Marysville City Council Work Session

March 1, 2010 **7:00 p.m.** **City Hall**

Call to Order

Pledge of Allegiance

Roll Call

Committee Reports

Presentations

Discussion Items

Approval of Minutes *(Written Comment Only Accepted from Audience.)*

1. Approval of February 8, 2010 City Council Meeting Minutes.

Consent

2. Approval of February 17, 2010 Claims in the Amount of $600,259.43; Paid by Check No.'s 61069 through 61251 with Check No. 60147 Voided.

3. Approval of February 24, 2010 Claims.

4. Approval of February 19, 2010 Payroll in the Amount of $794,036.16; Paid by Check No.'s 22354 through 22398.

Review Bids

Public Hearings

New Business

5. Local Agency Detour Agreement with Washington State Department of Transportation for the SR 529 Bridge Replacement Project.

6. Utility Construction Agreement with Washington State Department of Transportation to Install Luminaries for the SR 529 Bridge Replacement Project in the Amount of $172,842.67.

7. Utility Construction Agreement with Washington State Department of Transportation to Relocate Existing Watermain Infrastructure to Accommodate the SR 529 Realignment and Drainage Facilities in the Amount of $267,777.58.

8. Release and Settlement Agreement between Snohomish County Fire Protection District No. 12, the City of Marysville, Marysville Fire District, and the City of Arlington.

Work Sessions are for City Council study and orientation – Public Input will be received at the March 8, 2010 City Council meeting.

Marysville City Council Work Session

March 1, 2010 7:00 p.m. City Hall

9. Interlocal Agreement between the City of Marysville and Snohomish County Concerning Provision of Fire Investigation Services.

10. Snohomish County Tomorrow Inter-jurisdictional Housing Feasibility.

12. An **Ordinance** of the City of Marysville Amending Section 10.04.150 of the Marysville Municipal Code, Relating to Fees for Voluntarily Surrendered Animals and Effective Date**.**

Legal

11. City of Marysville Contract for Public Defense Service.

Mayor's Business

Staff Business

Call on Councilmembers

Executive Session

A. Litigation

B. Personnel

C. Real Estate

Adjourn

Special Accommodations: The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact Tracy Jeffries, Assistant Administrative Services Director, at (360) 363-8000 or 1-800-833-6384 (Voice Relay), 1-800-833-6388 (TDD Relay) two days prior to the meeting date if any special accommodations are needed for this meeting.

Work Sessions are for City Council study and orientation – Public Input will be received at the March 8, 2010 City Council meeting.

February 8, 2010 **7:00 p.m.** **City Hall**

Call to Order/Pledge of Allegiance/Roll Call	7:00 p.m.
Approval of Minutes	
Approval of January 11, 2010 City Council Meeting Minutes.	Approved
Approval of January 19, 2010 City Council Work Session Minutes.	Approved
Consent Agenda	
Approval of January 27, 2010 Claims in the Amount of $476,924.34; Paid by Check No.'s 60661 through 60785 with Check No. 60604 Voided.	Approved
Approval of February 3, 2010 Claims in the Amount of $1,017,820.94; Paid by Check No.'s 60786 through 60966 with Check No. 60731 Voided.	Approved
Acceptance of the Sunnyside Well 1R Drilling and Development Project, Starting the 45-Day Lien Filing Period for Project Closeout.	Approved
Authorize the Mayor to Sign the Declaration of Covenant, Sunnyside Well 1R Sanitary Protection Zone.	Approved
Authorize the Mayor to Sign the Purchase of a Tractor and Boom / Hitch Mounted Flail Mower from BRIM Tractor Company in the Amount of $123,160.61, per Washington State Bid Contract.	Approved
Public Hearings	
Review Bids	
New Business	
Adopt a Resolution of the Marysville City Council Supporting the Marysville Kids Matter (MKM) Initiative and 40 Developmental Assets.	Approved Res. No. 2280
Adopt a Resolution of the City of Marysville Affirming the Recommendation of the Hearing Examiner and Granting a Conditional Shoreline Substantial Development Permit to Allow the Replacement of the SR 529 Bridge with a 4-Lane Fixed Span Bridge that Includes Sidewalks, Separate Bicycle Lanes, Signing, Illumination, Stormwater Treatment, Retaining Walls, Wetland and Buffer Mitigation.	Approved Res. No. 2281
Legal	
Mayor's Business	
Staff Business	
Call on Councilmembers	
Executive Session	7:45 p.m.
Personnel – one item, no action taken	
Adjournment	7:50 p.m.

COUNCIL *MINUTES*

Regular Meeting
February 8, 2010

Call to Order / Invocation / Pledge of Allegiance

Mayor Kendall called the February 8, 2010 meeting of the Marysville City Council to order at 7:00 p.m. at Marysville City Hall. The invocation was given by Pastor Brad Hoganson, Word of Life Lutheran Brethren Church. Mayor Kendall led those present in the Pledge of Allegiance.

Roll Call

Chief Administrator Mary Swenson gave the roll call. The following staff and councilmembers were in attendance.

Mayor:	Dennis Kendall
Council:	Councilmember Jon Nehring, Councilmember Carmen Rasmussen, Councilmember Jeff Seibert, Councilmember John Soriano, Councilmember Jeff Vaughan, and Councilmember Donna Wright
Absent:	Councilmember Lee Phillips
Also Present:	Chief Administrator Mary Swenson, Community Development Director Gloria Hirashima, Finance Director Sandy Langdon, Public Works Director Kevin Nielsen, Parks and Recreation Director Jim Ballew, Police Chief Rick Smith and City Clerk Tracy Jeffries

Mary Swenson informed Council that Lee Phillips emailed Tracy Jeffries stating that he is ill. **Motion** made by Councilmember Rasmussen, seconded by Councilmember Nehring, to excuse Councilmember Phillips. **Motion** passed unanimously (6-0).

Committee Reports

Councilmember Vaughan reported that the **Graffiti Task Force** met last Thursday and had an interesting discussion. He is very impressed with some of the work that has been done by the police department. There was also discussion about some of the challenges they have with juveniles who are arrested. Commander Lamoureux and another task force member will be meeting with the county prosecutor to discuss some things that we can do to get more prosecutions on these individuals that get caught. He commented that he had noticed that the 116th bridge has been mostly painted over on both sides. Now that it's painted they need to be sure to secure the bridge so it doesn't get repainted.

Audience Participation

Craig Wells, owner of Marysville Laundry Station, 1048 State Avenue, Marysville, commented that the increase in his sewer rate alone is 40%. His overall bill has a 17% increase. He understands why they increased the rates, but he is not happy with it. He commented that Marysville has not promoted conservation and pointed out that he has put in high efficiency washers. He also feels that a notice should have been put out with the water bills at least two cycles before the hearing. He requested that Council consider a 5% water evaporation allowance for his water bill. CAO Swenson indicated they would look into that and report back to Council. Councilmember Vaughan requested that staff explain the difference between sewer and water rate calculation. Director Nielsen explained Mr. Wells' sewer bill is calculated by flow.

Approval of Minutes

1. Approval of January 11, 2010 City Council Meeting Minutes.

Councilmember Soriano referred to page 1-8, the third item from the bottom. John Soriano's comment regarding the "Public Works" meeting should be corrected to "Public Safety" meeting.

Motion made by Councilmember Soriano, seconded by Councilmember Rasmussen, to approve the January 11, 2010 minutes as corrected. **Motion** passed unanimously (6-0).

2. Approval of January 19, 2010 City Council Work Session Minutes.

Motion made by Councilmember Nehring, seconded by Councilmember Vaughan, to approve the January 19, 2010 minutes as presented. **Motion** passed unanimously (5-0) with Councilmember Wright abstaining.

Consent

3. Approval of January 27, 2010 Claims in the Amount of $476,924.34; Paid by Check No.'s 60661 through 60785 with Check No. 60604 Voided.

4. Approval of February 3, 2010 Claims in the Amount of $1,017,820.94; Paid by Check No.'s 60786 through 60966 with Check No. 60731 Voided.

5. Acceptance of the Sunnyside Well 1R Drilling and Development Project, Starting the 45-Day Lien Filing Period for Project Closeout.

6. Authorize the Mayor to Sign the Declaration of Covenant, Sunnyside Well 1R Sanitary Protection Zone.

7. Authorize the Mayor to Sign the Purchase of a Tractor and Boom / Hitch Mounted Flail Mower from BRIM Tractor Company in the Amount of $123,160.61, per Washington State Bid Contract.

Motion made by Councilmember Wright, seconded by Councilmember Soriano to approve Consent Agenda items 3, 4, 5, 6 and 7. **Motion** passed unanimously (6-0).

New Business

8. A **Resolution** of the Marysville City Council Supporting the Marysville Kids Matter (MKM) Initiative and 40 Developmental Assets.

Motion made by Councilmember Rasmussen, seconded by Councilmember Nehring, to approve Resolution No. 2280 with all council members signing the Resolution. **Motion** passed unanimously (6-0).

9. A **Resolution** of the City of Marysville Affirming the Recommendation of the Hearing Examiner and Granting a Conditional Shoreline Substantial Development Permit to Allow the Replacement of the SR 529 Bridge with a 4-Lane Fixed Span Bridge that Includes Sidewalks, Separate Bicycle Lanes, Signing, Illumination, Stormwater Treatment, Retaining Walls, Wetland and Buffer Mitigation.

Motion made by Councilmember Seibert, seconded by Councilmember Wright, to approve Resolution No. 2281. **Motion** passed unanimously (6-0).

Mayor's Business

- He and several council members attended a ribbon-cutting event at Dollar Tree over weekend.
- Next week they have a ribbon-cutting for Clear Image.
- Snohomish County Cities meeting is on the 18th. RSVPs need to be in to Lynn by February 11.

Staff Business

Jim Ballew:

- Thanks to Council for the Resolution on the Developmental Assets tonight.
- Marysfest has submitted their proposal for this year. There do not appear to be any big changes. This will be coming to Council after staff has reviewed it.
- They were notified today that Marysville will be featured at the state WRPA Conference regarding the Healthy Initiative. He will also be sitting on a panel with the State Health Board talking about what the City has been doing and where they are headed.
- Staff posted *No Trespassing* signs on the Mother Nature's Window periphery. He pointed out that they are hoping to curtail some of the activity that has been happening out there, especially at night.

Rick Smith explained that the jail staff has been working on several different policies.

Kevin Nielsen:

- Public Works is working on an effluent transfer line which had a leak on it.
- They are also adding baffles to the Edward Springs Reservoir.
- Staff is currently working on grants for the 156th overcrossing and for federal appropriations.
- He gave updates on new births to staff members of Public Works.

Gloria Hirashima had no comments.

Sandy Langdon had no comments

Mary Swenson reported on the Directors' Retreat last Thursday and Friday in preparation for the Council Retreat coming up on March 13. She stated the need for a 5-minute executive session.

Call on Councilmembers

Carmen Rasmussen thanked everyone for support of the Marysville Kids Matter Initiative. She is looking forward to taking this further into the community.

John Soriano thanked Gloria Hirashima and Chris Holland for the sign code presentation.

Jon Nehring thanks to Officer Vasconi and Chief Smith for working with Doug Carlton.
He also commended the sign code presentation.

Jeff Vaughan discussed efforts he is making to implement the Developmental Assets.

Donna Wright had no comments.

Jeff Seibert:

- Referred to an earlier request he had made regarding confirming that they had conduit in the design to do away with the overhead line. Director Nielsen said he would look into that and get an update for Council.
- He discussed an upcoming Boy Scout event. He will be unable to attend, but asked if anyone else could make it.
- He requested a handout from the upcoming walking tour.

Recess

Mayor Kendall recessed the meeting at 7:33 p.m. for a short break before reconvening into Executive Session expected to last 5 minutes to discuss one item concerning performance of public employment with no action expected.

Executive Session - started at 7:45 p.m.

A. Litigation

B. Personnel – pursuant to RCW 42.30.110(1)(g)

C. Real Estate

Adjournment

Seeing no further business, Mayor Kendall adjourned the meeting at 7:50 p.m.

Approved this _____ day of _____, 2010.

_____	_____
Mayor	Asst. Admin. Svcs. Director
Dennis Kendall	Tracy Jeffries

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 8, 2010

AGENDA ITEM: Claims	AGENDA SECTION:	
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:	
ATTACHMENTS: Claims Listings	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Please see attached.

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the **February 17, 2010** claims in the amount of **$600,259.43** paid by **Check No.'s 61069 through 61251** with Check No. 60147 voided.
COUNCIL ACTION:

BLANKET CERTIFICATION
CLAIMS
FOR
PERIOD-2

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE **CLAIMS** IN THE AMOUNT OF **$600,259.43 PAID BY CHECK NO.'S 61069 THROUGH 61251 WITH CHECK NUMBER 60147 VOIDED** ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF MARYSVILLE, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND TO CERTIFY SAID CLAIMS.

Sandy Langdon 2/17/10
AUDITING OFFICER DATE

MAYOR DATE

WE, THE UNDERSIGNED COUNCIL MEMBERS OF MARYSVILLE, WASHINGTON DO HEREBY APPROVE FOR PAYMENT THE ABOVE MENTIONED **CLAIMS** ON THIS **17th DAY OF FEBRUARY 2010.**

COUNCIL MEMBER COUNCIL MEMBER

COUNCIL MEMBER COUNCIL MEMBER

COUNCIL MEMBER COUNCIL MEMBER

COUNCIL MEMBER

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 02/11/2010 TO 02/17/2010

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT #	ITEM AMOUNT
61069	WASHINGTON STATE DEPARTMENT OF	SALES & USE TAX 1/2010	001.231700.	685.60
	WASHINGTON STATE DEPARTMENT OF		00101130.549000.	0.87
	WASHINGTON STATE DEPARTMENT OF		00102020.549000.	3.26
	WASHINGTON STATE DEPARTMENT OF		00103010.549000.	23.12
	WASHINGTON STATE DEPARTMENT OF		104.231700.	683.70
	WASHINGTON STATE DEPARTMENT OF		40143410.553000.	42,039.31
	WASHINGTON STATE DEPARTMENT OF		40145040.553000.	1,742.31
	WASHINGTON STATE DEPARTMENT OF		41046060.553000.	10,807.50
	WASHINGTON STATE DEPARTMENT OF		420.231710.	6,162.16
	WASHINGTON STATE DEPARTMENT OF		42047267.553000.	339.51
61070	ACE ACME SEPTIC SERVICE INC	PORTABLE TOILET RENTAL	40140280.541000.	90.00
61071	ADVANTAGE BUILDING SERVICES	CARPET CLEANING	00101250.541000.	623.15
	ADVANTAGE BUILDING SERVICES		00103530.541000.	623.15
	ADVANTAGE BUILDING SERVICES		40142480.541000.	50.99
	ADVANTAGE BUILDING SERVICES		40142480.541000.	50.99
	ADVANTAGE BUILDING SERVICES		40143410.541000.	50.99
	ADVANTAGE BUILDING SERVICES		40143780.541000.	453.20
61072	AUTOMATIC FUNDS TRANSFER SERVICES	WEB PAYMENT SRVCS 1/2010	00143523.541000.	853.25
	AUTOMATIC FUNDS TRANSFER SERVICES	REMITTANCE PROCESSING 1/2010	00143523.541000.	859.59
	AUTOMATIC FUNDS TRANSFER SERVICES	BILL PRINTING SERVICES 1/2010	00143523.541000.	5,900.61
61073	CAROL AHLGREN	UTILITY TAX REBATE	00102520.549010.	15.81
61074	ALBERTSONS FOOD CENTER #471	PW COMMITTEE MTG ITEMS	40143410.549000.	19.48
61075	ALBERTSONS FOOD CENTER #471	PARKS & REC SUPPLIES	00105120.531050.	164.94
	ALBERTSONS FOOD CENTER #471		10605250.549000.	37.02
61076	ALLIED EMPLOYERS LABOR RELATIONS	MEMBERSHIP DUES 2/2010	00100310.541000.	2,366.96
61077	A.M. PLAYER	LOGOED POLO SHIRTS	420.231700.	-30.69
	A.M. PLAYER		42047267.549000.	387.55
61078	AMSAN SEATTLE	JANITORIAL SUPPLIES-PSB	00100010.531400.	225.49
	AMSAN SEATTLE	JANITORIAL SUPPLIES-WWTP	40142480.531300.	185.20
	AMSAN SEATTLE	JANITORIAL SUPPLIES-PW ADMIN	40143410.531200.	195.65
	AMSAN SEATTLE	JANITORIAL SUPPLIES-SHOP	40143780.531000.	148.84
	AMSAN SEATTLE	JANITORIAL SUPPLIES-PW SHOP	40143780.531000.	157.63
61079	ARAMARK UNIFORM SERVICES	MECHANICS UNIFORM	42047165.526000.	11.62
	ARAMARK UNIFORM SERVICES		42047165.526000.	11.62
	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING	50100065.526000.	22.05
	ARAMARK UNIFORM SERVICES		50100065.526000.	33.55
61080	AT&T MOBILITY	ACCT #287017967673	00103222.542000.	20.46
61081	ALLEN BACKSTROM	REIMBURSE CDL SKILLS FEE	00105380.549000.	100.00
61082	KENT BAKER	INSTRUCTOR SERVICES	00105120.541020.	240.00
61083	BANDWIDTH.COM INC	MONTHLY SERVICE CHARGE	50300090.542000.	104.50
61084	BARGREEN-ELLINGSON, INC	DISHER	42047061.549100.	10.14
	BARGREEN-ELLINGSON, INC	GRIDDLE	42047061.549100.	23.08
	BARGREEN-ELLINGSON, INC	SERVER	42047061.549100.	54.16
	BARGREEN-ELLINGSON, INC	SERVE COVER	42047061.549100.	63.19
61085	ADAM BENTON	REIMBURSE COPY COSTS/WADERS	40145040.549000.	133.90
61086	BEST BUY STORES LP	CAMERAS	10308521.535000.0909	39.40
61087	BICKFORD FORD-MERCURY	BRAKE ROTORS, PAD SET	501.141100.	251.89
	BICKFORD FORD-MERCURY	RELAY	50100065.534000.	105.95
	BICKFORD FORD-MERCURY	SHIFT ASSY,TUBE,PLUNGER,BUSHIN	50100065.534000.	112.31
	BICKFORD FORD-MERCURY	COOLING FAN ASSEMBLY	50100065.534000.	237.03
61088	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM-LUTSCHG	00103222.526000.	106.92
	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM-BARNETT	00103960.526000.	332.33

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 02/11/2010 TO 02/17/2010

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT #	ITEM AMOUNT
61088	BLUMENTHAL UNIFORMS & EQUIPMENT	UNIFORM-BARNETT	00103960.526000.	418.06
61089	ARTHUR BOERSEMA	UTILITY TAX REBATE	00102520.549010.	65.44
	ARTHUR BOERSEMA		40143410.549070.	51.02
	ARTHUR BOERSEMA		40143410.549071.	109.26
61090	RAE BOYD, APRN, BC	INMATE MEDICAL CARE	00103960.541000.	4,355.00
61091	JUDITH BRESSLER	UTILITY TAX REBATE	00102520.549010.	80.96
61092	BRINKS INC	ARMORED TRUCK SERVICES	00100050.541000.	292.48
	BRINKS INC		00102020.541000.	151.48
	BRINKS INC		00103010.541000.	292.48
	BRINKS INC		00143523.541000.	292.48
	BRINKS INC		40143410.541000.	151.48
	BRINKS INC		42047061.541000.	139.45
61093	RON & JUDY BRUESCH	UTILITY TAX REBATE	40143410.549070.	50.00
61094	CALM RIVER DEMOGRAPHICS	ANNEXATION CENSUS STUDY	00102020.541000.A0704	49,109.00
61095	CAPTAIN DIZZYS EXXON	CAR WASHES-POLICE DEPT	00103222.548000.	36.00
	CAPTAIN DIZZYS EXXON		00104230.548000.	9.00
	CAPTAIN DIZZYS EXXON	CAR WASH-PARKS DEPT	00105380.531000.	4.50
61096	SANDRA CARLSON	UTILITY TAX REBATE	00102520.549010.	61.81
	SANDRA CARLSON		40143410.549070.	43.67
	SANDRA CARLSON		40143410.549071.	113.65
61097	CARQUEST	BATTERY CORE REFUND	42047165.548000.	-10.86
	CARQUEST	GOLF CART BATTERY	42047165.548000.	87.41
61098	CARR'S ACE HARDWARE	TUBE BRUSHES,WRENCHES	40140180.531000.	28.84
	CARR'S ACE HARDWARE	UBOLTS,SCREWS	40140280.531000.	14.73
	CARR'S ACE HARDWARE	KEYS MADE	40142280.549000.	5.70
	CARR'S ACE HARDWARE	CHAIN FOR SECURING COMP SAMPLE	40142380.549000.	37.87
61099	CASCADE NATURAL GAS	NATURAL GAS SERVICE-STILLY	40141580.547000.	2,181.31
61100	CEMEX	CLASS B ASPHALT	40140580.531000.	205.70
	CEMEX		40140580.531000.	206.39
	CEMEX		40140580.531000.	284.13
	CEMEX		40140580.531000.	386.94
61101	VIRGINIA CHAMBERS	UTILITY TAX REBATE	00102520.549010.	54.62
61102	CAROLYN CALRK	REFUND CLASS FEES	00110347.376009.	75.00
61103	CODE PUBLISHING INC	MUNICIPAL CODE ELEC UPDATE	00101130.541000.	291.82
61104	COLUMBIA PAINT & COATINGS	PAINT,PRIMER	40142480.531000.	324.36
61105	COMCAST	ACCT #8498310020001355-KBSCC	00105250.547000.	48.11
61106	COMMERCIAL FIRE PROTECTION	SERVICE TAG AND RECHARGE	501.141100.	39.75
61107	COOK PAGING (WA)	PAGER SERVICE	10111230.542000.	3.74
	COOK PAGING (WA)		40143410.542000.	3.74
61108	CO-OP SUPPLY	JEANS-BACKSTROM	00105380.526000.	24.97
	CO-OP SUPPLY	LOPPERS	10110770.531000.	148.76
	CO-OP SUPPLY	MARKING CHALK DISPENSER	40140680.531000.	4.88
	CO-OP SUPPLY	TARP FOR SNACK BAR	42047061.549100.	49.29
61109	WA DEPT OF CORRECTIONS	INMATE MEALS	00103960.531250.	2,022.10
61110	CRESCENT ELECTRIC SUPPLY	PSB MISC REMODEL PARTS	10400022.549000.0914	82.71
61111	ELLEN E CRIGER	UTILITY TAX REBATE	00102520.549010.	40.06
	ELLEN E CRIGER		40143410.549070.	43.53
	ELLEN E CRIGER		40143410.549071.	113.65
61112	CUES	CABLE	40142080.531000.	183.41
61113	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDING SERVICE	00100110.549000.	19.13
	DATABASE SECURE RECORDS DESTRUCTIO		00101023.531000.	7.31
	DATABASE SECURE RECORDS DESTRUCTIO		00101130.531000.	7.32

CITY OF MARYSVILLE
INVOICE LIST
FOR INVOICES FROM 02/11/2010 TO 02/17/2010

CHK #	VENDOR	ITEM DESCRIPTION	ACCOUNT #	ITEM AMOUNT
61113	DATABASE SECURE RECORDS DESTRUCTIO	MONTHLY SHREDDING SERVICE	00143523.531000.	7.31
61114	ANTHONY DEPERRO	UTILITY TAX REBATE	40143410.549070.	42.66
	ANTHONY DEPERRO		40143410.549071.	111.42
61115	DIAMOND B CONSTRUCTORS INC	REPAIR HEAT @ BOYS & GIRLS CLU	31000076.541000.P0908	4,466.39
61116	DICKS TOWING INC	TOWING EXPENSE-MP 10-693	00103222.541000.	43.44
	DICKS TOWING INC	TOWING EXPENSE	00103222.541000.	162.90
61117	RICHARD T. DILDINE	UTILITY TAX REBATE	00102520.549010.	58.20
61118	DISPLAY & COSTUME	VALENTINES DANCE SUPPLIES	00105120.531050.	138.63
61119	DRUG BUY FUND	DRUG BUY FUND	00103222.549010.	1,000.00
61120	PATRICIA Y DULIN	UTILITY TAX REBATE	00102520.549010.	42.94
	PATRICIA Y DULIN		40143410.549070.	43.53
	PATRICIA Y DULIN		40143410.549071.	113.66
61121	E&E LUMBER INC	FASTENERS	00100010.531000.	9.12
	E&E LUMBER INC	GRAFFITI SUPPLIES	00102020.531000.	114.02
	E&E LUMBER INC	CREDIT TOPPING COMPOUND	00105380.531000.A1002	-13.02
	E&E LUMBER INC	SPACKLE	00105380.531000.	3.90
	E&E LUMBER INC	CLEANER	00105380.531000.	11.27
	E&E LUMBER INC	DROP CLOTHES	00105380.531000.	16.25
	E&E LUMBER INC	TOPPING COMPOUND	00105380.531000.A1002	26.04
	E&E LUMBER INC	LIGHT FIXTURE,CONNECTORS	00105380.531000.A1002	29.95
	E&E LUMBER INC	TAPE,SAND PAPER,TEXTURE	00105380.531000.A1002	133.71
	E&E LUMBER INC	PAINT,ROLLER COVER,PAIL,TIP	00105380.531000.A1002	287.65
	E&E LUMBER INC	BLACK POLY FILM	10110240.531000.	70.58
	E&E LUMBER INC	SAFETY BRACKETS,FASTENERS	40142080.531000.	58.67
	E&E LUMBER INC	WOOD,HANDLE,BOLT,HINGES	40143780.531000.	54.72
	E&E LUMBER INC	SKILL SAW	50200050.531000.	130.31
61122	THE EAR PHONE CONNECTION	(26) EARPIECE MICROPHONES	001.231700.	-186.30
	THE EAR PHONE CONNECTION		00103222.526000.	2,352.58
61123	WALTER ECKMAN	UTILITY TAX REBATE	00102520.549010.	27.63
61124	WA DEPARTMENT OF ECOLOGY	STORMWATER PERMIT	40145040.553100.	4,112.50
61125	EMERALD RECYCLING	OIL & ANTIFREEZE DISPOSAL FEES	50100065.531000.	164.43
61126	ERIC ERGA	REIMBURSE MEAL	40143410.549000.	14.00
61127	ESTATE OF DORENE PETERSON	UB 761299000000 7523 79TH DR N	401.122110.	286.60
61128	EVERETT CARBONIC	CARBON DIOXIDE	401.141400.	75.34
61129	EVERETT TIRE & AUTOMOTIVE	(2) TIRES	50100065.534000.	227.08
61130	FARWEST INDUSTRIES, INC	CLUTCH	42047165.548000.	333.17
61131	DUANE FASHEMPOUR	RECOVERY CONTRACT #289-WATER	401.253000.	6,418.66
61132	FERRELLGAS	PROPANE	10110130.531000.	70.15
	FERRELLGAS		10110564.531000.	70.15
	FERRELLGAS		40140980.531000.	70.14
	FERRELLGAS		41046060.531000.	70.14
61133	FIRE PROTECTION,INC	SECURITY MONITORING-JENNINGS	00105380.548000.	529.50
	FIRE PROTECTION,INC	SECURITY MONITORING-LIBRARY	00112572.548000.	733.50
	FIRE PROTECTION,INC	SECURITY MONITORING-GOLF COURS	42047061.548000.	529.50
61134	CHRIS FLOYD	INSTRUCTOR SERVICES	00105120.541020.	2,658.63
61135	FRED MEYER	JEANS-HAYES	10111230.526000.	91.19
	FRED MEYER	JEANS-GETTLE	40143410.526200.	114.00
61136	CRAIG A. FULLERTON	CONSULTING-PROPERTY RESEARCH	00100011.561000.	180.00
	CRAIG A. FULLERTON	CONSULTING-PROPERTY SEARCH	00100011.561000.	960.00
	CRAIG A. FULLERTON		00100110.541000.	2,530.00
61137	GALLS INC	LIGHT MAP CO-PILOT	501.141100.	35.96
	GALLS INC	MAP CHARGER FLASHLIGHT	501.141100.	113.88

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61138	GENERAL CHEMICAL CORP	ALUM SULFATE 12.04 DRY TON	40142480.531320.	3,295.01
	GENERAL CHEMICAL CORP	ALUM SULFATE 12.265 DRY TON	40142480.531320.	3,356.59
61139	GENUINE AUTO GLASS OF EVERETT, LLC	REPLACE WINDSHIELD	50100065.548000.	200.91
61140	LUZMILA GONZALEZ	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
61141	DONALD GOODMAN	UTILITY TAX REBATE	00102520.549010.	71.78
	DONALD GOODMAN		40143410.549070.	42.66
	DONALD GOODMAN		40143410.549071.	109.26
61142	GRAINGER INC	FUEL FILLER HOSE EXTENSION	50100065.534000.	106.73
61143	CONTRACTORS SUPPLY CORPORATION	VALVE	50100065.534000.	14.86
	CONTRACTORS SUPPLY CORPORATION	AIR BRAKE HOSE	50100065.534000.	262.38
61144	HACH COMPANY	STABLCAL STANDARD-WWTP	40142480.531330.	127.01
61145	BARBARA J. HANSEN	UTILITY TAX REBATE	00102520.549010.	30.76
	BARBARA J. HANSEN		40143410.549070.	43.67
	BARBARA J. HANSEN		40143410.549071.	113.65
61146	HARBOR FREIGHT TOOLS	CUTOFF WHEEL,OIL,LIGHT,SET	40140580.531000.	131.97
	HARBOR FREIGHT TOOLS	HITCH MOUNT,SWIVEL VISE	40140880.531000.	109.18
61147	HD FOWLER COMPANY	COPPER TUBE,BOLT KITS	401.141400.	309.73
	HD FOWLER COMPANY	RESETTER	401.141400.	420.55
	HD FOWLER COMPANY	SETTER	401.141400.	498.21
	HD FOWLER COMPANY	METER SETTER	401.141400.	542.02
	HD FOWLER COMPANY	AMR METER PARTS	40140580.531000.	113.23
	HD FOWLER COMPANY	MAIN VALVE WRENCH	40140680.535000.	106.43
	HD FOWLER COMPANY	REPAIR PARTS FOR 7604 83RD AVE	40145040.531000.	211.57
	HD FOWLER COMPANY	ASPHALT RAKE	501.141100.	153.13
61148	DEPARTMENT OF HEALTH	WW OPERATOR CERT RENEWAL-OLSC	40143410.549000.	77.00
61149	REIDUN HEGNA	UTILITY TAX REBATE	00102520.549010.	35.42
	REIDUN HEGNA		40143410.549070.	43.53
	REIDUN HEGNA		40143410.549071.	113.65
61150	LINDA HICKMAN		00102520.549010.	15.33
61151	HOME DEPOT CREDIT SVCS	DRYWALL,CORNERBOARD,VENT KIT	00105380.531000.A1002	325.82
61152	SNOHOMISH COUNTY HUMAN SERVICES	LIQUOR BOARD PROFITS/EXCISE 4T	00199566.551000.	917.33
	SNOHOMISH COUNTY HUMAN SERVICES		00199566.551000.	1,079.07
61153	DEPT OF INFORMATION SERVICES	TELECOMMUNICATIONS	00104190.551000.	1,121.80
61154	JET PLUMBING	REPAIR @ KBSCC	00105250.548000.	135.75
61155	JUDD & BLACK	32" TV AND STAND	10400022.549000.0914	552.77
	JUDD & BLACK	SALES TAX ERROR INV. 3-1-22378	40142480.531400.	-2.73
61156	KENWORTH NORTHWEST INC	FUEL PRIMER PUMP,GASKET	501.141100.	199.95
	KENWORTH NORTHWEST INC	BRAKE VALVE	50100065.534000.	52.15
	KENWORTH NORTHWEST INC	FUEL LIFT PUMP,SOLENOID,ORING,	50100065.534000.	358.05
61157	LAKE STEVENS SCHOOL DISTRICT #4	MITIGATION FEES 1/2010	642.237000.	88,496.00
61158	LASTING IMPRESSIONS INC	SHIRTS-PARKS STAFF	00105120.526000.	51.35
61159	DONNA MAE LAWSON	UTILITY TAX REBATE	00102520.549010.	79.39
	DONNA MAE LAWSON		40143410.549070.	43.53
	DONNA MAE LAWSON		40143410.549071.	113.66
61160	LEADS ONLINE, LLC	ANNUAL RENEWAL FEES	00103222.541000.	2,148.00
61161	KENNETH LEE	UTILITY TAX REBATE	00102520.549010.	3.59
61162	YVONNE LERVICK	REFUND CLASS FEES	00110347.376009.	44.00
61163	LES SCHWAB TIRE CENTER	REPAIR FLAT VEH # H009	50100065.548000.	45.88
61164	LEXIS NEXIS RISK DATA MNGMNT INC	BACKGROUND INVESTIGATIONS	00103010.549000.	146.01
	LEXIS NEXIS RISK DATA MNGMNT INC		00103010.549000.	182.07
61165	LINKS TURF SUPPLY INC	STAFF UNIFORMS	42047165.526000.	60.82
61166	LOWES HIW INC	POWER STRIP,LIGHT	40143780.531000.	43.39

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61166	LOWES HIW INC	COMBO HEX SET	50200050.531000.	20.61
61167	LUCILLE LUCIER	UTILITY TAX REBATE	00102520.549010.	31.98
61168	HELEN L MADSEN		00102520.549010.	61.39
61169	MARYSVILLE AWARDS	ENGRAVING	00100110.549000.	46.92
61170	MARYSVILLE PRINTING	(3000) LEAVE REQUEST FORMS	00100020.531000.	72.69
	MARYSVILLE PRINTING		10111230.531000.	72.69
	MARYSVILLE PRINTING		40143410.531000.	290.76
	MARYSVILLE PRINTING		41046060.531000.	24.23
	MARYSVILLE PRINTING		50100065.531000.	12.12
	MARYSVILLE PRINTING		50200050.531000.	12.12
61171	MARYSVILLE SCHOOL DISTRICT #25	MITIGATION FEES 1/2010	642.237000.	85,575.00
61172	MCA	MCA SPRING CONF REGISTRATION	00100030.543000.	110.00
61173	MCCONNELL & ASSOC	HEARING EXAMINER SERVICES	00102020.541000.	1,096.80
61174	MARGARET MCKELVEY-BITTO	UTILITY TAX REBATE	00102520.549010.	80.06
61175	MICHAEL MULLIGAN	RECOVERY CONTRACT # 245-SEWER	401.253000.	3,224.48
61176	JEAN MURRIL	UTILITY TAX REBATE	00102520.549010.	80.02
61177	NELSON PETROLEUM	ENGINE OIL,HYDRAULIC OIL	501.141100.	1,833.28
61178	NORTH CENTRAL LABORATORIES	DETERGENT,CHLORINE STD,M-FC BR	401.231700.	-15.48
	NORTH CENTRAL LABORATORIES		40142480.531330.	195.47
61179	NORTH COAST ELECTRIC COMPANY	POWER CORD,LOCK PLUG	50100065.534000.	71.27
	NORTH COAST ELECTRIC COMPANY	GENERATOR TRANSFER SWITCH PLUC	50100065.534000.	464.10
61180	NORTH SOUND HOSE & FITTINGS	HYDRAULIC HOSE	40140580.535000.	93.63
61181	NORTHSTAR CHEMICAL INC.	SODIUM HYPOCHLORITE	40140780.531001.	1,351.85
61182	NORTHUP GROUP	PRE-EMPLOYMENT CHECKS	00103010.541000.	680.00
61183	NORTHWEST CONST	HYDRANT METER DEPOSIT REFUND	401.245200.	182.50
61184	NORTHWESTERN AUTO REBUILD INC	REPAIR ACCIDENT DAMAGE-VEH #96	50100065.548000.	753.14
61185	OFFICE DEPOT	OFFICE SUPPLIES	00100020.531000.	9.94
	OFFICE DEPOT		00100020.531000.	38.04
	OFFICE DEPOT		00100110.531000.	22.09
	OFFICE DEPOT		00100110.531000.	49.65
	OFFICE DEPOT	CREDIT OFFICE SUPPLIES	00101023.531000.	-11.29
	OFFICE DEPOT	OFFICE SUPPLIES	00101023.531000.	11.29
	OFFICE DEPOT		00101023.531000.	11.73
	OFFICE DEPOT	CREDIT OFFICE SUPPLIES	00102020.531000.	-13.42
	OFFICE DEPOT	OFFICE SUPPLIES	00102020.531000.	13.42
	OFFICE DEPOT		00102020.531000.	97.70
	OFFICE DEPOT		00103121.531000.	54.15
	OFFICE DEPOT		00105380.531000.	1.54
	OFFICE DEPOT		00105380.531000.	16.52
	OFFICE DEPOT	CAMERA	00105380.531000.	127.05
	OFFICE DEPOT	OFFICE SUPPLIES	00105380.531000.	149.30
	OFFICE DEPOT		40142480.531000.	111.45
	OFFICE DEPOT		40143410.531000.	9.94
	OFFICE DEPOT		40143410.531000.	136.75
	OFFICE DEPOT		42047165.531000.	13.17
	OFFICE DEPOT		42047165.531000.	17.76
	OFFICE DEPOT		42047165.531000.	38.78
	OFFICE DEPOT		50100065.531000.	1.10
	OFFICE DEPOT		50200050.531000.	1.10
61186	OKANOGAN COUNTY JAIL	INMATE HOUSING 1/2010	00103960.551000.	32,383.14
61187	PATRICIA L. OLSON	UTILITY TAX REBATE	00102520.549010.	7.08
61188	PACIFIC NW BUSINESS PRODUCTS INC	TONER	50200050.531000.	52.02

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61189	PACIFIC POWER BATTERIES	CAR CHARGER	501.141100.	19.44
	PACIFIC POWER BATTERIES	CHARGER	501.141100.	38.88
61190	PAPE MACHINERY	OIL FILTERS	501.141100.	33.26
	PAPE MACHINERY	DIAGNOSE AND REPAIR VEH # H002	50100065.548000.	1,198.43
61191	THE PARTS STORE	BELT	40142480.548000.	15.64
	THE PARTS STORE	GLASS CLEANER	501.141100.	8.67
	THE PARTS STORE	MIRROR	501.141100.	11.06
	THE PARTS STORE	TRANS FILTER KIT	501.141100.	25.13
	THE PARTS STORE	OIL,AIR FILTERS,CLEANER,WW FLU	501.141100.	216.04
	THE PARTS STORE	SOLVENT,MAT FILTER	50100065.531000.	105.21
	THE PARTS STORE		50100065.531000.	290.03
	THE PARTS STORE	AIR BRAKE TUBING	50100065.534000.	4.30
	THE PARTS STORE	TRANS FILTER KIT	50100065.534000.	8.35
	THE PARTS STORE	U-JOINT	50100065.534000.	19.62
	THE PARTS STORE	SPARK PLUGS	50100065.534000.	29.45
	THE PARTS STORE	AXLE WHEEL SEAL	50100065.534000.	83.69
	THE PARTS STORE	GASKETS,BELT,PULLEY,HOSES	50100065.534000.	221.77
61192	NICOLE PAULL	REFUND CLASS FEES	00110347.376009.	100.00
61193	PB LOADER CORP	CONV CHAIN BAR	501.231700.	-27.99
	PB LOADER CORP		50100065.534000.	353.47
61194	LAURIE HUGDAHL	MINUTE TAKING SERVICE	00101130.541000.	120.90
	LAURIE HUGDAHL		00101130.541000.	313.10
61195	PETROCARD SYSTEMS INC	FUEL CONSUMED	00100020.532000.	29.31
	PETROCARD SYSTEMS INC		00102020.532000.	420.14
	PETROCARD SYSTEMS INC		00103222.532000.	4,768.35
	PETROCARD SYSTEMS INC		00105380.532000.	621.30
	PETROCARD SYSTEMS INC		10111230.532000.	1,237.32
	PETROCARD SYSTEMS INC		40143880.532000.	4,375.84
	PETROCARD SYSTEMS INC		41046060.532000.	2,727.01
	PETROCARD SYSTEMS INC		42047165.532000.	65.00
	PETROCARD SYSTEMS INC		50100065.532000.	58.63
	PETROCARD SYSTEMS INC		50200050.532000.	175.07
	PETROCARD SYSTEMS INC		50300090.532000.	78.05
61196	SNOHOMISH COUNTY PLANNING &	SNO CO TOMORROW 2010 DUES	00100110.549000.	6,248.00
61197	UNITED STATES POSTAL SERVICE	POSTAGE-COURT METER # 222407	00100030.542000.	2,000.00
	UNITED STATES POSTAL SERVICE		00100050.542000.	3,000.00
61198	PROTHMAN COMPANY	PW DEPT INTERVIEWS	40143410.541000.	608.31
61199	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #109-000-510-7	00101250.547000.	1,909.25
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #445-003-900-5	00103530.547000.	2,594.49
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT # 3450022102	00105380.547000.	15.50
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #225-002-594-3	00105380.547000.	204.79
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT # 3410070639	00105380.547000.	326.71
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #954-003-061-7	10110463.547000.	365.00
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #997-000-013-0	10111230.547000.	292.72
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #242-001-069-2	10111864.547000.	46.46
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #500-001-942-1	40140180.547000.	39.26
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #504-002-581-8	40142280.547000.	81.87
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #538-011-915-5	40142280.547000.	103.89
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #483-023-177-7	40142280.547000.	215.31
	PUD NO 1 OF SNOHOMISH COUNTY	ACCT #395-051-146-3	40142280.547000.	365.83
61200	JEAN RANDULSON	UTILITY TAX REBATE	00102520.549010.	16.27
61201	SANDRA RAY	REFUND CLASS FEES	00110347.376009.	100.00

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61202	MIKE ROBINSON	REIMBURSE MEMORY CARD PURCHA:	00105380.531000.	21.71
61203	INEZ ROBSON	UTILITY TAX REBATE	00102520.549010.	50.08
61204	SCOTT SALMON	REFUND DEPOSIT FOR RENTAL	001.239100.	100.00
61205	SNO CO CLERKS & FINANCE OFFICERS	2010 MEMBERSHIP FEES	00101023.549000.	50.00
	SNO CO CLERKS & FINANCE OFFICERS		00101130.549000.	50.00
61206	HILDA SCHULTZ	UTILITY TAX REBATE	00102520.549010.	71.81
	HILDA SCHULTZ		40143410.549070.	43.53
	HILDA SCHULTZ		40143410.549071.	113.66
61207	SCIENTIFIC SUPPLY & EQUIPMENT INC	TEFLON MEMBRANE KITS,PETRI DIS	40142480.531400.	517.54
61208	VIRGINIA SIEWERT	UTILITY TAX REBATE	00102520.549010.	76.31
61209	BRAD SMITH	REIMBURSE BOOT PURCHASE	00103222.526000.	119.31
61210	SNO CO PUBLIC WORKS	SOLID WASTE DISPOSAL FEES	41046060.551000.	111,615.00
61211	SOLID WASTE SYSTEMS INC	AIR MAC VALVE ASSY	501.141100.	364.99
	SOLID WASTE SYSTEMS INC	CREDIT FOR INCORRECT PART SENT	50100065.534000.	-462.86
	SOLID WASTE SYSTEMS INC	MODULE HARNESS	50100065.534000.	462.86
61212	JOHN SORIANO	REIMBURSE MILEAGE	00100060.543000.	97.55
61213	SOROPTIMIST OF MARYSVILLE	REFUND SECURITY DEPOSIT	001.239100.	300.00
61214	SOUND PUBLISHING INC	UTILITY RATE NOTICE-ACCT #8852	40143410.549000.	77.24
61215	SOUND PUBLISHING INC	REQ PUBLIC DEFENDER AD-ACCT #8	00101130.544000.	130.21
61216	SOUND PUBLISHING INC	LEGAL ADS-ACCT #88522148	00102020.544000.	272.17
61217	SOUND SAFETY PRODUCTS CO INC	CREDIT-JEAN EXCHANGE-DORCAS	00102020.526000.	-3.49
	SOUND SAFETY PRODUCTS CO INC	JEANS,HEARING PROTECTION-PIKE	00105380.526000.	57.94
	SOUND SAFETY PRODUCTS CO INC	JEANS,HEARING PROTECTION-SZECH	00105380.526000.	135.43
	SOUND SAFETY PRODUCTS CO INC	CREDIT-JEANS EXCHANGE-SCHOOLCI	40143410.526300.	-8.19
	SOUND SAFETY PRODUCTS CO INC	JEANS-DAVIS	40143410.526300.	40.13
	SOUND SAFETY PRODUCTS CO INC		40143410.526300.	74.80
	SOUND SAFETY PRODUCTS CO INC	JEANS-ZAHNOW	40143410.526300.	97.46
	SOUND SAFETY PRODUCTS CO INC	JEANS-SCHOOLCRAFT	40143410.526300.	105.65
	SOUND SAFETY PRODUCTS CO INC	UNIFORM-THORSON	42047165.526000.	111.22
	SOUND SAFETY PRODUCTS CO INC	UNIFORM-POTTER	42047165.526000.	116.68
	SOUND SAFETY PRODUCTS CO INC		42047165.526000.	176.72
	SOUND SAFETY PRODUCTS CO INC	UNIFORM-MECHLING	42047165.526000.	261.05
	SOUND SAFETY PRODUCTS CO INC	UNIFORM-HARPRING	42047165.526000.	284.74
	SOUND SAFETY PRODUCTS CO INC	FLASHLIGHTS	501.141100.	41.27
61218	SPIKES GOLF SUPPLIES INC	SPIKES,TEES,BRUSHES	420.141100.	358.69
61219	SPRINGBROOK NURSERY	PEA GRAVEL	42047061.549100.	161.55
61220	WASHINGTON STATE PATROL	BACKGROUND CHECK	00102020.531000.	10.00
61221	SUBURBAN PROPANE	PROPANE	00105380.547000.	1,349.22
61222	ROBERT TAKLO	UTILITY TAX REBATE	00102520.549010.	55.57
61223	GERALD TAYLOR		00102520.549010.	41.93
	GERALD TAYLOR		40143410.549070.	42.66
	GERALD TAYLOR		40143410.549071.	111.42
61224	THYSSENKRUPP ELEVATOR CORP	PREVENTATIVE MAINT-PSB	00100010.548000.	172.99
	THYSSENKRUPP ELEVATOR CORP	PREVENTATIVE MAINT-CH	00103530.548000.	172.99
61225	TORO NSN	IRRIGATION SOFTWARE LEASE	42047165.531920.	134.00
61226	TRAVIS PIKE	REIMBURSE CDL SKILLS TEST FEES	00105380.549000.	100.00
61227	UNITED PIPE & SUPPLY INC	PVC	40140980.531000.	171.63
61228	UNITED RENTALS	TEXTURE SPRAYER RENTAL	00105380.531000.A1002	82.95
61229	VALLEY FREIGHTLINER INC	FUEL STRAINER ASSEMBLY	50100065.534000.	13.27
	VALLEY FREIGHTLINER INC	BRAKE VALVE ASSY,BRAKE LIGHT S	50100065.534000.	329.89
61230	VAN DAM'S ABBEY CARPETS	CARPET-STEAMBOAT CONF ROOM	40143780.531000.	531.30
61231	VERIZON NORTHWEST	ACCT #404449227007	00100050.542000.	214.00

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61231	VERIZON NORTHWEST	ACCT #404449227007	00100310.531000.	52.11
	VERIZON NORTHWEST	ACCT #102746380105	00104000.542000.	98.66
	VERIZON NORTHWEST	ACCT #103957234007	40142480.542000.	64.32
	VERIZON NORTHWEST	ACCT #1109792481505	40143410.542000.	74.71
61232	DANIEL VINSON	REIMBURSE CARD READER PURCHAS	00103121.531000.	42.32
61233	VINYL SIGNS & BANNERS	(12) MAGNETIC BLANKS-CUSTODY	00103960.531000.	97.74
61234	WASHINGTON STATE TREASURER	FORFEITED PROPERTY 4TH QTR 09	643.239910.	1,140.25
61235	WA ASSOC OF BUILDING OFFICIALS	BUILDING CODE TRAINING	00102020.549000.	1,375.00
61236	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	00105380.531400.	86.76
	WAXIE SANITARY SUPPLY		00105380.531400.	543.49
61237	WEBCHECK	WEBCHECK CANOPY SERVICE 1/2010	00143523.541000.	375.00
61238	WEED GRAAFSTRA AND BENSON INC PS	LEGAL SERVICES 1/2010	00105515.541000.	14,005.63
	WEED GRAAFSTRA AND BENSON INC PS		31000076.563000.G0701	75.00
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	1,212.00
	WEED GRAAFSTRA AND BENSON INC PS		40143410.541000.	14,005.62
	WEED GRAAFSTRA AND BENSON INC PS		40145040.541000.	440.00
61239	WEED GRAAFSTRA AND BENSON INC PS	FORFEITURES 1/2010	00103121.541000.	480.00
61240	WESTERN PETERBILT INC	REFUND CORE CHARGE	50100065.534000.	-195.48
	WESTERN PETERBILT INC	CORE CHARGE	50100065.534000.	195.48
	WESTERN PETERBILT INC	BRAKE DRUMS,BRAKE SHOES,SPRING	50100065.534000.	668.42
61241	WHISTLE WORKWEAR	JEANS-ERGA	40143410.526000.	103.16
61242	JOHN WILLIAMS	UTILITY TAX REBATE	00102520.549010.	61.14
61243	WINGFOOT COMMERCIAL	(4) TIRES	50100065.534000.	756.42
61244	WMCA	CONF REGISTRATION-JEFFRIES	00101130.549000.	300.00
61245	LAUREN M. WOODMANSEE	INSTRUCTOR SERVICES	00105120.541020.	273.70
61246	KYLE WOODS	REIMBURSE WW OPERATOR CERT RE	00100020.549000.	42.00
61247	WSAPT TREASURER	MEMBERSHIP DUES	00102020.549000.	35.00
	WSAPT TREASURER		00102020.549000.	35.00
	WSAPT TREASURER		00102020.549000.	35.00
61248	WSHNA- OFFICER SHERRY MURPHY	ANNUAL DUES	00103010.541000.	35.00
	WSHNA- OFFICER SHERRY MURPHY		00103121.541000.	35.00
	WSHNA- OFFICER SHERRY MURPHY	ANNAUL DUES	00103222.541000.	35.00
	WSHNA- OFFICER SHERRY MURPHY	ANNUAL DUES	00103222.541000.	35.00
61249	WWGCSA	CHAPTER MTG REGISTRATION	42047165.549000.	40.00
61250	WWU PUBLIC SAFETY	VEST-BARTL, C	00103222.526000.	396.03
61251	ZEE MEDICAL SERVICE	RESTOCK FIRST AID KIT-CH	00103530.531000.	349.78
			WARRANT TOTAL:	**600,546.03**

VOID

REASON FOR VOIDS:

CHECK # 60147 INITIATOR ERROR (286.60)

INITIATOR ERROR
WRONG VENDOR
CHECK LOST IN MAIL

600,259.43

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 8, 2010

AGENDA ITEM: Payroll	AGENDA SECTION:	
PREPARED BY: Sandy Langdon, Finance Director	AGENDA NUMBER:	
ATTACHMENTS: Blanket Certification	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

RECOMMENDED ACTION: The Finance and Executive Departments recommend City Council approve the February 19, 2010 payroll in the amount $794,036.16 Check No.'s 22354 through 22398.
COUNCIL ACTION:

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 8, 2010

AGENDA ITEM: WSDOT SR 529 Bridge – Local Agency Detour Agreement	AGENDA SECTION: New Business	
PREPARED BY: John A. Cowling, PE, Assistant City Engineer	APPROVED BY:	
ATTACHMENTS: • Local Agency Agreement • Detour Map and Signage Layout	MAYOR	CAO
BUDGET CODE: N/A	AMOUNT: N/A	

DESCRIPTION:

Washington State Department of Transportation intends to replace the SR 529 Bridge over Ebey Slough commencing in 2010. To accommodate this construction, WSDOT needs the ability to have intermittent closures of SR 529 and detour traffic through City streets. City staff reviewed and discussed the proposed routing with WSDOT to ensure minimal disruption to our citizens. This agreement is necessary for WSDOT to utilize City streets for the proposed detour.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign the Local Agency Detour Agreement with WSDOT for the SR 529 Bridge Replacement project.
COUNCIL ACTION:

Washington State Department of Transportation

Local Agency Haul Road/Detour Agreement	Organization and Address City of Marysville 1049 State Avenue Marysville, WA 98270
Agreement Number HRD 1-0397	Section / Location SR 529, Ebey Slough Bridge Replacement
State Route Number: 529 / Control Section Number: 3103	
Region Northwest Region	Description of Roads or Streets City Streets - 1st Street and Cedar
Intended Use (Haul Road or Detour Road) Detour	
Vehicle Restrictions n/a	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, (hereinafter the "STATE") and the above named organization, (hereinafter the "LOCAL AGENCY").

WHEREAS, the STATE is planning the construction or improvement of a section of state highway as shown above, and

WHEREAS, in the construction of the project it is planned to use, for the purpose noted above, those LOCAL AGENCY roads or streets described above and as further detailed in red on the attached Exhibit "A", and

WHEREAS, it is anticipated that as a result of the use of these roads or streets, additional maintenance expense may be incurred by the LOCAL AGENCY.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I

The LOCAL AGENCY hereby agrees to the STATE's use of the roads or streets covered by this AGREEMENT subject to the conditions contained herein.

II

Immediately prior to the beginning of the STATE's use of the above described roads or streets, the parties to this AGREEMENT shall make a joint condition inspection and the STATE shall prepare a memorandum record of the condition of said roads or streets. The memorandum record shall include a statement of the extent and frequency of routine maintenance operations normally carried out by the LOCAL AGENCY on said roads or streets and may include photographs showing condition of the existing roadway.

III

The STATE agrees to reimburse the LOCAL AGENCY for the cost of additional routine maintenance and repairs, operations in excess of those enumerated in the record made under the provisions of Section II, made necessary by the STATE's project. The reimbursement for such additional routine maintenance and repairs shall be limited to the actual cost of such operations supported by proper records. Such costs are to be exclusive of all administrative and overhead costs and all charges for small tools.

IV

Upon completion of use of the roads or streets covered by this AGREEMENT, a joint inspection shall be made by the parties to determine the condition of said roads or streets. All maintenance and/or repairs shall be based upon the conditions of these roads or streets at the time of this completion inspection, taking into account the memorandum record made under Section II.

V

It is expressly understood that the STATE shall be responsible only for that extra maintenance and repairs of the LOCAL AGENCY's roads or streets occasioned by the project use. In the event of a dispute over the terms of this AGREEMENT and/or the extent of maintenance or repair work required to be performed, the dispute shall be submitted to the Secretary of Transportation for determination. In determining this responsibility the Secretary shall give consideration to the memorandum record provided for in Section II. The conclusions of the Secretary as to the extent and amount of such maintenance shall be final and conclusive as to all parties to this AGREEMENT.

VI

The LOCAL AGENCY agrees not to restrict below legal limits the size, weight, or speed of vehicles using the roads or streets covered by this AGREEMENT except as stated above under Vehicle Restrictions.

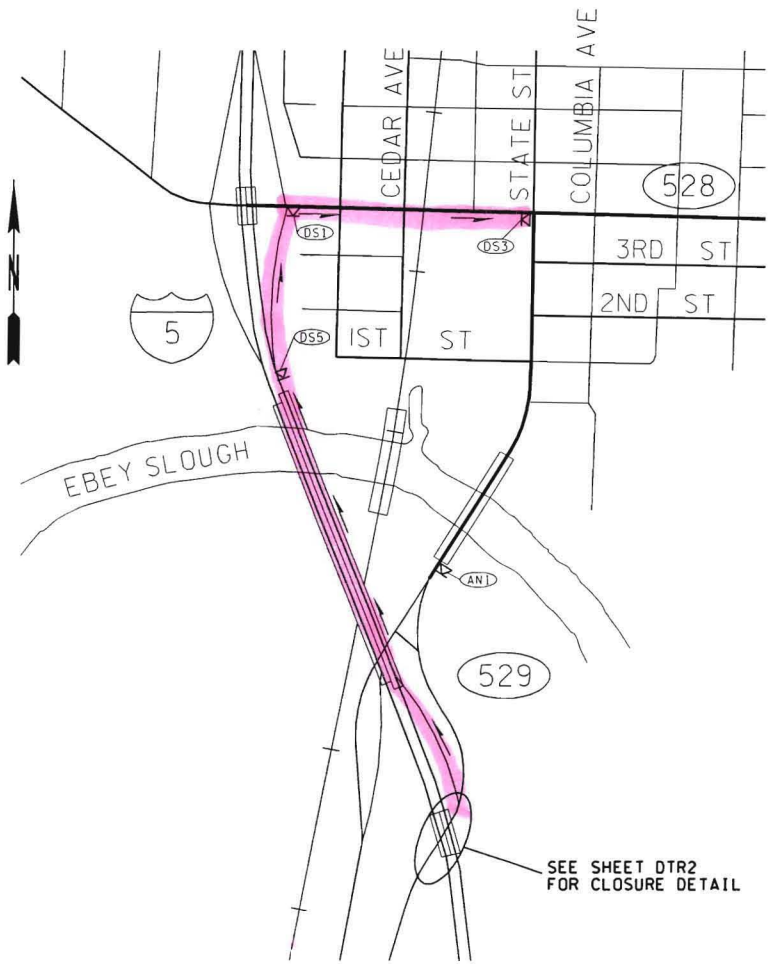
VII

No liability shall attach to the STATE or the LOCAL AGENCY by reason of entering into this AGREEMENT except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

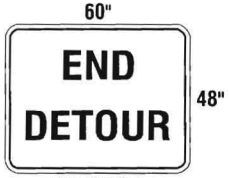
LOCAL AGENCY	**STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION**
By _____	By _____
Title _____	Title _____
Date _____	Date _____

DOT Form 224-014 EF
Revised 10/2001



M4-9R

DETOUR SIGN 1 (DS1)



M4-9 MOD

DETOUR SIGN 3 (DS3)

M4-9R MOD

DETOUR SIGN 5 (DS5)

R11-1501

ADVANCED NOTIFICATION SIGN 1 (AN1)
TO BE PLACED BY STATE
5 DAYS PRIOR TO CLOSURE

NOTES

1. Priority passage through work area for emergency vehicles shall be provided at all times.
2. Devices shall not encroach into adjacent lanes.

LEGEND

TRAFFIC SIGN

DETOUR ROUTE

NORTHBOUND CLOSURE DETOUR

FILE NAME	T:\412335\XL1137\CAD\PS&ESheets\XL1137_Detour_plans.dgn						
TIME	1:10:49 PM			REGION NO. 10	STATE WASH	FED.AID PROJ.NO.	
DATE	12/7/2009						
PLOTTED BY	fraencm			JOB NUMBER			
DESIGNED BY	T. LA BOLLE						
ENTERED BY	T. LA BOLLE						
CHECKED BY	K. EZEOKEKE			CONTRACT NO.		LOCATION NO.	
PROJ. ENGR.	S. SHAKLAWUN						
REGIONAL ADM.	L. ENG	REVISION	DATE	BY			

P.E. STAMP BOX DATE

P.E. STAMP BOX DATE

Washington State Department of Transportation

SR 529
BRIDGE 529/25 - REPLACE BRIDGE

DETOUR PLAN

PLOT1 DTR1

SHEET 180 OF SHEETS

CHANNELIZING DEVICE SPACING		
POSTED SPEED (MPH)	IN TAPER (FEET)	IN TANGENT (FEET)
50 / 70	40	80
35 / 45	30	60
25 / 30	20	40

MINIMUM TAPER LENGTH = L (FEET)								
LANE WIDTH (FEET)	POSTED SPEED (MPH)							
	25	30	35	40	45	50	55	60
10	105	150	205	270	450	500	550	-
11	115	165	225	294	495	550	605	660
12	125	180	245	320	540	600	660	720

SIGN SPACING = X (1)		
RURAL HIGHWAYS	60 / 65 MPH	800' ±
RURAL ROADS	45 / 55 MPH	500' ±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' ± (2)
URBAN STREETS	25 MPH OR LESS	100' ± (2)
ALL SIGNS ARE BLACK ON ORANGE UNLESS DESIGNATED OTHERWISE		

(1) ALL SIGN SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMPS, AT-GRADE INTERSECTIONS, AND DRIVEWAYS.

(2) THIS SIGN SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

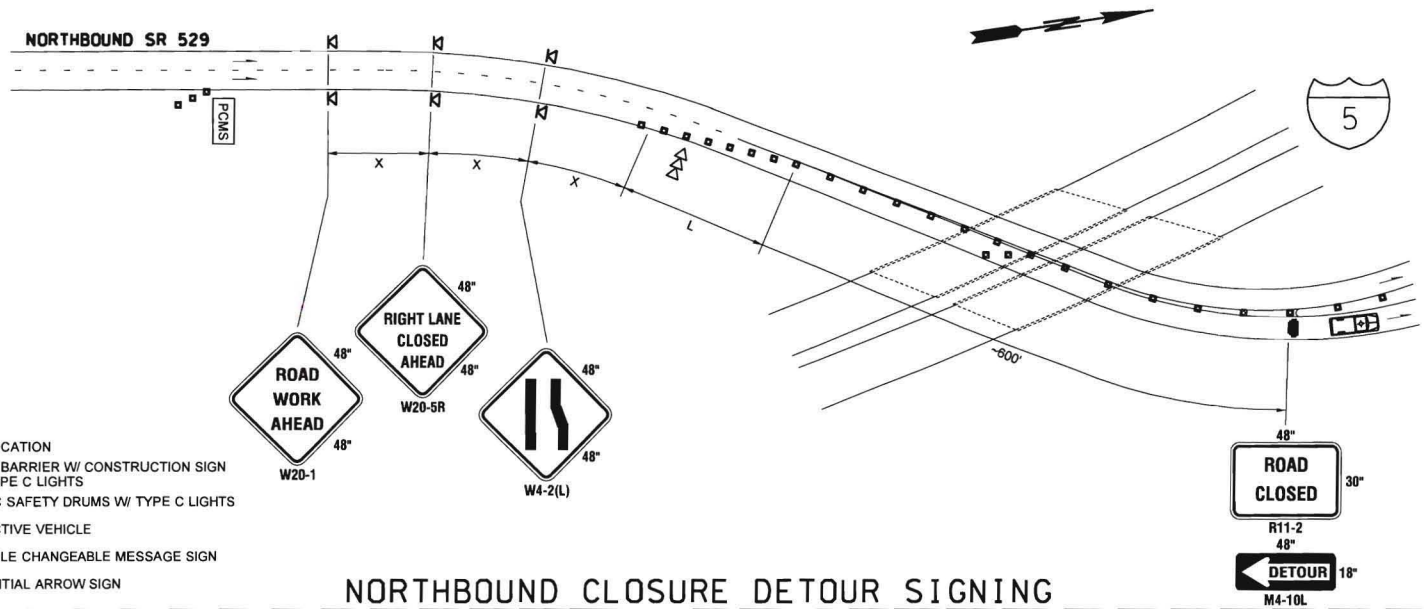
NOTES

1. A Protective Vehicle is recommended regardless if a Truck Mounted Attenuator (TMA) is available; a work vehicle may be used. When no TMA is used, the Protective Vehicle shall be strategically located to shield workers, with no specific Roll-Ahead distance.
2. Devices shall not encroach into adjacent lanes.
3. Extend device taper (L/3) across shoulder ~ recommended.
4. Portable Changeable Message Sign (PCMS
5. Use Transverse Devices in closed lane every 500'+/-

BUFFER DATA	
TYPICAL PROTECTIVE VEHICLE WITH TMA (SEE NOTE 1)	
VEHICLE TYPE	LOADED WEIGHT
4 YARD DUMP TRUCK, SERVICE TRUCK, FLAT BED, ETC.	MINIMUM WEIGHT 15,000 LBS. (MAXIMUM WEIGHT SHALL BE IN ACCORDANCE WITH MANUFACTURER RECOMMENDATION)
ROLL AHEAD STOPPING DISTANCE = 30 FEET MIN. (DRY PAVEMENT ASSUMED)	

PCMS SAMPLE MESSAGE	
1	2
SR 529 CLOSED AHEAD	USE I-5 DETOUR ROUTE
1.5 SEC	1.5 SEC

FIELD LOCATE 1 MILE ±, IN ADVANCE OF LANE CLOSURE



LEGEND

- SIGN LOCATION
- TYPE III BARRIER W/ CONSTRUCTION SIGN AND TYPE C LIGHTS
- TRAFFIC SAFETY DRUMS W/ TYPE C LIGHTS
- PROTECTIVE VEHICLE
- PCMS — PORTABLE CHANGEABLE MESSAGE SIGN
- SEQUENTIAL ARROW SIGN

NORTHBOUND CLOSURE DETOUR SIGNING

FILE NAME	T:\412335\XL1137\CAD\PS&ESheets\XL1137_Detour_plans.dgn				
TIME	2:03:17 PM				
DATE	12/10/2009				
PLOTTED BY	fraencm				
DESIGNED BY	T. LA BOLLE				
ENTERED BY	T. LA BOLLE				
CHECKED BY	K. EZEOKEKE				
PROJ. ENGR.	S. SHAKLAWUN				
REGIONAL ADM.	L. ENG	REVISION	DATE	BY	

REGION NO. 10 | STATE WASH | FED.AID PROJ.NO.

JOB NUMBER

CONTRACT NO. | LOCATION NO.

P.E. STAMP BOX DATE | P.E. STAMP BOX DATE

Washington State Department of Transportation

SR 529
BRIDGE 529/25 - REPLACE BRIDGE

DETOUR PLAN

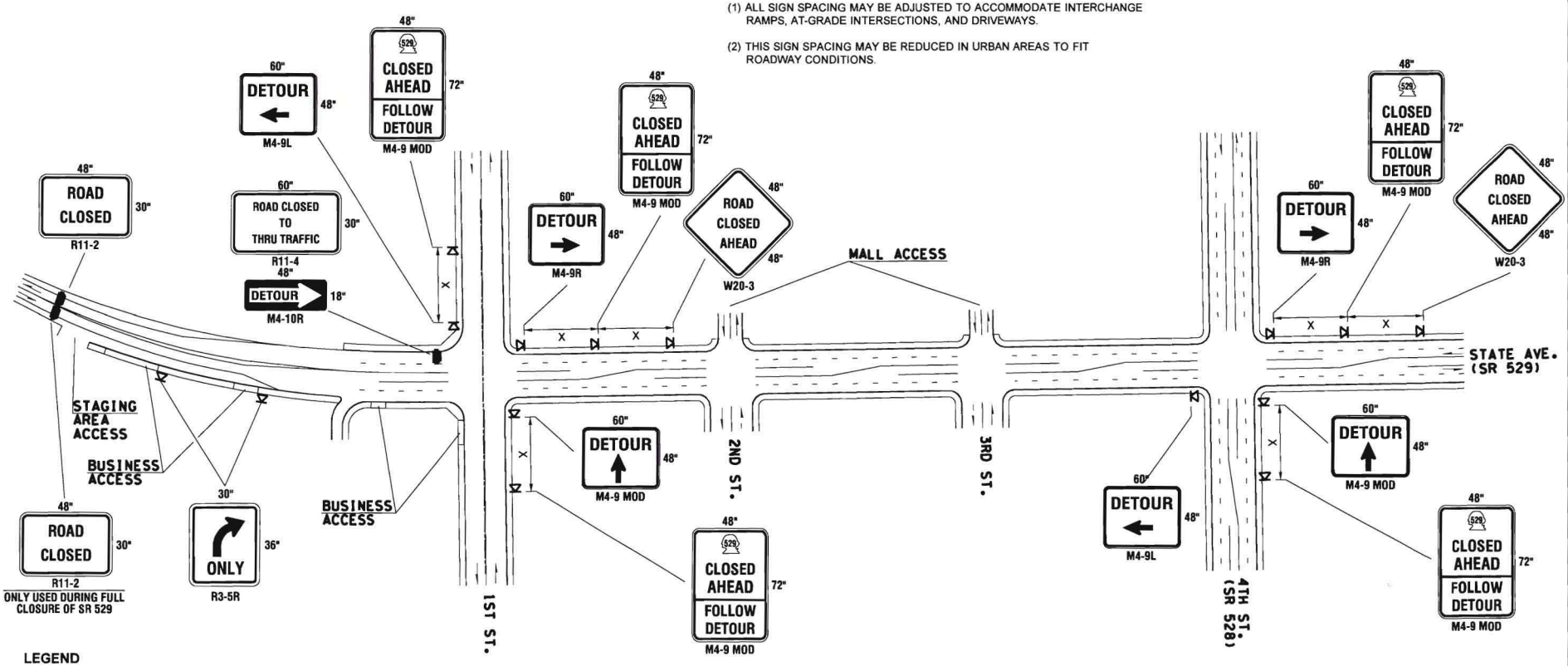
PLOT2 DTR2

SHEET 181 OF SHEETS

SIGN SPACING = X (1)		
RURAL HIGHWAYS	60 / 65 MPH	800' ±
RURAL ROADS	45 / 55 MPH	500' ±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' ± (2)
URBAN STREETS	25 MPH OR LESS	100' ± (2)
ALL SIGNS ARE BLACK ON ORANGE UNLESS DESIGNATED OTHERWISE		

(1) ALL SIGN SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMPS, AT-GRADE INTERSECTIONS, AND DRIVEWAYS.

(2) THIS SIGN SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.



LEGEND

SIGN LOCATION

TYPE III BARRIER W/ CONSTRUCTION SIGN AND TYPE C LIGHTS

SOUTHBOUND CLOSURE DETOUR SIGNING

FILE NAME	T:\412335\XL1137\CAD\PS&ESheets\XL1137_Detour_plans.dgn				REGION NO. 10	STATE WASH	FED.AID PROJ.NO.	Washington State Department of Transportation	SR 529 BRIDGE 529/25 - REPLACE BRIDGE	PLOT12 DTR4
TIME	2:03:35 PM				JOB NUMBER					
DATE	12/10/2009									SHEET 183 OF SHEETS
PLOTTED BY	fraencm									
DESIGNED BY	T. LA BOLLE				CONTRACT NO.		LOCATION NO.			
ENTERED BY	T. LA BOLLE									
CHECKED BY	K. EZEOKEKE									
PROJ. ENGR.	S. SHAKLAMUN									
REGIONAL ADM.	L. ENG	REVISION	DATE	BY				P.E. STAMP BOX DATE / P.E. STAMP BOX DATE	DETOUR PLAN	

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 8, 2010

AGENDA ITEM: WSDOT SR 529 Bridge – Utility Construction Agreement – Luminaires.	AGENDA SECTION: New Business	
PREPARED BY: John A. Cowling, PE, Assistant City Engineer	APPROVED BY:	
ATTACHMENTS: • Utility Construction Agreement UT 01456 • Scope of Work • Cost Estimate • Exhibits	MAYOR	CAO
BUDGET CODE: N/A	AMOUNT: $172,846.67	

DESCRIPTION:

As part of the SR 529 Bridge replacement the City requested WSDOT include in their plans, specifications and estimate provision for decorative lighting along the bridge to ensure the pedestrian walkways are laminated. The selected luminaires are similar to the existing pedestrian luminaires along State Avenue and will be furnished with LED light fixtures. The total cost estimate for this work including contingency and WA State Sales tax is $172,846.67. Out of this total estimated cost WSDOT requires an Advance Payment of $17,285 which will be credited to future project payments once construction begins. The attached agreement is necessary to accommodate this work by WSDOT's contractor.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign the Utility Construction Agreement with WSDOT for the SR 529 Bridge Replacement project.
COUNCIL ACTION:

UT 01456
UTILITY CONSTRUCTION AGREEMENT
WORK BY STATE
ESTIMATED COST

Agreement Number: UT 01456

Organization and Address:
City of Marysville
80 Columbia Avenue
Marysville, WA 98270

Project Title & Control Section Number:
SR 529 Ebey Slough Bridge – Replace Bridge, Milepost 5.98 to Milepost 6.50
Control Section: 3103

Region: Northwest Region

Advance Payment Amount: $17,285

This Agreement is made and entered into between the STATE OF WASHINGTON Department of Transportation, hereinafter the "STATE", and the above named utility, hereinafter the "CITY."

WHEREAS, the STATE is planning to construct a fixed bridge to replace the existing moveable bridge number 529/25 on SR 529 over Ebey Slough in Marysville, Snohomish County, and

WHEREAS, the CITY has requested the STATE to design and construct the electrical circuitry, decorative luminaires, and irrigation system, hereinafter the "Decorative Luminaires," and

WHEREAS, The "Work" shall be defined as all materials, design, and construction engineering, labor, testing, inspection, administration, documentation, and any other resources required to install the CITY's Decorative Luminaires within the STATE's right of way for this project, and

WHEREAS, due to the CITY's proposed installations being present within the STATE's right of way for this project, the CITY is responsible for the actual construction costs for the new installations, as estimated in Exhibit "B" Cost Estimate, and

WHEREAS, the parties agree to execute General Maintenance Agreement GM 1543 within 90 days of signing this agreement to provide for each party's responsibilities and costs necessary to maintain the Decorative Luminaires, and

WHEREAS, the estimated cost to install the Decorative Luminaires onto the proposed bridge is presented in Exhibit "B", Cost Estimate and herein made a part of this agreement, and

WHEREAS, the general layout and installation of the Decorative Luminaires is shown in the attached Exhibit "C" plan sheets, herein made a part of this agreement, and

WHEREAS, the STATE and CITY have successfully negotiated the scope (See Exhibit "A") and estimated costs of the Work (See Exhibit "B"), to be installed by the STATE's contractor, at the CITY's expense, as set forth in this Agreement.

NOW THEREFORE, pursuant to Chapter 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PLANS, SPECIFICATIONS, CONSTRUCTION, INSPECTION AND WORK ACCEPTANCE

1.1 The CITY agrees to have the STATE's contractor do the Work of installing and connecting the luminaires and the water irrigation system to the electrical services. This will also include connecting the existing water line to the irrigation system at tie-in points indicated on the Exhibit "C" plan sheets. The cost of the Work is estimated in Exhibit "B" and plans marked as Exhibit "C" attached hereto, and by this reference made a part of this Agreement.

1.2 The CITY hereby approves the Cost Estimate as shown in Exhibit "B" and the plans and specifications for the Work as shown in Exhibit "C".

1.3 The CITY may, if it desires, furnish an inspector on the project. Any costs for such inspection will be borne solely by the CITY. All contact between said inspector and the STATE's contractor shall be through the STATE's Project Engineer.

1.4 The CITY shall, within fifteen (15) working days of being notified that the work is completed: (a) deliver a letter of acceptance to the STATE which shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the CITY Work under this Agreement, or (b) deliver to the STATE written notification listing all reasons for withholding acceptance.

1.5 If the CITY does not respond within thirty (30) working days, the Work will be deemed accepted by the CITY, and the STATE shall be released from all future claims and demands resulting from the performance of the CITY Work under this Agreement.

2. FINANCIAL RESPONSIBILITY AND PAYMENT

2.1 An itemized cost estimate for the Work to be performed by the STATE under this Agreement, marked Exhibit "B" is attached hereto, and by this reference made a part of this Agreement.

2.2 The CITY, in consideration of the faithful performance of the Work to be done by the STATE, agrees to reimburse the STATE for the actual direct costs and the related indirect cost of all work which is the financial responsibility of the CITY as defined in Exhibits "A" and "B".

2.3 The CITY agrees to make payment to the STATE, to cover costs incurred, within thirty (30) days of receipt of an invoice from the STATE. The Parties agree that any payment will not constitute agreement as to the appropriateness of any item and that, at the time of final invoice, all required adjustments will be made and reflected in a final payment.

2.4 The CITY agrees to pay the STATE the "Advance Payment Amount" stated above within twenty (20) days after the STATE submits its first partial payment request to the CITY. The advance payment represents ten (10) percent of the estimate of cost for which the CITY is responsible. The advance payment is to be carried throughout the life of the Work with final adjustment made in the final invoice.

3. EXTRA WORK

3.1 In the event of an increase in the CITY's cost obligation of 25 percent or more from that agreed to on Exhibit B, the Parties will work together and amend this Agreement to cover said increase.

3.2 In the event it is determined that any change from the Scope of Work contained in this Agreement is required, approval must be secured from the CITY prior to the beginning of such work. The CITY shall respond to approval requests within 2 working days of receiving notice for approval whether verbal or written. Provided, however, that if the change is substantial, the CITY's written approval must be secured, and the CITY shall have 5 days to respond. Reimbursement for increased work and/or a substantial change in the Scope of Work shall be limited to costs covered by a written modification, change order, or extra work order approved by the STATE.

4. LEGAL RELATIONS

4.1 To the extent authorized by law, the CITY and STATE shall indemnify and hold harmless one another and their employees, and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against the one Party arising out of, in connection with, or incident to the other Party's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the CITY and (b) the STATE, their employees, and/or officers, or involves those actions covered by
RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the CITY or STATE; and provided further, that nothing herein shall require the CITY or STATE to hold harmless or defend the other or its employees and/or officers from any claims arising from that Party's sole negligence or that of its employees and/or officers. The terms of this section shall survive the termination of this Agreement.

5. GENERAL PROVISIONS

5.1 Indemnification: The CITY shall indemnify and hold harmless the STATE and its agents, employees, and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against the STATE and its agents, employees and/or officers, arising out of, in connection with, or incident to the Work performed by the CITY pursuant to the terms of this Agreement. Provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the CITY and (b) the STATE, its agents, employees, and/or officers, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the intentional or negligent acts or omissions of the CITY, and Provided further, that nothing herein shall require the CITY to hold harmless or defend the STATE, its agents, employees, and/or officers from any claims arising from the sole negligence of the STATE, its agents, employees, and/or officers. This indemnification shall survive any termination of this Agreement.

5.2 Disputes: If a dispute occurs between the CITY and the STATE at any time during the performance of the Work, the Parties agree to negotiate at the management level to resolve any issues. Should such negotiations fail to produce a satisfactory resolution, the Parties agree to enter into arbitration and/or mediation before proceeding to any other legal remedy. Each Party shall be responsible for its own fees and costs. The Parties agree to equally share in the cost of a mediator or arbiter.

5.3 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in a court with appropriate jurisdiction situated in Snohomish County, Washington, unless the filing in Snohomish County conflicts with the provisions of RCW 47.28.120.

5.4 Termination: Neither the STATE nor the CITY may terminate this Agreement without the concurrence of the other Party. Termination shall be in writing and signed by both Parties.

5.5 Amendments: This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless put in writing and signed by persons authorized to bind each of the Parties.

5.6 Independent Contractor: Both Parties shall be deemed independent contractors for all purposes, and the employees of each Party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other Party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last written below.

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	**CITY OF MARYSVILLE**
By:_____	By:_____
Print:_____	Print:_____
Title:_____	Title:_____
Date:_____	Date:_____

UT 01456
UTILITY CONSTRUCTION AGREEMENT
WORK BY STATE

EXHIBIT "A"
SCOPE OF WORK, SPECIFICATIONS and SPECIAL PROVISIONS

The Work under this Agreement provides for the STATE, through its construction contractor, to construct the STATE's project, which will include installation and inspection of the CITY's Decorative Luminaires with electrical system and irrigation system on the proposed bridge.

1. SCOPE OF WORK

The STATE's design team will produce project plans, specifications and cost estimates for the CITY's Work to be included in the STATE's project. The design, as it relates to the Work, will be required to meet or exceed the STATE's requirements for its SR 529 – Ebey Slough Bridge – Replace Bridge project. The design will also be required to meet or exceed the CITY's design requirements.

The STATE will design and, through its construction contractor, shall construct, inspect, review, and approve as necessary to finalize the construction of the Work. The Work is defined as installation of a series of 14 luminaires with electrical circuitry and an irrigation system for planter baskets that will hang from the luminaire poles.

The proposed electrical circuitry will connect into an existing electrical power source owned by the CITY. The proposed irrigation system will connect into an existing water system owned by the CITY.

2. SPECIFICATIONS

2.1 The Work will be designed according to both the STATE's current Standard Specifications, Special Provisions and Specifications and amendments thereto, and also to the CITY's Standard Specifications unless otherwise noted.

3. WORK BY THE CITY

3.1 The CITY shall furnish the CITY Standards, field engineering support, and inspection labor. The CITY's inspector and field engineers shall communicate and coordinate only with the STATE's Project Engineer and/or inspectors as designated by the STATE's Project Engineer.

4. WORK BY STATE

4.1 The STATE shall require the CITY's engineering representative to approve in writing the newly installed Decorative Luminaires including the electrical and irrigation systems upon completion of the STATE's project and to take control of ownership, operation, and maintenance of the facility.

UTILITY CONSTRUCTION AGREEMENT NO. 01456
EXHIBIT "B"
WORK BY STATE, COST ESTIMATE
City of Marysville
SR 529 - Ebey Slough Bridge - Replace Bridge with Fixed Span

Bridge Lighting

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Ped Pole	14	EA	$1,500.00	$21,000.00
2	LED Fixture	14	EA	$1,200.00	$16,800.00
3	Conduit and J-Boxes	1	LS	$40,000.00	$40,000.00
4	Trenching and Installation	1	LS	$30,000.00	$30,000.00
5	Sub-Total				$107,800.00

Bridge Irrigation

Item	Description	Quantity	Unit	Unit Price	Total Price
6	1" Irrigation Hose	1400	LF	$0.50	$700.00
7	3" Irrigation Hose	1400	LF	$2.00	$2,800.00
8	Sub-total				$3,500.00

Totals

Item	Description	Quantity	Unit	Unit Price	Total Price
9	Total (Bridge Lighting and Irrigation)				$111,300.00
10	Mobilization	10%	LS		$11,130.00
11	Sub-Total				$122,430.00
12	Sales Tax @ 8.6%	8.60%			$10,528.98
13	Sub-Total				$132,958.98
14	Contingency	15%			$19,943.85
15	WSDOT	15%			$19,943.85
16	**Agreement Total**				$172,846.67

Washington State Department of Transportation

Agreement Edit Information

Return this form and original executed agreement to HQ Accounting Services

Agreement Review ◉ Region Approved and Executed ○ HQ Agreement Review Transmittal Required	**Agreement Number** **UT 01456**	**Supplement Number**
Agreement Retention ◉ Retain Agreement for six (6) years after closure ○ Retain Agreement for Twenty-Five (25) years after closure ○ Agreement requires permanent retention (75 years)	Agreement Manager Janice Fahning	Region Northwest

Payor/Payee Name and Address John A. Cowling City of Marysville 80 Columbia Avenue Marysville, WA 98270	Org. Code 412337	**All Reports will be sent to this Organization Number**
	Start Date 3/17/2010	**Vouchers will not be paid for work performed before this date**
Federal Employer ID Number *OR* Social Security Number 91-6001459	End Date 12/31/2011	**Vouchers will not be paid for work performed after this date**

Project Title

SR - 529 Ebey Slough Bridge - Replace Bridge

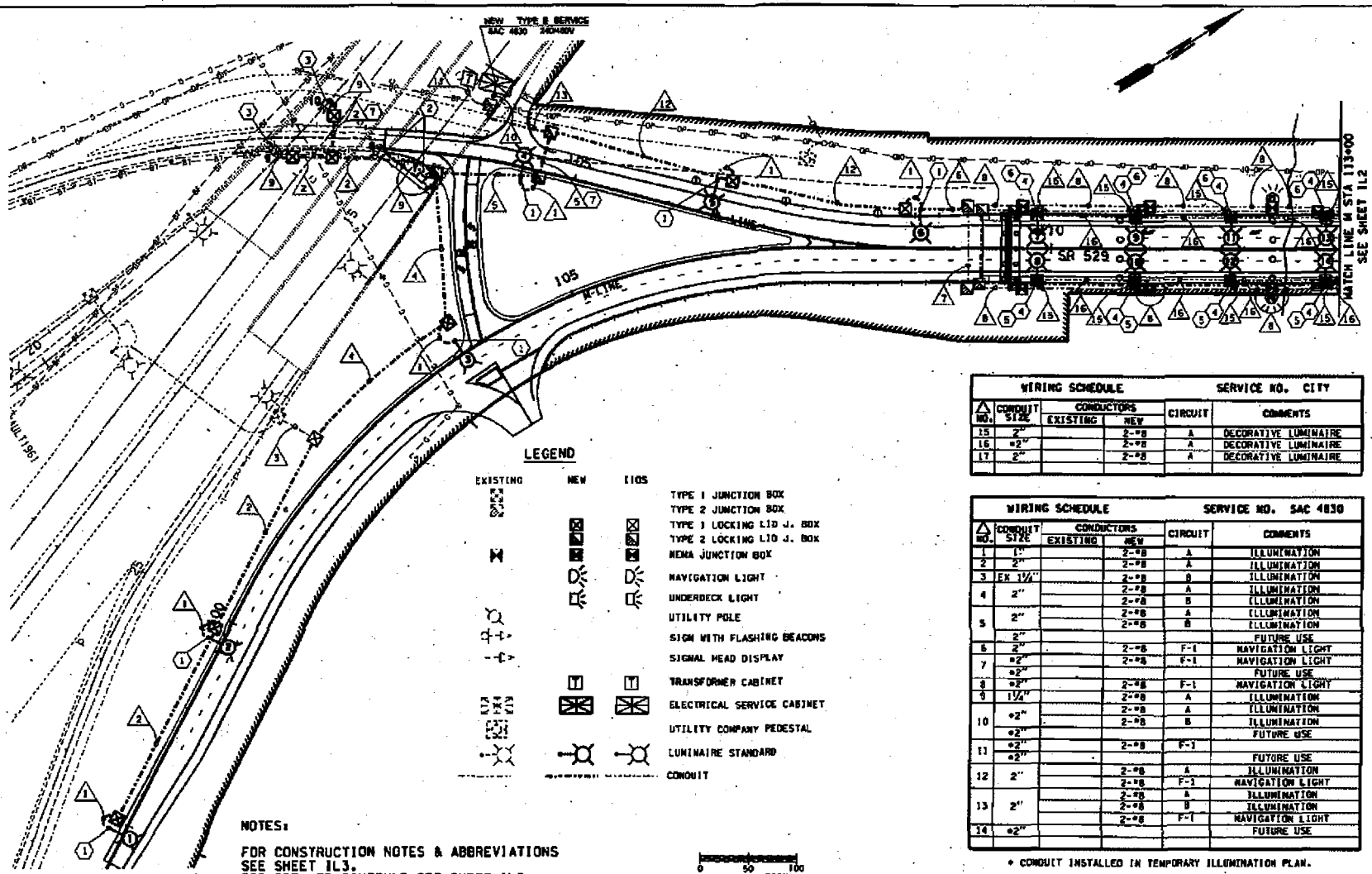
Project Description

Install decorative luminaires onto the proposed bridge with conduit and wiring to be designed by the STATE and installed by the STATE's contractor. Design and install an irrigation system within the proposed bridge to irrigate planter boxes to be hung from the luminaires.

Payable Agreement **Work by Others to be PAID by WSDOT**	**Reimbursable Agreement** **Work by WSDOT to be REIMBURSED by OTHERS**
Maximum Amount Payable	Amount Reimbursable to WSDOT $172,846.67
Management Reserve Fund (Funds setup when requested)	Reciprocal Overhead Agreement Number (If applicable)
Allowed Overrun Percent	Allowed Overrun Percent 25%

Preparer's Signature	Date	Phone
	1/29/2010	206-440-4136

DOT Form 130-005 EF
Revised 10/2008



WIRING SCHEDULE				SERVICE NO. CITY	
NO.	CONDUIT SIZE	CONDUCTORS EXISTING	CONDUCTORS NEW	CIRCUIT	COMMENTS
15	2"		2-#8	A	DECORATIVE LUMINAIRE
16	*2"		2-#8	A	DECORATIVE LUMINAIRE
17	2"		2-#8	A	DECORATIVE LUMINAIRE

WIRING SCHEDULE				SERVICE NO. SAC 4830	
NO.	CONDUIT SIZE	CONDUCTORS EXISTING	CONDUCTORS NEW	CIRCUIT	COMMENTS
1	1"		2-#8	A	ILLUMINATION
2	2"		2-#8	A	ILLUMINATION
3	EX 1½"		2-#8	B	ILLUMINATION
4	2"		2-#8	A	ILLUMINATION
			2-#8	B	ILLUMINATION
5	2"		2-#8	A	ILLUMINATION
			2-#8	B	ILLUMINATION
	2"				FUTURE USE
6	2"		2-#8	F-1	NAVIGATION LIGHT
7	*2"		2-#8	F-1	NAVIGATION LIGHT
	*2"				FUTURE USE
8	*2"		2-#8	F-1	NAVIGATION LIGHT
9	1¼"		2-#8	A	ILLUMINATION
10	*2"		2-#8	A	ILLUMINATION
			2-#8	B	ILLUMINATION
	*2"				FUTURE USE
11	*2"		2-#8	F-1	
	*2"				FUTURE USE
12	2"		2-#8	A	ILLUMINATION
			2-#8	F-1	NAVIGATION LIGHT
13	2"		2-#8	A	ILLUMINATION
			2-#8	B	ILLUMINATION
			2-#8	F-1	NAVIGATION LIGHT
14	*2"				FUTURE USE

* CONDUIT INSTALLED IN TEMPORARY ILLUMINATION PLAN.

NOTES:

FOR CONSTRUCTION NOTES & ABBREVIATIONS SEE SHEET IL3.
FOR BREAKER SCHEDULE SEE SHEET IL2.

FILE NAME	C:\Microstation\Wsdot\DGN\1137_Ebey Slough Br 529-2291137_NewICADM_1137.dgn
TIME	10:11:13 AM
DATE	12/17/2009
PLOTTED BY	Bonnie
DESIGNED BY	S. KOV
DRAWN BY	S. KOV
CHECKED BY	A. BOSTOWFY
PROJ. ENGR.	D. DO
REGIONAL ADM.	L. ENG

REVISION | DATE | BY

REGION NO. 10 | STATE WASH | JOB NUMBER A52908E

FED.AID PROJ.NO.

Washington State Department of Transportation

SR 529
SR 529/EBEY SLOUGH BRIDGE
REPLACE BRIDGE

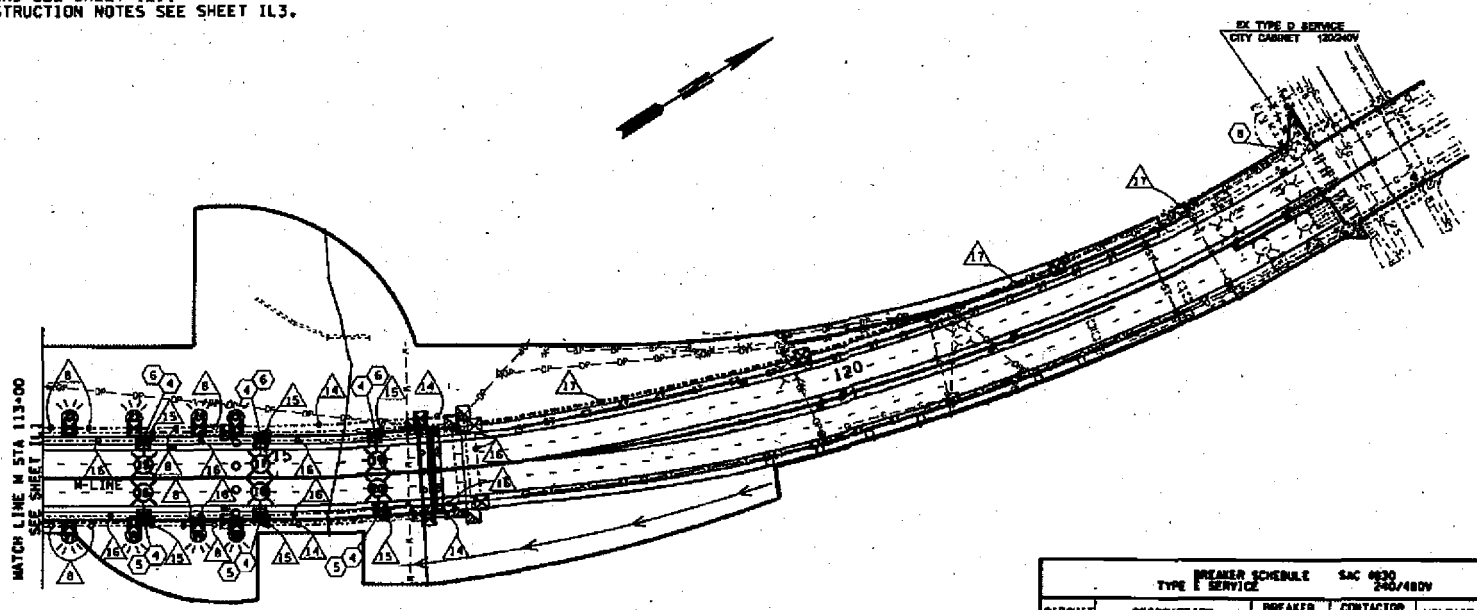
ILLUMINATION PLAN

Plot 1
PLAN SHEET NO. IL1
PAGE 104 OF 233 PAGES

EXHIBIT "C-1"

NOTES:

FOR LEGEND SEE SHEET IL1.
FOR CONSTRUCTION NOTES SEE SHEET IL3.



WIRING SCHEDULE				SERVICE NO. SAC 4830	
NO.	CONDUIT SIZE	CONDUCTORS EXISTING	CONDUCTORS NEW	CIRCUIT	COMMENTS
8	ø2"		2-#8	F-1	NAVIGATION LIGHT
14	ø2"				FUTURE USE

WIRING SCHEDULE				SERVICE NO. CITY	
NO.	CONDUIT SIZE	CONDUCTORS EXISTING	CONDUCTORS NEW	CIRCUIT	COMMENTS
15	2"		2-#8	A	DECORATIVE LUMINAIRE
16	ø2"		2-#8	A	DECORATIVE LUMINAIRE
17	2"		2-#8	A	DECORATIVE LUMINAIRE

BREAKER SCHEDULE SAC 4830
TYPE E SERVICE 240/480V

CIRCUIT	DESCRIPTION	BREAKER RATING	CONTACTOR RATING	VOLTAGE	LOAD (KVA)
---	MAIN	200 AMP	---	---	---
A	ILLUMINATION A	30 AMP	30 AMP	480	3.17
B	ILLUMINATION B	30 AMP	30 AMP	480	2.64
C	ILLUMINATION C	30 AMP	30 AMP	480	0.0
D	ILLUMINATION D	30 AMP	30 AMP	480	0.0
E	ILLUMINATION E	30 AMP	30 AMP	480	0.0
F	EXTERNAL TRANSFORMER	20 AMP	N/A	480	5.0
G	SPARE	20 AMP	N/A	480	0.0
H	SPARE	20 AMP	N/A	480	0.0
I	INTERNAL TRANSFORMER	20 AMP	N/A	480	---
I1	TRANSFORMER SECONDARY	35 AMP	N/A	120	---
I-1	GFCI	20 AMP	N/A	120	1.8
I-2	HEAT STRIP	15 AMP	N/A	120	0.1
I-3	PHOTOCELL	15 AMP	N/A	120	0.001
BUSSWORK SHALL BE RATED AT 250 AMP MINIMUM			PEAK		15.48
			CONTINUOUS		13.68

0 50 100
SCALE IN FEET

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TIME	10:11:15 AM
DATE	12/14/2000
PLOTTED BY	Jeove
DESIGNED BY	S. KOV
ENTERED BY	S. KOV
CHECKED BY	A. MOSTOWFY
PROJ. ENGR.	D. DO
REGIONAL ADM.	L. ENG

REVISION | DATE | BY

REGION NO. 10 | STATE WASH | FEDERAL AID PROJ. NO.
JOB NUMBER A3290BE

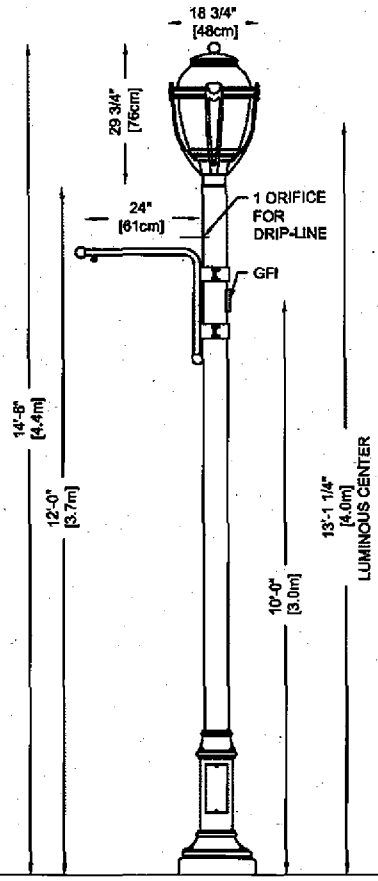
Washington State Department of Transportation

SR 529
SR 529/EBEY SLOUGH BRIDGE
REPLACE BRIDGE

ILLUMINATION PLAN

Plot 2
PLAN SHEET NO. IL2
105 OF 233 SHEETS

EXHIBIT "C-2"



LUMINAIRE SPECIFICATIONS:
CATALOG NO.: CP3289-F3AP-VS3AP-S12-41W350DC2870L5000K-240-RAL7022TX
GLOBE MAT'L: HIGH-IMPACT ACRYLIC POND FINISH
IES CLASSIFIC: TYPE III
WATTAGE: 41 WATTS
LIGHT SOURCE: LED
LINE VOLTAGE: 240 VOLTS
DRIVER: MOUNTED ON A STAINLESS STEEL QUICK RELEASE TRAY.
ALL COMPONENTS SHALL HAVE MOLEX QUICK CONNECTORS.
DRIVER, LED, TESTED AT FACTORY
POLE ADAPTOR: FITTER WITH SQUARE HEAD BOLTS
IP66 WEATHERPROOF LUMINAIRE WITH "V" GROOVE SILICONE GASKET

POLE SPECIFICATIONS:
CATALOG NO.: CP0865-12-SA-RAL7022TX-GFI-BP3524AP/S1-TN43
MATERIAL: 5" ROUND SHAPE, HIGH TENSILE STRENGTH STEEL TUBING
POLE HEIGHT: 12'-0"
ANCHOR BOLTS: (4) 3/4" x 20"
BOLT CIRCLE: 11 1/2"
GFI: DUPLEX RECEPTACLE, GROUND FAULT INTERRUPTER
BP3524AP/S1: REMOVABLE PLANT SUPPORT MADE OF STEEL ROD WITH CLAMP
BASE COVER: TWO-PIECE COVER MADE OF ALUMINUM WITH AN ACCESS DOOR
POLE COORDINATION WITH 1 ORIFICE FOR DRIP-LINE

ALL NON ELECTRICAL HARDWARE SHALL BE STAINLESS STEEL

COLOR & FINISH: TEXTURED POWDER COAT UMBRA GREY
PAINT WARRANTY: 5 YEARS

Cyclone LIGHTING TEL 450 436 5500 FAX 450 436 3011	City of Marysville, LED option CP3289 SPECIFICATION	Drawing #: CP3289 - P1001	PAGE 1
	Date: NOV 3, 2009 / Scale: 3/8"=1'-0" / Designer: F.RICARD	Revision:	

EXHIBIT "C-4"

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 8, 2010

AGENDA ITEM: WSDOT SR 529 Bridge – Utility Construction Agreement - Watermain	AGENDA SECTION: New Business	
PREPARED BY: John A. Cowling, PE, Assistant City Engineer	APPROVED BY:	
ATTACHMENTS: • Utility Construction Agreement UT 01441 • Scope of Work • Cost Estimate • Exhibits	MAYOR	CAO
BUDGET CODE: 40220594.563000 W0807	AMOUNT: $267,772.58	

DESCRIPTION:

As part of the SR 529 Bridge replacement the City is required to relocate existing watermain infrastructure to accommodate the SR 529 realignment and drainage facilities. The total cost estimate for this work including contingency and WA State Sales tax is $267,772.58. Out of this total estimated cost WSDOT requires an Advance Payment of $26,777.26 which will be credited to future project payments once construction begins. The attached agreement is necessary to accommodate this work by WSDOT's contractor.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign the Utility Construction Agreement with WSDOT for the SR 529 Bridge Replacement project.
COUNCIL ACTION:

UT 01441
UTILITY CONSTRUCTION AGREEMENT
WORK BY STATE

Agreement Number: UT 01441

Organization and Address:
City of Marysville
80 Columbia Avenue
Marysville, WA 98270

Project Title & Control Section Number:
SR 529 Ebey Slough Bridge – Replace Bridge, Milepost 5.98 to Milepost 6.50
Control Section: 3103

Region: Northwest Region

Advance Payment Amount: $26,777.26

This Agreement is made and entered into between the STATE OF WASHINGTON Department of Transportation, hereinafter the "STATE", and the above named utility, hereinafter the "CITY."

WHEREAS, the STATE is planning to construct a fixed bridge to replace the existing moveable bridge number 529/25 on SR 529 over Ebey Slough in Marysville, Snohomish County, and

WHEREAS, the CITY desires to relocate its water line north of the proposed bridge within the STATE's right of way for this project, and

WHEREAS, due to the CITY's proposed installations being present within the STATE's right of way for this project, the CITY is responsible for the actual construction costs for the new installations, as estimated in Exhibit "B" Cost Estimate, and

WHEREAS, the STATE and CITY have successfully negotiated the scope (See Exhibit "A") and estimated costs of the Work (See Exhibit "B"), to be installed by the STATE's contractor, at the CITY's expense, as set forth in this Agreement,

NOW THEREFORE, pursuant to Chapter 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PLANS, SPECIFICATIONS, CONSTRUCTION, INSPECTION AND WORK ACCEPTANCE

1.1 The "Work" shall be defined as all materials, construction engineering, labor, testing, potholing, inspection, administration, documentation, and any other resources required to relocate the CITY's water line within the STATE's right of way for this project.

1.2 The CITY agrees to have the STATE's contractor do the Work in relocating the water line. This will include constructing and installing the new line as well as transfer to the existing line at tie-in points indicated on the Exhibit "C" plan sheets. The cost of the Work is estimated in Exhibit "B" and plans marked as Exhibit "C" attached hereto, and by this reference made a part of this Agreement.

1.3 The CITY hereby approves the Cost Estimate as shown in Exhibit "B" and the plans and specifications for the Work as shown in Exhibit "C".

1.4 The CITY may, if it desires, furnish an inspector on the project. Any costs for such inspection will be borne solely by the CITY. All contact between said inspector and the STATE's contractor shall be through the STATE's Project Engineer.

1.5 The CITY shall, within fifteen (15) working days of being notified that the work is completed: (a) deliver a letter of acceptance to the STATE which shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the CITY Work under this Agreement, or (b) deliver to the STATE written notification listing all reasons for withholding acceptance.

1.6 If the CITY does not respond within thirty (30) working days, the Work will be deemed accepted by the CITY, and the STATE shall be released from all future claims and demands resulting from the performance of the CITY Work under this Agreement.

2. FINANCIAL RESPONSIBILITY

2.1 An itemized cost estimate for the Work to be performed by the STATE under this Agreement, marked Exhibit "B" is attached hereto, and by this reference made a part of this Agreement.

2.2 The CITY, in consideration of the faithful performance of the Work to be done by the STATE, agrees to reimburse the STATE for the actual direct costs and the related indirect cost shown as Contingency 15% and Engineering Support 15%, of all work which is the financial responsibility of the CITY as defined in Exhibits "A" and "B".

2.3 The CITY agrees to make payment to the STATE, to cover costs incurred, within thirty (30) days of receipt of an invoice from the STATE. The Parties agree that any payment will not constitute agreement as to the appropriateness of any item and that, at the time of final invoice, all required adjustments will be made and reflected in a final payment.

2.4 The CITY agrees to pay the STATE the "Advance Payment Amount" stated above within twenty (20) days after the STATE submits its first partial payment request to the CITY. The advance payment represents ten (10) percent of the estimate of cost for which the CITY is responsible. The advance payment is to be carried throughout the life of the Work with final adjustment made in the final invoice.

3. EXTRA WORK

3.1 In the event of an increase in the CITY's cost obligation of 25 percent or more from that agreed to on Exhibit B, the Parties will work together and amend this Agreement to cover said increase.

3.2 In the event it is determined that any change from the Scope of Work contained in this Agreement is required, approval must be secured from the CITY prior to the beginning of such work. The CITY shall respond to approval requests within 2 working days of receiving notice for approval whether verbal or written. Provided, however, that if the change is substantial, the CITY's written approval must be secured, and the CITY shall have 5 days to respond. Reimbursement for increased work and/or a substantial change in the Scope of Work shall be limited to costs covered by a written modification, change order, or extra work order approved by the STATE.

4. LEGAL RELATIONS

4.1 To the extent authorized by law, the CITY and STATE shall indemnify and hold harmless one another and their employees, and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against the one Party arising out of, in connection with, or incident to the other Party's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the CITY and (b) the STATE, their employees, and/or officers, or involves those actions covered by

Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the CITY and (b) the STATE, their employees, and/or officers, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the CITY or STATE; and provided further, that nothing herein shall require the CITY or STATE to hold harmless or defend the other or its employees and/or officers from any claims arising from that Party's sole negligence or that of its employees and/or officers. The terms of this section shall survive the termination of this Agreement

5. GENERAL PROVISIONS

5.1 Indemnification: The CITY shall indemnify and hold harmless the STATE and its agents, employees, and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against the STATE and its agents, employees and/or officers, arising out of, in connection with, or incident to the Work performed by the CITY pursuant to the terms of this Agreement. Provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the CITY and (b) the STATE, its agents, employees, and/or officers, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the intentional or negligent acts or omissions of the CITY, and Provided further, that nothing herein shall require the CITY to hold harmless or defend the STATE, its agents, employees, and/or officers from any claims arising from the sole negligence of the STATE, its agents, employees, and/or officers. This indemnification shall survive any termination of this Agreement.

5.2 Disputes: If a dispute occurs between the CITY and the STATE at any time during the performance of the Work, the Parties agree to negotiate at the management level to resolve any issues. Should such negotiations fail to produce a satisfactory resolution, the Parties agree to enter into arbitration and/or mediation before proceeding to any other legal remedy. Each Party shall be responsible for its own fees and costs. The Parties agree to equally share in the cost of a mediator or arbiter.

5.3 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in a court with appropriate jurisdiction situated in Snohomish County, Washington, unless the filing in Snohomish County conflicts with the provisions of RCW 47.28.120.

5.4 Termination: Neither the STATE nor the CITY may terminate this Agreement without the concurrence of the other Party. Termination shall be in writing and signed by both Parties.

5.5 Amendments: This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless put in writing and signed by persons authorized to bind each of the Parties.

5.6 Independent Contractor: Both Parties shall be deemed independent contractors for all purposes, and the employees of each Party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other Party.

UT 01441
UTILITY CONSTRUCTION AGREEMENT
WORK BY STATE

EXHIBIT "A"
SCOPE OF WORK, SPECIFICATIONS and SPECIAL PROVISIONS

The Work under this Agreement provides for the STATE, through its construction contractor, to construct the STATE's project, which will include the CITY's water line relocation Work.

The CITY's design team will produce project plans, specifications and cost estimates for the CITY's Work to be included in the STATE's project. The design, as it relates to the Work, will be required to meet or exceed the STATE's requirements for its SR 529 – Ebey Slough Bridge – Replace Bridge project. The design will also be required to meet or exceed the CITY's design requirements.

1. SCOPE OF WORK

1.1 The STATE, through its construction contractor, shall construct, inspect, review, and approve as necessary to finalize the construction of the Work. The Work is defined as relocation construction of an approximate 475 ft length of 12 inch ductile iron water main and an approximate 110 ft length of 8 inch ductile iron water main running through a portion of the project immediately north of the proposed bridge. This area will be on SR 529 approximately between MP 6.38 and MP 6.50.

This work may include flushing of the line prior to installation of the valves. The proposed water main will connect into an existing water main at each end and have 6 inch valves within the line at both ends.

2. SPECIFICATIONS

2.1 The Work will be designed according to the STATE's current Standard Specifications, Special Provisions and Specifications, and amendments thereto, and also to the CITY's Standard Specifications unless otherwise noted.

3. WORK BY THE CITY

3.1 The CITY shall furnish relocation plans, field engineering support and inspection labor. The CITY's inspector and field engineers shall communicate and coordinate only with the STATE's Project Engineer and/or inspectors as designated by the STATE's Project Engineer.

4. WORK BY STATE

4.1 The STATE shall require the CITY's engineering representative to approve in writing the newly relocated water main upon completion of the Work and to take control of ownership, operation, and maintenance of the facility.

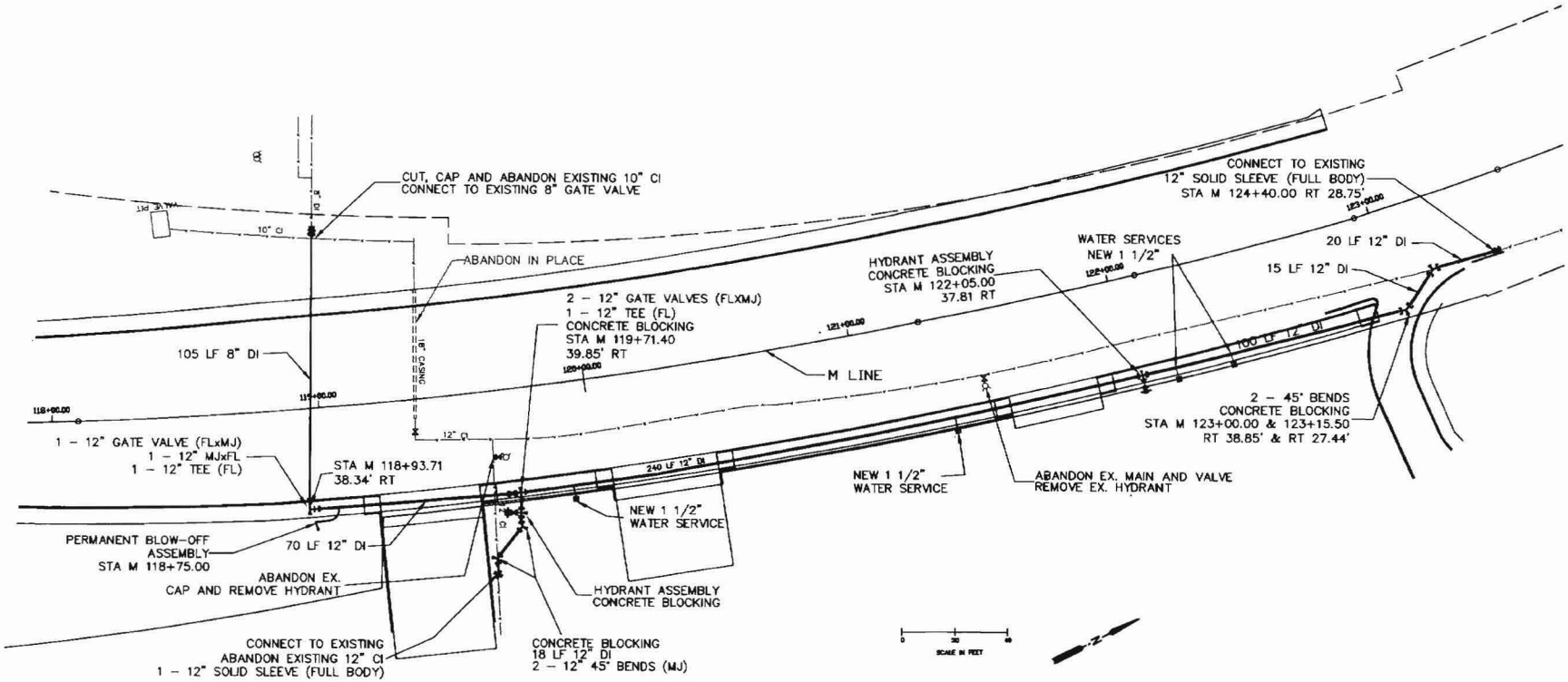
UTILITY CONSTRUCTION AGREEMENT NO. 01441
EXHIBIT "B"
WORK BY STATE, COST ESTIMATE
City of Marysville
SR 529 - Ebey Slough Bridge - Replace Bridge with Fixed Span

Water Main Installation

Prepared by: Ryan Morrison 1/7/2010

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	See Below	
2	Ductile Iron Pipe for Water Main 12 in Diam.	475	LF	$120.00	$57,000.00
3	Ductile Iron Pipe for Water Main 8 in Diam.	110	LF	$150.00	$16,500.00
4	Abandon/Remove existing Water Main	1	LS	$10,000.00	$10,000.00
5	Extra Trench Excavation	50	CY	$25.00	$1,250.00
6	Removal/Replacement of Unsuitalbe Material	75	CY	$50.00	$3,750.00
7	Bank Run Gravel for Trench Backfill	75	CY	$55.00	$4,125.00
8	Connection to Existing	3	EA	$5,500.00	$16,500.00
9	Pavement Sawcut	800	LF	$1.00	$800.00
10	Trench Shoring	1	LS	$3,000.00	$3,000.00
11	Commercial HMA Trench Patch	100	Ton	$150.00	$15,000.00
12	Dewatering	1	LS	$5,000.00	$5,000.00
13	Sediment Control	1	LS	$1,000.00	$1,000.00
14	Temp. Traffic Control/Flagging	1	LS	$10,000.00	$10,000.00
15	Roadway Surveying	1	LS	$5,000.00	$5,000.00
16	Install Hydrant Assembly	2	EA	$5,000.00	$10,000.00
17	Blowoff Assembly	1	EA	$3,000.00	$3,000.00
18	Gate Valve 12"	1	EA	$2,500.00	$2,500.00
19	Service Connection 1 1/2"	4	EA	$2,000.00	$8,000.00
20	Subtotal				$172,425.00
21	Mobilization (10%)		LS		$17,242.50
22	Subtotal				$189,667.50
23	Tax			8.60%	$16,311.41
24	**Total**				**$205,978.91**
25	**Totals**				
26	Water Main Installation				$205,978.91
27	Total				$205,978.91
28	Contingency	15.0%			$30,896.84
29	WSDOT - Engineering Support including field engineering and inspection	15.0%			$30,896.84
30	**Grand Total**				**$267,772.58**

T.30 R.5 S.33



NOTES:

1. MAINTAIN MINIMUM 18" SEPARATION BETWEEN WATER AND UTILITY CROSSINGS.

2. EXISTING UTILITY LOCATIONS ARE APPROXIMATE.

3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE OR HAVE LOCATED BY THE APPROPRIATE COMPANIES ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION.

WATER MAIN LEGEND

—W—	EXISTING WATER MAIN		NEW WATER MAIN
	EXISTING WATER VALVE		NEW WATER SERVICE
	EXISTING WATER METER		NEW WATER FITTINGS
	EXISTING HYDRANT		NEW WATER VALVE
			NEW HYDRANT

FILE NAME	SR 529 EBEY SLOUGH BRIDGE REPLACEMENT				REGION NO.	STATE	FED.AID PROJ.NO.		Washington State Department of Transportation	SR 529 BRIDGE REPLACEMENT	MW1
TIME					10	WASH					
DATE	12/10/09				JOB NUMBER						SHEET XX OF XXX SHEETS
PLOTTED BY					10A008						
DESIGNED BY	R. MORRISON				CONTRACT NO.		LOCATION NO.			WATER MAIN PLAN	
ENTERED BY	R. MORRISON										
CHECKED BY	J. COWLING										
PROJ. ENGR.	S. SHAKLAWUN										
REGIONAL ADM.	L. ENG	REVISION	DATE	BY				DATE			

EXHIBIT "C-1"

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 8, 2010

AGENDA ITEM: Release and Settlement Agreement	AGENDA SECTION:	
PREPARED BY: Greg Corn, Fire Chief	APPROVED BY:	
ATTACHMENTS: Release and Settlement Agreement		
	MAYOR	CAO
BUDGET CODE:	AMOUNT: 0	

DESCRIPTION:

This agreement is by and between the City of Marysville, the City of Arlington. Snohomish County Fire District #12 and the Marysville Fire District. Further, this agreement finalizes the asset transfer obligations by Fire District #12 to the City of Arlington pursuant to the Smokey Point annexation. The agreement was prepared and recommended by City Attorney Grant Weed.

RECOMMENDED ACTION: Authorize the Mayor to sign the Release and Settlement agreement between the city of Marysville, the city of Arlington, Snohomish County Fire District #12 and Marysville Fire District.
COUNCIL ACTION:

RELEASE AND SETTLEMENT AGREEMENT

This Agreement is entered into this 17th day of February, 2010, by and between Snohomish County Fire Protection District No.12 ("District"), the City of Marysville, Marysville Fire District ("Marysville"), and the City of Arlington ("Arlington").

WHEREAS, Arlington has annexed a portion of the District; and

WHEREAS, pursuant to the asset transfer provisions of RCW 35A.14.380 or 35A.14.400 and in accordance with interlocal agreements between the parties, Arlington is entitled to a pro rata transfer of assets from the District in the amount of $565,382.77; and

WHEREAS, pursuant to interlocal agreements between the parties, Arlington was obligated to pay Marysville for fire protection and emergency medical services in the amount of $105,313, which sum has now been paid; and

WHEREAS, the parties desire to enter into this Release and Settlement Agreement in order to settle and discharge all claims which are, or might have been, the subject matter of the amounts due and owing as described above;

IN CONSIDERATION OF the above representations and the terms and conditions set forth below, the parties hereby agree as follows:

1. Payments. For and in consideration of payments by District to Arlington of $565,382.77, and by Arlington to Marysville of $105,313 (receipt of which is acknowledged), the parties agree to settle and resolve all past, present and future claims, complaints, and causes of action of every kind and nature, arising out of the District's obligation to transfer assets to Arlington as a result of the annexation of a portion of the District by Arlington and arising out of Arlington's currently unpaid obligation to pay Marysville for fire protection and emergency medical services. Said payments shall be made within 30 days of the execution of this Agreement.

2. Release Of All Claims. Each party does hereby release, acquit and forever discharge the other parties from any and all claims, actions, expenses and compensation whatsoever, which said party now has, or which may hereafter accrue on account of or in any way arising out of, the District's obligation to transfer assets to Arlington as a result of the annexation of a portion of the District by Arlington and Arlington's currently unpaid obligation to pay Marysville for fire protection and emergency medical services.

3. Compromise of Disputed Claims. This Agreement is a compromise of disputed claims and is the product of serious negotiation. The parties understand that this Agreement is a compromise and is not to be construed as an admission of liability on the part of any party. The compromise embodied in this Agreement is intended to fully and finally resolve the claims of all parties.

4. Entire Agreement. This Agreement constitutes the ENTIRE AGREEMENT between the parties. There are no other or further agreements which modify or amplify the terms of this Agreement. The terms of this Agreement are contractual and not a mere recital.

5. Review of Agreement. The parties acknowledge that they have carefully read the foregoing provisions and know the contents thereof, have had the opportunity to review this Agreement with their attorneys, and sign the same as their own free act.

6. Counterparts. This Release and Settlement Agreement may be signed in counterparts, each of which shall be valid and recognized as an original.

THE UNDERSIGNED HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.

SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 12

MRSmith

CHAIRPERSON

Attest:

Greg Cam

SECRETARY

Approved as to form:

FIRE DISTRICT ATTORNEY

CITY OF MARYSVILLE

MAYOR

Attest:

CITY CLERK

Approved as to form:

City Attorney

MARYSVILLE FIRE DISTRICT

CHAIRPERSON

Attest:

SECRETARY

Approved as to form:

DISTRICT ATTORNEY

CITY OF ARLINGTON

MAYOR

Attest:

CITY CLERK

Approved as to form:

CITY ATTORNEY

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 8, 2010

AGENDA ITEM: Renewal of Fire Investigative Services Interlocal Agreement with Snohomish County	AGENDA SECTION:	
PREPARED BY: Tom Maloney, Fire Marshal	APPROVED BY:	
ATTACHMENTS: Interlocal agreement between the city of Marysville and Snohomish County concerning provision of fire investigation services.		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

This request is to renew the existing interlocal agreement between the city of Marysville and Snohomish County concerning provision of fire investigation services. The need for fire investigations to determine the cause and origin of fires is essential to maintain safe communities for our citizens and meet the needs of the Marysville Fire District. In addition, the interlocal agreement allows for coverage to investigate fires within the city limits when these services are not available within the city.

Fire investigation is the accurate determination of fire causes which is fundamental to the protection of lives and property from the threat of hostile fire or explosions. It is through the efficient and accurate determination of the cause and subsequent identification of responsibility that future fire incidents can be avoided and perpetrators brought to justice. This provides the citizens of Marysville a safe place to live, work and play. In addition, proper determination of the fire origin and cause is also essential for the meaningful compilation of fire statistics which is the basis for fire prevention codes, standards and training. Determination of the cause of fires is a reactive role; however, the information gathered plays a proactive role in the prevention of fires. This fosters community livability by rebuilding a safe community where citizens have peace of mind. The criminal side of fire investigation plays a role in deterring criminal behavior and provides intervention, education and accountability which complements the partnership between fire and police.

Currently, this is a budgeted line item within the fire district budget and is a renewal of the current agreement that expired in 2009. The agreement will continue to be managed through the Marysville Fire District.

RECOMMENDED ACTION: Authorize the Mayor to sign the interlocal agreement between the city of Marysville and Snohomish County concerning provision of fire investigation services.
COUNCIL ACTION:

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MARYSVILLE
AND SNOHOMISH COUNTY
CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES

THIS INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND SNOHOMISH COUNTY CONCERNING PROVISION OF FIRE INVESTIGATION SERVICES (this "Agreement") is made and entered into as of this _____ day of _____, 2010, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Marysville, a Washington municipal corporation (the "City").

RECITALS

A. The County and City have adopted the International Fire Code (the "IFC") for use within their respective jurisdictions in compliance with chapter 19.27 RCW.

B. The IFC requires local jurisdictions, including the County and the City, to investigate the origin, cause and circumstances of fire events occurring within their respective jurisdictions and document those findings in a report authored by a qualified fire investigator.

C. The City occasionally does not have qualified personnel available to perform the investigative functions required by the IFC, due to the simultaneous occurrence of multiple fire events, staffing fluctuations and/or other reasons. The City, in such event, desires to engage the County to perform the required investigative functions, and the County is willing to perform such investigative functions, pursuant to the terms and conditions contained in this Agreement.

D. Either the City or the County, under other circumstances, may have qualified personnel available to perform some or all of the investigative functions required by the IFC, but may desire assistance in performing those functions. If either party desires assistance in performing the investigative functions required by the IFC, the other party is willing to provide such assistance, pursuant to the terms and conditions contained in this Agreement.

E. This Agreement is made pursuant to the authority granted by the Interlocal Cooperation Act, chapter 39.34 RCW, RCW 19.27.110 and RCW 43.44.050.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

Section 1. SCOPE OF SERVICES FOR FIRE INVESTIGATION

1.1 The request for Fire Investigation Services (as such term is defined in Section 1.2 below) will be made by the City through the Marysville Police Department, Fire Chief or any fire command officer. The term "fire command officer" means the City of Marysville Fire Department officer in charge of the scene. The request for Office of the County Fire Marshal ("OCFM") Fire Investigation Services will be made through the SnoPac Dispatch Center. The parties understand and agree that the County's ability to perform Fire Investigation Services pursuant to this Agreement may be limited, delayed or otherwise impacted by the availability of OCFM personnel.

1.2 The term "Fire Investigation Services", as used in this Agreement, shall include, by way of example but not by way of limitation, the following types of services: (i) acting as the on-scene agency responsible for the investigation; (ii) origin and cause determination; (iii) documenting and recording the scene; (iv) identification, collection and preservation of evidence; (v) witness interviewing; (vi) assisting local law enforcement; (vii) preparation of initial and follow-up reports; and (viii) court appearances.

1.3 Both parties understand and agree that the OCFM fire investigators who provide Fire Investigation Services to the City pursuant to this Agreement shall at all times be acting in their official capacities as employees of Snohomish County. In providing Fire Investigation Services to the City pursuant to this Agreement, the OCFM fire investigators shall at all times be an agent or employee of the County and shall not be considered for any purpose to be an agent or employee of the City.

1.4 The scope of the Fire Investigation Services to be rendered upon any specific request shall be determined by mutual agreement on a case-by-case basis; provided, however, that in all instances the performance of Fire Investigation Services by OCFM personnel shall include (i) acting as the agency responsible for the investigation, and (ii) preparing the initial and follow-up reports.

1.5 The City and OCFM personnel agree to work cooperatively in any fire investigation conducted pursuant to this Agreement. The City and OCFM shall furnish to the other party any information, personnel, or other material available that may be needed in the course of performing Fire Investigation Services pursuant to this Agreement.

1.6 The City hereby authorizes said OCFM personnel to investigate fires for origin and cause, and perform, within the City's jurisdictional boundaries, all other Fire Investigation Services that the

City has expressly requested or that are incidental to the performance of the Fire Investigation Services the City has expressly requested.

Section 2. COMPENSATION

2.1 The City shall pay the County for Fire Investigation Services provided pursuant to Section 1 of this Agreement on an hourly basis in accordance with the fee schedule in Appendix A.

2.2 County staff time will be billed in one-tenth hour increments.

2.3 The OCFM agrees to provide the City with a written invoice for Fire Investigation Services rendered pursuant to this Agreement no later than 90 days after the date on which the services were rendered.

2.4 The City agrees to remit payment in full within 30 days of receipt of an OCFM invoice. Said payment shall be made to the OCFM.

2.5 The County will maintain all records reflecting fees and costs billed to the City.

2.6 All billing invoices and payments shall be delivered to the following:

County: Snohomish County
Planning and Development Services, Accounting
M/S 604, 3000 Rockefeller Ave.
Everett, WA 98201-4046

City: Marysville Fire District 12, Billing
1094 Cedar Ave.
Marysville, WA 98270-4301

Section 3. MUTUAL AID INVESTIGATION ASSISTANCE

3.1 The parties hereby establish a mutual aid program pursuant to which either party may assist the other party with the performance of Fire Investigation Services ("Investigation Assistance") at no charge.

3.2 Investigation Assistance may include, by way of example and not by way of limitation, any one or more of the following types of activities: (i) assisting with the determination of origin and cause; (ii) assisting with documentation of the scene; (iii) assisting with witness interviews; and/or (iv) assisting with any of the other investigative functions required by the IFC. Provided, however, that in no event shall Investigation Assistance include either of the following activities:

(a) acting as the on-scene commander responsible for the investigation; or (b) preparing initial or follow-up reports (except for those reports documenting first hand observations and conclusions not otherwise available to the Requesting Party).

3.3 Should either the City or the County desire Investigation Assistance from the other party, the party desiring Investigation Assistance (the "Requesting Party") may request Investigation Assistance from the other party (the "Responding Party") through the SnoPac Dispatch Center.

3.4 If the Responding Party has sufficient resources available to provide the requested Investigation Assistance to the Requesting Party, the Responding Party shall send the relevant personnel and/or equipment to the specified fire event site.

3.5 If a Responding Party does not, in its good-faith, business judgment, believe that it has sufficient resources available to provide the requested Investigation Assistance, the Responding Party shall so inform the Requesting Party and the Responding Party shall thereafter have no further obligations with respect to that request for assistance.

3.6 The Requesting Party shall at all times be in charge of the fire event scene, and any personnel from the Responding Party who provide Investigation Assistance to the Requesting Party shall take direction from the Fire Chief or Fire Marshal of the Requesting Party, as applicable.

3.7 Personnel providing Investigation Assistance pursuant to this Section 3 are acting in their official capacity as employees of their respective jurisdictions.

3.8 Notwithstanding anything to the contrary contained elsewhere in this Section 3, the County and the City each understand and agree that each party's primary responsibility is to its own citizens and/or constituents, and that such responsibility takes precedence over any commitment made to the other party pursuant to this Section 3. Neither party to this Agreement shall be required to provide Investigation Assistance to the other party if such party has a good-faith belief that it needs some or all of the resources at issue for its own use.

Section 4. INSURANCE REQUIREMENTS

4.1 If the City is self-insured or part of an insurance pool sanctioned by the Washington State Insurance Commissioner, please provide a letter signed and executed by an authorized agent indicating self-insurance limit and whether the City carries excess insurance and the limits thereof; if not please provide the following:

4.2 The City shall obtain and maintain continuously at its own expense liability insurance appropriate

to the activity and/or other insurance necessary to protect the public within limits of liability for the term of this Agreement, Commercial General Liability insurance with an additional insured endorsement:

4.2.1 Minimum limit of coverage shall be $1,000,000 combined single limit/bodily injury & property damage and shall be written on an occurrence basis. Claims-made Commercial General Liability insurance will not be accepted:

4.2.2 Endorsement shall name Snohomish County, its officers, elected officials, agents, and employees as an additional insured and shall not be reduced or canceled without thirty (30) days' written prior notice to the County.

4.3 If the City is providing a professional service, Professional Liability Insurance is required:

4.3.1 Minimum limit of coverage shall be $1,000,000 per occurrence;

4.3.2 The policy shall have a retroactive date prior to or coincident with the date of this Agreement, and the policy shall state the retroactive date. The City shall maintain coverage for the duration of this Agreement and for a minimum of three years following termination of this Agreement. The City shall annually provide the County with proof of renewal. If renewal of the coverage becomes unavailable, or economically unavailable (i.e., premiums quoted exceed ten per cent (10%) of the limits of liability), the City shall notify the County in writing of such unavailability and shall secure comparable coverage from another carrier acceptable to the County prior to expiration of the existing policy.

4.4 If this Agreement includes any activities requiring the use of a vehicle, the City shall also obtain and maintain continuously for the term of this Agreement, at its own expense, automobile liability insurance in the amount of at least $1,000,000 combined single limit.

4.5 The City shall provide or purchase Workers' Compensation Insurance coverage to meet the Washington State Industrial Insurance regulations and cause any subcontractor working on behalf of the City to also carry such insurance prior to performing work under this Agreement. The County will not be responsible for payment of Workers' Compensation premiums or for any other claim or benefit for the City, its employees, consultants, or subcontractors, which might arise under the Washington State Industrial Insurance laws.

4.6 Insurance shall be placed with insurance carriers licensed to do business in the State of Washington and with carriers subject to approval by the County. Insurance carriers providing insurance in accordance with this Agreement shall be acceptable to the County, and shall have an AM Best rating of A: VII or better.

4.7 The County maintains the right to receive a certified copy of all insurance policies.

4.8 The City's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice has been given to the County.

4.9 The City shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the City.

4.10 Prior to execution of this Agreement, the City shall provide the County with a letter or certificate of insurance outlining all required coverages, limits, and additional insured endorsements.

Section 5. INDEMNIFICATION AND LIABILITY

5.1 Each party to this Agreement shall indemnify, defend and hold harmless the other party and its officers, officials, agents, employees and contractors from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other party may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring during the Term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party; or (ii) any breach or default of the indemnifying party under this Agreement.

5.2 Both parties specifically and expressly understand that the indemnification provided by this Section 5 constitutes the parties' waivers of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been negotiated by the parties.

5.3 The provisions of this Section 5 shall apply to both Fire Investigation Services rendered pursuant to Section 1 and Investigation Assistance rendered pursuant to Section 3.

Section 6. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

Section 7. COMPLIANCE WITH LAW

Both parties shall comply with all applicable federal, state and local laws in the performance of this Agreement.

Section 8. PROPERTY

Except as expressly provided to the contrary elsewhere in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

Section 9. DURATION AND TERMINATION

9.1 This Agreement will become effective upon execution by the parties and recording with the Snohomish County Auditor and shall remain in effect until December 31, 2012, unless the parties renew the Agreement in accordance with the terms of Section 13.

9.2 Either party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other party. In that event, the City shall pay the County for all Fire Investigation Services provided up to and including the date of termination in accordance with Section 2.

9.3 The terms and conditions contained in Sections 2 and 5 of this Agreement shall survive the early termination of this Agreement pursuant to Section 9.2 above.

Section 10. NOTICES

All notices, including requests to terminate the Agreement shall be delivered to the following:

County: Snohomish County
Planning and Development Services, Director
M/S 604, 3000 Rockefeller Ave.
Everett, WA 98201-4046

City : City of Marysville, Mayor's Office
1049 State Ave.
Marysville, WA 98270-4234

Section 11. DESIGNATION OF ADMINISTRATOR

The Director of the Department of Planning and Development Services or his/her designee is the County's administrator of this Agreement for purposes of the Interlocal Cooperation Act. The Fire Chief or his/her designee is the City's administrator of this Agreement for purposes of the Interlocal Cooperation Act.

Section 12. NO WAIVER

No term or provision in this Agreement shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

Section 13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

Section 14. PRIVILEGES AND IMMUNITIES

All privileges and immunities from liability, exemption from ordinances, rules, laws, all pension, disability, workers compensation and other benefits which apply to the activities of the OCFM fire investigators while performing their functions within the territorial limits of Snohomish County shall apply to OCFM fire investigators to the same degree and extent while they are engaged in the performance of any of their authorized functions and duties within the City under the provisions of this Agreement.

Section 15. NO THIRD PARTY BENEFICIARIES; NO JOINT VENTURE

This Agreement is for the sole benefit of the parties hereto and shall not confer third-party beneficiary status on any non-party to this Agreement. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

Section 16. CONTINGENCY

The obligations of the City and County in this Agreement are contingent on the availability of funds through local legislative appropriation and allocation in accordance with law. In the event funding is withdrawn, reduced, or limited in any way after the effective date of this Agreement, either party may terminate the contract under Section 9 of this Agreement.

Section 17. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

CITY OF MARYSVILLE

By: _____
Dennis Kendall, Mayor

Date: _____

Attest:

_____

Approved as to form:
Office of the City Attorney

_____

SNOHOMISH COUNTY

By: _____
Aaron G. Reardon, County Executive

Date: _____

Attest:

_____

Approved as to form:
Snohomish County Prosecutor's Office

_____

APPENDIX A

FEE SCHEDULE/HOURLY RATE

		Rate Per Hour		
		2010	2011	2012
1.A	Fire Investigation Services	79.00	82.00	86.00

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 8, 2010

AGENDA ITEM: Snohomish County Tomorrow Inter-jurisdictional Housing Feasibility	AGENDA SECTION: New Business	
PREPARED BY: Gloria Hirashima, Community Development Director	APPROVED BY:	
ATTACHMENTS: 1. Executive summary on Feasibility Study on creation of an Inter-jurisdictional Affordable Housing Program. 2. Full Feasibility Study. 3. Estimated costs.		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

Snohomish County Tomorrow completed a feasibility study to assess the creation of an Inter-jurisdictional affordable housing program. The subcommittee effort was led by Marysville Mayor Dennis Kendall. The subcommittee made recommendations to convene a task force to implement an inter-jurisdictional affordable housing program.

The initial effort will require leadership, and commitment translating to funding. The Snohomish County Steering Committee asked all member cities and county to review this proposal with our respective Councils to establish support and membership in this effort. The range of estimated costs for Marysville is $2947-$21000, depending on the availability of leveraged funds and member cities/county. This would be an annual cost.

Another option that was reviewed, but not recommended by the subcommittee, was an offer by Snohomish County Housing Authority to support the member consortium through its existing housing staff and offices. This option could provide some efficiency in costs and utilize an existing and experienced housing entity already operating in Snohomish County.

RECOMMENDED ACTION: City staff recommends the City Council support and participate in the affordable housing task force. The preferred option would be to have the Housing Authority provide support. Marysville could also support a second option of participation in a separate agency, as long as costs are divided between multiple jurisdictions, including Everett and Snohomish County.
COUNCIL ACTION:

Executive Summary

The shortage of safe, affordable housing[1] affects an increasing number of families throughout each jurisdiction in Snohomish County. Existing private, nonprofit, and public efforts are struggling to keep pace with the growing needs in the community.

Snohomish County Tomorrow (SCT) undertook this feasibility study to explore options for creating a new program that would allow multiple jurisdictions to work together to expand affordable housing opportunities. Through this study, SCT further seeks to fulfill its Countywide Planning Policies, including HO-3: "strengthen inter-jurisdictional cooperative efforts to ensure an adequate supply of housing is available to all economic segments of the county."

The feasibility study was led by the Housing Subcommittee of the SCT Planning Advisory Committee (PAC). The study included an assessment of all relevant existing local plans; research on the best practices for inter-jurisdictional affordable housing programs across the country; two rounds of interviews with public and private stakeholders in the community; and discussions with the SCT Steering Committee, PAC, and Managers and Administrators Group. This report summarizes the key findings of the study and recommends next steps for moving forward.

Key Findings

- The need for additional affordable housing throughout Snohomish County continues to grow. Snohomish County estimates that 80,000 households lived in unaffordable housing in 2007, or more than 63 percent of the 126,000 households earning less than the median income countywide (up from 53 percent in 2000). Moreover, evidence shows considerable need for affordable housing persists in virtually every community of the county.

- Private and public stakeholders agree that local governments play an important role in helping to create affordable housing in their communities, and might accomplish more in this regard by collaborating across jurisdictional boundaries.

- Some elected and appointed officials in Snohomish County believe that a new inter-jurisdictional program focused on creating and preserving affordable housing has potential advantages, but that interest is not uniform across all jurisdictions or even within jurisdictions.

[1] The term "affordable housing" is used in different ways and can have different meanings in a variety of settings. For the purposes of this report, housing is considered affordable if a household can live in it without sacrificing essentials such as food, clothing, transportation and medical care. Therefore, affordable housing includes not just subsidized or income-restricted housing units, but all private and public housing units that are affordable for low- and moderate-income families.

- There is general consensus among stakeholders interviewed for this study that jurisdictions should support the creation of new home-ownership opportunities for households earning up to 100 percent of the county's median income, as well as affordable rental housing targeting those earning up to 50 percent of the county's median income. Many of those interviewed expressed a preference for creating more home ownership opportunities.

- Elected officials consulted for this study agree that location is an important factor for new affordable housing and that those needing affordable housing should have adequate access to employment, education, shopping, services, and amenities. Considerable disagreement persists, however, on policy regarding the most feasible and appropriate locations for new affordable housing.

- Only a handful of successful inter-jurisdictional affordable housing programs exist in the U.S. Some focus on creating new local capital resources for housing development, while others focus on a combination of incentives, technical assistance, and other planning activities to encourage affordable housing development. A few models use both planning activities and creation of new capital resources.

- Given current economic conditions, this is not seen as a time when a new local capital funding source can be shifted or created to support development of affordable housing. Instead, those who support the creation of an inter-jurisdictional program believe that a new collaborative program should be focused on a variety of technical assistance, educational, and planning activities. A new program may be eligible for new or existing state and federal funding sources in the future to support capital funding for housing.

- The research into other models around the country suggests that creation of a new program requires one (or more) champion to play a leadership role in promoting the new program and recruiting others to participate, or providing funding or in-kind services. To date, no jurisdiction or individual in Snohomish County has expressed an interest in stepping forward to champion a new initiative.

- Other national models have created dedicated staff capacity to support a meaningful multi-jurisdictional collaboration focused on affordable housing. This has required funding resources to support the appropriate level of staffing.

- Research on other national affordable housing models suggests that new governance structures have been developed to focus on the implementation and management of the inter-jurisdictional program, but existing organizations have been utilized to provide administrative support.

Conclusions

Given the affordable housing needs within the county, and the level of interest in this idea expressed by those interviewed for the study, this study concludes that a new inter-jurisdictional program with the goal of creating more affordable housing in Snohomish County, can be successful if four threshold conditions are met:

Condition 1: A "critical mass" of jurisdictions elects to participate as founding members.

Condition 2: Sufficient funding is secured to support the program for at least 24 months.

Condition 3: A host agency is identified to provide back-office administrative support, such as payroll, accounting, and IT services.

Condition 4: The participating jurisdictions reach agreement on certain fundamental questions in an inter-local agreement, including the program's purpose and governance structure.

Recommendations

The project team recommends that Snohomish County Tomorrow and the Housing Consortium of Everett and Snohomish County co-convene an Implementation Task Force that would work to resolve the four conditions described above. The Task Force would include public, private, and nonprofit advocates, actively invited and recruited by the convening agencies.

The role of the Task Force would be to determine the most effective way to move this proposal (or an alternative) toward implementation. In particular, the Task Force would need to work with potential member jurisdictions to determine the founding participants and their common goals. In addition, the Task Force would work with potential funders to secure funding support for the program, and have discussions with potential "host" agencies to find an organization willing to provide administrative support. In light of the current economic climate, the Task Force should plan on taking approximately a year to secure the necessary commitments for the new program.

The project team suggests that the Implementation Task Force use the following program framework as its starting point. The Task Force and any potential participants in the new initiative would, of course, be free to diverge from any or all parts of the framework.

- Participating jurisdictions would establish the program through a formal inter-local agreement (ILA), which defines roles and responsibilities and secures commitments from the jurisdictions and must be adopted by each local governing body to be valid. Based on stakeholder input, the ILA should provide a means whereby other jurisdictions can join later, at mutually beneficial times.

- Membership in the inter-jurisdictional program would be voluntary and open to all county, city and tribal governments in Snohomish County. Because of the different levels of local support for this program concept, membership may be phased in over time. The "critical mass" of jurisdictions needed to initiate the program could be as few as three, but may require four or more, depending on the resources and objectives of the jurisdictions that choose to join.

- The primary purpose of the program would be to achieve the housing objectives of the participating jurisdictions. Member jurisdictions may discover that through the collaboration, they can achieve objectives that cross municipal boundaries. The ultimate impact, hopefully, would be that many more Snohomish County households obtain affordable housing; but the program would focus on meeting the needs defined by its members.

- Given the consensus among stakeholders regarding program outcomes and parameters, the project team drafted the following outcome policy statements:

  "The program exists to help participating jurisdictions meet their affordable housing objectives, especially:"

  - "More affordable housing in all participating communities, especially where the need is greatest and where there is good transportation and access to employment opportunities, amenities, and services."

    - "More affordable rental housing opportunities for households making up to 50 percent of the county's median household income, especially seniors, people with disabilities, veterans, families with children, and people who work in our communities (such as service workers and laborers)."

    - "More affordable home ownership opportunities for households making less than the county's median household income, especially first-time homebuyers and people working in our communities (such as teachers and public safety workers)."

  - "Neighborhoods with affordable housing supported by the program are safe and have stable property values."

- The program would begin with commitments for at least two years of operating resources, funded by a combination of monetary contributions and in-kind support of participating jurisdictions, grant funds, and other sponsorships. During the current economic climate, local government resources for affordable housing will remain about the same as today, but over the long run, participating jurisdictions would contribute additional resources.

- Governance of the new program would be provided by the participating members through a semi-independent board. This board, having representatives appointed by and from among the governing bodies of the participating jurisdictions, would set policies for the program supplemental to those of the jurisdictions. The board would also hire its own staff, make decisions regarding budgets and work plans, and take input from the public and advisory boards as they see fit. The board would not, of course, take any statutory powers away from the local governments that they are not authorized to delegate. An outline of an MOU that could be used to establish the governance model is included in the Appendix as a template.

Potential Work Plan Activities for Program Staff

Unless and until funding for other programming (e.g. a housing trust fund) becomes available, a new inter-jurisdictional affordable housing program should focus on a set of technical assistance, education and planning activities that would assist member jurisdictions to meet their affordable housing goals. A dedicated staff position (1 FTE) would be able to achieve significant progress for a number of jurisdictions, provided staff has clear direction and an adequate level of back office support. The following list of activities serves as a "menu" of potential work plan items for the new program. Final decisions about the work plan for the new inter-jurisdictional program should be determined in conjunction with members, based on their affordable housing needs. The following list is not in any priority order:

- Identify strategies and goals to address identified affordable housing needs that are specific to each participating jurisdiction.
- Assist in preparing affordable housing components of comprehensive plans, as required by the State Growth Management Act.
- Develop regulatory or incentive strategies to encourage development of affordable housing.
- Serve as a liaison with non-profit and for-profit developers of affordable housing.
- Write grant applications and other forms of fundraising to support affordable housing.
- Develop means of sharing information among jurisdictions.
- Conduct educational outreach for elected and appointed officials and the public.
- Monitor affordability conditions/restrictions for affordable housing units created through local incentive programs of member jurisdictions.
- Explore the feasibility and timing of securing potential resources to create a local housing trust fund, which could be particularly helpful as economic conditions improve. Pursue opportunities as they arise.

Feasibility Study of Inter-jurisdictional Housing Programs for Snohomish County

Draft

May 21, 2009

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Executive Summary

The shortage of safe, affordable housing[1] affects an increasing number of families throughout each jurisdiction in Snohomish County. Existing private, nonprofit, and public efforts are struggling to keep pace with the growing needs in the community.

Snohomish County Tomorrow (SCT) undertook this feasibility study to explore options for creating a new program that would allow multiple jurisdictions to work together to expand affordable housing opportunities. Through this study, SCT further seeks to fulfill its Countywide Planning Policies, including HO-3: "strengthen inter-jurisdictional cooperative efforts to ensure an adequate supply of housing is available to all economic segments of the county."

The feasibility study was led by the Housing Subcommittee of the SCT Planning Advisory Committee (PAC). The study included an assessment of all relevant existing local plans; research on the best practices for inter-jurisdictional affordable housing programs across the country; two rounds of interviews with public and private stakeholders in the community; and discussions with the SCT Steering Committee, PAC, and Managers and Administrators Group. This report summarizes the key findings of the study and recommends next steps for moving forward.

Key Findings

- The need for additional affordable housing throughout Snohomish County continues to grow. Snohomish County estimates that 80,000 households lived in unaffordable housing in 2007, or more than 63 percent of the 126,000 households earning less than the median income countywide (up from 53 percent in 2000). Moreover, evidence shows considerable need for affordable housing persists in virtually every community of the county.

- Private and public stakeholders agree that local governments play an important role in helping to create affordable housing in their communities, and might accomplish more in this regard by collaborating across jurisdictional boundaries.

- Some elected and appointed officials in Snohomish County believe that a new inter-jurisdictional program focused on creating and preserving affordable housing has potential advantages, but that interest is not uniform across all jurisdictions or even within jurisdictions.

[1] The term "affordable housing" is used in different ways and can have different meanings in a variety of settings. For the purposes of this report, housing is considered affordable if a household can live in it without sacrificing essentials such as food, clothing, transportation and medical care. Therefore, affordable housing includes not just subsidized or income-restricted housing units, but all private and public housing units that are affordable for low- and moderate-income families.

- There is general consensus among stakeholders interviewed for this study that jurisdictions should support the creation of new home-ownership opportunities for households earning up to 100 percent of the county's median income, as well as affordable rental housing targeting those earning up to 50 percent of the county's median income. Many of those interviewed expressed a preference for creating more home ownership opportunities.

- Elected officials consulted for this study agree that location is an important factor for new affordable housing and that those needing affordable housing should have adequate access to employment, education, shopping, services, and amenities. Considerable disagreement persists, however, on policy regarding the most feasible and appropriate locations for new affordable housing.

- Only a handful of successful inter-jurisdictional affordable housing programs exist in the U.S. Some focus on creating new local capital resources for housing development, while others focus on a combination of incentives, technical assistance, and other planning activities to encourage affordable housing development. A few models use both planning activities and creation of new capital resources.

- Given current economic conditions, this is not seen as a time when a new local capital funding source can be shifted or created to support development of affordable housing. Instead, those who support the creation of an inter-jurisdictional program believe that a new collaborative program should be focused on a variety of technical assistance, educational, and planning activities. A new program may be eligible for new or existing state and federal funding sources in the future to support capital funding for housing.

- The research into other models around the country suggests that creation of a new program requires one (or more) champion to play a leadership role in promoting the new program and recruiting others to participate, or providing funding or in-kind services. To date, no jurisdiction or individual in Snohomish County has expressed an interest in stepping forward to champion a new initiative.

- Other national models have created dedicated staff capacity to support a meaningful multi-jurisdictional collaboration focused on affordable housing. This has required funding resources to support the appropriate level of staffing.

- Research on other national affordable housing models suggests that new governance structures have been developed to focus on the implementation and management of the inter-jurisdictional program, but existing organizations have been utilized to provide administrative support.

Conclusions

Given the affordable housing needs within the county, and the level of interest in this idea expressed by those interviewed for the study, this study concludes that a new inter-jurisdictional program with the goal of creating more affordable housing in Snohomish County, can be successful if four threshold conditions are met:

Condition 1: A "critical mass" of jurisdictions elects to participate as founding members.

Condition 2: Sufficient funding is secured to support the program for at least 24 months.

Condition 3: A host agency is identified to provide back-office administrative support, such as payroll, accounting, and IT services.

Condition 4: The participating jurisdictions reach agreement on certain fundamental questions in an inter-local agreement, including the program's purpose and governance structure.

Recommendations

The project team recommends that Snohomish County Tomorrow and the Housing Consortium of Everett and Snohomish County co-convene an Implementation Task Force that would work to resolve the four conditions described above. The Task Force would include public, private, and nonprofit advocates, actively invited and recruited by the convening agencies.

The role of the Task Force would be to determine the most effective way to move this proposal (or an alternative) toward implementation. In particular, the Task Force would need to work with potential member jurisdictions to determine the founding participants and their common goals. In addition, the Task Force would work with potential funders to secure funding support for the program, and have discussions with potential "host" agencies to find an organization willing to provide administrative support. In light of the current economic climate, the Task Force should plan on taking approximately a year to secure the necessary commitments for the new program.

The project team suggests that the Implementation Task Force use the following program framework as its starting point. The Task Force and any potential participants in the new initiative would, of course, be free to diverge from any or all parts of the framework.

- Participating jurisdictions would establish the program through a formal inter-local agreement (ILA), which defines roles and responsibilities and secures commitments from the jurisdictions and must be adopted by each local governing body to be valid. Based on stakeholder input, the ILA should provide a means whereby other jurisdictions can join later, at mutually beneficial times.

- Membership in the inter-jurisdictional program would be voluntary and open to all county, city and tribal governments in Snohomish County. Because of the different levels of local support for this program concept, membership may be phased in over time. The "critical mass" of jurisdictions needed to initiate the program could be as few as three, but may require four or more, depending on the resources and objectives of the jurisdictions that choose to join.

- The primary purpose of the program would be to achieve the housing objectives of the participating jurisdictions. Member jurisdictions may discover that through the collaboration, they can achieve objectives that cross municipal boundaries. The ultimate impact, hopefully, would be that many more Snohomish County households obtain affordable housing; but the program would focus on meeting the needs defined by its members.

- Given the consensus among stakeholders regarding program outcomes and parameters, the project team drafted the following outcome policy statements:

  "The program exists to help participating jurisdictions meet their affordable housing objectives, especially:"

  - "More affordable housing in all participating communities, especially where the need is greatest and where there is good transportation and access to employment opportunities, amenities, and services."

    - "More affordable rental housing opportunities for households making up to 50 percent of the county's median household income, especially seniors, people with disabilities, veterans, families with children, and people who work in our communities (such as service workers and laborers)."

    - "More affordable home ownership opportunities for households making less than the county's median household income, especially first-time homebuyers and people working in our communities (such as teachers and public safety workers)."

  - "Neighborhoods with affordable housing supported by the program are safe and have stable property values."

- The program would begin with commitments for at least two years of operating resources, funded by a combination of monetary contributions and in-kind support of participating jurisdictions, grant funds, and other sponsorships. During the current economic climate, local government resources for affordable housing will remain about the same as today, but over the long run, participating jurisdictions would contribute additional resources.

- Governance of the new program would be provided by the participating members through a semi-independent board. This board, having representatives appointed by and from among the governing bodies of the participating jurisdictions, would set policies for the program supplemental to those of the jurisdictions. The board would also hire its own staff, make decisions regarding budgets and work plans, and take input from the public and advisory boards as they see fit. The board would not, of course, take any statutory powers away from the local governments that they are not authorized to delegate. An outline of an MOU that could be used to establish the governance model is included in the Appendix as a template.

Potential Work Plan Activities for Program Staff

Unless and until funding for other programming (e.g. a housing trust fund) becomes available, a new inter-jurisdictional affordable housing program should focus on a set of technical assistance, education and planning activities that would assist member jurisdictions to meet their affordable housing goals. A dedicated staff position (1 FTE) would be able to achieve significant progress for a number of jurisdictions, provided staff has clear direction and an adequate level of back office support. The following list of activities serves as a "menu" of potential work plan items for the new program. Final decisions about the work plan for the new inter-jurisdictional program should be determined in conjunction with members, based on their affordable housing needs. The following list is not in any priority order:

- Identify strategies and goals to address identified affordable housing needs that are specific to each participating jurisdiction.
- Assist in preparing affordable housing components of comprehensive plans, as required by the State Growth Management Act.
- Develop regulatory or incentive strategies to encourage development of affordable housing.
- Serve as a liaison with non-profit and for-profit developers of affordable housing.
- Write grant applications and other forms of fundraising to support affordable housing.
- Develop means of sharing information among jurisdictions.
- Conduct educational outreach for elected and appointed officials and the public.
- Monitor affordability conditions/restrictions for affordable housing units created through local incentive programs of member jurisdictions.
- Explore the feasibility and timing of securing potential resources to create a local housing trust fund, which could be particularly helpful as economic conditions improve. Pursue opportunities as they arise.

Introduction

In 2007, Snohomish County Tomorrow, an inter-jurisdictional forum consisting of representatives from the County and each of the cities as well as from the Tulalip Tribes, successfully applied for a competitive Growth Management Act (GMA) planning grant from the Washington State Department of Community, Trade and Economic Development. The City of Lake Stevens is the fiscal administrator for the grant, which is managed by Snohomish County Planning and Development Services.

The purpose of the study is to analyze the potential to increase the supply of affordable housing in Snohomish County through intergovernmental collaboration. This report summarizes the findings and analysis of the study and proposes a program model that responds to the local conditions and preferences in Snohomish County. Snohomish County Tomorrow members can use this report to make informed decisions on potential inter-jurisdictional programs and opportunities.

The feasibility study was motivated by recognition that a shortage of safe, affordable housing affects an increasing number of families throughout each jurisdiction in Snohomish County. Existing private, nonprofit, and public efforts are struggling to keep pace with the growing needs in the community. In particular, SCT jurisdictions want to make better progress toward achieving the Fair Share Housing Allocation objectives they set for themselves in 1995 and again in 2005. Furthermore, SCT seeks to fulfill Countywide Planning Policy HO-3: "Strengthen inter-jurisdictional cooperative efforts to ensure an adequate supply of housing is available to all economic segments of the county."

This feasibility study is guided by the Housing Subcommittee of the Snohomish County Tomorrow Planning Advisory Council (PAC). The Housing Subcommittee includes representatives from the planning departments of several Snohomish cities, one Mayor, County staff, and a representative from the nonprofit Housing Consortium of Everett and Snohomish County. The complete subcommittee roster can be found in Appendix 5.5.

In June 2008, the Housing Subcommittee selected the consultant team of Building Changes and Cedar River Group to carry out the feasibility study under its direction, and provide this final report that summarizes the study's findings and the consultants' recommendations. The PAC will use the findings in this report to develop recommendations for Snohomish County Tomorrow.

This study included a review of relevant regional plans and policies related to housing; two rounds of interviews with key stakeholders in the county; research on best practices for inter-jurisdictional housing programs around the country; and direct feedback from the Snohomish County Tomorrow PAC and Steering Committee. More information on these components of the study follows in the sections below.

Based on this input from stakeholders and Snohomish County Tomorrow members, research on successful inter-jurisdictional collaborations, and local conditions in Snohomish County, the consultants developed a recommended program proposal and the outline of a Memorandum of Understanding that municipalities could use in developing such a collaboration.

Landscape of Affordable Housing in Snohomish County

Housing Needs in Snohomish County

The term "affordable housing" is used in different ways and can have different meanings in a variety of settings. For the purposes of this report, housing is considered affordable if a household can live in it without sacrificing essentials such as food, clothing, transportation and medical care. Therefore, affordable housing includes not just subsidized or income-restricted housing units, but all private and public housing units that are affordable for low- and moderate-income families.

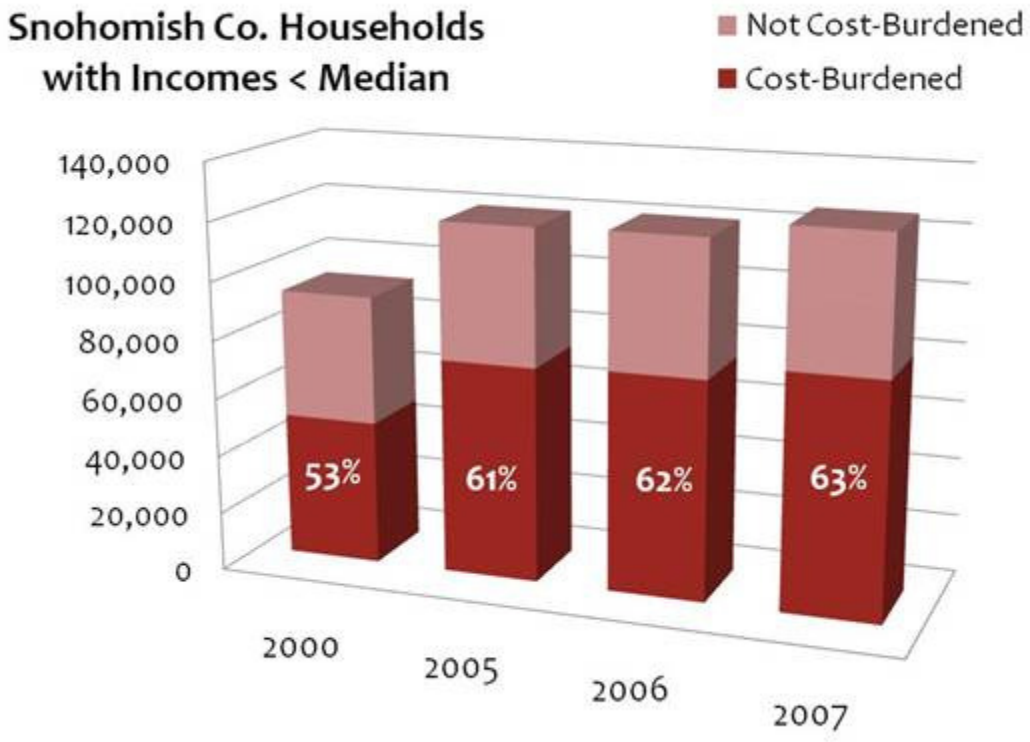
Snohomish County Tomorrow recognizes the national standard for housing affordability as described by the U.S. Department of Housing and Urban Development (HUD): "The generally accepted definition of housing affordability is for a household to pay no more than 30 percent of its annual income on housing."[2] Families who earn less than the county median income (approximately $65,000 in 2008 for a family of four) and who pay more than 30 percent of their income for housing are considered "cost-burdened" and may have difficulty affording basic necessities.

The need for affordable housing is growing rapidly in Snohomish County. In 2000, more than 49,000 households were cost-burdened, which represented more than half (53 percent) of the 93,000 households earning incomes below the county median income. By 2007, 80,000 households were cost-burdened, representing 63% of the 126,000 total households earning less than the median income. There are cost-burdened families in *every jurisdiction* in Snohomish County.[3]

[2] Snohomish County Tomorrow. "Housing Evaluation Report 2007." Available online: http://www1.co.snohomish.wa.us/Departments/PDS/Divisions/LR_Planning/Information/Plans/SCT+Reports/HER07.htm (Accessed: February 11, 2009).
[3] Snohomish County PDS data presented at SCT Steering Committee on January 28, 2009.

Figure 1 shows that over the past several years, an increasing percentage of low- and moderate-income households need affordable housing opportunities.

Figure 1:



Housing needs are different across a range of incomes. Households earning between 80 and 100 percent of the median income are more likely able to find affordable rental units, but many first-time homebuyers in this income range cannot afford homeownership. Households earning between 30 and 80 percent of the median income are unlikely able to afford ownership housing or recently built rental units, but may be able to afford the limited supply of older rental housing stock, which typically has lower rents. At the lowest end of the income spectrum, Snohomish County Tomorrow recently reported that "virtually no market-rate housing is affordable to those making 30 percent of the county's median household income or less."[4]

Although the housing prices in Snohomish County have declined a bit since reaching their peak in late 2007, the need for affordable housing remains very real. The long-term trend continues to show home appreciation rising much faster than incomes, and that disparity between what people earn and what type of home they can afford continues in the current economic climate. In fact, the lack of affordability may be exacerbated by rising

[4] Snohomish County Tomorrow. "Housing Evaluation Report 2007." Available online: http://www1.co.snohomish.wa.us/Departments/PDS/Divisions/LR_Planning/Information/Plans/SCT+Reports/HER07.htm (Accessed: February 11, 2009).

unemployment and lower income growth during the current economic conditions. In addition, fallout from the mortgage lending crisis has resulted in credit standards tightening such that only people with unblemished credit histories are able to get home loans.

The impacts on the rental market have likewise not improved the affordability of housing. The overwhelming majority of building permits issued in the county during the past decade have been for single family homes, and the small amount of new multifamily rental buildings have primarily focused on luxury apartments. Even though home prices are falling, they remain beyond the reach for the vast majority of families earning less than the median income, so there has in fact been an increase in demand for rental housing that is not met by the current supply.[5]

Profile: A Typical Family that needs Affordable Housing

Sandra is a single mother with three children, and she works as an elementary school teacher in Snohomish County. She earns $41,000 per year, or less than 50 percent of the county median income for a family of four. The average rent in the city where she teaches is $1,395 for a three-bedroom apartment, but the maximum rent she can afford is $1,025. Her family cannot afford to pay rent and utilities, as well as the basic necessities of food, clothing, health care, and school supplies. Sandra and her family must choose between sacrificing the basic necessities, living in unsafe or substandard housing, or commuting great distances between her job and more affordable housing that is available in another part of the county or even outside the county.

(Notes: This profile is not an actual family, but is based on many families in need of housing in Snohomish County. Sandra's income is based on entry-level salaries at Everett Public Schools, and her rent is based on the Fair Market Rents established by HUD for 2009.)

The lack of affordable housing contributes to the challenges facing homeless families and individuals in Snohomish County. The 2009 Snohomish County point-in-time count of homeless persons identified 2,202 homeless people. This total includes a point-in-time count of sheltered and unsheltered homeless people on one night in January 2009, but does not capture the whole population of people who experience homelessness at some point during the year.[6] Respondents to a survey of homeless persons in 2007 identified affordable housing as their number-one service need.[7] Turn-away data from homeless shelters suggest that more than 70 percent of homeless people are members of homeless families with children.[8]

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[5] (Central Puget Sound Real Estate Research Committee, Real Estate Research Report, Fall 2008, v.59 n.2 p.46-47).

[6] Snohomish County Executive's Office. Available online: http://www.co.snohomish.wa.us/documents/Departments/Executive/News/NR_HomelessCount_1.30.09.pdf (Accessed: February 11, 2009).

[7] Snohomish County Office of Housing, Homelessness, and Community Development. 2007 Point in Time Count. http://www1.co.snohomish.wa.us/Departments/Human_Services/Divisions/OHHCD/ (Accessed: December 21, 2007).

[8] Housing Consortium of Everett and Snohomish County. "Housing within Reach." Available online: http://www.housingsnohomish.org/advocacy.html (Accessed: February 11, 2009).

As described further in the section below on "Existing Housing Plans and Reports," there are several recent plans and reports that identify the housing needs countywide and set targets for meeting an increasing amount of those families in need. For example, the 2008 Housing within Reach plan projected that 73,400 households countywide would be cost-burdened by 2017, and set a goal of increasing the supply of affordable housing opportunities from 14,000 to 32,630 households over the next ten years. The Fair Share Housing Allocation Report also describes the number of cost-burdened households in each jurisdiction, and sets goals for each jurisdiction to meet those growing needs over the next twenty years.

Note on the Fair Share Housing Allocation

Several discussions during the stakeholder input process—in particular, at the SCT Steering Committee—raised the question of whether the Fair Share Housing Allocation would or should be addressed in an inter-jurisdictional affordable housing program. While both the Fair Share Housing Allocation report and any future inter-jurisdictional affordable housing program address the issue of affordable housing, it is important to realize that these reports/programs are separate and distinct from each other and have different purposes.

SCT develops the Fair Share Housing Allocation Report[9] to estimate the affordable housing needs countywide over the next twenty years and each community's fair share toward meeting that need. The report was last adopted in 2005 and is scheduled to be updated by SCT during the 2013-2015 period. Both the 2005 report and its predecessor (in 1995) urged the county's jurisdictions to collaborate with resources and other efforts. As noted above, this feasibility study has grown, in part, out of that suggestion, as well as recognition that previous efforts have not achieved sufficient gains toward Fair Share objectives.

The inter-jurisdictional affordable housing program discussed in this report may be one means by which participating communities address fair share issues. Choosing to participate (or not) in a multi-jurisdictional program will not affect a jurisdiction's responsibility for meeting its fair share of affordable housing needs. For this reason, it is not appropriate for this report to serve as the forum for discussing the fair share allocation itself.

Based on interviews and discussions with stakeholders and Snohomish County Tomorrow members, it is clear specific housing targets for a new inter-jurisdictional program should be developed by the jurisdictions that choose to participate in the program. The participating programs may choose to create housing goals that incorporate a portion of the targets set by other plans and reports in the county, and that relate specifically to the activities of the new program.

Existing Affordable Housing in Snohomish County

Affordable housing comes in a variety of shapes and sizes, from studio rental apartments up to single family homes. Some of these homes are provided through the private market, while others have been created by nonprofit agencies or housing authorities and dedicated for low- and moderate-income families.

[9] See "Existing Housing Plans and Policies" for more description on the Fair Share Housing Allocation.

Housing provided by the private market

The private market provides the vast majority of the housing supply, but in Snohomish County, the need for homes that are available at affordable rents or purchase prices greatly outweighs the supply for families below the median income. One of the main reasons that the number of cost-burdened families has increased over the past several years is that the new housing being built in the county is much less affordable than the older, existing housing stock. This can be seen in both the rental and for-sale housing markets.

According to data from Dupre+Scott, the average monthly rent for two-bedroom apartments built from 2000 to 2007 was $1,200 in 2007; or more than $300 higher than the average rent for two-bedroom units built before 2000. Families earning less than 50 percent of the median income ($32,000) can afford rents of about $800 per month. While the older housing stock of rental units does provide some affordable opportunities, new private market apartments are not adding a significant number of affordable units to the community, and the older housing stock is decreasing due to condo conversions and unit replacements.

Data from the home sales market show an even starker lack of affordable home ownership opportunities in Snohomish County. Of all new homes sold from 2005 to 2006, only 200 homes (just two percent of nearly 10,000 new home sales) were affordable to households earning the median income.[10] From 2000 to 2008, the median home price increased by 77 percent in Snohomish County, while the median income increased by only 20 percent. Homeownership is increasingly out of the reach of moderate-income families and first-time homebuyers in Snohomish County.[11] [12]

Housing provided by nonprofit agencies and public housing authorities

Nonprofit agencies and public housing authorities provide a range of housing assistance, including rental subsidies, first-time homebuyer assistance, emergency home repair, emergency shelter, weatherization services, and the development and management of new affordable housing units. Housing provided by nonprofits and housing authorities are dedicated for low- and moderate-income families, and frequently have affordability requirements through the sources of funding (particularly federal and state housing funds).

The total number of low- and moderate-income households served by nonprofits and housing authorities is 14,000 households countywide. The inventory of existing assisted housing for low-income households includes dedicated housing units (often called "project-based" assistance), and assistance made to households that then must find rental housing in the private market (often called "tenant-based," or "voucher" programs).

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[10] Snohomish County Tomorrow. "Housing Evaluation Report 2007." Available online: http://www1.co.snohomish.wa.us/Departments/PDS/Divisions/LR_Planning/Information/Plans/SCT+Reports/HER07.htm (Accessed: February 11, 2009).

[11] Washington Center for Real Estate Research. Available online: http://www.wcrer.wsu.edu/WSHM/WSHM.html (Accessed: February 11, 2009).

[12] Office of Financial Management. Available online: http://www.ofm.wa.gov/pop/gma/pugetsound.pdf (Accessed: April 19, 2008).

Snohomish County Tomorrow estimates that as of February 2008, there are 8,869 units of project-based housing dedicated to people with low incomes (this includes both nonprofit- and housing authority-owned units), and 5,131 tenant-based vouchers. The vouchers principally include the Section 8 Housing Choice Voucher program, a federally-funded program that is administered in Snohomish County by the two public housing authorities, the Housing Authority of Snohomish County (HASCO) and the Everett Housing Authority (EHA).[13]

[13] Snohomish County Tomorrow. "Housing Evaluation Report 2007." Available online: http://www1.co.snohomish.wa.us/Departments/PDS/Divisions/LR_Planning/Information/Plans/SCT+Reports/HER07.htm (Accessed: February 11, 2009).

Table 1 summarizes the 14,000 dedicated affordable units in the county. The site-specific assisted housing units are listed by jurisdiction and broken down by the type of housing unit. The tenant-based vouchers are available for use throughout the county and can rent a range of unit sizes based on household size and composition.

Table 1:
Distribution of Dedicated Affordable Units by Jurisdiction and Housing Unit Type, as of February 2008

Jurisdiction	Units for Seniors	Units for Families	Units for Individuals	Total Units
Arlington	320	180	7	**507**
Darrington	20	–	–	**20**
Edmonds	178	120	31	**329**
Everett	744	1,484	437	**2,665**
Granite Falls	30	–	–	**30**
Lake Stevens	112	55	–	**167**
Lynnwood	485	753	21	**1,259**
Marysville	338	470	176	**984**
Mill Creek	45	277	–	**322**
Monroe	124	52	3	**179**
Mountlake Terrace	–	113	2	**115**
Mukilteo	–	–	61	**61**
Snohomish City	144	96	14	**254**
Stanwood	144	46	32	**222**
Sultan	26	7	7	**40**
Non-SW Unincorporated UGA	–	109	6	**115**
Rural Unincorporated	68	128	–	**196**
SW Unincorporated UGA	326	774	27	**1,127**
Unidentified Location	–	257	20	**277**
Totals for Project-Based Units	**3,104**	**4,921**	**844**	**8,869**
Countywide Total Number of Tenant-Based Rental Subsidies				5,131
Countywide Total of Project-Based and Tenant-Based Units				**14,000**

Source: Snohomish County Tomorrow. "2007 Housing Evaluation Report."

Table 2 summarizes the distribution of *both* project-based assisted housing units and tenant-based vouchers by jurisdiction in Snohomish County, as of February 2008. Since tenant-based vouchers may be used across jurisdictions, this table shows only a point-in-time distribution of the use of these rental vouchers.

Table 2:
Distribution of Dedicated Affordable Units by Jurisdiction, including Vouchers

Jurisdiction	Total Units
Arlington	625
Bothell (Snohomish Co. portion)	17
Brier	1
Darrington	29
Edmonds	337
Everett	4,291
Gold Bar	5
Granite Falls	61
Index	2
Lake Stevens	267
Lynnwood	1,822
Marysville	1,324
Mill Creek	457
Monroe	236
Mountlake Terrace	236
Mukilteo	121
Snohomish City	334
Stanwood	268
Sultan	69
Woodway	1
Unincorporated County (Urban)	2,718
Unincorporated County (Rural)	871
Unidentified location	492
Total	**14,000**

Source: Snohomish County PDS data presented at SCT Steering Committee on January 28, 2009.

The unmet need for housing assistance can be seen in the high demand for existing resources. HASCO maintains a wait list that includes over 4,000 households, with estimated waits as long as five years, while EHA closed its wait list and is not currently accepting applications.

While there is a network of capable, experienced affordable housing providers in Snohomish County, the production of new affordable housing opportunities has not kept pace with the growing need. Since 2002, nonprofits and housing authorities have added 2,019 affordable housing units in Snohomish County, which is a substantial amount relative to the private market, which produced just 2,023 apartments in same period at *all* income levels. However, this production cannot keep pace with the more than 4,000 additional households that become cost-burdened each year, according to Snohomish County Tomorrow estimates.[14]

The Snohomish County Consolidated Plan identifies three main barriers to creating affordable housing in the county: increasing housing demand due to fast population growth, high costs of housing and land, and limited funding for affordable housing.[15] The first two barriers apply to the private market as well as to dedicated affordable housing. The third factor, limited funding for affordable housing, is a particularly serious challenge for nonprofits and housing authorities. The creation of new dedicated affordable housing most often requires a complex financing package that includes many sources of public funding and private investment. Most housing developments require several successful applications through competitive federal, state, and local funding processes, each with compliance requirements lasting as long as 50 years.

Existing Funding Mechanisms in Snohomish County

The majority of funding for affordable housing in Snohomish County comes from federal, state, and private sources, including federal Section 8 vouchers, the state Housing Trust Fund, and private equity investment in projects receiving federal Low Income Housing Tax Credits. Local funding for affordable housing in Snohomish County usually provides a modest portion of the overall funding for affordable housing development (less than 10 percent of the total)[16], and the primary sources for locally-administered funding are federal and state pass-through funding for housing programs. The principal local funding processes in Snohomish County include the inter-jurisdictional Urban County Consortium, the City of Everett's Community Development Block Grant (CDBG) and HOME allocation, and the County's administration of state Homeless Housing Assistance Act funding.

Urban County Consortium

The Snohomish County Urban County Consortium is a partnership between the County and 19 of the cities and towns within Snohomish County. The Urban County Consortium administers federal and state pass-through funding for housing, support services, and non-housing capital projects. On behalf of the Urban County Consortium, Snohomish County

[14] Snohomish County PDS data presented at SCT Steering Committee on January 28, 2009.
[15] Snohomish County Office of Housing, Homelessness, and Community Development. Consolidated Plan. Available online: http://www1.co.snohomish.wa.us/Departments/Human_Services/Divisions/OHHCD/Consolidated_Plan/ (Accessed: March 27, 2008).
[16] Housing Consortium of Everett and Snohomish County. "Housing within Reach." Available online: http://www.housingsnohomish.org/advocacy.html (Accessed: February 11, 2009).

receives entitlement formula funds from HUD and through the Washington State SHB 2060 document recording fee. The HUD funding sources include the HOME, Community Development Block Grant (CDBG), Emergency Shelter Grant (ESG), and American Dream Downpayment Initiative (ADDI) programs.

For CDBG and ESG funds, the Consortium includes the unincorporated areas of the county and all the cities and towns except for the City of Bothell (which partners with King County) and the City of Everett (which receives its CDBG directly from HUD and its share of ESG from the balance of state funds administered by the State Department of Community, Trade and Economic Development (CTED)). For HOME, ADDI, and 2060 funds, the Consortium includes the City of Everett as well as the same 18 cities and towns, and unincorporated areas as for the CDBG and ESG funds. Through the inter-local agreement, Everett receives a 21 percent set-aside of the Consortium's HOME, ADDI, and 2060 funds, and conducts its own project selection process.

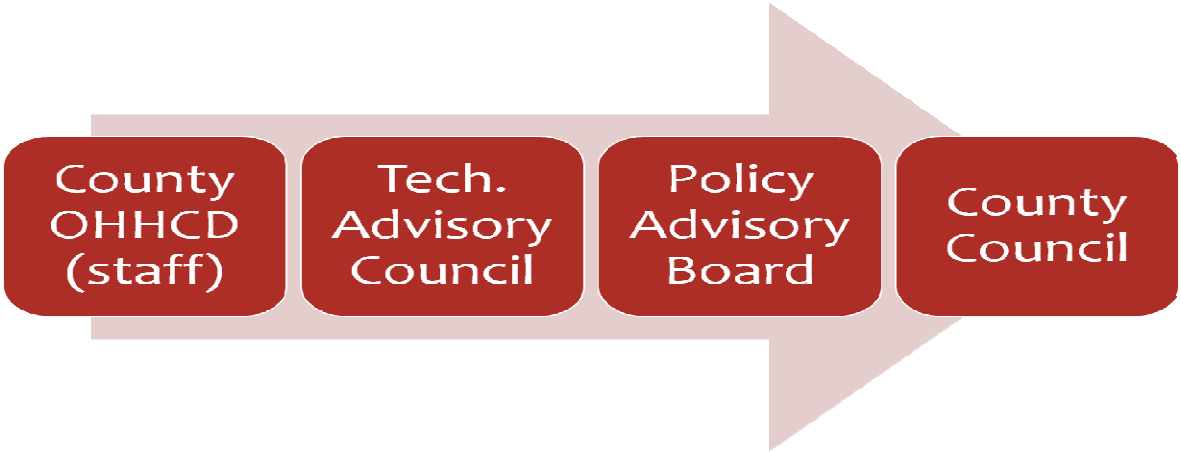
Besides the set-asides for Everett, the remaining funds are allocated through the Urban County Consortium's application processes. Funding applications are reviewed in three stages, first by the Snohomish County Office of Housing, Homelessness, and Community Development (OHHCD), then by the Technical Advisory Committee (TAC), and finally by the Policy Advisory Board (PAB). OHHCD provides staffing for the Urban County Consortium, manages the application processes, and is responsible for contracting with grantees, monitoring funded programs, and compliance and reporting procedures. OHHCD releases the Notice of Funding Availability and reviews applications for consistency with the county's Consolidated Plan and with the requirements of the grant sources.

The TAC is comprised of 29 members, including one representative from each member city and town, two selected by the County Executive, one representative from HASCO, and seven citizens that are selected by the PAB to represent low-income households, including senior citizens, persons with disabilities, minority persons, and homeless or formerly homeless households. The TAC reviews project proposals and makes recommendations on project selection to the PAB.

The PAB includes three members of the County Council, a representative of the County Executive, representatives of four of the participating cities, and a ninth member that is selected "at-large" by the other eight members and only votes in cases of ties. The PAB reviews the recommended projects and makes funding recommendations to the County Council, which makes the final approval.

Figure 2 shows the sequence of review and approval of funding decisions by participating jurisdictions and citizen members.

Figure 2:
Urban County Consortium Process for Funding Decisions



The Urban County Consortium is expected to award about $6 million of federal and state "pass through" funds for fiscal year 2009, of which about $3 million will be available for affordable housing programs, including housing development, preservation, and support services. From 2000 to 2008, CDBG funding awards were made for public facilities or infrastructure in 14 of the 18 member cities (not including Everett); and housing developments were funded in 12 of the 19 participating cities.

Other local funding mechanisms

Through inter-local agreement, the City of Everett receives a 21 percent set aside of HOME funds from OHHCD to allocate to eligible housing activities within the city limits. Everett is also a CDBG entitlement community and receives a direct allocation from HUD. Everett allocates funding for housing and public facilities separately from other jurisdictions in the county.

In 2005, the Washington State Legislature passed ESSHB 2163, the Homeless and Housing Assistance Act, which established an ongoing funding source collected through a document recording fee (primarily on mortgage documents). Counties are required to use these funds to support activities that prevent and reduce homelessness, as described in each county's 10-Year Plan to end homelessness. Snohomish County OHHCD administers the 2163 funds through its Ending Homelessness Program, which expects to allocate between $1.5 million and $2 million annually (revenue projections are being revised due to the slow down in the economy and in home sales). OHHCD currently uses this funding source to support operating and services activities, and not new capital housing projects.

Existing Housing Plans and Policies

This feasibility study seeks to align with existing affordable housing plans and policies in Snohomish County, including reports produced by Snohomish County Tomorrow, the Housing Consortium of Everett and Snohomish County, Snohomish County, the Homeless Policy Task Force, and Puget Sound Regional Council.

Snohomish County Tomorrow Housing Planning

Snohomish County Tomorrow (SCT) is responsible for developing and updating the Countywide Planning Policies (CPPs), which provide a guiding framework for the comprehensive plans of the County and cities. CPPs are designed to ensure that city and County comprehensive plans are consistent and fulfill the requirements of the Growth Management Act.

The CPPs currently include 21 policies specifically related to housing. Most of these policies would be relevant to the activities and objectives of an inter-jurisdictional housing collaboration, and five policies in particular are essential to the creation and implementation of such a program. These CPPs clearly demonstrate the commitment of cities and the County to seek ways to increase the supply of affordable housing, and to work inter-jurisdictionally on meeting these goals:

> HO-2: Make adequate provisions for existing and projected housing needs of all economic segments of the county.
>
> HO-3: Strengthen inter-jurisdictional cooperative efforts to ensure an adequate supply of housing is available to all economic segments of the county.
>
> HO-4: Adopt and implement a fair share distribution of low-income and special needs housing so as to prevent further concentration of such housing into only a few areas.
>
> HO-5: Each jurisdiction's comprehensive plan housing element will include strategies to attain the jurisdiction's fair share housing objectives.
>
> HO-6: Production of an adequate supply of low and moderate income housing will be encouraged by exploring the establishment of inter-jurisdictional private/public financing programs which involve local lenders and foster cooperative efforts with non-profit housing developers.[17]

The intent of the CPPs is that each jurisdiction incorporates these policies into their comprehensive plans. For example, the County Comprehensive Plan includes several strategies related to the provision of affordable housing, including encouraging building the

[17] Snohomish County Tomorrow. Countywide Planning Policies. Available online: http://www.co.snohomish.wa.us/documents/Departments/Council/Agendas/CURRENTCountywidePlanningPolicies.pdf (Accessed: February 12, 2009).

capacity of nonprofit housing developers; analyzing alternative funding for low-income housing, such as bond levies and partnerships with housing authorities and providers; and revising density and zoning regulations to increase land capacity.

The County Comprehensive Plan also includes the objective to, "Strengthen inter-jurisdictional cooperative efforts to ensure an adequate supply of housing is available to all economic segments of the county." In order to meet this objective, the County recommends this policy: "Snohomish County in cooperation with cities, public housing agencies, and other public, non-profit and private housing developers shall continue to strive to meet its fair-share housing allocations based on recommendations in the most recent Housing Evaluation Report as provided in the 2025 Fair Share Housing Allocation Report and Documentation."[18]

An inter-jurisdictional program to increase the provision of affordable housing across a range of income levels is encouraged by the CPPs and therefore should align with the comprehensive plans of participating member jurisdictions.

Based on CPP HO-4, SCT is also responsible for developing the *Fair Share Housing Allocation* report. The object of the Fair Share Housing Allocation report is to inform all jurisdictions of their "fair share" of housing for the number of low- and moderate-income households who are projected to be cost-burdened by 2025. In other words, the model describes the "fair share" of housing need for which each jurisdiction should plan, and includes both existing and projected housing needs.[19]

SCT also produces the *Housing Evaluation Report*, which analyzes the efforts made to achieve countywide and local housing goals, as set forth in the Countywide Planning Policies. The 2007 Housing Evaluation Report describes tools and strategies that each jurisdiction has implemented to support affordable housing. However, the report found that:

> "Our CPPs also call for inter-jurisdictional effort to achieve affordable housing goals and objectives. Unfortunately, little of this nature has occurred. Likewise, little action has been taken on the 'recommendations for working together' of the 2002 Housing Evaluation Report." [20]

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[18] Snohomish County Planning and Development Services. Comprehensive Plan. Available online: http://www1.co.snohomish.wa.us/Departments/PDS/Divisions/LR_Planning/Projects_Programs/Comprehensive_Plan/General_Policy_Plan.htm (Accessed: February 12, 2009).
[19] Snohomish County Tomorrow. Fair Share Housing Allocation. http://www1.co.snohomish.wa.us/Departments/PDS/Divisions/LR_Planning/Information/Plans/SCT+Reports/FSHousing.htm (Accessed: February 13, 2009).
[20] Snohomish County Tomorrow. "Housing Evaluation Report 2007." Available online: http://www1.co.snohomish.wa.us/Departments/PDS/Divisions/LR_Planning/Information/Plans/SCT+Reports/HER07.htm (Accessed: February 11, 2009).

Both of these reports would be extremely relevant to a new inter-jurisdictional housing program, which should seek to implement recommendations from both reports when appropriate.

Housing within Reach Report

In 2008, the Housing Consortium of Everett and Snohomish County developed a report that included strategies to more than triple the rate of housing production and double the number of affordable housing opportunities in Snohomish County by 2017. The *Housing within Reach* plan was sponsored in part by Snohomish County and the City of Everett, and was led by a committee of public, private, and nonprofit leaders.

The plan includes several recommendations for ways that jurisdictions could support housing by working together. The following recommendations for action present possible opportunities for collaboration among cities and/or the County:

- Urban Mixed-use Demonstration Project: recruit a nonprofit and a for-profit developer to collaborate on a demonstration project that includes both affordable and market-rate housing
- Incentive Zoning in Urban Areas: develop incentives to incorporate affordable housing within designated Urban Centers throughout the county
- Preservation of Manufactured Housing Communities: explore strategies to preserve manufactured housing that is at risk of closure or sale
- Waiver of Construction Sales Tax: advocate the State legislature to waive the State portion of sales tax for affordable housing[21]
- New Dedicated Local Revenue Sources: create new local funding for affordable housing, such as through a levy, bonds, or combination of public and private sources
- Homeless Initiative Partnerships: partner with new and existing State and philanthropic initiatives to end homelessness

The Housing within Reach plan estimated that the total costs of meeting its goal of serving over 32,000 households would be about $1.03 billion over ten years, including both existing (55 percent) and new (45 percent) resources. The proposed new resources include new sources of direct public financial assistance; increased leveraging of state, federal, and private loans and investment; and the value of development incentives for new affordable housing.

The implementation of a new inter-jurisdictional housing program could potentially overlap with some of the Housing within Reach strategies. The participating jurisdictions can use the financial modeling in the Housing within Reach plan to inform the development of the program's strategies and goals. The Housing within Reach plan specifically includes the following recommendation:

[21] Efforts to pass state legislation in 2009 were not successful; there may be efforts to pass similar legislation in future sessions.

> "Challenge each municipal jurisdiction in Snohomish County to generate a plan that will contribute $5 per capita of new value annually toward affordable housing solutions from fee waivers/discounts, surplus land donations/discounts, cash contributions (levy, bonds, or other new sources), land use designations, and policy changes. One way of implementing this would be for the Snohomish County Tomorrow Steering Committee to adopt a list of "ways and means" that would qualify, and later to evaluate and report each jurisdictions' contributions. In addition, a template and other technical assistance tools for implementing affordable housing production policies should be developed and disseminated. Snohomish County Tomorrow should study this recommendation as part of the current feasibility study of inter-jurisdictional programs to promote affordable housing." [22]

More information on the housing goals and financial estimates from this report is found in the annotated bibliography in Appendix 5, as well as in the Housing within Reach report itself, especially in the sections on "Strategies to Support Housing Stability" and "Funding Projections."

Other Housing and Homelessness Planning in Snohomish County

In 2007, the Snohomish County Office of Housing, Homelessness, and Community Development (OHHCD) developed its *Affordable Housing Production Plan*. That plan set a housing goal of ensuring housing affordability for 6,025 additional households from 2007-2017, through a variety of types of housing assistance, using existing housing resources. The recommendations of the AHPP provided the foundation for the Housing within Reach report.

As described in the funding mechanism section, the Snohomish County Consolidated Plan describes the housing conditions in Snohomish County and provides funding priorities for the federal HOME and CDBG funds administered by the Urban County Consortium. If it is decided that a portion the Urban County Consortium funding processes are integrated into a new inter-jurisdictional housing program, the program will incorporate the funding priorities in the Consolidated Plan.[23]

In Snohomish County and Washington State, the issues of affordable housing and homelessness have significant overlap. In 2006, the Snohomish County Homeless Policy Task Force led the development of *Everyone at Home Now,* the countywide 10-year plan to end homelessness. That plan focuses on addressing both the housing and services needs for people who are homeless or at risk of homelessness, with a goal to increase homeless housing by at least 2,500 units over ten years.

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[22] Housing Consortium of Everett and Snohomish County. "Housing within Reach." Available online: http://www.housingsnohomish.org/advocacy.html (Accessed: February 11, 2009).

[23] Snohomish County Office of Housing, Homelessness, and Community Development. Consolidated Plan. Available online: http://www1.co.snohomish.wa.us/Departments/Human_Services/Divisions/OHHCD/Consolidated_Plan/ (Accessed: March 27, 2008).

In January 2008, Executive Aaron Reardon convened the Housing and Homelessness Policy Oversight Committee to focus on strategies for increasing affordable housing and ending homelessness. The Oversight Committee will review the recommendations and progress on the Housing within Reach plan in spring 2009, and develop recommendations by this summer.

In early 2009, a new initiative to improve housing and services for homeless families – tentatively called "Investing in Families" -- will be led by the County, the Workforce Development Council, the Bill & Melinda Gates Foundation, and Building Changes. These planning efforts may influence an inter-jurisdictional housing program, particularly if the member cities prioritize housing for homeless populations or households earning below 50 percent of the median income.

Review of Best Practices

A central component of the feasibility study of inter-jurisdictional programs for Snohomish County is the identification and analysis of national and local best practices for inter-local collaborations. The consultant team worked with the PAC Housing Subcommittee to identify seven existing inter-jurisdictional programs as promising case studies, and conducted research on the histories of these programs, what they do, how they work, and what have been their outcomes.

The seven regional approaches were chosen through the consultants' review of literature; discussions with leaders in the field; and suggestions from the PAC subcommittee members. It should also be noted that there are a very limited number of examples of multi-jurisdictional efforts focused on affordable housing around the country.

The criteria used to select locations to study best practices were: a) inter-jurisdictional programs that resulted in the creation or preservation of additional housing units; b) programs that had longevity and a track record of continued support from local jurisdictions; c) local jurisdictions voluntarily joined the collaboration, and d) at least one example of a program that was not successful.

Some programs are focused on pooling capital resources to fund new housing opportunities, some focus on providing planning support to the member jurisdictions, and two programs include both features. It is important to note that for many of these models, the activities evolve over time and the program may take on new functions as it gains experience, visibility, and credibility in the community.

The following sections provide an overview of each of the seven programs, followed by a list of success factors that have been identified as best practices for inter-local programs. The seven programs profiled (also mapped in *Figure 3*) during this review of national best practices included:

- HEART: Housing Endowment and Regional Trust, San Mateo County, CA
- HTSCC: Housing Trust of Santa Clara County, CA
- WAHP: Washington Area Housing Partnership, DC-MD-VA
- REACH: Regional Employer-Assisted Collaboration for Housing, which includes suburbs of Chicago, IL
- LCA: Livable Communities Act programs in Minneapolis-St. Paul region, MN
- ARCH: A Regional Coalition for Housing in East King County, WA
- SKC: previous inter-jurisdictional efforts in South King County, WA

Figure 3
Geographical Locations of Profiled Programs

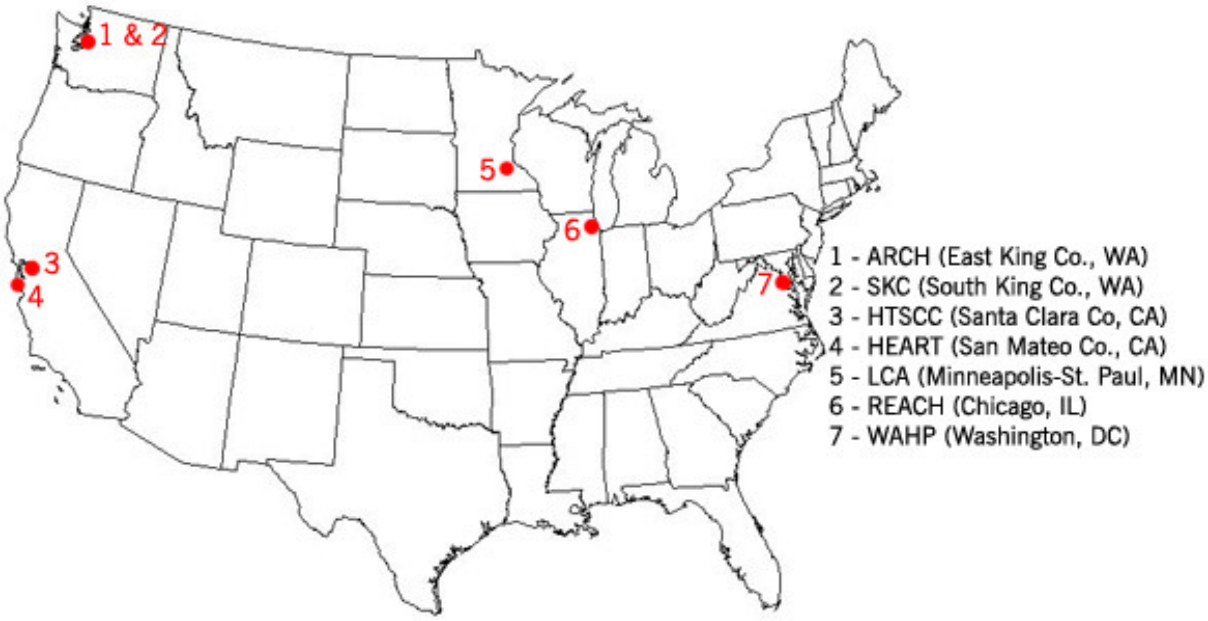


Table 3 provides a summary of the roles that these programs play in promoting the development of affordable housing opportunities in their communities.

Table 3:
Activities Performed by Inter-jurisdictional Collaborations

Program	Capital Funding	Planning Activities	Other
HEART	Public-private housing trust fund that provides revolving predevelopment loans for new affordable rental housing; and First-time homeowner downpayment program	none	Host educational forums for elected officials and general public
HTSCC	Public-private housing trust fund that provides grants and loans for new affordable rental housing; and First-time homeowner downpayment program	none	none
WAHP	none	Information clearinghouse of best practices in housing planning and incentives	Education and peer learning between cities and elected officials
REACH	none	Joint planning on employer-assisted housing issues between cities	Education and peer learning between cities and elected officials
LCA	Competitive state funding for member jurisdictions to support housing goals	Assistance with developing housing goals and strategies for participating jurisdictions	none
ARCH	Housing trust fund that provides loans, grants, and land donations for affordable housing; and First-time homeowner downpayment program	Development of land-use incentives for member cities; and GMA planning	Housing 101 for elected officials and general public
SKC	none	Planning support (but lacking sufficient development expertise)	none

Overviews of Other Regional/Inter-jurisdictional Affordable Housing Programs

HEART: Housing Endowment and Regional Trust, San Mateo County, CA

The Housing Endowment and Regional Trust (HEART) brings together the County of San Mateo and every incorporated city and town, as well as private businesses, to address affordable housing. HEART operates two main programs: a revolving loan fund and a homebuyer assistance program.

The creation of HEART was a largely grassroots effort that had a broad base of support in the community. Local advocacy led to a working group in 2002 of local public, nonprofit, and business leaders to recommend strategies for improving housing affordability in San Mateo County. In 2003, HEART was established as a new Joint Powers Authority and originally included the County and several cities. Municipalities were especially motivated to join because of state funding that had become available specifically for local housing trust funds. In this case, a combination of broad-based advocacy and state incentives were vital to starting an inter-jurisdictional program.

HEART is governed by a 20-member Board of Directors which includes nine municipalities, two County Supervisors, and nine members of the private sector. All budgetary decisions must also be approved by a separate Member Committee that includes all the cities and the County. Since its establishment, HEART has gradually added cities as members until August 2008, when the final remaining city joined.

HEART has been able to recruit members by demonstrating that it adds value to member jurisdictions and is responsive to their needs. For example, the homebuyer assistance program was created largely in response to the interests of member cities, and since only member cities could participate in the homebuyer assistance, that incentivized other cities to join and become dues-paying members.

The nonprofit Housing Leadership Council serves as the managing agent and provides administrative staffing for HEART, including the Executive Director. The San Mateo County Office of Housing provides program management services, including reviewing funding requests and recommending funding allocations. The County also provides legal services through the Counsel's Office. These cost-sharing measures keep overhead low for the program.

From 2003 to 2008, HEART has raised about $10 million from local, state, and private sources. The revolving loan fund provides short-term loans for affordable multi-family housing development. About 400 rental units have been funded through these loans. The homebuyer assistance program provides downpayment assistance and reduced interest rates for households earning less than $150,000, through a partnership with a private lender. In the pilot for the homebuyer assistance program, 100 households received assistance. HEART also works with HLC to provide educational forums for elected officials and the general public on affordable housing needs.

HTSCC: Housing Trust of Santa Clara County, CA

One of the most prolific inter-jurisdictional collaborations in the country has been the Housing Trust in Santa Clara County, California. The Housing Trust is a partnership between local business and the cities and County, and leverages millions of dollars of private and public money for homeownership programs, new rental housing, and homeless housing.

The Silicon Valley Leadership Group (SVLG), a membership organization of nearly 300 companies in the Silicon Valley area, has played a crucial leadership role in establishing and raising funds for the Housing Trust. Without the support of business leaders, the Housing Trust would not have gotten off the ground. During annual survey of member CEOs, SVLG found that the lack of affordable housing for working families was the number one identified need. In the mid-1990s, SVLG became involved with the Housing Action Coalition and was a vocal advocate for affordable housing, including appearing in support of dozens of proposed new developments at council and planning commission hearings.

Between 1999 to 2001, SVLG raised $20 million for a Housing Trust in Santa Clara County, with about two-thirds of the funding from private sources and one-third from the county and 15 cities and towns. The Housing Trust is a 501c(3) nonprofit with a volunteer Board of Directors, which includes two County supervisors, council members and mayors from nine of the 15 cities and towns in the county, and leaders from 13 local businesses. The Board sets funding guidelines and oversees a relatively lean staff of five full-time employees, whose workplans are dedicated to the objectives of the Housing Trust. The governance structure is responsive to the needs of the member jurisdictions and accommodates participation by cities of different sizes.

The Housing Trust operates two core programs: homeownership assistance for first time buyers, and loans and grants for affordable rental housing. For first time home buyers in Santa Clara County earning between 60 percent and 120 percent of Area Median Income (AMI), the Housing Trust provides downpayment or mortgage assistance. For developers of multi-family or homeless rental housing, the Housing Trust can provide acquisition financing, gap financing, construction loans, or permanent financing, up to a maximum of $15,000 per affordable unit. All multi-family rental units must be affordable to 80 percent of AMI, with a portion reserved for families earning below 30 percent of AMI.

As of 2008, the Housing Trust had received a total of $37 million in contributions, granted $29 million, and leveraged $1.3 billion in outside investment, to create over 7,000 housing opportunities. The Housing Trust benefited from a state matching incentive, which provided $2 million for the fund.

WAHP: Washington Area Housing Partnership, DC-MD-VA

The Washington Area Housing Partnership is a regional public-private partnership affiliated with, and located within, the Metropolitan Washington Council of Governments (COG). The mission of WAHP is to expand affordable housing opportunities within the metropolitan Washington region. The Partnership serves as an information clearinghouse, developing

reports on various aspects of the region's housing market and developing ways for member jurisdictions to share information on housing policies and programs.

The Partnership functions as a semi-independent unit within the administrative framework of the COG. Partnership members pay dues separately from the COG, and may include private as well as public members. The Partnership is governed by a Board of Directors that is separate from the COG. The Partnership Board develops its workplan annually, and works with the COG to dedicate a portion of staffing time from COG planning staff.

COG staff support the Partnership through the development and publication of a Toolkit of policies and programs that are best practices in the region and nation, and also the Annual Regional Housing Report, an assessment of the region's rental housing stock. Elected and appointed officials from the Partnership members play an active role in publicizing the tools that are available and sharing information with peer councils and officials. The active participation of elected officials has been key to creating and sustaining the Partnership, which does not benefit from external incentives or funding, such as state or philanthropic grants, beyond modest contributions for operations.

REACH: Regional Employer-Assisted Collaboration for Housing, IL

Two groups of communities in Illinois are currently working to develop inter-jurisdictional programs to promote affordable housing. These collaborations are using employer-assisted housing (EAH) as a starting point for cooperation. A regional nonprofit, the Metropolitan Planning Council (MPC), plays a lead role with both groups as facilitator and technical advisor.

The history for these inter-jurisdictional efforts begins with leadership by the State of Illinois to create incentives for EAH. The Regional Employer-Assisted Collaboration for Housing (REACH) was established in 2000 as a pilot project that linked a suburban employer with a local housing provider and MPC. The employer provided downpayment assistance and paid for pre-purchase counseling to employees, provided by the nonprofit housing provider. The design and facilitation of the partnership by MPC was funded through foundation support.

Building on the success of the REACH pilot, Illinois enacted a tax credit for businesses participating in EAH programs in 2002. Since then, the REACH program has broadened to include more than a dozen housing providers, which work with the MPC to support businesses engaged in EAH. With the help of REACH partners, over 1,300 employees statewide have purchased homes through EAH programs. MPC's funding for these coordinative efforts comes from local foundations, banks, the State development authority, and the City of Chicago Department of Housing.

Currently, there are two groups of five suburban cities that are independently developing inter-jurisdictional agreements. One is in the northern suburbs of Chicago, and includes adjacent jurisdictions from two counties with populations ranging from about 5,000 to about 35,000. The second group consists of five adjacent suburbs in northwest Cook County with populations between 25,000 and 80,000. All ten communities are considered relatively

prosperous, yet they employ tens of thousands of workers who are unable to afford the median home price.

MPC began working with these groups in 2007. Some of the jurisdictions had already implemented proactive housing policies, such as incentive zoning programs and housing trust funds, but it was clear that were real limits to the impact that a small- or medium-sized city could have in these expensive housing markets. Previously, most of the cities had not worked well together, but they seemed to see the value in combining their efforts to get a group of employers in the same room, talking about housing. They saw value in pooling their efforts to make the case to area employers that making it affordable for employees to buy a home close to where they work would be a win for everyone.

These ten municipalities see EAH programs as an easy first step to greater collaboration, both because it builds on an existing statewide framework of technical assistance and tax incentives, and because it requires no initial direct outlays by the cities. The cities are currently developing the organizational structure for their collaborations, with longer-term goals of using the collaboration to coordinate public resources, technical expertise, and data. The five cities in the northern suburbs have signed a Memorandum of Understanding that states:

> "Looking forward, we intend to join together to create an inter-jurisdictional housing organization, which will pool resources (financial, administrative and land-based) to create and preserve workforce housing opportunities in our sub-region, defined as the incorporated land of Deerfield, Highland Park, Highwood, Lake Forest, and Northbrook."

Collaboration on EAH is seen as the first step towards deepening the commitment to affordable housing by local governments. As Robin Snyderman, the MPC lead for REACH, explains, "In Illinois, employer-assisted housing has catalyzed a broader dialogue about the links between housing and economic development, which has led to public policy change." The REACH program envisions a gradual, phased approach for their collaborations.

The recent announcement of the federal Neighborhood Stabilization Program (NSP) has also created incentives for inter-jurisdictional collaboration in Illinois, which has indicated that there will be a funding preference for multi-jurisdictional proposals. An additional group of cities in suburban Chicago has issued a hiring announcement for an inter-jurisdictional staff position that will coordinate the five cities' NSP participation and provide other planning functions across the jurisdictions.

LCA: Livable Communities Act programs in Minneapolis-St. Paul region, MN

The Livable Communities Act (LCA) offers a voluntary, incentive-based approach that encourages jurisdictions in the Twin Cities area to develop and implement affordable housing plans. LCA programs are administered by the Metropolitan Council, a multi-jurisdictional collaboration serving communities in the greater Twin Cities area. Over 100 jurisdictions participate in LCA programs through the Metropolitan Council

In 1995, the Minnesota legislature passed the LCA, which created incentives for communities in the seven-county Twin Cities area to plan for affordable housing. Communities that wanted to participate in the incentive programs were given six months to negotiate their housing goals with the Metropolitan Council, and 95 municipalities signed up right away.

Before the creation of LCA, the Metropolitan Council already had deep ties and credibility in the region, which was an important reason why communities were comfortable working with the Council on the new LCA programs. The Council already included several other areas of inter-jurisdictional collaboration including transportation, long-range planning, and environmental activities. It is governed by a 17-member board representing geographic districts in the seven-county area, and it includes the Metro Housing and Redevelopment Authority, which administers over 6,000 Section 8 vouchers over four counties.

Any municipality in the seven-county area is eligible to engage in the LCA programs, after they complete the participation requirements. The first requirement is that the city must work with the Metropolitan Council to negotiate acceptable affordable and life-cycle housing goals; the original goals were over fifteen years, and cities will be required to update their goals in 2010. Then, the city must prepare a Housing Action Plan to identify how it will address its established goals.

After this plan is approved by the Metropolitan Council, the city is finally required to make an annual minimum annual investment of local discretionary expenditures or contributions to assist the development or preservation of affordable housing. This minimum amount for each city is determined by a formula and includes ownership opportunities that are affordable to households earning below 80 percent of AMI, as well as rental housing that is affordable to households earning below 50 percent of AMI.

As long as the city is current on its required contributions, it is eligible to apply for funding from three competitive LCA programs. The Livable Communities Demonstration Account currently provides up to $8 million annually for innovative development projects that demonstrate efficient use of land and infrastructure, and prioritize mixed-use, transit-oriented development. Funding may be used for public infrastructure, land acquisition, and site preparation. The Tax Base Revitalization Account currently provides about $5 million annually for communities to clean up polluted land for redevelopment, which may include affordable housing. Both these LCA programs are funded through a levy on the seven counties that was created by the state legislature.

The source of funding for the third program, the Local Housing Incentives Account, is through the Minnesota Housing Finance Agency (MHFA). MHFA reserves $1.5 million of its available funding specifically for LCA-participating cities. These funds may be used toward the preservation or development of affordable housing in LCA-participating cities.

In the case of LCA, relatively modest state investment (on a per capita basis) has been a critical factor in incentivizing the large majority of municipalities in the region to create housing goals and strategies to meet those goals. Over the first eight years of LCA, the state awarded $127 million in grants, which leveraged over $6 billion in private and public funding to create 25,000 housing units.

ARCH: A Regional Coalition for Housing in East King County, WA

ARCH is an inter-jurisdictional agency that brings together 15 East King County cities and King County to help preserve and develop affordable housing opportunities. ARCH plays several roles by helping its member jurisdictions to pool funding and resources for housing developments; to develop incentives for the creation of affordable housing; and to provide information, research, and education to officials and the broader community.

Three Eastside cities and King County created ARCH in 1992 through an inter-local agreement, funded through contributions by the four members, with substantial start-up funding provided by Bellevue. The support and leadership of Bellevue as a champion city was an important factor in the establishment and growth of ARCH. The founding program director for ARCH remains a City of Bellevue employee who dedicates his complete work plan to ARCH and the member jurisdictions.

Since its inception, ARCH has grown to include 15 cities and the County. ARCH is governed by an Executive Board, which consists of either a City Manager or Mayor from each jurisdiction. The Executive Board submits the work programs, budgets, and funding recommendations to the individual City Councils for their final approval and action. ARCH also receives advice on its work program activities and funding recommendations through a Citizen Advisory Board.

ARCH is served by full-time staff that report directly to the Executive Board. ARCH staff are dedicated to the program, which has allowed them to respond to the needs of the member jurisdictions. Member cities cite this as very important to the value they receive from participating in ARCH.

In addition, the City of Bellevue provides some staff capacity on loan for administrative purposes, including website development, human resources, and finance and accounting. This in-kind support has helped keep ARCH's costs low, which is important to keeping member dues reasonably low.

ARCH staff administer funding through the housing trust fund, work with communities to develop policies and incentives to enable the development of affordable housing, provide

education and information, and provide monitoring and research on affordable housing issues and trends in the region.

The ARCH housing trust fund brings together funding from all the members to pool resources and provide affordable housing that is distributed across the region. From 1993 to 2007, members contributed a total of $22.5 million through the housing trust fund, leading to the creation of over 2,600 units. Housing trust fund projects include rental housing, homeownership assistance programs, and manufactured housing communities.

ARCH also partners with the Washington State Housing Finance Commission to provide down payment assistance to first-time homebuyers with incomes below 80 percent of AMI. This program, called House Key Plus ARCH, provides up to $30,000 in a down payment assistance loan at a below-market interest rate. These loans do not have to be repaid until the home is sold or refinanced.

In addition to direct financial assistance, ARCH helps jurisdictions to provide land use incentives to developers of low-income housing, such as accessory dwelling units (ADUs) and density bonuses. ARCH also helps cities to develop the land use and housing elements of Comprehensive Plans. Between 1993 and 2005, over 800 units of affordable housing were created in ARCH jurisdictions because of land use incentives. Virtually all of these served households with incomes up to 80 percent of AMI, with only one unit being affordable to households below 50 percent of AMI.

One example of the land-use incentives developed with help from ARCH is the Mercer Island ADU program. ARCH worked with the City to create a program allowing homeowners to develop a second housing unit on their property that fit the City's regulations. Between 1995 and 2002, the ADU program created 167 ADUs on Mercer Island. In comparison, 56 units were created on Mercer Island through direct financial assistance from 1993 to 2005, and only 10 affordable units were created by the private market.

Table 4 summarizes the number of affordable housing units created through direct financial assistance through the ARCH housing trust fund or land donations, the number of units created by land use incentives by ARCH members, and the number of affordable units created by the private market.

Table 4:
Units of Affordable Housing Created in East King County, 1993-2005

Income Target	Direct Financial Assistance	Land Use Incentives	Market	Subtotal for Income Target
Up to 50% AMI	1,576	1	51	**1,628**
50 to 80% AMI	1,051	824	1,963	**3,838**
TOTALS	**2,627**	**825**	**2,014**	**5,466**

In addition to the trust fund and land use incentives, ARCH provides information and education regarding housing for the general public and for city leaders. In 2007, ARCH developed a Housing 101 curriculum that provides background on who is eligible for affordable housing, how housing is created in East King County, and what each city in East King County has done to help produce housing over the past 15 years. ARCH provides both general education and specific briefings to elected officials.

SKC: previous efforts in South King County, WA

During the 1990s, several cities in the South King County area attempted to create an inter-jurisdictional housing program, inspired by ARCH in East King County. The Housing Development Consortium of King County played an instrumental role in bringing cities together in what was called the South King County housing forum, which focused on developing awareness of affordable housing issues in the region. From that forum developed a short-lived attempt to create a new inter-jurisdictional program.

Only two cities signed on initially for the program and their financial contributions could not afford the level of staffing required to add value to the cities and encourage other jurisdictions to join. The proposed collaboration folded after about a year for two main factors: the lack of a clear mandate and workplan for the staff position, and the lack of expertise that position could provide. The program did not have a broad base of support, external support such as state incentives, or a workplan that added value for cities in the region.

Recently in 2008, several communities have resumed discussions about creating an inter-local program for affordable housing. There is substantial political will to create a program among elected and appointed officials, but there are two barriers that need to be addressed. The first challenge is finding funding in the current economic climate. The second challenge is developing a structure that functions effectively for the diversity of cities in the region, including those with strong Mayors and those with City Council and City Manager structures.

Critical Success Factors

Based on the review of seven programs that were jointly identified as promising by the PAC Housing Subcommittee and the consultant team, there are several important success factors that are shared by many or all of the collaborations. The following success factors have been identified as best practices for inter-local programs.

A. *The collaboration is led by an enthusiastic champion, especially in the early stages of design and implementation*

- HTSCC: the Executive Director of the Silicon Valley Leadership Group was a very vocal and well-connected advocate for the housing trust fund, and led both private and public fundraising efforts
- REACH: the owner of a manufacturing business worked closely with a suburban mayor to implement a pilot program for his employees, and then promoted the effort aggressively to other CEOs and mayors; also early buy-in from City of Chicago and key nonprofits and foundations
- ARCH: City of Bellevue played a key role in founding and supporting ARCH
- SKC: original efforts (1990s) lacked a key champion that could influence other cities to participate, which was a contributing factor to the program's failure

B. *Counties (or the State) are invested in the program and are active participants*

- (this is the case in all collaborations studied)
- HEART: counties provide staff and administrative support
- HTSCC and HEART: counties made a substantial investment of resources
- LCA: state authorized program and provided source of revenue

C. *The support of elected officials and/or key business leaders is instrumental in developing and sustaining credibility for the collaboration*

- ARCH: elected officials serve on the ARCH Executive Board and have direct involvement in creation of staff workplan and funding decisions
- REACH: the sub-regional collaborations between suburban cities have been spearheaded by mayors that meet together, and with businesses in their communities; participating businesses have been vocal spokespeople
- WAHP: elected officials play a key role in educating peer councils on the strategies used by local jurisdictions
- HTSCC: deep support from Silicon Valley Leadership Group members

D. In the absence of "top-down" incentives from the State, a broad base of support is critical

- HEART: major impetus was a housing forum of 200 advocates for affordable housing that wanted to see greater regional investment in housing
- ARCH: major impetus for creation was based on citizen's task force that identified affordable housing needs in Bellevue and East King County
- REACH: early pilots were the results of collaboration between advocates, businesses, local elected officials, and foundations

E. In the absence of widespread political will, momentum, and resources, a gradual and phased approach to collaboration can be successful

- ARCH: only four initial member jurisdictions, but gradually grew to 16
- HEART: started with about half the cities, but has grown to include all 20
- REACH: two parallel sub-regional efforts underway with five cities each

F. In the absence of external funding resources, an initial modest workplan can successfully evolve and add roles and activities over time

- REACH: member jurisdictions have vision of deep collaboration across multiple activities, but are starting with employer-assisted housing as the "low-hanging fruit" for collaboration
- ARCH: workplan has grown as more cities are added and members commit increasing resources

G. In the absence of substantial funding sources, member communities play a larger role in supporting the collaboration through peer and public education, and developing incentives for housing development

- ARCH: staff pursue strategies that help member cities support housing in non-monetary ways, such as ADUs, density bonuses, and public land
- WAHP: limited funding for staff time, so elected and appointed officials play a larger role in peer and public education and information regarding incentive programs

H. Staff are dedicated to the collaboration, so that their workplans and goals are based on the objectives of the collaboration and directly serve the members

- All collaborations dedicate specific full-time staff to initiatives
- ARCH: several full-time staff, including director, are solely dedicated to ARCH
- HEART: Executive Director of HEART also serves as E.D. of local nonprofit agency, and supervises full-time staff dedicated solely to HEART

I. *The collaboration minimizes overhead and administrative costs given local circumstances, often by co-locating at an existing agency; this "host" agency provides infrastructure support (such as accounting, office space, human resources) but does not govern or supervise collaboration staff*

- HEART: co-located with existing nonprofit dedicated to public education and advocacy for affordable housing
- ARCH: City of Bellevue provides administrative support for HR, website, finance, and accounting, but not programmatic dependence
- LCA: staffed by existing Metropolitan Council, the seven-county regional planning body
- WAHP: staffed by council of governments

J. *The administrative "host" agency for the collaboration is trusted in the community and has experience and expertise in housing planning*

- LCA: Metropolitan Council has extensive planning experience across the seven-county region and was well-known by member cities
- HEART: local nonprofit was well-known for its housing leadership and advocacy, and utilizes County staffing expertise
- ARCH: Bellevue provides administrative support but does not play a disproportionate role in development of policies or priorities
- SKC: staff position was not sufficiently funded to provide expertise of value to jurisdictions

K. *The collaboration creates a separate governance structure so that member jurisdictions have control over decisions regarding staff work plans and the use of any resources dedicated to the program*

- HTSCC: volunteer Board of Directors includes two County supervisors; council members and mayors from nine of the 15 cities and towns in the county; and leaders from 13 local businesses; The Board sets funding guidelines and oversees a staff of five full-time employees
- ARCH: Executive Board, which includes either a City Manager or Mayor from each jurisdiction, submits the work programs, budgets, and funding recommendations to the individual City Councils for their final approval; ARCH also receives guidance on its work plan and funding via a Citizen Advisory Board

L. *The collaboration's structure involves shared decision-making responsibilities and allows for participation of cities of different sizes*

- ARCH: the Executive Board includes every member city, and decisions are sent to each city council for approval

- HEART: all cities and the County serve on Member Committee, and several cities of different sizes and the County are on the Board of Directors
- LCA: cities of varying sizes negotiate housing targets with Metropolitan Council that fit their circumstances

M. The collaboration is responsive to member jurisdictions

- ARCH: ARCH staff serve as affordable housing staff support for each of the member jurisdictions, including assisting in the development of both policies and regulations, and providing education and information for member city councils
- HEART: designed a homeownership program that has been of sufficient value to cities that a substantial number have become members to have access to the homeownership program

The following matrix summarizes the degree to which the case study programs have demonstrated success with these 13 success factors. A full-shaded box indicates a high level of success, a partially shaded box shows a moderate degree of success, and a blank box indicates that the program does not include or has had no success with that success factor.

	Inter-jurisdictional Collaborations						
Critical Success Factors	HEART	HTSCC	WAHP	REACH	LCA	ARCH	SKC
A. Led by Champion		■		▨		■	
B. County/State Participation	■	■	■	■	■	■	▨
C. Elected/Business Support	▨	■	■	■		■	
D. Broad-Based Support	■	▨		▨		▨	
E. Phased Approach	■			■		■	
F. Incremental Work Program				▨		▨	
G. Education/Incentives	▨		■	▨		■	
H. Staffing	■	■	■	■	■	■	▨
I. Minimized Overhead	■		■	■	■	■	
J. Trust in Host Agency	■		▨	▨	■	■	▨
K. Governance Structure		■				■	
L. Shared Decision Making	■			▨	■	■	
M. Responsive to Members	■	▨	▨	▨		■	

Stakeholder Advice

Phase One Stakeholder Interviews

In order to evaluate the feasibility of inter-jurisdictional collaboration in Snohomish County to assess the climate for housing in the region, this study included two phases of stakeholder interviews. For the first phase, the PAC Housing Subcommittee identified a list of key stakeholders that were knowledgeable and interested affordable housing and local government issues in Snohomish County. The goal for these interviews was to understand better the needs for housing, the roles that local governments play, the prospects for greater collaboration, and the potential leaders for such collaboration in the county.

The consultants interviewed 23 individuals between August and December 2008, including two County Councilmembers, two members of the County Executive's staff, seven city elected officials and three city administrative staff (Bothell, Everett, Gold Bar, Lynnwood, Marysville, Monroe, Mountlake Terrace, Stanwood, Sultan), a representative of Tulalip Tribes, two nonprofit developers, two housing authorities, the executive director of the Puget Sound Regional Council, and three representatives from the private sector. Each interviewee received a short background document and guiding questions in advance.

Summary of Phase One Interview Responses

1. How serious is the affordable housing need in your community? What populations, if any, are having difficulty finding affordable housing and need additional assistance?

- Most described the needs for affordable housing as serious.
- At least four local elected and appointed officials said the need in their communities was not serious because there was ample supply of a range of housing types, but the need countywide was serious.
- Many felt the needs were most acute for lower incomes (less than 30% and less than 60% of area median income), but that households up to 120% were experiencing affordability challenges.
- The specific populations mentioned most frequently were those on fixed incomes (seniors, disabled, veterans), first time home buyers (young parents), single-parent households, and mobile home park residents.

2. Do you think that cities and the county should play a role in addressing affordable housing issues? If so, what roles should they play? What roles should local jurisdictions not play?

- Almost everyone interviewed believes that local government should play an important role.
- Creating development incentives and appropriate zoning regulations for higher densities, were often mentioned, including tools that allow municipalities to meet GMA targets.

- The housing developers felt strongly that governments must become partners – some good examples, but more needed.
- Cities and county should work with developers to avoid over-concentration of affordable housing.
- Most believe that local jurisdictions should not develop or manage housing.
- Most said local funding was not likely.

3. If you think that local municipalities should play a role in supporting affordable housing, what types of housing should be prioritized? Should your community focus on more attainable homeownership opportunities, or on affordable rental units?

- Most felt there is a need for both more ownership and rental housing opportunities.
- The elected officials tended to place a greater focus on ownership; private developers are also more interested in ownership in general, with a range of densities.
- *"Cities are generally interested in affordability for the next generation."*

4. How does your jurisdiction currently support affordable housing, if applicable?

- Several cities said they have, or are working on incentive programs, and either creating more higher density or mixed use zoning where affordable housing could be located.
- Several said they work closely with HASCO and non-profit developers.
- Few city officials know what other cities are doing with respect to affordable housing.
- Several elected officials observed that although they are interested, affordable housing is not a priority for their council.
- Several rural cities said that their housing stock was already more affordable relative to most of the county

5. Are you familiar with effective examples of jurisdictions working together to address important public policy issues, either in Snohomish County, regionally or nationwide? What are the characteristics that have made that collaboration successful?

- There was no single example that was mentioned often by participants. Those examples sited included Sound Transit, PSRC, Sno-Isle Library system, and the Evergreen Crescent (an economic development collaboration between Snohomish Valley cities).
- Several mentioned Snohomish County Tomorrow as a model, and one suggested that SCT should develop an affordable housing program. However, another participant cautioned, *"SCT is a good place to have a discussion, but not to get things done."*
- Most felt that a successful collaboration would have to have several components: 1) some type of sub-regional element so that cities in close proximity could work together, 2) decision making should be done in a fair manner, and 3) the county should be a participant but not in control of the effort. *"There is a lot of contention in county government right now."*

- Some believed that leadership from an energetic advocate would be critical to getting a program started.
- Several cities mentioned their participation in the Urban County Consortium process for allocating federal and state pass-through money, through the Technical Advisory Committee (TAC) and Policy Advisory Board (PAB). While some felt that the TAC and PAB provided a good means of getting input on specific projects, cities said that there was a need for a more general forum for municipalities to come together and talk about housing issues and priorities, including "equitable distribution" of affordable housing.

6. What is your assessment of the prospects for establishing a program in which multiple jurisdictions pool resources to address affordable housing in Snohomish County? What are the potential challenges that a new program may have to overcome in order to be effective?

- A majority felt the prospects are good. "The prospects are good if the county can commit some funding to empower cities." "Elected officials are getting it more."
- Several said they weren't certain if the political will exists to create such a collaboration. *"I have not seen the critical mass of elected officials that have an interest in this issue."*
- Challenges included the following: overcoming concerns about over-concentration of affordable housing, creating affordable housing that has high quality design, and securing funding to support such an initiative. *"It's hard to get elected officials to think beyond their immediate boundaries."*

7. What would interest your government or organization in participating in such a program?

- Education of city officials and citizens was mentioned by many participants.
- Staffing, technical assistance, and research to help cities work on incentive programs, zoning for higher densities, design regulations, meeting the housing requirements within GMA, credit enhancements.
- Most of the city officials and non-profit developers interviewed said they would like to be involved.
- The nonprofit developers said they have the expertise to form partnerships with cities.
- Both nonprofit and for-profit developers are interested in municipalities making development easier, such as expediting applications for permits or waiving fees.
- Program would need to be flexible to tailor ideas to specific needs of each city; present a "menu" of options for cities to implement.
- Several cities were interested in establishing a forum for talking about housing policies and priorities, including learning what other cities are doing and evaluating existing affordable and market-rate housing stock in each city

8. Under what circumstances, if any, would new local funding resources be desirable? Under what circumstances, if any, should voluntary incentives for developers be used across multiple jurisdictions to encourage new affordable housing?

- Creating a new local funding source at this time was not seen as likely/possible.
- Most participants felt incentives are an important tool for creating affordable housing.
- Several suggested that cities and county should work together to lobby for additional federal and state funding.
- Interest from developers in linking new infrastructure funding with housing.

9. If a multi-jurisdictional program were implemented using a phased approach, what might be some initial steps for implementation and developing momentum?

- Several participants suggested the first phase should be an analysis to find out what cities need, and then set measurable, concrete goals for a work plan.
- Several said that education for elected officials and the public is needed to show the importance of housing, how affordable housing works and whom it serves in the community
- Several suggested creating a structure with a sub-regional component so neighboring cities can work together.
- Several participants had specific suggestions for the types of technical assistance that would be useful, including: study use of city and county surplus property; implement a transfer of development rights (TDR) program in mixed use zones; focus on zoning for lands just outside city boundaries; and analyze the relationship between job creation and the need for affordable housing.
- Several suggested that the county could create an incentive for sub-regional cooperation on affordable housing by letting local jurisdictions make decisions about the using of federal and state housing funds (CDBG, HOME, and 2060). *"If the county is really interested in this approach they will have to allocate resources."*

10. Are there specific jurisdictions in Snohomish County that you believe would be particularly interested in participating in a multi-city affordable housing program? Are there cities that may be leaders on this subject in the county?

- The cities mentioned most frequently were Everett, Monroe, Marysville, Arlington, Stanwood, and Lynnwood. One elected official cautioned, *"The issue isn't on the radar of most cities."*

11. Who are the likely advocates and leaders in the community, including elected and appointed officials, business leaders, and other community members?

- Individuals mentioned by several participants included: Ed Petersen (E.D. Housing Hope), Tony Balk (Monroe Council Member), Lyle Ryan (Frontier Bank and Board member of Everett Housing Authority), Dennis Kendall (Marysville Mayor), Mark Smith (Lynnwood City Council), and Carl Zapora (President of United Way).

- Several mentioned the importance of leadership coming from the private sector.

Phase Two Stakeholder Interviews

For the second phase, the list of key stakeholders included some individuals who were interviewed in the first round, and others who were not. The list of interviewees was determined by the input from the first round of interviews, and feedback from the Housing Subcommittee.

The goal for the phase two interviews was to test the essential program outcomes and program design features, discuss the interest of local governments to participate in a potential program, and solicit ideas for next steps in developing such a collaboration. The consultants interviewed 18 individuals between February and April 2009, including five elected officials from cities, a County Councilmember, two state representatives, five city management and planning staff, a *representative from County Executive's office, the directors of Snohomish County Human Services and Planning and Development Services, the director of the Economic Development* Council, and one representative from a nonprofit housing agency. Each interviewee received a short background document and guiding questions in advance.

Phase One interviewees were also given the opportunity to respond to the interview questions from Phase Two using an online survey, and seven individuals completed the online survey, including three representatives from cities, one from a nonprofit housing agency, one from a housing authority, and two from the private sector.

The summary below of the Phase Two interviews includes both the 18 in-person interviews and the seven online survey responses.

Summary of Phase Two Interview Responses

1. Do the "Essential Program Outcomes" (listed on pages 1 & 2) correspond to the affordable housing goals in your community and countywide?

- In general there was support for the proposed program outcomes. "*We should want to create a ladder of housing opportunities."*
- There is support for locating affordable housing where it is accessible to employment, services, amenities and transportation. Some reacted positively to language stating that affordable housing should be located where there is the greatest lack of housing. Others felt statement should emphasize the location of housing where there is the greatest need.
- Several jurisdictions felt they have more than their fair share of affordable housing.
- "*It's important to spread housing around. A program should be geared toward distribution of affordable housing*."
- *"With regard to the desire to avoid over concentration of affordable housing, no city is meeting all the affordable hosing needs of their citizens. Some cities are doing better*

than others and they don't think it is fair that some cities don't provide enough affordable housing."

- Several sited concerns in their community regarding affordable housing locations being perceived as high crime areas – particularly privately owned and managed rental housing. "*What comes along with affordable housing is more crime."*

2. What outcomes in particular interest you? What outcomes offer little or no value to your community? Would you add or modify any outcomes to benefit your community or the county at large?

- There was a mixture of reactions about priorities. Some would prefer a focus on rental housing for low income, others would prefer a focus on home ownership opportunities, others see need for both.
- In general, there was more support for creating new home ownership opportunities. "*Home ownership is where we need to be. There are enough non-profits focused on creating more rental housing."*
- There was some interest in a broader continuum of housing choices – up to 120 % of median income. "*We would like housing opportunities for home ownership for teachers, fire fighters, and others who may be above 100% of area median income. Maybe we need to raise the income level to 120% of median income."*

3. Do the "Program Design Features" (listed on pages 2 & 3) provide sufficient direction and limitations on the activities of an inter-jurisdictional program that are realistic for Snohomish County? Would you add or modify any of these elements?

- Most said the minimum number of jurisdictions needed to initiate the program depends on which jurisdictions they are. Many felt the County needs to be a participant
- There was support for the idea that decision making should not be controlled by the County or any one city
- Educational efforts are important – both for the public and elected officials
- The program should be voluntary, but not so easy to withdraw that jurisdictions can come and go with every new election
- The private sector needs to be encouraged. The solutions to affordable housing issues will not be found solely through government actions.
- A distinction was made between creating a new organizational structure to govern a new program, and creating a bureaucracy to administer a new program
- The selection of staff will be key to the success of a new program
- If a new program is created housing developers should participate in some fashion
- Several suggested that local governments should not be prohibited from owning or managing affordable housing units if they felt it was in their best interest to do so.

4. Do local governments have a responsibility to create and preserve affordable housing? If so, what is the role of local governments? (This question was asked in the first round of interviews so would not be included for those individuals interviewed earlier.)

- All agreed that local governments play several roles to create and preserve affordable housing, including creation of zoning regulations, housing and building codes, and facilitate the use of public and private resources. *"Local governments role and duty is to create opportunities for affordable housing."*
- Many said that Growth Management Act (GMA) requires local governments to include a housing element in their Comprehensive Plans. "*Any city doing an objective and comprehensive job of planning will play a role in meeting housing needs."*
- However, at least one said the housing elements of most Plans are weak, and used to avoid doing any substantive work on affordable housing issues.

5. Is a local government's role in creating or preserving affordable housing enhanced by collaborating with multiple jurisdictions? Why, why not?

- Most of those interviewed said that the region's ability to create more affordable housing would be enhanced through an inter-jurisdictional collaboration
- *"Absolutely. It's good to know what others are doing and good for them to know what we're doing."*
- *"Increasingly, finding solutions to issues related to jobs, housing and transportation cross boundaries."*
- *"Most of the smaller jurisdictions are running as fast as they can to keep up with current obligations. They don't have time or resources to work on affordable housing. Working together allows them to learn about affordable housing strategies at a relatively low cost. An inter-jurisdictional approach would bring together jurisdictions of like minds to work on this issue."*

6. Would your jurisdiction be interested in collaborating with other jurisdictions to achieve the outcomes described? If so, what do you think could be accomplished? If not, why not?

- Most of those interviewed expressed interest in participating, although they made it clear that they could not commit on behalf of their councils, and several said that funding a new program would be a substantial challenge.
- *"We are interested in collaboration, but not if we have to make a financial contribution at this time."*
- Affordable housing is not a "top tier" issue for the Snohomish County business community, although some realize that county needs broad spectrum of housing options to support healthy economy

7. Would your jurisdiction be interested in participating in the program outlined in the "Initial Program Ideas" (listed on pages 3 & 4)? Which program elements would you or your jurisdiction find most useful, and which might dissuade you from participation?

- There was support for the list of eight potential work plan elements. "*This looks like what we need to do."*
- Several interviewees said that most small to mid-sized communities do not have expertise on affordable housing issues. It was suggested that a new program could be useful in providing technical assistance to those jurisdictions.
- The education of local officials and the public about affordable housing issues was mentioned by many as a useful potential work plan element. *"Neither electeds nor planners have a real good understanding of affordable housing issues or the resources available for affordable housing."*
- At least one participant said they would strongly favor creation of a new local trust fund to build new units of affordable housing.
- Several of those interviewed questioned whether any additional planning work needs to be accomplished. They stated a preference for providing technical assistance to jurisdictions on housing and zoning proposals.

8. For those portions of the Initial Program Ideas that suggest options (H. Supporting organizations and J. Funding) do you have a preferred approach? Why? Would you suggest other options?

- Everyone interviewed acknowledged that finding funding for this program will be a challenge. However, many suggested that it will likely be easier to secure CDBG funds for the program than local government general funds. Several mentioned the potential use of new CDBG funds included in the stimulus package, although it was also noted that competition for new CDBG funds will be intense.
- There was no consensus about which organization should serve as the "host" to provide administrative support for the program. Several mentioned that neither the County nor SCT would be preferable because the program should not be perceived as being controlled by the County. Several suggested that the EDC or one of the two housing authorities might serve as hosts.

9. If you support the program outcomes, but have concerns about the initial program ideas, are there suggestions for structuring a program that could make meaningful progress toward the outcomes?

- Several of those interviewed suggested that members of the Snohomish County building and development community should be involved in the new structure in some way. "*What's really missing is a focus on the private sector."*

10. Can you think of potential leaders or "champions" that may be willing to play a leadership role in creating such a program?

- There was general agreement that no one individual or organization is currently playing a leadership role to promote this idea. "*No one has stepped forward to propose this idea."*
- A number of individuals and organizations were mentioned as having potential to play a leadership role in creating an inter-jurisdictional collaboration. Those included the following: Bob Drewel (*), Marysville Mayor Kendall (*), Gary Weikel, Sam Anderson and/or Greg Tisdale (from the Master Builders), Gail Larsen (former CEO of Providence Medical Center), Anne Steves (Edmonds resident and owner of transitional housing units), Gary Oakley (CEO Boeing Employee Credit Union), John Caulfield (* City Administrator for Mountlake Terrace), The Housing Consortium (*), County Executive Aaron Reardon, the County Council, Everett Councilmember Brenda Stonecipher, Stanwood Mayor Diane White, Monroe Mayor Donnetta Waker , Sultan Mayor Carolyn Eslick (*), Bob Davis (HASCO Executive Director), Bud Alkire (Everett Housing Authority Executive Director), Lynwood Councilmember Mark Smith, Lynnwood Councilmember Stephanie Wright. (*) Mentioned by more than one individual

11. What do you see as possible next steps for bringing jurisdictions together on affordable housing issues?

- Many interviewees supported the creation of an implementation group to pursue the creation of an inter-jurisdictional program during the coming year. Several said they would be willing to participate.
- "*It will be important to keep the dialogue going and create a more visible forum."*
- *"A steering committee is a good next step."*
- One participant suggested that a focus group of supporters should be organized, and the group should be asked, "How can this idea best be moved forward?"
- "*The only way cities and the County will get more involved in this issue is through political pressure. The Housing Consortium is key to that effort*."
- It was suggested that it may be possible to work with the legislature next year (a supplemental budget year) to secure some funding support for a pilot project.

Essential Program Outcomes and Program Limitations

Based on the consultants' research on national and regional best practices, and the feedback from the stakeholder interviews and the PAC Housing Subcommittee, a proposed set of principles was developed to guide future collaborations on affordable housing. The Essential Program Outcomes describe the core long-term goals of a potential inter-jurisdictional collaboration, and the Program Design Features reflect both desired elements of a potential new program and elements that would not be acceptable for a new inter-jurisdictional program focused on affordable housing.

Essential Program Outcomes:

I. There will be a measurable increase in the number of affordable housing units[24] throughout Snohomish County available for lower income households.

IA. More affordable rental housing opportunities for low-income households (those making up to 50% of county median income), especially for seniors, those with disabilities, veterans, families with children, and those working in the service industry and as laborers.

IB. More affordable home sales opportunities for moderate-income home buyers (those making less than county median income), especially first-time homebuyers and people who work in our communities, such as teachers and public safety workers.

II. More affordable housing (both rental and ownership opportunities) in all participating communities, especially where there is the greatest need for and/or lack of affordable housing, and where there is good transportation and access to employment opportunities, amenities, and services.

III. Over the long run, in order to have the greatest impact on the creation of new affordable units, local governments should contribute additional resources toward meeting affordable housing needs in Snohomish County. Resources may include direct financial contributions, fee waivers, donations of land, in-kind contributions, or other forms of support. During the current economic conditions, however, local government resources used for affordable housing purposes will remain about the same.

[24] Affordable housing is not necessarily subsidized housing, but includes all types of **housing that can be rented or owned by families at a range of income levels without paying more than 30 percent of their incomes** on housing.

Program Design Features:

1. In difficult economic times, the program does not place undo financial burden on participating jurisdictions.

2. The initial collaboration will involve at least three jurisdictions.

3. It should not be difficult for other jurisdictions to join later (i.e. the program could begin with several jurisdictions, with others joining over time).

4. The program does not preclude sub-regional activities and can grow to a countywide or regional program if desired over time.

5. Activities do not contribute to a disproportionate concentration of affordable housing.

6. The activities of the program do not duplicate or compete with private or non-profit agencies in managing or developing housing

7. Decision-making is shared by member jurisdictions and is not controlled by the County or any single city.

8. The program must be able to withstand changes in administrative, political, or economic conditions over time.

9. The program should not create a new bureaucracy for administrative and back-office support, but instead should use an existing agency.

10. The program operates with an annual work plan with measurable objectives based on a sound needs analysis. The work plan must meet the needs of member jurisdictions.

11. The program does not allow housing providers to profit disproportionately to the housing benefits gained in the community.

12. The activities must show progress toward achieving goals within two years.

Summary of Findings

There are a number of important implications that can be drawn from the two rounds of interviews, the research on other national models, and the discussions with the Snohomish County Tomorrow Steering Committee, Planning Advisory Committee (PAC), and the PAC Housing Sub-Committee. These "findings" are described below.

What the Study Found

A. The need for additional affordable housing throughout Snohomish County has been well documented. In 2005 Snohomish County Tomorrow estimated that 55,000 lower-income households lived in unaffordable housing in 2000, and that this number would increase to 83,000 by 2025. By 2007, however, the figure had already reached 80,000 households.

B. The adopted Countywide Planning Policies call upon Snohomish County local governments to strengthen their collaborations to ensure adequate supplies of affordable housing for all economic segments of the population. SCT's recent Housing Evaluation Report noted that few case of this kind of collaboration have occurred in Snohomish County.

C. There appears to be a wide range of knowledge and understanding about affordable housing needs, issues and terminology among government officials and community leaders. A number of those interviewed suggested that increasing the depth of knowledge about affordable housing among elected and appointed officials, and the public would be very useful.

D. Several interviewees described a perceived strong correlation between high-crime locations in their community and affordable housing sites, particularly in properties owned and managed privately rather than by non-profit agencies or public housing authorities.

E. Some representatives of jurisdictions believe there is a geographic imbalance in the supply of affordable housing. They believe that their cities are providing a disproportionate share of affordable housing (both private and public) compared to other jurisdictions.

F. Some members of the business community understand the need to maintain a balanced mix of housing choices for Snohomish County's work force. However, affordable housing does not appear to be a high priority concern for the Snohomish County business community at this time.

G. Some elected and appointed officials in Snohomish County have interest in creating a new inter-jurisdictional program focused on creating and preserving affordable housing. However, that interest is not uniform across all jurisdictions or even within jurisdictions.

H. All those interviewed for this study believe that local governments play an important role in helping to create affordable housing in their communities. Some see government's role as providing a zoning and regulatory framework that encourages development of affordable housing by private and non-profit developers. Others see local government's role as providing education for their residents about the affordable housing needs in their communities and setting goals for meeting those needs.

I. Among those interviewed, support exists for certain "Essential Program Outcomes" described in the previous chapter. However, there appears to be a broader level of support for the creation of new home-ownership opportunities for households earning up to 100 percent of the county's median income, than there is for the creation of rental housing targeting those earning 50 percent of the county's median income or less.

J. Among those interviewed support exists for the draft "Program Design Features", described in the preceding chapter. These elements provide useful parameters for a program recommendation.

K. Those supportive of creating an inter-jurisdictional affordable housing program cited several potential functions they believe would be valuable. They suggest that a new program could:

1) Provide a vehicle for cities and the County to focus attention on affordable housing issues

2) Enable participating jurisdictions to share information about successful policies and programs that help create affordable housing

3) Provide the staff expertise in affordable housing planning, design and implementation that most small and mid-sized jurisdictions do not have,

4) Educate local elected officials, government staff, and the public about affordable housing issues ,and

5) Help to identify and secure additional federal, state, local and private resources for affordable housing development

L. Only a handful of successful inter-jurisdictional affordable housing programs exist in the U.S. Some focus on creating new local capital resources for housing development, , while others focus on a combination of regulations, incentives, and other planning activities to promote, encourage, or require affordable housing development.- A few engage in both planning activities and the creation of new capital resources.

M. Given current economic conditions, this is not seen by most interviewees as a time when a new local capital funding source can be shifted or created to support development of affordable housing. Instead, those who support the creation of an inter-jurisdictional program believe that a new collaborative program should be focused on a variety of technical assistance, educational, and planning activities. A new program may be eligible for new or existing state and federal funding sources, but considerable

competition for these dollars suggests that there is no easy answer regarding the potential source of funds for new staff, capital improvements, or other expenditures.

N. Research into other models around the country suggests that creation of a new program requires at least one champion to play a leadership role. That leadership could take the form of promoting the new program and recruiting others to participate, or providing funding or in-kind services. To date, no jurisdiction or individual has expressed an interest in stepping forward to champion a new initiative.

O. If an inter-jurisdictional structure is created, both the research on other national models and the reactions from those interviewed suggest that for-profit and non-profit housing developers should be involved in the new program in some fashion.

P. Other national models have created dedicated staff capacity to support a meaningful multi-jurisdictional collaboration focused on affordable housing. This has required funding resources to support the appropriate level of staffing and some administrative services, if those services are not provided in-kind by an existing organization.

Q. Research on other national affordable housing models suggests that new governance structures have been developed to focus on the implementation and management of the program, but existing organizations have been utilized to provide administrative support.

Conclusions and Program Proposal

Conditions for Proceeding with New Inter-Jurisdictional Program: Threshold Recommendation

Mindful of the findings that were based on the stakeholder interviews, research on other regional programs, and existing plans and policies, the project team concludes that creation of a new voluntary inter-jurisdictional program to build or create more affordable housing in Snohomish County is feasible and could be an effective tool for jurisdictions looking for new strategies to meet their affordable housing goals. It is recommended that a new inter-jurisdictional program should be created once four-threshold conditions are met:

Condition 1: A "critical mass" of jurisdictions elects to participate as founding members.

Condition 2: Sufficient funding is secured to support the program for at least 24 months.

Condition 3: A host agency is identified to provide back-office administrative support, such as payroll, accounting, and IT services.

Condition 4: The participating jurisdictions have reached agreement on who the program will serve and how it will be governed.

Alternatives Analysis

A number of alternatives were considered for organizational models (or governance structure), staffing, funding, and administrative support, prior to developing more detailed program recommendations. These alternatives were identified based on research of other national models and reactions to the "Initial Program Ideas" that were tested in the second round of interviews with local officials and community leaders. The following provides a brief description of some of the key alternatives, and a listing of the relative pros and cons.

Organizational Model (or Governance) Alternatives

Several different organizational structures were considered as ways to enable multiple jurisdictions to work together to create additional affordable housing in Snohomish County. The following alternatives consider utilizing existing structures already in place, and the potential creation of a new structure, as ways in which jurisdictions could govern a new program. Based on the research of other national programs, the success of a particular organizational model depends on the strength of support for that structure from participating jurisdictions, whether the jurisdictions feel that they have sufficient control over the decisions made about the direction of the program and the use of resources, and the level of resources (for staffing and/or capital funding) devoted to support the organizational structure. No one organizational model appears to determine success. (It is important to note that the governance structure does not necessarily have to be the same as the structure used for administrative support – see below.)

Interested Jurisdictions Agree to Work Together Informally – Any Snohomish County jurisdiction (individual cities, the County and tribes) could agree to collaborate with one another to share information about affordable housing strategies, pool resources to pay for staff or consultant services, or develop joint plans. This collaboration could be accomplished without any formal agreement. Member jurisdictions could agree to meet regularly to review progress on the work plan.

Pros

- Like-minded jurisdictions would be motivated to pursue additional planning activities together to create affordable housing
- Would not require creation of a new structure
- Cost would be minimal. Pooling of staff or funding could stretch limited resources further.

Cons

- Difficult to maintain an informal collaboration over time. Turnover among elected officials and staff could affect strength of collaboration.
- Most small and mid-sized jurisdictions do not currently have sufficient resources to devote to affordable housing issues
- Opportunity exists now for this type of collaboration and it has not occurred

Utilize an Existing Inter-Jurisdictional Forum Provided by Snohomish County Tomorrow (SCT) – Representatives from all jurisdictions within Snohomish County meet monthly at SCT

meetings. SCT's mission is to "adopt a publicly shared vision, including goals and policies, to guide effective growth management". Their primary function is to oversee the Countywide Planning Policies, of which affordable housing is one component. The forum serves as an opportunity for participating jurisdictions to share information. There are separate meetings for elected officials (the Steering Committee), city managers (the City Managers Group), and planning staff (the Planning Advisory Committee) from member jurisdictions.

Pros

- SCT provides an existing forum for elected officials and planning staff to discuss issues of common interest and concern. All jurisdictions would be familiar with this organizational model.
- Affordable housing issues have been discussed at the SCT forums for elected officials and planning staff
- County provides administrative support for SCT

Cons

- SCT meeting agendas include a wide variety of topics. It could be difficult to provide a consistent focus on affordable housing issues.
- SCT membership includes all cities, the County and local tribes. Based on this study's Findings not all Snohomish County jurisdictions will want to participate in an affordable housing collaboration.
- A focus on one topic (affordable housing), just for member jurisdictions (assuming that not all jurisdictions would join) would be a departure for their current role.
- SCT is not a decision-making forum. The organizational model must allow for a governance structure that can make decisions about the direction of the collaboration.
- May not be perceived as a "neutral" forum by participants because it is staffed by the County

Utilize an Existing Non-Profit Structure, such as the Housing Consortium of Everett and Snohomish County – The mission of the Consortium is to "provide strategic leadership in crafting policy and program solutions to affordable housing challenges in Snohomish County." The organization serves as an association for its members: non-profit developers and housing service providers. It also has non-voting associate members who represent businesses and organizations concerned about affordable housing. And there are four non-voting governmental members.

Pros

- The mission and goals of the Consortium are consistent with the purpose of creating an inter-jurisdictional collaboration around affordable housing
- It serves as a forum where two cities, the County and tribes can interact with housing developers and other advocates of affordable housing
- It is a trusted non-profit organization. Seen as a leader advocating for affordable housing issues.
- Utilization of a private non-profit structure would allow the program to be eligible for private foundation grants

Cons

- The Consortium's primary focus is on the interests of their non-profit members

- Few cities are members of the Consortium, and government entities are non-voting members of the organization.
- The Consortium is an advocacy group. This would require a major shift in the work of the Consortium.

Create a New Organizational Structure Focused on Affordable Housing – This model would establish a new organizational structure for the sole purpose of allowing multiple jurisdictions to collaborate on the creation of more affordable housing. It would be established by creating a formal inter-local agreement, or memorandum of understanding, to define roles, responsibilities, and secure commitments from the volunteer participants. State law (RCW Chapter 39.34, the Interlocal Cooperation Act) authorizes such agreements and describes the terms that must be included in the agreement. Each participating jurisdiction would need to secure legislative approval before signing the agreement.

Pros

- Single-purpose nature of this model would provide a strong focus on affordable housing
- Only jurisdictions wanting to collaborate would participate. All participants would be motivated to succeed.

Cons

- Will take significant time and energy to create a new organizational structure
- Could be some confusion about relationship with Snohomish County Tomorrow, the Housing Consortium and other regional forums
- Not clear if there is sufficient interest on the part of Snohomish County jurisdictions to take the steps necessary to create a new structure

Program Staffing Alternatives

If an inter-jurisdictional collaboration is created that focuses on planning activities, staff resources will be required to carry out that work. There are several approaches that can be considered for establishing the initial staff capacity to implement the new program. The selection of the preferred staffing model will be influenced by the agreed upon work plan for the program.

Loaned Executive – Some organizations are able to negotiate agreements with private companies or large government agencies, to utilize the services of a "loaned" executive to provide staff support for a project. Typically, the company or agency loaning the executive pays all, or a portion, of the cost of the salary and benefits for the employee. These arrangements usually last for one or two years. For example, the Boeing Company has a long history of offering loaned executives for different types of community service activities.

Pros

- A loaned executive should have the skill set and expertise to work well with local government officials and community leaders
- A short-term staffing arrangement may allow the program to develop over one or two years, at which point there will be better information or more stable funding for creating a permanent staffing plan

- If the loaned executive's sole responsibility is the inter-jurisdictional program they will be able to focus all of their attention on the affordable housing work plan
- If a donation of a staff resource can be secured it would significantly reduce the start-up cost for a new program

Cons

- May be difficult to find a candidate with experience and expertise in affordable housing planning and development
- Could result in turn over of key staff at critical time in the development of the new program. Would not provide a stable funding base for continuation of the program.
- In this economic climate it may be difficult to find a private company or public agency that would loan staff for an extended period of time, and pay for all, or a portion of, the costs.
- There are no obvious organizational candidates for this approach

Utilize Existing Staff – Staff already working on affordable housing issues for municipal, county or non-profit agencies could be asked to accept additional responsibilities to conduct planning activities for members of a new inter-jurisdictional program.

Pros

- Would employ the talents and experience of staff who are currently working on similar issues in Snohomish County jurisdictions
- May be a cost-savings by using existing staff capacity rather than hiring new staff

Cons

- Would be difficult for staff to manage existing duties and provide quality staff support to multiple jurisdictions.
- Recent budget constraints, and staff reductions, have severely limited the capacity of existing staff to take on new responsibilities
- It is likely that only a larger government entity could potentially offer existing staff resources
- May be difficult for staff in one jurisdiction to provide much support to other jurisdictions
- Would not provide stable funding base for continuation of program
- There are no obvious organizational candidates for this approach

Create a New Dedicated Staff Position(s) – One or more new positions could be created to provide the staff support needed to conduct a variety of planning activities for those jurisdictions that join an inter-jurisdictional collaboration. The staff would have lead responsibility on affordable housing issues for all member jurisdictions, working closely with the Councils and planning staffs of all members.

Pros

- Allows staff to be focused solely on the affordable housing work plan for the inter-jurisdictional program
- Should be able to hire staff with strong expertise in affordable housing issues
- Staff should have a high level of responsiveness to requests for assistance from participating jurisdictions, since they will not have competing work requirements

- Would be beneficial for those jurisdictions that do not currently have staff to work on affordable housing issues
- This could free up the time of some existing city or county planning staff currently working on affordable housing issues

Cons

- Will require funding to create new dedicated staff capacity. The current economic climate creates challenges for finding available funds.
- There could be overlap with the work of existing planning staff among cities or the county working on affordable housing issues. Avoiding that overlap would require coordination of work plans.
- Staff member with strong understanding of housing issues may not have understanding of local conditions among all member communities

Hire Consultant(s) – Staff support would be provided by one or more consultants with experience in affordable housing planning and development. This could be structured as a fee-for-service arrangement, with the consultant paid for services rendered to participating jurisdictions, or as a flat rate, with the consultant team available for a certain number of hours per month/week to work on the program.

Pros

- Allows the program to hire specific expertise related to the work plan priorities identified by member jurisdictions.
- Consultants would be focused solely on the affordable housing work plan for the inter-jurisdictional program
- Consultants may be well suited for helping to design and implement the program, and then transition it over to dedicated full-time staff
- Would be beneficial for those jurisdictions that do not currently have staff to work on affordable housing issues
- This could free up the time of some existing city or county planning staff currently working on affordable housing issues

Cons

- If focus of consultant work is to help design and implement program then more permanent staff capacity will be needed after program is up and running. May be difficult to create program continuity with staff changes during first several years.
- Will require funding to support this alternative. The current economic climate creates challenges for finding available funds
- May be difficult to find consultant that could devote sufficient time to meet the needs of all member jurisdictions

Administrative Support Alternatives

In addition to the governance structure and staff support needed to carry out the work plan for an inter-jurisdictional program, there will be a need for administrative support for a new program. The administrative support could include use of an administrative assistant's time, IT and technical support, use of space and equipment, human resource services, contracting, and accounting and payroll services. An entity that provides these administrative support

services could be considered the "host agency". Several of the national inter-jurisdictional models have used existing organizations as the host agency, rather than creating new entities. The administrative support services could either be paid for by member jurisdictions, or provided as an in-kind contribution (at least in the initial years) by the host agency. (It is important to note that the administrative support structure does not necessarily have to be the same as the governance structure.)

None of the seven options for potential host agency have been approached specifically about their willingness to provide administrative support services on either an in-kind or fee for service basis. Those discussions will be an important part of the implementation of an inter-jurisdictional program (see section below on implementation).

Snohomish County Tomorrow (SCT) – Administrative support for SCT is provided by Snohomish County, with dues paid by all member jurisdictions. The dues are assessed on a per-capita basis, based on the population of each participating jurisdiction.

Pros

- Already provides administrative support to the various SCT forums. It is a model that jurisdictions are familiar with.
- There is a dues payment structure in place, although it would have to be modified if some jurisdictions participated in the new program (and others did not), and payments were made to the County to support administrative services (as opposed to those services being provided on an in-kind basis).

Cons

- Could place a burden on existing staff support services
- If payment were required for services, it would be challenging to raise dues in the current economic climate to increase the level of SCT administrative support for a new program
- SCT is perceived by some cities as being controlled by the County because it is staffed by the County and recommendations from the SCT Steering Committee are made to the County Council

Housing Authority of Snohomish County (HASCO) – The Housing Authority owns and manages more than 2000 subsidized affordable housing units throughout Snohomish County. They are well regarded by those interviewed for this study. HASCO has a staff of sixty-four individuals.

Pros

- Trusted partner that was frequently mentioned by cities in the stakeholder interviews as having good relationships with cities and the County
- Has full range of administrative support services, and has excellent knowledge of affordable housing issues county-wide
- Could be perceived as "neutral" entity

Cons

- Mission focused on housing development and management, as opposed to creation of regulatory and/or zoning recommendations
- Could place a burden on existing staff support

Everett Housing Authority (EHA) – The Housing Authority owns and manages subsidized affordable housing units in the City of Everett. The EHA has been in existence for more than sixty years. It has a staff of approximately sixty individuals.

Pros

- Has a long and successful track record as an organization that provides affordable housing opportunities for the citizens of Everett
- Has full range of administrative support services, and has excellent knowledge of affordable housing issues county-wide

Cons

- Mission focused on housing development and management, as opposed to creation of regulatory and/or zoning recommendations
- Their work is primarily within the City of Everett. Most other jurisdictions do not have a working relationship with the Everett Housing Authority. May not be perceived as "neutral".
- Could place a burden on existing staff support

Housing Consortium of Everett and Snohomish County – Serves as the supporting organization for a coalition of non-profit housing developers and service providers, and others concerned about affordable housing. Has been in existence for seven years. The Housing Consortium has a small staff of two full-time employees.

Pros

- Excellent knowledge of affordable housing issues county-wide
- It is a trusted non-profit organization. Seen as a leader advocating for affordable housing issues.
- Utilization of a private non-profit structure would allow the program to be eligible for private foundation grants

Cons

- Would be a departure from their current role
- Very limited staff capacity currently
- Could place a burden on existing staff support

Snohomish County Economic Development Council (EDC) – The EDC "is a private, nonprofit organization that collaborates with businesses, citizens, and government to support and develop the County as a strong and vibrant economic force." They currently have ten staff members. A precedent for this type of connection between housing and economic development was established recently when the Snohomish County Work Force Development Council agreed to serve as the host agency to support the development of a family homelessness business plan for the county.

Pros

- Excellent knowledge of all of the jurisdictions within the county
- It is a trusted non-profit organization. Seen as a leader advocating for the interests of Snohomish County.
- Utilization of a private non-profit structure would allow the program to be eligible for private foundation grants

- A recent precedent was established for this type of role with the Work Force Development Council providing administrative support for the county family homelessness initiative

Cons

- Would be a departure from their current role. They have limited knowledge of affordable housing issues, and housing is not a primary focus of the organization.
- Limited staff capacity currently
- Could place a burden on existing staff support

Snohomish County – County government is a large, general purpose government. It provides a variety of administrative support services for county programs.

Pros

- The County currently works with cities throughout the county
- The County's Office of Housing, Homelessness, and Community Development (OHHCD) already administers inter-jurisdictional housing program through the Urban County Consortium
- The scale of county government could provide an opportunity to utilize existing staff to provide administrative support for a new program
- The County may have a stronger commitment to the program goals if they serve as the host agency

Cons

- Recent reductions in county staff could make it challenging for staff to take on additional responsibilities. Could place a burden on existing staff support.
- County provision of support services could create perception that County would control program decision-making

A large or mid-sized city – A city with a sizeable general purpose government could provide the administrative support services for a new program. The larger the city, the greater the likelihood that they would have sufficient staff resources.

Pros

- Larger cities have a full range of administrative support services
- Other participating cities may have more trust in a city as a host agency
- There may be stronger commitment to the program goals from the host agency

Cons

- Recent reductions in municipal staffs could make it challenging for cities to take on additional responsibilities. Could place a burden on existing staff support.
- One municipality serving as a host agency could be perceived as having control over the program

Funding Alternatives

If new staff capacity is created to support the work plan for an inter-jurisdictional program, and if payment is required to a host agency to provide administrative staff support, a source of funds will be required to pay for those services. In the current economic climate it will be a challenge to find new fund sources for this purpose.

General Fund Contributions from Participating Jurisdictions – Members of the new inter-jurisdictional program could contribute general fund dollars. This source of funds from participating jurisdictions (cities and the county) could support a portion or all of the program costs. Although local general funds do not traditionally support housing programs, there is precedence for this type of expenditure. Some cities currently contribute general fund resources to support social service programs (which are typically funded by state and federal programs).

Pros

- Would serve as an indication of the level of commitment and buy-in from participating jurisdictions
- Does not take resources directly away from other housing programs
- Even small contributions establish a precedent that can be built on in better economic conditions
- Funds can be used for supporting staff and administrative expenses of a new program

Cons

- During the current economic conditions, general fund resources are very scarce for the majority of cities and the county. Most jurisdictions have had to make significant reductions in general fund expenses.
- Many cities in Snohomish County have modest commercial or industrial development, and therefore limited tax bases. This limits some cities ability to contribute general fund resources.
- General fund contributions may vary over time as they are subject to fluctuations in tax revenues

Grant Funding from Private or State Sources – Grant funds could be used to start a new program. Typically, grant funds are not available for ongoing administrative or staff support. However, they are available for program start-up, and as a match for other funding sources. If a portion of the housing to be created were prioritized for households experiencing or imminently at risk of homelessness, it might be possible to secure education, advocacy, planning and/or operating funds from philanthropic and business leaders who are committed to ending homelessness.

Pros

- Can be very attractive for jurisdictions to join a program that brings outside money to the table
- There could be some attraction to help start a program that could be replicated in other parts of the state or region.
- Funds are generally more flexible than other local government sources

Cons

- The challenging economic climate is affecting State government and private philanthropies in the same way it is affecting local government revenues. There is generally a scarcity of private and state funding for new housing programs.
- A one-time grant will not sustain the program over time. An ongoing source of funds will be necessary to implement the program.

- Snohomish County does not have the same scale of private business-driven philanthropy as some communities that have created similar programs (i.e. Silicon Valley or suburban Chicago area). In addition, affordable housing issues do not currently appear to be a high priority for the Snohomish County business community.
- Typically private foundations will not fund local government initiatives. They will provide grants to private non-profit organizations.

Community Development Block Grant (CDBG) – Both Snohomish County and the City of Everett receive federal CDBG funds. Typically CDBG funds are used for affordable housing capital projects and programs, public facilities and infrastructure, and public services. The City of Everett allocates approximately $900,000 in CDBG funds annually, while Snohomish County allocates approximately $3 million each year. Both Snohomish County and Everett will receive some additional CDBG funds as part of the federal stimulus package. Snohomish County will receive approximately $825,000 and Everett will receive approximately $250,000. Allocation decisions for Snohomish County CDBG funds are made through the Urban County Consortium, which involves the cities in Snohomish County. Use of CDBG funds are divided into two broad categories: program and administrative expenses. Jurisdictions that administer CDBG funds are allowed a modest percentage of their total allocation for administrative expenses. Additional research will be required to determine if the funding for a new inter-jurisdictional program would be considered a program or administrative expense. If CDBG funds are used to support the program, officials for the two jurisdictions that receive these federal funds will need to determine if funds should be allocated from the program or administrative categories. In previous years members of the ARCH program in East King County have used CDBG funds for program expenses to make their member contributions to that program.

Pros

- Local jurisdictions collectively have control over this source of funding and it is reasonably predictable over time
- CDBG funds are meant to be used for affordable housing purposes
- Potential to use creative funding allocation process, such as stipulation that a percentage of increases in CDBG funding over current levels can be dedicated for inter-jurisdictional program costs
- County and cities have existing inter-local agreement for CDBG funding that could be modified
- Additional funds will be available through the federal stimulus package

Cons

- There have been recent funding reductions in the federal CDBG program (prior to approval of the federal stimulus package)
- Although additional CDBG funds will be available through the federal stimulus package, there will be greater demand for CDBG funds because of reductions in other revenue sources
- Using CDBG funds for program activities (i.e. to support planning activities to increase affordable housing) would reduce the available funds for affordable housing capital projects

- Using CDBG administrative funds would reduce the funds available to support staff that administer the CDBG program
- Jurisdictions not interested in participating in the program start-up may not support use of CDBG funds for this new program

Other Governmental Housing Funds – The Snohomish County Urban Consortium administers affordable housing funds from other sources that may be eligible for an inter-jurisdictional program. These include, but are not necessarily limited to, the HOME Investment Partnerships Program (a federal pass-through program), the Snohomish County Affordable Housing Trust Fund (which takes its revenue from recording fees), and "2163" funds (another recording fee, for housing the homeless and homelessness prevention). Of these, only 2163 funds would be eligible for operating expenses, and only to the extent that the program addresses homelessness. The others could only be used to pay for new housing or housing maintenance. The state of Washington has a Housing Trust Fund that, like HOME funds, could provide funds for capital investment. Finally, new funding sources related to federal economic stimulus programs may also apply, but detailed information was not available to the project team in time for this report, and in any case, may expire before an inter-jurisdictional program is ready to launch.

Pros

- Finding other fund sources will insure that no one fund source bears the burden of creating the new program
- To the extent the program work plan is focused on activities that address the reduction of homelessness, some of the funds known as 2163 funds could be used to support the operations of the new program
- The County and cities have an existing inter-local agreement and process for making funding decisions that could be utilized

Cons

- Most government housing fund sources are for capital projects and do not provide flexibility for funding program staff with a focus on planning, technical assistance and education, as recommended for the new program.
- Using government housing funds for program activities would reduce the availability of funds for affordable housing capital projects
- Jurisdictions not interested in participating in the program start-up may not support use of housing funds for this new program

Program Recommendations

There is a significant need for new affordable housing opportunities in Snohomish County. In 2007, as described in the Landscape section, more than sixty percent of all households earning less than the county median income were considered "cost burdened" because they were spending a high percentage of their income on housing expenses. When the regional economy slows, as it has in the past year, families spending too much for housing may not be able to afford other basic necessities, like food or health care. The difference between a stable family living situation and an unstable one can be very fragile for cost-burdened households.

This study was designed to explore the potential creation of a new program that would allow multiple jurisdictions in Snohomish County to work together to create more affordable housing opportunities throughout the county. Given the affordable housing needs within the county, and the level of interest in this idea expressed by those interviewed for the study, it is recommended that interested jurisdictions work together to create a new inter-jurisdictional program with the goal of creating more affordable housing in Snohomish County.

As mentioned in the Threshold Recommendation section above, four conditions must be met before a new program can be formed. Achieving a "critical mass" of jurisdictions to become the initial members will create the political support and funding resources needed to sustain a new program for at least two years. It is understood that funding commitments from local governments can only be made on an annual budget cycle, but founding member jurisdictions should agree to participate for at least two years.

Before the new program can be created there must be agreement among the founding members about who the program will serve. Every city will have different affordable housing goals, but there should be unanimous agreement that the program will develop strategies to meet the affordable housing objectives for each participating jurisdiction.

In addition to the four threshold conditions, there are several other principles drawn from the interviews and analysis of other national models that shape the program recommendations that follow:

- The governance and administrative structure for the new program must be streamlined and efficient. This is particularly important in light of the need to create dedicated staff capacity for the program and stakeholders' strong desire to not create a new bureaucracy. The governance structure should be created in a manner that does not increase decision-making difficulty and delay.
- Given the uneven levels of knowledge and understanding about affordable housing needs, issues, and terminology, an important objective should be to increase the depth of knowledge about these matters.
- Fear of crime and declining property values cannot be adequately addressed through education alone. An inter-jurisdictional program should ensure that any housing, or the

households it supports, raises the quality of life for all residents, including low-income households and existing neighbors.

- An interim strategy will be required to take the initial program concept to implementation. That strategy is described in the "Implementation" section below.

Expected Program Outcomes

During the second phase of the study's community outreach, all stakeholders interviewed were asked about their reactions to the draft "essential program outcomes'. The outcomes are meant to provide general direction for a potential program, and establish expectations for what the program would seek to accomplish. The draft outcomes were developed based on the conclusions of previous planning documents that assessed the affordable housing needs in Snohomish County, the first round of interviews for this study, and discussions with members of the Snohomish County Tomorrow Steering Committee, Planning Advisory Committee (PAC), and the PAC Housing Sub-Committee.

There was wide-spread support for the following statements that described the desired outcomes for a new program:

- There will be a measurable increase in the number of affordable units throughout Snohomish County, including:
  - More affordable rental housing opportunities for households making up to 50% of county median income, especially for seniors, those with disabilities, veterans, families with children, and those working in the service industry and as laborers
  - More affordable home sales opportunities for home buyers making less than the county median income, especially first-time home buyers and those working in Snohomish County communities who cannot afford to buy a home (e.g. teachers and public safety workers)
- More affordable housing (both rental and ownership opportunities) in all participating communities, especially where there is a need for more housing and a lack of affordable housing. Affordable housing should be located where there is good transportation and access to employment opportunities, amenities, and services.
- Over the long run local governments should contribute additional resources toward meeting affordable housing needs in Snohomish County. Resources may include direct financial contributions, fee waivers, donations of land, in-kind contributions, or other forms of support. During the current economic climate, however, local government resources used for affordable housing will remain about the same.[25]

While these program outcomes provide broad guidance for a new program, more specific targets and strategies will be identified by the participating members of the new program. The lessons learned from other national programs suggest that it is important for a new structure to be responsive to the needs and goals of its members.

[25] For further description of current local contributions to affordable housing, see sections above on housing need and funding mechanisms.

Initial Program Focus and Work Plan Activities

Those who support the creation of a new inter-jurisdictional affordable housing program believe the new program should be focused on a set of technical assistance, education and planning activities that would assist member jurisdictions better meet their affordable housing goals. The program's work plan must be perceived as adding value to the public policy decisions made by local governments, or jurisdictions will not participate.

Other national inter-jurisdictional programs have created local housing trust funds by securing contributions from State fund sources, local governments, and/or private sector contributions. As mentioned above, one of the anticipated outcomes for a Snohomish County program would be to create such a local fund. Member jurisdictions will need to determine when and how they would attempt to raise new local capital funds for housing development.

This study tested a number of work plan ideas during the stakeholder interviews to determine the value of different technical assistance and planning activities to potential member jurisdictions. These ideas are consistent with the work conducted by other regional models that support the creation of affordable housing.

Based on the discussions with key stakeholders, the following list of activities serves as a "menu" of potential work plan items for the new program. The following list is not in any priority order:

- Identify strategies and goals to address identified affordable housing needs that are specific to each participating jurisdiction
- Assist in preparing affordable housing components of comprehensive plans, as required by the State Growth Management Act
- Develop regulatory or incentive strategies to encourage development of affordable housing (*see sidebar*)
- Serve as a liaison with non-profit and for-profit developers of affordable housing
- Write grant applications and other forms of fundraising to support affordable housing (*see sidebar*)
- Develop means of sharing information among jurisdictions about effective affordable housing strategies, as well as potential pitfalls in designing or implementing strategies
- Conduct research on regional and national best practices
- Conduct educational outreach on affordable housing needs and solutions for elected and appointed officials and the public
- Monitor affordability conditions/restrictions for affordable housing units created through local incentive programs of member jurisdictions

- Explore the feasibility and timing of securing potential resources (from local, state, federal and private sources) to create a local housing trust fund, which could be particularly helpful as economic conditions improve. Pursue opportunities as they arise.

As with the "Expected Program Outcomes" above, final decisions about the work plan for the new inter-jurisdictional program should be determined by members, based on their affordable housing needs and resources. It is anticipated that each member jurisdiction will identify their priority activities. The Governing Board will then make decisions about the work plans for the program staff, with some activities likely to benefit multiple jurisdictions, and other activities benefiting only a single member jurisdiction.

More on Grant Writing

Dedicated inter-jurisdictional staff would be available to respond to opportunities for affordable housing funding as they become available, such as through new federal, state, or philanthropic sources. These funding announcements usually require timely responses and are difficult to coordinate across multiple jurisdictions in time frames as short as just two months.

In the past several months, for example, the federal government has announced new funding opportunities for the Second Chance Act Reentry Demonstration Project Grants for local or state governments; capital grants for new transitional housing for homeless veterans; the Homeless Prevention and Rapid Re-Housing Program through the American Recovery and Reinvestment Act of 2009; the Neighborhood Stabilization Program; and supportive housing grants through the Substance Abuse and Mental Health Services Administration. Most of these funding opportunities are competitive, or require jurisdictions to develop allocation and administration plans with short timelines. Inter-jurisdictional staff can be available to identify and assess appropriate funding opportunities and work with member communities to pursue these grants.

More on Regulatory and Incentive Strategies

Dedicated inter-jurisdictional staff would assist the planning staff of member jurisdictions to develop or modify policies, regulations and planning guidelines that encourage the creation of affordable housing. These regulatory and incentive strategies could include density bonuses, fee waivers, expedited permitting, accessory dwelling units, use of public lands for housing development, modifications to design or zoning guidelines, mixed-use development, or cottage housing.

According to the Housing Evaluation Report produced by SCT, nearly every jurisdiction includes some of these strategies, but the majority of the incentives are not utilized by developers. During the stakeholder interviews several officials expressed interest in learning from other cities experiences and having greater staff capacity to pursue these strategies. Inter-jurisdictional staff would assist the cities in making existing regulations more effective, drafting new regulatory measures, sharing what works between communities, and using their expertise to help develop new tools to support affordable housing goals.

Governance and Membership

Governance of the new program should be provided by the participating members through the creation of a Governing Board representing all member jurisdictions. One of the critical success factors of other national models is that effective collaborations have created shared decision making regarding the direction of the program and use of resources. The Governing Board should make decisions regarding annual work plans and use of staff resources dedicated to the program. This is particularly important in the early stages of the program when jurisdictions want to be sure that funding resources are used wisely and that the program is meeting their unique needs. Program staff would be accountable to the board.

During the course of the stakeholder interviews and the discussions with the SCT Steering Committee, many of those who participated in the study said they did not want to see a new bureaucracy created. They wanted to avoid creation of a costly administrative structure, and they did not want to create a cumbersome decision-making process that might further complicate decisions regarding the use of current housing resources. Minimizing the cost of the administrative structure is discussed below. With regard to the governance structure, it is envisioned that the governing board would operate efficiently, focused primarily on setting policy direction, monitoring the progress of staff in achieving program goals, and setting clear expectations for the board's relationship with staff. The Housing Subcommittee of the Planning Advisory Council discussed alternative approaches to establishing a governance model and reviewed a draft Policy Manual that outlines one method of defining the relationship between the board and staff. That material will be provided as background information to this report under separate cover.

Because it is anticipated that a relatively small number of jurisdictions will join initially, it is recommended that a governance structure separate from existing inter-jurisdictional forums be created. Other Forums, such as Snohomish County Tomorrow, include all jurisdictions within the county. The governance structure should be designed to meet the intent of one of the initial Program Design Features – that decision making is not controlled by the County or any single city. This is particularly important for the small and mid-sized cities, which may be concerned that the work planning and resource decisions may be controlled by the larger jurisdictions.

It is suggested that each participating member have one seat on the Governing Board. A jurisdiction's representative should be selected by the Council for that member jurisdiction.

A memorandum of understanding (MOU), or inter-local agreement, should be created to describe the roles, responsibilities and rules for each jurisdiction's participation in the new governance structure. An outline of an MOU that could be used to establish the governance model is included in the Appendix.

Two types of membership were considered: those who should participate in a governance structure and those who may participate in an advisory capacity.

Membership in a governance structure would be open to all county, city and tribal governments in Snohomish County that choose to join the new program. Because of the different levels of local support for this program concept, membership should be voluntary and phased in over time. Based on stakeholder responses, and the experience of other national models, it should be expected that initial membership may start with as few as three jurisdictions. It is well documented among other national models that initial membership often starts with a handful of jurisdictions participating, and as the program achieves success other jurisdictions join in later years. The legal structure of the new program should easily allow for additional jurisdictions to join over time.

The number of jurisdictions needed to initiate the program could be as few as three, but may require four or more, depending on which jurisdictions choose to join. During the stakeholder interviews a number of individuals felt that the minimum number of jurisdictions needed to initiate the program will depend on which jurisdictions choose to participate. For example, if two mid-sized or larger cities joined with the County to create the proposed program there may be sufficient critical mass to secure funding support and the administrative resources needed for program startup. However, if three small cities were the initial members they may not be able to secure sufficient resources for start-up. Some of the smaller and mid-sized jurisdictions feel that it would be more useful to them if similar-sized municipalities participated.

For several reasons, it may be advantageous for the County to participate as one of the initial members: 1) As the biggest local government their participation will serve as a signal of the importance of this work, 2) There is a great deal of land in unincorporated Snohomish County, within the urban growth boundary, where affordable housing could be developed and which may be part of future annexations, and 3) As the largest jurisdiction they have access to resources that smaller jurisdictions do not.

The initial member jurisdictions should be asked to make a two–year commitment to participate in the program. This will provide enough time for the program to demonstrate its value.

In addition, it is recommended that the program create an Advisory Board that includes representatives involved in the affordable housing field – developers, lenders, philanthropy, affordable housing advocates, state or federal officials, etc. During the stakeholder interviews it was suggested that representatives from both private and non-profit housing developers should be included in this new program. In addition, local government jurisdictions that do not join the program as members may choose to participate on the Advisory Board. The Advisory Board would serve as a meaningful way to involve the development community. It would be a valuable sounding board on a variety of policy and programmatic issues. It would likely meet less often than the governance committees, perhaps quarterly. Advisory Board members should be appointed by the Governing Board members.

Program Resources

A variety of resources will be required to initiate a new program. The following provides recommendations on three types of resources: staffing, administrative support, and funding. Alternatives for each were examined earlier in this chapter.

Staffing – Each of the national models researched for this study included dedicated staff capacity for the affordable housing program. Based on an assumption that the program will begin with a small number of initial members (i.e. three to five), it is recommended that a new staff position should be created to conduct the work described above. This is a challenging time to create new staff positions, as many jurisdictions are reducing staff capacity. However, a dedicated staff position with affordable housing expertise is needed to create a focus on affordable housing issues, and to provide support to multiple jurisdictions.

Initially the program should create one FTE to serve as the lead staff on affordable housing issues for all participating jurisdictions. The program staff would function like city or county staff, but would split time providing staff support for multiple jurisdictions. The staff would meet with city councils, planning staffs, and commissions on a variety of affordable housing topics. The program staff member would work closely with the planning or housing staff of member jurisdictions. In some cases they would support the work of municipal or county staff, and in other cases they may take the lead in providing recommendations to appointed and elected officials regarding affordable housing issues. If the program grows over time and additional jurisdictions join, additional program staff will be required to remain responsive to all participating members.

Selection of the program staff will go a long way in determining the success of the program in the initial years. The individual should possess several qualities to enhance the chances for success:

- Extensive knowledge about affordable housing development, programs, and issues
- Experience with and knowledge about local government, and skills in working collaboratively with city, county and tribal planning staff
- Experience working with elected officials and community groups
- Grant-writing expertise

Administrative Support – Based on comments from stakeholders and members of Snohomish County Tomorrow, one of the initial "program design features" was that the new program should not create a new bureaucracy. There was considerable support for this suggestion.

As mentioned earlier in this report, a new program will need a variety of administrative supports, including access to administrative assistant time, IT and technical support, use of space and equipment, human resource services, contracting, and accounting and payroll services.

To accomplish this desired program feature, an existing organization could serve as a "host" for the program, providing administrative support, space, and generally reducing overhead costs for the program. The alternatives analysis earlier in the chapter identified seven potential options including: Snohomish County Tomorrow, the Housing Consortium of Everett and Snohomish County, a housing authority (Everett or Snohomish County), the Snohomish County Economic Development Council, a large or mid-sized city, or the County.

The organization will need to be large enough to have the kind of administrative support services needed by the new program. At this time it is unclear which of these organizations, if any, would be willing to provide administrative support. It is also unclear whether any of the organizations would be willing to provide support services on an in-kind or fee-for-service basis. The Implementation Task Force described below in the Implementation section should pursue discussions with several of the organizations mentioned in the alternatives section to determine which would provide the administrative services, and at what cost.

Funding – Funding resources will be required to support the new staff position recommended for this work. As mentioned throughout this report, this is a challenging time to find resources to create a new program. Review of national models suggests that there are a variety of fund sources used to support this kind of work. The project team's analysis identified several potential local options, including: general fund contributions from participating jurisdictions, federal Community Development Block Grant (CDBG), other governmental housing funds, or grant funding from private or state sources.

A modest initial investment to support one FTE, and associated administrative support services, is recommended. In this economic climate there is no easily identifiable source of funds. The most likely funding package will draw from multiple sources. It is suggested that all four sources identified in the alternatives analysis could be used. Although competition for Block Grant funds will be intense in 2009 and 2010, the County and the City of Everett are receiving additional CDBG funds as part of the federal stimulus package.

With the recent changes in the national and regional economy, charitable contributions from corporations and private philanthropies are down. At present, few local philanthropies have prioritized the creation of affordable housing in their investing strategies. However, to the extent that a portion of the housing to be created were prioritized for households experiencing or imminently at risk of homelessness, it might be possible to secure education, advocacy, planning and/or operating funds from philanthropic and business leaders who are committed to ending homelessness.

It is also suggested that one of the requirements of membership be that local jurisdictions make very modest contributions to the new program as an indication of local commitment to the program. Lastly, during the interviews conducted for the study a local legislator expressed a willingness to work with local leaders prior to next year's legislative session to try and secure some state funding to support the implementation of a new program in Snohomish County as a pilot project.

The Implementation Task Force should work with local leaders to attempt to put together a funding package that would support the first two years of operation.

Implementation – Recommendations for Moving Forward

It is recommended that an Implementation Task Force be created to address-and resolve-the four conditions described in the Threshold Recommendation section above.–During the course of the stakeholder interview process several individuals expressed an interest in supporting the creation of an inter-jurisdictional program to work on affordable housing issues. There seems to be sufficient support for the idea that those most interested should be invited to join an Implementation Task Force. The Task Force will meet regularly until the four conditions are met, and the founding jurisdictions enact the MOU or inter-local agreement establishing the new program.

Implementation Task Force – The Implementation Task Force should include public, private, and nonprofit advocates for the creation of an inter-jurisdictional program, and Task Force members should be actively invited and recruited by the convening agencies. The role of the Task Force would be to determine the most effective way to move this proposal toward implementation. In particular, the committee would need to work with potential member jurisdictions to determine who the initial participants would be. In addition, the committee would need to have discussions with potential funders to secure funding support for the program. And the committee would need to have discussions with potential "host" agencies to find an organization that would be willing to provide the types and level of administrative support needed.

It is recommended that Snohomish County Tomorrow (SCT) and the Housing Consortium of Everett and Snohomish County serve as co-conveners of the Implementation Task Force. The co-conveners are well positioned to perform this role. SCT provides a forum for all cities, tribes and the county to discuss their potential interest in the inter-jurisdictional program. The Housing Consortium is a well respected advocate for affordable housing. They also provide a forum for non-profit housing developers and managers to discuss issues related to affordable housing with governmental representatives.

The role of the conveners would be to invite and recruit interested parties to meet on a regular basis during the next year to plan for the creation of a new program. The Chairs of the two convening organizations should seek to create a Task Force that is strongly committed to creating this new program. However, all members of SCT and the Consortium can be invited to participate.

Other individuals or organizations, such as the Master Builders Association, or a supportive elected official, could also play a leadership role in helping to convene the Task Force. Staff support for the Implementation Task Force could be provided by the Housing Consortium, the County, or Snohomish County Tomorrow. However, successful implementation of a new program will require members of the Implementation Task Force to take a leadership role to secure the necessary commitments from the initial members, funders, and a "host" agency.

In light of the current economic climate the Implementation Task Force should plan on taking approximately one year to secure the necessary commitments for the new program. After the four threshold conditions have been met, the founding member jurisdictions will need to develop an MOU or inter-local agreement that will presumably build on the outline MOU in the Appendix. Once the initial members have been identified and Council actions are taken to join the new program, the Implementation Task Force will have completed its work and will sunset. Some jurisdictions represented on the Task Force may choose to become initial members, but others may not. As mentioned above, the participating jurisdictions will each identify their representatives on the Governing Board that will oversee program staff and work plan. The diagram on the following page displays the two phases of implementation: the work of the Implementation Task Force to meet the four threshold conditions, and the establishment of the working program by the founding jurisdictions.

After the first two years of operation, the inter-jurisdictional program should report back to the Snohomish County Tomorrow Steering Committee and the Housing Consortium Board of Directors on the progress of the new program. The report should include a summary of all work conducted with and for participating jurisdictions, the number of affordable housing units constructed or planned as a result of the work of the new program, a list of any additional jurisdictions that have express interest in joining, and recommended plans for the future of the program.

Recommendations' Consistency with Critical Success Factors from National Research

***Table 5*:**
Consistency with Critical Success Factors

Critical Success Factor	Consistency of Recommendation
A. The program is led by an enthusiastic champion	Create an Implementation Task Force to provide leadership
B. Counties (or State) are invested in the program and active participants	Advantageous for the County to be an initial member if possible. Work with area legislators to attempt to secure State funding.
C. The support of elected officials and/or key business leaders is instrumental in developing and sustaining the collaboration	Some elected officials have expressed interest. To date the local business community has not been engaged.
D. The collaboration minimizes overhead and administrative costs	Find a "host" agency that can provide administrative support services
E. In the absence of "top down" incentives from the State, a broad base of support is critical	An Implementation Task Force, with support from the Housing Consortium could help create a broad base of support
F. In the absence of widespread political will, a gradual and phased approach to collaboration can be successful	A phased approach is recommended, with a minimum threshold of three jurisdictions suggested
G. In the absence of external funding resources, an initial modest work plan can successfully evolve and add roles and activities over time	Program to begin with one FTE, and could be expanded over time. Program outcomes state that long term goal is to develop new local capital resources for development of housing.
H. The collaboration is responsive to member jurisdictions	An initial work plan is suggested, but member jurisdictions will make decisions about work plan and use of resources
I. In the absence of substantial funding sources, member communities play a larger role in supporting the collaboration through peer and public education, and developing incentives for housing development	Initial suggested work plan includes creation of public education activities and regulatory and zoning strategies, such as incentives to encourage development of affordable housing
J. The administrative agency for the collaboration is trusted in the community and has experience and expertise in housing planning	Several administrative host agencies are suggested. Several, but not all, have housing expertise.
K. Staff are dedicated to the collaboration, so that their work plans and goals are based on the objectives of the collaboration and directly serve the members	Creation of a new staff position dedicated to the program is recommended
L. The collaboration structure involves shared decision-making responsibilities and allows for participation of cities of different sizes	All members of the new program (small or large jurisdictions) participate in the governance structure (with representatives from private and non-profit sectors)

Recommendations' Consistency with Initial Program Features

***Table 6*:**
Consistency with Initial Program Features

Program Design Features	Consistency of Recommendation
1. In difficult economic times, the program does not place undo financial burden on participating jurisdictions	Primary sources of funding to implement program should be CDBG and State or private grant, with only modest local funding contributions suggested
2. The initial collaboration will involve at least three jurisdictions	No fewer than three jurisdictions recommended, but may require more depending on initial membership
3. It should not be difficult for other jurisdictions to join later	Phased program membership is anticipated, with more jurisdictions joining as program achieves success
4. The program does not preclude sub-regional activities, and can grow to a countywide or regional program if desired over time	Initial program membership may be too small for sub-regional planning activities, but could be accommodated if several cities from one sub-region join
5. Activities do not contribute to a disproportionate concentration of affordable housing	Addressed in suggested program outcome
6. Does not include local government management or development of housing (not including housing authorities)	Program focused on planning for affordable housing
7. Decision-making is not controlled by the County or any single jurisdiction	Creation of a governance structure that precludes control by any single jurisdiction
8. The program must be able to withstand changes in administrative, political or economic conditions over time	MOU will attempt to secure multi-year (two-year) commitments from participating members
9. Does not create a new administrative bureaucracy	Utilize and existing "host" agency to provide administrative support services
10. Does not operate without a work plan with measurable objectives based on sound needs analysis. The work plan must meet the needs of member jurisdictions.	An initial work plan is suggested. But the annual work plan must be approved by the members.
11. The program does not allow housing providers to profit disproportionately to the housing benefits gained in the community	If development incentives were drafted by program staff, they would have to be approved by each local jurisdiction
12. The activities must show progress toward achieving goals within two years	May be a challenge within current economic climate, but member jurisdictions must perceive that services provided by the new program add value to their communities.

Appendix 1: Draft Memorandum of Understanding

Note: The report recommendations suggest that a new organizational structure should be established to oversee the governance of an inter-jurisdictional affordable housing program. The recommendations state that the members of the new program should create a Memorandum of Understanding (MOU), or a formal inter-local agreement, to define the roles and responsibilities for the participants. The following provides a draft of an MOU document, with some sections fleshed out based on the recommendations in the report, and others listing key issues that need to be resolved. *The questions in italics represent the topics that should be addressed in each section.*

* * * *

This Memorandum of Understanding is entered into by and between _____ [list the initial signers], pursuant to the Interlocal Cooperation Act, Chapter 39.34 Revised Code of Washington, and has been authorized by the governing body of each signer.

1. Rationale

Topics Section 1.1 should address: Why did the signers decide to create this agreement? Who will sign?

1.1. Initial signers. The signers of this Memorandum of Understanding (MOU) are responsible for local and regional planning for housing in their jurisdiction within Snohomish County. The signers find it in their mutual interest to address affordable housing issues on a countywide basis and to increase the supply of affordable housing.

Topics Section 1.2 should address: What actions led to this decision? Why is it in the jurisdictions' interest to work together to increase affordable housing? What relationship will this initiative have with existing affordable housing organizations and/or programs?

1.2. Background. In 2007, Snohomish County Tomorrow, an inter-jurisdictional forum consisting of representatives from the county and each of the cities as well as from the Tulalip Tribes, successfully applied for a competitive Growth Management Act planning grant from the Washington State Department of Community, Trade and Economic Development. The purpose of the grant was to analyze the potential to increase the supply of affordable housing in Snohomish County through intergovernmental collaboration. The Housing Subcommittee of the Snohomish County Tomorrow Planning Advisory Council (PAC) directed the study. It included review of existing housing plans and policies, interviews with key stakeholders, and research on best practices nationally. Based on this study and on input from stakeholders and Snohomish County Tomorrow members, the PAC recommended that local and tribal governments join together on a voluntary basis to form a multijurisdictional affordable housing initiative in Snohomish County.

Affordable housing needs in Snohomish County have been well documented. Snohomish County Tomorrow estimates that in 2007, 80,000 households, earning 100 percent or less of the county median income, were cost-burdened, that is, spent more than 30 percent of their income on housing expenses. The multijurisdictional initiative will provide new tools for participating members to address the affordable housing needs throughout the county.

The signers of this MOU desire to act cooperatively to establish goals, policies and programs for affordable housing in Snohomish County in order to help them meet their affordable housing needs. This cooperative action will focus attention on affordable housing issues, encourage sharing of information on successful policies and programs, and provide joint planning and a consistent approach that will help attract public and private resources for developing affordable housing.

There is an existing network of private nonprofit housing developers, housing authorities, private developers and lenders who are developing affordable housing in Snohomish County. The new multijurisdictional affordable housing program will assist member jurisdictions to work more effectively with that network.

2. Purposes

Topics Section 2.1 should address: What is the purpose of this agreement What kind of entity will be created?

2.1. Purpose of MOU. The purpose of this MOU is to establish a new multijurisdictional initiative dedicated to increasing the supply of affordable housing in Snohomish County.

Question to be resolved:

- If the signers want to create a separate legal entity, such as a 501(c)(3), this section should reflect this decision. Currently this proposal contemplates a collaboration among jurisdictions without creating a new, separate legal entity.

Topics Section 2.2 should address: What will be the mission/goals of the new initiative? What outcomes for affordable housing will the initiative work to achieve?

2.2. Goals and outcomes of the initiative. The goals of the initiative are to:

- Facilitate collaborative work by member jurisdictions to increase the supply of affordable housing in Snohomish County; and
- Increase understanding and acceptance of affordable housing needs and solutions throughout all Snohomish County communities.

The initiative shall work to achieve the following outcomes:

1. There will be a measurable increase in the number of affordable housing units throughout Snohomish County, including:

a. More affordable rental housing opportunities for households making up to 50 percent of county median income, especially for seniors, those with disabilities, veterans, families with children, and those working in the service industry and as laborers.
b. More affordable home sales opportunities for home buyers making less than the county median income, especially for first-time home buyers and those working in Snohomish County communities who cannot afford to buy a home (e.g., teachers and public safety workers).

2. More affordable housing (both rental and ownership opportunities) in all participating communities, especially where there is a need for more housing and a lack of affordable housing. Affordable housing shall be located where there is good transportation and access to employment opportunities, amenities and services.

3. Over the long run, local governments shall contribute additional resources toward meeting affordable housing needs in Snohomish County. Resources may include direct financial contributions, fee waivers, donations of land, in-kind contributions, or other forms of support. During the current economic climate, however, local government resources used for affordable housing shall remain about the same.

3. Powers of the Initiative

Topics Section 3.1 & 3.2 should address: How will the initiative assist the members (parties to the agreement) with their local work on affordable housing? What kinds of strategies and activities will the initiative pursue?

3.1. Scope. The initiative shall conduct technical assistance, planning, educational and fund development activities that meet the needs of the members, under a work plan approved by the initiative's Board of Directors.

3.2. Strategies and activities. The initiative shall use the following strategies to assist the members (signers of this MOU) to better meet their affordable housing goals:

- Research and share information on successful policies and programs that help create affordable housing.
- Provide staff expertise in affordable housing planning, design and implementation to assist the members.
- Provide education about affordable housing for municipal and county officials, and the public.
- Help to identify and secure additional federal, state, local and private resources for the development of affordable housing in Snohomish County.

The following list of activities is a menu of potential work plan items for the initiative. Many of these activities would benefit multiple jurisdictions; some may benefit only a single

member jurisdiction. As noted below, the initiative's Board of Directors shall approve its annual work plan.

- Identify strategies and goals to address identified affordable housing needs that are specific to each participating jurisdiction.
- Assist in preparing affordable housing components of comprehensive plans, as required by the state Growth Management Act.
- Develop regulatory or incentive strategies to encourage development of affordable housing (e.g., bonus densities, fee waivers, expedited permitting, accessory dwelling units, use of public lands, design guidelines, cottage housing, etc.).
- Serve as a liaison with nonprofit and for-profit developers of affordable housing.
- Conduct grant writing and other forms of fundraising to support affordable housing. Identify and assess appropriate funding opportunities, and work with member communities to pursue these grants.
- Develop means of sharing information among jurisdictions about effective affordable housing strategies, as well as potential pitfalls in designing or implementing strategies.
- Conduct research on regional and national best practices for affordable housing.
- Conduct educational outreach on affordable housing needs and solutions for elected and appointed officials, and the public.
- Monitor affordability conditions/restrictions for affordable housing units created through local incentive programs of member jurisdictions.
- Explore the feasibility and timing of securing potential resources (from local, state, federal and private sources) to create a local housing trust fund, which could be particularly helpful as economic conditions improve.

4. Membership

Topics Section 4.1 & 4.2 should address: Who can be members? Who are the initial members? How do new interested parties join?

4.1. Initial membership. The initial members of the initiative are the signers to this MOU.

4.2. New members. Membership in this initiative shall be open to county, city and tribal governments in Snohomish County that agree to accept the responsibilities listed below and that sign this MOU. Interested governments may apply to the initiative's Board of Directors, and may join with the Board's approval, and upon signing this MOU and providing the agreed-upon monetary contribution as their share of the initiative's annual cost.

Questions to be resolved:

- Should membership be open to any other entities (such as nonprofit and/or for-profit developers), or just governments?

Topics Section 4.3 should address: What are members' responsibilities?

4.3. Responsibilities of membership. Members agree to make an initial and an annual monetary contribution to the initiative (see 10.2 below), and to serve on the Board of Directors. Members shall be required to secure approval of the MOU from their governing bodies.

Questions to be resolved:

- Will there be other required responsibilities?
- Should each participating jurisdiction be required to secure approval from its own governing body for the initiative's annual work plan and budget (as ARCH does)?

Topics Section 4.4 should address: How does a member resign?

4.4. Withdrawal from membership. A member may withdraw as of the end of any fiscal year by giving six months written notice to the Board of Directors. The withdrawing member is legally and financially responsible for any obligation incurred pursuant to this MOU while a member of the initiative, and is not entitled to the return of any funds, goods or services contributed to the initiative.

Questions to be resolved:

- What length of notice is needed if a party wants to withdraw? (HEART requires 90 days, ARCH one year.)
- Will withdrawals be allowed mid-year? How would that work? (Neither HEART nor ARCH allows this.)

5. Governance

Topics Section 5.1, 5.2 & 5.3 should address: How many seats will be on the Board of Directors? How will the member jurisdictions (parties to the agreement) be represented on the Board? What officers will there be?

5.1. Board of Directors. The initiative shall be governed by a Board of Directors that gives the members representation and uses collaborative decision making. The Board shall be made up of one representative from each participating jurisdiction signing the MOU.

The governing body of each participating jurisdiction shall select its representative to the Board of Directors. The term of office on the Board shall be two years, with no limit to the number of terms a Board member may serve.

Questions to be resolved:

- Will only elected officials from member jurisdictions be allowed to serve on the Board of Directors? If a board member cannot attend a meeting, will alternates be allowed to vote in their place?

- What will be the Board members' terms of office? Will there be a limit to the number of terms one person may serve? (HEART has three-year terms with no limit on the number of terms; ARCH has no term length, since the Board members are the CEO of each party.)

5.2 Powers of the Board. The Board shall provide shared decision-making regarding the direction and policies of the initiative and the use of resources. The Board shall approve the initiative's annual work plan and budget, and oversee the work of the initiative's staff. The Board shall establish the responsibilities of the initiative's director, and shall have the power to hire, evaluate and, if it finds necessary, terminate the director.

The Board may adopt Bylaws and/or other rules and procedures it deems useful for the initiative's governance.

5.3. Officers. The Board of Directors shall have the following officers: Chair, Vice Chair, and Secretary. The Chair shall preside at meetings. The Chair shall be selected by majority vote of the Board. The Board shall appoint a Vice Chair from among its members, who shall preside at meetings in the Chair's absence. The Board shall appoint a Secretary who may or may not be members of the Board.

Questions to be resolved:

- What officers will there be?
- What are the officers' responsibilities?
- How will the officers be selected – vote of the Board?
- Will there be standing committees? (Examples: Executive Committee, Member Agency Committee [used by HEART since not all members are on the Board])

Topics Section 5.4 & 5.5 should address: Will there be an Advisory Committee? If so, how will it be constituted? How many members will it have? What is its role and relationship to the Board of Directors?

5.4 Advisory Board. An Advisory Board shall serve as a sounding board for the Board of Directors, and shall provide advice and recommendations to them. The Advisory Board shall have [# to #?] members representing different aspects of the affordable housing field, such as for-profit and non-profit developers, lenders, philanthropy, affordable housing advocates, and special district, state and federal officials. In addition, jurisdictions that are not members and do not have a seat on the Board of Directors may join the Advisory Board.

Advisory Board members shall be appointed by the initiative's Board of Directors. Each Advisory Board member shall have a two-year term, with service limited to two consecutive terms.

The Board of Directors shall adopt procedures for the convening and administration of the Advisory Board. An Advisory Board member may be removed from the Advisory Board by a majority vote of the Board of Directors.

5.5. Advisory Board Officers. The Advisory Board shall have a Chair selected by the Board of Directors. The Chair shall preside at meetings. The Advisory Board shall appoint a Secretary, who may or may not be a member of the Advisory Board.

Questions to be resolved:

- How many members or what range (e.g., seven to 20) will the Advisory Board have?
- Will it include representation outside the affordable housing field?
- What will be their terms of office?
- Will the Advisory Board Chair be selected by the Board of Directors or elected by the Advisory Board itself?
- Will the Chair have other duties besides presiding at Advisory Board meetings?
- Will the Advisory Board have a Secretary and/or other officers?
- How may an Advisory Board member be removed?

6. Personnel

Topics Section 6.1 should address: What kind of staff will manage the initiative?

6.1. Initiative Director. The initiative shall be managed by a full-time (1 FTE) director, who shall report to the Board of Directors. The director shall be responsible for providing day-to-day organizational leadership, proposing the initiative's annual work plan to the Board, implementing the work plan, and representing the initiative to the community. In addition, the director shall provide staff support on affordable housing issues for all member jurisdictions.

The director shall be selected by the initiative's Board of Directors. Qualifications for the position include: (1) extensive knowledge about affordable housing development programs, and issues; (2) experience with and knowledge about local government; (3) the ability to work collaboratively with city, county and tribal planning staff; (4) experience working with elected officials and community groups; and (5) program/project management experience.

Questions to be resolved:

- Will the initiative be managed by a paid staff person (director), or through a contract with an existing organization, or some other method?
- What are the director's responsibilities and authority?

6.2. Administrative support. One or more entities shall serve as a "host" organization to provide administrative support for the initiative. This role may include such functions as: administrative assistance, information technology, contracting, accounting and payroll services, human resources, and use of space and equipment. This administrative support may be provided as an in-kind contribution or on contract to be paid/reimbursed by the other initiative members.

Questions to be resolved:

- What entity will provide administrative support functions?
- What are the terms of the agreement with the entity that provides administrative support?

7. Meetings of the Board of Directors

Topics Section 7 should address: How often will the Board meet? Who will preside? What constitutes a quorum? What vote is needed to make a decision? How and by whom will the meetings be documented?

The Board of Directors shall meet at least monthly. The Chair of the Board shall preside. A quorum is defined as a majority of Directors. No action may be taken except where a quorum is present.

Each Director shall have one vote on any matter presented to the Board for a vote. All decisions and actions shall be by affirmative vote of a majority of the Directors representing a quorum at the meeting.

The Secretary shall create a meeting summary or minutes for each meeting and ensure that copies are forwarded to the other Board members.

Questions to be resolved:

- Will meetings be open to the public?
- What vote is needed to approve/disapprove an action? HEART requires a majority of the ***total*** number of Directors; ARCH requires a majority of the Directors ***present*** at the meeting (as long as a quorum is present).
- How and by whom will the meetings be documented?

8. Meetings of the Advisory Board

Topics Section 8 should address: How often will the Advisory Board meet? Who will preside? What constitutes a quorum? What vote is needed to make a decision? How and by whom will the meetings be documented?

The Advisory Board shall meet quarterly. The Chair of the Advisory Board shall preside. A quorum is defined as a majority of Advisory Board members. All decisions and actions shall be by affirmative vote of a majority of Board members present, assuming a quorum is reached.

The Advisory Board Secretary shall create a meeting summary or minutes for each meeting and ensure that copies are forwarded to the other Advisory Board members and to the initiative's Board of Directors.

Questions to be resolved:

- What constitutes a quorum?
- Will meetings be open to the public?
- What vote is needed to approve/disapprove an action?
- How and by whom will the meetings be documented?

9. Budget and Work Plan

Topics Section 9 should address: What will the initiative's fiscal year be? How will the annual work plan and budget be developed? What approvals are needed?

9.1. Budget and work plan development. The initiative's fiscal year shall be _____. The initiative's director shall develop the annual work plan and budget, which shall include an itemization of each member's contribution. The annual work plan shall include measurable objectives based on a sound needs analysis. The initiative's director shall work with the Board to ensure that the work plan meets the needs of the member jurisdictions.

9.2. Review and approval. The Board of Directors shall review and vote to approve the annual budget and work plan at a scheduled Board meeting.

9.3 Progress reports. The initiative's director shall conduct evaluation activities and report to the Board quarterly on the budget and on the initiative's progress toward achieving the desired objectives and outcomes.

Questions to be resolved:

- What shall the initiative's fiscal year be?
- Should the governing bodies of the member jurisdictions approve the budget, as ARCH does, since they shall be making a contribution to fund the work?

10. Funding and Contributions from Members

Topics Section 10 should address: How is the initiative funded? What is the required contribution from members? How is the amount determined? Can in-kind contributions substitute for cash? How will delinquencies be handled?

10.1. Sources. Funding to support the initiative shall come from multiple sources, including a contribution from each member and funds from grants, such as Community Development Block Grant (CDBG) funds, State funds, and private philanthropy.

10.2. Member contributions. Every member of the initiative is required to make an annual monetary contribution to support the initiative's operation. Each member's contribution shall be its pro-rata share of the revenue needed for the initiative's operating budget, as adopted by the Board of Directors. The pro-rata share of each member shall be based on its

population. Member contributions are to be paid quarterly by the first day of the quarter?. Member contributions are to be in the form of money, unless the Board of Directors approves another form of contribution, such as services, personal property, use of real or personal property, or other in-kind contributions. The acceptance and valuation of any such non-monetary contributions shall be as determined by the Board of Directors.

Questions to be resolved:

- Should the program require annual contributions from members? If so, how are the amounts determined, and will this be payable on an annual or a quarterly basis?
- How will the initial contributions be determined?
- Can in-kind contributions substitute for cash contributions? (Sample language above on non-monetary contributions is from HEART)
- Will there be separate dues or assessments?

10.3 Delinquencies. If a member fails to pay its required contribution by the due date, the member shall not be entitled to vote on matters before the Board of Directors until the contribution has been paid.

Question to be resolved:

- How will payment delinquencies be handled? HEART says that failure to pay by the due date forfeits the right for the entity to have a director on the Board. ARCH says failure to pay for three months means the entity is not entitled to vote on the Board.

11. Term of Agreement

Topics Section 11 should address: How many signers are required for the agreement? What is the effective date and term of the agreement?

11.1. Effective date and term. This MOU shall be considered in effect once it is signed by at least [three?] jurisdictions. The signers agree to participate for at least two years.

Questions to be resolved:

- How many signers are required for the agreement? Or will some other measuring stick be used, such as the county plus a certain number of cities, or enough jurisdictions to provide $____ for the initial operating budget?
- What is the effective date and term of the agreement?

11.2. Renewal. At the end of two years, the Board of Directors shall evaluate the initiative's progress. The Board of Directors shall make a recommendation to the governing bodies of the member jurisdictions as to whether the Memorandum of Understanding should be renewed and whether the initiative should continue.

Question to be resolved:

- How will the decision be made to renew the initiative/MOU?

11.3. Termination. The initiative can be terminated by an affirmative vote of a majority of the Board of Directors. If the initiative is terminated, its assets and liabilities _____.

Questions to be resolved:

- What are the procedures for termination?
- If terminated, what will happen to the initiative's assets and liabilities?

12. Amendments

Any amendments to this MOU must be in writing, authorized by the governing bodies of all parties to the MOU, and evidenced by the authorized signatures of all parties.

Question to be resolved:

- How can the MOU be amended?

13. Liability of members

Each signer of this MOU shall be jointly and severally liable for any claims, damages or other causes of action arising from the activities of the initiative, its officers, employees and agents, except as expressly set forth in Section 6.2 of this MOU with regard to personnel directly provided to the initiative by an initiative member; provided that the initiative shall take all steps reasonably possible to minimize the potential liability of the signers, including but not limited to the purchase of liability, casualty, and errors and omissions insurance, and the use of sound risk management techniques. To the extent reasonably practicable, all signers shall be named as additional insureds on all insurance policies of the initiative.

14. Severability

The invalidity of any clause, sentence, paragraph, subdivision, section or portion thereof, shall not affect the validity of the remaining provisions of this MOU.

15. Counterparts

This MOU may be signed in counterparts, and if so signed, shall be deemed to be one integrated MOU.

Questions to be resolved:

- Sections 13 – 15 above come from sample agreements as examples of language on legal issues.
- Are there other legal issues that need to be addressed?

_____	_____
Name of Party	Name of Party
By: _____	By: _____
Date: _____	Date: _____
_____	_____
Name of Party	Name of Party
By: _____	By: _____
Date: _____	Date: _____

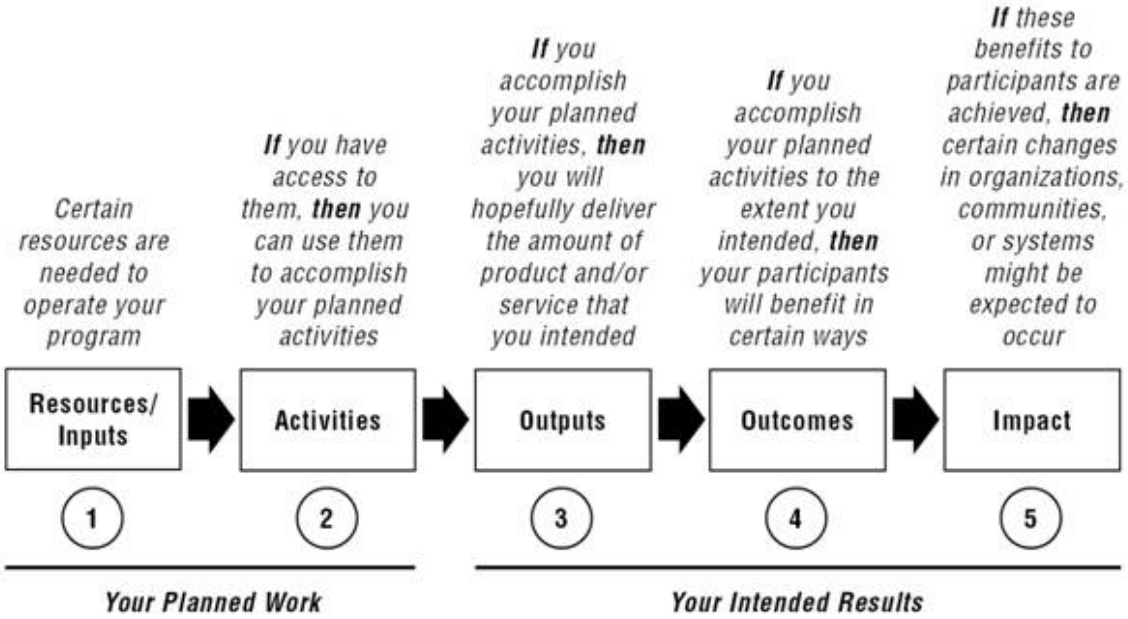
Appendix 2: Logic Model of Proposed Interjurisdictional Housing Program

Introduction to Logic Models

A "logic model" is a shorthand method of presenting and tying together key elements of a program's design and goals. These elements typically include: the resources needed/available to operate the program, the proposed activities to be undertaken, the amount of product or services to be delivered, and the changes or results that the program hopes to achieve.

Ideally, a logic model provides a "road map" that visually connects the identified need with the planned program's desired results. This mapping can help stakeholders in a program visualize and understand the relationships between the proposed human and financial investments, planned work and intended results.

A typical five-part logic model would look like this:



[From *Logic Model Development Guide*, W.K. Kellogg Foundation, 2004]

The logic model on the following page illustrates the program concepts, resources, activities and outcomes for the Proposed Interjurisdictional Affordable Housing Program in Snohomish County.

Note: The list of Activities is speculative, and not meant to be exhaustive. "PJ" stands for Participating Jurisdiction.

Inputs	Activities	Outputs	Outcomes	Impacts
Resources dedicated to or consumed by the program:	*What the program (i.e. the Board, its staff, or the PJs) does with the inputs to fulfill its mission:*	*The direct products of program activities:*	*Benefits for participants during and after program activities:*	*Desired long term result of the program:*
Dedicated Financial Resources Participating jurisdictions' (PJ's) own monetary sources. State and federal (pass-through) grants. Philanthropic sources. **Dedicated Staff Capacity** Professional staff that complements existing local expertise and authority. **In-Kind and Non-Monetary Contributions** Land donations/discounts, fee waivers/discounts, development incentives, loan guarantees, etc. that provide monetary value toward affordable housing construction or preservation. A host agency for office space and back office support. **Governance** Governing board to include representatives of cities, county, and tribes who voluntarily join the program. Advisory board(s), which may include participation by nonprofit and for-profit industries, other government agencies, and other stakeholders or experts.	Identify strategies to address identified affordable housing needs specific to each PJ. Assist in preparing affordable housing components of comprehensive plans, as required by the State GMA. Develop regulatory or incentive strategies to encourage affordable housing. Liaison with nonprofit and for-profit developers. Write grant applications and other forms of fundraising to support affordable housing. Develop means of sharing information among PJs + conduct research on best practices. Conduct educational outreach on affordable housing needs and solutions. Monitor affordability conditions for units created through local incentive programs of PJs. Pursue opportunities to secure resources for a local housing trust fund. Other planning identified by PJs. Communication and education by elected officials to peers and general public Existing staff support for specific tasks	GMA compliance[i] and consistency of local plans with CPPs.[ii] Land use and development controls (incl. impact fees) that achieve their intended benefits with the least additional cost to housing.[iii] PJs are able to implement incentive and regulatory programs that effectively realize intended purposes for spurring creation of affordable housing Improved conditions for housing developers to preserve and create new affordable housing units, resulting in Increased production of low-cost housing. Preservation of low-cost housing, including, mobile home park housing, SRO housing, and manufactured housing.[iv] Increased awareness and understanding of affordable housing among the general public, elected officials, private developers, lending institutions, and philanthropy. A wider range of densities, housing types, and prices within communities, where needed.[v] Improved distribution of affordable housing to underserved communities.[vi]	The Snohomish County Inter-jurisdictional Affordable Housing Program exists to help PJs meet their affordable housing goals. 1. More affordable housing in all participating communities, especially where the need is greatest and where there is good transportation and access to employment opportunities, amenities, and services. a. More affordable rental housing opportunities for households making up to 50% of the county's median income, especially seniors, people with disabilities, veterans, families with children, and people who work in our communities (such as service workers and laborers). b. More affordable home ownership opportunities for households making less than the county's median income, especially first-time homebuyers and people working in our communities (such as teachers and public safety workers). 2. Neighborhoods with affordable housing supported by the program are safe and have healthy property values.[vii]	Everyone in Snohomish County has a variety of decent, safe, and affordable housing opportunities.[viii] Decrease in households experiencing housing cost burden, especially for priority populations and economic segments. Decrease in homelessness throughout the county.[ix] Everyone in Snohomish County has fair and equal access to housing, regardless of race, color, religion, gender, sexual orientation, age, national origin, familial status, source of income or disability.[x] All residential communities in PJs enjoy sustained vitality and character.

Notes

[i] Growth Management Act of Washington (RCW 36.70A).
[ii] Countywide Planning Policies; local comprehensive plans must be consistent with these (RCW 36.70A.210).
[iii] CPP HO-15 and HO-18.
[iv] CPP HO-8.
[v] CPP HO-12.
[vi] CPP HO-4.
[vii] CPP HO-11 (paraphrased).
[viii] CPP goal. Also consistent with GMA goal: "Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock," (RCW 36.70A.020(4)), and MPP goal: "The region will preserve, improve, and expand its housing stock to provide a range of affordable, healthy, and safe housing choices to every resident. The region will continue to promote fair and equal access to housing for all people" (Vision 2040). "Affordable housing" is decent shelter that can be rented or owned without paying more than 30 percent of the occupants' monthly gross income (CPP HO-10)."Good access" means the ability to move safely, reliably, and affordably between home and other important destinations.
[ix] See "Everyone at Home Now," Snohomish County's ten-year plan to end homelessness.
[x] CPP HO-1.

Appendix 3: Affordable Housing 101 Presentation

Placeholder text: See PDF from SCT Steering Committee presentation from January 2009.

Appendix 4: Annotated Bibliography of Relevant Plans, Policies, and Data Reports

Housing Evaluation Report (SCT)

SCT produces the Housing Evaluation Report, which analyzes the efforts made to achieve countywide and local housing goals, as set forth in the Countywide Planning Policies (CPPs). The 2007 Housing Evaluation Report describes tools and strategies that each jurisdiction has implemented to support affordable housing, using findings from a survey of SCT jurisdictions. The report found that although nearly all jurisdictions have some incentives for housing in the regulations, the majority of these incentives are not utilized by developers. The report also stated:

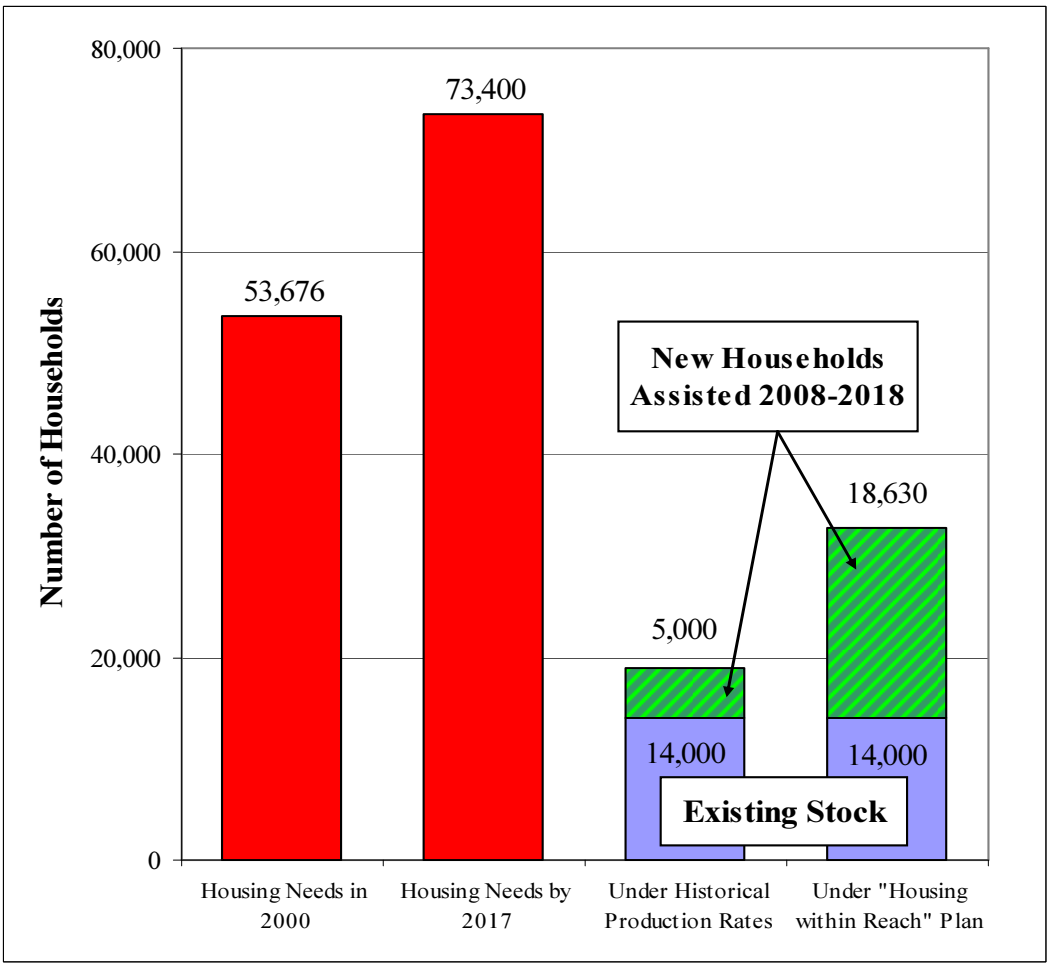
> "Our CPPs also call for inter-jurisdictional effort to achieve affordable housing goals and objectives. Unfortunately, little of this nature has occurred. Likewise, little action has been taken on the 'recommendations for working together' of the 2002 Housing Evaluation Report."

Housing within Reach (Housing Consortium)

In 2008, the Housing Consortium of Everett and Snohomish County developed a report that included strategies to more than triple the rate of housing production and double the number of affordable housing opportunities in Snohomish County by 2017. The Housing within Reach plan was sponsored in part by Snohomish County and the City of Everett, and was led by a committee of public, private, and nonprofit leaders.

Figure 3 (taken from Housing within Reach) identifies the total housing needs in Snohomish County and the projected number of households assisted through strategies in that plan, versus "under historical production rates" without new affordable housing strategies. The two bars on the left represent the number of cost-burdened households reported in 2000 and projected for 2017. The two bars on the right project the number of households receiving housing assistance through new and existing resources over ten years.

Figure 3:
Households with Housing Needs and Projected Households Receiving Housing Assistance



The plan includes three sets of recommendation in the categories of (1) providing incentives for developers, (2) building capacity of local housing providers, and (3) creating new local resources for housing. The plan includes 12 first-year action steps that are currently in various stages of implementation.

The Housing within Reach plan estimated that the total costs of meeting its goal of serving over 32,000 households would be about $1.03 billion over ten years, including both existing (55 percent) and new (45 percent) resources. The proposed new resources include

new sources of direct public financial assistance; increased leveraging of state, federal, and private loans and investment; and the value of development incentives for new affordable housing.

The plan also described the costs for providing housing using a variety of approaches, using estimates from real projects in the county from 2006. New construction of subsidized rental units are estimated to cost $262,000 per unit, and acquisition and rehabilitation of existing rental buildings costs $119,000 per unit. Short-term assistance to preserve homeownership (in other words, to keep a family from losing their home) costs an estimated $6,000 per household. Long-term tenant-based rental assistance costs an average of about $7,000 per household per 12 months of rental assistance.

The Housing Within Reach plan compared these cost estimates to the value of existing resources and potential sources of new resources over a ten year period. For greater detail on the financial modeling of the impacts of the proposed strategies, please see the complete Housing within Reach report, including the sections on "Strategies to Support Housing Stability," and "Funding Projections."

Fair Share Housing Allocation (SCT)

Based on Countywide Planning Policy HO-4, SCT is responsible for developing the Fair Share Housing Allocation report. The object of the Fair Share Housing Allocation report is to inform all jurisdictions of their "fair share" of housing for the number of low- and moderate-income households who are projected to be cost-burdened by 2025. In other words, the model describes the "fair share" of housing need for which each jurisdiction should plan, and includes both existing and projected housing needs. The most recent allocation was released in 2005. (See note on page five of this report regarding the Fair Share Housing Allocation.)

Countywide Planning Policies (SCT)

SCT is responsible for developing and updating the CPPs, which provide a guiding framework for the comprehensive plans of the County and cities. CPPs are designed to ensure that city and County comprehensive plans are consistent, and fulfill the requirements of the Growth Management Act.

The CPPs currently include 21 policies specifically related to housing. Most of these policies would be relevant to the activities and objectives of an inter-jurisdictional housing collaboration, and five policies in particular are essential to the creation and implementation of such a program. These CPPs clearly demonstrate the commitment of cities and the County to seek ways to increase the supply of affordable housing, and to work inter-jurisdictionally on meeting these goals:

> HO-2: Make adequate provisions for existing and projected housing needs of all economic segments of the county.

HO-3: Strengthen inter-jurisdictional cooperative efforts to ensure an adequate supply of housing is available to all economic segments of the county.

HO-4: Adopt and implement a fair share distribution of low-income and special needs housing so as to prevent further concentration of such housing into only a few areas.

HO-5: Each jurisdiction's comprehensive plan housing element will include strategies to attain the jurisdiction's fair share housing objectives.

HO-6: Production of an adequate supply of low and moderate income housing will be encouraged by exploring the establishment of inter-jurisdictional private/public financing programs which involve local lenders and foster cooperative efforts with non-profit housing developers.

The intent of the CPPs is that each jurisdiction incorporates these policies into their comprehensive plans. For example, the County Comprehensive Plan includes several strategies related to the provision of affordable housing, including encouraging building capacity of nonprofit housing developers; analyzing alternative funding for low-income housing, such as bond levies and partnerships with housing authorities and providers; and revising density and zoning regulations to increase land capacity. The County Comprehensive Plan also includes the objective to, "Strengthen inter-jurisdictional cooperative efforts to ensure an adequate supply of housing is available to all economic segments of the county."

Consolidated Plan (County OHHCD)

The Snohomish County Consolidated Plan describes the housing conditions in Snohomish County and provides funding priorities for the federal HOME and CDBG funds administered by the Urban County Consortium. The Con Plan is updated every five years by OHHCD and incorporates public input. OHHCD also develops an annual action plan that describes implementation of the Con Plan objectives and goals.

Affordable Housing Production Plan (County OHHCD)

In 2007, OHHCD developed its Affordable Housing Production Plan. That plan set a housing goal of ensuring housing affordability for 6,025 additional households from 2007-2017, through a variety of types of housing assistance, using existing housing resources. The recommendations of the AHPP provided the foundation for the Housing within Reach report. The five main recommended strategies included:

1. Create a new local housing voucher program for homeless households
2. Promote home ownership: Incorporate a "community land trust" model; employ "self-help" home ownership programs; provide first time home buyer assistance

3. Reprioritize the ratio of OHHCD funds allocated to new construction versus acquisition/rehabilitation to reduce per unit costs, thereby creating more units
4. Prioritize permanent housing for households earning at or below 30% of Area Median Income, special needs population groups based on need, and preservation of existing affordable housing units
5. Build community capacity to develop affordable housing through enhanced pubic/private partnerships, education to key development and infrastructure participants, and increased support and technical assistance

Regional Housing Strategy Workgroup Report (Prosperity Partnership)

The Prosperity Partnership, a program of the Puget Sound Regional Council, is a coalition of over 250 government, business, labor, education and community organizations from King, Kitsap, Pierce, and Snohomish counties dedicated to developing and implementing a common regional economic strategy. The Prosperity Partnership formed the Regional Housing Strategy Working Group in May 2007, including non-profit developers and public housing authorities, private developers and real estate professionals, local and state government housing officials and planners, local elected officials, employers, labor, and various non-profit organizations with an interest in housing issues. The Working Group made consensus recommendations on a list of specific strategies to improve housing affordability in the region.

The Working Group identified three specific strategies for the Prosperity Partnership's 2008 Action Items list for implementation in the short-term. The three strategies include: (1) State funding for infrastructure to accommodate growth and promote affordability, (2) a waiver on the state portion of the sales tax for low income housing projects, and (3) the creation of a program to encourage jurisdictions to enact available strategies, such as land-use and regulatory incentives.

Pierce County Housing Affordability Report

In 2006, the Pierce County Council and Executive created the Housing Affordability Task Force to explore the affordable housing needs of Pierce County residents, review the costs of developing housing units in the county, and recommend strategies to increase the supply of affordable housing. The Task Force included for-profit and non-profit housing developers, low-income housing advocates, realtors, housing authorities, bankers, mobile home park advocates, and elected and appointed officials from Pierce County government.

The Task Force recommended a broad range of strategies, including changes to Pierce County land use regulations, incentive-based approaches to encourage developers to construct more affordable housing, state legislative action, and local funding strategies. The following seven strategies were identified as high priorities for Pierce County:

1. Planned Development Districts to create mixed income communities within the Urban Growth Area

2. Inclusionary Zoning: both voluntary and required (in some circumstances)
3. Incentives to assist developers create affordable housing including: density bonuses, fee waivers, reduced zoning requirements, and expedited permitting
4. Encourage development of Single Room Occupancy (SRO) housing
5. Encourage development of transitional housing
6. Create new local dedicated revenue source for populations below 80% AMI
7. Provide property tax relief for commitment to build and maintain affordable housing

Appendix 5: List of Stakeholder Interviews

The consultant team interviewed local private and public leaders identified by the Housing Subcommittee to inform this study. During the first phase of interviews from August through December 2008, the 22 interviewees included elected officials; private and nonprofit developers; and staff from housing authorities and city and county government:

Bud Alkire, Everett Housing Authority
Tony Balk, City of Monroe
Bob Davis, Housing Authority of Snohomish County (HASCO)
Deanna Dawson, County Executive's Office
Bob Drewel, Puget Sound Regional Council
Nathan Gorton, National Association of Realtors
Crystal Hill, City of Gold Bar
Deborah Knight, City of Sultan
Dave Koenig, City of Everett
Mark Lamb, City of Bothell
Rebecca Lind, City of Stanwood
Mike Pattison, Master Builders of King and Snohomish Counties
Ed Petersen, Housing Hope
Carmen Rasmussen, City of Marysville
Paul Roberts, City of Everett
Michelle Robles, City of Mountlake Terrace
Dave Somers, Snohomish County Council
Ken Stark, Snohomish County Human Services
Brian Sullivan, Snohomish County Council
Phil Sullivan, Senior Services of Snohomish County
Larry Sundquist, Sundquist Homes
Lisa Utter, City of Lynnwood
Herman Williams, Tulalip Tribes Housing Department

The second phase of interviews, from February to March 2009, included some interviewees that participated in the first phase. Other phase one interviewees were given the opportunity to provide input during the second phase through an online survey, and seven individuals contributed their feedback through the survey. The second round of in-person interviewees included 18 individuals:

Allan Giffen, City of Everett
Dennis Kendall, City of Marysville
Gloria Hirashima, City of Marysville
Tony Balk, City of Monroe
Margaret Larson, City of Arlington
Steve Baker, City of Arlington
Dave Kuhl, City of Arlington

John Caufield, City of Mountlake Terrace
Shane Hope, City of Mountlake Terrace
Terry Ryan, City of Mill Creek
Dave Gossett, Snohomish County Council
Brian Parry, Snohomish County Executive's Office
Craig Ladiser, Snohomish County Planning and Development Services
Ken Stark, Snohomish County Human Services
Deborah Knutson, Economic Development Council
Ed Petersen, Housing Hope
Mike Sells, State Representative
Marko Liias, State Representative

Appendix 6: List of PAC Housing Subcommittee participants

Over a ten month process, the Housing Subcommittee of the Snohomish County Tomorrow Planning Advisory Council met monthly to oversee the inter-jurisdictional feasibility study and the development of this report. Housing Subcommittee participants included representatives from eight cities, the County, and the nonprofit Housing Consortium:

Becky Ableman, City of Lake Stevens
Rob Chave, City of Edmonds
Angela Gemmar, City of Marysville
Allan Giffen, City of Everett
Gary Hasseler, City of Bothell
Chris Holland, City of Marysville
Dave Koenig, City of Everett
Carla Nichols, Town of Woodway
Glen Pickus, City of Mukilteo
Tom Rogers, City of Mill Creek
Karen Watkins, City of Lake Stevens
Hiller West, City of Monroe
Mike Stanger, Snohomish County Planning and Development Services
Steve Toy, Snohomish County Planning and Development Services
Dean Weitenhagen, Snoh. Co. Office of Housing, Homelessness & Community Development
June Robinson, Housing Consortium of Everett and Snohomish County
Bill Mandeville, Washington State Dept. of Community, Trade & Economic Development

COST SCENARIOS FOR INTER-JURISDICTIONAL HOUSING PROGRAM

DRAFT -- May 8, 2009

								Scenarios 7-8 do not	
		Scenarios 1-6 include the Unincorporated County						**include Uninc. County**	
		Scenario 1	**Scenario 2**	**Scenario 3**	**Scenario 4**	**Scenario 5**	**Scenario 6**	**Scenario 7**	**Scenario 8**
		1L, 1M, 1S	1M + 5S	1L, 1M, 1S	1M + 5S	1L, 1M, 1S	1M + 5S	1L, 2M, 2S	1L, 2M, 2S
Population Served:	Est. Pop.	**475,000**	**435,000**	**475,000**	**435,000**	**475,000**	**435,000**	**200,000**	**200,000**
Unincorporated County	325,000	325,000	325,000	325,000	325,000	325,000	325,000	-	-
Large Size City (**L**)	100,000	100,000	-	100,000	-	100,000	-	100,000	100,000
Medium Size City (**M**)	35,000	35,000	35,000	35,000	35,000	35,000	35,000	70,000	70,000
Small Size City (**S**)	15,000	15,000	75,000	15,000	75,000	15,000	75,000	30,000	30,000
Total Funding Needed		**$ 120,000**	**$ 120,000**	**$ 120,000**	**$ 120,000**	**$ 120,000**	**$ 120,000**	**$ 120,000**	**$ 120,000**
Leveraged Funds*		$ -	$ -	$ 40,000	$ 40,000	$ 80,000	$ 80,000	$ -	$ 80,000
Unincorporated County		$ 82,105	$ 89,655	$ 54,737	$ 59,768	$ 27,369	$ 29,887	$ -	$ -
Large City		$ 25,264	$ -	$ 16,842	$ -	$ 8,421	$ -	$ 60,000	$ 20,000
Medium City		$ 8,842	$ 9,655	$ 5,895	$ 6,437	$ 2,947	$ 3,218	$ 21,000	$ 7,000
Small City		$ 3,789	$ 4,138	$ 2,526	$ 2,759	$ 1,263	$ 1,379	$ 9,000	$ 3,000
Est. Resident Cost per Capita		**$ 0.25**	**$ 0.28**	**$ 0.17**	**$ 0.18**	**$ 0.08**	**$ 0.09**	**$ 0.60**	**$ 0.20**

* **Leveraged Funds** could include federal CDBG pass-through, state allocations and/or philanthropic contributions.

ASSUMPTIONS FOR COST SCENARIOS

1. The program budget does not initially include a housing trust fund for capital development, only support for staff workplan
2. A host agency provides no-cost or substantially below-cost office space and back-office support
3. One FTE is hired at $85,000 + 30% benefits
4. Other miscellaneous costs (travel, supplies, insurance) are about $10,000 per year
5. Total costs are about $120,000 per year including 2, 3, and 4 above
6. Leveraged Funds may include federal CDBG pass-through contributions
7. The State legislature may provide funding in 2010 (under Leveraged Funds)
8. Membership dues are assigned on a per capita basis for the remainder of the budget (after Leveraged Funds)
9. The County's per capita dues (if the County participates) are based on the population of the unincorporated county
10. The federal CDBG pass-through contribution does not count towards the County's per capita dues

CITY OF MARYSILLE
Marysville, Washington

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MARYSVILLE AMENDING SECTION 10.04.150 OF THE MARYSVILLE MUNICIPAL CODE, RELATING TO FEES FOR VOLUNTARILY SURRENDERED ANIMALS AND EFFECTIVE DATE.

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

SECTION 1. Section 10.04.150 of the Marysville Municipal Code is hereby amended to read as follows:

10.04.150 Dogs and cats – Impoundment – Redemption – Fees.

(1) The animal control officer of the city may impound dogs and cats which fall in one or more of the following categories:

(a) Those dogs or cats which are not licensed pursuant to this chapter;
(b) Those dogs or cats which do not exhibit the identification tag required by this chapter;
(c) Stray animals as defined by this chapter;
(d) Biting dogs or cats as defined by this chapter;
(e) Vicious dogs as defined by this chapter;
(f) Dogs or cats in heat which are running at large;
(g) Noisy dogs and cats as defined by this chapter;
(h) Trespassing dogs and cats as defined by this chapter;
(i) Dogs or cats running in packs;
(j) Chasing or intimidating dogs or cats as defined in this chapter;
(k) Dogs or cats habitually running at large in violation of this chapter;
(l) Dogs and cats which are declared public nuisances but which have not been abated pursuant to this notice;
(m) Dogs and cats which are voluntarily surrendered to the animal control officer~~,~~ or authorized animal shelter ,by any person who purports to be the owner of the same, or by any person who declares that the animals are stray animals as defined by this chapter.

(2) The animal control officer shall use his best efforts to notify the owner of the animal impounded pursuant to this section. The owner shall be responsible for paying the financial obligations below:

(a) The impound recovery fee assessed to the city by the Everett animal shelter or other applicable agency, if the owner has not already reimbursed the city for said fee; and

(b) The sum equal to the current rate charged the city by the applicable agency for room and board during the period of impoundment; and
(c) The appropriate license fee if the animal has not been previously licensed; and
(d) Any and all delinquent court fines with respect to the animal.
If an animal is sold pursuant to this chapter, the net proceeds from the sale shall offset the accrued obligation of the animal's owner with the exception of delinquent court fines. (Ord. 2600 § 1, 2005; Ord. 2404 § 1, 2002; Ord. 2013 § 15, 1995).

SECTION 2. This ordinance shall take effect on March 15, 2010.

PASSED by the City Council and APPROVED by the Mayor this _____ day of March, 2010.

CITY OF MARYSVILLE

By_____
DENNIS KENDALL, MAYOR

Attest:

By_____
TRACY JEFFRIES, CITY CLERK

Approved as to from:

By_____
GRANT K. WEED, CITY ATTORNEY

Date of publication:_____
Effective Date :_____March 15, 2010_____

CITY OF MARYSVILLE
CONTRACT FOR PUBLIC DEFENSE SERVICE

1. PARTIES.

This Professional Services Agreement, ("Agreement"), is entered into as of the Effective Date specified below (¶ 3.3) between the City of Marysville, a Washington municipal corporation having its principal place of business at 1049 State Avenue, Marysville, Washington 98270 ("City"), and Feldman & Lee, P.S., a corporation organized under the laws of the State of Washington, located and doing business at 19303 44th Avenue, West, Lynnwood, WA 98036, hereafter ("The Attorney").

2. RECITALS.

2.1 City desires to obtain professional services for work related to public defender services for all indigent criminal defendants charged under ordinances of the City of Marysville Municipal Court who qualify for appointed counsel.

2.2 The Attorney represents that it is available and able to provide sufficient qualified personnel and facilities necessary for the work and services contemplated herein, and can accomplish the work and services for the required time period and in accordance with City's specifications, professional standards and in accordance with standards, guidelines and/or rules as established by the State Office of Public Defense and/or the Washington State Supreme Court.

2.3 The Attorney agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises set forth herein, it is agreed by and between the parties as follows:

3. TERMS AND CONDITIONS.

3.1 **Services.**
City hereby retains the Attorney, and the Attorney agrees to perform the work and services in accordance with this Agreement and the attached Scope of Work/Performance Expectations (Exhibit A).

3.1.1 Determination of indigence for eligibility for appointed counsel under this Contract shall be determined by the Court. The Court or persons directed by the Court shall be responsible for handling the screening process. Should the Attorney determine a defendant is not eligible for assigned counsel; the Attorney shall withdraw from the case and so advise the Court and the City of the withdrawal and the reason therefore.

3.1.2 The Attorney shall provide to the City Police Department the telephone number or numbers at which an attorney may be reached for "critical stage" advice to defendants during the course of police investigations and/or arrest twenty-four (24) hours each day.

3.1.3 Defendant shall have reasonable access to the Attorney assigned to him/her. Qualifying criminal defendants shall be provided local telephone access to the Attorney. Within six (6) months of the effective date of this agreement, the Attorney will secure and maintain office space within the City of Marysville and make such office open and available at times necessary to meet with defendants.

Individuals in custody in the State of Washington shall be provided access by calling the Attorney collect or through a process established at the Marysville Jail. If the Attorney is appointed to represent an incarcerated defendant who remains in custody prior to trial, the Attorney agrees to conduct interview with such defendant either in person or by phone, as deemed necessary by the Attorney.

3.1.4 James A. Feldman shall be the "lead attorney" assigned to appear in court, manage, supervise and otherwise provide the services under this contract. A different "lead attorney" shall not be assigned to this contract except by mutual agreement.

3.1.5 Any counsel associated with or employed by the Attorney shall have the skill, qualifications and authority to perform the services called for herein with the prior approval of the city, and the Attorney may employ associated counsel to assist at the Attorney's expense.

3.2 **Payment.**

City hereby retains the Attorney, and the Attorney agrees to this Agreement and the attached Other Terms and Conditions (Exhibit B).

3.2.1 Except as otherwise provided herein, City shall pay the Attorney for Services rendered under this Contract the sum of $15,000 per month for all services set forth in this contract. Commencing April 1, 2011 and each April 1, thereafter during the term of this contract or any extension thereof, there shall be added to the $15,000 per month compensation a cost of living adjustment equal to the CPI(W) for the Seattle – Everett area. Provided, in no event shall said adjustment exceed 4%. Commencing April 1, 2011 and each April 1, thereafter, upon written request by the attorney, this Section 3.2 of this agreement may be reopened to consider modification of the payment amount. A modification shall only be considered if there is at least a 10% increase or decrease in the number of cases assigned for indigent defense from the previous 12 month period. Any modification shall be subject to mutual agreement of the parties and shall require an amendment to this contract.

3.2.2 The fee set forth in 3.2.1 shall include all arraignment and in custody calendars. The fee set forth in 3.2.1 above shall also include services for each stage of appeal in the event of an appeal from a final order of the Marysville Municipal Court to the Snohomish County Superior court.

3.2.3 In addition to the payments referenced in 3.2.1 above, the City shall pay the Attorney for special reasonable and necessary costs approved by the Court associated with defense of cases requiring unique services such as an investigator, polygraph or handwriting specialist, etc.

3.2.4 The Attorney shall submit monthly invoices (but not more frequently than monthly) to City upon completion of the Services under the terms of payments as described in this contract and attached Exhibit A and B. City shall pay the Attorney within forty-five (45) days of the receipt of a correct invoice in accordance with City's usual payment procedures. If City objects to all or any portion of any invoice, it shall so notify the Attorney within twenty (20) days from the date of receipt but shall pay the undisputed portion of the invoice. The parties shall immediately make every effort to settle the disputed portion of any invoice.

3.2.5 Acceptance of any payment by the Attorney shall constitute a release of all payment claims against City arising under this Agreement as to such portion of the Services. No payment to the Attorney, whether periodic or final, shall constitute a waiver or release by City of any claim, right or remedy it may have against the Attorney regarding performance of the Services as required by this Agreement.

3.3 **Time of Performance.**

Unless terminated earlier pursuant to Section 3.7 below, the Attorney agrees that the Services shall be provided from March 29, 2010 at 12:01 a.m. through March 28, 2013 at 12:00 p.m. The fee for services due in April 2010 will include all work performed on March 29, 30 and 31, 2010 and there shall be no other charge for services in March, 2010. The City may in its discretion, exercise an option to extend this agreement for a term not to exceed three (3) additional years commencing March 29, 2013.

3.4 **Relationship of Parties.**

The Attorney is an independent contractor under this Agreement, and the parties intend that an independent contractor-client relationship is the only City of Marysville relationship created by this Agreement. No employee, agent, representative or by Attorney's representatives of Attorney shall be or shall be deemed to be the employee, agent representative or sub consultants of City. Attorney has no authority, and will not represent itself to have authority, to legally bind City or otherwise act for, or on City's behalf. None of the compensation or other benefits provided by City to its employees shall be available to the Attorney's employees, agents, representatives or by Attorney's representatives. The Attorney shall be solely responsible for all compensation, taxes, withholding, and other benefits due to its employees, agents, representatives, subcontractors and by Attorney's representatives. The Attorney shall be solely responsible for its acts and omissions and for the acts and omissions of The Attorney's agents, employees, representatives, subcontractors and by Attorney's representatives during performance of this Agreement. On or before the Effective Date, the Attorney shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish the Attorney's status as an independent contractor.

3.5 **Services Performed at the Attorney's Risk.**

The Attorney shall take all precautions reasonably necessary to perform the Services and shall be responsible for the safety of its employees, agents and his representatives in the performance of the Services.

3.6 **Supervision, Inspection and Performance.**

3.6.1 Even though the Attorney is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of City and shall be subject to City's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

3.6.2 The Attorney represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by the Attorney, its employees, or by Attorney's representatives whose selection has been authorized by City; provided that City's authorization shall not relieve the Attorney or by Attorney's representatives from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. The Attorney shall ensure that all contractual duties, requirements and obligations that the Attorney owes to City shall also be owed to City by Attorney's representatives retained to perform the Services.

3.6.3 The Attorney shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services pursuant to this Agreement. The Attorney shall perform the Services so that the Services conform to the highest professional standards. The Attorney shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services.

3.7 **Termination of Agreement.**

3.7.1 Termination by City for the Attorney's Default.
City may terminate this Agreement, in whole or in part and at any time, in writing if the Attorney substantially fails to fulfill any or all of its material obligations through no fault of City. If City terminates all or part of this Agreement for default, City shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to the Attorney using the criteria set forth below; provided that

A. No amount shall be allowed for anticipated profit on unperformed Services or other work, and

B. Any payment due to the Attorney at the time of termination may be adjusted to the extent of any additional costs City incurs or will incur because of the Attorney's default. In such event, City shall consider the actual costs incurred by the Attorney in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to City at the date of termination, the cost to City of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to City of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude City from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

3.7.2 Termination by City for Convenience.
City may terminate this Agreement, in whole or in part and at any time with 90 days notice for the convenience of City. City shall terminate by delivery to the Attorney a notice of termination specifying the extent of the termination and the effective date of termination. If City terminates this Agreement for convenience, City shall pay the Attorney the amount otherwise due in accordance with this Agreement for Services satisfactorily performed to the date of termination.

3.7.3 Termination by the Attorney.
The Attorney may terminate this Agreement in the case of a material breach and upon failure of City to remedy said breach within twenty (20) days of written notice by the Attorney of such breach. The Attorney may also terminate the Agreement if key personnel and/or facilities are lost due to an act of God or other catastrophe creating a situation under which The Attorney is physically unable to perform. The Attorney's notice of termination shall be in writing.

3.8 **Discrimination.**
When hiring of employees to perform Services, and in any subcontract arising hereunder, the Attorney, its representatives, or any person acting on behalf of the Attorney or his representatives shall not, by reason of race, religion, color, age, sex, national origin or the presence of any sensory, mental or physical handicap, veteran status, or sexual orientation, discriminate against any person who is qualified and available to perform the Services to which the employment relates.

3.9 "**Indemnity Obligations" - Indemnification and Compliance with Law.**

3.9.1 The indemnification and defense obligations specified in this Section 3.9 ("Indemnity Obligations") have been mutually negotiated and shall survive the expiration, abandonment, or termination of this Agreement. The Indemnity Obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by City of or for any Services performed by the Attorney shall not be grounds for avoidance of any Indemnity Obligations.

3.9.2 To the maximum extent permitted by law, the Attorney, for itself, its employees, subcontractors, assignees and agents (collectively "The Attorney" for purposes of this Section 3.9), agrees to indemnify and hold harmless City and its elected and appointed officers, employees and agents (collectively "City" for purposes of this Section 3.9) from and against any and all suits, claims, actions, losses, costs, attorney fees and expenses, liabilities, penalties, judgments, settlements, and damages of whatsoever kind or nature (collectively "Claims") arising out of, in connection with, or incident to the Attorney's errors, acts or omissions occurring in the performance of the Services and the Attorney's obligations under this Agreement, except and to the extent judicially determined to have been caused by the sole negligence of City. The Attorney's Indemnity Obligations include the obligation to

A. Satisfy any judgment or other final decision of a court or other tribunal,

B. Pay any reasonable settlement negotiated by City with respect to the Claims, and

C. Pay all Claims against City by an employee or former employee of the Attorney or its Attorneys.

3.9.3 The Attorney further agrees to waive, and that this indemnification constitutes the Attorney's waiver of, immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification, and that this waiver has been mutually negotiated.

3.9.4 The Attorney further agrees to defend all Claims against City which, if proven, could result in liability to City for loss or damage caused by all such errors, acts, or omissions of The Attorney. The Attorney's obligation to defend shall include prompt payment of all reasonable attorney fees, costs and expenses incurred in the defense of such claims, including those incurred by City.

3.9.5 The Attorney shall comply, and shall ensure its attorneys, assignees and subcontractors comply, with the terms of this Agreement and with all applicable city, state or federal laws, rules or regulations.

3.10 **Insurance.**

Unless otherwise stated herein, the following Insurance requirements shall apply.

3.10.1 Insurance.

The Attorney 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 Attorney, its agents, representatives, or employees.

3.10.2 No Limitation.

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

3.10.3 Minimum Scope of Insurance.
The Attorney shall obtain insurance of the types described below:

A. **Commercial General Liability insurance** shall be written on ISO occurrence form CG 00 Oland shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Attorney's Commercial General Liability insurance policy with respect to the work performed for the City.

B. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

C. **Professional Liability Proof of Professional Liability Insurance**. The Attorney shall indemnify and hold the City, its elected officials, officers and employees harmless from any and all claims, losses or liability, including attorney's fees, whatsoever arising out of the Attorney's performance of obligations pursuant to this Contract, including claims arising by reason of accident, injury or death caused to persons or property of any kind occurring by the fault or neglect of the Attorney, his agents, associates or employees, or occurring without the fault of neglect of the city. With respect to the performance of this agreement and as to claims against the City, its officers, agents and employees, the Attorney expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Attorney. This waiver is mutually negotiated by the parties. This paragraph shall not apply to any damage resulting from the sole negligence of the City, its agents, and employees. To the extent of any of the damages referred by this paragraph were caused by or resulted from the concurrent negligence of the City, its agents, and employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of negligence of the Attorney, its officers, agents , employees, subcontractors and assignees.

3.10.4 Minimum Amounts of Insurance.
The Attorney shall maintain the following insurance limits:

A. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident provided that this requirement is waived if the only vehicles used for purposes of fulfilling this contract are insured separately on a personal policy.

B **Commercial General Liability insurance** shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

C. **Professional Liability insurance** shall be written with limits no less than $1,000,000 per claim and $2,000,000 policy aggregate limit.

3.10.5 Other Insurance Provisions.
The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

A. The Attorney's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Attorney's insurance and shall not contribute with it.

B. The Attorney's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

3.10.7 Verification of Coverage.
The Attorney 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 Attorney before commencement of the work.

3.11 **Disputes and Remedies.**

3.11.1 Choice of Law; Venue.
This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of Snohomish County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

3.11.2 Dispute Resolution.
All claims, counterclaims, disputes, and other matters in question between City and the Attorney arising out of or relating to this Agreement shall be referred to the City (CAO) or a designee for determination, together with all pertinent facts, data, contentions, and so forth. The City Mayor or Chief Administrative Officer (CAO) shall consult with the Attorney's representative and make a determination within thirty (30) calendar days of such referral. Should the claims, counterclaims, or disputes not be resolved by the City (CAO)'s decision, the parties shall refer the matter to professional mediation in Snohomish County, Washington, which shall be conducted within thirty (30) calendar days of the City (CAO)'s decision. The cost of mediation shall be shared equally. No civil action on any claim, counterclaim, or dispute may be commenced until thirty (30) days following such mediation. In the event of litigation between the Attorney and City to enforce the rights under this Agreement, reasonable attorney fees and expenses shall be allowed to the prevailing party.

3.12. **Remedies.**
City's rights and remedies in this Agreement are in addition to all other rights and remedies provided by law. City may exercise such rights and remedies in any order and at any time as it determines necessary or appropriate.

3.13 **Notice.**
All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

CITY OF MARYSVILLE	ATTORNEY
Attention: Chief Administrative Officer	James A. Feldman

1049 State Avenue Marysville, WA 98270	19303 44th Avenue, West Lynnwood, WA 98036

3.14 **Entire Agreement.**
The written terms and provisions of this Agreement, together with all referenced Exhibits, which are incorporated herein by this reference, supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

3.15 **Priority of Documents**.
In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

3.16 **Modification.**
No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of City and the Attorney.

3.17 **Assignment/Subcontract.**
Any assignment or subcontracting of this Agreement or any of the services to be provided hereunder by the Attorney without the prior written consent of City shall be void.

3.18 **Waiver.**
A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

3.19 **Third-Party Beneficiaries.**
There are no third-party beneficiaries to this Agreement.

3.20 **Counterparts.**
This Agreement shall be signed in duplicate or triplicate and may not be signed in counterparts.

3.21 **Authorized Signatures.**
By their signatures below each party represents that it has taken all necessary steps and is fully authorized to sign for and on behalf of the named principal above.

3.22 **Effective Date.**
This Agreement shall be effective on the last date entered by the parties below.

CITY OF MARYSVILLE	FELDMAN & LEE, P.S.
_____ _____	_____ _____
Denis Kendall, Mayor Date	James A. Feldman, President Date
Attest:	Approved as to form:
_____	_____
Tracy Jeffries, City Clerk	Grant K. Weed, City Attorney

EXHIBIT A

SCOPE OF WORK/PERFORMANCE EXPECTATIONS:

1. The Attorney represents, through trial, sentencing, post-sentence review and any appeals up to and including the Superior Court, indigent criminal defendants charged under ordinances of the City of Marysville and State of Washington who the City or Court shall qualify for counsel.

2. The Attorney will provide criminal defense services at the daily in-custody calendar, shall attend all hearings and trials involving defendants on whose behalf the Public Defender has been appointed, and will be available to talk with or meet, in person with indigent defendants, at the Public Defender's office and/or the Marysville Municipal Court and jail facilities.

3. The Attorney will be available to appear in Court/Jail before such individual has been in custody for 24 hours.

4. The Attorney may withdraw upon completion of the case as allowed by the Rules of Professional Conduct.

5. The Attorney shall provide to the City Police Department the telephone number or numbers at which an attorney may be reached for "critical stage" advice to defendants during the course of police investigations and/or arrest twenty-four (24) hours each day.

6. The Attorney shall file quarterly reports with the City to include each client who has been appointed to the Public Defender, the charges, cause number and disposition, bench or jury trial and whether an appeal was filed. The report is due to the Assistant Administrative Services Director on or before the thirteenth day after the end of each quarter as to clients represented in the previous quarter.

7. An attorney assisting the primary contractor shall be licensed to practice law before the courts of record for the State of Washington. The Public Defender shall be responsible for overseeing and approving services performed by other attorneys at no additional cost. The Public Defender must immediately report to the City any change affecting the maintenance of membership in good standing of the Washington State Bar Association. No legal intern shall be used for this contract unless agreed to in advance by the City.

8. Required public defender services include appearance at the Marysville Municipal Court and/or jail for all criminal case calendars, unless excused by the Court, which include standby representation to all in-custody defendants as well as general advice to defendants as out-of-custody arraignments. The Public Defender manages cases and issues subpoenas.

PERFORMANCE EXPECTATIONS:

1. Public defender will review all cases prior to scheduled court date and work with City Prosecutor for possible resolution.

2. Public defender will arrive at least 15 minutes prior to the start of all scheduled calendars.

3. Public Defender will bring two (2) attorneys if the calendar has more than 50 defendants on the calendar.

EXHIBIT B

OTHER TERMS AND CONDITIONS:

City payment for services will be made for Court appointed public defense and will include all hearings up to disposition and any post-sentence reviews. An itemized billing statement will be submitted in the form specified and approved by the City to the appropriate City representative on a monthly basis

Case count is defined by incident date. A single individual charged with several charges arising from one event would be counted as one even if written on two or more citations.

A case is counted when the Court screens the defendant for eligibility and appoints the Public Defender, or the Judge directly appoints the Public Defender from the bench.

A case is not counted or billed if a defendant hires his/her own attorney, or if he/she fails to appear at the pretrial hearing. In the event the defendant fails to appear at the pretrial hearing the Public Defender will withdraw as attorney of record, pursuant to local rules.

Services covered by this RFP that are not explicitly identified as non-routine will be assumed to be included in the basic fee.