



Snohomish County

Council Office

MS #609

3000 Rockefeller Avenue

Everett, WA 98201

(425) 388-3559

January 25, 2019

Snohomish County is accepting applications for small capital projects partnership (SCPP) grants until March 29, 2019. This Council sponsored initiative is an opportunity to make real differences in our community.

“This is a great way for the County to partner with local cities and organizations to help fund community projects,” added Council Chair Terry Ryan. “I am glad we are able to continue this program.”

“This program is a great opportunity for Snohomish County to team up with local partners on projects which benefit our community,” said Council Vice Chair Nate Nehring.

These projects must be submitted by both the applicant group and a public entity, as a joint project. SCPP grant projects can be greatly successful with proper planning and cooperation between all parties.

“Every year we see wonderful projects that are assisted with funds from this grant program,” said Councilmember Brian Sullivan. “All of us at the Council are looking forward to seeing what projects will be submitted this year.”

Project proposal will be evaluated against criteria including: the application’s completeness, the proposed project’s consistency with funding limitations imposed by the State of Washington for Real Estate Excise Tax (REET) funds, the proposed project’s feasibility and timing to implementation (including any funding and/or permit issues), the availability of matching funds, the availability of in-kind materials and labor, the applicants’ demonstrated success in completing similar projects, and other relevant information demonstrating the proposed project’s value, readiness, and benefit.

“These grants have been helpful to organizations and cities in my district,” said Councilmember Stephanie Wright. “Even the smallest project can bring lasting benefits to our communities, and we’re proud to be part of that.”

“It is great to see our County investing in projects that benefit our local communities,” added Councilmember Sam Low.

These grants are issued on a reimbursement basis only. Work on the project must be completed before the grant money will be issued.

Questions regarding the program can be directed to Jim Martin, Office of the Snohomish County Council, at (425) 388-6250, or at james.martin@snoco.org.



**SNOHOMISH COUNTY, WASHINGTON
2019 SMALL CAPITAL PROJECTS PARTNERSHIP (SCPP) GRANTS**

Overview, Schedule, and Contents

The **Small Capital Projects Partnership (SCPP)** provides supporting funds for small capital projects within Snohomish County. Funding is provided by the Real Estate Excise Tax 2 (REET 2) Fund. To be eligible for funding, applicant organizations must partner with a public entity on whose land the field or facility is located. Public entities include: school districts, park districts, utility districts, county and cities. The application is submitted by both the applicant group and the public entity. The goal of the program is to award grants across Snohomish County.

Successful SCPP Grant projects consist of good planning and cooperation between the parties. The ability to demonstrate community need and impact of the project, and the ability to manage and complete the project in a timely fashion within budget are key elements of a strong application. Please carefully read all policies and application materials before you begin filling out the application. The application may be filled out electronically and saved. A hard copy original and three copies must be submitted. Please also include a completed W-9 with your application.

Applications are due March 29, 2019 before 5PM. Proposals will be evaluated against criteria, the primary one being that the project must meet the restrictions for REET 2 funds. REET 2 can be used for “planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems, and planning, construction, reconstruction, repair, rehabilitation, or improvement of parks.” (See RCW 82.46.035(5)). Note that land acquisition, facilities repair, maintenance or restoration are not qualifying uses of REET 2.

Additional criteria include: expectation that the project will be completed, and funds expended, by December 31, 2019; availability of matching funds; the availability of in-kind materials and labor; the applicants’ demonstrated success in completing similar projects; and other relevant information demonstrating the proposed project’s value, readiness, and benefit. Projects must be included on the agency’s Capital Improvement Plan for 2019. Preference will be given to projects that have not received SCPP awards in two of the last three years. Project agreements will be approved by the Snohomish County Council and executed by the Council Chair. Funding for project initiation will be available to selected applicants as a reimbursement for actual expenses incurred, not to exceed the amount awarded. Copy of County contract is included, and may not be amended.

Please submit the original and three (3) copies of the application to the following address by March 29, 2019 at 5 PM:

Snohomish County Council Offices

Attention: Jim Martin

3000 Rockefeller Ave, M/S 609

Everett, WA 98201

Please Note: Funds can only be awarded to organizations in Snohomish County, Washington.



**SNOHOMISH COUNTY, WASHINGTON
2019 SMALL CAPITAL PROJECTS PARTNERSHIP (SCPP) GRANTS**

Please read through this application form carefully before starting to fill it out; the instructions are on it. Be thorough, but brief. Excessive use of appended materials (beyond those requested in the application) is neither encouraged nor is to your advantage.

1. Public Entity Co-applicant Agency and Address:		2. Authorized Signature Approving Application Submittal:	
(Agency Name)		Signature	
(Address)		Name and Title	
(City)	(Zip Code)		
Project or Grant Manager: This must be someone available to answer questions about the project.		Name	
Phone:		Email:	

3. Co-Sponsoring Organization Name and Address:	Authorized Signature of Co-Sponsoring Organization
(Agency Name)	Signature
(Address)	Name and Title
(City) (Zip Code)	
Project Contact Person:	Name
	Phone
	Email

4. Title of Proposed Project--be concise but descriptive, e.g., Oak Tree Park Basketball Court:

5. Project Location--provide an address and enough information for staff to find the specific project location:



SNOHOMISH COUNTY, WASHINGTON
2019 SMALL CAPITAL PROJECTS PARTNERSHIP (SCPP) GRANTS

6. Project Cost:

	(a)	SCPP Grant funds requested	\$	
	(b)	Total match/Supporting entity contribution	\$	
	(c)	Total Project Cost:	\$	

7. Project Description

Describe the SCPP Grant Project for which funding is requested. Provide a thorough Scope of Services detailing how the funds will be used and how they relate to a master plan if the funds do not complete the project:



8. Neighborhood/Community Impact

The project's impact should include: **(1)** an explanation of how existing facilities in your service area are inadequate, in disrepair, scarce, or cannot meet the needs of your organization's members and area in general. Pictures may be included. You must define Service Area in your explanation; and **(2)** how the proposed project will remedy the above described situation. (For example: What field conditions will change or be improved as a result of this funding? How will this affect usability?)

Maximum points will be awarded to projects addressing a high priority neighborhood/community facility need. A project will not receive points if the need for the project is not documented. Evaluators will consider proposed project in context of existing facilities.

9. Proposed Project Management

Please describe how this project is carefully planned and clearly ready to proceed as soon as a grant award is available. The elements of a good plan include: a well-defined scope of work, clear and measurable objectives, activities that will accomplish the objectives within a detailed time frame, indication that the applicant has provided for any specialized knowledge or expertise necessary to accomplish the objectives, and evidence that there is well-established coordination between the joint applicants. Any necessary permits need to be identified and steps taken to obtain them noted, including schedule (e.g., timeline to obtain them).



10. Proposed Project Design

Please describe how the proposed project is well designed (site plans, drawings, and/or pictures are encouraged). Maximum points will be awarded to projects that are thoughtfully designed and consider the following elements: meeting current and future needs, appropriate and quality materials, potential phasing, efficiencies, maintenance, aesthetics, space relationships, and sustainable or green design.

11. Insurance Coverage - Funded project Public Entity Co-sponsors will be asked to provide proof of the following insurance coverage.

Please check the appropriate box below to indicate if your organization can obtain each type of coverage. (Waivers may be granted in some instances.)

	Agency can obtain this coverage	Agency cannot obtain this coverage
(1) <u>Public Liability Insurance</u> - \$1,000,000 personal injury and property damage	_____	_____
(2) <u>Worker's Compensation Coverage</u> - as required by the State of Washington	_____	_____
(3) <u>Professional Liability</u> - Only required when providing professional services, \$1,000,000 errors and omissions.	_____	_____
(4) <u>Self-Insured</u> - Public entities only		

HAVE YOU...

- | | | |
|--|-----------|----------|
| (1) Answered all questions in the form? | _____ Yes | _____ No |
| (2) Attached all necessary attachments including copy of agency CIP, W-9, draft Contract or letter of intent to enter into Contract? | _____ Yes | _____ No |
| (3) Signed the application (authorized representative)? | _____ Yes | _____ No |
| (4) Made copies of the application to be given to each person named on page 3 of the application and prepared <u>one original and three copies for submittal</u> ? | _____ Yes | _____ No |

Please submit the original and three (3) copies of the application and a completed W-9 to the following address by March 29, 2019 at 5 PM:

Snohomish County Council Offices

Attention: Jim Martin
3000 Rockefeller Avenue, M/S 609
Everett, WA 98201-4046

AGENCY:
CONTACT PERSON:
ADDRESS:

TELEPHONE/FAX NUMBER:
COUNTY DEPT:
DEPT. CONTACT PERSON:

TELEPHONE/FAX NUMBER:
PROJECT:
AMOUNT:
FUND SOURCE:
CONTRACT DURATION:

AGREEMENT FOR SMALL CAPITAL PROJECTS PARTNERSHIP PROJECT

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and _____, a _____ in the State of Washington (the “Agency”).

RECITALS

WHEREAS, RCW 82.46.035 authorized counties planning under the Growth Management Act the authority to levy an additional quarter percent tax on all sales of real estate; and

WHEREAS, by that legislation, this additional quarter percent tax on sales of real estate must be used solely on capital projects that are listed in a capital facilities plan; and

WHEREAS, capital projects are defined as public works projects of a local government for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems; and planning, construction, reconstruction , repair, rehabilitation, or improvement of parks; and

WHEREAS, by Ordinance No. 14-125, adopted December 17, 2014, the Snohomish County Council provided funding within the Real Estate Excise Tax Fund for an application process for a Small Capital Projects Partnership (SCPP) grant program; and

WHEREAS, applications for the SCPP grants were received when due, March 29, 2019; and

WHEREAS, a review team evaluated and ranked the applications and made recommendations to County Council in April, 2019; and

WHEREAS, the Agency's project was one of _____ projects recommended by the review team and authorized by the County Council for funding by Motion 19-___ approved on _____, 2019;

WHEREAS, the County determined that the Agency's project is eligible for the SCPP grant funding; and

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

- 1. Purpose of Agreement; Project Scope.** The purpose of this Agreement is to provide funding for the Agency's purchase and installation of underground drainage pipes within the Athletic field portion of Brier Park.
- 2. Term; Time of Performance.** This Agreement shall be effective on the date on which it has been executed by authorized representatives of both parties and shall expire on December 31, 2019. The Agency shall commence Project work immediately and complete the Project work required by this Agreement no later than December 31, 2019.
- 3. Reimbursement of Project Expenses.** Subject to Section 6 hereof and upon the completion of the Project to the satisfaction of the County, the County will reimburse the Agency for Project expenses as set forth in the Project budget in Appendix A. The Agency shall submit a request for reimbursement for Project expenses supported by detailed statements, including invoices from third parties incident to those Project expenses, if any, indicating Project work performed as appropriate and consistent with the schedule of Project work outlined in Appendix A. Total requests for reimbursement for this Project shall not exceed \$_____ (the "Contract Maximum").
- 4. Direction and Control.** The Agency agrees that it will perform the Project work under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. The parties agree that neither the Agency nor its employees are entitled to any benefits or rights enjoyed by employees of the County. The Agency specifically has the right to direct and control Agency's own activities in performing the Project work in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.
- 5. Changes.** No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

6. Indemnifications and Hold Harmless-Except for the sole negligence of the County, the Agency shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature which are in any way resulting from Agency's activities and/or services associated with this Agreement. The duty to indemnify and hold the County harmless shall not extend to any claim regarding the City's eligibility to receive grant funding, unless such claim arises out of a misrepresentation by the City to the County that the County reasonable relied upon to its detriment-

In the event the County incurs attorney fees and/or costs in the defense of claims under this provision such attorney fees and costs shall be recoverable from the Agency. In addition Snohomish County shall be entitled to recover from the Agency its attorney fees, and costs incurred to enforce the provisions of this section.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

7. Insurance; No Limitation.

At execution of this Agreement, the Agency, at its' own cost, shall have procured and will maintain for the duration of this Agreement, General Liability and Commercial Automobile Liability insurance with limits of not less than \$1 million combined single limit per occurrence.

Subcontractors:

The Agency shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Agreement not provided by the Agency, shall be subject to all of the requirements stated herein.

8. Non-Discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Agency shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Agency of the Agency's

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

9. Compliance with Laws. The Agency shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

10. Termination.

a. If the Agency breaches any of its obligations hereunder, and fails to cure the same within five (5) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Agency only for the costs of the Project work accepted by the County for reimbursement in accordance with Sections 3 and 8 hereof.

b. The County may terminate this Agreement upon thirty (30) calendar days' written notice to the Agency for any reason other than stated in paragraph a of this Section 14, in which case the County shall pay the Agency for all costs incurred by the Agency in performing this Agreement prior to the date of termination. Payment shall be made in accordance with Sections 3 and 8 hereof.

c. Termination shall not affect the rights of the County under any other section or paragraph herein.

11. Notices. All notices and other communications shall be in writing and shall be sufficiently given and shall be deemed given on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:	Snohomish County Council 3000 Rockefeller Avenue, M/S 610 Everett, Washington 98201 Attention: Carol Taber Legislative Analyst
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If to the Agency:

Attention:

The County or the Agency may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

12 Waiver. Failure of the County to exercise any rights or remedies under this Agreement shall not be a waiver of any rights or remedies by the County and shall not prevent the County from pursuing those rights or remedies at any future time.

13. Nonassignment. The Agency shall not subcontract, assign or delegate any of the rights, duties or obligations covered by this Agreement without the prior express written consent of the County.

14. Conflicts Between Attachments and Text. Should any conflicts exist between any attached exhibit and schedule and the text of this Agreement, the text shall prevail.

15. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

16 Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Agency, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Agency, as the case may be.

17. Severability. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

18. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

SNOHOMISH COUNTY:

County Council

Date: _____

Date: _____

Approved as to form only:

Counsel to the Agency Date

APPENDIX A

**SCOPE OF WORK
AND PROJECT BUDGET**

AGENCY:

PROJECT:

SCOPE OF WORK

1. The Agency will be reimbursed by the County for Project work, including eligible expenses incurred in executing the Project, pursuant to the Agreement in an amount not to exceed the Contract Maximum of \$_____.

The Agency shall _____

_____.

Expenses eligible for reimbursement under the Agreement are defined as those listed in the 'COUNTY' line of the Project Budget below and, to the extent not inconsistent with this Appendix A. Invoices submitted to the County by the Agency will include itemized invoices from third parties, if any, for all eligible expenditures for which the Agency seeks reimbursement. In order to ensure timely closeout of the Project, the Agency shall submit its final invoice to the County no later than thirty (30) calendar days after completion of the Project work to be reimbursed pursuant to this Agreement, PROVIDED THAT, in no event shall billings submitted after that date to be paid by the County and PROVIDED FURTHER, that the aggregate of all billings submitted by the Agency and paid by the County pursuant to this Agreement shall not exceed the Contract Maximum of \$_____.



(425) 388-3494
Fax (425) 388-3496

M/S #609
3000 Rockefeller Avenue
Everett, WA 98201-4606

February 20, 2019

RE: W-9

Dear _____:

We are in the process of adding your business in our accounts payable vendor maintenance system and need to have a completed W-9 on file.

To be in compliance with IRS 1099 regulations, we are required to have your current taxpayer identification number on file. The lack of a valid taxpayer identification number (EIN or SSN) will affect our payment process and could result in a delay of future payments.

Please complete the enclosed W-9 Form or submit your own completed W-9 Form and fax it to (425) 388-3744 or mail it to the following address:

Snohomish County Finance Department
Attn: Accounts Payable
3000 Rockefeller Avenue M/S 610
Everett, WA 98201

Thank you for your cooperation. If you have questions or need additional information please call (425) 388-3401 and ask for W-9 assistance.

Sincerely,

Rochelle T. Terry

Rochelle T. Terry
Administrative Specialist
Snohomish County Council

Enclosure

C: Finance