsistent with City's Comprehensive Plan and therefore does not meet the criteria outlined in DMMC 18.30.080(2) and further to direct staff to prepare a Notice of Decision consistent with this decision; seconded by Councilmember Mahoney.

The motion passed 7-0

At 8:12 p.m. Council took an 11 minute break, and resumed the meeting at 8:23 p.m.

ADMINISTRATION REPORT

- Investigation Into Misappropriation of Funds: Final Report
 - City Attorney George updated the Council on the Investigation into Misappropriation of Funds.
 - Arik Van Zandt, Managing Director of Alvarez and Marsal Valuation Services, LLC provided the Council with an overview of the results of the Investigation.
 - Staff gave a PowerPoint Presentation to Council regarding Parks, Recreation, and Senior Services Department Internal Operations Review.

NEXT MEETING DATE:

December 6, 2018 City Council Study Session

ADJOURNMENT

Direction/Action

Motion made by Councilmember Nutting to adjourn; seconded by Deputy Mayor Pennington.

The motion passed 7-0.

The meeting adjourned at 8:53 p.m.

Respectfully Submitted,
Taria Keane
Deputy City Clerk

MINUTES

DES MOINES CITY COUNCIL STUDY SESSION City Council Chambers 21630 11th Avenue South, Des Moines

December 6, 2018 – 7:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Deputy Mayor Pennington.

ROLL CALL

Council present: Mayor Matt Pina; Deputy Mayor Vic Pennington; Councilmembers Luisa Bangs, Robert Back and Matt Mahoney.

Councilmembers Traci Buxton, and Jeremy Nutting were absent.

Direction/Action

Motion made by Councilmember Bangs to excuse Councilmembers Buxton and Nutting; seconded by Councilmember Back.

Motion passed 5-0

Staff present:

Chief Operations Officer Dan Brewer; City Attorney Tim George; Acting Harbormaster Scott Wilkins; Finance Director Beth Anne Wroe; Assistant City Attorney Matt Hutchins; Events and Facilities Manager Shannon Kirchberg; Commander Doug Jenkins; Police Officer II Doug Weable; City Clerk/Communications Director Bonnie Wilkins.

COMMENTS FROM THE PUBLIC

- Sheila Brush, Des Moines, Aviation
- Anne Kroeker, Des Moines, 2019 Legislative Priorities
- Liz Burn, Des Moines, Aviation
- JC Harris, Des Moines, Aviation
- Steve Edmiston, Des Moines, 2019 Legislative Agenda

DISCUSSION ITEMS

Item 1:

EMERGING ISSUES

- Dave Baus, Adrianna
- Police/Citizen Acknowledgment
 - Award of Merit was presented to Officer Doug Weable
- Arts Commission Update
 - Chair Sheri Verburg; Vice Chair Michelle Fawcett; and Commissioner Marcus Williams presented a PowerPoint update to Council.
- Outgoing Committee Members Acknowledgement

Item 2: ARTS COMMISSION APPOINTMENT

Direction/Action

Motion made by Councilmember Bangs to confirm the Mayoral appointment of Ray Fernandez to an unexpired term of the City of Des Moines Arts Commission effective immediately and expiring on December 21, 2020; seconded by Councilmember Mahoney.

Motion passed 5-0

Item 5: APPROVAL OF VOUCHERS

Direction/Action

Motion made by Councilmember Back to approve for payment vouchers and payroll transfers through November 28, 2018 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#155813-156112	\$1,147,204.01
Electronic Wire Transfers	# 1140-1154	\$ 709,543.60
Payroll Checks	# 19100-19101	\$ 726.11
Payroll Direct Deposit	#440001-440175	\$ 352,295.40
Payroll Checks	# 19102-19102	\$ 441.68
Payroll Direct Deposit	#470001-470165	\$ 344,068.00
Total Checks and Wires for A/P and Payroll:		\$2,554,278.80

Seconded by Councilmember Mahoney.

Motion passed 5-0

Item 4: DISCUSSION OF 2019 CITY COUNCIL LEGISLATIVE PRIORITIES

Council discussed the City's 2019 Legislative Priorities with Senator Karen Keiser, Senator Elect Claire Wilson, Representative Tina Orwall, Representative Mia Gregerson, Congressman Adam Smith's District Representative Shakisha Ross, City of Des Moines Legislative Advocate Conner Edwards and former Des Moines Legislative Advocate Anthony Hemstad.

EXECUTIVE SESSION

At 8:40 p.m. Council wend into Executive Session. The purpose of the Executive Session was to discuss potential litigation under RCW 42.30.110(1)(i) and Acquisition/Sale or Lease of Real Estate/Public Property under RCW 42.30.11(1)(b). Those in attendance: Mayor Pina; Deputy Mayor Pennington; Councilmembers Matt Mahoney, Luisa Bangs, and Rob Back; Chief Operations Officer Dan Brewer; City Attorney Tim George; Finance Director Beth Anne Wroe; City Clerk/Communications Director Bonnie Wilkins. The Executive Session was expected to last 30 minutes.

The Executive Session concluded at 9:10 p.m.

No formal action was taken.

NEXT MEETING DATE

December 13, 2018 City Council Leadership Retreat

ADJOURNMENT**Direction/Action**

Motion made by Deputy Mayor Pennington to adjourn; seconded by Councilmember Back.
The motion passed 5-0.

The meeting was adjourned at 9:10 p.m.

Respectfully Submitted,
Taria Keane
Deputy City Clerk

MINUTES

**DES MOINES CITY COUNCIL
LEADERSHIP RETREAT
Four Points Sheraton
22406 Pacific Highway South, Des Moines, Washington**

December 13, 2018 – 5:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 5:30 p.m.

ROLL CALL

Council present: Mayor Matt Pina; Deputy Mayor Vic Pennington; Councilmembers Traci Buxton, Jeremy Nutting, Luisa Bangs, Robert Back and Matt Mahoney.

Staff present:

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; City Attorney Tim George; Acting Harbormaster Scott Wilkins; Police Chief Ken Thomas; Finance Director Beth Anne Wroe; Public Works Director Brandon Carver; Human Resource Director Adrienne Johnson-Newton; City Clerk/Communications Director Bonnie Wilkins; Deputy City Clerk Taria Keane.

LEADERSHIP DISCUSSION/EXERCISES

Retreat Facilitators Elaine Long and Barb McAllister led Council and staff in a series of leadership exercises.

Direction/Action

At 8:59 p.m. Mayor Pina made a motion to extend the meeting until 9:15 p.m.; seconded by Councilmember Mahoney.
Motion passed 7-0

NEXT MEETING DATE:

January 10, 2019 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Mayor Pina to adjourn; seconded by Councilmember Nutting.
The motion passes 7-0.

The meeting was adjourned at 9:10 p.m.

Respectfully Submitted,
Taria Keane
Deputy City Clerk

CITY OF DES MOINES
Voucher Certification Approval

10-Jan-19

Auditing Officer Certification

Vouchers and Payroll transfers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing, which has been made available to the City Council.

As of Jan 10, 2019 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers through January 4, 2019 included in the attached list and further described as follows:

The vouchers below have been reviewed and certified by individual departments and the City of Des Moines Auditing Officer:



Beth Anne Wroe, Finance Director

	# From		# To	Amounts
Claims Vouchers:				
Total A/P Checks/Vouchers	156113	-	156375	1,093,249.34
Electronic Wire Transfers	1155	-	1169	738,784.48
Total claims paid				1,832,033.82
Payroll Vouchers				
Payroll Checks	19103	-	19103	503.67
Direct Deposit	490001	-	490171	392,211.48
Payroll Checks	19104	-	19110	10,215.99
Direct Deposit	510001	-	510171	359,684.08
Payroll Checks	19111	-	19115	9,930.68
Direct Deposit	10001	-	10171	373,721.09
Total Paychecks/Direct Deposits paid				1,146,266.99
Total checks and wires for A/P & Payroll				2,978,300.81

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:
Des Moines/King County Conservation Futures
ILA amendment

- ATTACHMENTS:**
1. ILA Amendment E
 2. Interlocal Agreement (1990)

FOR AGENDA OF: January 10, 2019

DEPT. OF ORIGIN: Parks, Recreation and Senior
Services

DATE SUBMITTED: January 3, 2019

CLEARANCES:

- Community Development _____
- Marina _____
- Parks, Recreation & Senior Services SMLC
- Public Works _____

CHIEF OPERATIONS OFFICER: DSB

- Legal SG
- Finance _____
- Courts _____
- Police _____

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** [Signature]

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of an amendment to the current Suburban City Open Space Acquisition Projects Interlocal Agreement (ILA) with King County. The purpose of the amendment is to allow King County to expedite the Conservation Futures Award process, without requiring additional King County Council approval.

Suggested Motion

Motion 1: "I move to approve Amendment E to the Conservation Futures Interlocal Agreement between the City and King County, and authorize the City Manager to sign the Amendment substantially in the form as attached."

Background

In 1990, Des Moines and King County entered into an Interlocal Cooperation Agreement (Attachment 2) for the purpose of distributing Conservation Futures Levy Funds from the County to the City. Recently, the King County Council adopted Ordinance 18827, providing a method by which we can streamline amendments to our King County-City Conservation Futures Interlocal Cooperation Agreement (ILA) for future funding awards.

Under the current ILA, each time the King County Council approves a Conservation Futures tax levy (CFT) award to a city, both the city and County have to amend their ILA to reflect that new award before funds for acquisition project expenditures can be distributed.

The King County Council recently approved an Ordinance that authorized an amendment to this requirement. If a city adopts this proposed amendment, the ILA will no longer require County council and City Council approval for future ILA amendments to award funds. All other types of ILA amendments would still require council approval. Making this change is estimated to expedite the award process by 6-12 months.

The amendment also makes a minor change to Article VII to how amendments are referenced in the ILA to be consistent with the other amendment.

Discussion

All grant awards and funding from King County will still require City Council approval, however, approval of this Amendment will streamline that process at the County level. With the passage of this amendment, the new procedures can then be followed to make the next sequential ILA amendment authorizing distribution of Des Moines FY 2019 funding award of \$594,000 for the Van Gasken Property Waterfront Open Space.

Alternatives

Not adopt the amendment (not recommended)

Financial Impact

There is no financial impact other than the receipt of the funds will be timelier.

Recommendation

Staff recommends approval of the motion.

**AMENDMENT TO THE CONSERVATION FUTURES
INTERLOCAL COOPERATION AGREEMENT
BETWEEN KING COUNTY AND DES MOINES
FOR OPEN SPACE ACQUISITION PROJECTS**

Preamble

THIS AMENDMENT is entered into between the CITY OF DES MOINES and KING COUNTY, and amends and attaches to and is part thereof of the existing Interlocal Cooperation Agreement entered into between the parties on the 5th day of June, 1990, as previously amended.

The parties mutually desire to amend the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

Amendment 1: Article VIII. Other Provisions

The text in Section 8.2 is deleted in its entirety and replaced with the following:

The parties reserve the right to amend or modify this agreement. Amendments or modifications to disburse funds approved by the County Council must be by written instrument signed by the parties. Other amendments also must be approved by the respective City and County Councils.

Amendment 2: Article VII. Responsibilities of County

The first two sentences of this article are deleted and replaced with the following:

Subject to the terms of this agreement, the County will provide Conservation Futures Levy proceeds in the amounts and for the projects shown in Attachment A to this agreement and as well as in those amounts and for those projects shown in subsequent amendments to this agreement. The City may request additional funds; however, the County has no obligation to provide funds to the City for the Projects in excess of the total amounts shown in Attachment A and any subsequent amendments.

In all other respects, the terms, conditions, duties and obligations of both parties shall remain the same as agreed to in the Interlocal Cooperation Agreement as previously amended.

This document shall be attached to the existing Interlocal Cooperation Agreement, and shall become Amendment E.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

KING COUNTY

DES MOINES

Dow Constantine
King County Executive

Michael Matthias
City Manager

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Dan Satterberg
King County Prosecuting Attorney

Tim George
City Attorney

INTERLOCAL COOPERATION AGREEMENT BETWEEN KING COUNTY
AND THE CITY OF DES MOINES
SUBURBAN CITY OPEN SPACE ACQUISITION PROJECTS

THIS INTERLOCAL COOPERATION AGREEMENT is entered into between the CITY OF DES MOINES ("City") and KING COUNTY ("County").

Article I. Recitals

On September 21, 1989, the King County Council passed ordinance number 9128, which established a Conservation Futures Levy Fund and appropriated a total of \$2,900,000 in conservation futures levy proceeds to King County (\$1,100,000), the City of Seattle (\$1,100,000) and suburban cities (\$700,000).

Ordinance 9128 also established conditions for use of the Fund, including conditions covering allowable projects, costs and expenses.

The Open Space Citizens Advisory Committee has recommended an initial allocation of Conservation Futures funds from the Suburban City Open Space Acquisition Project following notification to the suburban cities that funds were available, provision of an opportunity for the suburban cities to respond and receipt by the committee of requests for funding, all pursuant to ordinance 8867.

The King County Council by motion number 7742 has approved the initial allocation and authorized the King County Executive to enter into interlocal cooperation agreements with the suburban cities in order to initiate the approved projects.

Pursuant to King County ordinance 9128, King County motion 7742, Washington Statute chapter 84.34 RCW and Washington Statute chapter 39.34, the parties agree as follows:

Article II. Definitions

1. Open Space

The term "open space" or "open space land" means (a) any land area so designated by an official comprehensive land use plan adopted by any city or county and zoned accordingly or (b) any land area, the preservation of which in its present use would (i) conserve and enhance natural or scenic resources, or (ii) protect streams or water supply, or (iii) promote conservation of soils, wetlands, beaches or tidal marshes, or (iv), enhance the value to the public of abutting or neighboring parks, forests, wildlife reserves, natural reservations or sanctuaries or other open space, or (v) enhance recreational activities, or (vi) preserve historic sites, or (vii) retain in its natural state tracts of land of not less than five acres situated in an urban area and open to public

use on such conditions as may be reasonably required by the legislative body granting the open space classification.

(2) Project.

The term "Project" means specific projects which meet open space criteria as described in King County ordinance 8867, section 1, and RCW 84.34.020 and which are attached to and incorporated by reference in King County ordinance number 9071 or added to the list of approved projects by the County.

(3) Conservation Futures.

The term "conservation futures" means developmental rights which may be acquired by purchase, gift, grant, bequest, devise, lease, or otherwise, except by eminent domain, and may consist of fee simple or any lesser interest, development right, easement, covenant, or other contractual right necessary to protect, preserve, maintain, improve, restore, limit future use of, or otherwise conserve open space land, all in accordance with the provisions of Washington statute chapter 84.34 and King County ordinance number 8867.

Article III. PURPOSE OF THE AGREEMENT

The purpose of this agreement is to create a cooperative arrangement between the City and the County relating to the Projects and to define the terms and conditions governing both parties' obligations created by this agreement.

Article IV. TERM OF AGREEMENT

This agreement shall be and continue in full force and effect and binding upon the parties hereto upon execution of the agreement by both parties. The term of the agreement shall be indefinite. The agreement will be terminated if the City is unable or unwilling (i) to expend the funds provided through this agreement, (ii) satisfy the matching requirements contained in this agreement and (iii) upon reimbursement by the City to the County of all unexpended funds provided by the County pursuant to this agreement in the manner and amounts described below.

Article V. CONDITIONS OF AGREEMENT.

Section 5.1 Project Description. Funds available pursuant to this agreement may be used only for Projects listed in attachment A, which is incorporated herein by reference, or such substituted Projects as may be approved by the County as set forth below. All County funded Projects must meet open space criteria as described in King County ordinance 8867, section 1, and Washington Statute chapter 84.34.020 RCW.

Section 5.2. Use of Funds. Funds provided to the City pursuant to this agreement as well as funds provided by the City as match pursuant to this agreement may be used only for expenses related to property acquisition. Those expenses include appraisals, title searches, negotiations, administrative overhead,

and the cost of actual acquisition or purchase options, all in accordance with the provisions of section 3 of Ordinance 9128. Funds utilized pursuant to this agreement may not be used to purchase land obtained through the exercise of eminent domain.

Section 5.3. Substitution/Deletion of Projects.

If the City does not proceed with the Projects described in Section 5.1 of this agreement, the City may reimburse the County all funds provided by the County less approved expenses previously incurred in good faith to acquire the property for open space, plus accrued interest earnings on the unexpended balance. Alternatively the City may submit specific requests for project reprogramming to the County for its approval. All projects proposed for reprogramming must meet open space criteria as described in King County ordinance 8867, section 1, and Washington statute 84.34.020 RCW, be submitted to and recommended by the County's Citizen oversight Committee or its successor and be approved by action of the King County Council. All reprogramming requests shall be submitted to the County's Department of Parks Planning and Resources.

Section 5.4 Eminent Domain. If any Project requires the exercise of eminent domain to acquire the property all funds provided pursuant to this argument plus accrued interest on such

funds shall be reprogrammed as provided in this agreement or repaid to the County.

Article VI. Responsibilities of the City.

Section 6.1 Matching Requirements. Any Project funded by Conservation Future Levy proceeds shall be supported by the City in which the Project is located with a matching contribution which is no less than the amount of Conservation Futures Levy funds allocated to the Project. This contribution may be in the form of cash, land trades with a valuation verified by an appraisal conducted by a MAI certified appraiser, or credits for other qualifying open space acquired on or after January 1, 1989. Any City match, other than cash, shall require County approval. County approval and County acceptance of the City's cash match will be transmitted in writing to the City by the Manager of the County's Office of Open Space or his successor in function.

If the Project involves two or more suburban cities, those cities shall determine the allocation of contributions to the matching requirements of this agreement, so long as the total match is no less than the amount of Conservations Futures Levy funds provided by the County.

Such contribution must be available within two years of the City's application for County funds to support Projects identified herein or approved substitute Projects.

If such commitment is not timely made, the County shall be released from any obligation to fund the Project in question, and the City shall reimburse the County all funds provided to the City pursuant to this agreement plus accrued interest on such funds. All such monies will be available to the County to reallocate to other approved Projects. By appropriate legislative action taken not more than 60 days following the effective date of this agreement, the City shall commit to contribute its required match.

Section 6.2. Project Description.

As part of the application to receive Conservation Futures Levy funds from the County, the City shall submit the following information concerning each project: (1) a narrative description of the project; (2) a description of the specific uses for Conservation Futures Levy funds in the Project; (3) a description of the means by which the City will satisfy the matching requirements contained in this agreement; and (4) if the City has more than 20,000 population, the City must certify that the Project is compatible with an approved open space master plan or its equivalent and provide such plan to the County.

Section 6.3. Reporting.

All funds received pursuant to this agreement and accrued interest therefrom will be accounted for separately from all other City

funds, accounts and monies. Until the property described in the Project is acquired and all funds provided pursuant to this agreement expended, the City shall provide quarterly written reports to the County within 30 days of the end of each relevant time period. The quarterly report shall contain the following information: (a) an accounting of all cash expenditures and encumbrances in support of the Project; (b) the status of each Project and any changes to the approved time line; and (c) other relevant information requested by the County for the purpose of determining compliance with this agreement.

Following acquisition of the property and expenditure of all funds provided pursuant to this agreement, the City shall provide the County annual reports, within 90 days of the end of each calendar year, which reports shall specify any change in the status of the Project during the prior year and any change in the status of the Project which the City reasonably anticipates during the ensuing year. All such reports shall be submitted to the County's Department of Parks, Planning and Resources.

Section 6.4 - Disposition of Remaining Funds.

It is anticipated that Open Space Bond funds will be available for Projects identified in this agreement. If allocation of Conservation Futures levy funds to such Projects produces an excess of revenues over the approved cost of the Projects, then as to such excess funds, the City will (i) reprogram such excess funds as set forth in this agreement, or

ii) justify to the County's satisfaction that such excess funds are necessary to complete the Project, or iii) repay such excess funds to the County.

If the City does not expend all funds provided through this agreement and no substitute project is requested or approved as to the excess funds, such funds shall be refunded to the County. For purposes of this section, "funds" shall include all monies provided by the County plus interest accrued by the City on such monies.

Section 6.5. Maintenance in Perpetuity

The City, and any successor in interest, agree to maintain properties acquired with funds provided pursuant to this agreement as open space in perpetuity. If the City changes the status or use of properties acquired with funds provided pursuant to this agreement to any other purpose, the City shall pay the County an amount in cash to be mutually determined or substitute other property acceptable to the County. In either case, the value of the property shall be established at the time of the change in status or use, based on the changed status or use and not based on its value as open space.

At its own cost, the City will provide the County an independent M.A.I. appraisal in accordance with this section. The value established by the appraisal will not be binding on the County. The City shall provide the County with written notice prior to the change of use and shall reimburse the County within

90 days of such notification. Reimbursement not received within 90 days will accrue interest at the then legal rate.

Article VII. Responsibilities of County

Subject to the terms of this agreement, the County will provide Conservation Futures Levy funds in the amount shown in attachment A. The City may request additional funds; however, the County has no obligation to provide funds to the City in excess of the amount shown in attachment A. The County assumes no obligation for future support of the Projects described herein except as expressly set forth in this agreement.

Article VIII Other Provisions

Section B.1. Hold Harmless and Indemnification.

A. The County assumes no responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of the City, its employees, contractors or others by reason of this agreement. The City shall protect, indemnify and save harmless the County, its officers, agents and employees from any and all claims, costs and losses whatsoever occurring or resulting from (1) the City's failure to pay any compensation, wage, fee, benefits or taxes; and (2) the supplying to the City of work, services, materials or supplies by City employees or agents or other contractors or suppliers in connection with or in support of performance of this agreement.

B. The City further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception, which occurs due to the negligent or intentional acts or failure for any reason to comply with the terms of this agreement by the City, its officers, employees, agents or representatives.

C. The City shall protect, defend, indemnify, and save harmless the County from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the City, its officers, employees or agents. For purposes of this agreement only, the City agrees to waive the immunity granted it for industrial insurance claims pursuant to Washington statute chapter 52 to the extent necessary to extend its obligations under this paragraph to any claim, demand or cause of action brought by or on behalf of any employees, including judgments, awards and costs arising therefrom including attorneys' fees.

Section 8.2 - Amendment.

The parties reserve the right to amend or modify this agreement. Such amendments or modifications must be by written instrument signed by the parties and approved by the respective City and County councils.

Section 7.3 - Contract Waiver.

No waiver by either party of any term or condition of this agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provision of this agreement. No waiver shall be effective unless made in writing.

Section 7.4 - Entirety.

This agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated are excluded. This agreement merges and supercedes all prior negotiations, representations and agreements between the parties relating to the projects and constitutes the entire agreement between the parties. The parties recognize that time is of the essence in the performance of the provisions of this agreement.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below.

KING COUNTY

CITY OF DES MOINES

Jesus Sanchez FOR
TIM HILL
King County Executive

By: Greg Prothman
GREG PROTHMAN
City Manager

Date: JUN 05 1990
Acting under authority of
authority of motion number
7742

April 13, 1990
Date:
Acting under authority of Motion of
the Council No. 4/12/90

Approved as to form:
Robert J. Stein
NORM MALENG
King County Prosecuting Attorney

ATTACHMENT A
 INTERLOCAL COOPERATION AGREEMENT
 SUBURBAN CITY OPEN SPACE
 ACQUISITION PROJECTS

1206

EXHIBIT C. SUBURBAN CITY PROJECTS (1989-94)

Name	City	Fiscal Year												Total			
		1989-90	1990-91	1991-92	1992-93	1993-94	1994-95	1995-96	1996-97	1997-98	1998-99	1999-00	2000-01				
Wille R. Adelard Mills	Albion	1,000,000															1,000,000
Beaver Slough	Bellevue	4,100,000															4,100,000
Kelsey Creek	Bellevue	1,500,000															1,500,000
LA Hills Greenbelt	Bellevue	500,000															500,000
Jones LA Trail	Bellevue	400,000															400,000
Bohler Landing	Bellevue	700,000															700,000
Paradise Open Space	Bozeman	100,000															100,000
H. Hilday Park	Bozeman	100,000															100,000
Des Moines Cr. Trail	Bozeman	200,000															200,000
Coqualaine R. Trail	Bozeman	200,000															200,000
Hyaleon Park Addition #1	Bozeman	700,000															700,000
Hyaleon Park Addition #2	Bozeman	1,000,000															1,000,000
SA 352 between 22 & 18 SW	Bozeman	1,000,000															1,000,000
Spring Valley	Bozeman	1,000,000															1,000,000
Northside/Labette	Bozeman	1,000,000															1,000,000
Central Park Addition	Bozeman	1,000,000															1,000,000
Conner Run Access	Bozeman	1,000,000															1,000,000
Spaulding/Cr. Tr	Bozeman	1,000,000															1,000,000
Erma R. Corridor	Bozeman	1,000,000															1,000,000
LA Francis Tr	Bozeman	1,000,000															1,000,000
Juanita Bay Bq	Bozeman	1,000,000															1,000,000
Toker LA	Bozeman	1,000,000															1,000,000
Houghton Beach Access	Bozeman	1,000,000															1,000,000
Herring Park Access	Bozeman	1,000,000															1,000,000
Laber Forest Park Open Space	Bozeman	1,000,000															1,000,000
First Hill Park & Trail	Bozeman	1,000,000															1,000,000
Mercedale	Bozeman	1,000,000															1,000,000
3rd R. Greenbelt	Bozeman	1,000,000															1,000,000
Hillier Creek	Bozeman	1,000,000															1,000,000
Tollgate Park	Bozeman	1,000,000															1,000,000
Beaver River Trail	Bozeman	1,000,000															1,000,000
Older River Trail	Bozeman	1,000,000															1,000,000
Honey Creek Trail	Bozeman	1,000,000															1,000,000
Springbrook Trail	Bozeman	1,000,000															1,000,000
Lake Park Interfront	Bozeman	1,000,000															1,000,000
North Star Park	Bozeman	1,000,000															1,000,000
Hyaleon Hill Greenbelt	Bozeman	1,000,000															1,000,000
Duane/O'Brien & Lott	Bozeman	1,000,000															1,000,000
Nacurus Pond	Bozeman	1,000,000															1,000,000
Hagle Tree	Bozeman	1,000,000															1,000,000
Scotchgate	Bozeman	1,000,000															1,000,000
Greenwood	Bozeman	1,000,000															1,000,000
Clerk Lake	Bozeman	1,000,000															1,000,000
Interurban Trail	Bozeman	1,000,000															1,000,000
Black River Wetland	Bozeman	1,000,000															1,000,000
Lead Sale Expenses	Bozeman	1,000,000															1,000,000
Total		24,300,000	0	5,324,707	7,537,500	4,815,304	5,221,235	4,222,379	3,444,564	621,464	204,464	629,735	627,669	319,669	24,300,000		

PORTION OF KING COUNTY ORDINANCE 9071

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Resolution No. 18-145,
Authorizing Staff to Apply for and Accept a
Washington State Boating Facilities Program
Grant for Improvements at the Redondo Boat
Ramp.

ATTACHMENTS:

1. Draft Resolution No. 18-145
2. Draft Project Agreement

FOR AGENDA OF: January 10, 2019

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: December 27, 2018

CLEARANCES:

- Community Development
- Marina *SW*
- Parks, Recreation & Senior Services
- Public Works

CHIEF OPERATIONS OFFICER: DJS

- Legal *TO*
- Finance *AW*
- Courts
- Police

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation

This purpose of this agenda item is to authorize the City Manager or his designee to apply for a grant from the State's Boating Facilities Program through the Recreation and Conservation Office (RCO), to help fund the purchase of new boarding floats and other improvements at the Redondo Boat Launch; and to authorize the City Manager to act as a representative/agent for the City with full authority to bind the City regarding all matters related to the project agreement with the State, if the grant should be approved. The following motion will appear on the consent calendar:

Suggested Motion:

Motion: "I move to adopt Draft Resolution 18-145, authorizing administration to apply for a Boating Facilities Grant in the amount of approximately \$250,000 for improvements at the Redondo Boat Ramp, and authorize the City Manager to sign the State's Project Agreement for the grant, if the grant application is successful."

Background

King County originally built the boat launching ramp in Redondo in 1980. In 1996 the City acquired the ramp as part of the Woodmont/Redondo annexation. In 2002, the City, with the help of a \$750,000 grant from the State's Boating Facilities Program rebuilt the parking lot, added another float string to the south side of the launch ramp, and installed steel guide pile for the float strings on both sides of the ramp. The total cost of that project was about \$1.2 million dollars.

Discussion

After the 2002 project was completed, the Marina staff built and replaced most of the boarding floats on the north side of the launch ramp that were installed by King County in 1980. At this time, both float strings are near the end of their useful life. Individual floats in the strings vary from 18 to 40 years old. Most of the steel hinge connections between the floats are worn to the point of being unserviceable. The worn hinges allow too much movement between the individual floats and as a result the float strings do not stay level and are unstable even in mild wind/wave conditions. The worn hinges allow too much vertical movement between the floats which can create pinch-points for users. The existing floats are constructed of heavy timbers, most of which are in fair to poor condition, and could be retro-fitted with new hinge connections. However, the cost of dismantling them, installing new hardware, and re-assembling them would exceed the cost of building new floats.

To accommodate the dimensions of the new float string, the existing wood/concrete approach to the north float string needs to be demolished and a new all-concrete approach poured in-place. The new approach would allow the new float string to lay 3 feet closer to the guide pile which would increase the width of the ramp by that amount.

This project is a priority because the ramp averages about 4,000 launches per year and is the primary launch point for boaters who want to access recreational fishing opportunities from Three Tree Point to Dash Point. The parking revenues from the Redondo Facility average \$70-80,000 per year and of that amount, 25-30% of that revenues comes from trailer boaters who use the ramp to launch and retrieve their boats.

RCO will not consider an application complete and will not award a grant without a Resolution of the City Council. While an applying organization may use their preferred formatting, the text of the Resolution is mandatory and cannot be changed from the text provided by RCO. Draft Resolution 18-145 contains the mandatory language.

Alternatives

The City Council may decline to adopt the Draft Resolution, which would eliminate the project from consideration for the RCO grant.

Financial Impact

The current estimate for the total cost of the project is approximately \$370,000. If awarded, the Boating Facilities Program grant would pay of 74% of the total project, or about \$274,000. The City's share would be approximately \$96,000. This project is budgeted for \$110,000 in the City's 2019 Capital Improvement Plan. If the Draft Resolution does not pass, the City will not be eligible for the RCO grant and the City would have to find alternative funding sources or not make the improvements at the Redondo Boat Ramp.

Conclusion

N/A

Recommendation

Staff recommends that the Council adopt Draft Resolution 18-145 as written.

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DRAFT RESOLUTION NO. 18-145**A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON.****Recreation and Conservation Office
Applicant Resolution/Authorization**

Organization Name (sponsor): CITY OF DES MOINES, WASHINGTON

Resolution No. :

Project(s) Number(s), and Name(s): 18-2256 DEV, REDONDO BOAT RAMP: UPGRADES & DEVELOPMENT

This resolution/authorization authorizes the person identified below (in section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."

2. Des Moines City Manager Michael Matthias is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).

3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's WEBSITE at: <https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.

5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.

6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.

7. Our organization further understands that prior to our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the

indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.

8. 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.

9. Our organization acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.

10. [Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization 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 matching share commitments to this project should they not materialize.

11. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.

12. [Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor.

13. [Acquisition Projects Only] Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the project agreement, or authorized in writing by the Office Director.

14. [Development, Renovation, Enhancement, and Restoration Projects Only - If your organization owns the property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.

15. [Development, Renovation, Enhancement, and Restoration Projects Only - If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the project agreement or an amendment thereto.

16. [Only for Projects located in Water Resources Inventory Areas 1 - 19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

17. This resolution/authorization is deemed to be part of the formal grant application to the Office.

18. Our organization warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This application authorization was adopted by our organization during the meeting held:

Location: Des Moines City Hall, 21630 11th Ave S, Des Moines, Washington.

Date: January 10, 2019

Signed and approved on behalf of the resolving body of the organization by the following authorized member(s):

M A Y O R

D A T E

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

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Original Application

Scope-of-Work:

- Demolish and replace concrete and timber approach to north float string.
- Build new float to replace last original float
- Rebuild and re-mount north float string pile hoops to get rid of off-set.
- Replace four hinge sets.
- Replace 7 hinge sets on South float string

Total project Cost - \$280,621
 City Match - \$ 70,156

Pro

- Proven design for floats and hinge connectors – Use same plans and save on engineering costs

Con

- Even the new floats are about half way through their life-cycle. Connector plates will fail first.
- Taking the floats apart to replace hinges and re-mount pile hoops will be labor intensive and expensive.
- Unknown amount of damage to ends of floats. Could have expensive change orders.

Revised Application

Scope-of-work

- Demolish and replace concrete and timber approach to north float string.
- Build and install two new float strings

Total Project Cost - \$358,871
 City Match - \$ 93,306

Pro

- Re-start maintenance and life-cycle clock

Con

- Less robust design – Could narrow the window when floats can be deployed

Natural Resources Building
P.O. Box 40917
Olympia, WA 98504-0917
1111 Washington St. S.E.
Olympia, WA 98501



(360) 902-3000
TTY: (360) 902-1996
Fax: (360) 902-3026

E-mail: Info@rco.wa.gov
Web site: www.rco.wa.gov

STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE

January 2018

Hello:

The following project agreement is the contract a sponsor of a funded project and the Recreation and Conservation Office (RCO) will sign to guide and govern project implementation and obligations that extend after the contract has ended. RCO does not negotiate project conditions. This agreement was revised in January 2018. RCO suggests that all potential sponsors read and understand the terms of the agreement. A few considerations are below:

- The first three pages of the agreement are dependent upon your project type and grant category. Once you have a funded project, specific information on these pages will auto-populate based upon answers you provided in your application.
- The remaining pages of the agreement are the Standard Terms and Conditions, which are the same across all funded projects. There may be sections of the Standard Terms and Conditions that do not apply to your proposal based upon the type of project you are conducting and the funding you are receiving. For example, Section 22 is entitled PROVISIONS FOR BOATING PROJECT GRANTS and only would apply to your proposal if it was a project that supported recreational boating.

If you have questions as you review the agreement, please contact your assigned RCO outdoor grants manager.

Thank you.

RCO



Project Number:
USFS Number:



Project Sponsor:

Project Number:

Project Title:

Approval Date:

A. PARTIES OF THE AGREEMENT

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the 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

D. PERIOD OF PERFORMANCE

The period of performance begins on (project start date) and ends on (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 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 F: Long-Term Obligations.

E. STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Project Agreement are hereby incorporated by reference as part of this Agreement.

F. LONG-TERM OBLIGATIONS

G. PROJECT FUNDING

The total grant award provided by the funding board for this project shall not exceed \$. 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:

	<u>Percentage</u>	<u>Dollar Amount</u>	<u>Source of Funding</u>
Project Sponsor			
Total Project Cost			

H. FEDERAL FUND INFORMATION

I. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict 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 definitions of the Standard Terms and Conditions.

Project Number:

USFS Number:

J. AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of this Agreement will be effective unless provided in writing signed by all parties. Extensions of the period of performance and minor scope adjustments consented to in writing (including email) by the Sponsor need only be signed by RCO's director or designee, unless otherwise provided for in another agreement a Sponsor has with the RCO. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so, and such signature shall be binding on the Sponsor if the representative/agent signing has been authorized to do so by Applicant Resolution/Authorization provided to the RCO and such Applicant Resolution/Authorization has not been withdrawn by the governing body in a subsequent resolution.

Any amendment to this Agreement, unless otherwise expressly stated, shall be deemed to include all current federal, state, and local government laws and rules, and funding board policies applicable and active and published in RCO manuals or on the RCO Website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

K. 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 policies published in RCO manuals or on the RCO Website as exist on the effective date of this Agreement and any amendments to this Agreement. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

L. SPECIAL CONDITIONS**M. 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:

Email:

Natural Resources Building

PO Box 40917

Olympia, Washington 98504-0917

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

N. 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.

O. EFFECTIVE DATE

This Agreement, for project , 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.

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The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE PROJECT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

By: _____

Date: _____

Name: (printed) _____

Title: _____

By: _____

Date: _____

Pre-approved as to form:

By: _____

Date: _____

Assistant Attorney General

Project Number:

USFS Number:

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Standard Terms and Conditions of the Project Agreement

Project Sponsor:

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Approval Date:

SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- 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 "Funding Board Project Agreement" accepted by all parties to the present transaction, including without limitation these Standard Terms and Conditions of the Project Agreement, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Funding Board 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.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

Boating Infrastructure Grant (BIG) – A program administered through the United States Fish and Wildlife Service.

C.F.R. – Code of Federal Regulations

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

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conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

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.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

enhancement project – 1) A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site, or 2) a project that (i) supports hatchery reform to improve hatchery effectiveness to minimize impacts to wild fish populations, (ii) ensures compatibility between hatchery production and salmon recovery programs, or (iii) supports sustainable fisheries (WAC 420.04.010).

equipment – Tangible personal property (including information technology systems) having a useful service 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 or 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.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

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)).

long-term compliance period – The period of time after the project end date or end of the period of performance (depending on the project types and grant program). During this period, the Sponsor has continuing obligations under the Agreement. This period may have a nonspecific end date (in perpetuity) or an expressly specified number of years.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and applicable regulations and policies.

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 recreation or salmon recovery.

maintenance and operation – A project that maintains and operates existing areas and facilities through repairs, upkeep, and routine services 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.

monitoring project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

monitoring and research project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

Office – Means the Recreation and Conservation Office or RCO.

notice of grant – As required by RCO or another authority, a document that has been legally recorded in the county or counties where the project property is located that describes the grant funded project located on the property, the funding sources, and agencies responsible for awarding the grant.

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 period beginning on the project start date and ending on the project end date.

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.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. This administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

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 area, RCFB – A geographic area that delineates a grant assisted site which is subject to project agreement requirements (WAC 286.04.010).

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project area, SRFB – The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project (WAC 420.04.010).

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)).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

research project – Means a project that studies salmon and the effectiveness of recovery restoration efforts on the population or habitat condition.

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 current 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.

restoration and enhancement project – A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting fish stocks.

RCFB – Recreation and Conservation Funding Board

RCW – Revised Code of Washington

Recreational Trails Program (RTP) – A Federal Highways Administration grant program.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

SRFB – Salmon Recovery Funding Board

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subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any 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 or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, 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 G: Project Funding.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an 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)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

useful service life – Period during which an asset or property is expected to be useable for the purpose it was acquired, developed, renovated, and/or restored per this Agreement.

WAC – Washington Administrative Code.

SECTION 2. PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, 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.

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, 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 and long-term obligations unless otherwise stated in this Agreement.

The RCO has no responsibility for reviewing, approving, overseeing or supervising design or construction of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO will act only to confirm at a general, lay, and nontechnical level, solely for the purpose of compliance and payment and not for safety or suitability, that the project has apparently been completed as per the Agreement.

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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 in connection with this Agreement (including without limitation all work or activities thereunder), 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/or agents 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 methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, 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 the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the 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.

As part of its obligations provided above, 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 funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, 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 Section 30B.

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.

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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

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- 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. Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. 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 or other jurisdiction which affect wages and job safety. The Sponsor agrees when state 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.
 - 1. Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130).** If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

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- D. Archaeological and Cultural Resources.** 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 Governor's Executive Order 05-05 or the National Historic Preservation Act before and after initiating ground-disturbing activity or construction, repair, installation, rehabilitation, renovation, or maintenance work on lands, natural resources, or structures. 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.
- E. 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.
- F. 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 Washington State Department of Labor and Industries' "Debarred Contractor List."

SECTION 9. RECORDS

- A. Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. 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.

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- C. 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.
- D. 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. 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 and/or the salmon recovery funding board per WAC 420. 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-Agreement costs before the federal award date in Section H: FEDERAL FUND INFORMATION 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

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- A. Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary 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 G: 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. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. Reimbursement Request Frequency.** The primary Sponsor is 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 and other agreements between RCO and the Sponsor.
- D. Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement 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;
 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 and media 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;
 8. Fiscal transactions are complete, and
 9. RCO has accepted a final boundary map, if requested by RCO, for which the Agreement terms will apply in the future.
 10. Notice of Grant (if applicable) filed with the county lands records office and a stamped copy received by RCO
- 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, can 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;

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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 H: 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.
- 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.

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- C. Requirements for Federal Subawards.** RCO, acting as a pass-through entity, 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 FEES) AND USE OF INCOME

RCFB Projects. See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

A. Income.

- 1. Farm and Forest Account (Farmland and Forestland Preservation Grants).** Excepted from this section is income generated and fees paid on/for properties which received funds from the Farm and Forest Account (RCW 79A.15.130).
- 2. Firearms and Archery Range Recreation Projects.** Excepted from this section are safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).
- 3. 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 and any policies adopted by the RCFB or SRFB.

- B. Use of Income.** Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) during or after the reimbursement period cited in the Agreement, must 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;
5. Capital expenses for similar acquisition and/or development and renovation; and/or
6. Other purposes explicitly approved by RCO

- C. 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:

1. Grant program laws, rules, policies, and funding board policies;

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2. Value of any service(s) furnished;
3. Value of any opportunities furnished; and
4. Prevailing range of public fees in the state for the activity involved.

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 the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. 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;
3. Specify in the notice the general procedure and criteria for selection; and
4. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
5. Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

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 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 AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in published funding board policies, or approved by RCO in writing.

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- A. Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.
- C. Requirements for Federal Subawards.** Except in the RTP, procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at 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 Federal Award Identification Number), 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.**
1. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.
 2. Sponsor may be required to pay prevailing wage rates as required by the Davis Bacon Act as amended.

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, long-term obligations, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure as described in Section 23.C: 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

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Sponsor agrees to perform monitoring and stewardship functions as stated in funding board policy, this Agreement, or as otherwise directed by RCO consistent with existing policies. 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. 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.**
1. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director; and
 2. During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- 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 FOR BOATING PROJECT GRANTS

If requested by RCO, or required per state or federal law or rule with respect to any project or project element that supports recreational boating, Sponsor shall manage the project or project element per federal rules to include 2 C.F.R. Part 200, and place a United States Coast Guard (or other federal agency) logo and funding program information at the project site.

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SECTION 23. 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. Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted by the board and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration (WAC 286.13.130). It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
- B. Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
1. 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 of the board or RCO.
- C. Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure (such as landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement and determines the long-term compliance period unless otherwise approved by the board.
- D. 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."
- E. Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009; "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 24. PROVISIONS APPLYING TO ACQUISITION PROJECTS

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The following provisions shall be in force only if the project described in this Agreement is an acquisition project (including projects with any acquisition component):

- 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 Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO 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 funding board 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, access, and/or use the property for public purposes consistent with the funding source and project agreement. See WAC 286 or 420. 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 to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. 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.
- 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, and applicable regulations and procedures of the federal agency implementing that Act.

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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, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with Section 8.D Archeological and Cultural Resources.
- 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(13), 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 the State 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, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.
- 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 25. LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Long-Term Obligations of RCFB Projects.** Sponsor shall comply with WAC 286-13-160, 170, and 180.
- B. **Long-Term Obligations of SRFB Projects.** Sponsor shall comply with WAC 420.

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- C. Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by policy, program rules, or this Agreement, or approved in writing by RCO or the funding board, RCO requires that the project area continue to function as intended after the period of performance in perpetuity.
- D. Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. Also see WAC Title 286 or 420 and applicable policies. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policy or unless a transfer or change in use is approved by the funding board through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon this Agreement, applicable law and RCFB/SRFB policies.

For acquisition projects that are expressly term limited in the Agreement, such as one involving a lease or a term-limited restoration, renovation or development project or easement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided in this Agreement, by funding board policy, other RCO approved written documents, or required by applicable state or federal law.

When a conversion has been determined to have occurred, the Sponsor is required to remedy the conversion per established funding board policies, and the board or RCO may pursue such remedies as are allowed by law and board policies, and/or this Agreement.

SECTION 26. 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.** Unless otherwise specifically provided for in the Agreement of funding board policies, and in compliance with applicable statutes, rules, and funding board policies, facilities must be open and accessible to the general public, and must:

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1. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, 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 amended and updated.
2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
3. Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals, by a decision of the board, or by RCO in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

SECTION 27. RECORDED NOTICE OF GRANT

At the request of RCO, Sponsor shall record a notice of grant on the property and shall submit to the RCO a recorded and registry stamped copy of such notice. The purpose of the notice of grant is to ensure that the present and future use of the facility is and shall remain subject to the terms and conditions described in this Agreement. The notice of grant shall be in a format specified by RCO.

SECTION 28. 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 before 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, and transfer all property and assets to the successor. 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. Maintain sites or facilities open to the public and may not limit access to members.

SECTION 29. 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 H: FEDERAL FUND Information:

- A. **Sub-Recipient** (Sponsor) must 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 to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. **Binding Official.** Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

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C. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 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. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, paragraph C.

1. **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as 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.
2. **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as 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.

D. 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. 3141-3148) 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 H: 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 H: Federal Fund Information.

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- E. 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.

- F. 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 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.
- G. 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 H: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).
- H. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. 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.

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- I. **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.
- J. **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)).
- K. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Sponsor must not award a contract 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.
- L. **Conflict of Interest.** Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

SECTION 30. PROVISIONS FOR BOATING INFRASTRUCTURE GRANTS

- A. **Use of Sport Fish Restoration Logo.** Per 50 CFR 86 Sec 75 and 76, the user of the logo must indemnify and defend the United States and hold it harmless from any claims, suits, losses, and damages from; any allegedly unauthorized use of any patent, process, idea, method, or device by the user in connection with its use of the logo, or any other alleged action of the user; and any claims, suits, losses, and damages arising from alleged defects in the articles or services associated with the logo. No one may use any part of the logo in any other manner unless the United States Fish and Wildlife Service's Assistant Director for Wildlife and Sport Fish Restoration or Regional Director approves in writing.

SECTION 31. 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 carries, 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 people 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.
- 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.

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- 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 F. LONG-TERM OBLIGATIONS.
- 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 32. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY

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" of the LWCF are 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 33. PROVISIONS FOR FARM AND FOREST ACCOUNT PROJECTS (FARMLAND AND FORESTLAND PRESERVATION PROJECTS ONLY)

The following sections will not apply to Farmland and Forestland Preservation Projects if covered separately in a recorded RCO approved Agricultural Conservation Easement, or Forest Conservation Easement (or other method):

- A.** Section 15 - Income and Income Use;
- B.** Section 19 - Stewardship and Monitoring;
- C.** Section 21 - Acknowledgement and Signs;
- D.** Section 24 -- Provisions Applying To Acquisition Projects, Sub-sections D, F, and G;
- E.** Section 25C -Perpetuity; and
- F.** Section 26 -- Construction, Operation, Use and Maintenance of Assisted Projects.

SECTION 34. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY

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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 Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

SECTION 35. 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 in part or wholly 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.** GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award. In addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements," if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.
- B. **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.
- C. **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.
- D. **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.
- E. **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 that 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.
- F. **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.

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"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."

The 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.

The 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.

- G. Lobbying.** The chief executive officer of this recipient agency (Sponsor) 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 recipient (Sponsor) shall abide by its 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 United States, 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.

- H. 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.
- I. Disadvantaged Business Enterprise Requirements.** The 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.
- J. 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 purchase or agreement and are as follows:

Purchased Goods 8% MBE 4% WBE

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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 people 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.

K. 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 also can answer any questions.

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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.

L. Procurement involving an EPA Financial Assistance Agreement. Pursuant to 40 C.F.R. § 33.301, the Sponsor agrees to make the following six 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.

M. 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.

The chief executive officer of this Sponsor agency 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 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:

1. Certification Regarding Lobbying, EPA Form 6600-06:
http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf
2. Disclosure of Lobbying Activities, SF LLL: http://www.epa.gov/ogd/AppKit/form/sfillin_sec.pdf

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

- N. 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 his/her normal travel reimbursement practices).

Subagreements with firms for services that 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.

- O. 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.
- P. International Travel (Including Canada).** All International Travel must be approved by the US Environmental Protection Agency's Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.
- Q. Unliquidated Obligations (ULO).** Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

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 a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

1. Federal law and binding executive orders;
2. Code of federal regulations;
3. Terms and conditions of a grant award to the state from the federal government;
4. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
5. State law (constitution, statute);

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6. Washington Administrative Code;
7. Funding board or RCO policies.

SECTION 37. LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate by writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

SECTION 38. 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 as an amendment to the original Agreement.

SECTION 39. 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 40. 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 and/or enforcement of long-term obligations. 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, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

SECTION 41. TERMINATION AND SUSPENSION

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.

1. The funding board or the director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a. If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b. 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; or
 - c. If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;

Project Number:

USFS Number:

2. Prior to termination, the RCO or the funding board shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director or board approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
 3. RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.
- B. 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 when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination . A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:
1. The Sponsor was not in default; or
 2. Failure to perform was outside Sponsor's control, fault or negligence.
- C. Rights of Remedies of the RCO.**
1. The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
 2. In the event this Agreement is terminated by the funding board or director , 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. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.
- D. 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 .
1. **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

SECTION 42. DISPUTE HEARING

Project Number:

USFS Number:

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 43. 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 44. 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; otherwise venue shall be in a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington .

SECTION 45. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR

In the cases where this Agreement is between the funding board (which includes the State of Washington for purposes of this Agreement) and a federally recognized Indian Tribe, the following terms and conditions apply, but only between those parties:

Project Number:

USFS Number:

- A.** Notwithstanding the above venue provision, if the State of Washington intends to initiate legal action 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 an action 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 action in federal court, otherwise the State may sue the Tribe in the Thurston County Superior Court, or such other superior court where venue is proper, if not proper in Thurston County. 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 State may bring suit in Thurston County Superior Court or such other superior court where venue is proper, if not proper in Thurston County.
- B.** Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such actions under subsection A above, shall be binding and enforceable on the parties. Any money judgment or award against a Tribe, tribal officers, or employees, or the State of Washington, its agencies, or its officers and employees may exceed the amount of funding awarded under this Agreement.
- C.** As requested by RCO, the Tribe shall provide to RCO its governing requirements and procedures for entering into Agreement with RCO and waiving its sovereign immunity. In addition, the tribe shall provide to RCO all authorizations the Tribe requires to authorize the person(s) signing the Agreement on the Tribe's behalf to bind the Tribe and waive the Tribe's sovereign immunity as provided herein.
- D.** The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purposes of allowing the State to bring and prosecute to completion such actions relating to the performance, breach, or enforcement of this Agreement as provided in subsection A above, and to bring actions to enforce any judgment arising from such actions. 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 funding board, the RCO, and any other state agencies as the term "agency" is broadly understood to include, but not be limited to, departments, commissions, boards, divisions, bureaus, committees, offices, councils, societies, etc.

SECTION 46. 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.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Capital Improvement Projects:
Update and Discussion

ATTACHMENTS:

1. None

FOR AGENDA OF: January 10, 2019

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: January 4, 2019

CLEARANCES:

- Community Development DMC
 Public Works PMC
 Marina DMC
 Parks, Recreation & Senior Services N/A

CHIEF OPERATIONS OFFICER: DSS

- Legal TB
 Finance Baw
 Police N/A
 Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation:

The purpose of this agenda item is to provide the Council a brief update on various projects in the Capital Improvement Plan (CIP), and facilitate a discussion on relative project priorities. No motion is suggested at this point. Staff will be seeking general direction from the Council on January 10, and will return to the Council on January 24, 2019 with suggested modifications to the 2019 capital budget.

Background

The 2019-2024 CIP was adopted by the City Council on July 26, 2018 (Resolution 1390). The 2019 Capital Budget was subsequently adopted by the Council on November 8, 2018 (Ordinance 1710). Since the adoption of the 6-year CIP, and the 2019 capital budget a number of economic and resource dynamics have occurred that are having an impact on planned projects. As staff has reevaluated available resources, a discussion with the Council is needed in order to reprioritize projects in the adopted capital budget.

Discussion:

There are a number of local, state, national, and international factors that are impacting our ability to deliver the projects in the City's 2019 capital budget.

Without question (no matter which side of the aisle you are on) decisions in Washington DC are impacting the economy in both positive and negative ways. Political decisions in one area, have often resulted in unintended economic impacts in other areas. For example, the China Sword situation related to recycled materials. Steel tariffs is another. There are many others.

Other factors closer to home have also impacted the cost of public works projects. Decisions in Olympia, such as the recent modifications to the prevailing wage laws for landscaping services made by the Washington State Department of Labor and Industries (L&I), have tripled the cost of those services on capital projects.

The demand (locally, nationally, and internationally) for construction materials, like steel and concrete, has increased dramatically in the last several years, putting strain on the availability and supply of those materials. The result is that the cost of those resources goes up, exponentially in some cases. We are seeing the cost of steel increase at a rate of 10% annually.

In addition, the economic boom in the Puget Sound region has placed an inordinate amount of pressure on the availability of labor, especially skilled labor. The building boom in Seattle, coupled with several mega-transportation projects have driven costs for skilled labor to a premium. In some cases, skilled labor simply is not available. With the commencement of construction on the Sound Transit Federal Way Link Extension (FWLE) Project, and construction on the WSDOT Puget Sound Gateway Project (SR 509 and SR 167) both starting this year, and continuing for the next 5 to 6 years, it does not appear that this will change anytime in the foreseeable future, especially for public works related projects. Not only is this impact being felt in the construction trades, it is also impacting the availability of engineers, planners, and inspectors.

Financial Impact:

The City recently opened bids for the South 216th Street – Segment 3 project. While the apparent low bid is very close to the Engineer’s Estimate, the project will be more expensive than originally anticipated and budgeted. Being aware of the larger economic dynamic indicated above, the Administration anticipated this even before the project was advertised for bids, and developed a number of potential counter measures.

Staff will present a series of options to the Council, and seek direction:

- 1) Related to relative project priorities in the capital project budget, and
- 2) Specifically related to the South 216th Street Project.

Alternatives:

None.

Concurrence:

Community Development, Public Works, Marina, Legal and Finance Departments concur.

CONGRATULATIONS!

PEOPLE LOVE DES MOINES MARINA ON YELP!

2018



Handwritten signature of Jeremy Stoppelman.

JEREMY STOPPELMAN
CEO, YELP



"PEOPLE LOVE US ON YELP"
2018

CONGRATULATIONS!



PEOPLE LOVE DES MOINES MARINA ON YELP!

Dear Des Moines Marina,

Congratulations! We're proud to recognize all of the positive reviews and ratings Des Moines Marina has earned in the last year—with a 4.29 out of 5 star rating and 21 reviews. The Yelp community clearly loves Des Moines Marina!

In recognition of your achievements, we're presenting you with the 2018 "People Love Us On Yelp" Sticker, which is only awarded to the most highly rated and best reviewed businesses on Yelp. Display it on a door, window, or other high-traffic area to show current and potential customers that:

- + Your business can be found on the world's largest review site
- + Your business is highly rated by the Yelp community
- + You value customer feedback and encourage engagement with your business

Yelp connects millions of people with great local businesses all over the world, and you're a huge part of our success. So thank you for your continued efforts to provide such great service to the community. Congratulations again—you've earned it!—and we look forward to working with you in the year ahead.

Best Wishes,

YOU HAVE TWO MINUTES.

THE BRIEFING PROJECT

We are in production! Just like this website. The Briefing Project is a documentary blending investigative journalism, citizen activism, editorial commentary, and a bit of reality-show "it's happening right now" intensity.

Permitted only two-minute public comments, a citizen seeks to provide a ten-month briefing to five elected officials making a choice between untethered economic growth and harm to humans and the environment. At the fastest growing airport in the U.S.

Watch all two-minute comments (so far!) at www.quadrant45.com/#/thebriefingproject/.

CONTACT

FOLLOW US

THE BRIEFING PROJECT

ONE MAN AGAINST A \$670 MILLION GOVERNMENT AGENCY
ONE PUBLIC COMMENT AT A TIME



OVERVIEW: The Briefing Project

The Briefing Project - backstory

- Solo citizen project – Not DMAAC
- Launched January 2018
- Comments to finish February 2019
- Estimated 20 2-minute public comments
- Comments intended to provide “frame” for documentary on airport noise/emissions/expansions
- <https://www.quadrant45.com/#/thebriefingproject/>



OVERVIEW: The Briefing Project

EPISODE 1 – THE BRIEFING YOU SHOULD HAVE HAD **January 30, 2018 – Steve Edmiston, Des Moines resident**

Nine months ago, this commission asked for briefings from the FAA, and from your staff. These briefings were supposed to address questions about “*the impacts of NextGen flight procedures on local communities*”. And questions about the FAA’s role” in “*addressing aircraft noise and other community impacts.*” And how these issues impact our “*quality of life.*”

I’ve come here to give you the briefing that you actually asked for. The full-story, no sugar-coating, fact-based briefing that you should have had.

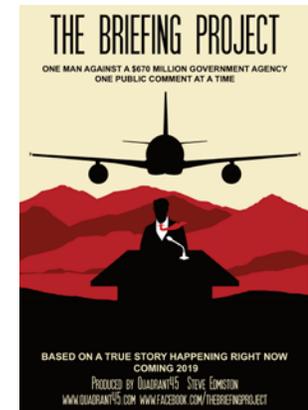
OVERVIEW: The Briefing Project

1. The Briefing You Should Have Had
2. Transparency
3. You and Me
4. What Went Wrong I
5. What Went Wrong II
6. What Went Wrong III
7. The FAA Strikes Out
8. Intermission – film theory
9. Numbers
10. What Did You Know and When Did You Know It
11. How Much Proof?
12. W.H.O. To Believe
13. A Lost Cause
14. Accords
15. Suits
16. The Myth of No Choice

Tools: The POSANC Accords

The Port of Seattle Airport Neighbor Community ACCORDS:

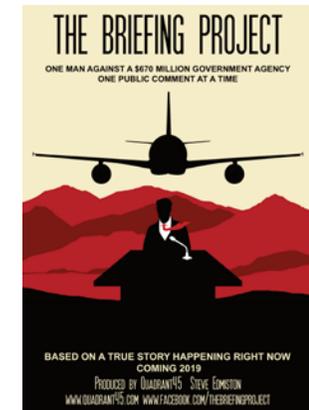
- Introduced to Port November 13, 2018
- **They are the “ask”**
- **Ten “agreements” for PoS adoption**
- **Combination of culture reforms, policy priorities, and specific actions**
- “To the extent” actions
- Designed for ease of use by citizens
- Designed as tool for engagement
- Designed as tool for tracking



Tools: The POSANC Accords

The Briefing Project ACCORDS

- Accords approach – “how can you actually disagree with this?”
- Consistent with DM legislative agenda
- Consistent with DM SAMP comments
- QSPS has endorsed
- Burien QSC has endorsed
- Other community groups



Tools: Accords (excerpt)

Fifth: Establishing a Nighttime Curfew to Protect Human Health Shall Be a Policy Priority and Supported by Port Resources. Recognizing the newly established increased risk of harm to human health from night time operations, as most recently reported by the World Health Organization, the Port of Seattle shall commit undertake all available options under the law, and provide Port financial resources, to establish a curfew, including but not limited to (i) a permanent curfew executed voluntarily by airline and other necessary stakeholders, and/or (ii) a full, formal application under FAA guidelines for curfew relief.

NEXT STEPS: The Accords

DMAAC Recommendation:

Endorsement (letter or resolution):

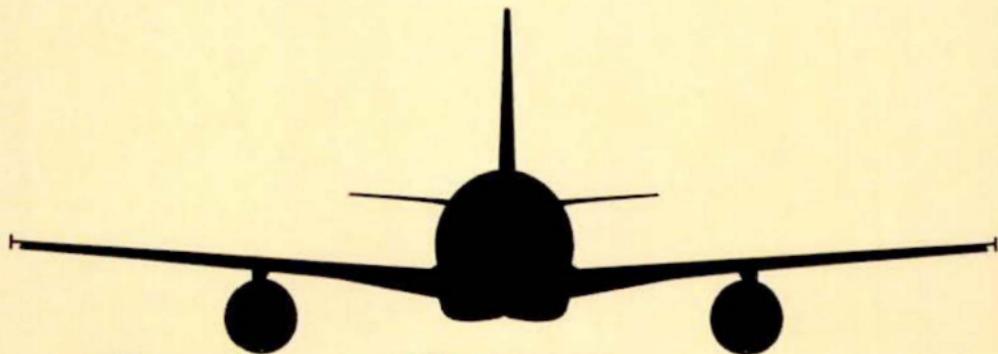
City of Des Moines supports Port of Seattle's adoption of the POSANC Accords.

Questions?



THE BRIEFING PROJECT

ONE MAN AGAINST A \$670 MILLION GOVERNMENT AGENCY
ONE PUBLIC COMMENT AT A TIME



BASED ON A TRUE STORY HAPPENING RIGHT NOW
COMING 2019

PRODUCED BY QUADRANT115 STEVE EDMISTON

PORT OF SEATTLE
AIRPORT NEIGHBOR COMMUNITY ACCORDS [PROPOSED]

November 13, 2018

RECOGNIZING:

That the Sea-Tac International Airport neighbor communities have been, and want to be, proud hosts and partners, working, living, and playing in harmony and collaboration with the Port of Seattle;

That human health and the environment in the airport neighbor communities remain unfairly burdened by aircraft operations when compared to the benefits these same operations generate for the entire region and State of Washington, and that this disparity has not been compensated;

That the World Health Organization 2018 Environmental Noise Guidelines recommend immediate substantial policy action reducing aircraft noise and providing increased mitigation for airport neighbor communities;

That the Port of Seattle Long Range Plan – Century Agenda does not include reducing the impact on human health or the environment of the airport neighbor communities as an objective, strategy, or priority;

That the Port of Seattle in 2018 deleted the requirement that it would “ensure a sustainable quality of life” for King County residents from its bylaws and mission statement;

That the Port of Seattle in 2018 amended its bylaws such that its mission is no longer dependent upon environmental stewardship, instead reducing environmental stewardship to a “commitment” to be “advanced;”

That the Port of Seattle in 2018 amended its bylaws to remove the requirement that its mission is dependent upon collaboration with neighboring communities, and instead reducing collaboration to a “commitment” to be “advanced;”

That trust must be restored with the airport neighbor communities negatively impacted by historic and current Port of Seattle airport operations;

That restored trust must be secured by adopting measures to restore Port of Seattle accountability to the citizens negatively impacted by Port of Seattle airport operations;

That the Port of Seattle culture must be reformed to (i) provide the citizens impacted by airport operations stakeholder status that is fully to equal to or greater than other industry and government stakeholders, and (ii) demonstrate a respect for preserving the quality of life, safety, and health of the families and the environment in the impacted communities.

That to achieve transparency, trust, accountability, and reform, there must be specific, measurable, and achievable actions, the completion of which can be objectively quantified and assessed;

Now therefore, a citizen offers to the Port of Seattle, and to all airport neighbor communities, for adoption and implementation, these,

ACCORDS

First: The Health and Welfare of Humans and the Environment is a Paramount Duty and Pre-Condition to Increasing Frequency of Aircraft Operations.

Protecting the health of humans and the environment impacted by current and future Port of Seattle airport operations is a paramount duty and pre-condition to the increased frequency of aircraft operations, and must be reflected in (i) the Port of Seattle mission statement (which shall require reversing 2018 bylaw amendments deleting the commitment to quality of life, diluting the commitment to humans and the environment, and diluting the commitment to collaboration with the communities); (ii) inclusion in the Century Agenda; and (iii) inclusion in the Port of Seattle's 2019 federal and state legislative agendas.

Second: Transparency Is a Core Value Requiring Independent Audit of Historical Mitigation Expenditures.

Transparency must be a core value in relation to protecting the health of humans and the environment; this shall initially be manifested by the Port commissioning an independent audit of the over \$400 million historically claimed as Port-funded airport mitigation expenditures since 1985. The audit shall, among other things, segregate Port funds from federal funds; identify the purpose of claimed expenditures (buy out, mitigation package, etc.); segregate mitigation expenditures from transactions in which the Port or FAA acquired aviation easements; and identify the basis in recent public statements for the reduction in claimed mitigation expenditures to \$300 million.

Third: Trust is a Core Value Requiring Non-Interference with Independent Health and Environmental Studies.

In order to establish and maintain the trust required for meaningful engagement and collaboration with airport neighbor communities, and except in the context of a public meeting, the Port shall cease actions intended, or appearing, to influence the scope, oversight, or outcomes of pending independent scientific studies relating to the human health and the environmental impacts of airport operations, including but not limited to, the pending Ultrafine Particle Study, and Department of Commerce Airport Mitigation Study.

Fourth: Tax Levy Funds Shall Be Prioritized for Airport Neighbor Community Mitigation.

Protecting human health and the environment from Port of Seattle airport impacts requires increased mitigation now, beyond the lesser mitigation authorized by compliance with minimum federal regulatory requirements or tethered to federal funding. Accordingly, the Port's existing policy relating to usage of annual tax levy money must be revised to prioritize mitigation as the paramount usage of levy funds, particularly with respect to applying World Health Organization 2018 recommendations relating to aircraft noise.

Fifth: Establishing a Nighttime Curfew to Protect Human Health Shall Be a Policy Priority and Supported by Port Resources.

Recognizing the newly established increased risk of harm to human health from night time operations, as most recently reported by the World Health Organization, the Port of Seattle shall commit to undertake all available options under the law, and provide Port financial resources, to establish a curfew, including but not limited to (i) a permanent curfew executed voluntarily by airline and other necessary stakeholders, and/or (ii) a full, formal application under FAA guidelines for curfew relief.

Sixth: Fully Remediating the Failed Historical Commitments Regarding 3rd Runway Usage Shall Be a Policy Priority and Supported by Port Resources.

Recognizing in both the historical commitments and voluntary agreements relating to usage of the 3rd Runway, that full-time usage of the 3rd Runway was not contemplated at the time of development, construction or thereafter, and recognizing that the recent full-time usage places a new significant burden on new neighborhoods, the Port shall adopt as policy and undertake all available options under the law to cause the reduction of usage of the 3rd Runway to pre-2012 levels, unless and until the mitigation commitments set forth herein are achieved.

Seventh: Establishing Increased Glide Slopes for All Runways to Reduce Noise and Protect Human Health Shall Be a Policy Priority Supported by Port Resources.

Recognizing the need for noise relief to protect human health, including as recommended by the World Health Organization, the Port shall adopt as policy and undertake all available options under the law to cause the increase in landing glide slopes for all runway usages to minimum of 3.0 degrees, and to the maximum safe angle above 3.0 degrees.

Eighth: Establishing a Regional Airport to Preserve Statewide Economic Growth While Simultaneously Reducing the Unfair Burden on Airport Neighbor Communities Shall be a Policy Priority Supported by Port Resources.

The Port shall adopt as policy, and as a state and federal legislative priority goal, the siting a regional airport to ensure that the economic growth and development needs of the entire State of Washington can be met, while reducing the historic burdens and costs placed upon human health and the environment in the airport neighbor cities.

Ninth: Reforming Citizen Complaint Processes to Provide Meaningful Engagement and Solutions.

The Port recognizes that citizen frustration, anger, and disenfranchisement must be addressed, and that the current methodology to accept, track, and take action on citizen complaints relating to aircraft operations is inadequate and must be improved. The Port will (i) commission an independent audit of the Port's historic handling of complaints to accurately assess the efficacy of the current system, including a review of tangible Port actions taken in response to complaints; (ii) commission an independent study of community attitudes, perceptions, and complaints about relating to aircraft operations; (iii) develop a complaint system and process that provides the community with useful and actionable responses intended to provide relief.

Tenth: A Moratorium Shall be Placed on Capital Projects That Expand Aircraft Operation Capacity Until a Comprehensive Plan Developed in Collaboration with Airport Neighbor Communities to Protect Health and the Environment is Achieved.

Because it is critical to human health and the environment that the commitments above are achieved, particularly before exacerbating the risks of harm by adding more community overflights, the Port will prepare and implement an enforceable remedial plan and, to the extent permitted by law, place a moratorium on capital projects that have, as their full or partial purpose, expansion of capacity for adding additional aircraft overflights.

Marina District Beautification Project

Enhancing the Esthetics of the Public Space

Peggy Volin – Planning, Building & Public Works

John Blackburn – Public Works Superintendent



Project Goals

- Create a Sense of Place / Establish a Visual District
- Add Vibrancy and Vitality to the Marina District
- Visually Integrate Marina District with Marina and Beach Park
- Promote Tourism in the Marina District by enhancing esthetics
- Accent Public Art
- Promote Walkability
- The Broader Context



Project Scope

Landscaping Enhancement in the Marina District

- Project included in the 2019 Budget

Purpose / Council direction needed

- Moving forward with the project
- Preparing to ordering materials
- Verify that we are on the right track



Lessons Learned

- Discussion with other Agencies
- No need to reinvent the wheel here.....
- Discovered issues with ongoing Operations and Maintenance
- Decision to proceed with a multi-year phased approach

- A word about tree maintenance



Proposed Enhancements

- A total of 120 planters
 - 98 Rounds (Varying Sizes)
 - 22 Rectangles
- A total of 3 solar charging stations
 - 1 Bench
 - 2 Poles



Additional Locations

Marine View Drive Locations

- KDM/MVD Brown Bear
- MVD/227th
- MVD/226th
- MVD/225th
- MVD/220th
- MVD/219th
- Angle Parking by Theater

Big Catch Plaza/216th Areas

- 216th Corner along Lighted Wall
- 216th Corner Old Carwash Site
- 216th/11th Island

Marina Entrances

- 223rd/7th
- Overlook I
- Beach Park Entrance



Next Steps / Schedule

- We are planning to order materials next week
- Aiming for implementation in early spring
- Staff will be coordinating with the business community
- Coordinating locations with Arts Commission
- Crime Prevention Through Environmental Design (CPTED)



Questions

- **Are we on the right track with this phased approach?**



CAPITAL PROJECTS DISCUSSION

January 10, 2019

Dan Brewer, Chief Operations Officer

Issue

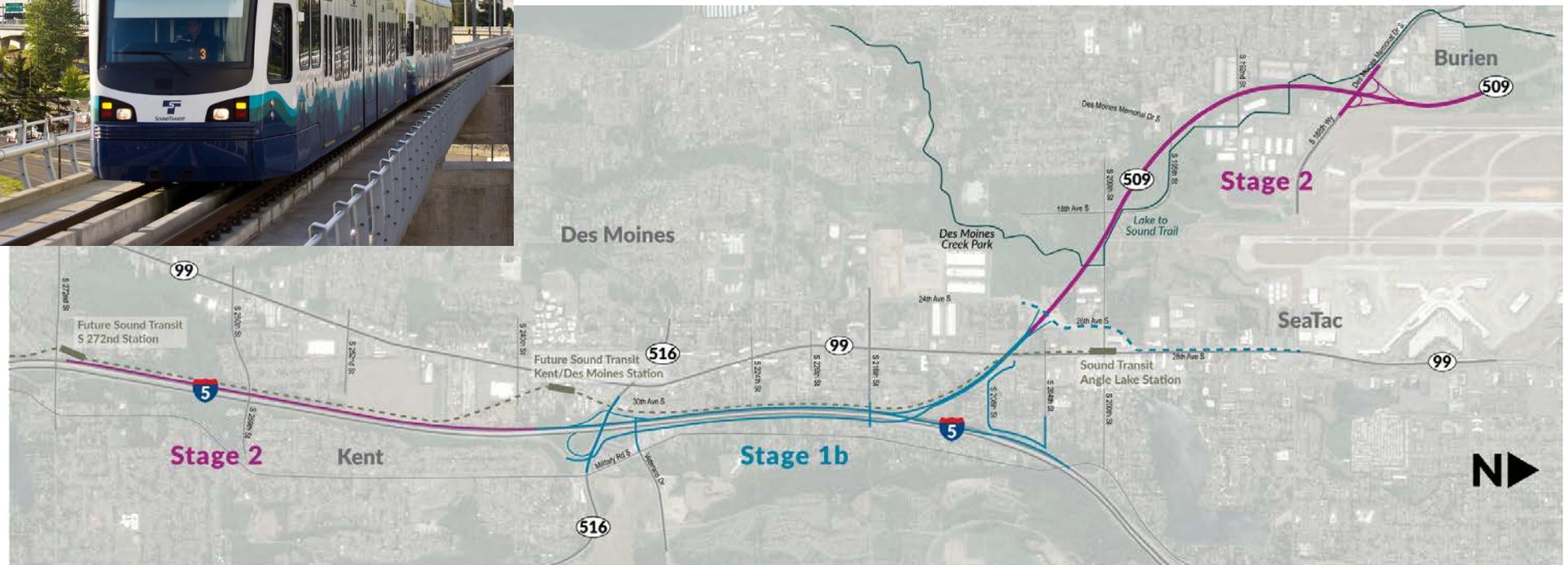
- National & International Impacts
- State and Regional Impacts
- Local Impacts
- Resources are stretched thin or completely unavailable
 - ❑ Steel
 - ❑ Electrical Equipment
 - ❑ Concrete
 - ❑ Labor
- Constrained Resources
- Constrains Budgets



Issue

The problem is not going to get better any time soon:

- Puget Sound Gateway Project
- Federal Way Link Extension



Purpose

- South 216th Street – Segment 3 Project Bid
- Contract Award Scheduled for January 24th, 2019
- Tonight: Seeking Direction from the Council on Additional Resources and Capital Budget Adjustments
 - Specific to the 216th Project
 - Other CIP Related Discussions in the near future

Other Capital Project Issues

(For further discussion in the near future)

- Van Gaskin Acquisition
 - Complete acquisition from Forterra in early 2019 (\$1,317,500)
 - Conservation Futures Grant (\$594,000)
 - Park In-lieu Fee's (\$577,000)
 - This will impact some other Park Projects
 - Small inter-fund Loan (\$146,500)
- Marina Development
- SR 509 Property Acquisition

Beach Park Promenade & Bulkhead
Van Gasken Park
Mary Gay Park

South 216th Street – Segment 3

(11th Avenue South to 20th Avenue South)

- 2019-2024 Capital Improvement Plan: \$5,100,000
- Adoption of 2019 Capital Budget
- Cost Escalation
- Project Advertised in Late November
- Engineers Construction Cost Estimate: \$5,916,850
- Bids Opened on December 11, 2018

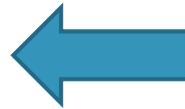
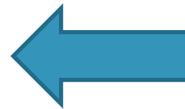
- Tucci & Sons \$7,674,766.55
- Marshbank Construction \$7,586,733.40
- Johansen Construction \$7,517,721.13
- Active Construction \$7,450,450.00
- NW Cascade \$7,080,363.00
- Pacific Civil & Infrastructure \$7,040,011.85
- Scarsella \$6,454,121.57
- Ceccanti \$6,254,221.00

South 216th Street – Segment 3

(11th Avenue South to 20th Avenue South)

- 2019-2024 Capital Improvement Plan: \$5,100,000
- Adoption of 2019 Capital Budget
- Cost Escalation
- Project Advertised in Late November
- Engineers Construction Cost Estimate: \$5,916,850
- Bids Opened on December 11, 2018

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Project Contingency Concern

South 216th Street – Segment 3

(11th Avenue South to 20th Avenue South)

- 2019-2024 Capital Improvement Plan: \$5,100,000
- Adoption of 2019 Capital Budget
- Cost Escalation
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- Pacific Civil & Infrastructure \$7,040,011.85
- Scarsella \$6,454,121.57
- Ceccanti \$6,254,221.00



Resulting budget shortfall: ~\$1.5 million

TOTAL PROJECT SCOPE				ALEXPENDIT	PROJECT BUDGET ALLOCATIONS BY YEAR PER ADOPTED 6 YEAR PLAN									
Expenditures	7/26/18 Current CIP Budget	CIP Supplemental Request	Revised CIP Budget Estimate	Project to Date 12/31/17	Estimated Year End 2018	2018 Appropriated Budget	Planned Year 2019	2019 Appropriated Budget	Planned Year 2020	Planned Year 2021	Planned Year 2022	Planned Year 2023	Planned Year 2024	
Design														
External Engineering	630,000	(90,000)	540,000	475,018	64,982									
Internal Engineering/Project Mgmt		10,000	10,000	3,069	6,931									
Other Professional Services - Len Madsen		77,956	77,956	37,693	40,263									
Other Misc (Advertise, Postage, Etc.)		3,300	3,300	1,800	1,500									
Prop/ROW/Easements														
External Engineering	130,000	(51,822)	78,178	-	78,178									
Internal Engineering		2,000	2,000	-	2,000									
Other Professional Services - Len Madsen	30,000	-	30,000	-	30,000									
Land		61,873	61,873	-	61,873									
Other Miscellaneous		-	-	-	-									
Construction														
External Engineering	6,395,000	(5,758,224)	636,776	-	-		636,776	500,000						
Internal Engr- Proj Mgmt/ Inspect		40,000	40,000	-	-		40,000	35,000						
Construction Contract 1		6,254,221	6,254,221	-	-		6,254,221	5,400,000						
Construction Contract Contingency		600,000	600,000	-	-		600,000	400,000						
Other Miscellaneous		-	-	-	-									
Other														
Interfund Financial Services	7,000	79,634	86,634	5,176	2,858		78,600	60,000						
NonCity Utilities - PSE		323,000	323,000	-	-		323,000							
Contingencies	100,000	(60,000)	40,000	-	-		40,000	100,000						
Total Project Expense Budget:	7,292,000	1,491,938	8,783,938	522,756	288,585	288,600	7,972,597	6,495,000	-	-	-	-	-	
-														
Funding Sources	7/26/18 Current CIP Budget	CIP Supplemental Request	Revised CIP Budget Estimate	Project to Date 12/31/17	Scheduled Year 2018	2018 Appropriated Budget	Scheduled Year 2019	2019 Appropriated Budget	Scheduled Year 2020	Scheduled Year 2021	Scheduled Year 2022	Scheduled Year 2023	Planned Year 2024	
Traffic Impact Fees - City Wide	1,916,000	28,333	1,944,333	242,333	148,913	152,000	1,553,087	1,522,000						
TIB Grant	3,157,000	245	3,157,245	280,423	139,672	120,000	2,737,150	2,756,000						
Traffic In Lieu	1,500,000	-	1,500,000	-			1,500,000	1,500,000	-					
Surface Water Utility	279,000	-	279,000	-			279,000	279,000						
King County Metro Contribution	440,000	(420,000)	20,000	-			20,000	20,000						
Franchise PSE Fiber	-	58,000	58,000	-			58,000	75,000						
Franchise Centurylink	-	75,000	75,000	-			75,000	96,000						
Franchise Comcast	-	181,000	181,000	-			181,000	249,000						
Funding for Discussion	-	1,569,360	1,569,360	-			1,569,360							
Total Project Revenue Budget:	7,292,000	1,491,938	8,783,938	522,756	288,585	272,000	7,972,597	6,497,000	-	-	-	-	-	
Committed Cash: - - - - -														

Recommended Approach

Need for S. 216th Street:	\$1,570,000
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Additional Revenue	Amount	Running Total	Amount needed
Traffic Impact Fees	\$225,000	\$225,000	\$1,345,000
REET 1	\$95,000	\$320,000	\$1,250,000
REET 2	\$105,000	\$425,000	\$1,145,000
One Time Sales Tax	\$200,000	\$625,000	\$945,000
<u>Project Reductions</u>			
Additive Bid Item - Maintenance of Traffic	\$150,000	\$775,000	\$795,000
24th Ave Sidewalk, 223rd to Kent Des Moines Rd	\$75,000	\$850,000	\$720,000
S. 223rd Walkway Improvements	\$150,000	\$1,000,000	\$570,000
S. 200th Street Walkway Improvements	\$40,000	\$1,040,000	\$530,000
Marina Dynamic Messaging Signs	\$50,000	\$1,090,000	\$480,000
Founders Lodge	\$200,000	\$1,290,000	\$280,000
Transportation Benefit District	\$300,000	\$1,590,000	-\$20,000

2019-2023 TRAFFIC IMPACT FEE (CITYWIDE) FUND FINANCIAL FORECAST

	ADOPTED BUDGET 2019	FORECAST			
		2020	2021	2022	2023
<i>Estimated Beginning Fund Balance (updated)</i>	\$1,500,000	\$ 429,000	\$ 1,238,500	\$ 247,500	\$ (53,500)
Revenues:	1,086,000	1,032,500	356,000	355,000	354,000
Impact Fees	1,076,000	1,025,000	350,000	350,000	350,000
Interest	10,000	7,500	6,000	5,000	4,000
Expenditures:	(2,157,000)	(223,000)	(1,347,000)	(656,000)	(96,000)
Capital Transfer - 24th Ave/S 208th St Intersection	(10,000)	(200,000)			
Capital Transfer - S 216th Seg 3	(1,522,000)				
Capital Transfer - Midway SRTS	(75,000)	(23,000)	(847,000)		
Capital Transfer - Barnes Creek Trail					(96,000)
Capital Transfer - Kent Des Moines Road Seg 2				(330,000)	
Capital Transfer - S 224th St Improvements				(326,000)	
Capital Transfer - DMMD & S 200th St Signal Improvements	(550,000)				
Capital Transfer - College Way			(500,000)		
Net Activity ("Revenues over (under)")	(1,071,000)	809,500	(991,000)	(301,000)	258,000
<i>Estimated Ending Fund Balance</i>	<u>\$ 429,000</u>	<u>\$ 1,238,500</u>	<u>\$ 247,500</u>	<u>\$ (53,500)</u>	<u>\$ 204,500</u>

2019-2023 REET 1 FUND FINANCIAL FORECAST

	ADOPTED BUDGET 2019	FORECAST			
		2020	2021	2022	2023
<i>Estimated Beginning Fund Balance (updated)</i>	\$1,150,000	\$ 1,356,085	\$ 219,581	\$ 635,987	\$ 971,302
Revenues:	562,000	479,500	457,500	457,500	457,500
Real Estate Excise Tax	500,000	450,000	450,000	450,000	450,000
Interest	8,000	7,500	7,500	7,500	7,500
Transfer In King County Park Levy Repayment	54,000	22,000			
Expenditures:	(355,915)	(1,616,004)	(41,094)	(122,185)	(905,000)
Debt Service	(5,915)	(6,004)	(6,094)	(6,185)	-
Capital Transfer - North Bulkhead	-	(1,560,000)			
Capital Transfer - Beach Park Bulkhead	(100,000)				
Capital Transfer - Founders Lodge	(200,000)				
Capital Transfer - Police Dept Storage Building					(445,000)
Capital Transfer - City Hall Parking Lot					(360,000)
Capital Transfer - Barnes Creek Trail	(50,000)	(50,000)	(35,000)	(116,000)	(100,000)
Net Activity ("Revenues over (under) Expenditures")	206,085	(1,136,504)	416,406	335,315	(447,500)
<i>Estimated Ending Fund Balance</i>	\$ 1,356,085	\$ 219,581	\$ 635,987	\$ 971,302	\$ 523,802
Capital Transfer - S 216th Seg 3	(95,000)	-	-	-	-
Revised Estimated Ending Fund Balance	\$ 1,261,085	\$ 124,581	\$ 540,987	\$ 876,302	\$ 428,802

2019-2023 REET 2 FUND FINANCIAL FORECAST

	ADOPTED BUDGET 2019	FORECAST			
		<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
<i>Estimated Beginning Fund Balance (updated)</i>	\$ 950,000	\$ 638,898	\$ 674,422	\$ 867,748	\$ 1,037,090
Revenues:	507,000	455,000	455,000	455,000	455,000
Real Estate Excise Tax	500,000	450,000	450,000	450,000	450,000
Interest	7,000	5,000	5,000	5,000	5,000
Expenditures:	(818,102)	(419,476)	(261,674)	(285,658)	(447,624)
Debt Service	(247,102)	(262,476)	(261,674)	(260,658)	(247,624)
Capital Transfer - Guardrail	(25,000)	(25,000)		(25,000)	
Capital Transfer - N Lot Restrooms, Plaza & Promenade	(250,000)				
Capital Transfer - Redondo Floats	(40,000)				
Capital Transfer - Redondo Fishing Pier	(10,000)	(67,000)			
Capital Transfer - Park Play Equipment	(246,000)	(65,000)			-
Capital Transfer - Redondo Restroom & Plaza					(200,000)
Net Activity ("Revenues over (under) Expenditures")	(311,102)	35,524	193,326	169,342	7,376
<i>Estimated Ending Fund Balance</i>	\$ 638,898	\$ 674,422	\$ 867,748	\$ 1,037,090	\$ 1,044,466
Capital Transfer - S 216th Seg 3	(105,000)	-	-	-	-
Revised Estimated Ending Fund Balance	\$ 533,898	\$ 569,422	\$ 762,748	\$ 932,090	\$ 939,466

2019-2023 "ONE-TIME" SALES TAX FUND FINANCIAL FORECAST

	ADOPTED BUDGET 2019	FORECAST			
		2020	2021	2022	2023
<i>Estimated Beginning Fund Balance (updated)</i>	\$1,925,000	\$ 1,719,000	\$ 1,144,000	\$ 619,000	\$ 594,000
Revenues:	500,000	-	-	-	-
Transfer In from General Fund - One-time Taxes	500,000	-	-	-	-
Expenditures:	(706,000)	(575,000)	(525,000)	(25,000)	-
Capital Transfer - Tenant Restroom Replacement	(50,000)	(330,000)			
Capital Transfer - North Bulkhead		(220,000)	(500,000)		
Capital Transfer - Mary Gay Park	(25,000)				
Capital Transfer - N Lot Restrooms, Plaza & Promenade	(500,000)				
Capital Transfer - Downtown Alley Improvement	(106,000)				
Capital Transfer - Puget Sound Gateway - SR509 Extension	(25,000)	(25,000)	(25,000)	(25,000)	
Net Activity ("Revenues over (under) Expenditures")	(206,000)	(575,000)	(525,000)	(25,000)	-
<i>Estimated Ending Fund Balance</i>	<u>\$ 1,719,000</u>	<u>\$ 1,144,000</u>	<u>\$ 619,000</u>	<u>\$ 594,000</u>	<u>\$ 594,000</u>
Capital Transfer - S 216th Seg 3	(200,000)	-	-	-	-
<i>Revised Estimated Ending Fund Balance</i>	<u>\$ 1,519,000</u>	<u>\$ 944,000</u>	<u>\$ 419,000</u>	<u>\$ 394,000</u>	<u>\$ 394,000</u>

Project Reductions

Additive Bid Item

- Maintenance of Traffic:
- S. 216th Street Base Bid:
- Maintain 2-way traffic during AM and PM Peak Hours
 - Before 9 AM and after 3 PM
- Additive Bid Item
- Maintain 2-way traffic “at all times”
- Added cost = \$150,000
- Note: “at all times”
- Recommendation: Go with the base bid.



Project Reductions

Pedestrian Projects: 24th Avenue S., S. 200th Street, and S. 223rd Street

- Grant Dependent Projects
 - Two were unsuccessful
 - One still in play (potential change of Funding Source)
- Delay the improvements

Project Reductions

Marina Dynamic Message Signs

- Originally envisioned as response to initial concerns
- Those concerns seem to have been mitigated in other ways
- Delay the improvements
- Continue to monitor conditions



Project Reductions

Founders Lodge

- Initial scope included interior and exterior cosmetic improvements
- The original budget assumed partnership with a tenant
- Complete the design
- Delay the improvements (if necessary)



Project Reductions

Pavement Management Program

- Transportation Benefit District (\$300,000)

2019-2023 ARTERIAL STREET PAVEMENT FUND FINANCIAL FORECAST

	ADOPTED BUDGET <u>2019</u>	FORECAST			
		<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
<i>Estimated Beginning Fund Balance (updated)</i>	\$ 980,000	\$ 1,137,800	\$ 1,305,958	\$ 1,489,532	\$ 1,689,082
Revenues:	1,083,800	1,093,158	1,108,574	1,124,550	1,140,586
Franchise Fees	605,800	611,658	617,574	623,550	629,586
Transportation Benefit District	472,000	481,500	491,000	501,000	511,000
Interest	6,000				
Expenditures - Pavement Program	(926,000)	(925,000)	(925,000)	(925,000)	(925,000)
Net Activity ("Revenues over (under) Expenditures")	157,800	168,158	183,574	199,550	215,586
<i>Estimated Ending Fund Balance</i>	<u>\$ 1,137,800</u>	<u>\$ 1,305,958</u>	<u>\$ 1,489,532</u>	<u>\$ 1,689,082</u>	<u>\$ 1,904,668</u>

Project Reductions

Pavement Management Program

Pro's:

- Funds are available

Con's:

- Delays other needed overlays in the queue
- Ability to Partner on 2019 Utility Projects:
 - Lower Woodmont Lakehaven (\$150,000)
 - 8th Avenue South – Water District 54 (\$175,000)
 - North Hill – Highline Water District (\$425,000)
- Over committing TBD Resources to the Central Neighborhood



Project Reductions

Pavement Management Program

Pro's:

- ❑ Funds are available



Con's:

- Delays other needed overlays in the queue
- Ability to Partner on 2019 Utility Projects:
 - ❑ Lower Woodmont Lakehaven (\$150,000)
 - ❑ 8th Avenue South – Water District 54 (\$175,000)
 - ❑ North Hill – Highline Water District (\$425,000)
- Over committing TBD Resources to the Central Neighborhood

The Broader Context

2019 Capital Projects

S 268th Street Sidewalks
 N. Lot Fishing Pier Paid Parking
 Activity Center Exterior Paint
 Field House Tennis Court
 I-5 Directional Signage
 S 216th St - Segment 1A
 Midway Park Play Equipment
 Parkside Playground

Priority

Priority

Project Name	Project Name	Project Name
North Bulkhead		
N Lot Restrooms, Plazas & Promenade	Tenant Restroom Replacement (\$50K - 1 TST)	
South 216th - Segment 3	Downtown Alley Improvement (\$393K - GF, \$148K - 1 TST)	
	DMMD & S 200th Street Signal Improvements (\$111K - TIF)	
	24th Ave/S. 208th St Intersection Improvements (\$10K - TIF)	24th Ave Sidewalk, 223rd to Kent Des Moines Rd (\$75K - TIF)
		S 223rd Walkway Improvements (\$150K - ASE)
		16th Ave - Seg 5A (\$0)
Sound Transit - FWLE		
Puget Sound Gateway - SR509 Extension		
Arterial Street Pavement Preservation		
Sidewalk Program	Guardrail Program (\$25K - R2)	
	Arterial Traffic Calming (\$151K - GF)	
Court Security Improvements		Founders' Lodge Improvements (\$200K - R1)
Police Security Improvements		
The Van Gasken Park		Beach Park Bulkhead, Promenade, & Play Equip/Water Feature
Wasson Demo	Mary Gay Park (\$50K - PIL, \$50K - 1TST)	
SJU Play	Wooton Park (\$182K - R2)	
Kiddie Park Play Equipment City Park Improvements	Westwood Play Equipment (\$118K - R2)	Cecil Powell Play Equipment (\$13K - R2)
		Field House Play Equipment (\$7K - R2)
Redondo Floats (\$70K - R2)	Redondo Paid Parking (\$50K - GF)	Marina Dynamic Messaging Signs (\$50K - GF)
24th Ave S. Midblock Pedestrian Crossing	30th Ave S Improvements - South Segments (\$0)	S. 200th Street Walkway Improvements (\$40K - ASE)
Barnes Creek Trail		
DMBP Sun Home Lodge Rehab		

Options and Alternatives

- Increase Revenue (Cash)
 - Reduce the impact on the project reductions
- Decrease Revenue
 - Cut or reduce additional projects
- Swap out other projects
- Reject all bids

Recommended Approach

Discussion -

Need for S. 216th Street:	\$1,570,000
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Additional Revenue	Amount	Running Total	Amount needed
Traffic Impact Fees	\$225,000	\$225,000	\$1,345,000
REET 1	\$95,000	\$320,000	\$1,250,000
REET 2	\$105,000	\$425,000	\$1,145,000
One Time Sales Tax	\$200,000	\$625,000	\$945,000
<u>Project Reductions</u>			
Additive Bid Item - Maintenance of Traffic	\$150,000	\$775,000	\$795,000
24th Ave Sidewalk, 223rd to Kent Des Moines Rd	\$75,000	\$850,000	\$720,000
S. 223rd Walkway Improvements	\$150,000	\$1,000,000	\$570,000
S. 200th Street Walkway Improvements	\$40,000	\$1,040,000	\$530,000
Marina Dynamic Messaging Signs	\$50,000	\$1,090,000	\$480,000
Founders Lodge	\$200,000	\$1,290,000	\$280,000
Transportation Benefit District	\$300,000	\$1,590,000	-\$20,000

- Project Contingency

TOTAL PROJECT SCOPE				PROJECT BUDGET ALLOCATIONS BY YEAR PER ADOPTED 6 YEAR PLAN									
Expenditures	7/26/18	CIP	Revised	Project to Date 12/31/17	Estimated Year End 2018	2018 Appropriated Budget	Planned Year 2019	2019 Appropriated Budget	Planned Year 2020	Planned Year 2021	Planned Year 2022	Planned Year 2023	Planned Year 2024
	Current CIP Budget	Supplemental Request	CIP Budget Estimate										
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Internal Engineering/Project Mgmt		10,000	10,000	3,069	6,931								
Other Professional Services - Len Madsen		77,956	77,956	37,693	40,263								
Other Misc (Advertise, Postage, Etc.)		3,300	3,300	1,800	1,500								
Prop/ROW/Easements													
External Engineering	130,000	(51,822)	78,178	-	78,178								
Internal Engineering		2,000	2,000	-	2,000								
Other Professional Services - Len Madsen	30,000	-	30,000	-	30,000								
Land		61,873	61,873	-	61,873								
Other Miscellaneous		-	-	-	-								
Construction													
External Engineering	6,395,000	(5,758,224)	636,776	-	-		636,776	500,000					
Internal Engr-Proj Mgmt/ Inspect		40,000	40,000	-	-		40,000	35,000					
Construction Contract 1		6,254,221	6,254,221	-	-		6,254,221	5,400,000					
Construction Contract Contingency		600,000	600,000	-	-		600,000	400,000					
Other Miscellaneous		-	-	-	-		-	-					
Other													
Interfund Financial Services	7,000	79,634	86,634	5,176	2,858		78,600	60,000					
NonCity Utilities - PSE		323,000	323,000	-	-		323,000						
Contingencies	100,000	(60,000)	40,000	-	-		40,000	100,000					
Total Project Expense Budget:	7,292,000	1,491,938	8,783,938	522,756	288,585	288,600	7,972,597	6,495,000					

Funding Sources	7/26/18	CIP	Revised	Project to Date 12/31/17	Scheduled Year 2018	2018 Appropriated Budget	Scheduled Year 2019	2019 Appropriated Budget	Scheduled Year 2020	Scheduled Year 2021	Scheduled Year 2022	Scheduled Year 2023	Planned Year 2024
	Current CIP Budget	Supplemental Request	CIP Budget Estimate										
Traffic Impact Fees - City Wide	1,916,000	28,333	1,944,333	242,333	148,913	152,000	1,553,087	1,522,000					
TIB Grant	3,157,000	245	3,157,245	280,423	139,672	120,000	2,737,150	2,756,000					
Traffic In Lieu	1,500,000	-	1,500,000	-	-	-	1,500,000	1,500,000					
Surface Water Utility	279,000	-	279,000	-	-	-	279,000	279,000					
King County Metro Contribution	440,000	(420,000)	20,000	-	-	-	20,000	20,000					
Franchise PSE Fiber	-	58,000	58,000	-	-	-	58,000	75,000					
Franchise Centurylink	-	75,000	75,000	-	-	-	75,000	96,000					
Franchise Comcast	-	181,000	181,000	-	-	-	181,000	249,000					
Funding for Discussion	-	1,569,360	1,569,360	-	-	-	1,569,360						
Total Project Revenue Budget:	7,292,000	1,491,938	8,783,938	522,756	288,585	272,000	7,972,597	6,497,000					

Committed Cash: -

2019-2023 TRAFFIC IMPACT FEE (CITYWIDE) FUND FINANCIAL FORECAST

	ADOPTED BUDGET 2019	FORECAST			
		2020	2021	2022	2023
Estimated Beginning Fund Balance (updated)	\$ 1,500,000	\$ 429,000	\$ 1,238,500	\$ 247,500	\$ (53,500)
Revenues:	1,086,000	1,032,500	356,000	355,000	354,000
Impact Fees	1,076,000	1,025,000	350,000	350,000	350,000
Interest	10,000	7,500	6,000	5,000	4,000
Expenditures:	(2,157,000)	(223,000)	(1,347,000)	(656,000)	(96,000)
Capital Transfer - 24th Ave/S 208th St Intersection	(10,000)	(200,000)			
Capital Transfer - S 216th Seg 3	(1,522,000)				
Capital Transfer - Midway SRTS	(75,000)	(23,000)	(847,000)		
Capital Transfer - Barnes Creek Trail					(96,000)
Capital Transfer - Kent Des Moines Road Seg 2				(330,000)	
Capital Transfer - S 224th St Improvements				(326,000)	
Capital Transfer - DMMD & S 200th St Signal Improvements	(550,000)				
Capital Transfer - College Way			(500,000)		
Net Activity ("Revenues over (under)")	(1,071,000)	809,500	(991,000)	(301,000)	258,000
Estimated Ending Fund Balance	\$ 429,000	\$ 1,238,500	\$ 247,500	\$ (53,500)	\$ 204,500

2019-2023 REET 1 FUND FINANCIAL FORECAST

	ADOPTED BUDGET 2019	FORECAST			
		2020	2021	2022	2023
Estimated Beginning Fund Balance (updated)	\$ 1,150,000	\$ 1,356,085	\$ 219,581	\$ 635,987	\$ 971,302
Revenues:	562,000	479,500	457,500	457,500	457,500
Real Estate Excise Tax	500,000	450,000	450,000	450,000	450,000
Interest	8,000	7,500	7,500	7,500	7,500
Transfer In King County Park Levy Repayment	54,000	22,000			
Expenditures:	(355,915)	(1,616,004)	(41,094)	(122,185)	(905,000)
Debt Service	(5,915)	(6,004)	(6,094)	(6,185)	-
Capital Transfer - North Bulkhead	-	(1,560,000)			
Capital Transfer - Beach Park Bulkhead	(100,000)				
Capital Transfer - Founders Lodge	(200,000)				
Capital Transfer - Police Dept Storage Building					(445,000)
Capital Transfer - City Hall Parking Lot					(360,000)
Capital Transfer - Barnes Creek Trail	(50,000)	(50,000)	(35,000)	(116,000)	(100,000)
Net Activity ("Revenues over (under) Expenditures")	206,085	(1,136,504)	416,406	335,315	(447,500)
Estimated Ending Fund Balance	\$ 1,356,085	\$ 219,581	\$ 635,987	\$ 971,302	\$ 523,802
Capital Transfer - S 216th Seg 3	(95,000)	-	-	-	-
Revised Estimated Ending Fund Balance	\$ 1,261,085	\$ 124,581	\$ 540,987	\$ 876,302	\$ 428,802

2019-2023 REET 2 FUND FINANCIAL FORECAST

	ADOPTED BUDGET	FORECAST			
	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
<i>Estimated Beginning Fund Balance (updated)</i>	\$ 950,000	\$ 638,898	\$ 674,422	\$ 867,748	\$ 1,037,090
Revenues:	507,000	455,000	455,000	455,000	455,000
Real Estate Excise Tax	500,000	450,000	450,000	450,000	450,000
Interest	7,000	5,000	5,000	5,000	5,000
Expenditures:	(818,102)	(419,476)	(261,674)	(285,658)	(447,624)
Debt Service	(247,102)	(262,476)	(261,674)	(260,658)	(247,624)
Capital Transfer - Guardrail	(25,000)	(25,000)		(25,000)	
Capital Transfer - N Lot Restrooms, Plaza & Promenade	(250,000)				
Capital Transfer - Redondo Floats	(40,000)				
Capital Transfer - Redondo Fishing Pier	(10,000)	(67,000)			
Capital Transfer - Park Play Equipment	(246,000)	(65,000)			-
Capital Transfer - Redondo Restroom & Plaza					(200,000)
<i>Net Activity ("Revenues over (under) Expenditures")</i>	(311,102)	35,524	193,326	169,342	7,376
<i>Estimated Ending Fund Balance</i>	\$ 638,898	\$ 674,422	\$ 867,748	\$ 1,037,090	\$ 1,044,466
Capital Transfer - S 216th Seg 3	(105,000)	-	-	-	-
<i>Revised Estimated Ending Fund Balance</i>	\$ 533,898	\$ 569,422	\$ 762,748	\$ 932,090	\$ 939,466

2019-2023 "ONE-TIME" SALES TAX FUND FINANCIAL FORECAST

	ADOPTED BUDGET 2019	FORECAST			
		2020	2021	2022	2023
<i>Estimated Beginning Fund Balance (updated)</i>	\$1,925,000	\$ 1,719,000	\$ 1,144,000	\$ 619,000	\$ 594,000
Revenues:	500,000	-	-	-	-
Transfer In from General Fund - One-time Taxes	500,000	-	-	-	-
Expenditures:	(706,000)	(575,000)	(525,000)	(25,000)	-
Capital Transfer - Tenant Restroom Replacement	(50,000)	(330,000)			
Capital Transfer - North Bulkhead		(220,000)	(500,000)		
Capital Transfer - Mary Gay Park	(25,000)				
Capital Transfer - N Lot Restrooms, Plaza & Promenade	(500,000)				
Capital Transfer - Downtown Alley Improvement	(106,000)				
Capital Transfer - Puget Sound Gateway - SR509 Extension	(25,000)	(25,000)	(25,000)	(25,000)	
Net Activity ("Revenues over (under) Expenditures")	(206,000)	(575,000)	(525,000)	(25,000)	-
<i>Estimated Ending Fund Balance</i>	\$ 1,719,000	\$ 1,144,000	\$ 619,000	\$ 594,000	\$ 594,000
Capital Transfer - S 216th Seg 3	(200,000)	-	-	-	-
<i>Revised Estimated Ending Fund Balance</i>	\$ 1,519,000	\$ 944,000	\$ 419,000	\$ 394,000	\$ 394,000

2019-2023 ARTERIAL STREET PAVEMENT FUND FINANCIAL FORECAST

	ADOPTED BUDGET 2019	FORECAST			
		2020	2021	2022	2023
<i>Estimated Beginning Fund Balance (updated)</i>	\$ 980,000	\$ 1,137,800	\$ 1,305,958	\$ 1,489,532	\$ 1,689,082
Revenues:	1,083,800	1,093,158	1,108,574	1,124,550	1,140,586
Franchise Fees	605,800	611,658	617,574	623,550	629,586
Transportation Benefit District	472,000	481,500	491,000	501,000	511,000
Interest	6,000				
Expenditures - Pavement Program	(926,000)	(925,000)	(925,000)	(925,000)	(925,000)
Net Activity ("Revenues over (under) Expenditures")	157,800	168,158	183,574	199,550	215,586
<i>Estimated Ending Fund Balance</i>	<u>\$ 1,137,800</u>	<u>\$ 1,305,958</u>	<u>\$ 1,489,532</u>	<u>\$ 1,689,082</u>	<u>\$ 1,904,668</u>

Priority

Priority

Project Name	Project Name	Project Name
North Bulkhead		
N Lot Restrooms, Plazas & Promenade	Tenant Restroom Replacement (\$50K - 1 TST)	
South 216th - Segment 3	Downtown Alley Improvement (\$393K - GF, \$148K - 1 TST)	
	DMMD & S 200th Street Signal Improvements (\$111K - TIF)	
	24th Ave/S. 208th St Intersection Improvements (\$10K - TIF)	24th Ave Sidewalk, 223rd to Kent Des Moines Rd (\$75K - TIF)
		S 223rd Walkway Improvements (\$150K - ASE)
		16th Ave - Seg 5A (\$0)
Sound Transit - FWLE		
Puget Sound Gateway - SR509 Extension		
Arterial Street Pavement Preservation		
Sidewalk Program	Guardrail Program (\$25K - R2)	
	Arterial Traffic Calming (\$151K - GF)	
Court Security Improvements		Founders' Lodge Improvements (\$200K - R1)
Police Security Improvements		
The Van Gasken Park		Beach Park Bulkhead, Promenade, & Play Equip/Water Feature
Wasson Demo	Mary Gay Park (\$50K - PIL, \$50K - 1TST)	
SJU Play	Wooton Park (\$182K - R2)	
Kiddie Park Play Equipment City Park Improvements	Westwood Play Equipment (\$118K - R2)	Cecil Powell Play Equipment (\$13K - R2)
		Field House Play Equipment (\$7K - R2)
Redondo Floats (\$70K - R2)	Redondo Paid Parking (\$50K - GF)	Marina Dynamic Messaging Signs (\$50K - GF)
24th Ave S. Midblock Pedestrian Crossing	30th Ave S Improvements - South Segments (\$0)	S. 200th Street Walkway Improvements (\$40K - ASE)
Barnes Creek Trail		
DMBP Sun Home Lodge Rehab		

Project's in Close-out Phase

- S 268th Street Sidewalks
- N. Lot Fishing Pier Paid Parking
- Activity Center Exterior Paint
- Field House Tennis Court
- I-5 Directional Signage
- S 216th St - Segment 1A
- Midway Park Play Equipment
- Parkside Playground