



CITY OF SNOHOMISH

P.O. BOX 1589 | SNOHOMISH, WASHINGTON 98291 | (360) 568-3115 | WWW.SNOHOMISHWA.GOV

NOTICE OF REGULAR MEETING

SNOHOMISH CITY COUNCIL

TUESDAY
September 15, 2020
6:00 p.m.

AGENDA ON NEXT PAGE

Remote On-Line/Phone Access ONLY Via “Zoom”:

Pursuant to City of Snohomish’s **Resolution 1408** adopting procedures for holding public meetings consistent with State law, and in accordance with the Governor’s Proclamation 20-25, “Stay Home Stay Healthy” order to reduce the risk of exposure and the spread of contagious viruses through social interactions, the September 15, 2020 regular meeting of the City Council will be held utilizing remote access. The public is invited and encouraged to participate by calling in, and listening to the live meeting. Instructions for calling into the live meeting are provided below.

To access the ONLINE Zoom remote meeting, please use the following link (external/internal speakers required): <https://us02web.zoom.us/j/89051214403>

Meeting ID: 890 5121 4403

To PHONE-IN without a computer, or if your computer does not have an audio feature, dial:

+1 253 215 8782 or
+1 669 900 6833 or
+1 346 248 7799 or
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YOU WILL BE PROMPTED TO ENTER THE MEETING ID# --

Meeting ID: 890 5121 4403

**THEN, YOU WILL BE PROMPTED TO ENTER A PARTICIPANT NUMBER --
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SNOHOMISH CITY COUNCIL

Remote On-Line/Phone Access ONLY Via "Zoom"

TUESDAY
September 15, 2020
6:00 p.m.

AGENDA

*Estimated
time*

- 6:00 1. **CALL TO ORDER:**
- a. Roll Call
 - b. Pledge of Allegiance
2. **INTRODUCTORY REMARKS BY MAYOR JOHN T. KARTAK**
3. **APPROVE AGENDA** contents and order
4. **APPROVE MINUTES** of the September 1, 2020 regular meeting (P.5)
- 6:10 5. **CITIZEN COMMENTS** - *Three minutes allowed for citizen comments on subjects not on the agenda. Three minutes will be allowed for citizen comments during each Public Hearing, Action or Discussion Agenda Item immediately following council questions and before council deliberation. Citizen comments are not allowed under New Business or Consent items.*
6. **ACTION ITEMS:**
- 6:20 a. **AMEND** Snohomish County Sheriff's Office Interlocal Agreement for Law Enforcement Services (P.11)
- 6:40 b. **AUTHORIZE** Mayor to Sign Letter with Republic Services (P.59)
- 6:50 c. Social Security Tax Deferral Option (P.61)
- 7:00 d. **AUTHORIZE** the Mayor to Execute a Professional Services Agreement with Gray & Osborne for the Swifty Creek Storm System and Rainier Sewer Lift Station/Forcemain Improvement Projects (P.63)

*** Continued Next Page ***

- 7:10 7. **DISCUSSION ITEM:** Transportation Benefit District (TBD) (P.91)
- 7:30 8. **CONSENT ITEM: AUTHORIZE** payment of claim warrants #73441 through #73520 in the amount of \$375,010.08, issued since the last regular meeting. (P.107)
- 7:35 9. **OTHER BUSINESS/INFORMATION ITEMS**
- 7:40 10. **COUNCILMEMBER COMMENTS/LIAISON REPORTS**
- 7:45 11. **COUNCIL PRESIDENT’S ITEMS/REPORTS**
- 7:50 12. **CITY ADMINISTRATOR’S COMMENTS**
- 7:55 13. **MAYOR’S COMMENTS**
- 8:00 14. **ADJOURN**

NEXT MEETING: The next meeting is scheduled for Tuesday, October 6, 2020, workshop at 5:00 p.m., regular meeting at 6:00 p.m., via remote online access on Zoom.

Specialized accommodations will be provided with 5 days advanced notice. Contact the City Clerk's Office at 360-568-3115.

This organization is an Equal Opportunity Provider.

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**Snohomish City Council Meeting Minutes
September 1, 2020**

1. **CALL TO ORDER:** Mayor Kartak called the Snohomish City Council regular meeting to order at 6:00 p.m., Tuesday, September 1, 2020.

COUNCILMEMBERS/MAYOR PRESENT

Larry Countryman
Steve Dana
Judith Kuleta
Tom Merrill
Donna Ray
Linda Redmon
John T. Kartak, Mayor

STAFF PRESENT

Debbie Burton, Finance Director
Glen Pickus, Planning Director
Wendy Poischbeg, Economic Development and
Communications Manager
Captain Robert Palmer, Interim Police Chief
Steve Schuller, City Administrator and Utility
General Manager
Nikki Thompson, City Attorney's Office
Brandi Whitson, Administrative Assistant

NOTE: Due to the COVID-19 declared federal, state and local emergency, and pursuant to Governor Inslee's Proclamations 20-05 and 20-28, the Snohomish City Council held its meeting via remote participation.

2. **INTRODUCTORY REMARKS BY MAYOR JOHN T. KARTAK.** Mayor Kartak provided a statement regarding the necessity to conduct the remote meeting due to the COVID-19 pandemic.
3. **APPROVE AGENDA** contents and order.

MOTION by Redmon, second by Kuleta to amend the agenda by adding Assigning Council Liaisons to Agenda Item 7b., and the reading of a Proclamation to Agenda Item 5. Motion passed unanimously (6-0).

MOTION by Redmon, second by Kuleta to approve the agenda as amended. Motion passed unanimously (6-0).

4. **APPROVE MINUTES** of the August 18, 2020 regular meeting.

MOTION by Merrill, second by Redmon to approve the minutes of the August 18, 2020 regular meeting. Motion passed unanimously (6-0).

5. **PRESENTATION:**

- a. Mayor Kartak introduced Heather Thompson, Public & Government Affairs Manager with the Snohomish Health District, who provided an overview of the Health District's responsibilities and activities.
- b. **PROCLAMATION** (*added at beginning of meeting*): Mayor Kartak read a Proclamation expressing the City's appreciation for the Snohomish Health District's efforts during the COVID-19 pandemic.

6. **CITIZEN COMMENTS.** Mayor Kartak welcomed the citizens to the meeting and discussed the procedures for providing citizen comment.

AGENDA ITEM 4.

Citizen Comments:

Jesse Podoll, in writing, commented on the Walsh Hills development, and lights for the baseball field at Pilchuck Park.

Marilene Richardson, in writing, thanked Wendy Poischbeg for the Quarterly Magazine.

Candace Jarrett, in writing, commented on symbols of hate and racism.

Bill Coady, commented on the proposed Walsh Hills development.

Karen Crowley, thanked Ms. Poischbeg for the Quarterly Magazine.

Jessica Newkirk, also thanked Ms. Poischbeg for the Quarterly Magazine.

Don Baldwin, commented against topics covered by the Quarterly Magazine.

Mark Miller, thanked City staff for their ongoing outreach efforts.

Russell Joe, Republic Services, provided an update on recycling and the City's upcoming *Recycle 101* presentation.

Morgan Davis, commented on the need for a neighborhood park west of Avenue D.

City Comments: Closed

In response to several comments received by Councilmembers and staff, Mayor Kartak requested Mr. Pickus provide an update on the proposed Walsh Hills development. Mr. Pickus advised that comments will be received up to a day before the public hearing before the Hearing Examiner, possibly in November. Staff is still reviewing the proposal and obtaining necessary information. He advised the City does not have authority to require the developer to fix historical street deficiencies; only to contribute a proportionate share of the impact the developer may create. The developer also has to pay impact fees, which for 113 detached single-family houses would include approximately \$468,950 in Park Impact Fees, \$682,407 for Schools Impact Fees, and \$126,637 in Traffic Impact Fees. Mr. Pickus reviewed the Hearing Examiner process, and explained neither the City Council nor the Planning Commission has a role in that process. If the preliminary plat is approved, the applicant would then submit permit applications for site development, utilities, and streets, for administrative review and approval by City staff. Regarding concerns about density, Mr. Pickus advised the property contains two zoning designations, which accommodated the previous use as a nursing home, as assigned when the property was annexed into the City in 1965. Property rights for the owner and potential buyer allows development at the current zoning, which would actually allow over 300 units.

Councilmember Dana commented that the previous landowner remarked the Supreme Court had granted him an R3 zoning designation which he claimed could not be changed by the City. Mr. Pickus responded that development would be based on the zoning in place now, regardless of whether it changes.

Mayor Kartak clarified that staff will continue to receive public comment up to the public hearing. Mr. Pickus explained comments can be emailed to City staff, and that a page was on the City's website to provide development updates.

7. **ACTION ITEMS:**

- a. **CONFIRM** Mayor's Appointments to the Youth Council for 2020/2021, and **RECOGNIZE** Outgoing Class of 2019/2020

Councilmember Redmon provided a summary of events and accomplishments by the Youth Council, and thanked each of the members for their ongoing efforts in the community.

AGENDA ITEM 4.

Mayor Kartak read a Proclamation of appreciation for outgoing members, and provided his nominations for appointment to the 2020/20201 Youth Council:

Anna McPherson	Tenth Grade
Logan Nuttall	Eleventh Grade
Peyton Tennery	Eleventh Grade
Akaysha Williams	Eleventh Grade
Eryn Anderson	Twelfth Grade

Citizen Comments:

Karen Crowley commented on her appreciation of the City Council and the Youth Council.

Citizen Comments: Closed

MOTION by Redmon, second by Merrill that the City Council CONFIRM the 2020/2021 Youth Council Student Members as Recommended by the Youth Council and Advisors, and as Appointed by the Mayor. Motion passed unanimously (6-0).

b. **SELECT** City Council President

Councilmember Kuleta nominated Councilmember Redmon, who accepted the nomination. There were no other nominations.

Citizen Comments:

Terry Lippincott and **Morgan Davis** both endorsed Councilmember Redmon.

Citizen Comments: Closed

MOTION by Kuleta, second by Merrill to APPOINT Councilmember Redmon as City Council President, to serve through December 31, 2021. Motion passed unanimously (6-0).

(Added at beginning of meeting): Council President Redmon requested appointments to fill former Councilmember Sanders's role as liaison with the Youth Council and Community Leader Forum.

MOTION by Merrill, second by Kuleta to APPOINT Councilmember Kuleta as a Youth Council Liaison, and to APPOINT Councilmembers Redmon and Ray to the Community Leader Forum. Motion passed unanimously via voice vote (6-0).

c. **AMEND** Snohomish County Sheriff's Office Interlocal Agreement for Law Enforcement Services

Mr. Schuller provided background on the agreement, indicating the Amendment No. 3 was to revise the existing agreement to allow a Captain to be Police Chief.

Councilmember Ray questioned the elimination of Section 4.1.6.2, which would allow the County to remove the Police Chief, potentially without input from the City. Mr. Schuller explained the current agreement allows the County Sheriff to make final decisions after consulting with the City. He advised the City can negotiate different language during the

AGENDA ITEM 4.

upcoming contract review.

Councilmember Merrill concurred with Councilmember Ray, and stated his concern that changes now could impact future changes. He also questioned the additional expense that a Captain's salary would incur over a Lieutenant's salary.

Mayor Kartak commented on the working relationship with the Sheriff's Office, and their willingness to work with the City. He believed the additional cost in salary would be in the best interest for the City to retain Captain Palmer.

The Council asked several questions concerning the potential of the agreement, possible appointments, and budget impacts.

Citizen Comments:

Mark Miller suggested in-depth discussions with potential Police Chief appointments.

Merritt Weese disapproved of the proposed language.

Jim Sorenson commented on budget increase concerns.

Karen Crowley commented on budget concerns and best use of resources.

Debbie Lippincott queried Captain Palmer's responsibilities at the County level.

Diane McDowell commented on the contract language.

Morgan Davis remarked on past police services and the proposed contract language.

John Lovick praised Captain Palmer's experience and leadership.

Citizen Comments: Closed

The Council continued to discuss the proposed changes, and questioned what would happen if no action was taken tonight. Sheriff Fortney, in attendance, confirmed with Mayor Kartak that Captain Palmer would remain Interim Police Chief.

At 8:58 p.m., **MOTION** by Ray, second by Kuleta to extend the meeting until 10:00 p.m. Motion passed unanimously via voice vote (6-0).

After further discussion, the Council determined that, while they agreed Captain Palmer would be well suited as Police Chief and wished to limit turnover in that position, they were hesitant to accept the language as proposed. Mayor Kartak suggested City staff work with the Sheriff's Office on a revised addendum, and therefore, table the issue until the next meeting.

MOTION by Redmon, second by Ray, to table the addendum until the next regular meeting on September 15, 2020. Motion passed unanimously (6-0).

8. DISCUSSION ITEM: Process for Filling City Council Position 3 Vacancy

Mr. Schuller provided background of the process used in the past, where applications would be accepted for 30 days, and Council could then review applications, narrow the list down as needed, and interview their final candidates. The appointed person would serve until the next election in November 2021.

The Council discussed the options, and felt 30 days was adequate, selecting six applicants would be acceptable (where each Councilmember could select an applicant to interview, if more than six applications were received), and would utilize Executive Sessions where appropriate.

AGENDA ITEM 4.

Citizen Comments: None

Citizen Comments: Closed

9. CONSENT ITEMS:

- a. **AMEND** SMC 15.05.040 Voluntary Termination of Utility Services - **ADOPT** Ordinance 2396
- b. **CONFIRM** Mayor's Reappointments to the Design Review Board
- c. **AUTHORIZE** payment of claim warrants #73348 through #73431 in the amount of \$942,238.60, and payroll warrants #70125 through #73440 in the amount of \$457,643.21, issued since the last regular meeting.

MOTION by Countryman, second by Merrill to PASS the Consent Items. The motion passed unanimously via voice vote (6-0).

10. OTHER BUSINESS/INFORMATION ITEMS: None

11. COUNCILMEMBER COMMENTS:

Councilmember Ray requested an update on filling the Park and Recreation Board opening. Mr. Schuller answered he will inquire and advise.

Councilmember Kuleta commented that the Midtown Task Force members were all doing a great job and representing Snohomish well. She provided an update on her personal journey with anti-racism, referencing Pete Carroll's recent comments on diversity.

Councilmember Merrill concurred with Councilmember Kuleta's praise of the Midtown Task Force, and reported an opening on the Community Transit's Board of Directors.

12. COUNCIL PRESIDENT'S ITEMS/REPORTS: Council President Redmon wished to revisit Mr. Podoll's letter on the Pilchuck Park lights. Mr. Schuller advised the lights are not in the current budget, and issues may actually be related to the electrical system, in which case, replacing the lights may not fix the problem. Staff is investigating and will report back to Council.

Council President Redmon inquired about alternative temporary lighting, as the fields do generate revenue for the City and would be beneficial. She requested estimates for budget consideration.

13. CITY ADMINISTRATOR'S COMMENTS: Mr. Schuller mentioned the upcoming workshop on goal selection.

MOTION by Ray, second by Merrill, to hold a special meeting workshop to discuss goal selection on Tuesday, September 8, 2020 at 5 p.m. Motion passed unanimously via voice vote (6-0).

14. MAYOR'S COMMENTS: Mayor Kartak reported that the dam on the Pilchuck River has been completely removed, the peracetic acid disinfection system is in place for the wastewater treatment plant, utility improvements are underway along Emerson Avenue, and the Carnegie Building work is progressing.

AGENDA ITEM 4.

15. **RECESS to EXECUTIVE SESSION** at 9:35 p.m. to discuss potential litigation, pursuant to RCW 42.30.110(1)(i) for 15 minutes with no action to follow.

Mr. Schuller extended the Executive Session an additional 10 minutes at 9:50 p.m.

16. **RECONVENE and ADJOURN:** The regular meeting reconvened at 9:58 p.m.

MOTION by Merrill, second by Ray to adjourn the meeting at 9:59 p.m. Motion passed unanimously (6-0).

APPROVED this 15th day of September, 2020.

CITY OF SNOHOMISH

ATTEST:

John T. Kartak, Mayor

Brandi Whitson, Administrative Assistant

ACTION ITEM 6a.

Date: September 15, 2020

To: City Council

From: Nikki Thompson, City Attorney's Office
Steve Schuller, City Administrator and Utility General Manager

Subject: Amendment No. 3 to the Interlocal Agreement for Law Enforcement Services to Designate the City Police Chief as a Sheriff Office Captain for the Remainder of the Agreement Term, which ends December 31, 2021

The current Interlocal Agreement (ILA) for Law Enforcement Services between the City of Snohomish and Snohomish County is five years in length, from January 1, 2017 to December 31, 2021. In order to approve a new agreement before the current one expires at the end of next year, the process to negotiate a new agreement should begin this fall. The City Council will want to consider a robust process for community engagement and outreach considering the current social unrest, nationwide focus on law enforcement, and strong public opinions of how to provide these services.

In the meantime, the City now requires continuity of services and law enforcement leadership. At the September 1 meeting, the City Council requested additional information regarding Amendment No. 3 to the ILA to designate a Captain as the City Police Chief for the remainder of the current Agreement, specifically current Interim Police Chief, Captain Rob Palmer.

The City Council requested that the Amendment be brought back to the September 15 meeting with the following two areas further defined. Nikki Thompson, with the City Attorney's Office, will review each of these in more detail at tonight's meeting:

1. Additional direction in Section 4.1.6.2 to require consultation and agreement by the City if the County replaces the Chief of Police, Captain Palmer, between now and December 2021. Additional language has been added in coordination with the County Deputy Prosecutor; and,
2. Supplementary background on the need at this time for law enforcement leadership and justification for the increased cost (about \$2,500 per month) between now and December 2021. Further language has been added to the beginning of the Amendment under four separate "Whereas" statements. The 2019/2020 budget as adopted by the City Council for law enforcement is \$7,777,105.

At the August 11, 2020 Council Budget Workshop, the 2019/2020 Budget vs. Actual report was presented for the first 18 months of the current two-year (24 month) budget. By June 30, 2020, it was expected that approximately 75% of the 2019/2020 budget for law enforcement would be expended:

- Budget expenditures of 75% of \$7,777,105 is approximately \$5,832,828; and
- Actual law enforcement expenditures were \$5,131,067;
- Therefore, as of June 30, 2020, the law enforcement budget was about \$701,000 below budget.

ACTION ITEM 6a.

This was for a number of reasons (e.g. community outreach officer, court costs, overtime, COVID-19) which can be further detailed at tonight's meeting, as requested. The key update is that the law enforcement budget has available unexpended funds.

The revised Amendment No. 3 with redlines is shown in Attachment A. Attachment B is the staff report from September 1, and Attachment C is the original ILA signed in January 2017.

Attachment D is regarding Amendment No. 1 (3% Specialty Pay), including the staff report from the consent item from September 17, 2019, and the staff report and minutes from May 21, 2019. Attachment E is regarding Amendment No. 2 (Police Records), including the staff report and minutes from January 7, 2020.

RECOMMENDATION: That the City Council AUTHORIZE the Mayor to sign Amendment No. 3 to the Interlocal Agreement between Snohomish County and the City of Snohomish for the Provision of Law Enforcement Services.

ATTACHMENTS:

- A. Redline of revised Amendment No. 3 to the Interlocal Agreement for Law Enforcement Services
- B. Staff report from the September 1, 2020 Council meeting
- C. Interlocal Agreement for Law Enforcement Services, signed in January 2017
- D. Amendment No. 1 (3% Specialty Pay), staff report from the consent item from September 17, 2019, and the staff report and minutes from May 21, 2019
- E. Amendment No. 2 (Police Records) to the ILA, staff report and minutes from January 7, 2020

ATTACHMENT A

AMENDMENT NO. 3 TO THE INTERLOCAL AGREEMENT
BETWEEN SNOHOMISH COUNTY AND THE CITY OF SNOHOMISH
FOR THE PROVISION OF LAW ENFORCEMENT SERVICES

This Amendment No. 3 to the Interlocal Agreement between Snohomish County and The City of Snohomish for the Provision of Law Enforcement (“Amendment No. 3”), is entered into by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and the City of Snohomish, a municipal corporation of the State of Washington, (the “City”).

WITNESSES THAT:

WHEREAS, January 9, 2017, the County and the City entered into an Interlocal Agreement for the Provision of Law Enforcement Services (“Interlocal Agreement”). The Interlocal Agreement governs the provision of law enforcement services to the City from January 1, 2017, to December 31, 2021; and

WHEREAS, beginning in June 2020, the Sheriff temporarily assigned a Sheriff’s Office Captain to serve in the role of Interim City Police Chief; and

WHEREAS, the City recognizes the benefit to the community that continuity and experienced leadership provides and desires to continue its relationship with the County with a Captain assigned as its Police Chief; and

WHEREAS, the Sheriff is willing to assign a Sheriff’s Office Captain to act as the City Chief of Police; and

WHEREAS, it is the City’s intent to use the remaining term of this agreement to engage in comprehensive conversations with the community about the vision for law enforcement in the City.

NOW THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties mutually agree to amend the Interlocal Agreement as follows:

1. Section 2.1 of the Interlocal Agreement is deleted in its entirety and replaced as follows:

CHIEF OF POLICE. After considering the advice and recommendations of the CITY, the COUNTY, through the elected Sheriff or his/her designee will designate a Sheriff’s ~~lieutenant~~ captain to serve as the Chief of Police. The Chief of Police will coordinate service delivery, attend City Council and other public meetings as required by the CITY, prepare budget requests, schedule employees, maintain integrity of records, and generally manage law enforcement activities on behalf of the CITY. The Sheriff has no interest in defining law enforcement issues and priorities of importance to the CITY to the extent that the CITY’s directives to the Chief of Police are lawful.

AMENDMENT NO. 3 BETWEEN
SNOHOMISH COUNTY AND CITY OF SNOHOMISH
FOR LAW ENFORCEMENT SERVICES

ACTION ITEM 6a.

The ~~City Manager~~ Mayor and City Administrator shall maintain the authority to define law enforcement issues and priorities to the Chief of Police or his designee. The Chief of Police and all other personnel assigned to the CITY under this Agreement will respond to the general law enforcement issues and priorities identified by the ~~City Manager~~ Mayor and City Administrator.

2. Section 4.1.6.2 of the Interlocal Agreement is deleted in its entirety and replaced as follows:

COUNTY REQUEST. The COUNTY may replace the Chief of Police designated under paragraph 2.1 after consultation and agreement of the CITY. The CITY'S agreement shall not be unreasonably withheld or delayed. The COUNTY will provide the by providing the CITY with a minimum of sixty (60) days' notice of its intent to replace the captain assigned to the CITY as the Chief of Police. The replacement captain will be selected and designated pursuant to paragraph 2.1.

3. Effective September 1, 2020, Addendum 2 of the Interlocal Agreement, as amended by Amendment No. 1 and 2, shall be removed and replaced with a new Addendum 2, attached to this Amendment No. 3 and hereby incorporated by reference.
4. Except as expressly provided in this Amendment No. 3, all the terms and conditions of the Interlocal Agreement as amended are ratified and affirmed and remain in full force and effect.
5. This Amendment No. 3 may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

In witness whereof, the parties hereby execute this Amendment No. 3 to the Interlocal Agreement.

CITY OF SNOHOMISH:

SNOHOMISH COUNTY:

Mayor

County Executive

Approved as to Form:

Approved as to Form:

City Attorney

Deputy Prosecuting Attorney

AMENDMENT NO. 3 BETWEEN
SNOHOMISH COUNTY AND CITY OF SNOHOMISH
FOR LAW ENFORCEMENT SERVICES

Addendum 2

**City Of Snohomish
Police Services Contract
January 1, 2017 - December 31, 2021
Amendment 3**

Years 2017-2021

Personnel	FTE Count	Current Per FTE Cost	2017	2018	2019	2020	2021
			2017	2018	2019	2020	2021
Captain Salary							
Captain Benefits							
Lieutenant Salary	1.0	\$ 118,205	\$ 121,751	\$ 125,404	\$ 129,166	\$ 133,041	\$ 137,032
Lieutenant Benefits		\$ 32,536	\$ 33,512	\$ 34,517	\$ 35,553	\$ 36,619	\$ 37,718
Lieutenant Overtime		\$ 2,001	\$ 2,061	\$ 2,123	\$ 2,187	\$ 2,252	\$ 2,320
Sergeant Salary	5.0	\$ 98,201	\$ 505,737	\$ 520,909	\$ 536,536	\$ 552,692	\$ 569,211
Sergeant Benefits		\$ 29,957	\$ 154,279	\$ 158,907	\$ 163,674	\$ 168,584	\$ 173,642
Sergeant Overtime		\$ 7,756	\$ 39,942	\$ 41,140	\$ 42,374	\$ 43,646	\$ 44,955
Sergeant Speciality Pay 3%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deputy Sheriff Salary	9.0	\$ 81,434	\$ 754,892	\$ 777,539	\$ 800,865	\$ 824,891	\$ 849,638
Deputy Sheriff Benefits		\$ 21,796	\$ 257,670	\$ 265,400	\$ 273,362	\$ 281,563	\$ 290,010
Deputy Sheriff Overtime		\$ 8,295	\$ 76,897	\$ 79,204	\$ 81,580	\$ 84,028	\$ 86,549
Deputy Speciality Pay 3%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Detective Salary	2.0	\$ 82,322	\$ 169,584	\$ 174,671	\$ 179,912	\$ 185,209	\$ 190,868
Detective Benefits		\$ 24,623	\$ 50,723	\$ 52,245	\$ 53,812	\$ 55,426	\$ 57,089
Detective Overtime		\$ 8,100	\$ 16,685	\$ 17,186	\$ 17,702	\$ 18,233	\$ 18,780
School Resource Officer Salary	1.0	\$ 79,213	\$ 81,589	\$ 84,037	\$ 86,558	\$ 89,155	\$ 91,830
School Resource Officer Benefits		\$ 27,510	\$ 28,335	\$ 29,185	\$ 30,061	\$ 30,963	\$ 31,891
School Resource Officer Overtime		\$ 2,963	\$ 3,052	\$ 3,143	\$ 3,238	\$ 3,335	\$ 3,435
School Resource Officer 3%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total FTEs	18.0						
Personnel Subtotal			\$ 2,296,710	\$ 2,365,612	\$ 2,436,580	\$ 2,509,677	\$ 2,584,968
Annual Operating Costs	Count	Unit Cost					
Vehicle Operating Cost (Capt. & Det)	3	\$ 9,886	\$ 30,548	\$ 31,464	\$ 32,408	\$ 33,389	\$ 34,382
Vehicle Operating Cost (Sgt., Deputy, SRO)	15	\$ 14,138	\$ 218,432	\$ 224,985	\$ 231,735	\$ 238,687	\$ 245,847
Cellular Phone Service	18	\$ 700	\$ 12,978	\$ 13,367	\$ 13,768	\$ 14,181	\$ 14,607
Contract Administration Services	18	\$ 538	\$ 9,966	\$ 10,265	\$ 10,573	\$ 10,890	\$ 11,217
Phones/PCs/Information Services	18	\$ 6,531	\$ 121,087	\$ 124,719	\$ 128,461	\$ 132,315	\$ 136,284
Evidence Facility Services**	18	\$ 1,104	\$ 20,461	\$ 21,075	\$ 21,707	\$ 22,359	\$ 23,029
Records Management Services**	18	\$ 84	\$ 1,565	\$ 1,612	\$ 1,660	\$ 1,710	\$ 1,761
Misdemeanor Warrant Entry	383	\$ 5,23	\$ 2,063	\$ 2,125	\$ 2,189	\$ 2,254	\$ 2,322
Court Ordered/Protection Entry	51	\$ 16,58	\$ 871	\$ 897	\$ 924	\$ 952	\$ 980
Training Unit / Range	18	\$ 1,380	\$ 25,585	\$ 26,353	\$ 27,143	\$ 27,958	\$ 28,796
Outside training	18	\$ 425	\$ 7,650	\$ 7,880	\$ 8,116	\$ 8,359	\$ 8,610
Operational Supplies/Uniforms	18	\$ 1,750	\$ 32,445	\$ 33,418	\$ 34,421	\$ 35,454	\$ 36,517
Annual Operating Cost Subtotal			\$ 483,651	\$ 498,161	\$ 513,105	\$ 528,499	\$ 544,353
Annual Operating Credits Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -
Annual Operating Credits Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -

Addendum 2

**City Of Snohomish
Police Services Contract
January 1, 2017 - December 31, 2021
Amendment 3**

Personnel***	FTE Count	2020			2020 Total	2021
		Mar - Aug	Sept - Dec	2020 Total		
LET Lead	0.5	\$ 15,496	\$ 10,331	\$ 25,827	\$ 31,922	
LET Lead Benefits		\$ 7,942	\$ 5,295	\$ 13,237	\$ 16,361	
LET Lead Overtime		\$ 1,000	\$ 667	\$ 1,667	\$ 2,060	
Public Records Specialist	0.5	\$ 15,496	\$ 10,331	\$ 25,827	\$ 31,922	
Public Records Specialist Benefits		\$ 7,942	\$ 5,295	\$ 13,237	\$ 16,361	
Public Records Specialist Overtime		\$ 1,000	\$ 667	\$ 1,667	\$ 2,060	
LES	1	\$ 27,447	\$ 18,298	\$ 45,746	\$ 56,542	
LES Benefits		\$ 15,022	\$ 10,014	\$ 25,036	\$ 30,945	
LES Overtime		\$ 1,750	\$ 1,167	\$ 2,917	\$ 3,605	
Personnel Subtotal		\$ 93,096	\$ 62,064	\$ 155,160	\$ 191,778	

Annual Operating Costs	Count	2020			2020 Total	2021
		Mar - Aug	Sept - Dec	2020 Total		
Records Management Services	18	\$ 21,060	\$ 14,040	\$ 35,100	\$ 43,384	
Contract Administration Services	2	\$ 605	\$ 403	\$ 1,008	\$ 1,246	
Phones/PCs/Information Services	2	\$ 7,351	\$ 4,901	\$ 12,251	\$ 15,143	
Outside training	2	\$ 464	\$ 310	\$ 774	\$ 957	
Operational Supplies/Uniforms	2	\$ 1,970	\$ 1,313	\$ 3,283	\$ 4,057	
Operating Subtotal		\$ 31,450	\$ 20,967	\$ 52,416	\$ 64,787	

Start up (one time) - Equipment	2	\$ 6,000	\$ 4,000	\$ 10,000	\$ -
Start up (one time) - Personnel Transition	2	\$ 6,000	\$ 4,000	\$ 10,000	\$ -
Total Start up (one time)		\$ 12,000	\$ 8,000	\$ 20,000	\$ -
Total for LET Lead & LES		\$ 227,577	\$ 150,031	\$ 377,608	\$ 456,565

Grand Total by Year	2017	2018	2019	2020	2021
	\$ 2,780,361	\$ 2,863,772	\$ 2,949,685	\$ 3,038,176	\$ 3,129,321

Notes:
 All personnel and operating costs reflect a 3% annual increase for CPI/COIA
 **Evidence and Records Service costs are assessed only for commissioned personnel
 ***Personnel costs may be prorated in 2020 based upon assignment of workload responsibility during the transition of records management services
 Non-Commissioned staff employed by the City are not included in this cost proposal
 Snohomish County 911 and other County service contracts (PA, Jail, SRDTF, Auditor) are not included in this proposal
 Credit for Police Facilities is based off of \$19/sq ft
 Amendment 1: 2020 - 2021 include 3% Speciality pay for Sgts, Depts and SRO on salary & OT
 Amendment 2: 2020 - 2021 include 0.5 FTE Law Enforcement Technician (LET) Lead, 0.5 FTE Public Records Specialist and 1.0 FTE Law Enforcement Secretary (LES)
 Amendment 3: 2020 - 2021 include Captain, remove Lieutenant

ATTACHMENT B

Date: September 1, 2020

To: City Council

From: John T. Kartak, Mayor
Steve Schuller, City Administrator and Utility General Manager

Subject: Amendment No. 3 to the Interlocal Agreement for Law Enforcement Services to Designate the City Police Chief as a Sheriff's Office Captain

BACKGROUND: Since early June 2020, Captain Robert Palmer has been serving the City of Snohomish as the Interim Police Chief. Mayor John T. Kartak has requested, and the County Sheriff is fully ready, to designate Captain Palmer to serve in a permanent capacity as Police Chief.

The current five-year Interlocal Agreement (January 1, 2017 to December 31, 2021) between the City of Snohomish and Snohomish County states the following:

CHIEF OF POLICE. After considering the advice and recommendations of the CITY, the COUNTY, through the elected Sheriff or his/her designee will designate a Sheriff's lieutenant to serve as the Chief of Police.

Therefore, for the remainder of the current agreement, from September 2020 to December 2021, it is proposed that the Interlocal Agreement be revised to designate a Sheriff's Captain (in place of a Lieutenant) as Police Chief. This would allow the City to recommend and the County Sheriff to designate Captain Rob Palmer as the full-time Police Chief.

ANALYSIS: Next year, the Mayor, City Council, City Attorney and City staff will work with Snohomish County and the County Sheriff's Office to negotiate a new multi-year agreement, which would likely extend from January 2022 to December 2026, if a duration is approved to a similar five-year approach as the two previous agreements (2012-2016 and 2017-2021). The attached Amendment No. 3 is not expected to set a precedent for the future agreement. For the next multi-year agreement, the City and County may return the designation of Chief of Police to "Lieutenant," may retain "Captain," change the designation to "Lieutenant or Captain," or select a different rank, as deemed appropriate by both parties.

Amendment No. 3 revises section 2.1, which states that the "City Manager" shall maintain the authority to define law enforcement issues and priorities. The City Attorney has recommended that Amendment No. 3 update the sentence to read "Mayor and City Administrator," given our current plan of government. The other sections of the agreement can be updated next year when the new agreement is negotiated. A redline of the proposed changes are shown in the Attachment.

BUDGETARY IMPACTS: A Sheriff's Captain's salary and benefits is approximately \$202,000 per year, and a Lieutenant's is \$172,000, a difference of about \$2,500 per month or \$30,000 annually.

STRATEGIC PLAN REFERENCE: Not applicable

ACTION ITEM 6a.

RECOMMENDATION: That the City Council AUTHORIZE the Mayor to sign Amendment No. 3 to the Interlocal Agreement between Snohomish County and the City of Snohomish for the Provision of Law Enforcement Services.

ATTACHMENT: Redline of Amendment No. 3 to the Interlocal Agreement for Law Enforcement Services

ATTACHMENT

**AMENDMENT NO. 3 TO THE INTERLOCAL AGREEMENT
BETWEEN SNOHOMISH COUNTY AND THE CITY OF SNOHOMISH
FOR THE PROVISION OF LAW ENFORCEMENT SERVICES**

This Amendment No. 3 to the Interlocal Agreement between Snohomish County and the City of Snohomish for the Provision of Law Enforcement Services ("Amendment No. 3"), is entered into by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Snohomish, a municipal corporation of the State of Washington, (the "City").

WITNESSES THAT:

WHEREAS, January 9, 2017, the County and the City entered into an Interlocal Agreement for the Provision of Law Enforcement Services ("Interlocal Agreement"). The Interlocal Agreement governs the provision of law enforcement services to the City from January 1, 2017, to December 31, 2021; and

WHEREAS, the City has requested that the County Sheriff designate a Sheriff's Office Captain to service as the City Police Chief.

WHEREAS, the Sheriff is willing to designate a Sheriff's Office Captain to act as the City Chief of Police.

NOW THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties mutually agree to amend the Interlocal Agreement as follows:

1. Section 2.1 of the Interlocal Agreement is deleted in its entirety and replaced as follows:

CHIEF OF POLICE. After considering the advice and recommendations of the CITY, the COUNTY, through the elected Sheriff or his/her designee will designate a Sheriff's ~~lieutenant captain~~ to serve as the Chief of Police. The Chief of Police will coordinate service delivery, attend City Council and other public meetings as required by the CITY, prepare budget requests, schedule employees, maintain integrity of records, and generally manage law enforcement activities on behalf of the CITY. The Sheriff has no interest in defining law enforcement issues and priorities of importance to the CITY to the extent that the CITY's directives to the Chief of Police are lawful. The ~~City Manager Mayor and City Administrator~~ shall maintain the authority to define law enforcement issues and priorities to the Chief of Police or his designee. The Chief of Police and all other personnel assigned to the CITY under this Agreement will respond to the general law enforcement issues and priorities identified by the ~~City Manager Mayor and City Administrator~~.

ACTION ITEM 6a.

2. Section 4.1.6.2 of the Interlocal Agreement is deleted in its entirety and replaced as follows:

COUNTY REQUEST. The COUNTY may replace the Chief of Police designated under paragraph 2.1 by providing the CITY with a minimum of sixty (60) days' notice of its intent to replace the captain assigned to the CITY as the Chief of Police. The replacement captain will be selected and designated pursuant to paragraph 2.1.

3. Effective September 1, 2020, Addendum 2 of the Interlocal Agreement, as amended by Amendment Nos. 1 and 2, shall be removed and replaced with a new Addendum 2, attached to this Amendment No. 3 and hereby incorporated by reference.
4. Except as expressly provided in this Amendment No. 3, all the terms and conditions of the Interlocal Agreement as amended are ratified and affirmed and remain in full force and effect.
5. This Amendment No. 3 may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

In witness whereof, the parties hereby execute this Amendment No. 3 to the Interlocal Agreement.

CITY OF SNOHOMISH:

SNOHOMISH COUNTY:

Mayor

County Executive

Approved as to Form:

Approved as to Form:

City Attorney

Deputy Prosecuting Attorney

Addendum 2

**City Of Snohomish
Police Services Contract
January 1, 2017 - December 31, 2021
Amendment 3**

Years 2017-2021

Personnel	FTE Count	Current Per FTE Cost	2017	2018	2019	2020	2021
			2017	2018	2019	2020	2021
Captain Salary							
Captain Benefits							
Lieutenant Salary	1.0	\$ 118,205	\$ 121,751	\$ 125,404	\$ 129,166	\$ 133,041	\$ 137,032
Lieutenant Benefits		\$ 32,536	\$ 33,512	\$ 34,517	\$ 35,553	\$ 36,619	\$ 37,718
Lieutenant Overtime		\$ 2,001	\$ 2,061	\$ 2,123	\$ 2,187	\$ 2,252	\$ 2,320
Sergeant Salary	5.0	\$ 98,201	\$ 505,737	\$ 520,909	\$ 536,536	\$ 552,692	\$ 569,211
Sergeant Benefits		\$ 29,957	\$ 154,279	\$ 158,907	\$ 163,674	\$ 168,584	\$ 173,642
Sergeant Overtime		\$ 7,756	\$ 39,942	\$ 41,140	\$ 42,374	\$ 43,646	\$ 44,955
Sergeant Speciality Pay 3%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Deputy Sheriff Salary	9.0	\$ 81,434	\$ 754,892	\$ 777,539	\$ 800,865	\$ 824,891	\$ 849,638
Deputy Sheriff Benefits		\$ 27,796	\$ 257,670	\$ 265,400	\$ 273,362	\$ 281,563	\$ 290,010
Deputy Sheriff Overtime		\$ 8,295	\$ 76,897	\$ 79,204	\$ 81,580	\$ 84,028	\$ 86,549
Deputy Speciality Pay 3%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Detective Salary	2.0	\$ 82,322	\$ 169,584	\$ 174,671	\$ 179,912	\$ 185,209	\$ 190,868
Detective Benefits		\$ 24,623	\$ 50,723	\$ 52,245	\$ 53,812	\$ 55,426	\$ 57,089
Detective Overtime		\$ 8,100	\$ 16,685	\$ 17,186	\$ 17,702	\$ 18,233	\$ 18,780
School Resource Officer Salary	1.0	\$ 79,213	\$ 81,589	\$ 84,037	\$ 86,558	\$ 89,155	\$ 91,830
School Resource Officer Benefits		\$ 27,510	\$ 28,335	\$ 29,185	\$ 30,061	\$ 30,963	\$ 31,891
School Resource Officer Overtime		\$ 2,963	\$ 3,052	\$ 3,143	\$ 3,238	\$ 3,335	\$ 3,435
School Resource Officer 3%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total FTEs	18.0						
Personnel Subtotal			\$ 2,296,710	\$ 2,365,612	\$ 2,436,580	\$ 2,509,677	\$ 2,584,968
Annual Operating Costs	Count	Unit Cost					
Vehicle Operating Cost (Capt. & Det)	3	\$ 9,886	\$ 30,548	\$ 31,464	\$ 32,408	\$ 33,389	\$ 34,382
Vehicle Operating Cost (Sgt., Deputy, SRO)	15	\$ 14,138	\$ 218,432	\$ 224,985	\$ 231,735	\$ 238,687	\$ 245,847
Cellular Phone Service	18	\$ 700	\$ 12,978	\$ 13,367	\$ 13,768	\$ 14,181	\$ 14,607
Contract Administration Services	18	\$ 538	\$ 9,966	\$ 10,265	\$ 10,573	\$ 10,890	\$ 11,217
Phones/PCs/Information Services	18	\$ 6,531	\$ 121,087	\$ 124,719	\$ 128,461	\$ 132,315	\$ 136,284
Evidence Facility Services**	18	\$ 1,104	\$ 20,461	\$ 21,075	\$ 21,707	\$ 22,359	\$ 23,029
Records Management Services**	18	\$ 84	\$ 1,565	\$ 1,612	\$ 1,660	\$ 1,710	\$ 1,761
Misdemeanor Warrant Entry	383	\$ 5,23	\$ 2,063	\$ 2,125	\$ 2,189	\$ 2,254	\$ 2,322
Court Ordered/Protection Entry	51	\$ 16,58	\$ 871	\$ 897	\$ 924	\$ 952	\$ 980
Training Unit / Range	18	\$ 1,380	\$ 25,585	\$ 26,353	\$ 27,143	\$ 27,958	\$ 28,796
Outside training	18	\$ 425	\$ 7,650	\$ 7,880	\$ 8,116	\$ 8,359	\$ 8,610
Operational Supplies/Uniforms	18	\$ 1,750	\$ 32,445	\$ 33,418	\$ 34,421	\$ 35,454	\$ 36,517
Annual Operating Cost Subtotal			\$ 483,651	\$ 498,161	\$ 513,105	\$ 528,499	\$ 544,353
Annual Operating Credits Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -
Annual Operating Credits Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -

Addendum 2

**City Of Snohomish
Police Services Contract
January 1, 2017 - December 31, 2021
Amendment 3**

Personnel***	FTE Count	FTE Cost	2020 Mar - Aug	2020 Sept - Dec	2020 Total	2021
LET Lead	0.5	\$ 61,985	\$ 15,496	\$ 10,331	\$ 25,827	\$ 31,922
LET Lead Benefits		\$ 31,769	\$ 7,942	\$ 5,295	\$ 13,237	\$ 16,361
LET Lead Overtime		\$ 4,000	\$ 1,000	\$ 667	\$ 1,667	\$ 2,060
Public Records Specialist	0.5	\$ 61,985	\$ 15,496	\$ 10,331	\$ 25,827	\$ 31,922
Public Records Specialist Benefits		\$ 31,769	\$ 7,942	\$ 5,295	\$ 13,237	\$ 16,361
Public Records Specialist Overtime		\$ 4,000	\$ 1,000	\$ 667	\$ 1,667	\$ 2,060
LES	1	\$ 54,895	\$ 27,447	\$ 18,298	\$ 45,746	\$ 56,542
LES Benefits		\$ 30,043	\$ 15,022	\$ 10,014	\$ 25,036	\$ 30,945
LES Overtime		\$ 3,500	\$ 1,750	\$ 1,167	\$ 2,917	\$ 3,605
Personnel Subtotal			\$ 93,096	\$ 62,064	\$ 155,160	\$ 191,778
Annual Operating Costs	Count	Unit Cost	Mar - Aug	Sept - Dec	Total	2021
Records Management Services	18	\$ 2,340	\$ 21,060	\$ 14,040	\$ 35,100	\$ 43,384
Contract Administration Services	2	\$ 605	\$ 605	\$ 403	\$ 1,008	\$ 1,246
Phones/PCs/Information Services	2	\$ 7,351	\$ 7,351	\$ 4,901	\$ 12,251	\$ 15,143
Outside training	2	\$ 464	\$ 464	\$ 310	\$ 774	\$ 957
Operational Supplies/Uniforms	2	\$ 1,970	\$ 1,970	\$ 1,313	\$ 3,283	\$ 4,057
Operating Subtotal			\$ 31,450	\$ 20,967	\$ 52,416	\$ 64,787
Start up (one time) - Equipment	2	\$ 5,000	\$ 6,000	\$ 4,000	\$ 10,000	\$ -
Start up (one time) - Personnel Transition	2	\$ 5,000	\$ 6,000	\$ 4,000	\$ 10,000	\$ -
Total Start up (one time)			\$ 12,000	\$ 8,000	\$ 20,000	\$ -
Total for LET Lead & LES			\$ 227,577	\$ 227,577	\$ 227,577	\$ 256,565

Grand Total by Year	2017	2018	2019	2020	2021
	\$ 2,780,361	\$ 2,863,772	\$ 2,949,685	\$ 3,038,176	\$ 3,129,314

Notes:
 All personnel and operating costs reflect a 3% annual increase for CPI/COIA
 **Evidence and Records Service costs are assessed only for commissioned personnel
 ***Personnel costs may be prorated in 2020 based upon assignment of workload responsibility during the transition of records management services
 Non-Commissioned staff employed by the City are not included in this cost proposal
 Snohomish County 911 and other County service contracts (PA, Jail, SRDTF, Auditor) are not included in this proposal
 Credit for Police Facilities is based off of \$19/sq ft
 Amendment 1: 2020 - 2021 include 3% Speciality pay for Sgts, Depts and SRO on salary & OT
 Amendment 2: 2020 - 2021 include 0.5 FTE Law Enforcement Technician (LET) Lead, 0.5 FTE Public Records Specialist and 1.0 FTE Law Enforcement Secretary (LES)
 Amendment 3: 2020 - 2021 include Captain, remove Lieutenant

ATTACHMENT C

AFTER RECORDING RETURN TO:
Snohomish County Council
3000 Rockefeller Avenue, M/S 609
Everett, WA 98201

**INTERLOCAL AGREEMENT BETWEEN
SNOHOMISH COUNTY AND THE CITY OF SNOHOMISH
FOR THE PROVISION OF LAW ENFORCEMENT SERVICES**

THIS INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF SNOHOMISH FOR THE PROVISION OF LAW ENFORCEMENT SERVICES (the "AGREEMENT"), entered into by and between Snohomish County, a political sub-division of the State of Washington (hereinafter referred to as the **COUNTY**), and the City of Snohomish, a municipal corporation of the State of Washington (hereinafter referred to as the **CITY**).

WITNESSES THAT:

WHEREAS, the **CITY'S** geographical boundaries lie entirely within the **COUNTY**; and

WHEREAS, the **CITY** possesses the power, legal authority and responsibility to provide law enforcement services within its boundaries; and

WHEREAS, the **COUNTY**, through the Snohomish County Sheriff's Office (hereinafter referred to as the **SHERIFF**) provides law enforcement services to the citizens of Snohomish County; and

WHEREAS, the **COUNTY** has the power and legal authority to extend those law enforcement services into the geographical area of the **CITY**; and

WHEREAS, Chapter 39.34 RCW authorizes two or more public entities to contract with each other to perform functions that each may individually perform; and

WHEREAS, the **CITY** desires to enter into an agreement with the **COUNTY** whereby the **COUNTY**, through the Sheriff, will provide quality law enforcement services to the **CITY** and its inhabitants; and

WHEREAS, the **COUNTY** agrees to render such law enforcement services, through the **SHERIFF**;

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

1.0 BASE LEVEL SERVICES. The **COUNTY** will provide within **CITY** limits the following law enforcement services, rendering such services in the same manner, and with the same equipment, as is customarily provided by the **COUNTY** in unincorporated Snohomish County unless otherwise set forth herein:

1.1 **POLICE PATROL SERVICES.** The **COUNTY** will provide Police Patrol Services (Patrol Services) as the first response for the enforcement of state law and city adopted municipal, criminal and traffic codes. Patrol Services shall include: reactive patrol to respond to calls for service, proactive patrol to prevent and deter criminal activity, and traffic patrol to enforce applicable traffic codes and investigate collisions. The deputies assigned to the **CITY** in accordance with this Agreement will provide patrol services during their scheduled work shifts exclusively within the **CITY** limits, provided that deputies may be directed to duties outside the **CITY** in cases of emergency.

1.2 **INVESTIGATIVE SERVICES.** The **COUNTY** will provide Investigative Services consisting of: follow-up investigations by one or more detectives assigned to the **CITY**, investigating crimes as assigned. The Sheriff's Investigations Division will investigate major crimes such as homicide, special assaults, missing persons, vice, and child abuse. The Investigations Division services include polygraph examinations..

1.3 **SPECIAL SERVICES.** The **COUNTY** will provide Special Services that may include, but are not limited to, K-9 patrol, hostage negotiations, SWAT, bomb disposal, sex offender registration, dive team, reserve deputy support, and volunteer community crime prevention.

1.4 **SUPPORT SERVICES.** The **COUNTY** will provide Support Services that include, but are not limited to, planning & research, subpoena control, training, accounting, payroll, personnel, labor relations, media relations, fleet management, radio maintenance, purchasing, risk management, internal investigations, evidence management, and contract administration.

1.5 **RECORDS.** The **CITY** shall perform all required data entry into the records management system in accordance with this Agreement, and shall maintain records in the police department facility.

1.6 **EVIDENCE.** The **COUNTY** will process and maintain evidence and property collected as a result of investigations occurring within the **CITY** in the same manner used for Sheriff's Office investigations occurring in the unincorporated portions of Snohomish County and in accordance with generally accepted practices.

1.7 **POLICE DEPARTMENT SERVICES.** The **CITY** will maintain **CITY** staff to provide citizen services such as: issuing concealed pistol licenses, fingerprinting, responding to citizen inquiries, the **CITY's** violations bureau, and all public records disclosure.

ACTION ITEM 6a.

1.8 RESOLUTION 0836. In addition to the services provided herein, subject to available funding from the **CITY**, the **COUNTY** will provide services consistent with City of Snohomish Resolution 0836, continuing programs specified that are related to levy funding: traffic safety, narcotics enforcement, major crime follow-up and investigation, gang resistance education and training and youth educational training for drug, alcohol and gang resistance.

1.9 MISCELLANEOUS – ATTORNEY CLIENT PRIVILEGE – PUBLIC RECORDS DISCLOSURE.

1.9.1 The **COUNTY** and the **CITY** acknowledge and agree that in the performance of this Agreement some communications between the City Attorney and the Police Chief and assigned deputies and staff may constitute privileged attorney-client communication and/or attorney work product. Both parties agree that in those instances where the communications by and between the Police Chief and City Attorney are privileged as either, or both, attorney-client communications and/or work product, the privilege is held by the City and as such may only be waived by the City.

2.0 ORGANIZATION. The **COUNTY** will provide the services identified in Section 1.0 through the following organization:

2.1 POLICE CHIEF. After considering the advice and recommendations of the **CITY**, the **COUNTY**, through the elected Sheriff or his/her designee will designate a Sheriff's lieutenant to serve as the Police Chief. The Police Chief will coordinate service delivery, attend City Council and other public meetings as required by the **CITY**, prepare budget requests, schedule employees, maintain integrity of records, and generally manage law enforcement activities on behalf of the **CITY**. The Sheriff has no interest in defining law enforcement issues and priorities of importance to the **CITY** to the extent that the **CITY's** directives to the Police Chief are lawful. The City Manager shall maintain the authority to define law enforcement issues and priorities to the Police Chief or his designee. The Police Chief and all other personnel assigned to the **CITY** under this Agreement will respond to the general law enforcement issues and priorities identified by the City Manager.

2.2 ASSIGNED SUPERVISORY PERSONNEL. In addition to the Police Chief, the **COUNTY** will assign one or more **SHERIFF'S** sergeants to work within the **CITY** to assist the Police Chief. The assigned sergeant(s) will assist the Police Chief with supervision of other assigned personnel, and may also provide patrol, investigative, or special services. The number of sergeants assigned to the **CITY** shall be that listed in Addendum 2, attached hereto and incorporated herein by reference. The **COUNTY** will assign additional sergeants if requested and contracted for by the **CITY**.

ACTION ITEM 6a.

2.3 **ASSIGNED DEPUTY SHERIFF PERSONNEL.** The **COUNTY** will assign fully commissioned deputy sheriffs to the **CITY**, as shown in Addendum 2 or as amended per section 6.3 of this Agreement. These deputies will be dedicated full-time to providing for the law enforcement needs of the **CITY** by performing Patrol, Investigative or other Special Services under supervision of the Police Chief and the sergeant(s).

2.4 **JOINT USE OF POLICE DEPARTMENT FACILITY.** Should the **COUNTY** and the **CITY** benefit from the use of existing **CITY** space by Sheriff's deputies assigned to patrol the **CITY** as well as those assigned to patrolling the surrounding unincorporated **COUNTY** area, the **COUNTY** will provide a building credit to the **CITY** per Addendum 1, which is attached hereto and incorporated herein by this reference. The parties agree that for the purposes of community identity, the facility shall be identified as the "Snohomish Police Department."

2.5 **WORK LOCATION.** Assigned personnel identified in Sections 2.1, 2.2 and 2.3 above shall provide the described services exclusively within the **CITY** limits, provided that personnel may be directed to duties outside the **CITY** in cases of emergency.

2.6 **MARKING OF VEHICLES AND UNIFORMS.** The vehicles and uniforms of the personnel assigned full-time to the **CITY** under this Agreement will display identification of the **CITY**. The **CITY** will determine the form of identification; provided, the **SHERIFF'S** badge will be retained on the uniform and any marked vehicles display a small graphic stating "Law enforcement services provided by the Snohomish County Sheriff's Office" or something similar and mutually acceptable.

3.0 REPORTING.

3.1 **REPORTING DISTRICTS.** The **COUNTY** will maintain reporting districts that are coterminous with the city boundaries to enable accurate data collection on criminal and traffic activity and on dispatched calls for service.

3.2 **NOTIFICATION TO CITY MANAGER.** The City Manager will provide the Police Chief with a list of events that the City Manager considers significant occurrences. The Police Chief will promptly notify the City Manager in the event of a significant occurrence or other major event within the **CITY**.

3.3 **ACTIVITY REPORTS.** Quarterly, the **COUNTY** will provide reports to the **CITY**, through the Police Chief, on criminal and traffic activity within the city limits.

3.4 **MEDIA RELEASES.** The Sheriff's Director of Communications will prepare news releases concerning major crime investigations conducted by Sheriff investigators and will send a copy to the City Manager or the City Manager's designee and to the Police Chief. The Police Chief, or the Police Chief and the Sheriff's Director of Communications, will prepare media releases concerning law enforcement activities conducted by deputies assigned to the **CITY** under this Agreement. Information concerning performance under this Agreement shall not be

ACTION ITEM 6a.

released to the media by either party without first discussing the issues involved with the other party, including the City Manager and the City Attorney, as appropriate.

4.0 PERSONNEL AND EQUIPMENT.

4.1 INDEPENDENT CONTRACTOR. The **COUNTY** is acting hereunder as an independent contractor so that:

4.1.1 SERVICE PROVIDED BY COUNTY EMPLOYEES. All County Employees rendering services hereunder shall be considered employees of the **COUNTY** for all purposes.

4.1.2 CONTROL OF PERSONNEL. With the exception of **CITY** guided priorities, the **COUNTY** shall control the conduct of personnel, including standards of performance, discipline and all other aspects of performance.

4.1.3 POLICE CHIEF WORK SCHEDULE. The **CITY** shall establish the work schedule of the Police Chief in accordance with the labor agreement executed between Snohomish County and the Snohomish County Sheriff's Office Management Team, and determine enforcement issues and priorities of the Police Chief appointed pursuant to paragraph 2.1.

4.1.4 OPERATIONAL CONTROL BY POLICE CHIEF. Operational control of personnel, including but not limited to establishing work shifts and schedules, assignments, training requirements, overtime, etc. shall be the responsibility of the Police Chief. Notwithstanding terms and conditions contained in this Agreement, such operational control shall be consistent with provisions contained in the Sheriff's Office Manual of Policy and Procedures and any applicable labor agreements.

4.1.5 CITY RIGHT TO REQUIRE REPLACEMENT OF PERSONNEL. The **CITY** shall have the right to require the **COUNTY** to replace **COUNTY** personnel assigned to provide services under this Agreement, except as provided in paragraph 4.1.6 provided such requirement is made for reasonable cause. "Reasonable cause" shall include, but not be limited to, the following: Documented inability to correct performance deficiencies without resorting to formal discipline; an abrasive style that generates repeated citizen complaints; an inability or unwillingness to perform law enforcement duties required by the **CITY** that are not normally performed by Sheriff's deputies in unincorporated Snohomish County.

4.1.6 REPLACEMENT OF POLICE CHIEF. The Police Chief designated under paragraph 2.1 may be replaced in the following manner:

4.1.6.1 CITY REQUEST. The **COUNTY** will replace the Police Chief designated under paragraph 2.1 within fifteen (15) days of receipt of a written request from the City Manager. Any written request for replacement of the Police Chief shall be delivered to the Sheriff personally or by certified or registered mail.

4.1.6.2 COUNTY REQUEST

A. The COUNTY may replace the Police Chief designated under paragraph 2.1; provided,

- 1. The lieutenant serving as Police Chief has been assigned to the CITY in that capacity for three (3) consecutive years; or**
- 2. The lieutenant assigned to the CITY as Police Chief has been promoted to a higher rank within the Sheriff's Office; or**
- 3. The CITY agrees to the COUNTY's request to replace the lieutenant.**

B. The COUNTY will provide the CITY with a minimum of sixty (60) days' notice of its intent to replace the lieutenant assigned to the CITY as the Police Chief. If replacement is a result of the lieutenant being promoted to a higher rank within the SHERIFF'S Office, the CITY may retain the person assigned beyond sixty (60) days by paying the COUNTY the difference in salary and benefits between lieutenant and the higher ranking position.

C. When the Police Chief is replaced pursuant to this section, the COUNTY will attempt to provide the replacement lieutenant to the CITY a minimum of two (2) weeks prior to the actual transfer in order to ensure an effective transition.

4.2 SICK LEAVE REPLACEMENT. If a COUNTY employee assigned to the CITY is absent from duty due to illness or injury for longer than the average annual sick and FMLA leave usage for the deputy sheriff work force, the COUNTY will back fill the vacancy, utilizing straight time, overtime or a combination thereof to ensure minimum coverage levels are met. The figure of average annual sick and FMLA leave usage for the deputy sheriff work force will be provided to the CITY with the invoice for January of each year that this Agreement is in effect.

4.3 POLICE CHIEF: TEMPORARY REPLACEMENT. If the Police Chief assigned to the CITY is absent from duty for any reason for a period of ten (10) consecutive work days, the COUNTY will provide a replacement Police Chief at the rank of Sergeant or above, beginning on the eleventh (11th) work day until such time as the Police Chief assigned to the CITY is able to return to his duties as Police Chief.

4.4 TEMPORARY REPLACEMENT COST. Costs related to all staffing resources assigned under sections 4.2 and 4.3 will be billed to the CITY in accordance with the rates set forth in Addendum 2.

4.6 DEATH OR TOTAL DISABILITY OF POLICE CHIEF. In the event of the designated Police Chief's death or total disability, the COUNTY will provide a replacement Police Chief as soon as reasonably practicable and in no event greater than thirty (30) days. Assignment of a replacement Chief shall be in accordance with Section 2.1 of this Agreement.

ACTION ITEM 6a.

4.7 TRANSFER OF EQUIPMENT REPLACEMENT. Equipment purchased by the COUNTY with funds provided by the CITY for the purpose of providing services under this Agreement shall become property of the CITY upon termination of this Agreement. The COUNTY shall provide the CITY with a list of capital equipment covered by this section which shall be updated annually. The CITY shall retain any money contributed towards reserve accounts for future replacement, purchase or upgrade of this equipment upon the termination of this Agreement.

4.8 EQUIPMENT REPLACEMENT. Equipment purchased by the COUNTY with funds provided by the CITY for the purpose of providing services under this Agreement shall be maintained in a manner, and replaced at a point in time, no later than is consistent with the customary maintenance and replacement schedule for like equipment provided by the COUNTY in policing unincorporated Snohomish County. All attempts will be made to determine the extent of infrastructure, hardware and software upgrades that will be necessary for implementation and such costs are to be reflected separately in Addendum 2.

4.10 CITY POLICE SERVICE DOG. All maintenance, health care, training, equipment and replacement costs related to the police service dog shall not be borne by the COUNTY, and will remain the responsibility of the CITY. Costs related to the handler's assignment will be billed to the CITY in accordance with the rates set forth in Addendum 2.

5.0 PERFORMANCE REVIEW SCHEDULE. The Sheriff or the Sheriff's designee shall meet with the City Manager as needed and at least annually to discuss performance under this Agreement. The City Manager shall have an opportunity to comment on its satisfaction with the service delivered and request adjustments or modifications.

6.0 COMPENSATION.

6.1 CONTRACT AMOUNT. In consideration for the services provided by the COUNTY as set forth herein, the CITY promises to pay the COUNTY a sum, monthly, equal to one-twelfth of the amount determined to be the annual grand total determined according to Addendum 2, which is attached hereto and incorporated herein by reference. In the event direct costs to the County to provide such services increase or decrease by a rate that is more than one percent (1%) over the amount of anticipated inflation as indicated in Addendum 2, the parties agree that the costs for the remainder of the term of this Agreement shall be renegotiated based on actual direct costs.

6.2 BILLING. The CITY will be billed in equal monthly amounts for services rendered. Payments are due within thirty (30) days after invoicing by the COUNTY. Payment shall be made to:

Snohomish County Sheriff's Office
Finance Division
3000 Rockefeller Avenue, M/S 606
Everett, WA 98201

ACTION ITEM 6a.

6.3 ADJUSTMENT OF LEVEL OF STAFF SERVICES. In the event the **CITY** is unable to fund this Agreement in its entirety, the **CITY** will notify the **COUNTY** in writing at least sixty (60) days prior to any changes regarding the level of staff services, related capital equipment, or operational expenditures. The **COUNTY** shall make good faith efforts to accommodate such changes requested by the **CITY** and if the **COUNTY** is able to do so, the parties agree to amend this Agreement pursuant to Section 14.0.

7.0 CITY RESPONSIBILITIES.

In support of the **COUNTY** providing the services described in Sections 1 and 2 above, the **CITY** promises:

7.1 MUNICIPAL AUTHORITY. To hereby confer municipal police authority on all **COUNTY** deputies for the purposes of carrying out this Agreement;

7.2 CRIMINAL JUSTICE SYSTEM SERVICES (JAIL, PROSECUTION, DISTRICT COURT AND ASSIGNED COUNSEL). To provide for criminal justice system services necessary to support this Agreement that are directly attributable to enforcement of state and municipal laws within **CITY** limits, including Agreements for services with the Snohomish Regional Drug and Gang Task Force, and Dawson Place Child Advocacy Center;

7.3 CITY PROVIDES SPECIAL SUPPLIES. To supply at its own cost and expense any special supplies, stationery, notices, forms, equipment, uniforms and the like where such is required by the **CITY** or must be issued in the name of the **CITY**;

7.4 SNOPAC CONTRACT. To maintain its contract with SNOPAC for radio communication, dispatch services and CAD/RMS terminal assessments;

7.5 SERS CONTRACT. To maintain an agreement with Snohomish County and Snohomish County Emergency Radio System (SERS) for use of 800 MHz Trunked Radio System;

7.6 VIOLATIONS BUREAU--CITY RETAINS REVENUE. To retain its Violations Bureau and to retain revenue from traffic infractions in the same manner as it did before this Agreement was implemented;

7.7 CITY PROVIDES CIVILIAN SUPPORT STAFF. To provide a minimum of 2.0 full time equivalent civilian support staff at **CITY** expense dedicated exclusively to the needs of the police department, as determined by the City Manager and the Police Chief, during the term of this Agreement; and

7.8 CITY MAINTAINS BUILDING. The **CITY** agrees to maintain, at the **CITY**'s sole expense, the police department building and its related utilities (except telephone), janitorial services, furnishings, fixtures, and **CITY** owned equipment at the same level of maintenance as other **CITY** owned and operated buildings. Any repairs to rectify

ACTION ITEM 6a.

damage caused by **COUNTY** employees who are not assigned to the **CITY** shall be paid by the **COUNTY**. To the best of the City's knowledge, the City is not aware of any material defect in the building and represents that it is safe for occupancy for the intended purpose.

8.0 DURATION.

8.1 **TERM.** This Agreement will provide for services hereunder commencing January 1, 2017, and will become effective when it has been duly authorized, executed by both parties, and filed with the Snohomish County Auditor as required by RCW 39.34.040. This Agreement shall remain in effect through December 31, 2021, unless either party initiates termination procedures as outlined in Section 9.0 or termination is necessary due to a lack of sufficient legislative appropriation by either party.

8.2 **CONTRACT RENEWAL.** If the **CITY** desires to renew this Agreement, written notice of intent shall be provided to the **COUNTY** no less than one hundred and twenty (120) days prior to the end date of this Agreement. Upon receipt of the **CITY'S** written notice the parties shall commence negotiations. If a renewal agreement is not fully executed by December 31, 2021, the **COUNTY** and **CITY** agree to continue operating under the terms of this Agreement until the renewal agreement is in place, or until the termination process is complete, in accordance with Section 9.0, in order to provide for continuity of law enforcement services.

9.0 TERMINATION PROCESS.

Either party may initiate a process to terminate this Agreement as follows:

9.1 **WRITTEN NOTICE REQUIRED.** The party desiring to terminate this Agreement shall provide written notice to the other party, as designated in Section 10.

9.2 **TRANSITION PLAN.** Upon receipt of such notice, the parties agree to commence work on, and to complete within one hundred and twenty (120) days, an orderly transition of responsibilities from the **COUNTY** to the **CITY** over a minimum time frame of twelve months; provided, the minimum time frame to complete and implement a transition plan may be shortened as necessary if this Agreement is terminated due to lack of legislative appropriation by either party. The transition plan shall identify and address personnel, capital equipment, workload, responsibility for on-going investigations, and any other issues related to the transition. Each party shall bear its respective costs in developing the transition plan.

9.3 **FINAL NOTICE OF INTENT TO TERMINATE.** Upon completion of a mutually agreed upon transition plan, or as necessary if this Agreement is terminated due to lack of legislative appropriation, either party may provide official final written notice of its intent to terminate this Agreement consistent with the contents of the plan, or as necessary due to lack of legislative appropriation.

ACTION ITEM 6a.

9.4 **RETURN OF EQUIPMENT AND FUNDS.** Upon termination of this Agreement, the **COUNTY** shall deliver and transfer title to the **CITY** all equipment used to provide service to the **CITY** under this Agreement that was purchased (either directly or through reimbursement) with **CITY** funds. The **COUNTY** shall also deliver to the **CITY** any funds in Equipment Rental and Revolving (ER&R) or other reserve accounts accumulated for future vehicle or equipment purchases on behalf of the **CITY**.

10.0 NOTICES. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed given when delivered personally or when sent by certified or registered mail to the following:

Any notice to **SNOHOMISH COUNTY** shall be sent or delivered to:

Snohomish County Sheriff
3000 Rockefeller Avenue, M/S 606
Everett, WA 98201

Any notice to the **CITY OF SNOHOMISH** shall be sent or delivered to:

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

11.0 INDEMNIFICATION.

11.1 **COUNTY RESPONSIBILITY.** The **COUNTY** shall protect, save, and hold harmless, indemnify and defend the **CITY**, its elected and appointed officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or **COUNTY** employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the **COUNTY** in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the **CITY**, its elected or appointed officials, officers, employees or agents.

11.2 **CITY RESPONSIBILITY.** The **CITY** shall protect, save, and hold harmless, indemnify and defend the **COUNTY**, its elected and appointed officials, officers, employees and agents from and against any loss or claim for damages of any nature whatsoever, including all claims arising from or related to maintenance or condition of the **CITY** police department building, and all claims by third parties or **CITY** employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the **CITY** in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the **COUNTY**, its elected or appointed officials, officers, employees or agents.

ACTION ITEM 6a.

11.3 CITY ORDINANCES. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility that arises in whole or in part from the existence or effect of CITY ordinances, rules or regulations. In any cause, claim, suit, action or administrative proceeding in which the enforceability and/or validity of any such CITY ordinance, rule or regulation is at issue, the CITY shall defend on that issue at its sole expense, and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, on that issue, the CITY shall satisfy the same, including all chargeable costs and attorney's fees, attributable to the existence or effect of a CITY ordinance, rule, or regulation. In any such cause, claim, suit, or action, each party shall otherwise remain responsible for its own acts or omissions, as well as those of its elected and appointed officials, officers, employees and agents, as provided in paragraphs 11.1 and 11.2 to this Agreement.

11.4 The provisions of Paragraph 11 shall survive the expiration or termination of this agreement.

12.0 INSURANCE.

12.1 COUNTY INSURANCE: The COUNTY maintains a fully-funded self-insurance program as defined in Snohomish County Code 2.90 for the protection and handling of the COUNTY's liabilities, including injuries to persons and damage to property. The self-funded program will respond if an incident occurs involving negligence of COUNTY employees acting in the scope of their employment.

The CITY acknowledges, agrees and accepts that the COUNTY is self-funded for its liability exposures. The COUNTY agrees, at its own expense, to maintain through its self-funded program, coverage for its liability exposures. The COUNTY agrees to provide the CITY at least thirty (30) calendar days' prior written notice of any material change in the COUNTY's self-funded program.

The CITY further acknowledges, agrees and understands that the COUNTY does not purchase Commercial General Liability insurance, and is a self-insured governmental entity; therefore, the COUNTY does not have the ability to add any party as an additional insured.

12.2 CITY INSURANCE. During the term of this Agreement the CITY agrees to keep in full force and effect insurance, self insurance or membership in an insurance pooling entity authorized pursuant to Chapter 48.62 RCW with such coverages and limits as are in effect at the time of execution of this Agreement to the extent such cover the CITY's actions in carrying out and/or failing to carry out its duties and obligations under this Agreement. Not less than sixty (60) days written notice shall be provided the COUNTY in the event of any change in coverages or limits of insurance or the cancellation thereof.

13.0 AUDITS AND INSPECTIONS. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the COUNTY or the CITY during the term of this Agreement and for a period of six (6) years after termination.

ACTION ITEM 6a.

All records shall be retained in accordance with the Local Government Common Records Retention Schedule prescribed by the Washington State Archivist.

14.0 AMENDMENTS. This Agreement may be amended at any time by mutual written agreement of the parties that is executed and filed with the COUNTY Auditor as required by RCW 39.34.040.

15.0 NO THIRD PARTY BENEFICIARY. The COUNTY and the CITY agree that this Agreement shall not confer third party beneficiary status on any non-party, including the citizens of either the COUNTY or the CITY.

16.0 LEGAL REQUIREMENTS. Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

17.0 VENUE. The laws of the State of Washington shall apply to the construction and enforcement of this agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this agreement or any provision hereof shall be in a court of competent jurisdiction.

18.0 WAIVER OF DEFAULT. Waiver of any default shall not be deemed as a waiver of any subsequent default. Waiver or breach of any provision of this 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 this Agreement unless stated to be such through written approval by the COUNTY and the CITY, which shall be attached to the original Agreement and filed with the COUNTY Auditor.

19.0 DISPUTE RESOLUTION

19.1 In the event differences between the CITY and the COUNTY should arise over the terms and conditions of this Agreement, the Sheriff and the City Manager, or their respective designees, shall attempt to resolve any problems on an informal basis.

19.2 If the problem cannot be resolved informally, the matter shall be referred to the Snohomish County Dispute Resolution Center for mediation.

19.3 If mediation is not successful, either party may institute legal action to enforce the terms and conditions of this Agreement. The prevailing party in any legal action shall be entitled to reasonable attorney's fees and court costs.

20.0 ENTIRE AGREEMENT. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement.

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

ACTION ITEM 6a.

In witness whereof, the parties have executed this Agreement.

SNOHOMISH COUNTY

SUSAN NEELY
Executive Director *for*

Susan Neely
Dave Somers, County Executive
DATE: 1-11-17

CITY of SNOHOMISH

Larry Bauman
Larry Bauman, City Manager
DATE: 12/6/16

APPROVED AS TO FORM:

Deputy Prosecuting Attorney
DATE: _____

APPROVED AS TO FORM:

Scott Wood
City Attorney
DATE: 11-30-16

APPROVAL RECOMMENDED:

Ty Trenary
Ty Trenary, Sheriff
DATE: 12-29-16

REVIEWED BY RISK MANAGEMENT:

APPROVED () OTHER ()

Diane C. Baer
Risk Manager
DATE: 1/3/17

COUNCIL USE ONLY	
Approved:	<u>1.9.17</u>
Docfile:	<u>D-2</u>

ACTION ITEM 6a.

APPROVED AS TO FORM:



Deputy Prosecuting Attorney
DATE: 11/9/16

APPROVED AS TO FORM:

City Attorney
DATE: _____

APPROVAL RECOMMENDED:

Ty Trenary, Sheriff
DATE: _____

REVIEWED BY RISK MANAGEMENT:

APPROVED () OTHER ()

Risk Manager
DATE: _____

Addendum 2

City Of Snohomish

Police Services Contract

January 1, 2017 - December 31, 2021

		Years 2017-2021					
Personnel	FTE	Current	2017	2018	2019	2020	2021
	Count	Per FTE Cost					
Lieutenant Salary	1.0	\$ 118,205	\$ 121,751	\$ 125,404	\$ 129,166	\$ 133,041	\$ 137,032
Lieutenant Benefits		\$ 32,536	\$ 33,512	\$ 34,517	\$ 35,553	\$ 36,619	\$ 37,718
Lieutenant Overtime		\$ 2,001	\$ 2,061	\$ 2,123	\$ 2,187	\$ 2,252	\$ 2,320
Sergeant Salary	5.0	\$ 98,201	\$ 505,737	\$ 520,909	\$ 536,536	\$ 552,632	\$ 569,211
Sergeant Benefits		\$ 29,957	\$ 154,279	\$ 158,907	\$ 163,674	\$ 168,584	\$ 173,642
Sergeant Overtime		\$ 7,756	\$ 39,942	\$ 41,140	\$ 42,374	\$ 43,646	\$ 44,955
Deputy Sheriff Salary	9.0	\$ 81,434	\$ 754,892	\$ 777,539	\$ 800,865	\$ 824,891	\$ 849,638
Deputy Sheriff Benefits		\$ 27,796	\$ 257,670	\$ 265,400	\$ 273,362	\$ 281,563	\$ 290,010
Deputy Sheriff Overtime		\$ 8,295	\$ 76,897	\$ 79,204	\$ 81,580	\$ 84,028	\$ 86,549
Detective Salary	2.0	\$ 82,322	\$ 169,584	\$ 174,671	\$ 179,912	\$ 185,309	\$ 190,868
Detective Benefits		\$ 24,623	\$ 50,723	\$ 52,245	\$ 53,812	\$ 55,426	\$ 57,089
Detective Overtime		\$ 8,100	\$ 16,685	\$ 17,186	\$ 17,702	\$ 18,233	\$ 18,780
School Resource Officer Salary	1.0	\$ 79,213	\$ 81,589	\$ 84,037	\$ 86,558	\$ 89,155	\$ 91,830
School Resource Officer Benefits		\$ 27,510	\$ 28,335	\$ 29,185	\$ 30,061	\$ 30,963	\$ 31,891
School Resource Officer Overtime		\$ 2,963	\$ 3,052	\$ 3,143	\$ 3,238	\$ 3,335	\$ 3,435
Total FTEs	18.0						
Personnel Subtotal			\$ 2,296,710	\$ 2,365,612	\$ 2,436,580	\$ 2,509,677	\$ 2,584,968
One-Time Start-up Costs and Credits*	Count	Unit Cost					
Start-up costs for Deputy/Sgt/MPD	0.0		\$ -	\$ -	\$ -	\$ -	\$ -
Start-up costs for vehicle & equipment	0.0		\$ -	\$ -	\$ -	\$ -	\$ -
Credit for Retained Vehicles	0.0		\$ -	\$ -	\$ -	\$ -	\$ -
Start-up cost for retained vehicle replacement fund	0.0		\$ -	\$ -	\$ -	\$ -	\$ -
Credit for retained equipment, gear	0.0		\$ -	\$ -	\$ -	\$ -	\$ -
Start-up cost for DIS/Phone	0.0		\$ -	\$ -	\$ -	\$ -	\$ -
Start-up Costs and Credits Subtotal			\$ -				

Addendum 2

**City Of Snohomish
Police Services Contract**

January 1, 2017 - December 31, 2021

Years 2017-2021

	FTE Count	Current Unit Cost	2017	2018	2019	2020	2021
Annual Operating Costs							
Vehicle Operating Cost (Lt. & Det)	3	\$ 9,886	\$ 30,548	\$ 31,464	\$ 32,408	\$ 33,380	\$ 34,382
Vehicle Operating Cost (Sgt., Deputy, SRO)	15	\$ 14,138	\$ 218,432	\$ 224,985	\$ 231,735	\$ 238,687	\$ 245,847
Cellular Phone Service	18	\$ 700	\$ 12,978	\$ 13,367	\$ 13,768	\$ 14,181	\$ 14,607
Contract Administration Services	18	\$ 538	\$ 9,966	\$ 10,265	\$ 10,573	\$ 10,890	\$ 11,217
Phones/PCs/Information Services	18	\$ 6,531	\$ 121,087	\$ 124,719	\$ 128,461	\$ 132,315	\$ 136,284
Evidence Facility Services**	18	\$ 1,104	\$ 20,461	\$ 21,075	\$ 21,707	\$ 22,359	\$ 23,029
Records Management Services**	18	\$ 84	\$ 1,565	\$ 1,612	\$ 1,660	\$ 1,710	\$ 1,761
Misdemeanor Warrant Entry	383	\$ 5.23	\$ 2,063	\$ 2,125	\$ 2,189	\$ 2,254	\$ 2,322
Court Ordered/Protection Entry	51	\$ 16.58	\$ 871	\$ 897	\$ 924	\$ 952	\$ 980
Training Unit / Range	18	\$ 1,380	\$ 25,585	\$ 26,353	\$ 27,143	\$ 27,958	\$ 28,796
Outside training	18	\$ 425	\$ 7,650	\$ 7,880	\$ 8,116	\$ 8,359	\$ 8,610
Operational Supplies/Uniforms	18	\$ 1,750	\$ 32,445	\$ 33,418	\$ 34,421	\$ 35,454	\$ 36,517
Annual Operating Cost Subtotal			\$ 483,651	\$ 498,161	\$ 513,105	\$ 528,499	\$ 544,353

Annual Operating Credits							
Credit for Police Facility			\$ (9,500)	\$ (9,500)	\$ (9,500)	\$ (9,500)	\$ (9,500)
Annual Operating Credits Subtotal			\$ (9,500)				

Grand Total by Year			\$ 2,770,861	\$ 2,854,272	\$ 2,940,185	\$ 3,028,676	\$ 3,119,821
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Notes:

All personnel and operating costs reflect a 3% annual increase for CPI/COLA

** Evidence and Records Service costs are assessed only for commissioned personnel
Non-Commissioned staff employed by the City are not included in this cost proposal
SNOPAC, SERS and other County service contracts (PA, Jail, SRDTF, Auditor) are not included in this proposal
Canine supplies will be provided by the CITY or reimbursed to the COUNTY in addition to the costs detailed above

ATTACHMENT D

Date: September 17, 2019

To: City Council

From: Steve Schuller, City Administrator and Utility General Manager
Keith Rogers, Chief of Police

Subject: **2-Year Amendment to the Interlocal Agreement with Snohomish County for Law Enforcement Services**

On May 21, 2019, the City Council discussed a proposed amendment to the Interlocal Agreement (ILA) for law enforcement services for 2017-2021 with the Snohomish County Sheriff's Office. The issue is higher than optimum levels of turnover of our junior (patrol) staff working within the City, as detailed in the May 21 staff report (Attachment A).

Pre-existing language and past practice through other contract cities already exist to switch over to a selection-based model. Contractual language requires affected patrol staff to be provided with a 3% specialty pay. This contract amendment will represent a trial period for the years 2020-2021. The City retains the option to renew or discontinue this amendment during the next contract period initiating in 2022.

At the May 21 meeting, the City Council authorized the preparation of an amendment to the ILA as noted in the meeting minutes:

MOTION by Guzak, second by Schilaty that the City Council **AUTHORIZE** preparation of an amendment to the Interlocal Agreement for Police Services for 2020-2021, consistent with the staff report and bring the amended agreement back for final action at a future meeting. The motion passed unanimously (7-0).

An amendment document (Attachment B) has now been completed and approved as to form by the Snohomish County's Deputy Prosecuting Attorney and City Attorney Grant Weed. The City Council is requested to authorize Mayor Kartak to sign Amendment No. 1.

RECOMMENDATION: That the City Council AUTHORIZE the Mayor to execute Amendment No. 1 to the Interlocal Agreement between Snohomish County and the City of Snohomish for the provision of law enforcement services.

ATTACHMENTS:

- A. Staff Report from May 21, 2019
- B. Amendment No. 1 including a revised Addendum 2

ATTACHMENT A

Date: May 21, 2019

To: City Council

From: Steve Schuller, City Administrator and Utility General Manager
Keith Rogers, Chief of Police

Subject: **Proposed 2-Year Amendment to Contract with Snohomish County for Law Enforcement Services**

SUMMARY: The purpose of this agenda item is for the City Council to review a proposed amendment for police services. The related Interlocal Agreement (ILA) is for law enforcement services for 2017-2021 with the Snohomish County Sheriff's Office (SCSO). The issue is higher than optimum levels of turnover of our junior (patrol) staff working within the City, as further discussed below. This contract amendment will represent a trial period (only), to cover the years 2020-2021. The City retains the option to renew or discontinue this amendment during the next contract period initiating in 2022.

Staff will review the proposed agreement through a PowerPoint presentation and discuss the budget capacity to amend the current police services contract. If the Council approves, staff requests authorization for the Mayor to sign a contract amendment with the Snohomish County Sheriff's Office.

BACKGROUND: The Great Recession of 2009 and its financial impacts on General Fund revenues in succeeding years served as the impetus for the City's decision to contract for police services. The initial proposal for contracting was not without some controversy. During the six months leading up to adoption of the ILA, the City Council heard comments from many members of the community who held diverse viewpoints on whether to maintain the existing City Police Department or contract law enforcement services with the County. At that time, a number of citizens expressed concerns that contracting with the Sheriff's Office for police services would be ineffective, undermine the character of the community, reduce the quality of policing, lead to increased crime, and/or result in unexpected higher costs over time. Over the past 7+ years of contracted police services, the opposition arguments have (largely) been debunked. Effective, financially efficient, and professional police services have been consistently delivered, along with an overall decrease in crime in many core categories.

In the end, the decision was made to pursue a contractual agreement with the Snohomish County Sheriff's Office (SCSO) for police services. The operative conceptual model that was negotiated in the original service agreement with the County was to maintain the identity of a stand-alone police department and the 2011 level of patrol staffing in the department. As a direct result, the agreement funded 18 commissioned officers, or the same level of officers the City employed in calendar year 2011. In keeping with the desire to maintain the department's identity, deputies assigned to the City maintained the prior uniformity including Snohomish Police uniforms, patches, and other unique "police" branding.

Over the course of the two contract periods, the uniformed patrol staff of 8 Deputies and 4 Sergeants have witnessed a great deal of personnel turnover. No original Snohomish Police Officers remain. Both of the contractual Chiefs of Police (Flood and Rogers) have embraced the

ACTION ITEM 6a.

same communal desire to have a consistent and familiar patrol work force. This aspiration is challenging under the current contract agreement, as the larger Countywide patrol staff bids for work locations and shifts using a seniority-based system. As an aside, the SCSO patrol staff consistently experiences a great deal of annual turnover based upon the contractual rule.

As a result, the recommendation is that we “close the annual bid” by adopting a selection-based model afforded to us through the current Deputy Sheriff’s Association contract. Pre-existing language and past practice through other contract cities/towns already exist to switch over to a selection-based model. Contractual language requires that affected patrol staff are to be provided with a 3% specialty pay.

Although this represents an impact to the General Fund, staff believes there would be an internal savings in the reduction of the personnel turnover. In addition, the benefit to the community will be noticeable, and more closely mirror that of a stand-alone police department.

If approved by the City Council at tonight’s meeting, the final amendment will be brought back to City Council for approval, likely under the consent agenda.

BUDGETARY IMPACTS: Law Enforcement services are the City’s largest General Fund (i.e. non-utility) expense and approximately 50% of General Fund revenues are dedicated to its operation. The 2019/2020 biennium budget for Law Enforcement is \$7.77 million. The 2019/2020 biennium budget for SCSO patrol personnel (3 commissioned officers on each of 4 shifts over the week, for a total of 12 officers) is \$4.76 million. The 3% specialty pay will cost about \$42,035 in 2020 and \$43,295 in 2021, for a total of \$85,330. The amendment, if approved by Council, will increase total law enforcement expenses by approximately 1%.

STRATEGIC PLAN REFERENCE: Not applicable.

RECOMMENDATION: That the City Council **AUTHORIZE** preparation of an amendment to the Interlocal Agreement for Police Services for 2020-2021, consistent with the staff report and bring the amended agreement back for final action at a future meeting.

ATTACHMENT: Spreadsheet of Proposed ILA costs for 2020-2021

AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT
BETWEEN SNOHOMISH COUNTY AND THE CITY OF SNOHOMISH
FOR THE PROVISION OF LAW ENFORCEMENT SERVICES

This Amendment No. 1 To The Interlocal Agreement Between Snohomish County And The City of Snohomish For The Provision Of Law Enforcement (“Amendment No. 1”), is entered into by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and the City of Snohomish, a municipal corporation of the State of Washington, (the “City”).

WITNESSES THAT:

WHEREAS, January 9, 2017, the County and the City entered into an Interlocal Agreement for the Provision of Law Enforcement Services (“Interlocal Agreement”). The Interlocal Agreement governs the provision of law enforcement services to the City from January 1, 2017, to December 31, 2021; and

WHEREAS, effective February 1, 2020, the Parties desire to add specialty pay to the five (5) sergeant, nine (9) patrol deputy and (1) school resource officer positions.

WHEREAS, on July 31, 2019, Snohomish County and the Deputy Sheriff’s Association executed a Memorandum of Understanding confirming that section 15.5.1 of the Collective Bargaining Agreement allows the County and City to add specialty pay to the City’s positions. The result of adding specialty pay to the City positions is that the positions are removed from the open bid process.

NOW THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties mutually agree to amend the Interlocal Agreement as follows:

1. Addendum 2 of the Interlocal Agreement, shall be removed and replaced with a new Addendum 2, attached to this Amendment No. 1, and hereby incorporated by reference.
2. Except as expressly provided in this Amendment No. 1, all of the terms and conditions of the Interlocal Agreement are ratified and affirmed and remain in full force and effect.

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ACTION ITEM 6a.

3. This Amendment No. 1 may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

In witness whereof, the parties hereby execute this Amendment No. 1 to the Interlocal Agreement.

CITY OF SNOHOMISH:

SNOHOMISH COUNTY:

Mayor

County Executive

Approved as to Form:

Approved as to Form:

City Attorney

Deputy Prosecuting Attorney

Andrew M. Dornay 8/23/19

Addendum 2

**City Of Snohomish
Police Services Contract
January 1, 2017 - December 31, 2021
Amendment 1**

		2017		2018		2019		2020		2021	
		FTE	Current	FTE	Current	FTE	Current	FTE	Current	FTE	Current
		Count	Per FTE Cost	Count	Per FTE Cost	Count	Per FTE Cost	Count	Per FTE Cost	Count	Per FTE Cost
Personnel											
Lieutenant Salary	1.0	\$	118,205	\$	125,404	\$	129,166	\$	133,044	\$	137,032
Lieutenant Benefits		\$	32,536	\$	34,517	\$	35,553	\$	36,619	\$	37,718
Lieutenant Overtime		\$	2,001	\$	2,123	\$	2,187	\$	2,252	\$	2,320
Sergeant Salary	5.0	\$	98,201	\$	520,909	\$	536,536	\$	552,632	\$	569,211
Sergeant Benefits		\$	29,957	\$	158,907	\$	163,674	\$	168,584	\$	173,642
Sergeant Overtime		\$	7,756	\$	39,942	\$	42,374	\$	43,646	\$	44,955
Sergeant Speciality Pay 3%		\$	-	\$	-	\$	-	\$	-	\$	-
Deputy Sheriff Salary	9.0	\$	81,434	\$	777,539	\$	800,865	\$	824,891	\$	849,638
Deputy Sheriff Benefits		\$	27,796	\$	265,400	\$	273,362	\$	281,563	\$	290,010
Deputy Sheriff Overtime		\$	8,295	\$	79,204	\$	81,580	\$	84,028	\$	86,549
Deputy Speciality Pay 3%		\$	-	\$	-	\$	-	\$	-	\$	-
Detective Salary	2.0	\$	82,322	\$	174,671	\$	179,912	\$	185,309	\$	190,868
Detective Benefits		\$	24,623	\$	52,245	\$	53,812	\$	55,426	\$	57,089
Detective Overtime		\$	8,100	\$	17,186	\$	17,702	\$	18,233	\$	18,780
School Resource Officer Salary	1.0	\$	79,213	\$	84,037	\$	86,558	\$	89,155	\$	91,830
School Resource Officer Benefits		\$	27,510	\$	29,185	\$	30,061	\$	30,963	\$	31,891
School Resource Officer Overtime		\$	2,963	\$	3,143	\$	3,238	\$	3,335	\$	3,435
School Resource Officer 3%		\$	-	\$	-	\$	-	\$	-	\$	-
Total FTEs	18.0										
Personnel Subtotal		\$	2,296,710	\$	2,365,612	\$	2,436,580	\$	2,509,677	\$	2,584,968
Annual Operating Costs		Count	Unit Cost								
Vehicle Operating Cost (Lt. & Det)	3	\$	9,886	\$	30,548	\$	32,408	\$	33,380	\$	34,382
Vehicle Operating Cost (Sgt., Deputy, SRO)	15	\$	14,138	\$	224,985	\$	231,735	\$	238,687	\$	245,847
Cellular Phone Service	18	\$	700	\$	12,978	\$	13,768	\$	14,184	\$	14,602
Contract Administration Services	18	\$	538	\$	9,966	\$	10,265	\$	10,573	\$	10,890
Phones/PCs/Information Services	18	\$	6,531	\$	121,087	\$	124,719	\$	128,461	\$	132,315
Evidence Facility Services**	18	\$	1,104	\$	20,461	\$	21,075	\$	21,707	\$	22,359
Records Management Services**	18	\$	84	\$	1,565	\$	1,660	\$	1,740	\$	1,761
Misdemeanor Warrant Entry	383	\$	5,23	\$	2,063	\$	2,125	\$	2,154	\$	2,222
Court Ordered/Protection Entry	51	\$	16,58	\$	871	\$	924	\$	952	\$	980
Training Unit / Range	18	\$	1,380	\$	25,585	\$	27,143	\$	27,958	\$	28,796
Outside Training	18	\$	425	\$	7,650	\$	8,116	\$	8,359	\$	8,640
Operational Supplies/Uniforms	18	\$	1,750	\$	32,445	\$	33,418	\$	34,421	\$	35,454
Annual Operating Cost Subtotal		\$	483,651	\$	498,161	\$	513,105	\$	528,499	\$	544,353
Annual Operating Credits											
Credit for Police Facility		\$	(9,500)	\$	(9,500)	\$	(9,500)	\$	(9,500)	\$	(9,500)
Annual Operating Credits Subtotal		\$	(9,500)	\$	(9,500)	\$	(9,500)	\$	(9,500)	\$	(9,500)
Grand Total by Year		\$	2,770,861	\$	2,854,272	\$	2,940,185	\$	3,028,676	\$	3,119,921

Notes:

All personnel and operating costs reflect a 3% annual increase for CPI/COLA
 ** Evidence and Records Service costs are assessed only for commissioned personnel
 Non-Commissioned staff employed by the City are not included in this cost proposal
 Snohomish County 911 and other County service contracts (PA, Jail, SRDTF, Auditor) are not included in this proposal
 Credit for Police Facilities is based off of \$19/sq ft
 2020 - 2021 include 3% Speciality pay for Sgts, Depts and SRO on salary & OT

Original Agreement

Proposed Amendment

		2020		2020		2020		2021	
		Jan Only	Feb - Dec						
	\$	1,087	121,954	1,087	121,954	1,087	121,954	1,087	121,954
	\$	3,052	33,568	3,052	33,568	3,052	33,568	3,052	33,568
	\$	188	2,065	188	2,065	188	2,065	188	2,065
	\$	46,053	506,579	46,053	506,579	46,053	506,579	46,053	506,579
	\$	14,049	154,536	14,049	154,536	14,049	154,536	14,049	154,536
	\$	3,637	40,009	3,637	40,009	3,637	40,009	3,637	40,009
	\$	68,741	756,150	68,741	756,150	68,741	756,150	68,741	756,150
	\$	23,464	258,100	23,464	258,100	23,464	258,100	23,464	258,100
	\$	7,002	77,025	7,002	77,025	7,002	77,025	7,002	77,025
	\$	15,442	169,867	15,442	169,867	15,442	169,867	15,442	169,867
	\$	4,619	50,808	4,619	50,808	4,619	50,808	4,619	50,808
	\$	1,519	16,713	1,519	16,713	1,519	16,713	1,519	16,713
	\$	7,430	81,725	7,430	81,725	7,430	81,725	7,430	81,725
	\$	2,580	28,382	2,580	28,382	2,580	28,382	2,580	28,382
	\$	278	3,057	278	3,057	278	3,057	278	3,057
	\$	-	2,543	-	2,543	-	2,543	-	2,543
	\$	209,140	2,344,474	209,140	2,344,474	209,140	2,344,474	209,140	2,344,474
	\$	2,782	30,599	2,782	30,599	2,782	30,599	2,782	30,599
	\$	19,891	218,796	19,891	218,796	19,891	218,796	19,891	218,796
	\$	1,182	13,000	1,182	13,000	1,182	13,000	1,182	13,000
	\$	908	9,983	908	9,983	908	9,983	908	9,983
	\$	11,026	121,288	11,026	121,288	11,026	121,288	11,026	121,288
	\$	1,863	20,495	1,863	20,495	1,863	20,495	1,863	20,495
	\$	143	1,568	143	1,568	143	1,568	143	1,568
	\$	188	2,067	188	2,067	188	2,067	188	2,067
	\$	79	872	79	872	79	872	79	872
	\$	2,330	25,628	2,330	25,628	2,330	25,628	2,330	25,628
	\$	697	7,663	697	7,663	697	7,663	697	7,663
	\$	2,954	32,499	2,954	32,499	2,954	32,499	2,954	32,499
	\$	44,042	484,457	44,042	484,457	44,042	484,457	44,042	484,457
	\$	-	-	-	-	-	-	-	-
	\$	792	(8,708)	792	(8,708)	792	(8,708)	792	(8,708)
	\$	3,072,612	3,072,612	3,072,612	3,072,612	3,072,612	3,072,612	3,072,612	3,072,612
	\$	2,634,336	2,634,336	2,634,336	2,634,336	2,634,336	2,634,336	2,634,336	2,634,336

\$ 3,072,612

\$ 3,169,190

ACTION ITEM 6a.

Date: May 21, 2019

To: City Council

From: Steve Schuller, City Administrator and Utility General Manager
Keith Rogers, Chief of Police

Subject: Proposed 2-Year Amendment to Contract with Snohomish County for Law Enforcement Services

SUMMARY: The purpose of this agenda item is for the City Council to review a proposed amendment for police services. The related Interlocal Agreement (ILA) is for law enforcement services for 2017-2021 with the Snohomish County Sheriff's Office (SCSO). The issue is higher than optimum levels of turnover of our junior (patrol) staff working within the City, as further discussed below. This contract amendment will represent a trial period (only), to cover the years 2020-2021. The City retains the option to renew or discontinue this amendment during the next contract period initiating in 2022.

Staff will review the proposed agreement through a PowerPoint presentation and discuss the budget capacity to amend the current police services contract. If the Council approves, staff requests authorization for the Mayor to sign a contract amendment with the Snohomish County Sheriff's Office.

BACKGROUND: The Great Recession of 2009 and its financial impacts on General Fund revenues in succeeding years served as the impetus for the City's decision to contract for police services. The initial proposal for contracting was not without some controversy. During the six months leading up to adoption of the ILA, the City Council heard comments from many members of the community who held diverse viewpoints on whether to maintain the existing City Police Department or contract law enforcement services with the County. At that time, a number of citizens expressed concerns that contracting with the Sheriff's Office for police services would be ineffective, undermine the character of the community, reduce the quality of policing, lead to increased crime, and/or result in unexpected higher costs over time. Over the past 7+ years of contracted police services, the opposition arguments have (largely) been debunked. Effective, financially efficient, and professional police services have been consistently delivered, along with an overall decrease in crime in many core categories.

In the end, the decision was made to pursue a contractual agreement with the Snohomish County Sheriff's Office (SCSO) for police services. The operative conceptual model that was negotiated in the original service agreement with the County was to maintain the identity of a stand-alone police department and the 2011 level of patrol staffing in the department. As a direct result, the agreement funded 18 commissioned officers, or the same level of officers the City employed in calendar year 2011. In keeping with the desire to maintain the department's identity, deputies assigned to the City maintained the prior uniformity including Snohomish Police uniforms, patches, and other unique "police" branding.

Over the course of the two contract periods, the uniformed patrol staff of 8 Deputies and 4 Sergeants have witnessed a great deal of personnel turnover. No original Snohomish Police Officers remain. Both of the contractual Chiefs of Police (Flood and Rogers) have embraced the same communal desire to have a consistent and familiar patrol work force. This aspiration is challenging under the current contract agreement, as the larger Countywide patrol staff bids for work locations and shifts using a seniority-based system. As an aside, the SCSO patrol staff consistently experiences a great deal of annual turnover based upon the contractual rule.

As a result, the recommendation is that we "close the annual bid" by adopting a selection-based model afforded to us through the current Deputy Sheriff's Association contract. Pre-existing

ACTION ITEM 6a.

language and past practice through other contract cities/towns already exist to switch over to a selection-based model. Contractual language requires that affected patrol staff are to be provided with a 3% specialty pay.

Although this represents an impact to the General Fund, staff believes there would be an internal savings in the reduction of the personnel turnover. In addition, the benefit to the community will be noticeable, and more closely mirror that of a stand-alone police department.

If approved by the City Council at tonight's meeting, the final amendment will be brought back to City Council for approval, likely under the consent agenda.

BUDGETARY IMPACTS: Law Enforcement services are the City's largest General Fund (i.e. non-utility) expense and approximately 50% of General Fund revenues are dedicated to its operation. The 2019/2020 biennium budget for Law Enforcement is \$7.77 million. The 2019/2020 biennium budget for SCSO patrol personnel (3 commissioned officers on each of 4 shifts over the week, for a total of 12 officers) is \$4.76 million. The 3% specialty pay will cost about \$42,035 in 2020 and \$43,295 in 2021, for a total of \$85,330. The amendment, if approved by Council, will increase total law enforcement expenses by approximately 1%.

STRATEGIC PLAN REFERENCE: Not applicable.

RECOMMENDATION: That the City Council **AUTHORIZE** preparation of an amendment to the Interlocal Agreement for Police Services for 2020-2021, consistent with the staff report and bring the amended agreement back for final action at a future meeting.

ATTACHMENT: Spreadsheet of Proposed ILA costs for 2020-2021

ATTACHMENT

Police Services

Amendment Costs

Amendment Cost	2020	2021
Current	\$ 2,509,677.00	\$ 2,584,968.00
Specialty	\$ 2,551,712.00	\$ 2,628,263.00
Difference	\$ 42,035.00	\$ 43,295.00
Difference over 2 years		\$ 85,330.00

Excerpt from May 21, 2019 City Council Meeting Minutes

MOTION by Schilaty, second by Guzak that the City Council **ADOPT** Ordinance 2367, repealing SMC 15.04.143, Deferral of Connection Fee and Capital Facilities Charge. The motion passed unanimously (7-0).

c. **AMEND Law Enforcement Services Contract with the Snohomish County Sheriff's Office**

Police Chief Keith Rogers stated the current police contract through the Snohomish County Sheriff's Office has met, if not exceeded, the needs of the community since 2012, as it was renewed by the City Council in 2017 through 2021. However, the department has identified an area to enhance its current police services contract model, and are proposing to amend the police contract for a trial two (2) year period (2020-2021).

Chief Rogers explained the current contract language allows for an annual patrol shift assignment based on the Sheriff's Office seniority of eight (8) patrol Deputies and four (4) patrol Sergeants. The issue at hand is the PD's uniformed patrol staff bids by seniority vs. being assigned at the Snohomish PD through a selection process.

Annually, the seniority based bid system starts in November and creates substantial turnover of the City's patrol staff. The bid transfer is finalized in December and becomes effective each February.

In 2019, the PD retained 50% of its uniformed patrol staff.

In 2018, the PD retained 58%

In 2017, the PD retained 33%

In 2016, the PD retained 42%

In 2015, the PD retained 25%

In 2014, the PD retained 17%

The expense for uniforms and training related to this turnover is significant. Police Department staff proposes an amendment to the remainder of the contract, changing the language designation of the Snohomish PD uniformed patrol staff from a regular duty assignment to a "specialty assignment," which will eliminate the seniority-based annual bid process entirely, and would offer a selection process for working at the Snohomish Police Department.

Although this change represents an impact to the General Fund, staff believes there would be an internal savings in the reduction of personnel turnover. In addition, the benefit to the community will be noticeable, and would more closely mirror that of a stand-alone police department. If approved by the City Council, the final amendment will be brought back to City Council for approval, likely under the consent agenda.

Law Enforcement services are the City's largest General Fund (i.e. non-utility) expense and approximately 50% of General Fund revenues are dedicated to its operation. The 2019/2020 biennium budget for Law Enforcement is \$7.77 million. The 2019/2020 biennium budget for SCSO patrol personnel (3 commissioned officers on each of 4 shifts over the week, for a total of 12 officers) is \$4.76 million. The 3% specialty pay will cost approximately \$42,035 in 2020 and \$43,295 in 2021, for a total of \$85,330. The amendment, if approved by Council, will increase total law enforcement expenses by approximately 1%.

Councilmember Schilaty thanked Chief Rogers for his presentation and acknowledged the benefits of this contract amendment. She asked for an explanation detailing why the City is losing officers. Chief Rogers explained the factors involved are the Sheriff's Office offers so many opportunities through promotion or specialty assignments that Snohomish is just another opportunity, and although competitive, new units like Paine Field, K-9 or detectives are also attractive opportunities. The City will always compete against these specialties. Chief Rogers indicated nearly half of the patrol staff with the Snohomish County Sheriff's Office has less than 24 months experience. This is the pool of candidates Chief Rogers will select from. There is also a high rate of people retiring.

Councilmember Dana asked about the commitment the deputies make to Snohomish. Chief

ACTION ITEM 6a.

Rogers stated there is no actual commitment, but there are expectations that officers will be invested and stay here. However, promotions or other assignments will present themselves, and there is no guarantee officers will stay. Councilmember Dana asked about the data from other communities related to specialty pay assignments and turnover. Chief Rogers doesn't have the hard numbers available, but indicated fit is important and the expectation is they will stay.

Councilmember Redmon stated she hears a lot from the community about the lack of continuity at the Police Department. She supports this proposal.

Council President Sanders stated he attended a *ride-along* where the officer was familiar with a citizen experiencing a mental health crisis, and the interaction was beneficial based on the officer's experience and background with the subject, which quickly de-escalated the situation. These type of relationships are invaluable between law enforcement and the community. He recognizes the challenges in attracting and retaining police officers, and in obtaining the best fit for the community. He supports the proposal.

Councilmember Merrill commented he attended a *ride-along* with Deputy Perillo. There were several instances where Deputy Perillo worked with citizens, was familiar with their issues and able to effectively access and resolve their situations. Further, as a manager, it is difficult to evaluate and deploy new employees annually. Dealing with high turnover is time not spent on community interest concerns. He supports the proposal.

Citizen Comments:

Morgan Davis, 206 Avenue I, expressed his support for the Snohomish County Sheriff's Office law enforcement contract and the proposed amendment.

Citizen Comments: Closed

MOTION by Guzak, second by Schilaty that the City Council **AUTHORIZE** preparation of an amendment to the Interlocal Agreement for Police Services for 2020-2021, consistent with the staff report and bring the amended agreement back for final action at a future meeting. The motion passed unanimously (7-0).

6. DISCUSSION ITEMS:

a. Police Quarterly Report – First Quarter (January through March 2019)

Police Chief Keith Rogers reviewed the commercial and residential burglary statistics since last quarter, which has decreased from 16 to 15, and noted there were a total of 44 theft, shoplifts and vehicle prowls last quarter which increased to 52 this quarter and focused primarily at Bickford Station. There were 13 vehicle thefts last quarter, down to 4 this quarter. Chief Rogers stated there were 20 misdemeanor and felony assaults last quarter, which decreased to 18 this current quarter. There were 4 robbery calls, but only 2 were filed as case reports this quarter. There were 11 DUIs last quarter, which significantly decreased to 3 during the first quarter. Traffic/parking incidents have decreased from 608 third quarter to 556 during the first quarter. Traffic/parking tickets decreased from 222 last quarter to 119.

Chief Rogers explained the Police Department provides free prescription medication drop off, free needle collection kits and prescription lock bags. These services are available Monday through Friday, 8:00 a.m. to 4:00 p.m. The PD also conducts fingerprinting for School District employees and processes concealed weapon permits. However, during the first quarter 2019, the fingerprint computer remained out of service, and a replacement machine has been ordered.

The Police Department responds to public disclosure/records requests for case reports and event inquiry. Concealed weapon permits increased from 22 to 28 this quarter and public records requests decreased from 271 to 217.

ATTACHMENT E

Date: January 7, 2020

To: City Council

From: Steve Schuller, City Administrator and Utility General Manager

Subject: Amendment to Interlocal Agreement - Police Records Management Services

BACKGROUND: Since January 2012, the City has contracted with the Snohomish County Sheriff's Office (SCSO) for law enforcement services, including evidence technician(s) and administrative personnel. As the majority of police services transitioned to the SCSO in 2012, the City continued to directly employ two City staff members (1 Senior Police Records Clerk and 1 Police Clerk) responsible for providing police records management services and front desk coverage. The purpose of this agenda item is for City Council action regarding a proposed amendment to the existing Interlocal Agreement (ILA) to complete the transition of police support services, including records management to the SCSO.

On October 1, 2019, the City Council authorized staff to meet with the Snohomish County Sheriff's Office and Teamsters Local 763 to resolve all personnel and other relevant matters surrounding amending the existing Interlocal Agreement and transferring City police records management services to the SCSO. City staff has reached agreement with both the SCSO and Teamsters as directed. Based on the outcome of these negotiations, it is anticipated the net cost salary and benefits savings to the City during the first and second years of this contract amendment will be approximately \$27,415.00. As is customary, there will be one-time start-up costs in 2020 related to equipment and personnel transition of approximately \$20,000, with continued projected savings into future years.

ANALYSIS: Discussions exploring options to transition records management services have been ongoing for the past several months with Joanie Fadden, Administrative Services Bureau Chief, and Dawn Cicero, Finance Manager, from Snohomish County, as well as Police Chief Keith Rogers, City Administrator Steve Schuller, and Mayor John Kartak for the City. City personnel impacts related to this transition have been bargained with the Local Union 763 Teamsters by the City's Human Resources Manager. The County has accommodated the City's requested amendments to the ILA, and a spreadsheet of expected costs is attached to the agreement as Addendum 2 of the ILA, which is provided in its entirety below.

Under the proposed amendment, the City would continue to have two full-time equivalent employees (0.5 Law Enforcement Technician, 0.5 Public Records Specialist, 1.0 Law Enforcement Specialist) providing records management and police reception services, with an additional cost savings achieved from future utilization of Snohomish County's in-house legal review of complex and potentially litigious records requests, as needed.

The term of the agreement, as drafted, would be until December 31, 2021, where the City will negotiate a renewal agreement with the SCSO for all law enforcement services under the current existing ILA.

Staff's objectives in developing the draft ILA amendment with SCSO staff have been to maintain current police customer service levels and quality, develop sustainable cost savings, and ensure effective controls over the delivery of past and future police records management services on behalf of the City.

ACTION ITEM 6a.

RECOMMENDATION: That the City Council AUTHORIZE the Mayor to execute Amendment No. 2 to the Interlocal Agreement with Snohomish County to include police records management services.

ATTACHMENT: Amendment No. 2 to the Interlocal Agreement with Snohomish County for Law Enforcement Services

ATTACHMENT

**AMENDMENT NO. 2 TO THE INTERLOCAL AGREEMENT
BETWEEN SNOHOMISH COUNTY AND THE CITY OF SNOHOMISH
FOR THE PROVISION OF LAW ENFORCEMENT SERVICES**

This Amendment No. 2 to the Interlocal Agreement between Snohomish County and the City of Snohomish for the Provision of Law Enforcement (“Amendment No. 2”), is entered into by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and the City of Snohomish, a municipal corporation of the State of Washington, (the “City”).

WITNESSES THAT:

WHEREAS, on January 9, 2017, the County and the City entered into an Interlocal Agreement for the Provision of Law Enforcement Services (“Interlocal Agreement”), under Snohomish County Motion 17-007. The Interlocal Agreement governs the provision of law enforcement services to the City from January 1, 2017, to December 31, 2021; and

WHEREAS, effective March 1, 2020, the Parties desire to transition the responsibility of the City’s police records management functions to the Sheriff’s Office.

NOW THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the Parties mutually agree to amend the Interlocal Agreement as follows:

1. Section 1.5 shall be amended as follows:

1.5 RECORDS. The County shall perform all required data entry in the records management system in accordance with this Agreement, and shall maintain records in the police department facility.

2. Section 1.7 shall be amended as follows:

1.7 POLICE DEPARTMENT SERVICES. The County will maintain County staff to provide citizen services such as: issuing concealed pistol licenses, fingerprinting, responding to citizen inquires, records management and receiving and responding to all public records requests for records generated pursuant to this Agreement, including requests for records created prior to the County’s assumption of the City’s records management function.

3. A new Section 2.7 is added to read as follows:

2.7 ASSIGNED CIVILIAN SUPPORT STAFF. The County will assign non-commissioned staff to the Snohomish Police Department facility to meet the customer service demands, records management and retention needs of current and future police records and the police support services function, including but not limited to those detailed in Section 1.7. Central Sheriff’s Office records management services will also be provided to the City by personnel as appropriate and as warranted. All costs for full police records management functions are detailed in Addendum 2.

ACTION ITEM 6a.

4. Section 7.7 of the Interlocal Agreement is deleted in its entirety.
5. Addendum 2 of the Interlocal Agreement, shall be removed and replaced with a new Addendum 2, attached to this Amendment No. 2, and hereby incorporated by reference.
6. Except as expressly provided in this Amendment No. 2, all of the terms and conditions of the Interlocal Agreement are ratified and affirmed and remain in full force and effect.
7. This Amendment No. 2 may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

In witness whereof, the parties hereby execute this Amendment No. 2 to the Interlocal Agreement.

CITY OF SNOHOMISH:

SNOHOMISH COUNTY:

Mayor
Date: _____

County Executive
Date: _____

Approved as to Form:

Approved as to Form:

City Attorney
Date: _____

Deputy Prosecuting Attorney
Date: _____

Addendum 2

**City Of Snohomish
Police Services Contract
January 1, 2017 - December 31, 2021
Amendment 2**

Years 2017-2021

Personnel	FTE	Current	2017	2018	2019	2020	2021	2020		2020	2020	2021
								Jan Only	Feb - Dec			
Lieutenant Salary	1.0	\$ 118,205	\$ 121,751	\$ 125,404	\$ 129,166	\$ 133,041	\$ 137,092	\$ 11,087	\$ 121,954	\$ 133,041	\$ 137,092	\$ 137,032
Lieutenant Benefits		\$ 32,536	\$ 33,512	\$ 34,517	\$ 35,553	\$ 36,619	\$ 37,718	\$ 3,052	\$ 33,568	\$ 36,619	\$ 37,718	\$ 37,718
Lieutenant Overtime		\$ 2,001	\$ 2,061	\$ 2,123	\$ 2,187	\$ 2,252	\$ 2,320	\$ 188	\$ 2,065	\$ 2,252	\$ 2,320	\$ 2,320
Sergeant Salary	5.0	\$ 98,201	\$ 505,737	\$ 520,909	\$ 536,536	\$ 552,692	\$ 569,211	\$ 46,053	\$ 506,579	\$ 552,692	\$ 569,211	\$ 569,211
Sergeant Benefits		\$ 29,957	\$ 154,279	\$ 158,907	\$ 163,674	\$ 168,584	\$ 173,642	\$ 14,049	\$ 154,536	\$ 168,584	\$ 173,642	\$ 173,642
Sergeant Overtime		\$ 7,756	\$ 39,942	\$ 41,140	\$ 42,374	\$ 43,646	\$ 44,955	\$ 3,637	\$ 40,009	\$ 43,646	\$ 44,955	\$ 44,955
Sergeant Speciality Pay 3%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,398	\$ 16,398	\$ 16,398	\$ 18,425
Deputy Sheriff Salary	9.0	\$ 81,434	\$ 754,892	\$ 777,539	\$ 800,865	\$ 824,891	\$ 849,648	\$ 68,741	\$ 756,150	\$ 824,891	\$ 849,648	\$ 849,638
Deputy Sheriff Benefits		\$ 27,796	\$ 257,670	\$ 265,400	\$ 273,362	\$ 281,563	\$ 290,010	\$ 23,464	\$ 258,100	\$ 281,563	\$ 290,010	\$ 290,010
Deputy Sheriff Overtime		\$ 8,295	\$ 76,897	\$ 79,204	\$ 81,580	\$ 84,038	\$ 86,549	\$ 7,002	\$ 77,025	\$ 84,028	\$ 86,549	\$ 86,549
Deputy Speciality Pay 3%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,995	\$ 24,995	\$ 24,995	\$ 28,086
Detective Salary	2.0	\$ 82,322	\$ 169,584	\$ 174,671	\$ 179,912	\$ 185,309	\$ 190,868	\$ 15,442	\$ 169,867	\$ 185,309	\$ 190,868	\$ 190,868
Detective Benefits		\$ 24,623	\$ 50,723	\$ 52,245	\$ 53,812	\$ 55,426	\$ 57,089	\$ 4,619	\$ 50,808	\$ 55,426	\$ 57,089	\$ 57,089
Detective Overtime		\$ 8,100	\$ 16,685	\$ 17,186	\$ 17,702	\$ 18,233	\$ 18,780	\$ 1,519	\$ 16,713	\$ 18,233	\$ 18,780	\$ 18,780
School Resource Officer Salary	1.0	\$ 79,213	\$ 81,589	\$ 84,037	\$ 86,558	\$ 89,155	\$ 91,840	\$ 7,430	\$ 81,725	\$ 89,155	\$ 91,840	\$ 91,830
School Resource Officer Benefits		\$ 27,510	\$ 28,335	\$ 29,185	\$ 30,061	\$ 30,963	\$ 31,891	\$ 2,580	\$ 28,382	\$ 30,963	\$ 31,891	\$ 31,891
School Resource Officer Overtime		\$ 2,963	\$ 3,052	\$ 3,143	\$ 3,238	\$ 3,335	\$ 3,435	\$ 278	\$ 3,057	\$ 3,335	\$ 3,435	\$ 3,435
School Resource Officer 3%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,543	\$ 2,543	\$ 2,543	\$ 2,858
Total FTEs	18.0											
Personnel Subtotal			\$ 2,296,710	\$ 2,365,612	\$ 2,436,580	\$ 2,509,677	\$ 2,584,968	\$ 209,140	\$ 2,344,474	\$ 2,553,614	\$ 2,634,336	\$ 2,634,336
Annual Operating Costs	Count	Unit Cost										
Vehicle Operating Cost (Lt. & Det)	3	\$ 9,886	\$ 30,548	\$ 31,464	\$ 32,408	\$ 33,380	\$ 34,382	\$ 2,782	\$ 30,599	\$ 33,380	\$ 34,382	\$ 34,382
Vehicle Operating Cost (Sgt., Deputy, SRO)	15	\$ 14,138	\$ 218,432	\$ 224,985	\$ 231,735	\$ 238,687	\$ 245,847	\$ 19,891	\$ 218,796	\$ 238,687	\$ 245,847	\$ 245,847
Cellular Phone Service	18	\$ 700	\$ 12,978	\$ 13,367	\$ 13,768	\$ 14,184	\$ 14,607	\$ 1,182	\$ 13,000	\$ 14,181	\$ 14,607	\$ 14,607
Contract Administration Services	18	\$ 538	\$ 9,966	\$ 10,265	\$ 10,573	\$ 10,890	\$ 11,217	\$ 908	\$ 9,983	\$ 10,890	\$ 11,217	\$ 11,217
Phones/PCs/Information Services	18	\$ 6,531	\$ 121,087	\$ 124,719	\$ 128,461	\$ 132,315	\$ 136,284	\$ 11,026	\$ 121,288	\$ 132,315	\$ 136,284	\$ 136,284
Evidence Facility Services**	18	\$ 1,104	\$ 20,461	\$ 21,075	\$ 21,707	\$ 22,359	\$ 23,029	\$ 1,863	\$ 20,495	\$ 22,359	\$ 23,029	\$ 23,029
Records Management Services**	18	\$ 84	\$ 1,565	\$ 1,612	\$ 1,660	\$ 1,710	\$ 1,761	\$ 143	\$ 1,568	\$ 1,710	\$ 1,761	\$ 1,761
Misdemeanor Warrant Entry	383	\$ 5,23	\$ 2,063	\$ 2,125	\$ 2,189	\$ 2,254	\$ 2,322	\$ 188	\$ 2,067	\$ 2,254	\$ 2,322	\$ 2,322
Court Ordered/Protection Entry	51	\$ 16,58	\$ 871	\$ 897	\$ 924	\$ 952	\$ 980	\$ 79	\$ 872	\$ 952	\$ 980	\$ 980
Training Unit / Range	18	\$ 1,380	\$ 25,585	\$ 26,353	\$ 27,143	\$ 27,958	\$ 28,796	\$ 2,330	\$ 25,628	\$ 27,958	\$ 28,796	\$ 28,796
Outside training	18	\$ 425	\$ 7,650	\$ 7,880	\$ 8,116	\$ 8,359	\$ 8,610	\$ 697	\$ 7,663	\$ 8,359	\$ 8,610	\$ 8,610
Operational Supplies/Uniforms	18	\$ 1,750	\$ 32,445	\$ 33,418	\$ 34,421	\$ 35,454	\$ 36,517	\$ 2,954	\$ 32,499	\$ 35,454	\$ 36,517	\$ 36,517
Annual Operating Cost Subtotal			\$ 483,651	\$ 498,161	\$ 513,105	\$ 528,499	\$ 544,353	\$ 44,042	\$ 484,457	\$ 528,499	\$ 544,353	\$ 544,353
Annual Operating Credits												
Credit for Police Facility			\$ (9,500)	\$ (9,500)	\$ (9,500)	\$ (9,500)	\$ (9,500)	\$ (792)	\$ (8,708)	\$ (9,500)	\$ (9,500)	\$ (9,500)
Annual Operating Credits Subtotal			\$ (9,500)	\$ (9,500)	\$ (9,500)	\$ (9,500)	\$ (9,500)	\$ (792)	\$ (8,708)	\$ (9,500)	\$ (9,500)	\$ (9,500)

Addendum 2

**City Of Snohomish
Police Services Contract
January 1, 2017 - December 31, 2021
Amendment 2**

Personnel***	FTE Count	FTE Cost	2020	2021	
<i>LET Lead</i>	0.5	\$ 61,985	\$ 30,993	\$ 31,922	
LET Lead Benefits		\$ 31,769	\$ 15,885	\$ 16,361	
LET Lead Overtime		\$ 4,000	\$ 2,000	\$ 2,060	
<i>Public Records Specialist</i>	0.5	\$ 61,985	\$ 30,993	\$ 31,922	
Public Records Specialist Benefits		\$ 31,769	\$ 15,885	\$ 16,361	
Public Records Specialist Overtime		\$ 4,000	\$ 2,000	\$ 2,060	
LES	1	\$ 54,895	\$ 54,895	\$ 56,542	
LES Benefits		\$ 30,043	\$ 30,043	\$ 30,945	
LES Overtime		\$ 3,500	\$ 3,500	\$ 3,605	
Personnel Subtotal			\$ 186,192	\$ 191,778	
Annual Operating Costs	Count	Unit Cost	2020	2021	
Records Management Services	18	\$ 2,340	\$ 42,120	\$ 43,384	
Contract Administration Services	2	\$ 605	\$ 1,210	\$ 1,246	
Phones/PCs/Information Services	2	\$ 7,351	\$ 14,702	\$ 15,143	
Outside training	2	\$ 464	\$ 929	\$ 957	
Operational Supplies/Uniforms	2	\$ 1,970	\$ 3,939	\$ 4,057	
Operating Subtotal			\$ 62,900	\$ 64,787	
<i>Start up (one time) - Equipment</i>	2	\$ 5,000	\$ 10,000	\$ -	
<i>Start up (one time) - Personnel Transition</i>	2	\$ 5,000	\$ 10,000	\$ -	
Total Start up (one time)			\$ 20,000	\$ -	
Total for LET Lead & LES			\$ 269,092	\$ 256,565	
Grand Total by Year	2017	2018	2019	2020	2021
	\$ 2,770,861	\$ 2,854,272	\$ 2,940,185	\$ 3,028,676	\$ 3,119,821

Notes:

All personnel and operating costs reflect a 3% annual increase for CPI/COLA
 **Evidence and Records Service costs are assessed only for commissioned personnel
 ***Personnel costs may be prorated in 2020 based upon assignment of workload responsibility during the transition of records management services
 Non-Commissioned staff employed by the City are not included in this cost proposal
 Snohomish County 911 and other County service contracts (PA, Jail, SRDTE, Auditor) are not included in this proposal
 Credit for Police Facilities is based off of \$19/sq ft
 Amendment 1: 2020 - 2021 include 3% speciality pay for Sgts, Depts and SRO on salary & OT
 Amendment 2: 2020 - 2021 include 0.5 FTE Law Enforcement Technician (LET) Lead, 0.5 FTE Public Records Specialist and 1.0 FTE Law Enforcement Secretary (LES)

Excerpt from January 7, 2020 City Council Meeting Minutes

b. **SELECT** Mayor-Council Liaisons to Board and Commissions and External Agencies

Mr. Schuller explained tonight's meeting is the appropriate time to re-evaluate liaison appointments to Boards and Commissions. After discussion by the Council, assignments were proposed as follows:

Board/Commission

Planning Commission
Design Review Board
Parks and Recreation Board
Public Safety Commission
Economic Development Committee
Youth Council

Mayor/Councilmember Liaison

Councilmembers Kuleta and Dana
Councilmember Countryman
Councilmembers Ray and Redmon
Councilmembers Ray
Councilmembers Countryman and Merrill
Councilmembers Sanders and Redmon

External Agencies

Snohomish Chamber of Commerce
Historic Downtown Snohomish
Snohomish County Tomorrow
Community Transit Board
Snohomish Health District
Alliance for Housing Affordability

Councilmembers Countryman and Kuleta
Councilmembers Countryman and Kuleta
Councilmember Merrill and Mayor Kartak
Councilmember Merrill
Councilmember Redmon
Councilmember Redmon

Citizen Comments: None

Citizen Comments: Closed

MOTION by Redmon, second by Countryman to **APPOINT** the above listed Councilmembers as liaisons to the Boards and Commissions and external agencies as shown above. The motion passed unanimously (7-0).

c. **AUTHORIZE** the Mayor to Sign Amendment #2 to the Interlocal Agreement with the Sheriff's Office to Include Police Records Management

Mr. Schuller introduced the agenda item and explained the proposed amendment to the existing Interlocal Agreement (ILA) is to complete the transition of police support services to include records management duties to the Snohomish County Sheriff's Office (SCSO). The City would continue to have records management and police reception services, with an additional cost savings achieved from future utilization of Snohomish County's in-house legal review of complex and potentially litigious records requests, as needed. The amendment will apply to the current ILA, which expires December 31, 2021. At that time, the City will negotiate a renewal agreement with the SCSO for all law enforcement services covered under the current existing ILA.

Councilmember Merrill requested clarification that this action will result in a single source for obtaining records. Mr. Schuller confirmed that was correct.

Councilmember Redmon verified there will be a decrease in the cost of retrieving police records. Chief Rogers agreed.

Citizen Comments: None

Citizen Comments: Closed

ACTION ITEM 6a.

MOTION by Merrill, second by Redmon that the City Council **AUTHORIZE** the Mayor to execute Amendment No. 2 to the Interlocal Agreement with Snohomish County to include police records management services. The motion passed unanimously (7-0).

- d. **ACCEPT** Bid Award and **AUTHORIZE** the Mayor to Sign a Contract with McClure and Sons for the Peracetic Acid Disinfection System Project

Senior Utilities Engineer Andrew Sics stated City Council approval is requested to authorize the Mayor to enter into an agreement with McClure and Sons, Inc. for the construction of the Peracetic Acid Disinfection System project. They were the lowest responsive bidder, at \$890,681.06. The project will replace the City's chlorine gas effluent disinfection system with peracetic acid at the City's wastewater treatment plant, and is expected to begin in late January with anticipated completion in July 2020.

Councilmember Dana asked if there were costs associated with de-commissioning the current chamber, or if it would be removed. Mr. Sics responded the current chamber will remain and be repaired as part of the project.

Councilmember Redmon inquired about securing the peracetic acid, as had to be done for the chlorine. Mr. Sics indicated there needs to be a separate storage building, but it is safer than chlorine.

Citizen Comments: None
Citizen Comments: Closed

MOTION by Sanders, second by Redmon that the City Council **AUTHORIZE** the Mayor to sign and execute a contract with McClure and Sons, Inc. in the amount of \$1,024,283, including a 15% contingency for the construction of the Peracetic Acid Disinfection System project.

Councilmember Redmon thanked staff for finding an alternative to chlorine. She finds it innovative and appreciates the effort made to go in this direction.

VOTE THE MOTION: The motion passed unanimously (7-0).

6. DISCUSSION ITEM: REVIEW Council's Rules and Procedures

City Attorney Grant Weed indicated the purpose of the discussion item is for biennial review and direction to staff regarding Resolution 1371, which outlines the City Council's operating rules and procedures for conducting meetings. He noted there had been a previous brief discussion about the Order of Business, and whether to move #5 "Proclamations or Presentations" ahead of #4 "Citizen Comments on items not on the agenda," or to continue to handle those on a case-by-case basis.

Citizen Comments: None
Citizen Comments: Closed

Councilmember Merrill indicated his support of the current order of business and the flexibility of moving the presentations prior to citizen comments.

Councilmember Redmon supported moving presentations prior to citizen comments, due to the number of occasions this has occurred. She also felt this more accommodating for

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ACTION ITEM 6b.

Date: September 15, 2020

To: City Council

From: Debbie Burton, Finance Director

Subject: Letter to Republic Services Regarding Recycling Processing Surcharges

SUMMARY: The purpose of this agenda item is for Council to discuss the draft letter proposed to be sent to Republic Services regarding their request for a surcharge for paper and plastic recycling.

BACKGROUND: On November 19, 2019, Republic Services presented to City Council a request that Council approve a surcharge due to changes that have impacted recycling processing since the City implemented the current contract in April 2017. The Council discussed the proposed surcharge at the February 18, 2020 and July 7, 2020 Council meetings. The current agreement is from April 1, 2017 to April 1, 2024.

ANALYSIS: A letter (attached) to Republic Services has been drafted by the City Attorney to respond to the request.

BUDGETARY IMPACTS: None

STRATEGIC PLAN REFERENCE: Not applicable.

RECOMMENDATION: That the City Council **DISCUSS** the letter to Republic Services regarding the recycling surcharge requests and **AUTHORIZE** the Mayor to sign the letter, with or without revisions, and mail to Republic Services.

ATTACHMENT: Draft Letter to Republic Services

ATTACHMENT

September 15, 2020

General Manager
Rabanco Ltd. dba Republic Services of Lynnwood
1600 127th Ave. NE
Bellevue, WA 98005

Republic Services, Inc.
Attn: General Counsel
18500 N. Allied Way #100
Phoenix, AZ 85054

Re: Recycling Rate Adjustment Request – City of Snohomish Solid Waste Contract

To Whom It May Concern:

The purpose of this communication is to respond to Republic's request for a recycling rate increase. The City understands that changes to the China market have affected the value of recyclables and that your business has made changes in response and incurred costs in doing so. Your request for a rate increase is due to these changes.

Recycling is addressed in several locations within the existing Contract. Under Section 2.1.12, recycling is a mandatory element of the services provided by you. Customers are not limited in the amount that they can recycle (Section 2.2.2.). Rate adjustments for recyclables are covered under Section 3.3.3; under which, rates are not to be adjusted due to a change in the value of recyclables. Further, under the terms of the Contract, any alteration to the compensation model for recyclables must have no material impact on the customer.

It was clearly understood in the agreement that the value of recyclables is ever-changing and that those changes would not be a basis for a rate increase. It is also clear that no changes can be made that would have a material impact on the citizens of Snohomish. While we sympathize with your position, the request is contrary to the provisions contained in the Contract.

After careful consideration, the City is unable to accommodate your request. These are unprecedented times and many of our citizens are under incredible financial strain. We cannot place an additional burden on those that are already suffering. Should there be economic improvement in the future, please feel free to bring forward a new proposal that does not have a material impact on our citizens.

The City appreciates the quality service you provide and looks forward to continuing the positive relationship that has been built.

Sincerely,

John T. Kartak
Mayor

ACTION ITEM 6c.

Date: September 15, 2020

To: City Council

From: Debbie Burton, Finance Director

Subject: Employee Social Security Tax Deferral Under the Families First Relief Act

PURPOSE: The purpose of this agenda item is to present to Council the option to opt the City in to the employee Social Security payroll tax deferral program for eligible employees.

BACKGROUND: The Families First Coronavirus Response Act (“Families First Act”) enacted on March 18, 2020, and the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), enacted on March 27, 2020, provide relief to taxpayers from economic hardships resulting from the Coronavirus Disease 2019 (COVID-19).

On August 8, 2020, the President issued a Presidential Memorandum directing the Secretary of the Treasury (Secretary) to use his authority to defer the withholding, deposit, and payment of certain payroll tax obligations under the Families First Act

The employee Social Security tax deferral may apply to payments of taxable wages to an employee that are less than \$4,000 during a bi-weekly pay period, with each pay period considered separately. No deferral is available for any payment to an employee of taxable wages of \$4,000 or above for a bi-weekly pay period.

This program requires an employer to “opt in” to the program. Additionally, employees would also have to “opt in.” Deferral is currently only available until the end of 2020. Beginning in January 2021, the employer would be required to withhold a higher-than-normal amount on the opted-in employees’ checks to ensure all deferred taxes are paid back by April 2021.

Since this is a wage or benefit for employees, the City Council is being asked to determine whether the City should opt in to this program. Given the short duration and the subsequent need to withhold additional money beginning in January, City staff does not view this as beneficial to employees or the City. Opting in to this program will also increase staff time and resources to track current withholdings and increased withholdings beginning in January for the employees that may opt-in.

RECOMMENDATION: That the City does NOT opt in to the employee Social Security payroll tax deferral program. No action necessary if the City does not opt-in

ATTACHMENT: None

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ACTION ITEM 6d.

Date: September 15, 2020

To: City Council

From: Yoshihiro Monzaki, City Engineer

Subject: Professional Service Agreement with Gray & Osborne, Inc. for the Design of the Swifty Creek Storm System Improvement and Rainier Sewer Lift Station/Forcemain Projects

SUMMARY: The purpose of this agenda item is to authorize the execution of a Professional Services Agreement with Gray & Osborne, Inc. (G&O) to provide professional engineering services to complete an alternative evaluation and pre-design report for the Swifty Creek Storm System and Rainier Sewer Lift Station/Forcemain Improvement Projects.

BACKGROUND:

Swifty Creek Storm System Improvement

Swifty Creek is the outlet channel for Blackmans Lake and is an open channel for the majority of length from the south side of Blackmans Lake to Second Street. It flows through culverts at road crossings, and is in a pipe between Fifth and Sixth Streets, and from Second Street to its discharge point at the Snohomish River. The pipe location between First and Second Streets is unknown. There is no documentation of the construction of this pipe segment.

Residents on Cedar Avenue along the Swifty Creek channel between Second and Third Streets are concerned about the water level in the channel. They have stated that the water level appears to be higher than it has been in the past during rain events. There have been complaints of potential future property flooding.

The Swifty Creek channel between Second and Third Streets is mostly located on private property. It is suspected that the majority of the Swifty Creek storm pipe from the pipe inlet north of Second Street to First Street is on private property and possibly beneath existing buildings. City staff could not find any records of stormwater easements dedicating the channel or this section of storm pipe to the City. Without the easement documents, the City does not have legal authority to enter private property to inspect or maintain that section of storm pipe. This section of pipe between First and Second Streets does not have the manholes needed to properly access, inspect or maintain the pipe. It is suspected that debris and sediment may have settled in the pipe, creating an obstruction and decreasing the capacity and causing water to back-up into the channel.

In the early 1980's, the City constructed a diversion structure at Sixth Street/Maple Avenue and a 30-inch storm drainage pipe on Sixth Street to divert a portion of the Swifty Creek flows to the Pilchuck River. This has reduced the amount of flow to the restricted Swifty Creek storm pipe south of Second Street.

Rainier Sewer Lift Station and Sewer Forcemain Improvement

The Rainier Lift Station is located in the right-of-way at the southwest corner of the Rainier Street/Willow Avenue intersection. It was constructed in 1959, with a major rehabilitation completed in 1987. It is a two-story underground facility with a drywell and wet well, equipped with three pumps that has a capacity of 3,000 gallons per minute. The electrical system was

ACTION ITEM 6d.

upgraded in 2015, which included a new control panel. The station discharges to a 16-inch asbestos-concrete force main, which pumps under pressure approximately 1,600 feet to the discharge manhole, located at Second Street/Avenue A. This lift station does not have a permanent standby generator. The sewer from the majority of the City, east of SR 9 and east of Avenue D, flows to the Rainier Lift Station. Sewer flows to the Lincoln Avenue Lift Station are pumped to the Rainier Lift Station. Because of the large area that flows to the Rainier Lift Station, it is considered a critical facility of the sanitary sewer system.

ANALYSIS: In May 2020, the City advertised for professional engineering services for various utility projects. Five consultant firms submitted their qualifications. Three were selected and interviewed based on their past project experience and understanding of the City projects.

G&O was selected for the Swifty Creek Storm and Rainier Sewer Lift Station/Forcemain Improvement Projects. G&O has completed multiple stormwater and lift station projects. In addition, they assisted the City with the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit, and development of the utility (water, sewer and storm) system inventory map with the City Utility Departments.

The Swifty Creek Storm Improvement Project consists of installing over 1,000 feet of storm pipe from the Swifty Creek channel north of Second Street to the existing storm pipe system on First Street. High flows will be diverted to this new storm pipe system. The new storm pipe system will add capacity to the existing system and decrease the possibility of backwater and flooding. The pre-design report will evaluate different pipe routes, determine pipe size, construction issues and impacts, permit requirements, and provide estimated costs and recommendations.

It has been over 30 years since the Rainier Sanitary Sewer Lift Station mechanical systems have been evaluated and improved. The City has changed over the past 30 years, the lift station equipment has aged, development has occurred, and sewer flows have changed. The pre-design report will evaluate the lift station equipment and forcemain to determine the replacement needs, pump size, forcemain pipe size, emergency generator size, wet well improvements, possible relocation, and provide estimated costs and recommendations.

Because there are multiple alternatives for both projects to evaluate, it was determined that a pre-design report would be completed initially. This would allow the City to select an alternative based on the evaluation for design. After an alternative is selected, Gray & Osborne will submit a scope and budget for the design work.

Pre-design work will begin in October 2020 and is tentatively scheduled to be completed by spring 2021. The selected alternatives will be presented to Council along with the project design scope and budget in 2021.

Both of these projects affect the construction schedule of the Second Street Corridor Project. A segment of the new Swifty Creek Storm Pipe and Rainier Lift Station Forcemain will be constructed on Second Street between Avenue A and Cedar Avenue, and should be constructed before the Second Street Corridor Project is completed.

BUDGETARY IMPACTS: The estimated cost for each of the pre-design reports are as follows:

- Swifty Creek Storm Improvement: \$56,175
- Rainier Sewer Lift Station/Forcemain Improvement: \$38,200

Total estimated cost: \$94,375 (includes \$10,000 for Management Reserve, if needed for additional work that may come up as the alternatives are evaluated)

ACTION ITEM 6d.

The Swifty Creek Storm and Rainier Lift Station/Forcemain Improvement Projects are identified in the 2019-2020 City Budget as follows:

- Swifty Creek Pipe Replacement: \$150,000 (Storm Funds)
- Rainier Lift Station: \$140,000 (Sewer Funds)
- Rainier Forcemain: \$660,000 (Sewer Funds)

STRATEGIC PLAN REFERENCE: Not applicable.

RECOMMENDATION: That the City Council **AUTHORIZE** the Mayor to sign and execute the Professional Services Agreement with Gray & Osborne, Inc., in an amount not to exceed \$94,375.00, including a Management Reserve, for the Pre-Design Analysis of the Swifty Creek Storm System and Rainier Sewer Lift Station/Forcemain Improvement Projects.

ATTACHMENT: Professional Services Agreement with Scope of Services



CITY OF SNOHOMISH

116 UNION AVENUE · SNOHOMISH, WASHINGTON 98290 · (360) 568-3115 · WWW.SNOHOMISHWA.GOV

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF SNOHOMISH AND GRAY & OSBORNE, INC. FOR PROFESSIONAL ENGINEERING CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Snohomish, a Washington State municipal corporation (“City”), and Gray & Osborne, Inc., a Washington State corporation (“Consultant”) licensed to do business in Washington State.

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

ARTICLE I. PURPOSE

The purpose of this agreement is to provide the City with professional engineering services as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services for the Swifty Creek Storm System Improvement Pre-Design is attached hereto as **Exhibit “A”** and the Rainier Pump Station Pre-Design is attached hereto as **Exhibit “B”** are incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

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

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

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of

ACTION ITEM 6d.

the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

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

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

III.3 TERM. The Consultant shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work no later than December 31, 2021, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

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

III.5 EMPLOYMENT.

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

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

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

ACTION ITEM 6d.

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

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

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

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

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

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

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

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

III.7 INSURANCE.

a. Insurance Term

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

b. No Limitation

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

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

d. The minimum insurance limits shall be as follows:

Consultant shall maintain the following insurance limits:

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

ACTION ITEM 6d.

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

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

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

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

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

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

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

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

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

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

III.11 INDEPENDENT CONTRACTOR.

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

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

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

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

ACTION ITEM 6d.

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

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

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

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

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

- **The Watershed Company**

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

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

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **\$94,375.00 (Ninety Four Thousand Three Hundred Seventy Five Dollars and No Cents)** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibits A and B, the City shall pay Consultant a mutually agreed amount.

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

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

ACTION ITEM 6d.

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

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

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

b. Public Records

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

ARTICLE V. GENERAL

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

**CITY OF SNOHOMISH
ATTN: Yoshihiro Monzaki, P.E.
116 UNION AVENUE
SNOHOMISH, WA 98290**

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

**GRAY & OSBORNE, INC.
ATTN: STACEY CLEAR, P.E.
3710 168TH STREET NE, BLDG. B, SUITE 210
ARLINGTON, WA 98223**

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

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

ACTION ITEM 6d.

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

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

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

V.5 **SEVERABILITY**

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

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

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

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

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

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

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

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

ACTION ITEM 6d.

DATED this _____ day of _____, 2020.

CITY OF SNOHOMISH

GRAY & OSBORNE, INC.

By: _____
John T. Kartak, Mayor

By: _____

(Print Name and Title)

ATTEST

APPROVED AS TO FORM

By: _____

By: _____
Grant K. Weed, City Attorney

(Print Name and Title)

ATTACHMENTS

Exhibit A – Swifty Creek Storm System Improvement Project Pre-Design Scope and Budget

Exhibit B – Rainier Pump Station Project Pre-Design Scope and Budget

EXHIBIT A

SCOPE OF WORK

CITY OF SNOHOMISH SWIFTY CREEK COMBINED STREAM AND STORM SYSTEM IMPROVEMENT

PURPOSE

Beginning approximately 150 feet north of 2nd Street, Swifty Creek is diverted into existing 24-inch pipes until it reaches a manhole south of the intersection of 1st Street and Union Avenue. This 1,300-linear-foot section of storm pipe is located mainly on private property and is inaccessible to City staff. The City recognizes this section of pipe is likely to be in poor condition and it experiences blockages which cause backwater behind the ACE Rental building. The City has requested the services of Gray & Osborne to assist with preparing a predesign report to assess alternatives related to diverting the stream to a new pipeline that would be located almost fully within the public right-of-way. The following describes the tasks involved with the preparation of this report. The fees associated with each task are provided in Exhibit A.1.

PROPOSED SCOPE OF WORK

Task 1 – Project Management

Provide overall project management and oversight services to include:

- Procure sufficient staff resources to dedicate to the project.
- Manage and control project budget and schedule.
- Manage and provide monthly progress reports and invoices.

Task 2 – Data Collection

Via AutoCAD files and a marked-up PDF map, the City has provided existing survey information which includes topography, road layout, and utility locations. Gray & Osborne will review this information to ensure all necessary data has been obtained to assess appropriate alternatives for rerouting Swifty Creek.

For budget purposes, 8 hours is included to survey any additional pertinent information that may be missing from the existing survey information and/or any information that may be needed during the permitting investigation described in Task 3.

Task 3 – Permitting Investigation

Complete an on-site reconnaissance of the project location to determine existing conditions and what state and federal permits (if any) may be needed for the project. This scope includes reconnaissance of wetlands, the stream, and waters of the United States extending 100 feet upstream and downstream of the project area to provide baseline condition field assessments. The following will be conducted:

- Delineation report summarizing flagged wetland boundaries and stream ordinary high-water mark (OHWM) within 100 feet of the project area.
- Permit summary detailing anticipated local, state, and federal permits.

Assumptions

1. Delineation, data forms, and wetland rating forms and required figures for one wetland are assumed for this scope of work.
2. Development of a compensatory mitigation plan for wetland, stream, and/or buffer impacts will need to be developed if impacts cannot be sufficiently avoided. Development of a Compensatory Mitigation Plan and/or In Lieu Fee Use Plan is not included in this scope of work as the nature and amount of impact are not yet known. This work would be included in a separate contract during the design phase.

Contact and coordinate site visit meeting with regulatory agencies including Washington State Department of Fish & Wildlife, U.S. Army Corps of Engineers, City of Snohomish Planning, and Tribal agencies.

Task 4 – Hydrologic/Hydraulic Modeling

Review existing HSPF hydrologic information available from previous City Stormwater Comprehensive Plans. A simplistic WWHM model will be prepared for the basin located upstream of the project area to truth the flow results provided in the City's previous Stormwater Comprehensive Plans. The 2-, 10-, 25-, and 100-year storm events will be modeled for existing and future basin conditions. The flow results will be utilized to size an appropriate conveyance system downstream.

Task 5 – Alternatives Analysis

Based upon the conversation with stakeholder agencies as well as the hydrologic-related results, alternative alignments for diverting Swifty Creek will be prepared. Gray & Osborne will review the City's current alignment alternatives and may propose different alignments, if appropriate. The alternatives will include options that address hydraulic needs, fish passage, sediment, and debris passage issues.

ACTION ITEM 6d.

For each alternative, a discussion will be provided on related concerns including constructability, regulatory constraints including fish passage requirements, utility conflicts, traffic control issues, neighborhood business concerns (i.e., loss of parking), costs, and easements. A decision matrix involving these concerns may be included to assist in formulating a recommended solution that would meet the City's overall needs.

Task 6 – Predesign Report

A predesign report will be prepared which includes the hydraulic results and alternatives analysis. A recommendation for the preferred alternative will also be included. Gray & Osborne will provide an electronic draft report for City review and comment prior to finalizing the report. The final report will then be signed and provided for the City's use.

Task 7 – Quality Assurance/Quality Control (QA/QC)

One quality assurance/quality control meeting will be held to review the results of the draft predesign report.

PROJECT DELIVERABLES

We will provide the following deliverables for this phase of the project:

1. Draft Predesign Report (including cost estimates)
2. Final Predesign Report

Geotechnical work and SEPA will be included in the second design phase of the project, once the project objectives have been identified.

EXHIBIT A.1

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Snohomish - Swifty Creek Combined Stream and Storm System Improvement

Tasks	Project Manager Hours	Environmental Technician/ Specialist Hours	Engineer-in-Training Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
1 Project Management	6					
2 Data Collection	4				2	8
3 Permitting Investigation	12	24	16	8		
4 Hydrologic/Hydraulic Modeling	4		16			
5 Alternatives Analysis	36		48			
6 Predisign Report	8		24	8		
7 Quality Assurance/Quality Control	4		2			
Hour Estimate:	74	24	106	16	2	8
Fully Burdened Billing Rate Range:*	\$125 to \$205	\$83 to \$138	\$85 to \$135	\$50 to \$134	\$118 to \$155	\$171 to \$230
Estimated Fully Burdened Billing Rate:*	\$160	\$120	\$100	\$110	\$155	\$205
Fully Burdened Labor Cost:	\$11,840	\$2,880	\$10,600	\$1,760	\$310	\$1,640

Total Fully Burdened Labor Cost: \$ 29,030

Subconsultant:

The Watershed Company \$ 20,132

Subconsultant Overhead (10%) \$ 2,013

Management Reserve: \$ 5,000

TOTAL ESTIMATED COST: \$ 56,175

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

Exhibit A.2
The Watershed Company (TWC) Scope of Work:
Snohomish Swifty Creek Diversion Pre-Design Report,
TWC #200819

Task 1 – Data Collection.

Estimated Budget: \$280

1. Review City-supplied mapping with G&O and suggest any additional survey needs, e.g. map wetland and OHWM flagging.

Task 2 – Permitting Investigation.

Estimated Budget: \$9,270

1. Flag stream (OHWM) and wetland boundaries within 100 feet of the upstream and downstream limits of the piped stream section.
2. Prepare and provide a delineation sketch to the survey crew.
3. Prepare a stream and wetland delineation report, including classification and supporting data and rating forms and figures for (any) wetland(s) encountered.
4. Prepare a permit summary or matrix detailing anticipated local, state, and federal permits that will be required for the project.
5. Contact regulatory agency representatives and coordinate a site visit meeting. Agencies may include but are not limited to the Washington Department of Fish & Wildlife, U.S. Army Corps of Engineers, City of Snohomish Planning, and Tribal agencies. Limited to one site meeting. Follow-up meeting(s) and additional correspondence may be provided as contingencies.

Task 3 – Hydrologic/Hydraulic Modeling.

Estimated Budget: \$320

1. Review and comment on hydraulic modeling results as they relate to fish passage and overall habitat.

Task 4 - Alternatives Analysis.

Estimated Budget: \$4,405

1. Review current/previous alternatives - alignments and concept designs.
2. Assist with formulation of any new or modified alternatives, addressing fish passage and overall habitat as feasible within constraints.
3. Assist with preparation of handout figures of alternatives and other materials for agency meeting(s) and correspondence (Task 2.5, above).
4. Assist with modification of alternatives based on agency input from Task 2.5.
5. Contribute to a discussion and decision matrix addressing the fish passage and overall habitat pros and cons for each alternative under consideration.

Task 5 – Pre-Design Report.

Estimated Budget: \$2,005

1. Report-writing. Contribute to pre-design report preparation as needed to consolidate, expand on, and/or integrate the results of previous tasks with respect to fish passage and habitat.

Task 6 – QA/QC.

Estimated Budget: \$1,380

1. Provide internal QA/QC for TWC deliverables (delineation report, permitting matrix, pre-design report entries).

ACTION ITEM 6d.

2. Review and comment on draft pre-design report prior to delivery to the City.

Task 7 – Project Management and Team Coordination.

Estimated Budget: \$2,190

1. Team progress meetings and correspondence, including remote meetings, limited to 6 hours total.
2. Invoicing and project administration.

Travel and Other Expenses.

Estimated Budget: \$282

Total Budget:

\$20,132

Project Assumptions:

1. The City or Gray & Osborne will arrange permission for entry into private properties as needed.
2. No mitigation plans will be prepared for this phase of the project.
3. The Not-to-Exceed (NTE) figures included in the proposal assume project efficiencies of conducting all tasks together; they are not stand-alone figures. Overages in any task may be made up for where excess budget may occur in another.
4. If work conducted on this project extends for a period of more than six months, hourly rates may be adjusted to reflect current rates.
5. All project submittals shall be electronically delivered. No paper copies are included.
6. This proposal includes general coordination with the project team via email and phone. In-person meetings with the project team are not included.
7. Team progress meetings and correspondence, including remote meetings, are limited to 6 hours total.
8. Permit submittals are not included.

Tasks/Deliverables Not Included but Deferred to a Later, Design Phase.

1. Critical Areas Report.
2. Biological Evaluation for Endangered Species.
3. Impacts analysis and quantification.
4. Mitigation Plan.
5. In addition to Mitigation Plan, Contributions to 30, 60, 90, and 100 percent plans and specifications.
6. Preparation and submittal of permit applications:
 - a. Federal
 - b. State
 - c. Local

**Exhibit A.3
Budget**

Task	Total Hours	Cost
1. Data Collection	2	\$280
2. Permitting Investigation	71	\$9,270
3. Hydrologic/Hydraulic Modeling	2	\$320
4. Alternatives Analysis	30	\$4,405
5. Pre-Design Report	15	\$2,005
6. QA/QC	8	\$1,380
7. Project Management and Team Coordination	14	\$2,190
8. Expenses		\$282
TOTAL	142	20,132

Exhibit A.4**Hourly Rates Effective July 2020***

Ed McCarthy, PE, PhD	Senior Water Resources Engineer	\$190
Dan Nickel, MSc	Environmental Engineer	\$185
Hugh Mortensen, PWS	Senior Ecologist	\$185
Jennifer Creveling, PWS	Senior Biologist	\$185
J. Kenny Booth, AICP	Senior Planner	\$185
Al Wald, LHg	Hydrogeologist	\$170
Greg Johnston, EIT, CFP, MSc	Senior Fisheries Biologist	\$160
Amber Mikluscak, PLA, GISP, MLA	Senior Landscape Architect/GIS Manager	\$155
Nell Lund, PWS	Senior Ecologist	\$150
Ryan Kahlo, PWS	Senior Ecologist	\$150
Mark Daniel, AICP	Associate Planner/GIS Specialist	\$145
Clover McIngalls, PWS	Environmental Planner	\$135
Marina French, PLA, MLA	Landscape Architect	\$135
Leila Willoughby-Oakes	Associate Planner	\$135
Lucas Vannice, PLA	Landscape Architect/Arborist	\$120
Katy Crandall	Ecologist/Arborist	\$120
Kyle Braun, PLA	Landscape Architect/Arborist	\$120
Peter Heltzel, MSc, CFP	Fisheries Biologist	\$135
Jamie Sloan	Ecologist	\$120
Billy Craig	Project Administrator	\$110
Debra Klein	Accountant	\$110
Betsy Mann	Marketing Manager	\$110
April Mulcahy	Arborist/Ecological Designer	\$107
Alicia Bramble-Schultz	Landscape Architect	\$107
Alex Capron	Planner/GIS Specialist	\$105
Alex Pittman	Environmental Planner	\$105
Roen Hohlfeld, MLA	Ecologist/Arborist/Landscape Designer	\$113
Sam Payne	Ecologist/Arborist	\$103
Grayson Morris, MLA, SITES AP	Landscape Designer	\$95
Jake Robertson	Arborist	\$92
Karin Hopper	Office Coordinator	\$90
Amanda Fleischman, MLA	Landscape Designer	\$93
Nathan Burroughs, MSc	GIS Analyst	\$85
Grace Brennan	Ecologist	\$85
Alicia Kellogg	Graphics Assistant/Landscape Designer	\$80
Sage Presster	Ecologist	\$80

CFP = Certified Fisheries Professional as certified by the American Fisheries Society

PE = Professional Engineer

EIT = Engineer In Training

GIS = Geographic Information System

PWS = Professional Wetland Scientist as certified by the Society of Wetland Scientists

PLA = State of Washington Professional Landscape Architect

AICP = American Institute of Certified Planners

MSc = Master of Science degree

MLA = Master of Landscape Architecture

GISP = GIS Professional

*Rates for 2020 only; escalator clause for cost of living may apply in future years

Direct Costs:

<u>Auto Mileage</u> Maximum standard rate allowable by IRS	
<u>Reproduction:</u>	
<u>Black & White Printing</u>	<u>Rate per Page</u>
8 1/2 x 11	\$0.10
11 x 17	\$0.20
12 x 18	\$0.30
<u>Color Printing</u>	<u>Rate per Page</u>
8 1/2 x 11	\$1.00
11 x 17	\$2.00
12 x 18	\$2.50
<u>Plotting</u>	<u>Rate per SF</u>
B&W Bond	\$1.05
Color Bond	\$1.18
B&W Glossy	\$12.18
Color Glossy	\$13.76
Outside Reproduction	At cost
Electrofishing Equipment Fee	\$100.00/day
Trimble Geo XH - GPS Equipment Fee	\$190.00/day
Panasonic FZ-G1	\$130.00/day
Field Tablet	\$20.00/day
Solomat Water Quality Testing Equipment Fee	\$50.00/day
YSI Salinity pH Meter	\$50.00/day
Expert testimony	Expert testimony is billed at 1.5 times standard hourly rates
Lodging and per diem	Reimbursement will be at a rate not to exceed the WA State OFM per diem rate for location services are provided. Out-of-State locations will be reimbursed at the current GSA rate for location services are provided.
Other Direct Costs At Cost	

EXHIBIT B

SCOPE OF WORK

CITY OF SNOHOMISH RAINIER PUMP STATION – PHASE 1 PREDESIGN AUGUST 25, 2020

PURPOSE

The City of Snohomish has identified improvements to the Rainier Pump Station in its Capital Improvement Plan. The existing Rainier Pump Station is located in the right-of-way at the intersection of Rainier Street and Willow Avenue. According to the City's O&M Manual, the existing station was originally constructed in 1959, with a major rehabilitation completed in 1987. It is a wet pit/dry pit station, equipped with three 1,500 gpm capacity, 40 hp pumps. The total capacity of the station was originally rated at 3,000 gpm. The existing pumps are vertically-mounted Cornell centrifugal pumps. It appears that the motors have been replaced since the completion of the rehabilitation in 1987. The station electrical was upgraded in 2015, which included a new control panel and new variable frequency drive motor starters with across-the-line FVNR bypass. The existing wet well is undersized according to City staff. The station discharges to a 16-inch asbestos-concrete force main, which pumps approximately 1,600 linear feet to the discharge manhole, located at the intersection of 2nd Street and Avenue A. The station does not currently have a permanent standby generator.

The City has identified an upgrade of the Rainier Pump Station and the force main in its 2021 budget. The City is investigating the purchase of the adjacent property and/or relocation of the station to the Centennial Trail in order to improve site security, accessibility, and to locate the station outside of the right-of-way. The City has also identified projects to divert flows from the Rainier Pump Station sewer basin that will flow by gravity to the Wastewater Treatment Plant so required capacity of the station may be reduced in the future if these projects are feasible.

Gray & Osborne has prepared this scope of work and fee proposal for the first phase of the design. The first phase of the design is intended to evaluate alternatives for replacement of the pump station and force main. Phase 2 will complete the design and prepare bid documents once the City's preferred alternatives have been selected and the proposed project has been refined and better defined.

The following describes the tasks involved with Phase 1. The fees associated with each task are provided in Exhibit B.1.

PROPOSED SCOPE OF WORK

The following elements are included in the scope of work for Phase 1.

Task 1 – Project Management

Project management services will include allocation of resources, communication with the City, and administrative services such as processing invoices.

Task 2 – Hydraulic Modeling

Using the City’s existing GIS system, we will construct a skeletonized hydraulic model in order to model downstream capacity limitations in the sewer system. The City has concerns about an existing CSO weir and oversized pumps could cause overflows.

Upstream flows for a number of existing and future flow conditions will be provided by the City for evaluation. It is anticipated that existing and buildout flows will be provided, along with two proposed basin diversions that the City is evaluating that may reduce flows to the station.

Task 3 – Rainier Pump Station Evaluation

Gray & Osborne will evaluate alternatives that will provide the basis for design for the proposed pump station improvements. The evaluation will include:

- **Site Evaluation** – The City has identified three potential locations for the proposed Rainier Pump Station improvements. Each location will include a proposed site layout developed at a GIS-level of detail. No survey will be performed at this preliminary design level. The three locations that will be evaluated include:
 - Existing location within City right-of-way.
 - 501 Rainier Street – Property purchase would be required for this alternative.
 - Rainier Street and State Avenue in the existing trail right-of-way.
- **Force Main Sizing** – The City has indicated that replacement of the existing 16-inch asbestos-concrete force main will be a part of the project.
- **Pump Selection** – Pump selection will be based on the required flows, head conditions, and type of station. The City has indicated a preference for Gorman Rupp suction-lift pumps if conditions allow.

ACTION ITEM 6d.

- **Wet Well Sizing** – Wet well capacity will be determined based on the Washington State Department of Ecology Orange Book design criteria, pump selection, and site constraints.
- **Generator Sizing** – The City has indicated that it would like the installation of a permanent standby generator with automatic transfer switch included as part of the improvements. As part of the predesign effort, we will determine the size and fuel requirements for the generator.
- **Preliminary One-Line Diagram** – Prepare a one-line diagram to determine electrical service requirements for the proposed upgrades.
- **Identify Proposed Pump Station Features** – Additional features and City preferences such as noise requirements, aesthetic improvements, NFPA 820 requirements, crane and trolley hoists for pump removal, and odor control will be identified for documentation in the cost estimates and the predesign memo. If desired by the City, Gray & Osborne will arrange for tours of nearby lift stations to provide City staff with ideas.

Task 4 – Preliminary Cost Estimates

Cost estimates for the alternatives will be developed to assist the City with selecting the preferred alternative.

Task 5 – Predesign Report

The lift station evaluation, cost estimates, and City-preferred alternatives will be documented in a predesign report. This report will serve as the basis for development of the scope of work for Phase 2 of the design process.

Task 6 – Review Meetings

It is anticipated that there will be three design review meetings with staff during the project. We are budgeting for two online meetings and one on-site meeting, specifically to review proposed layout alternatives.

Task 7 – Quality Assurance/Quality Control (QA/QC)

Gray & Osborne will conduct one internal review of the predesign report. At this review, Gray & Osborne senior staff will review the documents for constructability, cost control, and risk to the City.

PROJECT DELIVERABLES

We will provide the following deliverables for this phase of the project:

1. Draft Predesign Report (including cost estimates)
2. Final Predesign Report

Site survey, geotechnical work, permitting assistance, and SEPA will be included in the second design phase of the project, once the project objectives have been identified.

PROJECT SCHEDULE

Phase 1 will be completed by December 31, 2020.

EXHIBIT B.1

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Snohomish - Rainier Pump Station - Phase 1 Predesign

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Civil Engineer Hours	Electrical Engineer Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours
1 Project Management		16				
2 Hydraulic Modeling		2	4	24		
3 Rainier Pump Station Evaluation		8	24		24	40
4 Preliminary Cost Estimates		4	8	12	4	
5 Predesign Memo		4	20	8	4	
6 Review Meetings		5	5	2		
7 Quality Assurance/Quality Control	8	4	4	4		
Hour Estimate:	8	43	65	50	32	40
Fully Burdened Billing Rate Rate:*	\$138 to \$205	\$125 to \$205	\$119 to \$148	\$93 to \$135	\$120 to \$190	\$50 to \$134
Estimated Fully Burdened Billing Rate:*	\$175	\$160	\$140	\$120	\$170	\$105
Fully Burdened Labor Cost:	\$1,400	\$6,880	\$9,100	\$6,000	\$5,440	\$4,200

Total Fully Burdened Labor Cost: \$ 33,020

Direct Non-Salary Cost:

Mileage & Expenses (mileage @ current IRS rate) \$ 180

Management Reserve: \$ 5,000

TOTAL ESTIMATED COST: \$ 38,200

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

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DISCUSSION ITEM 7.

Date: September 15, 2020

To: City Council

From: Grant Weed and Emily Guildner, City Attorney's Office
Yoshihiro Monzaki, City Engineer

Subject: Transportation Benefit District Review

SUMMARY: City voters approved the Transportation Benefit District (TBD) in August 2011. The TBD increased the local sales tax rate two tenths of one percent (0.2%), and is in effect for ten years (January 1, 2012 to December 31, 2021). In January 2012, the sales tax rate for the City was increased from 8.6% to 8.8%, and in March 2012 the City began to receive the initial allotment of TBD revenues. Since 2012, the City sales tax has increased to 9.2%. Collection of this revenue will end in 2021. Council must evaluate the need to continue the TBD program and have the citizens of Snohomish vote on the reauthorization of the TBD program.

The reauthorization of the TBD program will not increase the current sales tax rate. The 0.2% is included in the current City sales tax rate of 9.2%. From the purchase of a 100 dollar (\$100.00) item, twenty cents (\$0.20) of sales tax is collected for the TBD program, which funds eligible transportation and street pavement preservation projects.

BACKGROUND:

Transportation Benefit Districts: Chapter 36.73 RCW authorizes cities to form transportation benefit districts (TBDs) that can raise revenue for specific transportation projects, most commonly through vehicle license fees or sales taxes. A number of cities in our region and around the state have formed TBDs.

TBD revenue may be used for transportation improvements included in a local transportation plan (RCW 36.73.015(6)). Improvements can range from roads and transit service to sidewalks and transportation demand management. Construction, maintenance, and operation costs are also eligible.

Any city may form a TBD by ordinance, following a public hearing, if it finds that the action is in the public interest (RCW 36.73.050). The establishing ordinance must specify the boundaries of the district--which may include all or part of the city establishing the TBD--and the transportation improvements that will be funded. The boundaries and functions of the TBD may not be changed without further public hearings.

Almost all TBDs share the same boundaries as their establishing jurisdiction, in which case they must be governed by the members of that jurisdiction's legislative body, acting as a separate legal entity, unless the jurisdiction assumes the TBD's powers (see below). Even though they comprise the same members, the legislative body and the governing board are separate and distinct bodies, and must hold separate and distinct meetings.

Effective July 2015, a city may form and absorb a TBD with the same boundaries as the city and assume all of its "rights, powers, functions, and obligations," with the result that the TBD would cease to exist as a separate entity (chapter 36.74 RCW). In 2015 the City of Snohomish exercised its new authority and assumed the TBD.

DISCUSSION ITEM 7.

Snohomish TBD: The ballot measure (Proposition 1) that has provided funding through sales tax to benefit the TBD was originally placed on the August primary in 2011. Following its successful passage, an additional 0.2% sales and use tax went into effect January 1, 2012. Given the delay in the way that taxes are collected, the City saw its first distribution of TBD sales tax revenue from the Department of Revenue in approximately March 2012. Since the inception of the TBD, the City has collected approximately \$7.5 million in sales tax revenue which has been dedicated toward eligible transportation and pavement preservation projects.

The TBD program has funded the design and construction of two intersection projects and multiple pavement preservation projects. The 15th Street/Avenue D Roundabout Project was awarded approximately \$1.6 million in State and Federal grants with a TBD match of approximately \$354,000. This project was completed in 2015. The 30th Street Widening at SR 9 Project was awarded approximately \$930,000 in State and Federal grants with a TBD match of approximately \$215,000. This project was completed in 2017.

Since 2012, the TBD has funded the paving of approximately five miles of City streets. This includes segments of First Street, Second Street, Maple Avenue, Bickford Avenue and other local roads. Many of these pavement preservation projects were awarded grant funding: the City has been awarded approximately \$2.4 million in State and Federal grants. The TBD has funded approximately \$1.9 million for these projects, which includes the match for the grants.

The TBD program has been very beneficial to the City by providing the funds (or matching funds) to complete two major intersection projects and multiple pavement preservation projects. The City has been very fortunate to be awarded grant funding to supplement the TBD funds for these projects and leverage (i.e. stretch) the TBD dollars. That being said, there are still many streets that are in need of paving and many of them are local roads that do not qualify for grant funding.

If the TBD program ends, the General Fund and/or the Real Estate Excise Tax (REET) Fund would be needed for pavement preservation projects. This will reduce the budget available for the operations of the City, delay future paving projects, and lead to continue degradation of the street pavement.

ANALYSIS:

Next steps: The law allows for a maximum of a 10-year extension of the sales tax using the same process as the initial imposition, with one exception. If the tax will be used to pay debt incurred by the TBD, the tax may be imposed for a period longer than 10 years. If the TBD sales tax is to be used to repay debt, the ballot measure should state the intended use and duration of the debt service (RCW 82.14.0455).

Before the City can consider a renewal ballot measure to extend the tax, it needs to address its code. The current code language in SMC 12.52.050 dissolves the TBD in 2026. To allow for collection of the sales and use tax for the full additional 10-year period, the code will need to be amended to extend the TBD through 2031. Since the specific dissolution language in the TBD formation ordinance was not required to be presented to voters, voters do not need to approve the extension of the TBD. Voters only need to approve the extension of the tax (RCW 81.14.0455).

DISCUSSION ITEM 7.

City staff feels it is important to discuss the continuation extension of the TBD and sales tax early and seek direction so the several steps referenced below can be taken in a timely manner.

The following 2021 timeline for amending the code and placing the measure on the August Primary Ballot would prevent potential gaps in collection:

- **January 8, 2021:**
 - Recommended last date for publishing notice of hearing on TBD ordinance amendment.
 - A public hearing must take place before passing an ordinance and the law requires at least 10 days' notice prior to the public hearing.

- **January 19, 2021:**
 - Recommended date for hearing before City Council on amending TBD ordinance
 - Recommended date for passage of resolution placing sales tax measure on the ballot
 - Ordinance and resolution placing the sales tax measure on the ballot may be passed the same day, but ordinance must be passed first.

- **May 4, 2021:**
 - Last date for City Council to appoint pro/con committee members for the Voter's Pamphlet
 - *Last day to pass amending ordinance*
 - *Last date for Council to pass resolution for placement on August primary election ballot*
 - If the ordinance and/or resolution are passed on this date, the Council would be unable to advertise for members to the pro/con committee; therefore, it is recommended to pass the resolution and ordinance in April.

- **May 7, 2021:**
 - Resolution due date to the Auditor's Office for August Primary
 - *Voter's Pamphlet Explanatory Statement Due*
 - *Voter Pamphlet Pro/Con Committee appointments due to County Auditor*
 - Both of these due dates are approximate. The Auditor sets these due dates each year based on when the voter pamphlets will be mailed out. Jurisdictions are notified 90 days in advance of the mailing with key submission dates.

The dates referenced above can and probably should be advanced to an earlier time in order to allow ample time for preparation and unforeseen circumstances.

- **August 3, 2021:**
 - Primary date

- **August 17, 2021:**
 - Approximate certification of election results

If the renewal ballot measure is successful, the State Department of Revenue must be notified by October 18, 2021, in order to avoid delay in the collection and distribution of the sales tax.

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The renewal of the TBD program will **NOT** increase the current sales tax rate, but continues the program.

STRATEGIC PLAN REFERENCE: Community Vision of High Quality and Sustainable Services with equitable City tax burdens for residents, business owners and visitors.
Initiative #2 - Strengthen foundations for connecting neighbors and enhancing neighborhoods.
Initiative #4 - Increase multi-modal mobility within and connections to the community.

RECOMMENDATION: That the City Council **DISCUSS** the Transportation Benefit District Program and **DIRECT** staff regarding next steps in the reauthorization of the TBD Program.

ATTACHMENTS:

- A. Transportation Benefit District Priority Array
- B. 2019 Transportation Benefit District Annual Report

REFERENCE: Pavement Management Program Map
https://snohomishwa.gov/DocumentCenter/View/6544/PMP-2020_36-x-57

Schedule	Street Name	Begin Location	End Location	PCI**	Area (sq)	Road Classification	Repair Type	TBD Project Cost
2012	16th Street	Holly Vista	Terrace Avenue	43	699	Residential/Local	Overlay	\$138,040
	Tenth Street	Avenue B	Avenue D	70	1,481	Collector	Overlay	
2013	Terrace Avenue	16th Street	1607 Terrace Avenue	63	626	Residential/Local	Overlay	
	Hillcrest Drive	13th Street	End	23	4,400	Residential/Local	Overlay	\$237,110
2014	Weaver Way	Seneca Avenue	End East	76	800	Residential/Local	Overlay	
	Weaver Way partially funded by developer performance bond (\$13,500).							
2015	Second Street	Avenue D	Avenue A	56	5,451	Arterial	Overlay	\$142,235
	Second Street	Avenue A	Cedar Avenue	55	5,461	Arterial	Overlay	
2016	Second Street	Avenue F	Avenue D	76	3,040	Arterial	Overlay	\$42,920
	Second Street	Avenue H	Avenue F	77	3,093	Arterial	Overlay	
COMPLETED PROJECTS	Maple Avenue	Grace Avenue	City Limits	74	4,420	Arterial	Overlay	\$52,600
	Maple Avenue	Tenth Street	Grace Avenue	60	5,788	Arterial	Overlay	
2015	Maple Avenue	Harrison Avenue	Tenth Street	83	1,975	Arterial	Overlay	
	Maple Avenue	Ninth Street	Harrison Avenue	74	1,281	Arterial	Overlay	
2016	Maple Avenue	Ninth Street	Pine Avenue	74	3,833	Arterial	Overlay	
	Maple Avenue from North City Limits to Pine Avenue. Federal grant (\$336,800) award. Total cost is \$389,400.							
2016	Maple Avenue	Second Street	Third Street	70	2,604	Arterial	Overlay	\$31,250
	Maple Avenue	Third Street	Fourth Street	74	2,997	Arterial	Overlay	
2016	Maple Avenue	Fourth Street	Fifth Street	74	2,748	Arterial	Overlay	
	Maple Avenue	Fifth Street	Sixth Street	65	2,972	Arterial	Overlay	
2016	Maple Avenue	Sixth Street	Ford Avenue	61	645	Arterial	Overlay	
	Maple Avenue	Ford Avenue	Lincoln Avenue	83	1,359	Arterial	Overlay	
2016	Maple Avenue	Lincoln Avenue	Pine Avenue	83	3,002	Arterial	Overlay	
	Maple Avenue from Pine Avenue to Second Street. State grant (\$281,242) award. Total cost is \$312,492.							
2016	Avenue A	13th Street	Blackmans Lake	16	1,520	Residential/Local	Overlay	\$250,000
	Ferguson Park Road	Avenue A	End	32	1,107	Residential/Local	Overlay	
2016	Seventh Street	Pine Avenue	Mill Avenue	65	2,037	Residential/Local	Overlay	\$260,000
	Tenth Street	Railroad Avenue	Maple Avenue	82	364	Residential/Local	Overlay	

City of Snohomish
Transportation Benefit District (TBD) Priority Array

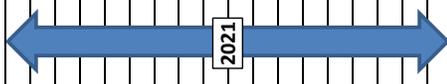
Total Program Cost: \$18,526,765
 *TBD Pavement Preservation Funds Spent to Date: \$1,921,185
 *Pavement Preservation Grant Funding Award to Date: \$2,447,308
 2012 - 2023 Scheduled Project Cost: \$6,484,015
 Annual Projected Tax Revenue: \$860,000

Cost (\$/square yard) Rating System
 No Repair: \$0.00 80 > PCI <= 100
 Chip Seal: \$15.00 70 > PCI <= 80
 Overlay: \$60.00 50 > PCI <= 70
 Overlay with Patching: \$80.00 25 > PCI <= 50
 Resurfacing: \$115.00 0 > PCI <= 25

Notes: All dollar amounts are approximate.
 *TBD funds spent and grant award amounts do not include funds awarded to intersection projects (30th Street/SR 9 and 15th Street/Avenue D Roundabout).
 **Pavement Condition Index (PCI).

DISCUSSION ITEM 7.

TBD Priority Array									
Approximate Schedule	Street Name	Begin Location	End Location	PCI	Area (sq)	Road Classification	Repair Type	TBD Cost Estimate	
2020	Emerson Street	End West	Pine Avenue	86	2,282	Residential/Local	Utility	\$140,000	
								2020 TOTAL: \$140,000	
								Approximate 2020 Beginning TBD Fund Balance: \$3,428,800	
								Approximate 2020 End TBD Fund Balance: \$4,148,800	
	Park Avenue	17th Street	18th Street	84	939	Collector	No Repair	\$67,350	
	Park Avenue	18th Street	19th Street	86	1,115	Collector	No Repair		
	Park Avenue	19th Street	20th Street	85	1,300	Collector	No Repair		
	Park Avenue	20th Street	22nd Street	86	1,936	Collector	No Repair		
	Park Avenue	22nd Street	City Limits	85	4,316	Collector	No Repair		
	Bickford Avenue	Avenue D	SR9 Overpass Bridge	28	1,975	Arterial	No Repair	\$0	
	Park Avenue and Bickford Avenue. State grant funding (\$381,650) with TBD match (\$67,350). Total approximate cost is \$449,000.								
	Fourth Street	Avenue F	Avenue E	56	1,596	Collector	Overlay	\$62,500	
	Fourth Street	Riverview Lane	Avenue H	83	4,196	Residential/Local	No Repair		
	Fourth Street	Avenue H	Avenue F	83	3,183	Collector	No Repair		
	Fourth Street from Avenue E to Riverview Lane assumes grant funding (\$437,500) with TBD match (\$62,500). Total approximate cost is \$500,000.								
	Bickford Avenue	Weaver Road	30th Street	76	13,102	Arterial	Overlay	\$144,210	
	Bickford Avenue from Weaver Road to 30th Street. Federal grant funding (\$385,790). Total cost is \$530,000.								
	14th Street	Bonneville Avenue	Avenue D	17	2,148	Residential/Local	Resurfacing	\$247,000	
	Ridge Avenue	14th Street	15th Street	46	2,212	Residential/Local	Overlay with Patching	\$176,900	
	Ford Avenue	Maple Avenue	Holiday Street	22	2,821	Residential/Local	Resurfacing	\$324,400	
	Ford Avenue	Holiday Street	Ninth Street	84	621	Residential/Local	Overlay	\$37,300	
	Van-Jan Street	Ninth Street	Root Avenue	23	1,286	Residential/Local	Resurfacing	\$147,900	
								2021 TOTAL: \$1,207,560	
								Approximate 2021 Beginning TBD Fund Balance: \$4,148,800	
								Approximate 2021 End TBD Fund Balance: \$3,801,240	
	TBD REVENUE COLLECTION ENDS. VOTERS MUST REAUTHORIZE IN 2021.								



DISCUSSION ITEM 7.

TBD Priority Array		FOLLOWING PROJECTS NOT TO BE COMPLETED BY THIS FIRST LEVY.										TBD Cost Estimate
Approximate Schedule	Street Name	Begin Location	End Location	PCI	Area (sy)	Road Classification	Repair Type					
	Tenth Street	Pine Avenue	Cole Avenue	53	3,647	Collector	Overlay					\$218,800
	Tenth Street	Pilchuck Avenue	Railroad Avenue	70	680	Residential/Local	Overlay					\$40,800
	Tenth Street	McDonald	Pine Avenue	60	2,210	Collector	Overlay					\$132,600
	Tenth Street	McDonald	Maple Avenue	60	2,454	Collector	Overlay					\$147,300
	Tenth Street	Ludwig Road	End west	70	861	Residential/Local	Overlay					\$51,700
	11th Street	Cole Avenue	Alice Avenue	61	596	Residential/Local	Overlay					\$35,800
	11th Street	Orchard Avenue	Pilchuck Avenue	74	351	Residential/Local	Chip Seal					\$5,300
	14th Place	Pine Avenue	South End	72	1,368	Residential/Local	Chip Seal					\$20,500
	14th Place	Pine Avenue	14th Street	74	449	Residential/Local	Chip Seal					\$6,700
	17th Court	17th Street	End West	65	702	Residential/Local	Overlay					\$42,100
	17th Place	Park Avenue	Pine Avenue	74	3,387	Residential/Local	Chip Seal					\$50,800
	18th Court	Pine Avenue	End East	74	612	Residential/Local	Chip Seal					\$9,200
	18th Street	Park Avenue	End West	36	645	Residential/Local	Overlay with Patching					\$51,600
	19th Place	Bickford Avenue	End West	72	1,947	Residential/Local	Chip Seal					\$29,200
	19th Street	Park Avenue	Blackmans Place	64	3,323	Residential/Local	Overlay					\$199,400
	19th Street	Park Avenue	Vaughn Court	70	1,387	Residential/Local	Overlay					\$83,200
	First Street	Avenue C	Avenue D	58	2,103	Collector	Overlay					\$126,200
	First Street	Avenue A	Union Avenue	70	2,128	Collector	Overlay					\$127,700
	20th Street	Park Avenue	Lakewood	21	672	Residential/Local	Resurfacing					\$77,300
	20th Street	Park Avenue	End East	59	1,549	Residential/Local	Overlay					\$93,000
	22nd Street	City Limits	Park Avenue	70	7,667	Collector	Overlay					\$460,000
	22nd Street	Park Avenue	Pine Avenue	74	1,803	Residential/Local	Chip Seal					\$27,000
	23rd Street	Bickford Avenue	End East	72	2,710	Residential/Local	Chip Seal					\$40,600
	Second Street	City Limits	Ludwig Road	64	8,169	Arterial	Overlay					\$490,100
	Third Street	Avenue I	Avenue H	52	1,596	Residential/Local	Overlay					\$95,800
	Third Street	Avenue H	Avenue G	49	1,596	Residential/Local	Overlay with Patching					\$127,700
	Third Street	Avenue D	Avenue C	59	1,596	Residential/Local	Overlay					\$95,800
	Third Street	Cedar Avenue	Maple Avenue	74	1,824	Residential/Local	Chip Seal					\$27,400
	Fourth Street	Maple Avenue	Pine Avenue	56	3,058	Collector	Overlay					\$183,500
	Fourth Street	Pine Avenue	Cypress Avenue	64	1,559	Residential/Local	Overlay					\$93,500
	Fourth Street	Cypress Avenue	East End	21	336	Residential/Local	Resurfacing					\$38,600
	Fifth Street	Avenue A	Avenue B	78	912	Residential/Local	Chip Seal					\$13,700
	Fifth Street	Pine Avenue	Lincoln Avenue	56	1,232	Residential/Local	Overlay					\$73,900
	Fifth Street	Avenue F	Avenue G	56	1,577	Residential/Local	Overlay					\$94,600
	Sixth Street	Lincoln Avenue	Maple Avenue	71	688	Residential/Local	Chip Seal					\$10,300
	Sixth Street	Mill Avenue	Pine Avenue	56	1,328	Residential/Local	Overlay					\$79,700
	Sixth Street	Avenue C	Avenue B	61	816	Residential/Local	Overlay					\$49,000
	Sixth Street	Avenue H	End West	70	404	Residential/Local	Overlay					\$24,300
	Seventh Street	Avenue L	Avenue J	28	846	Residential/Local	Overlay with Patching					\$67,700
	Seventh Street	Avenue C	Avenue B	52	765	Residential/Local	Overlay					\$45,900
	Eighth Street	Avenue B	Avenue C	56	373	Residential/Local	Overlay					\$22,400
	Eighth Street	Mill Avenue	Baird Avenue	70	655	Residential/Local	Overlay					\$39,300
	98th SE Avenue	Lakemount Drive	Avenue D	59	804	Residential/Local	Overlay					\$48,200

**BEYOND
2024?**

DISCUSSION ITEM 7.

	Ninth Street	Root Avenue	Pine Avenue	74	1,649	Residential/Local	Chip Seal	\$24,700
	Ninth Street	Pine Avenue	Maple Avenue	79	924	Residential/Local	Chip Seal	\$13,900
	Avenue A	South End	First Avenue	59	1,147	Residential/Local	Overlay	\$68,800
	Avenue A	Second Street	Fourth Street	74	4,987	Collector	Chip Seal	\$74,800
	Baird Avenue	Seventh Street	Eighth Street	74	1,435	Residential/Local	Chip Seal	\$21,500
	Baird Avenue	22nd Street	End North	74	1,499	Residential/Local	Chip Seal	\$22,500
	Avenue B	Second Street	Third Street	76	2,524	Residential/Local	Chip Seal	\$37,900
	Avenue B	Tenth Street	End North	57	1,440	Residential/Local	Overlay	\$86,400
	Avenue B	Seventh Street	Eighth Street	57	2,232	Residential/Local	Overlay	\$133,900
	Bickford Avenue	End of New Pavement	Highway 9	90	3,461	Arterial	Overlay with Patching	\$276,900
	Avenue C	Seventh Street	Eighth Street	34	1,240	Residential/Local	Overlay with Patching	\$99,200
	Avenue C	Sixth Street	Seventh Street	40	1,168	Residential/Local	Overlay with Patching	\$93,400
	Avenue C	First Street	Second Street	38	2,997	Residential/Local	Overlay with Patching	\$239,800
	Cedar Avenue	Fourth Street	Fifth Street	56	1,354	Residential/Local	Overlay	\$81,300
	Cleveland Avenue	Ninth Street	End North	74	403	Residential/Local	Chip Seal	\$6,000
	Commercial Street	End West	Maple Avenue	70	518	Residential/Local	Overlay	\$31,100
	Cypress Avenue	Fourth Street	End North	59	1,536	Residential/Local	Overlay	\$92,200
	Cypress Avenue	Pilchuck Avenue	Second Street	56	551	Residential/Local	Overlay	\$33,100
	Avenue D	Bickford Avenue	Highway 9	65	3,787	Arterial	Overlay	\$227,200
	Ferguson Park Road	Avenue D	End	67	1,916	Residential/Local	Overlay	\$114,900
	Glen Avenue	South End	Fourth Street	46	1,353	Residential/Local	Overlay with Patching	\$108,300
	Glen Avenue	Fourth Street	Fifth Street	64	2,453	Residential/Local	Overlay	\$147,200
	Glen Avenue	Fifth Street	North End	77	787	Residential/Local	Chip Seal	\$11,800
	Grace Street	Maple Avenue	End East	59	435	Residential/Local	Overlay	\$26,100
	Hilcrest Drive	Hilcrest Drive	End	61	1,428	Residential/Local	Overlay	\$85,700
	Hilcrest Drive	Hilcrest Drive	Summit Street	63	784	Residential/Local	Overlay	\$47,000
	Home Avenue	Seventh Street	Eighth Street	70	573	Residential/Local	Overlay	\$34,400
	Avenue I	South End	Seventh Street	30	513	Residential/Local	Overlay with Patching	\$41,100
	Avenue I	Fourth Street	Fifth Street	59	2,100	Residential/Local	Overlay	\$126,000
	Avenue I	Second Street	Third Street	27	1,352	Residential/Local	Overlay with Patching	\$108,200
	Avenue I	Third Street	Fourth Street	59	2,108	Residential/Local	Overlay	\$126,500
	Avenue I	Fifth Street	End North	59	592	Residential/Local	Overlay	\$35,500
	Avenue J	Third Street	Fourth Street	59	2,034	Collector	Overlay	\$122,000
	Avenue J	Second Street	Third Street	80	796	Collector	Chip Seal	\$11,900
	Avenue J	Seventh Street	Eighth Street	74	917	Residential/Local	Chip Seal	\$13,800
	Lake Avenue	Avenue D	City Limits	69	13,844	Residential/Local	Overlay	\$830,600
	Lake Mount Drive	End South	98th SE Avenue	32	3,684	Residential/Local	Overlay with Patching	\$294,800
	Lakeview Place	16th Street	End North	33	912	Residential/Local	Overlay with Patching	\$73,000
	Avenue L	Seventh Street	End North	26	398	Residential/Local	Overlay with Patching	\$31,900
	Ludwig Road	16th Street	Weaver Road	74	5,141	Residential/Local	Chip Seal	\$77,100
	Madrona Drive?	?	?	56	784	Residential/Local	Overlay	\$47,000
	Maple Avenue	Commercial	First Street	37	789	Residential/Local	Overlay with Patching	\$63,100
	Maple Avenue	Bowen Avenue	Second Street	50	583	Residential/Local	Overlay with Patching	\$46,600
	Maple Avenue	Rainier Avenue	Bowen	52	1,343	Residential/Local	Overlay	\$80,600
	Maple Avenue	Pearl Avenue	First Street	50	1,272	Collector	Overlay with Patching	\$101,800
	Maple Avenue	Pearl Avenue	Railroad Avenue	67	1,343	Collector	Overlay	\$80,600
	Marquette Avenue	Seventh Street	Taylor Avenue	63	401	Residential/Local	Overlay	\$24,100
	McDonald Avenue	Tenth Street	End North	66	645	Residential/Local	Overlay	\$38,700
	Oak Avenue	Ferguson Park Road	End North	70	1,045	Residential/Local	Overlay	\$62,700
	Pearl Street	Alder Street	Willow Street	78	699	Residential/Local	Chip Seal	\$10,500
	Pearl Street	State Avenue	Maple Avenue	74	940	Residential/Local	Chip Seal	\$14,100

**BEYOND
2024?**

DISCUSSION ITEM 7.

	Pearl Street	Maple Avenue	Cedar Avenue	74	1,208	Residential/Local	Chip Seal	\$18,100
	Pine Avenue	20th Street	22nd Street	7	3,164	Residential/Local	Resurfacing	\$363,900
	Pine Avenue	22nd Street	North End	7	2,930	Residential/Local	Resurfacing	\$336,900
	Pulliam Place	Park Avenue	End North	65	1,750	Residential/Local	Overlay	\$105,000
	Rainbow Place	Park Avenue	End East	70	1,254	Residential/Local	Overlay	\$75,200
	Rainier Street	Maple Avenue	State Avenue	65	1,262	Residential/Local	Overlay	\$75,700
	Rainier Street	State Avenue	Willow Avenue	65	872	Residential/Local	Overlay	\$52,300
	Rainier Street	Willow Avenue	Lincoln Avenue	64	572	Residential/Local	Overlay	\$34,300
	Sinclair Avenue	Bickford Avenue	City Limits	70	4,310	Residential/Local	Overlay	\$258,600
	State Avenue	Bowen Avenue	Lincoln Avenue	52	524	Residential/Local	Overlay	\$31,400
	Stone Ridge Drive	Terrace Avenue	End North	70	2,964	Residential/Local	Overlay	\$177,800
	Terrace Avenue	1607 Terrace Avenue	Stone Ridge Drive	63	3,544	Residential/Local	Overlay	\$212,600
	Union Avenue	Fourth Street	Fifth Street	74	2,480	Residential/Local	Chip Seal	\$37,200
	Weaver Road	Bickford Avenue	Ludwig Road North	67	5,618	Residential/Local	Overlay	\$337,100
	Weaver Way	Bickford Avenue	End East	76	1,664	Residential/Local	Chip Seal	\$25,000
	Willow Avenue	Pearl Avenue	Railroad Avenue	74	1,288	Residential/Local	Chip Seal	\$19,300
	Wood Street	Cypress Avenue	Pine Avenue	56	848	Residential/Local	Overlay	\$50,900

**BEYOND
2024?**

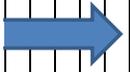


DISCUSSION ITEM 7.

	Glen Avenue	Union Avenue	Pearl Avenue	86	720	Residential/Local	No Repair	\$0
	Grove Street	Pine Avenue	Lincoln Avenue	85	792	Residential/Local	No Repair	\$0
	Harrison/Burke	Maple Avenue	Tenth Street	87	1,294	Residential/Local	No Repair	\$0
	Hill Place	End South	20th Street	85	656	Residential/Local	No Repair	\$0
	Avenue J	Fifth Street	Seventh Street	84	2,249	Residential/Local	No Repair	\$0
	Avenue K	Seventh Street	Fifth Street	86	1,231	Residential/Local	No Repair	\$0
	Lakeview Avenue	13th Street	End North	85	758	Residential/Local	No Repair	\$0
	Lakewood Drive	20th Street	End North	85	3,559	Residential/Local	No Repair	\$0
	Lincoln Avenue	Fourth Street	End South	84	1,296	Residential/Local	No Repair	\$0
	Lincoln Avenue	Fourth Street	Fourth Street	86	1,384	Residential/Local	No Repair	\$0
	Lincoln Place	22nd Street	Fifth Street	84	1,071	Residential/Local	No Repair	\$0
	Long Street	Short Street	End North	100	589	Residential/Local	No Repair	\$0
	Maple Avenue	Ninth Street	Mill Avenue	83	757	Residential/Local	No Repair	\$0
	Mill Avenue	Seventh Street	Harrison Avenue	83	1,291	Arterial	No Repair	\$0
	Mill Avenue	Eighth Street	Eighth Street	90	1,359	Residential/Local	No Repair	\$0
	Mill Avenue	Ninth Street	Ninth Street	90	1,218	Residential/Local	No Repair	\$0
	Mill Avenue	Ninth Street	Long Avenue	90	307	Residential/Local	No Repair	\$0
	Mill Avenue	Short Avenue	Short Avenue	90	293	Residential/Local	No Repair	\$0
	Mill Avenue	Short Avenue	Tenth Street	90	316	Residential/Local	No Repair	\$0
	Northlake Avenue	19th Street	20th Street	85	4,024	Residential/Local	No Repair	\$0
	North Shore Place	19th Street	End South	86	697	Residential/Local	No Repair	\$0
	Orchard Avenue	11th Street	City Limits	84	1,880	Residential/Local	No Repair	\$0
	Park Avenue	13th Street	Pulliam Place	86	1,224	Collector	No Repair	\$0
	Park Street	Pulliam Place	17th Street	85	6,216	Collector	No Repair	\$0
	Pichuck Avenue	Cedar Avenue	Glen Avenue	86	1,208	Residential/Local	No Repair	\$0
	Pine Avenue	Tenth Street	11th Street	87	893	Residential/Local	No Repair	\$0
	Pine Avenue	End South	Grove Street	86	3,733	Residential/Local	No Repair	\$0
	Pine Avenue	Grove Street	Second Street	85	3,647	Residential/Local	No Repair	\$0
	Pine Avenue	Second Street	Fourth Street	90	4,996	Collector	No Repair	\$0
	Pine Avenue	Fourth Street	Sixth Street	90	5,182	Collector	No Repair	\$0
	Pine Avenue	Sixth Street	Ninth Street	90	6,951	Collector	No Repair	\$0
	Pine Avenue	Ninth Street	13th Street	90	8,809	Collector	No Repair	\$0
	Pine Avenue	13th Street	16th Street	90	3,114	Residential/Local	No Repair	\$0
	Railroad Avenue	Tenth Street	11th Street	83	1,205	Residential/Local	No Repair	\$0
	Railroad Avenue	11th Street	End North	85	1,293	Residential/Local	No Repair	\$0
	Rainier Street	Second Street	Cedar Avenue	86	1,141	Residential/Local	No Repair	\$0
	Rainier Street	Cedar Avenue	Maple Avenue	85	1,141	Residential/Local	No Repair	\$0
	Riverview Lane	Fourth Street	End South	86	352	Residential/Local	No Repair	\$0
	Riverview Lane	Fourth Street	End North	85	843	Residential/Local	No Repair	\$0
	Root Avenue	Ninth Street	Tenth Street	86	694	Residential/Local	No Repair	\$0
	Rose Court	22nd Street	End North	83	496	Residential/Local	No Repair	\$0
	Ryan Court	Avenue A	End North	84	965	Residential/Local	No Repair	\$0
	Seneca Avenue	Weaver Way	23rd Street	84	528	Residential/Local	No Repair	\$0
	Smithson Place	Avenue A	End South	85	1,436	Residential/Local	No Repair	\$0
	State Avenue	Bowen Avenue	Rainier Avenue	86	720	Residential/Local	No Repair	\$0
	State Avenue	Rainier Avenue	Pearl Avenue	85	720	Residential/Local	No Repair	\$0
	Summit Street	Hillcrest Drive	End East	83	1,504	Residential/Local	No Repair	\$0
	Suncrest Drive	15th Street	End East	85	2,432	Residential/Local	No Repair	\$0
	Taylor Street	Victor Avenue	Marquette	83	445	Residential/Local	No Repair	\$0
	Terrace Avenue	?	?	86	0	Residential/Local	No Repair	\$0
	Union Avenue	First Street	Second Street	85	1,760	Residential/Local	No Repair	\$0
	Union Avenue	Second Street	Third Street	84	2,507	Residential/Local	No Repair	\$0
	Union Avenue	Third Street	Fourth Street	85	2,507	Residential/Local	No Repair	\$0

NOT SCHEDULED AT THIS TIME

DISCUSSION ITEM 7.



Vaughn Court	19th Street	End North	83	740	Residential/Local	No Repair	\$0
Victor Avenue	Seventh Street	Eighth Street	84	1,056	Residential/Local	No Repair	\$0
Willow Avenue	Rainier Avenue	Lincoln Avenue	85	759	Residential/Local	No Repair	\$0
Willow Avenue	Pearl Avenue	First Street	86	792	Residential/Local	No Repair	\$0
Wood Street	Pine Avenue	Lincoln Avenue	85	1,152	Residential/Local	No Repair	\$0

Transportation Benefit District Annual Report

September 2020

Your transportation dollars continue to preserve and improve City streets and intersections!

The City was awarded a Federal pavement preservation grant in the amount of \$226,000 to pave Bickford Avenue and invested approximately \$284,000 into preserving our streets. This is a part of the ongoing program of annual street pavement preservation and intersection improvement projects with revenues from a sales tax increase approved by the voters for the City's Transportation Benefit District (TBD) and funds awarded by State and Federal grant programs.

The 2019 street overlay project consisted of paving three of our City's streets. Bickford Avenue, between the SR 9 Overpass Bridge and Weaver Road; Terrace Avenue, between Stone Ridge Drive and the northern City Limit; and Cypress Lane, east of Pine Avenue. This pavement overlay was funded by your local TBD dollars and the Federal grant. Construction was completed at a cost of approximately \$510,000. The overlay project also included ADA improvements.

In Fall 2019, the City was awarded a State Transportation Improvement Board pavement preservation funding to overlay Park Avenue (Hill Park to the northern City Limit) and Avenue D (north of 15th Street Roundabout to the SR 9 Overpass Bridge)! This project was originally scheduled to be constructed in 2020, but due to the COVID impact to the State budget this project has been delayed to 2021. The overlay project has an estimated cost of \$449,000 with State grant providing funding of \$381,650 (85% of the costs). City staff will begin the design of this project in 2020.

TBD is funding an overlay on Emerson Street (West of Pine Avenue) in 2020. The overlay at Emerson Street will be completed in conjunction with utility improvements being constructed at those locations. Total TBD funding for these two overlays will be approximately \$530,000.

Property owners in the area of the overlay projects will be notified prior to construction.

In addition to pavement preservation, the TBD funds also supported two capital improvement projects. The 15th Street and Avenue D Roundabout Project was completed in 2015. The second TBD capital project was the 30th Street widening at the SR 9 intersection which was completed in 2017. The purpose of these projects was to improve traffic flow through the intersection and decrease the queue lengths.

TBD sales tax measure was passed by voters on August 16, 2011 approving a two-tenths of one percent (0.2%) local sales tax rate increase that is anticipated to generate an estimated \$800,000 next year. **2021 is the last year of the TBD program unless renewed by the City voters.**



Bickford Avenue Overlay



Terrace Avenue Overlay



Cypress Avenue Overlay

**For Questions:
Yosh Monzaki, City Engineer
(360) 282-3161
monzaki@snohomishwa.gov**



CONSENT ITEM 8.

Schedule of Checks for the Checks Issued Since the September 1, 2020 Meeting

Name	Check#	Invoice#	Check Date	Description	Amount	Vendor Total
Affordable WA Backflow Test						\$40.00
73441	35152		08/31/2020	Backflow test for sewer project at 18th & Park	\$40.00	
Bills Blueprint Inc.						\$51.30
73442	614160		08/31/2020	Park Ave Utility Improv Plans&Spec Book Printing	\$51.30	
Builders Exchange of Washington						\$21.65
73443	1066653		08/31/2020	KlaHaYa Sewer Lift Sta Decommissioning Project Ad	\$21.65	
Cadman, Inc.						\$1,264.90
73444	5704558		08/31/2020	Pit bunkers	\$1,264.90	
Canon Financial Services, INC						\$130.82
73445	21801144		08/31/2020	Printer Contract	\$130.82	
Chemsearch						\$144.14
73446	7074268		08/31/2020	Bugs at Rainbow LS	\$144.14	
City of Everett Environmental Lab						\$207.90
73447	I20004290		08/31/2020	Stormwater Samples	\$207.90	
City of Everett Finance						\$410.00
73448	I20004336		08/31/2020	July 2020 Animal Impound Fees	\$410.00	
City of Snohomish						\$50.00
73449	INV-0000755		08/31/2020	B&G Club HVAC enclosure	\$50.00	
Code Publishing Inc						\$2,979.00
73450	67598		08/31/2020	SMC and Web Updates Fee	\$2,979.00	
Core & Main LP						\$2,656.39
73451	M829691		08/31/2020	Cable Ecoders & Resettlers w/check	\$1,438.32	
	M833895		08/31/2020	Resettlers w/Check	\$1,218.07	
Edge Analytical						\$110.86
73452	20-26313		08/31/2020	Labs	\$110.86	
Everett Stamp Works						\$376.69
73453	29835		08/31/2020	Appreciation Plaques	\$376.69	
GCR Tires & Service						\$154.96
73454	801-57725		08/31/2020	Replaced tire	\$154.96	
Girard Resources & Recycling, LLC						\$98.10
73455	70098		08/31/2020	Ludwig sewer repair	\$98.10	
Grainger Inc.						\$270.59
73456	9623020386		08/31/2020	Face masks-COVID-19	\$96.54	
	9628062276		08/31/2020	Hard hat stock	\$174.05	
Granich Engineered Prod Inc						\$20.38
73457	GI-0301946		08/31/2020	Pump gasket	\$20.38	
Gray & Osborne, Inc.						\$328.20
73458	20421.00 8		08/31/2020	G&O Storm app	\$328.20	
H. D. Fowler Company						\$2,329.55
73459	I5558394		08/31/2020	Misc. Brass	\$2,329.55	
Insight Public Sector, Inc.						\$188.92
73460	1100758157		08/31/2020	Replacement hard drive for PD CCTV camera system.	\$188.92	
James Mills						\$433.80
73461	August 2020		08/31/2020	LEOFF I Reimbursement	\$433.80	
Lakeside Industries						\$883.69
73462	133238		08/31/2020	Pit Bunkers	\$883.69	
Layfield USA Corporation						\$1,184.01
73463	C62960		08/31/2020	Repair floats	\$1,184.01	

CONSENT ITEM 8.

Schedule of Checks for the Checks Issued Since the September 1, 2020 Meeting

Name Check#	Invoice#	Check Date	Description	Amount	Vendor Total
Method Barricade & Construction Supply LLC					
73464	13141	08/31/2020	Banners for outdoor seating area-COVID-19	\$2,009.28	\$2,258.26
	13150	08/31/2020	Flagger paddles	\$248.98	
Michael Lively					
73465	August 2020	08/31/2020	LEOFF I Reimbursement	\$433.80	\$433.80
Seattle Automotive Dist Inc					
73466	S3-5670470	08/31/2020	EP21 brake rotor assy	\$221.88	\$177.64
	S3-5671020	08/31/2020	EP21 rotor assy	\$177.64	
	S3-5673054	08/31/2020	EP21 Rotor assy return	(\$221.88)	
Snohomish Auto Parts					
73467	621779	08/31/2020	EP21 brake parts	\$20.17	\$40.51
	621780	08/31/2020	EP21 brake hose	\$20.34	
Snohomish County					
73468	1000533405	08/31/2020	Paint & Thermoplastic	\$1,351.35	\$1,351.35
Snohomish County District Court					
73469	1000533471	08/31/2020	July 2020 Case Filings	\$1,031.11	\$1,031.11
Snohomish County PUD					
73470	105411802	08/31/2020	2203-1861-2 Lighting	\$68.53	\$19,114.83
	118618868	08/31/2020	2020-2130-9 North Meter	\$14,271.63	
	118618869	08/31/2020	2020-5999-4 Lighting	\$8.30	
	121926573	08/31/2020	2015-4931-8 Lighting	\$35.03	
	121929507	08/31/2020	2019-0873-8 Stone Ridge LS PUD	\$25.28	
	121933450	08/31/2020	2021-3383-1 Rainbow LS PUD	\$53.39	
	121933451	08/31/2020	2021-8402-4 Casino LS PUD	\$84.25	
	135144672	08/31/2020	2003-2517-3 Tank-Substation:Fobes PUD	\$19.35	
	135146316	08/31/2020	2020-7399-5 South Meter	\$4,072.72	
	141665556	08/31/2020	2040-1153-0 Clarkes Pond LS PUD	\$30.37	
	144999530	08/31/2020	2046-3566-8 Old Trail House	\$24.59	
	148293232	08/31/2020	2013-7758-7 Signal	\$27.69	
	158030276	08/31/2020	2008-6552-5 Signal	\$38.29	
	161206274	08/31/2020	2049-0762-0 Signal	\$43.53	
	161206589	08/31/2020	2223-1174-8 Lighting	\$33.77	
	164421193	08/31/2020	2039-3732-1 CSO LS PUD	\$278.11	
Snohomish County Sheriff's Office					
73471	1000533548	08/31/2020	August 2020 Law Enforcement Services	\$263,370.00	\$263,370.00
Snohomish County Sheriff's Office Corrections					
73472	2020-6438	08/31/2020	July 2020 Jail Service Fees	\$4,074.99	\$4,997.49
	2020-6453	08/31/2020	July 2020 Inmate Medical Fees	\$922.50	
Sound Equipment Rental and Sales					
73473	18709	08/31/2020	Excavator for pit	\$3,308.76	\$5,892.06
	18717	08/31/2020	Dozer for pit	\$2,583.30	
Sound Publishing					
73474	7991302	08/31/2020	Council Agenda Publication July 2020	\$864.00	\$864.00
U.S. Bank N.A - Custody					
73475	070131-073120	08/31/2020	Safekeeping fees for July	\$84.00	\$84.00
Uline					
73476	123162374	08/31/2020	Paper towels. stock	\$453.14	\$696.48
	123201812	08/31/2020	Wypalls	\$243.34	
United Site Services					
73477	114-10831517	08/31/2020	Pilchuck Julia Landing Porta-Potty	\$748.79	\$748.79
Unum Life Insurance					
73478	090120	08/31/2020	LEOFF I LTC Premium	\$157.00	\$157.00
US Bank CPS					
73479	DD USBank MCDaniels A86553	08/31/2020	CSO air filters	\$19.62	\$5,045.17
	DD USBank McDaniels A88247	08/31/2020	Bolts	\$6.10	
	DD USBank Snohomish Coop J87210	08/31/2020	Fleet fuel	\$90.14	
	DLg USBank	08/31/2020	Replacement hard drive for HP server	\$103.49	
	GlobalOneTech_106147768				

CONSENT ITEM 8.**Schedule of Checks for the Checks Issued Since the September 1, 2020 Meeting**

Name Check#	Invoice#	Check Date	Description	Amount	Vendor Total
	FS USBank Home Depot 4620380	08/31/2020	Masks	\$54.56	
	JP USBank HB Jaeger	08/31/2020	U2016038675	\$79.31	
	KP USBank McDaniels A86021	08/31/2020	Fasteners CSO	\$13.67	
	LB USBank Amazon 0101004	08/31/2020	Vacuum for portable	\$218.39	
	LB USBank Amazon 2925841	08/31/2020	Park security-camera Equipment	\$1,210.38	
	LB USBank Home Depot 5971341	08/31/2020	Concrete for signs	\$197.39	
	LB USBank Safeway 00017261	08/31/2020	Crew water/heat	\$17.43	
	PA USBank Shred-It 8180175583	08/31/2020	Document Mgmt Services	\$383.18	
	RK USBank Bill Pierre 762183	08/31/2020	EP4 and EP49 parts	\$113.67	
	RK USBank Bill Pierre CM762183	08/31/2020	EP45/EP4 wiper blade return	(\$52.32)	
	RK USBank Home Depot 1011419	08/31/2020	Shop detergent, Bungee Cord	\$33.44	
	RK USBank McDaniels A88522	08/31/2020	Padlock-container	\$17.46	
	RK USBank Napa Olympic Brakes 004898	08/31/2020	EP21 brakes-rotor, caliper	\$601.50	
	RK USBank Napa Olympic Brakes 004946	08/31/2020	EP21 rotors returned	(\$225.09)	
	SC USBank Home Depot 6063944	08/31/2020	Supplies for downtown restrooms	\$77.00	
	TJ USBank Apple.com MNHN5340XQ	08/31/2020	50gb Cloud Space	\$0.99	
	WP USBank Amazon 3268267	08/31/2020	Outdoor seating supplies-COVID-19	\$1,026.30	
	WP USBank Cort Rentals 118308-1	08/31/2020	Supplies for Downtown Seating Area	\$1,012.00	
	WP USBank Godaddy.com 1735948205	08/31/2020	Winter Birding Snobird Domain	\$46.56	
Visual Communications Development					\$1,358.75
73480	20-111	08/31/2020	Publishing Quarterly Magazine Summer	\$1,358.75	
Western Facilities Supply Inc					\$901.83
73481	035317	08/31/2020	60# garbage liners parks	\$901.83	
Whistle Workwear					\$281.59
73482	TR-466591	08/31/2020	Boots, jeans Hopper 2019	\$281.59	
ZiPLY Fiber					\$60.81
73483	110718-5 081520 1	08/31/2020	Gate Line	\$60.81	
Bill Trimm, FAICP					\$2,681.25
73484	Snoh-2020-8	09/08/2020	Midtown Planning District consultant	\$2,681.25	
Code Publishing Inc					\$492.49
73485	67651	09/08/2020	Municipal Code Update	\$492.49	
Edge Analytical					\$338.02
73486	20-28438	09/08/2020	Labs	\$224.62	
	20-28742	09/08/2020	Labs	\$113.40	
Grainger Inc.					\$183.48
73487	9634833280	09/08/2020	Ear plugs-water/work gloves	\$183.48	
Granich Engineered Prod Inc					\$149.71
73488	GI-0301955	09/08/2020	CSO pump parts	\$149.71	
Inland Environmental Resources, Inc.					\$10,334.69
73489	2020-2109	09/08/2020	Mag	\$10,334.69	
J Thayer Company					\$655.04
73490	1470681-0	09/08/2020	Gloves	\$655.04	
North Sound Hose & Fitting Inc					\$19.24
73491	N025063	09/08/2020	EPGS7-jetter repair	\$19.24	
Pitney Bowes					\$434.23
73492	3311879250	09/08/2020	City Hall postage meter	\$434.23	
Platt Electric Supply					\$197.86
73493	0R51857	09/08/2020	Stock, ballast's	\$197.86	
Seattle Pump and Equipment					\$1,236.09
73494	215288-1	09/08/2020	Steam cleaner repair	\$1,236.09	
Security Contractor Services, Inc					\$1,473.16
73495	0282290-IN	09/08/2020	Barricades for Outdoor Seating- COVID-19	\$1,473.16	

CONSENT ITEM 8.

Schedule of Checks for the Checks Issued Since the September 1, 2020 Meeting

Name	Check#	Invoice#	Check Date	Description	Amount	Vendor Total
Shred-It USA, Inc						\$92.01
73496		8180281751	09/08/2020	Law Enforcement Records Mgmt	\$92.01	
Snohomish Auto Parts						\$149.73
73497		618256 1	09/08/2020	Sockets- remaining balance 618256	\$26.73	
		622464	09/08/2020	Steam cleaner part	\$63.91	
		622776	09/08/2020	Kubota battery bolt	\$6.15	
		622802	09/08/2020	EP159 hose, filter	\$14.83	
		622936	09/08/2020	Sulair hose, clamps	\$38.11	
Snohomish County 911						\$12,532.93
73498		2836	09/08/2020	Dispatch Services	\$12,532.93	
Snohomish County PUD						\$830.36
73499		105409487	09/08/2020	2004-7695-0 Area Light x1 Carnegie	\$42.50	
		112013274	09/08/2020	2001-0472-7 Rainier lift station	\$354.06	
		112013275	09/08/2020	2002-0504-5 Lincoln lift station	\$57.84	
		118626344	09/08/2020	2010-1618-5 Hill Park lift station	\$80.40	
		118626345	09/08/2020	2010-5484-8 Champagne lift station	\$135.31	
		125258161	09/08/2020	2009-6329-6 Ferguson park LS PUD	\$78.72	
		131850872	09/08/2020	2006-1127-5 Commercial lift station	\$39.37	
		148293762	09/08/2020	2225-3564-3 Temp Power Water House	\$17.28	
		154836431	09/08/2020	2019-6552-2 Bonneville LS PUD	\$24.88	
Sound Publishing						\$175.00
73500		EDH906250	09/08/2020	PP20-0001 & PRD20-0001 NOA	\$65.80	
		EDH906634	09/08/2020	Ordinance Publishing	\$25.20	
		EDH906635	09/08/2020	Ordinance Publishing	\$32.20	
		EDH906814	09/08/2020	SDP20-0006 NOA	\$51.80	
Southern Computer Warehouse						\$554.39
		IN-000652765	09/08/2020	Warranty for tablets for field inspections- COVID-19	\$473.15	
73501		IN-000652928	09/08/2020	Pen for tablet for field inspections-COVID-19	\$81.24	
Summit Law Group PLLC						\$524.00
73502		115779	09/08/2020	Labor Relations Services	\$524.00	
United Site Services						\$3,398.72
73503		114-10860096	09/08/2020	Portable Restroom Ferguson park	\$313.73	
		114-10862958	09/08/2020	Downtown Portable Restroom COVID-19	\$3,084.99	
US Bank CPS						\$3,287.72
73504		CS USBank McDaniels A91211	09/08/2020	Averill	\$28.23	
		CS USBank McDaniels A91290	09/08/2020	Averill	\$1.30	
		GP USBank US CAD CS20886	09/08/2020	Bluebeam plan review software (COVID-19 related)	\$2,814.23	
		KP USBank Harbor Freight 229188	09/08/2020	Small Tools	\$260.10	
		RK USBank Snohomish Coop j81354	09/08/2020	forklift fuel	\$14.47	
		SC USBank Home Depot 2182241	09/08/2020	Supplies for Ludwig (rental House) septic	\$147.57	
		WP USBank McDaniels A72657	09/08/2020	Supplies for outdoor seating - COVID	\$21.82	
Usa Bluebook Inc						\$306.48
73505		330083	09/08/2020	Lab Supplies	\$306.48	
Voyager						\$3,262.07
73506		869344283036	09/08/2020	Fleet fuel-August	\$3,505.58	
		869344283036 1	09/08/2020	Fleet fuel-August Tax Adjustment	(\$243.51)	
Washington Tractor						\$285.12
73507		21833327	09/08/2020	Mini excavator service parts	\$285.12	
Western Exterminator Company						\$109.20
73508		5523576	09/08/2020	Pest Control PD	\$109.20	
Western Facilities Supply Inc						\$1,841.38
73509		035347	09/08/2020	Janitorial supplies(roll towels/TP	\$1,841.38	
Whistle Workwear						\$464.39
73510		527893	09/08/2020	Ryan deLeuw meter reader shoes	\$138.34	
		527897	09/08/2020	Curtis Galde uniforms	\$326.05	

CONSENT ITEM 8.

Schedule of Checks for the Checks Issued Since the September 1, 2020 Meeting

Name	Check#	Invoice#	Check Date	Description	Amount	Vendor Total
D&L Properties						\$1,000.00
	73511		09/08/2020	Rent Relief Grant	\$500.00	
			09/08/2020	Rent Relief Grant	\$500.00	
Dan or Tracy Wedler						\$500.00
	73512		09/08/2020	Rent Relief Grant	\$500.00	
Daniel and Diane Smoots						\$500.00
	73513		09/08/2020	Rent Relief Grant	\$500.00	
Perasso IV, LLC						\$300.00
	73514		09/08/2020	Rent Relief Grant	\$300.00	
Pilchuck Court COA						\$500.00
	73515		09/08/2020	Rent Relief Grant	\$500.00	
Rental Management Company, LLC						\$500.00
	73516		09/08/2020	Rent Relief Grant	\$500.00	
Scott & Tami Noteboom						\$500.00
	73517		09/08/2020	Rent Relief Grant	\$500.00	
Snohomish MH & RV Park, LLC						\$500.00
	73518		09/08/2020	Rent Relief Grant	\$500.00	
Susan Shanks						\$1,000.00
	73519		09/08/2020	Rent Relief Grant	\$500.00	
			09/08/2020	Rent Relief Grant	\$500.00	
Swifty Creek Apartments						\$500.00
	73520		09/08/2020	Rent Relief Grant	\$500.00	
TOTAL:						\$375,010.08

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

Finance Director

WE, the undersigned Councilmembers of the city of Snohomish, Washington, do hereby certify that the claim warrants #73441 through #73520 in the total amount of \$375,010.08 through September 8, 2020 are approved for payment on September 15, 2020.

Mayor

Councilmember

Councilmember

Councilmember