

Everett City Council Agenda

6:30 P.M. January 20, 2016

City Council Chambers

Roll Call

Approval of Minutes: January 13, 2016

Pledge of Allegiance

Mayor's Comments - Swear in Everett Police Officers Mark Gist, Shawn Bell and Tad Halbert

Council Comments/Liaison Reports

Administration Update on prior business

City Attorney

Citizen Comments

COUNCIL BRIEFING AGENDA: (These items come before the City Council serving as a Council Committee of the Whole and are likely to be scheduled at a future meeting.)

(1) Adopt Resolution for expenditure of 2016 Human Needs funds in the amount of \$423,200.00.

Documents: [2016 Human Needs.pdf](#)

(2) Authorize the Mayor to sign the Professional Services Agreement with Friendship Diversion Services for supervision of diversion programs in an amount not to exceed \$80,000.00.

Documents: [Friendship Diversion.pdf](#)

(3) CB 1601-01 – 1st Reading – Adopt the Proposed Ordinance creating a Special Improvement Project entitled, "South Everett Forest Preserve Recreation Improvements", Fund 354, Program 047, to accumulate all costs for the Improvement Project. (3rd and final reading on 2-3-16)

Documents: [CB 1601-01.pdf](#)

CONSENT ITEMS:

(4) Adopt Resolution No. ____ authorizing claims against the City of Everett in the amount of \$1,249,041.43 for the period of January 1, 2016 through January 8, 2016.

Documents: [res-70.pdf](#)

ACTION ITEMS:

(5) Adopt Resolution regarding the City's priorities for the Washington State Legislature's 2016 Session.

Documents: [Legislature.pdf](#)

(6) Authorize the Mayor to sign all necessary documents with the Washington State Parks and Recreation Commission regarding application, utilization, award and acceptance of the \$17,912.00 Federal Fiscal Year 2016 Marine Patrol Federal Financial Assistance Grant Program and the Request for the Federal Financial Assistance Grant and Boating Safety Program Approval.

Documents: [Washington State Parks.pdf](#)

(7) Authorize the Mayor to sign the Agreement to settle all claims with Arthur West in the amount of \$45,000.00.

Documents: [West.pdf](#)

(8) Authorize the Mayor to sign the Everett Station Operations and Maintenance Agreement with Sound Transit.

Documents: [Everett Station.pdf](#)

Executive Session

Adjourn

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EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Resolution for Expenditure of 2016 Human Needs Grant Funding

| | |
|----------------|-----------------|
| <u>1/20/16</u> | Briefing |
| _____ | Proposed Action |
| _____ | Consent |
| <u>1/27/16</u> | Action |
| _____ | First Reading |
| _____ | Second Reading |
| _____ | Third Reading |
| _____ | Public Hearing |

| | |
|-------------------|-------------------------|
| COUNCIL BILL # | _____ |
| Originating Dept. | <u>Planning</u> |
| Contact Person | <u>Rebecca McCrary</u> |
| Phone Number | <u>425-257-7133</u> |
| FOR AGENDA OF | <u>January 20, 2016</u> |

Initialed by:

| | |
|-------------------|--------------------|
| Department Head | _____ |
| CAA | <u>db</u> |
| Council President | <u>[Signature]</u> |

| | | | |
|-----------------|---|--------------------|-------------------------------|
| <u>Location</u> | <u>Preceding Action</u> | <u>Attachments</u> | <u>Department(s) Approval</u> |
| | Human Needs Advisory Committee Recommendation and City Council approval of priorities for funding | Resolution | Planning |

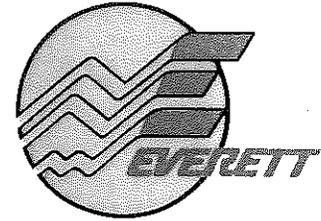
| | | |
|----------------------|-----------|-----------------------------------|
| Amount Budgeted | \$423,200 | |
| Expenditure Required | \$423,200 | Account Number(s): 009-5000199410 |
| Budget Remaining | -0- | |
| Additional Required | -0- | |

DETAILED SUMMARY STATEMENT:

The Human Needs Advisory Committee met on January 4, 2016, to review applications submitted to the City for 2016 Human Needs grants. The funding recommendations were based on the priorities adopted by City Council on November 4, 2015. The committee's funding recommendations are reflected in the attached resolution.

RECOMMENDATION (Exact action requested of Council):

Adopt a resolution for expenditure of 2016 Human Needs funds in the amount of \$423,200.



RESOLUTION NO. _____

Resolution for Expenditure of 2016 Human Needs Grant Funding

WHEREAS, the City allocates funding each year to be used for human needs programs; and

WHEREAS, \$317,400 is included in the 2016 budget for this purpose; and

WHEREAS, and additional \$105,800 is included in the 2016 budget to support the Everett Streets Initiative efforts; and

WHEREAS, there exists in the community a call for funds to supplement human needs programs; and

WHEREAS, the City Council adopted priorities for Human Needs funding on November 4, 2015 and

WHEREAS, The Human Needs Committee supports funding services as necessary for achieving the goals of the Everett Streets Initiative; and

WHEREAS, the Human Needs Advisory Committee, formed to make annual recommendations to the City Council for allocation of these funds, has voted to recommend funding as listed below;

| Agency | 2016 Request |
|--|---------------------|
| American Red Cross: <i>Disaster Relief for Everett Residents</i> | \$5,000 |
| Arc of Snohomish County: <i>Counseling and Guidance; Emergency Housing – Shelter and Food; and Health Services</i> | \$25,000 |
| Arts Council of Snohomish County: <i>Art Alternatives Program</i> | \$2,500 |
| Boys & Girls Clubs: <i>Kid's Café</i> | \$1,500 |
| Bridgeways: <i>Permanent Housing – Emerald Apartments</i> | \$12,000 |
| Camp Fire Snohomish County: <i>Mega Club</i> | \$3,000 |
| Catholic Community Services: <i>Volunteer Chore Services, Family and Children Services</i> | \$11,700 |
| ChildStrive: <i>Counseling in Early Intervention</i> | \$8,000 |
| ChildStrive: <i>Shelter Program</i> | \$2,500 |

| | |
|--|---------------------|
| Cocoon House: <i>Cocoon House Central: Emergency Teen Shelter</i> | \$19,000 |
| Cocoon House: <i>Cocoon House Outreach Services</i> | \$6,000 |
| Community Health Center: <i>Health Care Services for Uninsured, Low-Income & Homeless Youth</i> | \$5,000 |
| Compass Health: <i>Cocoon House Youth Counseling</i> | \$17,000 |
| Compass Health: <i>Bailey Growth Center</i> | \$2,500 |
| Dawson Place Child Advocacy: <i>Center Coordinator & Cribs for Kids</i> | \$19,100 |
| Domestic Violence: <i>Children's Program</i> | \$18,500 |
| Everett Gospel Mission: <i>Mobile Dental Van</i> | \$6,000 |
| Everett Recovery Café: <i>Peer to Peer Recovery</i> | \$6,000 |
| Everett United Church of Christ: <i>Dinner Bell Soup Kitchen</i> | \$3,500 |
| First Presbyterian Church of Everett: <i>Dinner at the Bell</i> | \$3,000 |
| Friends of Youth: <i>New Ground Everett Transitional Living</i> | \$5,500 |
| Full Life Care: <i>Adult Day Services for Elders and Disabled Individuals</i> | \$7,500 |
| Hand in Hand: <i>Receiving Care Center for Abused Children</i> | \$9,500 |
| Housing Hope: <i>Commerce Bldg. Housing & Social Services for People with Disabilities</i> | \$6,500 |
| Housing Hope: <i>Child and Family Specialist</i> | \$8,000 |
| Lutheran Community Services: <i>Community Connections</i> | \$6,000 |
| Lutheran Community Services: <i>En Comunidad</i> | \$4,000 |
| Salvation Army: <i>Emergency Cold Weather Shelter</i> | \$9,000 |
| Senior Services of Snohomish County: <i>Mental Health Services & Chronic Disease Self-Management Education</i> | \$7,000 |
| Snohomish Co. Legal Services: <i>Civil Legal Aid to Low Income Persons</i> | \$3,000 |
| Snohomish County Music Project: <i>Music Therapy Initiative</i> | \$4,000 |
| United Way of Snohomish County: <i>Project Homeless Connect</i> | \$4,100 |
| Volunteers of America: <i>Food Bank</i> | \$19,000 |
| Volunteers of America: <i>Homeless Shelter - Emergency Shelter</i> | \$13,000 |
| Work Force Development Center: <i>Vocational Training and Apprenticeship Program</i> | \$14,000 |
| Work Opportunities: <i>Employment Supports for Individuals with Disabilities</i> | \$8,000 |
| YMCA: <i>Big Brothers Big Sisters Mentoring Program, My Achievers Program-High School, & MAP College Readiness & STEM Summer Institute</i> | \$5,000 |
| YWCA: <i>Children's Domestic Violence Program</i> | \$7,500 |
| Totals: | |
| Funds Available: \$317,400 | \$317,400.00 |
| Everett Streets Initiative Funds: \$105,800 | \$105,800.00 |
| TOTAL 2016 HUMAN NEEDS GRANT FUNDING | \$423,200.00 |

NOW, THEREFORE, BE IT RESOLVED BY THE EVERETT CITY COUNCIL that the Mayor or his designee is authorized to execute a contract with each of the listed agencies in the amount specified for the purpose stated and to execute a contract with a qualified agency or agencies for supportive services for low-barrier housing in an amount not to exceed \$105,800.

BE IT FURTHER RESOLVED, that the Everett City Council authorizes payment of invoices for expenses incurred for the above purposes, not to exceed the individual amount for each agency, between January 1, 2016 and December 31, 2016.

Councilperson Introducing Resolution

Passed and approved this _____ day of January, 2016.

Council President

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

| | | | | |
|---------------------------|-------------------|-----------------|------------------------|-------------------------|
| Professional Services | <u>01/20/2016</u> | Briefing | COUNCIL BILL # | _____ |
| Agreement with Friendship | _____ | Proposed Action | Originating Department | <u>Legal</u> |
| Diversion Services | _____ | Consent | Contact Person | <u>Hil Kaman</u> |
| | <u>02/03/2016</u> | Action | Phone Number | <u>425-257-8762</u> |
| | _____ | First Reading | FOR AGENDA OF | <u>January 20, 2016</u> |
| | _____ | Second Reading | | |
| | _____ | Third Reading | | |
| | _____ | Public Hearing | | |
| | _____ | Budget Advisory | | |

| | |
|-------------------|--------------------|
| Initialed by: | _____ |
| Department Head | _____ |
| CAA | <u>db</u> |
| Council President | <u>[Signature]</u> |

| | | | |
|-----------------|-------------------------|--------------------|-------------------------------|
| <u>Location</u> | <u>Preceding Action</u> | <u>Attachments</u> | <u>Department(s) Approval</u> |
| | | Agreement | Legal |

| | | |
|----------------------|--------------|--|
| Amount Budgeted | \$80,000.00- | |
| Expenditure Required | \$80,000.00- | Account Number(s): Fund 009-500 0007 410 |
| Budget Remaining | -0- | |
| Additional Required | -0- | |

DETAILED SUMMARY STATEMENT:

Friendship Diversion Services provides supervision of diversion programs on criminal cases referred from the City Attorney's Office. Friendship has run diversion programs across the state for over 40 years and opened an Everett office last year to supervise the following programs for the City Prosecutor's Office: pre-charge and post-charge diversion programs, Relicensing Assistance Program (RAP), educational programming such as consumer awareness classes, and community service monitoring. These alternatives have allowed the Prosecutor's Office to refer appropriate misdemeanor cases to diversion programs where participants receive assistance to acquire a driver's license, access treatment or other educational programming, and find opportunities to perform community service. These services are funded by participant fees. The Prosecutor's Office can hold offenders accountable while freeing up resources for cases better suited for traditional prosecution.

As part of the Mayor's Safe Streets plan to include work crew as a diversion option, the City seeks to expand our successful relationship with Friendship Diversion Services to include supervision of a pilot Work Crew Program. As an alternative to incarceration, this program would be funded by the City at the cost of \$80,000.00 through 2016. Participation in diversion programs is at the discretion of the City Attorney.

RECOMMENDATION (Exact action requested of Council):

Authorize Mayor to sign the Professional Services Agreement with Friendship Diversion Services for supervision of diversion programs in an amount not to exceed \$80,000.

**CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT made and entered into on this 6th day of January, 2016, by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and Friendship Diversion Services, whose address is 2415 Evergreen Park Drive, SW, Suite C, Olympia, Washington 98502, hereinafter referred to as the "Service Provider."

WHEREAS, the City desires to engage the Service Provider to provide diversion programs for cases referred from the City Attorney's Office for the City of Everett; and

WHEREAS, Service Provider represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. **Engagement of Service Provider.** The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider's proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider's design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and shall be completed by December 31, 2016.

4. Compensation.

A. The City shall pay the Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Service Provider shall be paid such amounts and in such manner as described in Exhibit B.

C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for the Service Provider.

D. Total compensation, including all services and expenses, shall not exceed a maximum of Eighty Thousand Dollars (\$80,000.00).

E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. Method of Payment.

A. To obtain payment, the Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.

B. All requests for payment should be sent to:

City of Everett
Attn.: Christina Wiersma
2930 Wetmore Ave., Suite 10C
Everett, WA 98201

6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in Exhibit A. Said information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by fax, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, the Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as fax. The City does not by this Section 7 waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, City may deduct from the final payment due the Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of the Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

10. **Indemnification.** To the extent of the Service Provider's fault, breach of this Agreement, willful misconduct, or violation of law, the Service Provider hereby agrees, except as otherwise

provided in this Section 10, to defend and indemnify the City from any and all Claims arising out or relating to the performance of this Agreement by Service Provider (or by its employees, agents, representatives or subcontractors/subconsultants), whether such Claims sound in contract, tort, or any other legal theory. The Service Provider is obligated to defend and indemnify the City pursuant to this Section 10 whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Service Provider's duty to defend and indemnify pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's obligations under this Section 10 shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section 10: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10.

11. Insurance.

A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate,

including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant Service Provider providing Professional Errors and Omissions Insurance, this Section 11.A.4 may be stricken and initialed by both parties.

B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Service Provider performing any Work, Service Provider shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.

E. If the policy listed in Section 11.A.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy. (This Section 11.E shall not apply if Section 11.A.4. above is stricken.)

F. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title.

Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

G. In case of the breach of any provision of this Section 11, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of the Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

12. Independent Contractor.

A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section 12. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

B. In addition to the other requirements of this Section 12, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

(1) Service Provider is free from control or direction over the performance of the service; and

(2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and

(3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and

(4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and

(5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and

(6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

C. Any and all employees of the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the City. The Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Service Provider's employees, while so engaged on any of the Work

D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

13. Employment. The Service Provider warrants that he had not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, the Service Provider shall make available to the City for the City's examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. City of Everett Business License. Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

16. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

17. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

18. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section 18.

19. **Compliance with Grant Terms and Conditions.** Service Provider shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Service Provider's work hereunder.

20. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, independent Service Provider, or proposed independent Service Provider, on the basis of race, color, religion, sex, age, disability, marital state, or national origin.

21. **Waiver.** Any waiver by the Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

22. **Complete Agreement.** This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

23. **Modification of Agreement.** This Agreement may be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Service Provider.

24. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

25. **Notices.**

A. Notices to the City of Everett shall be sent to the following address:

City of Everett
Attn.: Hil Kaman
2930 Wetmore Ave, Suite 4E
Everett, WA 98201

B. Notices to the Service Provider shall be sent to the following address:

2415 Evergree Park Drive, SW, Suite C
Olympia, Washington 98502

26. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

27. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement as of the date first above written.

**CITY OF EVERETT,
WASHINGTON**

Ray Stephanson, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Sharon Fuller, City Clerk

James D. Iles, City Attorney

Date

Date

SERVICE PROVIDER: Please fill in the spaces and sign in the box appropriate for your business entity.

| |
|---|
| <p>Corporation</p> <p><u>Residential Division Services, a non profit corp</u> [Service Provider's Complete Legal Name]</p> <p>By: <u>Barbara E Miller</u> Typed/Printed Name: <u>Barbara E Miller</u> Its: <u>Executive Director</u> Date: <u>January 11, 2016</u></p> |
| <p>Partnership (general)</p> <p>_____ [Service Provider's Complete Legal Name] a Washington general partnership</p> <p>By: _____ Typed/Printed Name: _____ General Partner Date: _____</p> |
| <p>Partnership (limited)</p> <p>_____ [Service Provider's Complete Legal Name] a Washington limited partnership</p> <p>By: _____ Typed/Printed Name: _____ General Partner Date: _____</p> |
| <p>Sole Proprietorship</p> <p>_____ Typed/Printed Name: _____</p> <p>_____ Sole Proprietor: Date: _____</p> |
| <p>Limited Liability Company</p> <p>_____ [Service Provider's Complete Legal Name] a Washington limited liability company</p> <p>By: _____ Typed/Printed Name: _____ Managing Member Date: _____</p> |

EXHIBIT A
SCOPE OF WORK

EXHIBIT A
SCOPE OF WORK

FRIENDSHIP DIVERSION PROGRAM

CITY OF EVERETT PRE FILE DIVERSION

CITY OF EVERETT RELICENSING PROGRAM

CITY OF EVERETT POST FILE DIVERSION

CITY OF EVERETT "SAFE STREETS" WORK CREW

SCOPE OF WORK

GOAL: Provide the community a supervised alternative to expensive criminal justice processes for adult, nonviolent offenders referred by the City's Attorney's Office, Criminal Division (Prosecutor). This goal is accomplished through a variety of programs run by Friendship Diversion. The primary program goals are:

Pre-Charge Diversion: Friendship supervises individuals referred from the Prosecutor to assure they comply with conditions established by the program for cases prior to filing criminal charges. These conditions include payment of victim restitution, payment of a supervision fee, community service, educational workshops and other conditions as may be established at the intake of each individual and based on the recommendation of the Prosecutor. Upon completion of pre-charge diversion program, defendants will not have criminal charges filed, resulting in no criminal conviction, which would impede their future. Failure to comply with these conditions will result in the Prosecutor filing appropriate charges.

Relicensing Assistance Program: Friendship also works with unlicensed drivers to assist those individuals with obtaining and maintaining a valid driver's license and liability insurance. This may include educational workshops, working with courts/collection agencies on unpaid fines, and assisting in establishing payment plans. The Prosecutor will refer all uncharged Driving while License Suspended Third Degree cases to Friendship. In each of these cases, the individual will have been cited with a civil infraction, for which the Prosecutor will recommend a mitigated penalty in the amount of Friendship's program fee for the Relicensing Program.

Post-Charge POD Supervision/Community Service Monitoring: Friendship supervises individuals referred from the Prosecutor to assure they comply with conditions established in a Prosecutor Offer of Diversion-Post Charge (POD) for cases that are filed in Everett Municipal Court but have not yet resolved through a finding of guilt. These conditions include payment of victim restitution, payment of a supervision fee, community service, educational workshops and other conditions as may be established at the intake of each individual and based on the recommendations of the Prosecutor. Upon completion of the POD supervision, defendant's criminal charges will resolve pursuant to the terms of the POD agreement. Failure to comply

with the POD conditions supervised by Friendship will result in revocation of the Diversion and finding of guilty pursuant to POD agreement. Post-charge cases may also be referred for community service monitoring only, and Friendship will assist individuals to find locations to perform community service and report hours to the Prosecutor.

Work Crew/Community Restitution Pilot Program: Friendship supervises individuals referred from the Prosecutor to serve on Work Crew or to perform Supervised Community Service. Individuals may be referred to work crew as by the prosecutor as part of pre-charge diversion or post-charge diversion, or by the Everett Municipal Court as an alternative to incarceration (sentence or bail) or as an alternative to fine payment. Friendship will staff an employee to supervise work crew which shall consist of small group educational programming (cognitive skills, workplace training, and social service outreach) and street cleaning. Street cleaning consists of picking up garbage, sweeping sidewalks, cleaning storm drains and other work focused on clean-up efforts in areas affected by street level social issues as identified by the Community Streets Initiative. Friendship may enter agreements with private businesses in the target area to provide clean-up services. The Target area for the pilot program is the Broadway corridor from Everett Avenue to 41st Street and the area east of Broadway to the Snohomish River. The primary focus of the work to be performed by Friendship in supervision is work crew is to provide an alternative to incarceration, to provide experience with a structured work environment to individuals who may benefit from such training, and to reduce recidivism through rehabilitation and community restitution. The prosecutor will establish a unit of work crew and set equivalent standard credit toward diversion, sentence, or fine. The City will also establish program design and guideline and evaluation criteria. Friendship will be providing supervision and equipment for the program.

OBJECTIVES:

- 1) Implementation of individualized service plans for all referrals for the period through December 31, 2016 renewable by agreement of the parties.
- 2) Compile and submit required program reports/data.
- 3) Monitor participant's program compliance including completion of assigned community service hours, payment of victim restitution and supervision fee as well as other assigned conditions.
- 4) Maintain a program to assist citizens in obtaining their driver's license and work with the prosecutor and Court to encourage safe driving.
- 5) Establish a pilot work crew program focused on providing clean-up to areas of the City affected by street level social issues and crime. The program should also focus on participant skills that improve workplace opportunity.

NEEDS STATEMENT:

By referring selected cases to Friendship that have historically been found to be manageable and successful, the Prosecutor's office saves substantial time and dollars which it can use in the pursuit of more serious cases affecting the community. Defendants who remain in the community on diversion, paying restitution to their victims, paying a supervision fee to support Friendship providing volunteer services to community agencies enhances the benefits of this program.

A work crew program was a recommendation of the Everett Community Streets Initiative and the City's "Safe Streets Plan." The program provides an alternative to incarceration, fines, or prosecution that benefits the community and the participants. This program does not have a user fee but is rather funded by the City as an alternative to incarceration.

STATEMENT OF DIVERSION SERVICES:

Referral:

Friendship Diversion will provide services to all individuals with cases referred by the City Prosecutor. Upon prosecutor's determination that an eligibility for diversion along with a deadline for the participant to contact Friendship Diversion. A copy of the letter will be sent to Friendship with the referral packet.

Failure to Contact:

In the event the participant fails to contact Friendship by the deadline specified, Friendship shall: (a) contact the participant by telephone, email or letter providing one more opportunity to comply with the diversion referral within 5 days; and (b) within 10 days of that expiration, send notice to the Prosecutor of the participant's failure to meet the deadline. Friendship's obligations under the agreement to provide services shall terminate upon sending the notice.

Contact for purposes of work crew shall constitute appearing in person at specified date, time, and location. Failure to do so will result in termination of the referral and Friendships obligation under this agreement for such referral.

Initial Contact:

When a participant contacts Friendship prior to the deadline, Friendship staff will obtain basic statistical information and schedule an appointment for an intake and enrollment. The appointment will be scheduled within five working days.

Work crew initial contact shall occur in person at specified date, time, and location at which time individuals will obtain basic information and schedule individual for a week of work crew.

Intake/Enrollment:

During this initial meeting, staff will explain the details of the participant's program. Before signing the agreement, the participant will be offered time to consult with an attorney if they choose. Participants that wish to consult counsel will be scheduled an appointment within two weeks to either enter into the program or have the case returned to the prosecutor for charging decision.

At the time of enrollments, the participant will pay a down payment on their fees. All documents will be signed, and deadlines to complete requirements are established. If participants are in need of supportive services, staff will provide referrals to local agencies to assist in their needs. Staff maintains, in house, written materials, schedules, and information of service agencies within the area.

Program:

DIVERSION: Each pre-charge diversion program is designed to last 3-months unless unique circumstances require a longer program. The following will be a condition of each diversion agreement:

- *payment of supervision fees
- *reporting on schedule to Friendship staff
- *community service work
- *restitution if required
- *immediate reporting of change in address, phone number, employment status
- *Educational workshop, seminar or class related to the offense referred and which may result in an additional expense to participant.

RELICENSING: Each relicensing program is designed to last 3-months unless unique circumstances require a longer program. The following will be a condition of each relicensing agreement.

- *payment of supervision fees
- *reporting on schedule to Friendship staff
- *immediate reporting of change in address, phone number, employment status
- *identify and contact each court/collections agency where money owing is causing license suspension.
- *receive at least 3 quotes for liability insurance.
- *Educational workshop, seminar or class related to the offense referred and which may result in an additional expense to participant.

POD/CS MONITORING: Each post-charge monitoring of a POD is designed to last 3-months unless unique circumstances require a longer program. Community service monitoring is limited post-charge supervision and reporting of community service in the community. The following will be a condition of each diversion agreement:

- *payment of supervision fees.
- *reporting on schedule to Friendship staff

- *community service work
- *restitution if required
- *immediate reporting of change in address, phone number, employment status
- *Educational workshop, seminar or class related to the offense referred and which may result in an additional expense to participant.

WORK CREW: Each unit of work crew is designed to last one week (5 working days) and shall consist of 1 hour skills group work and 3 hours of clean-up work. Participants must appear for each work day to receive unit credit. The following will be a condition of participation in work crew

- *appear on-time each day for work crew at work crew office
- *actively participate in clean-up activities as instructed by work-crew supervisor
- *active participation in small group exercises and or workbook.

Reporting:

Each participant is required to report once per month to staff. Any non compliant issues may result in a more frequent reporting schedule. Consideration will be given to disabilities that prohibit travel to meet with staff and telephonic reporting will be considered.

Community Service Work:

Friendship will maintain a list of eligible businesses, government agencies and non-profit organizations suitable for community service work. When a participant submits proof of completion of community service, staff will verify hours with site supervisor. Only timesheets provided by Friendship will be accepted for reporting hours.

Maintenance of Law Abiding Behavior:

Friendship staff will review the Judicial Information System monthly to determine if any new law violations have occurred. If a participant reports new law violations, or new charges are discovered, the prosecutor's office will be notified via a Non Compliance Notice. Decision for revoking diversion agreements are at the discretion of prosecuting staff. For participants in the Relicensing Program, each may be referred up to four times as long as the program fee is paid for each referral and participant shows positive progress toward program goals.

Non Compliance:

Problem solving with participants for missed appointments or deadlines will be managed by Friendship Staff. Staff shall take steps to encourage and enable participants to successfully complete the diversion program. The prosecutor shall be notified on a participant's failure to attend or comply with terms of their agreement. The prosecutor has the discretion to order Friendship to revoke the diversion agreement or continue to work with the participant.

Successful Completion:

Upon proof of completion of all requirements the prosecutor's office will be notified in writing with a Notice of Completion. This will occur within 10 days of completion.

Statistics:

On a Quarterly basis, Friendship will provide the City with statistical reports outlining referral, enrollments, completions and failures.

Fees:

PRE-CHARGE DIVERSION: Cases monitored for 3 months will be assessed a \$300 fee for pre-charge diversion and \$250 for relicensing program. Additional month extensions with approval will be \$50.00 per month.

POST-CHARGE DIVERSION: Cases monitored on a POD (prosecutor offer of diversion) will be assessed \$150 for the first month and \$50 for each subsequent month until all conditions have been satisfied. There may be additional costs associated with educational programming.

COMMUNITY SERVICE MONITORING: Cases that require only monitoring of community service and no other conditions will be assessed according to the schedule below:

| Community Service Hours | Monitoring Fee |
|-------------------------|----------------|
| 50 hours or less | \$25 |
| 51-100 hours | \$75 |
| 101-200 hours | \$100 |
| 201 hours or more | \$200 |

WORK CREW: There are no costs assessed to cases assigned for work crew. This program is funded by the City as an alternative to incarceration.

Reduction of fees may occur as a result of staff evaluation through the use of the Federal Poverty Guidelines. Terms are negotiated including a down payment and monthly payments with the clear understanding completion will not be reported until all fees are paid in full.

**EXHIBIT B
COMPENSATION**

ALTERNATE A [HOURLY RATE UP TO A MAXIMUM AMOUNT]

The City shall pay the Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the Work, subject to the maximum stated in ¶4(D) of this Agreement.

| Name | Responsibility | Rate |
|------|----------------|------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

ALTERNATE B [LUMP SUM]

The City shall pay Service Provider eighty thousand dollars (\$80,000.00) upon the completion of the Work, subject to the maximum stated in ¶4(D) of this Agreement.

ALTERNATE C [PROGRESS PAYMENTS]

The City shall pay the Service Provider the following amounts upon the completion of the following tasks, subject to the maximum stated in ¶4(D) of this Agreement:

| Task | Amount Paid upon Completion of Task |
|---|-------------------------------------|
| Completion of the work for each calendar month for 11 consecutive months. | 7,272.00/month |
| | |
| | |
| | |
| | |
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| | |

ALTERNATE D [BASE REGISTRATION]

The City shall pay the Service Provider such amounts and in such manner as follows:
 Fee for service shall be _____ percent _____ % of the base registration fees collected by the City.
 Additional fees and/or surcharges levied by the City will be retained 100% by the City.
 Payments shall be made as stated in Exhibit A – Scope of Work. The base registration fee is listed in Exhibit A – Scope of Work. Compensation shall not exceed _____ dollars (\$ _____).

EXHIBIT C
REIMBURSABLE EXPENSES

| Type of Expense | Maximum Per Item | Cumulative Maximum |
|-----------------|------------------|--------------------|
| Parking | | |
| Meals | | |
| | | |
| | | |
| | | |
| | | |

STATE RETIREMENT SYSTEMS FORM
ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT
ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM

1. Does Service Provider have twenty-five (25) or more employees? Yes No
IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.
IF NO: ANSWER QUESTIONS 2 AND 3.

2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

3. Answer the appropriate question below for Service Provider's business organization:

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

IF THERE IS A "YES" ANSWER TO ANY PART OF QUESTIONS 2 OR 3, AN ADDITIONAL QUESTIONNAIRE (AVAILABLE FROM HR OR LEGAL) MUST BE FILLED OUT AND SUBMITTED WITH THE CONTRACT.

Service Provider Name: _____

Signature: _____

Printed Name: _____

Title: _____

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

An Ordinance creating a special improvement project entitled "South Everett Forest Preserve Recreational Improvements", Fund 354, Program 047, to accumulate all costs for the improvement project.

1/20/16 Briefing
 _____ Proposed Action
 _____ Consent
 _____ Action
 1/20/16 First Reading
 1/27/16 Second Reading
 2/3/16 Third Reading
 _____ Public Hearing
 _____ Budget Advisory

COUNCIL BILL # CB1601-01
 Originating Department Parks
 Contact Person Paul Kaftanski
 Phone Number 425-257-8335
 FOR AGENDA OF January 20, 2016

Initialed by:
 Department Head _____
 CAA db
 Council President _____

| | | | |
|---|--|--------------------|-------------------------------|
| <u>Location</u> | <u>Preceding Action</u> | <u>Attachments</u> | <u>Department(s) Approval</u> |
| East of 1019 109 th Dr SE and West of Interurban Trail | Council Adoption of Master Plan Resolution on September 16, 2016 | Ordinance | Administration, Parks |

| | | |
|----------------------|-----------|--|
| Amount Budgeted | \$200,000 | Fund 354, Program 047 |
| Expenditure Required | \$200,000 | Account Number(s): Fund 354, Program 047 |
| Budget Remaining | -0- | |
| Additional Required | -0- | |

DETAILED SUMMARY STATEMENT:

Since City Council adoption of the South Everett Forest Preserve Master Plan on September 16, 2015, design and construction documents for the master plan's recreational improvements on the southernmost 3.5 acres of the 15 acre parcel have been completed. The improvements include approximately 1,600 linear feet of walking trails, including a section designed and built for accessibility in accordance with the Americans with Disabilities Act (ADA); a small picnicking area; and interpretive signage.

The project will be constructed through the City's Job Order Contracting process. The project is projected to be complete and open for public enjoyment in June, 2016.

RECOMMENDATION (Exact action requested of Council):

Adopt an Ordinance creating a special improvement project entitled "South Everett Forest Preserve Recreational Improvements", Fund 354, Program 047, to accumulate all costs for the improvement project.



ORDINANCE NO. _____

AN ORDINANCE creating a special improvement project entitled “South Everett Forest Preserve Recreational Improvements Project”, Fund 354, Program 047, to accumulate all costs for the improvement project.

WHEREAS, the City of Everett is committed to a planned parks capital improvement program as a part of the City of Everett Parks & Recreation Comprehensive Plan; and,

WHEREAS, the National Park Service formally approved the development of the south Everett Forest Preserve for passive recreational use to serve as mitigation for the conversion of recreational assets from Thornton A. Sullivan Park to a fire station.

WHEREAS, the City of Everett is requesting funding approval for the utilization of Capital Improvement Program 3 (CIP 3) to construct recreational improvements at the South Everett Forest Preserve;

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1:

A special improvement project is hereby established as Fund 354, Program 047, and shall be entitled “South Everett Forest Preserve Recreational Improvements Project” to accumulate all costs for the improvement project.

Section 2:

Authorization is hereby given to accumulate costs and distribute payments from Fund 354, Program 047, for the improvement project.

Section 3:

Authorization is hereby granted to the Parks and Recreation Director, under direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the action authorized in this ordinance.

Section 4:

The sum of \$200,000 is hereby appropriated to Fund 354, Program 047, "South Everett Forest Preserve Recreational Improvements Project" as follows:

| | |
|------------------------------|-------------------------|
| A. Estimated Project Costs | |
| Construction | <u>\$200,000</u> |
| Total Estimated Costs | <u>\$200,000</u> |
| B. Source of Funds | |
| Fund 154 – CIP 3 | <u>\$200,000</u> |
| Total Estimated Funds | <u>\$200,000</u> |

This appropriation shall not lapse, but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of reappropriation.

Section 5:

The City Treasurer of the City of Everett is hereby authorized to negotiate a reasonable rate of interest and obtain temporary financing to satisfy interim construction costs. Temporary financing shall be redeemed as soon as reimbursement is received.

Section 6: Severability

If any provision of this ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, it shall be conclusively presumed that this ordinance would have been enacted without the provision so held unconstitutional or invalid and the remainder of this ordinance shall not be affected as a result of said part being unconstitutional or invalid.

Ray Stephanson, Mayor

ATTEST:

City Clerk

Passed:

Valid:

Published:

Effective Date

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

A Resolution regarding the
City's priorities for the
Washington State
Legislature's 2016 Session

- Briefing
- Proposed Action
- Consent
- Action
- First Reading
- Second Reading
- Third Reading
- Public Hearing
- Budget Advisory

COUNCIL BILL #
Originating Department
Contact Person
Phone Number
FOR AGENDA OF

Administration
Bob Bolerjack
(425) 257-8727
January 20, 2016

Initialed by:
Department Head
CAA
Council President



| | | | |
|-----------------|-------------------------|---------------------|-------------------------------|
| <u>Location</u> | <u>Preceding Action</u> | <u>Attachments</u> | <u>Department(s) Approval</u> |
| | | Proposed Resolution | Administration |

| | | |
|----------------------|-----|--|
| Expenditure Required | -0- | |
| Budget Remaining | -0- | |
| Additional Required | -0- | |

DETAILED SUMMARY STATEMENT:

The State Legislature has convened for its 2016 Session. In this "short" 60-day Session, the City will invest time, energy and resources advocating for its key legislative priorities. The proposed resolution describes these priorities.

RECOMMENDATION (Exact action requested of Council):

Adopt a Resolution regarding the City's priorities for the Washington State Legislature's 2016 Session.

RESOLUTION NO. _____



A RESOLUTION regarding the City's priorities for the Washington State Legislature's 2016 Session.

WHEREAS, as it does each year, the City will spend time, energy and resources advocating for issues in its interest during the 2016 state legislative session; and

WHEREAS, the City has identified the establishment of low-barrier housing as a foundational strategy for addressing chronic homelessness and improving public safety; and

WHEREAS, local transportation needs remain even after the Legislature's passage of a significant, statewide transportation passage in 2015; and

WHEREAS, the City is committed to replacing worn-out field turf at Kasch Park, a regional asset that benefits citizens from north King County to Skagit County; and

WHEREAS, the City strongly supports continued expansion and growth of Washington State University North Puget Sound at Everett and the University Center of North Puget Sound, administered by WSU; and

WHEREAS, the City shares the interest of the Association of Washington Cities and other municipalities in rebuilding "state-shared" revenues; and

WHEREAS, the City intends to be proactive in support of legislation to address the costs and administration of records requests;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND EVERETT CITY COUNCIL THAT:

The City's top policy priorities for the 2016 state legislative session shall include the following:

- The City seeks \$2 million in the Supplemental State Capital Budget for acquisition, tenant improvements and remodeling of an existing structure to accommodate 10 or more low-barrier housing units in a Phase 1 approach to a larger "Housing First" low-barrier housing project of 40-50 units.

- The City seeks \$3 million for pre-design work on the U.S. Highway 2 trestle, and will explore ways to expedite several million dollars in funding for the I-5 peak-hour-use shoulder lanes between Everett and Marysville, to sync with I-5/SR 529 interchange work.
- The City seeks \$500,000 from the Supplemental State Capital Budget to help replace worn-out field turf at Kasch Park.
- The City supports Washington State University's \$832,000 operating budget request for Sustainable Food and Agriculture Systems degree program at WSU North Puget Sound at Everett.
- The City urges the passage of legislation removing current statutory caps that restrict liquor revolving account distributions to cities and counties to Fiscal Year 2011 levels.
- The City supports legislation allowing public agencies to recover "actual costs" from those who make records requests for commercial and for-profit purposes.
- The City seeks legislation to prevent agencies from being required to produce copies of videos and photographs that contain nudity or partial nudity.

Council Member Introducing Resolution

Passed and approved this ____ day of January 2016.

Ray Stephanson, Mayor

Scott Murphy, Council President

Judy Tuohy, Vice President

Paul Roberts, Council Member

Jeff Moore, Council Member

Cassie Franklin, Council Member

Scott Bader, Council Member

Brenda Stonecipher, Council Member

Washington State Parks & Recreation Commission 2016
Marine Patrol Federal Financial Assistance Grant Program

WASHINGTON STATE PARKS & RECREATION COMMISSION

RECREATIONAL BOATING PROGRAM

FEDERAL FINANCIAL ASSISTANCE GRANT PROGRAM

APPLICATION AND GUIDELINES



Washington State Parks & Recreation Commission 2016 Marine Patrol Federal Financial Assistance Grant Program

INTRODUCTION

The Washington State Parks and Recreation Commission, Recreational Boating Safety Program is authorized by law to administer grant funds to local law enforcement agencies who are in Approved Program status. Agencies must meet the minimum Approved Program requirements of WAC 352-65 and have an updated P&R A-299 (Rev 12/2014) on file with State Parks to be considered eligible to apply for the Federal Financial Assistance Grant for FY 2016.

Under this grant program, the purpose of a marine patrol unit is to enforce RCW 79A.60 Regulation of Recreational Vessels. Provide emergency response to boating accidents that occur on the water. Each marine patrol should serve to protect the lives and property of persons participating in recreational boating in this state. All grants are awarded based on the potential success and ability of the marine patrol to provide such service to the boating community. Established marine patrols are evaluated using the grant criteria published in this document as well as its ability to meet the requirements and assurances of WAC 352-65 Boating Safety Program Approval.

Grants are awarded on a cost share basis. Only those agencies willing to provide matching funds of a 100% match of their allocated Vessel Registration Fees if that allocation is \$10,000.00 or less, or 50% match of their allocated Vessel Registration Fees if that allocation is \$10,001.00 or more. The grants may be utilized for the purchase, maintenance, and operation of vessels, marine equipment, education materials, and personnel salaries.

Agencies that do not report local expenditures on the annual *Vessel Registration Fee Expenditure Report* are not eligible to apply for the grant.

The grant guidelines contained within this booklet explain the application process. The booklet is designed as a fill-in document so that information may be entered without disrupting the overall format of the document.

The 2016 application must be postmarked on or prior to close of business Friday, January 30th, 2016. Extensions of this deadline will not be granted.

Contact Hoyle Hodges at 360-902-8835 for questions regarding the Federal Financial Assistance Grant. Additional contacts for the Recreational Boating Safety Program are located on page 4 of this booklet.

On behalf of the WSPRC Recreational Boating Program, thank you for your interest in the Federal Financial Assistance Grant Program.

Washington State Parks & Recreation Commission 2016
Marine Patrol Federal Financial Assistance Grant Program

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SECTION 1 - PROGRAM INFORMATION

AUTHORITY TO PROVIDE FUNDING

RCW 79A.05.310

Powers and duties — Program of boating safety education — Casualty and accident reporting program.

The state parks and recreation commission shall:

(1) Coordinate a statewide program of boating safety education using to the maximum extent possible existing programs offered by the United States power squadron and the United States coast guard auxiliary;

(2) Adopt rules in accordance with chapter 34.05 RCW, consistent with United States coast guard regulations, standards, and precedents, as needed for the efficient administration and enforcement of this section;

(3) Enter into agreements aiding the administration of this chapter;

(4) Adopt and administer a casualty and accident reporting program consistent with United States coast guard regulations;

(5) Adopt and enforce recreational boating safety rules, including but not necessarily limited to equipment and navigating requirements, consistent with United States coast guard regulations;

(6) Coordinate with local and state agencies the development of biennial plans and programs for the enhancement of boating safety, safety education, and enforcement of safety rules and laws; allocate money appropriated to the commission for these programs as necessary; and accept and administer any public or private grants or federal funds which are obtained for these purposes under chapter 43.88 RCW; and

(7) Take additional actions necessary to gain acceptance of a program of boating safety for this state under the federal boating safety act of 1971.

[1998 c 245 § 66; 1994 c 151 § 3; 1984 c 183 § 4; 1983 2nd ex.s. c 3 § 52. Formerly RCW 43.51.400.]

Notes:

Penalties for violations: RCW 88.02.380.

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APPROVED PROGRAM STATUS

Only those law enforcement agencies with a current and up to date Boating Safety Program Approval form P&R A-299 (Rev 12/2014) on file with State Parks Recreational Boating Program are considered approved programs.

These programs are required to meet all of the Required Assurances provided for in WAC 352-65 Boating Safety Program Approval.

- Boating accident reporting and investigation
- Boater assistance
- Training
- Rules and regulations
- Enforcement
- Boating safety education and information
- Waterway marking
- Boating safety inspections
- Reports
- Limitations on use of funds

Failure to maintain approved program status makes law enforcement agencies ineligible to apply for or receive Federal Financial Assistance Grant funds.

DETERMINING FUNDING

- At our foundations, we are an injury prevention program. As such, we seek to work with our partners in law enforcement to reduce recreational boating injuries and accidents and increase the chances that all boaters go home at the end of the day.
- We wholeheartedly believe in the ability of local law enforcement officers to make a difference working within their communities by collaborating with community leaders, stakeholders and volunteer organizations on community based solutions; to act as teachers to their boaters seeking compliance with the law at the lowest level possible, guardians for those in crisis on the water and a visible deterrent to those that would knowingly violate Washington boating safety laws.
- We strive to provide adequate funding, technical support and the very best training to Washington's corps of maritime officers so that they are equipped with the vessels, equipment, and most importantly the skills necessary to safely, confidently and competently perform the duties that the citizens of Washington expect and deserve.

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- We embrace our role as good stewards of public funds. As such, we:
 - Expect a high level of performance from those partners to whom we provide funding.
 - Devote our limited financial resources where additional resources are most needed to prevent boating accidents even though this may not result in a uniform distribution.
 - Seek financial partnership with all law enforcement partners defined by the contribution of financial resources by both parties to achieve our common mission.

For FY 2016 State Parks and the Marine Law Enforcement Committee developed changes to the criteria used to determine award amounts.

2016 Grant Eligibility Criteria for Equal Share of 60% of Funds (\$420,000)

1. Local funding match:
 - a. 100% match requirement if agency receives \$10,000 or less of vessel registration fees. Example: if an agency receives \$6,000 in vessel registration fees, they must show \$6,000 in local funding devoted to the marine law enforcement program.
 - b. 50% match requirement if agency receives more than \$10,000 in vessel registration fees. Example: If an agency receives \$20,000 in vessel registration fees, they must show \$10,000 in local funding devoted to the marine law enforcement program.
2. Approved Prevention Plan: A plan that includes:
 - a. An assessment of the highest priority recreational boating risks and hazards within the jurisdiction based on accident data, any other relevant data, and best professional judgment.
 - b. Identification of highest priority audiences: Based on data in subsection (a) identify the demographic groups of boaters that are the highest priority for prevention efforts and the specific behaviors that, if changed, would result in fewer boating accidents or fatalities.
 - c. Measureable prevention goals for the end of the current year - FY 2016.
 - d. Tactical prevention plan: A plan that describes how the jurisdiction will use a mix of the following tactics to influence the behavior of the target audiences. Not all may be necessary. Tactics must be clearly tied to the goals of the plan and target audiences. Each tactic should include a measureable performance goal.
 - i. Patrol plans, emphasis patrols, and enforcement policies
 - ii. Safety Inspections
 - iii. Education classes

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- iv. Community events
 - v. Presentations to groups or schools
 - vi. Outreach to boaters through a mix of media, including but not limited to traditional media (i.e. press releases) or outreach channels of the agency or its partners and stakeholders including websites, newsletters, outbound email marketing, and social media.
 - vii. Participation in community forums, drowning prevention cooperatives, safe kids groups, or other injury prevention based partnerships that results in the jurisdiction's ability to leverage the resources and expertise of other community groups to help reduce recreational boating accidents.
 - viii. Local ordinances
3. Instructors: The jurisdiction must be willing to provide marine law enforcement instructors if requested by State Parks that are able to attend instructor training and then teach up to 40 hours of classes for three years.
 4. Participation in meetings: The lead marine officer identified by the agency must attend all meetings and conferences convened by State Parks.
 5. Advanced Training / Currency: Agencies must ensure that all marine officers identified in their roster have received all advanced training required by State Parks.

2016 Grant Allocation Criteria of 40% of Funds (\$280,000)

1. Boat Launches (Access) – the agency will provide the total number of boat launches providing access to water bodies patrolled by the agency. State Parks will augment the data provided by agencies with information gathered from WDFW and RCO on public boat launches. 10% of the funds will be allocated based on each agency's percent of the total boat launches.
2. Surface Acres of Patrolled Waters – Based on the survey of patrolled water bodies conducted June and July 2014, State Parks will use geographic information systems to calculate the total surface acres of water patrolled by the jurisdiction agency. 10% of the funds will be allocated based on each agency's percent of the total acres of patrolled water.
3. Boating Accidents – State Parks will calculate the total number of reportable boating accidents that occurred during the State FY 2014 within the agency's jurisdiction. State Parks will include all accidents documented and submitted to State Parks as Boating

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Accident Reports (State Parks Form A-440) or Boating Accident Investigation Reports (State Parks Form A-425). 10% of the funds will be allocated based on each agency's percent of the total accident reports.

4. Boat Log Hours – State Parks will calculate based on data submitted by the agency from the SOAR for the State FY 2014. This is not a measure of total officer hours but boat patrol hours. 10% of the funds will be allocated based on each agency's percent of the total boat log hours submitted.
5. Assists and Search and Rescues – State Parks will calculate based on data submitted by the agency from the SOAR the total number of documented assists and search and rescues reported in the prior five calendar years. 10% of the funds will be allocated based on each agency's percent of the total assists and search and rescues reported.
6. Inspections – State Parks will summarize the total number of written inspections conducted in the prior calendar year from data submitted by the agency in the SOAR or obtained from SECTOR. 20% of the funds will be allocated based on each agency's percent of the total number of inspections reported.
7. Accuracy and Timeliness of Paperwork – State Parks will monitor the accuracy and timeliness of submittal of SOARs, grant billings and accident reports by marine law enforcement programs. Scored as follows – All paperwork submitted on time = 2 points. Any late submissions = 1. No paperwork / reports submitted on time = 0. 70% of the funding will be set aside for this category among agencies with a score of 2. 30% of the funding will be allocated equally among all agencies with a score of 1. No funding will be allocated among agencies with a score of zero.
8. Prevention Goals Met: 20% of funds will be allocated equally among agencies that meet all the goals stated in their approved prevention plans. Note: For 2016, funds for the Prevention Plan are being allocated equally among all eligible agencies.

ALLOWABLE COSTS AND EXPENDITURES

Vessel Registration Fees & Grant Funding

If an item is not listed that local government determines is a valid Recreational Boating Safety expenditure, it is not considered acceptable until reviewed and found acceptable by Washington State Parks.

UNIT COST APPROVAL

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- Items with a unit cost of \$5,000 or more must have the prior written approval of Washington State Parks and Recreation Commission MLE Coordinator.

COST PRORATION

If a cost benefits both your RBS program and other work of your agency, the cost should be allocated to the RBS Program based on the proportional benefit to the program. The costs may be allocated using any reasonable documented method.

Allowable Expenditures

Grant funds may be used only for activities under WAC 352-65-040, the ten elements necessary to accomplish the Recreational Boating Safety (RBS) mission. If it is unclear if an expense meets these criteria, contact State Parks at (360) 902-8845 or sherri.sweeney@parks.wa.gov to discuss the item before proceeding. **Grant funds may not be used for indirect costs.**

Allowable expenses include but are not limited to:

1. RBS SALARIES:

- Officer time, salaries, benefits and wages for CJTC trained full-time and reserve personnel who have completed a RBS course acceptable to State Parks (BMLE or equal)
- Officer time, salaries, benefits and wages for CJTC trained full-time and reserve personnel who have not completed a BMLE course ONLY when working with an RBS trained officer AND when the agency has a written 'two-officer' policy for officers on marine patrol for the purpose of officer safety

2. RBS EDUCATION AND INSTRUCTION:

Providing instruction classes in the state instruction class *Adventures in Boating* that qualifies graduates for the required mandatory boater education card. Costs may include classroom supplies, light refreshments, other goods and services necessary to promote and teach classes, and officer salaries, benefits and wages. Officer salaries will only be reimbursed for those officers who have successfully completed a State Parks *Adventures in Boating* Instructor Training class and are listed on our files.

Lifejackets (USCG approved only) for the state *Adventures in Boating* course and other RBS presentations; includes lifejackets, throw rings/cushions for loaners and the cost to print only the agency's name and/or RBS safety messages.

3. RBS TRAINING:

Grant funds can be used to pay for training provided by Washington State Parks or State Parks approved courses. **Note: Approval from State Parks is mandatory if an Officer or Deputy is applying for a Non-WA RBS Course. Examples of approved courses include:**

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- Training courses for full-time and reserve officers who have completed CJTC basic training academy or equivalent)
 - Courses include Basic Marine Law Enforcement –CJTC 0460 (40 hours) or equivalency
 - Boating Under the Influence (24 hour course at NASBLA standard)
 - Personal watercraft operation – flat-water and swift water
 - Vessel sound level measurement training (8 hours to WSP&RC standard)
 - Accident reporting and investigation course training (40 hours to NASBLA standard)
 - Other USCG training on case-by-case basis
- Per Diem travel expenses at state per diem rate in effect for the destination (at state per diem rate if local rate is higher) RBS training, conferences, and meetings. Cost is prorated for percentage of travel /per diem for RBS purposes /missions only.

4. RBS EQUIPMENT:

Purchase, maintenance, and operation of patrol boats and patrol boat equipment to perform the RBS elements in WAC 352-65-040 only. All decisions by State Parks for equipment purchases shall be final.

PATROL VESSELS

- Motors and hardware
- Props
- Trailers and maintenance of trailers (repair, tires, winch, cables, power take-off)
- Patrol vessel and engine drive system repairs
- Repair and replacement of equipment on boat (includes de-watering pumps which can also be used as fire-fighting equipment)
- Tow vehicles (dedicated for 100% RBS use, or the percentage of time used for RBS activities; only for dedicated vehicles to RBS, not for application to an agencies fleet)
- Hitch assemblies and installation cost for tow vehicles that are dedicated for 100% RBS use or the percentage of time used for RBS activities (only for dedicated vehicles to RBS, not for application to agency fleet vehicles)
- Anti-freeze fluid
- Batteries and fluid; maintenance and replacement
- Costs related to the maintenance and repair of the vessel
- Costs related to marking and identifying patrol vessels as government owned;
 - Includes painting, decals and cost of removal and application

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- Electrical system repairs and replacement
 - Electronic devices – parts and labor for the maintenance, repairs to maintain, or replacement when devices fail, or are no longer serviceable, or when upgrades are required to meet customary and current standards for LE work;
 - Includes devices dedicated to the program such as agency & VHF radios
 - Radar units
 - Sirens
 - Blue lighting equipment
 - Hailers
 - Global positioning system (GPS) units
 - Personal breath testers (PBT)
 - Cell phones for 100% RBS use only, or percentage of time used on boat
 - Battery chargers and computers dedicated to program use
 - Includes brackets/fittings for installation and use
- Fluids for hydraulic system
- Fuel, fuel additives/filters; associated disposal fees
- Gear oil for lower units
- Glass replacement and costs to install; associated disposal fees
- Grease and lubricants
- Oil and oil filters; associated disposal fees
- Parts and labor for regular scheduled maintenance and scheduled replacement
- Parts for replacement on the vessel when failure occurs or when damaged and labor;
 - Includes engine, lower unit and cooling system repairs and replacement
- Vessel canvas tops and side covers; includes repairs and replacement of canvas/vinyl/plastic material and framing structures
- Vessel hull and structural repairs/replacement of railings, pilot house, decks, cleats, ladders, swim platforms, Sampson posts, fittings, towing equipment, davits, anchors, chain, and associated hardware and fittings

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ASSOCIATED EQUIPMENT FOR PATROL VESSELS

- Cost of emergency response and rescue equipment repair, replacement and maintenance;
 - Includes stretchers, first aid/first responder kits and materials, fire suppression equipment and supplies
- Cost of fees related to cell phone charges, annual registration charges, renewal fees, and insurance are prorated for percentage of time used performing RBS missions.
- Cost of haul-outs and associated costs with cleaning and maintenance of hull, fixtures and drive systems; associated disposal fees
- Costs related to moorage, including cost of water/electricity associated with maintenance & moorage
- Cost of required safety equipment on the vessel when replacement, repair, or regular maintenance is needed to meet state/federal regulations and maintain USCG standards;
 - Includes life jackets, replacement parts (clips, hooks, CO2 cartridges and re-arm kits) and stenciling/screening of agency name or law enforcement
 - Exposures suits
 - Fire extinguishers/extinguishing systems
 - Visual distress signals
 - Navigation lights
 - Sounding devices
 - Ventilation systems
 - Backfire flame arrestor
- Cost of replacement, repair, or regular maintenance of equipment used during operation and moorage;
 - Fenders
 - Line – for towing and mooring.
 - Chafing gear
 - Boat hooks
 - Towing equipment
 - Bilge pumps
 - Batteries
 - Navigation charts

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- Piloting equipment
- Helm fixtures and seats
- Log books
- Depth sounders & radar; does not include FLIR systems
- Portable fuel tanks and hoses

PATROL VESSEL TRAILERS

- Costs related to maintenance and repair of patrol vessel trailer(s)
- Cost of tires and wheels; includes installation, repair, and balancing; associated disposal fees
- Electrical system maintenance, repair and replacement
- Hitch and ball repair/replacement
- Hydraulic/electric brake system maintenance, repair and replacement
- Oil, grease & lubricants; associated disposal fees
- Winch maintenance, repair and replacement

BOAT EQUIPMENT

- Anchors
- Line for towing and mooring
- Chain/shackles and attachment hardware
- Carabineers
- Boat hooks
- Fire extinguishers (only USCG approved)
- Fenders
- Depth finders
- Radar units; does not include FLIR systems
- Radios & computers (dedicated for 100% RBS use, or the percentage of time used for RBS activities)
- Lines for tie up
- Light bars – blue lights only (no red, white or yellow lights)
- Sirens
- Cost of installation and servicing of electronic components
- Canvas and siding for weather protection

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- Haul out for cleaning/painting/servicing patrol vessels
- First-aid kits (dedicated for 100% RBS use, or the percentage of time used for RBS activities)
- Rescue throw bags for use on boats only

NAVIGATION AIDS & BUOYS

- Navigation signs & markers (to meet RCW 79A.60.500 and WAC 352-67)
- Decals for buoys
- Chain
- Cable & connectors
- Weights
- Equipment to maintain buoys & signs to remain effective

EDUCATION

- Publications to promote RBS education that are already prepared or the creation, design and printing of publications
- Education equipment related to required boating safety equipment for recreational boats
- Promotion of *Adventures in Boating* classes (including presentation materials, light refreshments, and room rental for classes)

NON-ALLOWABLE COSTS AND EXPENDITURES

- Bullet proof vests are beneficial however State Parks sees that because all officers work on land the majority of the time for which they are paid, equipment of this nature is not essential for meeting the established criteria in WAC 352-65-040 nor is it related to the performance of Recreational Boating Safety program mission and is considered a local agency responsibility to purchase.
- It does not include equipment unrelated to this mission such as equipment used in recovery operations (dive equipment, side scan sonar, etc.) or homeland security missions (night vision equipment, weapons, etc.), or any other equipment determined as unrelated by State Parks.

Note: Grant funds cannot be used for indirect costs.

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SECTION 2 - REQUIREMENTS AND TIMELINE FOR GRANT DOCUMENTS

State Parks Recreational Boating Program requires that each applicant abide by all deadlines established in this booklet. This booklet will be made available each year with ample time to return the required documents. Failure to meet the identified deadlines will disqualify that agency / applicant and they will be removed from further consideration for assistance.

Incomplete or inaccurate documents shall be penalized for the following years grant allocation under the scoring system for accuracy and timeliness of paperwork and reporting. Documents that are incomplete or contain errors delay the evaluation of all the applicants. Please ensure that you follow all instructions and only provide the information that is requested.

Please ensure that all documents submitted have the appropriate signatures. The individual who signs the documents is accountable for all the information provided on these documents.

E-Mail documents to: hoyle.hodges@parks.wa.gov

Mail signed original documents to: Washington State Parks
Recreational Boating Program
Attn: Hoyle Hodges
1111 Israel Rd. SW
P.O. Box 42650
Olympia, WA. 98504-2650

NOTE: E-mailed documents with scanned original signatures will be sufficient for meeting turn in deadlines. Original paper copies should still be mailed to State Parks for an agency to be considered complete on grant paperwork and documents.

TIMELINE FOR FY 2016 GRANT DOCUMENTS

FY 15 Grant Applications and Supporting Documents are due: **Friday, 30 January 2016**

FY 2016 GRANT DOCUMENT CHECKLIST

1. P&R A-300 Federal Financial Assistance Grant Application
2. P&R A-299 (REV.12/2015) Boating Safety Program Approval
3. Budget document proving match requirement is met.

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SECTION 3 - FY 2016 GRANT APPLICATION

LOCAL FUNDING MATCH: MLE FUNDING ELIGIBILITY REQUIREMENTS.

- a) 100% match requirement if agency receives \$10,000 or less of VRF fees.
- b) 50% match requirement if agency receives more than \$10,000 in VRF fees.
- c) State Parks feels the most successful RBS programs have support in their local communities. The clearest sign of support is the amount of funds budgeted by county commissioners or city councils for local RBS programs. State Parks is prioritizing its federal assistance grants for communities that have made RBS programs a priority by budgeting local dollars for their program. State Parks does not want to discourage or prevent a community that has made marine law enforcement a priority from receiving federal assistance grants, however State Parks 1) would like to increase the local commitment for funding boating safety and 2) is unable to fund local marine law enforcement programs by itself so it is prioritizing funding to those communities that can provide a local match. The documentation of local match should show what local funds have been budgeted for the agency's marine law enforcement program for 2016 – the same funds that when spent, would be reported in the vessel registration expenditure report. For the purposes of the financial assistance grants application, State Parks would accept an official budget document on agency letterhead, signed by the police chief or sheriff as evidence of the financial commitment made by the community and would suffice to meet the match requirement for the 2016 federal assistance grants. State Parks is only considering locally provided funds as match. Other grant funds or in-kind contributions would not meet these criteria.

Describe the agency's match category (100% or 50%) and how those local matching funds will be used.

Based off of the amount of VRF funds that we receive we will be in the 50% match category. The funds for the match requirement will come from the general fund of the City of Everett and be used for the salaries of officers and civilians involved in RBS qualified activities. The employees will be involved in marine patrol, search and rescue, RBS administration, RBS training, and vessel maintenance. In 2015 we were able to fulfill the 50% match requirement.

The budget for 2016

- Overtime in budget code 374 for Marine Unit Training for a total of \$ 10,000
- Overtime in budget code 369 for Marine unit Callouts for a total of \$ 4,000
- 10% of salary of the Marine Unit coordinator for a total of \$14,814
- Salaries and benefits for an instructor to attend two sessions of BMLE for a total of \$4,925
- Salaries and benefits for 2 officers to attend the BMLE for a total of \$6,274

The above listed total is \$ 40,013 this is more that 50% of the VRF funds that we are projected to receive in 2016

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PREVENTION PLAN PART 1 - ASSESSMENT, IDENTIFICATION, GOALS

Risk Factors

| | |
|--|---|
| Objective: Describe the highest priority recreational boating risks and hazards within your jurisdiction based on accident data, any other relevant data, and best professional judgment. | |
| High Priority Boating Risks & Hazards | Data / Professional Judgment |
| Lack of PFD's on small boats, less than 16 feet | 2 fatalities in the past four years on boats under 16 feet. |
| Paddle craft | Increasing fatalities throughout the state associated with paddle sports. |
| | |
| | |

Comments

Over the past several years we have had two fatalities associated with boats less than 16 feet in length. In both these fatalities the victims have not been wearing PFD's. In 2015 we focused on small boats and PFD. That year we had no fatalities. In 2016 we will continue to focus on PFD use on smaller vessels.

Based off the state wide trend of increasing death associated with paddle sport we will also focus on those boats. We have a large population of kite-boarders in the city and many use kayaks and Stand up paddle boards (SUPB) to get to the location to kite-surf. In 2016 we will focus on this population to increase the compliance with the required safety equipment.

High Priority Audiences

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| | |
|--|--|
| Objective: Describe the demographic groups of boaters that are the highest priority for prevention efforts and the specific behavior that, if changed, would result in fewer boating accidents or fatalities. | |
| Description of the Audience | Why is this audience a priority? |
| Boaters involved in small game fishing | It is the highest level of boating activity in the City of Everett |
| Small boats, less than 16 feet. | Past fatalities |
| Kite boarders | Use of SUPB in high traffic areas |
| | |
| | |

Comments

-As stated above we will continue to focus on boaters that are using boats that are under 16 feet in length. We will focus inspections on those boats when possible to increase compliance in the use of safety equipment.

-The very large majority of boaters in the City of Everett are involved in small game fishing. Because of this majority, boaters participating in small game fishing make up the most of our boaters in distress. They also are boating in hours of darkness, and in poor weather conditions.

-We have a large kite-boarder population that uses Jetty Island, a city park off of the marina. Many of these kite-boarders use kayaks and SUPB to cross the Snohomish River to get to the park. This section of river has a very high volume of boat and ship traffic. We will focus on this area to increase compliance of safety equipment on paddle-craft. We will also focus boat patrols in this area to increase compliance with rules of the road to reduce the risk of injury to the persons involved in paddle sports.

PREVENTION PLAN PART 2 - TASKS, TACTICS, MEDIA

- 1. Patrol Plans / Emphasis Patrols / Enforcement Policies:** Please describe how you will use patrol to achieve your prevention goals. (Consider emphasis patrols for Operation Dry Water and other campaigns)

| Activity | Time Frame | Patrol Hour Goal for this Activity |
|-------------------------------|-------------------|------------------------------------|
| Operation Dry Water | June | 16 hours |
| 4 th of July | July | 25 hours |
| Opening of crabbing | July | 25 hours |
| Fishing Crabbing | July to September | 700 hours |
| Paddle Sports | July to August | 50 hours |
| | | |
| Total Patrol Hour Goal | | 816 |

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Comments

Because Crabbing and fishing is our biggest activity on the water this is where we will focus the majority of our time.

2. Safety Inspections

| Activity | Time Frame | Inspection Goals |
|------------------------------|--------------------|------------------|
| Fishing / Crabbing | April to September | 800 |
| Paddle sports | April to September | 50 |
| | | |
| | | |
| | | |
| Total Inspection Goal | | 850 |

Comments

Inspections are our primary educational tool. We believe that a high level of written inspections will increase the compliance with safety requirements.

3. Education Classes

| Activity | Time Frame | Number of Students Trained |
|--|-------------|----------------------------|
| Adventure in Boating | April – May | 90 |
| AIB to ORCA School | December | 50 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total Number of Students Trained Goal | | 140 |

Washington State Parks & Recreation Commission 2016 Marine Patrol Federal Financial Assistance Grant Program

Comments

4. Community Events

| Activity | Time Frame |
|------------------------------------|-------------------------|
| 4th of July | 4 th of July |
| Marina Days | March |
| Everett Parks Water safety event | April |
| Coho Derby | September |
| | |
| | |
| | |
| | |
| Total Community Events Goal | 4 |

Comments –Please describe how you will use community events to address the highest priority risks and audiences in your jurisdiction.

The 4th of July and the Coho derby are the busiest days of the year for us. We will have multiple boats on the water to increase the safety of recreational boaters on both dates. Included in these high numbers on 4th of July are members of our target audience, small boats, paddle sports and people involved in fishing.

Marina days gives us an opportunity to interact with the public and persons that Moore their boat in the marina.

5. Presentations to Groups & Schools

| Activity | Time Frame |
|---------------------------------|------------|
| ORCA Schools | December |
| Mukilteo Yacht Club | December |
| Port of Everett | May |
| | |
| | |
| | |
| | |
| Total Presentations Goal | 1 |

Comments - Please describe how you will influence the behavior of the students /attendees through presentations at schools and groups.

Washington State Parks & Recreation Commission 2016 Marine Patrol Federal Financial Assistance Grant Program

ORCA school is a headstart type high school that focuses on marine science. Due to the amount of time that they spend on or near the water they are a high risk youth population for water related injuries. We will continue our partnership to provide boating safety training this year.

Washington State Parks & Recreation Commission 2016 Marine Patrol Federal Financial Assistance Grant Program

6. Media Plan

What are you attempting to accomplish through media? What audiences do you need to inform or influence? What partners do you have that can re-broadcast your message for you? All the national campaigns listed come with media materials pre-made. You are encouraged to consider using them in your program.

| Tactic / Strategy | Describe when and how you will use this tactic | Performance Measure (what are you measuring to evaluate your success?) | What is your measurable goal? |
|-------------------------|--|--|----------------------------------|
| Press Releases | Relay water safety info | Number of articles | Number of Articles |
| Agency Website | | | |
| Agency Newsletter | | | |
| Facebook | Provide water safety info | Number of looks | Number of people looking at info |
| Twitter | Provide water safety info | Number of looks | Number of people looking at info |
| Media Ride Alongs | | | |
| Partner Media | | | |
| Operation Dry Water | We will provide press release | Related news article | Local news story |
| Nat'l Safe Boating Week | | | |
| Spring Aboard | | | |
| Wear It! | | | |
| Other (please describe) | | | |

Comments

We have an active social media program. We will use our Facebook site and our Twitter feed to relay water safety information. The intent of this is to keep water safety in the forefront for people to increase awareness. Our Public Information Officer is part of the Marine Unit. Last year he would take photos during patrol of sea life, scenery, or patrol boats and post them on our Facebook and Twitter accounts. Along with the posts he would include water safety tips. These were viewed by approx. 2000 people. This year we will continue that and include a water safety tip of the week.

[Spring Aboard!](#) – April 17-23

[Ready Set Wear It!](#) May 21, 2016

Washington State Parks & Recreation Commission 2016 Marine Patrol Federal Financial Assistance Grant Program

National Safe Boating Week – May 21-27

[Operation Dry Water](#) - June 24-26

Washington State Parks & Recreation Commission 2016 Marine Patrol Federal Financial Assistance Grant Program

7. Professional Prevention Partners; i.e. Safe Kids, Washington Drowning Prevention Network, US Coast Guard Auxiliary, etc...

| Partnering Organizations | What measureable goal does this partner help you achieve? | Time Frame |
|--------------------------|---|--------------|
| Everett Parks Dept. | Increase AIB class participation | March -April |
| Orca School | Provide AIB class to participants | December |
| | | |
| | | |

Comments

We were able to partner again with the Everett Parks Department this year. We were able to advertise our AIB classes in a publication that is sent to every house in the city. We are also looking at expanding the class roster to include other boating related safety classes.

8. Local Ordinances

| | |
|------------------|---|
| Goal | We have no plan to add or remove any local ordinances |
| Expected Outcome | |

| Ordinance Title | Hyperlink to full text | Applies to a single water body or all. |
|-----------------|------------------------|--|
| | | |
| | | |
| | | |

Comments – describe any other ordinances you might propose to help reduce boating accidents within your jurisdiction.

We work with the Coast Guard and the Navy to assist boater in our jurisdiction. We will continue this partnership to make the waters that we are responsible for safer.

Washington State Parks & Recreation Commission 2016 Marine Patrol Federal Financial Assistance Grant Program

Prevention Goals Summary – Use comment box if needed

| Activity | Goal for 2016 |
|-----------------------------------|--------------------------|
| Patrol | 816 patrol hours |
| Inspections | 850 written inspections |
| Education Classes | 4 classes |
| Presentations to Groups & Schools | 3 presentations |
| Media | Continued social media |
| Partners | Everett Parks Department |
| Local Ordinances | None |

Comments

INSTRUCTOR INFORMATION

9. Instructors

Your agency must be willing to provide marine law enforcement instructors if requested by State Parks. Instructors must be able to attend Instructor Training and become NASBLA certified instructors. Instructors must be available to teach up to 40 hours of classes per year for three years.

| <i>Please list potential MLE Instructor Candidates:</i> | | | |
|---|--------------|--|--|
| Name | Phone # | Email | Instructor Development (Please enter Yes or No) |
| Ofc Russ Crocker | 425-257-8400 | Acrocker@everettwa.gov | yes |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

PARTICIPATION IN MEETINGS

The lead marine officer identified by your agency on Form A-299, must attend all meetings and conferences convened by State Parks.

TRAINING / CURRENCY

Agencies must ensure that all marine officers identified in their roster have received all training required by State Parks. Completion of Basic Marine Law Enforcement (BMLE)/Basic Crew Member (BCM) Course and annual BCM currency are the only requirements at this time.

Washington State Parks & Recreation Commission 2016
Marine Patrol Federal Financial Assistance Grant Program

FY 2016 FEDERAL FINANCIAL ASSISTANCE GRANT AWARDS

| Agency | Total 2016 Award Calculation |
|----------------------|---------------------------------|
| Asotin Co SO | \$ 11,717.49 |
| Bainbridge Island PD | \$ 12,817.22 |
| Benton Co SO | \$ 14,860.63 |
| Black Diamond PD | \$ 11,888.79 |
| Bonney Lake PD | \$ 11,615.07 |
| Chelan Co SO | \$ 14,091.60 |
| Clallam Co SO | \$ 24,481.82 |
| Clark Co SO | \$ 19,976.22 |
| Cowlitz Co SO | \$ 14,002.20 |
| Douglas Co SO | \$ 12,196.28 |
| Everett PD | \$ 17,911.58 |
| Ferry Co SO | \$ 12,695.60 |
| Franklin Co SO | \$ 15,181.21 |
| Gig Harbor PD | \$ 12,055.68 |
| Grant Co SO | \$ 20,431.90 |
| Grays Harbor Co SO | \$ 19,040.83 |
| Island Co SO | \$ 15,791.59 |
| Jefferson Co SO | \$ 18,219.29 |
| Kent PD | \$ 13,394.42 |
| King Co SO | \$ 16,367.37 |
| Kitsap Co SO | \$ 15,068.79 |
| Kittitas Co SO | \$ 13,283.05 |
| Klickitat Co SO | \$ 12,412.48 |
| Lake Stevens PD | \$ 13,786.82 |
| Lakewood PD | \$ 12,759.13 |
| Lewis Co SO | \$ 15,384.60 |
| Lincoln Co SO | \$ 13,056.63 |
| Mason Co SO | \$ 15,645.82 |
| Mercer Island PD | \$ 16,728.17 |
| Pacific County | \$ 13,204.59 |
| Pend Oreille Co SO | \$ 13,134.91 |
| Pierce Co SO | \$ 18,567.25 |
| Port Orchard PD | \$ 12,153.06 |
| Poulsbo PD | \$ 11,421.03 |
| San Juan Co SO | \$ 17,226.09 |
| Seattle PD | \$ 42,023.78 |
| Skagit Co SO | \$ 18,395.58 |
| Snohomish Co SO | \$ 16,508.56 |
| Spokane Co SO | \$ 17,115.29 |
| Tacoma PD | \$ 14,330.69 |
| Thurston Co SO | \$ 13,018.17 |
| Walla Walla Co SO | \$ 12,638.70 |
| Whatcom Co SO | \$ 17,690.70 |
| Whitman Co SO | \$ 14,840.45 |
| Yakima Co SO | \$ 10,868.85 |
| | \$ 699,999.98 |

Washington State Parks & Recreation Commission 2016 Marine Patrol Federal Financial Assistance Grant Program

SECTION 4 - ADDITIONAL BILLING AND ADMINISTRATIVE INFORMATION

These grant funds are specifically for reducing boating-related loss of life, personal injury, and property damage tied to the U.S. Coast Guard's *Strategic Plan of the National Recreational Boating Safety Program 2012 -2016*. This is accomplished by using the grant funds for on-water law enforcement hours for patrol by officers who have completed a basic Recreational Boating Safety training course meeting State Parks standards. Review the plan at <http://www.uscgboating.org/>.

By completing and submitting this application, the applicant agrees to the following terms:

1. Expand patrols beyond those paid for with state Vessel Registration Fees and local funds.
2. Enforce state RBS regulations using a "zero tolerance" policy for:
 - a. Life jacket requirements, including lifejackets not worn, insufficient lifejackets, and lifejackets found unserviceable or the incorrect size;
 - b. Completion and possession of the mandatory boater education card when operating, for operators required to carry it;
 - c. Boat operation under the influence of alcohol (BUI) rules; and
 - d. "Rules of the road" and other operating regulations.
3. Participate in the national *Operation Dry Water* campaign June 24, 25 & 26, 2016.
4. Follow the following procedures for requesting reimbursement. Invoices for reimbursement may be submitted no more often than monthly but no less than quarterly.
 - a. Submit the following documents.
 - i. The Marine Law Enforcement Grant Invoice Voucher (form A-19) provided including the Officer List Worksheet. When preparing the A-19 invoice voucher, please be sure all expenditures support the RBS mission and that detailed explanations are provided for purchases of equipment and maintenance that occurred during the period in which reimbursement is requested. Boating Program staff will review all A-19's and contact you if any expenditure listed is unclear. Copies of receipts may be requested to support reimbursement.
 - ii. Summary of Activities Report (A-428)
 - iii. Yellow copies of all written vessel inspections completed (P&R A-274). Copies submitted with the quarterly Summary of Activities Report will be sufficient.

Washington State Parks & Recreation Commission 2016 Marine Patrol Federal Financial Assistance Grant Program

- iv. Copies of the vessel log sheet to document each patrol vessel and shift may be requested.
- v. Names of officers performing patrols paid with these funds.
- b. A-19 Invoice Vouchers requesting reimbursement must be received and date stamped at State Parks by the following dates. The timely submission of reimbursement requests allows proper time for the processing of payments. A-19's submitted after these dates will not be accepted, but may, at our discretion, be processed only when State Parks has been contacted in advance of due date.
 - i. For the period April-May-June (2nd quarter): by July 15th.
For the period July-August-September (3rd quarter): by October 15th.
 - ii. Invoices for reimbursement (form A-19) may be submitted monthly or quarterly.
- c. Unforeseen Circumstances: If, during any quarter, an agency is unable to meet the requirements of the grant it should submit a letter, signed by the police chief or sheriff, along with the reimbursement request explaining the reasons and mitigating circumstances. In extreme cases, State Parks may request these applicants to submit a plan within 30 days of the end of the quarter that describes steps the applicant will take to meet minimum requirements. In these cases, reimbursement requests may be deferred until the plan is received and approved by State Parks.
- d. Grantees are required to maintain records of all allowable expenditures for which grant dollars were spent and must make these records available to State Parks for review upon request. Expenditure records may include but are not limited to receipts, invoices, and timesheets. These records must be maintained for six years following the completion of the grant.

Agencies that did not report local expenditures on the annual *Vessel Registration Fee Expenditure Report* due November, 2014 are not eligible to apply for the grant.

Washington State Parks & Recreation Commission 2016
Marine Patrol Federal Financial Assistance Grant Program

AUTHORIZED SIGNATURE

I certify that I am authorized to obligate the agency listed below and that I am authorized to accept such funds and to guarantee that the funds will be used solely for expenditures limited to the areas in WAC 352-65-040, and that federal grant funds will be used in conjunction with local funding and state Vessel Registration Fees. Grant funds are not for the replacement of local funds or state Vessel Registration Fees and are only for the performance to meet the terms and conditions detailed in this application.

Authorized Representative:

| | |
|----------------|------|
| Signature | Date |
| Ray Stephanson | |
| Print Name | |
| Mayor | |
| Title | |

Washington State Parks
& Recreation Commission



Request for
Federal Financial Assistance Grant and Boating Safety
Program Approval

Request for Federal Financial Assistance Grant and Boating Safety Program Approval

Submitted by:

Everett Police Department

(Applicant)

To Washington State Parks & Recreation Commission

Contents

This application for Boating Safety Program Approval consists of this request form, the Boating Safety Program Description and any attachments to it, and any other addenda, or amendments approved by the Director under the authority of RCW 39.34 Interlocal Cooperation Act as authority to enter into this agreement.

Statement of Purpose

RCW 79A.60.010 states, in part:

"...It is also the intent of the legislature to increase boat registration fees in order to provide additional funds to local governments for boating safety enforcement and education programs. The funds are to be used for enforcement, education, training, and equipment, including vessel noise measurement equipment. The legislature encourages programs that provide boating safety education in the primary and secondary school system for boat users and potential future boat users. The legislature also encourages boating safety programs that use volunteer and private sector efforts to enhance boating safety and education."

RCW 79A.60.510 states, in part:

"...The legislature finds that there is a need to educate Washington's boating community about safe and responsible actions on our waters and to increase the level and visibility of the enforcement of boating laws. To address the incidence of fatalities and injuries due to recreational boating on our state's waters, local efforts directed towards safe boating must be stimulated. To provide for safe waterways and public enjoyment, portions of the watercraft excise tax and boat registration fees should be made available for boating safety and other boating recreation purposes."

RCW 88.02.040 states, in part:

"...Fees for vessel registrations collected by the director shall be deposited in the general fund: PROVIDED, that any amount above one million one hundred thousand dollars per fiscal year shall be allocated to counties by the state treasurer for boating safety/education and law enforcement programs. Eligibility for such fee allocation shall be contingent upon approval of the local boating safety program by the State Parks & Recreation Commission. Fund allocation shall be based on the numbers of registered vessels by county of moorage."

Statement of Required Assurances

Chapter 352-65 WAC requires that each county or local jurisdiction requesting approval of its boating safety program make the following assurances. The county or local jurisdiction will:

1. Operate the boating safety program throughout its scheduled season(s) in compliance with minimum program requirements now or hereafter specified in WAC 352-65-040;
2. Established and deposit allocated funds into an account as required by RCW 88.02.045, that is dedicated solely for supporting the jurisdiction's boating safety program activities as specified in WAC 352-65-040;
3. Submit to State Parks a copy of any audit which discloses disallowed or questioned costs, and resolve to State Park's satisfaction any findings pertaining thereto;

- 4. Enforce boating safety equipment, vessel operation, noise level, and registration laws as specified in Title 88 RCW, *Navigation and Harbor Improvements*, RCW 79A.60 *Regulation of Recreational Vessels*, rules adopted by State Parks, and as specified in local rules or ordinances;
- 5. For counties only; equitably distribute state allocated funds to all eligible jurisdictions within seventy-five days of the allocation from the State Treasurer's Office, and notify State Parks of the amount distributed to each eligible jurisdiction;
- 6. For cities only; enter into a cooperative agreement with the county for annual, equitable distribution of allocated vessel registration fees.

the applicant must advise State Parks in writing of any material change to its boating safety program, so that compliance with the above required assurances, including minimum program requirements, may be assessed.

Certification

By this signature, applicant, through its authorized representative, certifies that it has read and understands the above *Statement of Required Assurances*, and hereby makes the required assurances and agrees to be bound thereby. Applicant understands that failure to act consistent with one or more required assurances, or failure to advise State Parks of material changes to its boating safety program, may be cause for revocation of the Commission's approval of the applicant's boating safety program.

Signature of Authorized Representative

Date

Approval

Director, Washington State Parks & Recreation Commission

Date

**Boating Safety Program Description
Staffing and Schedule**

Agency: Everett Police Department

Agency Sheriff or Chief: Chief Dan Templeman

Date: _____

| Staffing | Name/Rank | Commission Held (Regular or Reserve) | Date of Marine L.E. Training Date Per WAC 352- 65-040(4) |
|---|------------------------|---|---|
| Supervisor | 1 Sgt Jeff Hendrickson | R | 04-2001 |
| | 2 Lt Rod Sniffen | R | N/A |
| Lead Accident Investigators | 1 Jeff Hendrickson | R | 04-2001 |
| | 2 MPO Russ Crocker | R | 04-2008 |
| Boating Safety Officers | 1 MPO Russ Crocker | R | 04-2008 |
| | 2 Ofc Kevin Davis | R | 04-2009 |
| | 3 Ofc Greg Ybarra | R | 04-2009 |
| | 4 Ofc Brett Stewart | R | 04-2009 |
| | 5 Ofc Aaron Snell | R | 05-2012 |
| | 6 Ofc Kevin Obrien | R | 04-2006 |
| | 7 Ofc Ryan Hanks | R | 04-2015 |
| | 8 Ofc Shae Alexander | R | 04-2013 |
| | 9 Ofc Alex Helphrey | R | 04-2015 |
| | 10 Sgt Karen White | R | 04-2008 |
| Coordinator of Boating Education | Ofc Russ Crocker | R | 04-2008 |
| Certified Boating Ed Instructor | 1 Ofc Russ Crocker | R | 04-2008 |
| | 2 | | |

Boat Patrol Schedule

| | Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|------------------------------|------------|------------|------------|------------|------------|------------|------------|
| Patrol Hours | 8 | | | | | 8 | 8 |
| # of Officers | 2 | | | | | 2 | 2 |
| # of Patrol Boats | 1 | | | | | 1 | 1 |

Patrol Season Begins: May

Patrol Season Ends: October

1. Boating Accident Reporting - WAC 352-65-040(1)

- a. Each county or local jurisdiction must provide an assurance that all serious or fatal accidents will be thoroughly investigated to the maximum extent possible, and that copies of the investigative reports will be submitted to State Parks in a timely manner as specified in RCW 79A.60.220.
- b. The approved county or local jurisdiction must support the state-wide boating accident reporting system by:
 - i. Providing recreational boaters with copies of the state required boating accident report (BAR) form and informing recreational boaters of their responsibility to submit the completed BAR in a timely fashion as specified in RCW 79A.60.200; and
 - ii. Submitting to State Parks a completed BAR form which includes all available information about the accident or casualty as specified in chapter 352-70 WAC.

2. Boater Assistance - WAC 352-65-040 (2)

The county or local jurisdiction will have the ability to respond or coordinate response to boating emergencies which occur within this jurisdiction. Such emergencies may include swift water response, open water rescue, ice rescue, vessel fire, overdue boater search, or other boating-related emergencies or distress calls.

2. Training - WAC 352-65-040(3)

The county or local jurisdiction will be responsible for acquiring the training for its assigned boating safety program personnel. The training will include basic boating safety officer training as provided by the United States Coast Guard, State Parks, or any county or local jurisdiction whose training program is approved by State Parks.

Such training must be acquired within one year of initiating a new boating safety program, and within one year for each newly assigned boating safety officer.

Marine Leads or Supervisors are responsible for maintaining and submitting the BMLE /BCM Currency Form (Enclosure 1) for each assigned member of their Marine Unit. Forms must be submitted annually as part of the A-299 Form.

4. Rules and Regulations - WAC 352-65-040(4)

When the county or local jurisdiction adopts ordinances governing recreational boating, the ordinances must be as restrictive, but may be more restrictive than Washington state boating laws and regulations.

Identify the boating laws, rules and ordinances, which are enforced by the agency's boating safety officers. If local boating ordinances have been passed, please attach a current copy.

5. Enforcement - WAC 352-65-040(5)

The county or local jurisdiction must:

a) Provide:

- i.) Officers with law enforcement certificates from the criminal justice training commission which authorizes such officers to enforce all boating laws and regulations or officers who have completed such other training program as may be approved by the director or designee;

- ii.) A patrol schedule that ensures such officers patrol the waterways during peak recreational boating periods;
- iii.) The necessary boating safety patrol equipment, including vessel(s) capable of serving the minimum requirements of this section. The patrol vessel must be properly marked and properly equipped as provided in chapter 88.02 RCW and chapter 352-60 WAC;
- b) Respond to on-water complaints, accidents, and emergencies;
- c) Enforce safety equipment, vessel operation, noise level, navigation and harbor improvements, and registration laws as specified in Title 88 RCW, and as specified in local codes or ordinances.

In addition, the laws in RCW 79A.60 and rules adopted by State Parks are to be enforced.

6. Boating Education - WAC 352-65-040(6)

The county or local jurisdiction must have a boating safety education and information program as follows: Have a designated officer, trained by State Parks, to coordinate the activities of boating safety education instructors, act as liaison to boating education organizations, and to coordinate:

- a) Boating safety presentations, which may include any of the following: Presentations in primary and secondary schools, to boating organizations, and youth groups.
- b) Boating safety instruction. A public course of instruction using lessons and materials from State Parks education curriculum, or other state or nationally recognized curriculum approved by State Parks.
- c) Boating safety information. Distribute boating safety information and materials, including materials provided by State Parks, to boating and outdoor recreation organizations, the boating public, public agencies, and the local media.

7. Waterway Marking - WAC 352-65-040(7)

The county or local jurisdiction will use only those waterway markers which conform to the uniform state waterway marking system as identified found in chapter 352-66 WAC.

8. Boating Safety Inspections - WAC 352-65-040(8)

The county or local jurisdiction will complete written boating safety inspections during enforcement and informational contacts when considered safe and appropriate to document boater compliance with state boating laws. State Parks will provide boating safety inspection forms. A copy of the completed inspection will be submitted to State Parks for statistical purposes.

9. Reports - WAC 352-65-040(9)

The county or local jurisdiction agrees to submit an annual report of activities performed through the boating safety program and to submit an annual report of all program expenditures. The county or local jurisdiction agrees to participate in state-wide boating surveys coordinated by State Parks.

10. Limitations on Use of Funds - WAC 352-65-040(10)

These funds are intended to increase education and enforcement efforts and to stimulate greater local participation in boating safety and are not to supplant existing local funds used for boating safety programs.

The county or local jurisdiction agrees to deposit vessel registration fees allocated by the state treasurer under RCW 88.02.040 into an account dedicated solely for boating safety purposes which include all activities or expenditures identified in this section.

The dedicated account is established and subject to the requirements in 88.02.045 RCW.

| | |
|---------------------------|-----------------|
| Dedicated Account Number: | 156-3368401-046 |
|---------------------------|-----------------|

13. Participation in Meetings

The supervisory marine officer identified by your agency must attend all meetings and conferences convened by State Parks.

14. Additional Training

Please list any additional MLE courses your personnel may have completed (FLETC, NASBLA, etc.)

3 Officers attended NASBLA EVOG

Patrol Vessel

| Length | Power | Manufacturer/Model | Funds Used For Purchase (local, state, federal) | Year |
|--------|-------|--------------------|---|------|
| 33 | 900 | Safeboats | Federal | 2013 |
| 24 | 280 | Zodiac | Local | 1992 |
| 16 | 75 | Almar | Local | 1999 |
| | | | | |

(Enclosure 1) BOAT Currency Requirements Report

Officer Name _____ ID _____

COMPETENCY Boat Crew Boat Operator for SAR Tactical Operator DATE _____

| Boat Crew Member | | | | | |
|--|-------------------------|---|------------------|----------------|--------------------|
| TASK | COMPETENCY | REQUIRED | FREQUENCY | DATE COMPLETED | SUPERVISOR SIGNOFF |
| First Aid Training | All boat crew positions | Burns, hypothermia, shock, bleeding and CPR | 1 time each year | | |
| Operational Risk Management Training | All boat crew positions | Review risk mgt. concepts with an emphasis on mission analysis (risk mgt. principles and use of GAR model) | 1 time each year | | |
| Man Overboard Recovery | All boat crew positions | Conduct in accordance with Task BCM-07-01-TYPE, and Task BCM-07-02-TYPE | 1 time each year | | |
| Area of Responsibility (AOR) Familiarization | All boat crew positions | Equivalent of one day and one night rip through all designated areas of interest within the AOR. | 1 time each year | | |
| Underway Hours | All boat crew positions | Minimum of 40 hours total, with a minimum of 10 nighttime hours | 1 time each year | | |
| Boat Launch and Recovery | All boat crew positions | Participate in the launch and recovery of the vessel. | 1 time each year | | |
| Towing | All boat crew positions | Conduct in accordance with Task BCM-07-09-ANY, Task BCM-07-10-TYPE, Task BCM-07-11-ANY, and Task BCM-07-12-TYPE | 1 time each year | | |
| Boat Handling | All boat crew positions | Conduct in accordance with the Basic Crew Member (BCM) Course Curriculum Section D: Boat Handling | 1 time each year | | |
| Mooring Evolution | All boat crew positions | Conduct in accordance with Task BCM-04-11-TYPE | 1 time each year | | |
| Conduct Pre-Start/Check and Start the Boat | All boat crew positions | Conduct the check and start of each boat type in accordance with the applicable qualification tasks for which the trainee is qualified. | 1 time each year | | |
| Secure the boat | All boat crew positions | Conduct securing procedures for each boat for which the member is qualified. | 1 time each year | | |

Officer's Name: _____

Officer's Agency/Department: _____

Role of Signing Authority: Supervisor NASBLA Instructor Coast Guard Coxswain

Signing Authority Name: _____

Boating Safety Program Approval
P&R A-299 (REV. 12/2015)

Signing Authority Agency: _____

January 11, 2016

Washington State Parks &
 Recreation Commission
 Recreational Boating Program
 Federal Financial Assistance Grant Program

As per the Federal Financial Assistance Grant Program requirements, a match of 50% of Vessel Registration Funding to be received by the City of Everett Police Department must be deemed as a financial commitment for the 2016 federal assistance grants.

The City of Everett Police Department has committed to the use of local funding from the General Fund and is allocated in the budget shown below:

**2016 FFA Match
 Salary & Benefits**

| | Salary/ Benefits | Hourly | BMLE Training | Instructor 2 weeks (84 hrs) | 10% of Full S/B | Totals |
|-------------|---------------------|--------------|---|--------------------------------|--------------------|--------------------|
| Alexander | \$127,572 | 58.09 | \$3,137.02 | \$0.00 | \$0.00 | \$3,137.02 |
| Crocker | \$128,765 | 58.64 | \$0.00 | \$4,925.44 | \$0.00 | \$4,925.44 |
| Helphrey | \$127,572 | 58.09 | \$3,137.02 | \$0.00 | \$0.00 | \$3,137.02 |
| Hendrickson | \$148,141 | 67.46 | \$0.00 | \$0.00 | \$14,814.10 | \$14,814.10 |
| | | Sub Total | \$6,274.03 | \$4,925.44 | \$14,814.10 | \$26,013.57 |
| | | | OT Budget | 369 Marine Call- Outs | | \$10,000.00 |
| | | | OT Budget | 374 Marine Training | | \$4,000.00 |
| | | | | | Sub Total | \$14,000.00 |
| | | | <i>Total Salary & Benefits allocated from Everett PD General Fund</i> | | | \$40,013.57 |

Please accept this letter as our official budget document for the Washington State Parks & Recreation Commission FY 2016 Marine Patrol Federal Financial Assistance Grant Program application.

Dan Templeman
 Chief of Police

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Settlement Agreement with
Arthur West in the amount of
\$45,000

- Briefing
- Proposed Action
- Consent
- Action
- First Reading
- Second Reading
- Third Reading
- Public Hearing

COUNCIL BILL #

Originating Department

Contact Person

Phone Number

FOR AGENDA OF

Legal

R. Ramerman

425-257-7000

January 20, 2016

Initialed by:

Department Head

CAA

Council President

ds

[Signature]

| | | | |
|-----------------|-------------------------|--|--|
| <u>Location</u> | <u>Preceding Action</u> | <u>Attachments</u> Settlement Agreement | <u>Department(s) Approval</u> Legal, Police |
|-----------------|-------------------------|--|--|

| | | |
|----------------------|----------|--------------------|
| Amount Budgeted | -0- | |
| Expenditure Required | \$45,000 | Account Number(s): |
| Budget Remaining | -0- | |
| Additional Required | -0- | |

DETAILED SUMMARY STATEMENT:

Arthur West requested copies of the bikini barista surveillance videos from the City in December, 2014 and then filed suit against the City in June, 2015. Because of the private content of the videos, the City sought an affirmative court ruling on whether it could allow inspection but withhold copies based on the expectation of privacy. In December, the Court ruled against the City, finding that the baristas in the videos did not have any expectation of privacy. As a result, the City must pay Mr. West for the delay in providing the videos, in the amount of \$45,000.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the agreement to settle all claims with Arthur West in the amount of \$45,000.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Everett Station Operations and Maintenance Agreement with Sound Transit

_____ Briefing
 _____ Proposed Action
 _____ Consent
 _____ Action
 _____ First Reading
 _____ Second Reading
 _____ Third Reading
 _____ Public Hearing
 _____ Budget Advisory

COUNCIL BILL # _____
 Originating Department Transportation Svcs
 Contact Person Tom Hingson
 Phone Number 425-257-8939
 FOR AGENDA OF January 13, 2016

Initialed by:
 Department Head _____
 CAA db
 Council President _____

| <u>Location</u> | <u>Preceding Action</u> | <u>Attachments</u> | <u>Department(s) Approval</u> |
|--|--|---|-----------------------------------|
| Transportation Services Everett Station | Expiring Agreement: January 1, 2010; Amended March 9, 2011 and April 20, 2011 | Operations and Maintenance Agreement | Transportation Services, Legal |

| | | |
|----------------------|-----|-----------------|
| Amount Budgeted | | |
| Expenditure Required | | Account Number: |
| Budget Remaining | | |
| Additional Required | -0- | |

DETAILED SUMMARY STATEMENT:

Sound Transit, the regional fixed-route bus and commuter rail service provider at Everett Station, has an Operations and Maintenance Agreement with the City of Everett. The Agreement is being updated and renewed for an additional five years. Sound Transit reimburses Everett Transit a percentage of expenses to provide security and maintenance services for the Everett Station exterior. The reimbursement for 2016 would be \$240,767, which represents 60.94% of the actual costs for exterior services. The base contract price is adjusted annually to the Seattle Area consumer price index. The agreement replaces all previous agreements and amendments and would be effective from January 1, 2016, through December 31, 2020.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Everett Station Operations and Maintenance Agreement with Sound Transit.

**Everett Station
Operations and Maintenance Agreement**

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EXHIBITS

- EXHIBIT A: Everett Station Improvements Ownership Map**
- EXHIBIT B: Bus Bay Assignments**
- EXHIBIT C: Parking Stall Assignments**
- EXHIBIT D: Maintenance and Operations Tasks**
- EXHIBIT E: Estimated Budget**
- EXHIBIT F: Designated Representatives**
- EXHIBIT G: Information Technology Systems**

This MEMORANDUM OF AGREEMENT ("Agreement") is dated December 18, 2015, and is between the Central Puget Sound Regional Transit Authority ("Sound Transit") and the City of Everett ("City"), each of which may be referred to individually as a "Party" or collectively as "Parties."

RECITALS

Sound Transit is a duly organized regional transit authority existing under Chapters 81.104 and 81.112 RCW and has all powers necessary to implement a high capacity transportation ("HCT") system and is authorized to perform regional public transportation functions.

The City of Everett is a municipal corporation existing under the laws of the State of Washington.

The City owns Everett Station, which provides parking stalls, bus bays and platforms to support Sound Transit commuter rail and bus service.

Sound Transit owns the regional signage and information display hardware, the commuter rail platform, a commuter rail train operations building, a pedestrian bridge connecting two parking lots, one parking lot located to the east of the station, and the pedestrian bridge elevator at Everett Station

The Good Neighbor Policy finalized on September 21, 2000 defined Everett Station as one of two major multi-modal stations included in the policy.

The Parties entered into an Operations and Maintenance Agreement for Everett Station in 2002, and have entered into two additional agreements, the most recent of which expires on December 31, 2015.

The Parties wish to enter into a new Operations and Maintenance Agreement for Everett Station. The Parties therefore agree as follows:

1.0 PURPOSE AND SCOPE OF AGREEMENT

The purpose of this Agreement is to specify the respective responsibilities of the Parties regarding the maintenance and operations of Everett Station related to Sound Transit's ST Express bus service ("ST Express") and Sounder commuter rail service ("Sounder"). This Agreement (a) establishes the cost/revenue structure and type of services to be provided by the City, (b) specifies Sound Transit's responsibilities regarding informational signage, and (c) allows for additional work that may be agreed upon between the Parties.

2.0 OWNERSHIP

The City is the owner of the City improvements ("Everett Station Improvements" or "Everett Station") with the exception of the improvements owned by Sound Transit. Everett Station ownership is diagrammed in **Exhibit A**. Accordingly, Sound Transit has no liability or obligations with respect to the construction, operation, maintenance, repair, replacement, or ownership of Everett Station, or claims arising therefrom except as specifically set forth in this Agreement.

3.0 EVERETT STATION IMPROVEMENTS

3.1 Transit Platforms and Bus Lanes

The City will maintain the following transit platforms and bus lanes for use by public and private transit providers:

- a. A transit island platform and other transit platforms with shelter structures, windscreens, lighting fixtures, and City of Everett information displays;
- b. The bus driveways and curbs;
- c. Landscaping; and
- d. Lighting fixtures and any other street furniture elements, except the regional signage and information display hardware, affixed to the platform or shelters.

3.2 Parking Areas

The City-owned parking lots are assigned to Sound Transit as provided in **Exhibit C**. In addition, Sound Transit also has the right to use Parking Lot B, South Lot, under the terms of the Parking Lot Easement granted by the City to Sound Transit, dated July 5, 2005 (*Parking Lot Easement*, July 7, 2005, 200507070815). The City will provide and maintain lighting, emergency telephones, and landscaping at the parking lots. The City is also responsible for maintaining the vanpool and carpool parking stalls at Everett Station.

3.3 Utilities

The City will maintain the utility facilities and lines that serve Everett Station including storm water drainage and detention, water service, sanitary sewer, electrical service, irrigation and telephone.

3.4 Everett Station Building

The City will maintain the building, public spaces, gardens and walkways.

3.5 Street and Public Space Improvements

The City will maintain all the off-site street and public space improvements, including but not limited to landscape, lighting and streetscape surrounding Everett Station.

4.0 OPERATIONS SERVICES

4.1 Roles and Responsibilities of the City

4.1.1 Security

The City will provide security services at Everett Station, including security for the parking lots, bus bays, and bus platforms assigned to Sound Transit in accordance with the standards specified in **Exhibit D**.

4.1.2 Emergency Call Stations

The City will provide security services to respond to calls generated from Sound Transit Emergency Call Stations. Sound Transit will reimburse the City for this service under Section 6.1.

4.1.3 Parking Management

The City will provide parking management services for Everett Station parking including the parking stalls assigned to Sound Transit for use by ST Express customers and Sounder customers. The City will transmit parking utilization counts every month to Sound Transit's Parking and Customer Services Coordinator identified in **Exhibit E**.

4.1.3.1 Parking Fees

The City may not charge parking fees to transit customers unless otherwise agreed by the Parties and approved by the Parties' respective boards. Parking fees may be charged for non-transit parking provided that this special event parking does not conflict with transit customer use in the assigned parking lots. If there is potential for a conflict with transit customer use, then the City will discuss the issues with Sound Transit, in advance, and reach a mutually agreeable solution.

4.1.3.2 Parking Use Survey

Beginning in 2016, the City (through Everett Transit) and Sound Transit will jointly conduct a biennial parking use survey to determine the relative proportionate use of the TDS Garage by Sound Transit customers compared with City and Everett Transit customers and others. Sound Transit and the City will agree on the methodology for the survey. The survey will be completed no later than May 31 of each biennial. The cost of the survey will be shared according to the agreed proportionate share of costs between the Parties in effect at the time of the survey.

4.1.4 Third Party Use

The City may not grant permission for any third party use that decreases or adversely impacts Sound Transit's customer parking without Sound Transit's permission. If approved by Sound Transit, the City may agree to allow a third party use upon conditions that include the provision of a general liability insurance policy naming Sound Transit as an additional insured. The City must also require third party users to agree to protect, defend, indemnify, and save harmless Sound Transit, its officers, officials, employees, and agents from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from the City's grant of permission for third party use of the Everett Station facilities. The City may not directly or indirectly charge Sound Transit for increases in maintenance and operations costs due to third party use.

4.1.5 Bus Bay Assignments

Sound Transit is assigned the use of the bus bays specified in **Exhibit B**. Except for emergencies, any change or revision by the City to bay assignments must be coordinated with routine service changes and may not be made without Sound Transit's written consent, which may not be unreasonably withheld. **Exhibit B** will be updated as changes occur by the Designated Representatives.

4.1.6 Signage Hardware

The City will provide post-mounted schedule holders to Sound Transit to be installed on the bus platforms assigned to Sound Transit. The City will coordinate the update of changeable information and the required replacement of the schedule holders with the other bus bay users and as frequently as provided in **Exhibit D**.

4.1.7 Changeable Information

The City will produce the Sound Transit changeable information to be placed in the signage hardware displays according to **Exhibit D** on the bus and rail platforms. The City will install all Sound Transit changeable information. In addition, the City will install the Everett Station area maps, the Sound Transit system maps, and Sounder schedules produced and provided by Sound Transit as part of the service change process and as required between service changes due to minor schedule revisions or damaged signage. The City will produce and install Sound Transit bus schedules, bus bay maps, and Everett system maps for each service change.

The City will notify Sound Transit of any required signage maintenance. Sound Transit will provide quarterly signage maintenance in coordination with regular service changes. Refer to **Exhibit D**.

4.1.8 Sound Transit Installed Signs at Everett Station

Sound Transit may install, change, and maintain regional signage and information display hardware on or about Everett Station. Sound Transit may change such signage at its discretion and redesign such signage to be consistent with its regional signage program. The City will review and not unreasonably withhold approval of such changes. The Parties will endeavor to ensure that the hardware remains consistent with the Everett Station architecture. Sound Transit will maintain and repair the signage permitted under this Section at its own cost.

4.1.9 Information Technology Systems

The City will consult with Sound Transit regarding future plans by the City to develop information technology systems for transit customers at Everett Station. Prior to the implementation of information technology systems, the Parties will reach a written agreement on the operation of such systems including its impacts to operations, maintenance and agreed upon costs to be paid by Sound Transit, if any.

At the City's request, Sound Transit may at its discretion perform installation and maintenance for City-owned technology installed at the station. The City will provide all materials and equipment and will reimburse Sound Transit for the actual costs of the time required to perform the work. The cost of Sound Transit performing this work will be negotiated separately between Everett Transit and Sound Transit's Transit Systems Division and will be documented in a Letter of Agreement

4.1.10 Changes in Operations/Maintenance Services

The City will consult with Sound Transit on any proposed changes to the operations and maintenance services at Everett Station that materially and/or adversely affects Sound Transit. The City and Sound Transit must agree in writing prior to any significant changes being made.

4.2 Roles and Responsibilities of Sound Transit

4.2.1 Signage Hardware

Sound Transit will supply, install and maintain the following regional signage and information display hardware for use at Everett Station as well as on the bus, Sounder, and Amtrak platforms:

- a. Regional T beacons;
- b. Platform Station Identification Signs;
- c. Route flags;
- d. Information displays;
- e. Regulatory signs;
- f. Information signs; and
- g. Wayfinding signs.

Post-mounted schedule holders must be supplied by the City for Sound Transit to install. The changeable information in the schedule holders will be maintained by Everett Transit and/or other parties as specified in **Exhibit D**.

4.2.2 Route Flag Changes

Sound Transit will update the route flags on the bus platform at regularly scheduled service changes. Refer to **Exhibit D**. The City will give Sound Transit 90 calendar days' notice for any route flag changes as a result of service changes by Everett Transit.

4.2.3 Changeable Information

Sound Transit will produce the Everett Station area maps, the Sound Transit system maps and the Sounder schedules that shall be installed by the City in the signage hardware on the bus and rail platforms. Refer to **Exhibit D**.

4.2.4 Closed Circuit Television Monitoring System

Sound Transit will discuss its CCTV system design with the City to determine if there is an opportunity to form a partnership in its operations at Everett Station.

4.2.5 Changes in Operations/Maintenance Services

Sound Transit will consult with the City concerning any changes proposed to Sound Transit services that may materially and/or adversely affect the operations and maintenance of Everett Station.

4.2.6 Security

Sound Transit will provide security services for the Sounder platform and rail layover.

5.0 MAINTENANCE SERVICES

5.1 Roles and Responsibilities of the City

5.1.1 Scheduled Maintenance

The City will provide scheduled maintenance as described in **Exhibit D** for the assigned Sound Transit parking stalls; the Sound Transit-owned parking stalls in Parking Lot 4; and the bays, platform space, and shelters/windcreens assigned to ST Express buses.

5.1.2 Unscheduled Maintenance and Minor Repairs

The City will provide unscheduled maintenance and minor repairs as described in **Exhibit D** for the assigned Sound Transit parking stalls, bus bays, platforms, shelters, and windcreens assigned to ST Express buses and Sounder commuter rail. Any maintenance performed for which the cost is estimated to exceed \$15,000 must be approved by Sound Transit prior to work being performed.

5.1.3 Utilities

The City is responsible for connecting and maintaining utilities such as, but not limited to, electrical power, water, storm water and telephone to the extent reasonably necessary for the operation of the parking areas and the bus/commuter rail platforms.

5.2 Roles and Responsibilities of Sound Transit

Sound Transit is responsible for maintaining Sounder infrastructure.

6.0 COMPENSATION

The Parties agree to the 2016 reimbursement schedule provided in **Exhibit E**.

Sound Transit will pay its proportionate share of the annual costs for operations and maintenance, exclusive of costs paid by other agencies using or leasing space at Everett Station. For the calendar year 2015, Sound Transit's proportionate share of costs is 60.94%.

Each year, the fixed cost to be reimbursed by Sound Transit will be adjusted from the 2015 Baseline at a rate corresponding to the consumer price index series, CUURA423SA0 and CUUSA423SA0, published by the Bureau of Labor and Statistics, for the 12 months ending December 31st, based on 1/1/2016 effective date. The annual costs include scheduled and unscheduled maintenance and a proportionate share of mid-life and major repairs performed. The Sound Transit's proportionate share of cost is determined in accordance with the results of parking surveys conducted under section 4.1.3.2.

6.1 Emergency Call Station Charges

The City will bill Sound Transit separately for responding to Sound Transit-owned Emergency Call Stations. The compensation for each response will be as specified in **Exhibit E**. The City will submit monthly an invoice to Sound Transit that will include an incident report detailing each Emergency Call Station response. The City will include all documentation generated as a result of each call and may include photos, police reports and individual statements. Sound Transit will pay each bill in accordance with Section 6.2 below.

At the City's request, Sound Transit may assume responsibilities for monitoring the emergency call stations at the facility. The terms of such an agreement will be negotiated separately and would be an amendment to this agreement.

6.2 Invoice and Payment Schedule

The City will invoice Sound Transit by the 15th of the month for the services rendered in the previous month specified in this Agreement. The invoice is considered complete when if it includes all the monthly information required by Sound Transit in Section 10.0 "Reporting Responsibilities." All records related to the monthly invoice are subject to audit by Sound Transit. Any revenue credited to Sound Transit and the associated fees will be subtracted from the monthly invoice.

Sound Transit will process completed invoices within 30 working days after receipt of the completed invoice.

If Sound Transit disputes the charges or documentation, Sound Transit will provide notice of such objections to the City in writing within 20 working days after receipt of the completed invoice. Sound Transit will pay the parts of the invoice not in dispute according to standard procedures above.

6.2.1 Address for Payment and Reimbursement

The City will send the completed monthly invoices to:

Accounts Payable
Central Puget Sound Regional Transit Authority
401 South Jackson Street
Seattle, Washington 98104-2826

7.0 DESIGNATED REPRESENTATIVES

To ensure effective cooperation, each Party will designate a representative ("Designated Representative") for communications between the Parties and revision of exhibits. **Exhibit F** provides Designated Representatives' names and contact information of the Designated Representatives. The Parties may unilaterally amend this exhibit to update its contact information or change its Designated Representative.

8.0 AUDITS, INSPECTIONS AND RETENTION OF RECORDS

8.1 Audits and Inspections

The Parties will provide full access to and the right to examine its records relating to matters covered in this Agreement to the other Party, the State Auditor, or their representatives during normal business hours and as often as they deem necessary. Such representatives will be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all agreements, invoices, materials, payrolls, and other matters covered by or related to this Agreement.

If an audit is requested by Sound Transit or required by any applicable federal agency requirements, the City will cooperate with Sound Transit's auditor and/or an independent auditor chosen and retained by Sound Transit. If applicable for audits by federal funding agencies, the City will document its auditing costs.

8.2 Retention of Records

Copies of the records will be furnished to each Party upon request and shall be maintained in accordance with a work order accounting procedure prescribed by the State Auditor's Office. All documents, books, papers, accounting records, and other materials pertaining to this Agreement will be retained by each Party for six years, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case each Party will maintain same until all such litigation, appeals, claims or exceptions are finally resolved.

9.0 DISPUTE RESOLUTION

The Parties will work collaboratively, in accordance with the following steps, to resolve disagreements arising from activities performed under this Agreement. Disagreements will be resolved promptly and at the lowest level of authority.

The Designated Representatives will use their best efforts to resolve disputes and issues arising out of or related to this Agreement. Each Designated Representative will notify the other in writing of any problem or dispute the Designated Representative believes needs formal resolution. This written notice shall include:

- a. A description of the issue to be resolved;
- b. A description of the difference between the Parties on the issue; and
- c. A summary of steps taken by Designated Representative to resolve the issue.

The Designated Representatives will meet within five business days of receiving the written

notice and attempt to resolve the dispute. In the event the Designated Representatives cannot resolve the dispute (and that dispute is not subject to some other formal appeal process), Sound Transit's Executive Director of Operations or his/her designee and the Mayor of the City or his/her designee will meet within seven business days of receiving notice from a Designated Representative and engage in good faith negotiations to resolve the dispute.

In the event the Executive Director of Operations or his/her designee and the Mayor of the City or his/her designee are unable to resolve the dispute, the Parties may submit the matter to a mutually agreed upon non-binding mediator. The Parties will share equally in the cost of the mediator.

The Parties have no right to seek relief under this Agreement in a court of law until and unless each of these procedural steps is exhausted. The preceding sentence does not apply to the extent that any applicable statute of limitations will or may run during the time that may be required to exhaust the procedural steps set forth above; if the Party initiating the lawsuit immediately moves to stay the lawsuit while the procedural steps set forth above are satisfied.

10.0 INDEMNIFICATION

Each Party will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, Indemnifying Party's negligent acts or omissions. Neither Party is required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the Party seeking indemnity. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein are valid and enforceable only to the extent of the Party's own negligence. Each obligation under this paragraph extends to any claim, demand, or cause of action brought by, or on behalf of, any of each Party's employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that a Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs are recoverable from the responsible Party to the extent of that Party's culpability. This indemnification will survive the termination of this Agreement.

11.0 INSURANCE

Each Party will, at its expense, obtain and maintain during the entire term of this Agreement an appropriate program of self-insurance, commercial insurance, or any combination thereof, for its liability exposures under this agreement including its indemnity obligations. If a Party self-insures, then it will provide the other Party with a letter attesting to its self-insurance program as adequate proof of coverage. When commercial insurance is utilized, each Party agrees to provide the other Party with a Certificate(s) of Insurance showing compliance with the appropriate insurance requirements and naming the other Party as an additional insured.

12.0 GENERAL PROVISIONS

12.1 Rights and Remedies

The rights and remedies of the Parties to the Agreement are in addition to any other rights and remedies provided by law, except as otherwise provided in this Agreement.

12.2 No Third Party Rights

This Agreement is solely for the benefit of the Parties and gives no right to any other party. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties.

12.3 Binding on Successors

All of the terms, provisions and conditions of this Agreement are binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns, and legal representatives.

12.4 Compliance with Laws

The City will comply, and to the best of its ability will ensure, that its employees, agents, consultants and representatives comply with all federal, state, and local law, regulations, and ordinances applicable to the work and services to be performed. The work performed by the City under this Agreement and all supplements must comply with all applicable public works and procurement laws and regulations, including, but not limited to, applicable public works and procurements laws and regulations, bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers compensation requirements.

12.5 Governing Law and Venue

This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Washington. Any legal action brought resulting from this Agreement must be brought in the Superior Court of Snohomish County.

12.6 No Employee Relationship

In performing work and services hereunder, the City and its employees, agents, consultants and representatives are acting as independent contractors and are not deemed or construed to be employees or agents of Sound Transit in any manner whatsoever. No employee or any party shall hold him/herself out as, or claim to be an officer or employee of the other Party by reason of this Agreement and shall not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the other Party. Each Party shall be solely responsible for any claims for wages or compensation by its employees, agents, and representatives, including consultants and shall hold the other Party harmless therefrom.

12.7 Notice

All notices or requests required or permitted under this Agreement must be in writing; personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by facsimile transmission (including email) and will be deemed received three business days after the day it was mailed or on the day it is delivered, emailed, or faxed (provided the fax machine has issued a printed confirmation of receipt). All notices or requests must be sent to the Designated Representatives listed in **Exhibit F**.

12.8 Waiver of Default

A Party's waiver of the other Party's default will not be deemed to be a waiver of any subsequent default. Waiver of breach of a provision of this Agreement, including failure to require full and timely performance of any provision, will not be deemed to be a waiver of any other subsequent breach and will not be construed to be an amendment of the terms of this Agreement unless stated to be such in writing, signed by authorized representatives.

12.9 Assignment

No Party may assign any interest, obligation, or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent by the other Party.

12.10 Binding on Successors and Assigns

All of the terms, provisions and conditions of this Agreement are binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns and legal representatives.

12.11 Severability

If any of the terms and conditions of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining unaffected terms and conditions will remain in full force and effect. The Parties will negotiate in good faith to reform the Agreement to replace any invalid or unenforceable term or condition with a valid and enforceable term or condition that comes as close as possible to the intention of the stricken term or condition.

12.12 Warranty of Right to Enter into Agreement

The Parties each warrant they have the authority to enter into this Agreement and that the persons signing this Agreement have the authority to bind such person's Party.

12.13 Publicity/Communications

The Parties may not make any formal press releases, news conferences or similar public statements concerning this Agreement without prior notification of the other Party.

12.14 Exhibits

All exhibits referenced in and attached to this Agreement are incorporated by this reference, except as otherwise provided.

12.15 Amendments

Amendments to this Agreement must be in writing and signed by an authorized representative of each of the Parties. The Executive Director of Operations or his/her designee, and the Mayor of Everett or his/her designee may execute amendments and revisions to the Agreement and its Exhibits of an administrative or management nature.

13.0 TERMINATION OF AGREEMENT

13.1 Termination for Default

Either Party may terminate this Agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the other Party, provided that insofar as practicable, the Party terminating the Agreement will give the other Party the following:

- a. Written notice or intent to terminate 30 calendar days prior to the date of termination stating the manner in which the other Party has failed to perform the obligations under this Agreement; and
- b. An opportunity for the other Party to cure the default within 30 days of the notice of the intent to terminate. In such case, the notice will state the time period in which cure is permitted and any other appropriate conditions.

If the Party on notice fails to remedy the default or the breach to the satisfaction of the Party not at fault within the time period established in the Notice of Termination or any extension granted by the Party not at fault, then this Agreement will be deemed terminated.

13.2 Termination for Convenience

Either Party may terminate this Agreement for convenience, by providing the other Party written notice of intent to terminate at least 90 days before a scheduled service change.

13.3 Rights and Duties of Parties upon Termination

Termination of this Agreement, by either Party, does not extinguish or release that Party from liability, claims, or obligations to the other Party existing as of the time of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of this Agreement and this Section. The release and indemnification provisions set forth in this Agreement and all remedial provisions shall survive termination of this Agreement.

Upon termination of this Agreement by expiration or any other means, the Parties agree to work together in good faith to develop a coordinated plan for terminating the scope of work rendered up until the time of termination. Further, in the case of termination for convenience only, the terminating Party will pay reasonable contract close-out costs to

the other Party. In the event that the agreement is terminated due to the City's default, any damages owing to Sound Transit will be offset against any final expenses charged to Sound Transit.

14.0 EFFECTIVE DATE AND TERM OF AGREEMENT

14.1 Effective Date

This terms Agreement shall take effect on January 1, 2016.

14.2 Term of Agreement

This Agreement shall expire on December 31, 2020, unless the parties agree to extend the term of this Agreement.

15.0 EXECUTION OF AGREEMENT

This Agreement may be executed in two counterparts, either of which are regarded as an original.

City of Everett

Central Puget Sound Regional Transit
Authority ("Sound Transit")

Ray Stephanson
Mayor

Peter Rogoff
Chief Executive Officer

Date: _____

Date: _____

Attest:

Sharon Fuller
City Clerk

Date: _____

Approved as to form:

Approved as to form:

James D. Iles
City Attorney

Sound Transit Legal Counsel

Date: _____

Date: _____

Exhibit A: Everett Station Improvements Ownership Map

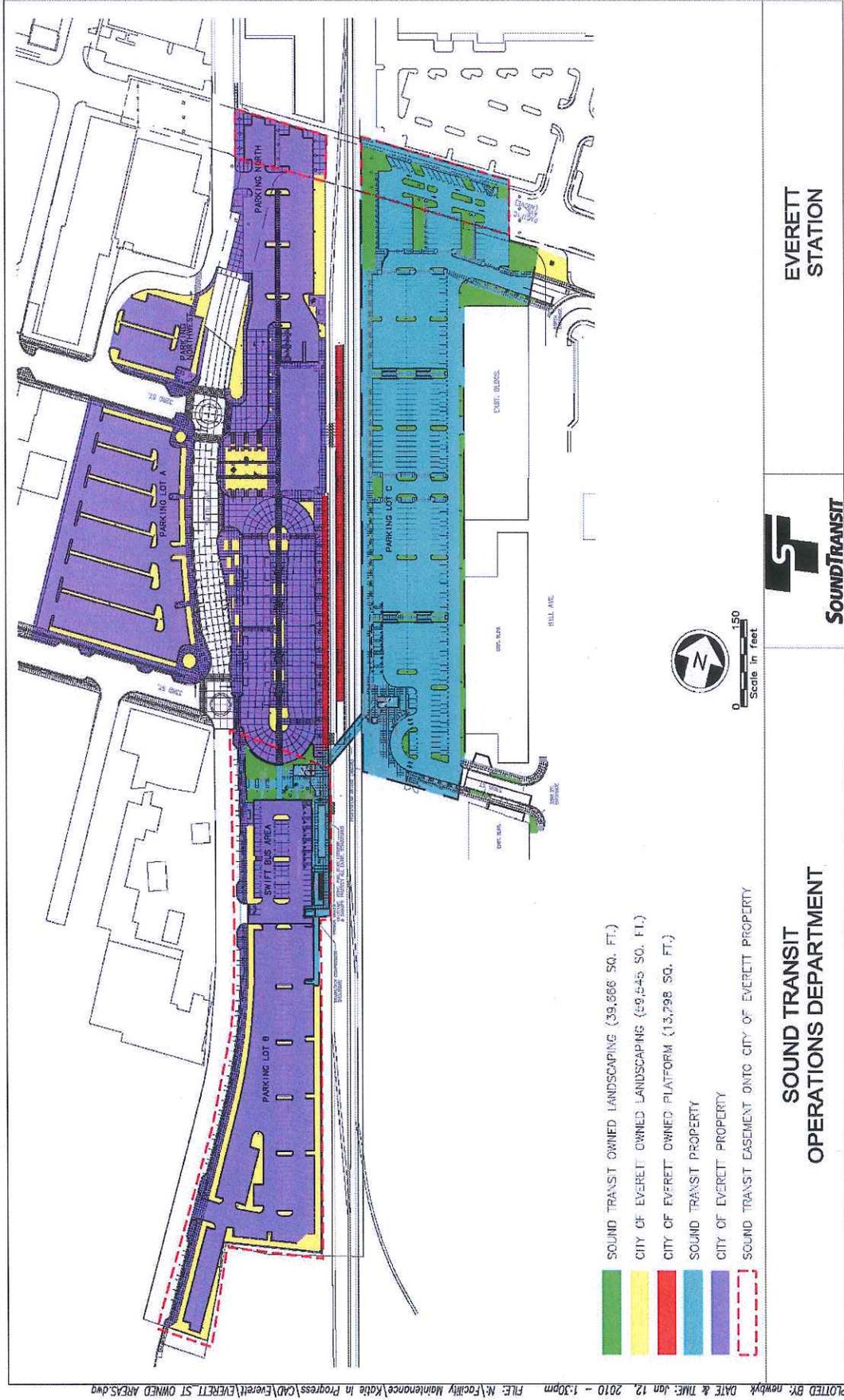


EXHIBIT B: Bus Bay Assignments

1. Sound Transit Assignments

- Bus Bays in bus loop: 2
- Bus platforms in the loop: 2

2. Other Assignments – The map shows a total of 12 bus bays in the bus loop assigned to the public transit providers and private transit providers.

EXHIBIT C: PARKING STALL ASSIGNMENTS

| PARKING LOT | OWNERSHIP | ASSIGNMENT | TOTAL STALLS |
|--|-----------------|--|--------------|
| Parking Lot A – West Lot | City of Everett | Public transit: bus and commuter rail | 240 |
| Parking Lot B – South Lot ¹ | City of Everett | Sound Transit | 241 |
| Parking Lot C – East Lot | Sound Transit | Sound Transit | 432 |
| Parking Lot D – North Lot | City of Everett | Greyhound, Amtrak, employees, visitors | 103 |
| Parking Lot E – Northwest Lot | City of Everett | Building employees | 51 |

Notes

1. The number of stalls reflects the transition of approximately 75 stalls to provide a bus bay for the Community Transit Swift Bus service.

Exhibit D Maintenance and Operations Tasks

| TASK | FREQUENCY | RESPONSIBLE |
|--|---|-----------------|
| LANDSCAPING (scheduled/unscheduled) | | City of Everett |
| Soil Management Fertilize Monitor drainage system | Twice yearly – as needed Weekly monitoring Monthly inspection | |
| Water Management Maintain sprinkler system Winterize Repairs | Monitor/adjust as needed or every 2 weeks Late fall As needed | |
| Shrub/Groundcover Management Prune/trim shrubs Soil Reports Landscape plant health report Trim groundcover Insect/disease control Fertilize Mulch | Twice during growing season Twice yearly-not in contract Annually – not contract As needed “ Annually As needed | |
| Integrated Pest Management Irrigation Disease/insect/weed control fertilization Growth regulators | Maintain system properly As needed “ | |
| Tree Management Tree staking Fertilization Pruning Rejuvenate/replace Insect/disease control Weed control Tree health/safety | Monitor weekly – not in contract Inspect monthly Annually Annually and as needed for hazards As needed “ “ Annual report – not in contract | |
| Debris/Green Waste/Trash Management Leaf removal from site Trash removal | Weekly Daily (or more frequently if needed) | |

| TASK | FREQUENCY | RESPONSIBLE |
|--|---|------------------------|
| JANITORIAL CARETAKING (scheduled/unscheduled) | | City of Everett |
| Sweep and power sweep parking lot/bus transit center areas Pressure wash exterior surfaces (canopies, shelters, etc.) Graffiti removal Rust removal Touch up painting Clean non-transit signage signs Replace non-transit signage signs Clean passenger canopies Snow/ice removal consistent with the requirements of Everett Municipal Code 13.08.020 Restriping Parking lot lighting Repairs | Weekly Three times per year As needed As needed " " " Code requirements As needed As needed As needed | |
| SECURITY | | City of Everett |
| A minimum of one Security Officer available 16 hours per day/7 days per week. Security is dark between the hours of 10pm-6am, daily. Coordinate with Sound Transit Security Staff and Transit Inspectors, as necessary. Prepare daily parking lot surveys Prepare Daily Activity Reports Monitor and respond to Emergency Call Stations Perform periodic foot patrols of all parking lots and bus bays. | As necessary. Twice Daily at 0800 & 1830 Daily As necessary. Minimum of twice daily. | |

| TASK | FREQUENCY | RESPONSIBLE |
|--|--|---|
| PARKING LOT MANAGEMENT | LOTS A and B | City of Everett |
| Towing Patrol lot | As needed Daily | |
| PARKING LOT MANAGEMENT | LOT C | Sound Transit |
| Towing Patrol lot | As needed Daily | |
| PREVENTATIVE MAINTENANCE PLAN | | City of Everett |
| Develop and maintain a plan | Administered by the station's building and site manager | |
| EMERGENCY PHONES | | City of Everett |
| | | |
| SIGNAGE HARDWARE | | Sound Transit (ST) Everett Transit(ET) |
| Everett Station sign maintenance | Quarterly inspection one of which is annual cleaning | ST |
| Regional T beacons; platform station identification signs; route flags; information displays; regulatory; information & wayfinding signs | Install/maintain Update route flags at service changes 3 times/year and as needed for emergencies | ST ST |
| Mounted bus schedule holders | Provide to ST for initial installation Maintain | ET/or other Party |
| Off-site ST route flags | For ST only stops, provide updated flags to ET/or other parties Remove/install/return removed flags to ST | ET/or other Party ST ET/or other Party |

| TASK | FREQUENCY | RESPONSIBLE |
|--|---|--|
| CUSTOMER INFORMATION | | ST/ET |
| Changeable information at transit center (schedules, Everett Station bus bay map, Everett System Map) | Produce/install/maintain in coordination with ET and/or other Parties. Displays are sized to fit larger size format developed by the transit partners for these display units and to be compliant with ADA. | ET/or other party |
| ST Everett Station changeable area and system maps | Produce/provide to ET (ET and/or other Parties provides review and input for area map) | ST |
| Other information items such as rider alerts | Install Produce/post as needed | ET/or other party ET/or other Party |
| TECHNOLOGY | | |
| Display monitors – additional | If developed, coordinate with ST as part of implementation | ET |
| | | |

Exhibit E Estimated Budget

| | 2016 Projected | Sound Transit |
|--|-------------------|---------------|
| | Exterior Expenses | 60.94% |
| Salaries | \$ 181,671 | \$ 110,710 |
| Benefits | 58,135 | 35,427 |
| Salaries including benefits | 239,806 | 146,138 |
| Overtime | 9,722 | 5,925 |
| Uniforms & Clothing | 1,600 | 975 |
| Office & Operating (Exterior = 30% of total) | 18,450 | 11,243 |
| Small Tools/Equip | 3,500 | 2,133 |
| Prof Services | - | - |
| Repairs & Maintenance (Exterior = 30% of total) | 12,300 | 7,496 |
| Electricity - Building | - | - |
| Electricity - Exterior | 59,493 | 36,255 |
| Natural Gas - Building | - | - |
| Phone - Emergency call stations | 3,960 | 2,413 |
| Garbage - Building | - | - |
| Garbage - Exterior (60% of total) | 8,708 | 5,307 |
| Water (Building only) | - | - |
| Irrigation | 14,844 | 9,046 |
| Landscaping | 22,706 | 13,837 |
| 2016 Total Projected Exterior Expenses | \$ 395,089 | \$ 240,767 |
| Sound Transit share of Exterior = 60.94% | \$ 240,767 | |

Exhibit F Designated Representatives

City: City of Everett
Transportation Services Director
Attn: Tom Hingson
3225 Cedar Street
Everett, Washington 98201

Sound Transit: Operations Department Executive Director
Sound Transit Operations Department
ATTN: Randall Stamm
401 South Jackson Street
Seattle, Washington 98104-2826

Exhibit G – Information Technology Systems

To be attached per Section 4.1.9.