

SNOHOMISH COUNTY COUNCIL  
SNOHOMISH COUNTY, WASHINGTON

ORDINANCE NO. 24-103

APPROVING AND AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE  
TO SIGN THE INTERLOCAL AGREEMENT BETWEEN THE PORT OF  
EVERETT, CITY OF EVERETT AND SNOHOMISH COUNTY FOR OPERATION  
AND MAINTENANCE OF JETTY LANDING LAUNCH

WHEREAS, it is in the public's interest for public entities, whenever possible  
and practicable, to share facilities and resources; and

WHEREAS, Jetty Landing facilities are owned in common by the Port of  
Everett, the City of Everett and Snohomish County for the benefit of the public; and

WHEREAS, pursuant to the powers accorded to the Port of Everett, the City  
of Everett and Snohomish County pursuant to chapter 39.34 RCW, each possess  
the authority and also have the desire to execute an intergovernmental cooperation  
agreement to outline responsibilities related to operation and maintenance of the  
Jetty Landing Launch; and

WHEREAS, the Port of Everett, the City of Everett and the County have  
negotiated the terms of an interlocal agreement, attached to this ordinance as  
Exhibit A; and

WHEREAS, the County Council held a public hearing on January 8, 2025,  
to consider approving and authorizing the County Executive to sign the agreement  
attached as Exhibit A to this ordinance on the County's behalf;

NOW, THEREFORE, BE IT ORDAINED:

Section 1. The County Council hereby adopts the foregoing recitals as  
findings of fact and conclusions as if set forth in full herein.


Section 2. The County Council approves and authorizes the County  
Executive to execute the *Interlocal Agreement Between the Port of Everett, City  
of Everett, and Snohomish County for Operation and Maintenance of Jetty  
Landing Launch* in the form attached hereto as Exhibit A. The County Council  
further authorizes the Director of the County's Conservation and Natural  
Resources Department to approve amendments to this agreement on behalf of  
the County without the need to obtain additional approvals from the County  
Council or the County Executive.

PASSED this 8<sup>th</sup> day of January, 2025.

ATTEST:

M. G. G. G.  
Deputy Clerk of the Council

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington


  
Council Chair

(X) APPROVED

DATE: January 21, 2025

( ) EMERGENCY

( ) VETOED

  
Dave Somers  
County Executive

ATTEST:

Melissa Geraghty

Approved as to form only:

Deputy Prosecuting Attorney

**EXHIBIT A**  
to  
**ORDINANCE NO. 24-103**

INTERLOCAL AGREEMENT BETWEEN THE PORT OF EVERETT, CITY OF  
EVERETT, AND SNOHOMISH COUNTY FOR OPERATION AND  
MAINTENANCE OF JETTY LANDING LAUNCH

*[See Attached]*

## **INTERLOCAL AGREEMENT BETWEEN THE PORT OF EVERETT, CITY OF EVERETT, AND SNOHOMISH COUNTY FOR OPERATION AND MAINTENANCE OF JETTY LANDING LAUNCH**

This Interlocal Agreement (“**Agreement**”) is made by and between the PORT OF EVERETT, a Washington municipal corporation (“**Port**”), the CITY OF EVERETT, a Washington municipal corporation (“**City**”), and SNOHOMISH COUNTY, a political subdivision of the State of Washington (“**County**”). The Port, the City, and the County are collectively referred to herein as the “**Parties**” or individually as a “**Party**.”

### **RECITALS**

**A.** The Parties own, as tenants-in-common with each party holding title to a one-third undivided interest, the property commonly known as the Jetty Landing Launch, which is located at 10<sup>th</sup> Street and West Marine View Drive, Everett, Washington and is legally described in **Exhibit A (“Premises”)**.

**B.** The Parties have provided and deem it important to continue providing recreation and related facilities for use by the general public at the Premises. The Parties acknowledge that making the Premises available for use by the general public requires the Parties to operate, maintain, and, from time to time, make improvements to the Premises.

**C.** By this Agreement, the Parties desire to delineate the day-to-day responsibilities of the Parties and provide a procedure for identifying and completing larger improvements that fall outside of realm of contemplated day-to-day tasks.

**D.** The Parties are permittees under National Pollutant Discharge Elimination System and State Waste Discharge General Permits issued by the Washington State Department of Ecology (“**Ecology**”). The County is a Phase I Municipal Stormwater Permit permittee. The City is a Western Washington Phase II Municipal Stormwater Permit permittee. The Port is a Western Washington Phase II Municipal Stormwater Permit secondary permittee. The Parties’ permits, along with any successor or replacement permits, are referred to collectively as “the Stormwater Permits.” The Parties intend for the Port to perform those obligations identified in this Agreement and its exhibits that arise under the Stormwater Permits related to the Premises.

### **TERMS & CONDITIONS**

**IN CONSIDERATION** of the mutual promises and performances provided herein, the Parties hereto for themselves, their assigns and successors in interest, agree as follows:

**1. TERM.** This Agreement shall commence upon execution by the Parties and filing pursuant to RCW 39.34.040 or once posted on the County’s Interlocal Agreements website and shall remain in effect in perpetuity unless sooner terminated as provided in this Agreement. This Agreement may be terminated for any reason at any time by any of the Parties upon sixty (60) days’ prior written notice by one party to the others.

**2. DECISION MAKING.** The Port, County, and City shall each appoint one person to serve on a management advisory committee (“**Committee**”) to make recommendations to the Parties regarding the Premises. The Committee shall meet at least quarterly to discuss the operation and

maintenance of the Premises and review proposed Capital Improvements (defined below). The Committee shall make recommendations to the Parties regarding particular improvements or activities to be undertaken with respect to the Premises. The Committee will make recommendations to the Parties, but Committee recommendations do not bind any Party.

### **3. DUTIES OF THE PARTIES.**

#### **3.1 Port's Duties.** The Port agrees to perform as follows:

**3.1.1** Hold the Premises open for recreational purposes to the general public, with County residents entitled to access and use of the Premises on the same terms as residents of the City.

**3.1.2** Charge no fee for entering and utilizing the Premises; provided, however, that the Port may charge reasonable fees for special use of the Premises to help offset operational costs. For example, the Port may charge a reasonable fee for use of the boat ramp and docks. All fees will be set by the Port at its sole discretion.

**3.1.3** Perform all activities, tasks, and obligations related to property and facility management identified in Exhibit B.

**3.1.4** Perform all activities, tasks, and obligations related to stormwater management identified in Exhibit C.

**3.1.5** As required by the Washington State Recreation and Conservation Office ("RCO"), use all revenues the Port collects from use of the Premises for operation, maintenance, renovation, and/or improvements of the Premises.

**3.1.6** Provide a statement of revenues and expenses related to the Premises to the City and County annually.

**3.1.7** Participate in the review of proposed Capital Improvements (as defined below) and fund the Capital Improvements as set forth in the Parties' separate agreement(s) for Capital Improvements described in Section 5 below.

**3.1.8** Cooperate with the Parties and with local, state, and federal governmental agencies in order to maximize the utilization of any grant funds that may be available to maintain or improve the Premises for its use as intended by this Agreement.

#### **3.2 City's Duties.** The City agrees to perform as follows:

**3.2.1** Participate in the review of proposed Capital Improvements (as defined below) and fund the Capital Improvements as set forth in the Parties' separate agreement(s) for Capital Improvements described in Section 5 below.

**3.2.2** Cooperate with the Parties and with local, state, and federal governmental agencies in order to maximize the utilization of any grant funds that may be available to maintain or improve the Premises for its use as intended by this Agreement.

#### **3.3 County's Duties.** The County agrees to perform as follows:

**3.3.1** Complete mapping of stormwater facilities as modifications or additions are made, or as new information is found related to the stormwater system.

**3.3.3** Participate in the review of proposed Capital Improvements (as defined below) and fund the Capital Improvements as set forth in the Parties' separate agreement(s) for Capital Improvements described in Section 5 below.

**3.3.4** Cooperate with the Parties and with local, state, and federal governmental agencies in order to maximize the utilization of any grant funds that may be available to maintain or improve the Premises for its use as intended by this Agreement.

**4. DAMAGE TO PREMISES.** For any damage caused by a third party, the Port will be solely responsible for the costs of repair or replacement and may complete those repairs or replacement without approval by the other Parties. The Port may retain any funds it recovers from a third party for such losses.

**5. CAPITAL IMPROVEMENTS.** The Port, City, or County may propose an improvement to the Premises with a useful life greater than two (2) years and cost greater than ten thousand dollars (\$10,000) ("**Capital Improvement**"). If the Parties agree to a Capital Improvement, the Parties will enter into a separate agreement detailing the Parties' obligations for the financing, design, construction, ownership, and maintenance of the Capital Improvement.

Any Party may choose to solely finance, design, construct, and maintain a Capital Improvement in its own discretion subject to the other Parties' approval, which approval will not be unreasonably withheld.

**6. INDEMNIFICATION.**

**6.1 Duty to Indemnify.** Each Party shall defend, indemnify and hold the other Parties, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees ("**Claim**"), arising out of that Party's negligent acts or omissions in connection with the performance of its obligations and duties under this Agreement, except to the extent the injuries or damages are caused solely by the acts of a Party; provided, that if any such Claim is based on the concurrent negligence of more than one Party, then the indemnifying party's obligation hereunder applies only to the extent of its negligence. It is further specifically and expressly understood that the indemnification provided in this Section 6 constitutes the Parties' waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties.

**6.2 Notice.** Each Party shall give the other Parties proper notice as provided herein of any Claim coming within the purview of these indemnities.

**6.3 Survival.** The provisions of this Section 6 shall survive the expiration or termination of this Agreement.

**7. MISCELLANEOUS**

**7.1 Notice.**

**7.1.1 Method.** Notices to the Parties required hereunder may be given by mail, overnight delivery, email, or personal delivery. Each Party shall provide the other Parties written notice of the address for providing notice to that Party. Any Party wishing to change its address shall promptly notify the Parties. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail or overnight delivery services, sent by email (with confirmation of transmission), or received by personal delivery.

**7.1.2 Notice to the Port.** Notices required to be given to the Port shall be directed as follows:

Name, Title:	Jeff Lindhout, Chief of Marina Operations and Marina Administration
Address:	PO Box 538
Address:	
City, State, Zip:	Everett, WA 98206-0538
E-mail:	Jefflin@portofeverett.com

**7.1.3 Notice to the City.** Notices required to be given to the City shall be directed as follows:

Name, Title:	Bob Leonard, Director of Parks and Facilities
Address:	802 E. Mukilteo Blvd.
Address:	
City, State, Zip:	Everett, WA 98203
E-mail:	bleonard@everettwa.gov

**7.1.5 Notice to the County.** Notices required to be given to the County shall be directed as follows:

Name, Title:	Sharon Walker, Parks & Recreation Director
Address:	6705 Puget Park Dr.
Address:	
City, State, Zip:	Snohomish, WA 98296
E-mail:	Sharon.walker@snoco.org

**7.2 Venue.** The venue for any action related to this Agreement shall be in the Superior Court in and for Snohomish County, Washington at Everett, Washington, or if applicable, in Federal District Court, Western District of Washington.

**7.3 Amendment.** This Agreement may not be amended or modified in any manner except by an instrument in writing signed by a duly authorized officer or representative of each of the parties hereto.

**7.4 No Third Party Beneficiaries.** There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement. In addition to the foregoing, nothing in this Agreement is intended to create a special relationship or other basis for third party liability.

**7.5 Execution.** This Agreement may be simultaneously executed in several counterparts which may be transmitted by email, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

The responsive Party has, and by this section assumes, no obligation on behalf of the other Party(ies) to claim any exemption from disclosure under the Act. The responsive Party shall not be liable to the other Party(ies) for releasing records not clearly identified by the other Party(ies) as confidential or proprietary. The responsive Party shall not be liable to the other Party(ies) for any records that the responsive Party releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

**7.7 Interlocal Cooperation Act.** The purpose of this Agreement is to provide for the day-to-day responsibilities of the Parties regarding the Jetty Landing Launch and provide a procedure for identifying and completing larger improvements, all as set forth herein. Each of the Parties to this Agreement shall designate an individual (an “Administrator”), who may be designated by title or position, to oversee and administer that Party’s participation in this Agreement. The Parties’ initial Administrators shall be the individuals specified in Section 7.1 above. Any Party may change its Administrator at any time by delivering written notice of the party’s new Administrator to the other parties. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by any Party in connection with the performance of this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has been either filed with the County Auditor or posted on the County’s Interlocal Agreements website.

**7.8 Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.



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

*[Remainder of page intentionally left blank. Signatures follow.]*

**PORT OF EVERETT:**

A handwritten signature in blue ink, appearing to be "R. L. Smith", written over a horizontal line.

**CEO/Executive Director**

**Date:** December 10, 2024

**APPROVED AS TO FORM:**

A handwritten signature in blue ink, appearing to be "J. J. Smith", written over a horizontal line.

**Port District Attorney**

**CITY OF EVERETT:**



**Mayor**

**Date:** 02/10/2025

**APPROVED AS TO FORM:**



APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY

**Office of the City Attorney**

**ATTEST:**



**Office of the City Clerk**

**SNOHOMISH COUNTY:**

Harper, Lacey Digitally signed by Harper,  
Lacey  
Date: 2025.01.08  
13:13:06 -08'00' Executive Director

**County Executive**

**Date:** 1/8/25

**APPROVED AS TO FORM:**

Marsh, George Digitally signed by Marsh,  
George  
Date: 2024.10.29 13:19:37  
-07'00'

**Deputy Prosecuting Attorney**

## **Exhibit A**

### **JETTY LANDING LAUNCH**

**PARCEL NUMBERS: 29051800204000 and 29051800200200**

### **AGGREGATE DESCRIPTION FOR LANDS**

That portion of the First Class Tidelands lying westerly of Government Lots 1 and 2, Section 18, Township 29 North, Range 5 East W.M., described as follows: Commencing at the intersection of the Monument Line of Grand Avenue with the Monument Line of 14<sup>th</sup> Street in the City of Everett; thence N89 52'00"W, along the Monument Line of 14<sup>th</sup> Street produced, for 587.78 feet to an intersection with the westerly margin of the Northern Pacific Railway Company's right-of-way; thence N1 15'00"W, along the westerly margin of the Northern Pacific Railway Company's right-of-way for 1831.53 feet; thence N89 52'00"W, for 732.94 feet to the True Point of Beginning; thence S0 08'00"W, for 350.00 feet; thence N89 52'00"W, for 1393.05 feet to an intersection with the Government Harbor or Pierhead line, thence N3 49'50"E, along said Government Harbor or Pierhead line, for 709.47 feet; thence S89 52'00"E for 1347.26 feet; thence S0 08'00"W, for 358.00 feet to the True Point of Beginning.

TOGETHER WITH an easement for ingress, egress and utilities over, under, across, through and upon that portion of the First Class Tidelands lying westerly of Government Lots 1 and 2, Section 18, Township 29 North, Range 5 East W.M., described as follows: Commencing at the intersection of the Monument Line of Grand Avenue with the Monument Line of 14<sup>th</sup> Street in the City of Everett; thence N89 52'00"W, along the Monument Line of 14<sup>th</sup> Street produced, for 587.78 feet to an intersection with the westerly margin of the Northern Pacific Railway Company's right-of-way; thence N1 15'00"W, along the westerly margin of the Northern Pacific Railway Company's right-of-way for 1831.53 feet to the True Point of Beginning of this description; thence N89 52'00"W for 732.94 feet; thence N0 08'00"E for 60.00 feet; thence S83 52'00"E for 647.10 feet to the point of a curve of a curve to the left having a radius of 100.00 feet; thence easterly, along the arc of said curve to the left and consuming a central angle of 56 25'46", an arc distance of 98.49 feet; thence N33 42'14"E for 93.87 feet to the point of curve of a curve of said curve to the right having a radius of 50.00 feet; thence easterly, along the arc of said curve to the right and consuming a central angle of 51 52'53", an arc distance of 45.28 feet to an intersection with the westerly margin of Norton Avenue, said westerly margin begin the arc if a curve having a radius of 6074.65 feet and from which intersection the radius point of the latter said curve bears N85 35'07"E; thence southerly, along the westerly margin of Norton Avenue and the arc of the latter said curve, being a curve to the left, to an intersection with the westerly line of that certain triangular parcel of land containing 16/100 acres more or less, being that parcel of land formerly belonging to the C.B. Lumber & Shingle Company in front of Government Lots 1 and 2, Section 18, Township 29 North, Range 5 East N.M. and conveyed to Jamison Mill Company by deed dated November 4, 1926, and recorded in Volume 232 of Deeds, page 378, records of Snohomish County; thence southwesterly, along the westerly line of said certain triangular parcel of land, to a point which bears S89 52'00"E from the True Point of Beginning; thence N89 52'00"W to the True Point of Beginning.

**Exhibit B**  
**Operation and Maintenance Duties**

**The Port's operation and maintenance obligations are:**

- a) Float repair
- b) Lighting and electrical repairs
- c) Parking lot striping, sweeping, and asphalt repairs
- d) Irrigation repairs
- e) Signage repairs
- f) General landscape maintenance
- g) Clean restrooms and dump garbage
- h) Respond to and clean up spills
- i) Report spills as required by law
- j) Ticket machine maintenance and management
- k) Parking maintenance and management
- l) Other maintenance and operation actions valued at Ten Thousand Dollars (\$10,000) or less
- m) Other routine maintenance and operation actions that occur on an annual or more frequent basis

The Port shall perform all activities consistent with law and shall obtain all permits, approvals, and permissions required under federal, state, or local law or regulation for such activities.

## **Exhibit C**

### **Stormwater Obligations**

- 1.0 INTENT: To establish practices and standards in compliance with the Parties' Stormwater Permits, to reduce water quality impacts from operation and maintenance activities at the Premises and ensure stormwater facilities are maintained and functioning as designed.
- 2.0 UPDATES: This document is to be reviewed and updated, as needed, following modifications or reissuance of the Parties' Stormwater Permits.
- 3.0 MAINTENANCE STANDARDS FOR STORMWATER FACILITIES— The Port will utilize the Operation and Maintenance Standards listed in the most current Stormwater Management Manual for Western Washington (SWMMWW) provided by the Washington State Department of Ecology for all inspection and maintenance actions, with the addition noted below:
- A. Tide gates operation and maintenance standards shall be according to those provided Tideflex maintenance standards and utilizing the attached inspection sheet (Attachment C.1.a.) or a form substantially similar.
- 4.0 INSPECTION AND MAINTENANCE OF STORMWATER TREATMENT/FLOW CONTROL FACILITIES  
*[Condition S5.C.10 (Phase I Permit), Condition S5.C.9 (Phase II Permit)]*  
The Port will use the approved Maintenance Standards to conduct inspections of all stormwater treatment and flow control BMPs/facilities located at the Premises annually and following any 24-hour storm event with a 10-year or longer recurrence interval. When an inspection identifies an exceedance of the maintenance standard, maintenance shall be performed within 1 year for typical maintenance of facilities, except catch basins, and within 2 years for maintenance that requires capital construction of less than \$25,000. Inspection reports will be provided to the City and County within fifteen days of inspection and the Parties will meet to discuss any findings that cannot be addressed by the Port within 6 months of the inspection to determine appropriate action.
- 5.0 INSPECTION AND MAINTENANCE OF CATCH BASINS  
*[Condition S5.C.10.d (Phase I Permit), Condition S5.C.9.c.iii (Phase II Permit)]*  
The Port will use the approved Maintenance Standards to conduct inspections of all catch basins located at the Premises annually. When an inspection identifies an exceedance of the maintenance standard, maintenance shall be performed within 6 months. Inspection reports will be provided to the City and County within fifteen days of inspection and the Parties will meet to discuss any findings that cannot be addressed by the Port within 6 months of the inspection to determine appropriate action.

## 6.0 PRACTICES TO REDUCE STORMWATER IMPACTS

*[Condition S5.C.10.e. and S5.C.10.f. (Phase I Permit), Condition S5.C.9.d and S5.C.9.e (Phase II Permit)]*

The Port will utilize applicable source control BMPs found in the SWMMWW to reduce the stormwater impacts associated with runoff from parking lots, roads and associated maintenance activities outlined below:

- Pipe cleaning
- Cleaning of culverts that convey stormwater in ditch systems
- Ditch maintenance
- Street cleaning
- Road repair and resurfacing, including pavement grinding
- Snow and ice control
- Utility installation
- Maintaining roadside areas, including vegetation management
- Dust control
- Pavement striping maintenance
- Application of fertilizers, pesticides, and herbicides according to the instructions for their use, including reducing nutrients and pesticides – using alternatives that minimize environmental impacts.
- Sediment and erosion control
- Landscape maintenance and vegetation disposal
- Trash and pet waste management
- Building exterior cleaning and maintenance
- Preparing for building renovation or demolition

Specifically, the Port shall employ these practices to minimize, reduce, eliminate or otherwise manage pollutants discharged from specific activities:

### 6.1 Application of Fertilizers and Pesticides

- a) All efforts will be made to minimize the use of fertilizers and pesticides on the Premises. When application is required, however, the following practices shall be followed.
- b) The Port will ensure at least one staff member present during pesticide or herbicide application is properly licensed.
- c) Applicators shall follow label instructions and any applicable local ordinances.
- d) Pesticide products are to be purchased at the time of use and only in quantities needed for the particular application.
- e) Chemicals are to be stored in accordance with manufacture's recommendations.
- f) Applicators shall follow an Integrated Vegetation Management approach (IVM).

### 6.2 Sediment and Erosion Control

- a) Applicable City Public Works Permits and/or Construction Stormwater General Permit coverage shall be obtained for all construction projects that meet the permit's requirements for coverage.



- b) Sediment released during maintenance activities shall be contained such that it does not enter any surface waters.
- c) If maintenance activities are expected to generate significant quantities of sediment, or if the activities have the potential to generate runoff which could enter surface waters, an erosion control plan shall be developed for the activity.
- d) The Stormwater Pollution Prevention Plan (SWPPP) required under any Construction Stormwater General Permit coverage shall be prepared and provided to the Parties.

### 6.3 Landscape Maintenance and Vegetation Disposal

- a) To the extent possible, grass clippings and tree/shrub prunings will be left scattered on site to decompose naturally. When necessary, large amounts of material may be removed and taken to a contained dump site for composting or burning. Leachate from any pile consisting of grass clippings or tree/shrub prunings shall not enter any surface waters.
- b) Fuel for off-road equipment (mowers, weed cutters etc.) will be stored according to the requirements in the SWMMWW.
- c) Vehicles used for landscape maintenance will contain spill kits. Staff using these vehicles shall be directed in the proper use of the kits. Kits shall be inspected bi-annually. Contents of kits shall be replaced as needed following the event of a spill or upon determining additional or alternate items are warranted.

### 6.4 Building Exterior Cleaning, Maintenance and Renovation or Demolition

- a) For buildings built or renovated between 1950 – 1980, prior to any cleaning, the structure shall be tested for PCBs and, if present, wash water will not be allowed to be discharged to the MS4. Additionally, cleaning agents shall not be allowed to enter surface waters or the stormwater system on the Premises.
- b) Should any buildings be planned for renovation or demolition, practices must be in place to prevent PCBs from entering the MS4 during renovation or demolition.

### 6.5 Chemical Handling

- a) Painting products/solvents are to be stored in appropriately marked containers in an inflammable liquid storage cabinet designed for containment.
- b) Used oil and antifreeze is to be recycled /or disposed by an appropriately licensed commercial waste hauler.

### 6.6 Street Sweeping

- a) Implement a street sweeping program targeting high priority areas and times. High priority areas are as defined in S5.C10.f.i of the Phase I Permit and S5.C.9.e of the Phase II Permit.
- b) Sweep at least once a year between July and September and at least three additional times a year.
- c) Maintain records of sweeping and provide to County and City with other maintenance documentation.

### 6.7. Additional BMPs.

Where existing BMPs are not already provided in the SWMMWW, the following practices will be followed:

- Storm pipe cleaning – Storm pipe cleaning practices will follow the standard for culverts located in a ditch system with inspection for scour and sedimentation to be completed on a regular basis. In addition, pipes are to be cleaned, as needed, and repairs made to the pipe system and inlets and outlets. Practices outlined in [WSDOT's Best Management Practices Field Guide for ESA Habitat Protection](#) (#2 and #3) (incorporated by reference) will be followed.
- Road repair and resurfacing, including pavement grinding – Practices outlined in [WSDOT's Best Management Practices Field Guide for ESA Habitat Protection](#) (#1) will be followed.
- Pavement striping maintenance - Practices outlined in [WSDOT's Best Management Practices Field Guide for ESA Habitat Protection](#) (#1) will be followed.
- Trash and pet waste management – The Port will conduct regular inspections for trash and pet waste and remove such to an appropriate waste receptacle.

## 7.0 SPILL RESPONSE AND REPORTING REQUIREMENTS

7.1 Spill Response Plan — A Spill Response Plan shall be prepared by the Port and approved by the City and County. A copy of the plan shall be available on the Premises and accessible by all Port staff.

7.2 Spill Containment and Cleanup Kits – Spill containment and cleanup kits shall be placed in a central location at or near the Premises.

## 8.0 ILLICIT DISCHARGE DETECTION AND ELIMINATION

*[Condition S5.C.9.d. (Phase I Permit), Conditions S5.C.5. (Phase II Permit)]*

The Port shall implement the requirements of Condition S5.C.9.d of the Phase I Stormwater Permit and Conditions S5.C.5. of the Phase II Stormwater Permit. Notify County and City staff of an IDDE discovered (that is not a G3) within 7 days and provide documented corrective actions within 21 days.

## 9.0 TRAINING PROGRAM

*[Conditions Phase I Permit S5.C.8.e (Source Control), S5.C.9.e (IDDE) and S5.C.10.h (Operation and Maintenance); Phase II Permit S5.C.9.e (Source Control), S5.C.5.f (IDDE) and S5.C.9.g (Operation and Maintenance)]*

Annually, the Port shall train staff responsible for operations or maintenance of the stormwater systems, source control, and illicit discharge detection and elimination on the Premises. Follow-up training will be provided on an as needed basis to address changes in procedure, techniques or staffing.

## 10.0 RECORDS

The Port shall maintain records for all activities, tasks, and obligations performed by the

Port under this Exhibit C and will make those records available to the City and County on January 15 of each year in a format agreeable to the Parties.

#### 11.0 NOTIFICATIONS

The Port shall comply with the Stormwater Permits' reporting obligations as follows:

##### Condition G20 – NON-COMPLIANCE NOTIFICATION.

As applicable, the Port shall make the notification required under Condition G20 of the Stormwater Permits, subject to the following conditions. As soon as the Port becomes aware that the Port's stormwater management on the Premises will not comply with or has failed to comply with the terms and conditions of this agreement related to stormwater, the Port shall immediately notify the County and the City and convene the Parties to discuss the issue and verify the actions to be taken, including any required notification to Ecology. Joint notification or notification by one Party on behalf of another Party or Parties may occur only with the agreement of the relevant Parties. Any Party may, in its own judgment, determine whether non-compliance under its Stormwater Permit has or will occur and act on its own behalf as it deems appropriate under its own Stormwater Permit. The Port shall have no obligation to make any notification to Ecology regarding Stormwater Permit non-compliance without the consent of the Party whose Stormwater Permit is implicated by the discharge. Time is of the essence for the Port to identify potential failures under this agreement related to stormwater and to convene the Parties to discuss the issue because notification to Ecology, in certain circumstances must occur in writing within 30 days of the Permittee becoming aware that the event has occurred.

##### Condition G3 – NOTIFICATION OF DISCHARGE, INCLUDING SPILLS.

As soon as the Port has knowledge of a discharge, including spill(s), into or from the stormwater system on the Premises that could constitute a threat to human health, welfare, or the environment, the Port shall take the actions required by Condition G3. The Port shall also notify the County and City when notifications are made under Condition G3.B, C, or D at the time they occur.

##### Condition S4.F – PROHIBITED DISCHARGE NOTIFICATION.

The Port shall make the notification required by Condition S4.F.1, as applicable, subject to the following limitations. As soon as the Port becomes aware, based on credible site-specific information, that a discharge requiring notification under Condition S4.F.1 has occurred, the Port shall immediately notify the County and the City and convene the Parties to discuss the issue and verify the actions to be taken, including notification to Ecology. Joint notification of Ecology or such notification by one Party on behalf of another Party or Parties may occur only with the agreement of the relevant Parties. The Port shall have no obligation to make any notification to Ecology without the consent of the Party whose Stormwater Permit is implicated by the discharge. Any Party may, in its own judgment, determine whether the standard for S4.F notification under its own Stormwater Permit has occurred and act on its own behalf as it deems appropriate under its Stormwater Permit. Time is of the essence for the Port to identify potential S4.F water quality issues and convene the Parties to discuss the issue because notification to Ecology must occur in writing within 30 days of the Permittee becoming aware of the discharge.

If Ecology requires an adaptive management response under Special Condition S4.F.2 and S4.F.3 of the Stormwater Permits, the Parties will work together to develop the required adaptive management response.

#### 12.0 FAILURE TO PERFORM

Except where otherwise specified in this agreement, the Port shall notify the County and the City within 5 business days of any failure to perform any of the above-described activities, tasks, or obligations so the County and the City can determine what steps to take to maintain compliance with their respective Stormwater Permits. The Port shall provide maintenance and inspection reports, IDDE reports, and any spill notification documentation to the County and City by October 15<sup>th</sup> annually.

13.0 The Port shall perform all activities consistent with law and shall obtain all permits, approvals and permissions required under federal, state or local law or regulation for such activities.



# STORM DRAINAGE BACKFLOW VALVES & FLAPPER GATES (SMITH ISLAND) SERVICE & INSPECTION CHECKLIST

Date: \_\_\_\_\_ Inspected By: \_\_\_\_\_ Asset #/Facility Name: \_\_\_\_\_

Address: \_\_\_\_\_ Thomas Page, Letter, Number: \_\_\_\_\_

Time Arrived on Site: \_\_\_\_\_ Time Left Site: \_\_\_\_\_

Type of inspection: ☐ Low-tide ☐ High-tide

## General Observations:

☐ Yes ☐ No Is water flowing? ☐ Yes ☐ No Standing water? Depth: \_\_\_\_\_ Comments: \_\_\_\_\_

☐ Yes ☐ No Evidence of obstructions or erosion in vicinity of valves or gates that could affect performance?

## Valve/Gate Conditions:

☐ Yes ☐ No Does the gate show signs of settling, cracking, or other problems?

☐ Yes ☐ No Is there evidence of beaver activity?

☐ Removed today

☐ Will generate service request

☐ Yes ☐ No Is there accumulation of trash, debris, and/or litter to be removed?

☐ Removed today

☐ Will generate service request

☐ Yes ☐ No Is there accumulation of sediment?

☐ Removed today

☐ Will schedule removal

☐ Yes ☐ No Is sediment accumulation heavy?

☐ Yes ☐ No Any signs of vandalism or other activity that could affect performance of the valve/gate? Comments: \_\_\_\_\_

## Structural Components:

☐ Yes ☐ No Are the pipes/inlets going into or out of the valve clogged or obstructed? Comments: \_\_\_\_\_

☐ Yes ☐ No Does the frame and foundation show signs of deterioration, cracking, or other problems?

☐ Repaired today

☐ Will generate service request

☐ Yes ☐ No Does the bar rack grating show signs of deterioration or damage?

☐ Repaired today

☐ Will generate service request

☐ Yes ☐ No Does the flapper valve seat properly during high tide so not reverse flow exists? Comments: \_\_\_\_\_

☐ Yes ☐ No Is the orifice and/or bar rack obstructed? Comments: \_\_\_\_\_

☐ Yes ☐ No Is the valve/gate in need of repair? Comments: \_\_\_\_\_

☐ Will generate repair service request

☐ Yes ☐ No Is the valve/gate obstructed? Comments: \_\_\_\_\_

☐ Yes ☐ No Are there loose objects or debris in the vicinity which could become clogged in the valve/gate?

☐ Removed today

☐ Will generate service request

☐ Yes ☐ No Is there accumulation of trash, debris, and/or litter to be removed?

Amount of debris removed: ☐ Light ☐ Medium ☐ Heavy ☐ Removed today

☐ Will generate service request

☐ Yes ☐ No Do any safety features, i.e., gates and fences need repair or replacement?

☐ Will generate service request

☐ Yes ☐ No Is the access road in need of repair?

☐ Will generate service request

Signature \_\_\_\_\_

Total number of service requests generated: \_\_\_\_\_

**Exhibit D**  
**Example Capital Projects**

The following are examples of Capital Improvements that could be considered by the Parties:

- a) Dredging
- b) New float replacement
- c) New lighting
- d) New dock for the Jetty
- e) New fishing ramp, pier and float
- f) New launch lane for smaller non-powered vessels such as paddleboards and kayaks
- g) New entrance to comply with standards
- h) New significant landscaping projects beyond normal maintenance
- i) New buildings or structures
- j) Development of a multi-use area for festivals and over flow parking
- k) Stormwater retrofit and treatment projects.