



# Project Inspection Report

**Project Sponsor:** Snohomish County Parks & Rec  
**Program:** LWCF

**Project Name:** Kayak Point  
**IAC/NPS Number:** 74-063 D 53-00270

**Site Name:** Kayak Point County Park  
**Latitude:** 48 8 8N  
**Location:** (None)

**County:** Snohomish  
**Longitude:** 122 21 35W

**Current Status:** Closed Completed

**Date of Last Inspection:** July 1, 1999

**Inspection Comments:**

Kayak Point Park consists of two distinct parts, the Kayak Point Golf Course and the waterfront park. LWCF funds were used to develop the waterfront portion. County has been making improvements to both the waterfront area as well as the camping area. The county recently installed yurts for campers to rent. In general, the park looks great. When making improvements, the county should review improvements for accessibility.

Checked	Elements	Items	Quantity	Description
	Campground Facilities	Campsites - without hookups	1.00	
	Fencing & Gates	Fencing & gates - other	1.00	
	Landscaping	Landscaping - other	1.00	
	Parking	Parking - asphaltic concrete	1.00	beach parking
		Parking - gravel	1.00	plateau parking
	Restrooms	Restrooms - other	2.00	
	Shelters	Picnic	1.00	
	Site Preparation	Site preparation - other	1.00	
	Trails	Trails - asphaltic concrete	1.00	
	Utilities	Utilities - other	1.00	
	Water Access Facilities	Loading floats - concrete	1.00	
		Moorage buoys	10.00	
		Piers	1.00	
		Ramp surface - concrete pushed in place	1.00	

Type of Inspection:

Interim  Final  Compliance

Inspection Performed by: Scott Rogers

Date: 7/13/99

**Current Use Conditions**

YES	NO	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- The site is being used for the intended purposes?
- Site is developed in quality manner?
- Adequate health and safety measures are provided?
- Project is managed in compliance with the Project Agreement?

**Availability for Use**

YES	NO	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- The site is available with no evidence of discrimination or public use restrictions.
- The property is attractive and inviting to the public.
- The property is available to the public during reasonable hours and time of day.

**Signing**

YES	NO	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- IAC participation in project is indicated in a conspicuous manner.
- NPS participation in project is indicated in a conspicuous manner.
- Signs designating site as public recreation/habitat area.
- Directional signs are provided for easy access.
- The facilities at the site are well marked for easy location.



RECEIVED

JUL 15 1999

SNOHOMISH COUNTY  
PARKS & RECREATION DEPT.

STATE OF WASHINGTON

INTERAGENCY COMMITTEE FOR OUTDOOR RECREATION

P.O. Box 40917 • Olympia, Washington 98504-0917 • (360) 902-3000 • FAX (360) 902-3026

July 13, 1999

Ron Martin  
Snohomish County Parks & Rec  
3000 Rockefeller Ave. MS 303  
Everett, WA 98201

RE: Park Inspections

Dear Mr. Martin,

IAC staff recently inspected many Snohomish County Parks for Project Agreement compliance. Per IAC Participation Manual #7, *Procedures for Funded Projects*, an on-site "Post Completion Compliance Inspection" is required every five years.

Enclosed are reports detailing the results of the compliance inspections. They will become part of the permanent IAC file. In our opinion, the results of the inspections indicate compliance with the Project Agreements.

If you have questions, do not hesitate to call me at (360) 902-3017 or send an e-mail to [ScottC@iac.wa.gov](mailto:ScottC@iac.wa.gov).

Sincerely,

Scott Chapman  
Project Manager

Enclosure






**Snohomish County**  
Parks and Recreation

SNOHOMISH COUNTY PARKS & RECREATION  
M/S 303 3000 ROCKEFELLER AVENUE  
EVERETT WA 98201  
Telephone: (425) 339-1208  
FAX: 425 252-1534

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**MEMORANDUM**

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**TO:** Jack Davidson, Senior Ranger, Area I  
**FROM:** Ron Martin, Director, Parks and Recreation Department   
**DATE:** June 3, 1999  
**SUBJECT:** IAC's "POST COMPLETION INSPECTION" REPORT

Enclosed is a copy of IAC's Project Inspection Report for Kayak Point Park. Note the only item not in compliance is the IAC identification requirement.

Please install the enclosed identification plaque on the identification sign at the entry to Kayak Point Park and inform me when complete.

Thanks.

/ma

Enclosures

PARKS & RECREATION.....THE BENEFITS ARE ENDLESS!



STATE OF WASHINGTON

INTERAGENCY COMMITTEE FOR OUTDOOR RECREATION

P.O. Box 40917 • Olympia, Washington 98504-0917 • (360) 902-3000 • FAX (360) 902-3026

May 28, 1999

Ron Martin  
Snohomish County Parks & Rec  
3000 Rockefeller Ave MS 303  
Everett, WA 98201

RECEIVED

JUN 2 1999

RE: North County Saltwater Point-Kayak Point  
IAC# 72-073A

SNOHOMISH COUNTY  
PARKS & RECREATION DEPT

Dear Mr. Martin: *Ron*

IAC staff recently inspected the above referenced project for Project Agreement compliance. Per IAC Participation Manual #7, *Procedures for Funded Projects*, an on-site "Post Completion Compliance Inspection" is required every five years.

Enclosed is a report detailing the results of the compliance inspection. It will become part of the permanent IAC file for North County Saltwater Point-Kayak Point. In our opinion, the results of the inspection indicate compliance with the Project Agreement.

If you have questions, do not hesitate to call me at (360) 902-3017 or send an e-mail to [ScottC@iac.wa.gov](mailto:ScottC@iac.wa.gov).

Sincerely,

*Scott Chapman*

Scott Chapman  
Project Manager

Enclosure

*Ron,  
The Top Flight XL's in  
the woods along holes  
#1, #6, and #7 are mine!  
Scott*





# Project Inspection Report

**Project Sponsor:** Snohomish County Parks & Rec  
**Program:** BONDS

**Project Name:** North County Saltwater Point-Kayak Poi  
**IAC/NPS Number:** 72-073 A

**Site Name:** Kayak Point County Park  
**Latitude:** 48 8 8N  
**Location:** From I-5, take the Lakewood exit (exit 206) and go west on SR531 approximately 5 miles; Continue west on Lakewood Road and go approximately 4.5 miles; Turn left (south) on Marine Drive and go approximately 2 miles

**County:** Snohomish  
**Longitude:** 122 21 35W

**Current Status:** Closed Completed

**Date of Last Inspection:** May 25, 1999

**Inspection Comments:**

Golf course is under new management. Recent capital improvements include a 18 hole putting course and new cart paths throughout course. Snohomish County needs to post IAC acknowledgement sign near clubhouse.

Checked	Elements	Items	Quantity	Description
	Allowable land costs	Land		

Type of Inspection:  Interim  Final  Compliance

Inspection Performed by: Scott Ryeman Date: 5/28/99

**Current Use Conditions**

YES	NO	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	- The site is being used for the intended purposes?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	- Site is developed in quality manner?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	- Adequate health and safety measures are provided?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	- Project is managed in compliance with the Project Agreement?

**Availability for Use**

YES	NO	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	- The site is available with no evidence of discrimination or public use restrictions.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	- The property is attractive and inviting to the public.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	- The property is available to the public during reasonable hours and time of day.

**Signing**

YES	NO	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	- IAC participation in project is indicated in a conspicuous manner.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	- NPS participation in project is indicated in a conspicuous manner.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	- Signs designating site as public recreation/habitat area.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	- Directional signs are provided for easy access.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	- The facilities at the site are well marked for easy location.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	- The boundaries of the site are conspicuous.

*→ sign enclosed*

Pat.



# SNOHOMISH COUNTY PARKS and RECREATION DIVISION

Department of Community and Educational Services

Ronald G. Martin, Parks and Recreation Manager

WILLIS D. TUCKER  
County Executive

September 23, 1985

Robert L. Wilder, Director  
Interagency Committee for Outdoor Recreation  
4800 Capitol Blvd.  
KP-11  
Tumwater, WA 98504

Dear Mr. Wilder:

Larry Fairleigh from your office recently conducted a compliance inspection of several county park sites including Kayak Point. The Phase I development consisted of many elements including the following items in question:

1. One water ski float
2. 10 mooring buoys

This 18 acre beach bordering Puget Sound is impacted by severe southerly storms. The ski float and buoys have been lost and recovered many times over the years.

The storm that destroyed the Hoods' Canal bridge also damaged the facilities at Kayak Point County Park. Park personnel and the County Sheriff's helicopter were unable to locate the ski float. We are requesting a change in scope as permitted by the procedure outlined in Participation #7 (.07.20) to reduce the project contract #74-0630 (attached).

1. Water ski float
2. Mooring buoys (10)

Robert L. Wilder  
September 23, 1985  
Page 2

Thanks for your review and consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Martin". The signature is fluid and cursive, with a large initial "R" and a long, sweeping underline.

Ron Martin  
Manager

RGM:db

cc: L. D. Fairleigh  
R. L. Fowler

Attachments

RETURN TO PARKS DEPT  
KAYAK PT PARK

PROJECT CONTRACT

Project Title Kayak Point Development - Phase I Project No. 74-0630

1. Nature of Contract. This instrument, in 8 pages, of which this is the first, is intended to set out the terms and conditions, not otherwise appearing in statutes or regulations, of a grant of money from the Outdoor Recreation Account of the General Fund of the State of Washington to a state agency or local public body, herein called the Contracting Party, in aid of an outdoor recreation project. The state agency administering the grant is the Interagency Committee for Outdoor Recreation, herein called the Interagency Committee.

2. Assent of Contracting Party. The Contracting Party by the signature of its authorized representative below agrees to be bound by this instrument:

Snohomish County  
Contracting Party

Approved as to form  
This 7 day of

February, 1975.

Ernest Butler, Plaintiff, President,  
Attorney for  
Contracting Party

By C. E. Torgerson  
Title Commissioner  
Date 2/17/75

3. Assent of Interagency Committee. The signature of the Administrator of the Interagency Committee below witnesses that the Interagency Committee agrees to be bound by this instrument:

Approved as to form  
This 23 day of

Dec, 1974.

SLADE GORTON  
Attorney General

Slade Gorton  
Assistant Attorney General

STATE OF WASHINGTON  
Interagency Committee for  
Outdoor Recreation

\_\_\_\_\_  
Administrator

Date \_\_\_\_\_



4. Project Period. The Contracting Party shall execute and complete the approved project during the period from \_\_\_\_\_, 19\_\_\_\_, until December 31, 1976.

5. Project Assisted. The outdoor recreation project to be assisted is the one set out in the Contracting Party's application to the Interagency Committee, dated May 1, 1974, as approved for funding by the Interagency Committee at its meeting on the 10th day of December, 1974. For identification purposes it is entitled Kayak Point Dev. - Phase I and briefly described as follows:

Phase I development of a 670 acre regional park located approximately 20 miles north of Everett on Port Susan, Puget Sound. Developments include two restrooms, picnic shelter, mooring buoys, water ski floats and major utility development. The County plans to maintain the existing boat launch ramp until other adequate facilities can be developed in this general area.

Site preparation	South picnic shelter (1)
Major utility work	Water ski float (1)
Landscaping	Mooring buoys (10)
Beach parking (asphalt)	Design and Engineering
Plateau parking (gravel)	30 campsites (at County expense)
Beach walks and path to plateau (asphalt)	
Boat launch ramp with asphalt road and staging area	
Fencing (approx. 140 l.f.)	
Central restroom (1)	
South restroom (1)	

Compliance with application: Unless otherwise agreed to in writing by the Administrator, the project shall be carried out according to the plans and proposals submitted by the contracting party in, or in connection with, its application for assistance for this project.

6. Funding of Project. (a) The total cost of the project covered by this Contract is \$ 440,000.

(b) The Interagency Committee agrees to pay \$ 110,000 or 25 percent of the total project cost, whichever amount is less, from monies available in the Outdoor Recreation Account of the State General Fund.

(c) In addition, the Interagency Committee agrees to recommend to the Bureau of Outdoor Recreation, United States Department of Interior, that federal matching funds in the amount of \$ 220,000 or 50 percent of the estimated cost, whichever amount is less, be approved for this project, and the Interagency Committee agrees to pay to the Contracting Party any federal matching money made available to the State of Washington for the outdoor recreation project covered by this Contract.

7. Contingencies. The duty of the Interagency Committee to approve disbursement of funds pursuant to this Contract is contingent upon strict compliance by the Contracting Party with the terms of this Contract. The duty of the State of Washington to disburse funds is contingent on the funds being available in the Outdoor Recreation Account of the State General Fund.

8. Requirements of Bureau of Outdoor Recreation. If application has been made to the Bureau of Outdoor Recreation, United States Department of Interior, for assistance from the United States Land and Water Conservation Fund (see paragraph (c) ) then a copy of Attachment 1 to Form BOR 8-92, Land and Water Conservation Fund Project Agreement, General Provisions, is attached to this contract and marked "Attachment A". If United States Land and Water Conservation Fund money is made available for this project, the Interagency Committee will be required to sign an agreement with the Bureau of Outdoor Recreation and the State of Washington and the recipient public body will be bound by the attached provisions. Therefore, if Land and Water Conservation Fund money is involved in this project, then the Contracting Party agrees to faithfully comply with all the requirements of Attachment A.

9. Project Performance. The Contracting Party shall execute and complete the approved project in accordance with the time schedule set forth in the project application. Unless a different schedule appears in the application or in this contract, the contractor's performance shall commence not later than sixty days after the date this contract has been signed by the Administrator. Unless otherwise agreed in writing, the Contracting Party's performance shall be completed by the end of the period covered by this contract.

10. Project Administration. (a) The Contracting Party shall promptly submit such reports as the Administrator of the Interagency Committee may request.

(b) Property and facilities acquired or developed pursuant to this contract shall be available for inspection by the Administrator upon request.

(c) The Contracting Party shall submit a final report when the project is completed or prematurely terminated, or project assistance is terminated. The report shall include a final accounting of all expenditures and a description of the work accomplished. If the project is not completed, the report shall contain an estimate of the percentage of completion, and shall indicate the degree of usefulness of the completed project, if not previously reported. The report shall contain a final accounting summarizing all expenditures not previously reported and shall include an overall summary for the entire project.

11. Project Termination. All obligations of the Interagency Committee under this contract may be suspended or canceled, at the option of the Interagency Committee, if any of the following has occurred:

(a) The Contracting Party has failed to make satisfactory progress to complete the project, or will be unable to complete the project, or any portion of it.

(b) The Contracting Party is failing to make satisfactory progress to complete any other project assisted with funds from the Outdoor Recreation Account of the State General Fund, or will be unable to complete another such project, or any portion of it.

12. Remedies. Because the benefit to be derived from the full compliance with the terms of this contract is the preservation, protection, and the net increase in the quantity and quality of public outdoor recreation facilities and resources which are available to the people of the state and of the United States, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished under the terms of this contract, the Contracting Party agrees that repayment of an amount equal to the amount of assistance extended under this contract by

the State of Washington would be inadequate compensation for any failure to comply with the terms of this agreement. The Contracting Party agrees, therefore, that in the event of a breach of this agreement by it, specific performance shall be an appropriate remedy.

13. Restriction on Conversion of Facility to Other Uses. The Contracting Party shall not at any time convert any property or facility acquired or developed pursuant to this contract to uses other than those for which state assistance was originally approved without the prior approval of the Interagency Committee, in the manner provided by RCW 43.99.100 for marine recreation land, whether or not the property was acquired with Initiative 215 funds.

14. Use and Maintenance of Assisted Facility. The Contracting Party shall operate and maintain, or cause to be operated and maintained, the property or facilities which are the subject matter of this contract as follows:

(a) The property or facilities shall be maintained so as to appear attractive and inviting to the public.

(b) Sanitation and sanitary facilities shall be maintained in accordance with applicable state and local public health standards.

(c) The property or facilities shall be kept reasonably safe for public use.

(d) Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their estimated lifetime, so as to prevent undue deterioration that would discourage public use.

(e) The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.

(f) The property or facility shall be open for the use of all segments of the public without restriction because of the race, creed, color, sex, religion, national origin or residence of the user.

15. Reporting. Once a year, the Contracting Party shall certify to the Administrator that the project and all assisted facilities are being retained, operated, maintained and used in accordance with the terms of this contract. A report and certification will be partially prepared by the Interagency Committee and will be sent to the Contracting Party for completion. The Contracting Party shall also report on specific matters whenever requested to do so by the Administrator.

16. No Waiver by Interagency Committee. The Contracting Party agrees that failure by the Interagency Committee to insist upon the strict performance of any provision of this project contract or to exercise any right based upon a breach thereof, or acceptance by it of performance during such breach, shall not constitute a waiver of any of its rights under this project contract.

17. Identifying Markers. The Interagency Committee reserves the right to display, during the period covered by this contract and after project completion, appropriate signs or markers identifying the roles of the state and federal agencies participating financially in this project.

18. Disbursement of Assistance. Disbursement of the grant-in-aid shall be made in accordance with WAC 286-24-040, after the Contracting Party has furnished the Administrator such information as he shall deem necessary to show compliance with applicable statutes and rules and this contract.

19. Provisions Applying Only to Acquisition Projects. The following provisions shall be in force if the project covered by this contract is for the acquisition of outdoor recreation land or facilities, but shall not apply when the project is for development only:

(a) In the event Federal Land and Water Conservation Funds are included in this project per Section 6.(c) of this Contract, the Contracting Party agrees to comply with the terms and intent of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970) - Public Law 91-646, and the applicable regulations and procedures of the Department of the Interior implementing such act.

(b) In the event state funds only are included in this project per Section 6.(b) of this contract, the Contracting Party agrees to comply with the terms and intent of Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington (Chapter 240, Laws of 1971, 1st Ex. Sess. - R.C.W. 8.26.010).

(c) Conditions applying only to Local Agencies -

1. In the event that housing and relocation costs, as contemplated by federal law (P.L. 91-646) and state law (Chapter 240, Laws of 1971, 1st Ex. Sess.), are involved in the execution of this project, the Contracting Party agrees that such costs, excluding administrative costs, will be added to the cost of the project and shared proportionately by the Interagency Committee and the Contracting Party;

2. In the event the Interagency Committee must perform any portion or all the work necessary to comply with the relocation requirements of the above-cited federal and state law, the Contracting Party agrees to reimburse the Interagency Committee for the actual administrative costs of performing such work.

(d) Conditions applying only to State Agencies -

In the event that housing and relocation costs, as contemplated by federal law (P.L. 91-646) and state law (Chapter 240, Laws of 1971, 1st Ex. Sess.), are involved in the execution of this project, the Contracting Party agrees to provide any housing and relocation assistance that may be necessary and will assume the administrative costs, with the understanding that the actual relocation costs will be a part of the total project cost.

(e) Evidence of Land Value. Prior to disbursement of the assistance provided for in this contract, the Contracting Party shall supply evidence establishing to the satisfaction of the Administrator that the land acquisition cost represents a fair and reasonable price for the land in question.

(f) Evidence of Title. The Contracting Party shall be responsible for providing satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this contract. Such evidence may include title

insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this contract.

(g) Deed of Right To Use Land For Public Recreation Purposes. The Contracting Party agrees to execute an instrument or instruments which contain: (1) a legal description of the property acquired under this Project Contract; (2) a conveyance to the State of Washington of the right to use as described real property forever for outdoor recreation purposes, and (3) a restriction on conversion of use of the land in the manner provided in RCW 43.99.100, whether or not the real property covered by the deed is marine recreation land. RCW 43.99.100 reads as follows:

"Marine recreation land with respect to which money has been expended under RCW 43.99.080 shall not, without the approval of the committee, be converted to uses other than those for which such expenditure was originally approved. The committee shall only approve any such conversion upon conditions which will assure the substitution of other marine recreation land of at least equal fair market value at the time of conversion and of as nearly as feasible equivalent usefulness and location."

20. Provisions Applying Only to Development Projects. The following provisions shall be in force if the project covered by this contract is for development of outdoor recreation land or facilities, but shall not apply when the project is for acquisition only:

(a) Compliance with the Law. The Contracting Party shall comply with all laws and regulations applicable to the development project and to contracts for work done to carry it out.

(b) Compliance with Application. Unless otherwise agreed to in writing by the Administrator, the project shall be carried out according to the plans and proposals submitted by the Contracting Party in, or in connection with, its application for assistance for the project.

(c) Installment Payments. Assistance provided by this contract for development may be remitted to the Contracting Party in installments, after receipt of billings, and upon satisfactory proof of completion of each stage of construction or development. Determination of appropriate stages for installment payments shall be made by the Administrator, after consultation with the Contracting Party and with the approval of the Bureau of Outdoor Recreation, if United States Land and Water Conservation Funds are involved. Installment payments shall in no event be made more frequently than monthly. An amount equal to 10% of the funding assistance provided the Contracting Party by this contract for eligible development costs may be withheld until final inspection and certification of project completion is made by the Interagency Committee and approved by the Bureau of Outdoor Recreation.

(d) Contracts for Construction. Contracts for construction shall be awarded through a process of competitive bidding if required by state law. Copies of all bids and contracts awarded shall be retained for inspection by the Administrator upon request. Where all bids are substantially in excess of project estimates, the Administrator may, by notice in writing, suspend the project and refer the matter to the Interagency Committee for determination of appropriate action, which may include termination of assistance for development of the project.

(e) Change Orders. Any change orders shall be in writing and shall be made a part of the project file and kept available for inspection or audit upon request.

(f) Nondiscrimination Clauses. Except where a non-discrimination clause required by the United States is used, the Contracting Party shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will include the provisions of the foregoing paragraphs in every sub-contract exceeding \$5,000, so that such provisions will be binding upon each such subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Interagency Committee may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the State of Washington to enter into such litigation to protect its interests."

21. Notices: All notices, demands, requests, consents, approvals, and other communications which may or are required to be given by either party to the other under this agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered or mailed by first class postage or certified mail, postage prepaid, addressed as follows:

- (a) Notice to the State

To: Interagency Committee for Outdoor Recreation  
4800 Capitol Boulevard  
Tumwater, Washington 98504

or at such address as the Interagency Committee shall have furnished to the Contracting Party in writing.

(b) Notice to the Contracting Party

To Ron Taylor, who serves in the capacity of Director, Parks & Recreation Department for the Contracting Party, and who has been designated as the Contracting Party's liaison officer for the purposes of this agreement, or to such other officer or address as the Contracting Party shall have furnished to the Administrator in writing.

22. Additional Provisions, or modifications of Standard Provisions.

AMENDMENT TO IAC PROJECT CONTRACT

INTERAGENCY COMMITTEE  
FOR OUTDOOR RECREATION

Project Agency: Snohomish County  
Project Name: Kayak Point  
Project No.: 74-063D  
Amendment No.: 74-063D.3

The Project Contract identified above is amended as follows:

5. Project Assisted

Add the following element:

Shower/restroom facility at upper camp.

6. Funding of Project

The total cost of this project is not changed by this amendment. Total cost remains \$440,000.

In all other respects the Contract, to which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment.

IAC

PROJECT AGENCY

BY

Gerald W. Pelton

BY

\_\_\_\_\_

TITLE

GERALD W. PELTON  
Acting Administrator

TITLE

Donald J. Coa  
Commissioners  
Board of Snohomish

DATE

May 2, 1977

AGENCY

County Commissioners

DATE

May 23, 1977

*Copy on to form  
Assign: Butler  
Reprints from City*