



CITY COUNCIL REGULAR MEETING

Monday, March 11, 2024 at 7:00 PM

City Hall

AGENDA

1. Call to Order

2. Flag Salute

3. Roll Call

4. Presentation

[A.](#) Storm Water Management Plan, Presented by Stacey Clear with Gray & Osborn

5. Approval of Agenda

6. Consent Agenda

[A.](#) Minutes

B. Audit of Reports

1. Claims #113532 - #113572 = \$238,322.67

February 27 - March 11, 2024

2. Payroll #61587 - #61590 = \$112,272.29

March 1, 2024

VOID #113517

7. Reports

8. Audience Participation

The City Council encourages public participation during meetings of the City Council and welcomes your comments. This time is set-aside for you to speak to the City Council on any issue. The Council ordinarily takes non-agenda matters under advisement before taking action. You are also invited to comment on action items as they are considered during the meeting. Individual speakers will be limited to three (3) minutes each in addressing the City Council. When addressing the Council, please speak clearly and audibly and state your name and address for the record.

9. Discussion

[A.](#) Gray & Osborn Agreement for Ellingson Overlay Project

[B.](#) King County Parks, Capital Project Grant Agreement

[C.](#) Resolution 1273-24, Traffic School Fee

[D.](#) Fee Schedule for Rentals

10. New Business

11. Old Business

[A.](#) 2024 Planning Commission Work Plan

12. Ordinances & Resolution

13. Next Workshop

14. Next Workshop

A. Executive Session

For the purpose of discussing personnel issues with legal counsel pursuant to RCW 42.30.110(1)(g)

15. Adjournment

City of Algona 2024 Stormwater Management Plan (SWMP) Overview

NPDES Phase II Permit Overview

- 5-year permit (expires July 31, 2024) overseen by Ecology
 - Permit winding down so this year there is less to do than past 4 years
- Purpose – address stormwater needs throughout the city
- Required to do annual Stormwater Management Plan (SWMP)
 - Provides “look ahead” for the year, Allow public comment on it (on City website)

Stormwater Management Plan (SWMP) Contents

- Stormwater Program Coordination
 - Monthly status meetings held to ensure permit compliance
 - SWMP has to be prepared annually
 - Staff can attend regional storm meetings to stay on top of NPDES permit issues
- Stormwater Planning
 - Keep codes in place to allow for low impact development (rain gardens, pavers, etc.)
- Public Education and Outreach
 - List opportunities on city website to get involved w/ stormwater issues (i.e link to King County Conservation District)
 - Lists education topics and activities (start catch basin marker program w/ children, monthly newsletter continues w/ topics such as car washing, importance of wetlands, et.)
 - City wrapped up education campaign about keeping dumpster lids closed
- Public Involvement and Participation Program
 - City makes the SWMP available on website for public to comment on
 - City posts the annual report (Ecology requires to show permit compliance) on website
- Mapping
 - Maintain a stormwater basemap
 - Keep mapping where private stormwater systems enter into city system (helps to know where spills may have originated)
- Illicit Discharge Detection and Elimination (IDDE)
 - Provide education to public on preventing spills
 - Continue to have a city code that prohibits certain discharges to stormwater
 - Staff have to view at least 12% of system/year to look for spills/illegal connections
 - Staff have to be trained on how to look for spills/illegal connections
 - All spills that enter the City’s system have to be entered into Ecology database
- Controlling Runoff from New Development, Redevelopment and Construction Sites
 - City maintains codes/standards on how to control stormwater w/ development
 - Staff inspects construction sites for erosion control purposes
- Operations and Maintenance
 - Staff inspects detention ponds/water quality facilities/695 catch basins
 - Staff to be trained on inspections
- Source Control Program for Existing Development
 - City has list of businesses to inspect for stormwater concerns
 - Staff inspects 20% of this list/year

STORMWATER MANAGEMENT PROGRAM



**CITY OF ALGONA
2024**

1.0 INTRODUCTION

This document has been prepared to satisfy the Western Washington Phase II Municipal Stormwater Permit (Permit) requirement for the continued development and updating of the Stormwater Management Program (SWMP). The purpose of the SWMP is to reduce the discharge of pollutants from the municipal stormwater system to the maximum extent practicable and to protect water quality.

The National Pollutant Discharge Elimination System (NPDES) Permit is a federal permit that regulates stormwater and wastewater discharges to waters of the State. While it is a federal permit, the regulatory authority was delegated to the Washington State Department of Ecology (Ecology). In response, Ecology developed and issued the Western Washington Phase II Municipal Stormwater Permit. The Permit was issued by Ecology on January 17, 2007, 2013 and 2019. The current permit was issued August 1, 2019, and will be in effect until July 31, 2024. It is the intent of this SWMP to recognize the current permit requirements and to plan for these requirements where appropriate.

All municipalities affected by the permit must create and implement a SWMP which addresses the following required program elements:

- Stormwater Planning
- Public Education and Outreach
- Public Involvement and Participation
- MS4 Mapping and Documentation
- Illicit Discharge Detection and Elimination (IDDE)
- Controlling Run-Off from New Development, Redevelopment and Construction Sites
- Operations and Maintenance
- Source Control Program for Existing Development
- Total Maximum Daily Loads (TMDLs), if applicable to the jurisdiction

The City of Algona SWMP will be updated annually and submitted with the City’s Annual Report to Ecology. The City of Algona is posting this document on the City website so it can be reviewed by the public. Comments on the SWMP can be made by submitting comments in writing to City of Algona. Comments can be delivered or mailed to City of Algona, 200 Washington Blvd., Algona, WA 98001 ATTN: Russ Avery, Public Works Director. Email comments may be sent to: russa@algonawa.gov.

2.0 STORMWATER PROGRAM COORDINATION

The following section describes general requirements related to the Permit under Section S5.A of the Permit.

2.1 Permit Requirements

- Each permittee shall prepare written documentation of the Stormwater Management Program (SWMP), called the SWMP Plan. The plan shall be updated at least annually for submittal with the City’s annual reports to Ecology. The SWMP Plan shall be written to inform the public of the planned SWMP activities for the upcoming calendar year.

- The SWMP shall include an ongoing program for gathering, tracking, maintaining, and using information to evaluate SWMP development, implementation, and permit compliance and to set priorities.
 - Track the cost or estimated cost of development and implementation of each component of the SWMP.
- The SWMP shall include coordination mechanisms among departments within each jurisdiction to eliminate barriers to compliance with the Permit. A written description of internal coordination mechanisms shall be included in the Annual Report.

2.2 Planned Activities

Future activities planned to meet the Stormwater Program Coordination requirement of the permit are listed in Table 2-1.

Table 2-1

Planned Activities for Stormwater Program Coordination

Task ID	Task Description	Schedule
Overall Planning Related Events		
SPC-1	Hold monthly internal status meetings on NPDES Permit compliance with Public Works Staff and Engineering Consultant. Public works staff include the Public Works Director, Supervisor and maintenance personnel. The meetings will consist of assigning roles to staff/consultant for tasks to be completed over the next 3 months. These meetings will also be a check in for listing the monthly construction related inspections, plan reviews, O&M inspections, and spills. This meeting will also include discussing code barriers (i.e. LID policies, O&M related) and/or improvements that need to be made on an occasional basis. These meetings will be documented and will serve as a tracking method to ensure permit compliance. Costs associated with the program will be tracked in the City’s accounting software.	Ongoing, Monthly
SPC-2	Prepare SWMP Plan to discuss planned activities necessary to provide permit compliance for the upcoming year(s)	January, Annually
SPC-3	Prepare/Review list of internal coordination mechanisms describing how departments are inter-related in terms of meeting permit conditions (i.e.	February, Annually

Task ID	Task Description	Schedule
	planning department reviews development plans, police departments helps observe for IDDE, etc.)	
SPC-4	Staff or consultant to attend NPDES Permit Coordinators Forum Meetings and document attendance	Ongoing, Every other month
SPC-5	Staff or consultant to attend STORM Meetings and document attendance	Ongoing, Quarterly

3.0 STORMWATER PLANNING

The following section describes the Permit requirements related to Stormwater Planning and the planned activities the City intends to conduct to meet these requirements.

3.1 Permit Requirements

- Coordination with long-range plan updates.
 - Each Permittee shall describe how stormwater management needs and protection/improvement of receiving water health are (or are not) informing the planning update processes and influencing policies and implementation strategies in their jurisdiction. The report shall describe the water quality and watershed protection policies, strategies, codes, and other measures intended to protect and improve local receiving water health through planning, or taking into account stormwater management needs or limitations.
 - On or before March 31, 2021, the Permittee shall respond to the series of Stormwater Planning Annual Report questions to describe how anticipated stormwater impacts on water quality were addressed, if at all, during the 2013-2019 permit term in updates to the Comprehensive Plan (or equivalent) and in other locally initiated or state-mandated, long-range land use plans that are used to accommodate growth or transportation.
 - On or before January 1, 2023, the Permittee shall submit a report responding to the same questions included above, to describe how water quality is being addressed, if at all, during this permit term in updates to the Comprehensive Plan (or equivalent) and in other locally initiated or state-mandated, long-range land use plans that are used to accommodate growth or transportation.
- Low impact development code-related requirements.
 - Permittees shall continue to require LID Principles and LID BMPs when updating, revising, and developing new local development-related codes, rules, standards, or other enforceable documents, as needed.
 - Annually, each Permittee shall assess and document any newly identified administrative or regulatory barriers to implementation of LID Principles or LID BMPs since local codes were updated in accordance with the 2013

Permit, and the measures developed to address the barriers. If applicable, the report shall describe mechanisms adopted to encourage or require implementation of LID principles or LID BMPs.

- Stormwater Management Action Planning (SMAP).
 - Permittees shall conduct a similar process and consider the range of issues outlined in the *Stormwater Management Action Planning Guidance* (Ecology, 2019; Publication 19-10-010). Permittees may rely on another jurisdiction to meet all or part of SMAP requirements at a watershed-scale, provided a SMAP is completed for at least one priority catchment located within the Permittee's jurisdiction.
 - *Receiving Water Assessment*. Permittees shall document and assess existing information related to their local receiving waters and contributing area conditions to identify which receiving waters are most likely to benefit from stormwater management planning.
 - By March 31, 2022, Permittees shall submit a watershed inventory and include a brief description of the relative conditions of the receiving waters and the contributing areas. The watershed inventory shall be submitted as a table with each receiving water name, its total watershed area, the percent of the total watershed area that is in the Permittee's jurisdiction, and the findings of the stormwater management influence assessment for each basin. Indicate which receiving waters will be included in the S5.C.1.d.ii prioritization process. Include a map of the delineated basins with references to the watershed inventory table.
 - Identify which basins are expected to have a relatively low Stormwater Management Influence for SMAP. See the guidance document for definition and description of this assessment.
 - Basins having relatively low expected Stormwater Management Influence for SMAP do not need to be included in S5.C.1.d.ii-iii (Receiving Water Prioritization and the SMAP).
 - *Receiving Water Prioritization*. Informed by the assessment of receiving water conditions in (i), above, and other local and regional information, Permittees shall develop and implement a prioritization method and process to determine which receiving waters will receive the most benefit from implementation of stormwater facility retrofits, tailored implementation of SWMP actions, and other land/development management actions (different than the existing new and redevelopment requirements). The retrofits and actions shall be designed to: 1) conserve, protect, or restore receiving waters through stormwater and land management strategies that act as water quality management tools, 2) reduce pollutant loading, and 3) address hydrologic impacts from existing development as well as planned for and expected future buildout conditions.
 - No later than June 30, 2022, document the prioritized and ranked list of receiving waters.

- The Permittee shall document the priority ranking process used to identify high priority receiving waters. The Permittee may reference existing local watershed management plan(s) as source(s) of information or rationale for the prioritization.
- The ranking process shall include the identification of high priority catchment area(s) for focus of the Stormwater Management Action Plan (SMAP) in (iii), below.
- Stormwater Management Action Plan (SMAP).
 - No later than March 31, 2023, Permittees shall develop a SMAP for at least one high priority catchment area from the Receiving Water Prioritization, above, that identifies all of the following:
 - A description of the stormwater facility retrofits needed for the area, including the BMP types and preferred locations.
 - Land management/development strategies and/or actions identified for water quality management.
 - Targeted, enhanced, or customized implementation of stormwater management actions related to permit sections within S5, including:
 - IDDE field screening,
 - Prioritization of Source Control inspections,
 - O&M inspections or enhanced maintenance, or
 - Public Education and Outreach behavior change programs.

Identified actions shall support other specifically identified stormwater management strategies and actions for the basin overall, or for the catchment area in particular.

- If applicable, identification of changes needed to local long-range plans, to address SMAP priorities.
- A proposed implementation schedule and budget sources for:
 - Short-term actions (*i.e.*, actions to be accomplished within six years), and
 - Long-term actions (*i.e.*, actions to be accomplished within seven to 20 years).
- A process and schedule to provide future assessment and feedback to improve the planning process and implementation of procedures or projects.

3.2 Planned Activities

Future activities planned to meet the Stormwater Planning requirement of the permit are listed in Table 3-1.

Table 3-1

Planned Activities for Stormwater Planning

Task ID	Task Description	Schedule
Overall Planning Related Events		
SP-1	Hold monthly internal status meetings on NPDES Permit compliance with Public Works Staff and Engineering Consultant. Public works staff include the Public Works Director, Supervisor and maintenance personnel. The meetings will consist of assigning roles to staff/consultant for tasks to be completed over the next 3 months. These meetings will also be a check in for listing the monthly construction related inspections, plan reviews, O&M inspections, and spills. This meeting will also include discussing code barriers (i.e. LID policies, O&M related) and/or improvements that need to be made on an occasional basis.	Ongoing, Monthly
SP-2	Staff or consultant to attend NPDES Permit Coordinators Forum Meetings and document attendance	Ongoing, Every other month
SP-3	Staff or consultant to attend STORM Meetings and document attendance	Ongoing, Quarterly
LID Code-Related Requirements		
SP-LID-1	Continue to require LID principles/BMPs when updating codes. Review City code every 3 years to ensure LID language is implemented where appropriate (i.e. land use, stormwater management, critical areas sections, grading).	Beginning 2024, every 3 years
SP-LID-2	In a report, assess/document newly identified administrative or regulatory barriers to implementing LID (since 2013); List measures developed to address the barriers; Describe mechanisms adopted to encourage LID (if applicable)	Annually - By March 31 st

4.0 PUBLIC EDUCATION AND OUTREACH PROGRAM

The following section describes the Permit requirements related to Public Education and Outreach and the planned activities the City intends to conduct to meet these requirements.

4.1 Permit Requirements

The 2019 Permit (Section S5.C.2) requires the City to:

- Each Permittee shall implement an education and outreach program for the area served by the MS4. The program design shall be based on local water quality information and target audience characteristics to identify high priority target audiences, subject areas, and/or BMPs. Based on the target audience’s demographic, the Permittee shall consider delivering its selected messages in language(s) other than English, as appropriate to the target audience.
- **General awareness.** To build general awareness, Permittees shall annually select at a minimum one target audience and one subject area from what is listed below:
 - *Target audiences:* General public (including overburdened communities, or school age children) or businesses (including home-based, or mobile businesses). Subject areas:
 - General impacts of stormwater on surface waters, including impacts from impervious surfaces.
 - Low impact development (LID) principles and LID BMPs.
 - *Target audiences:* Engineers, contractors, developers, or land use planners. Subject areas:
 - Technical standards for stormwater site and erosion control plans.
 - LID principles and LID BMPs.
 - Stormwater treatment and flow control BMPs/facilities
 - Permittees shall provide subject area information to the target audience on an ongoing or strategic schedule.
- **Behavior change.** To affect behavior change, Permittees shall select, at a minimum, one target audience and one BMP.
 - *Target Audiences:* Residents, landscapers, property managers/owners, developers, school age children, or businesses (including home-based or mobile businesses).
 - *BMPs:*
 - Use and storage of: pesticides, fertilizers, and/or other household chemicals.

- Use and storage of: automotive chemicals, hazardous cleaning supplies, carwash soaps, and/or other hazardous materials.
 - Prevention of illicit discharges.
 - Yard care techniques protective of water quality.
 - Carpet cleaning.
 - Repair and maintenance BMPs for: vehicles, equipment, and/or home/buildings.
 - Pet waste management and disposal.
 - LID Principles and LID BMPs.
 - Stormwater facility maintenance, including LID facilities.
 - Dumpster and trash compactor maintenance.
 - Litter and debris prevention.
 - Sediment and erosion control.
 - (Audience specific) Source control BMPs (refer to S5.C.8).
 - (Audience specific) Locally-important, municipal stormwater-related subject area.
- No later than July 1, 2020, each Permittee shall conduct a new evaluation of the effectiveness of an ongoing behavior change campaign (required under S5.C.1.a.ii and S5.C.1.c of the 2013 Permit). Permittees shall document lessons learned and recommendations for which option to select from S5.C.2.a.ii.(c). Permittees that develop a strategy for a new audience and different BMP may forgo this evaluation if it will not add value to the overall behavior change program.
 - Based on the recommendation from the evaluation listed above, by February 1, 2021, each Permittee shall follow social marketing practices and methods, similar to community-based social marketing, and develop a campaign that is tailored to the community, including development of a program evaluation plan. Each Permittee shall:
 - Develop a strategy and schedule to more effectively implement the existing campaign; or
 - Develop a strategy and schedule to expand the existing campaign to a new target audience or BMPs; or
 - Develop a strategy and schedule for a new target audience and BMP behavior change campaign.
 - No later than April 1, 2021, begin to implement the strategy above.
 - No later than March 31, 2024, evaluate and report on:
 - The changes in understanding and adoption of targeted behaviors resulting from the implementation of the strategy; and

- Any planned or recommended changes to the campaign in order to be more effective; describe the strategies and process to achieve the results.
- Permittees shall use results of the evaluation to continue to direct effective methods and implementation of the ongoing behavior change program.
- Stewardship. Each Permittee shall provide and advertise stewardship opportunities and/or partner with existing organizations (including non-permittees) to encourage residents to participate in activities or events planned and organized within the community, such as: stream teams, storm drain marking, volunteer monitoring, riparian plantings, and education activities.

4.2 Planned Activities

Future activities planned to meet the Public Education and Outreach requirement of the permit are listed in Table 4-1.

Table 4-1

Planned Activities for Public Education and Outreach Program

Task ID	Task Description	Schedule
EDUC-1	Provide stewardship opportunities on City’s website (Conservation District Events, other storm related community events); Start catch basin stenciling program with school children / boy scout troops, etc. Document opportunities advertised.	May-June 2024
EDUC-2	Provide general stormwater education to the general public on City’s website (King County household hazardous waste site, link to video on typical household wastes); Future topics may include proper pet waste disposal, spill prevention, fertilizer use, wetlands and the impact these have on stormwater	Review/Revise each January
EDUC-3	Promote proper pet waste management behavior to the general public with pet waste stations at parks (document)	Check pet waste bags daily during park checks

EDUC-4	The City will choose the general public as the target audience and will provide education for general stormwater topics. Such topics may include pet waste, spill prevention/IDDE, fertilizer use, wetlands, car washing(Puget Sound Infographics). Topics will be advertised in the City’s monthly newsletter and on the City website. The City may also utilize its Facebook page to educate citizens on these topics and may expand the program to include showing education on the front page of the City’s website	Monthly
EDUC-11	<p>The City will work with the regional Dumpster Outreach Group whose purpose is to ensure dumpster lids are being closed so as to minimize the transmittance of pollutants downstream. The group will analyze the data collected on the lid closing status to determine the effectiveness of the campaign. The evaluation will include benefits of the program as well as recommended revisions.</p> <p>Once a year, the City will do follow-up inspections of the dumpsters to determine the effectiveness of the campaign. Staff will drive to the dumpster locations to observe 1) whether lid is closed and 2) condition of posters/stickers related to the campaign</p>	<p>Annually (Inspection of dumpsters)</p> <p>Final Assessment by March 31, 2024</p>

5.0 PUBLIC INVOLVEMENT AND PARTICIPATION PROGRAM

The following section describes the Permit requirements related to Public Involvement and Participation and the planned activities the City intends to conduct to meet these requirements.

5.1 Permit Requirements

The 2019 Permit (Section S5.C.3) requires the City to:

- Permittees shall create opportunities for the public, including overburdened communities, to participate in the decision-making processes involving the development, implementation and update of the Permittee’s SMAP and SWMP.

- Each Permittee shall post on their website their SWMP Plan and the annual report, required under S9.A, no later than May 31 each year. All other submittals shall be available to the public upon request.

5.2 Planned Activities

Future activities planned to meet the Public Involvement and Participation requirement of the permit are listed in Table 5-1.

Table 5-1

Planned Activities for Public Involvement and Participation

Task ID	Task Description	Schedule
PI-1	Hold public meeting on the Annual SWMP via the City Council; The topic is placed on the agenda which is advertised on the City’s website. There is then a public discussion period where the public can comment on the SWMP if they chose.	By February (each year)
PI-2	Post final SWMP and Annual Report to City Website	By April 30th (each year)
PI-3	Post final SWMP in City Hall.	By April 30 th (each year)
PI-4	Post public opportunities to get involved on City website (i.e. links to Sound Salmon Solutions, King County Conservation District, King County, Dept. of Ecology, etc.); Document opportunities advertised and provide with Annual Report.	Ongoing

6.0 MS4 MAPPING AND DOCUMENTATION

The following section describes the Permit requirements related to MS4 Mapping and Documentation and the planned activities the City intends to conduct to meet these requirements.

6.1 Permit Requirements

The 2019 Permit (Section S5.C.4) requires the City to:

- *Ongoing Mapping*: Each Permittee shall maintain mapping data for the features listed below:
 - Known MS4 outfalls and known MS4 discharge points.

- Receiving waters, other than groundwater.
 - Stormwater treatment and flow control BMPs/facilities owned or operated by the Permittee.
 - Geographic areas served by the Permittee's MS4 that do not discharge stormwater to surface waters.
 - Tributary conveyances to all known outfalls and discharge points with a 24-inch nominal diameter or larger, or an equivalent cross-sectional area for non-pipe systems. The following features or attributes (or both) shall be mapped:
 - Tributary conveyance type, material, and size where known.
 - Associated drainage areas.
 - Land use.
 - Connections between the MS4 owned or operated by the Permittee and other municipalities or public entities.
 - All connections to the MS4 authorized or allowed by the Permittee after February 16, 2007.
- *New Mapping*: Each Permittee shall:
 - No later than January 1, 2020, begin to collect size and material for all known MS4 outfalls during normal course of business (e.g. during field screening, inspection, or maintenance) and update records.
 - No later than August 1, 2023, complete mapping of all known connections from the MS4 to a privately owned stormwater system.
 - No later than August 1, 2021, the required format for mapping is electronic (e.g. Geographic Information System, CAD drawings, or other software that can map and store points, lines, polygons, and associated attributes), with fully described mapping standards.
 - To the extent consistent with national security laws and directives, each Permittee shall make available to Ecology, upon request, available maps depicting the information required above.
 - Upon request, and to the extent appropriate, Permittees shall provide mapping information to federally recognized Indian Tribes, municipalities, and other Permittees. This Permit does not preclude Permittees from recovering reasonable costs associated with fulfilling mapping information requests by federally recognized Indian Tribes, municipalities, and other Permittees.

6.2 Planned Activities

Future activities planned to meet the MS4 Mapping and Documentation requirement of the permit are listed in Table 6-1.

Table 6-1

Planned Activities for MS4 Mapping and Documentation

Task ID	Task Description	Schedule
MAP-1	Maintain stormwater basemap in electronic format	Ongoing, as development occurs
MAP-3	Complete mapping of all known connections from the MS4 to a privately owned storm system.	Ongoing, as development occurs

7.0 ILLICIT DISCHARGE DETECTION AND ELIMINATION

The following section describes the Permit requirements related to Illicit Discharge Detection and Elimination (IDDE) and the planned activities the City intends to conduct to meet these requirements.

7.1 Permit Requirements

The 2019 Permit (Section S5.C.5) requires the City to:

- The program shall include procedures for reporting and correcting or removing illicit connections, spills and other illicit discharges when they are suspected or identified. The program shall also include procedures for addressing pollutants entering the MS4 from an interconnected, adjoining MS4.

Illicit connections and illicit discharges must be identified through, but not limited to: field screening, inspections, complaints/reports, construction inspections, maintenance inspections, source control inspections, and/or monitoring information, as appropriate.

- Permittees shall inform public employees, businesses, and the general public of hazards associated with illicit discharges and improper disposal of waste.
- Each Permittee shall implement an ordinance or other regulatory mechanism to effectively prohibit non-stormwater, illicit discharges into the Permittee's MS4 to the maximum extent allowable under state and federal law.
 - Allowable Discharges: The regulatory mechanism does **not** need to prohibit the following categories of non-stormwater discharges:
 - Diverted stream flows
 - Rising groundwaters

- Uncontaminated groundwater infiltration (as defined at 40 CFR 35.2005(b)(20))
 - Uncontaminated pumped groundwater
 - Foundation drains
 - Air conditioning condensation
 - Irrigation water from agricultural sources that is commingled with urban stormwater
 - Springs
 - Uncontaminated water from crawl space pumps
 - Footing drains
 - Flows from riparian habitats and wetlands
 - Non-stormwater discharges authorized by another NPDES or state waste discharge permit
 - Discharges from emergency firefighting activities in accordance with S2 Authorized Discharges
- Conditionally Allowable Discharges: The regulatory mechanism may allow the following categories of non-stormwater discharges only if the stated conditions are met:
 - Discharges from potable water sources, including but not limited to water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water. Planned discharges shall be dechlorinated to a total residual chlorine concentration of 0.1 ppm or less, pH-adjusted, if necessary, and volumetrically and velocity controlled to prevent re-suspension of sediments in the MS4.
 - Discharges from lawn watering and other irrigation runoff. These discharges shall be minimized through, at a minimum, public education activities and water conservation efforts.
 - Dechlorinated swimming pool, spa and hot tub discharges. The discharges shall be dechlorinated to a total residual chlorine concentration of 0.1 ppm or less, pH-adjusted and reoxygenized if necessary, volumetrically and velocity controlled to prevent re-suspension of sediments in the MS4. Discharges shall be thermally controlled to prevent an increase in temperature of the receiving water. Swimming pool cleaning wastewater and filter backwash shall not be discharged to the MS4.
 - Street and sidewalk wash water, water used to control dust, and routine external building washdown that does not use detergents. The Permittee shall reduce these discharges through, at a minimum, public education activities and/or water conservation efforts. To avoid washing pollutants into the MS4, Permittees shall minimize the amount of street wash and dust control water used.

- Other non-stormwater discharges. The discharges shall be in compliance with the requirements of a pollution prevention plan reviewed by the Permittee, which addresses control of such discharges.
- The Permittee shall further address any category of discharges above if the discharges are identified as significant sources of pollutants to waters of the State.
- The ordinance or other regulatory mechanism shall include escalating enforcement procedures and actions.
- Each Permittee shall implement an ongoing program designed to detect and identify non-stormwater discharges and illicit connections into the Permittee's MS4. The program shall include the following components:
 - Procedures for conducting investigations of the Permittee's MS4, including field screening and methods for identifying potential sources. These procedures may also include source control inspections.

The Permittee shall implement a field screening methodology appropriate to the characteristics of the MS4 and water quality concerns. Screening for illicit connections may be conducted using *Illicit Connection and Illicit Discharge Field Screening and Source Tracing Guidance Manual* (Herrera Environmental Consultants, Inc.; May 2013), or another methodology of comparable or improved effectiveness. The Permittee shall document the field screening methodology in the Annual Report.

- All Permittees shall complete field screening for an average of 12% of the MS4 each year. Permittees shall annually track total percentage of the MS4 screened beginning August 1, 2019.
- A publicly listed and publicized hotline or other telephone number for public reporting of spills and other illicit discharges.
- An ongoing training program for all municipal field staff, who, as part of their normal job responsibilities, might come into contact with or otherwise observe an illicit discharge and/or illicit connection to the MS4, on the identification of an illicit discharge and/or connection, and on the proper procedures for reporting and responding to the illicit discharge and/or connection. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements, or staffing. Permittees shall document and maintain records of the trainings provided and the staff trained.

- Each Permittee shall implement an ongoing program designed to address illicit discharges, including spills and illicit connections, into the Permittee's MS4. The program shall include:
 - Procedures for characterizing the nature of, and potential public or environmental threat posed by, any illicit discharges found by or reported to the Permittee. Procedures shall address the evaluation of whether the discharge must be immediately contained and steps to be taken for containment of the discharge.
 - Procedures for tracing the source of an illicit discharge; including visual inspections, and when necessary, opening manholes, using mobile cameras, collecting and analyzing water samples, and/or other detailed inspection procedures.
 - Procedures for eliminating the discharge, including notification of appropriate authorities (including owners or operators of interconnected MS4s); notification of the property owner; technical assistance; follow-up inspections; and use of the compliance strategy developed pursuant to S5.C.5.c.iv, including escalating enforcement and legal actions if the discharge is not eliminated.
 - Compliance with the provisions in (i), (ii), and (iii), above, shall be achieved by meeting the following timelines:
 - Immediately respond to all illicit discharges, including spills, which are determined to constitute a threat to human health, welfare, or the environment, consistent with General Condition G3.
 - Investigate (or refer to the appropriate agency with the authority to act) within 7 days, on average, any complaints, reports, or monitoring information that indicates a potential illicit discharge.
 - Initiate an investigation within 21 days of any report or discovery of a suspected illicit connection to determine the source of the connection, the nature and volume of discharge through the connection, and the party responsible for the connection.
 - Upon confirmation of an illicit connection, use the compliance strategy in a documented effort to eliminate the illicit connection within 6 months. All known illicit connections to the MS4 shall be eliminated.
- Permittees shall train staff who are responsible for identification, investigation, termination, cleanup, and reporting of illicit discharges, including spills, and illicit connections, to conduct these activities. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements or staffing.

Permittees shall document and maintain records of the training provided and the staff trained.

- Recordkeeping: Each Permittee shall track and maintain records of the activities conducted to meet the requirements of this Section. In the Annual Report, each Permittee shall submit data for the illicit discharges, spills and illicit connections including those that were found by, reported to, or investigated by the Permittee during the previous calendar year. The data shall include the information specified in Appendix 12 and WQWebIDDE. Each Permittee may either use their own system or WQWebIDDE for recording this data. Final submittals shall follow the instructions, timelines, and format as described in Appendix 12.

7.2 Planned Activities

Future activities planned to meet the Illicit Discharge and Detection and Elimination requirement of the permit are listed in Table 7-1.

Table 7-1
Planned Activities for Illicit Discharge Detection and Elimination

Task ID	Task Description	Schedule
IDDE-1	Maintain IDDE program for reporting, correcting and/or removing illicit connections or spills. Document issues identified through field screening, inspections, complaints/reports, construction inspections, maintenance inspections, source control inspections and/or monitoring. Maintain documented procedures for addressing illicit discharges/connections.	Ongoing
IDDE-2	For spills: <ul style="list-style-type: none"> Per Section G3, provide notice to Ecology and other spill response authorities within 24 hours of knowledge of a discharge/spill that is <u>a threat to human health, welfare or the environment</u>. Per Section S4.F.1., within 30 days, write a letter to Ecology of the incident, identifying the water quality violation. Document <u>any</u> spill/discharge or illicit connection to Ecology's online WQWebIDDE. 	As needed
IDDE-3	Provide general public with information related to IDDE including hotline on City website. List actions in Annual Report.	Ongoing
IDDE-4	Implement/Review ordinance to prohibit illicit discharges including escalating enforcement actions.	Ongoing
IDDE-5	Continue to use the <i>Illicit Connection and Illicit Discharge Field Screening and Source Tracing Guidance Manual</i> for field screening. Cite this source in Annual Report.	Ongoing
IDDE-6	Field Screen average of 12% of system for IDDE each year (Maintain records of which areas have been field screened and date inspected). This is typically done through cb inspections.	12% of total system (annually)
IDDE-7	Maintain hotline for reporting spills/illicit discharges; Document all calls and within the Annual Report, note how the hotline was advertised.	Ongoing
IDDE-8	Renew IDDE training for field staff and public employees; IDDE training may be done by an outside class, educational videos, or by qualified City personnel. The IDDE training shall include a summary of the City's IDDE reference manual (latest <i>IC-ID Field Screening and Source Tracing Guidance Manual</i>) including discussions on field screening techniques, indicators, source tracing methodologies and appropriate contact personnel. Track each training session with names of employees, their positions, and date.	November 2024
IDDE-9	Include WQWebIDDE report with Annual Report	March 31 st , annually

8.0 CONTROLLING RUNOFF FROM NEW DEVELOPMENT, REDEVELOPMENT, AND CONSTRUCTION SITES

The following section describes the Permit requirements related to controlling runoff from new development, redevelopment and construction sites. It also describes the planned activities the City intends to conduct to meet these requirements.

8.1 Permit Requirements

The 2019 Permit (Section S5.C.6) requires the City to:

- Implement an ordinance or other enforceable mechanism that addresses runoff from new development, redevelopment, and construction site projects.
- Each Permittee shall adopt and make effective a local program, no later than June 30, 2022, that meets the requirements of S5.C.6.b(i) through (iii), below, and shall apply to all applications submitted:
 - On or after July 1, 2022.
 - Prior to January 1, 2017, that have not started construction by January 1, 2022.
 - Prior to July 1, 2022, that have not started construction by July 1, 2027.
- The ordinance or other enforceable mechanism shall include, at a minimum:
 - The Minimum Requirements, thresholds, and definitions in Appendix 1, or the 2013 Appendix 1 amended to include the changes identified in Appendix 10, or Phase I program approved by Ecology and amended to include Appendix 10, for new development, redevelopment, and construction sites. Adjustment and variance criteria equivalent to those in Appendix 1 shall be included. More stringent requirements may be used, and/or certain requirements may be tailored to local circumstances through the use of Ecology-approved basin plans or other similar water quality and quantity planning efforts. Such local requirements and thresholds shall provide equal protection of receiving waters and equal levels of pollutant control to those provided in Appendix 1.
 - The local requirements shall include the following requirements, limitations, and criteria that, when used to implement the minimum requirements in Appendix 1 (or program approved by Ecology under the 2019 Phase I Permit) will protect water quality, reduce the discharge of

pollutants to the MEP, and satisfy the State requirement under Chapter 90.48 RCW to apply AKART prior to discharge:

- Site planning requirements
- BMP selection criteria
- BMP design criteria
- BMP infeasibility criteria
- LID competing needs criteria
- BMP limitations

Permittees shall document how the criteria and requirements will protect water quality, reduce the discharge of pollutants to the MEP, and satisfy State AKART requirements.

Permittees who choose to use the requirements, limitations, and criteria, above, in the *Stormwater Management Manual for Western Washington*, or a Phase I program approved by Ecology, may cite this choice as their sole documentation to meet this requirement.

- The legal authority, through the approval process for new development and redevelopment, to inspect and enforce maintenance standards for private stormwater facilities approved under the provisions of this Section that discharge to the Permittee's MS4.
- The program shall include a permitting process with site plan review, inspection and enforcement capability to meet the standards listed in (i) through (iv) below, for both private and public projects, using qualified personnel (as defined in *Definitions and Acronyms*). At a minimum, this program shall be applied to all sites that meet the minimum thresholds adopted pursuant to what is listed above.
 - Review of all stormwater site plans for proposed development activities.
 -
 - Inspect, prior to clearing and construction, all permitted development sites that have a high potential for sediment transport as determined through plan review based on definitions and requirements in Appendix 7 – *Determining Construction Site Sediment Damage Potential*. As an alternative to evaluating each site according to Appendix 7, Permittees may choose to inspect all construction sites that meet the minimum thresholds adopted pursuant to S5.C.6.b.i, above.
 - Inspect all permitted development sites during construction to verify proper installation and maintenance of required erosion and sediment controls. Enforce as necessary based on the inspection.
 - Each Permittee shall manage maintenance activities to inspect all stormwater treatment and flow control BMPs/facilities, and catch basins, in new residential developments every six months, until 90% of the lots

are constructed (or when construction has stopped and the site is fully stabilized), to identify maintenance needs and enforce compliance with maintenance standards as needed.

- Inspect all permitted development sites upon completion of construction and prior to final approval or occupancy to ensure proper installation of permanent stormwater facilities. Verify that a maintenance plan is completed and responsibility for maintenance is assigned for stormwater treatment and flow control BMPs/facilities. Enforce as necessary based on the inspection.
- Compliance with the inspection requirements in (ii) through (v), above, shall be determined by the presence and records of an established inspection program designed to inspect all sites. Compliance during this permit term shall be determined by achieving at least 80% of required inspections. The inspections may be combined with other inspections provided they are performed using qualified personnel.
- The program shall include a procedure for keeping records of inspections and enforcement actions by staff, including inspection reports, warning letters, notices of violations, and other enforcement records. Records of maintenance inspections and maintenance activities shall be maintained.
- An enforcement strategy shall be implemented to respond to issues of non-compliance.
- The program shall make available, as applicable, the link to the electronic *Construction Stormwater General Permit* Notice of Intent (NOI) form for construction activity and, as applicable, a link to the electronic *Industrial Stormwater General Permit* NOI form for industrial activity to representatives of proposed new development and redevelopment. Permittees shall continue to enforce local ordinances controlling runoff from sites that are also covered by stormwater permits issued by Ecology.
- Each Permittee shall ensure that all staff whose primary job duties are implementing the program to control stormwater runoff from new development, redevelopment, and construction sites, including permitting, plan review, construction site inspections, and enforcement, are trained to conduct these activities. Follow-up training must be provided as needed to address changes in procedures, techniques or staffing. Permittees shall document and maintain records of the training provided and the staff trained.

8.2 Planned Activities

Future activities planned to meet the Control Runoff from New Development, Redevelopment and Construction Sites requirement of the permit are listed in Table 8-1.

Table 8-1**Planned Activities for Controlling Runoff from New Development, Redevelopment and Construction Sites**

Task ID	Task Description	Schedule
CTRL-1	Maintain ordinance that addresses runoff from new development, redevelopment and construction site projects including the adoption of Appendix 1 of the Permit (which includes adoption of the Stormwater Management Manual for Western Washington); Cite code reference in Annual Report	Ongoing
CTRL-2	Maintain ordinance ensuring that maintenance standards for private stormwater facilities are necessary and should be documented and reviewed during the plan review process	Ongoing
CTRL-3	Review site plans for compliance with City Code (Keep track of number of site plans reviewed)	Ongoing
CTRL-4	Inspect construction sites prior to and during construction for erosion control (Maintain inspection records; see CTRL-6).	Ongoing
CTRL-5	Provide post construction inspections prior to approval for compliance with City Code and to verify a maintenance plan is in place. (Maintain inspection records; see CTRL-6).	Ongoing
CTRL-6	Maintain records of inspections (Include name of inspector, date, findings, warning letters, notices of violations, enforcement actions).	Ongoing (Need to complete 80% of scheduled inspections)
CTRL-7	Make available (via website and developer checklist) the electronic links to Ecology's Construction Stormwater General Permit Notice of Intent and the Industrial Stormwater General Permit Notice of Intent to developers.	Ongoing
CTRL-8	Train staff in the site plan review process, inspections, and enforcement. Training shall include specifics on how to apply the latest Department of Ecology <i>Stormwater Management Manual for Western</i>	Ongoing/New Hires

Task ID	Task Description	Schedule
	Washington as well as appropriate communication methods needed with developers. Onsite inspections and enforcement shall be provided by qualified City personnel and/or appropriate Certified Erosion and Sediment Control Lead (CESCL) classes. Maintain records of this training and names of staff trained.	

9.0 OPERATIONS AND MAINTENANCE

The following section describes the Permit requirements related to the City's stormwater operation and maintenance practices. It also describes the planned activities the City intends to conduct to meet these requirements.

9.1 Permit Requirements

The 2019 Permit (Section S5.C.7) requires the City to:

- Each Permittee shall implement maintenance standards that are as protective, or more protective, of facility function than those specified in the *Stormwater Management Manual for Western Washington* or a Phase I program approved by Ecology. For facilities which do not have maintenance standards, the Permittee shall develop a maintenance standard. No later than June 30, 2022, Permittees shall update their maintenance standards as necessary to meet the requirements of this Section.
 - The purpose of the maintenance standard is to determine if maintenance is required. The maintenance standard is not a measure of the facility's required condition at all times between inspections. Exceeding the maintenance standard between inspections and/or maintenance is not a permit violation.
 - Unless there are circumstances beyond the Permittee's control, when an inspection identifies an exceedance of the maintenance standard, maintenance shall be performed:
 - Within 1 year for typical maintenance of facilities, except catch basins.
 - Within 6 months for catch basins.
 - Within 2 years for maintenance that requires capital construction of less than \$25,000.

Circumstances beyond the Permittee's control include denial or delay of access by property owners, denial or delay of necessary permit approvals, and unexpected reallocations of maintenance staff to perform emergency work. For each exceedance of the required timeframe, the Permittee shall document the circumstances and how they were beyond their control.
- Maintenance of stormwater facilities regulated by the Permittee
 - The program shall include provisions to verify adequate long-term O&M of stormwater treatment and flow control BMPs/facilities that are permitted and constructed pursuant to S.5.C.6.c and shall be maintained in accordance with S5.C.7.a.

The provisions shall include:

- Implementation of an ordinance or other enforceable mechanism that:
 - Clearly identifies the party responsible for maintenance in accordance with maintenance standards established under S5.C.7.a.
 - Requires inspection of facilities in accordance with the requirements in (b), below.
 - Establishes enforcement procedures.
- Annual inspections of all stormwater treatment and flow control BMPs/facilities that discharge to the MS4 and were permitted by the Permittee according to S5.C.6.c, including those permitted in accordance with requirements adopted pursuant to the 2007-2019 Ecology municipal stormwater permits, unless there are maintenance records to justify a different frequency.

Permittees may reduce the inspection frequency based on maintenance records of double the length of time of the proposed inspection frequency. In the absence of maintenance records, the Permittee may substitute written statements to document a specific less frequent inspection schedule. Written statements shall be based on actual inspection and maintenance experience and shall be certified in accordance with G19 – *Certification and Signature*.

- Compliance with the inspection requirements in (b), above, shall be determined by the presence and records of an established inspection program designed to inspect all facilities, and achieving at least 80% of required inspections.
- The program shall include a procedure for keeping records of inspections and enforcement actions by staff, including inspection reports, warning letters, notices of violations, and other enforcement records. Records of maintenance inspections and maintenance activities shall be maintained.
- Maintenance of stormwater facilities owned or operated by the Permittee.
 - Each Permittee shall implement a program to annually inspect all municipally owned or operated stormwater treatment and flow control BMPs/facilities, and taking appropriate maintenance actions in accordance with the adopted maintenance standards.

Permittees may reduce the inspection frequency based on maintenance records of double the length of time of the proposed inspection frequency. In the absence of maintenance records, the Permittee may substitute written statements to document a specific less frequent inspection

schedule. Written statements shall be based on actual inspection and maintenance experience and shall be certified in accordance with G19 – *Certification and Signature*.

- Each Permittee shall spot check potentially damaged stormwater treatment and flow control BMPs/facilities after major storm events (24 hour storm event with a 10 year or greater recurrence interval). If spot checks indicate widespread damage/maintenance needs, inspect all stormwater treatment and flow control BMPs/facilities that may be affected. Conduct repairs or take appropriate maintenance action in accordance with maintenance standards established above, based on the results of the inspections.
- Each Permittee shall inspect all catch basins and inlets owned or operated by the Permittee every two years. Clean catch basins if the inspection indicates cleaning is needed to comply with maintenance standards established in the *Stormwater Management Manual for Western Washington*. Decant water shall be disposed of in accordance with Appendix 6 – *Street Waste Disposal*.

The following alternatives to the standard approach of inspecting all catch basins every two years may be applied to all or portions of the system:

- The catch basin inspection schedule of every two years may be changed as appropriate to meet the maintenance standards based on maintenance records of double the length of time of the proposed inspection frequency. In the absence of maintenance records for catch basins, the Permittee may substitute written statements to document a specific, less frequent inspection schedule. Written statements shall be based on actual inspection and maintenance experiences and shall be certified in accordance with G19 – *Certification and Signature*.
- Inspections every two years may be conducted on a basis whereby 25% of catch basins and inlets within each circuit are inspected to identify maintenance needs. Include an inspection of the catch basin immediately upstream of any MS4 outfall, discharge point, or connections to public or private storm systems, if applicable. Clean all catch basins within a given circuit for which the inspection indicates cleaning is needed to comply with maintenance standards established under S5.C.7.a, above.
- The Permittee may clean all pipes, ditches, and catch basins and inlets within a circuit once during the permit term. Circuits selected for this alternative must drain to a single point.

- Compliance with the inspection requirements in S5.C.7.c.i-iii, above, shall be determined by the presence of an established inspection program achieving at least 95% of required inspections.
- Implement practices, policies, and procedures to reduce stormwater impacts associated with runoff from all lands owned or maintained by the Permittee, and road maintenance activities under the functional control of the Permittee. No later than December 31, 2022, document the practices, policies, and procedures. Lands owned or maintained by the Permittee include, but are not limited to: streets, parking lots, roads, highways, buildings, parks, open space, road right-of-ways, maintenance yards, and stormwater treatment and flow control BMPs/facilities.

The following activities shall be addressed:

- Pipe cleaning
- Cleaning of culverts that convey stormwater in ditch systems
- Ditch maintenance
- Street cleaning
- Road repair and resurfacing, including pavement grinding
- Snow and ice control
- Utility installation
- Pavement striping maintenance
- Maintaining roadside areas, including vegetation management
- Dust control
- Application of fertilizers, pesticides, and herbicides according to the instructions for their use, including reducing nutrients and pesticides using alternatives that minimize environmental impacts
- Sediment and erosion control
- Landscape maintenance and vegetation disposal
- Trash and pet waste management
- Building exterior cleaning and maintenance
- Implement an ongoing training program for employees of the Permittee whose primary construction, operations, or maintenance job functions may impact stormwater quality. The training program shall address the importance of protecting water quality, operation and maintenance standards, inspection procedures, relevant SWPPPs, selecting appropriate BMPs, ways to perform their job activities to prevent or minimize impacts to water quality, and procedures for reporting water quality concerns. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements, or staffing. Permittees shall document and maintain records of training provided. The staff training records to be kept include dates, activities or course descriptions, and names and positions of staff in attendance.
- Implement a Stormwater Pollution Prevention Plan (SWPPP) for all heavy equipment maintenance or storage yards, and material storage facilities owned or

operated by the Permittee in areas subject to this Permit that are not required to have coverage under the *Industrial Stormwater General Permit* or another NPDES permit that authorizes stormwater discharges associated with the activity. As necessary, update SWPPPs no later than December 31, 2022, to include the following information. At a minimum, the SWPPP shall include:

- A detailed description of the operational and structural BMPs in use at the facility and a schedule for implementation of additional BMPs when needed. BMPs selected must be consistent with the *Stormwater Management Manual for Western Washington*, or a Phase I program approved by Ecology. The SWPPP must be updated as needed to maintain relevancy with the facility.
 - At minimum, annual inspections of the facility, including visual observations of discharges, to evaluate the effectiveness of the BMPs, identify maintenance needs, and determine if additional or different BMPs are needed. The results of these inspections must be documented in an inspection report or check list.
 - An inventory of the materials and equipment stored on-site, and the activities conducted at the facility which may be exposed to precipitation or runoff and could result in stormwater pollution.
 - A site map showing the facility’s stormwater drainage, discharge points, and areas of potential pollutant exposure.
 - A plan for preventing and responding to spills at the facility which could result in an illicit discharge.
- Maintain records of the activities conducted to meet the requirements of this Section.

9.2 Planned Activities

Future activities planned to meet the Municipal Operations and Maintenance requirement of the permit are listed in Table 9-1.

Table 9-1

Planned Activities for Municipal Operations and Maintenance

Task ID	Task Description	Schedule
O&M-1	Maintain records of inspections and maintenance activities. List number of stormwater treatment and flow control facilities that 1) are located in the City,	Ongoing

Task ID	Task Description	Schedule
	2) were inspected and 3) were maintained in Annual Report.	
O&M-2	<p>Provide annual inspections of all public stormwater treatment and flow control BMPs/facilities.</p> <ul style="list-style-type: none"> ▪ Maintain inspection records; see O&M-1. ▪ Document if a reduced inspection frequency is used. ▪ If inspection reveals that a maintenance standard is not being maintained, need to perform maintenance: <ul style="list-style-type: none"> ○ within 1 year (all facilities except public catch basins) ○ within 6 months (public catch basins) or ○ within 2 years (maintenance that requires capital construction of less than \$25,000). ▪ Document when/if maintenance standard could not be met on time and attach to Annual Report. 	Ongoing
O&M-3	<p>Provide annual inspections of all private stormwater treatment and flow control BMPs/facilities.</p> <p>Document results/enforcements and provide follow-up inspections as needed. Any maintenance activity shall be recorded.</p>	Ongoing
O&M-4 / CTRL-2	Maintain ordinance identifying responsible party for maintaining private flow control and water quality facilities and that allows inspection and enforcement of maintenance standards of these facilities	Ongoing
O&M-5	Spot check treatment and flow control facilities/BMPs and repair if necessary.	After 24-hour/10-year storms (Ongoing)
O&M-6	<p>Train staff in O&M operations (reference City's <i>Water Quality BMP Practices O&M for Publicly Owned Property</i>), inspection procedures, reporting water quality concerns, SWPPPs, and on efforts to reduce pollutants to runoff. Maintain records of this training, names/positions of staff trained and dates training was held. Resources for training classes may be found at:</p> <ul style="list-style-type: none"> • https://www.wastormwatercenter.org/permit-assistance/municipal/municipal-events/ • https://www.wastormwatercenter.org/permit-assistance/municipal/permit-assistance-2/ic-id/ 	Ongoing/New Hires

Task ID	Task Description	Schedule
	https://ecoss.org/projects/municipal-stormwater/	
O&M-7	Inspect catch basins and inlets; If catch basins are to be inspected in Jan – Aug 2024, prioritize the Mill Creek basin to meet intent of SMAP. The total number of cbs, how many inspected and how many cleaned will be documented in the City's NPDESPro software and noted within the Annual Report.	Typically inspect 50% annually <i>(all cbs to be inspected every 2 years);</i>

10.0 SOURCE CONTROL PROGRAM FOR EXISTING DEVELOPMENT

The following section describes the Permit requirements related to the Source Control Program for Existing Development and the planned activities the City intends to conduct to meet these requirements.

10.1 Permit Requirements

The 2019 Permit (Section S5.C.8) requires the City to:

- The Permittee shall implement a program to prevent and reduce pollutants in runoff from areas that discharge to the MS4. The program shall include:
 - Application of operational source control BMPs, and if necessary, structural source control BMPs or treatment BMPs/facilities, or both, to pollution generating sources associated with existing land uses and activities.
 - Inspections of pollutant generating sources at publicly and privately owned institutional, commercial and industrial sites to enforce implementation of required BMPs to control pollution discharging into the MS4.
 - Application and enforcement of local ordinances at sites, identified pursuant to S5.C.8.b.ii, including sites with discharges authorized by a separate NPDES permit.
 - Permittees that are in compliance with the terms of this Permit will not be held liable by Ecology for water quality standard violations or receiving water impacts caused by industries and other Permittees covered, or which should be covered under an NPDES permit issued by Ecology.
 - Practices to reduce polluted runoff from the application of pesticides, herbicides, and fertilizers from the sites identified in the inventory.

- **Minimum performance measures:**

- No later than August 1, 2022, Permittees shall adopt and make effective an ordinance(s), or other enforceable documents, requiring the application of source control BMPs for pollutant generating sources associated with existing land uses and activities (see Appendix 8 to identify pollutant generating sources).

The requirements of this subsection are met by using the source control BMPs in the SWMMWW, or a Phase I Program approved by Ecology. In cases where the manual(s) lack guidance for a specific source of pollutants, the Permittee shall work with the owner/operator to implement or adapt BMPs based on the best professional judgement of the Permittee.

Applicable operational source control BMPs shall be required for all pollutant generating sources. Structural source control BMPs, or treatment BMPs/facilities, or both, shall be required for pollutant generating sources if operational source control BMPs do not prevent illicit discharges or violations of surface water, groundwater, or sediment management standards because of inadequate stormwater controls. Implementation of source control requirements may be done through education and technical assistance programs, provided that formal enforcement authority is available to the Permittee and is used as determined necessary by the Permittee, in accordance with S5.C.8.b.iv, below.

- No later than August 1, 2022, the Permittees shall establish an inventory that identifies publicly and privately owned institutional, commercial, and industrial sites which have the potential to generate pollutants to the MS4. The inventory shall include:
 - Businesses and/or sites identified based on the presence of activities that are pollutant generating (refer to Appendix 8).
 - Other pollutant generating sources, based on complaint response, such as: home-based businesses and multi-family sites.
- No later than January 1, 2023, Permittees shall implement an inspection program for sites identified pursuant to S5.C.8.b.ii, above.
 - All identified sites with a business address shall be provided information about activities that may generate pollutants and the source control requirements applicable to those activities. This information shall be provided by mail, telephone, electronic communications, or in person. This information may be provided all at one time or spread out over the permit term to allow for tailoring and distribution of the information during site inspections.

- The Permittee shall annually complete the number of inspections equal to 20% of the businesses and/or sites listed in their source control inventory to assess BMP effectiveness and compliance with source control requirements. The Permittee may count follow-up compliance inspections at the same site toward the 20% inspection rate. The Permittee may select which sites to inspect each year and is not required to inspect 100% of sites over a 5-year period. Sites may be prioritized for inspection based on their land use category, potential for pollution generation, proximity to receiving waters, or to address an identified pollution problem within a specific geographic area or sub-basin.
 - Each Permittee shall inspect 100% of sites identified through credible complaints.
 - Permittees may count inspections conducted based on complaints, or when the property owner denies entry, to the 20% inspection rate.
- No later than January 1, 2023, each Permittee shall implement a progressive enforcement policy that requires sites to comply with stormwater requirements within a reasonable time period as specified below:
- If the Permittee determines, through inspections or otherwise, that a site has failed to adequately implement required BMPs, the Permittee shall take appropriate follow-up action(s), which may include phone calls, reminder letters, emails, or follow-up inspections.
 - When a Permittee determines that a site has failed to adequately implement BMPs after a follow-up inspection(s), the Permittee shall take enforcement action as established through authority in its municipal codes or ordinances, or through the judicial system.
 - Each Permittee shall maintain records, including documentation of each site visit, inspection reports, warning letters, notices of violations, and other enforcement records, demonstrating an effort to bring sites into compliance. Each Permittee shall also maintain records of sites that are not inspected because the property owner denies entry.
 - A Permittee may refer non-emergency violations of local ordinances to Ecology, provided, the Permittee also makes a documented effort of progressive enforcement. At a minimum, a

Permittee’s enforcement effort shall include documentation of inspections and warning letters or notices of violation.

- Permittees shall train staff who are responsible for implementing the source control program to conduct these activities. The ongoing training program shall cover the legal authority for source control, source control BMPs and their proper application, inspection protocols, lessons learned, typical cases, and enforcement procedures. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements, or staff. Permittees shall document and maintain records of the training provided and the staff trained.

10.2 Planned Activities

Future activities planned to meet the Source Control Program requirement of the permit are listed in Table 10-1.

Table 10-1

Planned Activities for Business Source Control Inspection

Task ID	Task Description	Schedule
BUS-3	Implement business source control inspection program including education (via mail/phone/in-person) about source control BMPs. Document all inspections (including follow-ups) with business category, number of times inspected and if enforcement actions were taken in a single list. Include this list with the Annual Report. Also, document records of sites where the owner denies entry.	Annually inspect 20% of inventory (<i>follow-up inspections, complaints and denied entries can count toward the 20%</i>)
BUS-4	Inspect all complaint-based businesses for pollution generating sources and installed BMPs	Ongoing
BUS-6	Train staff on conducting business source control inspections including inspection protocols, lessons learned, and enforcement procedures.	Ongoing/New Hires

11.0 MONITORING

The following section describes the Permit requirements related to monitoring. It also describes the planned activities the City intends to conduct to meet these requirements.

11.1 Permit Requirements

The 2019 Permit (Section S8) requires the City to:

- Describe any monitoring related studies conducted throughout the year in the Annual Report.
- Reporting involved with the Regional Stormwater Management Program is not necessary as part of the Annual Report. The regional program includes status and trends monitoring, stormwater management program effectiveness studies, and source identification/diagnostic monitoring.

11.2 Planned Activities

Future activities planned to meet the monitoring requirement of the permit are listed in Table 11-1.

Table 11-1
Planned Activities for Monitoring Requirements

Task ID	Task Description	Schedule
MON-1	Opt into Regional Stormwater Management Program by paying the following fee categories: <ul style="list-style-type: none">• Status and Trends Monitoring• Stormwater Program Effectiveness• Source Identification and Diagnostic Monitoring	Aug. 15 th , each year

12.0 REPORTING REQUIREMENTS

The following section describes the Permit requirements related to reporting. It also describes the planned activities the City intends to conduct to meet these requirements.

12.1 Permit Requirements

The 2019 Permit (Section S9) requires the City to:

- Submit an Annual Report by March 31st of each year. The report will include:
 - Copy of the current SWMP
 - Annual Report Form (per Ecology)
 - Attachments (summaries, descriptions, reports, etc.)
 - Certification and signature
 - Notice if the City is relying on another entity to assist with permit requirements
 - Notification of any annexations, incorporations or jurisdictional boundary changes
- Keep all records related to the permit and the SWMP for at least five years.
- All records related to the permit shall be available to the public at reasonable times during business hours.

12.2 Planned Activities

Future activities planned to meet the monitoring requirement of the permit are listed in Table 12-1.

Table 12-1

Planned Activities for Reporting Requirements

Task ID	Task Description	Schedule
REP-1	Submit Annual Report	March 31 st , each year
REP-2	Attach letters notifying Ecology of relying on another entity to satisfy one or more permit obligations.	March 31 st , each year

13.0 COMPLIANCE WITH UNDERGROUND INJECTION CONTROL (UIC) WELL PROGRAM REQUIRMENTS

The UIC Program rule, chapter 173-218 WAC, is the regulatory authority for underground injection control wells in Washington. This section describes the requirements of the UIC well program.

13.1 UIC Program Requirements

To use the presumptive approach to meet UIC program rule authorization for municipal Class V UIC wells, jurisdictions have the option of applying the Stormwater Management Program (SWMP) that complies with their MS4 Permit to the areas served by their municipal UIC wells.

The requirements include:

- Register all UIC wells, existing (in use before February 3, 2006) and new, with Ecology.
- Complete well assessment for all existing wells in use prior to February 3, 2006.
- Site, design, construct, operate, and maintain new UIC wells according to the specifications throughout the 2019 Stormwater Management Manual for Western Washington (SWMMWW) Section I-4 Underground Injection Wells
- Fulfill source control and O&M requirements for both new and existing UIC wells by:
 - O&M according to the specifications of SWMMWW Section I-4.
 - Source control activities (including targeted education and outreach) that are well-suited for land uses associated with the UIC wells and to the specifications in the SWMMWW.
 - Provide illicit discharge detection and elimination (IDDE) programs in areas served by the UIC wells to prevent pet waste and control other sources of pathogens.

13.2 Current Activities

The City of Algona currently has no municipal Class V UIC wells. If constructed, they will meet the requirements of the UIC Program by applying the SWMP to the entire MS4, including areas served by UIC facilities.

Table 13-1

Planned Activities for UIC Well Reporting Requirements

Task ID	Task Description	Schedule
UIC-1	For new UIC wells, registration forms are submitted 60 days prior to construction to allow for a full review of the application by Ecology and the City. All UIC wells will comply with the siting design, and treatment requirements through either the presumptive approach or the demonstrative approach.	Ongoing/As needed
UIC-2	The City will provide operations and maintenance of all UIC wells per the specifications in SWMMWW I-4.11	As needed
UIC-3	The City’s Source Control Program will target pollution generating sources that potentially contribute storm runoff to the UIC wells. The City will inspect 100% of source control complaints utilizing BMP	Ongoing

Task ID	Task Description	Schedule
	educational materials and illicit discharge violations as needed	
UIC-4	The City's Municipal Code 13.46 outlines storm water management regulations and provides a mechanism to take enforcement actions for any code violations	Ongoing
UIC-5 / IDDE-1	The City implements an IDDE program to promote no other liquids other than stormwater to drain to UIC wells and to reduce potential pollutants in stormwater in general	Ongoing
UIC-6 / IDDE-3	The City's general public education program helps to identify and correct sources of stormwater pollution. Sampling results are used to identify and eliminate the sources of pollution. Staff also investigate any spill complaints and address them with best management practices as appropriate in a timely manner.	Ongoing
UIC-7 / BUS-3	Continue to implement Source Control and IDDE programs to identify and correct any potential sources of pollution.	Ongoing



CITY COUNCIL WORKSHOP MEETING

Monday, February 26, 2024 at 6:00 PM

City Hall

MINUTES

1. Call to Order

Mayor Pro Tem Fairley called the meeting to order at 6:06 P.M.>

2. Roll Call

PRESENT

Council Member Gordon Cook

Mayor Pro Tem Timothy Fairley

Council Member Lynda Osborn

Council Member William Thomas

Council Member David White

3. Approval of Agenda

Motion made by Council Member Cook, Seconded by Council Member Osborn.

Voting Yea: Council Member Cook, Mayor Pro Tem Fairley, Council Member Osborn, Council Member Thomas, Council Member White

4. Presentations

A. David E. Hill Wetland Preserve, Futurewise Update

Nicole Harris with Futurewise updated the council on the Wetland Preserve Outreach.

B. Code Enforcement Update, Dean Wenner

Dean Wenner, Code Enforcer updated the council on the properties that have been cleaned up and how many RV's he is aware of in the city who have people living in them. He asked the council for recommendations on how to address the issue.

5. Discussion

6. Audience Participation

The City Council encourages public participation during meetings of the City Council and welcomes your comments. This time is set-aside for you to speak to the City Council on any issue. The Council ordinarily takes non-agenda matters under advisement before taking action. You are also invited to comment on action items as they are considered during the meeting. Individual speakers will be limited to three (3) minutes each in addressing the City Council. When addressing the Council, please speak clearly and audibly and state your name and address for the record.

Robin Lindy - 316 Broadway - I am curious about the acreage for sale between Broadway and Main Street. Is there a development going in? Does anyone know anything about it. I hope that it doesn't take away from the flooding issues.

7. Adjournment

Mayor Pro Tem Fairley adjourned the meeting at 6:35 P.M.

ATTEST:

Dana Parker – City Clerk

Tim Fairley – Mayor Pro Tem



CITY COUNCIL REGULAR MEETING

Monday, February 26, 2024 at 7:00 PM

City Hall

MINUTES

1. Call to Order

Mayor Linnell called the meeting to order at 7:00 P.M.

2. Flag Salute

3. Roll Call

PRESENT

Mayor Troy Linnell

Council Member Gordon Cook

Council Member Timothy Fairley

Council Member Lynda Osborn

Council Member William Thomas

Council Member David White

4. Presentation

5. Approval of Agenda

Motion made by Council Member Fairley, Seconded by Council Member White.

Voting Yea: Council Member Cook, Council Member Fairley, Council Member Osborn, Council Member Thomas, Council Member White

6. Consent Agenda

A. Minutes

Motion made by Council Member Thomas, Seconded by Council Member Cook.

Voting Yea: Council Member Cook, Council Member Fairley, Council Member Osborn, Council Member Thomas, Council Member White

B. Audit of Reports

1. Claims #113504 - #113531 = \$ 87,156.37

February 15 - February 26, 2024

2. Payroll # - # = \$ 78,387.90

February 16, 2024

VOID #

7. Reports

Council Member White - None

Council Member Cook - None

Council Member Fairley - None

Council Member Osborn - I went to the Adults only party on Friday night. The music was terrific and I really enjoyed it. It was well put together and I hope he does it again.

Council Member Thomas - I had the honor to sit in on a auditor's interview last week.

Public Works Director Russ Avery - The modular building will be delivered by Wednesday. That is where my office will be. We have been jetting the storm drains on 9th ave. The parts are in for the fire hydrant on West Valley. We will also be filling potholes

Chief Schrimpscher - Next week we will be doing our first in service training of the year. Last weekend Officer Gerrard got his certification through the NRA to be a firearms instructor. Officer Fajardo informed me that she was in the process with the City of Tacoma. She will get a twenty five thousand dollar signing on bonus and a little bump in pay. She is extremely happy here and it is strictly a money issue for her. With having an extra officer we are going to take our time finding the right fit. We received up to two hundred thousand dollars to start the planning and side prep for the North End Flood Mitigation Project. Thank you to Senator Wilson, Representative Reese and Representative Taylor for helping us get the money.

City Administrator Jessica Gries - Adults night was a success. The Easter egg hunt will be on March 30th. The new phones will be installed within the next couple of weeks. We have a May time frame for the new website.

Mayor Linnell - I attended the South King County Recycling meeting. They will be starting the West Valley straightening project this spring. This will bring more traffic through Algonia. I am on the Domestic Violence Regional Task Force. We discussed the back log of cases due to COVID. The Mayor of Pacific and myself met with King County Metro about our community van program. Thank you Russ for getting us the grant for two more charging stations for public use. They could possibly be installed by summer. I am also on the South Cities board of directors. King County is proposing a 1.5% increase in the sewer rates for 2025. PSE is in discussions for a 20% rate increase in 2025. I am also on the Regional Law/ Safety and Justice Commission. It deals with victims of domestic violence.

8. Audience Participation

The City Council encourages public participation during meetings of the City Council and welcomes your comments. This time is set-aside for you to speak to the City Council on any issue. The Council ordinarily takes non-agenda matters under advisement before taking action. You are also invited to comment on action items as they are considered during the meeting. Individual speakers will be limited to three (3) minutes each in addressing the City

Council. When addressing the Council, please speak clearly and audibly and state your name and address for the record.

James Harper - 312 Junction Blvd. Algona has several great parks. Some of those parks share a border with residents. Some of those shared borders are wood fences. Either the City has some legal ownership or controlled interest in the shared wood fences. The city might have some legal duty or at least moral duty to maintain them. The other possibility is that the city does not have any ownership or controlled interest in the shared border fences. The City has installed city signs on the shared border fences. By installing city signs on those shared border fences the city has excercised dominion and control as if the fences belong to the city. At my request the city has done a search and no records were found on the city having ownership in those fences. City Administrator Jessica Griess encouraged Mr. Harper that if he found anything out of place in the City to please come to city staff and give us a opportunity to look into it. Mayor Linnell requested that public works look into it.

9. Discussion

- A. 2024 Comprehensive Plan - Introduction Chapter, Capital Facilities and Utilities, Natural Environment, and Algona Parks and Rec Elements

City Administrator Jessica Griess asked the council if they had changes they wanted made to the Comprehensive Plan. Council Member Cook said that on page 14 in the footnotes that MRSC,2023 was listed twice. The Planning Commission put a lot of work into it. Thank you. Council Member asked about the inventory list and asked if we had one. Under the Capital Plan it shows a bi-annual budget. Should it be annual? Under Natural Environmental the photo is of Pacific. We really should have one of ours. Under Parks and Recreation it is highlighted in yellow. Are we still waiting on the final survey results? City Administrator Griess said that she would have Atwell come back to council to give us the survey results. Under the Algona Wetland Preserve the numbers don't make sense and the maps are not clear.

- B. 2024 Planning Commission Work Plan

City Administrator Jessica Griess asked if any changes needed to be made to the 2024 Planning Commission Work Plan. There were no changes needed to be made.

10. New Business

None

11. Old Business

None

12. Ordinances & Resolution

13. Next Workshop

Garbage Ordinance

14. Adjournment

Mayor Linnell adjourned the meeting at 7:49 P.M.

ATTEST:

Dana Parker – City Clerk

Troy Linnell – Mayor

**CITY COUNCIL****AGENDA BILL # AB24-0016**

City of Algona
200 Washington Blvd.
Algona, WA 98001

ITEM INFORMATION

SUBJECT: Gray & Osborn Contract	Agenda Date: March 11th, 2024		
	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator		X
	City Attorney		X
	City Clerk		X
	Finance Dept		
	PW/Utilities		
	Planning Dept		
	Community Services		
Cost Impact:	Police Dept		
Fund Source: Streets fund	Finance Committee		
Timeline: 1 st review - 3/11/2024	Planning Commission		
	Civil Service Committee		
Staff Contact: Russ Avery, Public Works Director; Jessica Griess, City Administrator			
Attachments: Gray & Osborn Contract			
SUMMARY STATEMENT: This contract is for Gray & Osborn's project support for the Ellingson Road Overlay Design and Bid/Award Services (Develop Preliminary and Final PS&E Documents, Bid and Award Assistance).			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION:			
RECORD OF COUNCIL ACTION			
<i>Meeting Date:</i>		<i>Action:</i>	<i>Vote:</i>



Transportation Improvement Board (TIB)
Consultant Agreement

Section 9, Item A.

TIB PROJECT NUMBER 2-P-119(007)-1		PROJECT PHASE (check one) <input checked="" type="checkbox"/> Design <input type="checkbox"/> Construction	
PROJECT TITLE & WORK DESCRIPTION Ellingson Road Overlay Design and Bid/Award Services (Develop Preliminary and Final PS&E Documents, Bid and Award Assistance)			
CONSULTANT NAME & ADDRESS Gray & Osborne, Inc. 1130 Rainier Avenue South, Suite 300, Seattle, Washington 98144			
AGREEMENT TYPE (check one)			
<input type="checkbox"/> LUMP SUM \$ _____ <input checked="" type="checkbox"/> COST PLUS FIXED FEE OVERHEAD PROGRESS PAYMENT RATE 186% OVERHEAD COST METHOD <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input checked="" type="checkbox"/> Fixed Rate 42% FIXED FEE \$10,043.00 <input type="checkbox"/> SPECIFIC RATES OF PAY <input type="checkbox"/> COST PER UNIT WORK <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate			
DBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %		WBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	
COMPLETION DATE December 31, 2024		MAXIMUM AMOUNT PAYABLE \$79,000	

THIS AGREEMENT, made and entered into this _____ day of January 2024, between the City of Algona, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

**I
GENERAL DESCRIPTION OF WORK**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

**II
SCOPE OF WORK**

The Scope of Work and project level of effort for this project is detailed in Exhibit B attached hereto, and by this reference made a part of this AGREEMENT.



III GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

IV TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V PAYMENT

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

VI SUBCONTRACTING

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

Transportation Improvement Board (TIB) Consultant Agreement

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

VII EMPLOYMENT

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Worker's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANTs employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. COMPLIANCE WITH REGULATIONS: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.



Transportation Improvement Board (TIB)

Consultant Agreement**IX****TERMINATION OF AGREEMENT**

- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination other corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.



Transportation Improvement Board (TIB)
Consultant Agreement

**X
CHANGES OF WORK**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

**XI
DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

**XII
VENUE, APPLICABLE LAW AND
PERSONAL JURISDICTION**

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 shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county the AGENCY is located in.

**XIII
LEGAL RELATIONS AND INSURANCE**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

**XIV
EXTRA WORK**

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.



Transportation Improvement Board (TIB)
Consultant Agreement

**XVII
CERTIFICATION OF THE
CONSULTANT AND THE AGENCY**

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

**XVIII
COMPLETE AGREEMENT**

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XIX
EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

**XV
ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI
TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By Michael B. Johnson By _____
Michael B. Johnson, P.E., President

Consultant Gray & Osborne, Inc. City of Algona

Transportation Improvement Board (TIB)
Consultant Agreement**EXHIBIT A-1**
Certification of Consultant

Project No. 2-P-119(007)-1	City of Algona
-------------------------------	-------------------

I hereby certify that I am Michael B. Johnson, P.E. a duly authorized representative of the firm of Gray & Osborne, Inc. whose address is 1130 Rainier Avenue South, Suite 300, Seattle, Washington 98144 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

2/27/24

Date

Signature

Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City of Algona, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Transportation Improvement Board (TIB)
Consultant Agreement**EXHIBIT B-1**
Scope of Work

Project No.

2-P-119(007)-1

Describe the Scope of Work

The City of Algona, with financial assistance (grant) from the Washington State Transportation Improvement Board (TIB), desires to grind and provide 2-inch depth asphalt overlay with spot pavement repair of Ellingson Road from Pacific Avenue (from east stop bar) westerly to Union Pacific railroad crossing.

Unless otherwise directed and approved by the City and the Transportation Improvement Board, the project will be designed in conformance with the TIB grant application. If an archaeological survey is required for this project, the City will contract separately for the required services.

Other related improvements include minor isolated pavement digouts/repair sections, installation of ADA compliant ramps at the Pacific Avenue intersection, traffic signal push button modifications and/or pedestrian signal modifications, channelization/stripping and adjustment of utility castings. A more detailed scope of work is provided as follows:

DESIGN SERVICES**Task 1 – Project Management**

- A. Provide overall project management services including:
 - 1. Project staff management.
 - 2. Manage subconsultant.
 - 3. Implementation of quality control program.
 - 4. Management of project budget and schedule.
- B. Prepare and submit progress report with monthly invoice.

Task 2 – Quality Assurance/Quality Control Meetings

- A. Conduct two in-house quality control/quality assurance (QA/QC) meetings during the course of the project. The meetings will take place at the approximate 60 and 90 percent status. The meetings will include review by qualified senior staff members, key design team members, and Agency staff (as required/desired).
- B. Incorporate pertinent recommendations and suggestions into bid/construction documents regarding QA/QC reviews.

Task 3 – Project Funding Agency Coordination

- A. Gray & Osborne staff shall coordinate all work (as necessary) with the City's funding agency (TIB) and assist the City in preparing funding requests, project prospectus forms, quarterly reports, and other required paperwork.

Task 4 – Right-of-Way and Topographical Survey

- A. Establish vertical and horizontal control for survey and mapping within project corridor suitable for design at a scale of 1"=20' (horizontal). Vertical and horizontal control shall be on City-approved datum. This work to be performed by Gray & Osborne survey crew.

**Consultant Agreement**

- B. Acquire records of survey, plat maps, assessor maps, etc., as needed and necessary to establish right-of-way. Identify and map right-of-way (centerline and edges).
 - C. Acquire topographical survey of site (within and adjacent to project corridor) to include establishing surface grades, pavement edges/curbs, utility castings, and pavement markings in sufficient detail to support design.
 - D. Incorporate all electronic files and create base map of the project corridor.
- Note: (1) Our task work assumes adequate physical control points are located within 1/4 mile of site (recorded reference points, monuments, etc.).
- (2) A record of survey is not required for this project.

Task 5 – Preliminary Design

- A. Incorporate, as may be available, utility as-built or record drawing information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map.
- B. Prepare specifications in WSDOT Standard Specifications (2024) and City-approved format, to also include proposal, contract, and bonding documents. Specifications shall be prepared similar in format to previous and similar products prepared by Gray & Osborne, Inc. for the City, and suitable in nature to acquire TIB approval for bid.
- C. Prepare preliminary plans, drawings, special details, etc., of improvements at 60 and 90 percent levels of design, and in City-approved format to include updated engineer's cost estimate(s). Submit (two copies) plan sets and specifications (including updated cost estimates) to City for review and comment at 60 and 90 percent intervals. Incorporate applicable City comments. Note: Plans to be formatted in similar style as provided to the City on previous City/TIB funded project developed by Gray & Osborne, Inc.
- D. Coordinate with City of Pacific regarding work at southeast corner of Pacific Avenue intersection.

Task 6 – Final Design Plans and Specifications

- A. Prepare and submit final (100 percent) project plans, specifications, and cost estimates to include evaluation and incorporation of all previous and necessary City and/or funding agency(ies) comments.
- B. Submit plans, specifications, and updated Transportation Improvement Board (TIB) construction prospectus forms to the City and solicit authorization(s) to bid project from City and TIB.

Task 7 – Bid/Award Services

- A. Prepare bid advertisement and distribute to newspapers.
- B. Prepare and distribute Bid Documents to local Planning Agencies (up to six planning agencies), Utility Companies, City and funding agencies. Prepare and distribute (free of charge) Bid Documents (electronic copies) to bona-fide Bidders. Maintain Bidder's List.
- C. Answer bid inquiries during Bid Phase. (Provide written clarification as may be required.)
- D. Prepare and distribute any Bid Addenda as required.
- E. Review bids tendered, check references of responsible, qualified low bidder, prepare and distribute bid summary, prepare and transmit Engineer's "Letter of Recommendation for Award."



Transportation Improvement Board (TIB)
Consultant Agreement

Documents to be Furnished by the Consultant

- Electronic file of all Final Plans (AutoCAD) and Specifications (MS Word) and addenda (as may be applicable).
- Hard copy of Plans and Specifications and Cost Estimates to include any addenda (as may be applicable).
- Two sets of Plans, Specifications, and Cost Estimates at each of the two submittal intervals (60 and 90 percent) listed in the scope of work.
- Copy of all photographs, exhibits, and drawings, prepared as part of this Project.

Transportation Improvement Board (TIB)
Consultant Agreement**EXHIBIT C-2**
Payment
(Cost Plus Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for all work performed or services rendered and for all labor, materials, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work."

A. Actual Costs

Payment for all consulting services for this project shall be on the basis of the CONSULTANT's actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, and direct nonsalary cost.

1. Direct Salary Costs

The direct salary cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT.

2. Overhead Costs

Overhead costs are those costs other than direct costs which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT, under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The three options are explained as follows:

- a. **Actual Cost:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to maximum amount payable, authorized under this AGREEMENT, when accumulated with all other actual costs.
- b. **Actual Cost Not To Exceed Maximum Percent:** If this method is indicated in the heading of this AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT at the actual overhead rate verified by audit up to the maximum percentage shown in the space provided. Final overhead payment when accumulated with all other actual costs shall not exceed the total maximum amount payable shown in the heading of this AGREEMENT.
- c. **Fixed Rate:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.

A summary of the CONSULTANT's cost estimate and the overhead computation are attached hereto as Exhibits D and E and by this reference made part of this AGREEMENT. When an actual cost overhead rate or actual cost not to exceed overhead rate is used, the actual overhead rate determined at the end of each fiscal year shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

The CONSULTANT shall advise the AGENCY as soon as possible of the actual overhead rate for each fiscal year and of the actual rate incurred to the date of completion of the work. The AGENCY and/or TIB may perform an audit of the CONSULTANT's books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Nonsalary Cost

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT applicable to this contract. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the Project, shall be an itemized listing of the charges supported by original bills or legible copies of invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be provided to the AGENCY upon request. All of the above charges must be necessary for services to be provided under this AGREEMENT.

4. Fixed Fee

The fixed fee, which represents the CONSULTANT's profit, is shown in the heading of this AGREEMENT under Fixed Fee. This fee is based on the scope of work defined in this AGREEMENT and the estimated man-months required to perform the stated scope of work. In the event a supplemental agreement is entered into for additional work by the CONSULTANT, the supplemental agreement may include provision for the added costs and appropriate additional fee. The fixed fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the monthly progress reports accompanying the invoices.



Transportation Improvement Board (TIB)
Consultant Agreement

Any portion of the fixed fee earned by not previously paid in the progress payments will be cover in the final payment, subject to the provisions of Section IX, Termination of Agreement.

5. Maximum Total Amount Payable

The maximum total amount payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT as maximum amount payable, which includes the Fixed Fee, unless a supplemental agreement has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.

B. Monthly Progress Payments

The CONSULTANT may submit invoices to the AGENCY for reimbursement of actual costs plus the calculated overhead and fee not more often than once per month during the progress of the work. Such invoices shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, General Requirements, of the AGREEMENT. The invoices will be supported by itemized listing and support document for each item including direct salary, direct nonsalary, and allowable overhead costs to which will be added the prorated Fixed Fee.

C. Final Payment

Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims of any nature which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

D. Inspection of Cost Records

The CONSULTANT and his subconsultants shall keep available for inspection by representatives of the AGENCY and/or TIB, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.



Transportation Improvement Board (TIB)
Consultant Agreement

EXHIBIT D-1
Consultant Fee Determination Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by Brian Sourwine, P.E.					Date December 29, 2023	
Project Ellingson Road Overlay						
Direct Salary Cost (DSC)						
Classification	Man Hours		Rate		Cost	
Project Manager	88	x	\$42 to \$75	=	\$5,984	
Project Engineer	168	x	\$38 to \$57	=	\$9,240	
Civil Engineer	120	x	\$35 to \$55	=	\$5,040	
AutoCAD/GIS Tech./Engineering Intern	48	x	\$20 to \$54	=	\$1,824	
Survey Crew (2 Person)	16	x	\$55 to \$94	=	\$1,408	
Professional Land Surveyor	8	x	\$38 to \$61	=	\$416	
TOTAL DSC					\$23,912	
OVERHEAD (OH Cost including Salary Additives)						
OH Rate x DSC or 186% x \$23,912					\$44,476	
FIXED FEE (FF)						
FF Rate x DSC or 42% x \$23,912					\$10,043	
REIMBURSABLES						
Mileage and Expenses					\$569	
GRAND TOTAL					\$79,000	



Transportation Improvement Board (TIB)
Consultant Agreement

EXHIBIT D-2
Consultant Fee Determination Summary Sheet
 (Specific Rates of Pay)
FEE SCHEDULE

Discipline or Job Title	Hourly Rate	Overhead 186%	Profit 42%	Rate Per Hour
AutoCAD/GIS Tech./Engineering Intern	\$20-\$54	\$37.20-\$100.44	\$8.40-\$22.68	\$65.60-\$177.12
Electrical Engineer	\$38-\$69	\$70.68-\$128.34	\$15.96-\$28.98	\$124.64-\$226.32
Structural Engineer	\$36-\$67	\$66.96-\$124.62	\$15.12-\$28.14	\$118.08-\$219.76
Environmental Tech./Specialist	\$28-\$52	\$52.08-\$96.72	\$11.76-\$21.84	\$91.84-\$170.56
Engineer-In-Training	\$30-\$55	\$55.80-\$102.30	\$12.60-\$23.10	\$98.40-\$180.40
Civil Engineer	\$35-\$55	\$65.10-\$102.30	\$14.70-\$23.10	\$114.80-\$180.40
Project Engineer	\$38-\$57	\$70.68-\$106.02	\$15.96-\$23.94	\$124.64-\$186.96
Project Manager	\$42-\$75	\$78.12-\$139.50	\$17.64-\$31.50	\$137.76-\$246.00
Principal-in-Charge	\$46-\$75	\$85.56-\$139.50	\$19.32-\$31.50	\$150.88-\$246.00
Resident Engineer	\$38-\$58	\$70.68-\$107.88	\$15.96-\$24.36	\$124.64-\$190.24
Field Inspector	\$30-\$56	\$55.80-\$104.16	\$12.60-\$23.52	\$98.40-\$183.68
Field Survey Crew (2 Person)	\$55-\$94	\$102.30-\$174.84	\$23.10-\$39.48	\$180.40-\$308.32
Field Survey Crew (3 Person)	\$91-\$130	\$169.26-\$241.80	\$38.22-\$54.60	\$298.48-\$426.40
Professional Land Surveyor	\$38-\$61	\$70.68-\$113.46	\$15.96-\$25.62	\$124.64-\$200.08
Secretary/Word Processor*	N/A	N/A	N/A	N/A

* Secretarial and clerical fees are not billed, but are included in the overhead multiplier listed. The same is true for accounting, bookkeeping, postage, in-house printing up to \$150, word processing, computer use, computer-aided drafting, and telephone and fax costs.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.65 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

Transportation Improvement Board (TIB)
Consultant Agreement**EXHIBIT E-1**
Breakdown of Overhead Cost**GRAY & OSBORNE****COMPUTATION OF OVERHEAD MULTIPLIER**

Federal, State, and Local Taxes	21.2%
Insurance and Medical	23.0%
Professional Development and Education	0.6%
Sick Leave, Vacations and Holidays	14.2%
Administration (Typing, CADD, GIS, Computer)**	37.2%
Rent, Utilities, and Depreciation	19.0%
Office Expenses, Support and Maintenance	5.1%
Travel	2.0%
Retirement and Incentive Program	63.4%
Facilities Cost of Capital	0.3%

TOTAL:186.0%

**Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.



Transportation Improvement Board (TIB)
Consultant Agreement

EXHIBIT F-1
Payment Upon Termination of Agreement
by the Agency Other than for Fault of the Consultant
(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.



Transportation Improvement Board (TIB)
Consultant Agreement

EXHIBIT G-1
Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

None.

**CITY COUNCIL****AGENDA BILL # AB24-0015**

City of Algona
200 Washington Blvd.
Algona, WA 98001

ITEM INFORMATION

SUBJECT: King County Parks Grant Agreement	Agenda Date: March 11th, 2024		
	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator		X
	City Attorney		
	City Clerk		X
	Finance Dept		
	PW/Utilities		
	Planning Dept		
	Community Services		
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		
Timeline: 1 st review – 3/11/24	Planning Commission		
	Civil Service Committee		

Staff Contact: Dana Parker, City Clerk; Jessica Griess, City Administrator**Attachments: King County Parks Grant Agreement****SUMMARY STATEMENT:**

THIS AGREEMENT is a grant agreement entered into between City of Algona and King County for an active recreation, passive recreation, local trail, or other capital project in a park or recreational facility using a Parks Capital and Open Space Program grant.

The grant award is for \$1 million to fund the David E. Hill Wetland Preserve.

COMMITTEE REVIEW AND RECOMMENDATION:**RECOMMENDED ACTION:****RECORD OF COUNCIL ACTION**

Meeting Date: *Action:* *Vote:*



PARKS CAPITAL AND OPEN SPACE PROGRAM
CAPITAL PROJECT GRANT AGREEMENT

Department/Division: Natural Resources and Parks / Parks and Recreation

Grant Recipient: City of Algona

Project: Wetland Preserve Restoration & Interpretive Trail

Award Amount: \$1,000,000 Project#: 1144509 Contract#: 6416652

Term Period: To 11/30/2025

THIS AGREEMENT is a grant agreement entered into between City of Algona (the “Grant Recipient”) and King County (the “County”) (referred to individually as a “Party” and collectively the “Parties”) for an active recreation, passive recreation, local trail, or other capital project in a park or recreational facility using a Parks Capital and Open Space Program grant.

RECITALS

- A. [Ordinance 18890](#), which took effect May 13, 2019, called for a special election to authorize the King County parks, recreation trails, and open space levy. On August 6, 2019, King County voters approved the levy, which included funding for capital projects for active and passive recreation, local trails, or capital projects in parks and recreation facilities in order to construct new and improve existing recreation facilities to address the pressures of rapid growth in King County.
- B. [Motion 15378, Section A.1., and Attachment A](#), further delineated the use of levy funds for the Parks Capital and Open Space Grants Program and the guidelines governing that use.
- C. [Ordinance 19166, Attachment A](#) established the grant award criteria and the process for the distribution of Parks Capital and Open Space Grants as well as the proposed composition of an advisory committee to review and make recommendations on the grant awards.
- D. King County, a home rule charter county and political subdivision of the State of Washington, is authorized to administer the Parks Capital and Open Space Grant Program and enter into agreements for the use of the grant funds with King County towns, cities, or metropolitan parks districts for capital projects for active

and passive recreation, local trails, or capital projects in parks and recreation facilities.

- E. Grant Recipient is a(n) City or Town in King County.
- F. The Parks Capital and Open Space Grant Program Advisory Committee (“Advisory Committee”) has recommended an allocation of levy grant funds to specific projects, pursuant to [Ordinance 19666](#).
- G. King County has selected Grant Recipient to receive a Parks Capital and Open Space Grant award in the amount of \$1,000,000 (“Grant Award Funds”) in order to construct, improve, or repair the Project described below and in the attached exhibits.

NOW THEREFORE, in consideration of the promises, covenants, and other provisions set forth in this Agreement, the Parties agree as follows:

GRANT AWARD TERMS AND CONDITIONS

1. DEFINITIONS

1.1 Project.

The term “Project” means the design, development, and construction of the Facility described in **Exhibit A**. Grant Award Funds available pursuant to this Agreement may only be used for the Project. To complete the Project, Grant Recipient shall use the Grant Award Funds to design, develop, and construct the Facility, as set forth in **Exhibit B**, consistent with the requirements set forth in this Agreement and in the following attached exhibits, which are incorporated herein by reference:

Map of Facility and/or Schematic	Attached hereto as Exhibit A
Scope of Work	Attached hereto as Exhibit B
Project Budget	Attached hereto as Exhibit C
Insurance Requirements	Attached hereto as Exhibit D
Certificate of Insurance and Endorsements	Attached hereto as Exhibit E
Notice of Grant (<i>draft</i>)	Attached hereto as Exhibit F

Cultural Resource Preservation Requirements	Attached hereto as Exhibit G
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- 1.2 Map of Facility and/or Schematic. This Agreement applies to the Project to improve the park and recreational facility ("Facility") which is located at:

Parcel Number(s): 3621049002

See **Exhibit A** for a visual depiction of the Facility via a map and/or schematic (including boundaries) for the physical address noted above.

- 1.3 Scope of Work. Grant Recipient shall provide a scope of work ("Scope of Work"), attached hereto as **Exhibit B**, which describes the Project in detail and includes a description of the various design, development, permitting, and construction milestones required for completion of the Project and intended use of the Grant Award Funds. Grant Recipient shall apply the funds received from the County for the Project under this Agreement in accordance with the Scope of Work, attached hereto as **Exhibit B**.
- 1.4 Project Budget. Grant Recipient shall work with King County to develop a Project Budget ("Project Budget"), attached hereto as **Exhibit C**. King County shall provide the Grant Award Funds to the Grant Recipient to pay for costs and expenditures related to the Project, as set forth in **Exhibits B and C**. Grant Award Funds provided to Grant Recipient may only be used to pay for costs and expenditures related to the Project, as set forth in **Exhibits B and C**.
- 1.5 Contractor. "Contractor" shall include any contractor or consultant hired by Grant Recipient, including any of the contractor's or consultant's subcontractors or subconsultants.

2. EFFECTIVE DATE

The Agreement shall be effective upon signature by both Parties ("Effective Date").

3. TERM

The term ("Term") of this Agreement shall begin on the Effective Date and end on 11/30/2025. This Agreement shall remain in effect until such time as it is amended in writing or terminated as provided herein.

4. AMENDMENTS

This Agreement together with the attached exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole Agreement between the Parties. This Agreement may be amended only by an instrument, in writing, duly executed by the Parties. Either party may request changes to this Agreement, however, changes that deviate substantially from the proposal submitted to and approved by the Advisory Committee and the King County Council will need to be approved by those entities.

5. NOTICES

Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses first set forth below via electronic mail.

KING COUNTY	City of Algona
Parks Grant Manager	Jessica Griess
Community Investments Unit	City Clerk/Treasurer
King County Parks	City of Algona
201 S Jackson Street Suite #5702	200 Washington Blvd
Seattle, WA 98104	Algona, WA 98001
(206) 848-0984	253-833-2897
ehirschi@kingcounty.gov	jessicag@algonawa.gov
<u>*NOTE: Personal contact information for your assigned grant manager is available in the grant management system</u>	

Either Party hereto may, at any time, by giving ten (10) days written notice to the other Party, to designate any other address in substitution of the foregoing address to which such notice or communication shall be given.

6. DISBURSEMENT OF GRANT FUNDS

- 6.1 Notwithstanding the Effective Date of this Agreement, the County shall pay for eligible and authorized costs supported by adequate documentation, as determined by the County, for the work specified in the Scope of Work (**Exhibit B**) expended from 09/13/2023 through 11/30/2025.
- 6.2 The County may authorize, at County's sole discretion, release of a portion of the Grant Award Funds to Grant Recipient, upon execution of this Agreement, and receipt of Grant Recipient's County-approved completed Scope of Work and Project Budget (see Section 1 and **Exhibits B and C**).
- 6.3 The County shall initiate authorization for payment and disbursement of Grant Award Funds after approval of sufficiently detailed Project-related invoices submitted by Grant Recipient. The County shall make payment to Grant Recipient not more than thirty (30) days after a complete and accurate invoice and any other required documentation is received and approved.
- 6.4 Grant Recipient shall submit the final invoice, supporting documentation and any outstanding deliverables, as specified in the Scope of Work (**Exhibit B**) and Project Budget (**Exhibit C**), no later than thirty (30) days after the Contract End Date. If the Grant Recipient's final invoice, supporting documentation, and reports are not submitted by the day specified in this subsection, or if such final documents are not approved by the County then the County shall have no obligation to pay Grant

Recipient unless and until Grant Recipient submits, and the County approves, a properly completed invoice. Grant Recipient must submit a corrected invoice within 30 days after receiving notice of an improper or incomplete invoice.

7. GRANT REPORTING

All Grant Award Funds received pursuant to this Agreement and accrued interest therefrom must be accounted for separately from all other Grant Recipient accounts and moneys. Until the Project is completed, and all proceeds provided pursuant to this Agreement have been expended, the Grant Recipient shall provide reports to the King County Project Manager on a schedule determined by the County.

8. COMPLETION OF THE PROJECT

Grant Recipient shall complete the Project described in Section 1.1 and **Exhibits A, B and C** of this Agreement. If Grant Recipient cannot complete the Project, as specified by the Scope of Work and deliverables set forth in **Exhibit B**, the County shall be released from any obligation to fund the Project, and the County in its sole discretion may reallocate such funds for other projects in other jurisdictions in accordance with [Ordinance 19166](#) and [Motion 15378](#).

Pursuant to Section 19, Termination, this Agreement will be terminated if the Grant Recipient is unable or unwilling to expend the Grant Award Funds for the Project as provided in this Agreement. The Grant Recipient may not redirect Grant Award Funds for a purpose other than completion of the Project as approved by the Advisory Committee and King County Council.

9. COMMUNICATION AND KING COUNTY MILESTONE NOTIFICATION

Grant Recipient shall recognize County as a “grant sponsor” for the Project in the following manner:

- 9.1 Events: Grant Recipient shall invite and recognize “King County Parks” at all events promoting the Project, and at the final Project dedication.
- 9.2 Community Relations: Grant Recipient shall recognize “King County Parks” as a “grant sponsor” in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Project.
- 9.3 King County Parks Notification: Grant Recipient shall notify the King County Parks Grant Manager thirty (30) days prior to any major milestone, such as a groundbreaking or opening dates.
- 9.4 King County Council Notification: If Grant Recipient is a city or town, notification to the King County Council thirty (30) days prior to any major milestone, such as a groundbreaking or opening dates is, required.
- 9.5 Signage: Grant Recipient shall recognize “King County Parks” on any signage as a funder/contributor of project/facility. Grant Recipient is required to use appropriate King County logo on any signage and

communications.

10. DISPOSITION OF REMAINING GRANT AWARD FUNDS

If Grant Recipient does not expend all proceeds obligated to be provided through this Agreement, such proceeds, if held by Grant Recipient, shall be refunded to the County. For purposes of this section, “proceeds” shall include all Grant Award Funds obligated to be provided by the County plus interest accrued by Grant Recipient on the grant funds. Any proceeds in excess of those required to be provided by the County for the actual costs of the Project shall remain with the County for use in its sole discretion.

11. PUBLIC ACCESS

The Grant Award is provided to Grant Recipient for the Project for the purpose of land protection and recreation for the citizens of King County. Therefore, Grant Recipient and any successor in interest agree to maintain the Facility for public use as required by Ordinances [18890](#) and [19166](#), and the Parks Capital and Open Space Grant program requirements specified in [Motion 15378](#). The Facility shall be open and accessible to the public at reasonable hours and times. Grant Recipient shall notify the public of the availability of use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information. Fees for use of the Facility shall be no greater than those generally charged by public operators of similar facilities in King County.

Notwithstanding temporary closure for required maintenance or repairs, the minimum period of time Grant Recipient must ensure the Project is available for public use is thirty (30) years. If the Facility is retired or otherwise removed from use before the end of the thirty-year period, then the Grant Recipient shall reimburse the Grant Award Funds to King County. **Grant Recipient’s duties under this Section 11 will survive the expiration or earlier termination of this Agreement.**

12. NOTICE OF GRANT

Upon completion of construction of the Facility, a completed Notice of Grant will be provided by King County for execution, a sample of which is attached hereto as **Exhibit F**. Upon final execution of the Notice of Grant, Grant Recipient and/or the legal property owner must record a copy with the appropriate county offices.

13. CONSTRUCTION OF THE FACILITY

13.1 Capital Improvements.

Grant Recipient shall design, develop, and construct mutually agreed upon Facility, features, and amenities in accordance with all applicable design(s), timelines, restrictions, environmental considerations, permitting determinations, neighborhood impact mitigations, and all other requirements. All contracted work by Grant Recipient, its agents, representatives, or subcontractors, shall be bonded and properly insured to ensure the complete and safe design and construction of all facilities, features, and amenities. As between Grant Recipient and King County,

Grant Recipient will be solely responsible to comply with all applicable authorities and to obtain all necessary permits, approvals, and endorsements for the Project.

13.2 Warranties.

With respect to all warranties, express or implied, for work performed or materials supplied in connection with the Project, Grant Recipient shall:

- Obtain all warranties, express or implied, that would be given in normal commercial practice from suppliers, manufacturers, contractors, or installers;
- Require all warranties be executed, in writing; and
- Be responsible to enforce any warranty of a contractor, subcontractor, manufacturer, or supplier.

If, within an applicable warranty period, any part of the Facility or work performed to construct the Facility is found not to conform to specifications, permit requirements, or industry standard, Grant Recipient shall correct it correct it within a reasonable timeframe at the determination of King County.

13.3 Right to Inspect- Construction.

King County personnel or agents may inspect the construction project at any time provided that such persons observe due regard for workplace safety and security. King County may require Grant Recipient or its contractors to stop work if King County deems work stoppage necessary to remedy construction defects or to address risks to health, safety, or welfare. Grant Recipient specifically understands, acknowledges, and agrees that at a minimum, King County will inspect the Facility construction project before final completion of the Project.

13.4 Design.

Grant Recipient has retained a licensed architect and/or licensed professional engineer, registered in the State of Washington, who will prepare a Project design for the Facility and exterior landscaping, which visually blends with the setting. King County shall review the design plans for the Project in concept and reserves the right to approve the final design of the Project, consistent with established zoning, design code, or both.

13.5 Construction Site/Work Fencing.

Grant Recipient will be solely responsible for the site work, required permits, and grading for the Project. Grant Recipient will ensure the work area is properly barricaded, and that signage is installed, directing unauthorized persons not to enter onto the construction site during any phase of development or construction. Unless otherwise agreed by the Parties in writing, fencing will be placed around work areas. In addition, construction areas will be kept clean and organized during development

periods. Grant Recipient will be responsible for site security, traffic, and pedestrian warnings at the site during the development and construction phases.

13.6 Alteration of Site or Facility after Construction.

For thirty (30) years after the Facility is completed and accepted by Grant Recipient and King County as defined herein, Grant Recipient will not make any material alteration outside of ordinary maintenance to the Facility without the express, written consent by King County.

13.7 Development and Construction Fees and Expenses.

Grant Recipient will be responsible to obtain and pay for all necessary permits, fees, and expenses associated with the Project.

13.8 Public Works Laws.

To the extent applicable, Grant Recipient will comply with all public works laws, regulations, and ordinances, including but not limited to those related to prevailing wages ([see RCW 39.12](#)), retainage ([see RCW 60.28](#)), bonding ([see RCW 39.08](#)), use of licensed contractors ([see RCW 39.06](#)), and competitive bidding ([see RCW 36.32](#) and [RCW 35.21.278](#)). Grant Recipient will indemnify and defend King County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws, regulations, and ordinances in connection with the improvements.

13.9 Contractor Indemnification and Hold Harmless.

Grant Recipient will require its construction contractors and subcontractors to defend, indemnify, and hold King County, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney's fees and costs, arising out of or in connection with the design, development, and construction of the Facility except for injuries and damages caused by the sole negligence of King County.

13.10 Minimum Scope and Limits of Insurance.

Grant Recipient shall maintain, and/or require its Contractor(s) to maintain the minimum scope and limits of insurance as required in **Exhibit D – Insurance Requirements** and as evidenced in **Exhibit E – Certificate of Insurance and Endorsements**.

14. INTERNAL CONTROL AND ACCOUNTING SYSTEM

Grant Recipient shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards in accordance with Revised Code of Washington ([RCW Chapter 40.14](#)).

15. MAINTENANCE OF RECORDS

- 15.1 Grant Recipient shall maintain accounts and records, including personnel, property, financial, Project records, including Agreement deliverables, and other such records as may be deemed necessary by the County to ensure proper accounting for all Grant Award Funds and compliance with this Agreement.
 - 15.2 These records shall be maintained for a period of six (6) years after the expiration or earlier termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with [\(RCW\) Chapter 40.14](#).
 - 15.3 Grant Recipient shall inform the County in writing of the location, if different from the Grant Recipient address listed in Section 5 of this Agreement of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.
16. RIGHT TO INSPECT

King County reserves the right to review and approve the performance of Grant Recipient with regard to this Agreement, and, at its sole discretion, to inspect or audit the Grant Recipient's records regarding this Agreement and the Project upon seventy-two (72) hours' notice during normal business hours.
17. COMPLIANCE WITH ALL LAWS AND REGULATIONS

Grant Recipient shall comply with all applicable laws, ordinances and regulations in using funds provided by the County, including, without limitation, those relating to providing a safe working environment to employees and, specifically, the requirements of the [Washington Industrial Safety and Health Act \(WISHA\)](#); and, to the extent applicable, those related to "public works," payment of prevailing wages, and competitive bidding of contracts. The Grant Recipient specifically agrees to comply and pay all costs associated with achieving such compliance without notice from King County; and further agrees that King County, does not waive this Section by giving notice of demand for compliance in any instance. The Grant Recipient shall indemnify and defend the County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to this Agreement.
18. CORRECTIVE ACTION
 - 18.1 If the County determines that a breach of contract has occurred or does not approve of the Grant Recipient's performance, it will give the Grant Recipient written notification of unacceptable performance. Grant Recipient will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to Grant Recipient.
 - 18.2 King County may withhold any payment owed Grant Recipient until the County is satisfied that corrective action has been taken or completed.

19. TERMINATION

- 19.1 King County may terminate this Agreement in whole or in part, with or without cause, at any time during the Term of this Agreement, by providing Grant Recipient ten (10) days advance written notice of the termination.
- 19.2 If the termination results from acts or omissions of Grant Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, Grant Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to Grant Recipient by the County.
- 19.3 Any King County obligations under this Agreement beyond the current appropriation biennium are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Agreement will terminate automatically at the close of the current appropriation biennium.
- 19.4 The Agreement will be terminated if the Grant Recipient is unable or unwilling to expend the Grant Award Funds as specified in Section 1 and **Exhibits B and C**, or upon reimbursement by the Grant Recipient to the County of all unexpended proceeds provided by the County pursuant to this Agreement and payment of all amounts due pursuant to Section 6.

20. FUTURE SUPPORT; UTILITIES AND SERVICE

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted for herein except as expressly set forth in this Agreement. Grant Recipient understands, acknowledges, and agrees that the County shall not be liable to pay for or to provide any utilities or services in connection with the Project contemplated herein.

21. HOLD HARMLESS AND INDEMNIFICATION

Grant Recipient shall protect, indemnify, and save harmless the County, its officers, officials, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) Grant Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) work, services, materials, or supplies performed or provided by Grant Recipient's employees or other suppliers in connection with or support of the performance of this Agreement.

Grant Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Grant Recipient, its officers, employees, agents, representatives, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the expiration or prior termination of the Agreement.

Grant Recipient agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees

from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any use of or occurrence on the Project that is the subject of this Agreement, or Grant Recipient's exercise of rights and privileges granted by this Agreement, except to the extent of the County's sole negligence. Grant Recipient's obligations under this Section shall include:

- A. The duty to promptly accept tender of defense and provide defense to the County at the Grant Recipient's own expense;
- B. Indemnification of claims made by Grant Recipient's employees or agents; and
- C. Waiver of Grant Recipient's immunity under the industrial insurance provisions of [Title 51 RCW](#), but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the Grant Recipient.

In the event it is determined that [RCW 4.24.115](#) applies to this Agreement, the Grant Recipient agrees to protect, defend, indemnify and save the County, its officers, officials, employees, and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in any way resulting from the Grant Recipient's officers, employees, agents and/or subcontractors of all tiers, acts or omissions, performance of failure to perform the rights and privileges granted under this Agreement, to the maximum extent permitted by law or as defined by [RCW 4.24.115](#), as now enacted or hereafter amended.

A hold harmless provision to protect King County similar to this provision shall be included in all Agreements or subcontractor Agreements entered into by Grant Recipient in conjunction with this Agreement. **Grant Recipient's duties under this Section 21 will survive the expiration or earlier termination of this Agreement.**

22. NONDISCRIMINATION

[King County Code \("KCC"\) chapters 12.16 through 12.19](#) apply to this Agreement and are incorporated by this reference as if fully set forth herein. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, or age except minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

23. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further

the election or defeat of any candidate for public office.

24. PROJECT MAINTENANCE; EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

- A. As between the County and Grant Recipient, Grant Recipient shall be responsible to operate and maintain the completed Project at its own sole expense and risk. Grant Recipient shall maintain the completed Project in good working condition consistent with applicable standards and guidelines. Grant Recipient understands, acknowledges, and agrees that the County is not responsible to operate or to maintain the Project in any way.
- B. Grant Recipient shall be responsible for all property purchased pursuant to this Agreement, including the proper care and maintenance of any equipment.
- C. Grant Recipient shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Grant Award Funds.

Grant Recipient's duties under this Section 24 shall survive the expiration of this Agreement.

25. CULTURAL RESOURCES

Grant Recipient agrees to coordinate cultural resource review of the Project with the King County Historic Preservation Program ("HPP") in order to determine potential effects to cultural resources and any necessary mitigation. Grant Recipient further agrees to perform the steps outlined by the HPP for any necessary cultural resource preservation as specified in **Exhibit G**.

26. ASSIGNMENT

Grant Recipient shall not assign any portion of rights and obligations under this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Grant Recipient must seek such consent in writing not less than thirty (30) days prior to the date of any proposed assignment.

27. WAIVER OF BREACH OR DEFAULT

Waiver of breach of any provision in this Agreement shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults.

28. TAXES

Grant Recipient agrees to pay on a current basis all taxes or assessments levied on its activities and property, including, without limitation, any leasehold excise tax due under [RCW Chapter 82.29A](#); PROVIDED, however, that nothing contained herein will modify the right of the Grant Recipient to contest any such tax, and Grant Recipient shall not be deemed to be in default as long as it will, in good faith, be contesting the validity or amount of any such taxes.

29. WASHINGTON LAW CONTROLLING; WHERE ACTIONS BROUGHT

This Agreement is made in and will be in accordance with the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

30. PUBLIC DOCUMENT

This Agreement will be considered a public document and will be available for inspection and copying by the public.

31. LEGAL RELATIONS

Nothing contained herein will make, or be deemed to make, County and Grant Recipient a partner of one another, and this Agreement will not be construed as creating a partnership or joint venture. Nothing in this Agreement will create, or be deemed to create, any right, duty or obligation in any person or entity not a party to it.

32. PERMITS AND LICENSES

Grant Recipient shall develop and run the Project in accordance with all applicable laws and regulatory requirements including environmental considerations, permitting determinations, and other legal requirements. All activities and improvements shall be performed by Grant Recipient at its sole expense and liability. Grant Recipient shall, at its sole cost and expense, apply for, obtain and comply with all necessary permits, licenses and approvals required for the Project.

33. INTERPRETATION OF COUNTY RULES AND REGULATIONS

If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and will be binding upon the Grant Recipient.

34. ENTIRE AGREEMENT

This Agreement, including its attachments, constitutes the entire Agreement between the County and Grant Recipient and supersedes all other agreements and understandings between them, whether written, oral or otherwise.

35. COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties acknowledge and agree that this document may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, each individual signing this Agreement warrants that they have the authority to enter into this Agreement on behalf of the Party for which that individual signs. The Parties hereto have executed this Agreement on the dates set

forth below.

City of Algona

King County

By _____

By _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT A – MAP OF FACILITY AND LOCATION

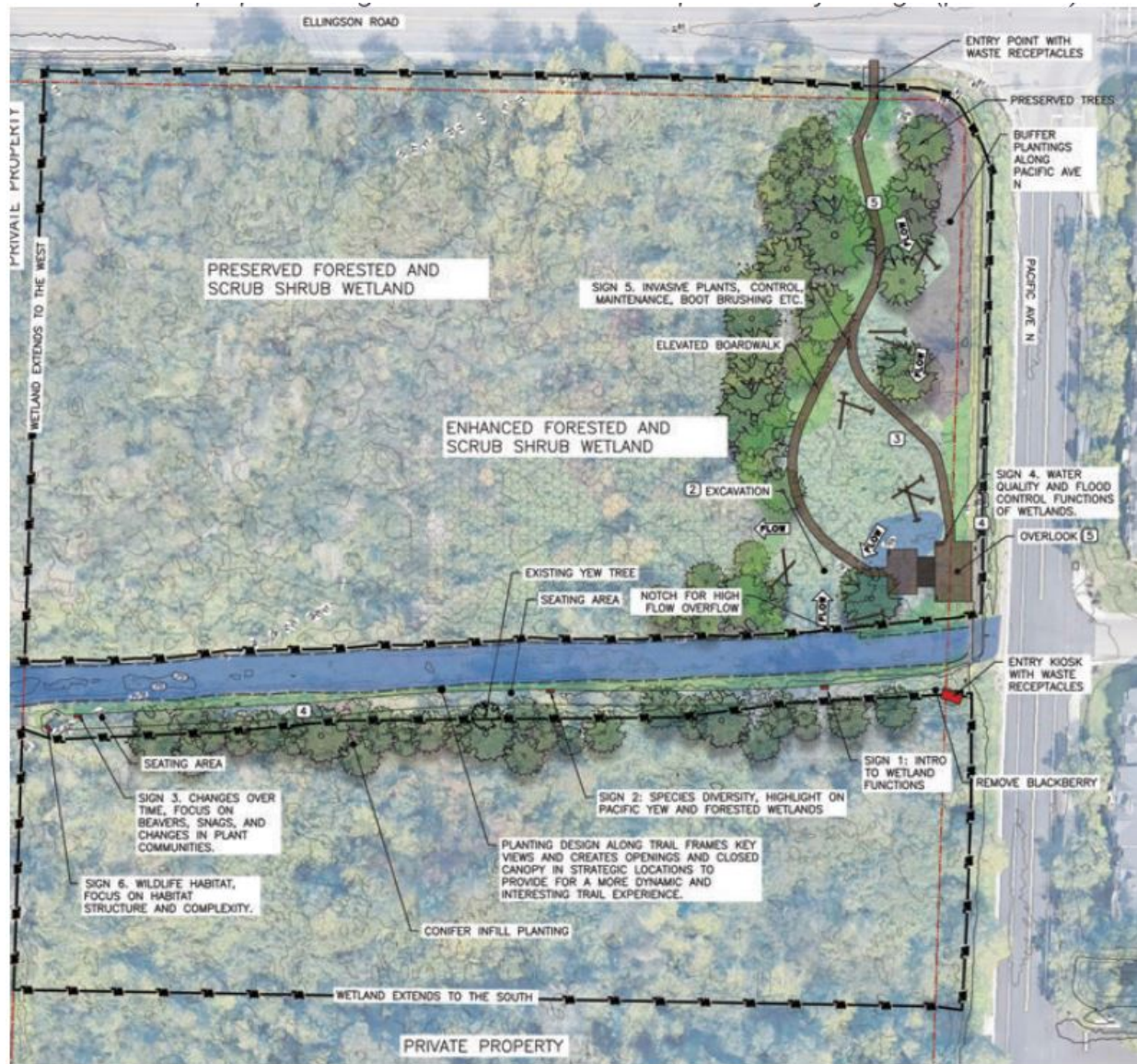




EXHIBIT B – SCOPE OF WORK

Project Summary

The City of Algona will remove invasive plant species, restore native wetland habitat, and construct an accessible boardwalk with an interpretive trail and viewing platforms to provide outdoor education and increased access to parks and open spaces.

Deliverables

Progress Reports
Final Report
Completed Design/Plan
Notice of Grant
Cultural Resource Requirement

Timeline

Complete all permitting	January 2024
Complete final design	February 2024
Constuction contractor selected	April 2024
Groundbreaking - construction begins	June 2024
Complete construction	June 2025
Grand opening	June 2025

The Grantee shall not make any significant changes to an approved project without prior written consent of the County. Significant changes include, but are not limited to, a change to the timeline that falls outside the contract period or a shift of more than twenty percent of funds within the approved grant budget over the term of this Exhibit. If changes are necessary and approved by the County, such changes will be formalized in a written amendment signed by all parties.

EXHIBIT C – PROJECT BUDGET

Planning Costs	\$77,500
Construction Costs	\$915,000
Personnel Costs	\$7,500
Indirect Costs	\$0
Total	\$1,000,000

Grant Budget Changes

With written approval from the County, the Grantee may reallocate grant funds across budget line items within twenty percent of the total grant budget without requiring an official contract amendment. Indirect costs shall not exceed twenty percent of direct costs.

Budget Line Items Descriptions

Planning Costs include but are not limited to final design, specifications, and engineers cost estimate, tribal engagement, exhibit and sign design and translation, and tax.

Construction Costs include but are not limited to basic construction elements, restoration, trail and overlook, habitat elements, planting and site stabilization, and tax.

Personnel Costs include but are not limited to staff pay and benefits.

Indirect Costs include expenses of doing business that are not readily identified with a particular grant, contract, project, function, or activity, but are necessary for the general operation of the organization or the performance of the organization's activities.

EXHIBIT D – INSURANCE REQUIREMENTS

1. Insurance Requirements

1.1. Grant Recipient shall purchase and maintain for the entire term of this Agreement or as otherwise stated in this Exhibit, at its sole cost and expense, the minimum insurance set forth below. By requiring such minimum insurance, the County does not and shall not be deemed or construed to have assessed the risks that may be applicable to Grant Recipient, or any Contractor under this Agreement, or in any way limit the County's potential recovery to insurance limits required hereunder. To the contrary, this Agreement's insurance requirements may not in any way be construed as limiting any potential liability to the County or the County's potential recovery from Grant Recipient. Grant Recipient and any Contractor shall assess their own risks and if they deem appropriate and/or prudent, maintain greater limits and/or broader coverage.

1.2. Each insurance policy shall be written on an "occurrence" basis, except insurance for Pollution Liability, which may be written on a "claims made" basis.

If coverage is approved and purchased on a "claims made" basis, the coverage provided under that insurance shall be maintained through: (i) consecutive policy renewals for not less than three (3) years from the date of completion of the Project which is subject of this Agreement or, if such renewals are unavailable, (ii) the purchase of a tail/extended reporting period for not less than three (3) years from the date of completion of the Project which is the subject of this Agreement.

2. Evidence and Cancellation of Insurance

2.1. Prior to contract execution and upon request by the County, Grant Recipient shall furnish the County certificates of insurance and endorsements certifying the issuance of all insurance required by this Agreement which is to be maintained for the entire term of the Agreement or as otherwise stated in this Exhibit. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent, or qualified representative to the insurer(s), shall certify the name of the insured(s), the type and amount of insurance, the location and operations to which the insurance applies, the inception and expiration dates, shall specify the form numbers of any endorsements issued to satisfy this Agreement's insurance requirements, and shall state that the County shall receive notice at least thirty (30) days prior to the effective date of any cancellation, lapse, or material change in the policy(s). Certificate Holder: King County Parks, 201 S. Jackson Street, Suite 5702, Seattle, WA 98104. Electronic evidence of insurance documents may be emailed to: ParksGrants@kingcounty.gov.

2.2. The County reserves the right to require complete, certified copies of all required insurance policies, including all endorsements and riders, which may be

redacted of any confidential or proprietary information. Grant Recipient shall deliver such policies to the County within five (5) business days of County's request.

3. Minimum Scope and Limits of Insurance

3.1. Grant Recipient shall maintain the following types of insurance and minimum insurance limits:

3.1.1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall include coverage for, but not limited to, premises liability, ongoing operations, products and completed operations, and contractual liability. Limits may be satisfied by a single primary policy or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including, but not limited to, additional insured status for the County.

3.1.2. Automobile Liability: Grant Recipient and/or its Contractor(s) will maintain Automobile Liability insurance with a minimum \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 01 covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. Limit may be satisfied by a single primary policy or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.

3.1.3. Workers Compensation: If Grant Recipient or its Contractor(s) have employees, then Workers Compensation coverage shall be maintained as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Project by applicable Federal or "Other States" State Law.

3.1.4. Employers Liability or "Stop Gap" coverage: If Grant Recipient or its Contractor(s) have employees, then Employers Liability or "Stop Gap" coverage shall be maintained with a minimum limit of \$1,000,000 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in monopolistic states including but not limited to Washington, the protection

provided by the “Stop Gap” endorsement to the commercial general liability policy.

3.1.5. Builder’s Risk / Installation Floater Insurance. If construction activities will be funded by the Grant, Grant Recipient or its Contractor(s) shall procure and maintain, prior to and for the duration of the construction phase of the Project, “All Risk” Builder’s Risk insurance or Installation Floater insurance at least as broad as ISO form number CP0020 (Builder’s Risk Coverage Form) with ISO form number CP0020 (Causes of Loss – Special Form). The coverage shall insure for direct physical loss to property of the Project for 100% of the replacement value. The policy shall be endorsed to cover the interests, as they may appear, of King County, Grant Recipient, and Contractor(s) of all tiers. In the event of a loss to any or all of the work and/or materials therein and/or to be provided at any time, Grant Recipient or its Contractor(s) shall promptly reconstruct, repair, replace, or restore all work and/or materials so destroyed. Policy shall include a waiver of subrogation in favor of King County.

3.1.6. Pollution Liability: If geotechnical work will take place, Grant Recipient or its Contractor(s) shall provide Pollution Liability coverage with minimum limits of \$1,000,000 per occurrence and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed.

3.1.7. Fidelity and Crime Insurance. If a Fiscal Sponsor is a party to this Agreement, Fiscal Sponsor(s) shall procure and maintain Fidelity and Crime insurance with a minimum limit equal to the grant amount. Coverage shall include ‘Join Loss Payable’ ISO form CR 20 15 10/10 or substantive equivalent and ‘Provide Required Notice of Cancellation to Another Entity’ ISO form CR 20 17 10/10.

4. Other Insurance Provisions and Requirements

4.1. All insurance policies purchased and maintained by Grant Recipient and any Contractor required in this Agreement shall contain, or be endorsed to contain the following provisions:

4.1.1. With respect to all liability policies except Professional Liability (Errors and Omissions) and Workers Compensation:

4.1.1.1. King County, its officials, employees, and agents shall be covered as additional insured for full coverage and policy limits as respects liability arising out of activities performed by or on behalf of the Grant Recipient, its agents, representatives, employees, or Contractor(s) in connection with this Agreement. Additional Insured status shall include products-completed operations CG 20 100 11/85 or its substantive equivalent. The County requires the endorsement(s) to complete the Agreement.

- 4.1.2. With respect to all liability policies (except Workers Compensation):
 - 4.1.2.1. Coverage shall be primary insurance as respects the County, its officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officials, employees, or agents shall not contribute with any of Grant Recipient's or Contractor(s)'s insurance or benefit the Grant Recipient, or any Contractor, or their respective insurers in any way.
 - 4.1.2.2. Insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of insurer's liability.
5. Waiver of Subrogation
 - 5.1. Grant Recipient, its Contractor(s), and their respective insurance carriers release and waive all rights of subrogation against King County, its officials, agents, and employees for damages caused by fire or other perils which can be insured by a property insurance policy. This provision shall be valid and enforceable only to the extent permissible by the applicable property insurance policies.
6. Deductibles/Self-Insured Retentions
 - 6.1. Any deductible and/or self-insured retention of the policies shall in all instances be the sole responsibility of Grant Recipient or its Contractor, even if no claim has been made or asserted against them.
7. Acceptability of Insurers
 - 7.1. Unless otherwise approved by the County, insurance is to be placed with insurers with an A.M. Best rating of no less than A:VIII.
8. Self-Insurance
 - 8.1. If the Grant Recipient is a governmental entity or municipal corporation, Grant Recipient may maintain a fully funded self-insurance program or participate in an insurance pool for the protection and handling of its liabilities including injuries to persons and damage to property. Further, if Grant Recipient maintains a self-insurance program or participates in an insurance pool, the additional insured requirement shall not apply to the coverage provided by the self-insured program or insurance pool.
9. Contractors
 - 9.1. Grant Recipient shall include all Contractors as insureds under its policies or, alternatively, Grant Recipient must require each of its Contractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the Contractor's liabilities given the scope of work and services being provided herein. Contractor(s) must include the County, its officials, agents and employees as additional insured for full coverage and policy limits on

its Commercial General Liability insurance and, if applicable, its Automobile Liability insurance. Upon request by the County, and within five (5) business days, Grant Recipient must provide evidence of each Contractor(s) insurance coverage, including endorsements.

EXHIBIT E – CERTIFICATE OF INSURANCE AND ENDORSEMENTS



Certificate of Coverage

Certificate holder:
City of Algona
200 Washington Blvd
Algona, WA 98001

Policy number: None
Term of certificate: 1/1/2023 – 1/1/2024
Annual re-issue: Yes

RE: 2023 King County Parks Levy Grant Program

Please be advised that the **City of Algona** is a member of the Association of Washington Cities Risk Management Service Agency (AWC RMSA) and participates in the self-insured and loss-pooling programs checked below, which are administered by the AWC RMSA for its members.

Type of coverage	Limits	Deductible
<input checked="" type="checkbox"/> All risk property coverage	\$250 million per occurrence	\$0
<input checked="" type="checkbox"/> Liability coverage	\$15 million per occurrence	\$0
<input checked="" type="checkbox"/> Employee fidelity blanket coverage	\$1 million per occurrence	\$0
<input checked="" type="checkbox"/> Employer Liability ("Stop Gap")	\$15 million per occurrence	\$0
<input checked="" type="checkbox"/> Comprehensive auto liability	\$15 million per occurrence	\$0
<input checked="" type="checkbox"/> Cyber liability	\$3 million per occurrence	\$0
<input checked="" type="checkbox"/> Pollution liability	\$2 million per occurrence	\$0

Under the AWC RMSA Coverage Agreement issued to the member referenced above, and within the limits and provisions of the above program, AWC RMSA has agreed to provide, to the certificate holder named above, defense, payment, and loss or indemnification funding in accordance with the terms of the Coverage Agreement, with the exception that no defense or indemnity is available for claims arising from the sole negligence of the certificate holder with respect to the referenced operations or activities.

AWC RMSA is not an insurance company and therefore cannot name an additional insured or loss payee.

Cancellation: Should the above described coverage be cancelled before the expiration date thereof, the AWC RMSA will provide notice to its members in accordance with its Coverage Agreement. Failure to provide such notice to the certificate holder shall impose no obligation or liability of any kind upon the AWC RMSA.

This certificate is issued for information only and gives no rights to the certificate holder. This certificate does not amend, extend, or alter the coverage provided by the AWC RMSA.

Carol Wilmes
Director of Member Pooling Programs

cc: **City of Algona**



Certificate of Coverage

Certificate holder:
King County Parks
201 Jackson Street
Seattle, WA 98104

Policy number: None
Term of certificate: 1/1/2024 – 1/1/2025
Annual re-issue: Yes

RE: 2023 King County Parks Levy Grant Program

Please be advised that the **City of Algona** is a member of the Association of Washington Cities Risk Management Service Agency (AWC RMSA) and participates in the self-insured and loss-pooling programs checked below, which are administered by the AWC RMSA for its members.

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This certificate is issued for information only and gives no rights to the certificate holder. This certificate does not amend, extend, or alter the coverage provided by the AWC RMSA.

Carol Wilmes
Director of Member Pooling Programs

cc: **City of Algona**

EXHIBIT F – NOTICE OF GRANT

Upon Recording Return To:
King County
Department of Natural Resources and Parks
Parks and Recreation Division
201 S Jackson Street, KSC-NR-5702
Seattle, WA 98104-3855

Document Title:
Reference No. of Related Document:
Legal Description:
Assessor's Parcel No.:

NOTICE OF GRANT

This Notice of Grant is effective as of the ____ day of _____, 202_, and is made and executed by the **Parks Capital & Open Space Levy** grant recipient, City of Algona, and King County (the "County"), a political subdivision of the State of Washington.

_____ is/are the owner(s) (the "Property Owner") of the property(ies) in King County, State of Washington (the "Property"), legally described and attached hereto in **Exhibit F-1**.

Pursuant to a **Parks Capital & Open Space Levy** Grant Agreement, between the King County and City of Algona, dated _____ ("Grant Agreement"), attached hereto as **Exhibit F-2**, City of Algona constructed a Facility Improvement "Facility" on the Property for the purpose of providing recreation for the public. A map of the Property and Facility is attached hereto as **Exhibit F-3**.

The City of Algona hereby agrees to be bound by the terms of the Grant Agreement including the obligation to ensure public access to the Facility.

IN WITNESS WHEREOF, City of Algona and King County have executed this Notice of Grant on the date set forth above.

City of Algona

KING COUNTY

By: _____

By: _____

Name: _____

Name: _____

PROPERTY OWNER

By: _____

Name: _____

DRAFT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the City of Algona to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of KING COUNTY, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of KING COUNTY, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

NOTICE OF GRANT EXHIBIT F-1 – LEGAL DESCRIPTION

DRAFT

NOTICE OF GRANT EXHIBIT F-2 – GRANT AGREEMENT

DRAFT

NOTICE OF GRANT EXHIBIT F-3 – PROPERTY AND FACILITY MAP

DRAFT

EXHIBIT G – CULTURAL RESOURCE PRESERVATION REQUIREMENTS

Based on the initial cultural resources review, the following recommendation(s) is/are conditions and/or requirements for this Project:

Grant Recipient will consult with the King County Historic Preservation Program's Archaeologist, Philippe LeTourneau, at 206-477-4529 or philippe.letourneau@kingcounty.gov, to determine the need for cultural resources investigations prior to ANY ground disturbing activity associated with the project. The Grant Recipient shall be required to comply with any recommendations made by the Archaeologist, which may include a cultural resource study and/or archaeological monitoring of construction conducted by a qualified, County-approved, professional archaeologist at the Grant Recipient's expense. The professional archaeologist selected to complete any needed fieldwork will notify the King County Archaeologist as soon as their fieldwork is scheduled. Any resulting survey or monitoring reports will meet the Washington Department of Archaeology and Historic Preservation's reporting standards. If a report is needed, the professional archaeologist will create a new project in WISAARD (as needed), upload the report, and add the King County Historic Preservation Program as an Organization with Editor access. Reports shall include 1) a USGS topographic map and an aerial photograph showing excavation locations and 2) detailed stratigraphic information for the reviewed area. The King County Archaeologist will also advise on tribal coordination, if required. The selected professional archaeologist shall notify the Affected Indian Tribes of their field schedule so that the Tribes can send staff to observe the field work. The professional archaeologist may contact the King County Historic Preservation Program's Archaeologist with any questions about the scope of work. The Grant Recipient shall make a copy of the provided King County Parks inadvertent discovery plan (IDP) available to the construction contractor prior to the start of ground disturbance. The IDP will be kept on site during all construction. Grant Recipient shall cc their King County Parks grant manager on all emails with Historic Preservation Program staff.

**CITY COUNCIL****AGENDA BILL # AB24-0017**

City of Algona
200 Washington Blvd.
Algona, WA 98001

ITEM INFORMATION

SUBJECT: Resolution 1273-24, Traffic School Fee	Agenda Date: March 11th, 2024		
	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator		X
	City Attorney	X	X
	City Clerk		X
	Finance Dept		
	PW/Utilities		
	Planning Dept		
		Community Services	
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		
Timeline: 1 st review - 3/11/2024	Planning Commission		
	Civil Service Committee		
Staff Contact: James Schrimpsheer, Chief of Police; Jessica Griess, City Administrator			
Attachments: Resolution 1273-24			
SUMMARY STATEMENT: Resolution 1273-24 increases the traffic school fee to \$135.00, \$11.00 more than the current fee. This is the first fee increase presented to Council since the start of the program.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION:			
RECORD OF COUNCIL ACTION			
<i>Meeting Date:</i>		<i>Action:</i>	<i>Vote:</i>

**CITY OF ALGONA
RESOLUTION NO. 1273-24**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ALGONA, WASHINGTON, INCREASING THE FEE FOR
ATTENDING THE CITY'S TRAFFIC SAFETY SCHOOL
PURSUANT TO CHAPTER 10.15 AMC.

WHEREAS, through the adoption of Ordinance No. 1157-18, the City Council created a traffic safety school, to be administered by the Algona Police Department, in order to educate participants in the proper, lawful, and safe operation of motor vehicles upon the roadway, the rules of the road, and the challenges of driving safely among bicyclists and pedestrians, and the consequences of unsafe driving practice; and

WHEREAS, the City's regulations governing the traffic safety school are codified at Chapter 10.15 of the Algona Municipal Code (AMC); and

WHEREAS, pursuant to AMC 10.15.030, the Police Department charges a fee to attend the traffic safety school, with revenues collected therefrom used to reimburse the City for applicable administrative costs, safe driver education efforts, and/or to provide for the training of law enforcement officers; and

WHEREAS, AMC 10.15.030 provides that the amount of said fee may be periodically amended by City Council resolution; and

WHEREAS, the City Council desires to increase the fee for attending the traffic safety school in order to reflect the City's increased costs of operating the school, including without limitation increased vendor prices;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Traffic Safety School Fee Increased. In accordance with AMC 10.15.030, the fee to attend the City's traffic safety school is hereby increased to \$135.00.

Section 2. Effective Date. This resolution shall take effect immediately upon passage.

PASSED by the City Council of the City of Algona, at its regular meeting thereof this ____ day of _____, 2024.

CITY OF ALGONA, WASHINGTON

Troy Linnell, Mayor

(SEAL)

ATTEST:

Dana Parker, City Clerk



CITY COUNCIL
AGENDA BILL # AB24-0018

City of Algona
200 Washington Blvd.
Algona, WA 98001

ITEM INFORMATION			
SUBJECT: Rental Fee Schedule	Agenda Date: March 11th, 2024		
	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator		X
	City Attorney		
	City Clerk		X
	Finance Dept		
	PW/Utilities		
	Planning Dept		
	Community Services		
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		
Timeline: 1 st review - 3/11/2024	Planning Commission		
	Civil Service Committee		
Staff Contact: Jessica Griess, City Administrator			
Attachments: Memo from Community Center Advisory Board			
<p>SUMMARY STATEMENT:</p> <p>The Community Center Advisory Board has discussed renting the shelters in the parks and reviewed the current fees for the community center. Their recommendation is in front of you for your review and discussion.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION:			
RECORD OF COUNCIL ACTION			
Meeting Date:		Action:	Vote:



**COMMUNITY CENTER ADVISORY BOARD
SHELTER RENTAL**

Wednesday, March 6th, 2024
Community Center

RECOMMENDATION

After discussion and review of other outdoor shelter rentals, we recommend the City of Algona to rent it's shelter area to the public. Shelter area is still open to the public and is first come first served unless it is reserved through the rental process.

We recommend this fee schedule:

Rental Rates:

½ Day	Algona Residents \$50 Non-Residents \$75
Full Day	Algona Residents \$75 Non- Residents \$125

½ Day rental:

9am-3:00pm ~ 3:30pm to dusk.

Full Day:

9am-dusk.

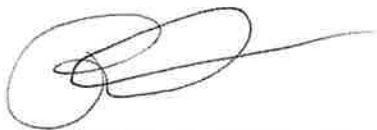
We also recommend renting the meeting rooms within the community center. These rooms include meeting room 116, meeting room,117, and game room 114 (using the divider to separate space).

We recommend this fee schedule:

Rental Space:	Rental Hourly Rate:
Meeting room 114-116-117	Resident \$15 Non-Resident \$20 Non-Profit Algona \$10 Non-Profit Non-Algona \$15

Community Center:

	Rental Hourly Rate:
Large Room	Resident \$45 Non-Resident \$50 Non-Profit \$45
Use of Kitchen (Access Only)	\$30 Flat Fee
Damage Deposit	\$250
Additional Over Run Fees	15-30 minutes ½ hour 30-60 minutes 1 hour
Cleaning Fees (If Applied)	\$60 Per Hour



Pat Goodwin, Chair

Date: 3-6-23



CITY COUNCIL

AGENDA BILL # AB24-0114

City of Algona
200 Washington Blvd.
Algona, WA 98001

ITEM INFORMATION

SUBJECT: 2024 Planning Commission Work Plan	Agenda Date: March 11th, 2024		
	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator	x	
	City Attorney		
	City Clerk		x
	Finance Dept		
	PW/Utilities		
	Planning Dept		
	Community Services		
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		
Timeline: 1 st review – 1/22/24 (joint meeting)	Planning Commission		x
2 nd review – 2/26/24	Civil Service Committee		
3 rd review – 3/11/24			
Staff Contact: Jessica Griess, City Administrator; Dana Parker, City Clerk			
Attachments: Draft 2024 Planning Commission Work Plan			
SUMMARY STATEMENT: The draft 2024 Planning Commission Work Plan for discussion tonight is put together from input gathered at the Special Joint Meeting held on January 26 th . The only thing that was left up in the air was the Wetland Mitigation Banking. In a recent conversation with our new planner Eric Jensen, the process is cumbersome and, with consideration of the current projects, it is his recommendation that the City waits until next year to begin the work. It is still on this version for Council's agreement to keep or remove it.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: Make a motion to approve the 2024 Planning Commission Work Plan.			
RECORD OF COUNCIL ACTION			
Meeting Date:	Action:	Vote:	

2024 Planning Commission Work Plan

Item	Task Description	Requests to Staff	Experts/Consultants/Staff needed	Deliverable / PC Action	Timing/Budget Notes
Comprehensive Plan	Review draft Comprehensive Plan elements	Prepare presentation	Planning	Feedback and recommendation to Council.	Ongoing, final review and recommendation due to Council by May 2024
Algona Village	Review of Conditional Use Permit	Prepare staff decision	Planning	Recommendation on application to City Council.	Pending additional submissions by developer
Wetland Mitigation Banking	Feedback on implementation of program to AMC.	Coordinate with Planning and Legal	Planning, Legal	Feedback and recommendation to Council.	Summer 2024
Broadway - Road Extension	Review the roadway extension of Broadway Blvd between Main St and Celery Ave	Prepare option and present	Public Works, Engineer, Planning	Feedback and recommendation to Council.	Fall 2024
Streetlights	Review areas where streetlights are needed.	Provide options for type of streetlights to be added to construction standards	Public Works	Feedback and recommendation to Council.	Design/Construction Standards - March 2024 Map of dark areas - April 2024
Progress Review	Review Planning Commission progress against 2024 work plan	Conduct review and present	Planning, Public Works	Provide update to Council	Quarterly basis
Misc Land Use Permits and Actions	Review of private development applications	Prepare staff decision; provide summary report	Planning, Public Works	Decision Body or Recommendation on application to City Council.	Ongoing
Misc Zoning Code Amendments	Review of private and public proposals to amend the Zoning Code.	Prepare presentation of recommended changes. Code shall incorporate changes proposed through the GMA (Task 1.1) or by the public (Task 1.4).	Planning, Legal	Initial feedback and recommendation to Council.	Ongoing
Annual Joint Meeting	Draft 2025 Work Plan	Prepare initial working draft	Planning, Public Works	Discuss and make recommendations to Council for approval.	January 2025

Draft 1/18/24