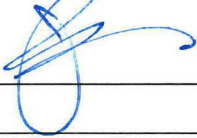


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 24, 2019

AGENDA ITEM:	
Interlocal Agreement Between Snohomish County and The City of Marysville for Cedar Field Improvement Project	
PREPARED BY:	DIRECTOR APPROVAL: 
Jim Ballew	
DEPARTMENT:	
Parks, Culture and Recreation	
ATTACHMENTS:	
Interlocal Agreement	
BUDGET CODE:	AMOUNT:
	\$50,000.00
SUMMARY:	

The County Council has authorized an allocation of \$50,000 within the 2019 Priority Package Detail program for improvements to Cedar Field. These funds will be used along with grant proceeds from the State of Washington Youth Athletic Fund to fully renovate Cedar Field. Field improvements will include design, field lighting, field turf installation and netting installations.

Project completion is required by December 31, 2020.

RECOMMENDED ACTION: Staff recommends the City Council consider authorizing the Mayor to sign the attached Interlocal Agreement Between Snohomish County and The City of Marysville for Cedar Field Improvement Project.

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF
MARYSVILLE FOR CEDAR FIELD IMPROVEMENT PROJECT**

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MARYSVILLE FOR CEDAR FIELD IMPROVEMENT PROJECT FUNDING (this “Agreement”), is made and entered into this ____ day of _____, 2019, 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”), pursuant to Chapter 39.34 RCW.

RECITALS

A. The 2015 General Policy Plan, Parks and Recreation, Goal PR 1, includes a component to provide recreation services to Snohomish County’s residents in the most effective and efficient way possible; and

B. The County Executive and the County Council have determined that it is consistent with the 2015 General Policy Plan and is in the public interest of County residents to participate in joint undertakings with local municipalities to increase recreational opportunities and facility capacity; and

C. The County Council approved Amended Ordinance 18-082, dated on November 19, 2018, which adopted the 2019-2024 Capital Improvement Program as part of the Snohomish County Capital Facilities Plan, and is included as Attachment A, incorporated herein by this reference; and

D. The County Council adopted the 2019 Priority Package Detail which included funding for certain capital improvement projects, including Package Id # 619, Attachment B, City of Marysville Cedar Field Improvement Project in an amount up to Fifty Thousand and no/100 Dollars (\$50,000.00) in REET 2 funds pursuant to Chapter 39.34 RCW (the “Funds”) for the purpose of helping fund improvements for the Project (as defined below); and

E. The City has provided the following: a written request to the County for the Funds (Attachment C, incorporated herein by reference); a description of the Project (Attachment D); a confirmation from the City indicating an ownership interest in the real property whereupon the Project is located (Attachment E); a description of the City’s involvement and on-going role in planning, design, development, maintenance, and operation of the project (Attachment F); and

F. The County and City intend to enter into this Agreement pursuant to and in accordance with the Washington State Interlocal Cooperation Act, Chapter 39.34 RCW, for the purposes of funding and completing the Project.

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 County and the City agree as follows:

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MARYSVILLE FOR CEDAR FIELD IMPROVEMENT PROJECT

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to define the responsibilities of the County and the City as they relate to the County's provision of funds to the City's Cedar Field Improvement Project located at 1010 Beach Avenue, Marysville, WA 98270 (the "Property") for purposes of field improvements, which include but are not limited to replacing the playing surface with synthetic material and new field lighting, as further described in Attachment B (incorporated herein by this reference), and as reasonably modified by the City on a needed basis in a manner consistent with Chapter 39.34 RCW and Chapter 82.46.035 RCW (collectively, the "Project").

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2020, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that each party's obligations after December 31, 2019, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law unless the Agreement is approved and entered by the County Council via County ordinance, in which case, this proviso shall not apply.

3. Administrators.

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

Tom Teigen, Director
Snohomish County Parks and
Recreation Department
6705 Puget Park Drive
Snohomish, Washington 98296
(425) 388-6617 phone
(425) 388-6645 facsimile
Tom.Teigen@snoco.org

City's Initial Administrator:

Jim Ballew
Director of Parks, Culture and Recreation
Marysville, WA 98201
360-363-8400
jballew@marysvillewa.gov

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

4. Project Performance.

4.1 **Certification of Real Property Interest.** The City represents to the County that the City owns the Property, upon which the Project shall be executed, and additional real property or easements are not needed to complete the Project. (See Attachment C, incorporated herein by this reference.)

4.2 City's Financial and Staff Commitment. The City represents to the County that the City has monies sufficient to develop, complete the Project, maintain, and operate the Project without additional County monies needed under the terms of this Agreement by the Project deadline identified in Section 4.3 below (the "City's Financial Commitment"). (See Attachment D, incorporated herein by this reference.)

4.3 Project Deadline. On or before December 31, 2020, the City shall complete the Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

4.4 Recognition of County as Financial Sponsor. The City shall recognize the County as a financial sponsor of the Project as follows:

4.4.1 Upon completion of the Project or dedication of the Project, whichever comes first, the City shall install at the Project site a plaque in a form approved by the County that indicates that the County is a financial sponsor or contributor of the Project;

4.4.2 Until December 31, 2020, or completion of the Project, whichever is later, the City shall invite the County to all events promoting the Project and recognize the County at all such events as a financial sponsor of the Project;

4.4.3 Until December 31, 2020, or completion of the Project, whichever is later, the City shall recognize the County as a financial sponsor in all brochures, banners, posters, and other promotional material related to the Project.

4.5 Project Maintenance. The City shall be responsible for on-going capital improvements to, and maintenance of, the Project in the City's sole discretion. The County makes no commitment to support the Project beyond the funding provided for in this Agreement and assumes no obligation for future support of the Project, including financial support, except as expressly set forth in this Agreement.

4.6 Availability to County Residents. The City shall make the Property benefitted by the Project available to all County residents, at such times and in accordance with the fee schedule otherwise adopted by the City.

5. Invoicing and Payment.

5.1 Invoicing. Prior to December 31, 2020, the City shall submit to the County an invoice requesting disbursement of the Funds for the Project. Upon receipt of the invoice, the County shall disburse the Funds for the Project within forty-five (45) days of receipt of said invoice.

5.2 Accounting. The City shall maintain a system of accounting and internal controls which complies with generally accepted accounting principles and governmental accounting and financial reporting standards and complies with State records retention requirements in accordance with Chapter 40.14 RCW.

5.3 Recordkeeping. The City shall maintain Project records to support billings, in compliance with

State records retention requirements under Chapter 40.14 RCW. The records shall be maintained by the City in compliance with State records retention requirements for a period of six (6) years after completion of this Agreement. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the City (other than those subject to attorney-client privilege) relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the City, shall be refunded to the County by the City.

5.4. **Public Records Act.** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the City are needed for the County to respond to a request under the Act, as determined by the County, the City agrees to make them promptly available to the County. If the City considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the City shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the City and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the City (a) of the request and (b) of the date that such information will be released to the requester unless the City obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the City fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the City to claim any exemption from disclosure under the Act. The County shall not be liable to the City for releasing records not clearly identified by the City as confidential or proprietary. The County shall not be liable to the City for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

6. **Independent Contractor.** The City will perform all work associated with the Project as an independent contractor and not as an agent, employee, or servant of the County. The City shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the City and not the County. The County shall only have the right to ensure performance.

7. **Indemnification/Hold Harmless.**

The City shall assume the risk of liability for damage, loss, costs and expense arising out of the activities under this Agreement and all use of any improvements it may place on the Property. The City shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the use of the City Property and this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents.

8. Liability Related to City Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City policy, rule or regulation is the sole issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

9. Insurance.

The City shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with exercise of the rights and privileges granted by this Agreement, by the City, his agents, representatives, and employees/subcontractors. The cost of such insurance shall be paid by the City.

9.1 Minimum Scope and Limits of Insurance. General Liability: Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering COMMERCIAL GENERAL LIABILITY with limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

9.2 Other Insurance Provisions. Coverage shall be written on an "Occurrence" form. The insurance policies required in this Agreement are to contain or be endorsed to contain the County, its officers, officials, employees, and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the City in connection with this Agreement.

9.3 Verification of Coverage. The City shall furnish the County with certificate(s) of insurance and endorsement(s) required by this Agreement.

9.4 City's Risk Insurance Pool. Notwithstanding any of the foregoing, the City shall be entitled to self-insure these risks by providing a letter of self-insurance.

10. Compliance with Laws.

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

11. Default and Remedies.

11.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

12. Early Termination.

12.1 30 Days' Notice. Except as provided in Section 12.2 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other party, up until the date the City executes a contract for construction of the Project. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Termination for Breach. In the event that the City fails to complete the Project or commits a Default as described in Section 11, the County may terminate this Agreement immediately by delivering written notice to the City.

13. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful or if the parties mutually agree to waive mediation, or if a party's claims might lapse due to an applicable statute of limitations, either of the parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

14. Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Miscellaneous.

15.1 Entire Agreement; Amendment. 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 executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15.5 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.

15.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement, subject to RCW 39.34 and other applicable State law.

15.9 No Joint Venture. 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.

15.10 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

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

15.12 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

15.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COUNTY:

CITY:

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MARYSVILLE FOR CEDAR FIELD IMPROVEMENT PROJECT

Snohomish County, a political subdivision
of the State of Washington

City of Marysville , a Washington
municipal corporation

By

By

Name: Dave Somers
Title: County Executive

Name: Jon Nehring
Title: Mayor

Approved as to form

Deputy Prosecuting Attorney
Snohomish County, WA

ATTACHMENT A

Amended Ordinance 18-082

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MARYSVILLE FOR CEDAR FIELD
IMPROVEMENT PROJECT**



1 ADOPTED: 11/19/18
2 EFFECTIVE: 12/08/18

3
4 SNOHOMISH COUNTY COUNCIL
5 SNOHOMISH COUNTY, WASHINGTON

6
7 AMENDED ORDINANCE NO. 18-082

8
9 RELATING TO THE GROWTH MANAGEMENT ACT, ADOPTING THE 2019-2024
10 CAPITAL IMPROVEMENT PROGRAM AS PART OF THE SNOHOMISH COUNTY
11 CAPITAL FACILITIES PLAN

12
13 WHEREAS, the Growth Management Act (GMA), chapter 36.70A RCW, requires counties to
14 adopt, as part of a GMA comprehensive plan ("GMACP"), a capital facilities element that includes a
15 six-year plan providing for the financing of capital facilities within projected funding capacities and
16 clearly identifying sources of public money for such purposes; and

17
18 WHEREAS, Snohomish County (the "County") addresses this requirement by annually
19 adopting a capital improvement program ("CIP") as an adjunct to its annual budget; and

20
21 WHEREAS, GMA Goal 12, RCW 36.70A.020(12), regarding public facilities and services,
22 addresses the need to ensure the adequacy of public facilities and services to serve the
23 development at the time the development is available for occupancy and without decreasing the
24 current levels of service below locally established minimum standards; and

25
26 WHEREAS, RCW 36.70A.130(2)(a)(iv) allows the County to amend the GMACP more
27 frequently than once per year if the amendment is to the capital facilities element and occurs
28 concurrently with the adoption or amendment of the County's budget; and

29
30 WHEREAS, GMACP - General Policy Plan (GPP) Capital Facilities Objective 1.B and
31 associated policies require the County to develop a six-year financing program for capital facilities
32 that meets the requirements of the GMA; and

33
34 WHEREAS, on June 28, 1995, the Snohomish County Council (the "County Council") first
35 adopted a capital facilities plan as required by the GMA, the 1995-2000 Capital Facilities Plan,
36 along with other mandatory elements of Snohomish County's GMACP; and

37
38 WHEREAS, on June 10, 2015, the County Council adopted the 2015 Comprehensive Plan
39 Update, which included reassessment and updates to the Land Use Element, Transportation
40 Element, Parks and Recreation Element, Capital Facilities Plan Element, Future Land Use Map,
41 and regulations and policies; and

42
43 WHEREAS, the 2015 Capital Facilities Plan Element ("2015 CFP") establishes minimum level
44 of service ("LOS") standards for those capital facilities necessary to support development and
45 provides an inventory of capital facilities and a forecast of future facility needs; and

46
47 WHEREAS, the 2015 CFP identifies the following public capital facilities as necessary to
48 support development: fire protection services, surface transportation, parks land and recreational
49 facilities, surface water management, electric power, schools, public wastewater systems, and
50 public water supply; and

AMENDED ORDINANCE NO. 18-082
RELATING TO THE GROWTH MANAGEMENT ACT,
ADOPTING THE 2019-2024 CAPITAL IMPROVEMENT
PROGRAM AS PART OF THE SNOHOMISH COUNTY
CAPITAL FACILITIES PLAN - 1

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WHEREAS, Snohomish County Code (SCC) 4.26.024 requires the Snohomish County Executive, on an annual basis, to prepare a six-year capital improvement program for the next six fiscal years pursuant to the Snohomish County Charter (the "County Charter") and the GMA; and

WHEREAS, section 6.50 of the County Charter requires the County Council to adopt a six-year CIP as an adjunct to the annual budget, including a balance of proposed expenses and potential revenue sources; and

WHEREAS, the six-year CIP is the document developed by the County to detail the funding sources for County capital projects over the next six years and assess whether funding sources and regulatory mechanisms are sufficient to maintain the minimum LOS for those capital facilities necessary to support development; and

WHEREAS, on November 21, 2017, the County adopted the 2018-2023 Capital Improvement Program by Amended Ordinance 17-079, and has adopted regular updates to the capital improvement program since 1995; and

WHEREAS, pursuant to the County Charter and the SCC, the County Council will review and update its six-year CIP concurrently with the 2019 budget process; and

WHEREAS, on September 25, 2018, the Snohomish County Planning Commission (the "Planning Commission") held a public hearing to consider the County's 2019-2024 Capital Improvement Program ("2019-2024 CIP"); and

WHEREAS, on September 25, 2018, the Planning Commission sent a letter that stated that at the conclusion of the public hearing, the Planning Commission voted to recommend adoption of the 2019-2024 CIP; and

WHEREAS, on November 19, 2018, the County Council held a public hearing to consider the Planning Commission's recommendations as well as public testimony on the 2019-2024 CIP; and

WHEREAS, the County Council considered the 2019-2024 CIP, which is attached as Exhibit A, concurrently with the 2019 budget; and

WHEREAS, the County Council considered the entire hearing record including the Planning Commission's recommendation and written and oral testimony submitted during the public hearings;

NOW, THEREFORE, BE IT ORDAINED:

Section 1. The County Council adopts the following findings in support of this ordinance:

- A. The foregoing recitals are adopted as findings as if set forth in full herein.
- B. The ordinance adopts the County's 2019-2024 CIP.
- C. The 2019-2024 CIP was developed for compliance with the following GMA requirements:

AMENDED ORDINANCE NO. 18-082
RELATING TO THE GROWTH MANAGEMENT ACT,
ADOPTING THE 2019-2024 CAPITAL IMPROVEMENT
PROGRAM AS PART OF THE SNOHOMISH COUNTY
CAPITAL FACILITIES PLAN - 2

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1. RCW 36.70A.070(3) "A capital facilities plan element consisting of: (a) An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities; (b) a forecast of the future needs for such capital facilities; (c) the proposed locations and capacities of expanded or new capital facilities; (d) at least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes; and (e) a requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent. Park and recreation facilities shall be included in the capital facilities plan element." The 2019-2024 CIP includes a six-year financing plan for all of the County's capital facilities. The 2019-2024 CIP also assesses the adequacy of funding and regulatory mechanisms for those public capital facilities necessary to support development to maintain their respective minimum level of service (LOS).

2. GMA planning Goal 12 (RCW 36.70A.020(12)) "Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards." The 2019-2024 CIP specifies proposed funding sources for the planned capital facilities and contains a "statement of assessment" which addresses the need for a reassessment of land use or other comprehensive plan elements if there is a projected shortfall in revenue (between 2019 and 2024) that causes the LOS for a facility classified as necessary to support development to fall below the minimum level identified in the capital facilities plan. The statement of assessment portion of the 2019-2024 CIP finds that there are no funding shortfalls or regulatory inadequacies that would affect the ability to maintain the minimum LOS for those capital facilities necessary to support development.

D. The 2019-2024 CIP was developed for consistency with Puget Sound Regional Council Vision 2040 Multicounty Planning Policies (MPP) including: MPP-PS-2 "Time and phase services and facilities to guide growth and development in a manner that supports the regional vision." The County's CFP and the 2019-2024 CIP align with the regional vision to direct growth into urban areas where adequate public infrastructure and services are available or can be provided in an efficient manner by establishing minimum LOS for those public capital facilities necessary to support development and by ensuring that adequate funding and regulatory mechanisms are in place to maintain those minimum LOS.

E. The 2019-2024 CIP was developed for consistency with Snohomish County Countywide Planning Policy (CPP) PS-13 "Jurisdictions should adopt capital facilities plans, and coordinate with other service providers, to provide the appropriate level of service to support planned growth and development in Urban Growth Areas." The 2019-2024 CIP, a component of the County's CFP, is developed through a coordinated and collaborate process between the County and non-County service providers of public capital facilities such as schools, water and sewer infrastructure and services, and electric power.

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- F. The 2019-2024 CIP was developed to comply with and implement the following County directives:
1. Section 6.50 of the County Charter "...The county council in considering the budget ordinance proposed by the county executive, may delete or add items, may reduce or increase the proposed appropriations and may add provisions restricting the expenditure of certain appropriations, provided that the county council shall adopt a six (6) year capital improvement program as an adjunct to the budget, including a balance of proposed expenses and potential revenue sources." The County's annual capital improvement program, including the 2019-2024 CIP, is considered and adopted as part of the annual budget.
 2. SCC 4.26.024 "The executive shall on an annual basis prepare a capital improvement program for the next six fiscal years pursuant to the county charter and chapter 36.70A RCW." The County's annual capital improvement programs, including the 2019-2024 CIP, are developed for compliance with state and local requirements, and is considered and adopted as part of the annual budget.
 3. GPP Objective CF 1.B "Develop a six-year financing program for capital facilities that meets the requirements of the GMA, achieves the county's levels-of-service objectives for county roads and is within its financial capabilities to carry out." The 2019-2024 CIP contains: 1) an adequate financing plan for all County capital facilities, including those necessary to support development, 2) the minimum LOS for those capital facilities necessary to support development, including roads and transit, and 3) a statement of assessment that finds adequate funding and regulatory mechanisms in place to maintain the minimum LOS for those capital facilities necessary to support development.
- G. The 2019-2024 CIP will comply with and implement the following goals, objectives, and policies of the GPP because it is developed in coordination with other providers of public capital facilities and it provides: 1) a six-year financing plan for all County and non-County capital facilities that identifies the funding sources, projects, and schedule, and 2) an assessment of the adequacy of funding and regulatory mechanisms for those public capital facilities necessary to support development to maintain their established minimum LOS:
1. TR Policy 7.A.5 "A locally and regionally coordinated six-year program shall be prepared that finances transportation improvements within projected funding levels and clearly identifies sources of public money."
 2. PR Policy 3.A.1 "Apply a level-of-service method to: monitor the level-of-service of park facilities necessary to support development; identify priority parks projects that are necessary to support development; and provide a basis for collecting and allocating park impact mitigation fees."
 3. Objective CF 6.A "Update the six-year CIP to include a capital program to efficiently provide quality work space for existing and projected future staffing levels through the year 2035."

AMENDED ORDINANCE NO. 18-082
RELATING TO THE GROWTH MANAGEMENT ACT,
ADOPTING THE 2019-2024 CAPITAL IMPROVEMENT
PROGRAM AS PART OF THE SNOHOMISH COUNTY
CAPITAL FACILITIES PLAN - 4

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- 4. CF Policy 1.B.1 "The county shall prepare and adopt, a six-year capital improvement program (pursuant to County Charter) that identifies projects, outlines a schedule, and designates realistic funding sources for all county capital projects."
- 5. Goal CF 9 "Coordinate with non-county facility providers such as cities and special purpose districts to support the future land use pattern indicated by this plan."
- 6. Objective CF 10.A "Assist school districts in developing capital facilities plans that clearly depict levels of service and how they will serve existing and projected student enrollments."
- 7. Goal CF 11 "Water supply systems shall provide sufficient fire flow, as established by county development regulations, in order to provide protection at a level of service commensurate with the planned intensity of future development adopted in the comprehensive plan."
- 8. Goal UT 2 "Work with provider agencies of Snohomish County to help ensure the availability of a reliable, high quality water supply for all households and businesses within the county in a manner that is consistent with the comprehensive plan and protection of the natural environment."
- 9. Goal UT 3 "Work with cities and special districts to produce coordinated wastewater system plans for both incorporated and unincorporated areas within UGAs that are consistent with the land use element and city plans."
- 10. Goal UT 4 "Assist electric utility providers in fulfilling their public service obligations through planning for adequate system capacity to accommodate forecasted growth in a manner that is consistent with the comprehensive plan and protection of the natural environment."

H. Procedural requirements.

- 1. The proposal is a Type 3 legislative action under SCC 30.73.010.
- 2. The environmental impacts of this proposal are within the range of impacts analyzed by the draft environmental impact statement (DEIS) and final environmental impact statement (FEIS) during the update to the GMACP in 2015. No new probable significant adverse environmental impacts from this ordinance have been identified. Therefore, State Environmental Policy Act (SEPA) requirements with respect to this non-project action have been met through issuance on September 7, 2018, of Addendum No. 16 to the FEIS for the 2015 Comprehensive Plan Update.
- 3. Pursuant to RCW 36.70A.106(1), a notice of intent to adopt this ordinance was transmitted to the Washington State Department of Commerce ("Commerce") for distribution to state agencies on August 30, 2018.
- 4. The public participation process used in the adoption of this ordinance has complied with all applicable requirements of the GMA and the SCC.

AMENDED ORDINANCE NO. 18-082
RELATING TO THE GROWTH MANAGEMENT ACT,
ADOPTING THE 2019-2024 CAPITAL IMPROVEMENT
PROGRAM AS PART OF THE SNOHOMISH COUNTY
CAPITAL FACILITIES PLAN - 5

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5. The Washington State Attorney General last issued an advisory memorandum, as required by RCW 36.70A.370, in December of 2015 entitled "Advisory Memorandum: Avoiding Unconstitutional Takings of Private Property" to help local governments avoid the unconstitutional taking of private property. The process outlined in the State Attorney General's 2015 advisory memorandum was used by Snohomish County in objectively evaluating the regulatory changes proposed by this ordinance.

1. This ordinance is consistent with the record as set forth in PDS staff reports relating to this proposal dated August 10, 2018, and September 7, 2018.

Section 2. The County Council makes the following conclusions:

- A. The 2019-2024 CIP is consistent with and complies with the procedural and substantive requirements of the GMA.
- B. The 2019-2024 CIP is consistent with and implements the MPPs, CPPs, and GPP.
- C. All SEPA requirements with respect to this non-project action have been satisfied.
- D. This proposal does not result in an unconstitutional taking of private property for a public purpose and does not violate substantive due process guarantees.

Section 3. The County Council bases its findings and conclusions on the entire record of the Planning Commission and the County Council, including all testimony and exhibits. Any finding which should be deemed a conclusion, and any conclusion which should be deemed a finding, is hereby adopted as such.

Section 4. The 2019-2024 CIP, attached hereto as Exhibit A and incorporated by reference to this ordinance, is hereby adopted as the six-year capital improvement program required by the GMA, County Charter, MPPs, CPPs, SCC, and GPP based on the foregoing findings of fact and conclusions.

Section 5. The 2019-2024 CIP adopted by this ordinance supersedes all other County capital improvement programs. The 2019-2024 CIP shall control in the event of any inconsistency between the 2019-2024 CIP and any other capital improvement program adopted by the County.

Section 6. Severability and Savings. If any section, sentence, clause or phrase of this ordinance shall be held to be invalid or unconstitutional by the Growth Management Hearings Board ("Board") or a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance. Provided, however, that if any section, sentence, clause or phrase of this ordinance is held to be invalid by the Board or court of competent jurisdiction, then the section, sentence, clause or phrase in effect prior to the effective date of this ordinance shall be in full force and effect for that individual section, sentence, clause or phrase as if this ordinance had never been adopted.

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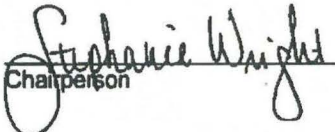
Section 7. Budget notes and conditions.

A. Budget Notes. The 2019-2024 Capital Improvement Program is adopted with the following statements of County Council intent and requests for information or agency action:

- 1. Use of REET 2 funds in future years for city partnership projects. Use of REET 2 funds in future years for city partnership projects in the Community Parks program as set forth in the 2019-2024 Capital Improvement Program are subject to the availability of REET 2 funds.

PASSED this 19th day of November, 2018.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington


Chairperson

ATTEST:


Clerk of the Council

- APPROVED
- VETOED
- EMERGENCY

DATE: 11/28, 2018


Snohomish County Executive

ATTEST:



Approved as to form only:

Deputy Prosecuting Attorney

D-16

AMENDED ORDINANCE NO. 18-082
RELATING TO THE GROWTH MANAGEMENT ACT,
ADOPTING THE 2019-2024 CAPITAL IMPROVEMENT
PROGRAM AS PART OF THE SNOHOMISH COUNTY
CAPITAL FACILITIES PLAN - 7

ATTACHMENT B
PRIORITY PACKAGE DETAIL

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MARYSVILLE FOR CEDAR FIELD
IMPROVEMENT PROJECT**

Snohomish County 2019 Budget - Council Adopted 11/19/2018
Priority Package Detail

Package Type CIP - Capital

Department: 09 Parks And Recreation

Short Name: 09 Parks City Partnerships Projects CIP Pkg

Package ID #: 619

Category: Community

Description: Replaces narrative of CITY PARTNERSHIPS in Community Parks CIP with detailed projects from each Snohomish County Council District; sets out \$150,000 in funding for each district for a total of \$750,000 for all projects. No change in total use of REET 2.

CEDAR FIELD IMPROVEMENTS: Installation of artificial turf throughout the entire baseball field utilized for play. New field lighting will also be installed. Project is in partnerships with the City of Marysville.

Prior Year Balance: \$0
2019: \$50,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2019

TERRACE PARK IMPROVEMENTS: Addition of structured terraces for seating for special events at amphitheater as well as improved ADA accessibility. Project in partnership with the City of Arlington.

Prior Year Balance: \$0
2019: \$40,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2019

FRANK MASON PARK IMPROVEMENTS: Improvements to the existing gravel parking area to provide expanded parking, ADA accessibility, and improved water quality from parking lot runoff. Project in partnership with the City of Granite Falls.

Prior Year Balance: \$0
2019: \$35,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2019

WHITEHORSE PARK IMPROVEMENTS: Infrastructure improvements to support increased camping availability. Improvements to enhance park amenities. Project in partnership with Town of Darrington.

Prior Year Balance: \$0
2019: \$25,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2019

**Snohomish County 2019 Budget - Council Adopted 11/19/2018
Priority Package Detail**

Package Type CIP - Capital

Department: 09 Parks And Recreation

Short Name: 09 Parks City Partnerships Projects CIP Pkg

Package ID #: 619

Category: Community

2019: \$50,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2019

MUKILTEO WATERFRONT PROMENADE: Project in partnership with City of Mukilteo.

Prior Year Balance: \$0
2019: \$20,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2019

Justification:

SUMMARY EXPENDITURE/REVENUE/FTE BY FUND:

EXPENDITURE/NEW REVENUE DETAIL:

CIP - Capital:

Fund	SubFund	Division	Program	SubProgram	2019	2020	2021	2022	2023	2024
309	001	Parks Construction	985 Parks And Recreation -	944 Community				033	City Parks Bond	
Category					2019	2020	2021	2022	2023	2024
309.51094403325211	City Prks-Pass Thru Fnds-R				\$150,000	\$150,000	\$150,000	\$0	\$0	\$0
309.51094403325211	City Prks-Pass Thru Fnds-R				\$150,000	\$0	\$0	\$0	\$0	\$0
309.51094403325211	City Prks-Pass Thru Fnds-R				\$150,000	\$0	\$0	\$0	\$0	\$0
309.51094403325211	City Prks-Pass Thru Fnds-R				\$150,000	\$0	\$0	\$0	\$0	\$0
309.51094403325211	City Prks-Pass Thru Fnds-R				(\$750,000)	\$0	\$0	\$0	\$0	\$0
Program Totals:					\$0	\$150,000	\$150,000	\$0	\$0	\$0
GRAND TOTAL - CIP EXPENDITURES:					\$0	\$150,000	\$150,000	\$0	\$0	\$0

CIP - Funding Source:

Funding Source	2019	2020	2021	2022	2023	2024
REET II		\$150,000	\$150,000	\$0	\$0	\$0
GRAND TOTAL - CIP REVENUES:		\$150,000	\$150,000	\$0	\$0	\$0

ATTACHMENT C

WRITTEN REQUEST TO THE COUNTY FOR THE FUNDS

On behalf of the Marysville Parks, Culture and Recreation Citizen Advisory Board, I am submitting this letter in support of the city's application for grant funds through the Snohomish County Parks Neighborhood Improvement Fund for improvements to the city's oldest youth baseball field- Cedar Field.

This field was originally owned by the Marysville School District and acquired by the city due to the threat of demolition for a housing project. The city purchased the property, which also included a former gymnasium, which was then sold to the Boys and Girls Club for a community center. The field is located in a high-density low-income area and is the only opportunity for recreation on the west side of the community. The site services several thousand youth and families.

Cedar Field is also the home to the Marysville Little League organization that has been a primary user of the facility offering organized youth play for both boys and girls. The condition of the ballfield is currently poor. What resources are available to the Little League organization, go towards operating endeavors and scholarships for those that cannot afford to participate? Few funds remain available for all purpose maintenance or for capital investments.

The grant request for Cedar Field is to assist in funding the installation of artificial turf throughout the entire baseball field utilized for play. New field Lighting will also be installed as the original system was destroyed in wind storms several years ago. This project will provide for year round play opportunities instead of the 4-6 months of restricted play due to poor field conditions. The City's Park Maintenance Department will oversee this project and assume management of the field once completed. The Marysville City Council has authorized this application with the Parks, Culture and Recreation Advisory Board's recommendation. Additional grant support is anticipated from the state's Recreation Conservation Office Youth Athletic Fund.

We thank you in advance for your consideration of this request as it meets the need to improve this facility as a very high priority.

Sincerely,

Jim Ballew
Director of Parks, Culture and Recreation

ATTACHMENT D

A DESCRIPTION OF THE PROJECT

Project: Cedar Field Renovation Project
Location: 1010 Beach Ave, Marysville WA 98270
Consultants: Stantec Inc.

The Marysville Parks, Culture and Recreation Department will use local funds and state grant funds to fully renovate the city's oldest youth baseball field, Cedar Field.

The City will install a new full field drainage system, infield and outfield artificial turf, fencing, and new field lighting.

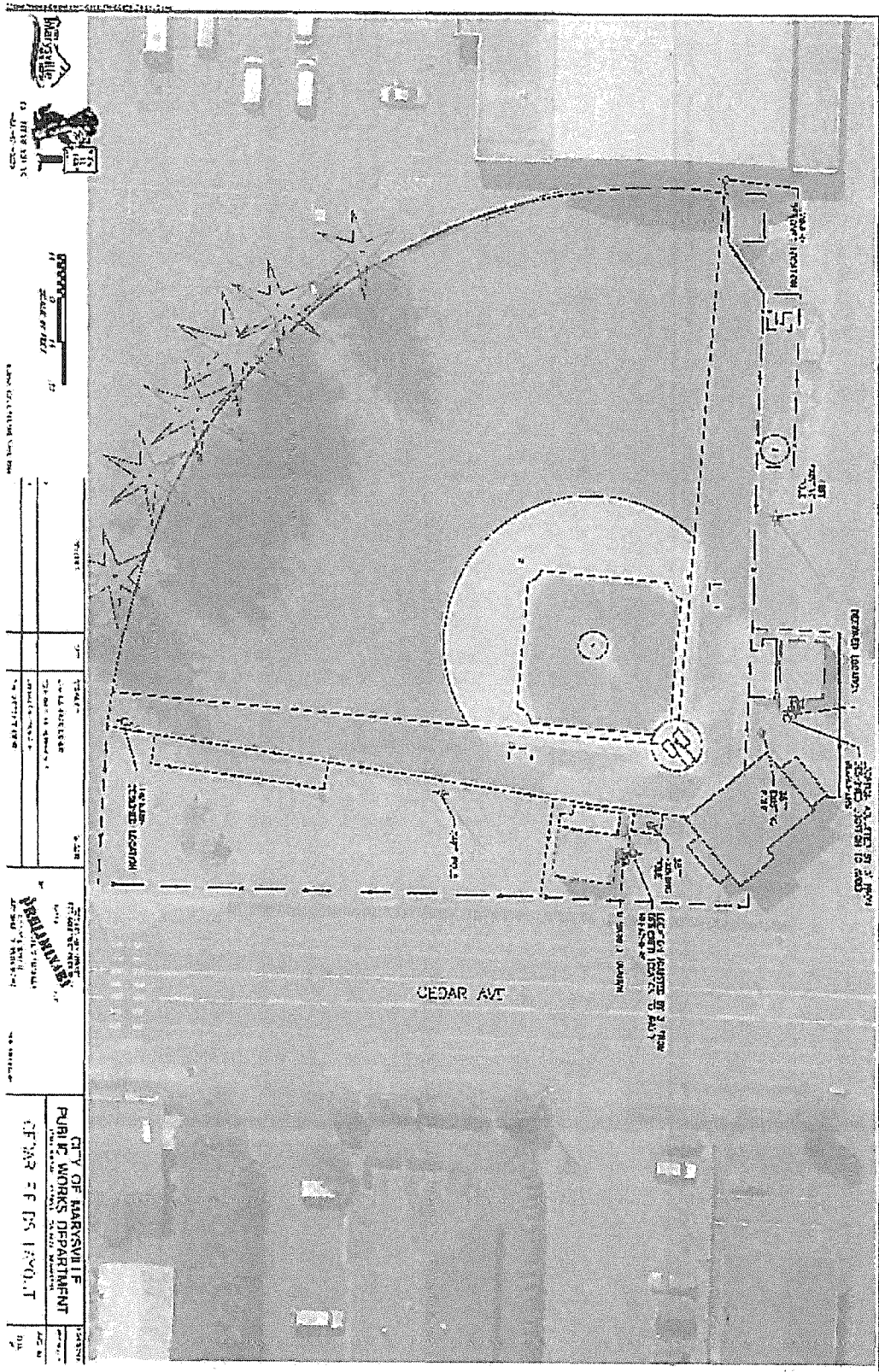
Once completed, this facility will support boys and girls T-ball, baseball, softball, kick ball, and other recreational uses. Marysville will contribute \$340,928 to the project which has a total project cost estimate of \$681,856.

Project costs include:

Architectural & Engineering (A&E), baseball field development, cultural resources, installation of fencing/barriers, Install power utilities, permits and applicable taxes.



INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MARYSVILLE FOR CEDAR FIELD IMPROVEMENT PROJECT



INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MARYSVILLE FOR CEDAR FIELD IMPROVEMENT PROJECT

ATTACHMENT E

A CONFIRMATION FOR THE CITY INDICATING OWNERSHIP INTEREST IN THE PROPERTY

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MARYSVILLE FOR CEDAR FIELD
IMPROVEMENT PROJECT**

316815

14.00

AFTER RECORDING MAIL TO:

City of Marysville
1049 State Avenue
Marysville, WA 98270

200901200640 2 PGS
0112312009 4:27pm \$43.00
SNOHOMISH COUNTY, WASHINGTON

No. 445942
1/28/2009 4:20 PM
Thank you for your payment.
KIMBA

Filed for Record at Request of
Pacific Northwest Title Company of Snohomish County,
Inc.

PNWT 1046404

STATUTORY WARRANTY DEED

File No: SNO-1046404 (BLJ)

Date: January 14, 2009

Grantor(s): Marysville School District No. 25

Grantee(s): City of Marysville

Abbreviated Legal: LOTS 1, 2 AND PTN OF LOT 3, BLOCK 2, EDWARD STEEL'S SECOND
ADDITION TO MARYSVILLE, V 5, P 12

Additional Legal on page:

Assessor's Tax Parcel No(s): 005856-002-001-00

THE GRANTOR(S) Marysville School District No. 25, who acquired title as School District No. 25 of Snohomish County, a political subdivision of the State of Washington for and in consideration of Ten Dollars and other Good and Valuable Consideration, in hand paid, conveys, and warrants to City of Marysville, a Municipal Corporation of the State of Washington, the following described real estate, situated in the County of Snohomish, State of Washington.

LEGAL DESCRIPTION: Real property in the County of Snohomish, State of Washington, described as follows:

LOTS 1, 2 AND THE SOUTH HALF OF LOT 3, IN BLOCK 2 OF EDWARD STEEL'S SECOND ADDITION TO MARYSVILLE, AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 12, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

Seller's warranty under this deed expressly excludes any warranty as to location of any boundary line or ownership in the vicinity of any boundary line. Any warranty, express or implied, in the purchase and sale agreement concerning any boundary line is merged into this deed and does not survive the giving of this deed.

ATTACHMENT F

A DESCRIPTION OF THE CITY'S INVOLVEMENT AND ON-GOING ROLE IN PLANNING, DESIGN, DEVELOPMENT, MAINTENANCE, AND OPERATION OF THE PROJECT

The site has been a youth baseball field for over 50 years. It was formerly owned by the Marysville School District as a school site and the field was used for physical education classes. The City acquired the site as it was threatened for development.

Cedar Field has been home to several major Little League Tournaments and Camps when it was a fully lighted park. Since the former lighting system was removed the activities once held have had to be relocated to facilities that can support 16 hour long events. The impact has been significant. One restaurant located across the street recently closed due to the impact of reduced play at Cedar Field. Once completed this field will generate a significant economic benefit including overnight stays for regional events.

This project will be managed by a combination of tow city departments including Community Development and Parks, Culture and Recreation. The Director of Parks, Culture and Recreation and City Engineer will co-manage this project.

The Pacific Northwest has experienced an increase of rain impacting use of many recreational facilities including natural surfaced baseball fields. This project will accommodate use of a facility that would normally be closed during most winter months. Upon completion this facility could be open year round excluding major storms and or snow events.

Parks maintenance personnel will manage the site on a daily basis with assistance from the youth baseball volunteer corps.