

MONROE CITY COUNCIL

Regular Business Meeting
April 12, 2016, 7:00 P.M.

Council Chambers, City Hall
806 W Main Street, Monroe, WA 98272

AGENDA

Call To Order

Roll Call

Pledge Of Allegiance

1. Councilmember Kamp

Announcements And Presentations

1. Presentation: Monroe Boys & Girls Club – Request for HVAC Replacement Assistance

Documents: [20160412 AP1 Monroe BGC.pdf](#)

Comments From Citizens

[This time is set aside for members of the audience to speak to the City Council on any issue related to the City of Monroe; except any quasi-judicial matter subject to a public hearing. **Please sign in prior to the meeting; testimony is limited to 5 minutes per speaker.**]

Executive Session

1. Pricing of Property [RCW 42.30.110(1)(c)] (10 minutes)

Consent Agenda

1. Approval of the Minutes; April 5, 2016, Regular Business Meeting

Documents: [20160412 CA1 MCC Minutes 20160405.pdf](#)

2. Approval of Payroll Warrants and ACH Payments

Documents: [20160412 CA2 AAA FORM PAYROLL WARR APPROVAL.pdf](#)

3. AB16-045: Authorize Mayor to Sign Amendment No. 1 to Advanced Metering Infrastructure System Contract with Ferguson Enterprises Inc.

Documents: [AB16-045_Amend AMI Contract.pdf](#)

Final Action

1. AB16-046: Resolution No. 004/2016, Growth Management Hearing Board (GMHB) Compliance for East Monroe

Documents: [AB16-046_RES 004 2016_GMHB Compliance_East Monroe.pdf](#)

2. AB16-047: Approval of Installation of Downtown Monroe Area Decorative Lighting

Documents: [AB16-047_DecorativeLighting.pdf](#)

3. AB16-048: Rescission of AB16-028, Accepting Grant Funds and Authorizing Signature of Associated Documents

Documents: [AB16-048_Rescission_AB16-028.pdf](#)

Councilmember Reports

1. City Council Legislative Affairs Committee
2. Community Transit Board of Directors Meeting (Councilmember Cudaback)
3. Snohomish Health District Board of Directors (Councilmember Rasmussen)

Documents: [20160412 CR3 BOHPacket041216.pdf](#)

Staff/ Department Reports

1. Finance Report

Documents: [20160412 SR1 March Revenue_Expenditure Report.pdf](#)

2. Public Works Report

Documents: [20160412 SR2 PWReport.pdf](#)

Mayor/ Administrative Reports

1. Monroe This Week (April 8, 2016, Edition No. 14)

Documents: [20160412 MR1 Monroe This Week Edition 14.pdf](#)

2. Draft Agenda for April 19, 2016, Regular Business Meeting

Executive Session

If needed.

Adjournment

Majority vote to extend past 10:00 p.m.

THE CITY COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA

Accommodations for people with disabilities will be provided upon request. Please call City Hall at 360-794-7400. Please allow one-week advance notice.

From: Marci Volmer [<mailto:mvolmer@bgcsc.org>]
Sent: Thursday, March 10, 2016 2:08 PM
To: Gene Brazel
Subject: Monroe Boys & Girls Club Furnace

Hi Gene-

It was nice to see you last night at the EvCC advisory board meeting! I wanted to pull you aside and talk to you about this, but it didn't seem like the time or place.

Attached to this email is an estimate from Evergreen Heating & AC to replace the two main furnaces at the Monroe Boys & Girls Club. I know that you are very familiar with the facility! They are 20 years old this year. It is a twin furnace system and one of the units is completely dead. The second unit is also on its way out, due to the fact that it is both old and has been pulling double duty.

As tenants in the city owned building, we are aware that we are responsible for any repairs and replacements, including HVAC systems, as stated in section one of the covenants in our lease agreement. That being said, I would not be doing my job if I didn't at least approach you about this issue. In Snohomish, we have a similar lease with the City of Snohomish and had a similar issue come up last year. We were able to work together and the City paid half of the replacement cost.

I am sending you this email today in hopes that we may be able to sit down with you and discuss our options, if there are any! We are very grateful to the City of Monroe and value our long standing relationship very much. Please let me know if this is something you are open to discussing.

Thanks Gene!

--



BOYS & GIRLS CLUBS
OF SNOHOMISH COUNTY

Marci Volmer, Area Director
Snohomish Unit
402 2nd Street
Snohomish, Wa. 98290
(T) 360-568-7760
www.bgcsc.org

GREAT FUTURES START HERE.

TO SUPPORT OUR CLUBS CLICK [HERE](#).



Evergreen State
Heat & AC

A Division of Evergreen State Sheet Metal, Inc.

Boys and Girls Clubs of Snohomish County
9502 19th Ave. SE, Suite F
Everett, WA. 98208

February 12th, 2016
Attn: Dave Low
425-344-3095

Change out gas furnace at: Monroe Club

Equipment: 2 Trane M#TUH2D120A960VA 90%+% 120Btuh's natural gas furnaces

Installation of the above to include the following:

- Permit (estimated at \$160) and inspections
- Demolition of existing units
- Fabricate hangers/seismic restraints as needed
- Install twinning kit
- Remove from Allerton controls and add thermostat
- Reuse existing power wiring
- Start- up & test

Time & materials to complete the above not to exceed: \$10,340.00 plus tax.

The above price is what this system normally costs. Deduct \$1,000 from the above for donation to Boys and Girls Club.

Notes: the existing system has 1996 furnace- one needs extensive repairs. They do not make a replacement that will work with them "twinned" (the space is too large for a single gas furnace) requiring replacing both systems. The above includes a \$150 permit acquisition fee. Unit is based on existing sizing.

Exclusions: If electrical requires extending or code issues a commercial electrician will be brought in and billed separately. Any items found that don't meet current codes.

Mark Payne
Evergreen State Heat & A/C
2120 Pacific
Everett, WA. 98201
425-252-3114

This proposal is subject to your acceptance within thirty (30) days and when accepted will constitute a contract between us.

Accepted: _____

Respectfully submitted,

EVERGREEN STATE HEAT & AC

CALL TO ORDER, ROLL CALL AND PLEDGE

The April 5, 2016, Regular Business Meeting of the Monroe City Council was called to order by Mayor Thomas at 7:03 p.m.; Council Chambers, City Hall.

Councilmembers present: Cudaback, Davis, Gamble, Hanford, Kamp¹, Rasmussen, and Scarboro.

Staff members present: Brazel, Farrell, Feilberg, Nelson, Osaki, Quenzer, Smoot, and Warthan; and City Attorney Lell.

The Pledge of Allegiance was led by Councilmember Rasmussen.

ANNOUNCEMENTS/PRESENTATIONS

1. Presentation: Fire District Merger

Fire Chief Jamie Silva, Monroe Fire District No 3, and Fire Chief Gary Meek, Snohomish Fire District No. 7, presented information on the merger of Fire District Nos 3 and 7, including: Fire District No. 3 service area, services, call volumes – on the rise, budget (revenues and expenditures), priorities (maintaining emergency service levels), partnership with Fire District No. 7, board meetings, map of merged Fire District, merger benefits, approval pending August 2016 election, and contact information.

General discussion ensued regarding the new Fire District service area, name, and merger cost efficiencies/savings.

Councilmember Kamp requested a brief recess. Mayor Thomas stated the meeting would recess for approximately four minutes.

The meeting recessed at 7:21 p.m. and reconvened at 7:25 p.m.

COMMENTS FROM CITIZENS

The following persons spoke regarding bollards in an easement near his residential property: Mr. Barry Bunnell.

EXECUTIVE SESSION²

1. Pricing of Property [RCW 42.30.110(1)(c)] (10 minutes)

Mayor Thomas stated the Council would recess into an executive session for approximately 5 minutes to discuss the Pricing of Property [RCW 42.30.110(1)(c)]; and read the appropriate citation into the record.

The meeting recessed into executive session at 7:32 p.m. and reconvened at 7:39 p.m.

¹ CLERK'S NOTE: Councilmember Kamp arrived at approximately 7:11 p.m. during Announcements/Presentations.

² CLERK'S NOTE: Item addressed out of order on the agenda at the time of the meeting.

CONSENT AGENDA

1. Approval of the Minutes; March 22, 2016, Regular Business Meeting
2. Approval of AP Checks and ACH Payments
3. AB16-038: Release Retainage for the West Main Street Sewer Separation Project
4. AB16-039: Award Bid and Authorize the Mayor to Sign Contract with Thomco Construction, Inc. for Woods Creek Road Phase I Project
5. AB16-040: Authorize Mayor to Sign First Amendment to Interlocal Agreement for Special Weapons and Tactics (SWAT)/Crisis Negotiation Team (CNT) Services

Councilmember Hanford moved to approve the Consent Agenda; the motion was seconded by Councilmember Kamp. On vote,
Motion carried (7-0).

UNFINISHED BUSINESS

1. AB16-041: Discussion: Fireworks Regulations [MMC 9.26]

Police Chief Tim Quenzer provided background information on AB16-041, fireworks regulations, and HB2348. Fire Chief Silva introduced Fire Marshall Mike Fitzgerald who provided fireworks related call data and recommendations regarding potential updates to MMC 9.26.

General discussion ensued regarding fire call data, related injuries, time frame for code amendments to become effective, Snohomish County restrictions, potential restrictions during extreme weather/drought, enforcement, timeframe for summer firework sales, and general Council consensus of requested amendments. Mayor Thomas stated that an ordinance amending the summer fireworks sales timeframe will be forthcoming to Council, prior to July 2016.

NEW BUSINESS

1. AB16-042: Authorize Mayor to Sign Consultant Agreement with BDS Planning & Urban Design for Main Street Program RFP

Mr. Dave Osaki, Community Development Director, provided background information on AB16-042 and the proposed consultant agreement with BDS Planning & Urban Design for the Main Street program.

Councilmember Kamp moved to authorize the Mayor to sign the Consultant Agreement with BDS Planning & Urban Design for the Main Street Program RFP; and expressly authorize any further minor revisions as deemed necessary or appropriate; the motion was seconded by Councilmember Rasmussen.

Councilmember Cudaback commented on the Scope of Work.

On vote,

Motion carried (7-0).

2. ~~AB16-043~~: Discussion: Tract 999, North Kelsey Village Monroe (*verbal report only*)

Mayor Thomas noted this item was pulled from the agenda and would be addressed at a later date.

FINAL ACTION

1. AB16-044: Ordinance No. 002/2016, Amending MMC 20.12, Transportation Impact Fees; First and Final Reading

Mr. Feilberg provided background information on AB16-044, and the proposed ordinance amending Monroe Municipal Code 20.12, Transportation impact fees, amending the definition of development activity. Mr. Feilberg noted the emergency and interim nature of the proposed ordinance.

Councilmember Hanford moved to waive Council Rules of Procedure requiring two readings of ordinances; the motion was seconded by Councilmember Gamble. On vote,

Motion carried (7-0).

Councilmember Hanford moved to adopt Ordinance No. 002/2016, an ordinance of the City of Monroe, Washington, amending Chapter 20.12 MMC, Transportation Impact Fees; clarifying the applicability of transportation impact fees to development activity involving changes of use; providing for severability; and establishing an effective date; the motion was seconded by Councilmember Gamble. On vote,

Motion carried (7-0).

COUNCILMEMBER REPORTS

1. City Council Finance & Human Resources Committee (Councilmember Gamble)

Councilmember Gamble reported on the items discussed at the April 5, 2016, City Council Finance and Human Resources Meeting, including: the 2016 Committee Work Plan, and Strategic Financial Planning.

2. Snohomish County Tomorrow Steering Committee (Councilmember Kamp)

Councilmember Kamp noted he was ill and not able to attend the last meeting of the Steering Committee.

3. Individual Reports

Councilmember Gamble commented on Sky Valley Little League, City parks/ball fields, and requested the Mayor and staff look into creating 'ball return' devices for the ballfields at Sky Valley and Lake Tye Park.

Councilmember Kamp thanked staff for adding handrails in the Council Chambers, and requested the Mayor and staff look into the cost to replace chairs in the Council Chambers.

Councilmember Rasmussen commented on the Monroe Egg Hunt held Easter weekend, the upcoming Lake Tye Skate Park Groundbreaking Event (Thursday, April 7, 2016, 4:30 p.m.), and the upcoming Snohomish Health District Board of Health Meeting.

Councilmember Hanford commented on his absence from the March 22, 2016, Council Meeting and review of the meeting audio.

STAFF/DEPARTMENT REPORTS

Mr. Mike Farrell, Parks and Recreation Director, reported on the following items: Skate Park Groundbreaking Event, forthcoming tourism grant application for TriMonroe and other City events, and restroom access at Sky River Park.

Mr. Feilberg reported on the following items: enhanced 911 system and subsequent address renumbering, and agreement with Constellation Data Communications DBA Sky Valley WiFi. General discussion ensued regarding the agreement and action options.

Chief Quenzer reported on the following items: passage of HB 1917 regarding officer body-worn cameras, and the passing of retired K9 Officer Joker.

MAYOR/ADMINISTRATIVE REPORTS

1. Monroe This Week (*April 1, 2016, Edition No. 13*)
2. PSRC Meeting Materials (*March 31, 2016, General Assembly*)

Mayor Thomas reported on meetings held and events attended the previous week and forthcoming items; including: the March 31st PSRC Meeting, Downtown Parking signage/options, and upcoming State of the City Address to be given at the Monroe Chamber Luncheon.

Mr. Gene Brazel, City Administrator, reported on attendance at the Snohomish County Economic Alliance meeting and SCCIT meeting the previous week.

3. Draft Agenda for April 12, 2016, Regular Business Meeting

Mr. Brazel reviewed the draft agenda for the April 12, 2016, Monroe City Council Regular Business Meeting, the extended agenda, and additions/edits thereto.

EXECUTIVE SESSION

1. Potential Litigation [RCW 42.30.110(1)(i)] (*10 minutes*)
2. Actual Litigation [RCW 42.30.110(1)(i)] (*5 minutes*)

Mayor Thomas stated the Council would recess into an executive session for approximately fifteen minutes total discuss one item of Potential Litigation [RCW 42.30.110(1)(i)] and one item of Actual Litigation [RCW 42.30.110(1)(i)]; and read the appropriate citations into the record.

The meeting recessed into executive session at 9:06 p.m., the session was extended for an additional thirty-five minutes, and the meeting reconvened at 9:58 p.m.

Councilmember Cudaback moved to extend the meeting past 10:00 p.m.; the motion was seconded by Councilmember Davis. On vote,
Motion carried (5-1)³;
Councilmember Gamble opposed.

Mayor Thomas stated the Council would recess into executive session for approximately ten minutes to continue discussion on the two topics previously stated (one item of Potential Litigation [RCW 42.30.110(1)(i)] and one item of Actual Litigation [RCW 42.30.110(1)(i)]).

The meeting recessed into executive session at 9:58 p.m., the session was extended for an additional seventeen minutes, and the meeting reconvened at 10:26 p.m.

General discussion ensued regarding the East Monroe GMHB Compliance.

Councilmember Cudaback moved to have the Mayor direct staff to bring back a resolution formally disavowing its⁴ current intent to proceed with the East Monroe reclassification and rezone and declare publicly that it⁵ considers the original Heritage Baptist Church application to be effectively closed, and requested the resolution be brought back on the April 12, 2016, City Council Meeting agenda; the motion was seconded by Councilmember Rasmussen.

Councilmember Hanford requested the City Attorney look into the possibility of a conflict of interest of Councilmember Scarboro and East Monroe.

On vote, Motion carried (5-2);
Councilmembers Davis and Hanford opposed.

General discussion ensued regarding Council Rules of Procedure addressing abstentions from voting.

³ CLERK'S NOTE: Councilmember Kamp was absent from the Council Chambers during the vote on extending.

⁴ CLERK'S NOTE: 'its' referring to the City Council.

⁵ CLERK'S NOTE: 'it' referring to the City Council.

ADJOURNMENT

There being no further business, the motion was made by Councilmember Kamp and seconded by Councilmember Hanford to adjourn the meeting. On vote,
Motion carried (6-0)⁶.

MEETING ADJOURNED: 10:33 p.m.

Geoffrey Thomas, Mayor

Elizabeth M. Smoot, MMC, City Clerk

Minutes approved at the Regular Business Meeting of April 12, 2016.

⁶ CLERK'S NOTE: Councilmember Gamble exited the meeting at approximately 10:31 p.m. just prior to the vote on Adjournment.

PAYROLL WARRANT APPROVAL

MONTH OF PAYROLL: March-16

The following checks are approved for payment:

Date of Issue: 04/07/16

Voided

Check #'s From: 34649 **To:** 34695

Direct Deposit \$495,584.59

Total Monthly Payroll \$1,122,729.62

H S A Funding: \$4,500.00

WARRANT APPROVAL:

I, the undersigned, do hereby certify under the penalty of perjury, that the Payroll Checks are just, due and unpaid obligations against the City of Monroe, and that I am authorized to certify said claims in the amount of \$1,127,229.62 *on* 4/7/2016

Signed: _____
Mayor or Designee

Dated: _____



MONROE CITY COUNCIL

Agenda Bill No. 16-045

SUBJECT:	<i>Authorize Mayor to Sign Amendment No. 1 to Advanced Metering Infrastructure System Contract with Ferguson Enterprises Inc.</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
04/12/2016	Public Works Operations & Maintenance	Jakeh Roberts	Brad Feilberg	Consent Agenda #3

Discussion: 01/12/2016; 04/12/2016

- Attachments:**
1. Amendment No. 1
 2. Amendment No. 1, Exhibit 1 - Pricing Structure

REQUESTED ACTION: Move to authorize the Mayor to sign Amendment No. 1 to the Advanced Metering Infrastructure System Project contract as specified in Exhibit 1 of the amendment and as per Section 4.2.1.3 of the Procurement Policies and Procedures for possible change orders, and expressly authorize further minor revisions to the extent deemed necessary or appropriate.

DESCRIPTION/BACKGROUND

Over the past several years City staff has met with metering infrastructure manufacturing companies and suppliers in an effort to determine the most cost effective path towards replacing the City water metering system as it has reached the end of its useful service life. As previously approved by Council, the new metering system will provide instant access to water meter reads for customer service and account management staff, daily “possible leak” notification alerts for customers, improved metering accuracy, and substantial increases in operational efficiency.

The proposed amendment includes two items of significance which will allow for completed operations at the close of the project; item one involves an increase to the total quantities to be billed and installed for the job; and item two includes pre-negotiated prices for the software as a service component of the project. Staff and the supplier have agreed to pricing terms over a five year period, which is beneficial to the City via providing cost containment and surety in the budgeting process. The amendment acts as a means of formalizing these changes as part of the original contract, thereby eliminating the need to re-bid the job to incorporate them.

IMPACT – BUDGET

This project was competitively bid through the Washington State Department of Enterprise Services (Contract No. 02910) and is included in the 2016 Water CIP Budget at \$1,600,000. The amended contract price is \$1,834,873.05. The water utility has sufficient funding available to cover the amended cost difference, however, it is likely that a budget amendment will be necessary to keep the Water CIP budget within compliance with applicable policies.

TIME CONSTRAINTS

Execution of the amendment in the near term will allow for the project schedule to remain on track.

AMENDMENT NO. 1

**TO CONTRACT #M2016-0006 - CITY OF MONROE AND FERGUSON
WATER WORKS FOR THE SUPPLY AND INSTALLATION OF
AUTOMATED METERING INFRASTRUCTURE (AMI) SYSTEM**

THIS AMENDMENT TO CONTRACT (“Amendment”) made and entered into as of the _____ day of _____, 2016, amends that certain Contract (“Contract”) dated February 29, 2016, by and between the City of Monroe, a Washington municipal corporation (“City”), and Ferguson Waterworks, a registered contractor in the state of Washington, Contractor #FERGUEI976RW (“Ferguson or Supplier”).

In consideration of the foregoing recitals and the mutual covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Contract Attachment B Pricing Matrix (“Pricing Matrix”) is hereby amended as specified in Exhibit 1 and included herein.

Except as modified herein above, all terms and conditions of the Contract shall remain in full force and effect.

This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year written below.

FERGUSON WATER WORKS:

CITY OF MONROE:

By: _____
Title: _____

Geoffrey Thomas, Mayor

ATTEST/AUTHENTICATED:

Elizabeth M. Smoot, MMC, City Clerk



City of Monroe

Sensus Hosted Quote

24025 Woodinville-Snohomish Rd.

Woodinville, WA 98072

Tel: 253-375-3055

Fax 425-806-8510

thomas.erickson@ferguson.com

Date: 3/21/2016
Sensus FlexNet Material and Install Pricing

Item No	Qty	Description	Unit	Unit Price	Total
Sensus FlexNet Hardware & Software					
1		520M Endpoints and Meters		\$	1,343,146.70
1.1	2094	Sensus 520M MXU Single Port	ea	\$ 125.14	\$ 262,043.16
1.2	765	Sensus 520M MXU Dual Port	ea	\$ 143.29	\$ 109,616.85
1.3	4590	5/8x3/4 Inch Iperl Meter	ea	\$ 125.00	\$ 573,750.00
1.4	320	1 Inch Iperl Meter	ea	\$ 185.00	\$ 59,200.00
1.5	177	1-1/2 Omni R2 Meter	ea	\$ 455.00	\$ 80,535.00
1.6	132	2 Omni R2 Meter	ea	\$ 672.00	\$ 88,704.00
1.7	702	Sensus Legacy 505C Prorated Radio w/ 520M	ea	\$ 97.00	\$ 68,094.00
1.8	893	Sensus Legacy 520r Prorated Radio w/ 520M	ea	\$ 113.33	\$ 101,203.69
2		Programming Equipment		\$	9,142.92
2.1	1	Trimble Nomad Handheld	ea	\$ 4,231.38	\$ 4,231.38
2.2	1	AR5502 Hanhhheld Device	ea	\$ 3,571.43	\$ 3,571.43
2.3	1	GPS for AR5502	ea	\$ 573.59	\$ 573.59
2.4	2	Command Link	ea	\$ 383.26	\$ 766.52
3		Sensus AMI Collection Equipment		\$	45,000.00
3.1	2	Sensus Metro 50 Collector	ea	\$ 22,500.00	\$ 45,000.00
3.3	1	Sensus Remote Repeater (If Required)	ea	\$ 7,500.00	TBD
4		Sensus Analytics Software and Training		\$	33,150.00
4.1	1	RNI Analytics Software Hosted 5K (1st Year)	ea	\$ 16,875.00	\$ 16,875.00
4.2	1	Sensus Analytics Implementation and Integration	ea	\$ 11,250.00	\$ 11,250.00
4.3	1	Sensus RNI Sensus Analytics Core Training	ea	\$ 5,025.00	\$ 5,025.00
Sensus FlexNet Hardware & Software Total					\$ 1,430,439.62

Sensus FlexNet Installation

5		Sensus 520M and Meter Install		\$	287,173.81
5.1	200	Sensus 520M Single Port with Touch Coupler	ea	\$ 35.00	\$ 7,000.00
5.2	1	Sensus 520M Dual Port with Touch Coupler	ea	\$ 40.00	TBD
5.3	4390	5/8x3/4 Inch Iperl and 520M Install	ea	\$ 52.00	\$ 228,280.00
5.4	320	1 Inch Iperl and 520M Install	ea	\$ 52.00	\$ 16,640.00
5.5	177	1-1/2 Omni R2 Meter	ea	\$ 114.09	\$ 20,193.93
5.6	132	2 Omni R2 Meter	ea	\$ 114.09	\$ 15,059.88
5.7	1	Meter Box Preparation (Cleaning)	ea	\$ 21.25	TBD

6	FlexNet Collection Equipment Install				\$	117,259.62
6.1	2	Sensus Metro 50 Install	ea	\$	20,312.50	\$ 40,625.00
		Colector Site Prep Includes: (price not to exceed)				
		Site Preparation Contractor				
		Electrical Contractor				
		Antenna Contractor				
		Mono Pole				
6.2	1	Sensus Remote Repeater Install (price not to exceed)	ea	\$	5,138.46	TBD
		Misc Charges				
6.3		Profield Integration Software	lot	\$	-	\$ -
6.4	1	Project Management	lot	\$	35,384.62	\$ 35,384.62
6.5	1	Mobilization	ea	\$	41,250.00	\$ 41,250.00
6.6		Standby Rate	hr	\$	150.98	As Needed
6.7		Route Clean-up Rate	hr	\$	150.98	As Needed
Sensus FlexNet H&S Installation Total					\$	404,433.43
Sensus Hardware and Install Total					\$	1,834,873.05
7	Sensus Analytics Software Hosted Years 2-5				\$	159,240.77
7.1		Year 2 Sensus Analytics Software Hosted 5-10K		\$	36,500.00	\$ 36,500.00
7.2		Year 3 Sensus Analytics Software Hosted 5-10K		\$	39,673.91	\$ 39,673.91
7.3		Year 4 Sensus Analytics Software Hosted 5-10K		\$	40,900.94	\$ 40,900.94
7.4		Year 5 Sensus Analytics Software Hosted 5-10K		\$	42,165.92	\$ 42,165.92



MONROE CITY COUNCIL

Agenda Bill No. 16-046

SUBJECT:	Resolution No. 004/2016 regarding Growth Management Hearing Board (GMHB) Compliance for East Monroe
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
04/12/2016	Community Development	Dave Osaki	David Osaki	Final Action #1

Discussion: 04/05/2016; 04/12/2016

Attachments: 1. Resolution No. 004/2016

REQUESTED ACTION: Move to approve Resolution No. 004/2016, formally expressing the City Council's intent to achieve compliance in CPSGMHB Case No. 14-3-0006c by discontinuing further attempts to reclassify and rezone the East Monroe area from Limited Open Space (LOS) to General Commercial (GC); authorizing and directing the Mayor and the City Attorney to take all necessary and appropriate measures to convey the City Council's position to the Growth Board and obtain a finding of compliance; and establishing an effective date.

DESCRIPTION/BACKGROUND

On April 1, 2016, the Growth Management Hearings Board (GMHB) issued an Order finding continuing non-compliance for the East Monroe Comprehensive Plan Map amendment and Zoning Map amendment (GMHB Case No. 14-3-0006c).

The GMHB Order found the City of Monroe Supplemental Environmental Impact Statement (SEIS) issued November 2, 2015 inadequate, remanded Ordinance No. 015/2015 (East Monroe Comprehensive Plan Map amendment) and Ordinance No 016/2015 (East Monroe Zoning Map Amendment) back to the City to be brought into compliance with the GMA and the State Environmental Policy Act (RCW Chapter 41.21C), and also invalidated the two ordinances.

At its April 5, 2016, meeting, the Monroe City Council passed a motion to have the Mayor direct staff to bring back to the City Council a resolution formally disavowing the City Council's current intent to proceed with the East Monroe reclassification and rezone and declare publicly that the City Council considers the original Heritage Baptist Church applications to be effectively closed. The motion also requested the resolution be brought back on the April 12, 2016, City Council meeting agenda.

Resolution No. 004/2016 implements the City Council's April 5, 2016, direction.

IMPACT – BUDGET

N/A

TIME CONSTRAINTS

The GMHB Order Finding Continuing Non-Compliance sets a compliance due date of September 28, 2016.

ALTERNATIVES TO REQUESTED ACTION

City Council may:

1. Defer consideration of Resolution No. 004/2016 to a later date.
2. Seek GHMB compliance through the preparation of environmental documentation.
3. File an appeal of the GMHB Order through court action.
4. Discuss with staff and City Attorney potential different options, if any, to achieve compliance.

**CITY OF MONROE
RESOLUTION NO. 004/2016**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, FORMALLY EXPRESSING THE CITY COUNCIL'S INTENT TO ACHIEVE COMPLIANCE IN CPSGMHB CASE NO. 14-3-0006C BY DISCONTINUING FURTHER ATTEMPTS TO RECLASSIFY AND REZONE THE EAST MONROE AREA FROM LIMITED OPEN SPACE (LOS) TO GENERAL COMMERCIAL (GC); AUTHORIZING AND DIRECTING THE MAYOR AND THE CITY ATTORNEY TO TAKE ALL NECESSARY AND APPROPRIATE MEASURES TO CONVEY THE CITY COUNCIL'S POSITION TO THE GROWTH BOARD AND OBTAIN A FINDING OF COMPLIANCE; ENTERING LEGISLATIVE FINDINGS; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Monroe's previous actions reclassifying and rezoning the East Monroe area from Limited Open Space to General Commercial under Ordinance Nos. 022/2013, 024/2013, 015/2015 and 016/2015 have been rejected and invalidated by the Growth Management Hearings Board in CPSGMHB Case No. 14-3-0006c; and

WHEREAS, the Monroe City Council now desires to discontinue its efforts to re-designate the East Monroe area, and to achieve compliance in CPSGMHB Case No. 14-3-0006c by formally expressing said intent.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONROE AS FOLLOWS:

Section 1. Findings. The above recitals are hereby adopted by reference as findings in support of this resolution. The City Council further enters the following findings:

1.1 On December 26, 2013, the Monroe City Council adopted Ordinance Nos. 022/2013 and 024/2013, which, *inter alia*, amended the City's Comprehensive Plan Land Use Map and Zoning Map to reclassify and rezone a forty-three (43) acre area of vacant land commonly known as the East Monroe area from Limited Open Space (LOS) to General Commercial (GC).

1.2 The East Monroe reclassification and rezone (collectively "the East Monroe Proposal") was subsequently challenged before the Growth Management Hearings Board (GMHB) by multiple parties.

1.3 After briefing and a hearing on the merits, the GMHB issued its Final Decision and Order (FDO) in CPSGMHB Case No. 14-3-0006c on August 26, 2014.

1.4 Although the FDO rejected the vast majority of the legal challenges that had been asserted against the East Monroe Proposal, the GMHB ultimately determined that the Final Environmental Impact Statement (FEIS) that had been prepared in conjunction with the East Monroe Proposal was inadequate due to a few alleged deficiencies. As a result of this conclusion, the GMHB issued a finding of noncompliance and a determination of invalidity with respect to the East Monroe Proposal.

1.5 In response to the August 26, 2014, FDO, the City of Monroe coordinated with consultants hired by landowner/applicant Heritage Baptist Church to prepare a Supplemental Environmental Impact Statement (SEIS) to address the deficiencies identified by the GMHB. The SEIS was issued on November 2, 2015.

1.6 On November 24, 2015, the Monroe City Council passed Ordinance No. 015/2015 and Ordinance No. 016/2015, which readopted the substance of the East Monroe Proposal with the support of the SEIS.

1.7 On April 1, 2016, the GMHB issued an Order Finding Continuing Noncompliance deeming the SEIS inadequate under State Environmental Policy Act (RCW Chapter 43.21C), remanding Ordinance No. 015/2015 and Ordinance No. 016/2015 to the City to be brought into compliance with the GMA and Chapter 43.21C, and entering a determination of invalidity with regards to said ordinances.

1.8 After thorough analysis, discussion, and debate, the City Council has determined that it is in the City's best interests to achieve compliance in GMHB Case No. Case No. 14-3-0006c by formally notifying the GMHB of the City's intent to immediately discontinue further efforts to advance, process, defend or otherwise consider the East Monroe Proposal.

1.9 Pursuant to WAC 242-03-910, this resolution is intended to serve as the legislation adopted or other action taken by the City to comply with the GMHB's Order.

Section 2. Attainment of Compliance; Discontinuation of East Monroe Proposal. Based upon the above findings, the Monroe City Council hereby resolves to achieve compliance in CPSGMHB Case No. 14-3-0006c by formally expressing the City Council's intent to discontinue further efforts to reclassify and rezone the East Monroe area from Limited Open Space to General Commercial. The City Council further resolves to decline any additional consideration and/or processing of CPA2011-01 (Comprehensive Plan Map Amendment) and RZ2012-02 (Zoning Map Amendment), and said applications shall henceforth be deemed closed.

Section 3. Acknowledgement of Limited Open Space Designation. Based upon the determinations of invalidity entered in CPSGMHB Case No. 14-3-0006c with respect to Ordinance Nos. 022/2013 (in relevant part), 024/2013, 015/2015, and 016/2015, the City Council formally acknowledges that the reclassification and rezoning of the East Monroe property to General Commercial under said ordinances is null and void. The City Council further formally acknowledges that under the *status quo ante*,

the current designation of the East Monroe area under the City's Land Use Map and Zoning Map is Limited Open Space.

Section 4. Direction. The Mayor and/or the City Attorney are hereby authorized and directed to take all necessary and appropriate measures to:

4.1 Convey the City Council's decision, as set forth in Sections 2 and 3, to the GMHB, to obtain a determination of compliance from the GMHB, and to conclude CPSGMHB Case No. 14-3-0006c in a manner consistent with the City Council's intent as expressed in this resolution; and

4.2 Effectuate and publicize the City Council's decision through the following actions:

(i) Correction of relevant official references, including without limitation official City maps, concerning the East Monroe property designation;

(ii) Affixation of the following notation to the City's official ordinance file(s) with respect to Ordinance Nos. 022/2013 (in relevant part), 024/2013, 015/2015 and 016/2015: "Invalidated per CPSGMHB Case No. 14-3-0006c."

(iii) Notification to the landowner/applicant;

(iv) Notification to the Department of Commerce; and

(v) Notification to the public.

Section 5. Effective Date. This resolution shall take effect immediately upon passage.

ADOPTED by the City Council of the City of Monroe, at its regular meeting thereof, and APPROVED by the Mayor this ____ day of _____, 2016.

Approved: April 12, 2015
Effective: April 12, 2016

CITY OF MONROE, WASHINGTON

(SEAL)

Geoffrey Thomas, Mayor

ATTEST:

Elizabeth M. Smoot, MMC, City Clerk



MONROE CITY COUNCIL

Agenda Bill No. 16-047

SUBJECT:	<i>Approval of Installation of Downtown Monroe Area Decorative Lighting</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
04/12/2016	Public Works	Brad Feilberg	Brad Feilberg	Final Action #2

Discussion: 04/12/2016

Attachments: 1. Conceptual sketch

REQUESTED ACTION: Move to approve the installation of decorative lighting in the Downtown Monroe Area.

DESCRIPTION/BACKGROUND

The Downtown Monroe Association has suggested the installation of decorative accent light along the sidewalks in the Downtown Monroe Area. The installation of warm white LED string lights zig-zagging (see attached concept sketch) from the existing street light poles to poles extending vertically from the unlit bollards is estimated to cost approximately \$26,000. These lights (shown to the right) are spaced two feet apart on the string. Similar lights have recently been installed at the Route 2 Taproom & Grazing Place patio and just north of the intersection of East Main Street and Woods Street.

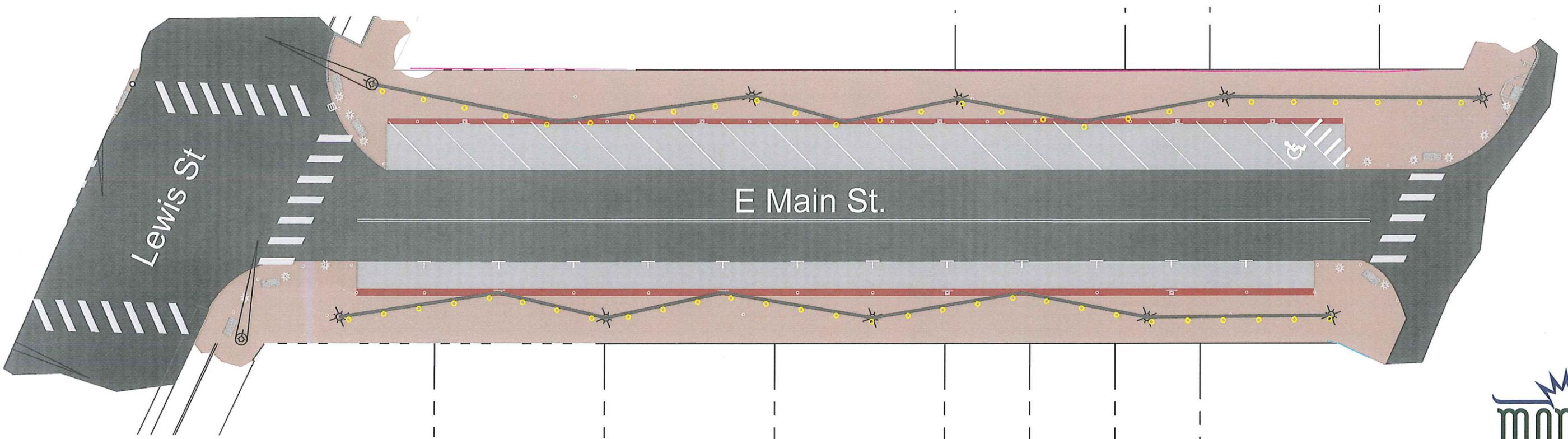
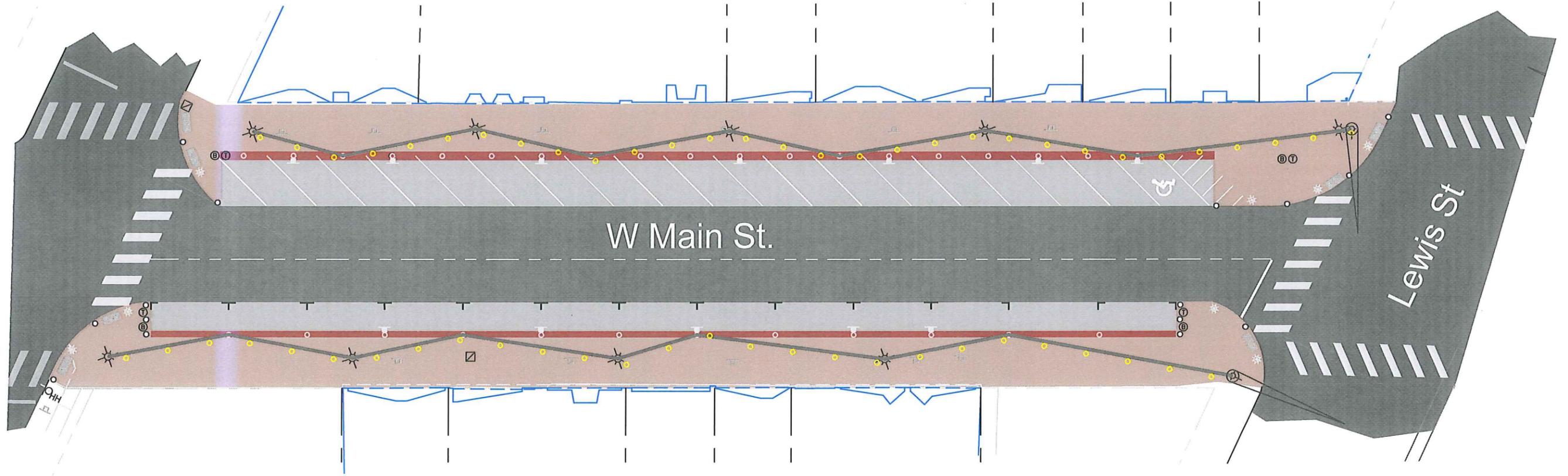


IMPACT – BUDGET

\$30,000 from the contingency fund (current balance \$290,458.) The estimated cost of purchasing the materials and installing the lights is \$26,044.81. In order to have sufficient funding to handle any unforeseen circumstances a fifteen percent (15%) contingency has been added.

TIME CONSTRAINTS

The Public Works Department will be able to install this lighting by Spring 2017. If an earlier installation is desired, other scheduled projects (Fairfield Park access relocation, Lord’s Lake drainage maintenance, or completion of the ditch buffer maintenance between Fryelands residential and industrial park) will have to be delayed.





MONROE CITY COUNCIL

Agenda Bill No. 16-048

SUBJECT:	<i>Rescission of AB16-028, Accepting Grant Funds and Authorizing Signature of Associated Documents</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
04/12/2016	Public Works	Brad Feilberg	Brad Feilberg	Final Action #3

Discussion: 03/08/2016; 04/12/2016

Attachments: 1. AB16-028

REQUESTED ACTION: Move to rescind the approval of AB16-028, accepting grant funds and authorizing signature of associated documents; and expressly authorizing further minor revisions as deemed necessary or appropriate.

DESCRIPTION/BACKGROUND

AB16-028 was scheduled for TENTATIVE on the March 8, 2016, City Council Meeting and was intended to be pulled from the consent agenda at the time of the meeting. The item was not pulled and was approved through the vote on the consent agenda at this time.

The grant (Stormwater Quality Capacity Grant from the Washington State Department of Ecology) award is subject to the requirement that the City of Monroe is in compliance with the Growth Management Act. Due to the Growth Management Hearing Board action on the East Monroe Reclassification and Rezone, the City is not in compliance with this requirement, and cannot accept the grant funds at this time.

IMPACT – BUDGET

N/A

TIME CONSTRAINTS

N/A

SUBJECT:	<i>Accept Stormwater Quality Capacity Grant from Washington State Department of Ecology (TENTATIVE)</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
03/08/2016	Public Works – O&M Division	Vince Bertrand	Brad Feilberg	Consent Agenda #4

Discussion: 03/08/2016

Attachments: 1. Stormwater Quality Capacity Grant Agreement

REQUESTED ACTION: Move to accept grant funds and authorize signature of associated documents; and expressly authorize further minor revisions by the Mayor to the extent deemed necessary or appropriate.

DESCRIPTION/BACKGROUND

The Washington State Department of Ecology has allocated grant funding to the City of Monroe so as to assist the City in procuring the highly specialized sweeper equipment that is necessary to maintain pervious concrete surfaces. The sweeper unit selected by the Public Works O&M Division uses high pressure water jet and vacuum cleaning capability, thereby facilitating efficient maintenance and care of pervious concrete surfaces. Regular maintenance of these surfaces is the best way to ensure continued functionality and to protect the ground water table for future generations.

IMPACT – BUDGET

The DOE grant will fund up to \$50,000 of the total 2016 budget allocation of \$164,000.

TIME CONSTRAINTS

DOE has requested grant acceptance occur as soon as is practicable.

ALTERNATIVES TO REQUESTED ACTION

Decline grant offer and use local stormwater utility rates to fund purchase.



Agreement WQSWCAP-1517-MonrDC-00080

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

City of Monroe

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and City of Monroe, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2015-2017 Biennial Stormwater Capacity Grants
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$50,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2015
The Expiration Date of this Agreement is no later than	03/31/2017
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

RECIPIENT INFORMATION

Organization Name: City of Monroe

Federal Tax ID: 91-6001464

DUNS Number: 039269899

Mailing Address: 806 W. Main St.
Monroe, Washington, 98272

Physical Address: 806 West Main St.
Monroe, Washington, 98272

Contacts

Project Manager	Vince Bertrand Stormwater Compliance Coordinator 806 West Main Street Monroe, Washington, 98272 Email: vbertrand@monroewa.gov Phone: (360) 863-4552
Billing Contact	Vince Bertrand Stormwater Compliance Coordinator 806 West Main Street Monroe, Washington, 98272 Email: vbertrand@monroewa.gov Phone: (360) 863-4552
Authorized Signatory	Vince Joseph Bertrand Stormwater Compliance Coordinator 806 West Main Street Monroe, Washington, 98272 Email: vbertrand@monroewa.gov Phone: (360) 863-4552

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive
Lacey, WA 98503

Contacts

Project Manager	Kyle Graunke P.O. Box 47600 Olympia, Washington, 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6638
Financial Manager	Kyle Graunke P.O. Box 47600 Olympia, Washington, 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6638

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

**Washington State
Department of Ecology**

City of Monroe

Program Manager

Date

Geoffrey Thomas

Date

Heather Bartlett

Mayor

Water Quality

SCOPE OF WORK

Task Number: 1 Task Cost: \$0.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Vince B.

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 Task Cost: \$50,000.00

Task Title: Project Administration/Management

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable.

RECIPIENT may conduct work related to implementation of additional activities required by the municipal stormwater NPDES permits. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping or geographic information systems of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review and/or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.
Monitoring, including:
 - a) Development of applicable QAPPs.
 - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than

general use (such as a general use pick-up truck). Qualified equipment purchases include but are not limited to:

- a) Illicit discharge testing equipment and materials.
- b) Vactor truck or sweeper truck or MS4 maintenance activities.
- c) Electronic devices dedicated to mapping of MS4 facilities and attributes.
- d) Software dedicated to tracking permit implementation activities.

As a deliverable, documentation of all tasks completed is required. Documentation includes but is not limited to: maps, field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: Vince B

Project Administration/Management

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

BUDGET

Funding Distribution EG160413

Funding Title: Capacity Grant FY16
 Funding Type: Grant Funding Expiration Date: 03/31/2017
 Funding Effective Date: 07/01/2015
 Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account
 Type: State
 CFDA:
 Assistance Agreement:
 Description: MTCA

Recipient Match %: 0
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? Yes

Capacity Grant FY16	Task Total
Permit Implementation	\$ 25,000.00

Total: \$ 25,000.00

BUDGET

Funding Distribution EG160414

Funding Title: Capacity Grant FY17
 Funding Type: Grant Funding Expiration Date: 03/31/2017
 Funding Effective Date: 07/01/2016
 Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account
 Type: State
 CFDA:
 Assistance Agreement:
 Description: MTCA

Recipient Match %: 0
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Capacity Grant FY17	Task Total
Permit Implementation	\$ 25,000.00
Total:	\$ 25,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Capacity Grant FY16	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
Capacity Grant FY17	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
Total		\$ 0.00	\$ 50,000.00	\$ 50,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's ADMINISTRATIVE REQUIREMENTS FOR RECIPIENTS OF ECOLOGY GRANTS AND LOANS at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

Agreement No: WQSWCAP-1517-MonrDC-00080
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants
 Recipient Name: City of Monroe

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to ECOLOGY.

B. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

C. Cultural and Historic Resources Protection Compliance with Environmental Laws and Regulations. The RECIPIENT shall:

1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.

2) The RECIPIENT shall comply with Ecology’s Archaeological Resource and Historic Property review process. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available by request by any party. An IDP must be immediately available and be implemented to address any discovery. The RECIPIENT will implement the procedures in the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives if human remains, cultural, or archeological resources are discovered in the course of construction. For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State’s Department of Enterprise Services (DES) issues all payments. DES maintains a

central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process also allows The RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If The RECIPIENT have questions about the vendor registration process or setting up direct deposit payments contact DES at the Payee Help Desk at (360) 664-7779 or payeehelpdesk@des.wa.gov.

E. Equipment Purchase: Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY's project manager before purchase.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3 for Section 319 funded projects or 7 for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement will be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF SFY15-17 CAPACITY GRANTS

ECOLOGY shall reimburse eligible project expenses following the schedule below.

Prior to July 1, 2016: Total reimbursements to the RECIPIENT for eligible project expenses are limited to a maximum \$25,000.

After July 1, 2016: If funding is available, ECOLOGY will provide written notification via email to the RECIPIENT project manager stating that ECOLOGY may reimburse additional eligible expenses up to the total project eligible cost of \$50,000. Eligible project expenses may be incurred at any time between July 1, 2015 and March 31, 2017. If additional funds are not available, total reimbursements for eligible project expenses will be limited to a maximum of \$25,000.

If the RECIPIENT fails to submit two or more consecutive quarterly reports via the EAGL grant management system, ECOLOGY may consider this failure to provide progress reports as non-performance and initiate actions to amend or terminate this agreement.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsr.gov <<http://www.fsr.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see www.fsr.gov <<http://www.fsr.gov>>.

GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.

- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods

or services.

- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement. Steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable

property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer

recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

AGENDA

Tuesday, April 12, 2016
3:00 – 5:00 p.m.
Rucker Building, Auditorium

1. Call to Order

2. Special Business

- a. Oath of office: Swearing in/written oath

3. Roll Call

4. Special Recognition: Food Service Excellence, Healthy Communities

5. Executive Session

The Board will convene into Executive Session for purposes of:

- Discussing interpretation and application of labor agreements pursuant to RCW 42.30.140(4)(a) and for purposes of planning labor negotiation strategy or position pursuant to RCW 42.30.140(4)(b).
- Discussing matters relating to agency enforcement actions pursuant to RCW 42.30.110(1)(i).

Executive Session is expected to last 25 minutes.

The Board will reconvene in regular session at: _____.

6. Approval of Minutes of the Regular Meeting and Special Work Session of March 15, 2016

7. Consent Agenda

- a. Approval of vouchers and Resolution 16-007 authorizing March 2016 expenditures for Health District and PHEPR fund

8. Public Comment

9. Chair's Report

10. Health Officer's Report

- a. SR 16-022; G. Goldbaum

11. Action Items

- a. Approve 2016 SHD Public Health Policy Agenda (SR 16-021; G. Goldbaum, P. Mayer, H. Thomas)
- b. Accept I-502 Youth Marijuana Prevention and Education Grant and approve contract (SR 16-026; C. Shambach)
- c. Approve Intergovernmental Services Agreement with Snohomish County for Activities Related to Solid Waste in Snohomish County (SR 16-025; J. Ketchel)

12. Briefings

- a. Transition Plan for WIC and First Steps (SR 16-024; M. Norton-Arnold; C. Shambach)

13. Committee and Standing Reports

- a. Public Health Advisory Council update (oral report; PHAC Chair Brant Wood)
- b. SHD Strategic Plan Q1 2016 Update (P. Mayer, no presentation)
- c. Finance Report (SR 16-023; J. Chapman, no presentation)

14. Information Items

- a. Review of upcoming meetings. (All meetings held at Snohomish Health District unless otherwise noted)
 - 1) Pharmaceutical Stewardship Ad Hoc meeting – April 21, 8:30 – 10 a.m.
 - 2) Board of Health – May 10, 3:00 – 5:00 p.m.
 - 3) PHAC – May 25, 7:45 – 9:15 a.m.

15. Adjournment of Full Board

16. Training

- a. Open Public Meetings Act and public records training for interested board members (SR 16-020; T. Smith, N. Blevins)

The public is invited to attend. Parking and meeting rooms are accessible for persons with disabilities. Questions or additional information about the board meeting may be obtained by contacting Linda Carl at 425.339.5210; Relay: 711; Email director@snohd.org. To request reasonable accommodations, please contact Ms. Carl by Friday, April 8, 2016. It's customary for each board meeting to include an assigned period for public comment from individuals present at the meeting. Generally, the public comment occurs near the beginning of the meeting and comments are limited to no more than three minutes per person. The Chair of the board may, as circumstances require at each meeting, reduce the time allotted to individuals or reduce the overall time assigned for public comments.

**SPECIAL RECOGNITION:
FOOD SERVICE EXCELLENCE,
HEALTHY COMMUNITIES**

4.

Congratulations to Snohomish Health District's 2015 Health Champions!

Food Safety Excellence Awards

Category 1: Full Menu -> **Shawn O'Donnell's Restaurant**, 122 128th St. SE, Everett

Category 2: Fast Service -> **Arby's Roast Beef #6291**, 1007 SE Everett Mall Way

Category 3: Limited Menu -> **Buffalo Espresso II**, 3500 Seattle Hill Rd, Mill Creek

Category 4: Large Grocery Chains -> **Trader Joe's**, 811 SE Everett Mall Way #B

Category 5: Schools/Industrial/Institutions -> **Mukilteo Elementary**, 2600 Mukilteo Dr.

Category 6: Temporary Food Service -> **Big Dog's Mobile**, 14957 N. Kelsey St, Monroe

Category 7: Restaurant Chains -> **Kentucky Fried Chicken**, 7407 Evergreen Way, Everett

Healthy Communities Awards

City of Arlington Parks, the first parks department to go tobacco-free and vape-free

Blueberry Farm Stand in Darrington for promoting tobacco-free and vape-free environments

Monroe Youth Coalition for their work on youth suicide awareness and prevention

Sultan School District for their work aimed at their students being able to make healthy choices, from healthy nutrition to increased physical activity

Lifetime Achievement Award

Terry Clark, Executive Director at Child Strive, for her work in healthy families, healthy children/youth, and service to public health as past chair of the Public Health Advisory Council (PHAC)

BOARD OF HEALTH MINUTES

6.



**Snohomish Health District
Board of Health Minutes
Regular Meeting
March 15, 2016**

Meeting was held at Snohomish Health District, 3020 Rucker Ave., first floor Auditorium

Members Present

Mark Bond, Councilmember, Mill Creek
Christine Cook, Councilmember, Mukilteo
Adrienne Fraley-Monillas, Councilmember, Edmonds – BOH Vice Chair
Benjamin Goodwin, Councilmember, Lynnwood
Kurt Hilt, Councilmember, Lake Stevens
Ken Klein, County Councilmember
Scott Murphy, Councilmember, Everett
Dan Rankin, Mayor, Darrington
Jeff Rasmussen, Councilmember, Monroe
Terry Ryan, County Councilmember
Brian Sullivan, County Councilmember – BOH Chair
Donna Wright, Councilmember, Marysville
Stephanie Wright, County Councilmember

Members Absent

Hans Dunshee, County Councilmember
Sean Richards, Councilmember, Mountlake Terrace

Oath of Office

Oath of office was given by Steve Uberti to new board members Mark Bond and Benjamin Goodwin.

Call to Order

The March meeting of the Board of Health was convened at 3:05 p.m. by Chair Brian Sullivan in the Auditorium of the Snohomish Health District Rucker Building. Roll call was taken by Linda Carl who reported there was a quorum present.

Minutes

It was moved by Mr. Klein and seconded by Mr. Hilt to approve the minutes of the regular meeting held February 9, 2016. The motion carried unanimously.



Consent Agenda

It was moved by Ms. Wright and seconded by Mr. Klein to approve the following items on the Consent Agenda: Resolution 16-006 authorizing February 2016 expenditures for Health District and PHEPR fund totaling \$1,183,087.07 and voucher numbers 61959 through 62098 for February 2016. The motion carried unanimously.

Public Comment

Carolyn McGinty and Hanna Welander spoke regarding the proposed WIC/First Steps transition. Chair Sullivan noted a letter from PhRMA Research was received by the board regarding the pharmaceutical stewardship (drug take-back) program. Chair Sullivan then closed the public comment portion of the meeting.

Chair's Report

No chair's report.

Health Officer's Report

Health Officer Dr. Gary Goldbaum provided an update on the Zika virus infection, which has adverse affects on the nervous system and causes congenital affects. The Center for Disease Control and Prevention advises pregnant women to avoid travel in affected areas; higher altitude areas (above 2,000 feet) are still considered safe. The particular mosquito doesn't live in the Pacific Northwest. Dr. Goldbaum also noted that as of March 8, the state legislature had not approved a supplemental budget nor taken action on most policy bills of public health importance, including Bill 6328 dealing with vaping devices, which would make vaping legal in many public areas with some exceptions. He encouraged board members to reach out to their legislators regarding this bill. On March 2, the Acting Assistant Secretary of Health for the Federal Dept. of Health and Human Services visited Washington State, including to Beverly Elementary School in Lynnwood to talk to students about the Gear Up & Go! project. She will return to the Northwest in July.

Ms. Fraley-Monillas asked the status of Bill 6328; Dr. Goldbaum responded that it's in negotiations between the two houses and has not reached the governor's office yet.

Ms. Cook asked if there's any evidence that the Zika virus could live in the body. Dr. Goldbaum said it's not clear how long it can live in the body; however, most people will build up antibodies fairly rapidly.

Public Hearings and Action Items

Charlene Shambach, SHD Community Health Director, presented Staff Report 16-014 to approve the contract for First Steps funding with Snohomish County Human Services, which expired on Dec. 31,



2015. The maximum award is \$400,000 to support the First Steps program from Chemical Dependency/Mental Health sales tax funds. This program supports pregnant and postpartum women and infants up to age one year.

Mr. Murphy asked if this is the same amount that was contemplated in the budget. Ms. Shambach responded yes.

It was moved by Mr. Murphy and seconded by Mr. Ryan to approve the contract with Snohomish County Human Services. The motion carried unanimously.

Briefings

Briefing: Update on Pharmaceutical Stewardship Policy Options

Jeff Ketchel, Environmental Health Director, provided the rationale and current status of the pharmaceutical stewardship program – also known as the medicine take-back program. He gave an overview of King County's Board of Health's Secure Medicine Return regulation (passed in 2013) and noted potential startup costs compared to other counties that have implemented the program. An ad hoc committee exploring this issue includes board members Sullivan, Fraley-Monillas, and Hilt, as well as Pat Slack from the Snohomish Regional Drug and Gang Task Force. Mr. Ketchel reviewed the proposed development timeline, including a public comment process starting in March and the first reading and public hearing in May.

Mr. Murphy noted the letter sent by PhRMA indicated that Alameda County's program is not working; Mr. Ketchel noted differences between that county's program and the proposed program here, that if the industry is required to implement a program in our county, they would have a nearby system already in place to expand upon, if they choose.

Chair Sullivan indicated he was the prime sponsor of the bill to implement electronic waste disposal while he was in the state legislature. He expressed concern that medicine stewardship is even a greater concern.

Mr. Ketchel noted that several jurisdictions have passed or are working on passing similar legislation, including King County and Cook County. King County has approved one plan and is in the process of approving a second plan; they plan to go live later this year.

Mr. Klein asked if Mr. Ketchel could respond to PhRMA's letter regarding trucking to hazardous-waste facilities. Mr. Ketchel responded that the closest hazardous-waste facility is in Oregon, but there's one in Spokane as well. Mr. Klein asked if this was included in the costs; Mr. Ketchel responded yes. Mr. Klein asked if there are complications in implementing that system; Mr. Ketchel noted that it is currently working with the government-run system. Mr. Klein noted that he's aware of individuals trading unused medications with their friends, which is a bigger issue than medications found in the trash. Mr. Ketchel responded that it's likely they're getting the medications from parents or



grandparents; therefore, it's a good idea to get the unused medications out of home medicine cabinets.

Ms. Fraley-Monillas added that it's an environmental concern regarding what medications might be in the fish we eat from Puget Sound and it's important to dispose of medications before they can pose a threat to fish and humans. Mr. Klein agreed, but he noted that his frustration is that the state should be handling this program, which is moving outside the core competency of the Health District. He indicated that the Health District seems to be expanding its footprint while at the same time contemplating cutting services provided to women and children. Although it isn't a tax, that cost will be passed along by pharmaceutical companies to those who are unwell and to senior citizens. Ms. Fraley-Monillas noted that costs are always passed along to consumers; in this case, this is a valuable benefit to the citizens of the county. She indicated that police no longer have the capacity to dispose of the medications, and the drug force has indicated that this is the best way of getting drugs off the street. Making it an easier process for citizens to dispose of their medications is a benefit to the community.

Mr. Bond noted that he's been in law enforcement for 25 years. Theft of medications is regulated; there seems to be a lot of room for education. A more efficient way would be to educate our citizens. Mr. Ketchel responded that there currently aren't resources for education. Pharmaceutical companies don't educate their consumers about disposal except to dispose of medications in the trash with kitty litter or coffee grounds, or flush them down the toilet.

Ms. Cook agreed that education is important; people sometimes forget they have old medications.

Mr. Klein asked if there are conversations with pharmacists regarding disposal. Ms. Fraley-Monillas said we've been doing it for years, but Mr. Klein responded that it's on a voluntary basis. Ms. Fraley-Monillas noted that this will remove the program from the Health District purview and Mr. Ketchel added that oversight will remain with the District. Dr. Goldbaum added that the cost would come from a different revenue stream than the Health District's budget, and that the education component would be included. He noted that it is part of the Health District's core responsibilities to keep the public and environment safe. Mr. Klein indicated that the Health District's funding is 34 out of 35 districts in the state, so in the absence of full funding, we need to focus on our core competencies instead of new programs.

Mr. Ketchel noted that there will be upfront costs, but will be less than \$80,000 per year (less than one FTE) once the program is up and running.

Mr. Mayer said that this is an alternative to ending the program completely.

Mr. Klein noted that the addition of more drop-boxes for voting doesn't improve voting; therefore, just because we provide more opportunity for disposal doesn't mean people will use it. He's concerned we don't have the bandwidth to handle it.



Chair Sullivan noted that increased opportunity for electronic waste disposal will increase the amount of disposal. The whole electronics-disposal program is paid for by the industry with no cost benefit to those dropping off electronics.

Mr. Klein noted that WIC/First Steps has been provided by the Health District since 1989, and he reiterated his concern about taking on a new program.

Mr. Rankin noted that the low-hanging fruit is education, the responsibility for which should be put on the state. Septic systems can be harmed by medications; Darrington doesn't have a disposal area.

Mr. Ketchel asked if we can proceed with the comment period; Chair Sullivan responded yes.

Briefing: Update regarding SHD employee handbook (no presentation)

Mr. Mayer noted that staff brought forward revisions to the employee handbook at the January board meeting, which the Board subsequently approved for all non-represented District employees. At that time we were in the process of engaging union representatives regarding the proposed revisions. As a result of recent collaborative dialogue there are no substantive changes being proposed by the unions. The final handbook with minor modifications is attached as Exhibit A to the board packet. The handbook will now apply to all represented and nonrepresented employees. Collective bargaining agreements take precedence over the handbook where they may differ, and where it's silent, the handbook prevails. Mr. Mayer acknowledged and thanked the union representatives, union agents, and HR Manager Teri Smith for their work on this.

Finance Report

There were no questions on the finance report.

Information Items

The next board meeting is Tuesday, April 12 from 3 to 5 p.m. in the auditorium of the Health District.

The Public Health Advisory County (PHAC) meets on March 23, and the Pharmaceutical Stewardship Ad Hoc Committee meets on March 31.

Chair Sullivan noted that everyone is invited to attend any of the meetings.

Work Session

Transition Plan for WIC and First Steps

Mr. Mayer introduced Margaret Norton Arnold, today's facilitator and the person guiding the Health District through this transition plan.



Ms. Arnold said that the key goal today is that the plan is done well and right and that no clients are left behind or fall through the cracks. The board will need time to review and discuss information and make a decision at the April 12 board meeting.

Heidi Keller, a consultant in the health field, gave a brief presentation on what WIC and First Steps are. After the 2009 economic downturn, there was a loss of state revenue, with the First Steps budget cut nearly in half from 2009 to 2010 and subsequently a 66% decrease in funding over five years, but only an 11% decrease in caseloads. SHD is one of three providers of First Steps services in Snohomish County. Many local public health agencies are transitioning out of these services due to limitations in the reimbursement structure.

Ms. Keller then discussed WIC, which is a proven program that improves birth outcomes and saves healthcare dollars. The location and provider of WIC services is a locally driven decision based on a variety of factors specific to each community.

Mr. Mayer provided historical and financial context. The Health District's commitment remains with the community and with the client. Even in the face of diminished resources, we have a responsibility to act – which is why there is so much effort to identify where public health is best positioned and uniquely qualified. He discussed the need to reach more people by moving away from a one-on-one model toward a population-based model that benefits the broader community and works collaboratively with community partners. He noted the strategic plan update in 2014 highlighted optimizing the delivery of early childhood development programs focused on pregnancy and early childhood. This was the first time the Board of Health formally endorsed transitioning services like WIC and First Steps into the community. The “futures” document adopted by the Board in May 2015 laid out a plan to build capacity within the community to ensure eligible families can access WIC and First Steps services as we transition to a more population-based service over the next two to three years.

Mr. Mayer noted that the Health District has had a 22% decrease in funding since 2005, but the population has increased by 14% in the same period. Since 2008, the agency has eliminated 74 FTE – a reduction of 34% due to static or declining revenues and increased costs. Similarly, the First Steps program went from 16 FTE in 2012 and 2013 to the current 8.5 FTE serving 3,700 clients. WIC has also seen decreases in authorized caseloads.

Mr. Mayer reviewed the budget forecast and noted that continuing to rely on fund balance to support WIC and First Steps was not sustainable either financially or with staffing. Transitioning WIC and First Steps is just one piece of the puzzle, not a complete solution to the financial challenge.

Ms. Keller then reviewed what other local health jurisdictions are doing regarding First Steps. She noted that 60% of local health jurisdictions do not provide First Step services, eight are the sole providers, and six are one of multiple providers. Nine counties have no First Step providers within their borders. WIC is more likely to be offered through the local health department – about 66% of



local health jurisdictions are WIC providers. The most common reasons for local health jurisdictions not offering these services was that the cost wasn't covered by state reimbursements and others in the community were also providing these services.

Regarding WIC, enrollment is down at both the state and national level, partly related to the experience clients have at the grocery store (such as possible confusion about qualifying products, paper checks, and food stamp eligibility).

Spokane County opted out of First Steps in 2010 and transitioned it to a qualified health center, which was eligible for additional federal funding. Today they have two providers. Although fewer women and infants are being seen, the number of visits has increased. This data is currently being assessed.

Ms. Keller noted that lessons learned are: Allow time to identify new providers and work out transition details, and invest in staff training and career counseling. It's important to empathize with staff and recognize that this is a difficult change. After the transition, maintain a partnership with the new providers. Then evaluate the impact of the change and ensure that people are getting the services they need.

Ms. Shambach introduced Cathy Franklin, nutrition coordinator for the WIC program at the Dept. of Health; Krista Linden, founder and executive director of Step-by-Step; and Dr. Afsaneh Rahemian, Director of preventive services director for SeaMar.

Ms. Franklin provided the state's perspective on WIC and First Steps as well as the RFP process. WIC was started 40 years ago. In 2014, 305,000 women, infants, and children were served by WIC statewide; 47% of all babies in Washington are on WIC (number holds true throughout the U.S.); there are 61 contractors, 212 clinics, and about 900 staff.

Ms. Franklin reviewed the transition plan DOH takes when a transition is considered. They will let partners know in the community and do something similar to (but less formal than) an RFP process. They will then meet with agencies and develop a plan. Larger programs, such as the one at SHD, may take more time than smaller transitions. Ms. Franklin mentioned that nine months to one year is a reasonable time for a transition.

Ms. Linden talked about Step-by-Step and her role as founder. They have 30 staff and work in three counties – predominately in Pierce County, as well as some in King and Snohomish. Step-by-Step is funded mostly by grants and fundraising. They provide predominately in-home services. She is willing and open to discuss options for this transition.

Dr. Rahemian noted that SeaMar has health centers throughout Western Washington and provides medical, behavioral health, dental, and other services. They provide maternal support services since 1990; currently this service is provided in eight counties and 23 locations. They have the capacity to partner with Step-by-Step to provide services in Snohomish County. SeaMar currently has sites in Marysville, Everett, and Monroe. They provide home visits and connect mothers and babies to a



medical “home”; they work closely with pediatricians and primary care physicians. They are a federally qualified health center and qualify for federal subsidies.

The board then took a 15-minute break for dinner.

Ms. Arnold then opened the meeting to questions from board members and discussion regarding the proposed transition.

Ms. Linden noted that currently a list of eligible pregnant women is provided by the Health Care Authority; half the families on the list are referred to the Health District and the other half to SeaMar and to Step-by-Step.

Ms. Shambach described how pregnant clients on Medicaid (Apple Health) are referred to First Steps. For high-risk clients, Apple Health is required to make a referral. In 2015 they referred about 4,000 women in Snohomish County. Clients are then divided geographically between SHD, Step-by-Step, and SeaMar.

Ms. Linden indicated that their structure is different from the Health District – such as their nurses are contracted – and they rely on grants and fundraising to meet costs. Ms. Linden raised \$1.5M last year for Step-by-Step. There is a reduced amount of time (units) with clients across the board.

Ms. Rahemian added that SeaMar is federally funded and has a different reimbursement option and is subsidized. Because they are federally qualified, they can stretch non-billable units to provide the same quality of service with fewer units.

Gail Danforth, behavioral specialist at Step-by-Step spoke to risk factors and recidivism. Every client they see is pregnant and low income. Other risk factors include age, previous pregnancies, mental health, substance abuse, tobacco use, developmental disability, domestic violence, CPS cases, and alcoholism. Each risk factor is broken down by severity or degree. Anything under 37 weeks is considered pre-term delivery; low birth weight is considered 5 lbs 8 oz or less. Other risk factors could include lack of transportation or housing.

Ms. Shambach then presented the Health District’s transition plan that confirms the course endorsed previously by the Board of Health. Strategic Initiative 3 (Optimize the Delivery of Early Childhood Development Programs) from the Strategic Plan Update is a transition plan developed to explore how Health District programs and services aimed at healthy pregnancies and early childhood can be best coordinated, managed, and delivered in order to maximize the Health District’s contribution toward prevention and to ensure clients have access to the programs they need.

The goal of the transition plan for WIC is to build community capacity to provide WIC services. The Washington State Department of Health WIC office will be responsible for the identification, selection, and startup of new WIC contractors for the program in the county. They will work directly with agencies to ensure WIC services. In 2016, SHD will continue to provide WIC services while the state



WIC office works with potential WIC agencies. If the Board approves the transition plan, the Health District would stop providing services by December 31, 2016.

The goal of the transition plan for First Steps is to build capacity to provide First Steps services and continue to work with Step-by-Step and SeaMar to ensure delivery of service. We would increase the number of referrals to Step-by-Step and SeaMar. By January 2017, all First Step referrals would be addressed by Step-by-Step and SeaMar.

The third area of focus in the transition plan is Healthy Starts, the goal of which is to improve the health of infants, children, and families through community-based prevention work that emphasizes more population-based health improvement.

Healthy Starts focuses on seven priority areas: early prenatal care, high ACE scores, standardized development screening, obesity in children, dental care in children, youth suicide, and health disparities. Healthy Starts adopts a new way to organize services, and it divides work into interdisciplinary teams serving five consolidated “health planning areas.” It engages partner organizations, translates staff expertise, and incorporates existing contracted work. It also focuses on prevention and community-level strategies and works in and with the community on early childhood development.

Mr. Mayer emphasized that this is doing less with less, but it’s about staying true to the “why” of public health. Our investment in Healthy Starts requires ongoing, continued contribution of Health District resources. Mr. Mayer reviewed staff and budgetary impacts of implementing Healthy Starts, which includes an estimated reduction of 17.8 FTE and anticipated general fund support in 2017 of just over \$1.3M (a decrease of 4.3% from 2016).

Mr. Mayor acknowledged this difficult time for staff who have devoted their careers to helping women and children in our community. SHD will work with impacted staff regarding new opportunities, learning new skills, retirement options, or other career-related needs. Mr. Mayer indicated we’re at a critical juncture where the board’s confirmation is needed to move forward, with a formal endorsement requested at the April 12 Board of Health meeting. Delays could jeopardize the process.

Ms. Arnold asked if the board sees gaps in the plan, is willing to provide a general endorsement today, and is willing to provide a general endorsement of Dept. of Health’s RFP process today. She then opened it up to questions and further discussion.

Staff responded to board member questions, including funding. Ms. Shambach noted that three existing contracts will carry over and the rest is discretionary money. Mr. Mayer indicated that absent \$400K funding from the County, the Health District is in a deficit situation. This is a step in our strategic plan to leverage partners and allow us to focus on the seven areas identified for Healthy Starts. This does not, nor was it intended to, resolve our financial dilemma.



Chair Sullivan noted that counties are required by RCW to fund health districts, but cities are not (after I-695). The County faces its own financial challenges. Chair Sullivan expressed his concern for employees; he understands financial situation of the Health District but is open to all options to continue the program.

The board then discussed why cities don't participate. Mr. Mayer noted this is an 18- to 24-month journey, which included a retreat where there was discussion about revenue sources (including taxes) to support local public health. Sentiment at the retreat was that there was no support for those additional revenue options, which led us to look at a possible change in organizational structure. We're here today because the transition trajectory is a six- to nine-month timeframe.

Mr. Ryan indicated that County funding is precarious, and the County's preliminary budget will likely not reach Council until August. Council will have to make decisions based on what other possible funding sources are available.

Mr. Mayer provided costing for the Healthy Starts model. If the board endorses moving forward, the deficit in 2017 is manageable. Farther out in the forecast, there is a deeper deficit. Even working with the state legislature, there likely won't be any state help until 2018, if at all.

Ms. Fraley-Monillas gave a brief background on why cities don't contribute, including the downturn that affected city budgets. She asked for a breakdown of the affected FTEs and how many will be laid off, how many will retire, etc. She would like to have more information from the County regarding funding sources before making a decision to move forward.

Mr. Mayer indicated that the Health District's budget forecast is based on the same flat amount contributed by the County (just over \$2M).

Mr. Bond asked how the \$8M deficit is reached. He commented that this transition is simply the beginning of future budget cuts, driven by flat revenues and rising costs. Chair Sullivan added that it also is the result of the lack of city funding and reduced state funding.

Mr. Goodwin agreed that something needs to be done, but doesn't necessarily agree that cutting programs like this is the way to do it. It's important to make a decision quickly so we can be successful in the event we decide to move forward with the transition. We can take ideas back to city councils to see if there are other funding options.

Mr. Rasmussen noted that his biggest concern is ensuring the same level of service is still available if the transition is carried out. He would like to hear from the five cities that he represents and get their feedback before making a decision. He would like to hear from service providers in the community as well as the Health District.

Ms. Cook understands the concept of a population-based service, but we also have to do right by employees and the people they serve. She would like to see these programs in action. She also



agreed that cities should be helping in some way. She'd like to investigate ways cities can help and talk to her council and constituents regarding what they might be interested in doing.

Mr. Murphy would like to see programs continue and make sure Step-by-Step and SeaMar can ramp up to take on new clients. He would like to hear they have a financial commitment and can provide the same or better quality/level of service. He would like know how the transition will work for clients prior to Dec. 31.

Mr. Rankin noted concurrence in creating direction. He indicated he's impressed with the board and leadership with the care given to employees; we need to make sure we're doing right by them.

Ms. D. Wright added that we're between a rock and a hard place and have asked much of our staff over the years. She commented that she wouldn't expect much help financially from the cities.

Ms. S. Wright indicated she would appreciate more time, recognizing that board members representing cities need to go back to their respective councils. We need to ensure we've communicated to partners before moving forward in order to get the best possible outcome.

Ms. Fraley-Monillas added that it's the Health District's responsibility to determine how health services are acquired and shared; however, she noted that she's not comfortable where we are right now.

Ms. Shambach asked for clarification on "level of service" mentioned by several board members.

Chair Sullivan noted that he senses some board members are not ready to make a decision, and he is open to allowing board members to get more information and perhaps have the board meet again before the next board meeting on April 12. He gave some definitions of "level of service," including how many cases averaged over several years, how many hours an employee is in the field or in the office, the overall overhead, and are cases falling through the cracks.

Mr. Rankin added the definition could include what service are we providing in this program and what is the change after the transition; will clients receive comparable care, will we miss anyone (such as in outlying small cities)?

Mr. Mayer added that the unions and employees have strong feelings of quality and level of service. It's important to note the perspective from those who deliver the service.

Dr. Goldbaum asked board members to ask themselves this question: "If we don't do this, what is the consequence?" Staff has looked at the consequence of not taking action and its impact on the budget. We've built a budget that tries to build a new approach and alternative program to providing access to services in our community; we're relying on community partners to take up services we can no longer provide. There is \$1M less to support services.



Ms. Arnold will provide a report of the work session that will include action steps.

Adjournment

The meeting was adjourned at 6:45 PM.

Brian Sullivan, Chair

Gary Goldbaum, M.D., M.P.H., Secretary

DRAFT

CONSENT AGENDA

7.



SNOHOMISH HEALTH DISTRICT
RESOLUTION OF THE BOARD OF HEALTH

RESOLUTION NUMBER: 16-007
RESOLUTION SUBJECT: AUTHORIZATION OF MARCH 2016
PUBLIC HEALTH EXPENDITURES

WHEREAS, the Auditing Officer of Snohomish Health District has certified accounts due in March 2016 pursuant to RCW 42.24.980;

NOW, THEREFORE, the Board of Health does authorize payment of Snohomish Health District accounts payable vouchers and payroll checks in the amount \$1,252,269.27 processed for payment from February 23, 2016, through March 23, 2016.

The following voucher/warrants are approved for payment:

	<u>TOTAL</u>
Voucher check numbers: <u>62099</u> through <u>62245</u>	\$1,252,269.27

ADOPTED this 12th day of April 2016.

Judy Chapman, Auditing Officer

Brian Sullivan, Chair
Board of Health

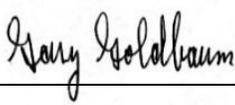
ATTEST:

Gary Goldbaum, MD, MPH
Health Officer and Director

HEALTH OFFICER REPORT

10.

MONTHLY HEALTH OFFICER'S REPORT	Proposed Board Action: No Action Requested. Briefing Only.
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<p>Division/Program: Administration (Gary Goldbaum, MD, MPH, Director Health Officer)</p> <p>Exhibits: N/A</p> <p>Prior Board Review: N/A</p> <p>Approved by Director: </p>
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Background

Ebola Virus

The World Health Organization has declared that “the Ebola situation in West Africa no longer constitutes a Public Health Emergency of International Concern and the temporary recommendations adopted in response should now be terminated.” Therefore, the medical community no longer needs to screen all patients for potential travel from West Africa. However, other diseases (such as Zika virus infection) are of concern, so public health still advises health care providers to take a travel history when symptoms suggest an infectious condition.

Zika Virus

As evidence accumulates supporting Zika virus infection as a cause of microcephaly, the Centers for Disease Control & Prevention (CDC) has issued detailed recommendations for preventing transmission to women who are pregnant or likely to become pregnant in the near future. Beyond avoiding mosquito bites, CDC recommends abstaining from sex or practicing safe sex to delay conception for at least eight weeks after possible Zika virus illness or exposure. Similarly, CDC advises men to abstain or practice safe sex for at least eight weeks following exposure and six months after onset of illness (because the virus appears to survive in semen for several months).

White-Nose Syndrome

White-nose syndrome (WNS), a fungal disease that kills bats, was recently identified in a King County bat (the first time WNS has been reported west of Nebraska). The fungus is not known to pose a threat to humans. However, bats eat insects that may otherwise pose a human health risk (e.g., mosquitos carrying West Nile virus), so declines in bat populations could have secondary human health effects. To assess the extent of the disease among native bats, the Washington Department of Fish & Wildlife (WDFW) is asking the public to report unusual behavior in bats such as trouble flying during the daytime, dying or sick bats, or bats that have a white fungus on their face or wings. WDFW warns the public not to handle live bats, but to submit dead bats for testing. Although guidelines advise handling dead bats with gloves, increased contact with bats may lead to more accidental rabies exposure. Persons submitting bats will be reported to local health jurisdictions for rabies exposure screening. If rabies exposure is a possibility, WDFW will first send the submitted bats to the Washington State Public Health Laboratory for rabies testing. If rabies testing is negative, the bats will be returned to WDFW for further testing.

Legislation

The legislature concluded its extra session by passing a budget and a few policy bills. In support of the public's health, the budget includes \$15 million for youth homelessness programs that pair with housing programs, \$28 million to improve safety at Western State Hospital and other psychiatric hospitals, \$500,000 to improve the Washington Immunization Information System, and funding to create a panel to review maternal deaths and make recommendations on how to avoid them.

Of particular interest to the Board is the passage of Senate Substitute Bill 6328 dealing with vaping. The legislation addresses many issues for which statewide legislation is essential, such as labeling, packaging, and Internet sales. It directs some funding to prevention activities. However, the legislation inadequately funds enforcement and sets few restrictions on sampling. Although the legislation allows local jurisdictions to regulate use in indoor spaces other than shops offering sampling, local jurisdictions are pre-empted from regulating outdoor use except where children congregate (e.g., schools, parks, and playgrounds). Staff are reviewing the legislation and will bring recommendations for revising our local code to comply with state law.

Health Care Transformation

The North Sound Accountable Community of Health (NSACH) is the entity charged with convening hospitals, managed care plans, housing, public health, mental health and chemical dependency providers, and others in our region (Snohomish, Skagit, Whatcom, Island, and San Juan counties) to guide the dramatic changes to the Medicaid system. The NSACH (of which I am Vice Chair) is proceeding to incorporate and is considering a new governance structure. Millions of dollars will likely pass through this entity, presenting an opportunity to invest more wisely than before, especially in prevention activities such as wrap-around services in public housing. However, upstream investments compete with acute care needs, so it remains to be seen if this experiment will truly succeed in lowering costs long term.

Board Authority

N/A

Recommended Motion:*Gary Goldbaum, MD, MPH, Health Officer | Director***No Action Required. Briefing Only.**

ACTION ITEMS

11.

**2016 SHD PUBLIC HEALTH POLICY
AGENDA**

Proposed Board Action:

Approve “2016 Proposed Public Health Policy Agenda for Snohomish Health District”

Division/Program: Administration (Gary Goldbaum, M.D., Health Officer | Director; Peter M. Mayer, Deputy Director | Chief Operating Officer)

Exhibits: A. Health Policy Briefing Paper; B. 2016 Proposed Public Health Policy Agenda for Snohomish Health District

Prior Board Review: PHAC review 3/23/16

Approved by Deputy Director | Chief Operating Officer:



Background

The Snohomish Health District’s Board of Health sets countywide policies and regulations to protect and promote the health of Snohomish County residents. The Board has broad legal authority and responsibility to protect the community’s health and to enforce a variety of local, state, and federal laws and regulations. They select and oversee the agency’s leadership, work with staff to set District policy and priorities, approve the agency’s annual budget and enact health policies and regulations to prevent disease and promote health.

The Health District’s charter (Article II- Purpose) denotes the important role the agency serves, including “to enact such rules and regulations as are necessary in order to preserve, promote and improve the public health,” and “to provide information and education to the public relative to matters pertaining to the preservation of life and health.”

Over the years, the Board of Health has enacted measures to improve the health and well-being of Snohomish County residents, including policies to ensure food and water safety that support the implementation of vaccination programs for school-age children and adults to prevent spread of disease, implementing tobacco-free environments to reduce exposure to second-hand smoke, and advocating for fluoridation to reduce dental carries.

In response to the agency’s 2009 Strategic Plan, the Board of Health approved Resolution 09-20 creating a Public Health Advisory Council (PHAC) to “convene community partners to provide periodic advice to the District and the Board of Health.” Initially established in October 2009 and subsequently expanded in June 2012, the Council represents broad perspectives and collaborations across community organizations to help inform public health policy-making.

The National Association of County and City Health Officials (NACCHO) notes “policy development is one of the three core functions of public health and is becoming an increasingly

important tool in protecting and improving the public's health. Because local health departments (LHDs) have in-depth knowledge of health-related issues in their communities, they play a vital role in educating others about policies and strategies to address these health-related issues. Together with community partners and elected officials, LHD's work to advance laws, regulations, policies and practices to improve health and health equity in their communities" (NAACHO 2013 National Profile of Local Health Departments). A briefing paper (Exhibit A) provides background on public health policy and the importance of a "health in all policies" approach to community-planning.

The Health Policy Agenda

To help guide and focus the Board's attention on trending health issues and concerns, staff initiated a multi-phase process to develop an annual health policy agenda (Exhibit B). An agenda is a collection of problems or issues and their causes, representations (privately and publicly), and their suggested resolutions that garner the attention and consideration of policy-makers locally, nationally, or internationally within or across institutions, organizations, or governments. Agendas are defined by missions and strategic plans and help set priorities for action. Agenda development includes defining the problem and establishing the agenda – two intertwined and evolving processes.

The agenda notes five priority areas; three of the issues (**Youth Physical Abuse, Youth and Adult Obesity, and Suicide**) are reflected in the 2014 Community Health Improvement Plan (CHIP) and are currently being addressed within the county.

The **Substance Use and Environmental Health/Pharmaceutical Take-Back** policy issue is intended to address new opportunities and authorities to sustain the program. Since 2009, this collaboration of public health with law enforcement provides secure drop-off locations for all medicines, especially controlled substances. Recently, other jurisdictions have enacted policies requiring the pharmaceutical industry to fund proper collection and disposal of unused drugs, similar to Washington's electronic recycling program. Exploration of this issue began in the summer of 2015, and in early 2016 the Board formed the Pharmaceutical Stewardship Ad Hoc Committee. The committee is currently drafting a countywide policy establishing industry-funded product stewardship modeled after programs in King County and several California counties. The policy would require medicine producers to finance and provide a take-back system for expired and unneeded medicines used in homes. The first reading of the draft ordinance and public comment are scheduled in May 2016.

Added to the Public Health Policy Agenda for 2016 is the issue of "**Public health structure and funding.**" The ability of governmental public health to improve the community's health depends on the resources available to support assessment, policy development, and specific programming. Deep cuts in traditional funding over the past decade have negatively impacted public health programs and demanded review of current strategies to fund and structure governmental public health. To address this issue, the Board formed the Organizational Assessment Ad Hoc Committee. This committee, along with consultants from the William D. Ruckelshaus Center, are exploring ways in which the Health District can provide public health services to clients and the residents of Snohomish County, fund those services, and provide effective and efficient governance. Staff from the Ruckelshaus Center are in the process of scheduling and conducting interviews of a wide range of county entities and stakeholders.

Items "**for future consideration**" listed on the agenda serve to help inform the Board of burgeoning matters that staff, PHAC members, and others have noted that may become higher priorities throughout the year and/or beyond. Staff will continue to keep the Board and PHAC

apprised should circumstances require revisiting the agenda. Additionally, new or unforeseen public health issues, concerns, and trends may emerge that might also require revisiting the agenda.

Next Steps

As presented, the Public Health Policy Agenda is intended to help frame and prioritize the important public health policy matters facing Snohomish County and that will require considerable staff time, focus, and expertise. A community engagement strategy will be developed for each area, and the PHAC and Board of Health will be regularly engaged as policy proposals are crafted.

At their March 23, 2016, meeting, the PHAC reviewed and recommended that the Board of Health approve the 2016 Proposed Public Health Policy Agenda for the Snohomish Health District.

Board Authority

Consistent with Resolution 11-36 (12/13/11) and SHD's "Division of Responsibilities," the Board of Health sets budget and policy.

Recommended Motion:

Gary Goldbaum, M.D., Health Officer | Director
Peter M. Mayer, Deputy Director | Chief Operating Officer

MOVE TO approve the "2016 Proposed Public Health Policy Agenda for Snohomish Health District" as described in Exhibit B.

EXHIBIT A

WHAT IS PUBLIC HEALTH?

Public health is the practice of preventing disease and promoting health within groups of people, from small communities to entire countries.

Health protection, involves **actions** taken directly by governments **to prevent the development and spread of disease and illness**. It includes activities such as investigating reports of certain communicable diseases and introducing regulations to prevent the exposure of individuals to contaminated food and other health hazards.

Health promotion, on the other hand, involves **actions** taken by governments **to encourage behaviors amongst citizens that will produce better health**. Health promotion activities include campaigns to discourage smoking and to promote physical activity and healthy eating.

Policy is defined as "...a definite course or method of action selected from among alternatives...to guide and determine present and future decisions" (Merriam-Webster Online Dictionary)

PUBLIC HEALTH POLICY

The Snohomish County Board of Health has broad legal authority and responsibility to protect the public's health and enforce a variety of local, state and federal laws and regulations. **Responsibilities include enacting local rules to preserve, promote, and improve public health**. The Board may pursue **regulatory remedies** imposing rules to protect the health of the population or in other cases **adopt policies that encourage actions** be taken by local entities and organizations or state government to address a public health concern. In any case, such policy is typically **expressed in legislation, strategic, comprehensive or other local planning documents, and administrative actions**. It is translated and carried out through rules and regulations, standards, manuals, contractual agreements, and enforcement actions.

Many health challenges—chronic illness, health inequities, climate change, and spiraling healthcare costs—are highly complex and often linked. The environments in which people live, work, learn, and play have a tremendous impact on their health. Responsibility for these environments falls to many non-traditional health partners, such as housing, transportation, education, air quality, parks, criminal justice, energy, and employment agencies. **"Health in All Policies" is a collaborative approach to improving the health of all people by incorporating health considerations into decision-making across sectors and policy areas**. The goal of *Health in All Policies* is to ensure that decision-makers such as city and county staff and elected officials are informed about the health, equity, and sustainability consequences of various policy options during the policy development process.

Effective public health policy is ultimately reflected in practice—**actions that prevent disease and change individual behaviors**. Examples already underway include:

- State law requiring vaccination of school-age children and local technical support to health care providers to help them overcome patient reluctance to vaccinate
- Local ordinance assuring safe handling of food, safe wells, and safe on-site septic systems
- Local advocacy with local governments to include a **"Health Element" in local comprehensive plans** to guide development of the built environment for improved public health outcomes
- State law prohibiting smoking in most public places and local advocacy for tobacco free environments, such as public parks and publicly funded housing, to reduce exposure to secondhand smoke, reduce litter, and discourage tobacco use generally

Administration

3020 Rucker Avenue, Suite 306 ■ Everett, WA 98201-3900 ■ fax: 425.339.5263 ■ tel: 425.339.5210

About Public Health Policy

- Providing technical support for a [“Complete Streets”](#) policy to reduce injuries among pedestrians and bicyclists and increase opportunities for biking and walking
- Helping Snohomish County [schools sponsor “Safe Routes to School”](#) programs to increase physical activity among youth

[THE VALUE OF PUBLIC HEALTH POLICY](#)

Public Health Saves Money and Improves Quality of Life.

A healthy public gets sick less frequently and spends less money on health care; this means better economic productivity and an improved quality of life for everyone.

Public Health Helps Children Thrive.

Healthy children attend school more often, perform better overall, and become healthy adults. Public health professionals strive to ensure that all children grow up in a healthy environment with adequate resources, including health care.

Public Health Reduces Human Suffering.

Public health prevents illness by promoting healthy behaviors through education and environmental changes to support healthy choices. Public health also reduces the impact of disasters by preparing people for the effects of disasters such as hurricanes, wildfires, and terrorist attacks.

HEALTH POLICY DEVELOPMENT IN SNOHOMISH COUNTY

Snohomish Health District staff monitor health trends and work with the [Public Health Advisory Council \(PHAC\)](#) to develop a health policy agenda. The agenda identifies priority areas and indicators for action. The PHAC is appointed by the Board of Health to consider public health issues and recommend policies and actions to improve the health of Snohomish County residents. PHAC recommendations are vetted and refined through a committee of the 15-member Board of Health. The Committee advances its recommendations to the full Board of Health, where public comment is sought to help inform the Board before final rulemaking or policy proposals are adopted.

Examples of Public Health Concerns in Snohomish County

- ❖ Youth physical abuse
- ❖ Obesity
- ❖ Suicide
- ❖ Substance use- pharmaceutical stewardship
- ❖ Public health structure and funding
- ❖ Access to drug/alcohol treatment, early interventions
- ❖ Mental health- mental health first aid
- ❖ Adverse Childhood Events/Trauma-Informed Care
- ❖ Climate Change
- ❖ Homelessness- prevention and intervention
- ❖ Injury prevention
- ❖ Maternal child health- breast feeding, prenatal care, abuse prevention
- ❖ Nutrition- vending; menu labels
- ❖ Youth dental decay
- ❖ Indoor air quality

Administration

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EXHIBIT B

2016 Proposed Public Health Policy Agenda for Snohomish Health District

Agenda-setting is the essential first step in the policy process. It is an extension of problem identification and a prerequisite to successful policy development at all levels. An agenda is a collection of problems or issues and their causes, representations (privately and publicly), and their suggested resolutions that garner the attention and consideration of policy makers locally, nationally, or internationally within or across institutions, organizations, or governments. Agendas are defined by missions and strategic plans. The mission and strategic plans guide agenda-setting at all levels and determine priorities for action. Agenda development, then, includes defining the problem and establishing the agenda. These are two intertwined and evolving processes.

The proposed 2016 public policy agenda builds on the 2015 agenda:

Problem	Rationale for Selection	Snohomish Health District 2009 Strategic Plan Direction (09SPD) & 2014 Update Strategic Initiative (14USI)
Youth Physical Abuse	One in six Snohomish County youth reported being physical abused by an adult. Physically abused youth are four times as likely to attempt suicide and are more likely to participate in risky behaviors.	09SPD #5 Improve the quality of and access to information and education about disease and injury prevention across the community. 09SPD #7 Increase public involvement in public health policy and direction.
Youth and Adult Obesity	Obesity affects 27% of adults and 11% of children in Snohomish County, double the 1994 obesity rates. It is a contributing factor to heart disease, certain cancers, and diabetes. There is a need for coordinated efforts that will increase physical activity and improve nutritional quality for current and future generations.	09SPD #2 Support healthy lifestyles and environments for the prevention of chronic disease and injury.
Suicide	Suicide is the 9 th leading cause of death in Snohomish County. Suicide rates in Washington are higher than the national average. The rate of self-destruction in Snohomish County, rose sharply beginning in 2009.	09SPD #2 Support healthy lifestyles and environments for the prevention of chronic disease and injury.
Substance Use and Environmental Health-- Pharmaceutical Take-Back	Unintentional poisoning deaths have increased in Snohomish County since the	09SPD #1 Assure provision of basic public health services to protect the

Problem	Rationale for Selection	Snohomish Health District 2009 Strategic Plan Direction (09SPD) & 2014 Update Strategic Initiative (14USI)
	<p>1990's. Most of this increase was driven by the increasing use of opioid painkillers. Illicit drug use remains in the top 10 actual causes of death in Snohomish County.</p> <p>In addition, water quality issues can result from pharmaceuticals deposited in the waste stream through landfills, public sewers, and private septic systems. Ultimately, lakes, streams, and Puget Sound can be compromised.</p>	<p>population's health and safety.</p> <p>09SPD #2 Support healthy lifestyles and environments for the prevention of chronic disease and injury.</p>
Public health structure & funding	The ability of governmental public health to improve the community's health depends on the resources available to support assessment, policy development, and specific programming. Deep cuts in traditional funding over the past decade demand review of current strategies to fund and structure governmental public health.	<p>09SPD #3 Create support for stable and adequate public health funding</p> <p>14USI #7 Improve Health District funding and governance</p>

For future consideration:

- Alcohol and other drugs – access to treatment, early interventions
- Childhood Development – adverse childhood events, young parent/caregiver support, priority funding, institutional and human service system awareness/trauma-informed care
- Climate Change – shifting of disease patterns (heat, zoonoses), planning, mitigation
- Education – preschool access, high school graduation
- Emergency preparedness and response capabilities – H1N1
- Homelessness – prevention, intervention
- Injury Prevention – firearms (safe storage), helmets
- Maternal Child Health – breast feeding, prenatal care, workplace support, abuse prevention
- Mental Health – mental health first aid
- Nutrition – vending, menu labels
- Oral Health – access
- Physical activity – recess before lunch, school bicycle policies
- Poverty and health outcomes – awareness of health in all policies, funding support for programs/policies to reduce disparities

<p>YOUTH MARIJUANA PREVENTION AND EDUCATION GRANT</p>	<p>Proposed Board Action:</p> <p>Authorize the Deputy Director to enter into a contract with United General Hospital District #3 for the period of April 1, 2016, through June 30, 2017, with expenditures not to exceed \$182,000 for services associated with the Youth Marijuana Prevention and Education Grant.</p>
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Division/Program: Community Health Division/Healthy Communities

Exhibits: A. Youth Marijuana Prevention Program Contract Agreement for Services

Prior Board Review: N/A

Approved by Deputy Director | Chief Operating Officer: 

Executive Summary

This grant is to prevent initiation and reduce marijuana use in youth populations, ages 12-20 years old, and incorporate tobacco-prevention efforts as they align with marijuana use (i.e., electronic cigarettes and vaping devices). Work will be done in Snohomish County and in cooperation with the four other counties that comprise the North Puget Sound Accountable Communities of Health: Island, Skagit, Whatcom, and San Juan.

Background

In 2012, Washington State legalized recreational use of marijuana through the passage of Initiative 502 (RCW 69.50.540). As a provision of Initiative 502, the Washington State Department of Health is mandated to develop and implement the following:

1. A grants program for local health departments or other local community agencies that supports the development and implementation of coordinated intervention strategies for prevention and reduction of marijuana use by youth
2. A marijuana-use public health hotline that provides referrals to substance abuse treatment providers, utilizes evidence-based or researched-based public health approaches to minimizing the harms associated with marijuana use
3. A media-based education campaign across television, internet, radio, print, and out-of-home advertising separately targeting youth and adults that provides medically and scientifically accurate information about the health and safety risks posed by marijuana use.

The grant focuses on three major areas:

1. Identifying the program needs through a regional needs assessment that recognizes available resources to support prevention efforts, community and school needs, and the needs of youth from priority populations or communities that bear a high burden of marijuana use
2. Implementing a youth marijuana prevention and education program in collaboration with substance-abuse prevention partners to prevent the use of and reduce the initiation of using marijuana, e-cigarettes, and vaping devices, and implementing environmental and systems change prevention strategies to prevent marijuana use by youth
3. Enhancing community/school/stakeholder participation in youth marijuana prevention and education programs through outreach, partnering with existing service providers, and providing services and resources to communities that serve the needs of youth from priority populations and communities.

Four activities are required for this grant:

1. Disseminate updated school signage to school districts throughout region
2. Establish or expand relationships between the Regional Marijuana Prevention Program and State Drug Free Community Coalitions and Community Prevention and Wellness Initiative Coalitions within the region to encourage marijuana prevention as a priority among their prevention planning
3. Conduct a regional assessment of youth marijuana prevention and education program needs
4. Participate in the recruitment of Healthy Youth Survey participation with school districts within the region.

For Snohomish Health District, this Marijuana Prevention and Education grant will align with existing tobacco-prevention efforts and strengthen partnerships with Community Prevention and Wellness Initiative (CPWI) coalitions as well as the four other local public health jurisdictions in the North Puget Sound Accountable Communities of Health (ACH) region.

Budget Implications

The grant will run from April 1, 2016, through June 30, 2017, with \$182,000 allocated to Snohomish Health District. Half of the funds must be spent before June 30, 2016, and the remainder is for July 1, 2016, to June 30, 2017. The staffing and associated program costs for year one and year two are as follows:

April 1, 2016-June 30, 2016 Year One	
Expenditures	\$ Total
Salaries and Benefits	\$34,740
One New Position—0.7 FTE new, grant-funded Healthy Communities Specialist	
Existing Positions-- 0.20 FTE program manager, 0.20 FTE program specialist, 0.40 FTE Healthy Communities Specialists	
Supplies	\$31,868
Services	\$0
Subtotal Direct Costs	\$66,608
Reimbursable Indirect Costs (36.62%)	\$24,392
Total Grant Award	\$91,000
Non-reimbursable Indirect Costs	\$0
Total Costs	\$91,000

July 1, 2016-June 30, 2017 Year Two	
Expenditures	\$ Total
Salaries and Benefits One New Position—0.7 FTE new, grant-funded Healthy Communities Specialist	\$65,397
Supplies	\$1,211
Services	\$0
Subtotal Direct Costs	\$66,608
Reimbursable Indirect Costs (36.62%)	\$24,392
Total Grant Award	\$91,000
Non-reimbursable Indirect Costs	\$0
Total Costs	\$91,000

Funds for the Youth Marijuana and Prevention Education grants will be awarded from the Washington State Department of Health to each of the nine organizations serving as a lead for the regions represented by the nine Accountable Communities of Health (ACH) throughout Washington. United General Hospital District #304 serves as the regional lead organization for Island, Skagit, Whatcom, San Juan, and Snohomish Counties for the youth marijuana prevention and education dollars from the Washington State Department of Health. In addition, for several years, they have served as the regional lead for the Community Prevention and Wellness Initiative (CPWI) funds from the Washington State Department of Social and Health Services and the youth tobacco-prevention lead for Skagit, Island, Whatcom, and San Juan Counties. Should funding for the Youth Marijuana Prevention and Education grant not be renewed, the one new Healthy Communities Specialist position will be eliminated.

Recommendations

Staff recommends entering into a contract with United General Hospital District #304 to begin work on the Youth Marijuana Prevention and Education Program grant. Snohomish Health District's efforts in tobacco prevention and control and the recent adoption of new Snohomish County sanitary code regarding the Smoking in Public Places law and vaping provide an excellent foundation for this Health District to address youth marijuana prevention and education.

Board Authority

Consistent with Resolution 11-26 (12/13/11) and Snohomish Health District's "Division of Responsibilities," the Board of Health retains authority to approve new grants in excess of \$50,000 and less than \$100,000 for a total contract per year.

Recommended Motion:

Charlene Shambach | Director of Community Health
Carrie McLachlan | Program Manager, Healthy Communities and Assessment

MOVE TO authorize the Deputy Director to enter into a contract with United General Hospital District #304 for the period of April 1, 2016, through June 30, 2017, with expenditures not to exceed \$182,000 for services associated with the Youth Marijuana Prevention and Education Grant and direct staff to return with a 2016 budget adjustment inclusive of the amount for FY2016.

EXHIBIT A

CONTRACT AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into by Snohomish Health District and between Skagit County Public Hospital District 304, DBA United General District #304 of Skagit County, Washington referred to as "United" and, Snohomish Health District hereinafter referred to as the Contractor.

THE PURPOSE OF THIS AGREEMENT – Implement youth marijuana prevention activities outlined in the Snohomish Health District work plan.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The Contractor shall assume responsibility for performance of the activities reflected in the Scope of Work (Exhibit A) provisions of this contract.

PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence April 1, 2016 through June 30, 2017.

PAYMENT

The cost of accomplishing the work herein will not exceed \$182,000 and must be in accordance with the Statement of Work and submitted budget. \$91,000 must be spent by June 30th, 2016; the remaining \$91,000 must be spent by June 30th, 2017 (**Exhibit A**). This contract amount is based on actual reimbursements. Compensation for services provided shall be issued upon receiving a quarterly report (**Exhibit B**) and an invoice voucher (**Exhibit C**) with proper detailed back-up documentation. Food and equipment purchases are not allowable expenses.

BILLING PROCEDURES

Payment to the Contractor for approved and completed work will be made by warrant by United within 14 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 14 days after the expiration date.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such agreements shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

CONTRACT MANAGEMENT

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this agreement.

The Contract Manager for United is:
Carol Hawk
United General District #304
2241 Hospital Drive
Sedro Woolley WA 98283
360-854-7170

The Contract Manager for the Contractor is:
Carrie McLachlan, Program Manager
Community Health Division
Snohomish Health District
3020 Rucker Avenue Suite #206
Everett, WA 98201
cmclachlan@snohd.org

OWNERSHIP OF WORK PRODUCTS

All data, materials, intellectual properties, discoveries, deliverables, memoranda and other documents developed under this Agreement, whether finished or not, shall become property of United, shall be forwarded to United at its request and may be used by United as it sees fit.

GOVERNANCE AND DISPUTES

This Agreement shall be construed under the laws of the State of Washington and applicable federal laws. Venue and jurisdiction over any dispute involving this Agreement shall be exclusively in the Superior Court in Skagit County, Washington. In the event either party, with respect to this Agreement, commences legal proceedings, the prevailing party shall be entitled to recover all costs and expenses incurred in connection with such action, including reasonable attorneys' fees.

HOLD HARMLESS

United shall protect, defend, indemnify and hold harmless Contractor including officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, in any way resulting from a United negligent act or omissions. Contractor shall protect, defend, indemnify and hold harmless United including officers, employees and agents from any and all costs, claims, judgments and/or awards of damages arising out of, or in any way resulting from a Contractor negligent act or omissions.

PRIVACY

Personal information collected, used, or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of United or as provided by law. Contractor agrees to implement physical, electronic, managerial safeguards to prevent unauthorized access to personal information.

TERMINATION

Either party may terminate the Agreement upon 30 days prior written notification to the other party. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of the termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this agreement or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given a reasonable opportunity to correct the violation. If failure of violation is not corrected, this Agreement may be terminated immediately.

ENTIRE AGREEMENT

This agreement and attachment contain all the terms and condition agreed upon by the parties. No other understandings, oral, otherwise not contained herein shall be binding upon either party.

United General District #304

CONTRACTOR

Ted Brockmann | CEO/CFO

Pete Mayer, Deputy Director | COO

Date

Print Name

Carol Hawk | Director

Title

Date

Date

Snohomish County – Statement of Work

Task 1: Identify YMPEP program needs	
Activity	Activity Description
Activity 1.1 Conduct regional assessment of YMPEP program needs.	Participate in North Sound YMPEP regional needs assessment; provide data as determined by regional lead and partners.
	Objective/Projected Outcome Data will be provided regarding county-level data on youth and adult marijuana use. Regional lead will provide “roll-up” of data and report out on regional findings.
Timeframe Year 1: (April 1- June 30, 2016) Start: April, 2016 Complete: June, 2016	Timeframe Year 2: (July 1, 2016- June 30, 2017) Start: July, 2016 Complete: June, 2017
Task 2: Implement Regional YMPEP program	
Activity	Activity Description
Activity 2.1 Disseminate updated school signage to school districts throughout region.	North Sound YMPEP partners develop a plan to disseminate to schools within their communities.
	Objective/Projected Outcome Schools will display signage regarding all (school, local, state) tobacco/vaping/marijuana laws, codes and policies. DOH will provide printed signs, SHD will provide metal signs for key school locations not well served by printed signage, e.g. parking lots and athletic facilities.
Timeframe Year 1: (April 1- June 30, 2016) Start: April, 2016 Complete: June, 2016	Timeframe Year 2: (July 1, 2016- June 30, 2017) Start: July, 2016 Complete: June, 2017
Task 2: Implement Regional YMPEP program	
Activity	Activity Description
Activity 2.2 Develop materials and education tailored to the needs of general and priority populations.	All North Sound YMPEP partners will participate in planning and decision-making regarding materials for general populations and priority populations.
	Objective/Projected Outcome Appropriate educational materials available/ displayed/distributed to priority populations
Timeframe Year 1: (April 1- June 30, 2016) Start: April, 2016 Complete: June, 2016	Timeframe Year 2: (July 1, 2016- June 30, 2017) Start: July, 2016 Complete: June, 2017 As needs arise, additional material may be created and distributed accordingly.

Snohomish County – Statement of Work

Task 2: Implement Regional YMPEP program	
Activity	Activity Description
<p>Activity 2.3 Develop youth leaders to create healthier communities and prevent marijuana use by peers.</p>	<p>North Sound YMPEP partners will plan and implement a Youth Summit focused on marijuana.</p>
	<p>Objective/Projected Outcome</p> <ul style="list-style-type: none"> • Attending youth will be educated about marijuana use in their communities, using their own HYS data (keep in mind that youth attending a summit probably won't be from the prevention target audiences) • Attending youth will be trained as peer educators and return to their schools ready to educate their peers
<p>Timeframe Year 1: (April 1- June 30, 2016)</p> <p>Start: April, 2016 Complete: June, 2016</p> <ul style="list-style-type: none"> • Create a core group of youth leaders that represent the whole island. • Successfully hold Regional Youth Summit meeting. 	<p>Timeframe Year 2: (July 1, 2016- June 30, 2017)</p> <p>Start: July, 2016 Complete: June, 2017</p> <p>Establish an ongoing youth leadership program to address substance abuse.</p>
Task 2: Implement Regional YMPEP program	
Activity	Activity Description
<p>Activity 2.5 Deliver evidence-based curriculum and/or programs with marijuana prevention outcomes in school and/or community settings.</p>	<ul style="list-style-type: none"> • Identify evidence-based curriculums and programs • Identify where these are already being implemented (baseline) and determine gaps and priority programming
	<p>Objective/Projected Outcome</p> <ul style="list-style-type: none"> • Number of schools with implemented best practice curriculums • Number of best practice programs delivered to community • Database of parent education opportunities in each county; database of curriculums addressing marijuana education
<p>Timeframe Year 1: (April 1- June 30, 2016)</p> <p>Start: April, 2016 Complete: June, 2016</p> <ul style="list-style-type: none"> • Complete Needs Assessment with collaboration of schools and communities. • Begin to explore potential curriculum/programs to address needs. 	<p>Timeframe Year 2: (July 1, 2016- June 30, 2017)</p> <p>Start: July, 2016 Complete: June, 2017</p> <p>Identify and implement appropriate programs that address marijuana prevention</p>

Snohomish County – Statement of Work

Task 2: Implement Regional YMPEP program	
Activity	Activity Description
<p>Activity 2.6 Development and implementation of policies and procedures that restrict access and availability e-cigarette and vaping devices by youth.</p>	<ul style="list-style-type: none"> • Conduct a policy review of school district policies regarding use/presence of marijuana on school property • Ask schools what they need/want in terms of educational materials, assistance with policies and discipline, etc. • Work with school partners to create consistent discipline policies and procedures; alternatives to suspension.
	<p>Objective/Projected Outcome</p> <p>Survey instrument developed to seek information on school needs regarding marijuana education and support from the North Sound YMPEP</p>
	<p>Timeframe Year 1: (April 1- June 30, 2016)</p> <p>Start: April, 2016 Complete: June, 2016</p>
Task 2: Implement Regional YMPEP program	
Activity	Activity Description
<p>Activity 2.7 Development and implementations of policies and procedures that restrict use and availability of marijuana, e-cigarette, and vaping devices at public and community events.</p>	<ul style="list-style-type: none"> • Include marijuana and vaping in SIPP laws, county codes • Promote state laws and codes via signage, websites, social media • Encourage community events (fairs, markets, ballparks, parks) to become smoke/vape/marijuana free • Work with communities to prohibit smoke/vape/marijuana sales within a specified distance of school property
	<p>Objective/Projected Outcome</p> <ul style="list-style-type: none"> • Aligns with Objective 3 • Reduce the access youth have to e-cigarettes and vaping devices
	<p>Timeframe Year 1: (April 1- June 30, 2016)</p> <p>Start: April, 2016 Complete: June, 2016</p>

Snohomish County – Statement of Work

Task 3: Enhance community/school/stakeholder participation in regional YMPEP program	
Activity	Activity Description
Activity 3.1 Establish or expand relationships between Regional Marijuana Prevention Program and State Drug Free Community Coalitions and Community Prevention and Wellness Initiative Coalitions within the region to encourage marijuana prevention is a priority among their prevention planning.	<ul style="list-style-type: none"> Identify entities known and unknown and their leaders Become members of initiatives, coalitions, programs
	Objective/Projected Outcome <ul style="list-style-type: none"> Unknown coalitions/initiatives identified Marijuana prevention adopted as a priority in affiliated communities
Timeframe Year 1: (April 1- June 30, 2016) Start: April, 2016 Complete: June, 2016	Timeframe Year 2: (July 1, 2016- June 30, 2017) Start: July, 2016 Complete: June, 2017
Task 3: Enhance community/school/stakeholder participation in regional YMPEP program	
Activity	Activity Description
Activity 3.2 Participate in the recruitment of Healthy Youth Survey participation with school districts within your region.	<ul style="list-style-type: none"> Share with regional partners Snohomish Health District's past HYS recruitment process and outcomes Partner with ESD #189 to engage with schools to increase responses of 12th graders.
	Objective/Projected Outcome <ul style="list-style-type: none"> Regional partners will have a tool/process to recruit more HYS participation Increased 12th grade HYS response rate
Timeframe Year 1: (April 1- June 30, 2016) Start: April, 2016 Complete: June, 2016	Timeframe Year 2: (July 1, 2016- June 30, 2017) Start: July, 2016 Complete: June, 2017

Snohomish County – Statement of Work

Youth Marijuana Prevention and Education Program Budget

County: Snohomish

Organization Name: Snohomish Health District

Contact Name, Email and Phone Number: Carrie McLachlan, cmclachlan@snohd.org, 425.339.8650

April - June 2016 Budget	
Personnel / Honorarium / Stipend	Amount
Healthy Communities Specialist (Step 2) 0.7 FTE - New Hire	\$15,737
Healthy Communities Specialist (Step 3) 0.2 FTE - Wendy Burchill	\$4,272
Healthy Communities Specialist (Step 7) 0.2 FTE - Annie Peterson	\$4,650
Program Specialist II (Step 7) 0.2 FTE - Pat Calcote	\$3,842
Program Manager (Step 8) 0.2 FTE - Carrie McLachlan	\$6,239
Total Personnel Cost	\$34,740
Brief Narrative - How do the funds in this category support the activities in your work plan: Staff will participate in the North Sound Youth Marijuana Prevention and Education regional needs assessment, plan with regional partners for a youth summit focused on marijuana, establish or expand relationships with CPWI and other prevention coalitions in Snohomish County, and participate in the recruitment of Healthy Youth Survey participants in the Snohomish County school districts.	
Travel	Amount
Total Travel Cost	
Brief Narrative - How do the fund in this category support the activities in your work plan: Mileage and related travel expenses will be used for travel within Snohomish County for meetings with various coalitions and school district. Reimbursement is at the IRS approved rate.	
Supplies and Materials	Amount
Metal Signs for middle and high school e.g. parking lots, athletic facilities	\$22,000
Office supplies and printing	\$9,868
Total Supplies and Materials Cost	\$31,868
Brief Narrative - How do the funds in this category support the activities in your work plan: These funds support the required activity to disseminate updated school signage to school districts throughout the region. Fourteen public school districts are present in Snohomish County. Office supplies are for general use. Printing is needed for use with coalitions and school districts.	
Other	Amount
Overhead/Indirect at 36.62%	\$24,392
Total Other	\$24,392
Brief Narrative - How do the fund in this category support the activities in your work plan: These funds provide a facility for staff, utilities, supplies, access to a vehicle fleet, and Health District administrative and business office support.	
Total Funds Amount/Request:	\$91,000

Snohomish County – Statement of Work

July 1st 2016 – June 30th 2017 Budget	
Personnel / Honorarium / Stipend	Amount
Healthy Communities Specialist (Steps 1-2) 0.7 FTE - New Hire	\$65,397
Total Personnel Cost	\$65,397
Brief Narrative – How do the fund in this category support the activities in your work plan: Staff will utilize the North Sound Youth Marijuana Prevention and Education regional needs assessment, disseminate updated school signage to school districts, establish or expand relationships with CPWI and other prevention coalitions in Snohomish County, and participate in the recruitment of Healthy Youth Survey participants in the Snohomish County school districts.	
Travel	Amount
Total Travel Cost	
Brief Narrative – How do the fund in this category support the activities in your work plan: Mileage and related travel expenses will be used for travel within Snohomish County for meetings with various coalitions and school district. Reimbursement is at the IRS approved rate.	
Supplies and Materials	Amount
Office supplies and printing	\$1,211
Total Supplies and Materials Cost	\$1,211
Brief Narrative – How do the fund in this category support the activities in your work plan: Office supplies are for general use. Printing is needed for use with coalitions and school districts.	
Other	Amount
Overhead/Indirect at 36.62%	\$24,392
Total Other	\$24,392
Brief Narrative – How do the fund in this category support the activities in your work plan: These funds provide a facility for staff, utilities, computers, general supplies, access to a vehicle fleet, and Health District administrative and business office support.	
Total Funds Amount/Request:	\$91,000

Youth Marijuana Prevention Programs Quarterly Report Form

Due:

County: Snohomish

Program/Snohomish Contact: Carrie McLachlan

Task 1: Identify YMPEP program needs	
Activity	Activity Description
Activity 1.1 Conduct regional assessment of YMPEP program needs.	Participate in North Sound YMPEP regional needs assessment; provide data as determined by regional lead and partners.
	Objective/Projected Outcome
	Data will be provided regarding county-level data on youth and adult marijuana use. Regional lead will provide "roll-up" of data and report out on regional findings.
Provide a brief description of the status of your planned activity:	
Please list all of the agencies/organization and other who have been active partners in this planned activity:	
Have there been barriers to the success of this planned activity? If so, please describe:	
What have been the successes related to this planned activity:	
Please list your project outputs or outcomes (examples- number of new members of the CPWI coalition, number of new partnerships on projects, etc.): <ul style="list-style-type: none"> • 	
Any additional comments/questions/concerns:	
Task 2: Implement Regional YMPEP program	
Activity	Activity Description
Activity 2.1 Disseminate updated school signage to school districts throughout region.	North Sound YMPEP partners develop a plan to disseminate to schools within their communities.
	Objective/Projected Outcome
	Schools will display signage regarding all (school, local, state) tobacco/vaping/marijuana laws, codes and policies. DOH will provide printed signs, SHD will provide metal signs for key school locations not well served by printed signage, e.g. parking lots and athletic facilities.
Provide a brief description of the status of your planned activity:	
Please list all of the agencies/organization and other who have been active partners in this planned activity:	

Have there been barriers to the success of this planned activity? If so, please describe:

What have been the successes related to this planned activity:

Please list your project outputs or outcomes (examples- number of new members of the CPWI coalition, number of new partnerships on projects, etc.):

-

Any additional comments/questions/concerns:

Task 2: Implement Regional YMPEP program

Activity	Activity Description				
<p>Activity 2.2 Develop materials and education tailored to the needs of general and priority populations.</p>	<p>All North Sound YMPEP partners will participate in planning and decision-making regarding materials for general populations and priority populations.</p> <tr> <td colspan="2" data-bbox="808 852 1541 890">Objective/Projected Outcome</td> </tr> <tr> <td colspan="2" data-bbox="808 890 1541 953">Appropriate educational materials available/ displayed/distributed to priority populations</td> </tr>	Objective/Projected Outcome		Appropriate educational materials available/ displayed/distributed to priority populations	
Objective/Projected Outcome					
Appropriate educational materials available/ displayed/distributed to priority populations					

Provide a brief description of the status of your planned activity:

Please list all of the agencies/organization and other who have been active partners in this planned activity:

Have there been barriers to the success of this planned activity? If so, please describe:

What have been the successes related to this planned activity:

Please list your project outputs or outcomes (examples- number of new members of the CPWI coalition, number of new partnerships on projects, etc.):

-

Any additional comments/questions/concerns:

Task 2: Implement Regional YMPEP program

Activity	Activity Description				
<p>Activity 2.3 Develop youth leaders to create healthier communities and prevent marijuana use by peers.</p>	<p>North Sound YMPEP partners will plan and implement a Youth Summit focused on marijuana.</p> <tr> <td colspan="2" data-bbox="808 1661 1541 1698">Objective/Projected Outcome</td> </tr> <tr> <td colspan="2" data-bbox="808 1698 1541 1915"> <ul style="list-style-type: none"> • Attending youth will be educated about marijuana use in their communities, using their own HYS data (keep in mind that youth attending a summit probably won't be from the prevention target audiences) • Attending youth will be trained as peer educators and return to their schools ready to educate their peers </td> </tr>	Objective/Projected Outcome		<ul style="list-style-type: none"> • Attending youth will be educated about marijuana use in their communities, using their own HYS data (keep in mind that youth attending a summit probably won't be from the prevention target audiences) • Attending youth will be trained as peer educators and return to their schools ready to educate their peers 	
Objective/Projected Outcome					
<ul style="list-style-type: none"> • Attending youth will be educated about marijuana use in their communities, using their own HYS data (keep in mind that youth attending a summit probably won't be from the prevention target audiences) • Attending youth will be trained as peer educators and return to their schools ready to educate their peers 					

Provide a brief description of the status of your planned activity:

Please list all of the agencies/organization and other who have been active partners in this planned activity:

Have there been barriers to the success of this planned activity? If so, please describe:

What have been the successes related to this planned activity:

Please list your project outputs or outcomes (examples- number of new members of the CPWI coalition, number of new partnerships on projects, etc.):

-

Any additional comments/questions/concerns:

Task 2: Implement Regional YMPEP program	
Activity	Activity Description
Activity 2.5 Deliver evidence-based curriculum and/or programs with marijuana prevention outcomes in school and/or community settings.	<ul style="list-style-type: none"> • Identify evidence-based curriculums and programs • Identify where these are already being implemented (baseline) and determine gaps and priority programming
	Objective/Projected Outcome <ul style="list-style-type: none"> • Number of schools with implemented best practice curriculums • Number of best practice programs delivered to community • Database of parent education opportunities in each county; database of curriculums addressing marijuana education

Provide a brief description of the status of your planned activity:

Please list all of the agencies/organization and other who have been active partners in this planned activity:

Have there been barriers to the success of this planned activity? If so, please describe:

What have been the successes related to this planned activity:

Please list your project outputs or outcomes (examples- number of new members of the CPWI coalition, number of new partnerships on projects, etc.):

-

Any additional comments/questions/concerns:

Task 2: Implement Regional YMPEP program	
Activity	Activity Description

Activity 2.6 Development and implementation of policies and procedures that restrict access and availability e-cigarette and vaping devices by youth.	<ul style="list-style-type: none"> • Conduct a policy review of school district policies regarding use/presence of marijuana on school property • Ask schools what they need/want in terms of educational materials, assistance with policies and discipline, etc. • Work with school partners to create consistent discipline policies and procedures; alternatives to suspension.
	Objective/Projected Outcome
	Survey instrument developed to seek information on school needs regarding marijuana education and support from the North Sound YMPEP

Provide a brief description of the status of your planned activity:

Please list all of the agencies/organization and other who have been active partners in this planned activity:

Have there been barriers to the success of this planned activity? If so, please describe:

What have been the successes related to this planned activity:

Please list your project outputs or outcomes (examples- number of new members of the CPWI coalition, number of new partnerships on projects, etc.):

-

Any additional comments/questions/concerns:

Task 2: Implement Regional YMPEP program

Activity	Activity Description
Activity 2.7 Development and implementations of policies and procedures that restrict use and availability of marijuana, e-cigarette, and vaping devices at public and community events.	<ul style="list-style-type: none"> • Include marijuana and vaping in SIPP laws, county codes • Promote state laws and codes via signage, websites, social media • Encourage community events (fairs, markets, ballparks, parks) to become smoke/vape/marijuana free • Work with communities to prohibit smoke/vape/marijuana sales within a specified distance of school property
	Objective/Projected Outcome
	<ul style="list-style-type: none"> • Aligns with Objective 3 • Reduce the access youth have to e-cigarettes and vaping devices

Provide a brief description of the status of your planned activity:

Please list all of the agencies/organization and other who have been active partners in this planned activity:

Have there been barriers to the success of this planned activity? If so, please describe:

What have been the successes related to this planned activity:

Please list your project outputs or outcomes (examples- number of new members of the CPWI coalition, number of new partnerships on projects, etc.):

-

Any additional comments/questions/concerns:

Task 3: Enhance community/school/stakeholder participation in regional YMPEP program

Activity	Activity Description
<p>Activity 3.1 Establish or expand relationships between Regional Marijuana Prevention Program and State Drug Free Community Coalitions and Community Prevention and Wellness Initiative Coalitions within the region to encourage marijuana prevention is a priority among their prevention planning.</p>	<ul style="list-style-type: none"> • Identify entities known and unknown and their leaders • Become members of initiatives, coalitions, programs
	<p>Objective/Projected Outcome</p>
	<ul style="list-style-type: none"> • Unknown coalitions/initiatives identified • Marijuana prevention adopted as a priority in affiliated communities

Provide a brief description of the status of your planned activity:

Please list all of the agencies/organization and other who have been active partners in this planned activity:

Have there been barriers to the success of this planned activity? If so, please describe:

What have been the successes related to this planned activity:

Please list your project outputs or outcomes (examples- number of new members of the CPWI coalition, number of new partnerships on projects, etc.):

-

Any additional comments/questions/concerns:

Task 3: Enhance community/school/stakeholder participation in regional YMPEP program

Activity	Activity Description
<p>Activity 3.2 Participate in the recruitment of Healthy Youth Survey participation with school districts within your region.</p>	<ul style="list-style-type: none"> • Share with regional partners Snohomish Health District's past HYS recruitment process and outcomes • Partner with ESD #189 to engage with schools to increase responses of 12th graders.
	<p>Objective/Projected Outcome</p>
	<ul style="list-style-type: none"> • Regional partners will have a tool/process to recruit more HYS participation

	<ul style="list-style-type: none"> • Increased 12th grade HYS response rate
<p>Provide a brief description of the status of your planned activity:</p>	
<p>Please list all of the agencies/organization and other who have been active partners in this planned activity:</p>	
<p>Have there been barriers to the success of this planned activity? If so, please describe:</p>	
<p>What have been the successes related to this planned activity:</p>	
<p>Please list your project outputs or outcomes (examples- number of new members of the CPWI coalition, number of new partnerships on projects, etc.):</p> <ul style="list-style-type: none"> • 	
<p>Any additional comments/questions/concerns:</p>	

VENDOR INVOICE

VENDOR:

ADDRESS:

CITY/STATE/ZIP:

INVOICE NUMBER:

DATE:

BILL TO:

UNITED GENERAL DISTRICT 304 2241 HOSPITAL DRIVE SEDRO WOOLLEY WA 98273

PHONE: 360-854-7170 FAX: 360-856-4970

DESCRIPTION	AMOUNT
TOTAL	

If you are a new vendor, please attach W9 when invoice is submitted.

QUESTIONS: Contact *Tori Sanchez* - tori.sanchez@unitedgeneral.org 360-854-7154

Exhibit C

Interlocal Services Agreement between SHD and Snohomish County for Activities Related to Solid Waste

Proposed Board Action:

Approve Intergovernmental Services Agreement

Division: Environmental Health (Jeff Ketchel, Division Director)

Exhibits: A. Intergovernmental Services Agreement between Snohomish County and the Snohomish Health District for Activities Related to Solid Waste in Snohomish County

Prior Board Review: N/A

Approved by Deputy Director/Chief Operating Officer:



Background and Update

The Health District and Snohomish County began working cooperatively on solid waste issues in 1994. Memorandums of Understanding (MOUs) with the County have been in place since that time.

The Agreement (Exhibit A) provides significant support for Health District activities related to mandated duties regarding solid waste and the protection of public health in the county. This agreement is different from previous MOUs with the County in that the Health District will bill Snohomish County for work performed at negotiated hourly rates instead of monthly lump sums (please see table on page two). The one-year agreement provides available funding of up to \$754,000 for the duration of the agreement (2016) and \$488,856 for 2015 activities, for a total agreement of \$1,242,856. (No agreement was put in place in 2015.)

Snohomish County seeks the services of the Health District for the following activities related to solid waste:

- Monitor and inspect County-owned solid waste facilities
- Assess exempt facilities and report on options for sustainable funding for an exempt facility monitoring program
- Assess current local and state sharps regulations and develop outreach program
- Investigate complaints related to solid waste issues
- Initiate enforcement actions against facilities or residents that do not comply with state and local solid waste disposal regulations
- Educate the public on solid waste disposal issues and procedures
- Continue the existing medicine return program and develop a sustainable, self-funded alternative
- Reduce toxic and lead exposure to children through education and investigation.

The Health District will bill Snohomish County for work performed at the following negotiated hourly rates:

Position Classification	Max Rate per Hour
Environmental Health Specialist I	\$84.56
Environmental Health Specialist II	\$99.34
Environmental Health Specialist III	\$107.88
Environmental Health Supervisor	\$112.46
Health Educator	\$92.11

The activities supported through this agreement are established in a mutually agreed upon Scope of Work and Accountability Schedule (attached as part of the agreement).

Board Authority:

Consistent with Resolution 11-26 (12/13/11) and SHD's "Division of Responsibilities," the Board of Health retains contract authority for non-legal services greater than \$50,000/year or \$100,000/total contract.

Recommended Action:

Jeff Ketchel, Environmental Health Director

MOVE TO authorize the Deputy Director to execute the Intergovernmental Services Agreement between Snohomish County and the Snohomish Health District for Activities Related to Solid Waste in Snohomish County (attached as Exhibit A) for services provided in 2015 and 2016.

EXHIBIT A

**INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN
SNOHOMISH COUNTY AND THE SNOHOMISH HEALTH DISTRICT
FOR ACTIVITIES RELATED TO SOLID WASTE IN SNOHOMISH COUNTY**

THIS AGREEMENT is made and entered into this _____ day of _____ 2016, by and between Snohomish County, a political subdivision of the State of Washington, (hereinafter referred to as the "County") and the Snohomish Health District, a Washington municipal corporation (hereinafter referred to as the "Health District") as follows:

WHEREAS, the County and Health District recognize the importance and necessity for ensuring the proper handling and disposal of solid waste in Snohomish County; and

WHEREAS, the County seeks the services of the Health District to monitor and inspect County owned solid waste facilities, to investigate complaints related to solid waste issues, to initiate enforcement actions against facilities or residents that do not comply with State and local solid waste disposal regulations, and to help educate the public on solid waste disposal issues and procedures;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1. Scope of Services.

- a. The Health District agrees to provide the services described in Exhibit A, attached hereto and incorporated herein by this reference, ("Tasks").
- b. The Health District agrees to perform each Task in accordance with the schedule as presented in Exhibit B, attached hereto and incorporated herein by this reference.

Section 2. Compensation.

- a. For services provided in 2015, the County shall pay the Health District a lump sum of \$488,856, payable as follows: the County shall pay the Health District \$244,428 on or before July 1, 2016, and \$244,428 on or before December 31, 2016.
- b. For services provided in 2016, the County will pay the Health District at the rates established in Exhibit C. The Health District will submit properly executed invoices on a monthly basis with an itemization of the time spent on each Task.
- c. The County will pay each invoice within sixty (60) days of its receipt, subject to Section 3 of this Agreement.

2016 INTERGOVERNMENTAL SERVICES AGREEMENT FOR ACTIVITIES RELATED TO SOLID WASTE IN SNOHOMISH COUNTY

- d. The County shall not pay the Health District more than the maximum amount indicated in Exhibit A for Tasks 2, 3, 4, 5 and 6. Total payments to the Health District for services provided in 2016 will not exceed \$754,000.

Section 3. County Review.

Upon completion and/or performance of any Tasks hereunder, the County may accept or reject said completion and/or performance following review of the same. Payment for such work will not be made until the performance is accepted by the County.

Section 4. Duration.

This Agreement shall govern services from January 1, 2015, through December 31, 2016.

Section 5. Annual Meeting.

The County and Health District shall meet during the first and third quarter of every year to discuss activities and implementation of the Agreement.

Section 6. Amendments.

This Agreement may be amended as agreed to by both parties and reduced to writing and executed with the same formalities as are required for execution of this Agreement.

Section 7. Termination.

Either party may terminate this Agreement by providing the other party with thirty (30) days' written notice, pursuant to Section 19, of its intent to do so. The Health District shall provide the County with copies of all data and other information collected by the Health District for reporting purposes described in Attachment A up to the effective date of such termination.

Section 8. No Third Party Rights.

The provisions of this Agreement are intended solely for the benefit of, and may only be enforced by, the parties hereto. None of the rights or obligations of the parties herein set forth is intended to confer any claim, cause of action, remedy, defense, legal justification, indemnity, contribution claim, set-off, or other right whatsoever upon or for the benefit of any third party. This Agreement does not create any legal duty by any of the parties, except such contractual duties between them as explicitly stated in the Agreement.

Section 9. Indemnification and Hold Harmless.

2016 INTERGOVERNMENTAL SERVICES AGREEMENT FOR ACTIVITIES RELATED TO SOLID WASTE IN SNOHOMISH COUNTY

- a. Each party shall hold harmless, indemnify and defend the other party, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the acts, errors or omissions of it, its employees, agents or subcontractors, in the performance of this Agreement, provided, however, that a party's obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence or willful misconduct of that the other party, its officers, officials, employees, or agents, and provided, further, that in the event of the concurrent negligence of the parties, a party's obligations hereunder shall apply only to the percentage of fault attributable to it, its officers, officials, employees, or agents.
- b. With respect to a party's obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the other party, each party further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by its employees caused by or arising out of its acts, errors or omissions in the performance of this Agreement. This waiver is mutually negotiated by the Parties.
- c. A party's obligations hereunder shall include, but are not limited to investigating, adjusting, and defending all claims alleging loss from action, error, omission or breach of any common law, statutory or other delegated duty by it, its employees, agents, or subcontractors.
- d. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

Section 10. Default and Remedies.

If either party to this Agreement fails to perform any act or obligation required to be performed hereunder, the party to whom such performance was due shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) 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. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure, the party to whom the performance was due shall have the right to exercise any or all rights and remedies available to it at law or equity.

Section 11. Non-discrimination.

The Health District shall comply with the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Agreement constitutes certification by the Health District of its

compliance with the requirements of Chapter 2.460 SCC. If the Health District is found to have violated this provision or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Health District's obligations under other federal, state, or local laws against discrimination.

Section 12. Access to Books/Records.

Each party may, at reasonable times, inspect the books and records of the other party relating to performance of this Agreement. Each party shall keep all records required by this Agreement for five years after termination of this Agreement for audit or inspection by the other party.

Section 13. Contingency.

The obligations of each party to this Agreement are contingent upon local legislative appropriation of necessary funds in accordance with law.

Section 14. Direction and Control.

The parties agree that the Health District will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. The parties agree that the Health District and its officers and employees are not entitled to any benefits or rights enjoyed by employees of the County. The Health District specifically has the right to direct and control its own activities in providing the agreed services in accordance with specifications set out in this Agreement. The County shall only have the right to ensure performance.

Section 15. Severability.

Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall not be affected, and the same shall be continued in full force and effect.

Section 16. 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.

Section 17. Governing Law and Venue.

2016 INTERGOVERNMENTAL SERVICES AGREEMENT FOR ACTIVITIES RELATED TO SOLID WASTE IN SNOHOMISH COUNTY

This Agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

Section 18. Public Records Act.

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

Section 19. Notices.

All notices shall be made to:

Snohomish County Solid Waste Division
Solid Waste Director
3000 Rockefeller Avenue M/S 607
Everett, Washington 98201

Snohomish Health District
Environmental Health Manager
3020 Rucker Avenue, Ste 104
Everett, WA 98201-3900

Section 20. Payments.

All payments shall be made to:

Snohomish Health District
Business Manager
3020 Rucker Avenue, Ste 104
Everett, WA 98201-3900

Section 21. Complete Agreement.

This Agreement represents the entire integrated Agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.

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

SNOHOMISH COUNTY

SNOHOMISH HEALTH DISTRICT

Snohomish County Executive

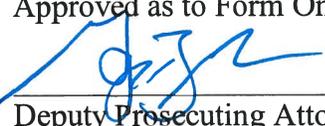
Deputy Director

Date Signed

Date Signed

Attest:

Attest:

Approved as to Form Only:


Deputy Prosecuting Attorney

Approved as to Form Only:

Attorney

3/22/16

Date Signed

Date Signed

2016 INTERGOVERNMENTAL SERVICES AGREEMENT FOR ACTIVITIES RELATED TO SOLID WASTE IN SNOHOMISH COUNTY

EXHIBIT A – SCOPE OF WORK

Task 1 – County Owned Facility Monitoring and Inspections	
Activity	Description
Inspections	The Health District is responsible for inspecting County owned permitted solid waste handling facilities at least annually, as specified in WAC 173-304 and 173-350. Inspections may include visual observations, sampling of media such as soil (for landfill gas migration) and ground or surface water, and review of data pertinent to facility operations and environmental monitoring.
Complaint Investigations	The Health District will respond to complaints involving solid waste handling facilities and take necessary actions to have the owner/operator bring the facilities into compliance with WAC 173-304, 173-350 and Sanitary Code Chapter 3.1.
Consultations and technical assistance	The Health District will consult with County on regulatory rule interpretations.
Annual permit application review	In accordance with RCW 70.95.190, WAC 173-304 and 173-350 the Health District will review and act on all permits for solid waste handling facilities.
Plan reviews	The Health District will review applications and issue permits for the maintenance, establishment or alteration of solid waste disposal sites or facilities in accordance with RCW 70.95.170 and WAC’s 173-304 and 173-350.
Groundwater / methane gas monitoring evaluations	The Health District is responsible for determining whether solid waste handling facilities are in compliance with ground water and methane monitoring regulations in WAC 173-304 and 173-350.
Closed Landfill Activities	The Health District will conduct inspections of closed landfills to determine compliance with WAC 173-304 and Sanitary Code 3.1. Also, the Health District will evaluate closed landfills to determine if landfills have stabilized or determine if changes can be made to the current ground water monitoring plans.

Task 2 – Non-County Owned Facility Inspections	
Activity	Description
Assessment on exempt facilities and report on Establishing a Sustainable Exempt Facility	The Health District will review, assess and update records for exempt solid waste facilities in Snohomish County. Additionally a report will be generated documenting the process for establishing a sustainable exempt facility. Maximum cost = \$30,000.

Task 3 – Complaints and Enforcement	
Activity	Description
Solid Waste Complaints	WAC 173-304, 173-350 and the SHD Sanitary Code require that residential garbage be contained in a rodent proof can and in instances where violations occur, be removed on a weekly basis. WAC 246.50 and RCW 7.43 address public health nuisance conditions related to solid waste. SHD will investigate and resolve complaints related to the improper storage and removal of garbage in accordance with the above regulations.
Promiscuous Dumping	Illegal dumping complaints involve the dumping of solid waste at an unpermitted site SHD will respond to these complaints under the authority of RCW 70.95.240 and 250.
Chemical Hazard Complaints	SHD will investigate complaints dealing with the improper storage, handling and disposal of moderate risk waste in accordance with WAC 173-350 and SHD’s Sanitary Code Chapter 3.1.
Vector	SHD will provide information or referral, or investigate and resolve vector infestation problems in accordance with the SHD Sanitary Code, Chapter 2.2.
Miscellaneous	SHD will investigate complaints or situations which have a solid or hazardous waste component including but not limited to disasters or terrorism events, vectorborne/zoonotic diseases, indoor air quality problems, hazardous waste spills, contaminated properties and biomedical wastes.
Enforcement Action	SHD will carry out enforcement actions against individuals, businesses, operators of solid waste facilities or any other persons who are unwilling or unable to comply with State and local solid waste regulations.
Sharps Safety Project	Assess current state and local regulations and evaluate complaints and issues regarding unsafe disposal of sharps. SHD will develop local sharps disposal protocols (BMPs) and the means of informing, educating and directing the public on safe sharps disposal (“Sharps Safety Project”). Maximum Project Costs = \$15,000.

Task 4 – Education	
Activity	Description
Education	SHD will conduct education activities with the public, private industry and agencies, to promote safe handling, storage, disposal and reuse of solid and hazardous wastes in a way that protects public health and the environment. SHD will work with the County to maximize efficient use of resources. Maximum cost = \$30,000

Task 5 – Drug Takeback, Medicine Return and Product Stewardship	
Activity	Description
Snohomish County Law Enforcement Based Drug Takeback Program	Continuation of the partnership with the Snohomish County Sheriff and other local law enforcement for the collection of unwanted drugs and implementation of a sustainable product stewardship program. Maximum Costs = \$5,000/month (average)
Development Sustainable Medicine Return Program(s) for Snohomish County	Evaluate potential policy implementations to establish local sustainable medicine return program(s). This may include adoption of a product stewardship model similar to King County. Maximum costs = \$30,000

Task 6 – Toxics Reduction and Lead Exposure to Children	
Activity	Description
Develop local programming aimed at reducing use of toxic products in the home and promotion of safer alternatives	SHD staff will conduct a project to evaluate strategies for reducing use of toxic products in the home as well as promoting use of safer alternatives. Issue a report on a proposed program including necessary budget elements for deployment and sustainability. Maximum total project costs = \$10,000
Implement the program aimed at reducing use of toxic products in the home and promotion of safer alternatives	With County concurrence, SHD will implement the program design for reducing use of toxic products in the home as well as promoting the use of safer alternatives. Maximum total implementation costs = \$20,000
Investigate reports of potential household lead exposures to children	The primary source of childhood lead exposure in the United States is lead paint in older, deteriorating housing. Lead based paint that has naturally separated or been mechanically removed from its structure is moderate risk waste (MRW). SHD's involvement in lead activities needs to be related to protecting public health and the environment from lead as MRW. SHD receives reports of potential lead exposures to children in homes. SHD will investigate these reports and take appropriate action including environmental sampling, case management, blood screening, and education of homeowners on remediation or containment. Maximum cost = \$20,000

Exhibit B - Schedule

Areas of Accountability	Data/Reports/Deliverables	Frequency
Program Time and Effort Accounting	Summary of Time and Effort including total costs (Direct/Indirect/Overhead) for each Task. This report will accompany each invoice itemizing the task by activity, hours billed and how much money is remaining for that activity's allotted amount.	Monthly
Task 1: County Owned Facilities	<ul style="list-style-type: none"> • Facility Inspection Reports • Complaint Records • Technical Assistance Summary Reports • Solid Waste Permits Issued • Plan Review Summary Report • Groundwater/Gas monitoring results • Reports on closed landfill reviews/ inspections/evaluations 	Individual Facility Reports will be sent as completed. All other reports/deliverables will be on a monthly basis.
Task 2: Non-County Owned Facilities	<ul style="list-style-type: none"> • Assessment on exempt facilities and report on Establishing a Sustainable Exempt Facility Program 	<ul style="list-style-type: none"> • By 12/31/2016
Task 3: Complaints and Enforcement	<ul style="list-style-type: none"> • Report on the number and type of complaints received, investigations performed and outcomes including enforcement actions • GIS data on complaint locations (post Envision Connect deployment) • Report on Snohomish County Sharps Safety Project 	<ul style="list-style-type: none"> • Monthly • Monthly • By 10/1/16
Task 4: Education, Grants and Contracts	<ul style="list-style-type: none"> • Report on activities 	<ul style="list-style-type: none"> • As appropriate
Task 5: Drug Takeback, Medicine Return and Product Stewardship	<ol style="list-style-type: none"> 1. Report on quantities of drugs collected. 2. Report on outcome of policy development. 3. Report on outcome of policy implementation 	<ol style="list-style-type: none"> 1. Monthly 2. By 9/30/2016 3. Included in Annual Report.
Task 6: Toxics Reduction and Lead	<ol style="list-style-type: none"> 1. Report on strategies for reducing use of toxic products 	<ol style="list-style-type: none"> 1. By 8/1/16

<p>exposure to children</p>	<p>in the home and promoting the use of safer alternatives.</p> <ol style="list-style-type: none"> 2. Report on the implementation of the toxics reduction and safe alternatives program(s). 3. Summary report of SHD investigations of lead exposures to children including outcome on mitigation implementations. 	<ol style="list-style-type: none"> 2. Included in Annual Report 3. Included in Annual Report
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Exhibit C – Snohomish Health District Rates

Position Classification	Max Rate per Hour
Environmental Health Specialist I	\$84.56
Environmental Health Specialist II	\$99.34
Environmental Health Specialist III	\$107.88
Environmental Health Supervisor	\$112.46
Health Educator	\$92.11

BRIEFINGS

12.



TRANSITION PLAN FOR WIC AND FIRST STEPS	Proposed Board Action: No Action Required, Discussion Only
<p>Division/Program: Administration and Community Health/WIC and First Steps</p> <p>Exhibits: A. Summary Notes from March 15 Work Session B. Follow-up Q&A Responses C. Letter of Intent from Sea Mar Community Health Centers D. Letter of Intent from Step By Step E. Map of First Steps Providers in Snohomish County</p> <p>Prior Board Review: March 15, 2016, BOH Meeting</p> <p>Approved by Deputy Director Chief Operating Officer: </p>	

Executive Summary

This staff report addresses a response and proposed transition plan for the Health District's Strategic Initiative #3: Optimize the Delivery of Early Childhood Development Programs. At the Board of Health's direction, a transition plan was developed to explore how Health District programs and services aimed at healthy pregnancies and early childhood can be best coordinated, managed, and delivered in order to maximize the Health District's contribution toward prevention.

Background

The Board of Health held a work session on March 15, 2016, intended to reaffirm previous commitments and endorse further engagement of community providers to provide such services. Notes from that work session are attached in Exhibit A.

Subsequent to the work session, a number of clarifying questions from Board members were asked via email. Staff provided answers, which are reflected in Exhibit B. Many members of the Board engaged in follow-up meetings with District leadership to answer specific questions and concerns, as well as tours of the WIC/First Steps offices in Lynnwood and Everett.

Readiness of Other Providers

The Board requested additional information on what the level of service would look like with WIC and First Steps being transitioned to other partners, and if they were ready to ramp up to take on additional clients. Exhibits C and D are letters from the CEOs of both Sea Mar Community Health Centers and Step By Step, providing their letters of intent for both services. They also indicate an interest in bringing on Health District staff to the greatest extent possible, acknowledging the difference in pay and benefits.

Level of Service

The WIC program is a federal supplemental nutrition and education program for pregnant women, infants, and children to age five years. It is a program of the United States Department of Agriculture; in Washington State it is overseen by the Washington State Department of Health. Program and client eligibility requirements, income guidelines, benefits and services, and policies originate from the federal government and are implemented by the Washington

state Department of Health through contracts with local WIC agencies and organizations. As a result, local WIC contractors in Washington State provide similar types of services. Onsite reviews of each local WIC contractor occur. See <http://www.fns.usda.gov/WIC/women-infants-and-children-WIC> for more information.

The First Steps program is a Washington state program for pregnant and postpartum women and infants to age one year. It is to promote healthy birth outcomes, increase access to early prenatal care, and reduce infant morbidity and mortality. The First Steps program in Washington State is administered by the Washington State Health Care Authority. All First Steps providers follow the same program and client eligibility requirements. An agency offering First Steps determines how it will deliver services: home visits, clinic visits, group setting or a combination of these approaches. More information about this Washington state program is available at <http://www.hca.wa.gov/medicaid/firststeps/pages/index.aspx>.

Snohomish Health District data regarding WIC and First Steps services from 2011-2015 are as follows:

WIC Authorized Caseload	1/2011	10/2011	5/2012	10/2012	7/2013	1/2015	1/2016
Pregnant and postpartum women, infants, and children to age five years	9,400	8,600	8,260	8,110	7,750	6,640	5,940

First Steps Individuals Served*	2011	2012	2013	2014	2015
Adults (Pregnant and postpartum women)	3,243	3,243	2,538	2,844	3,169
Infants (Birth to one year of age)	1,065	1,015	1,489	888	811
Total Served	4,308	4,258	4,027	3,732	3,980

During the past five years, WIC caseloads have declined nationally and in Washington State. This fact was shared at the Board of Health's work session on Tuesday, March 15, 2016. Several factors could be influencing this decline: the WIC experience for the client using paper checks for WIC approved foods and the need to separate WIC approved foods from other food purchases at the food market, improved economic times, use of food stamps, birth rates, changes in the preferences and habits of young parents, and client preference in selecting a local WIC agency.

Maps of clinic locations and other services provided by both Sea Mar and Step By Step are included in Exhibit E. In Snohomish County, referrals for First Steps-eligible clients are assigned based on zip codes. The Snohomish Health District processes First Steps referrals and serves clients primarily from the Everett, Lynnwood, and Mukilteo areas. First Steps referrals and clients residing in other Snohomish County zip codes are served primarily by Sea Mar or Step by Step.

Budget Implications and Other Scenarios

The transition from the individual direct clinical services of the WIC and First Steps programs into community-level strategies addressing early childhood will require continued financial investments. Based on projections, we anticipate general fund support for 2017 to be \$1,373,803, or a 4.3% decrease from 2016 levels. The proposed transition would also eliminate 17.8 FTE from the budget, effective January 1, 2017 (see Exhibit B for additional information).

Staff are preparing revised and additional financial scenarios for the proposed Healthy Starts Model and other options. These financial scenarios will be shared with the Board at their meeting on Tuesday.

Board Authority

Consistent with Resolution 11-26 (December 13, 2011) and Snohomish Health District's "Division of Responsibilities," the Board of Health retains authority to approve the creation or elimination of programs and approves personnel changes in program staffing of more than 20% of 1.0 FTE, whichever is greater.

Recommended Motion:

Peter M. Mayer | Deputy Director-Chief Operating Officer, Administration
Charlene Shambach | Director, Community Health Division

No Action Required. Discussion Only.

EXHIBIT A



**Snohomish Health District
Board of Health Work Session: March 15, 2016
Meeting Notes Composed by Margaret Norton-Arnold**

Introduction and Summary of Presentations

The Board of Health for the Snohomish Health District met for a three-hour work session on Tuesday, March 15, 2016. The purpose of the session was to discuss the possibility of transitioning the Women-Infant-Children (WIC) and the First Steps programs away from the District to other qualified community health care providers in Snohomish County. The primary goal of the work session was to provide Board of Health members with the information they need to be able to participate in a formal vote on this matter at their April 12 Board meeting.

The District's senior managers, Dr. Gary Goldbaum and Peter Mayer, expressed some urgency to the Board regarding these decisions. Snohomish County has informed the District that, beginning in 2017, it will no longer provide the \$900,000 necessary to fund the First Steps program. Dr. Goldbaum and Pete want to be able to manage the transition of WIC and First Steps well in advance of this dramatic budget cut. They noted that it will take a significant amount of time to develop new contracts with other service providers, to transition client caseloads, and to assist District employees with the transition to new roles within the District, jobs with the new providers, or finding new jobs. They hope to devote May through December 2016 to implementing a considered, thoughtful transition, rather than having to respond on an emergency basis once the County's budget has been finalized in December.

The work session began with a series of presentations. The meeting agenda, notes, and background documents were provided to Board members in advance of the session.

Pete Mayer described the financial circumstances of the District, noting the continued budget shortfalls that have resulted from decreases in funding from both the State of Washington and Snohomish County. He also reiterated previous Board decisions that have led to this point, most notably Strategic Initiative 3 in the 2014 Strategic Plan, and the "2015 Sustainable Futures" plan. Both of these documents, which include provisions for WIC and First Steps transitions, were unanimously approved by the Board of Health.

Heidi Keller, a public health consultant, provided a brief primer on the WIC and First Steps programs, and also presented the results of her recent research on the way in which other health jurisdictions throughout Washington manage these programs.

If the Snohomish Health District does transition out of providing WIC services, the Washington State Department of Health (DOH) will begin a formal process to determine other Snohomish County providers who could offer this program. DOH WIC representative Cathy Franklin described this process, noting that it requires 6-9 months for contracts to be put in place and begin moving clients to the new provider(s).

Snohomish Health District is one of three First Steps providers in the County, along with Sea Mar Community Health Centers and Step By Step. Krista Linden, representing Step By Step, and Dr. Afsaneh Rahemian, representing Sea Mar, were also in attendance. They described the services they currently provide, and informed Board members that they are ready, willing, and able to take on the client caseloads currently managed by the Snohomish Health District. Both organizations acknowledge that the state reimbursement formula does not cover the cost of providing First Steps services, and described how they are able to make up the difference using funding sources not available to the District. Step By Step engages in extensive fundraising. Sea Mar is able to subsidize maternity support, infant case management, and WIC using federal funds they get as a Federally Qualified Health Center.

Charlene Shambach, Director of the Community Health Division at the District, presented the details of a transition plan for the WIC and First Steps programs. The plan includes provisions for staff members, a timeline and mechanisms to manage the client caseload, and the description of a new "Healthy Starts" program that would continue to prioritize parents, babies, and young children, but do so at a broader, community-based level. As noted in previous documents approved by the Board, the near-future trajectory of the Health District is to move away from serving a relatively small number of people in health clinics, to serving larger numbers of the Snohomish County population through more wide-ranging programs.

Board Member Questions and Comments

Board members asked questions and provided their comments in response to the series of presentations.

In general, members indicated that they are not ready to approve the measures that would result in the transition of the WIC and First Steps program. Some members thought that other alternatives should be explored first. Others simply wanted more information before they felt they could make a decision. And some stated that, while a transition of this sort is likely necessary, a reasonable (one-two month) delay beyond April could be used to provide necessary information without dramatically jeopardizing the overall transition.

Comments and concerns included:

Financial Alternatives from Snohomish County

Even though Snohomish County has previously indicated that it will cut \$900,000 from the District's budget in 2017, County Councilmembers Brian Sullivan and Stephanie Wright felt that additional options at the County level might be pursued. They urged that any transition decisions be postponed until these other options could be explored.

Financial Alternatives from Participating Cities

Snohomish County cities that benefit from District services currently pay no direct revenues to support those services. This is an issue that has been explored previously by the Board. At a Health District Board retreat in September 2015, for example, city representatives indicated an unwillingness to impose new taxes or fees on their constituents in order to support the Health District.

Some of the newer city representatives on the Board questioned this previous stance, and wondered if cities shouldn't be asked, again, to contribute to the District's finances. Board members Donna Wright and Adrienne Fraley-Monillas, both of whom have served on the Board of Health for quite some time and were in attendance at the September retreat, indicated that they felt it would be very difficult to find additional funding from city coffers.

Future of Health District Employees

Board members were concerned about the future of those District employees who would be losing their jobs as a result of this transition. They expressed reluctance to make these job cuts, and also wondered about the plans for these staff members, including any assistance that would be available to help them find new employment. They indicated a need to have more information about this before they would be able to make a final decision.

Resources and Abilities of Other Service Providers

Board members wanted to make certain that, if WIC and First Steps are transitioned away from the District, other service providers would be fully capable of managing the client caseloads and other responsibilities that would come through such a programmatic change. The question was raised about whether or not these organizations had the up-front capital necessary to ramp up for new client caseloads. Other members wondered if the quality of service would be the same as is currently experienced through Health District clinics. A request was made for more detailed information on the resources and abilities of the other service providers in order to provide reassurance of their ability to manage new clients. A couple of Board members expressed a desire to visit both Health District and other service provider clinics to better understand how each operates.

Healthy Starts and Future District Budget

Board members had numerous questions about Healthy Starts, including the programs it would include and the way in which it would be funded. Members were confused about the projections that indicate significant budget shortfalls beginning in 2018 if new

revenues are not acquired. They wondered how much of this projected budget would be spent on Healthy Starts, noting that any savings from the transition of WIC and First Steps would soon be consumed by additional spending in other areas. They indicated that they need more time to better understand the concepts and programs associated with Healthy Starts, as well as the financial implications of this, and other, major programmatic shifts for the District.

Time to Collect Feedback

Board members representing cities, in particular, said they need time to confer with their fellow city councilmembers regarding this significant transition for the District. They asked for time to process the information, engage in discussion, summarize that feedback, and bring it back to the Board of Health.

Next Steps

Health District management and staff will develop responses to the questions, issues, and concerns raised by Board members during this session. Those responses will be shared prior to the April 12 Board meeting, and further discussion on this topic will also take place on April 12. It is likely that a final vote on whether or not to proceed with the transitions could occur in a May-June timeframe.

Dr. Goldbaum ended the meeting with this comment: "Ask yourself about the consequences if we don't make this transition. We have looked very hard at this and I don't believe we can go there. We will have \$900,000 less in 2017. We've built a budget that offers a new approach – different services and a greater reliance on community partners. If you want the same level of clinical service from the Health District, look really deep. There will be a million dollars less to provide those services."

Board Members Present at the Work Session

Mark Bond, City of Mill Creek
Christine Cook, City of Mukilteo
Adrienne Fraley-Monillas, City of Edmonds
Benjamin Goodwin, City of Lynnwood
Kurt Hilt, City of Lake Stevens
Ken Klein, Snohomish County Council
Scott Murphy, City of Everett
Dan Rankin, City of Darrington
Jeff Rasmussen, City of Monroe
Terry Ryan, Snohomish County Council
Brian Sullivan, Board Chair, Snohomish County Council
Donna Wright, City of Marysville
Stephanie Wright, Snohomish County Council

EXHIBIT B

Responses to Board Questions (Last Updated April 7, 2016)

Q-1. Where does someone currently go to receive WIC or First Steps services? I see the map in our packets, but are those Snohomish County Health District Clinics or are they someone we partner with to offer the services.

In Snohomish County, there are three WIC providers: Pregnancy Aid/WIC, Tulalip Tribes, and the Snohomish Health District. Pregnancy Aid/WIC has six locations: Arlington, Everett/Silver Lake, Granite Falls, Marysville, and Snohomish. The Tulalip Tribes has one site, and is available for tribal members only. Snohomish Health District offers WIC at 3020 Rucker Ave in Everett and 6101 – 200th St SW in Lynnwood.

For First Steps services, in addition to our two Snohomish Health District locations, there is SeaMar and Step-by-Step. SeaMar has locations in Everett, Marysville and Monroe, and they offer both clinic and home visits. Step-by-Step is based out of Pierce County, but they provide home visits into Snohomish County up through South Everett.

Q-2. Where will someone go to receive these services if the Board of Health carries out the transition plan? SeaMar and Step-by-Step were part of the discussions, but are there other potential providers?

First Steps—Currently, both SeaMar and Step-by-Step have expressed their intention to continue providing First Steps services. SeaMar offers clinic and home visit services to their clients. Their offices are in Marysville, Monroe, and Everett/Silver Lake. Step-by-Step offers home visit services and serves the southern and southeast portion of Snohomish County.

At this time, other potential First Steps providers are not present in Snohomish County. Within the past decade, a number of agencies decided to not continue First Steps services. These past providers include Community Health Centers of Snohomish County, Stevens Hospital, Visiting Nurse Services of the Northwest, and Providence Regional Medical Center.

WIC—For WIC, another agency or agencies will be selected by the Washington State Department of Health to assume the Snohomish Health District's WIC caseload. The Washington State Department of Health will announce the need for another contractor(s), give a deadline for responses from interested parties, hold a community meeting if there are competing interests, announce a new contractor or contractors, and announce a WIC transition timeline and plan. It is anticipated that a 6-9 month timeframe is needed for the transition.

Q-3. If I understand the information in the packet correctly, our current forecast shows a loss of \$1.9 million in 2016, \$2.3 million in 2017, and \$2.4 million in 2018. This is only if we continue on the path we are currently. Correct?

The 2016 budget approved in December did reflect \$1.9 million more in expenses than revenues. The bulk of this difference is from Snohomish County funding cuts for First Steps, as well as the \$4 million needed in capital improvements. The Board agreed to the use of fund balance (reserves) to cover that gap in 2016, with additional opportunities to review capital plans later this year.

The table shown below, also included in the presentation at the March 15 work session, shows the projected deficit and impact on fund balance over the years. This includes investing in Healthy Starts, maintaining WIC, but eliminating First Steps.

Six-Year Forecast in 2016 Budget
(Keeping WIC and Healthy Starts, Eliminating First Steps)

	2015	2016	2017	2018	2019	2020
	Projected	Budget	Projected	Projected	Projected	Projected
Total Revenue	15,964,098	15,791,970	15,436,311	15,914,289	15,976,762	16,072,920
Total Expenditures	16,297,487	20,694,931	18,134,885	18,707,241	19,025,823	19,444,940
	(333,389)	(1,902,961)	(2,368,094)	(2,462,472)	(2,718,581)	(3,041,540)
Beginning Fund Balance	7,329,729	6,996,340	5,093,379	2,725,285	262,813	(2,455,768)
Ending Fund Balance	6,996,340	5,093,379	2,725,285	262,813	(2,455,768)	(5,497,308)
Committed Reserves	1,926,999	2,011,240	2,058,937	2,085,485	2,120,412	2,141,616
Compensated Absences	1,413,472	1,413,472	1,413,472	1,413,472	1,413,472	1,413,472
Total Reserves	4,533,371	3,424,712	3,472,409	3,498,957	3,533,884	3,555,088
Unassigned Fund Balance	2,462,969	1,668,667	(747,124)	(3,236,144)	(5,989,651)	(9,052,395)

Q-4. What is our financial investment if the transition plan happens?

The table below shows a revised estimate of the gap between revenue and expenses, and unassigned fund balance (reserves) into 2020. This is based on maintaining the investment in Healthy Starts only, and eliminating WIC and First Steps in 2017.

Note that the total expenses decrease in 2017 and beyond, as do the reserves for compensated absences (i.e., cash out of leave balances when employees leave). The calculation of 2016's committed reserves per our financial policy is based on 2017's operating expenses. With those expenses decreasing, it increases our unassigned fund balance in 2016 and future years.

Revised Six-Year Forecast
(Keeping Healthy Starts Only, Eliminating WIC and First Steps)

	2015	2016	2017	2018	2019	2020
	Actuals	Budget	Projected	Projected	Projected	Projected
Total Revenue	15,133,519	15,791,970	14,115,869	14,213,682	14,313,195	14,414,436
Operating Expenses	15,587,797	20,693,931	16,075,926	16,760,481	17,106,883	17,460,555
Capital Outlay		3,000,000	3,910	3,910	3,910	3,910
	(454,278)	(1,901,961)	(1,956,147)	(2,542,888)	(2,789,778)	(3,042,209)
Beginning Fund Balance	7,329,729	6,875,451	4,973,490	3,017,343	474,454	(2,315,324)
Ending Fund Balance	6,875,451	4,973,490	3,017,343	474,454	(2,315,324)	(5,357,532)
Committed Reserves	1,926,999	1,839,661	1,896,707	1,925,574	1,955,046	1,974,597
Compensated Absences	1,521,603	1,269,095	1,129,494	1,016,545	914,890	823,401
Total Reserves	4,641,502	3,108,755	3,026,201	2,942,118	2,869,937	2,797,998
Unassigned Fund Balance	2,233,949	1,864,735	(8,858)	(2,467,664)	(5,185,260)	(8,155,530)

Q-5. If the transition happens, is there a potential loss of 21 FTE within the Health District?

We have revised the table to help clarify information, which is reflected below. There are 29 impacted employees, but not all of those would be laid off. There are approximately 5.0 FTE currently associated with the existing Maternal Child Health (MCH) Block Grant, Early Intervention and Access to Baby and Child Dentistry (ABCD) programs that would remain under the Healthy Starts model. This new model includes 7-8 additional positions, made up of repurposed or reassigned vacancies and two new community health worker positions. There could be a scenario where up to 21 employees are laid off, and the likelihood of that happening increases as we get further into 2016. Given more time to plan, the final number could be 9 or less (see table notes).

As shown in the table, we do have a number of current budgeted vacancies, many of which are tied to WIC and First Steps. We have been holding them until an official decision is made on the future of WIC and First Steps, rather than filling the position only to lay off a brand new employee later in the year, but these unfilled positions are causing strains to our current operations. In addition, some of these vacancies could be repurposed to accommodate program needs and slots for impacted employees to move into. Should other vacancies arise agency-wide between now and the end of the year, we would have added opportunities to evaluate whether those could be used to further reduce the number of layoffs. Finally, it should be noted that because of the agency-wide impacts anticipated through exercising bumping rights, decreased time to plan and adapt could lead to a position eliminated in WIC or First Steps resulting in a layoff in another division.

Bargaining Unit	Current Positions	2017 Projected Positions ¹	Potential Employees Laid Off ²	Eligible for Retirement ³
AFSCME (+1.0 FTE vacant budgeted position agency-wide)	2 Program Assistant I at 1.0 FTE 2 Program Assistant II at 1.0 FTE	1 Program Assistant I/II at 1.0 FTE	0-3	2
PTE-APHU (+4.0 FTE vacant budgeted positions agency-wide)	1 Lead Nutritionist at 1.0 FTE 1 Nutritionist at 1.0 FTE 1 Registered Dietician at 0.6 FTE 1 Dental Hygienist at 0.5 FTE 1 Behavioral Health Spec at 1.0 FTE 6 WIC Certifiers at 1.0 FTE 1 WIC Certifier at 0.6 FTE 2 WIC Certifiers at 0.5 FTE	1 Behavioral Health Specialist at 1.0 FTE 1 Registered Dietician at 0.5 FTE 2 Community Health Workers at 1.0 FTE	9-14	1
WSNA⁴ (+5.7 FTE vacant budgeted PHNs agency-wide)	2 PHNs at 1.0 FTE 1 PHN at 0.9 FTE 1 PHN at 0.8 FTE 4 PHNs at 0.6 FTE	5-6 PHNs at 1.0 FTE	0-3	4
Non-Represented (+2.0 FTE vacant budgeted positions agency-wide)	2 Program Managers at 1.0 FTE 1 Program Manager at 0.8 FTE	1 Program Manager at 1.0 FTE 1 Supervisor at 1.0 FTE	0-1	2
Total	29	12.50	9-21 ⁵	9

1. The exact mix of positions and total FTE will be determined as a part of the 2017 budget process and based on contract requirements.

2. *Dependent on current and potential vacancies, as well as eligible staff opting to retire and/or exercise "bumping rights." Layoff numbers could be higher if the Healthy Starts approach is altered from current proposal.*
3. *Only 2 employees are eligible for full retirement; 7 are eligible for early-retirement.*
4. *WSNA current positions reflect 3 employees at 2.4 FTE, plus one vacancy, not directly impacted by closure of WIC/First Steps, but are grant-funded positions that would likely continue even without the Healthy Starts model. If Healthy Starts approach is endorsed, these FTE would be included in that program.*
5. *This range could be further reduced depending on the number and type of additional vacancies that might occur between now and the end of 2016.*

Q-6. What will the Health District's role be in the WIC and First Steps programs if the transition plan carries through?

Answer: During the actual transition of the Health District's WIC and First Steps programs, the Health District's role will be to ensure that client already receiving service from the Health District either complete the services needed from the Health District or are transferred to another WIC or First Steps agency with the permission of the clients.

Once the transition of individual WIC and First Steps clients occurs, the Health District role will be focused at community-level prevention efforts for pregnant and parenting families. The District will be working with partners to identify community resources, agencies, and community members to collectively address the needs of Snohomish County families. The focus of this work will be directed toward the seven prioritized parent-child health issues. These issues are early prenatal care, adverse childhood experiences, standardized developmental screening, obesity in children, dental caries in children, youth suicide, and health disparities. On pages 10-12 in the narrative portion of the plan, *Strategic Initiative #3: Optimize Delivery of Early Childhood Development Programs*, possible community-level prevention strategies are given for the seven prioritized parent-child health issues identified.

Q-7. How many families in East County (Snohomish, Monroe, Sultan, Gold Bar and Index) utilize WIC and First Steps Services? I see the charts in the packets for zip codes above 25% which has Sultan and Gold Bar listed, but I am not sure of the total area. -Not sure if this is a full picture of services used or not.

WIC: For the 6,230 authorized WIC caseload that Pregnancy Aid/WIC serves at its six locations in Snohomish County, approximately 20% of this authorized WIC caseload is served in the cities of Snohomish, Monroe, Sultan, Gold Bar, and Index. The Monroe site of Pregnancy Aid/WIC serves the majority of these clients in the five cities specified (Snohomish, Monroe, Sultan, Gold Bar, and Index).

For the Health District, less than 1% of the clients indicate Snohomish, Monroe, Sultan, Gold Bar, and Index as a residence. Pregnancy Aid/WIC serves these and other East County areas as well as Everett/Silver Lake at their six locations. The Health District's WIC office in Everett has approximately 85% of the clients from Everett; approximately 10% are from Lake Stevens and 5% from Marysville. For the District's WIC office in Lynnwood, approximately 70% are from Lynnwood, 15% from Everett, 10% from Edmonds, and 5% from Mountlake Terrace.

First Steps: SeaMar and Step-by-Step provide the majority of the First Steps services in East County, which includes Snohomish, Monroe, Sultan, Gold Bard and Index. The Health District serves the areas around the Health District's Everett and Lynnwood offices. The Health District, SeaMar, and Step-by-Step have a process to distribute First Steps referrals among the three agencies. These First Steps referrals originate from the five managed care organizations serving Snohomish County. Please see

Appendix E, *2015 First Steps Providers in Snohomish County--Zip Codes Divided by Proximity and Shared Areas of Population Density*, from the transition plan, *Strategic Direction #3: Optimize Delivery of Early Childhood Development*. It captures the primary areas by zip code that each First Steps agency serves.

Regarding the “charts in the packets for zip codes above 25%,” this data refers to the percentage of zip codes where 25% of the women are accessing prenatal care after the first trimester of pregnancy. The goal is for all pregnant women to access prenatal care during the first trimester of the pregnancy.

Q-8. I’m also looking for clarification on the Healthy Starts program. Will this continue under the Health District if the transition plan moves forward or is this being transitioned to community partners such as Cocoon House, Therapeutic Health Services and the Everett Gospel Mission?

The Healthy Starts approach to community-level prevention efforts for pregnant and parenting families is to continue to move forward by the Health District, as the District’s WIC and First Steps services transition to other community agencies. Healthy Starts includes work engaging with partner organizations, such as Cocoon House, Therapeutic Health Services, and the Everett Gospel Mission, to develop customized services.

For example, at the Everett Gospel Mission, the public health nurse provides community-based and coordinated care for children and youth with special health care needs. These children and their families are homeless and benefit from establishing and maintaining medical homes, and obtaining other community services. The public health nurse works to reinforce safe sleep for all infants with the staff of the Everett Gospel Mission.

It is envisioned that other working relationships with partner organizations will be developed and implemented in the future. Each effort is designed specifically to address one or more of the seven prioritized parent-child issues in conjunction with the community partner.

Q-9. What is the caseload at the Snohomish Pregnancy Aid/WIC center?

The current authorized WIC caseload for Pregnancy Aid/WIC of Snohomish County is 6,230; the Tulalip Tribes authorized WIC caseload is 230. Snohomish Health District’s authorized WIC caseload is 5,940. The Washington State Department of Health provides \$193/authorized WIC case/year to its local WIC contractors. WIC-eligible families can self-select where they receive WIC services.

Q-10. Also, is it safe to assume that these 6 centers across the County will close if the transition takes place as being proposed? If so, do we own any of the buildings and what is our intent with these buildings? If we rent, will we be required to be paying out a substantial chunk of money for breaking a lease?

Pregnancy Aid/WIC of Snohomish County is a non-profit agency completely separate from the Snohomish Health District, and their authorized caseload and annual contracts are coordinated directly with DOH. Their six centers are not impacted by the Board’s approval to transition WIC and First Steps services to other providers in the community, and we have no financial stake in their facilities. We own the Rucker Building in Everett and lease space in Lynnwood (see response to next question).

Q-11. I would ask a similar question of the Everett and Lynnwood HD buildings. I anticipate they would remain in place to continue other HD functions, but will we be seeking to lease out the vacated space to bring income back into the HD or some alternative?

For the Lynnwood location, we do lease that space and our contract expires in June 2018. Our intent is to work with the property owner to either sublease for the remainder of our term, or work out arrangements to transfer the lease early. The total space is 7,371 sq. ft., but only 4,423 sq. ft. is being utilized for our WIC and First Steps services. The other 2,948 sq. ft. (\$79,567/yr) is currently vacant space from our immunization clinic that we closed in July 2015. We have been actively working with the property manager and a commercial real estate brokers to sublease that space since then but we're finding that prospective tenants want the entire space rather than sharing part. Getting out of our lease in Lynnwood entirely could save us \$198,918 in rent, plus approximately \$25,000 in other expenses (utilities, maintenance, etc.).

For our Rucker Building here in Everett, we do own this building outright, with the IRS as our only current tenant. The WIC/First Steps clinic on the 1st floor is 2,647 sq. ft., which could be leased out to bring in approximately \$50,000 in annual revenue. Note that this decision would also be part of our broader capital improvement project discussion we'll be having with the Board in April and May.

EXHIBIT C

MEDICAL

Aberdeen: 360-538-1293
Bellevue: 425-460-7140
Bellingham: 360-671-3225
Burien: 206-812-6140
Clark County: 360-852-9070
Everett: 425-312-0202
Everson: 360-354-0766
Kent: 206-436-6380
Lacey: 360-359-4840
Marysville: 360-653-1742
Monroe: 360- 282-3885
Mt. Vernon: 360-428-4075
Ocean Shores: 360-289-2427
Olympia: 360-491-1399
Puyallup: 253-864-4550
Seattle: 206-762-3730
Skagit Valley: 360-588-5550
Tacoma: 253-593-2144
Tacoma MDC: 253-627-5445
Thurston County: 360-742-5000
Tillicum: 253-280-9890
Vancouver: 360-566-4402
White Center: 206-965-1000

DENTAL

Aberdeen: 360-538-1463
Bellingham: 360-738-3016
Burien: 206-631-7316
Lacey: 360-359-4860
Marysville: 360-657-3091
Mt. Vernon: 360-542-8901
Oak Harbor: 360-679-9216
Port Angeles: 360-406-5260
Puyallup: 253-864-4760
Seattle: 206-762-3263
Tacoma: 253-280-9840
Tumwater: 360-570-8016
Vancouver: 360-574-4074
White Center: 206-965-1000

INPATIENT BEHAVIORAL HEALTH

Bellingham: 360-647-4266
Seattle: 206-766-6969
Tacoma: 253-280-9860

OUTPATIENT BEHAVIORAL HEALTH

Aberdeen: 360-538-1461
Anacortes: 360-293-8007
Bellevue: 425-460-7114
Bellingham: 360-734-5458
Everett: 425-609-5505
Gig Harbor: 253-280-9888
Kent: 206-764-8019
Lacey: 360-359-4880
Lynnwood: 425-977-2560
Monroe SA: 360-805-3122
Mt. Vernon: 360-542-8920
Olympia: 360-570-8258
Puyallup: 253-864-4770
Seattle: 206-766-6976
Tacoma: 253-396-1634
Tumwater: 360-570-8258
Vancouver: 360-397-9211
Vancouver: 360-566-4432

PHARMACY

Everett: 425-312-0190
Mt. Vernon: 360-542-8800
Olympia: 360-704-7575
Seattle: 206-762-3397

OTHER

Cannon House: 206-709-1777
Child Dev. Ctr.: 206-788-3245
Community Care Ctr.: 206-788-3200
Community Services: 206-764-4700
Home Health: 206-764-4717
Homeless Services: 360-424-5710
MSS & WIC: 206-762-0876
Patient Accts. Billing: 800-549-2493
REACH: 206-764-4146
Seasonal Housing: 206-450-1105



Sea Mar
Community Health Centers
Clínica de la Comunidad

COPY
Proudly serving the community since 1978

ROGELIO RIOJAS, CHIEF EXECUTIVE OFFICER
ADMINISTRATIVE OFFICES: 1040 S. HENDERSON ST., SEATTLE, WA 98108, 206-763-5277

RECEIVED
APR 04 2016

March 29, 2016

Snohomish Health District
Attn: Gary Goldbaum, MD, MPH
Health Officer and Director
3020 Rucker Avenue
Everett, WA 98201

Re: Letter of Commitment

Dear Dr. Goldbaum:

Sea Mar Community Health Centers, founded in 1978, is a community-based organization committed to providing quality, comprehensive health, human and housing services in Washington state. We serve everyone in our communities regardless of their race, ethnicity, immigration status, gender, sexual orientation, or their ability to pay for services.

Sea Mar's network of services includes over 90 sites providing medical, dental, behavioral health services, as well as a wide variety of nutritional, social support, and educational services including First Step (Maternal Support Services) and WIC (Women, Infants and Children) programs.

Please accept this letter as Sea Mar Community Health Centers' formal notification of interest in accepting the 4,000 Snohomish Health District's First Step (MSS) and the 6,000 WIC clients by January 1, 2017.

Sea Mar's First Step (MSS) Program is ready to start working on this transition. We will continue the referral process as it was before, by zip code, adding any additional zip codes in the areas where we have clinics and/or other services. This process will continue to ensure the continuity of services our community members.

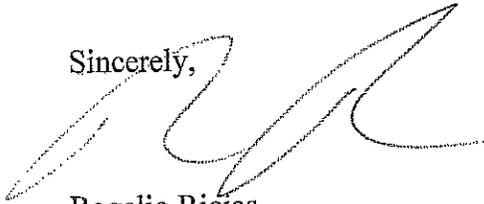
Sea Mar's WIC Program is also committed to work closely with the Washington state WIC Program and the Snohomish Health District for a smooth transition, therefore preventing service disruption to the community.

Additionally, Sea Mar is willing to consider employing current Snohomish Health District First Step (MSS) and WIC employees to the greatest extent possible for the continuum of care.

Sea Mar has the capacity to serve Snohomish County and we are committed to continue providing excellent quality care and services. Like many of our other communities, the Sea Mar First Step (MSS) and WIC Programs will be most likely be co-located to provide seamless referral process and offering complementary services.

Please do not hesitate to contact me at 206-763-5277 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rogelio Riojas', written over a horizontal line.

Rogelio Riojas
CEO

EXHIBIT D



StepByStep

Helping Each Mom Put Her Best Foot Forward

COPY

RECEIVED

APR 01 2016

March 31, 2016

Gary Goldbaum, MD, MPH
Health Officer and Director
Snohomish Health District
3020 Rucker Avenue
Everett, WA 98201

Dear Dr. Goldbaum,

Thank you for inviting me to be a part of your March 15th board meeting. I very much appreciated being there and presenting Step By Step's history, capacity, and willingness to provide First Steps services to approximately one-half of SHD's First Step's clients, should the board vote to discontinue services.

This letter is a reflection of my thoughts and conversations since the meeting, and an attempt to put in writing what we believe we could provide if First Steps and WIC are discontinued.

I founded Step By Step almost 20 years ago, and we have been providing First Steps services since we opened our doors. We serve Pierce, King, and Snohomish Counties. In 2011, the coordinator for Women and Children's Services, Debbi Saint, from Franciscan Health System contacted me and asked if we would partner with them to provide First Steps services for their clients, as they were discontinuing this program. We agreed, and have been in a formal, legal partnership since November 2011. We hired all their staff and assumed their client caseload. Debbi Saint has served on our board of directors since 2011. The transition and partnership has been extremely positive.

In 2014, Highline WIC did the same. They discontinued First Steps services and chose to partner with Step By Step.

All that being said, Step By Step has done this before, and we are willing to partner with Sea Mar to make sure the Health District's First Steps eligible clients are served. Step By Step offers a variety of additional resources and support, which were mentioned in an email to Charlene.

After the March 15th meeting adjourned, I talked to several different people including the representative from Pregnancy Aid and Pete Mayer. On my drive home from the meeting, I was processing everything I had heard, the desires of the board, and the concern for client care. It became clear to me that if someone could assume the current SHD WIC sites, it would be a win/win for everyone (most importantly the continuity of care for women/clients). Then I thought, that "someone" could be Step By Step. I ran it by Charlene, and she was positive towards the idea. I ran it by Terry Tatko (Manager of Women's Support Services/WIC for CHI Franciscan), Myra Little

(WIC Supervisor for CHI Franciscan), and Anjoo Sood (WIC Supervisor for Highline Medical). Each of them thought it would be a great step for us to take, and said they would support us through the process.

My next step was to talk to Cathy Franklin (WIC Nutrition Program Coordinator at DOH-she was on the phone during the March 15th meeting). Cathy was very much in favor of the idea and sent me the initial application. I also talked with Mari Scott (the Local Program Consultant for WIC at DOH).

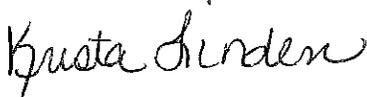
In summary, should the board vote to discontinue providing WIC and First Steps services:

- 1) Step By Step will work with Sea Mar to provide services for SHD's First Steps eligible clients. Our timeline might look like this:
 - Our case managers, in Snohomish County, have not been at full capacity for quite some time. The precariousness of the SHD programs and the pressure to maintain high caseloads/billings have meant that Step By Step has taken fewer referrals. Regardless of whether the board chooses to discontinue First Steps/WIC, Step By Step would request to immediately take two more zip codes off of the MCO list. Those zip codes are 98037 and 98087. We can absorb up to 250 more referrals per month based on our current staffing.
 - We will immediately begin searching for qualified staff to hire and will work towards being able to absorb all 2,000 by the end of 2016. If we are unable to reach that capacity by end of year, Sea Mar has said they will assist us until we are there. We have had a very good working relationship with Sea Mar over the years, and look forward to continuing it. We are definitely open to seeing what we can make work for the existing SHD First Steps Staff.
- 2) Step By Step is also willing to talk to the board about absorbing the two WIC sites operated by SHD. We are completely open to interviewing the existing WIC SHD staff to see if they would like to continue with Step By Step. I'm sure the pay would not be the same as they are used to receiving. I would also appreciate the board's full support during the transition process to make it as seamless and financially compatible as is within the power of the board.

I believe that by offering these two possibilities, the board, the SHD administration, the staff who would like to continue serving women and children (even at a reduced rate of pay), the community, and, most importantly, the clients receiving services through SHD, will see this as a win/win...making the best out of a very difficult and potentially disruptive decision.

I am available to answer any questions you might have. Please feel free to email me at: kristalinden@stepbystepnews.org or call my office at (253) 896-0903.

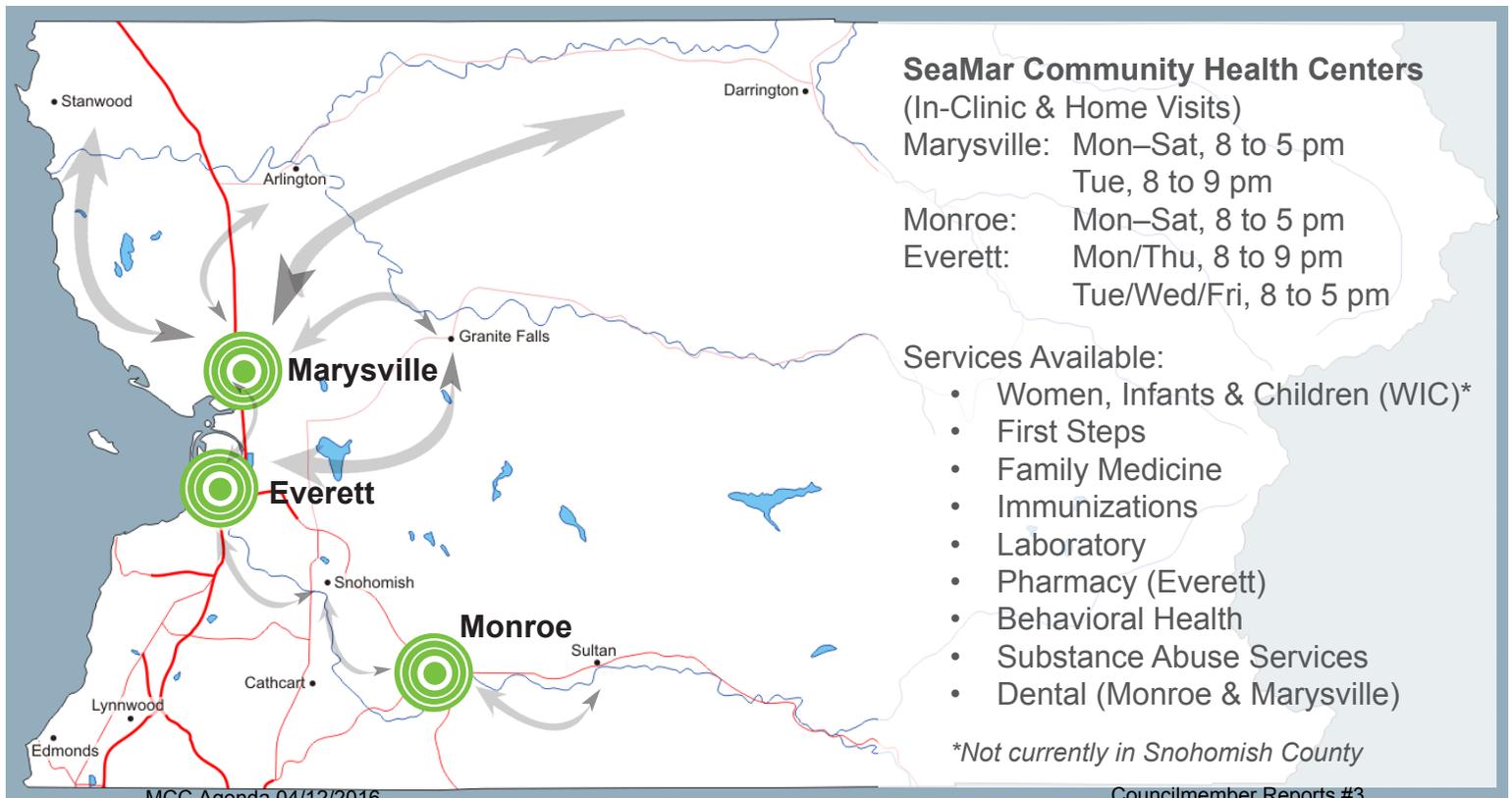
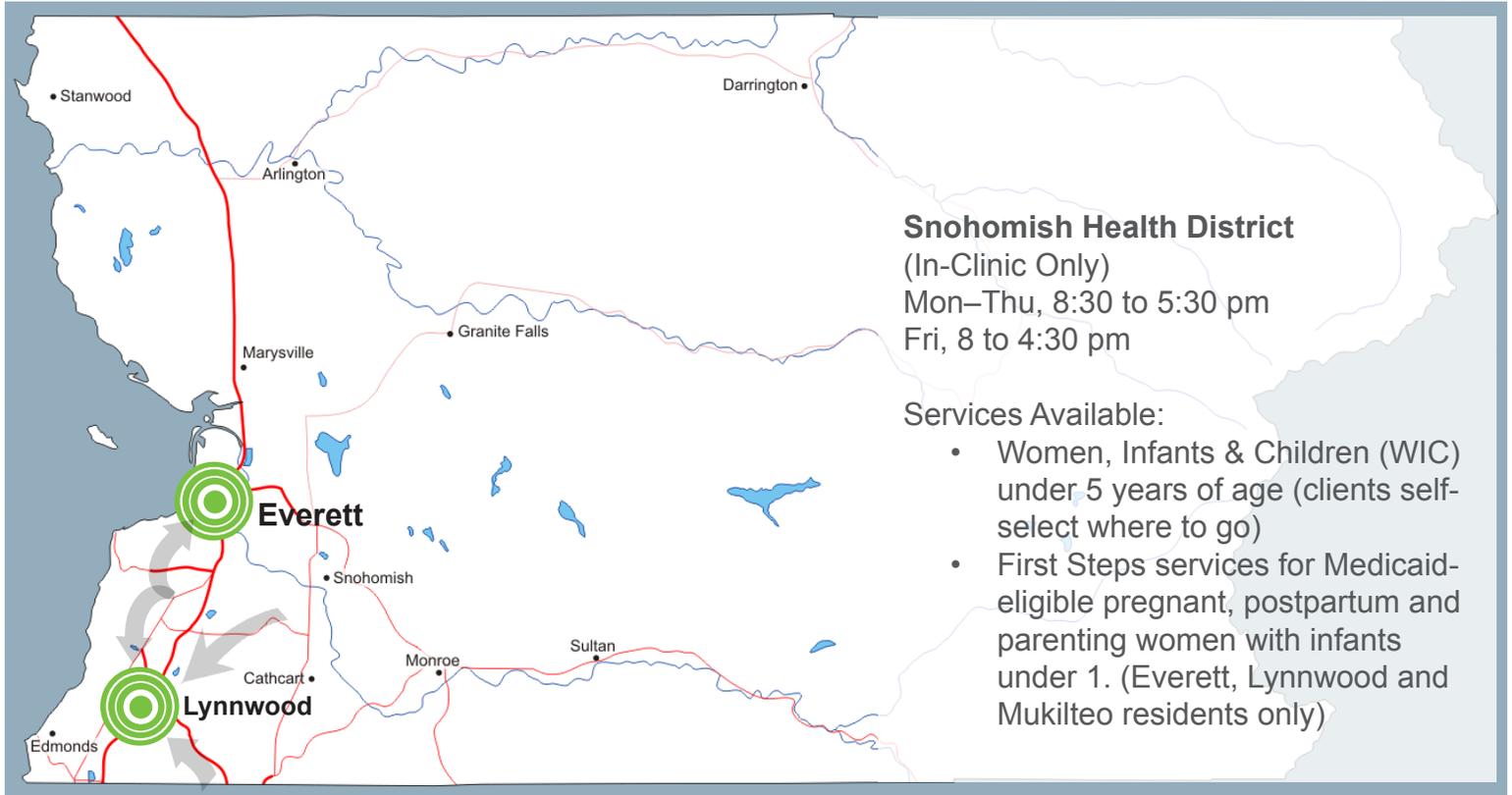
Sincerely,

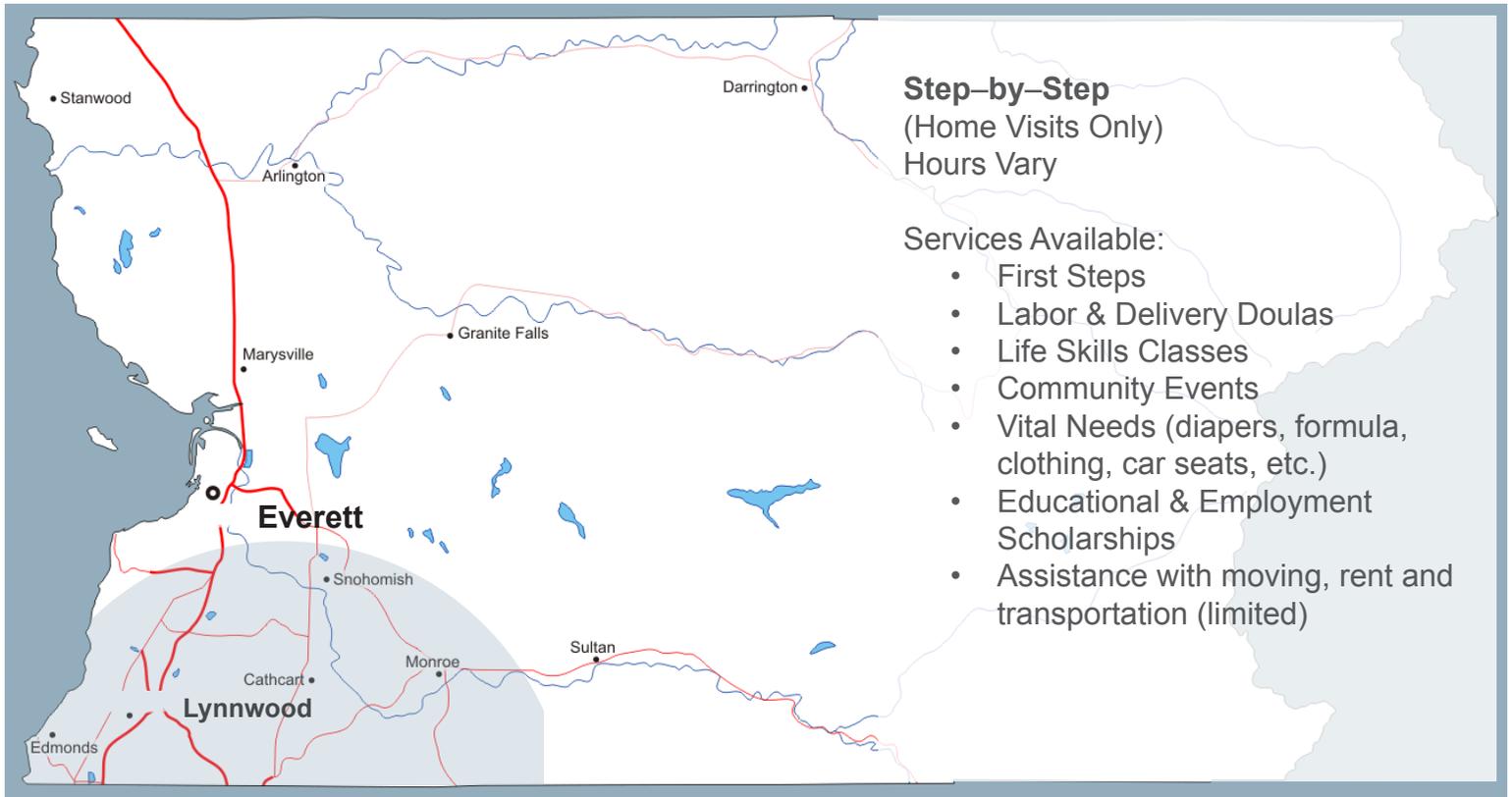


Krista Linden
Founder/Executive Director

EXHIBIT E

First Steps Service Providers





COMMITTEE AND STANDING REPORTS

13.

**Implementation of 2014 Strategic Plan Update
Quarterly Report to the Snohomish Health District Board of Health**

Date: April 2016

Reporting Period: Q1: January-March 2016

Quarterly Highlights: Here's What We're Most Proud Of:

Developed a comprehensive transition plan for early childhood development programs and services enabling the Board to consider the proposal to transition WIC and First Step services to community providers.

Initiative 1

Moving Patients out of Health District Clinics and Into Medical Homes

- To help address vaccine hesitancy, the Vaccine Preventable Disease (VPD) program hosted an event with a local Russian physician speaking in support of vaccines. Russian families were invited to the dinner and open question/answer forum. The event was sponsored by a grant through Verdant Health Commission.
- VPD staff continue to seek resources for adult immunization services for individuals on Apple Health or Medicaid. Some primary care clinics do not provide adult vaccines due to cost and instead refer their clients to local pharmacies for the immunizations. Unfortunately, pharmacies only accept Medicaid payment for influenza vaccine. Other adult vaccines, such as the Measles-Mumps-Rubella (MMR) or tetanus-diphtheria-pertussis (Tdap) are not covered by Medicaid payment to pharmacies.
- The VPD staff recently received a grant from Group Health for a quality improvement project around raising adolescent immunization rates for Human Papillomavirus (HPV) vaccine. Ten clinics in Snohomish County are participating in this project.

Initiative 2

Improve Environmental Health Business Practices

- System configuration has begun and is continuing. Accela has converted Environmental Health (EH) selected data and imported into EH's Envision Connect (EC) test database. EH is reviewing the data to validate the conversion.
- Selected EH staff are working with an EC test system with Health District data to become familiar with the Envision Connect platform. Workgroups have been assembled to aid in training and assisting with staff questions during system startup.
- Pre-QI data collection completed for pool inspections, complaints, onsite septic systems application reviews, permit renewals and AMANDA (County/Health District document reviews). EH continues to develop written procedures for new processes in time accounting, food safety plan review, temporary food establishment, pool inspections and complaints.
- Computer hardware, includes new Surface Pro Tablets, have been purchased and software is being loaded onto machines.

- Training plan and schedule are being developed for new computer hardware, EC, and EC Remote.
- Working with the Business Office and Snohomish County Planning and Development on custom design interfaces for financial and AMANDA activities.

Initiative 3

Optimize Delivery of Early Childhood Development Programs

- Explored delivery of group services for pregnant and parenting women with Community Health Center (CHC) of Snohomish County. Potential benefits of integrating this service within CHC's primary care settings continue to be discussed.
- Discussed a potential collaboration with Tulalip Tribes to target health disparities. Areas of need include encouragement to access first trimester prenatal care, connecting new parents to key information and support services, and striving for healthy lifestyles.
- Provided family-centered, community-based, and coordinated care for children and youth with special health care needs and worked with the staff at the Everett Gospel Mission. These children and their families are homeless and benefit from assistance with establishing and maintaining medical homes and obtaining other community services.
- Delivered health education, referral to community services, and support for the at-risk pregnant and parenting teen women served by Cocoon House and residing at a maternity house in northern Snohomish County. The goal is to decrease the risk of premature births and low-birth-weight infants, increase support for breastfeeding, and build rapport between a mother and her infant.
- Provided group education and support to pregnant and parenting women served by Therapeutic Health Services. This agency provides chemical dependency services to these women. Coordinating the Health District's maternal child health services within their pregnancy and parenting groups began in June 2015.
- Developed and initiated a system in Snohomish County among the three First Steps providers to address the distribution of First Steps referrals from the Washington State Health Care Authority. These referrals originate from the five managed care organizations serving Snohomish County. The managed care organizations are required to inform all pregnant women on Apple Health (Medicaid) about First Steps services. Women with high-risk pregnancies are to receive a referral to seek support from a First Steps provider.
- Developed a transition plan for early childhood development services that affirmed the course endorsed by the Board of Health in two strategic documents: *Snohomish Health District 2014 Strategic Plan Update (June 2014)* and *Supported and Sustainable: The Future of Public Health in Snohomish County (April 8, 2015)*.

Initiative 4

Mobilizing Community Health Action Teams

- Developed a Healthy Communities Action Plan that identifies areas of focus, current and recommended capacity needs, and fiscal implications. Tobacco-free living, active living, healthy nutrition, and injury- and violence-free living are addressed. Board of Health approved two new 1.0 FTE Healthy Communities Specialist positions to address injury prevention and population-based nutrition efforts. Funding to begin January 1, 2016.
- The Community Health Improvement Plans for obesity, youth physical abuse, and suicide as well as the new youth tobacco grant set clear directions for the future work.

Initiative 5**Reducing Administrative Overhead Costs**

- Implementation of new HR/Payroll system is underway. When fully implemented, it will provide online time and attendance entry, online paystubs, and W2s for employees to view at their convenience, increase efficiency in payroll processing and increase Human Resource record-keeping capabilities.
- Continued negotiations with Snohomish County regarding a contract for Information Technology Services. The contract has been submitted to the County Executive's office for review. We anticipate the contract to be effective May 1, 2016.
- Archived historical financial data for increased analysis using modern tools.
- Continued work with US Bank purchase card implementation

Initiative 6**Institute Workforce Development and Succession Planning**

- 84% of SHD nurses completed the assessment data from the WSALPHO assessment survey and we've received the aggregate data; the workforce development committee shared the information with all the nurses as well as the executive leadership team; a preliminary training plan for nurses is being developed based on the results
- All SHD employees have been asked to participate in the same statewide survey tool to assess healthcare professionals' knowledge of core competencies and training needs; competencies are based on the Public Health Foundation's Core Competencies for Public Health Professionals as defined by the 10 essential public health services; aggregated results will be shared with all employees with the assistance of a peer committee.
- The Board of Health endorsed a revised employee handbook for all agency staff that provides greater clarity on personnel policies and programs.
- The agency continues to evaluate vacant positions and is facilitating organizational reviews of programs and divisions to identify new opportunities for staff while also addressing the realities of health system transformation.

Initiative 7**Improve Health District Funding and Governance**

- The Board of Health endorsed proceeding with the William D. Ruckelshaus Center to conduct an assessment of the agency's funding, organizational and governance structures, public engagement strategies and the potential of engaging in a collaborative process to address any noted issues. Interviews with approximately 40 community leaders, agency/organizational staff, elected officials and other individuals will occur resulting in an assessment report will include a list of who was interviewed and key themes that emerged from the interviews. The final report is expected to be completed by the end of August 2016 and presented to the Board to help inform next steps.

Initiative 8**Become Nationally Accredited and Integrate Quality Improvement Principles**

- SHD continues to prepare for accreditation through assessment of its record management system(s). EH has designated a staff person to oversee its activities in accreditation and quality improvement.
-

Any major course corrections anticipated? Yes No

The agency continues to manage multiple complex issues regarding the proposed transition of WIC and First Step services, design and engineer critical capital improvements to the Rucker Building, facilitate a third party neutral facilitator regarding the agency's future funding, organizational and governance structures and deploy essential technology upgrades.

What can the Board expect at the next quarterly report?

Continued progress in engaging community partners and implementing the Board's decision regarding WIC and First Steps. EH staff trained and ready to Go-Live with time and accounting activities and food safety inspections in EC and EC Remote. The Business Office expects to have secured approved contracts for engaging Snohomish County IT in providing needed agency-wide software and hardware support as well as have implemented an initial technology upgrade associated with a new HR and payroll system.

-more-

FINANCIAL REPORT	Proposed Board Action: No Action Required, Briefing Only
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Division/Program: Administration (Judy Chapman, Business Manager)
Exhibits: A. Preliminary Financial Statements through February 29, 2016
Prior Board Review: N/A
Approved by Deputy Director Chief Operating Officer: 

Background

Attached are our preliminary fund financial statements through February 29, 2016. Please note that the information contained in the documents is based on preliminary and unaudited activities.

Our cash and investments continue to be adequate to provide for current cash flow requirements. We held investments in the State Investment Pool of approximately \$8.5 Million on February 29, 2016.

Current Operations:

Revenue and Expenses are typically expected to be about 17% of the annual budget after two months of operations. The District, however, collects nearly all of the annual food permit revenue and half of the annual State discretionary funds in January of each year. This is reflected in the elevated percentage of budget shown in the Licenses and Permits and Intergovernmental Revenue categories.

On the Expenditure side, Other Services and Charges are high in early months of the year due to annual transactions of approximately \$225K paid in January of each year. This represents nearly 11% of the annual budget and therefore skew the monthly percentage calculations in early months of the year. Other Expenditures are on target.

Year End Projections:

Expenditures for 2016 operations are expected to exceed revenues by approximately \$1 Million while capital improvement projects are projected to cost about \$4 Million, offset by \$3 Million bond proceeds, reducing Fund Balance to \$4.9 Million by year end.

Beginning Fund Balance, 1/1/2016	\$ 6,852,310
Operations	(953,146)
Capital Improvement, net of debt	(948,815)
Projected Fund Balance 12/31/2016	\$ 4,950,349

Committed Reserves of \$2,224,494 reflect the Board of Health's financial policy of reserving 30 days of budgeted expenditures for working capital and an additional \$500,000 as an emergency fund. In addition to these estimates, Snohomish Health District has an unfunded liability for employee leave balances in the amount of \$1,893,654 which is payable at the time of employee departure but is not reflected on fund financial statements. It is estimated that approximately \$281K of it will be paid out during 2016.

Projected Fund Balance 12/31/2016	\$	4,950,349
Reserves:		
Working Capital, 30 days		(1,724,494)
Emergency Fund		(500,000)
Compensated Absences		(1,893,654)
Available Fund Balance 12/31/2016	\$	832,201

In the past, SHD assigned reserves have represented management's estimate of fund balance needed for asset replacement. Because the 2016 budget anticipates completion of the needed replacements, assigned reserves have not been identified against the 2016 Ending Fund Balance.

Board Authority

N/A

Recommended Motion:

Judy Chapman, Business Manager

No Action Required. Briefing Only

EXHIBIT A

COMBINED FUNDS

SNOHOMISH HEALTH DISTRICT

COMPARATIVE BALANCE SHEET

February 29, 2016 and 2015

	2016 General Fund	2016 PHEPR Fund	2016 Total District Funds	2015 Total District Funds
Assets:				
Cash	\$492,521	\$39,473	\$531,994	\$402,647
Imprest Funds	25,619		25,619	17,675
Investments	8,462,675		8,462,675	8,516,553
Accounts Receivable	96,760	1,044	97,804	258,882
Due From Other Funds	130,350		130,350	156,969
Due From Other Governments	474,862	135,905	610,767	935,115
Other Current Receivables	132	(4)	128	922
Prepayments	1,533		1,533	77,319
Inventory	140,518		140,518	245,243
Total Assets	<u>\$9,824,970</u>	<u>\$176,418</u>	<u>\$10,001,388</u>	<u>\$10,611,325</u>
Liabilities and Fund Equity:				
Liabilities				
Accounts Payable	\$137,828	\$2,291	\$140,119	\$488,070
Due to Other Funds		130,350	130,350	156,969
Other Accrued Liabilities	760,418	20,152	780,570	652,389
Total Liabilities	<u>898,246</u>	<u>152,793</u>	<u>1,051,039</u>	<u>1,297,428</u>
Fund Balance				
Committed Reserves	2,224,494		2,224,494	1,877,250
Assigned Reserves	4,073,815	23,625	4,097,440	1,185,000
Unassigned	2,628,415	-	2,628,415	6,251,647
Total Fund Balance	<u>8,926,724</u>	<u>23,625</u>	<u>8,950,349</u>	<u>9,313,897</u>
Total Liabilities and Fund Equity	<u>\$9,824,970</u>	<u>\$176,418</u>	<u>\$10,001,388</u>	<u>\$10,611,325</u>

GENERAL FUND

SNOHOMISH HEALTH DISTRICT

Statement of Revenues, Expenditures, and
Changes in Fund Balance - Budget and Actual

For the Two Months Ended February 29, 2016

	Budget	YTD YTD	% of Budget	Projected Year-End	Variance	% of Budget
Revenues:						
Licenses and Permits	\$3,259,739	\$1,882,400	58%	\$3,259,739	\$0	0%
Intergovernmental	9,243,430	2,526,270	27%	9,243,430	0	0%
Charges for Services	2,192,297	205,361	9%	2,192,297	0	0%
Miscellaneous	302,340	57,575	19%	302,340	0	0%
Total Revenues	<u>14,997,806</u>	<u>4,671,606</u>	<u>31%</u>	<u>14,997,806</u>	<u>0</u>	<u>0%</u>
Expenditures:						
Health						
Personnel Services	13,406,621	2,091,789	16%	13,406,621	0	0%
Supplies	380,122	21,718	6%	380,122	0	0%
Other Services and Charges	2,039,209	443,416	22%	2,039,209	0	0%
Capital Outlay	125,000	25,793	21%	125,000	0	0%
Total Expenditures	<u>15,950,952</u>	<u>2,582,716</u>	<u>16%</u>	<u>15,950,952</u>	<u>0</u>	<u>0%</u>
Excess (deficiency) of revenues over expenditures	(953,146)	2,088,890		(953,146)	0	
Other Financing Sources (Uses):						
One-time Capital Expenditures	(3,948,815)		0%	(3,948,815)	0	0%
Bond Proceeds	3,000,000		0%	3,000,000	0	0%
Excess (deficiency) of revenues and other financing sources over expenditures	(1,901,961)	2,088,890		(1,901,961) 3)	0	
Fund Balance as of January 1	<u>6,837,834</u>	<u>6,837,834</u> 1)		<u>6,837,834</u> 1)		
Fund Balance as of February 29		<u>\$8,926,724</u>				
Projected December 31 Fund Balance	<u>\$4,935,873</u>			<u>\$4,935,873</u> 2)	<u>\$0</u>	

1) Actual Fund Balance as of January 1

2) Projected Year End Fund Balance

3) Projected Increase/Decrease in Fund Balance from Amended Budget

PHEPR FUND

SNOHOMISH HEALTH DISTRICT

Statement of Revenues, Expenditures, and
Changes in Fund Balance - Budget and Actual

For the Two Months Ended February 29, 2016

	Budget	YTD	YTD % of Budget	Projected Year-End	Variance	Variance % of Budget
Revenues:						
Intergovernmental	\$794,164	\$130,431	16%	\$794,164	\$0	0.00%
Total Revenues	<u>794,164</u>	<u>130,431</u>	<u>16%</u>	<u>794,164</u>	<u>-</u>	<u>0.00%</u>
Expenditures:						
Health						
Personnel Services	576,216	103,314	18%	576,216	0	0.00%
Supplies	8,529	1,837	22%	8,529	0	0.00%
Other Services and Charges	17,666	4,070	23%	17,666	0	0.00%
Indirect Cost Allocation	191,753	12,061	6%	191,753	0	0.00%
Total Expenditures	<u>794,164</u>	<u>121,282</u>	<u>15%</u>	<u>794,164</u>	<u>0</u>	<u>0.00%</u>
Excess (deficiency) of revenues over expenditures	0	9,149		0	0	
Fund Balance as of January 1	<u>14,476</u>	<u>14,476</u>				
Fund Balance as of February 29		<u><u>\$23,625</u></u>			<u><u>\$0</u></u>	
Projected December 31 Fund Balance	<u><u>\$14,476</u></u>			<u><u>\$0</u></u>		

TRAINING

16.

**OPEN PUBLIC MEETINGS ACT AND
PUBLIC RECORDS TRAINING**

Proposed Board Action:

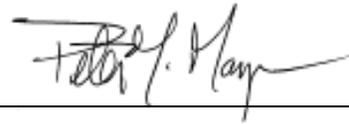
No action requested. Briefing and training only.

Division/Program: Community Health/Health Information and Vital/Public Records (Nancy Blevins, RHIA | Health Information & Vital/Public Records Manager)

Exhibits: None

Prior Board Review: July 8 and August 8, 2014; Sept. 9, 2015

Approved by Deputy Director | Chief Operating Officer:



Background

In March 2014, the Governor signed into law the Open Government Trainings Act (Engrossed Senate Bill 5964). The Act makes open government education a recognized obligation of public service and requires basic open government training for local and statewide officials and records officers.

After July 1, 2014, members of a governing body of a public agency must receive open public meetings training no later than 90 days after they take their oath of office or assume their duties. They also must receive refresher training at intervals of no more than four years, as long as they are members of a governing body.

As independently elected officials, members of the Snohomish Health District Board of Health are required to participate in training on open public meetings, the Public Records Act, and public records retention. Staff will show an open public meetings training video produced by the Attorney General's Office at the April 12 Board meeting as well as provide a brief presentation on public records retention.

Viewing the video and hearing the presentation will fulfill the training requirements of all board members in attendance for four years. Board member participation in the training will be formally documented in the meeting's audio recording and minutes.

Board Authority

N/A

Recommended Motion:

No action required; briefing and training only.

City of Monroe - March 2016

General Fund Revenues	2016 Budget	Year-to-Date 3/31/16	% of Budget	2015 Budget	Year-to-Date 3/31/15	% of Budget
Property Tax	2,031,543	68,878	3.4%	2,011,559	78,055	3.9%
Sales Tax	5,001,675	1,270,699	25.4%	4,665,073	1,130,192	24.2%
Admissions Tax	135,000	36,127	26.8%	130,000	45,516	35.0%
Utility Tax	2,025,618	584,429	28.9%	2,035,500	600,934	29.5%
Leasehold & Gambling Taxes	42,726	9,733	22.8%	39,250	9,758	24.9%
Total Taxes	9,236,562	1,969,866	21.3%	8,881,382	1,864,455	21.0%
Licenses & Permits	467,800	131,727	28.2%	362,000	127,865	35.3%
Intergovernmental	549,315	115,492	21.0%	518,946	108,676	20.9%
Charges for Goods & Services	1,098,531	362,940	33.0%	864,163	201,771	23.3%
Fines & Penalties	261,340	67,566	25.9%	213,800	44,902	21.0%
Miscellaneous Revenues	41,901	6,873	16.4%	44,374	21,284	48.0%
Interfund Transfers In	106,000	-	0.0%	318,000	-	0.0%
Total General Fund Revenues	11,761,449	2,654,464	22.6%	11,202,665	2,368,953	21.1%
General Fund Expenditures	2016 Budget	Year-to-Date 3/31/16	% of Budget	2015 Budget	Year-to-Date 3/31/15	% of Budget
Admin, City Clerk & Public Records	750,225	196,657	26.2%	861,420	211,847	24.6%
City Attorney	180,000	25,123	14.0%	130,000	30,177	23.2%
Human Resources	147,600	38,753	26.3%	147,639	35,065	23.8%
Elected/Legislative	193,849	60,365	31.1%	150,100	37,683	25.1%
Finance	521,503	139,348	26.7%	513,726	112,655	21.9%
Planning & Building	1,080,972	302,029	27.9%	1,303,947	279,232	21.4%
Economic Development	-	-	-	25,000	4,839	19.4%
Emergency Management	24,847	4,285	17.2%	96,037	16,396	17.1%
Police	6,727,210	1,730,460	25.7%	6,319,706	1,598,239	25.3%
Jail, District Court & Dispatch	680,716	225,483	33.1%	590,054	141,314	23.9%
Municipal Court	326,348	78,343	24.0%	318,855	68,238	21.4%
Parks & Recreation	1,164,172	277,144	23.8%	1,075,930	227,428	21.1%
Interfund Transfers Out	154,956	-	0.0%	284,669	-	0.0%
Total General Fund Expenditures	11,952,398	3,077,990	25.8%	11,817,083	2,763,113	23.4%

City of Monroe - March 2016

Other Funds' Revenues	2016 Budget	Year-to-Date 3/31/16	% of Budget	2015 Budget	Year-to-Date 3/31/15	% of Budget
Street Fund	606,966	155,343	25.6%	578,571	143,494	24.8%
Tourism Fund (Lodging Tax)	66,826	13,870	20.8%	65,200	10,444	16.0%
Real Estate Excise Tax Fund	501,500	206,381	41.2%	400,000	159,114	39.8%
Water Fund	3,835,423	1,173,020	30.6%	3,707,790	1,090,234	29.4%
Sewer Fund	7,398,759	1,899,987	25.7%	7,168,535	1,882,984	26.3%
Storm Drain Fund	1,587,743	416,891	26.3%	1,614,783	394,502	24.4%
Solid Waste Fund	3,394,125	833,038	24.5%	3,343,700	835,148	25.0%
Water CIP Fund	340,000	150,613	44.3%	505,420	177,995	35.2%
Sewer CIP Fund	2,521,920	216,755	8.6%	2,000,000	217,082	10.9%
Storm Drain CIP Fund	3,283,987	1,112	0.0%	917,250	23,403	2.6%

Other Funds' Expenditures	2016 Budget	Year-to-Date 3/31/16	% of Budget	2015 Budget	Year-to-Date 3/31/15	% of Budget
Street Fund	683,883	181,918	26.6%	674,184	154,255	22.9%
Tourism Fund (Lodging Tax)	80,908	14,393	17.8%	80,385	11,496	14.3%
Parks CIP Fund	738,614	37,541	5.1%	651,193	61,993	9.5%
Street CIP Fund	6,618,545	636,165	9.6%	5,812,568	170,135	2.9%
Water Fund	3,936,771	813,189	20.7%	4,044,604	461,869	11.4%
Sewer Fund	7,322,656	1,269,774	17.3%	7,055,878	1,245,085	17.6%
Storm Drain Fund	1,508,889	317,052	21.0%	1,530,343	314,131	20.5%
Solid Waste Fund	3,443,533	823,671	23.9%	3,278,401	805,904	24.6%
Water CIP Fund	4,396,842	77,949	1.8%	2,425,204	89,618	3.7%
Sewer CIP Fund	3,875,655	60,483	1.6%	2,791,917	600,071	21.5%
Storm Drain CIP Fund	313,411	64,227	20.5%	1,852,931	95,423	5.1%
Information Technology I.S. Fund	529,321	110,596	20.9%	492,399	118,195	24.0%
Fleet & Equipment I.S. Fund	1,042,359	303,540	29.1%	992,041	213,587	21.5%
Facilities I.S. Fund	1,210,564	275,866	22.8%	1,220,556	242,426	19.9%



**PUBLIC WORKS DEPARTMENT
DESIGN & CONSTRUCTION DIVISION
APRIL 2016 UPDATE**

TJERNE PLACE – CHAIN LAKE ROAD TO WOODS CREEK ROAD

Background

This project involves extending Tjerne Place from Chain Lake Road to Woods Creek Road. Right-of-Way acquisition is needed along the length of the project. The proposed improvements include wide sidewalks on both sides of the road, two 12-ft travel lanes and a center turn lane, modifications to the existing signal at Chain Lake Rd and Tjerne Place, and a new driveway into the Safeway shopping center. Provisions are being made for a new signal at Woods Creek Rd, and will be installed depending on the cost of the project. We have a commitment from PUD to provide \$1,000,000 and have received a \$3,100,000 grant from TIB.

Estimated Cost: \$4,847,700

Construction Target: Begin Summer 2015; End Summer 2016

Update

The final lift of asphalt was placed on April 1st, including a new driveway to the Safeway shopping center. Also of note are the new street lights installed by PUD forces.

This month will see the remainder of sidewalk and curbing being placed, continued signal systems work, and pavement striping near the end of the month.

Timeline

July 2015	Construction begins
November 2015	Construction suspended
April 2016	Construction resumes
April 2016	Substantial Completion
May 2016	All Work Completed
July 2016	Project is Accepted



W. MAIN STREET SIDEWALKS

Background

The project scope includes installing a concrete sidewalk along the south side of W. Main Street between the Tester Road Roundabout and the future Housing Hope development. This would complete sidewalk connectivity between downtown and the Monroe High School, thereby increasing pedestrian safety and providing alternative modes of transportation. The City received a grant from TIB in the amount of \$368,638 to help fund this project.

Estimated Cost: \$495,000

Construction Target: Spring 2016

Update

The design phase is complete and the project will be going out for public bid advertisement early this month. The targeted bid advertisement date will be in April 6th, 2016, which is based on construction occurring while the Monroe School District is on summer break.

Timeline

November 2014	Grant Awarded
February 2015	Design
February 2016	Design completed
April 6 th , 2016	Project advertised to contractors
June 2016	Construction begins
August 2016	Construction complete



179th AVENUE SE SIDEWALKS

Background

The City of Monroe applied for and received a \$372,500 grant from the Community Development Block Grant Program of Snohomish County's Housing and Urban Development. The concrete sidewalk will be installed along the west side of 179th Ave SE, filling in gaps such that once the project is completed there will be a continuous sidewalk along the west side from Main Street to 157th Street SE.

Estimated Cost: \$372,500

Construction Target: Summer 2016

Update

Engineering staff are working the design drawings and also working with adjacent property owners to acquire necessary right-of-way to construct the project. This month the engineers will be developing design drawings and specifications. The targeted bid advertisement is April, 2016, but will be dependent on when right-of-way acquisition will be completed. The project construction timeline is based on construction occurring while the Monroe School District is on summer break.

Timeline

January 2015	Grant Awarded
August 2015	Design
March 2016	Design completed
April 2016	Project advertised to contractors
June 2016	Construction begins
August 2016	Construction complete



WOODS CREEK ROAD PHASE I

Background

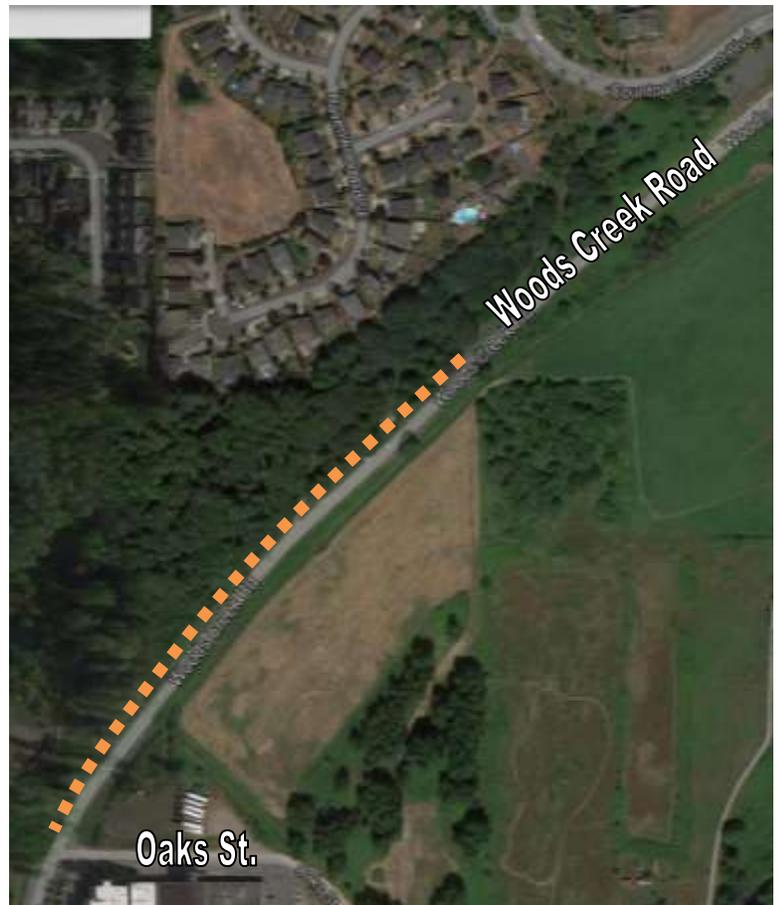
In 2011 plans were prepared for a new shared path along the west side of Woods Creek Road that would connect the downtown to the trail system coming down from The Farm development. The plans include a paved 10' wide trail, soldier pile retaining wall, and necessary storm drainage. At that time local funding carried the project only through design development. In 2014 the City received a grant from the Puget Sound Regional Council (PSRC) to construct the project. This grant award has a maximum payable amount of \$1,718,000. The project is alive again and will be constructed in 2016. Estimated Project Cost: \$2,071,000 (incl. design & construction)
Construction Target: Summer 2016

Update

The project was awarded to the low bidder, Thomco Construction, Inc. Construction is slated to begin the first week of May.

Timeline

January 2014	Grant Awarded
August 2015	Design
Winter 2015/16	Design completed
January 2016	Project advertised to contractors
May 2016	Construction begins
Sept. 2016	Construction complete



SIDEWALK RAILROAD CROSSINGS – FRYELANDS BOULEVARD & 179TH AVENUE SE

Background

In 2015 the City received a \$244,500 grant from the Community Development Block Grant (CDBG) program of Snohomish County. The purpose of this project is to provide safe pedestrian pathways across the existing railroad tracks at both the Fryelands Boulevard and 179th Avenue SE street crossing locations.

Estimated Project Cost: \$291,500

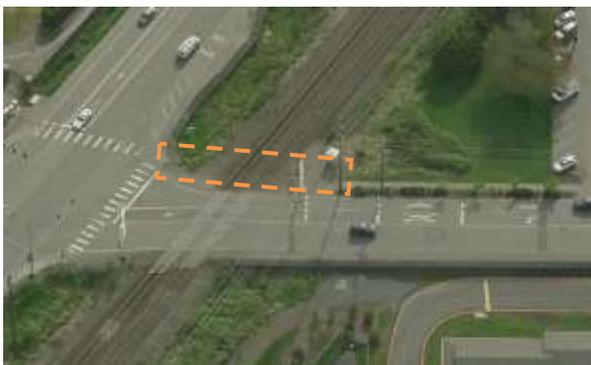
Construction Target: Summer 2016

Update

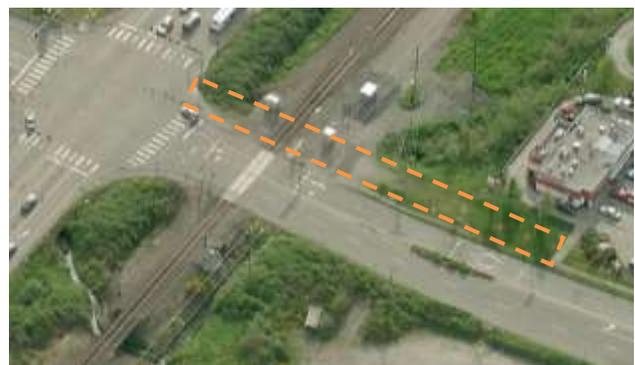
A topographic survey was completed for both crossing locations. Engineering staff are coordinating plans with Burlington Northern Santa Fe (BNSF) for a wider access easement over the railroad tracks. The progress of design and eventual construction is heavily dependent on BNSF and the Utility Transportation Commission (UTC). With that understanding, we anticipate the design efforts to begin in the Fall of this year and have project documents complete and ready for contractor bid advertisement in 2017.

Timeline

January 2015	Grant Awarded
August 2016	Design
Winter 2016/17	Design completed
Spring 2017	Project advertised to contractors
Spring 2017	Construction begins
Summer 2017	Construction complete



179th Avenue SE



Fryelands Boulevard

COLUMBIA AND ELIZABETH WATERMAIN

Background

The water mains under Columbia Street and Elizabeth Street are aging and will be replaced with new ductile iron pipe this Spring. The water replacement work is scheduled to be completed by July. Later this summer the streets' surfaces will be milled and overlaid with new asphalt and striping.

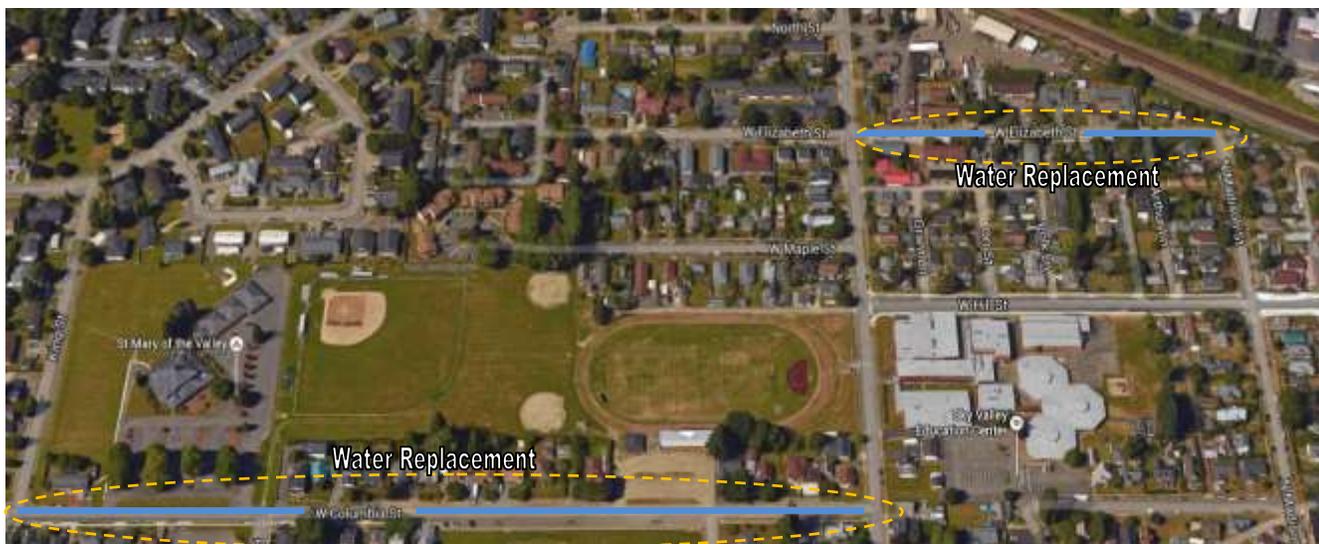
Update

Construction is underway! Beginning on W. Columbia Street, Oceanside (the contractor) will replace the aging water main under the road, after which Oceanside will relocate to Elizabeth Street and upgrade that water main.

The City has partnered with the 2016 Snohomish County Asphalt Overlay Program. As part of that program, a paving contractor will overlay these two streets with fresh asphalt later this summer.

Timeline

Fall 2015	Design
February 2016	Design completed
February 2016	Project advertised to contractors
March 2016	Construction begins
July 2016	Water construction ends
August 2016	Asphalt overlay



RIVMONT WATERMAIN

Background

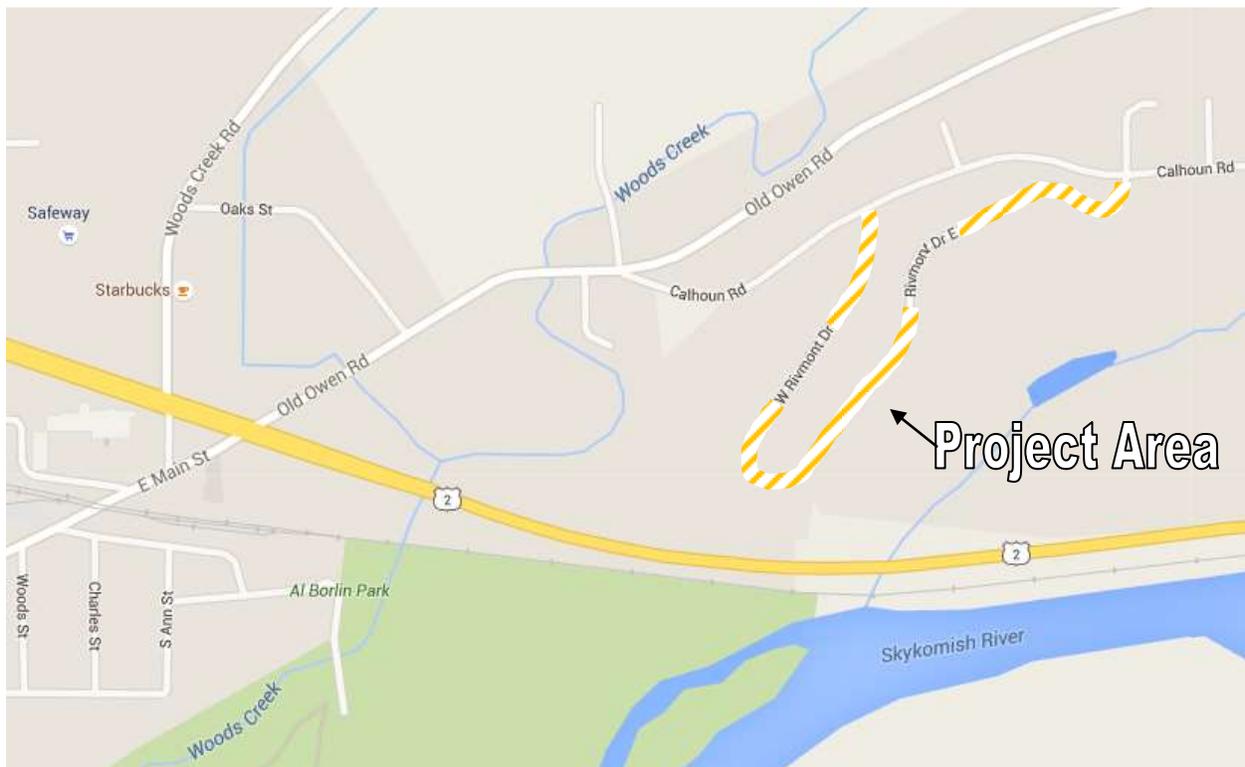
The road surface condition of Rivmont Street is substandard, and the existing water main is aging. The City will replace the water main this spring with new ductile iron piping, as well as rehabilitate the road surface with new asphalt and road base.

Update

This project is out for contractor bids. Received bids are scheduled to be opened on April 14th.

Timeline

January 2016	Design
March 2016	Design completed
March 2016	Project advertised to contractors
May 2016	Construction begins
July 2016	Water construction ends
August 2016	Road Construction ends



FAIRFIELD PARK ENTRANCE

Background

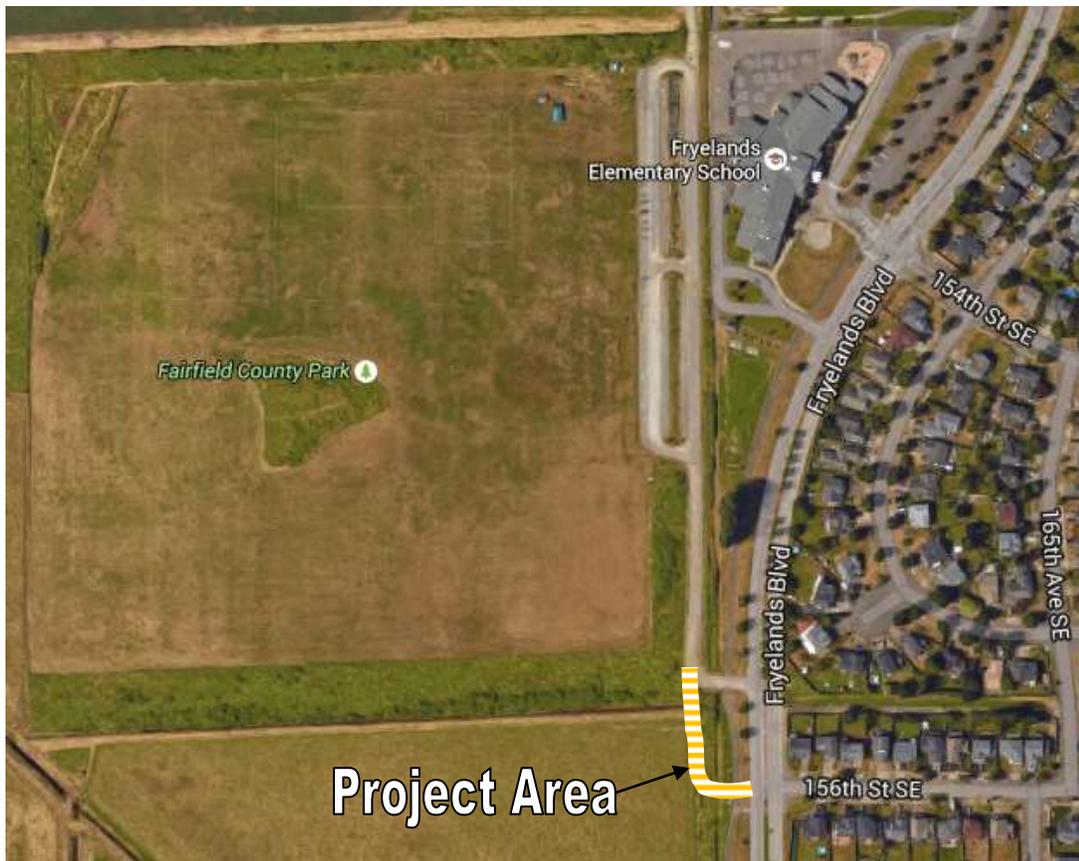
The existing entrance into Snohomish County's Fairfield Park is difficult to access for vehicles travelling north on Fryelands Boulevard. This project represents a coordinated effort with Snohomish County Parks to realign the entrance to the south and across from 156th Street SE. The City will construct the new entrance from Fryelands Boulevard to the City Limits, and the County will extend the park's access road to connect to the new location.

Update

City engineering staff are working on the driveway design, coordinating the efforts with the consultant biologist and Snohomish County Parks.

Timeline

Spring 2016	Design
May 2016	Design completed
May 2016	Coordination with County
Summer 2016	Construction begins
Summer 2016	Construction ends



POWELL STREET SEWER

Background

The City of Monroe desires to decommission an existing aged water main and sewer main from an old, abandoned alley easement. This project location is in the middle of the block bordered by Park Street (east), S. Kelsey Street (west), Powell Street (north), and Terrace Street (south). Some existing structures are very close to these utilities, presenting risk should the utilities fail. The project scope includes constructing new sewer and water mains in public streets, and redirecting the affected residential utility connections to these new mains. Powell Street, between S. Kelsey Street and Park Street, will receive a new asphalt overlay once the utility work is complete.

Update

RH2 Engineering, Inc. has been selected to prepare project construction documents (plans and specifications), lead public outreach efforts for stakeholder awareness and design input, and assist the City with project's contractor bidding phase. The project is in the initial design phase, and city staff recently conducted a site walkthrough with RH2.

Timeline

Spring 2016	Design
May 2016	June completed
June 2016	Advertise for Bids
August 2016	Construction begins
October 2016	Construction ends



2016 STREET PRESERVATION PROGRAM

Background

The City has established a Transportation Benefit District (TBD) to help maintain existing streets. Maintenance efforts include practices such as overlaying with new asphalt, adding new aggregate to the road surface (chip sealing), replacing lost binder oils on the surface (fog seal), and filling in cracks with elastomeric material (crack sealing).

The City has a program that determines best use of TBD funds to maximize maintenance efforts toward our citywide street system. Additionally, the asphalt overlays will be combined with Snohomish County's annual overlay program for efficiency and competitive pricing opportunities. Other treatments may be coordinated with Snohomish County, other local agencies, or pursued as a capital project using contractor bids to perform the work.

For overlays and chip sealing applications, existing sidewalk ramps adjacent to the project area will be reviewed and reconstructed as necessary to be compliant with current ADA standards.

All treatments are anticipated to occur during the dry summer months.

2016 Street List

The following streets are targeted for preservation efforts in 2016. Staff are coordinating with Snohomish County to utilize the county-wide overlay program for competitive bid pricing, as well as analyzing pedestrian crossings within the overlay projects for ADA compliance.

<u>Street</u>	<u>Limits</u>	<u>Application</u>
152 nd St SE	Fryelands Blvd to 167 th Ave SE	Fog Seal
173 rd Ave SE	South end to 156 th St SE	Fog Seal
Ferry St	Main St to Hill St	Fog Seal
Mountain View Rd SE	171 st Ave SE to End	Fog Seal
Sawyer St	Van Ave SE to 171 st Ave SE	Fog Seal
Sykes Drive	Sawyer St to End	Fog Seal
Tatty Ave	South End to 160 th St SE	Fog Seal
Van Ave SE	168 th Dr SE to North End	Fog Seal
Wales St SE	Fryelands Blvd to Cambridge St	Fog Seal
197 th Ave SE	143 rd St SE to Chain Lake Rd	Chip Seal
143 rd St SE	West End to East End	Chip Seal
Ann St	Fremont St to Railroad Ave	Chip Seal
Madison St	Powell St to Main St	Chip Seal
Woods Creek Road	Oaks St to City Limits	Chip Seal
181 st Ave SE	150 th St SE to 149 th St SE	Overlay
Columbia St	182 nd Ave to Kelsey St	Overlay
Powell St	Park St to Kelsey St	Overlay
173 rd Ave SE	Main St to End	Overlay
Fryelands Boulevard	152 nd St to 154 th ST (south lanes)	Overlay
Chain Lake Road	Roundabout to Rainier View Rd	Overlay
Rivmont Dr	West End to East End	Reconstruct

GRANTS

The City actively pursues other sources of project funding through grants. Grants sources include State and Federal resources and help defray the cost of maintaining and improving the City of Monroe's infrastructure. The following is a summary of grant activity that Public Works staff are involved in.

<u>Grants Received:</u>	<u>Grant Amount</u>	<u>Description</u>
Main St. Gateway Entrance	\$246,000	Design round-a-bout for Gateway Entrance
Tjerne Place Extension	\$3,151,000	Extend Tjerne Place to Woods Creek Road
Main Street Sidewalk St	\$368,638	Add sidewalk along the south side of Main St
179 th Ave SE Sidewalks SE	\$372,251	Add sidewalk to the west side of 179 th Ave SE
Woods Cr. Trail Phase I network	\$1,718,000	Build trail from downtown to Farm trail
Sidewalk Railroad Crossings	\$244,500	Fryelands Blvd & 179 th Ave SE sidewalks
Asphalt Overlays	\$401,000	Portion of Fryelands (Main to 152 nd) and Chain Lake Road (Rainier to Brown)

Citizen Input for Grant Opportunities

The City of Monroe requested via Facebook and the Monroe Monitor suggestions from the community on where sidewalks or other pedestrian or bicycle improvements are desired. The following table shows the responses and current plans. The City is also in the process of applying for a grant to add sidewalk along 154th Street (east of 179th Ave SE), 182nd Ave SE and W. Columbia Street to effectively create a continuous sidewalk network from the 179th Ave/154th St intersection to Dickenson Road. Two more sidewalk grant application will target missing sidewalk segments along Dennis Way and Currie Road.

Sidewalk Survey Tabulation

Public Suggestion	Related City Activity
Add sidewalk along Woods Creek Road, from the new Tjerne Street to Salem Woods Elementary School	CIP project begins next month to install sidewalk from Tjerne Street to the trail coming from Country Crescent Boulevard. The majority of the remaining requested sidewalk falls outside of city limits. Lighting is not part of this project.
Sidewalks and lighting all the way from the new Tjerne Place Extension up Woods Creek Rd to Country Crescent	
Request that the City of Monroe seek grant monies to put a sidewalk down 179th Ave SE. The grant dollars for the Safe Routes to School Program could be used for access from Park Place Middle School down to the hospital (Main St to approximately 149th St SE).	CIP project begins this summer to construct sidewalk along the west side of 179th Avenue SE, from the existing sidewalk end near Main Street to the 157th Place SE intersection (approximately three blocks). Funded by a CDBG grant. City seeks funding to continue sidewalk installation along 179th Avenue SE.
Full sidewalk the entire length of 179th from Hwy 2 to Main Street. This would make it safer for the children walking to Park Place Middle.	
Sidewalks the entire length of 179th from Main to US 2	
Request you add a sidewalk from highway 2 and Fryelands through to YMCA on the side of McDonald's.	City actively working with BNSF Railroad to design & construct sidewalk at this location. Expected construction in 2017. Project is funded by a CDBG grant.
Sidewalk along Chain Lake Rd. extended further north	City recently received a federal grant from PSRC to design the extension of the Chain Lake Road sidewalk from Country Crescent Boulevard to Brown Road. Construction funding will need to be secured at a later date.
Fix drainage along S. Lewis (puddles on sidewalks)	No action planned.
Install Sidewalk along Powell Street	No action planned.
A pedestrian overpass across Fryelands Blvd	No action planned.
A crosswalk on W. Columbia Street between Frank Wagner and the Football Field parking lot, and/or pouring cement for a sidewalk on the other side of W. Columbia Street.	No action planned.
A sign at the bottom of Calhoun that suggests to bikers and walkers it is a better choice to go on Calhoun instead if Old Owen.	No action planned.
Corner of 171st and 155th St SE	No action planned.

**PUBLIC WORKS DEPARTMENT
OPERATIONS & MAINTENANCE**

2016 O&M DIVISION SMALL PROJECT UPDATE

Background

The maintenance work that City staff completes annually includes small improvement projects such as replacing a section of obsolescent water main, updating street lighting, refurbishing a failed drainage infiltration system, or improving ADA access ramps at an intersection. These projects are minor enough in scope and budget to make it more cost effective to complete the work with in-house labor due to the reduction in required administrative overhead and outside contractor cost mark ups.

Update:

Listed below is an update for the small project schedule for late 2015 and 2016.

- **SR2 - Street light LED repair and retro-fit Phase I – Winter, 2015-2016**
Completion will increase pedestrian and motorist safety on SR2 within the City's service area. **100% complete, January 6, 2015.**
- **Lords Lake bio-swale inlet re-establishment – Summer, 2016**
Re-establish function of Lords Lake inlet bio-swale by removing silt and replanting vegetation. **10% complete, SEPA application has been completed, grading permit is in review.**
- **Asphalt patching in advance of TBD projects – Spring/Summer, 2016**
Repair areas of roads to be resurfaced prior to work by contractors. Repair work funded by TBD. **10% complete, Repair areas have been marked in the field. Proper treatments have been determined for marked areas. Field work will start the week of April 1, 2016.**
- **Vegetative Buffer Rehabilitation Phase II – Summer, 2016**
Completion will eliminate the final section of the unnecessary soil berm and associated hazard trees along the trail. In lieu of a raised soil berm, a vegetative berm will be re-established at grade using coniferous and deciduous tree species that are sized appropriately for the site. **15% complete, SEPA determination to be issued shortly, grading permit application has been updated and is in review.**
- **Automated Metering Infrastructure (AMI) – 2016**
Completion of AMI installation will include replacement of 6000 customer water/sewer meters, customer information interactive web access and instantaneous meter read capability. **20% complete, Ferguson Waterworks and the City have agreed on a schedule for the project. Electrical service has been installed for reading collection base stations at the WWTP and North Hill Water Reservoir. Collection base stations are expected to ship to Monroe this week.**
- **Spring Hill pump station – 2016**
The area surrounding the Spring Hill reservoir does not have water service pressure that meets the minimum standards as established by Washington State Dept. of Health. The pump station will up service pressures to acceptable levels for all customers served in the pressure zone. **15% complete, Plans and specifications have been finalized.**
- **AC water main replacement 154th ST SE and 182nd AVE SE – Fall, 2016**
Replace approximately 300 lineal feet of obsolescent 8" AC water main with new ductile iron pipe.

- **Sewer System Cleaning Program – Winter 2015/2016**
High pressure water jetting of dead end sewer mains City wide. 100% complete, January 2016.
- **Water System Dead End Flushing Program – 2016**
Complete flushing of all system dead ends to maintain water consistent with the applicable EPA and DOH standards. 100% complete, March 2016.



MONROE THIS WEEK

Edition 14 April 8, 2016

Mayor

Geoffrey Thomas
gthomas@monroewa.gov

Councilmembers

Patsy Cudaback
Kevin Hanford
Ed Davis
Jason Gamble
Jim Kamp
Jeff Rasmussen
Kirk Scarboro
councilmembers@monroewa.gov

City Hall

806 West Main Street
Monroe, WA 98272
Phone: 360.794.7400
Open 8AM – 5PM, M-F

Appointment Openings

No Openings At This Time

Job Openings

Maintenance Person II
Public Works Maint. Worker II
Senior Engineer – Development Review
Senior Planner
Seasonal Parks
Seasonal Wastewater Treatment Plant Operator

Events this Week

04/12 *Monroe Chamber of Commerce Lunch, The Rock Church, 16891 146th St SE, 11:30AM – 1PM*

City Council Legislative Affairs Committee Meeting, City Hall, Permit Center, 6PM

City Council Meeting, Council Chambers, City Hall, 7PM

From the Office of Mayor Thomas

To highlight some of the things going on in our community, I am writing this weekly city update, “Monroe This Week. If you have any suggestions or questions regarding “Monroe This Week” or the stories below, please contact me at GThomas@MonroeWa.gov.

Yours in Service,

Mayor Geoffrey Thomas

Be In The Know!

East Monroe

On April 1, 2016, the Growth Management Hearings Board issued a decision regarding the East Monroe Rezone. The Board’s decision invalidated the “General Commercial” designation for the property. At the April 5, 2016, City Council meeting, Council directed city staff to bring forward a resolution for Council’s consideration to essentially accept the Board’s decision which removed the “General Commercial” designation. The resolution will be on Council’s April 12, 2016, meeting for their consideration.

Got Drugs?

The Monroe Police Department accepts unused, unwanted and expired prescription drugs which may pose a risk to you, your family, and your community. Improper disposal may lead to illegal use or contamination of our waters. For proper disposal, bring your unwanted medicines to the Monroe Police Department at: 818 West Main Street, Monday – Friday 8 am – 5 pm.

Lake Tye Skate Park

On April 7, 2016, Monroe City Councilmembers, Senator Pearson, skate park concept design volunteers, Todd Yingling and Aris Williams, and I had a groundbreaking ceremony at Lake Tye Park for the new Lake Tye Skate Park.

**City of Monroe
Year-to-Date Comparisons**

The following are year-to-date comparisons

Sales Tax Revenues

'15 to 3/31/15: \$973,181

'16 to 3/31/16: \$1,100,427

UP \$127,246 or 13.08%

Real Estate Excise Tax

'15 to 3/31/15: \$159,109

'16 to 3/31/16: \$205,780

UP \$46,671 or 29.33%

Lodging Tax Revenues

'15 to 3/31/15: \$10,441

'16 to 3/31/16: \$13,813

UP \$3,371 or 32.29%

Business License Fees

'15 to 3/31/15: \$13,344

'16 to 3/31/16: \$14,221

UP \$877 or 6.57%

Building Permit Revenues

'15 to 3/31/15: \$82,947

'16 to 3/31/16: \$85,216

UP \$2,269 or 2.74%

Planning Fee Revenues

'15 to 3/31/15: \$9,090

'16 to 3/31/16: 7,625

DOWN \$1,465 or -16.12%

New House Permits

'15 to 3/31/15: 21

'16 to 3/31/16: 19

DOWN 2 units or 9.5%

Multi-Family Permits (# units)

'15 to 3/31/15: 13

'16 to 3/31/16: 4

DOWN 9 units or 69.2%

Building Division Inspections

'15 to 3/31/15: 398

'16 to 3/31/16: 420

UP 22 or 5.5%

(Skate park continued)

Our community is ecstatic to have this new facility built. We thank all those who were part of the design effort and who contributed to funding, including the State of Washington's Recreation Conservation Office. We look forward to its construction being completed in July 2016. Stay tuned!

Career Day at Hidden River Middle School

I had an awesome time meeting Hidden River Middle School students at Career Day on April 7, 2016. I presented an overview of what the City Mayor does in Monroe and answered a number of questions, including questions about SR-522, Tjerne Place SE extension, the old Albertsons/Haggen building, city parks, and city government in general.

Opening Day at the Speedway

April 2, 2016, was Opening Day at the Evergreen Speedway! The Speedway has called Monroe home for 62 years! Over the racing season, Monroe will host drivers and race fans from Monroe to Canada to participate in and watch the races. For more information about the Speedway and event schedules, check out: <http://www.evergreenspeedway.com/>.

Council Updates!

Downtown Parking

At the April 5, 2016, City Council meeting, I presented concerns to Council about downtown employee parking. Council did not provide direction to me and staff to change the downtown parking limitations to provide areas for downtown employee parking. If you would like downtown parking limitations modified, such as to provide for downtown employee parking, please contact our Councilmembers at CouncilMembers@MonroeWA.gov

Fireworks

At the April 5, 2016, City Council meeting, the City Council gave direction to me and City staff to bring back revisions to the Monroe Municipal fireworks code. Those revisions would reduce the days fireworks stands can be open in Monroe from June 28th – July 4th to be July 1st to July 4th each year. The requested revisions would not change existing laws that allow people to discharge fireworks.