

# Everett City Council Agenda

## 12:30 P.M. January 27, 2016

### City Council Chambers

Roll Call

Pledge of Allegiance

Approval of Minutes: January 20, 2016

Mayor's Comments

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) Approve the 2016 Cultural Arts Commission Capital and Programming Grant Awards as designated, in an amount not to exceed \$40,000.00.

Documents: [Cultural Commission.pdf](#)

(2) Authorize Mayor to sign Amendment No. 1 to the Professional Services Agreement with HDR Engineering, Inc. to provide engineering and construction management services for the Water Pollution Control Facility Diversion Structure Zero Project in an amount not to exceed \$821,038.00.

Documents: [HDR-4.pdf](#)

PROPOSED ACTION ITEMS:

(3) CB 1601-01 – 2nd 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 \$5,510,539.68 for the period of January 9, 2016 through January 15, 2016.

Documents: [Res-71.pdf](#)

PUBLIC HEARING:

(5) CB 1601-02– 1st, 2nd 3rd and final Reading – Adopt the Proposed Ordinance establishing a moratorium on the establishment of additional retail marijuana stores and

marijuana cooperatives, and declaring an emergency to exist.

Documents: [CB 1601-02.pdf](#)

ACTION ITEMS:

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

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

(7) Accept the donations of James Arrabito and Jessica Pavish adding the artworks to the Municipal art Collection.

Documents: [Artwork.pdf](#)

(8) Approve the purchase of a John Deere 710K Backhoe Loader from Washington State Contract 00410 in the amount of \$179,907.00 including Washington State sales tax.

Documents: [John Deere.pdf](#)

(9) 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](#)

(10) Authorize the Mayor to sign the Addendum to the Kronos Sales, Software Licensing and Services Agreement for an additional cost of \$35,180.00 with no Washington State sales tax.

Documents: [Kronos-3.pdf](#)

(11) Authorize the Mayor to sign the Amendment to Project Agreement with the Washington State Recreation and Conservation Office for the Kasch Park Synthetic Turf Replacement Project.

Documents: [Kasch-3.pdf](#)

Executive Session

Adjourn

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EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

2016 Cultural Arts  
Commission Capital &  
Programming Grant Awards

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

COUNCIL BILL #  
Originating Department: Cultural Arts  
Contact Person: Carol Thomas  
Phone Number: 425-257-7101  
FOR AGENDA OF: January 27, 2016

Initialed by:  
Department Head  
CAA  
Council President

*db*  
*[Signature]*

**Location                      Preceding Action                      Attachments                      Department(s) Approval**

Amount Budgeted	\$40,000	
Expenditure Required	\$40,000	Account Number(s):112 5102202410
Budget Remaining	0	
Additional Required	0	

**DETAILED SUMMARY STATEMENT:**

**Programming Grants:** For thirty-two years the City of Everett, through the Cultural Arts Commission, has supported performing, visual and literary organizations by awarding annual programming grants. Through a competitive grant application and screening process, Cultural Arts Commissioners make awards based upon criteria such as non-profit status, Everett-based priority and ability to provide matching funds.

These awards enable artists and organizations to develop, produce and exhibit quality artwork and programs. They also increase exposure of the arts to the general public and strengthen partnerships with the artistic community. It is recommended that the arts organizations identified on the attachment receive grant funding and/ or the use of the Everett Performing Arts Center, waiving the rental fee, to support their programming projects. Programming Grant Awards total \$34,000.

**Capital Grants:** The Everett Cultural Arts Commission’s Capital Grants Program enhances the cultural life of Everett’s citizens by funding the purchase, design, construction, and remodeling of buildings used for performing arts, visual arts, and cultural activities; and the purchase of production equipment intended to be used by the recipient cultural organization for at least ten years.

Through a competitive grant application and screening process, Cultural Arts Commissioners award grant support. It is recommended that the art organizations identified on the attachment receive funding to support capital projects. These Capital Grant Awards total \$6,000.

**RECOMMENDATION (Exact action requested of Council):**

Approve the 2016 Cultural Arts Commission Capital & Programming Grant Awards as designated, in an amount not to exceed \$40,000.

Organization	Description	EPAC Waiver	Grant Recommendation
<b>PROGRAMMING GRANTS</b>			
Everett Film Festival	Everett Film Festival	2 days	
Everett Norwegian Male Chorus	Sangerfest 2016	1 day	
Schack Art Center	2016 Regional Scholastic Art Awards		\$1,000
Everett Philharmonic Orchestra	2016 Listener's Choice Concert		\$1,500
Schack Art Center	2016 Juried Art Show		\$3,000
Imagine Children's Museum	Guest Performer Series		\$4,000
Everett Community College Foundation	2016 Japanese Anime Festival		\$2,000
Village Theatre KIDSTAGE	KIDSTAGE Performances		\$5,000
All Aboard of America 1	Opportunities for adults with special needs to participate in education/enrichment activities and "Give Back to Everett" community event		\$2,000
Village Theatre Pied Piper	Sensory-Friendly Pied Piper Performances		\$2,500
Flying House Productions	2016 Seattle Men's Chorus Holiday Concert		\$1,000
The Dance School	Annual Year-End community performance	2 days	
The Dance Company (part of The Dance School)	Site-Specific Dance Works		\$1,500
Sixth Day Dance Company	Pilot program teaching social dances to individuals with intellectual/developmental disabilities		
Pacifica Chamber Orchestra	Chamber Music Concerts		\$2,000
Village Theatre	KIDSTAGE Summer Shows		\$2,500
GROW Washington	GROW Washington Markerspace		
Evergreen Community Orchestra	2-3 free community concerts		\$1,000
Poetry Northwest	Magazine publication and free literary reading events		\$2,000
Trinity Lutheran College	From Gray to Green		
Historic Everett	Everett Massacre Graphic Novel (comic)		\$3,000
Everett Chorale	2nd subscription concert - finale of 50th Anniversary season	9 days	
<b>CAPITAL GRANTS</b>			
Schack Art Center	Metalsmithing/Lapidary Studio equipment		\$6,000.00
		14 days	\$40,000

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Amendment No. 1 to the Professional Services Agreement with HDR Engineering, Inc. to Provide Engineering and Construction Management Services for the Water Pollution Control Facility Diversion Structure Zero – Modifications Project

\_\_\_\_\_ Briefing  
 \_\_\_\_\_ Proposed Action  
 \_\_\_\_\_ Consent  
 \_\_\_\_\_ Action  
 \_\_\_\_\_ First Reading  
 \_\_\_\_\_ Second Reading  
 \_\_\_\_\_ Third Reading  
 \_\_\_\_\_ Public Hearing

COUNCIL BILL # \_\_\_\_\_  
 Originating Department Public Works  
 Contact Person Souheil Nasr  
 Phone Number (425) 257-7210  
 FOR AGENDA OF January 27, 2016

Initialed by:  
 Department Head \_\_\_\_\_  
 CAA db  
 Council President [Signature]

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Water Pollution Control Facilities (on Smith Island)	Professional Services Agreement, September 2, 2015	Amendment No. 1	Public Works

Amount Budgeted	\$7,800,000	
Expenditure Required	\$821,038	Account Number(s): UP-3625
Budget Remaining	\$6,802,330	
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

This is the second phase of a two phase project for engineering design and construction services for the Water Pollution Control Facility on Smith Island. Phase 1 (pre-design) was authorized by Council on September 2, 2015. This Phase 2 (design and construction assistance) carries forward the preferred alternative from Phase 1 through construction. This project is listed in the Combined Sewer Overflow Agreed Order to be on line by December 31, 2017.

Previously authorized expenditures for the project include \$176,632 for pre-design services. Total expenditures requested to date, including this request for final design and construction assistance, are \$997,670.

**RECOMMENDATION (Exact action requested of Council):**

Authorize Mayor to sign Amendment No. 1 to the Professional Services Agreement with HDR Engineering, Inc. to Provide Engineering and Construction Management Services for the WPCF Diversion Structure Zero project in an amount not to exceed \$821,038.

AMENDMENT NO. 1

TO

AGREEMENT FOR ENGINEERING SERVICES

WPCF DIVERSION STRUCTURE ZERO MODIFICATIONS PROJECT

WHEREAS:

HDR Engineering, Inc. (HDR) entered into an Agreement on September 2, 2015 to perform engineering design and construction services for the WPCF Diversion Structure Zero Modifications Project for the City of Everett ("City");

The City desires to amend this Agreement by adding to the scope of services in order to perform the final engineering design and construction services and HDR is willing to amend the agreement.

NOW, THEREFORE, HDR and the City do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those conditions and exhibits listed below;

Section 4: Modify Paragraph D, which describes the maximum total compensation, by increasing the total maximum compensation by \$821,038. Delete the existing sentence and replacing with the following sentence:

"Total compensation, including all services and expenses, shall not exceed a maximum of nine hundred ninety seven thousand six hundred seventy dollars (\$997,670)."

Amend the previous Exhibit A; Scope of Services, and Exhibit B; Project Hours, Expenses and Fee Estimate, by adding the following items:

Exhibit A1; Scope of Services, and  
Exhibit B1; Project hours, Expenses and Fee Estimate

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

**City of Everett, Washington**

**HDR Engineering, Inc.**

By: \_\_\_\_\_  
Ray Stephanson, Mayor

By: Karen Doherty  
Karen Doherty, Vice President

Date: \_\_\_\_\_

Date: 1/11/16

Attest: \_\_\_\_\_  
Sharon Marks, City Clerk

APPROVED AS TO FORM:  
\_\_\_\_\_  
James D. Iles, City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A1**

**City of Everett**

**Water Pollution Control Facility (WPCF)**

**Diversion Structure Zero  
Final Design**

**Scope of Services**

**January 8, 2016**



**500 108th Avenue NE  
Suite 1200  
Bellevue, WA 98004-5549  
(425) 450-6200**



**500 108th Avenue NE  
Suite 1200  
Bellevue, WA 98004-5549  
(425) 450-6200**

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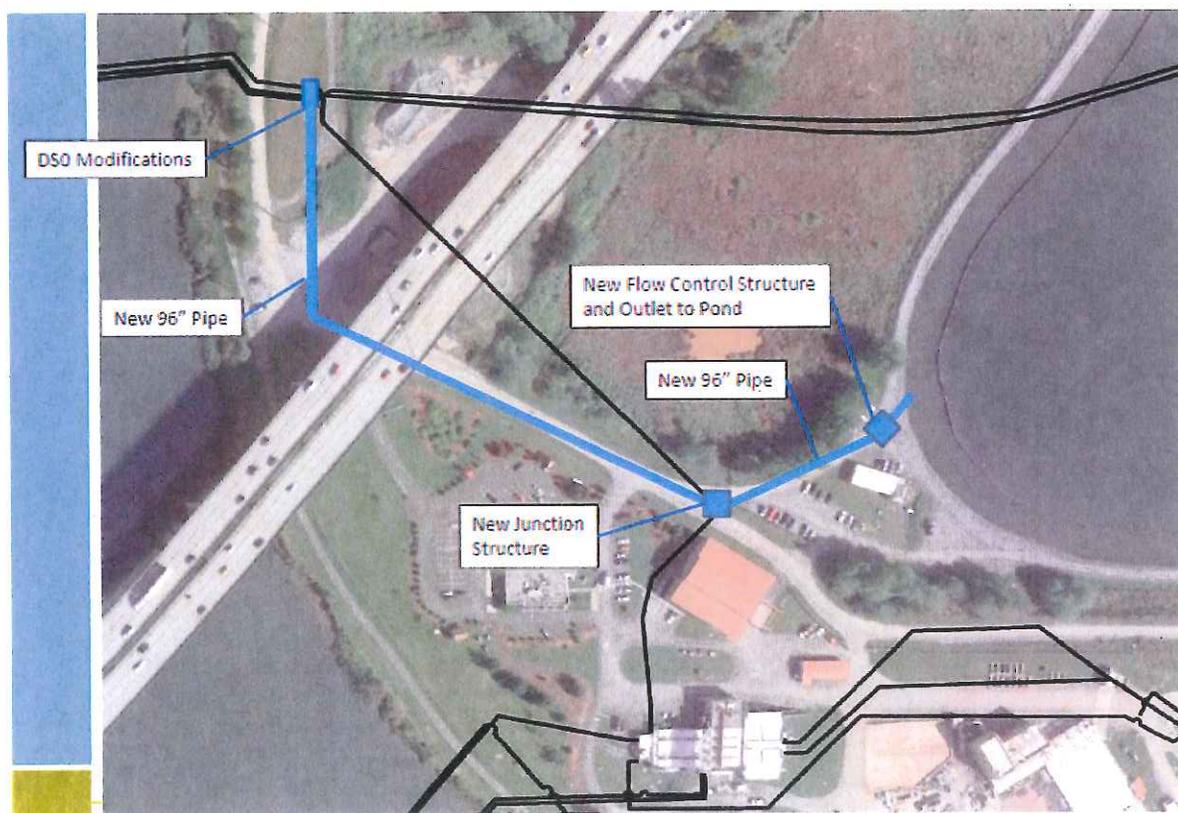
# EXHIBIT A

## SCOPE OF SERVICES

### Background

The City of Everett, Washington (City) has selected HDR to provide engineering analysis, design, and permitting assistance for modifying Diversion Structure Zero (DS0) at the Water Pollution Control Facility (WPCF).

HDR completed the Predesign Report for the DS0 Improvements in December 2015. This report identified approximately 1,200 feet of new 96-inch diameter gravity combined sewer main from the existing Diversion Structure to the Oxidation Pond. This improvement also includes three new structures: DS0 Modifications, Junction Structure, and Flow Control Structure. An outlet connection to the Oxidation Pond is also included.



### Scope of Services

#### Task 100 – Project Management

##### Objectives

Monitor, control, and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing.

---

## **HDR Services**

1. Create the Project Management Plan (Project Guide) outlining the project scope, team organization, schedule, and communications information.
2. Coordinate and manage the project team.
3. Subcontract with and manage project subconsultants.
4. Prepare monthly status reports describing the following:
  - a) Services completed during the month
  - b) Services planned for the next month
  - c) Needs for additional information
  - d) Scope/schedule/budget issues
  - e) Schedule update and financial status summary
  - f) Provide an estimated cash flow (billing) forecast
5. Prepare monthly invoices formatted in accordance with contract terms.
6. Project Manager will attend monthly project management meetings with the client Project Manager to review project scope, schedule, and budget issues.

## **Client Responsibilities**

1. Attend project management meetings.
2. Timely processing and payment of invoices.
3. Review and process contract change requests and amendments, if needed.

## **Assumptions**

1. The design phase of this project duration will be 8 months.
2. One project management meeting will be held via phone per month (total of 8) with 1 hour of project manager time will be required for each meeting preparation, attendance, follow-up, and notes.
3. Invoices will be HDR standard invoice format.
4. Expense backup will be provided with monthly invoices.

## **Deliverables**

1. Scope of services, schedule (Gantt chart in MS Project), and budget (e-mailed PDF file).
2. Project Management Plan (Project Guide) (e-mailed PDF file).
3. Subconsultant subcontracts (PDF file).
4. Monthly reports and invoices (one copy with invoice, e-mailed PDF file)
5. Monthly project schedule and budget updates (included in monthly project report, emailed PDF file).
6. Project management meeting agenda and notes (e-mailed PDF files).

## Task 200 – Surveying

### Objectives

This project will provide surveying and base mapping services for an area at the City of Everett's Water Pollution Control Facility in the vicinity of DS0 and the path of a proposed pipe from this structure to the oxidation pond. We will utilize previously established horizontal and vertical control adjacent to the site for this work. The vertical datum will be NAVD 88 and based on existing benchmarks.

### HDR Services

1. Manage subconsultant
2. Provide information to subconsultant as requested.
3. Conduct site visit and photographically document existing site conditions.
4. Review survey.

### Surveyor Services

1. Perteet, Inc. will provide surveying services.
2. Project management.
  - a) Develop work plan, scheduling and crew coordination.
  - b) Prepare monthly invoices listing tasks accomplished, percentages of work complete, and remaining work.
3. Recover project control and set additional control as needed to perform work.
4. Topographic survey at a level of detail needed for a one foot contour interval basemap: existing ground, roads, bridge columns, buildings, landscape features, utilities both above and below ground, and other significant natural and manmade features.
5. Topographic survey of a small part of the southwesterly corner of the oxidation pond, recirculation channel, and concrete wall dividing them. Include notches in the concrete wall. See Attachment A.
6. Topographic survey of the top of existing 54" pipe in the vicinity of the right angle structure, to be done at the time of potholing.
7. Develop an AutoCAD base map and digital terrain model at an agreed upon horizontal scale, using current City of Everett drafting and layering standards

### Client Responsibilities

1. Provide surveyor access to the project area and structures within the existing conveyance system.
2. Provide a boat and operator for work within the oxidation pond and recirculation channel. Perteet will coordinate with personnel at the WPCF for this task. A one week notice will be required for this work.

## Assumptions

1. Elevations will be referenced to the NAVD88 vertical datum using elevations of benchmarks in the vicinity of the WPCF. Horizontal coordinates will be referenced to the NAD83(1991) Washington North Zone State Plane coordinate system
2. Pertect will not enter any confined structures in order to determine invert elevations. Measurements will be undertaken from the surface, to the extent such measurements can be made
3. Applied Professional Services, Inc. will be used for marking underground utilities within the project limits, to the extent that they can be located by their equipment; some non-conductible underground lines cannot be located and thus cannot be surveyed. Subsurface Utility Engineering evaluation will be Quality B Level defined as the application of appropriate surface geophysical methods to determine the existence and horizontal position of the utilities within the project limits. This activity is called "designating". The information obtained in this manner is surveyed to project control. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references.
4. Applied Professional Services, Inc. will be used to pothole in approximately six places on the top of the existing 54" pipe. Four of the potholes will be in the immediate vicinity of the 54" pipe right angle structure, located next to the gate to the Industrial Pretreatment area of the WPCF. Two other pothole locations will be determined at a later date, depending on the needs of HDR. Any additional potholes beyond these extents may be considered an Additional Service.
5. One additional day of fieldwork and associated drafting time is included in this Scope for other survey needs that may arise during the course of design by HDR
6. The boundary of the survey is indicated in the figure in Attachment A. The approximate area to be surveyed is 3 acres.

## Deliverables

1. AutoCAD version 2014 basemap drawing.
2. Digital Terrain Model file

## Task 300 – Geotechnical Investigations and Design Report

### Objective

Conduct geotechnical investigations and provide design recommendations for the design of DS0, pipelines and structures.

### HDR Services

1. Manage subconsultant
2. Provide information to subconsultant as requested.
3. Review geotechnical design report and assist the structural design team in applying the recommendations of the report during final design.

## **Geotechnical Engineer Services**

1. HWA GeoSciences, Inc. will provide geotechnical services.
2. Drill 4 borings along the proposed alignment to characterize the geotechnical conditions along the project alignment.
3. Conduct analysis to develop recommendations for the design of the pipeline and structures.
4. Provide recommended minimum distance to bridge piers for trench section.
5. Prepare a geotechnical design report summarizing the conditions encountered and the final design recommendations including dewatering recommendations and buoyancy control.

## **Client Responsibilities**

1. Provide the geotechnical engineer access to the site to conduct boring and evaluate the site conditions.
2. Client to approve geotechnical bore locations.

## **Assumptions**

1. 3 borings will be to a depth of 40 feet and one boring to a depth of 80 feet.
2. Geotechnical engineer will provide recommended bore locations with input on the alignment and structure locations provided by HDR.
3. Geotechnical borings.

## **Deliverables**

1. Draft and final geotechnical report in electronic (PDF) format.
2. Five paper copies of the final report.

## **Task 400 – Permit Acquisition and Environmental Services**

### **Objectives**

City staff indicated the City would prepare the permit applications for DS0 with support from HDR. Based on the selected alignment in the Predesign Phase, it was determined that wetlands would not be impacted. Consequently, no wetland delineation will be prepared.

### **HDR Services**

1. Provide assistance on an as needed basis. HDR will not perform these services unless authorized in writing by the Client.

### **Client Responsibilities**

1. Responsible for all permitting acquisition and environmental services necessary to construct the project.
2. Notify HDR of any design modifications required to acquire the necessary permits to construct the project. Design modifications may be considered Additional Services.

3. Provide written authorization of scope, anticipated deliverables, and schedule for any permitting acquisition and/or environmental services requested to be performed by HDR

### **Assumptions**

1. An allowance has been established for these services as requested. HDR will not perform these services unless authorized in writing by the Client.

### **Deliverables**

1. Deliverables will be defined upon written authorization by the Client.

## **Task 500 – Final Design Services**

### **Objective**

Provide final design of the Diversion Structure 0 improvements including engineering drawings, opinion of probable cost, and specifications.

### **HDR Services**

1. Perform a hydraulic system analysis to evaluate flow management scenarios. This analysis will include the following.
  - a) Evaluate and recommend pipe materials and size to be included in the design and specifications.
  - b) Evaluate the discharge of flows from Diversion Structure 0 into the recirculation channel and determine the impact on the recirculation wall and the pond hydraulics.
  - c) Evaluate the hydraulics of the proposed design using excel spreadsheet calculations and coordinate with operations staff proposed standard operating procedures for base and wet weather flow conditions.
2. Develop project criteria and constraints to limit the impact of the pipeline and structure construction on the plant operations.
3. Prepare a Final Design Report summarizing final design features and criteria.
4. Develop 50% review, 90% review, and Final Construction Drawings, opinion of probable cost, and specifications which will include the following design elements.
  - a) Provide engineering design for approximately 1,200 feet of 96-inch gravity sanitary sewer main as identified in the Diversion Structure 0 Predesign Report.
  - b) Provide structural design for the Diversion Structure 0 Modifications, Junction Structure, Flow Control Structure and the Discharge Headwall at the Outlet Pond.
  - c) Provide electrical design for motor actuated gates.
  - d) Provide instrumentation and control design for system monitoring and control.
  - e) Assess construction risk and develop contractor qualification requirements at 50% design phase. Validate construction risk assessment and adjust qualification requirements at 90% design phase.
  - f) Evaluate the City and State requirements for establishing qualified and responsible contractors and determine if pre-qualification of bidders should be considered in accordance section 1-02.1 of the WSDOT Standard Specifications.

5. Coordination efforts with City staff or others
  - a) Coordinate with treatment plant and City engineering staff to develop a final pipeline alignment to minimize impact on treatment plant operations.
  - b) Attend 4 design review meetings with City engineering staff prior to the 50% review submittal.
6. Conduct constructability review workshop
  - a) Identify site constraints and construction sequencing
  - b) Develop traffic control and detour plan during construction.
  - c) Identify construction limits to avoid impacting sensitive site features including the bridge piers, wetlands, existing structures, and public access to adjacent parks.

### **Client Responsibilities**

1. Client will review and provide comments at the 50% submittal review meeting.
2. Client will review and provide comments at the 90% submittal review meeting.
3. Provide information on the plant SCADA system and the requested method of integrating the new system features into the existing system.

### **Assumptions**

1. Develop specifications using City standard WSDOT/APWA based specification format. Technical specifications for items not adequately addressed by these specifications will be developed in Construction Specification Institute (CSI) format and attached by appendix to the contract specifications.
2. HDR to provide 50% plans, opinion of probable cost (AACEi Class 1), and specifications.
3. HDR to provide 50% design plans. The 50% design plans will include plan and profile drawings of the pipeline, pipeline design details, plan and sections of each of the structures and preliminary structural details.
4. HDR to provide 90% plans, opinion of probable cost (AACEi Class 1), and specifications.
5. HDR to provide construction plans and specifications to be issued for bid which will be signed and sealed by a professional engineer registered in the state of Washington.
6. Anticipated Design Drawings include:
  - Cover Sheet with Vicinity Map and Project Approvals
  - Drawing Index and Sheet Layout Map
  - Legend and Abbreviations
  - Survey Control Plan
  - Hydraulic Profile and Design Criteria
  - Temporary Erosion and Sedimentation Control Plan
  - 4 Plan and Profile Drawings, 1 inch = 20 feet horizontal scale
  - 2 Civil design detail sheets
  - 30 Structural design drawings including structural notes, standard details, plans and sections of structures, and structure specific details.
  - Electrical site plan
  - 3 Electrical design detail drawings

- Up to 4 additional design drawings.
7. Total anticipated design drawings: Up to 50.
  8. Constructability review workshop will be 4 hours. A representative from WSDOT will participate in a constructability review meeting.

### **Deliverables**

1. Final design report
2. 50% design review submittal in PDF format. City to print as needed.
3. 90% design review submittal in PDF format. City to print as needed.
4. 100% final design drawings and contract specifications. (15 half size plan sets, 2 full size plan sets, 2 sets of specifications, and PDFs)

## **Task 600 – Bidding Assistance**

### **Objective**

Assist the City when the project is issued for bid.

### **HDR Services**

1. Assist City with early contractor outreach prior to bid opening and pre-qualification requirements.
2. Assist City with the preparation of the bid package.
3. Attend a pre-bid conference.
4. Respond to bidder questions as requested by Client
5. Prepare addendums to address issues identified during the bidding process. Reissue design drawings if necessary.
6. Evaluate bids for accuracy and contractors qualifications and provide a letter of recommendation of award of contract.
7. Incorporate addendum items into a conformed set construction drawings and specifications to be issued to the contractor for contract execution and for construction purposes.

### **Client Responsibilities**

1. City will be the primary contact for the contractors during the bidding process.
2. City will conduct bid hosting and advertising.
3. City will submit bidder questions to HDR.
4. City will send out responses to contractors.

### **Assumptions**

1. The bidding period will be four weeks.
2. Three addendums have been assumed for budgetary purposes.

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**Deliverables**

1. Up to three (3) Addendums (PDF).
2. Bid Tabulation (PDF)
3. Letter of Recommendation of Award (PDF)
4. Conformed Construction Drawings and Specifications (5 half size sets, 2 full size sets, and PDF)
5. 4 sets of Contract Documents for contract execution with contractor.

**Task 700 – Assistance During Construction****Objective**

Provide assistance during construction.

**HDR Services**

1. Attend preconstruction meeting.
2. Review project submittals.
3. Provide necessary interpretations and clarifications of contract documents and respond to requests for information (RFIs).
4. Attend up to 20 construction meetings.
5. Visit the project during construction to observe the work for conformity with the design documents and design intent.

**Client Responsibilities**

1. Manage the construction project including inspections, reviewing pay applications, etc.

**Assumptions**

1. Construction is anticipated to last 9 months.
2. 25 submittals will be reviewed including resubmittals (6 hours each).
3. 20 RFIs will be addressed (4 hours per each).
4. 5 change orders will be addressed (8 hours each).
5. 20 field visits during construction coinciding with scheduled construction meetings (6 hours each including travel time).

**Deliverables**

1. Provide electronic responses by email to submittal reviews and RFIs.
2. Field notes of observations during site visits.

## Task 800 – Additional Services

### Objective

1. Provide additional as-yet-defined services as requested by the City.

### HDR Services

1. It is difficult to accurately anticipate all the issues that may arise during the development of the project. This task establishes a contingency fund for unidentified and unanticipated work.
2. This task is specifically designed to allow payment to HDR under this contract for changes in the scope of work which the City determines to be necessary. The funds included in this task cannot be utilized without written approval from the City.

### Client Responsibilities

1. When identified, authorize additional services in via email and/or in writing.

### Assumptions

1. Approximately ten percent of the budget is established for additional services.

### Deliverables

1. To be determined.

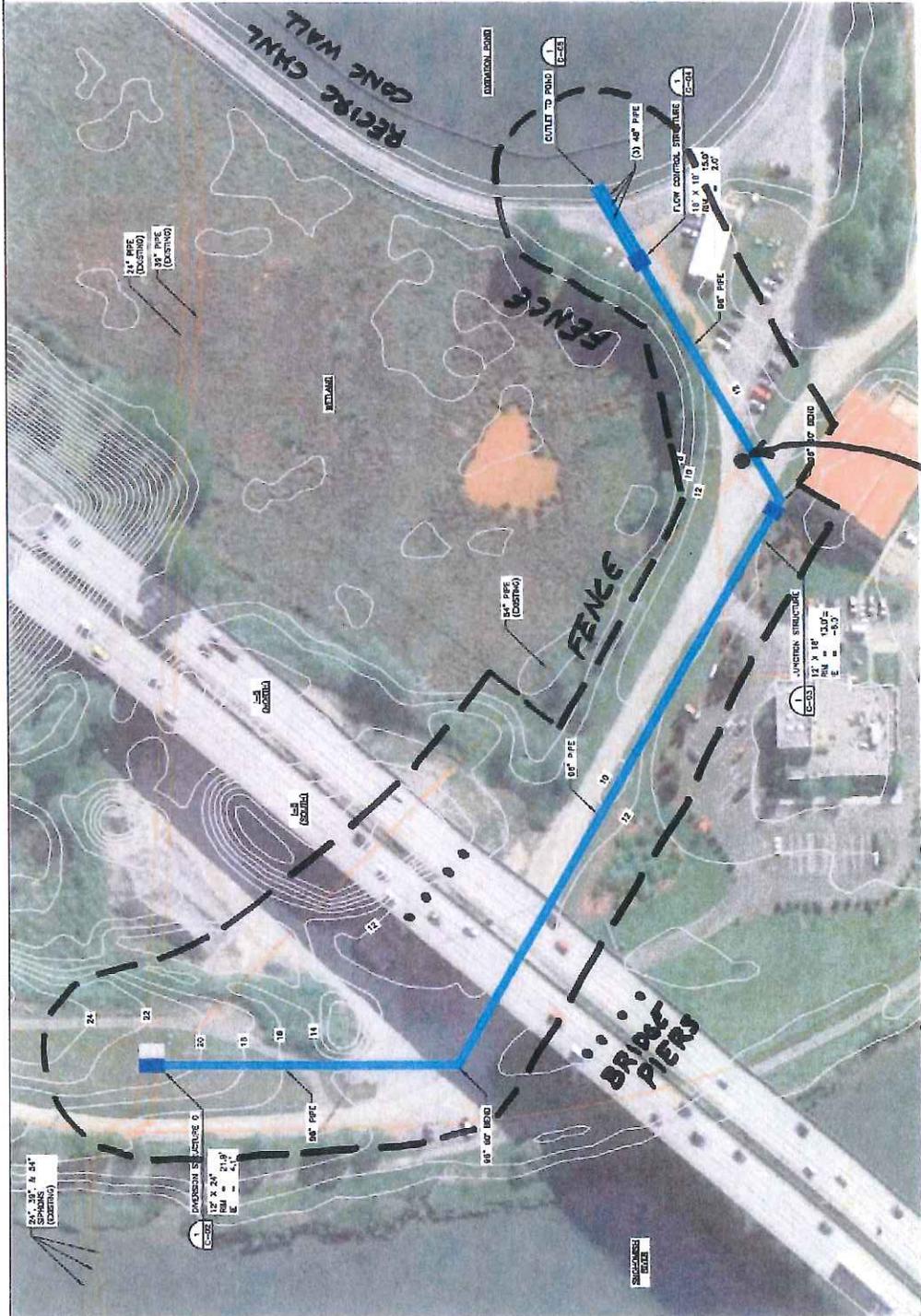
### Schedule

- |                              |                   |
|------------------------------|-------------------|
| 1. Project Notice to Proceed | February 1, 2016  |
| 2. Design Report             | March 18, 2016    |
| 3. 50% Design Submittal      | April 29, 2016    |
| 4. 50% Design Review Meeting | May 13, 2016      |
| 5. 90% Design Submittal      | July 22, 2016     |
| 6. 90% Design Review Meeting | August 3, 2016    |
| 7. 100% Design Submittal     | September 9, 2016 |

### Fee

1. See the attached.

**Attachment A**  
**Survey Boundary**



**TOPOGRAPHIC  
SURVEY  
AREA**

**LEGEND**

- EXISTING CONTOURS
- EXISTING STREET LINES

**PLAN**

Scale: 0 50 100  
FOOT IN FEET

North Arrow

DATE: November 2015  
FIGURE: G-02

City of Everett Public Works Department  
Everett Diversion Structure  
Site Plan

**HDR**  
**54" RIGHT ANGLE  
STRUCTURE - 2  
POTHOLES EACH  
SIDE**

CITY OF EVERETT - EXHIBIT B1										Date:	11-Jan-15
DIVERSION STRUCTURE ZERO - FINAL DESIGN (PROJECT HOURS, EXPENSES AND FEE ESTIMATE)											
Labor Category	Direct Salary Hourly Rates, (\$4.00)	HOURS FOR EACH TASK (Whole Hours Only)								Total Hours	Cost
		Task 1 Project Mgmt	Task 2 Surveying	Task 3 Geotech	Task 4 Permit	Task 5 Final Design	Task 6 Bidding Assist	Task 7 Construct Assist	Task 8 Additional Services		
1 Project Principal - Hadler, Edith	\$ 101.21	8				0				8	\$ 810
2 Project Manager - Bergstrom, Eric	\$ 89.59	150	2	2	2	40	4	16		216	\$ 19,351
3 Water/Wastewater Engineer - Habermeyer, E	\$ 41.87		24	8	8	320	120	250		710	\$ 29,725
4 Staff Engineer - Mendez, Beth	\$ 33.01					80				80	\$ 2,661
5 Water/Wastewater Engineer - Applegate, D	\$ 68.75		12	16		240	40	60		368	\$ 25,304
6 Sr. Structural Eng - Hixson, Mark	\$ 71.65			24		360	12	16		412	\$ 29,520
7 Structural Eng - Prindle, Doug	\$ 43.05			8		600	24			632	\$ 27,244
8 Sr. Permitting - Lindner, Bonnie	\$ 61.31				16					16	\$ 983
9 Enviro Scientist - Danfield, Lisa	\$ 42.11				40					40	\$ 1,685
10 Senior CAD - Carpenter, John	\$ 41.58					360	80			440	\$ 17,049
11 CAD - Jones, Hilton	\$ 38.30					420				420	\$ 10,629
12 Electrical Engineer - Kimmeyer, Lance	\$ 61.22					80				80	\$ 4,059
13 Elect Engineer - Bolmond, Bob	\$ 69.43					40				40	\$ 2,777
14 Bridge Engineer - Lism, Joyce	\$ 71.47					40				40	\$ 2,869
15 I & C - Barry, Peter	\$ 40.81					120				120	\$ 4,897
16 Project Assistant - Blak, Dominic	\$ 26.88	40	8			240	80	80		408	\$ 10,957
17 Project Controller - Springer, Amy	\$ 35.01	60	4							64	\$ 2,241
18 I&C Electrical - Ken McGowan	\$ 71.75					8				8	\$ 574
19 I&C Constructability - Hald, Tom	\$ 115.39					54				54	\$ 7,395
20 I&C Enviro - Witter, Mike	\$ 67.19				2					2	\$ 134
21 I&C - Spencer, Jerry	\$ 75.95					32				32	\$ 2,453
22 I&C - McPherson	\$ 80.52					32				32	\$ 2,580
23 I&C - Pfaltzhammer, John	\$ 110.85					30				30	\$ 3,357
<b>Total Task Hours</b>		258	50	58	68	3066	320	400	0	4,222	
Subtotal Direct Salary Cost (DSC), \$		17,424	2,364	3,679	3,322	147,596	14,133	15,785	0		\$ 207,662
Overhead on DSC (indirect cost) @ 5.18%	185.000%	32,234	4,373	6,804	6,146	273,715	26,145	34,752	0		\$ 384,774
<b>Total Labor Cost, \$</b>		49,658	6,737	10,482	9,468	421,311	40,279	50,537	0		\$ 691,898
<b>Expenses, \$</b>											<b>Expenses</b>
1 \$1 Miscellaneous											\$ -
2 \$2 Travel (Message)								1,000			\$ 1,000
3 \$2 Outside Travel (air, hotel, car, per diem)											\$ -
4 \$5 Internal Copying											\$ -
5 Expense, Admin (Outside \$ only at 5%)			0								\$ -
6 Expense											\$ -
7 Additional Service Allowance									80,000		\$ 80,000
8 Per Labor Hr. Tech. Charge \$ 3.70		555	185	215	252	11,344	1,164	1,467	0		\$ 15,522
<b>Total Expenses, \$</b>		555	185	215	252	11,344	1,164	2,467	80,000		\$ 92,822
<b>TOTAL LABOR AND EXPENSES</b>		50,213	6,922	10,697	9,720	432,655	41,443	53,004	80,000		\$ 684,720
<b>Subcontractor Expenses, \$</b>											<b>Sub Expenses</b>
1 Permit			23,000								\$23,000
2 HMA				46,900							\$46,900
3 Subcontractor											\$0
4 Subcontractor											\$0
<b>TOTAL SUBCONSULTANTS</b>		0	23,000	46,900	0	0	0	0	0		\$69,900
Subcontractor Admin Mark-up, % 5.00%		0	1,150	2,345	0	0	0	0	0		\$3,495
<b>Subtotal Cost by Task</b>		50,213	31,072	59,345	9,720	432,655	41,443	53,004	80,000		\$ 691,862
Fee/Profit (as % of Total DSC & Overhead)	10.00%	4,565	574	1,048	947	42,128	4,028	5,354	0		\$ 59,165
<b>TOTAL ESTIMATED COST AND FEE, \$</b>		54,778	31,746	60,393	10,667	474,783	45,471	58,358	80,000		\$ 751,027
<b>Overall Project Multiplier</b>											1.14
<b>Fee/Profit as a % of DSC Only</b>											23.99%

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 <sup>th</sup> 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>
<b>Total Estimated Costs</b>	<b><u>\$200,000</u></b>
B. Source of Funds	
Fund 154 – CIP 3	<u>\$200,000</u>
<b>Total Estimated Funds</b>	<b><u>\$200,000</u></b>

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

RESOLUTION NO. \_\_\_\_\_



Be it Resolved by the City Council of the City of Everett:

That the claims against the City of Everett for the period January 9, 2016 through January 15, 2016 having been audited and approved, have been paid and the disbursements have been made against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>	<u>Fund</u>	<u>Department</u>	<u>Amount</u>
001	City Council	2,471.81	101	Parks & Recreation	89,476.87
002	General Government	6,419.89	110	Library	18,384.04
003	Legal	4,221.00	112	Community Theater	1,877.71
004	Administration	9,000.00	119	Public Works-Street Improvement	7,408.64
005	Municipal Court	912.38	120	Public Works-Streets	6,288.47
007	Human Resources	59.55	138	Hotel/Motel Tax	3,000.00
009	Misc Financial Funds	193,528.74	145	Real Property Acquisition	12.88
010	Finance	54.60	146	Property Management	69,431.21
015	Information Technology	659.34	149	Senior Center Reserve	975.80
021	Planning & Community Developmen	102.40	152	Cum Reserve-Library	558.38
024	Public Works-Engineering	7,096.54	153	Emergency Medical Services	39,309.00
026	Animal Shelter	1,057.55	156	Criminal Justice	4,891.39
027	Senior Center	841.04	198	Community Dev Block Grants	245.00
031	Police	87,086.31	303	PW Improvement Projects	385,267.12
032	Fire	7,284.18	308	Riverfront Development	8,868.10
038	Facilities/Maintenance	10,434.68	336	Water & Sewer Sys Improv Project	1,271,343.73
	<b>TOTAL GENERAL FUND</b>	<b>331,230.01</b>	338	Solid Waste Improvements	221,931.69
			401	Public Works-Utilities	213,849.85
			402	Solid Waste Utility	2,156.05
			425	Public Works-Transit	19,842.10
			430	Everpark Garage	195.12
			440	Golf	31,026.51
			501	MVD-Transportation Services	33,795.85
			503	Self-Insurance	2,539,122.83
			505	Computer Reserve	79,026.45
			507	Telecommunications	8,547.94
			508	Health Benefits Reserve	93.00
			637	Police Pension	4,320.56
			638	Fire Pension	8,945.60
			661	Claims	109,117.78
				<b>TOTAL CLAIMS</b>	<b>5,510,539.68</b>

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Councilperson Introducing Resolution

\_\_\_\_\_  
Council President

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

An Ordinance establishing a moratorium on the establishment of additional retail marijuana stores and marijuana cooperatives, and declaring an emergency to exist

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

COUNCIL BILL #	<u>CB1601-02</u>
Originating Department	<u>Planning</u>
Contact Person	<u>Allan Giffen</u>
Phone Number	<u>(425) 257-8725</u>
FOR AGENDA OF	<u>January 27, 2016</u>

Initialed by:  
 Department Head \_\_\_\_\_  
 CAA dlb  
 Council President [Signature]

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
City-wide	Ordinance No. 3443-15	Proposed Ordinance	Planning, Legal

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

In the 2015 legislative session, the State Legislature adopted legislation to combine the medical marijuana and recreational marijuana laws as they relate to retail establishments. As a result of this change, the State Liquor and Cannabis Board is proposing new regulations for retail marijuana stores and marijuana cooperatives, including the number of retail establishments that will be allowed in each city or county. Under the previous recreational marijuana rules, the State authorized up to five retail marijuana stores in Everett. Four stores are currently operating, and a fifth is in the permit process.

The City wants to take a measured approach before allowing any additional retail stores, and proposes a moratorium in order to study the potential effects of merging the medical cannabis and recreational marijuana systems as it relates to new retail stores including marijuana cooperatives in Everett. The moratorium is proposed for one year. The moratorium can be repealed sooner if the City adopts new regulations, or determines that no changes to existing regulations are necessary.

**RECOMMENDATION (Exact action requested of Council)**

Adopt an Ordinance establishing a moratorium on the establishment of additional retail marijuana stores and marijuana cooperatives, and declaring an emergency to exist.



ORDINANCE NO. \_\_\_\_

**An Ordinance establishing a moratorium on the establishment of additional retail marijuana stores and marijuana cooperatives, and declaring an emergency to exist.**

**Whereas, the City Council finds the following:**

1. State Initiative 502 (“I-502”), approved by Washington voters in November 2012, provides a framework for licensing and regulating the production, processing and retail sale of recreational marijuana.
2. In July 2015, the City adopted land use regulations based on available information at the time in order to provide policy and regulatory guidance and facilitate the review of recreational marijuana license applications within City limits.
3. The State Legislature enacted the Cannabis Patient Protection Act in 2015, establishing regulations for the formerly unregulated medical marijuana system and aligning it with the existing recreational system.
4. In response to changes in state law adopted in the last legislative session, the State Liquor and Cannabis Board has been working through its rulemaking process to establish the administrative procedures and standards for integration of medical marijuana into the existing recreational marijuana marketplace, and, as part of that process, the State is looking to expand the existing cap on retail marijuana stores in Everett at an earlier date than the City anticipated, promulgate other potential rule changes, and establish a new class of use, the marijuana cooperative.
5. The City’s existing regulations were adopted in response to I-502 and associated State rules regarding the recreational marijuana marketplace, and were not necessarily designed to address the subsequent changes made by the State regarding medical marijuana, including a potential significant increase in the number of stores allowed at an earlier date than anticipated, and the potential incorporation of new uses.
6. The State is, at this present time, processing applications for retail marijuana uses potentially in excess of the number previously approved, and there are concerns regarding the potential issuance of additional applications under the City’s existing regulations.
7. In order to preserve the City’s regulatory authority and the validity of its legislative process, it is necessary to put a temporary moratorium on the establishment of new marijuana retail

uses and the establishment of marijuana cooperatives until a reevaluation process has been completed.

8. The proposed moratorium ordinance includes a work plan, as provided by RCW 36.70A.390, which allows for a one-year time frame for completion of the evaluation of the need for amendments to the existing recreational marijuana regulations.
9. On January 27, 2016, the City Council held a public hearing and considered this Ordinance. This Ordinance must take effect immediately to prevent the establishment of vested rights that could be incompatible with the plans, policies and regulations ultimately adopted. .

**Whereas, the City Council concludes that:**

1. The City does have the authority to establish interim regulations in the form of a moratorium; and
2. A moratorium with respect to the establishment of additional marijuana retail uses and marijuana cooperatives will allow the City to review the potential impacts of changes proposed by the Washington State Liquor and Cannabis Board related to integrating the Cannabis Patient Protection Act of 2015 with the recreational marijuana regulations enacted pursuant to Initiative 502.
3. The City must adopt a moratorium prohibiting additional retail marijuana businesses including marijuana cooperatives to: (a) to provide the City an opportunity to study the issues concerning the appropriate zoning or regulation of such businesses and prepare appropriate revisions to the City's regulations; and (b) to avoid these businesses establishing vested rights contrary to and inconsistent with any revision the City may make to its regulatory scheme as a result of the City's study of this matter;
4. RCW 36.70A.390 allows a local government to establish a moratorium to conduct planning studies to determine appropriate land use policies and regulations for areas under its jurisdiction.
5. RCW 36.70A.390 and the City of Everett Charter, Article III, authorize the City Council to enact a moratorium to preserve the integrity of the planning process. As such, an emergency exists and the moratorium must go into effect immediately.
6. The City seeks to establish a moratorium for twelve months to preclude the establishment of vested rights that could be incompatible with the plans, policies, and regulations that the City may adopt as a result of the planning process.
7. The City Council held a public hearing on the Ordinance on January 27, 2016.

**NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:**

**Section 1: FINDINGS OF FACT.** The “WHEREAS” provisions above shall constitute Findings of Fact and are incorporated by reference as if fully set forth herein.

**Section 2: MORATORIUM ESTABLISHED.** There is hereby declared a moratorium with respect to the establishment of recreational marijuana retail, production and processing uses and marijuana cooperatives. During the one year term of the moratorium, which begins on the effective date of this Ordinance, no application for a business license, or land use or building permit or approval will be accepted, processed or approved by the City. This includes, without limitation, all applications for permits or approvals that may be required by law before any property may be improved, developed, modified, or used, including any application for permit or approval required under EMC Title 15 or other City development regulations for any City land use permit, project permit or other permit. No new development rights shall vest during the term of the moratorium. This moratorium shall not affect existing legally established recreational marijuana retail stores, or any recreational marijuana retail store for which land use approval has been granted by the City as of the date of enactment of this ordinance. The term of the moratorium may be extended in accordance with RCW 36.70.A.390.

**Section 3. EFFECTIVE IMMEDIATELY.** It is necessary to pass this Ordinance as an emergency to prevent the establishment of vested rights that could be incompatible with the plans, policies, and regulations ultimately adopted by the City as a result of this Ordinance. This Ordinance, as a public emergency ordinance, is necessary for the protection of the public health, safety and welfare, and shall take effect immediately upon its becoming valid by Mayor’s signature in accordance with City of Everett Charter Section 3.4.

**Section 4. WORK PLAN.** The City shall develop a detailed work plan that shall include, at a minimum, the following:<sup>[1]</sup>

- a. Evaluation of the changes proposed by the Washington State Liquor and Cannabis Board including the potential for additional marijuana stores and marijuana cooperatives being located in Everett;
- b. Evaluation of any crime-related data pertaining to existing recreational marijuana stores in Everett and other jurisdictions in Washington;
- c. Evaluation of data and information related to societal impacts concerning retail marijuana stores;
- d. Analysis of the number of additional retail stores and marijuana cooperatives that could be located in the City under the existing recreational marijuana land use regulations;
- e. Analysis of the number and location of existing and proposed marijuana retail stores in neighboring jurisdictions;
- f. Evaluation of the need for additional land use or other regulations related to retail marijuana stores and marijuana cooperatives.

**Section 5. TERM.** This moratorium will end one-year after the effective date of this Ordinance unless earlier repealed or renewed according to law.

**Section 6. SEVERABILITY.** Should any section, paragraph, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by State or federal law or regulations, this shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 7. CONFLICT.** In the event there is a conflict between the provisions of this Ordinance and any other City ordinance, the provisions of this Ordinance shall control.

**Section 8. CORRECTIONS.** The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection number and any references thereto.

**Section 9. GENERAL DUTY.** It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

**Section 10. ENFORCEMENT.** Violations of this Ordinance are punishable under Everett Municipal Code, Chapters 1.16 and 1.20 and as otherwise provided by law and in Everett Municipal Code 1.20.020, and are subject to injunctive and other forms of relief which the City may seek.

**RAY STEPHANSON, MAYOR**

\_\_\_\_\_  
ATTEST: \_\_\_\_\_  
CITY CLERK

Passed: January 27, 2016

Valid: \_\_\_\_\_

Published: \_\_\_\_\_

**Effective Date: January 27, 2016**

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Resolution for Expenditure of  
2016 Human Needs Grant  
Funding

1/20/16 Briefing  
Proposed Action  
Consent  
1/27/16 Action  
First Reading  
Second Reading  
Third Reading  
Public Hearing

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

Initialed by:  
Department Head \_\_\_\_\_  
CAA db  
Council President [Signature]

<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

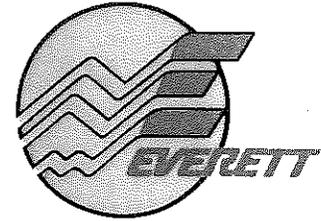
Amount Budgeted	\$423,200	
Expenditure Required	\$423,200	Account Number(s): 009-5000199410
Budget Remaining	-0-	
Additional Required	-0-	

**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;

<b>Agency</b>	<b>2016 Request</b>
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 &amp; 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 &amp; 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 &amp; 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 &amp; 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, &amp; MAP College Readiness &amp; STEM Summer Institute</i>	\$5,000
YWCA: <i>Children's Domestic Violence Program</i>	\$7,500
<b>Totals:</b>	
<b>Funds Available: \$317,400</b>	<b>\$317,400.00</b>
<b>Everett Streets Initiative Funds: \$105,800</b>	<b>\$105,800.00</b>
<b>TOTAL 2016 HUMAN NEEDS GRANT FUNDING</b>	<b>\$423,200.00</b>

**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:**

Purchase of John Deere Backhoe Loader from Washington State Contract 00410	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Action <input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading <input type="checkbox"/> Third Reading <input type="checkbox"/> Public Hearing	COUNCIL BILL # Originating Department Contact Person Phone Number FOR AGENDA OF	_____ Finance/Purchasing Clark Langstraat 425-257-8901 January 27, 2016
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Initialed by:  
 Department Head \_\_\_\_\_  
 CAA \_\_\_\_\_ *db*  
 Council President \_\_\_\_\_ *[Signature]*

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Motor Vehicle Division		None	Motor Vehicle Division, Public Works

Amount Budgeted	\$179,907.00	
Expenditure Required	\$179,907.00	Account Number(s):
Budget Remaining	-0-	2016 Vehicle Replacement
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

Public Works has a need to purchase a John Deere 710K Backhoe Loader. This equipment is available from competitively bid Washington State contract 00410. The City has an interlocal cooperative purchasing agreement with the State that allows us to make purchases from their competitively awarded contracts in lieu of soliciting bids on our own.

**RECOMMENDATION (Exact action requested of Council):**

Approve the Purchase of a John Deere 710K Backhoe Loader from Washington State Contract 00410 in the amount of \$179,907.00 including Washington State Sales Tax.

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><b>Corporation</b></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><b>Partnership (general)</b></p> <p>_____ [Service Provider's Complete Legal Name] a Washington general partnership</p> <p>By: _____ Typed/Printed Name: _____ General Partner Date: _____</p>
<p><b>Partnership (limited)</b></p> <p>_____ [Service Provider's Complete Legal Name] a Washington limited partnership</p> <p>By: _____ Typed/Printed Name: _____ General Partner Date: _____</p>
<p><b>Sole Proprietorship</b></p> <p>_____ Typed/Printed Name: _____</p> <p>_____ Sole Proprietor: Date: _____</p>
<p><b>Limited Liability Company</b></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 41<sup>st</sup> 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

**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:**

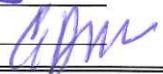
Addendum to the Kronos Sales, Software Licensing and Services Agreement

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

COUNCIL BILL #  
 Originating Dept.  
 Contact Person  
 Phone Number  
 FOR AGENDA OF

IT/HR/Police  
 Steven Hellyer  
 425-257-8686  
 January 27, 2016

Initialed by:  
 Department Head  
 CAA  
 Council President

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Human Resources, Police	Original Agreement Addendum #1 Addendum #2	Kronos Order Form and Statement of Work	Information Technology

Amount Budgeted	\$35,180	
Expenditure Required	\$35,180	Account Number(s): 156-565-0000-410
Budget Remaining	-0-	
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

The Kronos Sales, Software Licensing and Services Agreement was approved by City Council on July 23, 2014. This Addendum upgrades the Kronos Telestaff Scheduling System to Version 5 for Police and enables integration with the existing Kronos WorkForce Central platform used by the City for Timekeeping.

**RECOMMENDATION (Exact action requested of Council):**

Authorize the Mayor to sign the Addendum to the Kronos Sales, Software Licensing and Services Agreement for an additional cost of \$35,180 and no Washington State sales tax.



# ORDER FORM

Quote#: 513625 - 1  
 Expires: 22-JAN-2016  
 Sales Executive: Pajevic, Nedim

Order Type: Upgrade US  
 Date: 11-JAN-2016  
 Page: 1/2

**Bill To:** Attn:DOROTHY CLAYMORE  
 CITY OF EVERETT  
 2930 WETMORE AVE 6A  
 EVERETT  
 WA 98201  
 United States

**Ship To:** Attn:DOROTHY CLAYMORE  
 CITY OF EVERETT  
 2930 WETMORE AVE 6A  
 EVERETT  
 WA 98201  
 United States

**Solution ID:** 6105448

**Contact:** Dorothy Claymore  
**Email:** DClaymore@everettwa.gov  
**Ship To Phone:**

**Payment Terms:** N30  
**Currency:** USD  
**Customer PO Number:**

**FOB:** Shipping Point  
**Ship Method:**  
**Freight Term:** Prepay & Add

**Order Notes:**

This order is subject to the terms and conditions of that certain Sales, Software License and Services Agreement between Kronos and Customer dated 08/11/2014.

## PROFESSIONAL SERVICES / EDUCATIONAL SERVICES

Item	Quantity	Unit Price	Total Price
MOMENTUM ONLINE REMOTE TEAM	10 Hours	180.00	1,800.00
Project Manager	10 Hours	180.00	
PROFESSIONAL SERVICES - TELESTAFF	66 Hours	180.00	11,880.00
Solution Consultant	66 Hours	180.00	
PROFESSIONAL SERVICES - TECHNICAL SERVICES TELESTAFF	20 Hours	215.00	4,300.00
Technology Consultant	20 Hours	215.00	
MOMENTUM SENIOR INTEGRATION	80 Hours	215.00	17,200.00
Senior Integration Consultant	80 Hours	215.00	
	<b>Total Price</b>		<b>35,180.00</b>

## QUOTE SUMMARY

Description	Total Price
<b>Subtotal</b>	<b>35,180.00</b>
<b>Deposit</b>	<b>0.00</b>
<b>Tax</b>	<b>0.00</b>
<b>Grand Total</b>	<b>35,180.00</b>

Kronos | Time & Attendance • Scheduling • Absence Management • HR & Payroll • Hiring • Labor Analytics

Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 (800) 225-1561 (978) 250-9800 www.kronos.com

**CITY OF EVERETT**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

**Kronos Incorporated**Signature: Mary LavoieName: Mary LavoieTitle: Sr. Business AnalystEffective Date: 1/13/16

*Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at [http://www.redhat.com/licenses/jboss\\_eula.html](http://www.redhat.com/licenses/jboss_eula.html). Shipping and handling charges will be reflected on the final invoice.*



## Statement of Work

Everett Police - 6105448

Upgrade TeleStaff v2.x to Workforce TeleStaff v5 in Microsoft SQL Server and Integrate with Workforce Central

Sales Executive	Nedim Pajevic	Presales Consultant	
Expiration Date	1/22/2016	Service Portfolio Consultant	Howard Stohlman
Customer Name	City of Everett	File Name Control ID	2015-19027
SOW Create Date	6/2/2015	Revision #	1
Project Type	Upgrade with Add-on	Status	Approved



## 1. PROJECT SCOPE

This Statement of Work (also known as the "SOW") documents the agreement between Kronos and Everett Police concerning the services to be performed by Kronos, including the deliverables, the costs of the project, and the responsibility of each.

### 1.1. PROJECT OVERVIEW

Successfully deliver the following remotely:

- Upgrade TeleStaff v2.x to Workforce TeleStaff 5.x
- Migrate from Sybase to SQL Server
- Configure LDAP
- Configure integration between Workforce TeleStaff and Workforce Central
- Configure Aspect for Workforce TeleStaff.

### 1.2. PRODUCT SUMMARY

The following products are considered in scope for the services and fees defined within this document, unless otherwise noted below. Additional products and/or licenses may incur additional fees.

Product	Implementation Type	Version
Workforce TeleStaff Enterprise	Upgrade with Features	5.x
Workforce TeleStaff Global Access	Upgrade with Features	5.x
Workforce TeleStaff Gateway Manager	New	5.x
Workforce TeleStaff Gateway Manager Interface to WFC	New	5.x
Workforce TeleStaff Contact Manager	Upgrade with Features	5.x
Aspect Evolution	New	N/A



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## 2. PROJECT GUIDELINES

### 2.1. CHANGE CONTROL

If the Scope of Services defined in this document changes at any time during the course of this project, Kronos and City of Everett will review and adjust the scope and budget of services through standard Kronos change control procedures in place at the time of signing of this SOW, located <http://www.kronos.com/professionalservicesengagementpolicies.aspx> as documented in Appendix A.

### 2.2. CUSTOMER APPROVAL OF SERVICE DELIVERABLES

As part of the project, service deliverables may be provided to Everett Police for approval and/or acceptance. Delays in customer approval/acceptance of deliverables will result in an extension of the project timeline and may result in additional services being required. To avoid project delays and increased costs, Everett Police should expect to approve/accept deliverables or provide written notification of errors to Kronos within five (5) business days after receipt of the deliverable. Following the receipt of a revised deliverable, Everett Police will then have an additional five (5) business days to report that all errors have been resolved and provide deliverable acceptance.



### 3. PROJECT SCOPE DETAIL

#### 3.1. APPLICATION BUILDING BLOCKS

<b>Technology Factors</b>	
Total number of environments	2
The database platform will be	SQL Server
<b>Integrations In Scope</b>	
<p>Kronos will configure the integrations between Workforce Central and Workforce TeleStaff.</p> <ul style="list-style-type: none"> <li>• 1 Workforce Timekeeper TeleStaff Interface</li> <li>• 1 TeleStaff Databases; Scope includes: Standard person import from WFC; Standard Accrual import from WFC, Standard Roll-call punch from WFC; Standard Roster/schedule export to WFC</li> <li>• Customer tests and validates</li> </ul>	
<b>Workforce TeleStaff Enterprise</b>	
This product will be implemented in phase	1
Number of Employees within Scope	250
<b>Workforce TeleStaff Enterprise Professional Services Scope</b>	
<p>1 Database Conversion includes: TeleStaff version upgrade; Database migration/mapping; Post-migration unit testing.</p> <p>General Workflow Process:</p> <ul style="list-style-type: none"> <li>• Customer sends Kronos database back up</li> <li>• Customer configures a database server with Microsoft SQL</li> <li>• Kronos converts database from Sybase to SQL Server and sends database back to customer</li> <li>• Kronos restores converted database on customer's server and verifies functionality</li> <li>• Customer tests and validates</li> </ul> <p><b>TeleStaff 2.x to Workforce TeleStaff</b></p> <p>Kronos works interactively with customer, the customer's application/database server(s) and upgrades the TeleStaff version from v2.x to v5.x (latest version) in test and configures Workforce TeleStaff for LDAP.</p> <p><i>Production Environment</i></p> <ul style="list-style-type: none"> <li>• Introduction and planning call</li> <li>• 1 Application Server(s), 1 Database Server</li> <li>• Payroll Export configuration. Verify existing payroll export is functioning correctly as part of the upgrade or work with the customer to configure an export file if desired.</li> <li>• Assist with SSL termination if needed</li> </ul> <p><i>Test Environment</i></p>	



<ul style="list-style-type: none"> <li>1 Application Server(s), 1 Database Server</li> </ul> Customer validates and goes live	
<b>Aspect Technology Factors</b>	
Implementation Type	Evolution
<b>Aspect Professional Services Scope</b>	
Kronos configures Aspect for Workforce TeleStaff. <ul style="list-style-type: none"> <li>Introduction and planning call</li> <li>Installation and configuration of Evolution account</li> <li>Configuration of Workforce TeleStaff Line Manager</li> <li>Customer tests and validates</li> </ul>	

#### 4. PROJECT COSTS AND RATE SCHEDULES

All estimates are quoted in USD

##### 4.1. PROFESSIONAL SERVICES - BY ROLE

Role	Quantity	Unit of Measure	Part Number	Rate	Total
Project Manager	10	HR	9990002-ONL	\$180.00	\$1,800.00
Solution Consultant	66	HR	9990057-PRO	\$180.00	\$11,880.00
Technology Consultant	20	HR	9990079-PRO	\$215.00	\$4,300.00
Sr. Integration Consultant	80	HR	9990070-PRO	\$215.00	\$17,200.00
<b>Totals:</b>	176				\$35,180.00

##### 4.2. SOLUTION SUMMARY

Service Type	Estimated Cost
Professional Services	\$35,180.00
<b>Total Estimated Investment</b>	<b>\$35,180.00</b>



## 5. SIGNATURES AND APPROVALS

SUBMITTED AND APPROVED BY KRONOS REPRESENTATIVE

By: *[Signature]* Date: 1/11/2016

Title: SERVICES ARCHITECT

This Statement of Work is subject to the City of Everett's agreement with Kronos governing Professional, Education and Cloud Services. By signing below, the City of Everett's authorized representative agrees to purchase the services described herein.

ACCEPTED AND AGREED

City of Everett

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

The City of Everett may make necessary copies of this document for the sole purpose of facilitating internal evaluation and/or execution of proposed project. Otherwise, the document or any part thereof may not be reproduced in any form without the written permission of Kronos. All rights reserved. Copyright 2015.



## APPENDIX A

### 1.1. Professional and Educational Services Engagement Policies

The following are intended to provide the policies under which Kronos Professional and Educational Services will operate during the course of a customer engagement:

1. Kronos will provide the Customer with a Services Scope Statement (also known as the "Statement of Work" or SOW) that outlines the project deliverables and provides an estimate for the project scope and cost required to complete the engagement, based upon preliminary information provided by the Customer. This Services Scope Statement is an estimate; the Assess Phase of the engagement will be used to determine whether modifications to the project scope or project budget are required.
2. The Services Scope Statement is valid for one year from the date of signature.
3. Any changes to the project scope and/or project duration will be reflected through the generation of a Kronos Change Order, which is initiated by the Kronos Project Manager and approved and signed by the Customer.
  - a. These changes could be due to an increase or change in project scope or deliverables, insufficient customer resources or time commitment, changes to customer project schedule, or technical limitations.
4. Unless otherwise addressed within these policies, the hourly rate(s) quoted within a Change Order for work to be performed within normal business hours will be consistent with that contained within the original Services Scope Statement. In instances where specialized resources are requested, but not contained within the original Services Scope Statement, the quoted rate will be established as Kronos' current rate for such requested services.
5. Kronos personnel working at the Customer site shall have access to necessary infrastructure (servers, network, etc.).
6. In instances where Kronos personnel are working remotely access will be granted through the use of industry standard tools (VPN, DTS, GoToMyPC, PCAnywhere, etc.).
7. Customer agrees to not hire any Kronos employee who has performed services under the Agreement for a period of one-year after the completion of such services
8. If not hosted by Kronos Cloud Services, all required system administration, maintenance, backups, tuning, etc., is the responsibility of the Customer
9. Customer Data: To perform the implementation and to provide support after completion, Kronos may need to access and retain information regarding your employees and business organization. Kronos will take all reasonable steps to limit and safeguard the security of this information.
10. Scheduled Work Policies:
  - a. Professional Services

- i. Professional Services work will be conducted during normal business hours, 8:00AM – 5:00PM, Monday through Friday.
- ii. All Professional Services work scheduled to start outside of normal business hours will be billed in full at a premium rate described below. For work to be performed after hours, on holidays, or on weekends, an approved Change Order will be required prior to scheduling (see Change Order Process below). Customers will be charged as follows:
  - 1. All Professional Services will be scheduled and billed in 4 hour increments with a minimum charge of 4 hours.
    - a. After Hours
      - i. All scheduled work will be billed at 1.5 times the contract rate by role
      - ii. After Hours is considered 5:00PM-8:00AM, Monday through Friday
    - b. Weekends
      - i. All scheduled work will be billed at 2.0 times the contract rate by role
      - ii. Weekends are considered 5:00PM Friday through 8:00AM Monday
    - c. Holiday
      - i. All scheduled work will be billed at 2.0 times the contract rate by role
      - ii. Holidays are any Kronos recognized Holidays, which include: New Year's Day, President's Day, Memorial Day, Independence Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day.

b. Education Services

- i. All training course delivery scheduled to start outside of normal business hours will be billed in full at a premium rate described below. Customers will be charged as follows:
  - 1. After Hours
    - a. There will be a 1.5 times premium per student for public courses or per class for private day rates
    - b. After Hours is considered 5:00PM-8:00AM, Monday through Friday
  - 2. Weekends
    - a. There will be a 2.0 times premium per student for public courses or per class for private day rates
    - b. Weekends are considered 5:00PM Friday through 8:00AM Monday
  - 3. Holidays
    - a. There will be a 2.0 times premium per student for public courses or per class for private day rates

- b. Holidays are any Kronos recognized Holidays, which include: New Year's Day, President's Day, Memorial Day, Independence Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day.

11. Travel Policies

- a. Customer is responsible for airfare, lodging and related travel expenses for onsite consultants.
- b. Customer is responsible for travel costs for employees attending training at a Kronos location.
- c. Customer is responsible for travel and related costs for a Kronos trainer providing instruction at the Customer location.
- d. If a Kronos employee is required on-site per the customer request, a minimum of 8 hours will be billed per day.

12. Cancellation Policies: Kronos requires notification for the cancellation or rescheduling of Kronos personnel as well as the cancellation of Instructor led classes. Customer will be charged for failure to meet the following notification requirements:

a. Professional Services:

- i. 2 business days prior to scheduled work – 50% of planned charges are invoiced for schedule work
- ii. 1 business day prior to scheduled work – 100% of planned charges are invoiced for scheduled work
- iii. Business days are: Monday, Tuesday, Wednesday, Thursday, and Friday, excluding Holidays

b. Education Services:

- i. For any PUBLIC course held in the traditional classroom or in the virtual classroom, attendees must cancel at least five business days before the class start date to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.
- ii. For any PRIVATE course held at a customer site, in the traditional classroom, or in the virtual classroom: attendees must cancel at least ten business days before the class start date to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.

c. Cancellation Policy Example:

- i. Work is schedule for Wednesday, 1p-5p (4 hours)
- ii. If customer cancels on:
  - 1. Friday – no penalty
  - 2. Monday – 50% of planned charges are invoiced (2 hours)
  - 3. Tuesday – 100% of planned charged are invoiced (4 hours)

d. Cancellation Policy Example with a Holiday:

- i. Work is schedule for Wednesday, 1p-5p (4 hours)
- ii. If customer cancels on:
  - 1. Thursday – no penalty
  - 2. Friday – 50% of planned charges are invoiced (2 hours)
  - 3. Monday – holiday, doesn't count as "business day"

4. Tuesday – 100% of planned charged are invoiced (4 hours)

13. Additional Education Services Policies

- a. All Instructor-led Educational Services classes will be held at a Kronos facility, or via the Kronos Virtual Classroom (if offered in that modality), unless Customer has purchased onsite location training.

Kronos Incorporated  
297 Billerica Road  
Chelmsford, MA 01824  
Phone: (978)250-9800

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KRONOS SALES, SOFTWARE LICENSE AND SERVICES AGREEMENT

Rev KR-022811.1

City of Everett ("Customer") and Kronos agree that the terms and conditions set forth in this Agreement shall apply to all Kronos Equipment, Software, Professional and Educational Services, Support, and such other Kronos offerings, as specified on an order form (an "Order Form") signed by the parties which expressly references this Agreement (or is signed contemporaneously hereto).

Kronos and Customer hereby agree that the terms and conditions of this Agreement apply to any Order Form executed by Kronos and Customer which expressly references this Agreement (including any Order Form signed contemporaneously with this Agreement regardless of the appearance of any express reference to this Agreement). Either party may discontinue use of this Agreement for future orders upon thirty (30) days prior written notice to the other party, provided however that any Order Form signed by the parties prior to the effective date of such notice shall remain in effect unless otherwise specifically terminated in accordance with the terms of this Agreement. Kronos may require additional terms and conditions for the sale or license of products or services not contemplated by this Agreement (including without limitation those that may be related to international services) provided that no such additional terms and conditions shall be binding upon Customer without Customer's prior written consent. Notwithstanding, Kronos will not be obligated to accept or approve an order for any products or services for which such additional terms and conditions are required. All orders are subject to the approval of Kronos' corporate office in Chelmsford, Massachusetts. This Agreement and the Order Form shall supersede the pre-printed terms of any Customer purchase order or other Customer ordering document, and no such Customer pre-printed terms shall apply to the items ordered.

#### 1. PAYMENT AND DELIVERY

Unless otherwise set forth in this Agreement, payment terms are indicated on the Order Form or other contemporaneous ordering document containing product-specific payment terms signed by the parties. Delivery terms are as stated on the Order Form ("Delivery"). Kronos will invoice Customer for products upon Delivery. Unless otherwise set forth on the Order Form, Professional and Educational Services are provided on a time and materials basis, invoiced monthly as rendered. Customer agrees to pay all applicable taxes levied or based on the products, services or other charges hereunder, including state and local sales and excise taxes, and any taxes or amount in lieu thereof paid or payable by Kronos, exclusive of taxes based on net income. Customer agrees to pay a late charge of one percent (1%) per month, (but not in excess of the rate allowed by law), on any overdue amounts not the subject of a good faith dispute. If full payment is not made within 90 days of final payment due date, Customer is responsible for all expenses, including legal fees, incurred by Kronos for collection.

#### 2. GENERAL LICENSE TERMS

Kronos owns or has the right to license the Software. The Software and Software documentation are confidential and may not be disclosed to a third party without Kronos' written consent. The Software contains proprietary trade secret technology. Unauthorized use and copying of such Software is prohibited by law, including United States and foreign copyright law. The price Customer pays for a copy of the Software constitutes a license fee that entitles Customer to use the Software as set forth below. Kronos grants to Customer a non-exclusive, nontransferable, perpetual (except as provided herein) license to use the Software. This license may be terminated by Kronos by written notice to Customer upon any material breach of this Agreement by Customer which remains uncured for a period of thirty (30) days after such written notice from Kronos. Upon such termination of this license by Kronos, Customer will have no further right to use the Software and will return the Software media to Kronos and destroy all copies of the Software (and related documentation) in Customer's possession or control. This license is subject to all of the terms of this Agreement.

#### 3. FEE BASED LIMITATIONS

Customer recognizes and agrees that the license to use the Software is limited, based upon the amount of the license fee paid by Customer. Limitations, which are set forth on the Order Form, may include the number of employees, simultaneous or active users, Software product modules, Software features, computer model and serial number and partition, and/or the number of telephone lines or terminals to which the Software is permitted to be connected. Customer agrees to: i) use the Software only for the number of employees, simultaneous or active users, computer model, partition and serial number, and/or terminals permitted by the applicable license fee; ii) use only the product modules and/or features permitted by the applicable license fees; and iii) use the Software only in support of Customer's own business. Customer agrees not to increase the number of employees, simultaneous or active users, partitions, terminals, products modules, features, or to upgrade the model, as applicable, unless and until Customer pays the applicable fee for such increase/upgrade. Customer may not relicense or sublicense the Software to, or otherwise permit use of the Software (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Software without the express prior written consent of Kronos.

#### 4. OBJECT CODE ONLY

Customer may use the computer programs included in the Software (the "Programs") in object code form only, and shall not reverse compile, disassemble or otherwise convert the Programs into uncompiled or unassembled code. The Programs include components owned by third parties. Such third party components are deemed to be Software subject to this Agreement. Customer shall not use any of the Programs (or the data models therein) except solely as part of and in connection with the Software and as described in the published documentation for such Software.

#### 5. PERMITTED COPIES

Customer may copy the Programs as reasonably necessary to load and execute the Programs and for backup and disaster recovery and testing purposes only, except for additional copies of the Teletime Software and the Kronos iSeries (which must be licensed separately). All copies of the Programs or any part thereof, whether in printed or machine readable form and whether on storage media or otherwise, are subject to all the terms of this license, and all copies of the Programs or any part of the Programs shall include the copyright and proprietary rights notices contained in the Programs as delivered to the Customer.

#### 6. UPDATES

In the event that Kronos supplies Service Packs, Point Releases and Major Releases (including legislative updates if available) of the Software (collectively referred to as "Updates"), such Updates shall be part of the Software and the provisions of this license shall apply to such Updates and to the Software as modified thereby.

#### 7. EXPORT

Customer acknowledges that the Equipment and Software may be restricted by the United States Government or by the country in which the Equipment or Software is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Customer agrees to comply with all applicable laws of all of the countries in which the Equipment and Software may be used by Customer and shall indemnify Kronos for any noncompliance which results in damages or liability for Kronos. Customer's obligations hereunder shall survive the termination or expiration of this Agreement. Customer must obtain Kronos' prior written consent before exporting the Software.

#### 8. FIRMWARE

Customer may not download firmware updates for the Kronos Equipment unless Customer is maintaining such Equipment under a support plan with Kronos. If Customer is not maintaining the Equipment under a support plan with Kronos, Kronos shall have the right to verify Customer's Kronos Equipment to determine if Customer has downloaded any firmware to which Customer is not entitled. If Customer has downloaded firmware for the Kronos Equipment to which Customer is not entitled, Customer shall be responsible to pay Kronos for such updated firmware in accordance with Kronos' then-current support policies.

#### 9. TRAINING POINTS

Training Points which are purchased by Customer may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Available instructor-led sessions are listed at <http://customer.kronos.com> and each session has the Training Points value indicated. Training Points may be redeemed at any time within 12 months of the date of the applicable Order Form, at which time they shall expire. Training Points may not be exchanged for other Kronos products and/or services. Kronos will invoice Customer for the Training Points identified in the Order Form upon execution of such Order Form with payment due upon the payment terms indicated in such Order Form.

#### 10. ACCEPTANCE

For Customer's initial purchase of each Equipment and Software product Kronos shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on Customer's server(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Kronos published electronic documentation, ("Specifications").

The Test Period shall be for 30 days. If Customer has not given Kronos a written deficiency statement specifying how the Equipment or Software fails to meet the Specifications ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Kronos shall have 30 days to correct the deficiency, and Customer shall have an additional 30 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Kronos may terminate this Agreement. Upon any such termination, Customer shall return all Equipment and Software (and related documentation) to Kronos, and Kronos shall refund any monies paid by Customer to Kronos for the returned Equipment and Software. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

#### 11. LIMITED WARRANTY

Kronos warrants that all Kronos Equipment and Software media shall be free from defects in materials and workmanship, for a period of ninety (90) days from Delivery. In the event of a breach of this warranty, Customer's exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment and/or Software media, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Specifications. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) or Software media in the event of:

- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of Customer to provide and maintain a suitable installation environment, as specified in the Specifications; or
- (c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

When using and applying the information generated by Kronos products, Customer is responsible for ensuring that Customer complies with the applicable requirements of federal and state law. If Customer is licensing Workforce Payroll Software or Workforce Absence Management Software: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using such Software, (ii) using such Software does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, (iii) Customer does not rely upon Kronos, Best Software, Inc. or such Software for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using such Software and satisfy itself that those calculations are correct.

#### 12. INDEMNIFICATION

Kronos agrees to indemnify Customer and to hold it harmless from and against any and all claims, costs, fees and expenses (including reasonable legal fees) relating to actual or alleged infringement of United States or Canadian patents or copyrights asserted against Customer by virtue of Customer's use of the Software as delivered and maintained by Kronos, provided that: i) Kronos is given prompt written notice of any such claim and has sole control over the investigation, preparation, defense and settlement of such claim; and, ii) Customer reasonably cooperates with Kronos in connection with the foregoing and provides Kronos with all information in Customer's possession related to such claim and any further assistance as reasonably requested by Kronos. Kronos will have no obligation to indemnify Customer to the extent any such claim is based on the use of the Software with software or equipment not supplied by Kronos. Should any or all of the Software as delivered and maintained by Kronos become, or in Kronos' reasonable opinion be likely to become, the subject of any such claim, Kronos may at its option: i) procure for Customer the right to continue to use the affected Software as contemplated hereunder; ii) replace or modify the affected Software to make its use non-infringing; or iii) should such options not be available at reasonable expense, terminate this Agreement with respect to the affected Software upon thirty (30) days prior written notice to Customer. In such event of termination, Customer shall be entitled to a pro-rata refund of all fees paid to Kronos for the affected Software, which refund shall be calculated using a five year straight-line depreciation commencing with the date of the relevant Order. Additionally, Kronos agrees to be liable for tangible property damage or personal injury caused solely by the negligence or willful misconduct of its employees.

#### 13. PROFESSIONAL AND EDUCATIONAL SERVICES

##### (a) TRAVEL EXPENSES

Customer agrees to reimburse Kronos for all reasonable and necessary travel incurred by Kronos in the performance of any professional and/or educational services, provided that such travel complies with the then current Kronos Travel and Expense Policies. Customer further agrees to pay any travel expenses such as airfare, lodging, meals and local transportation, plus an administrative fee of ten percent (10%) of the amount of such travel expenses, incurred by Kronos to deliver purchased professional services and/or educational services in accordance with the Kronos Travel and Expense Policies. Customer will be billed by Kronos for such travel expenses and payment thereof shall be due net 30.

##### (b) ENGAGEMENTS

Unless otherwise indicated on the Order Form, Professional and Educational Services ("Professional Services") shall be provided on a time and material basis at the rates set forth in the Order Form. If a dollar limit is stated in the Order Form or any associated statement of work ("SOW"), the limit shall be deemed an estimate for Customer's budgeting and Kronos' resource scheduling purposes. After the dollar limit is expended, Kronos will continue to provide Professional Services on a time and materials basis, if a Change Order or Schedule of Services for continuation of the Professional Services is signed by the parties.

##### (c) WARRANTY

Kronos warrants that all professional and educational services performed under this Agreement shall be performed in a professional and competent manner. In the event that Kronos breaches this warranty, and Customer so notifies Kronos within 60 days of receipt of invoice for the applicable services, the Customer's sole remedy and Kronos' exclusive liability shall be to re-perform the services which were deficient in a manner so as to conform to the foregoing warranty, at no additional cost to Customer.

(d) KRONOS PROFESSIONAL/EDUCATIONAL SERVICES POLICIES

Kronos' then-current Professional/Educational Services Policies shall apply to all Professional and/or Educational Services purchased under the applicable SOW and may be accessed at: <http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm> ("Professional Services Policies"). In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail.

14. SOFTWARE SUPPORT SERVICES

(a) SUPPORT OPTIONS

Customer may select from the following Software support purchase options: Gold (or Gold Plus) and Platinum (or Platinum Plus) support ("Service Type"), each providing different service coverage periods and/or service offerings, as specified herein ("Service Offerings") and in the Kronos Support Service Policies (defined below). Customer must purchase the same Service Type for all of the Software specified on the Order Form, (however, if Customer is purchasing support services for Visionware Software, Customer may only purchase Gold Service Type for the Visionware Software). All Updates shall be provided via remote access. Customer may purchase support services for Equipment in accordance with the terms and conditions of Kronos' standard Equipment Support Services Agreement a copy of which is available upon request and is located at: <http://www.kronos.com/Legal/EquipmentSupportAgr.aspx>.

(b) EXTENDED SUPPORT PROGRAM (DELL SERVERS)

Customers purchasing the Extended Support Program (as indicated on the Order Form) for their Dell servers purchased from Kronos shall receive a specialized, bundled set of Kronos Support Services. Because of the specialized nature of these services, the terms and conditions located at <http://www.kronos.com/Legal/SupplementalTerms.aspx> shall supersede the provisions of this Agreement for the Extended Support Program.

(c) TERM OF SOFTWARE SUPPORT

Unless otherwise indicated on the Order Form, support service shall commence on the Software Delivery date and shall continue for an initial term of one (1) year. Support service shall automatically renew for additional one year terms on the anniversary date of its commencement date, unless either party notifies the other in writing sixty (60) days prior to that anniversary renewal date. After the one year initial term of this Agreement, the Service Offerings provided and the Service Coverage period are subject to change by Kronos with sixty (60) days advance written notice to Customer. For the initial two (2) renewal years the annual support fee, for the same products and service type, will not increase by more than 4% over the prior year's annual support fee.

(d) GOLD SERVICE OFFERINGS

Customer shall be entitled to receive:

- (i) Updates for the Software (not including any Software for which Kronos charges a separate license fee), provided that Customer's operating system and equipment meet minimum system configuration requirements, as reasonably determined by Kronos. If Customer requests Kronos to install such Updates or to provide retraining, Customer agrees to pay Kronos for such installation or retraining at Kronos' then-current time and materials rate.
- (ii) Telephone and/or electronic access to the Kronos Global Support Center for the logging of requests for service during the Service Coverage Period. The Service Coverage Period for the Gold Service Offering is 8:00 a.m. to 8:00 p.m., local time, Monday through Friday, excluding Kronos holidays.
- (iii) Web-based support including access to Software documentation, FAQ's, access to Kronos knowledge base, Customer forums, and e-case management. Such offerings are subject to modification by Kronos. Current offerings can be found at <http://www.kronos.com/services/support-services.aspx>.
- (iv) Web-based remote diagnostic technical assistance which may be utilized by Kronos to resolve Software functional problems and user problems during the Service Coverage Period.
- (v) Access to specialized content as and when made available by Kronos such as technical advisories, learning quick tips, brown bag seminars, technical insider tips, SHRM e-Learning, HR Payroll Answerforce and service case studies.

(e) PLATINUM AND PLUS SERVICE OFFERINGS:

Platinum: In addition to the Service Offerings specified for the Gold Service Offering above, the Service Coverage Period for the Platinum Service Offering is 24 hours a day, seven days a week, 365 days a year.

Plus option: In addition to the Service Offerings specified for the Gold Service Offering above, customers purchasing the Plus option shall receive the services of a dedicated, but not exclusive, Kronos Technical Account Manager ("TAM") for one production instance of the Software. Customers purchasing the Gold-Plus option shall designate up to one primary and one secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM, while customers purchasing the Platinum-Plus option shall designate up to two primary and three secondary backup Technical Contacts. Upon request, Customer may designate additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through Kronos product training for the Software covered under this Agreement at Customer's expense.

Customers purchasing the Platinum-Plus option shall also receive a one day per year visit to be performed at the Customer location where the Software is installed. During this onsite visit, Kronos shall work with Customer to identify ways to help Customer increase functionality or maximize utilization of the Software in Customer's specific environment. Customer must be utilizing the then-current version of the Software. Travel and expenses are not included and shall be paid by Customer.

(f) PAYMENT

Customer shall pay annual support charges for the initial term in accordance with the payment terms on the Order Form and for any renewal term upon receipt of invoice. Customer shall pay additional support charges, if any, and time and material charges upon receipt of invoice.

(g) ADDITION OF SOFTWARE

Additional Software purchased by Customer during the initial or any renewal term shall be added to this Agreement at the same support option as the then current Software support coverage in place under these terms. Customer agrees to pay the charges for such addition, and any such addition shall be automatically renewed as provided in these terms.

(h) RESPONSIBILITIES OF CUSTOMER

Customer agrees (i) to provide Kronos personnel with full, free and safe access to Software for purposes of support, including use of Kronos' standard remote access technology, if required; (ii) to maintain and operate the Software in an environment and according to procedures which conform to the Specifications; and (iii) not to allow

support of the Software by anyone other than Kronos without prior written authorization from Kronos. Failure to utilize Kronos' remote access technology may delay Kronos' response and/or resolution to Customer's reported Software problem. If Customer requires the use of a specific remote access technology not specified by Kronos, then Customer must purchase the Plus option to receive support and provide Kronos personnel with full, free and safe access to the remote access hardware and/or software.

(i) DEFAULT

Customer shall have the right to terminate Kronos support services in the event that Kronos is in breach of the support services warranty set forth below and such breach is not cured within fifteen (15) days after written notice specifying the nature of the breach. In the event of such termination, Kronos shall refund to Customer on a pro-rata basis those pre-paid annual support fees associated with the unused portion of the support term, in addition to any other remedies available under applicable law or under this Agreement. Kronos reserves the right to terminate or suspend support service in the event the Customer is in default under this Agreement with Kronos and such default is not corrected within fifteen (15) days after written notice. In addition, the support services will terminate and all charges due hereunder will become immediately due and payable in the event that Customer ceases to do business as a going concern or has its assets assigned by law.

(j) WARRANTY

Kronos warrants that all support services shall be performed in a professional and competent manner.

(k) KRONOS SUPPORT SERVICE POLICIES

Kronos' then-current Support Services Policies shall apply to all Support Services purchased and may be accessed at: <http://www.kronos.com/Support/SupportServicesPolicies.htm> ("Support Policies"). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.

15. KNOWLEDGEPASS EDUCATION SUBSCRIPTION:

The parties hereby agree that the following terms shall apply to Customer's purchase of the Kronos KnowledgePass Education Subscription only, if specified on the Order Form:

(a) Scope: The KnowledgePass Education Subscription is available to customers who are licensing Kronos' Workforce Central and iSeries Timekeeper Software products and who are maintaining such products under a support plan with Kronos. The KnowledgePass Education Subscription provides access via the internet to certain educational offerings provided by Kronos (the "KnowledgePass Content"), including:

- Product and upgrade information for project teams and end users
- Hands-on interactive instruction on common tasks
- Self-paced tutorials covering a range of topics
- Job aids
- Knowledge assessment and reporting tools to measure progress
- Webinars

(b) Term of Subscription: The KnowledgePass Education Subscription shall run co-terminously with Customer's Software Support, and shall renew for additional one (1) year terms provided Customer renews its KnowledgePass Education Subscription as provided below.

(c) Payment: Customer shall pay the annual subscription charge for the initial term of the KnowledgePass Education Subscription in accordance with the payment terms on the Order Form. Kronos will send Customer a renewal invoice for renewal of the KnowledgePass Education Subscription at least forty five (45) days prior to expiration of the then current term. KnowledgePass Education Subscription shall renew for an additional one (1) year term if Customer pays such invoice before the end of the initial term or any renewal term.

(d) Limitations: Customer recognizes and agrees that the KnowledgePass Content is copyrighted by Kronos. Customer is permitted to make copies of the KnowledgePass Content provided in \*pdf form solely for Customer's internal use and may not disclose such KnowledgePass Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgePass Content without the written consent of Kronos, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use.

(e) Train-the-Trainer Program (TTT): Certification under the Train-the-Trainer Program is valid only for the point release of the Software for which the TTT Program is taken, and covers only the Customer employee who completes the TTT Program.

16. CONFIDENTIAL INFORMATION

"Confidential Information" is defined as information that is: i) disclosed between the parties after the date of this Agreement that is considered confidential or proprietary to the disclosing party; and ii) identified as "confidential" at the time of disclosure, or would be reasonably obvious to the receiving party to constitute confidential information because of legends or other markings, by the circumstances of disclosure or the nature of the information itself. Additionally, the terms, conditions and pricing contained in this Agreement and the Order Form, the Software (and Software documentation), and the Specifications shall be deemed to be Kronos' Confidential Information. Each party shall protect the Confidential Information of the other party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither party shall disclose to third parties (except the parent company or the wholly owned subsidiaries of the receiving party who have a need to know) the other party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other party. The obligation of confidentiality shall survive for three (3) years after the disclosure of such Confidential Information.

This Agreement imposes no obligation upon either party with respect to the other party's Confidential Information which the receiving party can establish by legally sufficient evidence: (a) was rightfully possessed by the receiving party without an obligation to maintain its confidentiality prior to receipt from the disclosing party, (b) is generally known to the public without violation of this Agreement; (c) is obtained by the receiving party in good faith from a third party having the right to disclose it without an obligation with respect to confidentiality; (d) is independently developed by the receiving party without use of the disclosing party's confidential information, which can be shown by tangible evidence; or (e) was required to be disclosed by applicable law; provided that the receiving party notifies the disclosing party of such requirement prior to disclosure, and provided further that the receiving party makes diligent efforts to limit disclosure.

Kronos acknowledges that Customer is subject to the Washington Public Records Act, chapter 42.56 RCW and other Washington statutes related to open government (collectively, the "Act"). If the Customer receives a records request under the Act that requests any records that may be considered confidential information or trade secrets of Kronos, then Customer shall give written notice to Kronos. The written notice will contain a description of the records that Customer intends to disclose and the date when the disclosure will occur. If Kronos desires that the records not be disclosed, Kronos shall commence an action in Snohomish County Superior Court before the

disclosure date. Notwithstanding anything to the contrary in this Agreement, the Customer has no liability whatsoever to Kronos for the disclosure of any record when that disclosure is consistent with the Act or with an order applying the Act entered by the Snohomish County Superior Court or a Washington appellate court.

17. MARKETING ACTIVITIES

Customer agrees that Kronos may use Customer's name as part of Kronos' published customer lists. Upon Kronos' request, Customer will participate in mutually beneficial marketing and public relations activities with Kronos. All content shall be subject to the prior review and approval of Customer, such approval not to be unreasonably withheld.

18. LIMITATION OF LIABILITY

CUSTOMER'S EXCLUSIVE REMEDIES AND KRONOS' SOLE LIABILITY FOR ANY KRONOS BREACH OF THIS AGREEMENT ARE EXPRESSLY STATED HEREIN. EXCEPT AS PROVIDED IN THIS AGREEMENT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL KRONOS' OR ITS PARENTS', SUBSIDIARIES', AFFILIATES', OR THIRD PARTY LICENSOR'S LIABILITY TO A CUSTOMER, HOWSOEVER CAUSED, EXCEED THREE TIMES THE TOTAL AMOUNTS PAYABLE IN THE TWELVE MONTHS PRIOR TO THE EVENT WHICH GIVES RISE TO THE CLAIM, AND IN NO EVENT WILL KRONOS OR ITS PARENTS, SUBSIDIARIES AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR LOST PROFITS, LOST DATA OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR CUSTOMER'S SPECIFIC USE OF, OR INABILITY TO SO USE, ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

19. GENERAL

- (a) This Agreement shall be governed by Washington law, provided however, if such jurisdiction has adopted the Uniform Computer Information Transactions Act (UCITA), or such other similar law, the parties expressly agree to "opt-out" of and not be governed by UCITA or such other similar law. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement.
- (b) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.
- (c) Customer shall not assign this Agreement or the license to the Software without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.
- (d) Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their best efforts to minimize the effects of such failures or delays.
- (e) All notices given under this Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.
- (f) Intentionally Omitted.
- (g) The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.
- (h) The parties agree that if this Agreement is delivered via fax or electronically delivered via email it shall constitute a valid and enforceable agreement.
- (i) This Agreement and any information expressly incorporated herein (including information contained in any referenced URL), together with the applicable Order Form, constitute the entire agreement between the parties for the products and services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general product development direction, potential future products and/or product enhancements under consideration, Customer is not entitled to any products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Software or Equipment identified on an Order Form, nor any other future product in executing this Agreement.
- (j) Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraph (c)(1)(2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19, as applicable. Manufacturer/distributor is Kronos Incorporated, 297 Billerica Road, Chelmsford, MA.
- (k) The Superior Court of Washington for Snohomish County is exclusive venue for any dispute arising from or relating to this Agreement.

DATED: 8/11/2014

CITY OF EVERETT:

BY: Ray Stephanson  
NAME: Ray Stephanson  
TITLE: Mayor

KRONOS INCORPORATED

BY: [Signature]  
NAME: John O'Brien  
TITLE: Sr. Vice President, Global Sales

ATTEST:  
[Signature]  
City Clerk

APPROVED AS TO FORM

[Signature]  
JAMES D. ILES, City Attorney



# ORDER FORM

Quote#: 328596 - 1  
 Expires: 26-SEP-2014  
 Prepared By: Ellison, Alena M

Order Type: Upgrade US  
 Date: 27-JUN-2014  
 Page: 1/2

**Bill To:** CITY OF EVERETT, ACCOUNTING DIVISION  
 PO BOX 12130  
 EVERETT  
 WA 98206  
 United States

**Ship To:** Attn:KEVIN WALSER  
 CITY OF EVERETT/HR DEPT  
 2930 WETMORE AVE  
 EVERETT  
 WA 98201  
 United States

**Solution ID:** 6051682

**Contact:** Kevin Walsler  
**Email:** KWalsler@everettwa.gov

**Payment Terms:** N30  
**Currency:** USD  
**Customer PO Number:**

**FOB:** Shipping Point  
**Ship Method:**  
**Freight Term:** Prepay & Add

**Order Notes:**

Contact:  
 Kevin Walsler  
 1 (425) 257-8663  
 kwalsler@ci.everett.wa.us

Your Kronos solution includes:

## SOFTWARE

Item	License/Qty	Total Price
WORKFORCE INTEGRATION MANAGER V7	1350	
	<b>Total Price</b>	<b>\$3,240.00</b>

\*Includes applicable software media

## SUPPORT SERVICES

Item	Duration	Total Price
GOLD SUPPORT SERVICE	1 YR	\$712.80
	<b>Total Price</b>	<b>\$712.80</b>

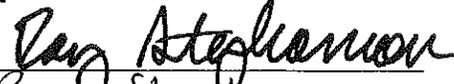
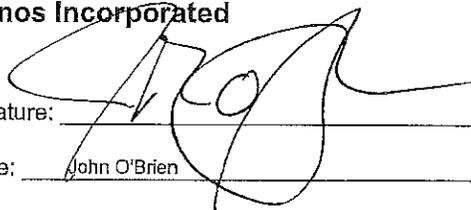
\*Support values listed above are total for all applicable products in each section of this Order Form

## QUOTE SUMMARY

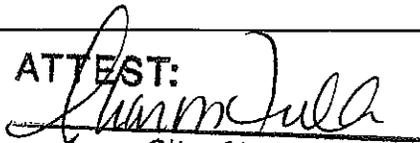
Description	Total Price
Subtotal	\$3,952.80
Deposit	(\$0.00)
Tax	\$363.66
<b>Grand Total</b>	<b>\$4,316.46</b>

Kronos | Time & Attendance • Scheduling • Absence Management • HR & Payroll • Hiring • Labor Analytics

Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 (800) 225-1561 (978) 250-9800 www.kronos.com

**CITY OF EVERETT, ACCOUNTING  
DIVISION**Signature: Name: Ray StephansonTitle: MayorEffective Date: 8/11/2014**Kronos Incorporated**Signature: Name: John O'BrienTitle: Sr. Vice President, Global SalesEffective Date: June 30, 2014

*Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at [http://www.redhat.com/licenses/jboss\\_eula.html](http://www.redhat.com/licenses/jboss_eula.html). Shipping and handling charges will be reflected on the final invoice.*

**ATTEST:**  
City Clerk



# ORDER FORM

Quote#: 375877 - 1  
 Expires: 26-SEP-2014  
 Prepared By: Ellison, Alena M

Order Type: Upgrade US  
 Date: 27-JUN-2014  
 Page: 1/2

**Bill To:** CITY OF EVERETT/HR DEPT  
 2930 WETMORE AVE  
 EVERETT  
 WA 98201  
 United States

**Ship To:** Attn:KEVIN WALSER  
 CITY OF EVERETT/HR DEPT  
 2930 WETMORE AVE  
 EVERETT  
 WA 98201  
 United States

**Solution ID:** 6051682

**Contact:** Kevin Walser  
**Email:** KWalser@everettwa.gov

**Payment Terms:** N30  
**Currency:** USD  
**Customer PO Number:**

**FOB:** Shipping Point  
**Ship Method:**  
**Freight Term:** Prepay & Add

**Order Notes:**

Contact:  
 Kevin Walser  
 1 (425) 257-8663  
 kwalser@ci.everett.wa.us

This order entered into between the Customer and Kronos is subject to the terms and conditions of the Contract #14-JLR-003 dated March 18th, 2014 between the Lead Agency (acting as the "Owner") and Kronos Incorporated (as the "Contractor").

## PROFESSIONAL SERVICES / EDUCATIONAL SERVICES

Item	Quantity	Unit Price	Total Price
MOMENTUM ONLINE REMOTE TEAM	133 Hours		\$25,500.00
Project Manager	24 Hours	\$180.00	
Application Consultant	33 Hours	\$180.00	
Integration Consultant	24 Hours	\$180.00	
Technology Consultant	52 Hours	\$210.00	
BILL-AS-YOU-GO INSTRUCTOR LEAD TRAINING	6600 Points		\$6,600.00
	4600 Points	\$1.00	
	2000 Points	\$1.00	
KNOWLEDGE PASS	1 Each	\$0.00	\$0.00
ED SERVICES SUBSCRIPTION	1 Contract	\$2,100.00	\$2,100.00
<b>Total Price</b>			<b>\$34,200.00</b>

## QUOTE SUMMARY

Description	Total Price
Subtotal	\$34,200.00
Deposit	(\$0.00)
Tax	\$0.00
<b>Grand Total</b>	<b>\$34,200.00</b>

Kronos | Time & Attendance • Scheduling • Absence Management • HR & Payroll • Hiring • Labor Analytics

Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 (800) 225-1561 (978) 250-9800 www.kronos.com

<b>CITY OF EVERETT/HR DEPT</b>	<b>Kronos Incorporated</b>
Signature: <u>Ray Stephanson</u>	Signature: <u>[Signature]</u>
Name: <u>Ray Stephanson</u>	Name: <u>John O'Brien</u>
Title: <u>Mayor</u>	Title: <u>Sr. Vice President, Global Sales</u>
Effective Date: <u>8/11/2014</u>	Effective Date: <u>June 30, 2014</u>

Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at [http://www.redhat.com/licenses/jboss\\_eula.html](http://www.redhat.com/licenses/jboss_eula.html). Shipping and handling charges will be reflected on the final invoice.

**ATTEST:**  
[Signature]  
City Clerk



## Services Scope Statement

City of Everett - 6051682

Workforce Central Upgrade v5.2 to v7

<b>Sales Executive</b>	Alena Ellison	<b>Presales Consultant</b>	
<b>Expiration Date</b>	9/26/2014	<b>Service Portfolio Consultant</b>	Howard Stohlman/Bert Carr/Ben Wessner
<b>Customer Name</b>	City of Everett	<b>File Name Control ID</b>	2014-7677
<b>SSS Create Date</b>	6/5/2014	<b>Revision #</b>	1
<b>Project Type</b>	Upgrade with Add-on	<b>Status</b>	Approved

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CONFIDENTIAL - Not to be disclosed to third parties without specific written consent from Kronos.



## 1. PROJECT SCOPE

This Services Scope Statement (also known as the "SSS") documents the agreement between Kronos Incorporated and City of Everett concerning the services to be performed by Kronos, including the deliverables, the costs of the project, the responsibility of each party and how the project will be managed.

### 1.1. PROJECT OVERVIEW

City of Everett HR Department is upgrading from Workforce Central Version 5.2 to Workforce Central Version 7.

### 1.2. PRODUCT SUMMARY

The following products are considered in scope for the services and fees defined within this document, unless otherwise noted below. Additional products and/or licenses may incur additional fees.

Product	Implementation Type	Version
Workforce Timekeeper	Upgrade with Features	7.0
Workforce Employee	Upgrade	7.0
Workforce Manager	Upgrade	7.0
Workforce Integration Manager	New	7.0

### 1.3. PROJECT DURATION

Depending upon City of Everett resource availability and project task capability, the duration of the project may need to be extended. This will increase the number of hours required for tasks that are performed on a weekly basis such as managing project communications, managing/updating project plans, facilitating project meetings and updating project status reports.

Estimated Duration of Project	12 weeks
-------------------------------	----------



## 2. PROJECT GUIDELINES

### 2.1. CHANGE CONTROL

If the Scope of Services defined in this document changes at any time during the course of this project, Kronos and City of Everett will review and adjust the scope and budget of services through standard Kronos change control procedures.

Please review the Kronos Change Control Policy:

<http://www.kronos.com/professionalservicesengagementpolicies.aspx>

### 2.2. CUSTOMER APPROVAL OF SERVICE DELIVERABLES

As part of the project, service deliverables may be provided to City of Everett for approval and/or acceptance. Delays in customer approval/acceptance of deliverables will result in an extension of the project timeline and may result in additional services being required. To avoid project delays and increased costs, City of Everett should expect to approve/accept deliverables or provide written notification of errors to Kronos within five (5) business days after receipt of the deliverable. Following the receipt of a revised deliverable, City of Everett will then have an additional five (5) business days to report that all errors have been resolved and provide deliverable acceptance.

### 2.3. ENGAGEMENT RECOMMENDATIONS

City of Everett is responsible for developing their workforce management policies and for documenting and disseminating business procedures and policy changes to support the Kronos system prior to Kronos implementing the policies. The City of Everett Project Team will attend appropriate Kronos training prior to and while participating in the implementation. City of Everett understands that Kronos recommends setup of both a DEVELOPMENT and PRODUCTION environment.

Commitment from City of Everett upper management is crucial to the success of the project. Kronos assumes City of Everett will assign a Project Executive Sponsor. The Executive Sponsor is responsible for implementing the necessary change management for City of Everett to embrace using an automated Workforce Management system and for ensuring the Project Team is appropriately staffed, made available and is executing their tasks according to the Project Plan.



### 3. PROJECT MANAGEMENT

#### 3.1. PROJECT PLANNING AND MANAGEMENT

Kronos will deliver a project workbook or checklist and facilitate periodic status meetings.

Project Management Description	
Remotely Delivered Project Support Services	Average 2 hours per week

### 4. KRONOS UPGRADE PROCESS

#### 4.1. UPGRADE PHASES AND ACTIVITIES

Below is a high-level summary of general upgrade phases and activities, including Kronos and City of Everett responsibilities. The Kronos and City of Everett Project Managers will work to coordinate and schedule these and any additional project-specific activities as part of the Plan phase of the project.

Plan Phase Activities	Resources Responsible
Project Initiation Call/ Sales to Service Call	Kronos PM
Introduction Call with the Customer	Kronos PM, Kronos Lead TC, Customer
Technical Environment Discover (part of Intro Call)	Kronos PM, Kronos Lead TC, Customer
Provide Technical Readiness Call Agenda and Finalize Date	Kronos PM
Provide Interface Assessment Agenda and Finalize Date	Kronos PM
Provide KnowledgePass™ Upgrade Learning Path	Kronos PM
Engage Education Services for End User Upgrade Education Package	Kronos PM
Review Training Schedule based on Classes outlined in SOW (if applicable)	Kronos PM
Create Initial Project Schedule	Kronos PM
<b>Milestone: Customer Assessment Readiness</b>	



Assess Phase Activities	Resources Responsible
Server environment available and Pre-Requisites have been installed	Customer IT
Schedule Technical Readiness Call with Lead TC	Kronos PM
Schedule Interface Assessment with Interface AC	Kronos PM
Conduct Technical Readiness Call with Customer <ul style="list-style-type: none"> <li>Discuss Test Upgrade Date</li> <li>Verify Software Downloads</li> <li>Verify Licenses</li> </ul>	Kronos Lead TC, Customer
Conduct System Check (may be part of TRC)	Lead TC, Customer
Conduct Interface Assessment	Kronos IC, Customer
Confirm Test Upgrade Date	Kronos PM, Customer PM
Review Project Schedule (and Training Plan, if applicable)	Kronos PM, Customer PM
Enroll Customer in Courses based on agreed-upon Training Plan	Kronos PM
Assessment of New Features (if applicable)	Kronos AC

Solution Build Phase Activities	Resources Responsible
Perform Test Upgrade	Kronos TC
Test Clock Communications	Kronos TC
AC Configuration Test Upgrade <ul style="list-style-type: none"> <li>Implement new features, if applicable</li> <li>Configuration of Clocks and Testing</li> <li>Configuration of Standard Navigators, if applicable</li> <li>Validation of Test Upgrade</li> </ul>	Kronos AC
Interface Test Upgrade <ul style="list-style-type: none"> <li>Upgrade and deploy interfaces</li> </ul>	Kronos IC
Kronos Unit Testing	Kronos Team
Attend Training Courses based on agreed-upon Training Plan	Customer Testing Team
Review Project Schedule	Kronos PM

Test and Certify Phase Activities	Resources Responsible
Test Workshop & System Overview <ul style="list-style-type: none"> <li>Review New Features (ex. Navigator)</li> <li>Review Testing Checklist</li> </ul>	Kronos AC, Customer



Test and Certify Phase Activities	Resources Responsible
Validate Test Clock with Upgraded System	Customer, Kronos AC
Customer Validation	Customer
Interface Testing Workshop	Kronos IC, Customer
Kronos Unit Testing	Kronos Team
Attend Training Courses based on agreed-upon Training Plan	Customer Testing Team
Review Project Schedule	Kronos PM
<b>Milestone: Solution Acceptance</b>	

Deploy and Support Phase Activities	Resources Responsible
Deployment Readiness <ul style="list-style-type: none"> <li>Internal Project Team Go-Live Prep Call</li> <li>Go-Live Readiness Call / Review Deployment Checklist</li> </ul>	Customer, Kronos Team
Perform Production Upgrade	Kronos TC
Post-Upgrade Validation	Kronos AC, Kronos IC
Customer Validation	Customer
Go-Live Support <ul style="list-style-type: none"> <li>Payroll Processing Support</li> </ul>	Kronos Team
Transition / Project Close	Kronos PM, Customer
<b>Milestone: Production</b>	

## 5. PROJECT SCOPE DETAIL

### 5.1. APPLICATION BUILDING BLOCKS

General Information	
Number of Employees in Project Scope	1500
Number of Sites (facilities, locations etc.)	1
Decentralized	No



Unions	No
Number of Managers that will be supported	150
<b>Workforce Central Technology Factors</b>	
Total number of environments	2
The database platform will be	SQL Server
<b>Workforce Central Technology Services Scope</b>	
<ul style="list-style-type: none"> <li>• Technical Preparation for Deployment and Support</li> </ul>	
<b>Workforce Timekeeper</b>	
This product will be implemented in phase	1
Number of Employees within Scope	1500
Number of Assessment Groups	1
Number of Deployment Groups	1
<b>Workforce Timekeeper Professional Services Scope</b>	
<ul style="list-style-type: none"> <li>• Standard Upgrade with core configuration, WDM setup, up to 3 Navigators with 6 widgets per Navigator</li> <li>• Workforce Central Core Technical Upgrade</li> <li>• Workforce Central Architecture Review with Record Retention Configuration</li> <li>• Workforce Central Basic Hardware Sizing</li> <li>• Workforce Central Upgrade - GoLive Support</li> <li>• 2 Environments: Workforce Central Upgrade</li> <li>• Alerts Package</li> </ul>	
<b>Workforce Integration Manager</b>	
This product will be implemented in phase	1
Number of Employees within Scope	1500
<b>Integrations In Scope</b>	
<ul style="list-style-type: none"> <li>• 1 Integration Assessment</li> <li>• 3 Interfaces to be Upgraded</li> <li>• Export to Harris - Pay Data Export to Harris</li> </ul>	

## 6. EDUCATIONAL SERVICES

### 6.1. INTRODUCTION

As part of your overall solution, Kronos Educational Services are included to help secure maximum user adoption. Kronos Educational Services has included an education strategy to train the implementation, functional and technical project team members and end users. The curriculum is structured by employee job role to ensure that each member of your team who interacts with the application has a clear learning path designed to develop knowledge in a logical sequence.

### 6.2. EDUCATIONAL SERVICES IN SCOPE

Educational Service	Description
<b>Project Team Training</b>	<p>Includes product classes designed for key project team member based on individual job roles. All course delivery is purchased via training points to allow you to plan and budget training for your organization, yet give you flexibility to select specific courses to meet your implementation and continuing education needs. Training points can be used toward instructor-led training in the virtual classroom, in the traditional classroom, and for onsite training. Online course descriptions include the training point value. Each course has a point value that equals the price of the class.</p> <p>Pricing for public classes, both virtual and in a Kronos classroom, is based on one student per paid seat. Pricing for each private event is based on a daily rate for the number of planned attendees. If additional students attend training, additional fees may be incurred. The total training points and associated cost will be reflected on your Sales Agreement.</p>
<b>KnowledgePass™ Subscription</b>	<p>KnowledgePass™ is an online educational portal that provides 24/7 anytime-anywhere access to in-depth training content to help your employees maximize productivity and achieve their goals from implementation to optimization. Gain instant access to helpful tutorials, job aids, in-depth, hands on tools, webinars, and educational documents to help your team succeed.</p>



### 6.3. PROJECT TEAM TRAINING

Course Name	# of Seats/Qty	Unit of Measure	Points	Total Points
WFC 7.0 Administering Navigators	2	Seat	600	1200
WFC 7.0 Administering the Application	2	Seat	1200	2400
Workforce Central Preparing to Upgrade	1	Unlimited	0	0
WTK 7.0 Managing Timecards & Preparing for Payroll	1	Seat	1000	1000
WTK Assessing the Impact of Pay Rule Changes	1	Unlimited	0	0

### 6.4. END USER TRAINING

Service Name	Quantity	Unit of Measure
WFC 7.0 Employee User Adoption Kit	1	Unlimited
WTK 7.0 Train-the-Trainer 400-1500, 1 participant	2	Program



## 7. PROJECT COSTS AND RATE SCHEDULES

All estimates are quoted in USD.

### 7.1. PROFESSIONAL SERVICES - BY ROLE

Role	Quantity	Unit of Measure	Part Number	Rate	Total
Project Manager	24	HR	9990002-ONL	\$180.00	\$4,320.00
Application Consultant	33	HR	9990002-ONL	\$180.00	\$5,940.00
Technology Consultant	52	HR	9990002-ONL	\$210.00	\$10,920.00
Integration Consultant	24	HR	9990002-ONL	\$180.00	\$4,320.00
<b>Totals:</b>	133				\$25,500.00

### 7.2. EDUCATIONAL SERVICES

Product Name	Part Number	Quantity	Unit of Measure	Rate	Total
KnowledgePass™	8602748-001	1	EA	\$2,100.00	\$2,100.00
Bill-As-You-Go Instructor Lead Training	BAYG-ILT	4600	PTS	\$1.00	\$4,600.00
WTK 7.0 TTT - 400-1500 (1 participant)	BAYG-ILT	2000	PTS	\$1.00	\$2,000.00
<b>Total Estimated Educational Services</b>					\$8,700.00

### 7.3. SOLUTION SUMMARY

Service Type	Estimated Cost
Professional Services	\$25,500.00
Educational Services	\$8,700.00
<b>Total Estimated Investment</b>	<b>\$34,200.00</b>



8. SIGNATURES AND APPROVALS

SUBMITTED AND APPROVED BY KRONOS REPRESENTATIVE

By: [Signature] Date: June 30, 2014
Title: Sr. Vice President, Global Sales

This Services Scope Statement is subject to City of Everett's agreement with Kronos governing Professional, Education and Cloud Services. By signing below, City of Everett's authorized representative agrees to purchase the services described herein.

ACCEPTED AND AGREED

City of Everett
By: [Signature] Date: 8/11/2014
Title: Mayor

City of Everett may make necessary copies of this document for the sole purpose of facilitating internal evaluation and/or execution of proposed project. Otherwise, the document or any part thereof may not be reproduced in any form without the written permission of Kronos Incorporated. All rights reserved. Copyright 2014

APPROVED AS TO FORM
[Signature]
JAMES D. ILES, City Attorney

ATTEST:
[Signature]
City Clerk



---

## APPENDIX A

### 1.1. ENGAGEMENT GUIDELINES

Please review the Kronos engagement guidelines:

<http://www.kronos.com/professionalservicesengagementpolicies.aspx>



EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Amendment to Project Agreement with the Washington State Recreation and Conservation Office for the Kasch Park Synthetic Turf Replacement Project

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

COUNCIL BILL # \_\_\_\_\_  
 Originating Department Parks  
 Contact Person Paul Kaftanski  
 Phone Number 425-257-8335  
 FOR AGENDA OF January 27, 2016

Initialed by:  
 Department Head \_\_\_\_\_  
 CAA do  
 Council President AM

<u><b>Location</b></u>	<u><b>Preceding Action</b></u>	<u><b>Attachments</b></u>	<u><b>Department(s) Approval</b></u>
8811 Airport Rd	Approval of Grant Agreement on November 4, 2015	Amendment	Legal, Parks

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

City Council approved a grant agreement in the amount of \$500,000 with the State Recreation and Conservation Office (RCO) on November 4, 2015. This grant was competitively awarded to the City to assist with the Kasch Park Synthetic Turf Replacement Project (multi-purpose athletic fields #2 and #3). The synthetic turf on multi-purpose field #1 was replaced in 2012.

The City was also successful in securing an additional \$250,000 through the state's Youth Facilities Account competitive grant process in 2015 for the turf replacement project. The attached amendment incorporates the additional \$250,000 into the original grant agreement.

As a point of clarification, the listed total project cost (\$2,105,000) reflects the project scope and cost estimate developed as part of the initial \$500,000 grant request submitted to the state in 2014.

**RECOMMENDATION (Exact action requested of Council):**

Authorize the Mayor to sign the Amendment to Project Agreement with the Washington State Recreation and Conservation Office for the Kasch Park Synthetic Turf Replacement Project.

## Amendment to Project Agreement

**Project Sponsor:** Everett Parks & Rec Dept  
**Project Title:** Kasch Park Synthetic Turf Replacement

**Project Number:** 14-1274D  
**Amendment Number:** 1

**Amendment Type:**

Cost Change

**Amendment Description:**

Project Agreement is increased \$250,000 per Youth Athletic Facilities grant award approved by the Recreation and Conservation Funding Board per Resolution 2015-21. Sponsor match is decreased to \$1,355,000. Project total remains \$2,105,000.

**Project Funding:**

The total cost of the project for the purpose of this Agreement changes as follows:

	Old Amount		New Amount	
	Amount	%	Amount	%
RCO - WWRP - LP	\$500,000.00	23.75%	\$500,000.00	23.75%
RCO - YAF-RENOVATION	\$0.00	0.00%	\$250,000.00	11.88%
Project Sponsor	\$1,605,000.00	76.25%	\$1,355,000.00	64.37%
<b>Total Project Cost</b>	<b>\$2,105,000.00</b>	<b>100%</b>	<b>\$2,105,000.00</b>	<b>100%</b>
Admin Limit	\$0.00	0.00%	\$0.00	0.00%
A&E Limit	\$0.00	0.00%	\$100,238.10	5.00%

**Agreement Terms**

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

**State Of Washington  
Recreation and Conservation Office**

**Everett Parks & Rec Dept**

BY: *Kaleen Cottingham*  
Kaleen Cottingham

TITLE: Director

DATE: 1/8/2014

Pre-approved as to form:

BY: IS/  
Assistant Attorney General

AGENCY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

