

Agenda

CITY OF GOLD BAR COUNCIL MEETING

Tuesday, March 5, 2024

7:00 PM

CITY HALL

CALL TO ORDER, FLAG SALUTE, ROLL CALL

AGENDA APPROVAL

MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS

CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)

CONTINUED BUSINESS - none

NEW BUSINESS

1. REET GRANT INTERLOCAL – DISCUSSION AND ACTION

FINAL COUNCIL COMMENTS

MINUTES APPROVAL

February 20, 2024

VOUCHER APPROVAL

CHECKS

37457 - 37489

CLAIMS

\$27,786.80

PAYROLL & TAXES

\$46,249.39

TOTAL

\$74,036.19

ADJOURNMENT

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

City of Gold Bar Council Meeting Minutes Tuesday, February 20, 2024

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Yarbrough called the meeting to order at 7:00 pm. The meeting was held in hybrid format, by Zoom and in person. Present in person were Councilmembers Lie and Martin. Staff members present in person were Chief Whalen, Public Works Director Norris, and Clerk Stowe. Councilmembers Phillips, Russell, and Sears attended via Zoom. Office Manager Beaston attended via Zoom.

AGENDA APPROVAL

Councilmember Martin moved to adopt the agenda as presented and with a second by both Councilmembers Sears and Russell, the motion carried.

MAYOR'S REPORT

Mayor Yarbrough talked about an outdoor athletic facility grant the city is looking at, an upcoming Department of Emergency Management meeting for senior officials, and community volunteer awards. Curtis Kimble was awarded a certificate for work on the Wayside Chapel.

STAFF REPORT

Chief Whalen talked about the motor unit for traffic control, that twenty infractions were written in a two-hour period on Croft Avenue, a new program for crisis co-responders, and the current crisis co-responder that will have two nights a week in Sultan. Councilmember Lie asked about Index Galena Road and there was brief discussion.

Director Norris has been asked for a letter in support of a new roundabout in Sultan. The consensus of the Council was to approve this letter. Director Norris said staff have been using the new streetsweeper and it is working well. He also talked about the new federal requirement for doing an inventory on water system lines. This will be a huge project and residents may have city staff coming to their homes to ask about pipes. Councilmember Russell said he has heard compliments about the streetsweeper and how easy city staff are to work with.

COUNCIL COMMENTS

Councilmember Sears is excited to see how the new program with crisis responders goes.

Councilmember Lie talked about Snohomish County Tomorrow meeting changes and that the upcoming meeting will be addressing Sound Transit and a growth monitoring report. He also talked about Wallace Falls and parking during construction.

Councilmember Martin talked about cold weather shelters in Monroe, using community transit to reach them, and that they are available until March.

Councilmember Russell attended a recent Block Watch meeting.

Councilmember Phillips asked about issues with water pressure. There was discussion about high pressure valves, what triggers them, and an upcoming test. He asked her to call him if there if the issue happens again.

CITIZEN COMMENTS

Clerk Stowe reviewed the public comment process.

Curtis Kimble talked about the Block Watch group and plans they hope to accomplish. He also said they are applying for non-profit status. Councilmember Lie asked if the meetings could be live on social media or in real time and Mr. Kimble said he would make sure that happened. Mr. Kimble talked about donations for holiday gifts. Councilmember Martin reminded him that the fire department also does this, and Mayor Yarbrough reminded him that the Sheriff's Department and the organization Sky Valley Strong do the same.

Mayor Yarbrough presented Mr. Kimble with his community award certificate.

PUBLIC HEARING

Clerk Stowe called the public hearing to order at 7:35 pm and reviewed the process for the hearing. No councilmember had any reason to be recused from the meeting, no ex parte issues, and no appearance of fairness issues. The applicable agenda was review of the comprehensive plan draft.

Comments from Councilmember Lie were reviewed. There were comments from Julia Palekha, Shera Ball, and Kara Bensley regarding community gathering spaces, roundabouts, crosswalks, picnic areas, and sewer systems and the impact of that on infrastructure.

Director Norris will review all comments. The current draft has gone out to agencies for review. After all comments are addressed, the final draft will be made publicly available in April and then submitted in May.

With no further discussion, Councilmember Sears moved to adjourn the public hearing. With a second by Councilmember Phillips, the motion carried and the regular agenda was returned to at 7:50 pm.

CONTINUED BUSINESS - none

NEW BUSINESS

Everett Animal Shelter Interlocal. Clerk Stowe presented the annual interlocal. Councilmember Martin moved to authorize Mayor Yarbrough to enter into the interlocal and with a second by Councilmember Sears the motion carried.

Resolution 24-01, LGIP Authorization. Clerk Stowe reviewed the Local Government Investment Pool and resolution relating to authorizing the clerk to make deposits and withdrawals. Councilmember Sears moved to adopt Resolution 24-01 as presented and with a second by Councilmember Phillips, the motion carried.

FINAL COUNCIL COMMENTS/OTHER BUSINESS

Mayor Yarbrough spoke briefly about the Department of Transportation (DOT) proposed crosswalk and there was brief discussion about the need to have DOT attend a council meeting and speak to staff directly. Councilmembers Lie, Russell, and Sears expressed concerns about the crosswalk and the need to have more details. DOT has shared plans previously.

Councilmember Martin said the Red Hats organization will be sponsoring an egg hunt and accepting donations.

Councilmember Phillips talked about the Block Watch group, and the possibility of using the council chambers for public use. Mayor Yarbrough said the chambers are available but if it is used after business hours then staff must work.

MINUTES APPROVAL

Councilmember Sears moved to approve the February 6th, 2024, minutes as presented and with a second by Councilmember Phillips, the motion carried.

VOUCHER APPROVAL

Councilmember Martin moved to approve checks numbering 37430 through 37456 with \$58,949.87 for claims and \$1,200.00 for payroll and taxes, for a grand total of \$60,149.87 and with a second by both Councilmembers Sears and Russell, the motion carried.

ADJOURNMENT

Councilmember Sears moved to adjourn the meeting and with a second by both Councilmembers Phillips and Russell the motion carried, and the meeting was adjourned at 8:02 pm.

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

CHECK REGISTER

City Of Gold Bar

Time: 08:58:53 Date: 02/28/2024

02/21/2024 To: 03/05/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
379	02/27/2024	Payroll	7	37457	Richard L Baker	4,362.66	
380	02/27/2024	Payroll	7	37458	Denise J Beaston	3,218.43	
381	02/27/2024	Payroll	7	37459	Demetria Hall-Phillips	91.24	
382	02/27/2024	Payroll	7	37460	Chuck Lie	91.24	
383	02/27/2024	Payroll	7	37461	Florence D Martin	91.24	
384	02/27/2024	Payroll	7	37462	Richard D Norris	5,156.21	
385	02/27/2024	Payroll	7	37463	Lee Russell	91.24	
386	02/27/2024	Payroll	7	37464	Jordan Sears	91.24	
387	02/27/2024	Payroll	7	37465	Timothy M Shiers	3,570.74	
388	02/27/2024	Payroll	7	37466	Arthur Stowe	2,412.23	
389	02/27/2024	Payroll	7	37467	Lisa M Stowe	4,663.46	
390	02/27/2024	Payroll	7	37468	Steven Yarbrough	912.41	
392	02/27/2024	Payroll	7	37469	Vimly Benefit Solutions AWC Employee Ben.trust	6,583.56	Pay Cycle(s) 02/27/2024 To 02/27/2024 - WDS PLAN D; Pay Cycle(s) 02/27/2024 To 02/27/2024 - Basic Life; Pay Cycle(s) 02/27/2024 To 02/27/2024 - HealthFirst; Pay Cycle(s) 02/27/2024 To 02/27/2024 - VSP
393	02/27/2024	Payroll	7	E37470	Coastal Community Bank	9,462.78	941 Deposit for Pay Cycle(s) 02/27/2024 - 02/27/2024
394	02/27/2024	Payroll	7	37471	Dept Of Retirement Systems	5,375.71	Pay Cycle(s) 02/27/2024 To 02/27/2024 - PERS 2
395	02/27/2024	Payroll	7	37472	MissionSquare	75.00	Pay Cycle(s) 02/27/2024 To 02/27/2024 - ICMA
401	03/05/2024	Claims	7	37473	AM Test, Inc.	90.00	
402	03/05/2024	Claims	7	37474	Dept Of Corrections	412.10	
403	03/05/2024	Claims	7	37475	Diamond Maps	360.00	Annual Fee
404	03/05/2024	Claims	7	37476	Dunlap Industrial Hdwre	384.08	
405	03/05/2024	Claims	7	37477	Global Industrial	2,329.92	
406	03/05/2024	Claims	7	37478	ICONIX Waterworks	508.92	
407	03/05/2024	Claims	7	37479	Charles H Myers	174.70	February 2024
408	03/05/2024	Claims	7	37480	Sno County District Court	807.23	
409	03/05/2024	Claims	7	37481	Sno County PUD	2,400.59	
410	03/05/2024	Claims	7	37482	Sno County Sheriff's Office	540.64	
411	03/05/2024	Claims	7	37483	Sound Publishing	6.88	
412	03/05/2024	Claims	7	37484	State Auditor's Office	16,970.20	
413	03/05/2024	Claims	7	37485	Verizon Wireless	262.43	
414	03/05/2024	Claims	7	37486	WA State Treasurer	1,816.32	
415	03/05/2024	Claims	7	37487	Ziply Fiber	41.67	
416	03/05/2024	Claims	7	37488	Ziply Fiber	88.18	
417	03/05/2024	Claims	7	37489	Waste Management	592.94	
						30,983.52	
001 General Government						6,172.93	
101 City Street						25,359.43	
401 Water Operating						9,703.99	
415 Stormwater Fund						1,816.32	
633 Agency Fund						74,036.19	
						27,786.80	Claims:
						46,249.39	Payroll:

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY
OF GOLD BAR FOR THE LINDA AVE PAVING PROJECT**

This INTERLOCAL AGREEMENT (the “Agreement”), is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the City of Gold Bar, a Washington municipal corporation (the “City”), collectively the “Parties,” pursuant to chapter 39.34 RCW.

RECITALS

A. Amendment #1 to the 2024 Adopted Budget, approved by Ordinance 23-120, included \$800,000 of REET II funds, collected pursuant to chapter 82.46 RCW, to be split equally between the five council districts for Council/City Partnership Projects; and

B. The County Council adopted benchmarks for Council/City Partnership Projects through Motion 23-259; and

C. Pursuant to the adopted benchmarks, the Council identified various projects for inclusion in the Council/City Partnership Projects; and

D. One of the identified Council/City projects is the City’s Linda Ave Paving (“the Project”) which will pave a 22’ wide roadway over the recently installed water main; and

E. Snohomish County has agreed to provide Fifty Thousand (\$50,000) of REET II funds (the “Funds”) in support of the Project; and

F. The City has provided the following: copy of submission form for County funds (Attachment A, attached hereto and incorporated herein by reference); proof of City ownership of the Project property (Attachment B, attached hereto and incorporated herein by this reference); relevant portions of the City’s Capital Facilities Plan (“CFP”) identifying the Project (Attachment C, attached hereto and incorporated herein by this reference); and proof of insurance if not covered by WCIA (Attachment D, attached hereto and incorporated herein by this reference); and

G. Pursuant to this Agreement, the County wishes to provide, and the City wishes to accept, the above-described Funds from the County.

AGREEMENT

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

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to chapter 39.34 RCW. The INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF GOLD BAR FOR THE LINDA AVE PAVING PROJECT

purpose and intent of this Agreement is to define the responsibilities of the County and the City as they relate to the County’s provision of the funds to the City’s Project located at Linda Ave between 6th and 8th Street, Gold Bar, WA 98251 (the “Property”).

2. Effective Date and Duration.

This Agreement shall take effect when it has been duly executed by both parties and either filed with the County Auditor or posted on the County’s Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2025, unless earlier terminated pursuant to the provisions of Section 12 below; PROVIDED HOWEVER, that each party’s obligations are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Administrators.

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

County’s Initial Administrator:

Rich Patton, Division Manager
Snohomish County Division of Parks &
Recreation
6705 Puget Park Drive
Snohomish, Washington 98296
(425) 388-6618 phone
Rich.patton@snoco.org

City’s Initial Administrator:

Steve Yarbrough, Mayor
City of Gold Bar
107 5th Street
Gold Bar, WA 98251
425-793-1101
mayor@cityofgoldbar.us

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

4. Project Performance.

4.1 Certification of Real Property Interest. The City certifies to the County that the City owns the Property, as evidenced by Exhibit B, and additional real property or easements are not needed to complete the Project.

4.2 City’s Financial Commitment. The City certifies to the County that the City will have sufficient monies to complete the Project by the Project deadline identified in Section 4.4 below and that the Project was included in the City’s CFP as evidenced by Attachment C.

4.3 Project Completion. The City shall complete the Project as detailed in Attachment

4.4 Project Deadline. On or before December 31, 2025, the City shall complete the

Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

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

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

4.5.2 The City shall invite the County to all events promoting the Project and recognize the County at all such events as a financial sponsor of the Project;

4.5.3 The City shall recognize the County as a financial sponsor in all brochures, banners, posters, and other promotional material related to the Project.

4.6 Project Maintenance. The City shall be responsible for on-going capital improvements to, and maintenance of, the Project and the Property. The County makes no commitment to support the Project or Property beyond what is provided for in this Agreement and assumes no obligation for future support of the Project or Property except as expressly set forth in this Agreement.

4.7 Availability to County Residents. The City shall make the Property available to all County residents on the same terms as it is available to residents of the City.

5. Invoicing and Payment.

5.1 Invoicing. Within thirty days of final completion of the Project or by December 30, 2025, whichever occurs first. The City shall submit to the County one invoice on City letterhead requesting disbursement of the Funds for the Project. The invoice needs to include name and address of City, name and the address of who the invoice is addressed to (the County), the date, the amount being requested for reimbursement, and the name of the project being funded. Invoices shall provide line-item detail for materials, labor and overhead. Backup documentation should include of copies of invoices paid by the City to contractors/consultants for the work performed, which covers the full amount being requested for reimbursement and proof of payment on those invoices. Additionally, providing progress photos of the site is strongly recommended with prior, during and after completion photos.

5.2 Payment. Unless the County delivers to the City written notice disputing the amount of a particular line item, within twenty (20) working days of receipt from the City of an invoice properly submitted to the County pursuant to Section 5.1, the County shall remit to the City an amount not to exceed Fifty Thousand (\$50,000). In the event the total costs of the Project are less than \$50,000, the County shall only remit those funds necessary to pay the submitted invoice in full unless otherwise disputed as provided in this Section 5.2.

5.3 Accounting. The City shall maintain a system of accounting and internal controls that complies with generally accepted accounting principles and governmental accounting and financial reporting standards and provisions concerning preservation and destruction of public documents in accordance with applicable laws, including chapter 40.14 RCW.

5.4 Recordkeeping. The City shall maintain adequate records to support billings. The records shall be maintained by the City for a period of six (6) years after completion of this Agreement. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the City relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

5.5 Audit and Repayment. The City shall return Funds disbursed to it by the County under this Agreement upon the occurrence of any of the following events:

5.5.1 If overpayments are made; or

5.5.2 If an audit of the Project by the State or the County determines that the Funds have been expended for purposes not permitted by the REET II statute, the State, the County, or this Agreement.

In the case of 5.5.1 or 5.5.2, the County shall make a written demand upon the City for repayment, and the City shall be obligated to repay to the County the Funds demanded within sixty (60) calendar days of the demand. The County's right to demand repayment from the City may be exercised as often as necessary to recoup from the City all funds required to be returned to the County.

The City is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

6. Independent Contractor.

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

7. Indemnification/Hold Harmless.

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

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH
COUNTY AND THE CITY OF GOLD BAR FOR THE
LINDA AVE PAVING PROJECT

reason of or in connection with the acquisition or use of the Property and this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of City, and City, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

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

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

9. Insurance.

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

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

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

9.3 Verification of Coverage. The City shall furnish the County with certificate(s) of insurance and endorsement(s) required as evidenced by Attachment D.

9.4 If the City is self-insured, in lieu of the insurance required in this Section 9, the City shall, upon request of the County, provide the County a letter certifying the City's self-insurance program.

10. Compliance with Laws.

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

11. Default and Remedies.

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

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

12. Early Termination.

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

12.2 Termination for Breach. In the event that the City fails to complete the Project by December 31, 2025 and/or otherwise commits a Default as described in Section 11, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all Funds previously disbursed from the County to the City for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination.

13. Dispute Resolution.

In the event differences between the Parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful or if a party waives mediation, either of the Parties may institute legal action for specific

performance of this Agreement or for damages.

14. Notices.

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

15. Miscellaneous.

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

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

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

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

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

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

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

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

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

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth under their signatures below, and effective as of the date of the last party to sign. .

County

SNOHOMISH COUNTY

City

CITY OF GOLD BAR

By _____
Snohomish County Executive Date

By _____
Title: _____ Date

Approved as to Form:

/s/ George B Marsh 2/1/2024
Deputy Prosecuting Attorney Date

Approved as to Form:

Office of the City Attorney Date

**ATTACHMENT A
SUBMISSION FORM**

SNOHOMISH COUNTY PARTNERSHIP PROJECTS

OVERVIEW: Funding is available through Snohomish County's Capital Improvement Program to provide dollars for the completion of qualifying projects in partnership with public entities. Eligible public entities include: school districts, park districts, utility districts, county and cities/towns that have a CIP. Funding is provided through the Real Estate Excise Tax 2 (REET 2) Fund and projects must comply with fund restrictions and ideally, be included in the receiving entity's adopted capital budget. Funding is subject to availability and appropriation by the County Council.

QUALIFYING PROJECTS: REET 2 may only be used for financing "capital projects" specified in the capital facilities plan. RCW 82.46.035(5) defines capital projects as:

- (a) Planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems;
- (b) Planning, construction, reconstruction, repair, rehabilitation, or improvement of parks; and
- (c) Until January 1, 2026, planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of facilities for those experiencing homelessness and affordable housing projects.

SECTION 1: CONTACT INFORMATION

<i>CITY OF GOLD BAR</i>	<i>107 5th St. Gold Bar WA</i>		
Public Entity Name	Public Entity Address		
<i>MAYOR</i>	<i>Steve Yarbrough</i>	<i>360 793 1101</i>	<i>mayor@cityofgoldbar.us</i>
Person Authorized to Approve Agreement for Funding	Contact Person Name	Contact Person Phone	Contact Person Email

SECTION 2: PROJECT INFORMATION

Program Year	Choose Year <i>2024</i>
Project Title	<i>LINDA AVE PAVING</i>
Project Location	<i>LINDA AVE BETWEEN 6th St and 8th St</i>
Project Description: <i>Brief (1-2 sentences) description of what the project will accomplish</i>	<i>LINDA AVE IS a dirt road with recently installed WATER MAIN. Project upgrade to 22' wide paved ROAD WAY.</i>
Please select the appropriate category of REET II eligible uses for your proposed project:	REET II Category
Is the project identified in the budget? <i>If your project is selected, please submit appropriate budget pages upon request</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is this project identified in a CIP? <i>If your project is selected, please submit appropriate budget pages upon request</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the land identified for the project owned by the applying entity?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is your entity in agreement with the attached template agreement for funding?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

SECTION 3: FUNDING REQUEST – The maximum amount allowed per Council District is dependent on available funding and is subject to budget approval and appropriation. Funds may only be awarded to eligible public entities in Snohomish County, Washington.

County Funds Requested	\$ <i>50,000</i>
Public Entity Match Provided	\$ <i>32,000</i>

SECTION 4: INSURANCE COVERAGE – please check the appropriate box below to indicate if your entity can obtain each type of coverage. (Waivers may be granted in some instances.) *If your project is selected, please submit your proof of insurance upon request.*

Type	Agency CAN obtain this coverage	Agency CANNOT obtain this coverage
Public Liability Insurance - \$1,000,000 personal injury and property damage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation Coverage – as required by the State of Washington	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability – Only required when providing professional services, \$1,000,000 error and omissions. <i>N/A</i>	<input type="checkbox"/>	<input type="checkbox"/>
Self-Insured – Public Entities ONLY <i>N/A</i>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION 5: FINAL QUESTIONS – HAVE YOU...

Completed all form questions	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Confirmed desired project is in the appropriate budget documents	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Confirmed desired project is in your CIP	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Reviewed the agreement template	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Confirmed Proof of Insurance	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

SECTION 6: SUBMISSION REQUIREMENTS

Please submit the form and all requested attachments to the following address by July 31st, 5 PM

Council District 5
sam.low@co.snohomish.wa.us
425-388-2577

3000 Rockefeller Avenue, M/S 609
 Everett, WA 98201-4046

ATTACHMENT B
PROOF OF OWNERSHIP



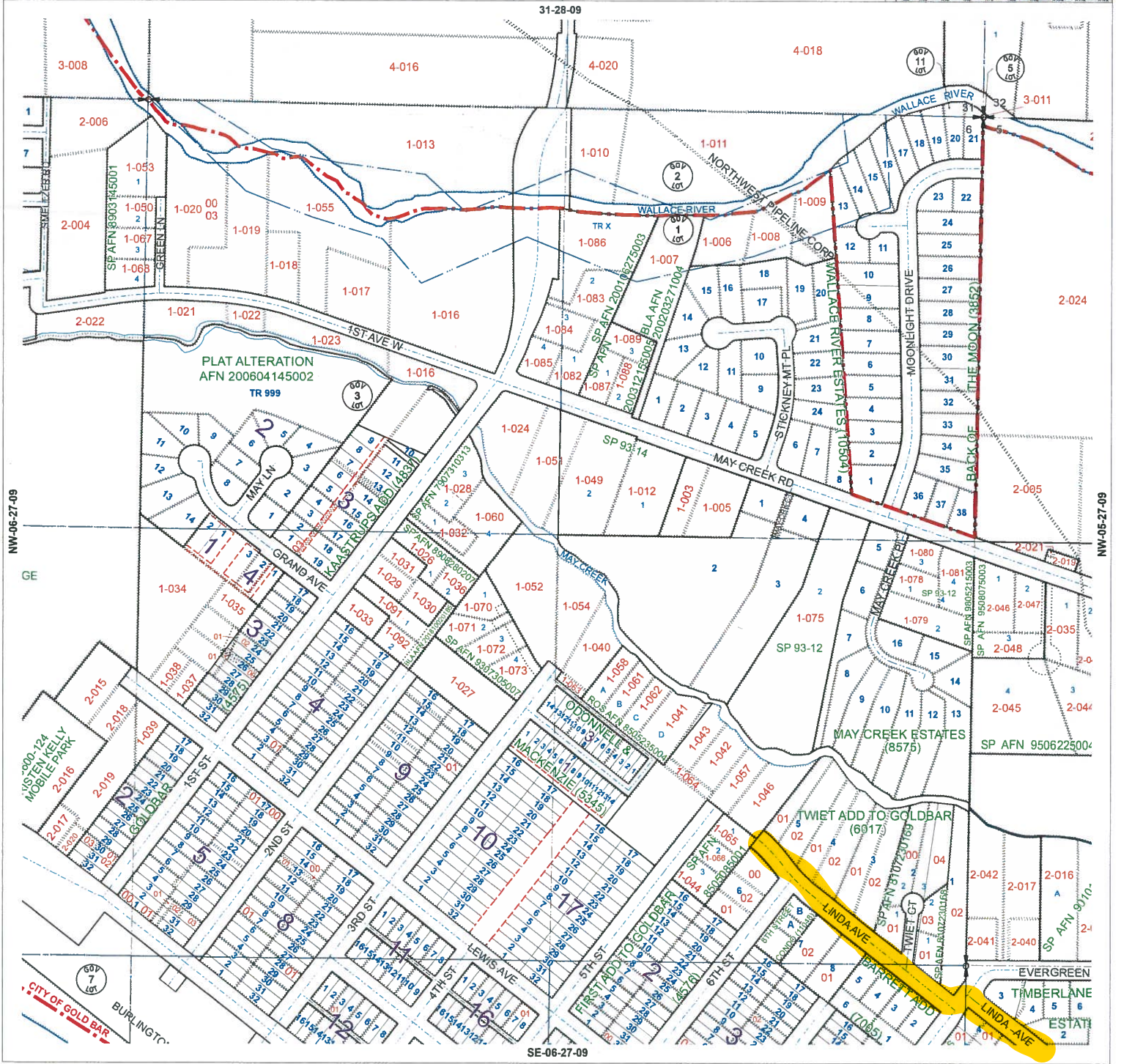
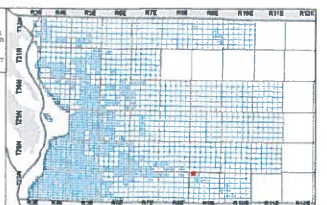
QUARTER	SECTION	TOWNSHIP N W B L	RANGE E W M
NE	6	27	9

Centerline	Lot	Block	Section	City Limits
Gov Lot	Subdiv	ROW	Quarter	Tax Acct
Major Water	Other Lot	Vac ROW	16th	Easement
Minor Water	Other Subdiv	Vac Lot		

ALL MAPS, DATA, AND INFORMATION ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT TO BE CONSIDERED AN OFFICIAL STATEMENT BY THE REPRESENTATION OF THE SNOHOMISH COUNTY ENGINEER. ANY CHANGES TO THIS MAP SHOULD BE MADE BY THE LOCAL JURISDICTION. THE ENGINEER DOES NOT WARRANT THE QUALITY OF THE DATA OR THE ACCURACY OF THE INFORMATION. ANY INFORMATION NOT SHOWN ON THIS MAP IS THE RESPONSIBILITY OF THE USER. THE ENGINEER DOES NOT WARRANT THE QUALITY OF THE DATA OR THE ACCURACY OF THE INFORMATION. ANY INFORMATION NOT SHOWN ON THIS MAP IS THE RESPONSIBILITY OF THE USER.

Map produced on January 12, 2023

A product of the Assessor's Office
Snohomish County, Washington



ATTACHMENT C CAPITAL FACILITIES PLAN



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Gold Bar

County: Snohomish

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	4	/ 2016(005) Linda Street Paving Linda Street-0335 Intersection of Sixth Street to Intersection of Ninth Street Grading and paving to provide 1211'X24' of 4" class-B asphalt travel.	WA-03806					06	G T W	0.230	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2024	CDBG			0		
Totals						0		

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	0		0	0
Totals	0	0		0	0

2024 Budget

Capital Projects Fund

Months Remaining:

1

Fund	BARS	Name	Budgeted, 2023	YTD	Estimate	2024 Estimate	2024 Adj Bdgt
	301 318.34.00	Real Estate Tax	\$ -	\$ -	\$ -	\$ -	\$ -
	318.35.00	Real Estate Tax	\$ 150,000.00	\$ 75,786.92	\$ 6,889.72	\$ 82,676.64	\$ 150,000.00
Totals			\$ 150,000.00	\$ 75,786.92	\$ 6,889.72	\$ 82,676.64	\$ 150,000.00
	542.30.31	St. Op. Suppl	\$ -	\$ -	\$ -	\$ -	
	594.76.63	Cap Exp	\$ 150,000.00	\$ 33,335.74	\$ 3,030.52	\$ 68,673.93	\$ 345,000.00 includes \$35,000 for paving Linda Ave. Includes \$18,250 for TIB matches
Totals			\$ 150,000.00	\$ 33,335.74	\$ 3,030.52	\$ 68,673.93	\$ 345,000.00
Difference	\$ (195,000.00)						

195000 for street sweeper using beg. Funds

2024 Budget Ordinance #774 Attachment A

Fund Description	Estimated Beg. Bal.	Revenue	Transfers In	Total Revenue	Expenditures	Transfers Out	Total Expenditures	Estimated Ending Balance
001 - General	\$ 982,367.53	\$ 1,026,460.00	\$ -	\$ 2,008,827.53	\$ 962,460.00	\$ 64,000.00	\$ 1,026,460.00	\$ 982,367.53
101 - Street	\$ 51,819.88	\$ 47,700.00	\$ 64,000.00	\$ 163,519.88	\$ 111,700.00	\$ -	\$ 111,700.00	\$ 51,819.88
103 - Park Impact	\$ 19,768.23	\$ 7,748.00	\$ -	\$ 27,516.23	\$ 7,748.00	\$ -	\$ 7,748.00	\$ 19,768.23
104 - Street Impact	\$ 8,575.00	\$ 3,000.00	\$ -	\$ 11,575.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 8,575.00
301 - Capital Projects	\$ 670,352.24	\$ 345,000.00	\$ -	\$ 1,015,352.24	\$ 345,000.00	\$ -	\$ 345,000.00	\$ 670,352.24
302 - Grants	\$ (31,634.13)	\$ 404,650.00	\$ -	\$ 373,015.87	\$ 404,650.00	\$ -	\$ 404,650.00	\$ (31,634.13)
401 - Water	\$ 767,379.64	\$ 552,000.00	\$ -	\$ 1,319,379.64	\$ 552,000.00	\$ -	\$ 552,000.00	\$ 767,379.64
403 - Water Capital	\$ 1,804,767.53	\$ 907,200.00	\$ -	\$ 2,711,967.53	\$ 533,200.00	\$ 374,000.00	\$ 907,200.00	\$ 1,804,767.53
404 - USDA Reserve	\$ 74,359.64	\$ -	\$ -	\$ 74,359.64	\$ -	\$ -	\$ -	\$ 74,359.64
405 - Water Emergency Reserve	\$ 85,000.00	\$ -	\$ -	\$ 85,000.00	\$ -	\$ -	\$ -	\$ 85,000.00
407 - Water Debt	\$ 4,921.08	\$ -	\$ 374,000.00	\$ 378,921.08	\$ 374,000.00	\$ -	\$ 374,000.00	\$ 4,921.08
415 - Stormwater	\$ 181,544.21	\$ 145,900.00	\$ -	\$ 327,444.21	\$ 145,900.00	\$ -	\$ 145,900.00	\$ 181,544.21
633 - Agency	\$ 4,522.96	\$ 34,000.00	\$ -	\$ 38,522.96	\$ 34,000.00	\$ -	\$ 34,000.00	\$ 4,522.96
Total Proposed 2024 Budget	\$ 4,623,743.82	\$ 3,473,658.00	\$ 438,000.00	\$ 8,535,401.82	\$ 3,473,658.00	\$ 438,000.00	\$ 3,911,658.00	\$ 4,623,743.81



ATTACHMENT D
PROOF OF INSURANCE

Certificate of Coverage

Certificate holder: City of Gold Bar 107 5 th St. Gold Bar, WA	Policy number: None Term of certificate: 1/1/2024 – 1/1/2025 Annual re-issue: Yes
---	--

RE: Insurance Coverage

Please be advised that the **City of Gold Bar** 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: <<Member name>>

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY
OF GOLD BAR FOR THE LINDA AVE PAVING PROJECT**

This INTERLOCAL AGREEMENT (the “Agreement”), is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the City of Gold Bar, a Washington municipal corporation (the “City”), collectively the “Parties,” pursuant to chapter 39.34 RCW.

RECITALS

A. Amendment #1 to the 2024 Adopted Budget, approved by Ordinance 23-120, included \$800,000 of REET II funds, collected pursuant to chapter 82.46 RCW, to be split equally between the five council districts for Council/City Partnership Projects; and

B. The County Council adopted benchmarks for Council/City Partnership Projects through Motion 23-259; and

C. Pursuant to the adopted benchmarks, the Council identified various projects for inclusion in the Council/City Partnership Projects; and

D. One of the identified Council/City projects is the City’s Linda Ave Paving (“the Project”) which will pave a 22’ wide roadway over the recently installed water main; and

E. Snohomish County has agreed to provide Fifty Thousand (\$50,000) of REET II funds (the “Funds”) in support of the Project; and

F. The City has provided the following: copy of submission form for County funds (Attachment A, attached hereto and incorporated herein by reference); proof of City ownership of the Project property (Attachment B, attached hereto and incorporated herein by this reference); relevant portions of the City’s Capital Facilities Plan (“CFP”) identifying the Project (Attachment C, attached hereto and incorporated herein by this reference); and proof of insurance if not covered by WCIA (Attachment D, attached hereto and incorporated herein by this reference); and

G. Pursuant to this Agreement, the County wishes to provide, and the City wishes to accept, the above-described Funds from the County.

AGREEMENT

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

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to chapter 39.34 RCW. The INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF GOLD BAR FOR THE LINDA AVE PAVING PROJECT

purpose and intent of this Agreement is to define the responsibilities of the County and the City as they relate to the County’s provision of the funds to the City’s Project located at Linda Ave between 6th and 8th Street, Gold Bar, WA 98251 (the “Property”).

2. Effective Date and Duration.

This Agreement shall take effect when it has been duly executed by both parties and either filed with the County Auditor or posted on the County’s Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2025, unless earlier terminated pursuant to the provisions of Section 12 below; PROVIDED HOWEVER, that each party’s obligations are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Administrators.

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

County’s Initial Administrator:

Rich Patton, Division Manager
Snohomish County Division of Parks &
Recreation
6705 Puget Park Drive
Snohomish, Washington 98296
(425) 388-6618 phone
Rich.patton@snoco.org

City’s Initial Administrator:

Steve Yarbrough, Mayor
City of Gold Bar
107 5th Street
Gold Bar, WA 98251
425-793-1101
mayor@cityofgoldbar.us

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

4. Project Performance.

4.1 Certification of Real Property Interest. The City certifies to the County that the City owns the Property, as evidenced by Exhibit B, and additional real property or easements are not needed to complete the Project.

4.2 City’s Financial Commitment. The City certifies to the County that the City will have sufficient monies to complete the Project by the Project deadline identified in Section 4.4 below and that the Project was included in the City’s CFP as evidenced by Attachment C.

4.3 Project Completion. The City shall complete the Project as detailed in Attachment

4.4 Project Deadline. On or before December 31, 2025, the City shall complete the

Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

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

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

4.5.2 The City shall invite the County to all events promoting the Project and recognize the County at all such events as a financial sponsor of the Project;

4.5.3 The City shall recognize the County as a financial sponsor in all brochures, banners, posters, and other promotional material related to the Project.

4.6 Project Maintenance. The City shall be responsible for on-going capital improvements to, and maintenance of, the Project and the Property. The County makes no commitment to support the Project or Property beyond what is provided for in this Agreement and assumes no obligation for future support of the Project or Property except as expressly set forth in this Agreement.

4.7 Availability to County Residents. The City shall make the Property available to all County residents on the same terms as it is available to residents of the City.

5. Invoicing and Payment.

5.1 Invoicing. Within thirty days of final completion of the Project or by December 30, 2025, whichever occurs first. The City shall submit to the County one invoice on City letterhead requesting disbursement of the Funds for the Project. The invoice needs to include name and address of City, name and the address of who the invoice is addressed to (the County), the date, the amount being requested for reimbursement, and the name of the project being funded. Invoices shall provide line-item detail for materials, labor and overhead. Backup documentation should include of copies of invoices paid by the City to contractors/consultants for the work performed, which covers the full amount being requested for reimbursement and proof of payment on those invoices. Additionally, providing progress photos of the site is strongly recommended with prior, during and after completion photos.

5.2 Payment. Unless the County delivers to the City written notice disputing the amount of a particular line item, within twenty (20) working days of receipt from the City of an invoice properly submitted to the County pursuant to Section 5.1, the County shall remit to the City an amount not to exceed Fifty Thousand (\$50,000). In the event the total costs of the Project are less than \$50,000, the County shall only remit those funds necessary to pay the submitted invoice in full unless otherwise disputed as provided in this Section 5.2.

5.3 Accounting. The City shall maintain a system of accounting and internal controls that complies with generally accepted accounting principles and governmental accounting and financial reporting standards and provisions concerning preservation and destruction of public documents in accordance with applicable laws, including chapter 40.14 RCW.

5.4 Recordkeeping. The City shall maintain adequate records to support billings. The records shall be maintained by the City for a period of six (6) years after completion of this Agreement. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the City relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

5.5 Audit and Repayment. The City shall return Funds disbursed to it by the County under this Agreement upon the occurrence of any of the following events:

5.5.1 If overpayments are made; or

5.5.2 If an audit of the Project by the State or the County determines that the Funds have been expended for purposes not permitted by the REET II statute, the State, the County, or this Agreement.

In the case of 5.5.1 or 5.5.2, the County shall make a written demand upon the City for repayment, and the City shall be obligated to repay to the County the Funds demanded within sixty (60) calendar days of the demand. The County's right to demand repayment from the City may be exercised as often as necessary to recoup from the City all funds required to be returned to the County.

The City is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

6. Independent Contractor.

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

7. Indemnification/Hold Harmless.

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

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH
COUNTY AND THE CITY OF GOLD BAR FOR THE
LINDA AVE PAVING PROJECT

reason of or in connection with the acquisition or use of the Property and this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of City, and City, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

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

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

9. Insurance.

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

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

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

9.3 Verification of Coverage. The City shall furnish the County with certificate(s) of insurance and endorsement(s) required as evidenced by Attachment D.

9.4 If the City is self-insured, in lieu of the insurance required in this Section 9, the City shall, upon request of the County, provide the County a letter certifying the City's self-insurance program.

10. Compliance with Laws.

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

11. Default and Remedies.

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

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

12. Early Termination.

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

12.2 Termination for Breach. In the event that the City fails to complete the Project by December 31, 2025 and/or otherwise commits a Default as described in Section 11, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all Funds previously disbursed from the County to the City for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination.

13. Dispute Resolution.

In the event differences between the Parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful or if a party waives mediation, either of the Parties may institute legal action for specific

performance of this Agreement or for damages.

14. Notices.

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

15. Miscellaneous.

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

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

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

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

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

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

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

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

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

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth under their signatures below, and effective as of the date of the last party to sign. .

County

SNOHOMISH COUNTY

City

CITY OF GOLD BAR

By _____
Snohomish County Executive Date

By _____
Title: _____ Date

Approved as to Form:

/s/ George B Marsh 2/1/2024
Deputy Prosecuting Attorney Date

Approved as to Form:

Office of the City Attorney Date

**ATTACHMENT A
SUBMISSION FORM**

SNOHOMISH COUNTY PARTNERSHIP PROJECTS

OVERVIEW: Funding is available through Snohomish County's Capital Improvement Program to provide dollars for the completion of qualifying projects in partnership with public entities. Eligible public entities include: school districts, park districts, utility districts, county and cities/towns that have a CIP. Funding is provided through the Real Estate Excise Tax 2 (REET 2) Fund and projects must comply with fund restrictions and ideally, be included in the receiving entity's adopted capital budget. Funding is subject to availability and appropriation by the County Council.

QUALIFYING PROJECTS: REET 2 may only be used for financing "capital projects" specified in the capital facilities plan. RCW 82.46.035(5) defines capital projects as:

- (a) Planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems;
- (b) Planning, construction, reconstruction, repair, rehabilitation, or improvement of parks; and
- (c) Until January 1, 2026, planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of facilities for those experiencing homelessness and affordable housing projects.

SECTION 1: CONTACT INFORMATION

<i>CITY OF GOLD BAR</i>	<i>107 5th St. Gold Bar WA</i>		
Public Entity Name	Public Entity Address		
<i>MAYOR</i>	<i>Steve Yarbrough</i>	<i>360 793 1101</i>	<i>mayor@cityofgoldbar.us</i>
Person Authorized to Approve Agreement for Funding	Contact Person Name	Contact Person Phone	Contact Person Email

SECTION 2: PROJECT INFORMATION

Program Year	Choose Year <i>2024</i>
Project Title	<i>LINDA AVE PAVING</i>
Project Location	<i>LINDA AVE BETWEEN 6th St and 8th St</i>
Project Description: <i>Brief (1-2 sentences) description of what the project will accomplish</i>	<i>LINDA AVE IS a dirt road with recently installed WATER MAIN. Project upgrade to 22' wide paved ROAD WAY.</i>
Please select the appropriate category of REET II eligible uses for your proposed project:	Reet II Category
Is the project identified in the budget? <i>If your project is selected, please submit appropriate budget pages upon request</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is this project identified in a CIP? <i>If your project is selected, please submit appropriate budget pages upon request</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the land identified for the project owned by the applying entity?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is your entity in agreement with the attached template agreement for funding?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

SECTION 3: FUNDING REQUEST – The maximum amount allowed per Council District is dependent on available funding and is subject to budget approval and appropriation. Funds may only be awarded to eligible public entities in Snohomish County, Washington.

County Funds Requested	\$ <i>50,000</i>
Public Entity Match Provided	\$ <i>32,000</i>

SECTION 4: INSURANCE COVERAGE – please check the appropriate box below to indicate if your entity can obtain each type of coverage. (Waivers may be granted in some instances.) *If your project is selected, please submit your proof of insurance upon request.*

Type	Agency CAN obtain this coverage	Agency CANNOT obtain this coverage
Public Liability Insurance - \$1,000,000 personal injury and property damage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation Coverage – as required by the State of Washington	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability – Only required when providing professional services, \$1,000,000 error and omissions. <i>N/A</i>	<input type="checkbox"/>	<input type="checkbox"/>
Self-Insured – Public Entities ONLY <i>N/A</i>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION 5: FINAL QUESTIONS – HAVE YOU...

Completed all form questions	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Confirmed desired project is in the appropriate budget documents	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Confirmed desired project is in your CIP	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Reviewed the agreement template	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Confirmed Proof of Insurance	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

SECTION 6: SUBMISSION REQUIREMENTS

Please submit the form and all requested attachments to the following address by July 31st, 5 PM

Council District 5
sam.low@co.snohomish.wa.us
425-388-2577

3000 Rockefeller Avenue, M/S 609
 Everett, WA 98201-4046

ATTACHMENT B
PROOF OF OWNERSHIP



ATTACHMENT C CAPITAL FACILITIES PLAN



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Gold Bar

County: Snohomish

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	4	/ 2016(005) Linda Street Paving Linda Street-0335 Intersection of Sixth Street to Intersection of Ninth Street Grading and paving to provide 1211'X24' of 4" class-B asphalt travel.	WA-03806					06	G T W	0.230	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2024	CDBG			0		
Totals						0		

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	0		0	0
Totals	0	0		0	0

2024 Budget

Capital Projects Fund

Months Remaining:

1

Fund	BARS	Name	Budgeted, 2023	YTD	Estimate	2024 Estimate	2024 Adj Bdgt
	301 318.34.00	Real Estate Tax	\$ -	\$ -	\$ -	\$ -	\$ -
	318.35.00	Real Estate Tax	\$ 150,000.00	\$ 75,786.92	\$ 6,889.72	\$ 82,676.64	\$ 150,000.00
Totals			\$ 150,000.00	\$ 75,786.92	\$ 6,889.72	\$ 82,676.64	\$ 150,000.00
	542.30.31	St. Op. Suppl	\$ -	\$ -	\$ -	\$ -	
	594.76.63	Cap Exp	\$ 150,000.00	\$ 33,335.74	\$ 3,030.52	\$ 68,673.93	\$ 345,000.00 includes \$35,000 for paving Linda Ave. Includes \$18,250 for TIB matches
Totals			\$ 150,000.00	\$ 33,335.74	\$ 3,030.52	\$ 68,673.93	\$ 345,000.00
Difference	\$ (195,000.00)						

195000 for street sweeper using beg. Funds

2024 Budget Ordinance #774 Attachment A

Fund Description	Estimated Beg. Bal.	Revenue	Transfers In	Total Revenue	Expenditures	Transfers Out	Total Expenditures	Estimated Ending Balance
001 - General	\$ 982,367.53	\$ 1,026,460.00	\$ -	\$ 2,008,827.53	\$ 962,460.00	\$ 64,000.00	\$ 1,026,460.00	\$ 982,367.53
101 - Street	\$ 51,819.88	\$ 47,700.00	\$ 64,000.00	\$ 163,519.88	\$ 111,700.00	\$ -	\$ 111,700.00	\$ 51,819.88
103 - Park Impact	\$ 19,768.23	\$ 7,748.00	\$ -	\$ 27,516.23	\$ 7,748.00	\$ -	\$ 7,748.00	\$ 19,768.23
104 - Street Impact	\$ 8,575.00	\$ 3,000.00	\$ -	\$ 11,575.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 8,575.00
301 - Capital Projects	\$ 670,352.24	\$ 345,000.00	\$ -	\$ 1,015,352.24	\$ 345,000.00	\$ -	\$ 345,000.00	\$ 670,352.24
302 - Grants	\$ (31,634.13)	\$ 404,650.00	\$ -	\$ 373,015.87	\$ 404,650.00	\$ -	\$ 404,650.00	\$ (31,634.13)
401 - Water	\$ 767,379.64	\$ 552,000.00	\$ -	\$ 1,319,379.64	\$ 552,000.00	\$ -	\$ 552,000.00	\$ 767,379.64
403 - Water Capital	\$ 1,804,767.53	\$ 907,200.00	\$ -	\$ 2,711,967.53	\$ 533,200.00	\$ 374,000.00	\$ 907,200.00	\$ 1,804,767.53
404 - USDA Reserve	\$ 74,359.64	\$ -	\$ -	\$ 74,359.64	\$ -	\$ -	\$ -	\$ 74,359.64
405 - Water Emergency Reserve	\$ 85,000.00	\$ -	\$ -	\$ 85,000.00	\$ -	\$ -	\$ -	\$ 85,000.00
407 - Water Debt	\$ 4,921.08	\$ -	\$ 374,000.00	\$ 378,921.08	\$ 374,000.00	\$ -	\$ 374,000.00	\$ 4,921.08
415 - Stormwater	\$ 181,544.21	\$ 145,900.00	\$ -	\$ 327,444.21	\$ 145,900.00	\$ -	\$ 145,900.00	\$ 181,544.21
633 - Agency	\$ 4,522.96	\$ 34,000.00	\$ -	\$ 38,522.96	\$ 34,000.00	\$ -	\$ 34,000.00	\$ 4,522.96
Total Proposed 2024 Budget	\$ 4,623,743.82	\$ 3,473,658.00	\$ 438,000.00	\$ 8,535,401.82	\$ 3,473,658.00	\$ 438,000.00	\$ 3,911,658.00	\$ 4,623,743.81



ATTACHMENT D
PROOF OF INSURANCE

Certificate of Coverage

Certificate holder: City of Gold Bar 107 5 th St. Gold Bar, WA	Policy number: None Term of certificate: 1/1/2024 – 1/1/2025 Annual re-issue: Yes
---	--

RE: Insurance Coverage

Please be advised that the **City of Gold Bar** 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: <<Member name>>