



City of Bothell™

BOTHELL CITY COUNCIL

*****VIRTUAL MEETING*****

AGENDA

July 21, 2020

6:00 PM – Regular Meeting

BOTHELL CITY HALL

18415 101st AVE NE

BOTHELL, WA

98011

Public Notice: Pursuant to Governor Inslee’s Stay Home, Stay Healthy Proclamation 20-25 and the extension of Proclamation 20-28 regarding Open Public Meetings until August 1, 2020, and in an effort to curtail the spread of the COVID-19 virus, this City Council meeting will be conducted remotely. We encourage members of the public to participate in the meeting as described in more detail below.

To attend the meeting:

- [Watch the meeting LIVE](#) online
- Watch the meeting live on BCTV Cable Access Channels 21/26 (must have Frontier/Comcast Cable)
- Listen to the meeting live by phone: +1-510-338-9438 USA Toll / Access code: 126-905-1865
- Council meetings are also recorded and available the next day on the [City of Bothell YouTube Channel](#).

To provide written or verbal comments:

- [Sign-up HERE](#) to give your comment (submissions must be received by 3PM, day of meeting).

**MEMBERS OF THE CITY
COUNCIL**

Mayor Liam Olsen

Deputy Mayor Jeanne Zornes

Councilmember Davina Duerr

Councilmember James McNeal

Councilmember Tom Agnew

Councilmember Rosemary McAuliffe

Councilmember Mason Thompson

REGULAR SESSION – 6:00 PM

Call to order and Roll Call

1. Meeting Agenda Approval

During this item, the City Council may identify agenda items to be continued, withdrawn, or added.

2. Presentations, Reports, & Briefings

- Pgs. 5-6
- A. Public Engagement Opportunities
 - B. Proclamations
 - Proclamation Publicly Denouncing “Ordinance #1”
 - C. Special Presentations
 - None at this time.
 - D. Staff Briefings
 - None at this time.
 - E. City Manager Reports
 - None at this time.
 - F. Council Committee Reports

3. Visitor Comment

If you wish to comment (either in writing or verbally) please [submit a form HERE](#) prior to 3PM (day of meeting). Verbal comments will be limited to 3 minutes. All comments will be made part of the record.

4. Consent Agenda

- Pgs. 7-8
- A. AB #20-092 – Approval of June 2020 Vouchers
Recommended Action: Approve vouchers for June 2020 \$4,883,089.95
- Pgs. 9-22
- B. AB #20-093 – Approval of 2019-2022 Microsoft Software Volume Licensing Renewal and Authorization for Payment of 2019-2020 Costs.
Recommended Action: Approve the 2019-2022 Microsoft Software Volume Licensing Renewal and Authorize Payment of 2019-2020 costs of \$146,029.86.
- Pgs. 23-32
- C. AB #20-094 – Approval of Contract Supplement No. 2 with Parametrix Inc. for Construction Management Services
Recommended Action: Approve Contract Supplement No. 2 with Parametrix for construction management support services in the amount of \$50,000.
- Pgs. 33-68
- D. AB #20-095 – Approval of Amendment 04 to Interlocal Agreement No. 12-110, for the North Sound Metro Special Weapons and Tactics (SWAT)/Crisis Negotiating Team (CNT) and Authorization to Contribute to the Purchase of a Replacement SWAT Response Vehicle.
Recommended Action: Approve the amendment to ILA 12-110 with SWAT/CNT participating cities and approve payment of Bothell’s percentage of the cost to purchase a replacement vehicle in the amount of \$28,785,73.
- Pgs. 69-90
- E. AB # 20-096 - Approval of an Interlocal Agreement with Washington State Department of Commerce to receive State-Shared CARES Act Funding for COVID-19 Related Expenses
Recommended Action: Authorize the City Manager to execute the Interlocal

Agreement with the Department of Commerce to request reimbursement from CARES Act funds.

- Pgs. 91-102 F. AB #20-097 – Approve Amendment No. 1 to Extend the Interlocal Agreement for Deputy Fire Chief Services to King County Fire Protection District No. 16 (Northshore Fire Department) through September 30, 2020
Recommended Action: Approve the City Manager to execute an Amendment No. 1 to the Interlocal Agreement for Deputy Fire Chief Services between King County Fire Protection District No. 16 and the City of Bothell in substantially the same form as presented.

5. Public Hearings

Please email written comments to CityClerk@bothellwa.gov. Written comments will be acknowledged during the meeting and made part of the record. Individuals wishing to comment live during the meeting must submit a form [here](#) prior to 3PM (day of meeting). Verbal comments will be limited to 3 minutes.

- Pgs. 103-132 A. AB #20-098 – Public Hearing and Consideration of Proposed Amendments to Title 22 Landmark Preservation Code.
Recommended Action: Adopt the Proposed Ordinance amending Title 22 of the Bothell Municipal Code regarding landmark preservation.

- Pgs. 133-176 B. AB #20-099 – Public Hearing and Consideration of an Ordinance Amending Sections of the Downtown Subarea Regulations Providing for Historic Preservation
Recommended Action: Approve the proposed Ordinance, as recommended by the Planning Commission, Amending Sections of the Downtown Subarea Regulations Providing for Historic Preservation.

6. Ordinances & Resolutions

- None at this time.

7. Contracts and Agreements

- None at this time.

8. Other Items

- Pgs. 177-180 A. AB #20-100 – Consideration of Council’s 2021-2022 Biennium Priorities for Development of 2021-2022 Biennial Budget
Recommended Action: Provide policy direction to the City Manager on program and service priorities and revenue enhancements, if any are desired.

9. Study Session/Update/Discussion Items

- None at this time.

10. Council Conversations

During this item, Council members have the opportunity to informally discuss topics of city interest.

11. Executive Session/Closed Session

- None at this time.

12. Adjourn

CERTIFICATE

I hereby certify that the above agenda was posted on July 16, 2020 by 6:00 P.M., on the official website and bulletin board at Bothell City Hall, 18415 101st Avenue NE, Bothell, WA, 98011, in accordance with RCW 42.30.077, at least 24 hours in advance of the published start time of the meeting.

Laura Hathaway, City Clerk

SPECIAL ACCOMODATIONS: The City of Bothell strives to provide accessible meetings for people with disabilities. If special accommodations are required, please contact the ADA Coordinator at (425) 806-6151 at least one day prior to the meeting.

Copies of agenda bills and attachments listed in this agenda may be obtained from the City Clerk's Office the Friday before the meeting.

Bothell City Council meetings are aired live on Bothell Community Television (BCTV) Channel 21/26 (Comcast/Frontier) (available to Comcast and Frontier Cable customers within Bothell City limits). Meetings are generally replayed according to the following schedule (subject to change): Wednesday following the meeting at 10 a.m.; Friday, Saturday and Sunday following the meeting at 10 a.m. and 7 p.m. City Council and Planning Commission meetings and the BCTV schedule are viewable online at www.bothellwa.gov

PROCLAMATION

Publicly Denouncing “Ordinance #1”

WHEREAS, Bothell City Council is proud of its history and is committed to commemorating its past through the preservation of public documents, buildings, artifacts, and art; and

WHEREAS, Bothell City Council has affirmed its commitment to creating a community that is inclusive and welcoming to all, especially to communities that have been historically marginalized; and

WHEREAS, Bothell City Council believes our community can celebrate aspects of our history while actively unlearning and undoing racism; and

WHEREAS, Part of our commitment to undoing systems of racism is confronting and publicly denouncing past harms and ensuring that words and displays used in future public documents, buildings, artifacts, and art support our commitment to creating a community that is inclusive and welcoming to all; and

WHEREAS, “Ordinance #1”, said to be written on August 4, 1889 by Mayor George Bothell, which prohibits any ape, or person representing themselves as an ape, from appearing in the streets of Bothell; and

WHEREAS, employees of the City and members of the Diversity and Inclusion Committee have brought “Ordinance 1” to our attention and shared that they find it offensive; and

WHEREAS, The Bothell City Council understands that caricatures of apes have historically been used to discriminate against Black Americans and the Bothell City Council does not condone racial overtones of any kind, historical or current;

NOW, THEREFORE, I, Liam Olsen, Mayor of the City of Bothell, do hereby publicly denounce “Ordinance #1” as a tool for maintaining systemic racism of Black Americans, and support all efforts to mitigate past and all future use of it as an instrument for perpetuating racism in Bothell.

Signed this 21st day of July, 2020.

Liam Olsen, Mayor

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City of Bothell™

TO: Mayor Olsen and Members of the Bothell City Council

FROM: Chris Bothwell, Finance Director
Maureen Schols, Deputy Finance Director (Presenter)

DATE: July 21, 2020

SUBJECT: Approve June 2020 Vouchers

POLICY CONSIDERATION: This item asks the City Council to consider approval of vouchers for the period of June 1-30, 2020 totaling \$4,883,089.95 that were approved and paid for by the City Auditor.

- ✓ Check transactions #213345-213673
- ✓ Wire transactions #475, 476, 481 & 716

HISTORY:	DATE	ACTION
	JUNE 5, 2000	Ordinance 1810 appointed Finance Director/City Treasurer as City Auditor

In accordance with state statues, vouchers approved by the City Auditor are required to be ratified by the City Council and notated in the minutes.

DISCUSSION: None.

FISCAL IMPACTS: Expenditure funding included in the Adopted 2019-2020 Budget.

ATTACHMENTS: Att-1. June 2020 Voucher Listing.
(For Council distribution only. Voucher listings are available for review in the Finance Department.)

RECOMMENDED ACTION: Approve vouchers for June 2020 \$4,883,089.95

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City of Bothell™

TO: Mayor Olsen and Members of the Bothell City Council

FROM: Joe Sherman, Information Services Director

DATE: July 21, 2020

SUBJECT: Approval of 2019-2022 Microsoft Software Volume Licensing Renewal and Authorization for Payment of 2019-2020 Costs.

POLICY CONSIDERATION: For consideration, this item requests the approval of a new, three-year Microsoft Volume Licensing Agreement, and authorization for payment of the 2019-2020 licensing costs to continue using Microsoft products as the foundation of the City’s technology.

HISTORY:	DATE	ACTION
	2017	City Council approved 2016-2019 Volume Licensing Agreement and authorized payment of 2016-2017 annual renewal / true-up licensing costs in the amount of \$117,061.63.
	2018	City Council authorized payment of 2017-2018 annual renewal / true-up licensing costs in the amount of \$134,918.41.
	2019	City Council authorized payment of 2018-2019 annual renewal / true-up licensing costs in the amount of \$130,235.80.

DISCUSSION: The annual licensing renewal includes licensing for Windows and the Office suite on the City’s 423 computers, laptops, and tablets. It also covers licensing for network management software, server connection licenses, Office 365 (email), and OneDrive. The products covered under this agreement’s annual costs are foundational to the City’s technology.

Every three years, the City enters into a software licensing agreement with Microsoft with prices negotiated under an existing Washington State contract. Microsoft does not directly negotiate with local Cities. This Microsoft Volume Licensing Agreement permits flexibility in that the City can install these products as needed and ‘true-up’ the costs at the end of each calendar year to calculate the annual licensing costs. Each year, the City pays licensing fees on software already in use and true-up costs on any software added during the year.

At this time, Council is being asked to approve both the three-year 2019-2022 Microsoft Volume Licensing Agreement and the first-year cost of that agreement in the amount of \$146,029.86, including Washington State Sales Tax.

FISCAL IMPACTS: | The item is included in the Adopted 2019-2020 Budget.

Microsoft costs increased \$15,794.06 over last year, based on license cost adjustments.

ATTACHMENTS: | Att-1. 2019-2022 Microsoft Software Volume Licensing Agreement
Att-2. 2019-2020 Annual Renewal Quote

RECOMMENDED ACTION: | Approve the 2019-2022 Microsoft Software Volume Licensing Renewal and Authorize Payment of 2019-2020 costs of \$146,029.86.



Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

Framework ID
(if applicable)

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Previous Enrollment number
(Reseller to complete)

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate’s license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

- to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
 - d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

FOR REVIEW

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate Only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)*

Contact name* First Last

Contact email address*

Street address*

City*

State*

Postal code*

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online

access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last

Contact email address*

Street address*

City*

State*

Postal code*

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last

Contact email address*

Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

indicates required fields

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* PCM, Inc.

Street address (PO boxes will not be accepted)* 1940 E. Mariposa Ave.

City* El Segundo

State* CA

Postal code* 90245-3457

Country* United States

Contact name* Microsoft ,Info

Phone* (310)630-6606

Contact email address* microsoftinfo@pcm.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____

Printed name*

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.



Quotation: U06202029K
Date: June 30, 2020
Enrollment: City of Bothell
Contract: ADSPO16-138244/06016
Program: Enterprise Agreement
Year 1 YR 1 of 3

Part Number	Item Name	Quantity	Unit Price	Extended Price
SKU	Description			
269-12442	OfficeProPlus ALNG SA MVL Pltfrm	423	\$ 95.72	\$ 40,489.56
AAA-12417	CoreCALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr	440	\$ 15.79	\$ 6,947.60
KV3-00353	WINENTperDVC ALNG SA MVL Pltfrm	423	\$ 42.47	\$ 17,964.81
AAA-12415	CoreCALBridgeO365 ALNG SubsVL MVL Pltfrm PerUsr	30	\$ 18.85	\$ 565.50
SKU	Description			
U4S-00002	O365GovE1 ShrdSvr ALNG SubsVL MVL PerUsr	470	\$ 78.09	\$ 36,702.30
4ES-00001	ExchgOnlnArchGov ShrdSvr ALNG SubsVL MVL PerUsr	470	\$ 25.95	\$ 12,196.50
359-00792	SQLCAL ALNG SA MVL DvcCAL	423	\$ 34.39	\$ 14,546.97
M9T-00002	O365ExtraFileStorageG Next ShrdSvr ALNG SubsVL MVL PerUsr	1300	\$ 2.20	\$ 2,860.00
Annual Total:				\$ 132,273.24
Local Tax				\$5,158.86
State Tax				\$8,597.76
Total				\$146,029.86

<http://www.insight.com/azureterms>

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City of Bothell™

TO: Mayor Olsen and Members of the Bothell City Council

FROM: Erin Leonhart, Public Works Director
Jason Torrie, Supervising Capital Engineer, Public Works

DATE: July 21, 2020

SUBJECT: Approval of Contract Supplement No. 2 with Parametrix Inc. for Construction Management Services

POLICY CONSIDERATION: The City Council previously provided policy direction on this matter. If this item is approved, staff is implementing the direction given by the City Council.

HISTORY:

DATE	ACTION
NOVEMBER 27, 2018	City Council approved the 2019-2020 Biennial Budget
APRIL 16, 2019	City Council approved Parametrix on-call contract
DECEMBER 3, 2019	City Council approved Parametrix Supplement 1

On April 16, 2019, the City Council approved a professional services agreement with Parametrix Inc., in the amount of \$400,000, for on-call construction management support services. On December 3, 2019, City Council approved a supplemental agreement for an additional \$100,000, bringing the total amount to \$500,000.

DISCUSSION:

The Capital Division Manager regularly assesses workload levels with the goal of utilizing staff to manage projects and consultants for engineering and administrative support services. This effort balances the variability in workload rather than hiring and laying off staff. Utilizing consultants for peaks also reduces needs for additional facilities, supervisors, and internal services.

Based on the remaining projected workload in 2020, it is anticipated that City staff levels will not be sufficient to provide adequate construction management oversight, particularly in the areas of administrative and inspection duties. Furthermore, material testing is not an in-house capability at this time.

To date, eight task orders have been issued for Public Works construction projects including Pavement Overlays, Pavement Crack Seal, North Creek Trail 3 wetland monitoring, 7th- 88th Sidewalk, 188th Sidewalk, and Pedestrian Bridge at the Park at

City Council
Agenda Bill
AB # 20-094

Bothell Landing totaling \$500,000 in contract expenditures. Additional consultant effort will be needed to complete the anticipated workload for 2020, including the new Pedestrian Bridge in the Park at Bothell Landing.

FISCAL IMPACTS: This item is included in the Adopted 2019-2020 Budget as part of the budgets for each of the following projects: NE 188th St Non-Motorized Improvements, 7th-88th Non-Motorized Improvements, Pedestrian Bridge at Park at Bothell Landing, Pavement Preservation Program, and North Creek Trail 3. It is anticipated that most of this supplement effort will be absorbed by the Pedestrian Bridge project at the Park at Bothell Landing.

ATTACHMENTS: Att-1. PSA-Supplement 2 with Parametrix including Scope and Fee

RECOMMENDED ACTION: Approve Contract Supplement No. 2 with Parametrix for construction management support services in the amount of \$50,000.

**CITY OF BOTHELL
SUPPLEMENTAL AGREEMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF BOTHELL
AND
Parametrix, Inc.**

CONTRACT NO. 1763-2

1. Parties

This Supplemental Agreement No. 2 for Professional Services (“Supplemental Agreement”) is entered into as of the Effective Date specified below, and supplements that certain Professional Services Agreement, Contract No. 1763, dated 4/23/19, and the exhibits thereto (“Original Agreement”), between the City of Bothell, a Washington municipal corporation having its principal place of business at 18415 101st Avenue N.E., Bothell, Washington 98011 (“City”), and Parametrix, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 719 2nd Avenue, Suite 200, Seattle, WA 98104 (“Consultant”).

2. Recitals

2.1 Consultant has provided professional services to City under the Original Agreement related to the **On-Call Construction Management Services**

2.2 City desires to modify, delete, and/or add services and/or desires to change the contract amount set forth in the Original Agreement and any prior supplemental agreements.

2.3 Consultant agrees to perform the services specified herein in accordance with the terms and conditions of this Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises set forth herein, it is agreed by and between the parties as follows:

3. Modifications, Deletions or Additions to Original Terms and Conditions.

3.1 Supplemental Services. In addition to performing the services described in the Original Agreement and any supplemental agreements thereto, Consultant shall perform the services described in the Supplemental Scope of Services/Scope of Work, which is attached and incorporated by this reference as **Exhibit A** (“Supplemental Services”). The Supplemental Services may modify, delete, and/or add services to those previously agreed to by the parties and/or may change the total contract amount.

3.2 Payment. City shall pay Consultant for Supplemental Services rendered based upon the Supplemental Schedule of Charges, which is attached and incorporated by this reference as **Exhibit B**. The increased amount to be paid for said Supplemental Services is \$50,000. In no

EXHIBIT A

Supplemental Scope of Services/Scope of Work

I. INTRODUCTION

The City of Bothell (City) is responsible for the construction of public works projects. This proposed contract will provide for construction management services when supplemental staff becomes necessary to maintain highest level of quality assurance on projects initiated by the City. These services include construction administration, construction inspection, environment and geotechnical inspection and reviews, and materials testing.

Such services will be authorized via a mutually negotiated Task Order similar to the form attached herein, setting forth scope, budget (to include current Indirect Cost Rate (ICR) and negotiated fee), personnel, and schedule for each Task Order.

Compensation to the Consultant for services rendered in connection with each Task Order shall be based on negotiated work-hours using established billable rates in Schedule B for the actual work performed on the Task Order. All Task Orders incorporate the terms of this AGREEMENT. The authorized total value of all Task Orders issued hereunder shall not exceed the value set forth in Section 3.2 of this AGREEMENT.

The following General Scope of Services is provided for this On-Call Agreement:

II. SCOPE OF SERVICES

Consultants will perform construction management and related services for City projects on an as needed, Task Order basis. Consultants will be required to execute a Task Order which will specify the scope of services, task schedule, and budgeted amount. Each Task Order will become a part of this Contract.

Consultants will be required to provide some or all of the following services for each Task Order.

A. Construction Administration

The Consultant shall provide, upon request, an Office Engineer to be responsible for and experienced with the following, but are not limited to:

Maintain electronic and paper project files according to WSDOT LAG Manual and City Construction Manual; prepare all meeting minutes, and distributing minutes to attendees; receive, distribute and log all Contractor submittals and correspondence; check inspector daily reports and field note records, and develop monthly pay requests; check and finalize force account sheets, including the determination of force account rates; track and assist in the approval of labor compliance requirements, including sublet requests, wage rate

interviews; and check certified payrolls in accordance with State law and the WSDOT Construction Manual; track materials submittals and approvals on Record of Materials; track material quantities for quality assurance testing; facilitate and ensure the successful outcome of project audits performed State Auditor's Office.

B. Construction Inspection

The Consultant shall provide, upon request, a Construction Inspector to be responsible for and experienced with the following, but are not limited to:

Inspects and monitors assigned public works construction, transportation and utility projects and project components; verifies conformance to applicable State and local regulations; identifies and documents deficiencies and deviations from quality and safety standards and project specifications; refers problems and disagreements in interpretation to Project Manager. Reviews plans and specifications of assigned projects to gain familiarity with the projects prior to inspection; performs field inspections and calculations to evaluate and validate the work performed; verifies quality of workmanship, quality of materials used, and conformance to plans, specifications, and applicable codes and regulations; conducts and monitors tests of work site, materials, and work products to assure quality and safety standards are met; coordinates traffic control activities as needed; enforces safety rules and regulations on all work zones and traffic control sites; completes, maintains and collects inspection records and project documentation as required.

Assists contractors with problems and concerns, and responds within scope of authority; communicates project goals and objectives; coordinates communication of project status with PWD Project Manager, City staff, contractors, and other parties. Supports the relationship between the City of Bothell and the constituent population by demonstrating courteous and cooperative behavior when interacting with clients, visitors, and City staff; enthusiastically promotes the City goals and priorities in compliance with all policies and procedures. Maintains absolute confidentiality of work-related issues, client records, and City information; performs related duties as required or assigned.

C. Environmental Mitigation / Plant Establishment Services

The Consultant shall provide, upon request, professional services to be responsible for and experienced with the following, but are not limited to:

Monitor environmental mitigation sites and landscaped areas; implement, adherence to, and enforcement of State and Federal issued permits, and public works contracts; develop monthly mitigation and plant establishment reports; assist with coordination and negotiation with State and Federal Environmental Regulatory Agencies; attend monthly plant establishment meetings, and making recommendations for the maintenance, care or replacement of plant materials.

D. Materials Testing and Geotechnical Services

The Consultant shall provide, upon request, professional services to be responsible for and experienced with the following, but are not limited to:

Geotechnical engineering assistance; review piling or wall installation procedure submittals; field observation and recording of piling installation; field review and recommendations for slope stability or retaining walls; materials testing services, including providing a testing laboratory and test reports per the requirements of the WSDOT LAG manual for the following types of testing, but may not be limited to: compaction, sieve and proctor analysis, sand equivalent; WSDOT tests for HMA, and concrete; and welds and bar reinforcement.

III. PERSONNEL AND EQUIPMENT REQUIREMENTS

Consultant shall provide the staff necessary to accomplish the services as tasked by the City; provide necessary tools, laptop or tablet, vehicles, safety apparel and other equipment best suited to accomplish the services required by the City.

City shall provide desk space, computer and City email account to office engineers as required for the development or access to City official project files, and project communication purposes.

City shall provide miscellaneous office supplies and copier; and printer to generate project documents in paper format.

IV. TYPICAL DELIVERABLES

- Inspection documentation including, but not limited to, daily diaries, field note records, quantity calculations, field verification of materials, field notes and project photos (MSOffice and paper format)
- Material field observation and test reports
- Technical reports and memorandums
- Project invoices with breakdown related to each task

A specific list of deliverables, with reporting format requirements, will accompany each Task Order if necessary.

CITY OF BOTHELL

CONSTRUCTION MANAGEMENT SERVICES REQUEST

TASK ORDER NO. / REVISION NO.	Organization and Address Attn: Matt Kastberg Parametrix, Inc. 1019 39 th Avenue SE, Suite 100 Puyallup, WA 98374 (253) 604-6600	
Original Agreement Number		
Project Number	Task Est. Start Date	Task Est. End Date
Project Title	Maximum Amount Payable for Task	

The Local Agency of **City of Bothell** requests a specific task associated with the agreement entered into with **Parametrix, Inc.** executed on _____ and identified as Agreement No. _____. All provisions in the basic agreement remain in effect except as expressly defined by this Task Order.

Section 3.1 SERVICES, is hereby supplemented as follows to define the following Task:

If you concur with this Task Order and agree to the assignment parameters stated above, please sign in the appropriate spaces below and return to the **City of Bothell** for final action.

By: Consultant Project Manager	By: City of Bothell Project Manager
_____	_____
Print Name	Print Name
_____	_____
Signature	Signature
Date: _____	Date: _____

EXHIBIT B

Supplemental Schedule of Charges

[See Attached]

Exhibit-B

Actuals Not to Exceed Table (ANTE)

Parametrix, Inc.
1019 39th Avenue NE, Suite 100
Puyallup, WA 98374

Job Classifications	Direct Labor	Overhead	Fixed Fee	All Inclusive Hourly
	NTE	181.48% NTE	28.00% NTE	Billing Rate NTE
Project Manager	73.00	132.48	20.44	225.92
Project Accountant	33.00	59.89	9.24	102.13
Publications Specialist	30.00	54.44	8.40	92.84
Sr. Project Control Specialist	45.00	81.67	12.60	139.27
Project Controls Specialist	35.00	63.52	9.80	108.32
Sr. Project Coordinator / Documentation	32.00	58.07	8.96	99.03
Project Coordinator / Documentation	27.00	49.00	7.56	83.56
Construction Manager	55.00	99.81	15.40	170.21
Sr. Resident Engineer	45.00	81.67	12.60	139.27
Resident Engineer	35.00	63.52	9.80	108.32
Sr. Inspector	50.00	90.74	14.00	154.74
Inspector III	45.00	81.67	12.60	139.27
Inspector II	40.00	72.59	11.20	123.79
Inspector I	35.00	63.52	9.80	108.32
Jr. Inspector	30.00	54.44	8.40	92.84
Sr. Cultural Resource Specialist	40.00	72.59	11.20	123.79
Cultural Resources Specialist	30.00	54.44	8.40	92.84
Sr Scientist	45.00	81.67	12.60	139.27
Scientist	35.00	63.52	9.80	108.32
Environmental Tech	30.00	54.44	8.40	92.84



City of Bothell™

TO: Mayor Olsen and Members of the Bothell City Council

FROM: Ken Seuberlich, Chief of Police

DATE: July 21, 2020

SUBJECT: Approval of Amendment 04 to Interlocal Agreement No. 12-110, for the North Sound Metro Special Weapons and Tactics (SWAT)/Crisis Negotiating Team (CNT) and Authorization to Contribute to the Purchase of a Replacement SWAT Response Vehicle.

POLICY CONSIDERATION: This item asks the City Council to consider if the City should enter into a fourth amendment to the SWAT/CNT interlocal agreement and contribute to the purchase of a replacement SWAT response vehicle. Cost is allocated among the ten participating agencies based upon population, with the City of Bothell share being \$28,785.68, and the vehicle jointly owned among the participating agencies. The ILA amendment allocates liability if the Bearcat response vehicle is used by a single city rather than for joint operations.

If the purchase is approved, it has the potential to impact Interagency SWAT Team’s effective response, when responding to situations where requested, by replacing a vehicle that has surpassed its usable lifespan.

The City Council previously provided policy direction on this Interlocal Agreement (ILA). If this item is approved, staff is implementing the direction given by the City Council.

HISTORY:	DATE	ACTION
	DECEMBER 6, 2011	Council approved ILA 12-110 for SWAT/CNT consolidated individual cities to one regional team, with joint training and response.
	MAY 21, 2013	Council approved Amendment 12-110-01 adding Mill Creek and Kirkland to the ILA
	APRIL 21, 2015	Council approved Amendment 12-110-02 adding Mukilteo to the ILA
	NOVEMBER 13, 2016	Council approved Amendment 12-110-03 adding the City of Redmond to the ILA

The SWAT/CNT Interlocal Agreement is currently between the cities of Bothell, Edmonds, Kirkland, Lake Forest Park, Lynnwood, Mill Creek, Monroe, Mukilteo, Mountlake Terrace, and Redmond.

DISCUSSION: Under the existing ILA, Section 4.7 explains that when there are unusual circumstances creating emergency expenses beyond the annual SWAT Team operational budget, including for supplies related to a SWAT operation, such expenses can be approved by the SWAT Executive Board.

Vehicle replacement at serviceable lifespan was not included in the annual SWAT Team budget (Section 4.5), but was deemed necessary by the SWAT Executive Board. A Grant was obtained by the Executive Board for \$80,000 specifically for this vehicle, and the remaining \$233,580 cost was allocated between the ILA partners based on the percentage of total population served using the same distribution as the annual SWAT Team budget. Bothell's share was therefore decreased from an anticipated \$65,000 to \$28,785.73.

The replacement of the Bearcat response vehicle is primarily for joint SWAT/CNT operations. In addition, the proposed ILA Amendment (Att. 1) authorizes a city to use the Bearcat response vehicle for an individual city's own purposes (rather than joint operations) and, for such an individual use, allocates liability to the using city and protects the other, non-using cities with indemnification.

FISCAL IMPACTS: The item will be funded through the Police Department Drug Seizure Fund. It was an unscheduled expense and therefore not included in the Adopted 2019-2020 Budget. A Budget Adjustment is required and an ordinance amending the budget for the Drug Seizure Fund is attached to this item.

The Drug Seizure Fund balance of approximately \$108,000 is sufficient to fund this item and this use does not affect other plans for these funds. The use of funds is also consistent with allowable uses for the Drug Seizure Fund. Ongoing expenses, such as licensing and insurance for joint operations, will be funded by Kirkland.

ATTACHMENTS:

- Att-1. Proposed Budget Amendment Ordinance
- Att-2. Proposed Interlocal Agreement
- Att-3. 2015 Interlocal Agreement
- Att-4. 2016 Interlocal Agreement Amendment

RECOMMENDED ACTION: Approve the amendment to ILA 12-110 with SWAT/CNT participating cities and approve payment of Bothell's percentage of the cost to purchase a replacement vehicle in the amount of \$28,785,73.

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ORDINANCE NO. _____ (2020)

AN ORDINANCE OF THE CITY OF BOTHELL, WASHINGTON, AMENDING THE 2019-2020 POLICE DEPARTMENT DRUG SEIZURE FUND BUDGET.

WHEREAS, state law, Chapter 35A.34 RCW, provides for the biennial adoption of the City’s budget and provides procedures for filing of the proposed budget, deliberations, public hearings, final fixing, and any subsequent adjustments to the budget; and

WHEREAS, the 2019-2020 budget was adopted for all funds of the City, including the Police Department Drug Seizure Fund; and

WHEREAS, budget development requires staff to make significant predictions about revenues and expenditures for the upcoming biennium and it is not uncommon for budget amendments to be subsequently required to align actual results with the predictions made during budget development; and

WHEREAS, the Drug Seizure Fund was included in the Adopted 2019-2020 Budget and the revenues and expenditures associated with the fund vary from the predicted value included in the Adopted 2019-2020 Budget; and

WHEREAS, this budget amendment is required to account for the City’s proportionate share of a joint purchase of a replacement SWAT response vehicle by the North Sound Metro SWAT/HNT Executive Board.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BOTHELL, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The adopted budget for the 2019 - 2020 biennium is hereby amended as set forth in the table below, which is attached hereto and incorporated herein by this reference as set forth in full.

Fund No.	Fund Name	Adopted 19-20 Revenue	Adopted 19-20 Expenditure	Amended 19-20 Revenue	Amended 19-20 Expenditure
109	Drug Seizure Fund	115,000	28,800	115,000	57,600

Section 2. SEVERABILITY. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. EFFECTIVE DATE. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

Section 4. CORRECTIONS. The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

APPROVED:

LIAM OLSON
MAYOR

ATTEST/AUTHENTICATED:

LAURA HATHAWAY
CITY CLERK

APPROVED AS TO FORM:

PAUL BYRNE
CITY ATTORNEY

FILED WITH THE CITY CLERK: _____

PASSED BY THE CITY COUNCIL: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

ORDINANCE NO.: _____ (2020)

SUMMARY OF ORDINANCE NO. _____ (2020)

City of Bothell, Washington

On the xxth day of December 2020, the City Council of the City of Bothell passed Ordinance No. _____ (2020). A summary of the content of said Ordinance, consisting of the title, is provided as follows:

AN ORDINANCE OF THE CITY OF BOTHELL, WASHINGTON,
AMENDING THE 2019-2020 POLICE DEPARTMENT DRUG SEIZURE
FUND BUDGET.

The full text of this Ordinance will be mailed upon request.

LAURA HATHAWAY
CITY CLERK

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO.: _____ (2020)

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AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITIES OF BOTHELL,
EDMONDS, KIRKLAND, LAKE FOREST PARK, LYNNWOOD, MILL CREEK, MONROE
MUKILTEO, MOUNTLAKE TERRACE AND REDMOND; FOR THE NORTH SOUND
METRO SPECIAL WEAPONS AND TACTICS (SWAT)/
CRISIS NEGOTIATING TEAM (CNT)

This amendment to the Interlocal Agreement ("Agreement") between the Washington cities of Bothell, Edmonds, Kirkland, Lake Forest Park, Lynnwood, Mill Creek, Monroe, Mukilteo, Mountlake Terrace and Redmond ("Amendment") is entered into by and between the aforementioned cities ("Cities") for the purpose of providing insurance and liability obligations for the use of the armored vehicle purchased by the Cities on or about _____ ("BearCat") that differ from those provisions agreed to with regard to other jointly owned property between the Cities under the Agreement.

Notwithstanding 1) any provisions of the Agreement to the contrary; 2) that the BearCat is registered under the name of Kirkland; and 3) insured by Kirkland for purposes of joint operations. Any city using the BearCat for that city's purposes will be responsible for liability for any accident arising from that city's use of the BearCat solely at the using city's expense. The cost of any injury or damage to third parties, caused by the using city or the cost of any damage to the BearCat will be the sole responsibility of the using city until such time as the BearCat reaches a point of deployment where the Cities are operating jointly under the terms of the Agreement. Similarly, until such time, the using city will also be obligated to defend, indemnify and hold the other Cities harmless from any and all claims that might arise as a result of that city's use of the BearCat.

Except as modified herein, all provisions within the Agreement shall remain in full force and effect and will govern this Amendment.

This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates written below:

CITY OF BOTHELL

By: _____

Title: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF EDMONDS

By: _____

Title: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF KIRKLAND

By: _____

Title: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF LAKE FOREST PARK

By: _____

Title: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF LYNNWOOD

By: _____

Title: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF MILL CREEK

By: _____

Title: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF MONROE

By: _____

Title: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF MOUNTLAKE TERRACE

By: _____

Title: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF MUKILTEO

By: _____

Title: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF REDMOND

By: _____

Title: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

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INTERLOCAL AGREEMENT BETWEEN THE CITIES OF BOTHELL, EDMONDS, KIRKLAND, LAKE FOREST PARK, LYNNWOOD, MILL CREEK, MONROE, MUKILTEO, AND MOUNTLAKE TERRACE; FOR THE NORTH SOUND METRO SPECIAL WEAPONS AND TACTICS (SWAT)/ CRISIS NEGOTIATING TEAM (CNT)

THIS INTERLOCAL AGREEMENT (Agreement) is entered into by and between the City of Bothell, a Washington municipal corporation (Bothell), the City of Edmonds, a Washington municipal corporation (Edmonds), the City of Kirkland, a Washington municipal corporation (Kirkland), the City of Lake Forest Park, a Washington municipal corporation (Lake Forest Park), the City of Lynnwood, a Washington municipal corporation (Lynnwood), the City of Mill Creek, a Washington municipal corporation (Mill Creek), the City of Monroe, a Washington municipal corporation (Monroe), the City of Mukilteo, a Washington municipal corporation (Mukilteo), and the City of Mountlake Terrace, a Washington municipal corporation (Mountlake Terrace), (collectively referred to hereinafter as Parties or Cities).

WHEREAS, the Cities are public agencies as defined by RCW Chapter 39.34 and RCW Chapter 10.93, and are authorized to enter into interlocal agreements to provide for joint or cooperative actions to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, incidents of a serious criminal nature do occur which require a need for a specially trained and equipped unit to effectively resolve the situation. These incidents create a demand upon the undersigned Cities respective to resources which are better and more economically served by combining resources to form a joint specialty team called the NORTH SOUND METRO SPECIAL WEAPONS AND TACTICS, (hereinafter SWAT Team); and

WHEREAS, the SWAT Team shall be specially trained and equipped to provide a cooperative and joint effort among the undersigned Cities' police departments to respond to and resolve criminal activity of a high risk nature in accordance with state and federal law.

NOW, THEREFORE, be it agreed in accordance with RCW 39.34 and RCW 10.93:

1. CREATION AND AUTHORIZATION

The undersigned Cities hereby create THE NORTH SOUND METRO SPECIAL WEAPONS AND TACTICS (SWAT) Team. The SWAT Team is hereby authorized and directed to achieve the objectives of this Agreement.

2. OBJECTIVE

The primary objective of the SWAT Team is to respond effectively and appropriately to incidents which create a significant and higher safety risk for officers/detectives in the field and the public.

3. EXECUTIVE BOARD/SWAT STRUCTURE

The undersigned Cities hereby create an Executive Board (Board) to direct the SWAT Team. The Executive Board shall be comprised of the Police Chiefs of all participating Cities. Based upon recommendations from the SWAT Commander and or Board members, the Board reviews and approves changes and updates to the SWAT Policy and Procedures Manual (SWAT Policy) and also provides approval and gives direction on operational matters as presented and requested by the SWAT Team Commander.

Each member of the Board shall have an equal vote and voice on all Board decisions. All decisions, except those related to the SWAT Policy and Procedure manual, shall be made by a majority of voting Board members, provided a quorum of five (5) Board members are present. SWAT Policy and Procedure decisions shall require a unanimous vote from all Board members. The Board will meet at least once a quarter.

3.1 SWAT Team Structure

3.1.1 The goal of the SWAT Team is to have a minimum of twenty-four (24) trained officers and one (1) Command Level Officer (SWAT Team Commander). Staffing shall be proportional to the size of the participating city police department's commissioned strength and the ability of that police department to staff positions.

3.1.2 When subsequent attrition occurs in the SWAT Team, such vacancies shall be filled based on a mutually agreed to and managed selection process approved by the Board.

3.1.3 The Board will determine the host police department for the SWAT Team and the selection of the SWAT Team Commander. The SWAT Team Commander will recommend appointments for the positions of Assistant SWAT Team Commander and SWAT Team Leader(s) to the Board who shall have final approval.

3.1.4 Incident command shall be the responsibility of the police department of jurisdiction in which the incident occurs. The police department of jurisdiction may delegate incident command responsibility to the SWAT Team Commander, or an appointed designee in his absence, but will still be required to provide a liaison to the SWAT Team Commander for the duration of the event.

3.1.5 Distraction devices, gas munitions, and entrance explosives will be stored and handled per the SWAT Policy and Procedures manual and other applicable state and federal laws and regulations.

3.1.6 The general specifications of SWAT equipment/weapons will be contained within the SWAT Policy and Procedures manual.

3.1.7 SWAT policies and procedures will be standardized and agreed to by all participating Board members including any modifications or amendments thereto. Each Board member understands that SWAT, when activated in their respective jurisdictions, will act in accordance with the SWAT Policy and Procedures manual, as unanimously approved by the Board.

3.1.8 Except as provided herein, all personnel are deemed to be continuing employment for their respective employers when activated as members of the functionally consolidated SWAT Team. Each participating City shall be solely and exclusively responsible for the compensation, benefits, and training expenses for those personnel. All rights, duties, and obligations of the employer and the employee shall remain with that participating City. Each City shall be responsible for ensuring compliance with all applicable laws with regard to employees and with provisions on any applicable collective bargaining agreements and civil service rules and regulations and its disciplinary policies and procedures.

3.1.9 During field activation of the SWAT Team, an Incident Commander, SWAT Team Commander and SWAT Team Leader(s) will be designated. The duties and procedures to be utilized by the Incident Commander, SWAT Team Commander and SWAT Team Leader(s) shall be set forth in the SWAT Policy and Procedures manual approved by the Board.

3.2. Team Composition

The Board determines the SWAT Team composition and selection process.

3.3 Crisis Negotiating Teams

There will be a Crisis Negotiating Team (CNT) component. The Board will determine the composition of the Team and associated selection criteria.

3.4 Policy Development and Review

3.4.1 The Board shall determine who will coordinate development of SWAT Team policies and procedures. At a minimum, such policies and procedures shall address:

- a. Appointment to Team/Team Composition
- b. Risk Analysis Assessments
- c. Special Procedures

- d. Munitions Storage Policy/Equipment Considerations
- e. Diversionary Device Use and Deployment
- f. Firearms Qualification Standards
- g. Minimum Training Requirements/Fitness Standards
- h. Mutual Aid Responses

3.4.2 Following policy and procedure review and approval, copies of the SWAT Policy and Procedures manual will be provided to the police departments of participating Cities .

4. COST SHARING/BUDGET AND FINANCE

The Parties agree to budget and finance provisions for costs incurred by or in connection with the operations of the SWAT Team, in accordance with the following:

- 4.1. For purposes of general administration, the Board shall determine which City shall be designated as the Host police department. That police department will coordinate budgetary expenditures with all participating Cities.
- 4.2. All costs associated with the initial and continued outfitting of a SWAT Team member, including but not limited to, clothing and weapons shall be the responsibility of the employing City of any team member. This equipment shall remain the property of the purchasing City. The maintenance and replacement of individual team member's equipment shall be the responsibility of the employing City.
- 4.3. Any overtime costs associated with all deployment operations or team training of SWAT Team members shall be the responsibility of the employing City of any team member.
- 4.4. All member participating Cities understand there is need for equipment, and/or training for specialty positions within the team, that may be utilized by any qualified team member during the course of operations or training.
- 4.5. Each participating City will provide an amount of money determined by the Board and approved through the budget processes of each participating City's legislative body for necessary purchases per calendar year for approved operational expenditures. The Board shall designate one (1) participating City which will establish a single SWAT Team operational budget. Participating Cities agree to leave any money left over from that calendar year in the SWAT operational budget, which will be held in the account to supplement/augment SWAT organizational operations with the approval of the Board.
- 4.6. By May of each year, the SWAT Team Commander will submit a proposed operational budget request for approval to the Board, itemizing anticipated team/specialty

training and team equipment purchase requests for the following budget cycle. Each participating City will then submit for review and consideration the proposed operational and team/specialty training and team equipment budget via their own budget process. All team/specialty equipment purchases made during the calendar year will be documented via an inventory database spreadsheet. Training and equipment for individual team members will be the responsibility of each participating City.

4.7. During unusual occurrences, emergency expenses outside the parameters of the approved SWAT Team operational budget can be approved and ratified by agreement with a quorum of the Board. These expenses will be incurred only out of operational necessity (i.e., additional overtime or supplies related to a SWAT operation).

4.8. All Parties intend that the budget and finance provision contained herein shall support the activities of SWAT Team operations and training.

5. LIABILITY FOR INDEMNIFICATION AND DEFENSE FROM THIRD PARTY CLAIMS

5.1 Equal Sharing of Liability

The Cities agree that liability for the negligent or unintentionally tortious actions of the SWAT Team or any police officer or employee working for or on behalf of the SWAT Team be shared equally on an equal shares basis between the participating Cities. It is further the agreement of the Cities that no City should be required to pay more than an equal share of the cost of payment of any judgment or settlement for a liability claim which arises out of and is proximately caused by the actions of any officer, employee or City which is acting on behalf of or in support of the SWAT Team and acting within the scope of any person's employment or duties to said SWAT Team. This risk sharing agreement shall not apply to judgments against any party or officer for punitive damages or for damages resulting from intentionally tortious actions. This general agreement on liability sharing is subject to the following terms and conditions set for the below in Sections 5.2 to 5.10.

5.2 Hold Harmless

Each City agrees to hold harmless and indemnify the other participating Cities from any loss, claim or liability arising from or out of the negligent or unintentional tortious actions or inactions of its officers and employees or each other as related to any SWAT Team activity. Such liability shall be apportioned among the Cities equally on an equal shares basis subject to any limitation set forth below.

5.3 Defense of Lawsuits

Each City shall be responsible for selecting and retaining legal counsel for itself and for any employee of said City who is named in a lawsuit alleging liability arising out of

SWAT Team operations. Each City who retains counsel for itself and/or its officers and employees shall be responsible for paying the attorney's fees incurred by that counsel. The Cities shall not share costs of defense among each other unless they specifically agree to have one attorney representing all of them in any particular legal action.

5.4 Notice of Claims and Lawsuits and Settlements

In the event that a lawsuit is brought against a participating City, its officers and employees for actions arising out of their conduct in support of the SWAT Team operations, it shall be the duty of each said City to notify the other Cities that said claims or lawsuit has been initiated. No settlement of any such claim or lawsuit by any single City shall require equal shares contribution by any City unless it was done with the knowledge and specific consent of the other participating Cities. Any settlement made by any individual City or member which does not have the consent of the other participating Cities to this Agreement will not require any sharing of payment of said settlement on behalf of the non-consenting Cities.

5.4.1 Settlement Procedure

5.4.1(1) Any City who believes that it would be liable for a settlement or judgment which should be equally shared by the other participating Cities to this Agreement shall have the burden of notifying each other participating City of all settlement demands made to that City and any claims and/or lawsuits naming that city and/or its officers and employees for what may be a joint liability. Furthermore, if the other participating Cities are not named as parties to the actions, it shall be the burden of the City named in the lawsuit to keep the other participating Cities fully apprised of all developments in the case and all settlements demands, mediations or any other efforts made towards settlement. Settlements require the specific consent of all participating Cities to this Agreement before any equal share obligations for payment by all participating Cities becomes effective.

5.4.1(2) No City shall enter into a settlement with a claimant or plaintiff unless said settlement ends the liability of all participants to this Agreement and on behalf of their respective employees and officers. It is the intent of this Agreement that the Cities act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, whenever possible, all Parties to this Agreement agree with the settlement costs or, in the alternative, that all Parties to this Agreement reject settlement demands and agree to go to trial and share equally in any judgment incurred as a result of the decision to go to trial. However, in the event that a settlement demand is presented to all the participating Cities to this Agreement and there is not unanimous consent to pay the settlement, then and only then the following results shall occur:

5.4.1(2)(1) The Cities shall be free to seek a separate settlement with the claimant and/or plaintiff which would eliminate the liability of that City and/or its officers and employees and, if such separate settlement is reached, that City would have no responsibility to pay any proportionate amount of any judgment rendered against the Cities and/or their officers and employees that did not settle. A City making a separate settlement would not have to pay any proportion amount of any subsequent settlement that others might reach. Any City making a separate settlement would have no right to seek any reimbursement or contribution for any portion of a settlement which said City had reached separately with the claimant and/or plaintiff.

5.5 Cooperation in Defense of Lawsuits

The Cities and their respective defense counsel shall, to the extent reasonably legally possible and consistent with the best interests of their respective clients, cooperate in the defense of any lawsuit arising out of the operations of the SWAT Team and shall agree, wherever possible, to share non-attorney fee-related costs such as records gathering, preparation of trial exhibits, and the retention and payment of expert witnesses.

5.6 Payment of Judgments

Unless there is an exception as provided in paragraphs 5.4.1(2) and 5.4.1(2)(1), it is the intention of the participating Cities under this Agreement to jointly pay any judgment on an equal share basis for any judgment against any officer and/or employee and/or City for negligence or unintentional tortious action arising out of their conduct in the course of their employment or duties as SWAT Team members or in support of such SWAT Team operations; regardless of what percentage of liability may be attributed to that participating City or its officers and employees by way of verdict or judgment, including the costs of any awarded plaintiff's attorney's fees and costs. It is the intent of the Parties to add up the total combined judgment against any participating City and/or officer and/or employee for compensatory damages and/or plaintiff's attorney's fees and costs and to divide said total combined judgment into equal shares and each City would then pay its equal share of the total combined judgment to satisfy the judgment. Any City which refused to pay its equal share would then be liable to the Cities who paid that City's share in order to satisfy a judgment plus any attorney's fees incurred in the collection of said monies from the non-paying City.

5.7 Nothing Herein Shall Require Or Be Interpreted To:

5.7.1 Waive any defense arising out of RCW Title 51.

5.7.2 Limit or restrict the ability of any City, officer or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims of third parties, including, but not limited to, any good faith attempts to

seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

5.7.3 Cover or apportion or require proportionate payment of any judgment against any individual or City for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages, fines or sanctions against any individual or City. Payment of punitive damage awards shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This Agreement does not require equal sharing of any punitive damage awards, fines or sanctions.

5.8 Insurance Coverage

The Cities shall, to the best of their ability, coordinate their liability insurance coverage's and/or self-insured coverage's to the extent possible to fully implement and follow the Agreement set forth herein. However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this Agreement effective as between the member Cities signing this Agreement and the failure of any insurance carrier or self-insured pooling organization to agree or follow the terms of this provision on liability shall not relieve any individual City from its obligation under this Agreement.

6. NON-WAIVER

A waiver by any City hereto of a breach of any other City hereto of any covenant or condition of this Agreement shall not impair the right of the City not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of any City to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

7. AMENDMENTS

This Agreement may only be amended by written agreement of all the undersigned Cities that have not terminated their respective participation under this Agreement.

8. SEVERABILITY

Should any clause, phrase, sentence or paragraph of the Agreement or its application to any party or circumstance be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement and/or their application to other parties and circumstances, not declared invalid or void, shall remain in full force and effect.

9. TERM AND TERMINATION

9.1 The minimum term of this Agreement shall be one (1) year, effective upon its adoption. This Agreement shall automatically extend for consecutive one (1) year terms without action of the legislative bodies of the participating jurisdictions, unless and until terminated pursuant to the terms of this Agreement.

9.2 Any Party may withdraw from and terminate participation under this Agreement upon the giving of thirty (30) calendar days advance written notice of intent to withdraw/terminate to the other Parties herein. Withdrawal during any calendar year shall not entitle the withdrawing Party to a reduction or refund with respect to funds budgeted for or otherwise committed with respect to the withdrawing Party for any calendar year. Termination of this Agreement and/or withdrawal of a Party shall not terminate Section 5 hereof with respect to the withdrawing Party as to any incident arising prior to the withdrawal of the Party and Section 5 shall survive the termination of this Agreement with respect to any cause of action, claim or liability arising on or prior to the date of termination.

9.3 A majority of the participating Cities may terminate this Agreement at any time. Such termination shall be set forth in a document signed by the authorized Chief Executive Officer or designee of a majority of the participating Cities.

9.4 Upon termination of this Agreement by the participating Cities, property used and/or in the possession of the SWAT Team pursuant to the terms and conditions of this Agreement, including but not limited to vehicles, equipment, firearms, ammunition and Class C low explosives, shall belong to and shall be returned to the City that provided or paid for such items. Items that were jointly purchased by the Cities will be distributed between the police departments on a basis agreed to in writing by the respective police chiefs.

9.5 In the event that a City withdraws from and terminates participation under this Agreement in accordance with Section 9.2, property that was paid for and/or provided by that City and was used and/or in the possession of the SWAT Team pursuant to the terms and conditions of this Agreement, including but not limited to vehicles, equipment, firearms, ammunition and Class C low explosives, shall belong to and shall be returned to the withdrawing/terminating City. Items that were jointly purchased by the Cities will continue to remain with and be available for use by the SWAT Team until such time that this Agreement is terminated in its entirety.

10. NOTICES AND CONTACTS

Unless otherwise directed in writing, notices, reports, invoices, payments and other documents shall be delivered to each City as follows:

City of Bothell
Attn: Police Chief
18410 101st Ave., N.E.
Bothell WA 98011

City of Edmonds
Attn: Police Chief
250 5th Ave., N.
Edmonds WA 98020

City of Kirkland
Attn: Police Chief
123 5th Ave.
Kirkland, WA 98033

City of Lake Forest Park
Attn: Police Chief
17425 Ballinger Way, N.E.
Lake Forest Park WA 98155

City of Lynnwood
Attn: Police Chief/Purchasing
19321 44th Ave., W.
Lynnwood WA 98036

City of Mill Creek
Attn: Police Chief
15728 Main St.
Mill Creek, WA 98012

City of Monroe
Attn: Police Chief
806 West Main Street
Monroe WA 98272

City of Mountlake Terrace
Attn: Police Chief
5906 232nd St., S.W.
Mountlake Terrace WA 98043

City of Mukilteo
Attn: Police Chief
10500 47th PL W.
Mukilteo, WA 98275

Notices mailed by any City shall be deemed effective on the date mailed. Any City may change its address for receipt of reports, notices, invoices, payments and other documents by giving the other Cities written notice of not less than seven (7) days prior to the effective date.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

12. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Snohomish County, Washington.

13. EXECUTION

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

14. FILING

As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force with the Snohomish County Auditor, or, alternatively, listed by subject on the website of each participating City.

Dated this _____ day of _____, 2015

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**THIRD AMENDMENT
TO
INTERLOCAL AGREEMENT BETWEEN THE CITIES OF BOTHELL, EDMONDS,
KIRKLAND, LAKE FOREST PARK, LYNNWOOD, MILL CREEK, MONROE,
MUKILTEO, AND MOUNTLAKE TERRACE; FOR THE NORTH SOUND METRO
SPECIAL WEAPONS AND TACTICS (SWAT)/
CRISIS NEGOTIATING TEAM (CNT)**

THIS THIRD AMENDMENT TO INTERLOCAL AGREEMENT (Third Amendment) is entered into by and between the City of Bothell, a Washington municipal corporation (Bothell), the City of Edmonds, a Washington municipal corporation (Edmonds), the City of Kirkland, a Washington municipal corporation (Kirkland), the City of Lake Forest Park, a Washington municipal corporation (Lake Forest Park), the City of Lynnwood, a Washington municipal corporation (Lynnwood), the City of Mill Creek, a Washington municipal corporation (Mill Creek), the City of Monroe, a Washington municipal corporation (Monroe), the City of Mukilteo, a Washington municipal corporation (Mukilteo), the City of Mountlake Terrace, a Washington municipal corporation (Mountlake Terrace), and the City of Redmond, a Washington municipal corporation (Redmond) (collectively referred to as Parties or Cities).

WHEREAS, the Cities are public agencies as defined by Chapters 39.34 and 10.93 RCW, and are authorized to enter into interlocal agreements to provide for joint or cooperative actions to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, incidents of a serious criminal nature occur which require a need for a specially trained and equipped unit to effectively resolve the situation. These incidents create a demand upon the undersigned Cities respective to resources which are better and more economically served by combining resources to form a joint specialty team called the NORTH SOUND METRO SPECIAL WEAPONS AND TACTICS, (the SWAT Team); and

WHEREAS, in June of 2015, the Cities of Bothell, Edmonds, Kirkland, Lake Forest Park, Lynnwood, Mill Creek, Monroe, Mukilteo and Mountlake Terrace entered into the "Interlocal Agreement Between the Cities of Bothell, Edmonds, Kirkland, Lake Forest Park, Lynnwood, Mill Creek, Monroe, Mukilteo and Mountlake Terrace; for the North Sound Metro Special Weapons and Tactics (SWAT)/Crisis Negotiating Team (CNT)" (the Interlocal Agreement), for the purpose of creating the SWAT Team and establishing the respective Cities' rights, duties and obligations regarding the SWAT Team; and

WHEREAS, the Parties to the Interlocal Agreement and the City of Redmond wish to add the City of Redmond to the Interlocal Agreement through the execution of this Third Amendment to the Interlocal Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Amendment to the Preamble to the Interlocal Agreement to Add City of Redmond to the Interlocal Agreement. The Preamble to the Interlocal Agreement is amended to add the City of Redmond, a Washington municipal corporation, as a Party to the Interlocal Agreement. The City of Redmond shall be included in the terms “Party,” “Parties,” “City” and “Cities.” By executing this Third Amendment, the City of Redmond agrees to the terms and conditions of the Interlocal Agreement.

2. Amendment to Section 3 of the Interlocal Agreement. The introductory paragraphs of Section 3 of the Interlocal Agreement are amended to read as follows:

The undersigned Cities hereby create an Executive Board (Board) to direct the SWAT Team. The Executive Board shall be comprised of the Police Chiefs of all participating Cities. Based upon recommendations from the SWAT Commander and or Board members, the Board reviews and approves changes and updates to the SWAT Policy and Procedures Manual (SWAT Policy) and also provides approval and gives direction on operational matters as presented and requested by the SWAT Team Commander.

Each member of the Board shall have an equal vote and voice on all Board decisions. All decisions, except those related to the SWAT Policy and Procedure manual, shall be made by a majority of voting Board members, provided a quorum of six (6) Board members are present. SWAT Policy and Procedure decisions shall require a unanimous vote from all Board members. The Board will meet at least once a quarter.

3. Amendment to Section 10 of the Interlocal Agreement. Section 10 of the Interlocal Agreement is amended to read as follows:

10. NOTICES AND CONTACTS

Unless otherwise directed in writing, notices, reports, invoices, payments and other documents shall be delivered to each City as follows:

City of Bothell
Attn: Police Chief
18410 101st Ave., N.E.
Bothell WA 98011

City of Edmonds
Attn: Police Chief
250 5th Ave., N.
Edmonds WA 98020

City of Kirkland
Attn: Police Chief
123 5th Ave.
Kirkland, WA 98033

City of Lake Forest Park
Attn: Police Chief
17425 Ballinger Way, N.E.
Lake Forest Park WA 98155

City of Lynnwood
Attn: Police Chief/Purchasing

City of Mill Creek
Attn: Police Chief

19321 44th Ave., W.
Lynnwood WA 98036

15728 Main St.
Mill Creek, WA 98012

City of Monroe
Attn: Police Chief
806 West Main Street
Monroe WA 98272

City of Mountlake Terrace
Attn: Police Chief
5906 232nd St., S.W.
Mountlake Terrace WA 98043

City of Mukilteo
Attn: Police Chief
10500 47th PL W.
Mukilteo, WA 98275

City of Redmond
Attn: Police Chief
8701 160th Ave NE
Redmond, WA 98052

Notices mailed by any City shall be deemed effective on the date mailed. Any City may change its address for receipt of reports, notices, invoices, payments and other documents by giving the other Cities written notice of not less than seven (7) days prior to the effective date.

4. Amendment to Title of the Interlocal Agreement. The title of the Interlocal Agreement is amended to read as follows:

**INTERLOCAL AGREEMENT FOR THE NORTH SOUND METRO
SPECIAL WEAPONS AND TACTICS (SWAT)/
CRISIS NEGOTIATING TEAM (CNT)**

5. No Further Changes or Modifications. Except as otherwise specifically provided in this Third Amendment, the terms, conditions, and provisions of the Interlocal Agreement shall remain in full force and effect.

6. Execution. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

7. Filing. As provided by RCW 39.34.040, this Third Amendment shall be filed prior to its entry in force with the Snohomish County Auditor, or, alternatively, listed by subject on the website of each participating City.

Dated this 15th day of JUNE, 2016.

CITY OF BOTHELL

By: _____
Title: _____
Dated: 2-11-16

ATTEST:

By: [Signature]
City Clerk
Dated: 2/17/16

APPROVED AS TO FORM:

By: [Signature]
City Attorney
Dated: 2/18/16



City of Bothell™

TO: Mayor Olsen and Members of the Bothell City Council

FROM: Jennifer Phillips, City Manager
Kellye Mazzoli, Assistant City Manager (Presenter)

DATE: July 21, 2020

SUBJECT: Approval of an Interlocal Agreement with Washington State Department of Commerce to receive State-Shared CARES Act Funding for COVID-19 Related Expenses

POLICY CONSIDERATION: This item asks the City Council to consider approving an interlocal agreement with the Department of Commerce that is needed for the City to request reimbursement from State CARES Act funds for COVID-19 related expenses.

If approved, distribution of the allotted CARES Act funding has the potential to positively impact the Bothell community and economy by supporting the City’s response to COVID-19 and assisting in the community’s recovery from COVID-19.

HISTORY:	DATE	ACTION
	MARCH 05, 2020	Mayor Olsen signed Declaration of Emergency
	MARCH 24, 2020	Governor Inslee issued “Stay Home, Stay Healthy” Order
	MARCH 27, 2020	Federal government signed the CARES Act into law
	MAY 20, 2020	Bothell received Dept. of Commerce CARES Award Letter
	JUNE 2, 2020	Council directed partial allocation of available CARES Act funding

DISCUSSION: On June 2, 2020, Council received information from staff regarding the allocation of CARES Act funding from the State and directed staff to proportion potential reimbursements to City cost recovery (\$500,000) and Community response efforts (\$500,000), and to bring the remaining funds (\$400,000) back to Council at a future date for allocation.

This interlocal agreement is needed to proceed with requesting reimbursement from the State.

FISCAL IMPACTS: A budget amendment will be required to implement this item, staff will bring a budget amendment forward for City Council consideration after the City Council provides direction on this matter, but before the end of the calendar year. These

revenues and associated COVID-19 expenditures are not included in the Adopted 2019-2020 Budget. Depending upon direction given by the City Council, the City may be able to recover qualified expenditures related to COVID-19 response and recovery.

ATTACHMENTS: Att-1. Interlocal Agreement with Department of Commerce

RECOMMENDED ACTION: Authorize the City Manager to execute the Interlocal Agreement with the Department of Commerce to request reimbursement from CARES Act funds.



Attachment 1

Interagency Agreement with

«Organization»

through

the Coronavirus Relief Fund for Local Governments

For

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

Start date: March 1, 2020

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FACE SHEET

Contract Number: «Contract_Number»

**Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit
Coronavirus Relief Fund for Local Governments**

1. Contractor «Organization» «Address» «City», Washington «Postal_Code»		2. Contractor Doing Business As (optional)	
3. Contractor Representative «First» «Last» «CDBG_ContractsTitle» «CDBG_ContractsPhone_Number» «Email»		4. COMMERCE Representative «Full_Name» P.O. Box 42525 Project Manager 1011 Plum Street SE «LU_Project_ManagerPhone_Number» Olympia, WA 98504-2525 Fax 360-586-5880 «Mgr_Email»	
5. Contract Amount «Amount»	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date March 1, 2020	8. End Date October 31, 2020
9. Federal Funds (as applicable) «Amount»	Federal Agency: US Dept. of the Treasury	CFDA Number: 21.999	Indirect Rate (if applicable): «Indirect_Rate»
10. Tax ID # «TIN_Number»	11. SWV # «SWV_Number»	12. UBI # «UBI_Number»	13. DUNS # «DUNS_Number»
14. Contract Purpose To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment “A” – Scope of Work, Attachment “B” – Budget & Invoicing, Attachment “C” – A-19 Certification, Attachment “D” – A-19 Activity Report			
FOR CONTRACTOR _____ «Sig_Auth_Whole_Name», «Sig_Authority_Title» _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director, Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. APPROVAL ON FILE.	

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1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce.”

3. CONTRACT MANAGEMENT

The Representative 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 Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

5. EXPENSES

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

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The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

8. AUDIT

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

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- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

9. DEBARMENT

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

10. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

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United States Laws, Regulations and Circulars (Federal)

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

11. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

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1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

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

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

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COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

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9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

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relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree

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with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

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21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

1. **Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND**
2. **Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury’s December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Allowable expenditures include, but are not limited to:

1. Medical expenses such as:
 - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - c. Costs of providing COVID-19 testing, including serological testing.
 - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - e. Expenses for public safety measures undertaken in response to COVID-19.
 - f. Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.



LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R.748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
 - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
 - c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury¹ and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:

1 – Guidance available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> (4/30/2020)

LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION
Page 2 of 2

- 6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.
- 7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
- 8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.



Printed Name



Title

Signature



Date:

CRF A-19 Activity Report
INSTRUCTIONS

INSTRUCTIONS:

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in **Column F** for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories;

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

- 1 **REPORT PERIOD** - Enter the report period into **Cell D1** of the A-19 Activity Report.
 - a This should match the report period entered on the corresponding A-19.
 - b Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.
- 2 **COLUMN E** - Enter the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.
- 3 **COLUMN F** - Enter the total amount being requested in the current reimbursement request for each applicable sub-category.
- 4 **COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:
 - a Providing a brief description of the specific activities performed.
 - b Identifying specific populations served.
 - c Identifying specific programs created or utilized.
 - d Including any known or intended outcomes, results, or community impacts.
- 5 **OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
 - a Enter a **Title** for other expenses added within the appropriate budget category.
 - b Enter titles into **Cells: D10, D19, D27, D36, and D41**.
 - c There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.
- 6 **OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
 - a Enter a **Title** for these "other" expenses within budget category 6.
 - b Enter titles into **Cells D44 - D48**.
 - c There are only 5 entry fields available within Budget Category 6.

Coronavirus Relief Fund
A-19 Activity Report

Report Period:

Eligible Expenditures	Previously Reported Expenditures	Current Expenditures this Invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
1 Medical Expenses				
A. Public hospitals, clinics, and similar facilities	\$ -	\$ -	\$ -	
B. Temporary public medical facilities & increased capacity	\$ -	\$ -	\$ -	
C. COVID-19 testing, including serological testing	\$ -	\$ -	\$ -	
D. Emergency medical response expenses	\$ -	\$ -	\$ -	
E. Telemedicine capabilities	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
2 Public Health Expenses				
A. Communication and enforcement of public health measures	\$ -	\$ -	\$ -	
B. Medical and protective supplies, including sanitation and PPE	\$ -	\$ -	\$ -	
C. Disinfecting public areas and other facilities	\$ -	\$ -	\$ -	
D. Technical assistance on COVID-19 threat mitigation	\$ -	\$ -	\$ -	
E. Public safety measures undertaken	\$ -	\$ -	\$ -	
F. Quarantining individuals	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
3 Payroll expenses for public employees dedicated to COVID-19				
A. Public Safety	\$ -	\$ -	\$ -	
B. Public Health	\$ -	\$ -	\$ -	
C. Health Care	\$ -	\$ -	\$ -	
D. Human Services	\$ -	\$ -	\$ -	
E. Economic Development	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
4 Expenses to facilitate compliance with COVID-19-measures				
A. Food access and delivery to residents	\$ -	\$ -	\$ -	
B. Distance learning tied to school closings	\$ -	\$ -	\$ -	
C. Telework capabilities of public employees	\$ -	\$ -	\$ -	
D. Paid sick and paid family and medical leave to public employees	\$ -	\$ -	\$ -	
E. COVID-19-related expenses in county jails	\$ -	\$ -	\$ -	
F. Care and mitigation services for homeless populations	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
5 Economic Supports				
A. Small Business Grants for business interruptions	\$ -	\$ -	\$ -	
B. Payroll Support Programs	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
6 Other COVID-19 Expenses				
A. Other:	\$ -	\$ -	\$ -	
B. Other:	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
D. Other:	\$ -	\$ -	\$ -	
E. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
TOTAL:	\$ -	\$ -	\$ -	



City of Bothell™

TO: Mayor Olsen and Members of the Bothell City Council

FROM: Bruce Kroon, Fire Chief

DATE: July 21, 2020

SUBJECT: Approval of Amendment No. 1 to Extend the Interlocal Agreement for Deputy Fire Chief Services to King County Fire Protection District No. 16 (Northshore Fire Department) through September 30, 2020

POLICY CONSIDERATION: This item asks the City Council to approve the City of Bothell extending an Interlocal Agreement (ILA) with King County Fire Protection District No. 16 (known as Northshore Fire Department (NFD)) to provide deputy fire chief services. The City’s Deputy Fire Chief of Response Operations will provide operational oversight for both agencies through September 30, 2020.

HISTORY:	DATE	ACTION
	MAY 7, 2013	City Council approved Bothell Fire Department to provide Administrative Services to Woodinville Fire & Rescue
	JUNE 2, 2015	City Council approved an extension for Administrative Services to Woodinville Fire & Rescue
	APRIL 7, 2020	City Council approved an Interlocal Agreement with King County Fire Protection District No. 16 (Northshore Fire Department) to provide Deputy Fire Chief Services

City Council previously approved an ILA with Northshore for deputy chief services which is requested to be extended. Bothell has also provided a similar need to Woodinville Fire & Rescue for part-time administrative services in the past while consolidation models were explored.

DISCUSSION: The City would continue to provide part-time Deputy Chief of Response Operations services for operational oversight with the end date extended from July 31, 2020, through September 30, 2020. NFD’s need for this service is based on their desire to explore their options before making a decision on whether NFD will fill the vacant deputy chief’s position.

The City's Fire Chief believes capacity exists within the Fire Department to offer these services, with manageable impacts to the City's current or future operations and services. If the service demands ultimately have a negative impact on the Department, the City has the option of providing NFD with 30 days' written notice to terminate the ILA. Conversely, if the services provided do not meet with NFD's expectations, NFD can provide the City with 30 days' written notice to terminate the agreement.

FISCAL IMPACTS: Northshore Fire Department will continue to pay Bothell \$8,912.13 per month (prorated for any partial months) for the duration of the ILA. The fee is based on the parties sharing Deputy Fire Chief services and using the Bothell Deputy Fire Chief's total cost of compensation. Bothell will issue a monthly invoice for the fee on the last day of each month.

ATTACHMENTS:

- Att-1. Proposed Amendment No. 1 – Interlocal Agreement Extension for Deputy Chief Services
- Att-2. Agreement No. 2053 - Interlocal Agreement between King County Fire Protection District No. 16 and the City of Bothell for Deputy Fire Chief Services

RECOMMENDED ACTION: Authorize the City Manager to execute the proposed Amendment No. 1 to the Interlocal Agreement for Deputy Fire Chief Services between King County Fire Protection District No. 16 and the City of Bothell in substantially the same form as presented.

Att-1

AMENDMENT #1

**INTERLOCAL AGREEMENT
BETWEEN
KING COUNTY FIRE PROTECTION DISTRICT NO. 16
AND
THE CITY OF BOTHELL
FOR
DEPUTY FIRE CHIEF SERVICES**

The Interlocal Agreement effective April 1, 2020, by and between the City of Bothell and King County Fire Protection District No. 16 (Northshore Fire Department) shall be amended as follows:

1. The contract term listed in Paragraph II.3 is extended from July 31, 2020, to September 30, 2020.

IN WITNESS WHEREOF this Amendment has been executed by each party on the date set forth below:

CITY OF BOTHELL

**KING COUNTY FIRE PROTECTION
DISTRICT NO. 16**

By: _____
Jennifer Phillips, City Manager

By: _____
David Maehren, Chair
Board of Fire Commissioners

Date: _____

Date: _____

APPROVED AS TO FORM:

Paul Byrne, City Attorney

Date: _____

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AGREEMENT SUMMARY FORM

Reset Form

PRELIMINARY INFORMATION

Staff Name: Bruce Kroon Dept: Fire Director Approval and Date: 3/31/20

This agreement requires Council approval Yes No If yes, Council Meeting Date: 4/7/20

Has the vendor reviewed and preliminarily approved the agreement? Yes No

AGREEMENT INFORMATION

Contract #: 2053 Agreement Type: Interlocal

Vendor #: 10922 Vendor Name: Northshore Fire Department

Please summarize what this agreement is for:

ILA for Deputy Chief Services - 8,912.13 per mo. = 35,648.52
Revenue - Reimbursement from NSFD for half DC wages each month.

- This agreement is an original
- This agreement is a supplement/change order - Supplement/Change Order #: _____

Project Code (if applicable): _____ Org Code: _____ Object Code: _____

If your contract requires multiple codes, please provide them on page 2

Completion Date: 7/31/20

Original Contract Amount: _____

Are the following required for this agreement:

Previous Supplements Total: _____

Notarized signature? Yes No

Current Supplement Amount: _____

Certificate of insurance? Yes No

Total Contract Amount: \$ 0.00

Add'l insured Yes No

Total Budgeted: _____

If no additional insured endorsement, explain:

Total Budgeted references:

- A specific line item in the dept's project's budget detail
- The org/object code's budgeted total for the biennium

DIGITAL SIGNATURE INSTRUCTIONS AND SIGNATORY CONTACT INFORMATION

Will the vendor sign this agreement electronically? Yes No If no, provide the signatory's address:

Signatory Name: David Maehren 7220 NE 181st St

Signatory Phone Number: 425-354-1780 Kenmore, WA 98028

Signatory Email Address: dmaehren@northshorefire.com _____

APPROVALS (Adobe Sign or Munis Routing Only)

PB
P B City Attorney

IED
TED Finance (Procurement and Budget)

_____ Finance (Capital Facilities Projects)

MS Finance Director

JP City Manager

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_____ City Clerks (if applicable)

**INTERLOCAL AGREEMENT
BETWEEN
KING COUNTY FIRE PROTECTION DISTRICT NO. 16
AND
THE CITY OF BOTHELL
FOR
DEPUTY FIRE CHIEF SERVICES**

THIS INTERLOCAL AGREEMENT FOR DEPUTY FIRE CHIEF SERVICES (the “Agreement”) is made and entered into by and between **KING COUNTY FIRE PROTECTION DISTRICT NO. 16**, a Washington municipal corporation (“Northshore”), and **THE CITY OF BOTHELL**, a Washington municipal corporation (“Bothell”). Northshore and Bothell are referred to collectively as the “Parties” and individually as “Party”.

I. RECITALS

WHEREAS, Northshore is without a full-time Deputy Fire Chief;

WHEREAS, Northshore requires support in its response operations and to support its administration beginning in April 2020;

WHEREAS, the Parties desire for Bothell’s Deputy Fire Chief to provide such services to Northshore on the terms and conditions herein; and

WHEREAS, the Parties are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into this Agreement to allow the Parties to cooperate with each other to provide high-quality services to the public in the most efficient manner possible.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

II. TERMS

1. **Purpose.** The purpose of this Agreement is to establish a contractual arrangement under which Bothell shall provide the services, as defined herein, to Northshore.
2. **Headings.** The headings in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
3. **Term.** This Agreement shall become effective on April 1, 2020 (the “Effective Date”) and shall remain in effect until July 31, 2020 (the “Termination Date”), unless otherwise terminated as provided below. The Parties may renew this Agreement for additional 30-day terms upon written approval of each Party’s legislative body.

3.1 This Agreement may be terminated: (1) without cause prior to the Termination Date upon 30 days’ advance written notice by either Party to the other; or (2) for cause based on a material breach of this Agreement prior to the Termination Date upon 15 days’ advance written notice to the breaching party and opportunity to cure. Upon termination, Bothell shall be relieved from any further obligation to provide services hereunder, and Northshore shall be

liable only for payment attributable to the services rendered prior to the effective date of termination.

4. **Services.** Bothell shall, upon request, provide the services generally outlined in **Exhibit A** (the “Services”) to Northshore, attached herewith and incorporated by this reference. It is recognized that Bothell’s Deputy Fire Chief will ordinarily perform the Services from Bothell’s administrative offices; provided, however, that Bothell’s Deputy Fire Chief shall make regular visits to the Northshore administrative offices, as appropriate, to carry out the intent of this Agreement.

5. **Compensation for Services.** Northshore shall pay Bothell \$8,912.13 per month (prorated for any partial months) (the “Fee”), which the Parties agree is full and true value for the Services.

5.1 The Fee is based on the Parties sharing Deputy Fire Chief services and using the Bothell Deputy Fire Chief’s total cost of compensation. Bothell shall provide not less than ten (10) calendar days’ notice of any increase in the Deputy Fire Chief’s total cost of compensation, and the Fee shall be adjusted thereafter to account for the increase in such total cost of compensation.

5.2 Bothell shall issue a monthly invoice for the Fee on the last day of the month; payment shall be due from Northshore within 30 days of receipt.

5.3 Any adjustments to the Fee, other than that set out in 5.1 above, shall be mutually agreed upon in a written addendum to this Agreement.

6. **Indemnification.** To the extent permitted by law, each Party shall defend, indemnify and hold the other Party, its officers, officials, employees and volunteers harmless from any and all claims, damages, losses and expenses, including, but not limited to attorneys’ and expert’s fees, (collectively a “claim”) arising out of or resulting from the acts, errors or omissions of that Party, its officers and employees under this Agreement. A Party’s indemnification duty shall not apply to liability for damages arising out of claims caused by or resulting in whole from the negligence of the other Party or its agents or employees. A Party’s indemnification duty for liability for damages arising out of claims caused by or resulting from the concurrent negligence of (a) the other Party, and its agents or employees, and (b) that Party, and its agents or employees, shall apply only to the extent of negligence of that Party, and its agents or employees.

EACH PARTY SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED IT UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. FURTHER, THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS’ COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS PROVIDED THE INDEMNIFYING PARTY’S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS BETWEEN THE PARTIES, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY A PARTY’S EMPLOYEES DIRECTLY AGAINST THAT PARTY.

7. **Insurance.** The Parties shall procure and maintain without interruption during the term of this Agreement, in a company or companies lawfully authorized to do business in the State of Washington, an occurrence-based comprehensive general liability policy covering all claims for personal injury (including death) and/or property damage arising out of or related to this Agreement. The limits of liability shall be not less than One Million Dollars (\$1,000,000) for both bodily injury and property damage liability per occurrence and Two Million Dollars (\$2,000,000) general aggregate stop loss. The insurance provisions in this entire section (including subsections) may be satisfied by membership in the Washington Cities Insurance Authority risk pool.

7.1 The insurance policies required to be maintained under this Agreement shall (a) name the other Party as additional named insureds on use of the Property; (b) be written as a primary policy and non-contributory insurance with respect to the other Party; (c) not contain a "cross liability" or similar exclusion that would bar coverage for claims between or among insureds; (d) contain a severability of interest provision in favor of the other Party; and (e) contain an express waiver of any right of subrogation by the insurance company against the other Party.

7.2 Northshore shall purchase and maintain employment practices liability insurance in the amount of \$1,000,000 per claim. Bothell shall be named as an additional insured on Northshore's employment practices insurance provided that such insurance shall apply to Bothell only while its employees are engaged in rendering services to Northshore under this Agreement. Evidence of employment practices liability insurance shall be furnished and approved by Bothell prior to commencement of service performance by Bothell for Northshore.

8. **Compliance with Laws.** The Parties, in performance of this Agreement, shall comply with all applicable local, State and/or Federal laws and ordinances, including standards for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.

9. **Non-Discrimination in Employment and Services.** The Parties are equal opportunity employers, and shall not discriminate against any employee or applicant on the grounds of race, color, religion, sex, sexual orientation, national origin, creed, marital status, age, veteran status, or the presence of any disability; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the particular worker involved from performing the occupational requirements of the job. The Parties shall not, on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status or the presence of any disability deny any individual any services or other benefits provided under this Agreement.

10. **Not Employees of Other Party.** Nothing in this Agreement shall be interpreted as Northshore becoming the employer of Bothell's Deputy Fire Chief or other personnel. Neither Party shall assume any liability for the direct payment of any salary, wages or other compensation of any type to any of the other Party's personnel performing services hereunder. No agent, employee or other representative of the Parties shall be deemed to be an employee of the other Party for any reason.

11. **Assignment.** The Parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other Party.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

20. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the administrative services contained in this Agreement, and this Agreement supersedes all their previous understandings and agreements, written and oral, with respect thereto. This Agreement may be amended only by written instrument executed by the Parties subsequent to the date hereof.

21. **Severability.** If any section, subsection, sentence, clause or phrase of this Agreement is for any reason found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions so long as the ultimate purposes of this Agreement are not frustrated by such ruling.

IN WITNESS WHEREOF, this Agreement has been executed by each Party on the date set forth below:

CITY OF BOTHELL

**KING COUNTY FIRE PROTECTION
DISTRICT NO. 16**

By: *Jennifer Phillips*
Jennifer Phillips (Apr 8, 2020)
Jennifer Phillips, City Manager

By: *David C. Maehren*
David C. Maehren (Apr 13, 2020)
David Maehren, Chair
Board of Fire Commissioners

Date: Apr 8, 2020

Date: Apr 13, 2020

APPROVED AS TO FORM:

Paul Byrne
Paul Byrne (Apr 8, 2020)
Paul Byrne, City Attorney

Date: Apr 8, 2020

EXHIBIT A

SCOPE OF WORK

Bothell and Northshore will continue to maintain separate policies and the two agencies' adopted level of service.

Bothell's Deputy Fire Chief shall administrate the response operations divisions separately with Northshore providing the following administrative support:

1. Northshore's current employees will provide Northshore-specific knowledge and support;
2. Northshore will provide administrative support staff to conduct Northshore business.

The performance of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customer practices of the Parties.

No provision of this Agreement shall relieve either Party of its public agency obligations and/or responsibilities imposed by law. Neither Party intends, by virtue of this Agreement, to effect or authorize any delegation of its authority to establish or amend policies, enter into agreements or take any other action as is within its authority and discretion under law.

The Bothell Deputy Fire Chief shall provide response operations oversight services and all provisions of the Deputy Chief of Operations job description to Northshore, while working closely with the current administrative support staff, including, without limitation, the following:

- A. Serving as the liaison between the response operations personnel and the Fire Chief;
- B. Planning, organizing and directing the response operations details of the District;
- C. Working on special projects assigned by the Fire Chief, which may include working on incremental progress toward regionalization efforts;
- D. Maintaining a working environment conducive to positive morale, appropriate discipline and productivity, quality, initiative and teamwork;
- E. Representing Northshore (in addition to Bothell) at regional meetings, such as King County Ops Chiefs, Zone 1 Ops Chiefs, North King County Training Consortium, etc.; and
- F. Attending, upon request of the Fire Chief, the meetings of the Northshore's Board of Fire Commissioners and necessary standing committee meetings. Additional Northshore-specific meetings may be scheduled, as necessary.

See Northshore's Deputy Chief job description.

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City of Bothell™

TO: Mayor Olsen and Members of the Bothell City Council

FROM: Michael Kattermann, Community Development Director
Sarah Desimone, Historic Preservation Consultant (presenter)

DATE: July 21, 2020

SUBJECT: Public Hearing and Consideration of Proposed Amendments to Title 22
Landmark Preservation Code.

POLICY CONSIDERATION: This item asks the City Council to hold a public hearing for the purpose of adopting proposed amendments to the Landmark Preservation code. Council is also being asked to consider whether the proposed amendments will adequately provide for the preservation of historic buildings without placing an undue burden on owners of those buildings. One specific policy consideration is whether to require more than a simple majority of property owners for nomination of a historic district.

If approved, the amendments have the potential to impact owners of historic properties and the general character of the city by strengthening the requirements for Bothell Register historic districts and the demolition of historic properties.

HISTORY:	DATE	ACTION
	MARCH 28, 2017	Landmark Preservation Board (LPB) study session
	FEBRUARY 27, 2018	LPB study session
	OCTOBER 15, 2019	LPB study session
	NOVEMBER 20, 2019	LPB/Planning Commission joint study session
	NOVEMBER 26, 2019	LPB recommendation to adopt amendments to Title 22

At their regular meeting on September 27, 2016, the Landmark Preservation Board initiated a review of Title 22 of the Bothell Municipal Code as it pertained to historic districts, in response to the nomination of the Graham-Fries local historic district. The Graham-Fries nomination was originally submitted with 100% owner consent and approved by the board as such. However, before the nomination was scheduled to go before City Council, one of the property owners withdrew consent. The current landmark preservation code requires that district nominations need only a simple majority for owner consent, but does not specify how district controls would apply to properties that do not give consent. As a

result, staff pulled the nomination from the Council agenda until the details could be worked out and the code could be amended.

The Landmark Preservation Board held a study session on March 28, 2017, to review Title 22 and discuss possible amendments. They then held a second study session on February 27, 2018, to review amendments proposed by staff.

Due to a number of leadership changes within the Community Development department, work on the proposed amendments was postponed until 2019 when the board included Title 22 Amendments in their work program. Staff has since been working with the Community Development Director and City Attorney on amendments to Title 22, which now include more than just the historic district language and are intended to strengthen and clarify Bothell's Landmark Preservation regulations as a whole.

DISCUSSION: The substantive changes within the proposed amendments include modifications to the Bothell Register designation criteria, historic district nomination procedures and requirements, and the demolition permit requirements for buildings on the Historic Resources Inventory (HRI). Other changes throughout the chapter serve to clarify the existing regulations and/or update the code to be consistent with current historic preservation and legal best practices. See below for explanations of substantive changes:

22.16.010 Designation Criteria: removal of current criterion *M: it is on the State or National Register*; addition of new criterion *M: it is a property achieving significance within the past 50 years if it is of exceptional importance or if it is an integral part of a district eligible for listing in the Bothell Register of Historic Landmarks*

The Washington Department of Archeology and Historic Preservation requested that all references to the state and national registers be removed. National and State designations are intended to be honorary and should not be regulated at the local level. In addition, a local register nomination form needs to explain how and why a property is significant in order to determine how controls are applied, i.e. what characteristics are significant and should be protected. If a nomination just says "it is on the national or state register," that does not give the City a basis for protection of the resource.

Proposed new designation criteria would allow properties less than fifty years old to be nominated to the Bothell Register of Historic Landmarks (BRHL) if they are of exceptional importance. This is in line with current historic preservation

practice and is outlined in the National Park Service document, *Guidelines for Evaluating and Nominating Properties that Have Achieved Significance Within the Past Fifty Years* (Sherfy & Luce,1998). This would also allow properties that are less than fifty years old to be considered contributing properties in a historic district if they fit within the district's historic context.

22.20.020 Submittal Requirements: expanded to include specifics about obtaining consent for individual and district nominations. The current language simply states that the property owner must give consent for individual nominations and *a simple majority of property owners shall be adequate for district nominations.*

The proposed language outlines specific requirements for both individual and district nominations as follows:

- i. Individual nominations *must bear the signature of each property owner that would be reflected by a title report.* Current language does not specify that each owner on the title report must sign.
- ii. For historic districts, *a simple majority will be adequate for nomination. Each property in the district will be allocated one (1) vote for such purpose regardless of the number of owners, but the application must be signed for each supporting property in the manner set forth above for individual properties.* Current language is lacking specifics about what constitutes a "simple majority."

One citizen comment was received by email requesting that the Board consider raising the threshold to a supra-majority for owner consent. Staff asks Council to consider whether a simple majority is adequate for owner consent when all property owners within the district will be held to the district design guidelines.

22.24.040 Requirements of Designation: expanded to include designation requirements specific to district nominations. These include the establishment of design standards for each historic district that shall be used as a basis for approving or modifying proposed construction plans and development proposals for any property within the district boundaries whether it is historic or not. The purpose of a historic district is to preserve the architectural qualities and landscape of an entire area, which may include non-historic (termed "non-contributing") resources. If preservation of an entire area is the goal, it follows that non-contributing resources should also be bound by applicable district design guidelines.

The Board received one comment via email arguing against the applicability of design guidelines to non-contributing resources within a historic district. However, if the design guidelines are not made to be applicable to an entire district then that area would not be a district but a collection of individual BRHL properties.

22.28.060 Request for Demolition: current code requires that anyone applying for a demolition permit for any property listed in the city's HRI must prepare a report for consideration of alternatives to demolition prior to the issuance of a demolition permit. If a property is found to be eligible for the BRHL, the application shall be forwarded to the Board for a negotiation of alternatives to demolition. If no alternative to demolition can be reached, the Board can impose mitigative measures in exchange for the loss of the resource.

The proposed amendments to this section modify the demolition permit application process in the following ways:

- i. All applicants will be required to submit a report documenting the history of the property prior to staff review. Documentation is always feasible and staff needs the documentation in order to make a determination of BRHL eligibility. Currently, documentation is listed as an alternative for mitigating demolition.
- ii. Requires staff to make a determination of BRHL eligibility for each property based on information presented in the historical report as submitted by the applicant. Currently, staff must either make a preliminary determination of eligibility prior to receipt of property documentation or conduct their own research in order to make a determination.
- iii. Requires that a consideration of alternatives to demolition be submitted only for properties in a historic district, on the historic register, or eligible for the historic register. Currently it must be submitted for all properties on the HRI regardless of their level of significance. However, many properties do not rise to the level of significance that would necessitate the negotiation of alternatives to demolition.
- iv. Clarifies a provision to waive the documentation and analysis requirements in the case of an "imminent threat to public safety."

Additional amendments serve to simplify language and clarify processes and do not reflect substantive changes.

FISCAL IMPACTS: This item has no financial implications.

ATTACHMENTS: Att-1. Landmark Preservation Board Findings, Conclusions and Recommendation (including annotated version of proposed amendments)
Att-2. Proposed Ordinance

RECOMMENDED ACTION: Adopt the Proposed Ordinance amending Title 22 of the Bothell Municipal Code regarding landmark preservation.

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**CITY OF BOTHELL
DEPARTMENT OF COMMUNITY DEVELOPMENT
18415 101st Ave NE, Bothell, WA 98011
(425)806-6404**

**Findings, Conclusions and Recommendation
Concerning the proposed amendments to
Bothell Municipal Code Title 22 Landmark Preservation**

CODE AMENDMENT REQUESTED BY: Bothell Landmark Preservation Board

GEOGRAPHIC LOCATION: City-wide

MEETING DATE: February 25, 2020

ACTION: Recommend approval of the proposed Title 22 amendments

Cary Westerbeck, Chair Landmark Preservation Board

DATE: February 25, 2020

Attachments:

- 1. Proposed Amendments to BMC Title 22**

FINDINGS

1. History and General Description:

At their regular meeting on September 27, 2016, the Landmark Preservation Board initiated a review of Title 22 as it pertained to historic districts in response to the nomination of the Graham-Fries local historic district. The Graham-Fries nomination was originally submitted with 100% owner consent and approved by the board as such. However, before the nomination was scheduled to go before City Council, one of the property owners withdrew consent. The current landmark preservation code requires that district nominations need only a simple majority for owner consent but does not specify how district controls would apply to properties that do not give consent. As a result, staff pulled the nomination from the City Council agenda until the details could be worked out and the code could be amended.

The Landmark Preservation Board held a study session on March 28, 2017, to review Title 22 and discuss possible amendments. After the study session, the board instructed staff to incorporate their comments into proposed amendments and return for a final review.

Due to a number of leadership changes within the Community Development department, work on the proposed amendments was postponed until 2019 when the board included Title 22 Amendments in their work program. Staff has since been working with the Community Development Director and City Attorney on amendments to Title 22 which now include more than just the historic district language and are intended to strengthen and clarify Bothell's Landmark Preservation regulations as a whole.

3. Geographic location and land area:

The proposed amendments would apply City-Wide

4. Council initiation and direction:

The City Council initiated the Code amendments as part of the 2018 Planning docket.

5. Proposed Action.

The proposed code amendments would strengthen the provisions for historic preservation in Bothell, including:

- a. Clarify and strengthen the language regarding the implementation of local historic districts
- b. Expand the language to include specifics about obtaining consent for individual and district local register nominations
- c. Expand the language to include specific requirements of local register designation for both individual and district nominations
- d. Modify the process by which demolition permits for historic buildings are issued to ensure thorough documentation of demolished resources and remove requirement that applicants provide a consideration of alternatives to demolition

- for properties that are not listed and/or do not meet the requirements to be listed on the local register.
- e. Change the designation criteria to allow properties that are less than fifty years old to be nominated to the local register if they are of exceptional importance or an integral part of an eligible historic district
 - f. Remove references to the National Register of Historic Places and the Washington Heritage Register per DAHP request

6. Landmark Preservation Board Deliberations

a. The Landmark Preservation Board makes the following specific findings regarding the proposed code amendments. These findings are based upon any public testimony received by the Landmark Preservation Board during the public hearing, information provided to the Landmark Preservation Board by staff, and Landmark Preservation Board deliberations.

b. The underlying purpose of these code amendments is to strengthen and clarify Title 22 with specific regard to the establishment of historic districts and the process for obtaining a demolition permit for buildings listed on the Historic Resources Inventory.

c. Requiring all demolition permit applications for properties listed in the city's Historic Resources Inventory, but not eligible for the Bothell Register of Historic Landmarks, to include historical documentation will result in fewer returned applications, faster turnaround times by staff, and better documentation of demolished historic resources.

d. Requiring only buildings, sites, structures and objects eligible for, or listed in, the Bothell Register of Historic Landmarks to prepare a consideration of alternatives to demolition will speed up the application process for both applicants and staff.

e. The purpose of historic districts is to preserve the character of areas in the city that contain high concentrations of intact historic buildings, sites, structures or objects. Strengthening and expanding several code sections relevant to the establishment of historic districts will make it possible to nominate historic districts to the Bothell Register of Historic Landmarks which is in line with the goals of the *Imagine Bothell...* comprehensive plan.

f. The purpose of historic districts is to preserve the character of areas in the city that contain high concentrations of intact historic buildings, sites, structures or objects. A historic district can include both contributing and noncontributing properties, all of which would be subject to historic district design guidelines established as part of the nomination process.

g. The Landmark Preservation Board finds that a simple majority is adequate for owner consent to establish a historic district and makes the following specific findings:

- i. The establishment of one or more historic districts is a public benefit and in line with the goals of the *Imagine Bothell...* comprehensive plan;
- ii. Maintaining the character of Main Street and areas of the city with high concentrations of intact historic buildings is important and in line with the goals of the *Imagine Bothell...* comprehensive plan;

- iii. Design Guidelines proposed for a historic district would be subject to public comment via public meetings and a public hearing;
- iv. Design Guidelines proposed for a historic district would be subject to Planning Commission comment;
- v. Design Guidelines for a historic district would not prevent infill or redevelopment of a property;
- vi. Design Guidelines regulate the aesthetic characteristics of a historic district and are developed specifically for each district
- vii. The purpose of historic districts is to preserve the character of areas in the city that contain high concentrations of intact historic properties and can include both contributing and noncontributing properties, all of which should be subject to historic district guidelines established as part of the nomination process.

7. Applicable *Imagine Bothell...* Comprehensive Plan Goals, Policies and Actions.

The following *Imagine Bothell...* Comprehensive Plan Goals, Policies and Actions support and/or direct the proposed amendments to Title 22: Landmark Preservation:

Historic Preservation Element Goals:

- HP-G1 To honor Bothell's past and provides a perspective for its future by preserving significant historic buildings and archaeological properties and other links to the City's past
- HP-G2 To safeguard the heritage of the City as represented by those buildings, districts, objects, sites and structures which reflect significant elements of the City's history.
- HP-G3 To foster civic and neighborhood pride in the beauty and accomplishments of the past and a sense of identity based on the City's history.
- HP-G4 To stabilize or improve the aesthetic and economic vitality and values of such sites, improvements and objects.
- HP-G5 To assist, encourage and provide incentives to private owners for preservation, restoration, redevelopment and use of outstanding historic buildings, districts, objects, sites and structures.
- HP-G6 To promote and facilitate the early identification and resolution of conflicts between preservation of historic and archaeological resources and alternative land uses.
- HP-G7 To conserve valuable material and energy resources by ongoing use and maintenance of the existing buildings.

Historic Preservation Element Policies:

- HP-P1 Promote the preservation of buildings, sites, objects, and districts which have historic significance for the community through a combination of incentives, regulations and informational activities.

HP-P7 Work with residents and property owners to establish historic districts in areas where historic properties exist or where an area represents a significant connection to Bothell's past.

Historic Preservation Element Actions:

HP-A5 Explore the development of incentives to encourage the preservation or adaptive reuse of properties identified in the Bothell Historic Resources Inventory.

HP-A10 Investigate and bring forth for Landmark Preservation Board, Planning Commission, and City Council consideration a process of nomination/formation of historic districts. Examples of potential historic districts include the Main Street and Eason Avenue areas.

HP-A13 Explore Code amendments which would initiate consideration of a local historic register listing for any nomination to the state or national historic registers.

8. Public Meetings

Public meetings for the proposed amendments were held as follows:

Landmark Preservation Board:

September 27, 2016

March 28, 2017

February 27, 2018

October 15, 2019

November 20, 2019

Planning Commission and Landmark Preservation Board:

November 26, 2019

No public input was received at any of the public meetings.

Two public comments were received via email.

9. Public Notice

Public notice was provided through the following methods:

a. *Imagine Bothell...* notice. The City of Bothell provides a monthly notice to citizens, interested parties and news media which, in general, describes upcoming hearings, the topics of those hearings, and explains potential ramifications of decisions which may occur from actions of the City. This notice is provided at the end of the month for the subsequent month's hearing schedule. The *Imagine Bothell...* notice also contains information which directs inquiries to city staff, the City web page, and telephone contact numbers.

Notice of the public meeting dates for the proposed code amendment was published in the November and December 2019 and January 2020 editions of the *Imagine Bothell...* notice.

b. The *Imagine Bothell...* notice is sent via e-mail and/or regular U.S. Posta Service mail

to all parties who have signed up for the service.

- c. The *Imagine Bothell...* notice is published in the *Seattle Times*, the City's Newspaper of Record
- d. The *Imagine Bothell...* notice is also posted on the City's web page at:

www.bothellwa.gov
- e. The City maintains a number of public notice boards which are placed throughout the City at certain accessible and visible locations. Each of these notice boards contains a plastic box where copies of the notice are stored for retrieval by any interested party.
- f. The *Imagine Bothell...* notice is also publicly posted at City Hall, the Municipal Court Building, and the Bothell Post Office.

10. Department of Commerce Review

The proposed amendments were submitted to the Department of Commerce for Review on January 8, 2020.

11. SEPA review

The State Environmental Policy Act (SEPA) Responsible Official issued a Determination of Nonsignificance (DNS) on October 3, 2019.

12. List of Exhibits

No outside exhibits were submitted regarding the proposed code amendments. Staff reports were prepared for the Landmark Preservation Board meetings on October 15, 2019 and November 20, 2019 and for the joint study session with the Planning Commission on November 20, 2019.

Meeting packets can be found at: <http://www.ci.bothell.wa.us/AgendaCenter/Historic-Preservation-Landmarks-Commissi-3> and <http://www.bothellwa.gov/AgendaCenter/Planning-Commission-4>

CONCLUSIONS

1. The proposed Code amendments implement, and are consistent with, the *Imagine Bothell...* Comprehensive Plan and consistent with state law.
2. The Bothell Landmark Preservation Board reviewed and commented on the proposed implementing regulations and made revisions where appropriate. Where proposed regulations would have a direct impact on land use, the Board held joint public meetings with the Planning Commission. The Board therefore, with the Commission's concurrence, hereby transmits recommendations for amendments to Title 22 to the City Council
3. The proposed amendments are in the best interest of the public health, safety and welfare.

RECOMMENDATION

Based on these Findings and Conclusions, the Landmark Preservation Board hereby recommends the council approve amendments to implementing regulations contained within BMC Title 22 as depicted in Attachment 1.

ORDINANCE NO. _____ (2020)

AN ORDINANCE OF THE CITY OF BOTHELL, WASHINGTON,
AMENDING VARIOUS SECTIONS OF TITLE 22, LANDMARK
PRESERVATION, OF THE BOTHELL MUNICIPAL CODE.

WHEREAS, chapter 36.70A RCW, also known as the Growth Management Act (“the Act”), requires that cities subject to the Act adopt comprehensive plans and implementing development regulations consistent with the Act; and

WHEREAS, in accordance with the Act, the Bothell City Council, in 1994, adopted the *Imagine Bothell... Comprehensive Plan* and, in 1996, adopted implementing development regulations via amendments to the Bothell Municipal Code (BMC); and

WHEREAS, the Act provides that each jurisdiction’s comprehensive land use plan and development regulations shall be subject to continuing review and evaluation; and

WHEREAS, the City of Bothell has adopted numerous amendments to the Plan and Code since 1994 and 1996, respectively; and

WHEREAS, the City Council initiated these Landmark Preservation Code Amendments as part of the 2019 Planning Docket; and

WHEREAS, the Bothell Landmark Preservation Board, with consultation from the Planning Commission, recommends amendments to strengthen the Landmark Preservation provisions for preserving and restoring the historic character of the City of Bothell; and

WHEREAS, upon due consideration, the City Council finds that adoption of the recommended Landmark Preservation Code Amendments is in the public interest and welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BOTHELL, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. The findings and conclusions of the Landmark Preservation Board are hereby adopted by reference.

Section 2. Section 22.08.020 of the Bothell Municipal Code (BMC), and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), is hereby amended as follows, with new text shown by underline, deleted text shown in ~~strike through~~; all other provisions of these sections shall remain unchanged and in full force:

22.08.020 Bothell historic inventory.

“Bothell historic inventory” or “inventory” means the ~~comprehensive inventory of historic resources within the city of Bothell and/or the planning area of the city~~ database containing building descriptions and evaluations of potential historic resources.

Section 3. BMC 22.08.040, and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force:

22.08.040 Bothell register of historic landmarks.

“Bothell register of historic landmarks” or “register” means the local listing of properties and historic districts provided for in Chapters 22.16, 22.20 and 22.24 BMC.

Section 4. BMC 22.08.060, and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force:

22.08.060 Certificate of appropriateness.

“Certificate of appropriateness” means the action of the board after it has reviewed the proposed changes to the exterior of a register property, or a property within a historic district, or to the interior of a register property if interior features were a contributing factor in the property’s designation, and certified the changes as not adversely affecting the historic characteristics of the property which contribute to its designation. The exterior of a property may include any significant outside features that contributed to the property’s listing, such as, but not limited to, outbuildings, garden features, etc.

Section 5. A new section shall be added to chapter 22.08 BMC, to be codified as BMC 22.08.071, to read as follows:

22.08.071 Contributing property.

Any building, object, site, or structure within the boundaries of a historic district that dates from the historic period of significance and contributes to the significance and character of the district through its historical associations and/or architectural values.

Section 6. BMC 22.08.080, and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force:

22.08.080 District.

“District” or “historic district” means a designated, geographically definable defined area, urban or rural, small or large, possessing a significant concentration, linkage or continuity of buildings, objects, sites and/or structures united by past events or aesthetically by plan or physical development that has been listed in the Bothell Register of Historic Landmarks.

Section 7. A new section shall be added to chapter 22.08 BMC, to be codified as BMC 22.08.125, to read as follows:

22.08.125 Non-Contributing property.

Any building, object, site, or structure within the boundaries of a historic district that does not date from the historic period of significance or due to alterations or other factors does not contribute to the district’s historic significance or character.

Section 8. BMC 22.08.180, and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force:

22.08.180 State Register of Historic Places.

“State Register of Historic Places” means the state listing of properties significant to the community, state or nation ~~but which do not meet the criteria of the National Register.~~

Section 9. BMC 22.08.200, and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force:

22.08.200 Washington State Advisory Council’s Standards for the Rehabilitation and Maintenance of Historic Properties.

“Washington State Advisory Council’s Standards for the Rehabilitation and Maintenance of Historic Properties” or “State Advisory’s Council’s Standards” means the rehabilitation and maintenance standards used by the Bothell Landmark Preservation Board as minimum requirements for determining whether or not a historic property is eligible for special valuation and whether or not the property continues to be

eligible for special valuation once it has been so classified, ~~as defined by the Secretary of the Interior's Standards for Rehabilitation (Department of the Interior's Regulations, 36 CFR 67).~~

Section 10. BMC 22.12.030, and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force:

22.12.030 Meetings – Quorum – Rules and regulations.

A regular meeting shall be held. A majority of the board constitutes a quorum for the transaction of business and the votes of a majority of the quorum shall be necessary to carry out any proposition. The board shall adopt rules for the transaction of its business and shall keep written minutes of its meetings and findings. Members of the board shall elect one of the members to serve as chair and another member to serve as vice-chair. The vice-chair shall serve as chair in the absence of the chair.

Section 11. BMC 22.16.010, and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force:

22.16.010 Criteria for historic landmark designation.

Any building, district, object, site or structure which is more than 50 years old may be designated for inclusion in the Bothell register if it is significantly associated with the history, architecture, archaeology, engineering or cultural heritage of the community. The property must also possess integrity of location, design, materials, workmanship and association and must fall into one or more of the following categories:

- A. It is associated with events that have made a significant contribution to the broad patterns of local, state or national history;
- B. It is associated with the lives of persons significant in the local, state or national history;
- C. It exemplifies or reflects special elements of the city's cultural, political, special, aesthetic, engineering, architectural or economic history;
- D. It embodies the distinctive architectural characteristics of a type, style, period or method of designing or construction, or represents a significant and distinguishable entity whose components may lack individual distinction;

E. It is the outstanding work of an architect, designer or builder who has made a substantial contribution to the art;

F. It has yielded, or may be likely to yield, information important in prehistory or history;

G. Because of its prominence of spatial location, contrasts of siting, age or scale, it is an easily identifiable visual feature of its neighborhood or the identity of such neighborhood or the city;

H. It is a building or structure removed from its original location but which is significant primarily for architectural value, or which is the only surviving structure significantly associated with a historic person or event;

I. It is a birthplace or grave of a historical figure of outstanding importance and is the only surviving structure or site associated with that person;

J. It is a cemetery which derives its primary significance from age, from distinctive design features, or from association with historic events or cultural patterns;

K. It is a reconstructed building that has been executed in a historically accurate manner on the original site;

L. It is a creative and unique example of folk architecture and design created by persons not formally trained in the architectural or design professions, and which does not fit into formal architectural or historical categories;

M. ~~It is on the State or National Register.~~ It is a property achieving significance within the past 50 years if it is of exceptional importance or if it is an integral part of a district eligible for listing in the Bothell Register of Historic Landmarks.

Section 12. BMC 22.20.010, and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force:

22.20.010 Bothell register nomination process Source of nominations.

~~The Board or Any~~ any person may nominate any building, district, object, site or structure for inclusion in the Bothell register. ~~In cases where the board nominates a building, district, object, site or structure with the consent of the property owner for inclusion in the State and/or National Register, or becomes aware via notification from the Washington State Office of Archaeology and Historic Preservation or other means of such a nomination submitted by another party, the board may initiate proceedings to~~

~~nominate said building, district, object, site or structure for inclusion in the local register, in accordance with BMC 22.20.020 and 22.24.010 through 22.24.090.~~

Section 13. BMC 22.20.020, and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force:

22.20.020 ~~Bothell register submittal process~~ Submittal requirements.

A. ~~The city's community development department shall provide a nomination form to the applicant. For individual property nominations, the~~ The application must bear the signature of ~~the private property owner(s).~~ each property owner that would be reflected by a title report. For nomination ~~in the case of historic districts, a simple majority of private property owners properties within the district will be adequate for owner consent nomination. Each property in the district will be allocated one (1) vote for such purpose regardless of the number of owners, but the application must be signed for each supporting property in the manner set forth above for individual properties. For district nominations, a complete listing of contributing and non-contributing properties is required. When the community development department is satisfied as to the completeness and accuracy of the information, the nomination shall be referred within one month to the board for a public meeting. Once the nomination is scheduled for a public meeting, the community development department will notify the owner(s) and the applicant of the nominated property of the date of the meeting and of the benefits and conditions which may result from designation. Prior to the board's meeting, the community development department shall transmit to board members copies of the nominations of properties to be considered for designation with any other appropriate materials. (Ord. 2069 § 2 (Exh. B), 2011; Ord. 1946 § 5, 2005; Ord. 1635 § 1, 1996; Ord. 1484 § 3, 1992; Ord. 1258 § 1, 1987).~~

B. ~~When the community development department is satisfied as to the completeness and accuracy of the information, the nomination shall be referred within one month to the board for a public at their next regular meeting. Once the nomination is scheduled for a public meeting, the community development department will notify the owner(s) and the applicant of the nominated property of the date of the meeting and of the benefits and conditions which may result from designation. Prior to the board's meeting, the community development department shall transmit to board members copies of the nominations of properties to be considered for designation with any other appropriate materials.~~

Section 14. BMC 22.24.010, and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force:

22.24.010 Preliminary designation to the Bothell register Board review of nomination.

At a public ~~meeting~~ hearing, the board shall take testimony concerning the nomination and, based on findings of fact, shall make a recommendation to the council as to the designation. The board may decide to:

- A. Recommend approval of the designation ~~of the property~~;
- B. Recommend approval of the designation with conditions;
- C. ~~Deny~~ Recommend denial of the designation ~~of the property~~; or
- D. Defer the consideration of the nomination to a continued public ~~meeting or a public hearing, if necessary, in order to receive additional information or testimony or take additional time to prepare a recommendation.~~

Section 15. BMC 22.24.020 regarding contract agreements, and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), are hereby **repealed**; all other provisions of these sections shall remain unchanged and in full force.

Section 16. BMC 22.24.030, and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force:

22.24.030 Findings of fact.

After the public ~~meeting~~ hearing, the board shall enter findings of fact with reference to the designation criteria. These findings of fact will be forwarded, along with the recommendation, to the council with the ~~proposed contract~~ requirements of designation.

Section 17. BMC 22.24.040, and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force:

22.24.040 Notification of results recommendation.

The community development department shall inform the owner(s) of the board's recommendation and reasons therefor and provide a copy of all materials forwarded to the council, including the. ~~The owner(s) shall also be notified of recommended requirements of designation, the necessity of applying for a certificate of appropriateness for action which would alter the exterior of the property if the~~

~~recommendation is for approval, or to the interior of a register property if interior features were a contributing factor in the property's designation. The exterior of a property may include any significant outside features that contributed to the property's listing, such as, but not limited to, outbuildings, garden features, etc. All interested parties of record and all affected city agencies shall be informed of the preliminary designation recommendation and, if the recommendation is for approval, of any responsibilities they may have in regard to a certificate of appropriateness. The owner(s) shall be informed of any incentives which may be available for the maintenance of the property. Recommendations that include specific design standards that will be codified shall be reviewed and approved by the Planning Commission prior to Council action on the board's recommendation.~~

Section 18. A new section shall be added to chapter 22.24 BMC, to be codified as BMC 22.24.045, to read as follows:

22.24.045 Requirements of designation.

A. Any owner(s) who desires to have their property designated individually as a historic landmark shall enter into a contractual agreement with the city upon the approval of the city council. The owner(s) shall agree to appropriate management standards for the exterior of the property, including those listed in BMC 22.28.010, or to the interior of a register property if interior features were a contributing factor in the property's designation, in consideration for the board's recommendation that the owner's property be designated in the Bothell Register. The exterior of a property may include any significant outside features that contributed to the property's listing, such as, but not limited to, outbuildings, garden features, etc. The contractual arrangement may include economic incentives and negotiated standards as specified in BMC 22.24.080.

B. In the case of historic districts, design standards specific to each historic district shall be compiled as part of the designation process and used as a basis for approving or modifying any proposed construction plans and development proposals for both contributing and non-contributing properties and new construction within the district boundaries. Upon adoption by City Council, these standards shall supersede the city's corresponding development and design standards within the historic district. All actions within the boundaries of the historic district that affect a condition upon which historic landmark designation was granted and that also require a city permit shall be subject to Landmark Preservation Board review prior to issuance of said permit.

Section 19. BMC 22.24.050, and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force:

22.24.050 Council action.

A. The council should act on the recommendation of the board within ~~30~~120 days of the recommendation. Once a final decision is made, the community development department shall notify the board, the property owner and affected city agencies.

B. ~~After a contractual agreement is executed, f~~Final designation occurs when the City Council executes a contractual agreement for an individual property, or adopts a district inventory and specific design standards for a historic district. shall be made and Upon such designation, the property or district shall be placed upon the Bothell register of historic landmarks. Properties listed on the Bothell register of historic landmarks shall be recorded on official zoning records with an "HR" for historic register designation. This designation shall not change or modify be in addition to the underlying zone classification.

Section 20. BMC 22.24.060, and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force:

22.24.060 Appeal.

The action of the city council approving or disapproving a designation to the historic register shall be final and conclusive unless ~~within 10 days of the date of the decision the applicant or adverse party makes application to the superior court for a writ of certiorari, writ of prohibition or writ of mandamus. Upon granting the writ the city clerk shall prepare, at the expense of the appellant, a certified copy of the record of the city and file the same with the clerk of the superior court under the case number of the application for writ~~ appealed to the superior court.

Section 21. BMC 22.24.070, and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force:

22.24.070 Effects of listing on the register.

Prior to the commencement of any work on an individual register property or property within a historic district, excluding the exemptions listed in BMC 22.28.020, the owner shall request a certificate of appropriateness from the board for the proposed work. A certificate of appropriateness could be required for work including, but not limited to, altering the exterior of the property or to the interior of a register property if interior features were a contributing factor in the property's or district's designation. The exterior of a property may include any significant outside features that contributed to the

property's listing, such as, but not limited to, outbuildings, garden features, etc. No required building or other construction-level permits shall be issued by the city prior to issuance of a certificate of appropriateness, if required.

Section 22. BMC 22.24.080, and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force:

22.24.080 Economic incentives and negotiated standards.

In order to promote the preservation, restoration, and rehabilitation of historic landmarks, the city may grant property owners certain economic incentives and/or negotiate the relaxation or modification of certain land use or design standards. Opportunities include (but are not limited to):

- A. Properties on the register or within a historic district may apply for tax relief through the special property tax valuation, Chapter 22.32 BMC.
- B. Properties on the register or within a historic district may apply for a change of use through the zoning special exception, BMC 22.28.~~090055~~.
- C. Properties on the register or within a historic district may be eligible, if requested by the private property owner, for relaxation of certain building code requirements through the application of the 2009 International Existing Building Code (IEBC). However, no such application shall cause any building or structure to be more hazardous, based on life safety, fire safety, and sanitation, than the existing building.
- D. Properties on the register or within a historic district may be eligible for further negotiation and flexibility in the easing of other building construction, design, and zoning regulations on a case-by-case basis. In such cases, the board may make a recommendation to the city council and the council should consider this information prior to determining whether to grant the requested action.
- E. Properties on the register or within a historic district may be eligible for certain grants.

Section 23. BMC 22.24.090, and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force:

22.24.090 Removal of designation.

In the event that any property is no longer deemed appropriate for designation as a historic landmark, such designation may be removed by the same procedure as provided for establishing the designation, except that owner consent is not needed.

Section 24. BMC 22.28.010, and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force:

22.28.010 ~~Changes to properties on register – Changes to properties on inventory~~ Applicability.

A. No person shall construct any new building or structure or reconstruct, alter, restore, remodel, repair, move or demolish any existing property on the register or within a historic district on the register without review by the board and without receipt of a certificate of appropriateness, or, in the case of demolition, a waiver, as a result of the review. The review shall apply to all exterior and interior features of the property that contribute to its designation.

B. Any proposal to demolish a property which is on the Bothell historic inventory but not on the register or within a historic district on the register shall not require a waiver of a certificate of appropriateness but shall be subject to the applicable regulations in BMC 22.28.060 through the permit review process. Any other change to a property which is on the inventory but not on the register or within a historic district on the register is not subject to the regulations in this chapter.

Section 25. BMC 22.28.020, and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force:

22.28.020 Exemptions from review requirements for register properties.

The following activities are exempt from review and a certificate of appropriateness:

- A. Proposals to change the color of a building or structure;
- B. Proposals to perform ordinary maintenance or repair. Materials used to perform such maintenance and repairs should replicate those present on the structure;
- C. Emergency repairs;

D. Any property interior unless character-defining features of the interior or other applicable areas were specified in the landmark ~~nomination~~ designation.

Section 26. BMC 22.28.030, and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force:

22.28.030 Requests for review and issuance of a certificate of appropriateness.

Any time the owner of property which is designated as a historic landmark or is within a historic district submits an application to the city for an action requiring a certificate of appropriateness, a request shall be made to the board for review of the proposed action. ~~The request may be made by the city agency charged with jurisdiction for permitting or denying the application or by the property owner prior to approaching the city.~~ No permits which will affect a register property as listed in BMC 22.28.010 will be issued until a certificate of appropriateness or waiver has been issued.

Section 27. BMC 22.28.040, and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force:

22.28.040 ~~Transmittal~~ Submittal of request.

~~Copies of the~~ The request for a certificate of appropriateness and any supplemental information shall be ~~forwarded~~ submitted to the ~~board~~ community development department. The community development department will review the material for completeness and request additional information from the applicant as necessary. Upon determination of a complete application, community development staff shall forward the materials to the board, property owner(s) and/or applicant and interested parties of record prior to the board meeting.

Section 28. BMC 22.28.050, and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force:

22.28.050 Board review.

At its next scheduled meeting, the board should review the request and decide whether to issue a certificate of appropriateness. The board shall transmit its findings of fact to the appropriate administrator. Any conditions agreed to by the applicant in this review

process shall become conditions of the approval of the permits granted. If the owner agrees to the board's recommendations, a certificate of appropriateness shall be awarded by the board according to the standards established in the board's rules.

Section 29. BMC 22.28.060, and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force:

22.28.060 Requests for demolition. Demolition — Consideration of alternatives — Applicable process for properties on the historic register or within a district on the historic register — Applicable process for properties on the historic inventory but not on the register.

A. Anyone applying for a demolition permit for a property on the historic register or within a district on the historic register, or for a property on the historic inventory but not on the historic register, shall ~~prepare a report analyzing~~ submit the following information with the request for demolition:

1. A report documenting the structure as a whole and its individual architectural features in photographs, drawings, and text in accordance with Bothell's Property Research Guide as maintained by the community development department;

2. For properties on the historic inventory but not on the historic register, staff will make a determination of eligibility for the Bothell register based on the documentation above;

3. For contributing properties within a historic district, or for properties on the historic register or eligible for the historic register, the report shall also contain a thorough, deliberative analysis of each of the following alternatives (listed in descending order of preference) as to their feasibility:

4. a. Redesigning the project to avoid any impact to the structure or its setting;

2. b. Incorporating the structure into the overall design of the project;

3. c. Converting the structure into another use (adaptive reuse);

4. d. Relocating the structure on the property;

5. ~~e.~~ Relocating the structure to another property within the city of Bothell or its planning area; or

6. ~~f.~~ Relocating the structure to another property within King and or Snohomish County; or

~~7. g. Relocating the structure to another property within Washington State;~~

~~8. h. Salvaging from the structure historically significant architectural features and building materials.;~~

~~9. Documenting the structure as a whole and its individual architectural features in photographs, drawings, and/or text. Such documentation shall be submitted to, and archived by, the city.~~

~~The report shall consist of thorough, deliberative analyses of each of the alternatives, explaining why each alternative is or is not feasible.~~

B. Any application for a demolition permit for a property on the historic register or within a historic district on the register shall be referred to the landmark preservation board for consideration of a waiver of a certificate of appropriateness prior to any action on the demolition permit. Such waiver shall be processed as follows:

1. An applicant for a permit to demolish a historic landmark shall meet with the board in an attempt to find alternatives to demolition of the property. Alternatives to be considered include but are not limited to those identified in subsection A of this section. These negotiations may last no longer than 45 days from the initial meeting of the board, unless either party requests an extension.

2. If no such request for an extension is made and no alternative to demolition has been agreed to, the board shall act and advise the official in charge of issuing a demolition permit of the approval or denial of the waiver of a certificate of appropriateness for demolition.

3. Conditions in the case of granting a demolition permit may include allowing the board up to 45 additional days to consider alternatives to demolition, including but not limited to the alternatives set forth in subsection A of this section.

4. When issuing a waiver, the board may require the landowner to mitigate the loss of the historic landmark by means determined by the board at the meeting.

5. After the property is demolished, the board shall initiate removal of the property from the register.

C. Any application for a demolition permit for a property on the historic inventory that meets the criteria necessary to be listed on the local has been determined to be eligible for the Bothell register (BMC 22.16.010) but that has not been listed shall be referred to the board for negotiation of alternatives to demolition. ~~At at the next regularly scheduled meeting of the board shall meet with the applicant in an attempt to find alternatives to demolition of the property.~~ These negotiations may last no longer than

45 days unless both parties agree to an extension. If no alternative to demolition can be found, the board may take up to 45 additional days to develop ~~mitigative~~ mitigating measures (e.g., ~~to encourage the landowner to salvage significant architectural features of the building, install historical markers or plaques, prepare publications, etc. that provide historical context for the site~~) and to ~~require~~ confirm sufficient documentation of the building as set forth in subsection (A)(9) of this section before the demolition permit is issued.

D. Subsequent to issuance of the waiver of certificate of appropriateness or the director's determination, a demolition permit may be issued; provided, that a building permit has been issued for a new structure on the property occupied by the structure to be demolished; ~~and provided further, that the applicant provides proof of construction financing for said new structure.~~ In the case where a demolition permit is sought because the structure has deteriorated to the point where it has become a safety hazard, this subsection shall not apply.

E. No public funds shall be used to cause or contribute to the demolition of a property on the historic register, within a historic district on the register, or on the historic inventory unless and until all alternatives to demolition have been explored in accordance with this section.

F. In circumstances where an imminent threat to public safety has been documented, the report requirement may be waived by the director of community development in consultation with the city attorney.

Section 30. BMC 22.28.070, and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force:

22.28.070 Appeal of certificate of appropriateness board action.

The board's decision granting, denying or waiving a certificate of appropriateness or conditioning a demolition permit may be appealed to the council within 10 days of the board's decision. The appeal must state the grounds upon which appeal is based. The appeal shall be reviewed by the council only on the records of the board.

Section 31. BMC 22.28.055 regarding zoning special exceptions, and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), is hereby **recodified** as BMC 22.28.090 for purposes of organization; all other provisions of these sections shall remain unchanged and in full force.

Section 32. BMC 22.32.030 BMC, and the corresponding portions of Ordinance 2069 § 2 (Exh. B) (2011), is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force:

22.32.030 Board approval.

The board shall approve applications, agreements and supporting documentation (as required by WAC 254-20-090(4)) for special valuation if the property meets the criteria of Chapter 84.26 RCW or as hereafter amended, and is not altered in a way which adversely affects those elements which contribute to its designation and the owner(s) enters into an agreement with the board which requires the owner(s) for the 10-year period of classification to:

- A. Monitor the property for its continued qualification for special valuation;
- B. Comply with rehabilitation plans and minimum standards of maintenance as defined in the special valuation agreement;
- C. Make the historic aspects of the property accessible to public view one day a year, if the property is not visible from the public right-of-way;
- D. Apply to the board for approval or denial of any demolition or alteration;
- E. Comply with any other provisions in the original agreement as may be appropriate.

Section 33. SEVERABILITY. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 34. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after passage and publication of an approved summary thereof consisting of the title.

Section 35. CORRECTIONS. The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Att-2

APPROVED:

LIAM OLSEN
MAYOR

ATTEST/AUTHENTICATED:

LAURA HATHAWAY
CITY CLERK

APPROVED AS TO FORM:

PAUL BYRNE
CITY ATTORNEY

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO.: _____ (2020)

SUMMARY OF ORDINANCE NO. _____ (2020)

City of Bothell, Washington

On the _____ day of _____, 2020, the City Council of the City of Bothell passed Ordinance No. _____ (2020). A summary of the content of said Ordinance, consisting of the title, is provided as follows:

AN ORDINANCE OF THE CITY OF BOTHELL, WASHINGTON, AMENDING VARIOUS SECTIONS OF TITLE 22, LANDMARK PRESERVATION, OF THE BOTHELL MUNICIPAL CODE.

The full text of this Ordinance will be mailed upon request.

LAURA HATHAWAY
CITY CLERK

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO.: _____ (2020)



City of Bothell™

TO: Mayor Olsen and Members of the Bothell City Council

FROM: Michael Kattermann, Community Development Director
Dave Boyd, Community Development Senior Planner (Presenter)
Sarah Desimone, Historic Preservation Consultant

DATE: July 21, 2020

SUBJECT: Public Hearing and Consideration of an Ordinance Amending Sections of the Downtown Subarea Regulations Providing for Historic Preservation

POLICY CONSIDERATION: This item asks the City Council to hold a public hearing and consider if the proposed amendments to the Downtown Subarea Regulations adequately provide for the preservation and restoration of historic buildings by:

- a. Changing some guidelines to requirements
- b. Expanding and clarifying the Architectural Styles section to better reflect existing styles
- c. Addressing non-conforming building setbacks along one block of Main Street
- d. Revising parking exceptions for ground floor uses on Main Street to incentivize preservation of existing uses and infilling existing gaps
- e. Addressing Main Street uses to better promote lively, transparent storefronts

HISTORY:	DATE	ACTION
	FEBRUARY 19, 2019	City Council initiated amendment
	NOVEMBER 20, 2019	LPB/PC joint study session
	DECEMBER 18, 2019	Planning Commission Public Hearing
	JANUARY 22, 2020	Planning Commission Public Hearing / recommendation

These amendments follow a 2018 code amendment regarding the design review of downtown projects with historic preservation implications. The amendments were initiated to be done in conjunction with Title 22 amendments regarding historic districts and in coordination with the Downtown Landmark and Historic District Feasibility Study.

At their November 2019 joint study session, the Planning Commission was consulted on the Title 22 amendments and the Landmark Preservation Board was consulted on the Chapter 12.64 amendments. The Planning Commission then held public hearings on the Chapter 12.64 Downtown Historic Preservation

Code Amendments in December 2019 and January 2020, resulting in their recommendation.

DISCUSSION: The Downtown Subarea Plan and Regulations establish zoning that allows taller, denser development, especially in the downtown core, balanced by policies, requirements, and guidelines for preserving and restoring historic properties in the traditional city center. Concerns have been raised about whether the historic preservation provisions are strong enough, especially with the fast pace of redevelopment over the past several years. These proposed code amendments are intended to strengthen and clarify the regulations.

The recommendation is informed by experience applying the current code, the analysis done in the Downtown Landmark and Historic District Feasibility Study, and input from the Landmark Preservation Board and downtown business and property owners. Future measures, like establishing one or more downtown historic districts or other programs, may be adopted to bolster these provisions over time, but these amendments enhance existing provisions for preserving and restoring historic buildings in downtown Bothell.

A key part of the amendments is changing several guidelines (measures that *should* be taken) to requirements (measures that *must* be taken) and listing the requirements first for emphasis. Those are found in the Historic Resources Regulations (BMC 12.64.505). Other amendments in this section include recognition that renovations of historic structures can be historically significant in their own right, and addressing both awnings and canopies (as is done in the downtown sign regulations). New guidelines encourage preserving brick even if only part of the original brick remains and maintaining the existing façade line on the north side of Main Street between 101st and 102nd, which is currently set back from the property line (including a cross reference in Section 12.64.203).

As part of the outreach for these amendments, staff met with the Bothell Kenmore Chamber of Commerce's Downtown Action Committee, comprised mostly of Main Street business and property owners (see Attachment 3 for handout distributed to attendees). They expressed concerns about some Main Street uses, which are an important part of the historic character, so amendments to the Building Use section (BMC 12.64.201) were incorporated to ensure that storefronts are open to the street with active retail uses.

Another part of the recommendation is an amendment to the parking exception for ground floor retail uses. Prior to the Downtown Plan, this exception applied to existing *structures*, providing an incentive to retain existing buildings. The current exception for ground floor retail *uses* incentivizes all ground floor retail, whether in an existing or new building. To incentivize re-use of existing retail

buildings and infill of the gaps between them, the recommended amendments to BMC 12.64.101 include existing and infill ground floor retail uses in the parking exception, but not new construction that demolishes existing structures.

Also included are recommended amendments to the Architectural Styles section (BMC 12.64.504) to update and clarify the descriptions of downtown architectural styles. A new category for Mid-20th Century Styles is added and date ranges modified to better reflect the range of commercial styles found in downtown Bothell.

The Planning Commission Findings, Conclusions and Recommendation are included in Attachment 1, together with an annotated version of the amendments, somewhat simplified to highlight the changes by not showing reordering in the ~~striketrough~~/underline format used in the proposed ordinance. Staff had planned on updating the Fig. 12.64.503.A.1 Historic Resources and Downtown Special Review Area following the Planning Commission recommendation, to show current historic inventory properties. The work updating the inventory has been delayed, and since inventory properties are always changing as buildings age to over 50 years, staff has instead removed the inventory properties from the map in the attached proposed ordinance. The proposed ordinance in Attachment 2 shows the full ~~striketrough~~/underline format without annotations.

FISCAL IMPACTS: Staff time for this item is included in the Adopted 2019-2020 Budget, sufficient to fund this item.

ATTACHMENTS:

- Att-1. Planning Commission Findings, Conclusions and Recommendation (including annotated version of proposed amendments)
- Att-2. Proposed Ordinance
- Att-3. Handout distributed at the Downtown Action Committee of the Bothell Chamber of Commerce, January 9, 2020

RECOMMENDED ACTION: Approve the proposed Ordinance, as recommended by the Planning Commission, Amending Sections of the Downtown Subarea Regulations Providing for Historic Preservation.

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Proposed Downtown Historic Preservation Code Amendments

Planning Commission Findings, Conclusions and Recommendation

Findings

1. **History.** This item was initiated by City Council as part of the 2018 Docket of Plan and Code Amendments along with possible amendments to Title 22, Historic Preservation. Work was deferred to 2019 to be done in coordination with the Downtown Landmark and Historic District Feasibility Study.
2. **Geographic Location.** The proposed code amendments would apply to the Downtown Subarea, with some emphasis on the Downtown Special Review Area.
3. **Proposed Action.** The proposed code amendments would strengthen the provisions for historic preservation in downtown Bothell, including:
 - a. Changing some guidelines to requirements
 - b. Expanding and clarifying the Architectural Styles section to better reflect existing styles
 - c. Addressing non-conforming building setbacks along one block of Main Street
 - d. Revising parking exceptions for ground floor uses on Main Street to incentivize preservation of existing uses and infilling existing gaps
 - e. Addressing Main Street uses to better promote lively, transparent storefronts
4. **Public Meetings.** The Planning Commission held a joint study session with the Landmark Preservation Board on November 20, 2019, and a public hearing on December 18, 2019 and January 22, 2020 regarding the proposed Code amendments. Staff also presented the potential code amendments to the Bothell Kenmore Chamber of Commerce's Downtown Action Committee on January 9, 2020.
5. **Public Notice.** Public notice for the proposed code amendments was provided through the following methods:
 - a. *Imagine Bothell...* notice. The City of Bothell provides a monthly notice to citizens, interested parties and news media which, in general, describes upcoming hearings, the topics of those hearings, and explains potential ramifications of decisions which may occur from actions of the City. This notice is provided at the end of the month for the subsequent month's hearing schedule. The *Imagine Bothell...* notice also contains information which directs inquiries to city staff, the City web page, and telephone contact numbers.

Notice of the public meeting dates for the proposed code amendment was published in the November and December 2019 and January 2020 editions of the *Imagine Bothell...* notice.

- b. The *Imagine Bothell...* notice is sent via e-mail and/or regular U.S. Postal Service mail to all parties who have signed up for the service.
- c. The *Imagine Bothell...* notice is published in the *Seattle Times*, the City's Newspaper of Record.
- d. The *Imagine Bothell...* notice is also posted on the City's web page at www.bothellwa.gov.
- e. The City maintains a number of public notice boards which are placed throughout the City at certain accessible and visible locations. Each of these notice boards contains a plastic box where extra copies of the *Imagine Bothell...* notice are stored and are available for retrieval by any interested citizen. These boxes are filled with paper copies of the notice each month.
- f. The *Imagine Bothell...* notice is also publicly posted at City Hall, the Municipal Court Building, and the Bothell Post Office.

Planning Commission Deliberations

- 6. The Planning Commission makes the following specific findings regarding the proposed code amendments. These findings are based upon any public testimony the Planning Commission receives during the public hearing, information provided to the Planning Commission by staff, and Planning Commission deliberations.
- 7. The underlying purpose of these code amendments is to promote the preservation and restoration of Bothell's downtown core, particularly along historic Main Street, with the following priorities, in order of preference:
 - a. Preserving and restoring historic structures in their entirety.
 - b. Preserving historic facades, while allowing new development.
 - c. Providing for new development that respects and complements the historic downtown fabric.
- 8. Changing several guidelines to requirements in the Historic Resources Regulations will strengthen provisions for historic preservation in the Downtown Subarea, and especially along Main Street.
- 9. Adding new elements to the Historic Resources Regulations will address issues not previously addressed.
- 10. Revising the Architectural Styles section will more accurately reflect existing styles and the eclectic character of Bothell's historic downtown.
- 11. Establishing special setbacks for the north side of the 10100 block of Main Street, along with modifications to the special height limits for that area, will preserve the existing street front while offsetting impacts for redevelopment.

12. Amendments to the Building Use regulations will strengthen and clarify the provisions for pedestrian oriented ground floor retail uses along Main Street.
13. Amending the parking exception for ground floor retail on Main Street will incentivize preserving existing ground floor retail and new infill retail development.
14. **Consistency with *Imagine Bothell... Comprehensive Plan Goals and Policies*.**
The Historic Preservation element of the *Imagine Bothell... Comprehensive Plan* contains the following goal and policy which directly support the proposed code amendments:
 - HP-G1 To honor Bothell's past and provide a perspective for its future by preserving significant historic buildings and archaeological properties and other links to the City's past
 - HP-G2 To safeguard the heritage of the City as represented by those buildings, districts, objects, sites and structures which reflect significant elements of the City's history.
 - HP-G3 To foster civic and neighborhood pride in the beauty and accomplishments of the past and a sense of identity based on the City's history.
 - HP-G4 To stabilize or improve the aesthetic and economic vitality and values of such sites, improvements and objects.
 - HP-G5 To assist, encourage and provide incentives to private owners for preservation, restoration, redevelopment and use of outstanding historic buildings, districts, objects, sites and structures.
 - HP-G7 To conserve valuable material and energy resources by ongoing use and maintenance of the existing buildings.
 - HP-P1 Promote the preservation of buildings, sites, objects, and districts which have historic significance for the community through a combination of incentives, regulations and informational activities.
15. **Department of Commerce Review.**
The proposed plan and code amendments will be sent to the Department of Commerce for expedited review following the Planning Commission recommendation.
16. **State Environmental Policy Act (SEPA) Review.**
A SEPA Determination of Non-Significance (DNS) will be issued for the proposed plan and code amendments prior to consideration by City Council.
17. **List of Exhibits.**
No outside exhibits were submitted regarding the proposed code amendments. Staff reports and analyses are included in the packets for the November 20, 2019 joint study session with the Landmark Preservation Board and December 18, 2019 and January 22, 2020 Planning Commission meetings, which can be found at:
<http://www.bothellwa.gov/AgendaCenter/Planning-Commission-4>.

18. **Public Testimony.** There was no public testimony at the November joint Planning Commission / Landmark Preservation Board study session or the December or January Planning Commission meetings.

Conclusions

1. The recommended code amendments have been drafted, noticed, reviewed by the public and considered by the Planning Commission in accordance with all applicable laws of the State of Washington and the City of Bothell.
2. The recommended code amendments are necessary to provide for consistent and clear land use regulation and protection of historic resources in the Downtown Subarea.
3. The recommended Code amendments are in the best interest of the public health, safety and welfare.

Recommendation

Based upon these findings and conclusions, the Planning Commission recommends the City Council adopt the code amendments in Exhibit A to these Findings, Conclusions and Recommendation.

David Vliet, Planning Commission Chair

Proposed Downtown Historic Preservation Code Amendments

Relevant sections are included below, including sections that may not need amendment, but are included for context. Text in [brackets] describes insertions and is not part of the proposed code. Draft amendments are shown in underline/~~strike through~~ format below. Skipped sections are indicated by three asterisks: * * *

12.64.101 Downtown Core District Requirements

* * *

Special setback reference added to Chart Legend.

Chart Legend

* * *
(A): exceptions apply for retail anchors, see Special Downtown Core Requirements and Anchor Exceptions Chart
(B): see 12.64.505.B.3.b.iii for special setbacks on the north side of the 10100 block of Main Street.

* * *

Special setback footnote added to Front Setback requirement in the District Charts.

A. District Charts

* * *

12.64.207 Front Yard Setback	
minimum / maximum	0 ft / 0 ft; (A) (B)

* * *

B. Special Downtown Core Requirements

* * *

Amendment to incentivize preservation of existing buildings with ground floor retail uses fronting Main Street by limiting the parking exception to those existing uses, not new construction.

3. Parking Exceptions

- a. No minimum parking requirements shall apply to existing and infill ground floor retail uses fronting Main Street. Infill is development that fills existing gaps in buildings along Main Street. Developments that demolish existing retail buildings to build new structures do not qualify for the exception.

* * *

12.64.201 Building Use

* * *

1. Pedestrian Oriented Retail

The revisions below are added in response to comments from the Downtown Action Committee to ensure that pedestrian oriented retail uses are open to the street and provide visual interest as well and activity.

Description: Pedestrian oriented and activity-generating retail uses that are appropriate and desirable in a downtown core environment and that are open to the street providing visual interest to the streetscape.

* * *

Use Category Charts

* * *

Health & Exercise Clubs¹

* * *

Personal care services (e.g., barbershops, hair salons, massage and tanning booths)¹

* * *

[add to Legend:]

¹ Personal care services and Health & Exercise Clubs where ground floor pedestrian oriented retail is required shall be open to the street, with transparent windows conforming to the Shopfront regulations in 12.64.206.B.1 providing views into and out of storefront spaces. Health & Exercise Clubs and Personal care services with private rooms or booths must have a full-width, functional retail space in the storefront area, with room for product displays, sales area and dedicated sales staff.

* * *

The revisions below are added in response to comments from the Downtown Action Committee to ensure that pedestrian oriented retail uses are open to the street and provide visual interest as well and activity.

12.64.203 Special Height Regulations

* * *

C. Special Height Limit

A street façade offset (see section 12.64.501.C.4) is required at the top of the second floor along the streets indicated by the Special Height Regulations Inset Map in the Fig.12.64.100 Districts Map. The façade offset shall satisfy the following requirements:

1. The offset shall be a minimum of 20 feet deep (see 12.64.505.B.3.b.iii for exception)

* * *

12.64.504 Architectural Styles

The revisions to the section below provide for revisions to the City of Bothell Design Guidelines, Building styles and Features, add explanatory text regarding the styles listed, add a new style category, photos and adjust dates to more accurately reflect current styles, and revise numbering accordingly.

This section contains a discussion of a range of the predominant architectural styles found among existing buildings in downtown Bothell. A small number of buildings designed in other styles, from different periods or displaying a degree of stylistic influence from other styles (for example, 1930s Art Deco influence on decorative elements of the Anderson Building) can be found in downtown, but detailed descriptions of those styles have not been included here. The **City of Bothell Design Guidelines, Building Styles and Features** by the Bothell Landmark Preservation Board, 2007 or most recent revision, may be consulted for further detail on these and other architectural styles. Within individual style descriptions below, the dates shown indicate the historic period of initial popularity of the style. With the goal of strengthening downtown Bothell’s “sense of place” and architectural character and building on its heritage in mind, the Architectural Styles discussed here are included to provide a basis for reinforcing and strengthening the character of predominant building fabric in the project area in the design of new buildings and development, whether through the full emulation and/or interpretation of one of the predominant building styles. Alternatively, where a predominant downtown architectural style is not used, the information is intended to provide guidance for architects and developers to make sensitive reference to, incorporate, and/or harmonize with characteristics of predominant architectural styles such as (but not limited to) massing, horizontal and vertical scale increments, façade composition, roof form, architectural elements, materials, and colors.

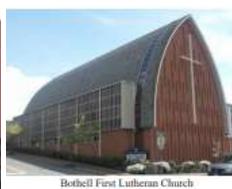
The sections below list predominantly commercial and mixed use styles first, followed by predominantly residential styles.

* * *

B. MID-20TH CENTURY STYLES (1930-1970)

Reflecting “machine age” design and in protest to the styles of the earlier Victorian period, architectural styles of the mid-20th century were influenced by Frank Lloyd Wright’s Usonian house plans in the United States and the Bauhaus school in Europe. Mid-20th century styles found in the Downtown Subarea include Art Deco, Art Moderne/Streamline Moderne, Contemporary, Wrightian, New Formalism, Northwest Regional and Ranch. Generally, they are comprised of horizontal lines, large expanses of glass, multiple planes and mixed materials but each style has very distinctive attributes. See the **City of Bothell Design Guidelines, Building Styles and Features** by the Bothell Landmark Preservation Board for further information on mid-20th century styles.

Add photos below and move Bothell First Lutheran photo from Contemporary Styles to Mid-20th Century Styles. Additional examples may be added.



BC. CONTEMPORARY STYLES (~~1950S~~ 1970 – PRESENT)

1. For the purposes of this Plan, Contemporary Styles comprise those architectural styles that draw on Modernism, Post-Modernism, and other current styles in practice today. Most Contemporary Styles have drawn upon contemporary building materials, modern construction methods to create a visual identity that is distinct from historic architectural styles.

* * *

CD. QUEEN ANNE (CIRCA 1885-1905)

* * *

DE. CRAFTSMAN (CIRCA 1900-1930)

* * *

12.64.505 Historic Resources Regulations

A. INTRODUCTION

* * *

1. Purpose

Minor change below to update street name reference.

- a. The purpose of these Historic Resources Regulations is to preserve and enhance the historic character and architectural heritage of Downtown Bothell and therefore the overall community character. These regulations apply to an area that is labeled the Downtown Special Review Area (DSRA), see Fig.12.64.505 A.1, which is bounded by ~~SR 527~~ Bothell Way NE, SR 522, NE 185th Street and 104th Avenue NE, and select individual historic properties within the Downtown Subarea. Adherence to the Regulations will ensure that new elements and features constructed or modified are compatible with existing and desirable historic elements.

Map updated for clarity, readability.

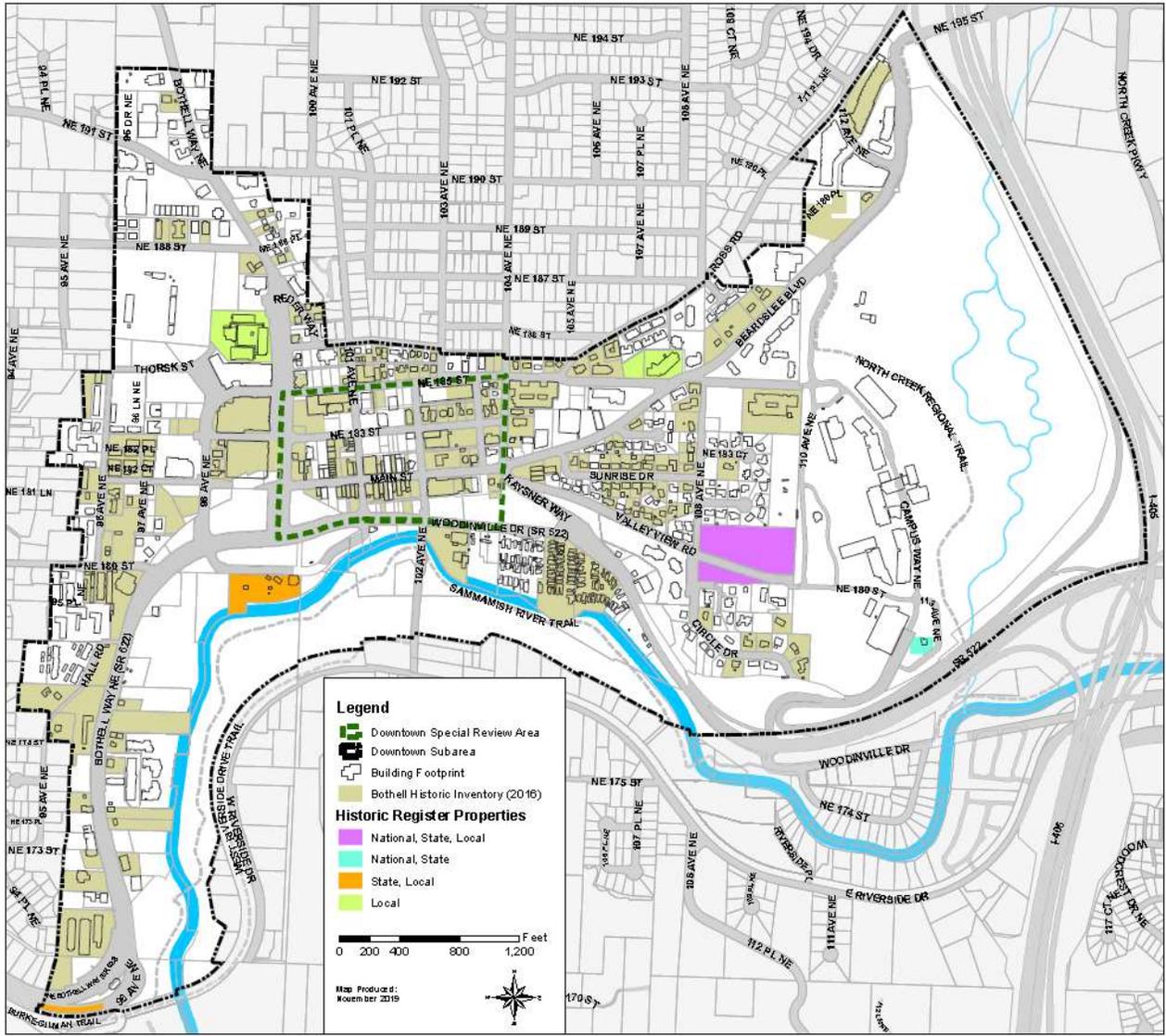


Fig.12.64.505.A.1 Historic Resources and Downtown Special Review Area (DSRA) Boundary

2. Applicability

These regulations will be used by the City’s planners and Landmark Preservation Board to review the appropriateness of proposed new construction, exterior alterations to buildings, and demolition. This section is intended to provide guidance for the modifications to existing structures and new construction within the DSRA, and for those structures within the Downtown Subarea that are listed on the National, State or local Registers of Historic Places.

3. Design Review Process

Minor changes below for clarity and more precise references.

- a. The review process begins when an owner (or an owner’s representative) proposes any exterior work on a building that is within the boundaries described above, that has been nominated for local

Att-1 (Exhibit A to Findings)

landmark status, or that is a listed ~~historic structure~~ on the Bothell Register of Historic Landmarks. These ~~guidelines~~ regulations ~~should~~ shall be used when contemplating a project, to help establish the appropriate direction for repairs, alterations, or new construction.

- b. The Landmark Preservation Board will review each proposal in terms of the basic principles and for conformance with the stated regulations. The review process shall be as described in Bothell Municipal Code Chapter 22. In order to promote compliance with the regulations in this section, any development proposal within the DSRA which would exceed the threshold for categorical exemptions under the State Environmental Policy Act (SEPA) shall be submitted to the Landmark Preservation Board for review and comment in a public meeting prior to application for any building permit.

B. REQUIREMENTS AND GUIDELINES

These Historic Resources Regulations are based on principles set forth in the Secretary of the Interior's Standards for the Treatment of Historic Properties, widely accepted as the preservation and rehabilitation principles when considering and implementing changes to historically significant properties. Divided into four sections – preservation, rehabilitation, restoration, and reconstruction – the standards provide technical advice for activities and methods for property owners and stewards of historic properties. The primary intent of the Standards is to provide direction for the protection of the historic character of the buildings through a combination of mandatory requirements and advisory guidelines. Additionally, new uses should be compatible with the buildings' character, and retain open views through the storefronts into interior spaces. The basic principles include the following:

1. Basic Principles

- a. Retain original building materials and distinctive architectural features whenever possible. Removal of or alteration of these original features is strongly discouraged.
- b. Repair deteriorated original or significant features. If repair is infeasible, replace materials in kind to match original material, quality, and detailing.
- c. Do not cover original building materials or architectural features. Where they have been covered or obscured by alterations, re-expose original materials and features. NOTE: Alterations to a building may have gained significance over time, and may not necessarily need to be removed. This will be ascertained by the Landmark Preservation Board during the review process.
- d. Replacement of missing original features should be undertaken based on accurate and defensible historical documentation and/or physical evidence. Where documentation does not exist or restoration is otherwise infeasible, new features may be contemporary in character and detailing and must be compatible with the scale, complexity, material, and color of the historic building materials.
- e. Decorative elements that create a false sense of history or change the original architectural style of the building should not be added to a façade.

Att-1 (Exhibit A to Findings)

- f. Surface cleaning should be undertaken with the gentlest means possible. Sandblasting is not permitted. (See Section C, Resources and References, below for additional resources on recommended surface cleaning practices.)
- g. Demolition of structures on the Bothell Historic Register is strongly discouraged, and must be approved by the Landmark Preservation Board. (See Bothell Municipal Code Chapter 22 for demolition review process.)

2. Character-Defining Features of Downtown Special Review Area

Minor change below for clarity.

Bothell’s Main Street, especially on the block between 101st Avenue NE and 102nd Avenue NE, and the streets within one block south and two blocks north, are characterized by a limited number of commercial architectural styles, common façade materials, distinct façade elements, consistent property setbacks, and variable lot widths. This creates both a consistency and diversity that forms the unique character of Bothell’s historic commercial district. (See Section 12.64.504 for Architectural Styles.)

The character-defining features of the existing buildings within the DSRA are those historic visual elements that give the space its particular “feel.” Things such as overall building shape, materials, craftsmanship, and decorative details are the features that provide the particular character of each building.

Listing them here provides a context within which to evaluate changes or additions to historically designated structures or to properties within the Downtown Special Review District. While each building has distinctive elements, the common historic features are the character-defining features of the area as a whole:

- a. Full public frontage coverage (meaning the buildings generally occupy the full area of the street frontages with no setbacks from the property line. This results in the following:
 - i. Continuous row of storefronts, located immediately adjacent to the edge of sidewalk. This feature is consistent with the Private Frontage regulations applicable to the Districts within the DSRA.
 - ii. Blank side walls between parcels, characterized by no fenestration, openings, or decorative features. This feature is also consistent with the side yard setbacks for the Districts within the DSRA, but does not incorporate windows.
- b. One- and two-story buildings with variable lot dimensions. The variation in storefront width and height is a significant characteristic that gives Main Street its distinctive rhythm (This varies from the taller building height limits that may be allowed in other areas of the Downtown). Main Street buildings exhibit the following characteristics:
 - i. Variable building heights which range from approximately 18’ for the single story structures to 36’ for the two-story structures (including parapet).
 - ii. Storefront dimensions which vary from 20’ to 90’ wide, with most approximately 30’-40’ wide.

Att-1 (Exhibit A to Findings)

- iii. Buildings with rectangular plans with relatively flat façades and sidewalls. Some have angled or recessed entries (see below).
 - iv. Upper levels are clearly distinguishable from the lower, street level floors in their differing use of opaque and glazed materials. Opaque, solid materials dominate at the upper floors; conversely the lower floors are composed predominately of transparent glazing.
- c. Fenestration and Doors
- i. Where extant at upper floors, windows are placed symmetrically in the façade.
 - ii. Windows are typically large, narrow, double hung, with arched or articulated heads, and projecting sills.
 - iii. Doors are often paneled, with side-lights.
- d. Materials. The commercial buildings are made up of brick and stone masonry, stone veneer, painted wood trim, limited wood siding, glazed storefronts, and a wide variety of awning shapes and materials.
- i. Brick and stone: These were the original major façade materials.
 - (A) Brick masonry, typically laid in running bond, sometimes with decorative patterning at the parapet, constitutes the majority of the facades. Soldier courses at window headers are common. Brick palette consists of a range of reds and browns.
 - (B) There is limited use of stone and light-weight cultured stone, a manufactured stone veneer cast from molds of real stone, present primarily in 1950s buildings, or those buildings that were renovated in the 1950s.
 - ii. Wood cladding
 - (A) Wood buildings that characterized Bothell's early Main Street are no longer extant. (Note: Some of the original free-standing structures were moved to Bothell Landing.)

Amendment to correct typo.

- (B) Wood cladding is limited to areas below the storefront glazing and sheathing at some upper façade areas. (Generally, the use of the residential-scale wood sheathing or siding on the upper sections of the building facades is not historically appropriate.)
- e. Glazed storefronts with transom band
- i. Original storefront systems typically used wood, aluminum, or steel as the supporting elements, with wood or brick bulkheads below the storefront frames.
 - ii. The plate glass storefronts are undivided or may have one narrow muntin to divide a wider storefront, and generally extended nearly the full width of the façade.
 - iii. A glazed transom band runs above the width of the storefront assembly and consists of a series of divided lights. These windows provide additional light to the interior, and are sometimes operable to provide natural ventilation.

Att-1 (Exhibit A to Findings)

iv. Individual storefronts are divided into distinct, usually symmetrical or balanced bays.

f. Recessed entries

Main entry doors are typically recessed from the plane of the storefront. The recess accommodates the outward swing of doors, provides shelter at the entry, and lends an articulation at the pedestrian level.

g. Parapets

A parapet gives the feeling of extra building height, particularly at the primary façade. Most parapets on Bothell’s Main Street are simple, either straight across or with just one or two steps in the center of the façade. More elaborate parapets are no longer extant.

h. Articulated cornice and/or flush brick patterning

i. Cornices were typically of wood or sheet metal, shaped to provide a visual “cap” to the building.

ii. Areas below the parapets and above the transom windows often include bricks laid in a pattern.

3. Building Regulations for Rehabilitation and New Construction

Amendments below to recognize that renovations may have historical significance, and to explain ordering of requirements and guidelines in following sections.

These regulations take into account the existing historic fabric and changes to the façades and buildings over time. They should be used as the basis of design for proposed changes to existing façades and in the design of new construction along Main Street. They acknowledge that buildings have individual unique characteristics and existing conditions as related to construction, ownership, maintenance, and use which need to be taken into consideration when making proposals for change, preservation, or rehabilitation. In some cases, a later renovation may have historical significance of its own, in which case either restoring the original façade or the renovated façade that has historical significance may be appropriate. For each category, requirements are listed first, followed by guidelines. Suggested façade treatments, which draw on the traditional features of the area’s commercial buildings, include the following:

a. Rehabilitation

Amendment to cover canopies as well as awnings, and reordering to list requirements first, followed by guidelines. Only revisions are underlined in moved text.

i. Awnings and Canopies

(A) Awning or canopy installations shall not damage or obscure significant existing building features. ~~Removal of existing, inappropriate awnings is encouraged. (See Paragraph (4)(b) below for appropriate awnings.)~~

(B) All awnings or canopies on a single building must be of the same type, material, color, and size. (i.e., when a single building houses more than one business, the businesses must coordinate awnings.) ~~Awning installations shall not damage or obscure significant existing building features.~~

Att-1 (Exhibit A to Findings)

- (C) Awning or canopy design should include consideration of the overall composition of the individual building façades and in context with the adjacent buildings.
- (D) Removal of existing, inappropriate awnings or canopies is encouraged, and required when exterior renovations are done. (See Paragraph ~~(4)~~(b) below for appropriate awnings.) ~~All awnings on a single building must be of the same type, material, color, and size. (i.e., when a single building houses more than one business, the businesses must coordinate awnings.)~~

ii. Cladding

- (A) Unpainted masonry shall remain unpainted.

Amendments to correct typo and encourage retention of as much original masonry as possible.

- (B) Where wood siding has been installed over original masonry, owners are encouraged to removed the siding and restore original masonry. Where part of original masonry has been removed and cannot be replicated, retain as much of the original masonry as possible.
- (C) Removal of existing materials that obscure original architectural features is strongly encouraged.

iii. Storefronts and Sidewalls

Amendment to list requirements first, followed by guidelines.

- (A) Transom bands ~~should~~shall be re-exposed where covered, and restored to glass, where possible.
- (B) Original bulkhead materials ~~should~~shall be retained, maintained, or uncovered where possible.
- (C) Contemporary storefront modifications that utilize traditional elements and proportions, or simplified interpretations of missing elements, may be used if the original is missing. New designs ~~should~~shall be compatible with the desirable historic features of adjacent buildings, and retain the transparent character of the façade. ~~Storefront divisions or design elements should be symmetrical and balanced. The proportions of original storefront divisions should be retained.~~
- (D) Cornice lines should be continued, and original parapets reconstructed if possible.
- (E) Storefront divisions or design elements should be symmetrical or balanced. The proportions of original storefront divisions should be retained. Contemporary storefront modifications that utilize traditional elements and proportions, or simplified interpretations of missing elements, may be used if the original is missing. New designs should be compatible with the desirable historic features of adjacent buildings, and retain the transparent character of the façade.
- (F) Sidewalls between parcels may be blank, and without fenestration or added detailing.

Att-1 (Exhibit A to Findings)

(G) Sidewalls, or secondary facades, when abutting a public way should not be devoid of openings or fenestration, and should include elements and divisions that are compatible with the primary façade.

iv. Doors and Windows

Amendment to change two guidelines to requirements and list requirements first, followed by guidelines.

- (A) Closing or filling in original openings ~~should~~shall be avoided; and restoration of original openings is encouraged, except where a later façade has gained significance in its own right. ~~Original placement, arrangement, and function of doors and windows should be preserved where possible.~~
- (B) Replacement elements ~~should~~shall match originals as closely as possible. ~~Closing or filling in original openings should be avoided; and restoration of original openings is encouraged.~~
- (C) Maintain recessed entries.
- (D) Original placement, arrangement, and function of doors and windows should be preserved where possible. ~~Replacement elements should match originals as closely as possible.~~

b. New Construction

Amendment to change two guidelines to requirements and list requirements first, followed by guidelines.

- i. New buildings ~~should~~shall respect the district in which they are located, and be compatible with or complement the desirable surrounding architectural character.
- ii. New construction ~~should~~shall utilize traditional character-defining features and materials, in a contemporary and/or simplified fashion.

Amendment to encourage that on the north side of the 10100 block of Main Street, the existing front setback is maintained. Impact of setback is offset by reduction in upper level setback from 20' to 18'.

- iii. Building footprints shall be rectangular and shall fill the entire streetfront at the first two levels, with the front façade located at the front edge of the property line, or at the predominant street façade line on the block. New construction on the north side of the 10100 block of Main Street should maintain the current predominant street façade line. Should the applicant follow this guideline, the upper level setback, as required in 12.64.203.C may be a minimum of 18 feet. (see Fig. 12.64.505.B.3.b.iii). Recessed or notched façades are not permitted, with the exception that appropriately scaled recessed entries may be permitted.

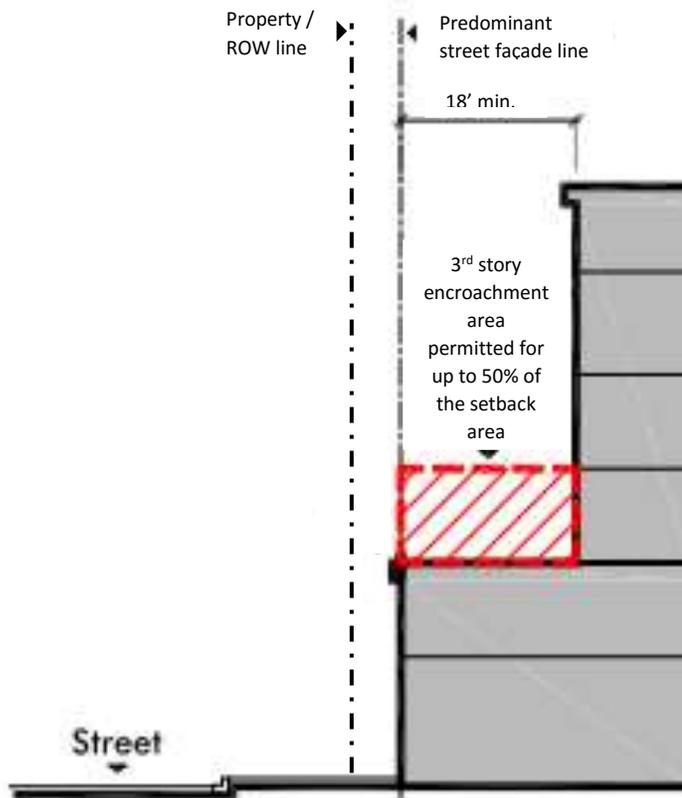


Fig. 12.64.505.B.3.b.iii

- iv. Building heights shall be consistent with those in the District Requirements of the Downtown Subarea Plan & Regulations, and compatible with adjacent buildings. Variation in building height is encouraged.
- v. Storefront divisions shall be compatible in scale and proportion with the building's width and height, and compatible with the adjacent buildings.
- vi. Buildings wider than those traditionally constructed on the block shall include variation in wall plane, articulation and spaced structural bays to provide a scale that is compatible with the original building widths.
- vii. Primary entrances shall be oriented toward the street.

Att-1 (Exhibit A to Findings)

- viii. Roof forms along the portion of Main Street between 101st Avenue NE and 104th Avenue NE shall be flat, and shall not have corner accents or turrets. See Section 12.64.500 Architectural Regulations for areas outside this boundary.
- ix. See Section 12.64.504 for Roof Equipment and Screening. Equipment mounted to rooftops shall be screened from view using elements integrated into the building's architectural features, without the need for special screening elements.

4. Building Materials and Elements

Exterior façade elements are the key components that give a building its style and visual character. Elements include cladding, trim and moldings; storefront systems and windows, doors and transom; supplementary items such as signage and awnings; and color selection.

Insertion of period for consistency with other sections.

- a. Storefront Materials - High quality materials, consistent with historic materials on Main Street.
 - i. Metal or wood storefront system with plate glass; with proportions, heights, and profiles appropriate to prevailing existing storefronts.

Amendment to change guideline to requirement.

- ii. If a new storefront is required, it ~~should~~shall be designed to fit inside the original framed opening.
- iii. False divided lights or "snap in" muntins/mullions are not permitted.
- iv. Transom glazing may be clear, beveled, leaded, etched, or prism glass.
- v. Contemporary flush doors or residential-style doors are not appropriate.

Amendment to encourage restoration of original bulkheads, where possible.

- vi. New bulkheads shall be constructed of a material appropriate to the storefront and building on which it is installed. Wood panels and brick veneer were the most common original bulkhead materials on Main Street. New bulkheads should be compatible with surrounding storefronts. Where possible, original bulkheads should be restored.
- vii. Wall or window air conditioners are not permitted on the front façade of a building.

Amendments to cover canopies as well as awnings.

- b. Awnings or canopies may be installed to provide pedestrian weather protection, signage, and visual character.
 - i. Traditional shed awnings with free hanging valance or flat ~~awnings~~canopies are appropriate ~~awning shapes~~. Shed awnings may have valance returns, but side panels are not permitted.
 - ii. Bubble type, quarter-round, dome, box-like shapes, shingled-canopy types, and other contemporary commercial designs are not historically appropriate and are not permitted.

Att-1 (Exhibit A to Findings)

- iii. Awnings or canopies shall not conceal significant architectural features and should be mounted within the building elements that frame the storefront, typically directly below or above the transom.
- iv. Installation of awnings or canopies shall not damage the structure. Clamps and fasteners used to attach awning frames or canopies should penetrate mortar joints rather than brick or other masonry surfaces. Care should be taken when attaching new backboards, ~~or~~ rollers or other elements, not to damage transoms or other building elements.

Amendment to address valence returns for consistency with other sections.

- v. Material for shed awnings should be canvas, canvas blends, acrylic that resembles canvas, or similar. Vinyl or other shiny, high-gloss material is not appropriate. Returns shall be open, except valence returns are allowed.

Amendment to address roll-out awnings.

- vi. Roll-out awnings are appropriate, especially where they were used in the original storefronts.

Amendment to address and encourage flat canopies, designed to minimize obscuring original facades. Typo corrected from 12/18/19 packet.

- vi. Flat canopies, supported by brackets or hung by cables, rods or chains, may be a period-appropriate way to provide weather protection, even on buildings that did not originally have them. The structural depth of canopies should be minimized to reduce obscuring other historical elements. Use of glass is encouraged to reduce shading of storefronts and allow upper facades to be visible from below.

c. Color

- i. Neon or ultra bright colors are not permitted.
- ii. When choosing colors, consider compatibility with original finishes as well as with neighboring buildings.

d. Transparency, Signage, Building Lighting, and Street Furnishings (See also 12.64.600 Signage Regulations)

Amendment to prohibit use of obscure glass in windows.

- i. Storefront display window glazing shall be transparent to promote visibility into businesses. Mirrored, translucent, obscure or dark-tinted glass that prohibits visibility into the building interiors is not permitted.
- ii. Business displays shall be designed to allow views into the building interiors, and to avoid a sense of clutter and disorder.
- iii. Signage shall be compatible and in balance with the architectural style and visual character of the building on which is it located.

Att-1 (Exhibit A to Findings)

- iv. Consideration of projecting blade signage or flush-mounted signage that is integrated with the overall building façade composition is strongly encouraged. Use of historic sign bands and locations are also strongly encouraged.
- v. Street furnishings and building lighting shall be simple, should not convey a false sense of history, and should be limited to a maximum of two designs.
- vi. Business signage is permitted on the front valance of an awning but not on valance returns.
- vii. Internal illumination of awnings to backlight awning signage shall not be permitted.

5. Parking and Curb Cuts

- a. No new driveway curb cuts shall be permitted on Main Street between Bothell Way NE and Kaysner Way, except as provided for in Section 12.64.403.B.1.c.
- b. Whenever possible, existing driveway curb cuts within this segment of Main Street should be removed.

6. Demolition

Amended phrasing to add emphasis to protection of designated properties and those eligible for the register. Note that designated properties are also protected through the provisions of BMC 22.28.060.

Demolition of historic inventory buildings, especially designated properties and those eligible for the register, or ~~historic inventory buildings~~ is strongly discouraged. (For demolition review process, see BMC 22.28.060.)

C. RESOURCES AND REFERENCES

1. Washington State Department of Archaeology and Historic Preservation (DAHP)

- a. The State website provides information, documents, maps, photographs and tools regarding historic sites, local government programs, regulations, tax incentives and other useful data.
- b. <http://www.dahp.wa.gov/>

2. National Parks Service

- a. The Secretary of the Interior's Standards for the Treatment of Historic Properties, and associated guidelines, provide guidance for the treatment of historic resources.
http://www.nps.gov/history/hps/tps/standguide/overview/using_standguide.htm
- b. Preservation Briefs are a series of publications to assist property owners, preservation professionals, and others in preserving, rehabilitating, and restoring historic buildings. They are available online.
 - i. <http://www.nps.gov/history/hps/tps/briefs/presbhom.htm>
 - ii. Select, relevant individual briefs are listed below:

01: Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings

Att-1 (Exhibit A to Findings)

- 02: Repointing Mortar Joints in Historic Masonry Buildings
- 03: Conserving Energy in Historic Buildings
- 06: Dangers of Abrasive Cleaning to Historic Buildings
- 09: The Repair of Historic Wooden Windows
- 10: Exterior Paint Problems on Historic Woodwork
- 11: Rehabilitating Historic Storefronts
- 14: New Exterior Additions to Historic Buildings: Preservation Concerns
- 15: Preservation of Historic Concrete: Problems and General Approaches
- 16: The Use of Substitute Materials on Historic Building Exteriors
- 17: Architectural Character - Identifying the Visual Aspects of Historic Buildings as an Aid to Preserving Their Character
- 18: Rehabilitating Interiors in Historic Buildings - Identifying Character-Defining Elements
- 24: Heating, Ventilating, and Cooling Historic Buildings: Problems and Recommended Approaches
- 32: Making Historic Properties Accessible
- 33: The Preservation and Repair of Historic Stained and Leaded Glass
- 37: Appropriate Methods of Reducing Lead-Paint Hazards in Historic Housing
- 38: Removing Graffiti from Historic Masonry
- 39: Holding the Line: Controlling Unwanted Moisture in Historic Buildings
- 41: The Seismic Retrofit of Historic Buildings: Keeping Preservation in the Forefront
- 42: The Maintenance, Repair and Replacement of Historic Cast Stone
- 44: The Use of Awnings on Historic Buildings: Repair, Replacement and New Design

ORDINANCE NO. _____ (2020)

AN ORDINANCE OF THE CITY OF BOTHELL, WASHINGTON, AMENDING SECTIONS 12.64.101, DOWNTOWN CORE REQUIREMENTS, 12.64.201, BUILDING USE, 12.64.504, ARCHITECTURAL STYLES, AND 12.64.505, HISTORIC RESOURCES REGULATIONS, OF THE BOTHELL MUNICIPAL CODE.

WHEREAS, chapter 36.70A RCW, also known as the Growth Management Act (“the Act”), requires that cities subject to the Act adopt comprehensive plans and implementing development regulations consistent with the Act; and

WHEREAS, in accordance with the Act, the Bothell City Council, in 1994, adopted the *Imagine Bothell... Comprehensive Plan* and, in 1996, adopted implementing development regulations via amendments to the Bothell Municipal Code (BMC); and

WHEREAS, the Act provides that each jurisdiction’s comprehensive land use plan and development regulations shall be subject to continuing review and evaluation; and

WHEREAS, the City of Bothell has adopted numerous amendments to the Plan and Code since 1994 and 1996, respectively; and

WHEREAS, the City Council initiated these Downtown Historic Preservation Code Amendments as part of the 2019 Planning Docket; and

WHEREAS, the Bothell Planning Commission, with consultation from the Landmark Preservation Board, recommends amendments to strengthen the Downtown Subarea Regulations provisions for preserving and restoring the historic character of the town center; and

WHEREAS, upon due consideration, the City Council finds that adoption of the recommended Downtown Historic Preservation Code Amendments are in the public interest and welfare, and by this reference incorporates the findings and conclusions of the Planning Commission on these amendments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BOTHELL, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Section 12.64.101 of the Bothell Municipal Code (BMC) is hereby amended as follows, with new text shown by underline, deleted text shown in ~~strike through~~; all other provisions of these sections shall remain unchanged and in full force, including those portions that are omitted in the text here as indicated by three asterisks (* * *):

12.64.101 Downtown Core District Requirements

* * *

Chart Legend

* * *
(A): exceptions apply for retail anchors, see Special Downtown Core Requirements and Anchor Exceptions Chart
(B): see 12.64.505.B.3.b.iii for special setbacks on the north side of the 10100 block of Main Street.

* * *

A. District Charts

* * *

12.64.207 Front Yard Setback	
minimum / maximum	0 ft / 0 ft; (A) (B)

* * *

B. Special Downtown Core Requirements

* * *

3. Parking Exceptions

- a. No minimum parking requirements shall apply to existing and infill ground floor retail uses fronting Main Street. Infill is development that fills existing gaps in buildings along Main Street.
Developments that demolish existing retail buildings to build new structures do not qualify for the exception.

* * *

Section 2. BMC 12.64.201 is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force, including those portions that are omitted in the text here as indicated by three asterisks (* * *):

12.64.201 Building Use

* * *

1. Pedestrian Oriented Retail

Description: Pedestrian oriented and activity-generating retail uses that are appropriate and desirable in a downtown core environment and that are open to the street providing visual interest to the streetscape.

* * *

Use Category Charts

* * *

Health & Exercise Clubs¹

* * *

Personal care services (e.g., barbershops, hair salons, massage and tanning booths)¹

* * *

[add to Legend:]

¹ Personal care services and Health & Exercise Clubs where ground floor pedestrian oriented retail is required shall be open to the street, with transparent windows conforming to the Shopfront regulations in 12.64.206.B.1 providing views into and out of storefront spaces. Health & Exercise Clubs and Personal care services with private rooms or booths must have a full-width, functional retail space in the storefront area, with room for product displays, sales area, and dedicated sales staff.

* * *

Section 3. BMC 12.64.203 is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force, including those portions that are omitted in the text here as indicated by three asterisks (* * *):

12.64.203 Special Height Regulations

* * *

C. Special Height Limit

A street façade offset (see section 12.64.501.C.4) is required at the top of the second floor along the streets indicated by the Special Height Regulations Inset Map in the Fig.12.64.100 Districts Map. The façade offset shall satisfy the following requirements:

- 1. The offset shall be a minimum of 20 feet deep (see 12.64.505.B.3.b.iii for exception)

* * *

Section 4. BMC 12.64.504 is hereby amended as follows; all other provisions of these sections shall remain unchanged and in full force, including those portions that are omitted in the text here as indicated by three asterisks (* * *):

12.64.504 Architectural Styles

This section contains a discussion of a range of the predominant architectural styles found among existing buildings in downtown Bothell. A small number of buildings designed in other styles, from

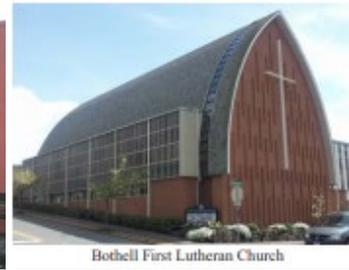
different periods or displaying a degree of stylistic influence from other styles (for example, 1930s Art Deco influence on decorative elements of the Anderson Building) can be found in downtown, but detailed descriptions of those styles have not been included here. The **City of Bothell Design Guidelines, Building Styles and Features** by the Bothell Landmark Preservation Board, 2007 or most recent revision, may be consulted for further detail on these and other architectural styles. Within individual style descriptions below, the dates shown indicate the historic period of initial popularity of the style. With the goal of strengthening downtown Bothell’s “sense of place” and architectural character and building on its heritage in mind, the Architectural Styles discussed here are included to provide a basis for reinforcing and strengthening the character of predominant building fabric in the project area in the design of new buildings and development, whether through the full emulation and/or interpretation of one of the predominant building styles. Alternatively, where a predominant downtown architectural style is not used, the information is intended to provide guidance for architects and developers to make sensitive reference to, incorporate, and/or harmonize with characteristics of predominant architectural styles such as (but not limited to) massing, horizontal and vertical scale increments, façade composition, roof form, architectural elements, materials, and colors. The sections below list predominantly commercial and mixed-use styles first, followed by predominantly residential styles.

* * *

B. MID-20TH CENTURY STYLES (1930-1970)

Reflecting “machine age” design and in protest to the styles of the earlier Victorian period, architectural styles of the mid-20th century were influenced by Frank Lloyd Wright’s Usonian house plans in the United States and the Bauhaus school in Europe. Mid-20th century styles found in the Downtown Subarea include Art Deco, Art Moderne/Streamline Moderne, Contemporary, Wrightian, New Formalism, Northwest Regional and Ranch. Generally, they are comprised of horizontal lines, large expanses of glass, multiple planes and mixed materials but each style has very distinctive attributes. See the **City of Bothell Design Guidelines, Building Styles and Features** by the Bothell Landmark Preservation Board for further information on mid-20th century styles.

[Add photos below and move Bothell First Lutheran photo from Contemporary Styles to Mid-20th Century Styles. Additional examples may be added.]



BC. CONTEMPORARY STYLES (1950S-1970 – PRESENT)

1. For the purposes of this Plan, Contemporary Styles comprise those architectural styles that draw on Modernism, Post-Modernism, and other current styles in practice today. Most Contemporary Styles have drawn upon contemporary building materials, modern construction methods to create a visual identity that is distinct from historic architectural styles.

* * *

CD. QUEEN ANNE (CIRCA 1885-1905)

* * *

DE. CRAFTSMAN (CIRCA 1900-1930)

* * *

Section 5. BMC 12.64.505 is hereby amended as follows, including that the existing Figure 12.64.505.A.1 is replaced with the figure shown herein; all other provisions of these sections shall remain unchanged and in full force, including those portions that are omitted in the text here as indicated by three asterisks (* * *):

12.64.505 Historic Resources Regulations

A. INTRODUCTION

* * *

1. Purpose

- a. The purpose of these Historic Resources Regulations is to preserve and enhance the historic character and architectural heritage of Downtown Bothell and therefore the overall community character. These regulations apply to an area that is labeled the Downtown Special Review Area (DSRA), see Fig.12.64.505 A.1, which is bounded by ~~SR 527~~Bothell Way NE, SR 522, NE 185th Street and 104th Avenue NE, and select individual historic properties within the Downtown Subarea. Adherence to the Regulations will ensure that new elements and features constructed or modified are compatible with existing and desirable historic elements.

landmark status, or that is a listed historic structure on the Bothell Register of Historic Landmarks. These ~~guidelines-regulations should~~ shall be used when contemplating a project, to help establish the appropriate direction for repairs, alterations, or new construction.

- b. The Landmark Preservation Board will review each proposal in terms of the basic principles and for conformance with the stated regulations. The review process shall be as described in Bothell Municipal Code Chapter 22. In order to promote compliance with the regulations in this section, any development proposal within the DSRA which would exceed the threshold for categorical exemptions under the State Environmental Policy Act (SEPA) shall be submitted to the Landmark Preservation Board for review and comment in a public meeting prior to application for any building permit.

B. REQUIREMENTS AND GUIDELINES

These Historic Resources Regulations are based on principles set forth in the Secretary of the Interior's Standards for the Treatment of Historic Properties, widely accepted as the preservation and rehabilitation principles when considering and implementing changes to historically significant properties. Divided into four sections – preservation, rehabilitation, restoration, and reconstruction – the standards provide technical advice for activities and methods for property owners and stewards of historic properties. The primary intent of the Standards is to provide direction for the protection of the historic character of the buildings through a combination of mandatory requirements and advisory guidelines. Additionally, new uses should be compatible with the buildings' character, and retain open views through the storefronts into interior spaces. The basic principles include the following:

1. Basic Principles

- a. Retain original building materials and distinctive architectural features whenever possible. Removal of or alteration of these original features is strongly discouraged.
- b. Repair deteriorated original or significant features. If repair is infeasible, replace materials in kind to match original material, quality, and detailing.
- c. Do not cover original building materials or architectural features. Where they have been covered or obscured by alterations, re-expose original materials and features. NOTE: Alterations to a building may have gained significance over time, and may not necessarily need to be removed. This will be ascertained by the Landmark Preservation Board during the review process.
- d. Replacement of missing original features should be undertaken based on accurate and defensible historical documentation and/or physical evidence. Where documentation does not exist or restoration is otherwise infeasible, new features may be contemporary in character and detailing and must be compatible with the scale, complexity, material, and color of the historic building materials.
- e. Decorative elements that create a false sense of history or change the original architectural style of the building should not be added to a façade.
- f. Surface cleaning should be undertaken with the gentlest means possible. Sandblasting is not permitted. (See Section C, Resources and References, below for additional resources on recommended surface cleaning practices.)
- g. Demolition of structures on the Bothell Historic Register is strongly discouraged, and must be approved by the Landmark Preservation Board. (See Bothell Municipal Code Chapter 22 for demolition review process.)

2. Character-Defining Features of Downtown Special Review Area

Bothell's Main Street, especially on the block between 101st Avenue NE and 102nd Avenue NE, and the streets within one block south and two blocks north, are characterized by a limited number of commercial architectural styles, common façade materials, distinct façade elements, consistent property setbacks, and variable lot widths. This creates both a consistency and diversity that forms the unique character of Bothell's historic commercial district. (See Section 12.64.504 for Architectural Styles.)

The character-defining features of the existing buildings within the DSRA are those historic visual elements that give the space its particular "feel." Things such as overall building shape, materials, craftsmanship, and decorative details are the features that provide the particular character of each building.

Listing them here provides a context within which to evaluate changes or additions to historically designated structures or to properties within the Downtown Special Review District. While each building has distinctive elements, the common historic features are the character-defining features of the area as a whole:

- a. Full public frontage coverage (meaning the buildings generally occupy the full area of the street frontages with no setbacks from the property line. This results in the following:
 - i. Continuous row of storefronts, located immediately adjacent to the edge of sidewalk. This feature is consistent with the Private Frontage regulations applicable to the Districts within the DSRA.
 - ii. Blank side walls between parcels, characterized by no fenestration, openings, or decorative features. This feature is also consistent with the side yard setbacks for the Districts within the DSRA, but does not incorporate windows.
- b. One- and two-story buildings with variable lot dimensions. The variation in storefront width and height is a significant characteristic that gives Main Street its distinctive rhythm (This varies from the taller building height limits that may be allowed in other areas of the Downtown). Main Street buildings exhibit the following characteristics:
 - i. Variable building heights which range from approximately 18' for the single story structures to 36' for the two-story structures (including parapet).
 - ii. Storefront dimensions which vary from 20' to 90' wide, with most approximately 30'-40' wide.
 - iii. Buildings with rectangular plans with relatively flat façades and sidewalls. Some have angled or recessed entries (see below).
 - iv. Upper levels are clearly distinguishable from the lower, street level floors in their differing use of opaque and glazed materials. Opaque, solid materials dominate at the upper floors; conversely the lower floors are composed predominately of transparent glazing.
- c. Fenestration and Doors
 - i. Where extant at upper floors, windows are placed symmetrically in the façade.
 - ii. Windows are typically large, narrow, double hung, with arched or articulated heads, and projecting sills.
 - iii. Doors are often paneled, with side-lights.
- d. Materials. The commercial buildings are made up of brick and stone masonry, stone veneer, painted wood trim, limited wood siding, glazed storefronts, and a wide variety of awning shapes and materials.
 - i. Brick and stone: These were the original major façade materials.

- (A) Brick masonry, typically laid in running bond, sometimes with decorative patterning at the parapet, constitutes the majority of the facades. Soldier courses at window headers are common. Brick palette consists of a range of reds and browns.
- (B) There is limited use of stone and light-weight cultured stone, a manufactured stone veneer cast from molds of real stone, present primarily in 1950s buildings, or those buildings that were renovated in the 1950s.
- ii. Wood cladding
 - (A) Wood buildings that characterized Bothell's early Main Street are no longer extant. (Note: Some of the original free-standing structures were moved to Bothell Landing.)
 - (B) Wood cladding is limited to areas below the storefront glazing and sheathing at some upper façade areas. (Generally, the use of the residential-scale wood sheathing or siding on the upper sections of the building facades is not historically appropriate.)
- e. Glazed storefronts with transom band
 - i. Original storefront systems typically used wood, aluminum, or steel as the supporting elements, with wood or brick bulkheads below the storefront frames.
 - ii. The plate glass storefronts are undivided or may have one narrow muntin to divide a wider storefront, and generally extended nearly the full width of the façade.
 - iii. A glazed transom band runs above the width of the storefront assembly and consists of a series of divided lights. These windows provide additional light to the interior, and are sometimes operable to provide natural ventilation.
 - iv. Individual storefronts are divided into distinct, usually symmetrical or balanced bays.
- f. Recessed entries

Main entry doors are typically recessed from the plane of the storefront. The recess accommodates the outward swing of doors, provides shelter at the entry, and lends an articulation at the pedestrian level.
- g. Parapets

A parapet gives the feeling of extra building height, particularly at the primary façade. Most parapets on Bothell's Main Street are simple, either straight across or with just one or two steps in the center of the façade. More elaborate parapets are no longer extant.
- h. Articulated cornice and/or flush brick patterning
 - i. Cornices were typically of wood or sheet metal, shaped to provide a visual "cap" to the building.
 - ii. Areas below the parapets and above the transom windows often include bricks laid in a pattern.

3. Building Regulations for Rehabilitation and New Construction

These regulations take into account the existing historic fabric and changes to the façades and buildings over time. They should be used as the basis of design for proposed changes to existing façades and in the design of new construction along Main Street. They acknowledge that buildings have individual unique characteristics and existing conditions as related to construction, ownership, maintenance, and use which need to be taken into consideration when making proposals for change, preservation, or rehabilitation. In some cases, a later renovation may have historical significance of its own, in which case either restoring the original façade or the renovated façade that has historical significance may be appropriate. For each category, requirements are listed first, followed by guidelines. Suggested façade treatments, which draw on the traditional features of the area's commercial buildings, include the following:

a. Rehabilitation

i. Awnings and Canopies

- (A) Awning or canopy installations shall not damage or obscure significant existing building features. Removal of existing, inappropriate awnings is encouraged. (See Paragraph (4)(b) below for appropriate awnings.)
- (B) All awnings or canopies on a single building must be of the same type, material, color, and size. (i.e., when a single building houses more than one business, the businesses must coordinate awnings.) Awning installations shall not damage or obscure significant existing building features.
- (C) Awning or canopy design should include consideration of the overall composition of the individual building façades and in context with the adjacent buildings.
- (D) Removal of existing, inappropriate awnings or canopies is encouraged, and required when exterior renovations are done. (See Paragraph 4.b below for appropriate awnings.) All awnings on a single building must be of the same type, material, color, and size. (i.e., when a single building houses more than one business, the businesses must coordinate awnings.)

ii. Cladding

- (A) Unpainted masonry shall remain unpainted.
- (B) Where wood siding has been installed over original masonry, owners are encouraged to remove the siding and restore original masonry. Where part of original masonry has been removed and cannot be replicated, retain as much of the original masonry as possible.
- (C) Removal of existing materials that obscure original architectural features is strongly encouraged.

iii. Storefronts and Sidewalls

- (A) Transom bands ~~should~~ shall be re-exposed where covered, and restored to glass, where possible.
- (B) Original bulkhead materials ~~should~~ shall be retained, maintained, or uncovered where possible.
- (C) Contemporary storefront modifications that utilize traditional elements and proportions, or simplified interpretations of missing elements, may be used if the original is missing. New designs shall be compatible with the desirable historic features of adjacent buildings, and retain the transparent character of the façade. Storefront divisions or design elements should be symmetrical and balanced. The proportions of original storefront divisions should be retained.
- (D) Cornice lines should be continued, and original parapets reconstructed if possible.
- (E) Storefront divisions or design elements should be symmetrical or balanced. The proportions of original storefront divisions should be retained. Contemporary storefront modifications that utilize traditional elements and proportions, or simplified interpretations of missing elements, may be used if the original is missing. New designs should be compatible with the desirable historic features of adjacent buildings, and retain the transparent character of the façade.
- (F) Sidewalls between parcels may be blank, and without fenestration or added detailing.
- (G) Sidewalls, or secondary facades, when abutting a public way should not be devoid of openings or fenestration, and should include elements and divisions that are compatible with the primary façade.

iv. Doors and Windows

- (A) Closing or filling in original openings shall be avoided; and restoration of original openings is encouraged, except where a later façade has gained significance in its own right. Original placement, arrangement, and function of doors and windows should be preserved where possible.
- (B) Replacement elements shall match originals as closely as possible. Closing or filling in original openings should be avoided; and restoration of original openings is encouraged.
- (C) Maintain recessed entries.
- (D) Original placement, arrangement, and function of doors and windows should be preserved where possible. Replacement elements should match originals as closely as possible.

b. New Construction

- i. ~~New buildings should~~ shall respect the district in which they are located, and be compatible with or complement the desirable surrounding architectural character.
- ii. New construction ~~should~~ shall utilize traditional character-defining features and materials, in a contemporary and/or simplified fashion.
- iii. Building footprints shall be rectangular and shall fill the entire streetfront at the first two levels, with the front façade located at the front edge of the property line, or at the predominant street façade line on the block. New construction on the north side of the 10100 block of Main Street should maintain the current predominant street façade line. Should the applicant follow this guideline, the upper level setback, as required in 12.64.203.C may be a minimum of 18 feet. (see Fig. 12.64.505.B.3.b.iii). Recessed or notched façades are not permitted, with the exception that appropriately scaled recessed entries may be permitted.

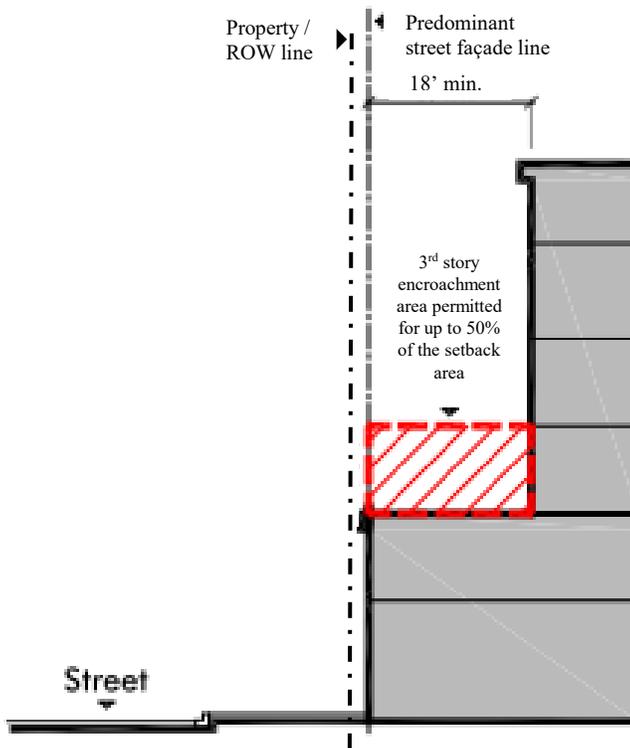


Fig. 12.64.505.B.3.b.iii

- iv. Building heights shall be consistent with those in the District Requirements of the Downtown Subarea Plan & Regulations, and compatible with adjacent buildings. Variation in building height is encouraged.
- v. Storefront divisions shall be compatible in scale and proportion with the building's width and height, and compatible with the adjacent buildings.
- vi. Buildings wider than those traditionally constructed on the block shall include variation in wall plane, articulation and spaced structural bays to provide a scale that is compatible with the original building widths.
- vii. Primary entrances shall be oriented toward the street.
- viii. Roof forms along the portion of Main Street between 101st Avenue NE and 104th Avenue NE shall be flat, and shall not have corner accents or turrets. See Section 12.64.500 Architectural Regulations for areas outside this boundary.
- ix. See Section 12.64.504 for Roof Equipment and Screening. Equipment mounted to rooftops shall be screened from view using elements integrated into the building's architectural features, without the need for special screening elements.

4. Building Materials and Elements

Exterior façade elements are the key components that give a building its style and visual character. Elements include cladding, trim and moldings; storefront systems and windows, doors and transom; supplementary items such as signage and awnings; and color selection.

- a. Storefront Materials - High quality materials, consistent with historic materials on Main Street.
 - i. Metal or wood storefront system with plate glass; with proportions, heights, and profiles appropriate to prevailing existing storefronts.
 - ii. If a new storefront is required, it ~~should~~ shall be designed to fit inside the original framed opening.
 - iii. False divided lights or "snap in" muntins/mullions are not permitted.
 - iv. Transom glazing may be clear, beveled, leaded, etched, or prism glass.
 - v. Contemporary flush doors or residential-style doors are not appropriate.
 - vi. New bulkheads shall be constructed of a material appropriate to the storefront and building on which it is installed. Wood panels and brick veneer were the most common original bulkhead materials on Main Street. New bulkheads should be compatible with surrounding storefronts. Where possible, original bulkheads should be restored.
 - vii. Wall or window air conditioners are not permitted on the front façade of a building.
- b. Awnings or canopies may be installed to provide pedestrian weather protection, signage, and visual character.
 - i. Traditional shed awnings with free hanging valance or flat ~~awnings~~ canopies are appropriate ~~awning shapes~~. Shed awnings may have valance returns, but side panels are not permitted.
 - ii. Bubble type, quarter-round, dome, box-like shapes, shingled-canopy types, and other contemporary commercial designs are not historically appropriate and are not permitted.
 - iii. Awnings or canopies shall not conceal significant architectural features and should be mounted within the building elements that frame the storefront, typically directly below or above the transom.
 - iv. Installation of awnings or canopies shall not damage the structure. Clamps and fasteners used to attach awning frames or canopies should penetrate mortar joints rather than brick or other

masonry surfaces. Care should be taken when attaching new backboards, ~~or~~ rollers, or other elements, not to damage transoms or other building elements.

- v. Material for shed awnings should be canvas, canvas blends, acrylic that resembles canvas, or similar. Vinyl or other shiny, high-gloss material is not appropriate. Returns shall be open, except valance returns are allowed.
 - vi. Roll-out awnings are appropriate, especially where they were used in the original storefronts.
 - vi. Flat canopies, supported by brackets or hung by cables, rods or chains, may be a period-appropriate way to provide weather protection, even on buildings that did not originally have them. The structural depth of canopies should be minimized to reduce obscuring other historical elements. Use of glass is encouraged to reduce shading of storefronts and allow upper facades to be visible from below.
- c. Color
- i. Neon or ultra bright colors are not permitted.
 - ii. When choosing colors, consider compatibility with original finishes as well as with neighboring buildings.
- d. Transparency, Signage, Building Lighting, and Street Furnishings (See also 12.64.600 Signage Regulations)
- i. Storefront display window glazing shall be transparent to promote visibility into businesses. Mirrored, translucent, obscure or dark-tinted glass that prohibits visibility into the building interiors is not permitted.
 - ii. Business displays shall be designed to allow views into the building interiors, and to avoid a sense of clutter and disorder.
 - iii. Signage shall be compatible and in balance with the architectural style and visual character of the building on which is it located.
 - iv. Consideration of projecting blade signage or flush-mounted signage that is integrated with the overall building façade composition is strongly encouraged. Use of historic sign bands and locations are also strongly encouraged.
 - v. Street furnishings and building lighting shall be simple, should not convey a false sense of history, and should be limited to a maximum of two designs.
 - vi. Business signage is permitted on the front valance of an awning but not on valance returns.
 - vii. Internal illumination of awnings to backlight awning signage shall not be permitted.

5. Parking and Curb Cuts

- a. No new driveway curb cuts shall be permitted on Main Street between Bothell Way NE and Kaysner Way, except as provided for in Section 12.64.403.B.1.c.
- b. Whenever possible, existing driveway curb cuts within this segment of Main Street should be removed.

6. Demolition

Demolition of historic inventory buildings, especially designated properties and those eligible for the register, or historic inventory buildings is strongly discouraged. (For demolition review process, see BMC 22.28.060.)

C. RESOURCES AND REFERENCES

1. Washington State Department of Archaeology and Historic Preservation (DAHP)

- a. The State website provides information, documents, maps, photographs and tools regarding historic sites, local government programs, regulations, tax incentives and other useful data.
- b. <http://www.dahp.wa.gov/>

2. National Parks Service

- a. The Secretary of the Interior's Standards for the Treatment of Historic Properties, and associated guidelines, provide guidance for the treatment of historic resources.
http://www.nps.gov/history/hps/tps/standguide/overview/using_standguide.htm
- b. Preservation Briefs are a series of publications to assist property owners, preservation professionals, and others in preserving, rehabilitating, and restoring historic buildings. They are available online.
 - i. <http://www.nps.gov/history/hps/tps/briefs/presbhom.htm>
 - ii. Select, relevant individual briefs are listed below:
 - 01: Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings
 - 02: Repointing Mortar Joints in Historic Masonry Buildings
 - 03: Conserving Energy in Historic Buildings
 - 06: Dangers of Abrasive Cleaning to Historic Buildings
 - 09: The Repair of Historic Wooden Windows
 - 10: Exterior Paint Problems on Historic Woodwork
 - 11: Rehabilitating Historic Storefronts
 - 14: New Exterior Additions to Historic Buildings: Preservation Concerns
 - 15: Preservation of Historic Concrete: Problems and General Approaches
 - 16: The Use of Substitute Materials on Historic Building Exteriors
 - 17: Architectural Character - Identifying the Visual Aspects of Historic Buildings as an Aid to Preserving Their Character
 - 18: Rehabilitating Interiors in Historic Buildings - Identifying Character-Defining Elements
 - 24: Heating, Ventilating, and Cooling Historic Buildings: Problems and Recommended Approaches
 - 32: Making Historic Properties Accessible
 - 33: The Preservation and Repair of Historic Stained and Leaded Glass
 - 37: Appropriate Methods of Reducing Lead-Paint Hazards in Historic Housing
 - 38: Removing Graffiti from Historic Masonry
 - 39: Holding the Line: Controlling Unwanted Moisture in Historic Buildings
 - 41: The Seismic Retrofit of Historic Buildings: Keeping Preservation in the Forefront
 - 42: The Maintenance, Repair and Replacement of Historic Cast Stone
 - 44: The Use of Awnings on Historic Buildings: Repair, Replacement and New Design

Section 6. SEVERABILITY. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 7. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after passage and publication of an approved summary thereof consisting of the title.

Section 8. CORRECTIONS. The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Att-2

APPROVED:

LIAM OLSEN
MAYOR

ATTEST/AUTHENTICATED:

LAURA HATHAWAY
CITY CLERK

APPROVED AS TO FORM:

PAUL BYRNE
CITY ATTORNEY

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO.: _____ (2020)

SUMMARY OF ORDINANCE NO. _____ (2020)

City of Bothell, Washington

On the _____ day of _____, 2020, the City Council of the City of Bothell passed Ordinance No. _____ (2020). A summary of the content of said Ordinance, consisting of the title, is provided as follows:

AN ORDINANCE OF THE CITY OF BOTHELL, WASHINGTON, AMENDING SECTIONS 12.64.101, DOWNTOWN CORE REQUIREMENTS, 12.64.201, BUILDING USE, 12.64.504, ARCHITECTURAL STYLES, AND 12.64.505, HISTORIC RESOURCES REGULATIONS, OF THE BOTHELL MUNICIPAL CODE.

The full text of this Ordinance will be mailed upon request.

LAURA HATHAWAY
CITY CLERK

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO.: _____ (2020)

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Downtown Historic Preservation Code Amendments

Purpose

Preserve/Restore historic structures, especially along Main Street

- Preserve/restore entire structures
- Preserve/restore facades
- New structures that respect/complement historic fabric



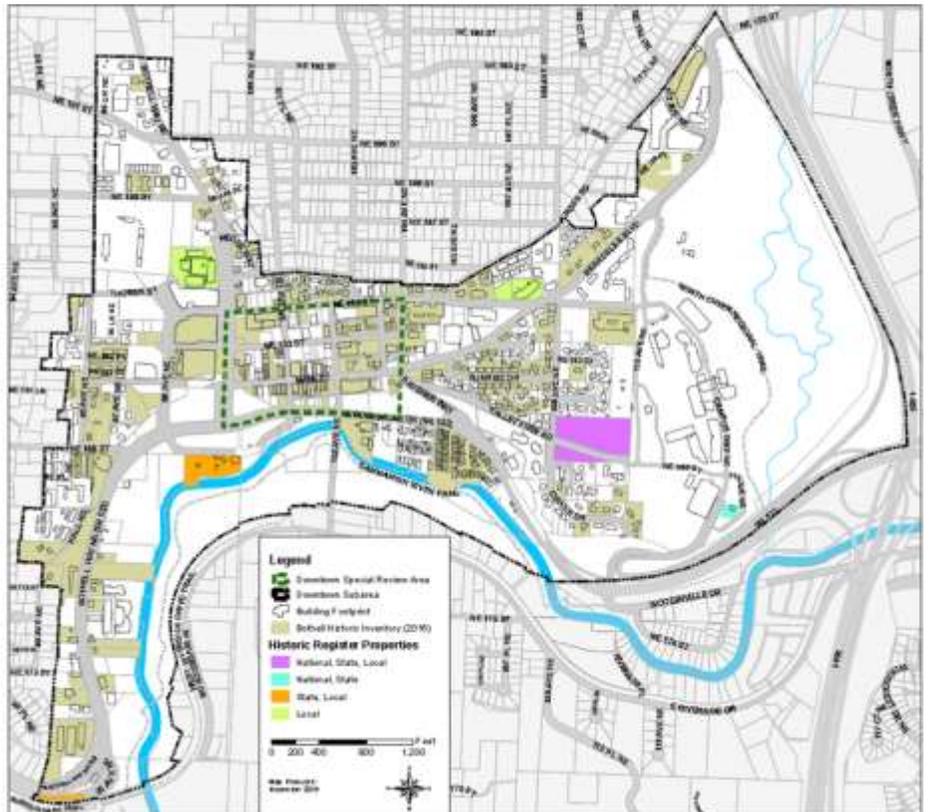
Downtown Core District Requirements

- Special setback regulations
- Parking exception
 - Before Downtown Plan: “Existing structures in the Central Business special district (essentially the DSRA) built prior to 1982 shall be exempted from all parking requirements...”
 - Current: “No minimum parking requirements shall apply to ground floor retail uses fronting Main Street.”

Architectural Styles – minor changes to reflect full range of existing styles

Historic Resources Regulations

- Make map more readable
- Correct references
- Make regulations mandatory for projects in DSRA, on register or eligible for register
- Change several guidelines to requirements and list requirements first



Historic Resources Regulations

- Recognize renovations that have their own historical value
- Address value of saving part of original masonry
- Address canopies



- Address setback on north side of 10100 block of Main Street
- Address roll-out awnings



Planning Commission will hold a continued **public hearing on January 22**, and may make a recommendation to Council at that time. Otherwise, the item will go back to Planning Commission on February 19.

Comments and questions: Dave Boyd, Senior Planner, 452-806-6406, david.boyd@bothellwa.gov



City of Bothell™

TO: Mayor Olsen and Members of the Bothell City Council

FROM: Jennifer Phillips, City Manager

DATE: July 21, 2020

SUBJECT: Consideration of Council’s 2021-2022 Biennium Priorities for Development of 2021-2022 Biennial Budget

POLICY CONSIDERATION: The Council priorities serve as policy direction to the City Manager for the allocation of resources to achieve the Council’s agreed upon goals. This item asks the City Council to consider and discuss priorities and to provide policy direction to the City Manager on what programs and services should be funding priorities for the 2021-2022 biennial budget.

HISTORY:	DATE	ACTION
	OCTOBER 16, 2018	Council adopted goals for the 2019-2020 biennium.
	FEBRUARY 19, 2019	Council adopted the Council Goals Scorecard for 2019-2020.
	MAY 21, 2019	Staff presented Scorecard Update for 1 st Quarter 2019-2020 biennium.
	SEPTEMBER 3, 2019	Staff presented Scorecard Update for 2 nd Quarter 2019-2020 biennium.
	NOVEMBER 19, 2019	Staff presented Scorecard Update for 3 rd Quarter 2019-2020 biennium.
	JUNE 16, 2020	Staff presented Scorecard Update 4 th Quarter 2019-2020 with additional information for Budget Workshop.
	JUNE 23-25, 2020	2021-2022 Budget Workshop.
	JULY 7, 2020	Discussed 2021-2022 Goals and Priorities.

DISCUSSION: Every two years as part of the biennial budget preparation process, the City Council discusses their priorities and establishes long term goals which are used to guide the development of the budget. During the 2021-2022 Council budget workshop meetings held on June 23-25, 2020, Council received a financial overview report which indicated that without adjustments in revenues and expenditures, the City is facing a \$12.5 million deficit for 2021-2022.

This is an ongoing structural deficit and was discussed in 2018 during the 2019-2020 biennial budget preparation process. Council also adopted financial policies in February 2020 that are in line with best financial practices for a financially sound and sustainable public agency. Some expenditure adjustments were made in the 2019-2020 budget to begin addressing the structural deficit, however, due to COVID-19 and the devastating impacts on the economy, revenues have fallen below projections in 2020 resulting in a \$5.4 million shortfall. To mitigate this shortfall, the City laid-off 14 employees, implemented 10% furloughs, placed a hiring freeze on most General Fund positions, and curtailed spending wherever possible resulting in a \$3.4 million savings. The City is projected to use nearly \$2 million of its Unrestricted General Fund Reserve to balance the 2019-2020 biennial budget, resulting in an estimated \$8 million Unrestricted General Fund Balance as of December 31, 2020.

On June 23, staff presented a financial overview to the City Council as part of the 2021-2022 Budget Workshop. The structural deficit discussed in 2018 continues into the 2021-2022 budget development and initial estimates anticipate the deficit to exceed \$12 million. Staff has already begun identifying strategies to reduce the deficit but additional policy direction is needed from the City Council for the City Manager to prepare and present a balanced budget, as required by state law.

The City Council was presented with revenue enhancing options for consideration and staff is seeking direction from the City Council if any of the options should be explored for 2021-2022. Staff requests Council consideration of two revenue options discussed during the budget workshop as part of the strategy to balance the 2021-2022 budget: Councilmanic utility tax increase to generate \$800,000 in annual revenue and adjustment in business license tax formula to generate \$500,000 in annual revenue.

As part of the Budget Workshop, each department presented their preliminary budget estimates, including budget reductions and future opportunities. Based on the proposed goals and Council's discussions and feedback to the City Manager during the workshop, the following priorities were identified by the City Council:

- Developing a Strategic Diversity, Equity and Inclusion Initiative
- Purchasing and implementing an Agenda Management software system with on-line participation
- Expanding the City's community engagement program
- Purchasing a long-range forecasting tool
- Creating a Security Officer position for Information Services

Purchasing Body Cameras for Police Officers
Installing Red Light cameras at two major intersections to reduce accidents
Installing school zone cameras to protect our children
Launching a Community Court and funding human service organizations
Exploring shared Fire and EMS services
Update Downtown Subarea Plan
Funding the Downtown EIS
Funding a Senior Long-Range Planner

FISCAL IMPACTS: | No direct impacts from this report.

ATTACHMENTS: | None

RECOMMENDED ACTION: | Provide policy direction to the City Manager on program and service priorities and revenue enhancements, if any are desired.

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