

Everett City Council Agenda
6:30 P.M. June 8, 2016
City Council Chambers

Mayor's Comments

Roll Call

Pledge of Allegiance

Approval of Minutes: June 1, 2016

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) Charter Review Presentation and Discussion.

Documents: [Charter Review Presentation.pdf](#)

(2) Staff Report and Update on the Changing For-Hire Transportation Industry.

Documents: [For Hire.pdf](#)

PROPOSED ACTION ITEMS:

(3) CB 1605-26 – 2nd Reading – Adopt the Proposed Ordinance amending the Comprehensive Plan Map Designation with a Rezone for the North Portion of Community Health Center of Snohomish County's Property located at 1019 112th St. SW, amending Ordinance No's 2021-94 and 1671-89, as amended. (3rd and final reading and public hearing on 6-15-16)

Documents: [CB 1605-26.pdf](#)

CONSENT ITEMS:

(4) Adopt Resolution No. ____ authorizing claims against the City of Everett in the amount of \$3,864,173.25 for the period of May 21, 2016 through May 27, 2016.

Documents: [res-89.pdf](#)

(5) Adopt Resolution No. ____ authorizing electronic transfer claims against the City of Everett in the amount of \$5,473,238.56 for the period of April 1, 2016 through April 30, 2016.

Documents: [elec-23.pdf](#)

(6) Authorize the closure of Wetmore Avenue, between Pacific Avenue and 32nd Street, on July 4, 2016 from 8 a.m. to 5 p.m., for a Community Street Fair sponsored by the First Baptist Church.

Documents: [First Baptist-2.pdf](#)

(7) Authorize the closure of Wetmore Avenue between Wall Street and Pacific Avenue, on July 4, 2016 from 6 a.m. to 5 p.m. for an annual Everett Police Department Open House.

Documents: [Police Open House-1.pdf](#)

(8) Authorize the closure of various streets on July 4, 2016 from 6 a.m. to 10:30 a.m., for 5K, 10K, and One Mile Family Fun Runs, sponsored by the YMCA of Snohomish County.

Documents: [YMCA RUN.pdf](#)

(9) Authorize the closure of Alverson Boulevard and Rockefeller Avenue, from 5th Street to Legion Memorial Park, on July 4, 2016, from 6 a.m. to July 5, 2016 at 2 a.m., for a Colors of Freedom Festival and Fireworks show.

Documents: [Colors.pdf](#)

(10) Authorize the closure of Colby Avenue and Wetmore Avenue, 25th Street to Wall Street, on July 4, 2016 from 6 a.m. to 3 p.m., for a 4th of July Parade.

Documents: [July Parade-2.pdf](#)

PUBLIC HEARING:

(11) CB 1605-25 – 3rd and final Reading – Adopt the Proposed Ordinance authorizing “Supportive Housing” in various residential and commercial zones, amending Ordinance No. 1671-89 (EMC Title 19, Zoning) and 2530-01 (EMC Title 15, Local Project Review Procedures), as amended.

Documents: [CB 1605-25.pdf](#)

ACTION ITEMS:

(12) Award Request for Proposal 2015-097 for Ambulance Transport Services and Authorize the Mayor to sign the Contract with Platinum Nine Holdings LLC, doing business NW Ambulance in the amount of \$158,167.04, substantially in the form provided.

Documents: [NW Ambulance.pdf](#)

(13) Approve the Application for Public Fireworks Display permits from Wolverine West, LLC, for the 2016 summer Aquasox games.

Documents: [Wolverine West.pdf](#)

(14) Authorize the Mayor to sign the Agreement with Officer Brandon Gill to purchase retired K-9 Officer Quay in the amount of \$10.00.

Documents: [Quay-1.pdf](#)

(15) Authorize the Mayor to sign Amendment No. 2 to the Professional Services Agreement with ICF Jones & Stokes, Inc. to extend the contract completion date to June 15, 2018 at no additional cost.

Documents: [ICF Jones-2.pdf](#)

(16) Authorize the Mayor to sign Amendment No. 4 to the Professional Services Agreement with Carollo Engineers for the Water Pollution Control Facility Phase C expansion to extend completion of the work to October 31, 2016 at no additional cost.

Documents: [Carollo-1.pdf](#)

(17) Authorize the Mayor to sign the Grant Agreement with Snohomish County Human Services in the amount of \$23,000 to upgrade the existing video monitoring system at the Carl Gipson Senior Center.

Documents: [video monitoring.pdf](#)

(18) Adopt Resolution authorizing the submittal of a Youth Athletic Facilities Program grant funding application to the Recreation and Conservation Office to aid in financing the cost of facility development for Phil Johnson Ball Fields and Authorize the Mayor to sign documents required to accept and implement any award of the grant.

Documents: [Youth Athletic-1.pdf](#)

(19) Adopt Resolution authorizing the submittal of a Washington Wildlife and Recreation Program grant funding application to Washington State Recreation and Conservation Office to aid in financing the cost of facility development for Phil Johnson Ball Fields and Authorize the Mayor to sign documents required to accept and implement any award of the grant.

Documents: [Wildlife.pdf](#)

Executive Session

Adjourn

Everett City Council agendas can be found, in their entirety, on the City of Everett Web Page at www.everettwa.gov/citycouncil.

Everett City Council meetings are recorded for rebroadcast on the [Everett Channel](#), Comcast Channel 21 and Frontier Channel 29, at 12:00 p.m. on Monday and Tuesday; 2 p.m. and 7:00 p.m. Thursday; 7 p.m. Friday and Sunday; 10:00 a.m., Saturday.

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EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

A briefing to highlight the work done by the Charter Review Committee, discuss Council's role at this time, look at possible scheduling and answer questions Council may have.

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

COUNCIL BILL # _____
 Originating Department Administration
 Contact Person Bob Bolerjack
 Phone Number 425-257-8727
 FOR AGENDA OF June 8, 2016

Initialed by:
 Department Head _____
 CAA db
 Council President JA

Location Preceding Action Attachments Department(s) Approval

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

DETAILED SUMMARY STATEMENT:

In accordance with Section 16.5 of the Charter and Resolution No. 6926, the 2016 Charter Review Committee has completed its review of the Charter. Over a 3-month period the Committee examined and evaluated the Charter, took public testimony and held two public hearings. The Committee's work, including findings and recommendations, is provided. The Committee is advisory to Council; the report represents the Committee's recommendations.

This briefing is intended to highlight the work done by the Charter Review Committee, discuss Council's role at this time, look at possible scheduling and answer questions Council may have.

According to the resolution Council adopted establishing the Charter review process to be followed for 2016, Section 5 provides:

City Council shall review the report submitted by the Charter Review Committee, to determine if any or all of the recommended Charter amendments shall be placed on the ballot for consideration by Everett citizens. Further, Council may determine that proposed Charter amendments be placed on the Ballot in addition to those recommended by the Charter Review Committee. If it is determined that any or all of the recommended Charter amendments should be placed on the ballot for consideration by Everett citizens, City Council, pursuant to Charter section 16.1, shall adopt an ordinance directing that the recommended Charter amendments be placed on the ballot. The ordinance shall direct that each of the proposed Charter amendments be placed on the ballot as separate questions to be voted upon by the Everett citizens.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Staff Report and Update on Changing For-Hire Industry 06/08/2016 Briefing
 _____ Proposed Action
 _____ Consent
 _____ Action
 _____ First Reading
 _____ Second Reading
 _____ Third Reading
 _____ Public Hearing
 _____ Budget Advisory

COUNCIL BILL # _____
 Originating Department Legal
 Contact Person Katie Rathbun
 Phone Number 425-257-7007
 FOR AGENDA OF June 8, 2016

Initialed by:
 Department Head _____
 CAA db
 Council President JT

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
		Power Point Presentation	Legal
			Police
			Clerk's Office

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

DETAILED SUMMARY STATEMENT:

New business models in the for-hire transportation industry are emerging, including app-based ride sharing. This business model is often referred to as a Transportation Network Company, or a TNC. Everett's for-hire ordinance contemplates a traditional taxicab (taximeter) model, and Council had requested a presentation on the changing industry and how to capture it in a regulatory framework.

RECOMMENDATION (Exact action requested of Council):

ORDINANCE NO. _____

**An Ordinance Amending the Comprehensive Plan Map Designation
With a Rezone for the North Portion of Community
Health Center of Snohomish County's Property Located at 1019 112th St SW,
Amending Ordinance No's. 2021-94 and 1671-89, As Amended**

WHEREAS, the City Council finds the following:

1. The Washington State Growth Management Act (GMA) requires counties and cities to prepare comprehensive plans pursuant to RCW 36.70A; and
2. The City adopted a Comprehensive Plan in August, 1994, in conformance with the Washington State Growth Management Act, and completed its 10 year update to the Comprehensive Plan on October 21, 2015; and
3. RCW 36.70A allows for comprehensive plans to be amended on an annual basis; and
4. The City of Everett initiated its 2015 – 2016 annual comprehensive plan amendment process in July of 2015, which included consideration of Land Use Map amendments and rezone applications initiated by property owners and the Everett Planning Commission; and
5. In order to carry out the recommended change, the Comprehensive Plan designation on the north portion of the subject property must be amended from 1.6: Multiple Family to 4.4: Mixed-Use Commercial/Multiple Family, see Exhibit "A", and the zoning must be changed from R-3: Multiple Family Medium Density to E-1 MUO: Evergreen Way Mixed-Use Overlay; and
6. Staff did meet with the Twin Creeks and Cascade View neighborhoods regarding this proposal on September 21, 2015, and has discussed the change with the property owner; and
7. The Planning Commission held a public hearing on the matter on April 19, 2016, at which time it heard from the public and staff, and considered the the proposal and did recommend approval for a single and appropriate Comprehensive Plan designation and zone on the property, consistent with its commercial use, that reflects zoning on adjacent and nearby properties; and.

WHEREAS, the City Council concludes the following:

1. The purpose for the requested Comprehensive Plan land use map amendment is to provide consistency between the Comprehensive Plan map and the zoning map, and to provide the designation and zone for this property match its anticipated use;

2. The Planning Commission held a public meeting April 5, 2016, and a public hearing on this proposal on April 19, 2016, and passed Resolution 16-05, recommending adoption of this action by City Council;
3. The requested action is supported by, or consistent with, the Comprehensive Plan because Chapter V of the Land Use element (C) Guide to Decision Making, "All zoning decisions must by law be consistent with the comprehensive Plan." This action is specifically intended to make the subject area's zoning and comprehensive plan designation consistent, and the same as the designation and zone on the remaining portion of the property, after the proposed changes are made;
4. The changed circumstances and new information related to the property justify the changes to the land use designation;
5. The proposed designation is consistent with the existing designation of abutting properties to the south and west;
6. The change promotes and ensures a desired land use pattern because the use will support the current use;
7. The proposed land use designation should not be applied to other properties in the vicinity without first meeting the policies of the Comprehensive Plan on their own merit and considered separately from this action. Therefore, approval of this application would not constitute a granting of special privilege; .
8. This action would have no additional impacts on other properties in the vicinity;
9. The change of the land use designation will not pressure other properties in the vicinity to do the same;
10. The proposed changes provide for the public health, safety and welfare; and.
11. This proposed Comprehensive Plan amendment and rezone promotes the best long term interest of the Everett Community.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1: Amendment of the Land Use Map of the Comprehensive Plan. The Comprehensive Plan land use map designation for the north portion of the property at 1019 112th St SW is hereby amended from 1.6: Multiple Family to 4.4: Mixed-Use Commercial/Multiple Family, amending Ordinance No. 2021-94, as amended and as depicted in Exhibit "A".

Section 2: Approval of Rezone. The zoning for the property is changed from R-3: Multiple Family Medium Density to E-1 MUO: Evergreen Way Mixed-Use Overlay, amending Ordinance No. 1671-89, as amended and as depicted in Exhibit "B".

Section 3: Legal Description. The legal description of the area affected by this action is described in Exhibit "C", which is attached hereto and incorporated herein by reference. Any conflict between the legal description and map shall be resolved by referring to the map.

Section 4: Incorporation. Exhibits A, B, and C are hereby made part of this approval and incorporated herein by reference.

Section 5: 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 6: 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 7: 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 8: 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.

Ray Stephanson, Mayor

ATTEST: _____
City Clerk

Passed: _____

Valid: _____

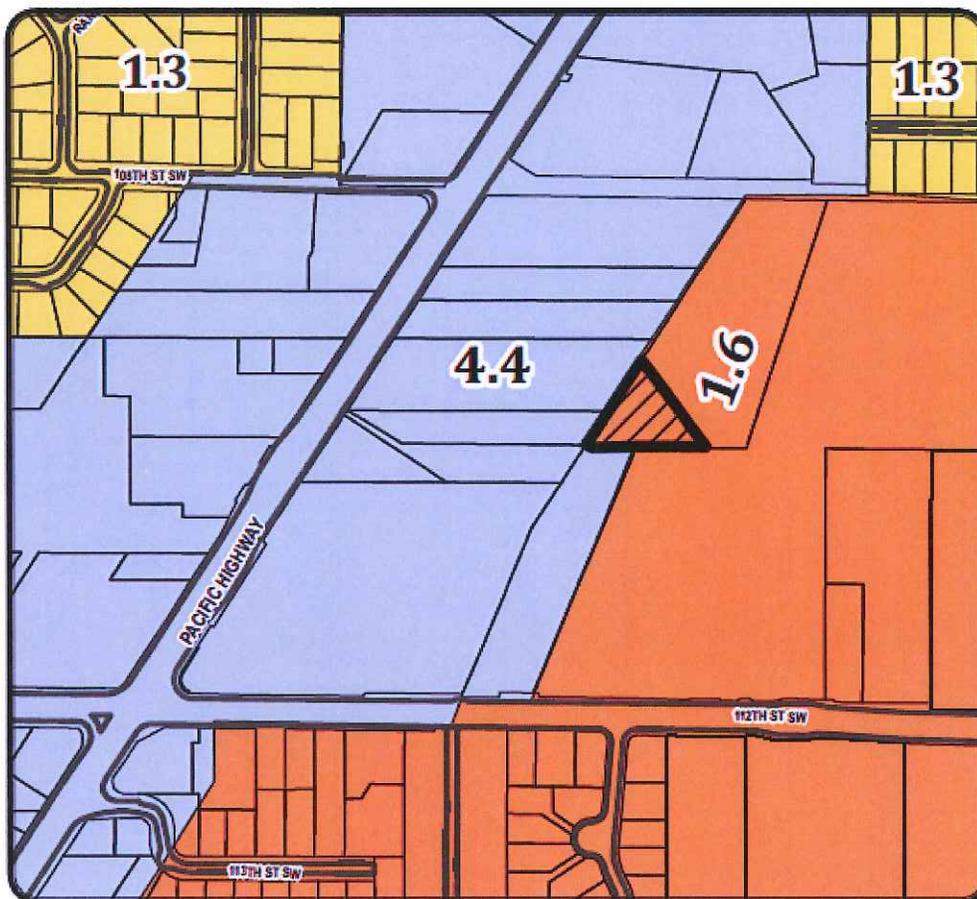
Published: _____

Effective Date: _____

Exhibit A

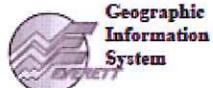
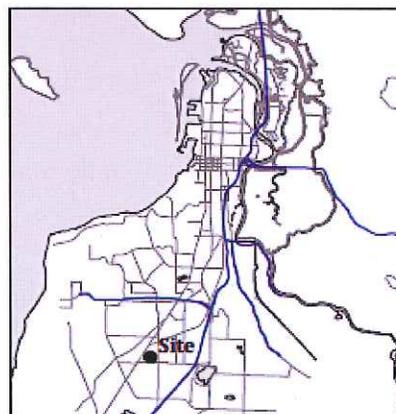
**Community Health Center of Snohomish County
Comprehensive Plan Amendment**

From: 1.6 Multiple Family, 20-29 dwellings per gross acre
To: 4.4 Mixed Use Commercial, Multiple Family



Comprehensive Plan Legend:

-  1.3 Single Family Detached, 10-12 DUA
-  1.6 Multiple Family, 20-29 DUA
-  4.4 Mixd Use Commercial, Multiple Family
-  Action Area



March 2016

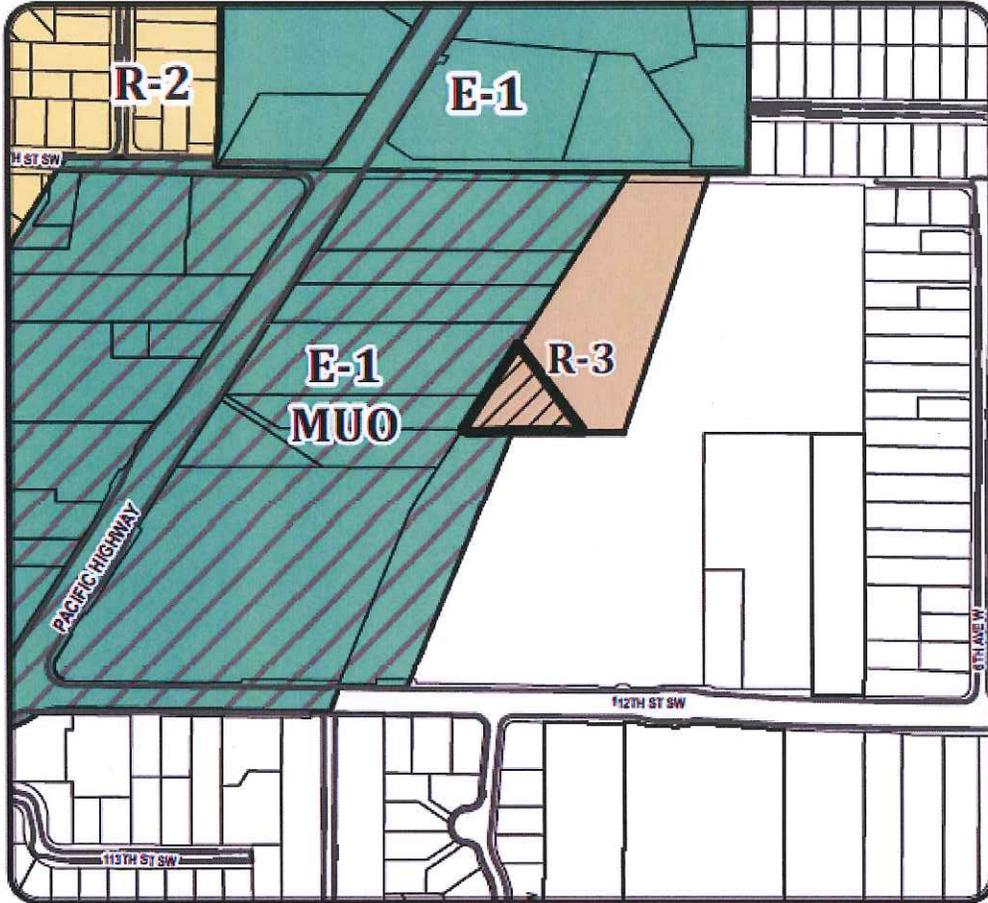
Exhibit B

Community Health Center of Snohomish County

Rezone

From: R-3 Multiple Family, Med Density to

To: E-1 MUO Evergreen Way Mixed Use Overlay



Zoning Legend:

-  R-2 Single Family, Med. Density
-  R-3 Multiple Family, Med Density
-  E-1 Evergreen Way Zone
-  E-1 MUO E-1 Evergreen Way Zone Overlay
-  Action Area



March 2016

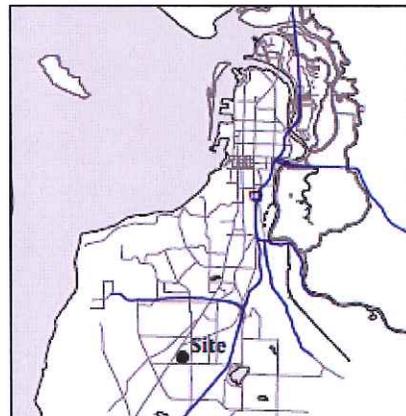


Exhibit C

Legal Description

Commencing at the southeast corner of Lot 8, Block 1, Fairmount, as per plat recorded in Volume 10 of Plats, page 91, records of Snohomish County, Washington; thence west along the south line of said Lot 8, a distance of 100.31 feet to the Point of Beginning; thence N $36^{\circ}20'07''$ W a distance of 276.07 feet to a point on the westerly line of said Lot 8; thence S $32^{\circ}54'48''$ W, along said westerly line, a distance of 264.94 feet; thence N $89^{\circ}59'43''$ E a distance of 307.53 feet to the Point of Beginning. Situate in County of Snohomish, State of Washington.

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 May 21, 2016 through May 27, 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	395.79	101	Parks & Recreation	16,870.83
002	General Government	3,476.00	110	Library	13,202.14
003	Legal	300.51	112	Community Theater	7,644.00
004	Administration	1,246.04	120	Public Works-Streets	9,611.50
005	Municipal Court	1,191.72	126	MV-Equipment Replacement Reser	124,139.43
007	Human Resources	891.45	146	Property Management	25,571.48
009	Misc Financial Funds	427,938.58	149	Senior Center Reserve	21.20
010	Finance	1,004.66	151	Fund for Animals	98.28
015	Information Technology	1,369.94	152	Cum Reserve-Library	650.00
021	Planning & Community Developmer	18,853.11	153	Emergency Medical Services	8,624.99
022	Neighborhoods & Community Servi	207.78	154	Real Estate Excise Tax	171,135.65
024	Public Works-Engineering	12,472.60	156	Criminal Justice	1,053.73
026	Animal Shelter	546.73	197	CHIP Loan Program	74,773.88
027	Senior Center	1,047.99	198	Community Dev Block Grants	34,795.48
031	Police	10,055.39	308	Riverfront Development	88.15
032	Fire	6,062.20	336	Water & Sewer Sys Improv Project	26,356.26
038	Facilities/Maintenance	2,327.45	354	Parks Capital Construction	8,602.20
			401	Public Works-Utilities	2,406,273.29
			402	Solid Waste Utility	2,404.90
	TOTAL GENERAL FUND	489,387.94	425	Public Works-Transit	23,389.50
			440	Golf	30,779.68
			501	MVD-Transportation Services	121,285.19
			503	Self-Insurance	89,426.74
			505	Computer Reserve	61,368.06
			507	Telecommunications	16,806.32
			637	Police Pension	43,528.20
			638	Fire Pension	56,284.23
				TOTAL CLAIMS	3,864,173.25

Passed and approved this _____ day of _____, 2016.

Councilperson Introducing Resolution

Council President



RESOLUTION NO. _____

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

That the claims made by electronic transfer against the City of Everett for the month April 1 through April 30, 2016, having been audited, be and the same are hereby approved, and the proper officers are hereby authorized and directed to charge claims made by electronic transfer against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>
002	General Fund	\$ 171,932.18
101	Park	46,601.06
110	Library	4,673.57
112	Community Theater	1,105.43
119	Public Works - Street Imp	147.78
120	Streets	18,026.68
126	Moter Vehicle/Equip Repl	138.75
146	Parking Lot Reserve	7,408.24
148	Municipal Art Fund	4,386.04
149	Senior Center Reserve	1,314.55
151	Animal Reserve	4,406.94
152	Library Reserve	39.72
153	EMS	11,711.42
156	Criminal Justice	8,429.48
197	CHIP	42.94
210	General Obligation Bond Debt Serv	15,624.39
303	Public Works Improvement Proj	145.29
336	Water/Sewer System Imprpov	5,805.73
354	Parks Capital Construction	11,610.12
401	Utilities	291,519.28
402	Solid Waste Utility	3,093.98
425	Transit	19,447.68
430	Everpark Garage	4,673.09
440	Golf	116,932.11
501	Transportation Services	95,787.90
505	Computer Reserve Fund	4,287.07
507	Telecom	14,891.96
508	Health Benefits Reserve	1,421,770.06
637	Police Pension	68,935.96
638	Fire Pension	111,066.10
661	Payroll Withholding	3,007,283.06

TOTAL CLAIMS
BY ELECTRONIC TRANSFER \$ 5,473,238.56

Councilmember Introducing Resolution

Passed and approved this _____ day of _____, 2016

Council President

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Street Closure – Community
Street Fair

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

COUNCIL BILL # _____

Originating Department _____

Contact Person _____

Phone Number _____

FOR AGENDA OF _____

City Clerk

Anna Pankevich

425-257-8614

June 8, 2016

Initialed by:

Department Head _____

CAA _____

Council President _____

db
jt

Location

Wetmore Avenue,
between Pacific Avenue
and 32nd Street

Preceding Action

Attachments

Special Event
Application

Department(s) Approval

Police, Fire, Streets,
Traffic Engineering,
Transit

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

DETAILED SUMMARY STATEMENT:

The First Baptist Church is requesting the closure of Wetmore Avenue, between Pacific Avenue and 32nd Street, on July 4, 2016 from 8 a.m. to 5 p.m., for a Community Street Fair.

RECOMMENDATION (Exact action requested of Council):

Authorize the closure of Wetmore Avenue, between Pacific Avenue and 32nd Street, on July 4, 2016 from 8 a.m. to 5 p.m., for a Community Street Fair sponsored by the First Baptist Church.

SPECIAL EVENT APPLICATION

Event Type: Street Closure Parade Walk/Run Other ()

Event Date: July 4, 2016 Event Time: 12:00-3:00

Closure Time: 8:00-5:00

Event Description: Community Street fair for families following the 4th of July parade

Location of Event: Wetmore Avenue & First Baptist Church Parking lot.

Sponsoring Organization: First Baptist church of Everett

Address: 1616 Pacific Avenue City & State Everett, WA

Contact Person: Christen Weller Phone No. 425 259-9166

We require that you inform the neighborhood and businesses of the street closure **prior** to obtaining approval.

What method will be used to inform the impacted parties of the street closure? Signage

If applicable, answer the following:

Approx. # of participants: 3000 Persons Animals ponies (5) Vehicles (Antique cars)
Type of Animals

Assembly area (streets) Wetmore Ave, Pacific to 32nd Street

Portion of street to be used: Full width Half Other

*Attach a map showing route of parade or run/walk.

Official Use

	<u>Admin.</u>	<u>Traffic</u>	<u>Police</u>	<u>Fire</u>	<u>Transit</u>	<u>Streets</u>
Approved:	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
Rejected:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Special Conditions: _____

RECEIVED
Comments: _____

City Council agenda date: 06/08/16

City Council approval: / /

CITY OF EVERETT
City Clerk

Permit _____

TR # _____

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Street Closure – Police Open
House

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

COUNCIL BILL # _____

Originating Department _____

Contact Person _____

Phone Number _____

FOR AGENDA OF _____

City Clerk _____

Anna Pankevich _____

425-257-8614 _____

June 8, 2016 _____

Initialed by:

Department Head _____

CAA _____

Council President _____

db

ST

Location

Wetmore Avenue
between Wall Street and
Pacific Avenue

Preceding Action

Attachments

Special Event
Application

Department(s) Approval

Police, Fire, Streets,
Traffic Engineering,
Transit

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

DETAILED SUMMARY STATEMENT:

The City of Everett is requesting the closure of Wetmore Avenue between Wall Street and Pacific Avenue, on July 4, 2016 from 6 a.m. to 5 p.m., for an Annual Everett Police Department Open House.

RECOMMENDATION (Exact action requested of Council):

Authorize the closure of Wetmore Avenue between Wall Street and Pacific Avenue, on July 4, 2016 from 6 a.m. to 5 p.m., for an Annual Everett Police Department Open House.

SPECIAL EVENT APPLICATION

Event Type: Street Closure Parade Walk/Run Other ()

Event Date: 7/4/2016 (Monday) Event Time: 12 PM - 4 PM

Closure Time: 6 AM - 5 PM

Event Description: Annual Everett Police Department Open House

Location of Event: Wetmore Ave between Wall St and Pacific Ave

Sponsoring Organization: City of Everett

Address: 3002 Wetmore Ave City & State Everett, WA 98201

Contact Person: Aaron Snell Phone No. 425-257-7498

We require that you inform the neighborhood and businesses of the street closure prior to obtaining approval.

What method will be used to inform the impacted parties of the street closure? Direct Mailing

If applicable, answer the following:

Approx. # of participants: 3,000 Persons 40 Animals 30 Vehicles
Dogs _____ Type of Animals _____

Assembly area (streets) _____

Portion of street to be used: Full width Half Other

*Attach a map showing route of parade or run/walk.

Official Use

	<u>Admin.</u>	<u>Traffic</u>	<u>Police</u>	<u>Fire</u>	<u>Transit</u>	<u>Streets</u>
Approved:	_____	<input checked="" type="checkbox"/>				
Rejected:	_____	_____	_____	_____	_____	_____

Special Conditions: _____

Comments: _____

Council agenda date: 06/08/16 City Council approval: 1/1

Permit _____ TR# _____

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Street Closure – 5K, 10K, One
Mile Family Fun Runs

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

COUNCIL BILL # _____
 Originating Department City Clerk
 Contact Person Anna Pankevich
 Phone Number 425-257-8614
 FOR AGENDA OF June 8, 2016

Initialed by:
 Department Head _____
 CAA db
 Council President ST

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Various Streets (see map)		Special Event Application	Police, Fire, Streets, Traffic Engineering, Transit

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

DETAILED SUMMARY STATEMENT:

The YMCA of Snohomish County is requesting the closure of various streets (map attached) on July 4, 2016, from 6 a.m. to 10:30 a.m., for 5K, 10K, and One Mile Family Fun Runs.

RECOMMENDATION (Exact action requested of Council):

Authorize the closure of various streets on July 4, 2016 from 6 a.m. to 10:30 a.m., for 5K, 10K, and One Mile Family Fun Runs, sponsored by the YMCA of Snohomish County.

Indemnification, Hold Harmless, and Certification

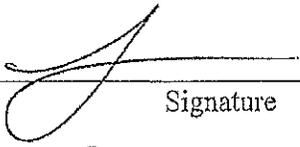
As a material inducement and consideration for the City granting this approval, the Applicant, on behalf of the sponsoring organization, hereby agrees to defend, indemnify and hold harmless the City from and against any and all Claims for personal injury, death, property damage or destruction, arising from, relating to, or resulting from the Event that is the subject of this approval.

“City” shall mean the City of Everett, its officers, employees and agents.

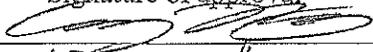
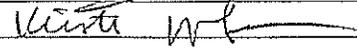
“Claims” shall mean any actions, demands, suits, obligation or liability for payment of damages, fees, and costs, including, but not limited to, attorney’s fees, expert witness fees, court costs and other legal expenses.

Provided, however, this agreement to defend, indemnify and hold harmless the City shall not apply to Claims arising out of bodily injury or death or property damage or destruction caused by the sole negligence or willful misconduct of the City.

As Applicant, I certify that 1) the information provided on this application is true and correct; and 2) I am duly authorized by the sponsoring organization to make this application and enter into this agreement, on behalf of the sponsoring organization, to defend, indemnify and hold harmless the City.

	<u>5/20/16</u>
Signature	Date
<u>Gael Gebow</u>	
Printed Name	
<u>EVERETT YMCA</u>	<u>425 258 9211</u>
Organization Representing	Phone No.

List businesses/residences impacted by this event. You must also obtain an approval signature from each business/resident indicating they concur with the closure.

Business/Residence	Signature of approval
1. <u>KAD Services Inc.</u>	
2. <u>Central Lutheran Church</u>	
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____

5k

Start on California between Rockefeller and Oakes Avenue
Head west on California to Colby
Turn right onto Colby heading North
Stay on Colby until 15th
Turn left onto 15th heading west
Turn left onto Grand Avenue heading South
Stay on Grand until 19th
Turn left onto 19th
Continue on 19th to Colby
Turn right onto Colby heading South
Stay on Colby until California
Turn left onto California
Finish same as start between Rockefeller and Oakes on California

10k (same as 5k until 15th)

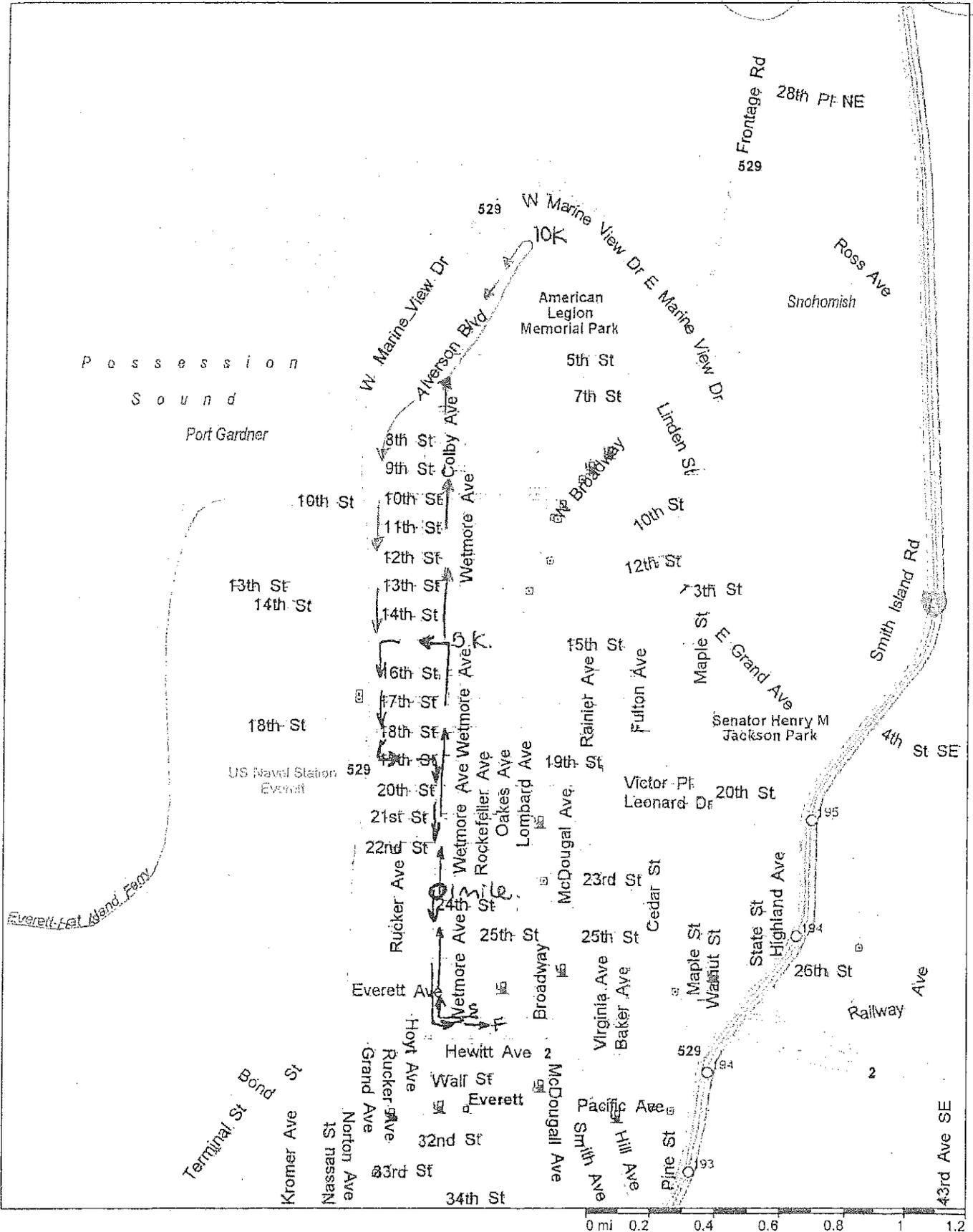
Start on California between Rockefeller and Oakes Avenue
Head west on California to Colby
Turn right onto Colby heading North
Continue on Colby until Alverson
Turn right onto Alverson
Continue on Alverson past the parking lot – 100 feet from intersection of Marine view drive
Turn around point
All go back up Alverson
Alverson becomes Grand
Stay on Grand until 19th
Turn left onto 19th
Continue on 19th to Colby
Turn right onto Colby heading South
Stay on Colby until California
Turn left onto California
Finish same as start between Rockefeller and Oakes on California

1 Mile

Same start as 5k and 10k
Start on California between Rockefeller and Oakes Avenue
Head west on California to Colby
Turn right onto Colby heading North
Turn around at 24th and Colby
Head back on Colby to California
Turn left onto California
Finish same as start between Rockefeller and Oakes on California

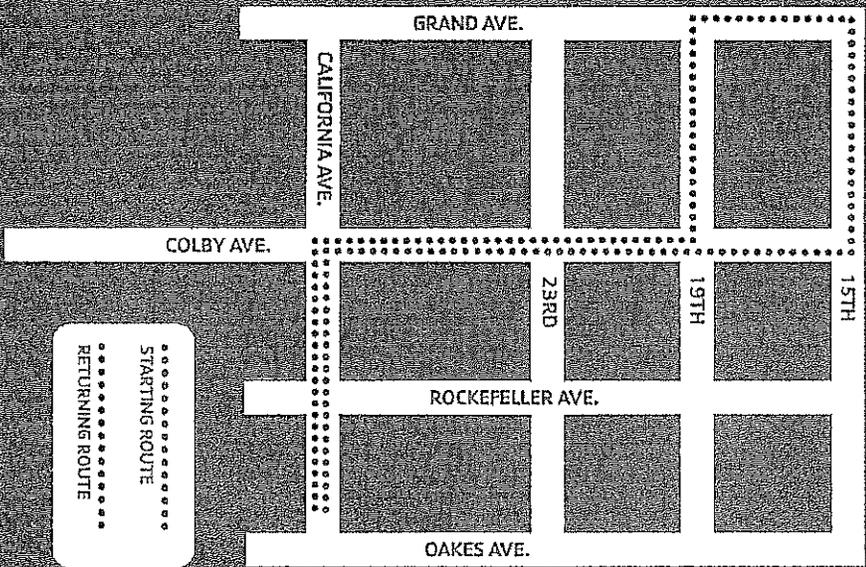
Everett, Washington, United States

5K Course 10K



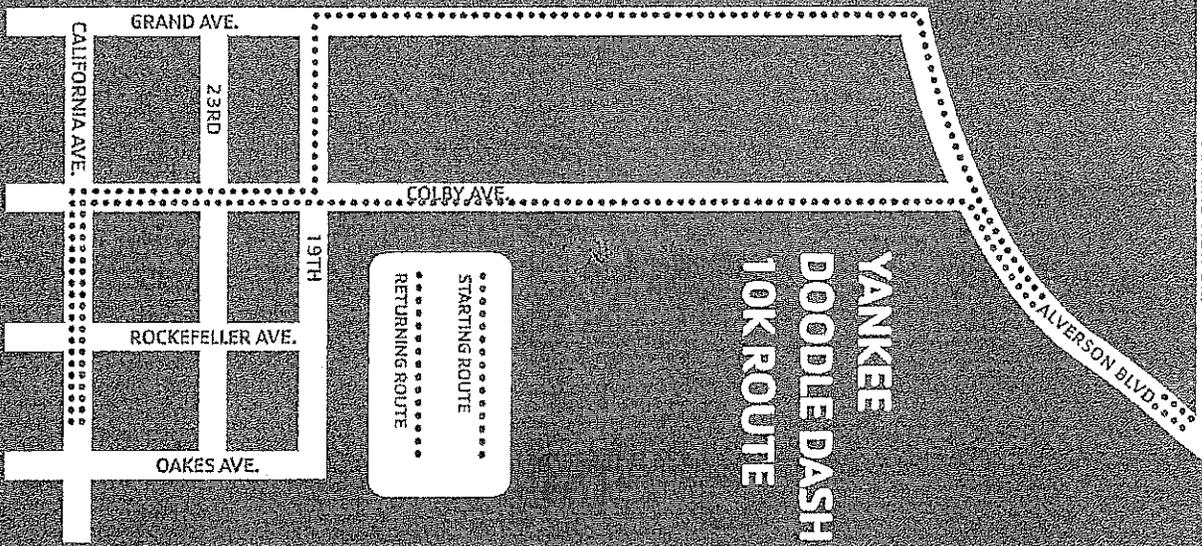
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**YANKEE
DOODLE DASH
5K ROUTE**



.....
STARTING ROUTE
.....
.....
RETURNING ROUTE
.....

**YANKEE
DOODLE DASH
10K ROUTE**



.....
STARTING ROUTE
.....
.....
RETURNING ROUTE
.....

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Street Closure – Colors of
Freedom Festival and
Fireworks Show

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

COUNCIL BILL # _____
Originating Department City Clerk
Contact Person Anna Pankevich
Phone Number 425-257-8614
FOR AGENDA OF June 8, 2016

Initialed by:
Department Head _____
CAA db
Council President ST

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Alverson Boulevard and Rockefeller Avenue, 5 th Street to Legion Memorial Park		Special Event Application	Police, Fire, Streets, Traffic Engineering, Transit

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

DETAILED SUMMARY STATEMENT:

The City of Everett is requesting the closure of Alverson Boulevard and Rockefeller Avenue, from 5th Street to Legion Memorial Park, on July 4, 2016 from 6 a.m. to July 5, 2016 2 a.m., for a Colors of Freedom Festival and Fireworks Show.

RECOMMENDATION (Exact action requested of Council):

Authorize the closure of Alverson Boulevard and Rockefeller Avenue, from 5th Street to Legion Memorial Park, on July 4, 2016, from 6 a.m. to July 5, 2016 2 a.m., for a Colors of Freedom Festival and Fireworks Show.

SPECIAL EVENT APPLICATION

Event Type: Street Closure Parade Walk/Run Other ()

Event Date: 7/4/2016 (Monday) Event Time: 1 PM - 11 PM

Closure Time: 6 AM - 2 AM

Event Description: Annual Colors of Freedom Festival and Fireworks Show

Location of Event: Legion Park - 145 Alverson Blvd (see attached map)

Sponsoring Organization: City of Everett

Address: 2930 Wetmore Ave City & State Everett, WA 98201

Contact Person: Michael Brick Phone No. 425-257-7790

We **require** that you inform the neighborhood and businesses of the street closure **prior** to obtaining approval.

What method will be used to inform the impacted parties of the street closure? Direct Mailing

If applicable, answer the following:

Approx. # of participants: 9,000 Persons Animals Vehicles
Type of Animals

Assembly area (streets) Legion Park & Alverson Blvd (see attached map)

Portion of street to be used: Full width Half Other

*Attach a map showing route of parade or run/walk.

Official Use

	<u>Admin.</u>	<u>Traffic</u>	<u>Police</u>	<u>Fire</u>	<u>Transit</u>	<u>Streets</u>
Approved:	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
Rejected:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Special Conditions: _____

Comments: _____

Council agenda date: 06/28/16

City Council approval: / /

Permit _____

TR # _____

Indemnification, Hold Harmless, and Certification

As a material inducement and consideration for the City granting this approval, the Applicant, on behalf of the sponsoring organization, hereby agrees to defend, indemnify and hold harmless the City from and against any and all Claims for personal injury, death, property damage or destruction, arising from, relating to, or resulting from the Event that is the subject of this approval.

“City” shall mean the City of Everett, its officers, employees and agents.

“Claims” shall mean any actions, demands, suits, obligation or liability for payment of damages, fees, and costs, including, but not limited to, attorney’s fees, expert witness fees, court costs and other legal expenses.

Provided, however, this agreement to defend, indemnify and hold harmless the City shall not apply to Claims arising out of bodily injury or death or property damage or destruction caused by the sole negligence or willful misconduct of the City.

As Applicant, I certify that 1) the information provided on this application is true and correct; and 2) I am duly authorized by the sponsoring organization to make this application and enter into this agreement, on behalf of the sponsoring organization, to defend, indemnify and hold harmless the City.



Signature

5/25/2016

Date

Michael Brick

Printed Name

City of Everett

Organization Representing

425-257-7790

Phone No.

List businesses/residences impacted by this event. You must also obtain an approval signature from each business/resident indicating they concur with the closure.

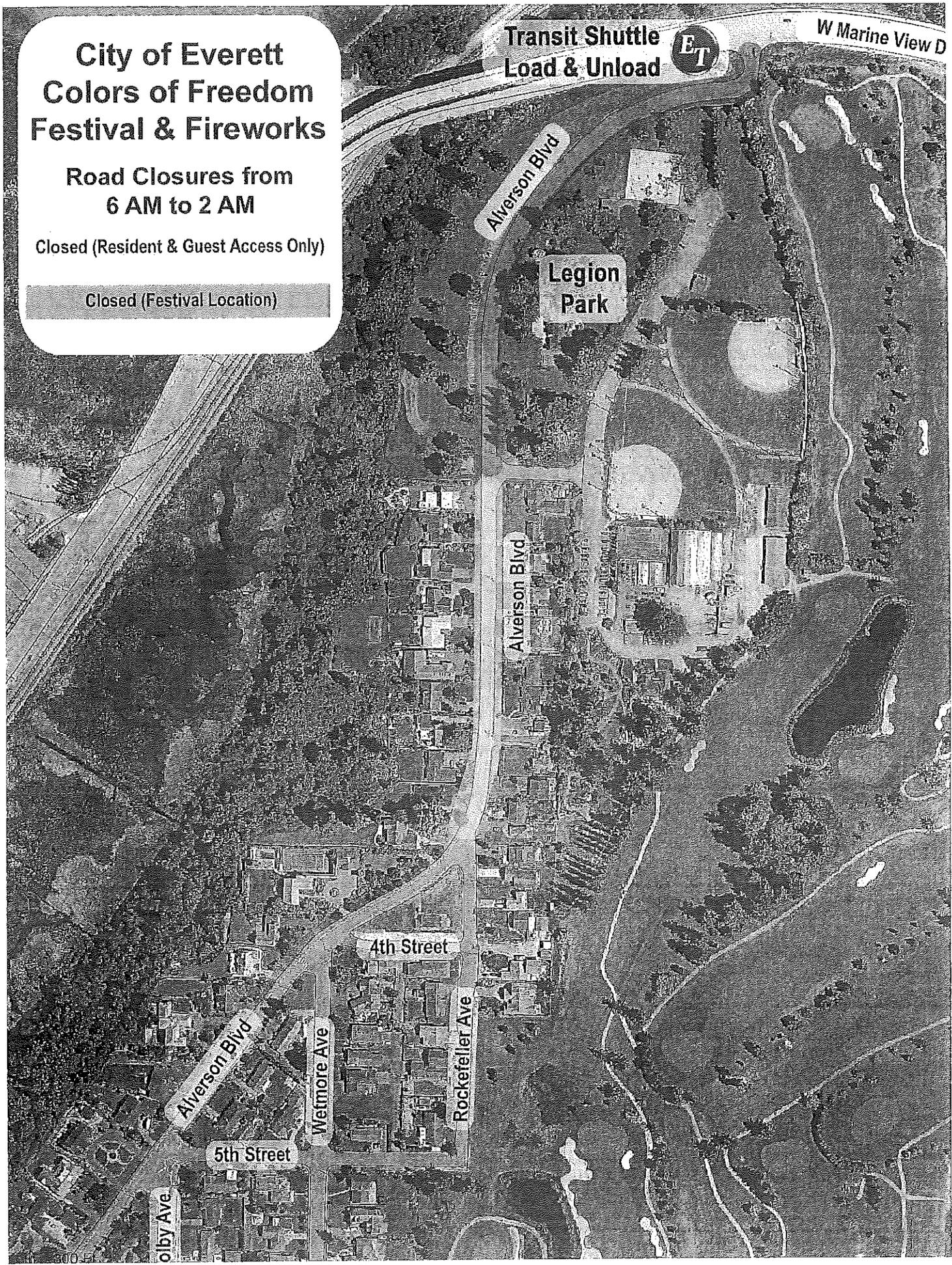
Business/Residence	Signature of approval
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____

City of Everett Colors of Freedom Festival & Fireworks

Road Closures from
6 AM to 2 AM

Closed (Resident & Guest Access Only)

Closed (Festival Location)



EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Street Closure – 4th of July
Parade

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

COUNCIL BILL # _____

Originating Department _____

Contact Person _____

Phone Number _____

FOR AGENDA OF _____

City Clerk _____

Anna Pankevich _____

425-257-8614 _____

June 8, 2016 _____

Initialed by:

Department Head _____

CAA _____

Council President _____

db
ST

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Colby Avenue and Wetmore Avenue, 25 th Street to Wall Street		Special Event Application	Police, Fire, Streets, Traffic Engineering, Transit

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

DETAILED SUMMARY STATEMENT:

The City of Everett is requesting the closure of Colby Avenue and Wetmore Avenue, 25th Street to Wall Street, on July 4, 2016 from 6 a.m. to 3 p.m., for a 4th of July Parade.

RECOMMENDATION (Exact action requested of Council):

Authorize the closure of Colby Avenue and Wetmore Avenue, 25th Street to Wall Street, on July 4, 2016 from 6 a.m. to 3 p.m., for a 4th of July Parade.

SPECIAL EVENT APPLICATION

Event Type: Street Closure Parade Walk/Run Other (_____)

Event Date: 7/4/2016 (Monday) Event Time: 11 AM - 1 PM

Closure Time: 6 AM - 3 PM

Event Description: Annual 4th of July parade through downtown Everett
 Anticipated Attendance by 18,000 Spectators

Location of Event: Colby Ave & Wetmore Ave between 25th St and Wall St
 (see attached map)

Sponsoring Organization: City of Everett

Address: 2930 Wetmore Ave City & State Everett, WA 98201

Contact Person: Michael Brick Phone No. 425-257-7790

We **require** that you inform the neighborhood and businesses of the street closure **prior** to obtaining approval.

What method will be used to inform the impacted parties of the street closure? Direct Mailing

If applicable, answer the following:

Approx. # of participants: 2,000 Persons 20 Animals 50 Vehicles
 _____ Type of Animals

Assembly area (streets) 24th St, 25th St, Colby Ave, Wetmore Ave, Rockefeller Ave
 (see attached map)

Portion of street to be used: Full width Half Other

*Attach a **map** showing route of parade or run/walk.

Official Use						
--------------	--	--	--	--	--	--

	<u>Admin.</u>	<u>Traffic</u>	<u>Police</u>	<u>Fire</u>	<u>Transit</u>	<u>Streets</u>
Approved:	_____	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>
Rejected:	_____	_____	_____	_____	_____	_____

Special Conditions: _____

Comments: _____

Council agenda date: 06/08/16 City Council approval: / /

Permit _____ TR # _____

Indemnification, Hold Harmless, and Certification

As a material inducement and consideration for the City granting this approval, the Applicant, on behalf of the sponsoring organization, hereby agrees to defend, indemnify and hold harmless the City from and against any and all Claims for personal injury, death, property damage or destruction, arising from, relating to, or resulting from the Event that is the subject of this approval.

“City” shall mean the City of Everett, its officers, employees and agents.

“Claims” shall mean any actions, demands, suits, obligation or liability for payment of damages, fees, and costs, including, but not limited to, attorney’s fees, expert witness fees, court costs and other legal expenses.

Provided, however, this agreement to defend, indemnify and hold harmless the City shall not apply to Claims arising out of bodily injury or death or property damage or destruction caused by the sole negligence or willful misconduct of the City.

As Applicant, I certify that 1) the information provided on this application is true and correct; and 2) I am duly authorized by the sponsoring organization to make this application and enter into this agreement, on behalf of the sponsoring organization, to defend, indemnify and hold harmless the City.

_____	<u>5/25/2016</u>
Signature	Date
 Michael Brick _____	
Printed Name	
 City of Everett _____	
Organization Representing	<u>425-257-7790</u>
	Phone No.

List businesses/residences impacted by this event. You must also obtain an approval signature from each business/resident indicating they concur with the closure.

Business/Residence	Signature of approval
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____

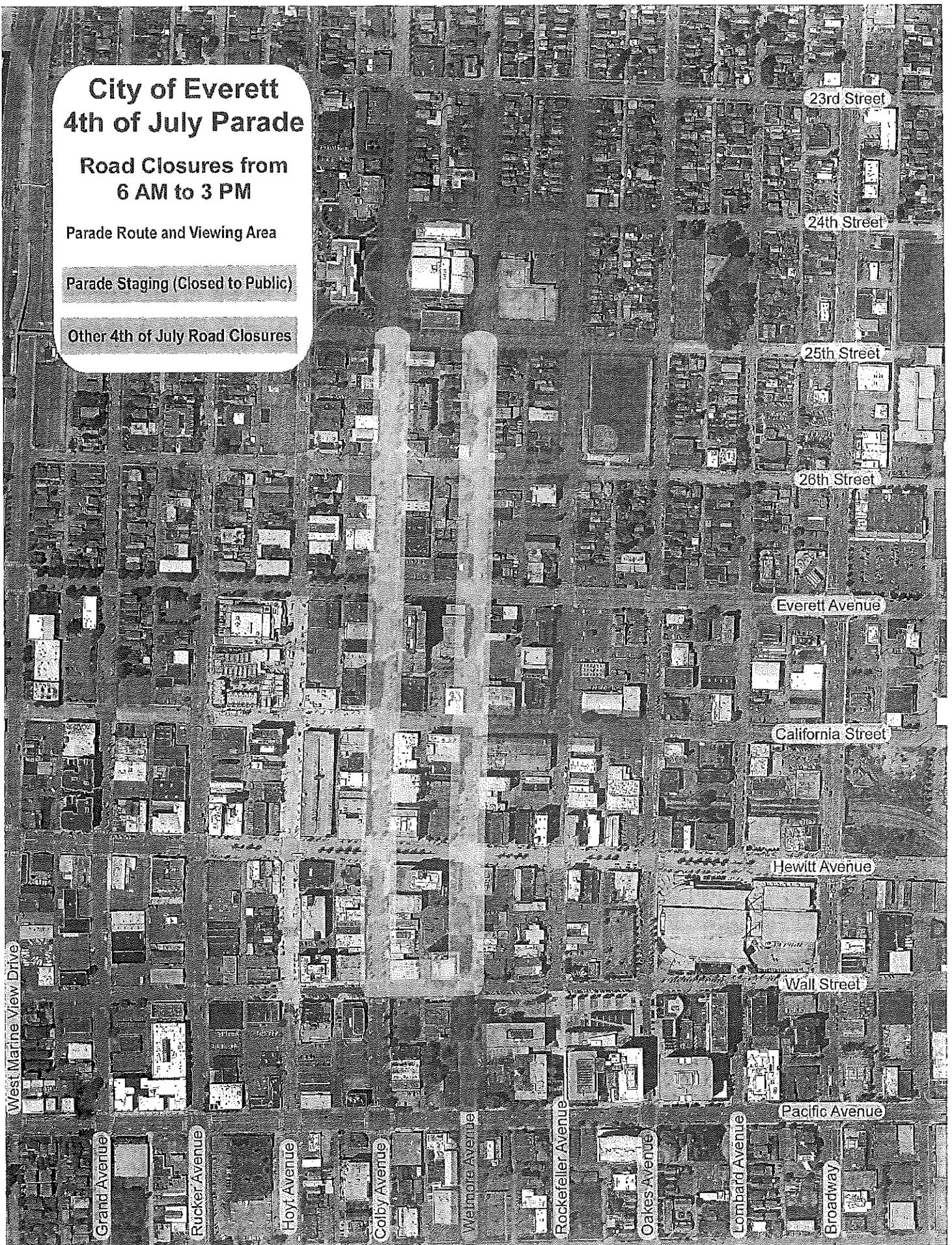
City of Everett 4th of July Parade

Road Closures from
6 AM to 3 PM

Parade Route and Viewing Area

Parade Staging (Closed to Public)

Other 4th of July Road Closures



EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

An Ordinance authorizing "Supportive Housing" in various residential and commercial zones, amending Ordinance Nos. 1671-89 (EMC Title 19, Zoning) and 2530-01 (EMC Title 15, Local Project Review Procedures), as amended

_____	Briefing
_____	Consent
<u>6/8/16</u>	Action
<u>5/25/16</u>	First Reading
<u>6/1/16</u>	Second Reading
<u>6/8/16</u>	Third Reading
_____	Public Hearing

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

CB1605-25
Planning
Allan Giffen
425-257-8725
May 25, 2016
June 1, 2016
June 8, 2016

Initialed by:
 Department Head
 CAA
 Council President

db
jm

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
	Planning Commission Resolution 16-03	Ordinance	Legal, Planning

Amount Budgeted	N/A	
Expenditure Required	N/A	
Budget Remaining	N/A	
Additional Required	N/A	

DETAILED SUMMARY STATEMENT:

On March 1, 2016 the Planning Commission agreed to initiate consideration of a code change related to supportive housing which can be used in a Housing First model to develop low barrier housing. The potential amendments would be included in multiple sections of the Zoning Code as outlined in the proposed ordinance. These provisions address specific components of a supportive housing development and how it should fit into existing neighborhoods.

The Planning Commission held a public workshop on March 14, 2016 to discuss and consider potential amendments to the Zoning Code related to supportive housing. The Planning Commission held a public hearing on April 19, 2016 to consider public testimony, and recommends that the City Council approve the proposed ordinance. Planning and Legal staff are further recommending a modification to proposed Special Regulation 27 of Table 5-1 shown in underlined below subsequent to the Planning Commission recommendation:

(27) Permitted only on land owned by a public agency or that the public agency has transferred to another entity for the purpose of developing supportive housing.

RECOMMENDATION (Exact action requested of Council):

Adopt an Ordinance authorizing "Supportive Housing" in various residential and commercial zones, amending Ordinance Nos. 1671-89 (EMC Title 19, Zoning) and 2530-01 (EMC Title 15, Local Project Review Procedures), as amended.



ORDINANCE NO. _____

An Ordinance authorizing “Supportive Housing” in various residential and commercial zones, amending Ordinance Nos. 1671-89 (EMC Title 19, Zoning) and 2530-01(EMC Title 15, Local Project Review Procedures), as amended.

WHEREAS, the City Council finds the following:

1. The Everett Zoning Code contains regulations for certain types of residential uses.
2. It is necessary from time to time to update zoning regulations to provide clarification or create additional standards related to specific uses or add new uses as the need arises.
3. The proposed amendments to the Zoning Code will provide for supportive housing as a new use with a definition and appropriate development standards and guidelines.

WHEREAS, the City Council concludes the following:

1. The proposed amendment is consistent with the applicable provisions of the Everett Growth Management Comprehensive Plan; and
2. The proposed amendment bears a substantial relation to the public health, safety and welfare; and
3. The proposed amendment promotes the best long term interests of the Everett community.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 4 of Ordinance No. 1671-89, as amended (EMC 19.4.020), is hereby amended by the addition of the following:

“Supportive Housing” means a combination of housing, including low barrier housing, and services intended as a cost-effective way to help people live more stable and productive lives. The housing type is a multiple-family dwelling owned or sponsored by a qualified nonprofit provider or government entity, designed for occupancy by persons that are either (A) experiencing or at risk of experiencing homelessness ; (B) are experiencing a disability that presents barriers to employment and housing stability; or (C) generally require structured supportive services such as case management and 24-hour on-site facility management to be successful living in the community and is intended to provide long-term, rather than transitional, housing.

Section 2. Section 5 through of Ordinance No. 1671-89, as amended (EMC 19.5, Table 5.1), which reads as follows:

Table 5.1 Residential uses.

ZONE USE	A-1	R-S	R-1	R-2	R-1(A)	R-2(A)	R-3(L)	R-3	R-4	R-5	B-1	B-2	B-2(B)	B-3	BMU	E-1	MUO	C-1	C-1R	C-2	C-2ES	W-C	M-S	M-M	M-1	M-2
Accessory dwelling unit (21)	I(1)	I(1)	I(1)	I(1)		I(1)																				
Adult family home	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I					
Assisted living facility																										
Boarding or rooming	I(2)	I(2)	I(2)	I(2)	I(2)	I(2)	I(2)	I(2)	I(2)	I(2)	I(2)	I(2)	I(2)	I(2)	I(2)	I(2)	I(2)	I(2)	I(2)	I(2)						
Boardinghouse or roominghouse					I(3)	I(3)	I(3)	I(3)	I(3)	I(3)	I(3)	I(3)	I(3)	I(3)	I(3)	I(3)	I(3)	I(3)	I(3)	I(3)						
Caretaker, watchman's quarters (4)																				I	I	I	I	I	I	I
Congregate care facility							I	I	I	I	I	I	I	I	I	I	I	I	I							
Convalescent or nursing home								I	I	I	I	I	I	I	I	I	I	I	I							
Dwelling, single-family detached	I	I(5)	I(5)	I(5)	I(5)	I(5)	I(5)	I(5)	I(5)	I(5)	I(5)	I(5)	I(5)	I(5)	I(5)	I(5)	I(5)	I(5)	I(5)							
Dwelling, single-family attached		III(6)	III(6)	III(6)	I(7)	I(7)	I(7)	I(7)	I(7)	I(7)	I(7)	I(7)	I(7)	I(7)	I(7)	I(7)	I(7)	I(7)	I(7)							
Dwelling, two-family (duplex) (21)			I(8)	I(9)	I(9)	I(9)	I(9)	I(9)	I(9)	I(9)	I(9)	I(9)	I(9)	I(9)	I(9)	I(9)	I(9)	I(9)	I(9)							
Dwelling, rear yard infill				I(25)				I(25)	I(25)	I(25)	I(25)	I(25)	I(25)	I(25)	I(25)	I(25)	I(25)	I(25)	I(25)							
Dwelling, cottage housing								I(26)	I(26)	I(26)																
Dwelling, multiple-family					I(7)	I(7)	I(7)	I(7)	I(7)	I(7)	I(7)	I(7)	I(7)	I(7)	I(7)	I(7)	I(7)	I(7)	I(7)							
Dwelling, live/work									I(23)	I(23)	I(23)	I(23)	I(23)	I(23)	I(23)	I(23)	I(23)	I(23)	I(23)							
Group home, Class I.A	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I							
Group home, Class I.B	I						I	I	I	I	I	I	I	I	I	I	I	I	I							
Group home, Class I.C							I	I	I	I	I	I	I	I	I	I	I	I	I							
Group home, Class II.A, II.B, II.C													III(13)													
Home occupation	I(14)	I(14)	I(14)	I(14)	I(14)	I(14)	I(14)	I(14)	I(14)	I(14)	I(14)	I(14)	I(14)	I(14)	I(14)	I(14)	I(14)	I(14)	I(14)							

ZONE USE	A-1	R-S	R-1	R-2	R-1(A) R-2(A)	R-3(L)	R-3	R-4 R-5	B-1 B-2(B)	B-2 B-3	BMU	E-1	MUO	C-1 C-1R	C-2	C-2ES	W-C	M-S	M-M	M-1	M-2
Senior citizen housing					I(7)	I(7)	I(7)	I(7)	I(7)	I(7)	I(7)	I	I	I(7)	I		I(7) (24)				
Manufactured home (15)	I	I	I	I	I	I	I	I	I	I				I							
Mobilehome park (16)		III	III	III	III	II	II														
Secure community transition facility (19)																			III(19)	III (19)	III (19)
Temporary shelter home		III(17)	III(17)	III(17)	III(17)	III(17)	III(18)	III(18)	III(18)	III(18)	III(18)	III(18)	III(18)	III(18)							

Is hereby amended to read as follows:

Table 5.1 Residential uses.

ZONE USE	A-1	R-S	R-1	R-2	R-1(A) R-2(A)	R-3(L)	R-3	R-4 R-5	B-1 B-2(B)	B-2 B-3	BMU	E-1	MUO	C-1 C-1R	C-2	C-2ES	W-C	M-S	M-M	M-1	M-2
Accessory dwelling unit (21)	I(1)	I(1)	I(1)	I(1)	I(1)																
Adult family home	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I					
Assisted living facility						I	I	I	I	I	I	I	I	I							
Boarding or rooming	I(2)	I(2)	I(2)	I(2)	I(2)	I(2)	I(2)	I(2)	I(2)	I(2)	I(2)	I(2)	I(2)	I(2)							
Boardinghouse or roominghouse						I(3)	I(3)	I(3)	I(3)	I(3)	I(3)	I(3)	I(3)	I(3)							
Caretaker, watchman's quarters (4)															I	I	I	I	I	I	I
Congregate care facility																					
Convalescent or nursing home							I	I	I	I	I	I	I	I							
Dwelling, single-family detached	I	I(5)	I(5)	I(5)	I(5)	I(5)	I(5)	I(5)	I(5)	I(5)				I(5)			I(5) (24)				
Dwelling, single-family attached		III(6)	III(6)	III(6)	I(7)	I(7)	I(7)	I(7)	I(7)	I(7)			I	I(7)			I(7) (24)				
Dwelling, two-family (duplex) (21)			I(8)	I(9)	I(9)	I(9)	I(9)	I(9)	I(9)	I(9)				I(9)			I(9) (24)				
Dwelling, rear yard infill				I(25)			I(25)	I(25)	I(25)	I(25)				I(25)							
Dwelling, cottage housing							I(26)	I(26)													

ZONE USE	A-1	R-S	R-1	R-2	R-1(A) R-2(A)	R-3(L)	R-3	R-4 R-5	B-1	B-2 B-2(B)	B-3	BMU	E-1	MUO	C-1 C-1R	C-2	C-2ES	W-C	M-S	M-M	M-1	M-2
Dwelling, multiple-family						I(7)	I(7)	I(7)(20)	I(10)	I(7)	I(7)	I(7)	I	I	I(7)		I(22)	I(7) (24)				
Dwelling, live/work									I(23)	I(23)	I(23)	I	I(23)	I(23)	I(23)		I(22)	I(23) (24)				
Group home, Class I.A	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I							
Group home, Class I.B	I					I	I	I	I	I	I	I	I	I	I							
Group home, Class I.C						I	I	I		I	I	I	I	I	I							
Group home, Class II.A, II.B, II.C											III (13)	III (13)	III (13)		III(13)							
Home occupation	I(14)	I(14)	I(14)	I(14)	I(14)	I(14)	I(14)	I(14)	I(14)	I(14)	I(14)	I(14)	I(14)	I(14)	I(14)	I(14)	I(14)					
Senior citizen housing						I(7)	I(7)	I(7)	I(7)	I(7)	I(7)	I(7)	I	I	I(7)	I		I(7) (24)				
Manufactured home (15)	I	I	I	I	I	I	I	I	I	I					I							
Mobilehome park (16)		III	III	III	III	II	II													III(19)	III (19)	III (19)
Secure community transition facility (19)																						
Supportive Housing		III(18) (27)	III(18) (27)	III(18) (27)	III(18) (27)	II(7)	II(7)	II(7) (20)	II(10)	II(7)	II(7)	II(7)	II(7)	II(7)	II(7)		II(22)	II(7) (24)				
Temporary shelter home		III(17)	III(17)	III(17)	III(17)	III(17)	III(18)	III(18)		III(18)		III(18)	III(18)	III(18)	III(18)							

Section 3. Section 5 through 14 of Ordinance No. 1671-89, as amended (EMC 19.5, Table 5.1), which reads as follows:

SPECIAL REGULATIONS FOR ZONING CODE TABLE NO. 5.1

(7) All residential development must comply with the applicable development standards and guidelines, which may include standards in the B-3 zone (Chapter 22), core residential area (Chapter 33G), multiple-family development standards (Chapter 15), BMU zone (Chapter 31A), Everett Station Area (Chapter 25), E-1 and MUO, and/or any applicable overlay design standards and guidelines. Multiple-family development standards of Chapter 15 and multiple-family design guidelines established by city council Resolution No. 4618 shall apply to single-family attached dwelling developments and multiple-family dwelling developments containing three or more dwelling units where standards and guidelines are not otherwise specified.

Is hereby amended to read as follows:

(7) All residential development must comply with the applicable development standards and guidelines except as otherwise provided by Section 39.155 for Supportive Housing, which may include standards in the B-3 zone (Chapter 22), core residential area (Chapter 33G), multiple-family development standards (Chapter 15), BMU zone (Chapter 31A), Everett Station Area (Chapter 25), E-1 and MUO, and/or any applicable overlay design standards and guidelines. Multiple-family development standards of Chapter 15 and multiple-family design guidelines established by city council Resolution No. 4618 shall apply to single-family attached dwelling developments and multiple-family dwelling developments containing three or more dwelling units where standards and guidelines are not otherwise specified.

Section 4. Section 5 through 14 of Ordinance No. 1671-89, as amended (EMC 19.5, Table 5.1), is amended by the addition of the following special regulations:

(27) Permitted only on land owned by a public agency or that the public agency has transferred to another entity for the purpose of developing supportive housing.

Section 5. Section 34 of Ordinance No. 1671-89, as amended (EMC 19.5, Table 34-1 RESIDENTIAL USES), which reads in part:

TABLE No. 34-1	
Off-Street Parking for All Zones Except the B-3 Zone	
Use	Parking Requirement
RESIDENTIAL USES	
Accessory dwelling units	1 additional space for accessory dwelling
Adult family home	3 per home
Assisted living facilities	1 per each 4 residents

Boarding or rooming	no additional parking required
Boardinghouse, roominghouse	1 per room
Caretaker's quarters	2 per dwelling
Congregate care facilities	0.8 per dwelling
Convalescent or nursing home	1 per each 4 residents
Dwelling, single-family attached	2 per dwelling in R-1(A) and R-2(A) zones; see Section 15.060 for other zones
Dwelling, single-family detached	2 per dwelling
Dwelling, two-family (duplex)	2 per dwelling
Dwelling, rear yard infill	See subsection B of this section
Dwelling, cottage	1.5 spaces per dwelling
Dwelling, multiple-family	See subsection B of this section
Group homes, Class I.A	3 per dwelling
Group homes, Class I.B	3 per dwelling
Group homes, Class I.C	2 plus 1 per each staff person
Group homes, Class II.A	2 plus 1 per each staff person
Group homes, Class II.B	2 plus 1 per each staff person
Group homes, Class II.C	2 plus 1 per each staff person
Live/work unit	2 per unit
Mobilehome park	See Title 17 of the Everett Municipal Code
Senior citizen housing	See Section 34.020.B.1.e
Temporary shelter homes	See Section 34.030

Is hereby amended to read as follows:

**TABLE No. 34-1
Off-Street Parking for All Zones Except the B-3 Zone
Parking Requirement**

Use	RESIDENTIAL USES
Accessory dwelling units	1 additional space for accessory dwelling
Adult family home	3 per home

Assisted living facilities	1 per each 4 residents
Boarding or rooming	no additional parking required
Boardinghouse, roominghouse	1 per room
Caretaker's quarters	2 per dwelling
Congregate care facilities	0.8 per dwelling
Convalescent or nursing home	1 per each 4 residents
Dwelling, single-family attached	2 per dwelling in R-1(A) and R-2(A) zones; see Section 15.060 for other zones
Dwelling, single-family detached	2 per dwelling
Dwelling, two-family (duplex)	2 per dwelling
Dwelling, rear yard infill	See subsection B of this section
Dwelling, cottage	1.5 spaces per dwelling
Dwelling, multiple-family	See subsection B of this section
Group homes, Class I.A	3 per dwelling
Group homes, Class I.B	3 per dwelling
Group homes, Class I.C	2 plus 1 per each staff person
Group homes, Class II.A	2 plus 1 per each staff person
Group homes, Class II.B	2 plus 1 per each staff person
Group homes, Class II.C	2 plus 1 per each staff person
Live/work unit	2 per unit
Mobilehome park	See Title 17 of the Everett Municipal Code
Senior citizen housing	See Section 34.020.B.1.e
Supportive Housing	See Section 34.020.B.1.f
Temporary shelter homes	See Section 34.030

Section 7. Section 34 of Ordinance No. 1671-89, as amended (EMC 19.34.020), which reads in part:

B. Off-Street Parking Requirements for Multiple-Family Dwellings and Rear Yard Infill Dwellings. The intent of this section is to require off-street parking for the residents of multiple-family developments to be provided on the development site, and to recognize differences between areas which should have a lesser need for automobile use due to availability of transit service, adequate pedestrian facilities, and the proximity of services within walking distance. The intent is also to provide incentive to retain existing historic structures or other residential dwellings.

1. Parking for multiple-family dwellings shall be provided according to the location of the property, as provided herein. For purposes of this section, any room other than a kitchen, bathroom, living room or dining room, such as a den, study, office or other similar room, shall be considered a bedroom.

a. Lots located within area A on Map Number 34-1 shall provide a minimum of one parking space per dwelling unit.

b. Lots located within area B on Map Number 34-1 and rear yard infill dwellings in the R-2H zones shall provide a minimum of:

(1) One infill unit only: one parking space per dwelling unit;

(2) More than one infill unit and multiple-family units: one parking space per dwelling unit for units with one or fewer bedrooms and one and one-half parking spaces per dwelling unit for units with two or more bedrooms.

c. Lots in areas outside of the areas designated on Map Number 34-1 shall provide a minimum of two parking spaces per dwelling unit, except:

(1) In mixed-use developments in which at least twenty-five percent of the gross floor area of the development is provided in a permitted nonresidential use, a minimum of one and one-half spaces per dwelling unit with two or fewer bedrooms shall be provided. Parking for nonresidential uses shall be provided as otherwise required by this title.

(2) In multiple-family developments with more than one hundred dwelling units, a minimum of two parking spaces shall be provided for the first one hundred dwellings with two or fewer bedrooms, and a minimum of one and one-half parking spaces shall be provided for each dwelling with two or fewer bedrooms in excess of the first one hundred dwellings. A minimum of two spaces shall be provided for each dwelling with three or more bedrooms.

d. Developments in the R-1(A) and R-2(A) zones shall provide a minimum of two parking spaces per dwelling unit.

e. Senior citizen housing developments shall provide a minimum of one parking space per dwelling unit, except in the C-2 ES zone and E-1 MUO zone, the minimum requirement shall be 0.75 off-street parking space per dwelling unit. The applicant shall provide a covenant in a form acceptable to the city which runs with the land stating that the housing units shall be limited to occupancy by senior citizens. Conversion to nonsenior citizen housing shall not be permitted unless meeting the parking standards of this section.

Is hereby amended to read:

B. Off-Street Parking Requirements for Multiple-Family Dwellings and Rear Yard Infill Dwellings. The intent of this section is to require off-street parking for the residents of multiple-family developments to be provided on the development site, and to recognize differences between areas which should have a lesser need for automobile use due to availability of transit service, adequate pedestrian facilities, and the proximity of services within walking distance. The intent is also to provide incentive to retain existing historic structures or other residential dwellings.

1. Parking for multiple-family dwellings shall be provided according to the location of the property, as provided herein. For purposes of this section, any room other than a

kitchen, bathroom, living room or dining room, such as a den, study, office or other similar room, shall be considered a bedroom.

a. Lots located within area A on Map Number 34-1 shall provide a minimum of one parking space per dwelling unit.

b. Lots located within area B on Map Number 34-1 and rear yard infill dwellings in the R-2H zones shall provide a minimum of:

(1) One infill unit only: one parking space per dwelling unit;

(2) More than one infill unit and multiple-family units: one parking space per dwelling unit for units with one or fewer bedrooms and one and one-half parking spaces per dwelling unit for units with two or more bedrooms.

c. Lots in areas outside of the areas designated on Map Number 34-1 shall provide a minimum of two parking spaces per dwelling unit, except:

(1) In mixed-use developments in which at least twenty-five percent of the gross floor area of the development is provided in a permitted nonresidential use, a minimum of one and one-half spaces per dwelling unit with two or fewer bedrooms shall be provided. Parking for nonresidential uses shall be provided as otherwise required by this title.

(2) In multiple-family developments with more than one hundred dwelling units, a minimum of two parking spaces shall be provided for the first one hundred dwellings with two or fewer bedrooms, and a minimum of one and one-half parking spaces shall be provided for each dwelling with two or fewer bedrooms in excess of the first one hundred dwellings. A minimum of two spaces shall be provided for each dwelling with three or more bedrooms.

d. Developments in the R-1(A) and R-2(A) zones shall provide a minimum of two parking spaces per dwelling unit.

e. Senior citizen housing developments shall provide a minimum of one parking space per dwelling unit, except in the C-2 ES zone and E-1 MUO zone, the minimum requirement shall be 0.75 off-street parking space per dwelling unit. The applicant shall provide a covenant in a form acceptable to the city which runs with the land stating that the housing units shall be limited to occupancy by senior citizens.

Conversion to nonsenior citizen housing shall not be permitted unless meeting the parking standards of this section.

f. Supportive Housing Developments shall provide a minimum of one parking space per 4 dwelling units. The Planning Director may approve a modification to this standard if a parking study for the use of the lot is prepared by a professional with expertise in preparing traffic and parking analysis demonstrates to the satisfaction of the Director that a lesser standard is adequate. The applicant shall provide a covenant in a form acceptable to the City which runs with the land stating that the supportive housing units shall be limited to occupancy by low income households. Conversion to non-supportive housing shall not be permitted unless meeting the parking standards of this section.

Section 8. Section 39 of Ordinance No. 1671-89, as amended (EMC 19.39), is amended by the addition of the following, which shall be codified as EMC 19.39.155:

39.155 Supportive Housing

A. Permanent Supportive Housing shall comply with the development standards and design guidelines for Multiple Family Development for the zone in which such housing is located except as specified herein.

1. The allowed density shall be the number of units that can be placed on the site while meeting the dimensional standards and all other required standards of the zone in which the project is located except that in single-family zones, building height shall be determined during the review process based upon compatibility with surrounding uses.

2. Access to transit must be available within 500 feet of the development.

3. A written management plan shall be provided for the review and approval of the planning director. At a minimum, a management plan shall address the following components:

a. Specify the nature of the supportive housing project and its intended occupants;

b. Identify potential impact(s) on nearby residential uses and proposed methods to mitigate those impacts;

c. Include a neighborhood outreach plan that addresses how the applicant will communicate with and inform the neighborhood before and after project approval.

d. Identify the project management or agency to whom support staff are responsible and who will be available to resolve concerns pertaining to the facility. The plan shall specify procedures for updating any changes in contact information;

e. Identify staffing, supervision and security arrangements appropriate to the facility.

A 24-hour on-site manager is required;

f. On-site services shall be for residents of the facility only;

g. The Management Plan will contain requirements for updating all contact information to the city when changes occur;

h. If the planning director determines at any time there is evidence of fraud in obtaining the permit; concealment or misrepresentation of any material fact on the application or on any subsequent applications or reports; or that the supportive housing project is found to be in violation of the approved plans, conditions of approval, or the terms of the permit or management plan, and the owner has failed to correct the violation after proper notice thereof; then the City may initiate compliance proceedings as provided by EMC Chapter 1.20.

5 A use compliance inspection or report may be required periodically by the City as determined by the Planning Director. If a permanent supportive housing project is discontinued or abandoned, future use of the property shall be in conformance with the use and development standards of the underlying zone or overlay zone.

Section 9. Chapter 4 of Section 3(B) of Ordinance No. 2530-01, as amended (EMC 15.16.080A), is amended by the addition of the following:

Supportive housing development as provided in Section 19.39.155.

Section 10. Chapter 4 of Section 4(B) of Ordinance No. 2530-01, as amended (EMC 15.16.110A), is amended by the addition of the following:

Supportive housing development as provided in Section 19.39.155.

Section 11. 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 12. 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 13. 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 14. 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.

Ray Stephanson, Mayor

ATTEST: _____
CITY CLERK

Passed: _____

Valid: _____

Published: _____

Effective Date: _____

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Award Request for Proposal	_____	Briefing	COUNCIL BILL #	_____
2015-097 for Ambulance	_____	Proposed Action	Originating Department	Finance/Purchasing
Transport Services to	_____	Consent	Contact Person	Clark Langstraat
Platinum Nine Holdings,	x	Action	Phone Number	425-257-8901
LLC dba NW Ambulance	_____	First Reading	FOR AGENDA OF	June 1, 2016
	_____	Second Reading		
	_____	Third Reading		
	_____	Public Hearing		

Initialed by:
 Department Head _____
 CAA _____
 Council President 

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
	Authorize Request for Proposal	Contract	Fire, Purchasing

Amount Budgeted	\$158,167.04	
Expenditure Required	\$158,167.04	Account Number(s): Fire/EMS
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The Fire Department Emergency Medical Services (EMS) Division is seeking a single vendor to provide transport for Basic Life Support patients to area hospitals. This vendor will replace the rotation of several private ambulance companies currently providing transport services. The selected ambulance company will provide transport only after EMS has responded to the initial call.

The Request for Proposal (RFP) was sent to all area ambulance companies, advertised in the Herald and posted on the City's website. One response was received, from NW Ambulance. Fire has reviewed this response and found that it is responsive to the RFP and complies with the stated requirements. Staff is recommending award of the RFP to NW Ambulance.

RECOMMENDATION (Exact action requested of Council):

Award Request for Proposal 2015-097 for Ambulance Transport Services and Authorize the Mayor to Sign a Contract with Platinum Nine Holdings LLC, dba NW Ambulance in the amount of \$158,167.04, substantially in the form provided.

CITY OF EVERETT

**CONTRACT FOR
BASIC LIFE SUPPORT AMBULANCE SERVICES**

This Contract is made effective _____ (the “Effective Date”), and entered into by and between the City of Everett (“Everett” or “City”), a Washington municipal corporation; and Platinum Nine Holdings, LLC dba NW Ambulance (“Contractor”), a Domestic Limited Liability Company of the State of Washington, and authorized to do business in the State of Washington.

Contractor Business	Platinum Nine Holdings, LLC dba NW Ambulance
Name of Representative	Jeremy Yoder, General Manager
Contractor Address	706 Cedar Ave, Marysville WA 98270
Contractor Phone	425-877-3417
Contractor Fax	360-386-8426
Contractor E-mail	jyoder@nwamb.us

WHEREAS, the purpose of this contract is to provide the City of Everett with Ambulance Services; and

WHEREAS, Contractor was selected as a result of a Request for Proposal 2015-097;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the scope of work contained herein, as attached and made a part hereof, Everett and Contractor mutually agree as follows:

Contractor shall provide city-wide ambulance transport services for Basic Life Support (BLS) patients that have been screened and medically evaluated by the Everett Fire Department (EFD) and transferred to the Contractor for transport to an appropriate medical facility. The EFD will remain the first responder for all 9-1-1 calls, will perform triage and interrogation of all patients and provide Advanced Life Support (ALS) treatment and transport.

1.0 Definitions:

“At Scene Time” means the point in time when the ambulance unit is physically stopped or staged at the correct scene. In situations where the unit has been directed to respond to a location other than the scene, e.g., staging areas for hazardous materials/violent crime incidents, or non-secured scenes, “at scene time” shall be the point in time the ambulance unit reports it has arrived at the designated staging location. In instances when an ambulance unit fails to report when it

has arrived “at scene,” “at scene time” shall mean the point in time of the first communication or status transmission from a mobile data terminals verifiably transmitted from the scene by that ambulance unit.

“City” means the City of Everett, Washington.

“Contractor” means **NW Ambulance**.

“Critical care transport” or “CCT” means the inter-facility transport of a patient whose condition requires ALS services.

“EFD” means the Everett Fire Department

“Request Received” means the point in time when the incident address is confirmed by the Contractor’s dispatcher.

“Response Time” means the time interval from the time when the Contractor’s data records system electronically time stamps the call requesting service to the time an ambulance unit arrives at the scene of the incident.

“Unit Hours” means amount of time calculated in hours that a fully staffed and equipped apparatus is available for service.

2.0 Patient Care Performance

2.1 Standards: The Contractor shall continuously meet or exceed the patient care performance standards set forth in State law and the Snohomish County EMS Pre-Hospital Care Treatment Guidelines, Protocols and Procedures. Additionally the Contractor shall have its own medical direction and performance review programs.

2.2 Transport Protocols:

2.2.1 EFD will provide the rapid initial response to all requests for emergency medical assistance within the City. Except in limited circumstances, the Contractor shall not provide rapid initial response or ALS to medical emergencies within the City.

2.2.3 When the Contractor arrives at an incident scene in response to a EFD request, the Contractor’s personnel shall report to the ranking EFD official or his or her designee in charge of the emergency who shall, when appropriate, designate the mode of transportation and the hospital to be utilized. Patients in a life-threatening or potentially life-threatening condition shall be transported to area hospitals as directed by EFD.

2.2.4 The Contractor shall immediately request an EFD response if the Contractor receives a request for assistance from a citizen for any medical emergency.

2.2.5 Critical Care Transport (CCT) of patients. The Contractor will record and routinely review with EFD all direct requests from medical providers to transport critical but stable patients between medical facilities for the purpose of assessing which were subsequently picked up by EFD. The Contractor shall refer to EFD all requests for inter-hospital transportation involving critically ill, unstable patients.

2.2.6 In the event the Contractor's dispatcher determines an EFD rapid initial response is required, the call will be immediately patched back to EFD.

2.2.7 In the event the Contractor's unit arrives on-scene and determines that an ALS response is required, the Contractor shall immediately notify EFD.

2.2.8 Due to the nature of BLS transport within the City of Everett EMS system, all transports to area hospitals from the scene of an incident shall be non-priority (Non-Code - without lights and sirens) unless the patient's condition is actively deteriorating in which case, EFD dispatch should be immediately notified. If transport subsequently becomes priority (Code – with lights and sirens) the incident should be reported in the next monthly performance report for an exception from liquidated damages.

2.2.9 In the event that a BLS transport being handled by the Contractor becomes an emergency requiring the services of an ALS technician, the Contractor shall immediately request the services of EFD.

2.3 Patient Care Performance Standards Monitoring

The Contractor shall ensure its personnel complete documents related to responses and patient care, including, but not limited to: electronic Pre-hospital Care Reports (e-PCRs); Against Medical Advice (AMA) Summary Audits; and ambulance response failure/ unusual occurrence forms and other forms needed for providing such patient care. Such documents shall be made available to the City upon request. The City reserves the right to require the use of certain forms or to approve the content of any Contractor forms, if, in the City's judgment, the Contractor forms are not adequate to provide the information needed for quality patient care, The Contractor shall provide to EFD by the 10th day of each calendar month a report summarizing its patient care performance during the preceding month. The Contractor and EFD shall meet monthly to discuss matters of concern and to review adherence to patient care performance standards and transport protocols. The purpose of these meetings will be to maintain open and proactive communications, resolve problems, and to provide a forum to confer about patient care performance on the part of the Contractor or EFD.

2.3.1 ESO Solutions. Patient Care Reports (PCRs) shall be recorded electronically, referred to as an electronic Patient Care Report or ePCR. The required ePCR software is ESO Solutions. The Contractor will assure that each ambulance is equipped with ePCR capable recording equipment to maintain patient care reports on Everett Fire patient transports. The Contractor is responsible to assure all Snohomish County ePCR requirements are met regarding standards of acceptable reporting and time limits for

finalizing and submitting electronic reports. The Contractor will also assure that information can be electronically transmitted from the contractor's ePCR software to and from Everett Fire's ePCR software.

3.0 Response Time Performance

3.1 Requirements

In order to reliably track and report on response time performance, the Contractor is required to transmit response data to SNOPAC via direct electronic transfer facilitated by Mobile Data Terminal (MDT) or over the radio. Response data will include at a minimum: Time of dispatch; time in route; time of arrival at scene; time of arrival at patient; time of initiation of transport; time of transport complete and time in service. The Contractor shall meet or exceed the response time standards set forth in subsection 3.2 and 3.3. Response times shall be measured in minutes and seconds, and shall be timed-stamped by the SNOPAC computer aided dispatch (CAD) system. Liquidated damages for exceeding the response time standard will be assessed as provided in Section 11 (Finance).

Recognizing that operations are impacted by weather and other occurrences of nature as well as the state of regional and national disasters, EFD has established two operational levels with different standards for response time and/or liquidated damages. Regardless of operational level, Code will mean responses made with both lights and sirens in operation while Non-Code means without either lights or siren in operation.

3.2 Normal Operations

Normal Operations is defined as that time during which there is no extraordinary weather or heightened circumstances due to manmade threat or natural disasters either locally or nationally. Normal Operation needs no special declaration. It is the baseline which may be changed by EFD to Modified Operations.

3.1.1.1.1.1.1.1.1 3.2.1 "Code" Response Performance Standard. The Contractor shall respond to ninety percent (90%) of all "Code" requests which have not been exempted from such time performance standards within 9:59 minutes. Liquidated damages for late arrival on scene will be assessed per minute for up to five minutes after which liquidated damages for a non-response will be assessed.

3.1.1.1.1.1.1.1.1 3.2.2 “Non-Code” Response Performance Standard – The Contractor shall respond to ninety percent (90%) of all “Non-Code” requests which have not been exempted from such time performance standards within 14:59 minutes. Liquidated damages for late arrival on scene will be assessed per minute for up to five minutes after which liquidated damages for a non-response will be assessed.

3.1.1.1.1.1.2 3.3 Modified Operations

3.1.1.1.1.1.3 Modified Operation includes times of severe weather, other natural conditions or circumstance that impede routine delivery of service that are beyond the control of the Contractor and are typically effecting the entire City. The Fire Chief shall determine when Modified Operations commence and when Modified Operations return to Normal Operations.

3.1.1.1.2 3.3.1 “Code” Response Performance Standard – The Contractor shall respond to ninety percent (90%) of all “Code” requests which have not been exempted from such time performance standards within 14:59 minutes. Liquidated damages for late arrival on scene will be assessed per minute for up to five minutes at which time the request is considered non-responsive and liquidated damages for a non-response will be assessed.

3.1.1.1.2.1.1.1 3.3.2 “Non-Code” Response Performance Standard. The Contractor shall respond to ninety percent (90%) of all “Non-Code” requests which have not been exempted from such time performance standards within 19:59. Liquidated damages for late arrival on scene will be assessed per minute for up to five minutes at which time the request is considered non-responsive and liquidated damages for a non-response will be assessed.

3.4 Natural or Man-made Disasters

During periods of time determined to be natural or man-made disasters as declared by the State of Washington all liquidated damages are waived until such time as Normal Operations can continue.

3.5 Performance Incentive

For any calendar month, EFD will waive liquidated damages for late arrivals that are not considered non-responsive, if the Contractor meets or exceeds the response time standards for ninety five percent (95%) of requests which have not been exempted from such time performance standards Citywide.

3.1.1.1.2.2

3.6 Response Time Performance Monitoring

Performance reports created by the Contractor are to be based on verifiable data from the SNO-PAC CAD system. The Contractor shall provide to EFD by the 10th day of each calendar month a draft report detailing its response time performance citywide. Along with this report, the Contractor is to submit any requests for exemptions from the imposition of liquidated damages. The Contractor shall document each instance wherein a response was in excess of the response

performance standard and for which a liquidated damage exemption is being sought and shall detail the reasons for such an exemption request based on the guidelines for exemptions in Section 11 (Finance). EFD will respond to requests for exemption within five business days of receipt of the exemption request. The Contractor shall submit the final report or request further review of denied exemptions within 5 business days of receipt of the EFD response. Failure by the Contractor to meet submission dates will result in automatic waiver of exemption requests.

3.7 Quality Improvement Program

The Contractor shall take all steps necessary to eliminate causes of poor response time performance and upon request shall provide the City with a summary of such corrective actions. In addition to the Quality Improvement reviews described in Patient Care Performance (Section 2.3 above), the reporting in Response Time Performance (Section 3 above) and its program for Quality Improvement for Dispatch Communications (Section 5.3 below), the Contractor shall develop and maintain a Quality Improvement Program that includes, at a minimum:

3.7.1 Review of incident reports with EFD and other governmental agencies to evaluate Contractor's performance;

3.7.2 Establishment of a Quality Improvement peer review committee designed to review documentation and performance of pre-hospital care personnel;

3.7.3 Observation and evaluation of EMTs in the field, including patient assessment, diagnosis, protocol selection and compliance, and procedural competency.

3.8 Inquiries and Complaints

The Contractor shall provide prompt written responses and follow-up to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions. Contractor shall, on a monthly basis, submit to EFD a list of all complaints received and their respective dispositions. Copies of such complaints will be made available to the City upon request. Any complaint received by the City shall be forwarded to the Contractor for action and the Contractor shall forward the disposition of the complaint to the City within fifteen business days of receipt.

4.0 Factors of Production

All equipment, supplies, facilities, locally assigned personnel, and other production factors utilized by the Contractor in performing the services under the Contract resulting from this solicitation, whether furnished by the City or not, shall be devoted to the services under the Contract.

4.1 Initial Coverage Plan

During the first three (3) months of operations, the Contractor shall adhere to the initial coverage plans submitted in its proposal or a modification of that plan which is approved by the City. Thereafter, in the Contractor's discretion, the plan

of coverage may be altered by the Contractor to produce the required response time performance with the greatest possible efficiency.

4.2 System Status Management Plan/Unit Hour Utilization

The Contractor is encouraged to be innovative in developing and implementing sophisticated techniques for maximizing unit hour utilization. The Contractor shall submit to the City for review, its system status management plan detailing its deployment methods and unit levels to provide coverage within the City of Everett service area.

4.3 Dispatch and Communications

4.3.1 City Provided Radio Frequency: The City shall provide radio frequency for use between the EFD and the Contractor. The City will provide the primary EFD –to – Contractor communication system channel for Contractor's use including authorization to use a designated channel of the Everett/Snohomish County 800 MHz radio and repeater system.

4.3.2 Furnishing of Dispatch/Communication Equipment and Personnel: The Contractor shall furnish, operate, maintain, and replace or upgrade all dispatch and communication equipment, radios, telephone equipment, computer aided dispatch (“CAD”) system equipment, including hardware and software supporting the interface and security technology, communication infrastructure enhancements (such as CAD upgrades, mobile data terminals, automatic vehicle locators, etc.) and all other equipment and software necessary for the provision of emergency and non-emergency BLS services. All personnel employed as dispatchers shall be trained in an appropriate manner.

4.3.3 Computer Aided Dispatching: The Contractor shall provide a CAD system to record dispatch information for all requests for services and install and maintain an interface to the EFD CAD system. This system must meet the following requirements:

4.3.3.1 Allow SNOPAC Dispatchers to electronically transmit 9-1-1 call and incident information from the EFD CAD system directly to the Contractor’s CAD system.

4.3.3.2 Transmit the real time status and location (geo-coordinates) for all Contractor ambulances that serve the City.

4.3.3.3 Record the EFD incident number for every ambulance dispatched to an EFD incident and includes the EFD incident number and other unique key data with the status and location information.

4.3.3.4 The Contractor will provide all networking, firewall and other communications equipment necessary to support the interface and will provide all network connections whether leased from a commercial carrier or otherwise.

4.3.3.5 The Contractor will provide the technology described herein to ensure 99.99% availability of the network connecting the two CAD systems and 99.99% availability of the technology maintained at the Contractor's premise.

4.3.3.6 Operation and availability of the interface will not excuse the Contractor from meeting the performance and other standards described in this solicitation.

4.3.3.7 New World Systems. The preferred dispatching and tracking software will be New World Systems. The Contractor will provide all networking, firewall and communication equipment necessary (including mobile data terminals) to support the New World Systems

5.0 Dispatch and Communications

The Contractor shall record and maintain for a minimum of 365 days by tape or other voice recording media all radio and telephone communications with and between persons/agencies requesting ambulance service, its units, personnel, and the Contractor's EMS Communications Center, including time track. Such recordings and records shall be made available to the City upon request.

5.1 Emergency Alerting Devices:

The Contractor shall equip each ambulance unit with emergency alerting devices and installed radio communications equipment capable of notifying ambulance personnel of response needs. In addition, each ambulance unit shall contain at least one portable two-way radio to provide the driver or attendant with alerting and two-way communications capabilities when away from the ambulance unit.

5.2 Cooperation in Upgrading City's System: The Contractor shall cooperate with the City during its planning and implementation of upgrades and enhancements to the City's dispatch and communications system.

5.3 Quality Improvement Program for Dispatch and Communications: The Contractor shall develop and maintain an internal Quality Improvement (QI) program for its dispatch/communications center, which shall, at a minimum, include a mechanism for the identification and resolution of problems or potential problems related to dispatch and communications; and a dispatch/communications center QI committee that meets regularly to consider the following issues: receipt of call, compliance with prescribed call triage guidelines, appropriate dispatch procedures, unit coverage and unit utilization, system status management plan including posting locations, all call response time elements, and crew/dispatch rapport.

6.0 Ambulance Vehicles

The Contractor shall furnish, operate, maintain and replace as necessary any and all ambulance vehicles, equipment and supplies.

6.1 Vehicle Specifications

Vehicles shall be of a Type I, II, or III and shall meet or exceed the higher of the current Federal KKK-A-1822 standards and applicable State of Washington requirements. Vehicles must be of a condition and mileage consistent with section 6.4 below to be able to fulfill the BLS patient care and transport requirements of the contract. Replacement vehicles shall meet the then current Federal KKK standards at the time of the vehicle being placed into service, except where such standards conflict with State of Washington standards, in which case the higher standards shall prevail.

6.2 Vehicle Report

The Contractor shall maintain and provide to the City a complete listing of all vehicles including reserve vehicles used in the performance of the Contract, including their license and vehicle identification numbers, and the name and address of the lien holder, if any. Changes in the lien holder, as well as the transfer of ownership, purchase, or sale of vehicles used under the contract shall be reported to the City within ten (10) calendar days of such occurrences.

6.3 Minimum Inventory of Vehicles

The Contractor shall furnish a sufficient number of ambulances equipped for emergency and non-emergency BLS ambulance services to maintain a surplus of ambulances in excess of peak hour coverage requirements in the region. The Contractor shall maintain a minimum vehicle inventory and on-board equipment equal to 125% of peak ambulance coverage.

6.4 Vehicle Replacement Program

The Contractor shall develop and implement a vehicle replacement program that incorporates provisions to rotate older vehicles out of front line service. Gasoline powered units shall be replaced with units that comply with 6.1 prior to 125,000 miles and diesel powered units shall be replaced prior to 250,000 miles with vehicles in compliance with 6.1.

6.5 Vehicle Equipment and Supplies

Each ambulance unit shall, at all times, maintain an equipment and supply inventory sufficient to meet Snohomish County EMS Pre-Hospital Care Treatment Guidelines, Protocols and Procedures (see Appendix A).

6.6. Ambulance Unit Maintenance

All vehicles, equipment and supplies shall be maintained in a clean, sanitary, and safe mechanical condition at all times. The Contractor shall provide a vehicle maintenance program that is designed and conducted to achieve high standards of reliability appropriate to a modern emergency and non-emergency BLS ambulance service by utilizing appropriately trained personnel knowledgeable in the maintenance and repair of ambulances, developing and implementing standardized maintenance practices, and incorporating an automated maintenance

program record keeping system.

6.7 Vehicle Markings and Advertising Restrictions

All advertising and markings on ambulance units shall emphasize the "9-1-1" emergency telephone number. The advertising of other telephone numbers for any type of emergency service is not permitted.

6.8 [Not Used]

6.9 Bariatric Response Unit

The Contractor shall provide a Bariatric Response Unit that meets the standards identified in 6.1 above and is suitable for transporting patients identified to be of greater weight than is suitable for the normal fleet of ambulances. Exhibit A contains includes a description of both the bariatric response vehicle itself, the minimum equipment inventory to be stored in it, and a description of the mechanism that will be used for inventorying and assessing the ongoing usefulness of such equipment.

6.10 Vehicle Collision Reporting

The Contractor shall report monthly all vehicle collisions involving Contractor's vehicles.

7.0 Contractor's Personnel

7.1 Staffing

Each ambulance unit responding to requests for BLS service shall have at least two personnel who are certified and accredited as Basic Life Support Emergency Medical Technicians, as defined in RCW 18.73 and WAC 246-976 as now or hereafter amended.

7.2 Driver Training and Area Knowledge

Prior to driving any ambulance pursuant to this Contract, the Contractor's ambulance operators must successfully complete an Emergency Vehicle Operator's Course. Additionally each driver shall have knowledge of the geographic area of the City of Everett and the ability to read maps prior to driving any ambulance units.

7.3 Safety Program

The Contractor shall take actions necessary to minimize the risk of disease or injury to all employees, and provide a safety and risk program that instructs all employees in safety practices and prepares them to avoid risks. The Contractor shall establish a safety committee that is representative of all departments of the Contractor's local operation, with the exception of strictly administrative ones, that meets on a regular basis to review and make recommendations regarding the Contractor's operations as it applies to issues of risk and safety. The EFD shall be

invited to participate in all safety committee meetings.

7.4 Work Schedules/Working Conditions

The Contractor shall utilize reasonable work schedules and shift assignments that provide adequate working conditions. The primary concern is patient care, and the Contractor shall utilize management principles that ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime, are not exhausted to an extent that may impair judgment or motor skills.

Because of the wide variety of management practices utilized throughout the industry, no specific requirements or restrictions regarding work schedules and working conditions shall apply. The City reserves the right to view schedules prior to implementation and to review them at any time.

If events warrant such action, the City may require revision of the established work schedule to address rest periods for extended shifts and standards limiting the use of back-to-back shifts and mandatory overtime, as deemed necessary to protect patients from the possibility of error caused by exhaustion of field personnel.

7.5 Compensation and Fringe Benefits

The Contractor shall provide its employees with compensation and fringe benefits to promote a professional and motivated work force. The combined compensation and fringe benefit program for field personnel, on-site management, and EMS dispatch personnel should provide a financial benefit to those personnel that is, at least, substantially equivalent to the average rate of compensation for similar private sector field personnel in similar sized and cost-of-living areas of the United States. These specific wage or salary packages should be structured so that the overall combination of wages, benefits, shift schedules, working conditions, and factors related to job satisfaction will work to reduce employee turnover. Other employee incentives such as retirement savings programs are encouraged.

7.6 New Employee Recruitment, Screening, and Orientation Program

The Contractor shall operate an aggressive, stringent, and comprehensive program of initial and ongoing personnel recruitment, screening, and orientation designed to attract, select, and thoroughly orient, prior to field or EMS dispatch placement, individuals who are among the industry's most qualified candidates for EMS employment.

The recruitment, selection and retention of high quality on-site management personnel are paramount to the success of this program. Therefore, Contractor is highly encouraged to select such personnel carefully.

The Contractor will provide a reasonable opportunity for the work force of the previous provider

to seek employment opportunities with the Contractor.

7.7 Employee Training and Orientation of City's EMS System

The Contractor shall coordinate with EFD to provide supervisory, field, and dispatch personnel assigned to the City with an orientation on the City's EMS System prior to field assignment. This program shall be subject to the review and approval of the EFD. Additionally, the Contractor shall grant EFD access to information regarding the Contractor's personnel, equipment and operation to assure compliance with contract terms for these areas.

7.8 Character and Competence of Personnel

The Contractor shall ensure that its personnel conduct themselves in a professional and courteous manner. The Contractor's personnel shall be competent, holders of required permits or certificates in their respective trades or professions and shall undergo background checks and drug testing as a condition of employment. The City may demand the removal of any employee or subcontractor of the Contractor for misconduct or incompetent or negligent performance. Such persons shall not be allowed to perform services on this contract with the City without the written consent of the City.

8.0 Additional Contactor Responsibilities

8.1 Outside Work

The Contractor may do other work within the City limits (e.g., scheduled transports, non-ambulance medical transportation, special event standby coverage, HMO/Government contract work, etc.), provided the outside work does not negatively affect the Contractor's peak load capacity, disaster readiness, and overall efficiency, and does not detract from the Contractor's contractual obligations to the City.

Requests for service and/or contractual obligations outside of the city in other regions which would draw down the Contractor's resources below 125% of peak coverage will be subject to approval by EFD.

8.2 Major Emergency and Disaster Response within the City of Everett Limits

The Contractor acknowledges that the City is entering into an Contract with the Contractor for the benefit of the public. The Contractor shall consider the City as its first priority and shall make its best effort to provide BLS services to the City in a timely manner. The Contractor shall develop a plan for the immediate recall of personnel to staff units during multi-casualty situations; times of peak overload, or major emergency and disaster situations. This plan shall include the ability of the Contractor to alert off-duty personnel.

The Contractor shall participate in training programs and exercises designed to upgrade, evaluate, and maintain readiness of the City's EMS system's disaster and multi-casualty response system.

8.3 Public Information and Education

The Contractor shall participate in Everett and regional EMS system public education and information programs including press relations, explanations regarding rates, regulations and system operations, increasing public awareness and knowledge of the EMS system, injury/mortality prevention/reduction, and general health and safety promotion.

8.4 Integration of Services

Contractor shall integrate its services with the services of other EMS System participants including first responder agencies, public safety agencies, hospitals, other health professionals, and neighboring ambulance provider agencies. In addition to the other provisions set forth in this RFP, Contractor shall be an active participant in the Regional EMS System.

8.5 Mutual Aid Agreements

The Contractor may enter into and use mutual aid agreements with other private ambulance providers to augment the Contractor's services during peak load periods (e.g. sporting events) or during major emergency and disaster responses. Prior to execution of such mutual aid agreements, the Contractor shall submit the agreement to EFD for review and approval.

9.0 Local Administrative Office

The Contractor shall maintain an administrative office within twenty miles of EFD Headquarters, 2930 Wetmore Ave, Everett, WA 98201. This office will be established within 60 days after the Effective Date.

10.0 Inspections

At any time during normal business hours, and as often as may reasonably be deemed necessary, the City representatives and the EMS Medical Director(s), may observe the Contractor's operations. Additionally, the Contractor shall make available for their examination and audit, all contracts, invoices, materials, payrolls, inventory records, records of personnel (with the exception of confidential personnel records), daily logs, conditions of employment, all operational and procedure policy manuals, excerpts or transcripts from such records, all relevant fiscal records and other data related to all matters covered by this contract.

City representatives and the EMS Medical Director(s), may, at any time, and without notification, directly observe Contractor's operation of its EMS Communications Center, maintenance facility, or any ambulance post location, and a City representative and the EMS Medical Director(s), may, at any time, ride as a third person on any of the Contractor's ambulance units, provided however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with

Contractor's employees in the performance of their duties, and shall, at all times, be respectful of Contractor's employer/employee relationship.

The City's right to observe and inspect Contractor's business office operations or records shall be restricted to normal business hours, and reasonable notification shall be given by Contractor in advance of any such visit.

The Contractor will cooperate with and respond to the Everett Fire Department, the EMS Medical Director and the City on all matters related to the provision of emergency and non-emergency BLS ambulance services.

11.0 Finance

11.1 Billing, Collections and Reporting

The Contractor shall be responsible for all billing and collection functions related to BLS transport services. The Contractor shall perform all such billing and collection functions in a professional and courteous manner and in accordance with applicable federal, state and local laws, regulations, procedures and policies including, without limitation, collection and credit reporting laws.

The Contractor will not attempt to collect fees at the scene, in route, or upon delivery of the patient to a health facility for services rendered.

The Contractor shall maintain billing and accounts receivable information. The Contractor shall provide, within ninety (90) days after the end of each of the Contractor's fiscal years, data that clearly identify collection rates and compliance with rate structure, and the preliminary balance sheet and income statement for its operations within the City. The City shall have the right to examine/audit financial records at any reasonable time. The City will maintain confidentiality of submitted financial records and statements, subject to the requirements of law.

The contractor shall provide a City of Everett Notice of Privacy Practices (NPP) with every billing unless the contractor has proof of receipt (signature) of such NPP from prior service provision to patient. The contractor will provide a new NPP to each patient at time of billing whenever that policy is updated.

11.2 Contractor Payments to the City

11.2.1 Monthly Payment: The Contractor shall make an annual payment of \$158,167.04 payable in equal monthly payments of \$13,180.59 to the City to cover the City's costs of administering the Contract and providing resources to support BLS transport. Such costs include and are not limited to:

11.2.1.1 The costs associated with the dispatch of and communication with EMS providers, including the Contractor's use of the City's radio frequency and the City's equipment, hardware, software, and maintenance to support such frequency;

11.2.1.2 The City's incremental cost associated with monitoring Contractor's compliance with the Contract; and,

11.2.1.3 The City's incremental cost associated with medical control and quality assurance.

11.2.1.4 This payment amount shall be adjusted annually for inflation.

11.3 Compensation and Rates

11.3.1 Compensation: The Contractor's sole financial compensation for services rendered under the Contract shall be the rates billed and collected from patients and responsible third parties. The City, local tax support, or subsidy shall not fund any services provided by Contractor.

11.3.2 Rates: The Contractor's rates proposed on Fee Proposal form shall be inclusive of all Contractor's costs. Contractor shall not separately charge, separately invoice, or separately itemize on invoices disposable supplies, equipment usage, or recoupment of payments made including liquidated damages to the City pursuant to Sections 11.2 and 11.4.

Except as required by law, the Contractor shall charge customers resulting from the scope of this Contract the rates not to exceed those proposed on Fee Proposal Form. Except as required by law or as approved by the City, the Contractor shall charge all customers for BLS transports resulting outside the scope of this Contract and occurring within the City limits rates no less than the rates proposed on Fee Proposal form. Upon request of the Contractor, EFD may authorize an increase based on CPI of the rates on the Fee Proposal form.

11.4 Liquidated Damages

This Contract provides for the payment by the Contractor of liquidated damages in certain circumstances of nonperformance, breach and default. Each party agrees that the damaged party's actual damages in each such circumstance would be difficult or impossible to ascertain and that the liquidated damages provided for herein with respect to each such circumstance are intended to place the damaged party in the same economic position as it would have been in had the circumstance not occurred. Nothing in this Section shall be construed to limit any remedies, including termination, provided for herein with respect to any nonperformance, breach or default by the Contractor. The Contractor shall pay liquidated damages to the City for failure to meet patient care standards and response time standards described in Section 2 which details performance standards for the two operational levels. Every call that does not adhere to the performance standards shall first be classified as an alleged performance failure. Each alleged performance failure shall be investigated by the Contractor and evaluated by the City. The City shall determine whether there were appropriate or acceptable extenuating circumstances that caused or significantly contributed to the performance failure. The Contractor shall pay liquidated damages to the City for all performance failures that are determined to be the fault of

the Contractor and not the result of an extenuating circumstance. All payments for liquidated damages shall be payable to "City of Everett".

3.1.1.2 11.4.1 For each Normal Operations "Non-Code" request that exceeds 14:59 minutes, the Contractor shall be assessed liquidated damages at a rate of fifty dollars (\$50) per minute or fraction thereof for each minute late up to five minutes. For any response greater than 5 minutes late, the Contractor shall be deemed to have failed to respond to the request and a total of five hundred dollars (\$500) in liquidated damages will be assessed for a failed response.

3.1.1.3

3.1.1.4 11.4.2 For each Normal Operations "Code" request that exceeds 9:59 minutes, the Contractor shall be assessed liquidated damages at a rate of fifty dollars (\$50) per minute or fraction thereof for each minute late up to five minutes. For any response greater than 5 minutes late, the Contractor shall be deemed to have failed to respond to the request and a total of five hundred dollars (\$500) in liquidated damages will be assessed for a failed response.

3.1.1.5

3.1.1.6 11.4.3 For each Modified Operations "Non-Code" request that exceeds 19:59 minutes the Contractor shall be assessed liquidated damages at a rate of fifty dollars (\$50) per minute or fraction thereof for each minute up to five minutes. For any response greater than 5 minutes late, the Contractor shall be deemed to have failed to respond to the request and a total of five hundred dollars (\$500) in liquidated damages will be assessed for a failed response.

3.1.1.7 11.4.4 For each Modified Operation "Code" request that exceeds 14:59 minutes, the Contractor shall be assessed liquidated damages at a rate of fifty dollars (\$50) per minute or fraction thereof for each minute up to five minutes. For any response greater than 5 minutes late, the Contractor shall be deemed to have failed to respond to the request and a total of five hundred dollars (\$500) in liquidated damages will be assessed for a failed response.

11.4.5 Liquidated Damages for Dropping Below 125% of Peak Coverage: For any day that the Contractor fails to have adequate vehicle inventory to cover 125% of peak coverage, the Contractor shall be assessed liquidated damages at a rate of five thousand dollars (\$5,000) per day.

11.4.6 Liquidated Damages for Failure to Properly Equip/Staff Unit: Any deployed unit failing to meet the minimum required equipment, supplies and staffing shall be assessed liquidated damages as a missed call at a rate of \$600. Such units must be immediately removed from service until the deficiency is corrected.

11.4.7 Liquidated Damages for Failure to Furnish Required Documentation: In the event Contractor fails to furnish required information, reports, or documentation, the City shall notify the Contractor of such failure. If the Contractor does not furnish the information, report, or document within the time period specified, the City may, at its option, impose liquidated damages of sixty dollars (\$60.00) per day for each item of such information, report, or document until the requested item is provided. Such liquidated damages shall not be applied in cases where the cause of such reporting deficiency was beyond the Contractor's reasonable control.

11.4.8 Liquidated Damages for Mechanical Failure: If an ambulance experiences a mechanical failure (breakdown) while transporting a patient to a hospital, liquidated damages of six hundred Dollars (\$600) will be assessed for each occurrence.

11.4.9 Liquidated Damages for Failure of Crew to Report: Liquidated damages of six hundred dollars (\$600) will be assessed for failure of the ambulance crew to report its on-scene arrival to the dispatch center.

11.4.10 Liquidated Damages for False Report: Liquidated damages of six hundred dollars (\$600) will be assessed for each incident where the City determines that the crew, dispatchers, or management personnel of the Contractor reported a false on-scene arrival time.

11.4.11 Liquidated Damages for Improper Code Transport: Liquidated damages for not transporting "Non-Code" (without lights and sirens) as required by subsection 2.2.7 will be assessed at one hundred dollars (\$100) per incident.

12.0 Liquidated Damages Exemptions

The Contractor may apply and the City may grant exemptions to liquidated damages resulting from situations beyond the Contractor's control that cause unavoidable delay or no response. EFD shall examine each request for exemption and shall take into consideration the Contractor's system status management plan, staffing levels, dispatch times, in-service times, traffic, street blockages, and other influencing factors. If EFD determines the circumstances warrant, EFD shall grant an exemption to liquidated damages resulting from the response time performance standards. To be eligible for such an exemption, the Contractor shall apply for the exemption in accord with the terms of section 3.6.

12.1 Concurrent Responses: In the event three or more units are simultaneously committed to one incident and two or more additional units are concurrently responding to at least two other separate incidents, EFD may grant an exemption for each unit starting with the third incident.

12.2 Declared disaster: In the event an emergency is officially declared, EFD may grant exemption to liquidated damages resulting from response time performance standards for all units during the declared emergency.

12.3 Multiple Unit Response: In the event two or more units are simultaneously committed to one incident, the first arriving unit shall be held to the response time standard. EFD may grant an exemption for each unit starting with the second unit provided the units arrive at the scene within 19:59 minutes.

12.4 Response Location Errors: In the event EFD provides an inaccurate address, or if the location does not exist, EFD shall grant a response time exemption.

12.5 Response Location Change: In the event EFD changes the incident location and the change delays the unit's response time because the unit must reroute farther than one city block to respond to the call, EFD may grant an exemption.

12.6 Canceled Request: In the event a request is canceled prior to or at the unit's arrival on scene for reasons other than exceeding the maximum response time standard, EFD may grant an exemption.

12.7 Response Delayed by Accident: In the event the unit is involved in an accident and cannot continue to respond to the call, EFD will grant an exemption provided the accident is not the fault of the ambulance unit.

12.8 Reduced/Upgraded Response: In the event EFD reduces the priority of the response from Code to Non-Code or upgrades the response from Non-Code to Code, the response shall be considered a Non-Code response.

13.0 Invoicing and Payment of Liquidated Damages

No more frequently than monthly and at least quarterly, the City shall invoice Contractor for any liquidated damages assessed during the prior period. The Contractor shall pay the liquidated damages within 30 days of receipt of invoice.

13.1 Appeal of Liquidated Damages Assessment

In instances when the City's Contract Administrator, at the request of the Contractor, has reviewed the circumstances for imposing liquidated damages, and determined that the grounds are sufficient to justify the imposition of the liquidated damages, the Contract Administrator shall report the Contractor's appeal and the reasons for denial to the Everett Fire Chief. The Contractor shall have the right to appeal such ruling to the Everett Fire Chief within 2 weeks. The determination of the Fire Chief shall be final.

13.2 Liquidated Damages Waived for Start-Up Period

The City may waive the liquidated damages for the first three (3) months of the Contract.

13.3 Liquidated Damages Adjustment

Liquidated damages may be adjusted annually by the City in an amount not to exceed the rate of inflation for the period since the last adjustment.

14.0 Breach of Contract

The City considers any breach of the Contract a serious situation and will seek remedies commensurate with the severity and magnitude of the event. Remedies could include but are not limited to corrective measures, liquidated damages, probation or suspension, or termination of the Contract. It is the intent and desire of the City to maintain a good working relationship with the Contractor while at the same time ensuring service to the community.

15.0 Aggregated Failure

Without limiting the breadth of Section 14, if in any contract year the Contractor maintains a response time performance level at less than 90% monthly compliance in any four (4) months or two (2) consecutive months, the City shall have the right to terminate the Contract.

16.0 Taxes, Fees and Licenses

16.1 Taxes, Fees and Licenses: The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.

16.2 Licenses and Similar Authorizations: The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

17.0 Contract Notices, Deliverable Materials and Invoices Delivery

Contract notices shall be delivered to the City at the following address (or such other address as the City may designate in writing):

[Insert]

Contract notices shall be delivered to the Contractor at the address on the first page of this Contract (or such other address as the Contractor may designate in writing):

[Insert]

18.0 Representations

Contractor represents and warrants that it has the requisite training, skill and experience necessary to perform all its obligations under this Contract and is appropriately accredited and licensed by all applicable agencies and governmental entities.

19.0 Inspection.

The BLS Ambulance service at all times, shall be subject to inspection by and approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Work in accordance with this Contract, notwithstanding Everett's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

20.0 Performance.

Acceptance by Everett of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach, nor terminate the Contract, nor constitute a waiver of requirements for satisfactory performance of any obligation to be performed by Contractor.

21.0 Non-Discrimination.

22.0 Contractor take all steps necessary to comply with all federal, state, and local laws and policies regarding non-discrimination and equal employment opportunities

23.0 Equal Employment Opportunity.

All Contractors must comply with federal Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

24.0 Civil Rights Act Title VI.

The Contractor must comply with the provisions of the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to, discrimination under any program or activity receiving federal financial assistance.

25.0 Publicity.

No news release, advertisement, promotional material, tour, or demonstration related to Everett's use of the Contractor's services performed pursuant to this Contract shall be produced, distributed, or take place, without the prior, specific written approval of the City's Project Manager or his/her designee.

26.0 Proprietary and Confidential Information

25.1 Contractor understands that any records (including but not limited to its proposal submittals, this Contract, and any other contract materials) it submits to the City, or that are used by the City even if the Contractor possesses the records, are public records under Washington State law, RCW Chapter 42.56. Public records must be promptly disclosed upon request unless a statute exempts them from disclosure. The Contractor also understands that even if part of a record is exempt from disclosure, the rest of that record generally must be disclosed.

25.2 If the City receives a public disclosure request made pursuant to RCW Chapter 42.56, the City will not assert an exemption from disclosure on behalf of the Contractor. For materials that the Contractor has properly marked, the City will notify the Contractor of the request and postpone disclosure for ten business days to allow the Contractor the opportunity to file a lawsuit seeking an injunction to prevent the release of documents pursuant to RCW 42.56.540. Any notification is provided as a courtesy and is not an obligation on behalf of the City. Unless the Contractor obtains and serves an injunction upon the City before the close of business on the tenth business day after the date of the notification, the City may release the documents. It is the Contractor's discretionary decision whether to file the lawsuit.

25.3 In order to request that material not be disclosed until receipt of notification of a public disclosure request, you must identify the specific materials and citations very clearly on the each page of the material that you believe is exempt from disclosure.

25.4 If the Contractor does not obtain and serve an injunction upon the City within 10 business days of the date of the City's notification of the request, the Contractor is deemed to have authorized releasing the record.

25.5 [Not Used].

25.6 Notwithstanding the above, the Contractor must not take any action that would affect (a) the City's ability to use goods and services provided under this Contract or (b) the Contractor's obligations under this Contract.

25.7 The Contractor will fully cooperate with the City in identifying and assembling records in the event of any public disclosure request.

27.0 General Legal Requirements

- A. General Requirement: Contractor, at no expense to Everett, shall comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of Everett; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof. Without limiting the generality of this paragraph, the Contractor shall specifically comply with the following requirements of this section.
- B. Licenses and Similar Authorizations: Contractor, at no expense to Everett, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.
- C. Taxes: The Contractor shall pay, before delinquency, all taxes, import duties, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.

28.0 American with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs or activities to Everett employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities, to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.

29.0 OSHA/WISHA.

Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and, if it has a workplace within the State of Washington, the Washington Industrial Safety and Health Act of 1973 (WISHA), as may be amended, and the standards and regulations issued there under and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless the City from all damages assessed against the City as a result of Contractor's failure to comply with the acts and standards there under and for the failure of the items furnished under this order to so comply.

30.0 Contract Work Hours and Safety Standards.

For all contracts that employ mechanics or laborers, the Contractor and all subs shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provide that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

31.0 Indemnification

To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, or trade secret arising out of the work performed or goods

provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City. As to the City of Everett, the Contractor waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the contract price reflects this negotiation.

32.0 Insurance

Contractor shall maintain at its own expense at all times during the term of this Contract the following insurance, as well as any other additional coverage requirements issued by the City.

31.1. Minimum Coverage and Limits of Liability. Contractor shall at all times during the term of this Contract maintain continuously, at its own expense, minimum insurance coverage and limits of liability as specified below:

A. Commercial General Liability (CGL) insurance, including:

- Premises/Operations
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual
- Independent Contractors
- Stop Gap/Employers Liability

With minimum limits of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage ("CSL"), except:

- \$1,000,000 Personal/Advertising Injury
- \$2,000,000 Products/Completed Operations Aggregate
- \$2,000,000 General Aggregate
- \$1,000,000 Each accident/disease/employee Stop Gap/Employer's

Liability

- B. Automobile Liability** insurance, including coverage for owned, non-owned, leased or hired vehicles with a minimum limit of liability of \$1,000,000 CSL.
- C. Umbrella/Excess Liability** insurance as may be required to demonstrate minimum CGL and Automobile Liability total limits requirement of \$5,000,000, which may be satisfied with primary limits or any combination of primary and/or Umbrella/Excess limits.
- D. Medical Errors & Omissions (E&O)** insurance with a minimum limit of liability of \$1,000,000 each claim.
- E. Worker's Compensation** covering industrial injury to Contractor's employees in accordance with the provisions of Title 51 of the Revised Code of Washington.

31.2. City as Additional Insured. The City of Everett shall be included as an additional insured under CGL and Automobile Liability insurance for primary and non-contributory limits of liability.

31.3 No Limitation of Liability. The limits of liability specified herein in subparagraph 1.A., 1.B. and 1.C. are minimum limits of liability only and shall not be deemed to limit the liability of Contractor or any Contractor insurer except as respects the stated limit of liability of each policy. Where required to be an additional insured, the City of Everett shall be so for the full limits of liability maintained by Contractor, whether such limits are primary, excess, contingent or otherwise.

31.4. Minimum Security Requirement. All insurers must be rated A- VII or higher in the current A.M. Best's Key Rating Guide and licensed to do business in the State of Washington unless coverage is issued as surplus lines by a Washington Surplus lines broker.

31.5. Self-Insurance. Any self-insured retention not fronted by an insurer must be disclosed. Any defense costs or claim payments falling within a self-insured retention shall be the responsibility of Contractor.

31.6. Evidence of Coverage. Prior to performance of any scope of work under paragraph 1, Contractor shall provide certification of insurance acceptable to the City evidencing the minimum coverage's and limits of liability and other requirements specified herein. Such certification must include a copy of the policy provision documenting that the City of Everett is an additional insured for commercial general liability insurance on a primary and non-contributory basis.

33.0 Audit.

Upon request, Contractor shall permit Everett, and any other governmental agency involved in the funding of the Work ("Agency"), to inspect and audit all pertinent books and records of Contractor, any subcontractor, or any other person or entity that performed work in connection with or related to the work or services performed, at any and all times deemed necessary by Everett or Agency, including up to six years after the final payment or release of withheld amounts has been made under this Contract. Such inspection and audit shall occur in Snohomish County, Washington or other such reasonable location as Everett or Agency selects. The Contractor shall supply Everett with, or shall permit Everett to make, a copy of any books and records and any portion thereof. The Contractor shall ensure that such inspection, audit and copying right of Everett and Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Contract.

34.0 Contractual Relationship

The relationship of Contractor to Everett by reason of this Contract shall be that of an independent contractor. This Contract does not authorize Contractor to act as the agent or legal representative of Everett for any purpose whatsoever. Contractor is not granted any express or

implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of Everett or to bind Everett in any manner or thing whatsoever.

35.0 Assignment and Subcontracting

Contractor shall not assign or subcontract any of its obligations under this Contract without Everett's written consent, which may be granted or withheld in Everett's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Contract except for Equal Benefit provisions. Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract, except for Equal Benefit provisions. Everett's consent to any assignment or subcontract shall not release the Contractor from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.

36.0 Transition Plan:

In recognition of the potential adverse impact on the public's health and safety resulting from even a temporary cessation of the provision of ambulance services as set forth in this Contract, the parties recognize the need for there to be an orderly transition in ambulance operations at the end of the term of this Contract or extensions thereof. Six months prior to the expiration of the term of the Contract or any extension thereof, the Contractor shall present a transition plan to the City for approval. Such plan shall fully address the transfer of ambulance operations to the subsequent ambulance service provider or the City as the case may be. At a minimum, the transition plan shall address the following issues and meet the following minimum requirements:

- A. The Contractor shall continue to meet all its obligations under this Contract, including specifically, the response time standards. The transition plan shall specifically address the steps that the Contractor will take to ensure full compliance with the performance requirements of the Contract.
- B. Unless requested by the City, the transition plan shall be based on the same operation plan that the Contractor has utilized successfully to date during the term of the Contract.
- C. Employment. The transfer plan shall address the Contractor's plans to relocate, layoff, terminate, etc. its then current work force. Recognizing that some of the Contractor's employees may seek other employment as a result of the upcoming transition, the transition plan shall address how the Contractor intends to maintain/retain qualified personnel to meet its performance obligations under the Contract.
- D. Records. The transition plan shall provide for an orderly transfer of all records, data, files or other information, regardless of source, kept by the Contractor arising out of this Contract to the subsequent service provider or the City. No records, data, or information, regardless of source, shall be erased, discarded, removed from the premises or modified without the specific written approval of the City. Any information, spreadsheets, or data sets which may be required by this Contract, whether in hard copy, tape or other electronic media, shall become the property of the

City at the conclusion of the Contract. Any loss or damage to such records, materials or information, for any reason, shall be replaced /recreated by the City and the cost for such restoration shall be paid by the Contractor. This requirement shall not include materials proprietary to the Contractor except those items necessary to satisfy reporting and other requirements of this Contract.

- E. The transition plan shall address the Contractor's plan, if any, to "wind down" its operations in anticipation of the transfer of its operations to a subsequent service provider or the City as the case may be; provided that, in no event shall the Contractor be relieved from full compliance with the performance requirements of the Contract. The transition plan shall address the Contractor's plans, if any: to begin to reduce inventory; and to terminate, assign or sublease existing equipment, vehicle, service and facility leases, contracts, and subcontracts.
- F. Vehicles: To the extent the Contractor expects to transfer vehicles, equipment and/or facilities to a subsequent service provider or the City, the transition plan shall address the schedule(s) for such transfers and the transfer of all relevant records related thereto. Such records shall include but not be limited to leases, contracts, maintenance records, operating manuals, warranties, financing documents, and any other documents or records related to the vehicles, equipment and/or facilities to be transferred.

The City shall have thirty (30) days to accept or reject the transition plan. In the event that the City rejects the transition plan, the City shall advise the Contractor of the changes to the transition plan that must be made by the Contractor to meet the requirements of this Subsection. The Contractor shall make the necessary changes to the transition plan within thirty (30) days. If the Contractor cannot or will not make the necessary changes, the City may make the changes, and the cost of the City in performing this work shall be the responsibility of the Contractor.

Both parties shall operate in accordance with the approved transition plan for the remainder of the term of the Contract. Any approved changes to the transition plan shall be documented in writing signed by both parties.

In the event of termination of the Contract, the City may require that the Contractor prepare a transition plan in the accordance with some or all of the requirements of this section 36.0

37.0 Federal Debarment for Primes and all Subcontractors.

Contractor shall immediately notify the City of any suspension or debarment or other action that excludes the Contractor and any subcontractor from participation in Federal contracting. Contractor shall verify all subcontractors that are intended and/or used by the Contractor for performance of City work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/epls/search.do>. The Contractor shall keep proof of such verification within the Contractor records.

38.0 Supervision and Coordination.

Contractor shall:

- Competently and efficiently, supervise and direct the implementation and completion of all contract requirements specified herein.
- Designate to Everett, a representative(s) with the authority to legally commit Contractor's firm. All communications given or received from the Contractor's representative shall be binding on the Contractor.
- Promote and offer to Purchasers only those materials, equipment and/or services as stated herein and allowed for by contractual requirements. Violation of this condition will be grounds for contract termination.

39.0 Involvement of Former City Employees

Contractor shall promptly notify Everett in writing of any person who is expected to perform any of the Work and who, during the twelve (12) months immediately prior to the expected commencement date of such work or subcontract, was a City officer or employee. .

40.0 Anti-Trust Overcharges.

Everett maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore the Contractor hereby assigns to Everett any and all claims for such overcharges except overcharges which result from antitrust violations commencing after the price is established under this contract and which are not passed on to Everett under an escalation clause.

41.0 No Conflict of Interest.

Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

42.0 No Gifts or Gratuities.

Contractor shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official, that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Contractor. Promotional items worth less than \$25 may be distributed by the contractor to City employees if the Contractor uses the items as routine and standard promotions for business. Any violation of this provision may result in termination of this Contract. Nothing in this Contract prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

43.0 Current and Former City Employees, Officers, and Volunteers.

Throughout the life of the contract, Contractor shall provide written notice to City Purchasing and the City Project Manager of any current or former City employees, officials or volunteers that are working or assisting on solicitation of City business or on completion of the awarded contract.

44.0 Intellectual Property Rights.

43.1 Patents: Contractor hereby assigns to Everett all rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of this Contract or any subcontract hereunder. Notwithstanding the above, the Contractor does not convey to Everett, nor does Everett obtain, any right to any document or material utilized by Contractor that was created or produced separate from this Contract or was preexisting material (not already owned by Everett), provided that the Contractor has clearly identified in writing such material as preexisting prior to commencement of the Work. To the extent that preexisting materials are incorporated into the Work, the Contractor grants Everett an irrevocable, non-exclusive, fully paid, royalty-free right and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the Work.

43.2 Copyrights: For materials and documents prepared by Contractor in connection with the Work, Contractor shall retain the copyright (including the right of reuse) whether or not the Work is completed. Contractor grants to Everett a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the Contractor for Everett under this Contract. If requested by Everett, a copy of all drawing, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials which are developed solely for, and paid for by, Everett in connection with the performance of the Work, shall be promptly delivered to Everett.

Everett may make and retain copies of such documents for its information and reference in connection with their use on the project. The Contractor does not represent or warrant that such documents are suitable for reuse by Everett, or others, on extensions of the project, or on any other project. Contractor represents and warrants that it has all necessary legal authority to make the assignments and grant the licenses required by this Section.

45.0 Key Persons.

Contractor shall not transfer or reassign any individual designated in this Contract as essential to the Work, without the express written consent of Everett, which consent shall not be unreasonably withheld. If, during the term of this Contract, any such individual leaves the Contractor's employment, the Contractor shall present to Everett one or more individual(s) with greater or equal qualifications as a replacement, subject to Everett's approval, which shall not be unreasonably withheld. Everett's approval or disapproval shall not be construed to release the Contractor from its obligations under this Contract.

46.0 Disputes.

The parties shall endeavor to resolve any dispute or misunderstanding that may arise under this Contract concerning Contractor's performance, if mutually agreed to be appropriate, through negotiations between the Contractor's Project Manager and Everett's Project Manager, or if mutually agreed, referred to the City's named representative and the Contractor's senior executive(s). Either party may decline or discontinue such discussions and may then pursue other means to resolve such disputes including termination as allowed for within the contract, or

may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the contract for cause or convenience.

Notwithstanding the above, if Everett believes in good faith that some portion of Work has not been completed satisfactorily, Everett may require Contractor to correct such work prior to Everett payment. In such event, Everett will provide to Contractor an explanation of the concern and the remedy that Everett expects. Everett may withhold from any payment that is otherwise due, an amount that Everett in good faith finds to be under dispute, or if the Contractor does not provide a sufficient remedy, Everett may retain the amount equal to the cost to Everett for otherwise correcting or remedying the work not properly completed.

47.0 Term of Contract/Termination

47.1 Term of Contract

The term of this Contract is five years, beginning on the Effective Date. The Contract will automatically renew without any action of the parties for an additional two years, unless either (1) the City provides Contractor with written notice prior to the fifth anniversary of the Effective Date that the City will not renew the Contract or (2) the Contractor provides written notice no later than the fourth anniversary of the Effective Date that the Contractor will not renew the Contract.

47.2 Termination

- A. For Cause:** Everett may terminate this Contract if the Contractor is in material breach of any of the terms of this Contract, and such breach has not been corrected to Everett's reasonable satisfaction in a timely manner.
- B. For City's Convenience:** **Everett may terminate this Contract at any time, without cause and for any reason including Everett's convenience, upon written notice to the Contractor.**
- C. Nonappropriation of Funds:** Everett may terminate this Contract at any time without notice due to nonappropriation of funds, whether such funds are local, state or federal grants, and no such notice shall be required notwithstanding any notice requirements that may be agreed upon for other causes of termination.
- D. Acts of Insolvency:** Everett may terminate this Contract by written notice to Contractor if the Contractor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.
- E. Termination for Gratuities:** Everett may terminate this Contract by written notice to Contractor if Everett finds that the Contractor either is in violation of the Gifts and

Gratuities section 41.

- F. **Notice:** Everett is not required to provide advance notice of termination. Notwithstanding, Everett may issue a termination notice with an effective date later than the termination notice itself. In such case, the Contractor shall continue to provide products and services as required by Everett until the effective date provided in the termination notice.
- G. **No Compensation from the City for Termination:** In the event of termination by the City for any reason, the Contractor shall have no entitlement for any compensation whatsoever from the City relating to such termination. This includes without limitation no compensation for expenses due prior to or after the termination date, and no compensation for Contractor ambulance or other equipment lease obligations due prior to or after the termination date, and no compensation for any expenses related to personnel due prior to or after the termination date. However, effective upon the termination date, the Contractor is no longer required to pay the monthly fee under section 11.2 above, which shall be prorated to the date of termination.
- H. **Transition Plan.** Upon notice of termination for any reason, Contractor shall, to the extent required by the City, comply with the Transition Plan requirements in section 36 above.

48.0 Force Majeure – Suspension and Termination.

This section applies in the event that either party is unable to perform the obligations of this Contract because of a Force Majeure event as defined herein, to the extent that the Contract obligations must be suspended in full. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body, which prevents performance.

Force Majeure under this Section shall only apply in the event that performance is rendered not possible by either party or its agents

Should either party suffer from a Force Majeure event and is unable to provide performance, such party shall give notice to the other party as soon as practical and shall do everything possible to resume performance.

Upon receipt of such notice, the party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If such Event affects the delivery date or warranty provisions of this Contract, such date or warranty period shall automatically be extended for a period equal to the duration of such Event.

49.0 [Not Used]

50.0 [Not Used]

51.0 Workers Right to Know.

“Right to Know” legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-800-180 requires among other things that all manufacturers/distributors of hazardous substances, include completed Material Safety Data Sheets (MSDS) for each hazardous material with each delivery. Additionally, each container of hazardous material must be appropriately labeled with: the identity of the hazardous material, appropriate hazardous warnings, and the Name and Address of the chemical manufacturer, importer or other responsible party.

Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to “carcinogenic ingredients: and “routes of entry” of the product(s) in question.

52. Miscellaneous Provisions.

- A. **Amendments:** No modification of this Contract shall be effective unless in writing and signed by the Mayor of the City, except as otherwise authorized herein. The City shall issue change notices to Contractor, and such notices shall take effect under the signature of the City unless written objection of the notice is received by the Contractor upon Contractor receipt of the change notice.
- B. **Conflict:** In the event of conflict between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford Everett the maximum benefits.
- C. **Liens, Claims and Encumbrances:** All materials, equipment, or services shall be free of all liens, claims or encumbrances of any kind and if Everett requests a formal release of same shall be delivered to Everett.
- D. **Binding Contract:** This Contract shall not be binding until signed by both parties. The provisions, covenants and conditions in this Contract shall bind the parties, their legal heirs, representatives, successors, and assigns.
- E. **Applicable Law/Venue:** This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for Snohomish County, Washington
- F. **Remedies Cumulative:** Rights under this Contract are cumulative and nonexclusive of any other remedy at law or in equity.
- G. **Captions:** All titles, including sections or subsections, are for convenience only and do not define or limit the contents.

- H. **Severability:** Any term or provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Contract.

- I. **Waiver:** No covenant, term, or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by Everett of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by Everett of the breach or default of any covenant, term or condition unless otherwise this is expressly agreed to by Everett, in writing. The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

- J. **Entire Contract:** This document, along with any attachments and work orders, constitutes the entire agreement between the parties with respect to the Work. No verbal agreement or conversation between any officer, agent, associate or employee of Everett and any officer, agency, employee or associate of the Contractor prior to the execution of this Contract shall affect or modify any of the terms or obligations contained in this Contract.

- K. **Negotiated Contract:** The parties acknowledge that this is a negotiated Contract, that they have had the opportunity to have this Contract reviewed by respective legal counsel, and those terms and conditions are not construed against any party on the basis of such party's draftsmanship thereof.

- L. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Contract.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Contract by having their authorized representatives affix their signatures below.

**CITY OF EVERETT
WASHINGTON**

CONTRACTOR

By: _____
Ray Stephanson, Mayor

By: \ _____

Date

Name

Title

Date

ATTEST:

Sharon Fuller, City Clerk

Date: _____

APPROVED AS TO FORM:

James D. Iles, City Attorney

Date: _____

EXHIBIT A

Bariatric Response Unit

[Insert description agreed from proposal: see Contract section 6.9]

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Applications for Public
Fireworks Display Permits

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

COUNCIL BILL # _____
 Originating Department Fire
 Contact Person Murray Gordon
 Phone Number 425-257-8101
 FOR AGENDA OF June 8, 2016

Initialed by:
 Department Head _____
 CAA 
 Council President 

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
3802 Broadway Avenue, Everett, 98201		Application for Public Fireworks Display Permits, Insurance Certificate, Site Plan	Fire

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

DETAILED SUMMARY STATEMENT:

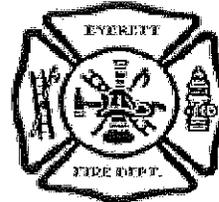
Applications for Public Fireworks Display Permits are being submitted by Wolverine West, LLC for the summer Aquasox games. All displays will be conducted by John Fisher, a licensed pyrotechnic operator. The applicant has also submitted an Insurance Certificate. The Fire Marshal's Office will inspect the site prior to each fireworks display.

RECOMMENDATION (Exact action requested of Council):

Approve the Applications for Public Fireworks Display permits from Wolverine West, LLC, for the 2016 summer Aquasox games.



EVERETT FIRE DEPARTMENT



PERMIT

No. 2016-033

May 17, 2016

TO WHOM IT MAY CONCERN:

By virtue of the provisions of Chapter 16.03 EMC, the Everett Fire Code, based on our review of Permittee's application and subject to the following conditions, the City of Everett grants this permit to:

WOLVERINE WEST, LLC

PO BOX 628

This permit is granted for:

105.6.14: Explosives (Aquasox fireworks)

(30) Multi-shot "cakes"

(50) 1.75" single-break shells

6/24/16, 7/4/16, 7/9/16, 8/5/16, 8/13/16, 8/19/16, 8/27/16, 9/3/16

THIS PERMIT VALID FROM JUNE 24, 2016 TO SEPTEMBER 3, 2016 ONLY

CONDITIONS:

This permit is subject to the Everett Fire Department's inspection of the permitted location and activity prior the occurrence of the permitted activity.

Permittee and Permittee's agents and employees shall carry out the proposed activity in compliance with the Everett Fire Code and all other laws or regulations, or both and in complete accordance with approved plans and specifications.

This permit does not take the place of any license required by law and is not transferable.

This permit is not valid in the event of a change in the use, occupancy, operation or ownership of the permitted location and Permittee must obtain a new permit in the event of a change in the use, occupancy, operation or ownership of the permitted location.

Permits purporting to violate the Everett Fire Code or any applicable law or regulation are not valid.

Steve Goforth, #315 AFM

Fire Marshal's Office Representative



APPLICATION FOR PERMIT PUBLIC DISPLAY OF FIREWORKS

CITY OF EVERETT
FIRE DEPARTMENT
2811 Oakes Avenue
Everett, WA 98201

Name of applicant Wolverine West, LLC		Permit No. 2016-033
Address of applicant (<i>street and number, city, state and ZIP code</i>) PO Box 628 Chehalis, WA 98532		Telephone number (206) 459-0917
If applicant is a corporation, give name, address and telephone number of the following:		
Name of President	Telephone number ()	
Name of Secretary	Telephone number ()	
Address of Secretary (<i>street and number, city, state and ZIP code</i>)		
Date on which display is to be held (month, day, year) 6/24/16, 7/4/16, 7/9/16, 8/5/16, 8/13/16, 8/19/16, 8/27/16, 9/3/16	Start time of display Displays to begin shortly after Aqua Sox Baseball Game am/pm	End time of display Duration to be 5 to 10 minutes am/pm
Name of organization sponsoring the display, if different from the applicant Everett Aqua Sox Baseball Club - 7th Inning Stretch, LLC		
Name of President Danny Tetzlaff	Telephone number (425) 258-3673	
Address of organization (<i>street and number, city, state and ZIP code</i>) 3802 Broadway - Everett, WA 98201		
Exact address location planned for display to be held 3900 Broadway - Everett, WA 98201		
Number of set pieces, kinds of fireworks to be discharged, shells (specify single or multiple break) and other items to be used in display (<i>attach additional page if necessary</i>)		
All items are 1.4G Consumer Grade Fireworks: (30) multi-shot "cakes" & (50) 1.75" single-break shells.		
Manner and place of storage of such fireworks prior to the display.		
In our licensed magazines.		

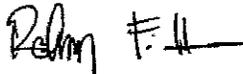
In the space below, draw a diagram of the grounds on which the display is to be held, showing the point at which the fireworks are to be discharged, the location and distance from place of discharge of all buildings, highways and other lines of communication; the place behind which the audience will be restrained and it's distance from the point of discharge; and the location of all nearby trees, telegraph or telephone lines or other overhead obstructions and their distance from the point discharge.

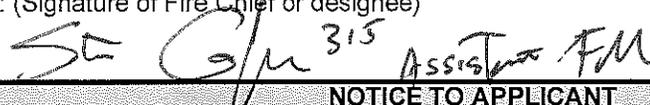
see attached aerial showing launch location & fallout setbacks

Name of licensed pyrotechnic operator who will supervise discharge of fireworks John Fisher - cell: 425.239.4819	License no. P-02764
---	------------------------

Name of assistant to pyrotechnic operator Jim Fisher	License no. n/a
---	--------------------

Proposed display will conform with all the laws and regulations of the State of Washington and the Everett Municipal Code. Permittee shall be responsible for compliance with the provisions under which a public display permit has been granted.

Signature of Applicant 	Date signed
	5/13/2016

Approved by: (Signature of Fire Chief or designee) 	Date signed
	5/13/16 (month, date, year)

NOTICE TO APPLICANT

Your application must be filed with the Everett Fire Department at least 30 days prior to the date of the proposed display. Documentary proof of: Surety bond; public liability insurance; or a director of fire protection's "general license" for the public display of fireworks must be attached to this application.

Inspected and approved by _____ Date _____

PART I



APPLICATION FOR PUBLIC FIREWORKS DISPLAY PERMIT

DATE OF APPLICATION
5/13/16

TO: Governing body of city, town, or county in which display is to be conducted.

APPLICANT		
NAME Wolverine West Fireworks	ADDRESS PO Box 628 - Chehalis, WA 98532	PHONE 206.459.0917
SPONSOR Everett Aqua Sox	ADDRESS 3802 Broadway, Everett, WA 98201	PHONE 425.258.3673
PYROTECHNIC OPERATOR		
NAME John Fisher	ADDRESS 1819 Hoyt Ave, Everett, WA 98201	LICENSE # P-02764
NAME OF ASSISTANTS: (at least one required)		
NAME Jim Fisher	ADDRESS 17418 W. Lake Goodwin Rd Stanwood 98292	AGE 36
NAME	ADDRESS	AGE
EXACT LOCATION OF PROPOSED DISPLAY		
LOCATION Everett Memorial Stadium 3900 Broadway, Everett, WA 98201		
DATE 2016: 6/24, 7/4, 7/9, 8/5, 8/13, 8/19, 8/27, 9/3	TIME 10pm+/- following the baseball games	
NUMBER AND KINDS OF FIREWORKS TO BE DISPLAYED		
(30) Cakes, (50) 1.75" Shells - All items are 1.4G Consumer Grade Fireworks		
MANNER & PLACE OF STORAGE PRIOR TO DISPLAY (Subject to approval of Local Fire Authority)		
In our approved magazines		
		SIGNATURE OF APPLICANT <i>John Fisher</i>
FINANCIAL RESPONSIBILITY		
BONDING OR INSURANCE COMPANY The Partners Group	(Mark One) <input checked="" type="checkbox"/> Bond or certificate of insurance attached <input type="checkbox"/> Bond or certificate of insurance on file with State Fire Marshal	
ADDRESS 11225 SE 6th St., Suite 110 Bellevue, WA 98004	Bond or certificate of insurance shall provide minimum coverage of \$50,000/\$1,000,000 bodily injury liability for each person and event, respectively, and \$25,000 property damage	

PART II

PERMIT

PERMIT # 2016-033 DATE: 5-17-16

In accordance with the provisions of RCW 70.77 and applicable local ordinances, this permit is granted to conduct a fireworks display as per the above application.

NAME: Everett Fire Marshal's Office
(Full name of person, firm, or corporation granted permit)

RESTRICTIONS: _____

Permit not valid without verification of the appropriate State Fireworks License

SE G/n 315
(Signature of Official granting permit)
Assistant Fire Marshal
(Title)

LICENSE NUMBER: _____

(Instructions on reverse side)

ADDITIONAL INSURED – FIREWORKS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The policy is amended to include as an additional insured:

1. The fair or exhibition association, sponsoring organization or committee for the fireworks event covered under the policy;
2. The owner or lessee of any premises used by the Named Insured for the covered fireworks events;
3. The public authority municipality granting a permit to the Named Insured to operate the covered fireworks event; and
4. Any independent contractor who operates the fireworks display on behalf of the Named Insured;

but only as respects accidents arising out of the negligence of you or your employees while acting in the course and scope of their employment.

All other terms and conditions of the policy remain unchanged.



38th St

750
radi

© 2013 Google

Aqua Sox Baseball Fireworks



Imagery Date: 5/4/2013 lat: 47.96



Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal
General Display Fireworks License

16-1191

Licensee Data

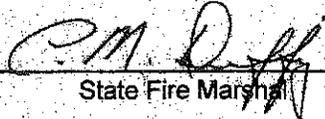
Wolverine West, L.L.C.
P.O. Box 628
Chehalis, WA 98532
License Number: C-04138

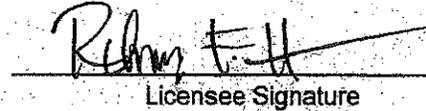
Operational Data

In State Agent: Rodney F. Hash
Phone Number: (206) 459-0917
Email Address: rod@wolverinewest.com

Date of Issue: January 28, 2016

Date of Expiration: January 31, 2017


State Fire Marshal


Licensee Signature



Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal
Pyrotechnic Operator License

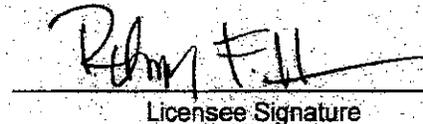
16-1329

Licensee Data

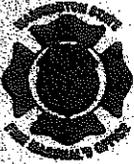
Rodney F. Hash
P.O. Box 628
Chehalis, WA 98532
License Number: P-04255

Phone Number: (206) 459-0917
Email Address: rod@wolverinewest.com
Date of Issue: January 28, 2016
Date of Expiration: January 31, 2017


State Fire Marshal


Licensee Signature

Licensee Wall Mount Card



Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal

Importer Fireworks License

16-1162

Licensee Data

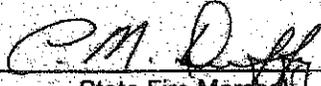
Wolverine West, L.L.C.
P.O. Box 628
Chehalis, WA 98532
License Number: C-04138

Operational Data

In State Agent: Rodney F. Hash
Phone Number: (206) 459-0917
Email Address: rod@wolverinewest.com

Date of Issue: January 28, 2016

Date of Expiration: January 31, 2017



State Fire Marshal



Licensee Signature



Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal

Wholesaler Fireworks License

16-1119

Licensee Data

Wolverine West, L.L.C.
P.O. Box 628
Chehalis, WA 98532
License Number: C-04138

Operational Data

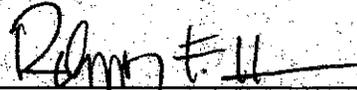
In State Agent: Rodney F. Hash
Phone Number: (206) 459-0917
Email Address: rod@wolverinewest.com

Date of Issue: January 28, 2016

Date of Expiration: January 31, 2017



State Fire Marshal



Licensee Signature

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Agreement with Officer
Brandon Gill to Purchase
Retired K-9 Officer Quay

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

COUNCIL BILL # _____
 Originating Department Police
 Contact Person D/C St. Clair
 Phone Number (425) 257-8432
 FOR AGENDA OF June 8, 2016

Initialed by:
 Department Head _____
 CAA db
 Council President GT

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u> Agreement	<u>Department(s) Approval</u> Police, Legal
Amount Budgeted	-0-		
Expenditure Required	-0-		Account Number(s):
Budget Remaining	-0-		
Additional Required	-0-		

DETAILED SUMMARY STATEMENT:

Everett Police Officer Brandon Gill has requested to purchase the recently retired K-9 Officer Quay. K-9 Officer Quay has reached the end of his working life and is being retired from the Police Department. This Agreement assigns, conveys and transfers all rights, title and interest in Quay to Officer Brandon Gill for the sum of \$10.00.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Agreement with Officer Brandon Gill to purchase retired K-9 Officer Quay in the amount of \$10.00.

K-9 PURCHASE AGREEMENT

THIS K-9 PURCHASE AGREEMENT is dated as of June __, 2016, by and between the City of Everett, a municipal corporation (the "City") and Brandon Gill ("Gill").

BACKGROUND

- A. The Everett Police Department owns a German Shepherd dog known as K-9 Officer Quay.
- B. The Everett Police Department wants to retire Quay.
- C. Gill is an Everett Police Officer. Gill wants to buy Quay.

AGREEMENT

The City and Gill agree as follows:

1. Purchase. The City agrees to sell Quay for \$10.00. Gill agrees to buy Quay for \$10.00. The date on which Gill takes possession of Quay is referred as the "**Purchase Date**" in this Agreement.
2. As-Is. After Purchase Date, Quay is no longer a K-9 Officer and Gill assumes all responsibility for the condition and care of Quay. The City makes no promises concerning the physical or mental health of Quay. Gill's purchase of Quay is strictly "as is".
3. K-9 Training and Handling. Gill understands that Quay has received training in police canine procedures and tactics. For example, this training includes attack training and other forms of aggressive conduct. Gill warrants that he is fully aware of Quay's training and history. Gill warrants that he is fully capable of safely handling Quay.
4. Waiver. Gill waives, releases and forever discharges the City of Everett and its officers, employees, and agents from all liabilities and claims of any nature whatsoever, whether known or unknown, foreseen or unforeseen, that Gill now has or that may subsequently accrue to Gill, arising from or relating to Quay. As one example, this includes waiver, release, and discharge from any personal injury claim by Gill or Gill's family arising from or relating to any action by Quay.
5. Indemnity. Gill will indemnify the City of Everett and its officers, employees, and agents from all losses (including reasonable attorney's fees and

costs), liabilities and claims arising from or relating to any action of Quay after the Purchase Date. As one example, this requires Gill to indemnify the City of Everett from any claim that arises from any personal injury caused by Quay after the Purchase Date.

6. General Provisions.

A. 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.

B. Venue. The parties shall bring any litigation arising out of or relating to this Agreement only before the Snohomish County Superior Court.

C. Complete Agreement. This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement. This Agreement supersedes and replaces all other written or oral agreements thereto.

D. Amendment. No amendment to this Agreement will be effective unless it is in writing and signed by the Mayor of the City and Gill.

E. Severability. If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or the application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to fullest extent permitted by law.

F. Attorneys Fees and Costs. The prevailing party in any action brought to enforce any obligations under this Agreement shall be entitled to recover from the non-prevailing party an amount equal to the reasonable attorneys fees and costs incurred by the prevailing party, including without limitation any costs incurred on appeal or in any bankruptcy proceeding.

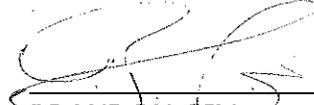
G. Opportunity for Counsel Review. The parties acknowledge that they have had the opportunity to have this Agreement reviewed by their respective legal counsel. This Agreement is not to be construed against any party on the basis of which party drafted the Agreement.

Executed by the City and Gill as of the date first above written.

CITY OF EVERETT

GILL

RAY STEPHANSON, MAYOR



BRANDON GILL

ATTEST:

CITY CLERK

5/25/16

DATE

APPROVED AS TO FORM:

CITY ATTORNEY

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Amendment No. 2 to the
Professional Services
Agreement with ICF Jones &
Stokes, Inc. for Smith Island
Restoration

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

COUNCIL BILL # _____
Originating Department Public Works
Contact Person Erik Emerson
Phone Number (425) 257-8995
FOR AGENDA OF June 8, 2016

Initialed by:
Department Head _____
CAA _____
Council President 

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Smith Island/Union Slough at 12 th Street Northeast	January 7, 2015 PSA June 17, 2015 Amendment No. 1	Amendment No. 2	Public Works

Amount Budgeted	\$1,408,000	
Expenditure Required	\$0	Account Number(s): 401
Budget Remaining	\$1,408,000	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The City of Everett owns property on Smith Island from 12th Street NE to the south end of Smith Island on the east side of Interstate 5. In 2006, Snohomish County approached the City about lands south of 12th Street NE and north of the treatment ponds becoming part of a 400-acre intertidal restoration. The proposal was that each agency would build the setback dike on their respective properties and the common dike would join at 12th Street NE. Subsequently portions of the existing Union Slough flood control dike would be excavated to allow riverine and tidal influence to County and City owned land. The City owned land within the Smith Island Restoration is approximately 50 acres in size.

The Professional Services Agreement with ICF Jones & Stokes, Inc. provides for permitting and design services associated with the City of Everett 50-acre site. Amendment No. 2 for the Professional Services Agreement extends the contract date to allow completion of the previously approved scope of work.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign Amendment No. 2 to the Professional Services Agreement with ICF Jones & Stokes, Inc. to extend the contract completion date to June 15, 2018 at no additional cost.

**CITY OF EVERETT
AMENDMENT NO. 2**

The City of Everett and ICF Jones & Stokes, Inc. (ICF Jones & Stokes, Inc.) agree to amend and modify their professional services agreement dated January 13, 2015 (the "Agreement") as follows:

WHEREAS, ICF Jones & Stokes, Inc. and the City entered into an agreement dated January 13, 2015 to provide design and permitting services for the Smith Island Habitat Restoration; and

WHEREAS, the City of Everett requires continued assistance; and

NOW THEREFORE, the City of Everett and ICF Jones & Stokes, Inc. agree to amend and modify the Agreement as follows:

1. Paragraph 3 of the Agreement is amended to read as follows:

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 June 15, 2018.

2. All terms, conditions and provisions of the previously amended Agreement remain in full force and effect, except as expressly modified by this Amendment.

CITY OF EVERETT

ICF Jones & Stokes, Inc.

By _____

By _____

Ray Stephanson, Mayor

Jodi Young

Dated: _____

Title: Contract Manager

ATTEST:

Dated: _____

By _____

Sharon Fuller, City Clerk

Dated: _____

APPROVED AS TO FORM:

By _____

James Iles, City Attorney

Dated: _____

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Amendment No. 4 to Professional Services Agreement with Carollo Engineers for the Water Pollution Control Facility Phase C expansion to extend completion of the work to October 31, 2016.

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

COUNCIL BILL # _____
 Originating Department Public Works
 Contact Person John Nottingham
 Phone Number 425-257-8872
 FOR AGENDA OF June 8, 2016

Initialed by:
 Department Head _____
 CAA db
 Council President A

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Water Pollution Control Facility on Smith Island	Professional Services Agreement approval by council 03/31/2010	Amendment No. 4	Legal, Public Works

Amount Budgeted	\$7,000,000	
Expenditure Required	\$0	Account Number(s): WO UP 3412
Budget Remaining	\$170,341	Original Contract: \$5,884,080
Additional Required	\$0	

DETAILED SUMMARY STATEMENT:

Public Works has a Professional Services Agreement with Carollo Engineers to provide design and construction management services for the Water Pollution Control Facility Phase C expansion on Smith Island.

Amendment No. 4 modifies the agreement to extend the time period for completion of the work to October 31, 2016. This time extension is due to an extension of the construction period and is necessary for the completion of the Operation and Maintenance documentation as required by the Washington State Department of Ecology.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign Amendment No. 4 to the Professional Services Agreement with Carollo Engineers for the Water Pollution Control Facility Phase C expansion to extend completion of the work to October 31, 2016 at no additional cost.

**AMENDMENT NO. 4
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EVERETT
AND CAROLLO ENGINEERS**

This Amendment No. 4 is dated for reference purposes _____ 2016. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington ("City") and Carollo Engineers ("Service Provider").

RECITALS

A. The City and Service Provider are parties to the Professional Services Agreement dated April 6th, 2010 (the "Agreement").

B. The City and the Service Provider desire to amend the Agreement for the purpose of extending the time for completion of unfinished tasks.

AGREEMENT

The City and Service Provider agree as follows:

1. Section 3 of the Agreement is modified to read as follows:

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 October 31st, 2016.

2. Regardless of the date(s) on which this Amendment is signed by the parties, the parties agree that the Agreement has been continuously in effect since April 6th, 2010.
3. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.

**CITY OF EVERETT
WASHINGTON**

By: _____
Ray Stephanson, Mayor

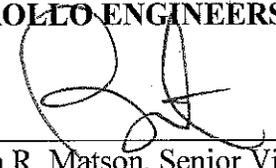
Date

ATTEST:

Sharon Fuller, City Clerk

Date: _____

CAROLLO ENGINEERS, INC.

By:  _____
Brian R. Matson, Senior Vice President

Date

APPROVED AS TO FORM:

James D. Iles, City Attorney

Date: _____



SNOHOMISH COUNTY HUMAN SERVICES DEPARTMENT
 3000 ROCKEFELLER AVENUE, M/S 305 | EVERETT, WA 98201
 (425) 388-7200

CONTRACT SPECIFICS:

Contract Number: A-16-76-04-198		Title of Project/Services: Senior Center Projects	
Maximum Contract Amount: \$23,000.00	Start Date: 1/1/2016	End Date: 12/31/2016	Status Determination: <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Contractor

CONTRACTING ORGANIZATION:

Name: City of Everett/Carl Gipson Senior Center	IRS Tax No. \ EIN: 91-6001248
Address: 2930 Wetmore Ave, 10 th floor	Unique Entity Identifier: 028786585
City: Everett	Contact Person: Deb Loughrey-Johnson
State & Zip: Washington, 98201	Telephone: 360-257-8780

FUNDING:

Funding Authority: County General Fund; 1/10th of 1% Sales Tax	Funding Specifics: SCCO 15-081; RCW 82.14.460
Federal Agency: N/A	CFDA No. & Title: N/A
Federal Award ID No: N/A	

County Program Division: Aging and Disability Services	County Contact Person: Danielle Maiden	Contact Phone Number: 425-388-6433
--	--	--

Additional terms of this Contract are set out in and governed by the following, which are incorporated herein by reference:

Basic Terms and Conditions Agreement HSD- 2015-101-198, maintained on file at the Human Services Department:					
Specific Terms and Conditions	Attached as	Exhibit A	No Service Disruption Guar	Attached as	Attachment A, Exhibit E
Statement of Work	Attached as	Exhibit B	HIPPA/Business Associate Agreement w/Attachment 1	Attached as	Exhibit H
Approved Contract Budget	Attached as	Exhibit C	Major Incident Policy Procedure	Attached as	Exhibit I
Labor Harmony Agreement	Attached as	Exhibit E			

In the event of any inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) appropriate provisions of state and federal law, (b) Specific Terms and Conditions, (c) Basic Terms and Conditions, (d) other attachments incorporated by reference, and (e) other documents incorporated by reference.

THE CONTRACTING ORGANIZATION IDENTIFIED ABOVE (HEREINAFTER REFERRED TO AS AGENCY), AND SNOHOMISH COUNTY (HEREINAFTER REFERRED TO AS COUNTY), HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS CONTRACT. SIGNATURES FOR BOTH PARTIES ARE REQUIRED BELOW. BY SIGNING, THE CONTRACTOR IS CERTIFYING THAT IT IS NOT DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED FROM PARTICIPATING IN FEDERALLY FUNDED PROGRAMS.

FOR THE CONTRACTING ORGANIZATION:

 (Signature) (Date)

 (Title)

FOR SNOHOMISH COUNTY:

 Mary Jane Brell-Vujovic, Director
 Department of Human Services (Date)

EXHIBIT A
SPECIFIC TERMS AND CONDITIONS
SENIOR CENTER PROJECTS

I. DOCUMENTS INCORPORATED BY REFERENCE

In performing the services under this Contract, the Agency shall comply with the following documents incorporated by reference and maintained on file at the Division of Long Term Care and Aging (LTCA):

- A. LTCA Program Instructions;
- B. Multipurpose Senior Center Guidelines (hereinafter Guidelines), as now or hereafter amended, published by the Washington State Aging and Long-Term Support Administration; and
- C. *Senior Center Standards and Self-Assessment Workbook: Guidelines for Practice*, 1990 Edition, The National Council on the Aging, Inc.

II. REPORTING REQUIREMENTS

The Agency shall submit required reports on a format supplied or approved by LTCA. Overdue reports shall delay payment to the Agency until the next billing month.

<u>Report Titles</u>	<u>Due</u>
Quarterly Senior Center Participant and Volunteer Hours Tracking Report	Due 15th of the month following the reporting quarter.
Annual Survey Report	Due April 15, 2016.

- A. To be counted as a participant, a person must be a Snohomish County resident age 55 or older, who has signed in and participated in a face-to-face activity and for whom the Agency has a name, date of birth, and address.
- B. Quarterly Participant and Volunteer Hours Tracking Report shall include:
 - 1. Unduplicated count of participants by reporting quarter and year-to-date;
 - 2. The number of participants residing outside of the city in which the Agency is located, by reporting quarter and year-to-date; and

3. The number of volunteer hours by reporting quarter and year-to-date.

C. Quarterly Program Evaluation Project Report

1. Exhibit B, Scope of Work, Section II, Minimum Service Requirements, describes program evaluation projects.
2. Quarterly reports shall be submitted on a form submitted by LTCA.

III. HOURS OF SERVICE

The Agency will be open and provide services during its normal business hours of 10:00 AM to 3:00 PM Monday through Friday.

IV. REIMBURSEMENT

- A. The request for reimbursement must be submitted on forms approved by LTCA. The monthly billing shall be based on allowable expenses and be accompanied by monthly expenditure reports showing line-item expenditures corresponding to the Approved Budget or amended Approved Budget Exhibit C.
- B. The Agency must submit final request for reimbursement for 2016 expenses no later than January 8, 2017. Billings received after January 8, 2017 for expenses incurred in 2016 may not be processed.

V. TRAINING REQUIREMENTS

The Agency shall establish a training plan for all employees performing services under this Contract. The plan shall provide for orientation of new employees and ongoing in-service training for continuing employees. The training must be provided by qualified persons and will include either formal training sessions or on-the-job training. The dates and topics of training received shall be documented in a central file or in the personnel files of all employees who have received the training.

VI. EMERGENCY PROCEDURES

The Agency must establish a written plan that describes procedures to be followed in the event a client becomes ill or is injured while at the Agency's Center or if staff is in the client's home. The plan must be thoroughly explained to staff and volunteers.

VII. CLIENT GRIEVANCE PROCEDURE

Written information regarding the Client Grievance Procedure shall be posted in a place readily visible to clients.

VIII. STAFF REQUIREMENTS

The Agency shall retain sufficient qualified staff (paid or volunteer) to perform the following services:

- A. Administration and staff supervision;
- B. Accounting;
- C. Clerical services; and
- D. Custodial services.

IX. NON DISCRIMINATION

In addition to the provisions contained in the Basic Terms and Conditions Agreement (referenced on the Contract face page) between the Agency and Snohomish County, the following term applies:

The Agency and any subcontracting party shall comply with the Washington State Regulations for Barrier-Free Facilities, WAC 51-50-005, as amended. The Agency and subagencies shall provide barrier-free access to and egress procedures from facilities, meeting places, and structures that will enable the use of all program services for the disabled community.

EXHIBIT B

STATEMENT OF WORK

SENIOR CENTER PROJECTS

I. SERVICE DEFINITION

The Agency shall operate, or provide for the operation of a Senior Center. A Senior Center is a community facility where Snohomish County residents age 55 and over meet, receive services and participate in activities that enhance their dignity and support their involvement in the life and affairs of the community.

II. MINIMUM SERVICE REQUIREMENTS

A. The Agency shall:

1. Continue to provide a minimum of six (6) different services/programs. Service areas include, and are not limited to: social needs, intellectual needs cultural needs, economic needs, physical needs, personal growth, leadership potential, self-image improvement, intergenerational, and cooperative with other agencies.
2. Collect accurate participant data that supports successful completion of the Quarterly Participant and Volunteer Hours Tracking report. To be counted as a participant, a person must be a Snohomish County resident, age 55 or older, who has signed in and participated in a Agency-sponsored face-to-face activity and for whom the Agency has a name, date of birth and address.
3. Comply with the Program Survey process including:
 - a. By January 30, 2016 provide in writing to LTCA staff, a list of programs/activities that are provided at the Center's facility and that closely align with the priorities of the 1/10 of 1% Chemical Dependency and Mental Health program requirements; and
 - b. Conduct a survey, provided by LTCA staff, of all participants of the programs/activities that are provided at the Center's facility on March 8, 2016.

- ###### B. The Agency shall promptly forward all required reporting forms completed in prescribed detail and submitted on the dates set forth by the County. Overdue reports shall delay payment to the Agency until the next billing month.

- C. The Agency shall work with the County to establish protocols for data entry, data transfer and data sharing.
- D. The Agency shall send a representative to the Council on Aging Senior Center Committee.

III. MONITORING

The Agency will cooperate with LTCA as it conducts its assessment of senior center operations against the Senior Center Standards and County criteria for funding.

**SNOHOMISH COUNTY
HUMAN SERVICES DEPARTMENT**

EXPENDITURE NARRATIVE

AMOUNT	TYPE OF EXPENDITURE: i.e. Salaries: 40% Program person, etc. Benefits: FICA, MEDICAL, etc. Communications: Postage, Telephone, etc.
<p>\$6,000.00 \$1,000.00 \$6,000.00 \$10,000.00</p>	<p>Operating Equipment/ wiring, cable/ cameras Professional Services/ warranties and insurance on products Repairs and Maintenance installation and reuse any old equipment if possible Machinery and equipment/ hard drive, monitor, cameras</p>
<p>TOTAL \$23,000.00</p>	

EXHIBIT E

LABOR HARMONY REQUIREMENT

Adopting Written Contracting Policies for Certain Human Services Contracts
in Accordance With SCC 2.400.067

On March 25, 2009, the Snohomish County Council passed Ordinance No. 09-011 relating to contracts for all home care services and for those services funded by revenues derived from the tax imposed by SCC 4.25.010. The ordinance requires the Snohomish County Executive to adopt such written contracting policies as he determines necessary "to prevent or mitigate service disruptions caused by labor unrest within private sector providers of home care services, chemical dependency or mental health treatment services, or therapeutic court services, that would harm vulnerable members of the community, compromise the efficient delivery of county services, or adversely impact law enforcement services provided by the county" (SCC 2.400.067(1)). For purposes of these policies, the services described in SCC 2.400.067(1) are hereinafter referred to as the "Services."

I. NO SERVICE DISRUPTION GUARANTEE

The Agency agrees to maintain an appropriate level of service at all times in order to prevent or mitigate disruptions to the contracted-for services caused by labor unrest. The Agency agrees to sign a guarantee that appropriate levels of service will be maintained by the Agency at all times specified in the Contract (hereinafter, a "No Service Disruption Guarantee", which is attached as Attachment A to this Exhibit). Provided, however, that the provision of a signed, enforceable agreement (including but not limited to a collective bargaining agreement) between the Agency and the exclusive bargaining representative of the Agency's employees who are essential to the delivery of Services may substitute for the Agency's signing of a No Service Disruption Guarantee, so long as that signed agreement includes a No Service Disruption Guarantee and both the Agency and the exclusive bargaining representative agree to the substitution.

II. LABOR HARMONY PLAN

The Agency will, unless exempted under Section VI below, submit a plan to address how the Agency will make every good faith effort to resolve labor disputes without disrupting contracted-for services.

- A. If the employees of the Agency who are essential to the delivery of Services have an exclusive bargaining representative when the County contract or contract amendment is executed, that representative must jointly develop and approve the Labor Harmony Plan.

- B. If, during the course of the term of a contract for services, a labor organization informs the Agency and the County in writing that it is seeking to become the exclusive bargaining representative of the employees essential to the delivery of Services, the County will notify the Agency and the labor organization within seven (7) days that they must jointly submit to the County a Labor Harmony Plan to avoid service disruption (hereinafter, the "Notice"). If, after ninety (90) calendar days from the date of Notice, the Agency and the labor organization have not reached an agreement on a labor harmony plan and submitted it to the County, then the arbitration provision contained in Section V, below, shall apply.
- C. If the same labor organization is subsequently certified as the exclusive bargaining representative for the Agency's employees who are essential to the delivery of Services during the course of the term of a contract for Services, an updated Labor Harmony Plan jointly agreed to by the Agency and that exclusive bargaining representative must be submitted to the County by the Agency within ninety (90) calendar days from the date of certification of the labor organization as the exclusive bargaining representative or from the date of its voluntary recognition. If, after ninety (90) calendar days from the date of certification or recognition, the Agency and the labor organization have not reached an agreement on a labor harmony plan and submitted it to the County, then the arbitration provision contained in Section V, below, shall apply.

The Labor Harmony Plan must be signed by the Agency and the labor organization or collective bargaining representative, as the case may be, and may (but is not required to) be contained in a collective bargaining agreement signed by the employer and the representative if that agreement includes a No Service Disruption Guarantee and if it will be in effect during the full term of a contract for Services. A collective bargaining agreement that will expire before the end of the contract period may only serve as the Labor Harmony Plan if it is supplemented by a Labor Harmony Plan signed by the employer and the representative that addresses how the Agency will make every good faith effort to resolve labor disputes without disrupting contracted-for services during the portion of the contract period not covered by the agreement.

III. SANCTIONS FOR NONCOMPLIANCE

- A. Any efforts by the County to bring applicable service Agencies into compliance with these requirements must be consistent with the County's proprietary interest in preventing or mitigating disruptions in Services caused by labor unrest.
- B. A Agency's failure to submit a No Service Disruption Guarantee and, unless exempted under Section VI below, a Labor Harmony Plan to the County in accordance with these requirements may result in a denial of that Agency's application to contract for Services.

- C. A Agency's failure to maintain its No Service Disruption Guarantee and, unless exempted under Section VI below, to follow its Labor Harmony Plan may result in the mid-term termination of that Agency's contract for Services.
- D. In addition, the County may, in its sole discretion, deduct from the compensation that would otherwise have been paid to a Agency of Services the cost to the County of mitigating the impact on its clients caused by disruption of Services in violation of the Agency's No Service Disruption Guarantee.
- E. If the Agency and an exclusive bargaining representative, if any, do not take progressively responsible steps to restore Services within a reasonable period of time after a service disruption caused by labor unrest, such determination to be made in the sole and absolute discretion of the County, the County may terminate the Agency's contract for cause.
- F. A history of disruptions to Services due to labor unrest may also result in a disqualification of the Agency from the award of future County contracts for Services.

IV. APPEALS OF SANCTIONS

A Agency may choose to appeal the imposition of the sanctions described above, such appeal to be submitted in writing to the Director of the Snohomish County Human Services Department within thirty (30) calendar days of their assessment by the County. All appeals will be reviewed and decided within 15 calendar days of submittal by a panel of three (3) persons appointed by the County Executive, one of whom shall be the Director of the Snohomish County Human Services Department. None of the three (3) persons shall be employed by either the Agency or the labor organization. The review on appeal shall be limited to whether there was a reasonable basis for the original imposition of sanctions. The decision of the panel will be final, after which no further appeals will be accepted by the County.

V. ARBITRATION PROCEDURES

If a Agency and a labor organization or collective bargaining representative cannot agree on a Labor Harmony Plan as provided in §§ II.B and II.C above, either or both may submit the matter to a neutral third-party arbitrator. The arbitrator's decision will not in any way establish the terms of a collective bargaining agreement unless both parties agree to the terms.

In determining the appropriateness and efficacy of the parties' proposals, the arbitrator shall compare the parties' proposals with agreements entered into by other employers and labor organizations involving services similar to the Services under similar working conditions and with other similarly situated employees in comparable communities in the state of Washington unless an inadequate number of

comparable employers exists within the state of Washington, in which case comparable communities in the Pacific Northwest may be considered.

VI. EXEMPTIONS

- A. When the employees of a Agency who are essential to the delivery of Services are not represented by an exclusive bargaining representative and when no labor organization has notified the Agency that it is seeking to become the exclusive bargaining representative of those employees, a Agency will be exempted from submitting a Labor Harmony Plan.
- B. The County may, in its sole and absolute discretion, determine that its proprietary interests may be harmed if it refuses to contract with a Agency as a result of this policy. Among the factors that the County may consider in making this determination are whether the County has the ability to contract with another Agency that:
 - 1. Could provide the same Services with comparable cost and quality;
 - 2. Has a record of avoiding labor unrest, and
 - 3. Has, if applicable, submitted a Labor Harmony Plan to the County.
- C. In addition, if the labor organization or collective bargaining representative refuses to engage in arbitration with a Agency after the Agency's efforts to meet have been rebuffed and the Agency has requested arbitration, the Agency may be relieved of its obligation to engage in arbitration to develop its Labor Harmony Plan.

VII. SEVERABILITY

If any section, subsection, sentence, clause, phrase, portion or part of these written contracting policies is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of these policies.

ATTACHMENT A, EXHIBIT E

NO SERVICE DISRUPTION GUARANTEE

This Contract is subject to the provisions of SCC 2.400.067 and the Labor Harmony Requirements, Exhibit E. Those requirements include but are not limited to the following:

- A. The Agency agrees to maintain appropriate levels of Services at all times in order to prevent disruptions caused by labor unrest at all times specified in the Statement of Work, Exhibit B or amended Exhibit B. In addition, the Agency agrees to work jointly with the Department of Human Services to mitigate the impact on recipients of any disruptions in Services that may occur despite the Agency's best efforts to avoid them.
- B. This No Service Disruption Guarantee is a material element of the Contract. Failure of the Agency to comply with this Guarantee shall be deemed a breach of the Contract. The specific requirements, possible alternatives, sanctions for non-compliance, and appeals process described in Exhibit E shall apply to this Contract.
- C. A signed, enforceable agreement (including but not limited to a collective bargaining agreement) between the Agency and the exclusive bargaining representative of the Agency's employees who are essential to the delivery of Services may substitute for the Agency's signing of a No Service Disruption Guarantee, provided:
 - 1. The signed agreement includes a No Service Disruption Guarantee;
 - 2. Both the Agency and the exclusive bargaining representative agree to the substitution; and
 - 3. The agreement is valid for the duration of this Contract.

Signature

Date

Name and Title

If a signed, enforceable agreement between the Agency and the exclusive bargaining representative that includes a No Service Disruption Guarantee is submitted with this Contract in lieu of the signing of this No Service Disruption Guarantee, initial here

_____.

EXHIBIT H

HIPAA / BUSINESS ASSOCIATE AGREEMENT

SENIOR CENTER PROJECTS

I. PURPOSE

The Agency will receive, have access to or create Protected Health Information, as that term is defined below, in order to provide services on behalf of the County under the Contract. The purpose of this Exhibit is to provide assurances regarding responsibilities to maintain strict confidentiality, under the Health Insurance Portability and Accountability Act (Pub. L. No. 104-191) ("HIPAA") and the implementing regulations promulgated thereunder, 45 CFR Parts 160 and 164 (the "HIPAA privacy regulations"), of individually identifiable health information ("Protected Health Information" or "PHI") to which Agency gains access under this Contract. The HIPAA privacy regulations provide that a covered entity is permitted to disclose Protected Health Information to a business associate and allow the business associate to obtain and receive Protected Health Information, if the covered entity obtains satisfactory assurances in the form of a written agreement that the business associate will appropriately safeguard the Protected Health Information. For those purposes, the Agency is a business associate of the County.

II. DEFINITIONS

- A. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access Confidential Information.
- B. "Disclose" and "disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Agency's internal operations or to other than its employees.
- C. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
- D. "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- E. "Protected Health Information" has the same meaning as that term is defined in 45 C.F.R. § 160.103, limited to the information created or received by Agency from or on behalf of the County.

- F. "Required by law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information that is enforceable in a court of law. "Required by law" includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; statutes or regulations that require the production of information.
- G. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a Hardened Password, passphrase or other mechanism, authenticates a user to an information system.
- H. "Use" or "uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such information within Agency's internal operations.
- I. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms are defined in the HIPAA privacy regulations.

III. OBLIGATIONS OF AGENCY

- A. Use and Disclosure. The Agency shall not use or further disclose Protected Health Information other than as permitted or required by this Contract or as required by law.
- B. Appropriate Safeguards. The Agency shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Exhibit.
- C. Mitigation. The Agency shall mitigate, to the extent practicable, any harmful effect that is known to Agency of a use or disclosure of Protected Health Information by Agency in violation of the requirements of this Exhibit.
- D. Reporting Unauthorized Use or Disclosure. The Agency shall report to the County within five (5) business days any use or disclosure of Protected Health Information not provided for by this Exhibit of which it becomes aware.
- E. Use of Agents and Subagencies. The Agency shall require that each of its agents and subagencies to whom it provides Protected Health Information received from or created or received by Agency on behalf of the County agree in writing to the same restrictions and conditions that apply through this Exhibit to Agency with respect to such information.

- F. Individual Access. The Agency shall provide access, at the request of the County, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- G. Amendments to Protected Health Information. The Agency agrees to make any amendments to Protected Health Information that the County directs or agrees to pursuant to 45 C.F.R. § 164.526 within ten (10) business days of the County's request.
- H. Agency Compliance Records. The Agency shall make its internal practices, books and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Agency on behalf of, the County available to the County in the time and manner designated by the County, for purposes of the County determining the Agency's compliance with the HIPAA privacy regulations.
- I. Documentation and Accounting of Disclosures. The Agency shall document disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. The Agency further agrees to provide the County with such accounting within ten (10) business days of its request to respond to a request by an Individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

IV. PERMITTED USE AND DISCLOSURE BY AGENCY

- A. General Use and Disclosure. Except as otherwise limited by this Exhibit, the Agency may use or disclose Protected Health Information to perform its obligations and services to the County, provided that such use or disclosure would not violate the HIPAA privacy regulations if done by the County.
- B. Specific Use and Disclosure Provisions.
 - 1. Except as otherwise limited in this Exhibit, the Agency may use Protected Health Information for the proper management and administration of the Contract or to carry out the legal responsibilities of the Agency.
 - 2. Except as otherwise limited in this Exhibit, the Agency may disclose Protected Health Information for the proper management and administration of the Agency, provided that disclosures are required by law, or Agency obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Agency of any instances

of which it is aware in which the confidentiality of the information has been breached.

3. Except as otherwise limited in this Exhibit, the Agency may use Protected Health Information to provide data aggregation services to the County as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B), if applicable.
4. The Agency may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

V. OBLIGATION OF COUNTY

The County shall notify the Agency of any known future restrictions or limitations on the use of Protected Health Information that would affect Agency's performances of services under the Agreement, and Agency shall thereafter restrict or limit its uses and disclosures accordingly.

VI. TERMINATION FOR CAUSE

- A. In addition to and notwithstanding the termination provisions in the Contract, upon the County's discovery of a material breach by Agency of the provisions of this Exhibit, the County may:
 1. Provide an opportunity for Agency to cure the breach or end the violation and terminate the Contract if Agency does not cure the breach or end the violation within the time specified by the County; or
 2. Immediately terminate the Contract if Agency has breached a material term of the Contract and cure is not possible.
- B. If neither termination nor cure is feasible, the County shall report the violation to the Secretary of the United States Department of Health and Human Services.

VII. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- A. Except as provided in Section VII.B below, upon termination for any reason or expiration of the Contract, the Agency shall within ten (10) business days of such termination or expiration return or destroy all Protected Health Information received from the County, or created or received by the Agency on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subagencies or agents of Agency. The Agency shall retain no copies of the Protected Health Information.

- B. In the event that the Agency determines that returning or destroying the Protected Health Information is infeasible, the Agency shall provide to the County notification of the conditions that make return or destruction infeasible. If return or destruction is infeasible, the Agency shall extend the protections of this Exhibit to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Agency maintains such Protected Health Information. This provision shall survive termination of the Contract.

VIII. HITECH COMPLIANCE

- A. The Agency acknowledges and agrees to follow the provisions of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"). The HITECH Act outlines the Agency's obligations when addressing privacy, security and breach of notification.
- B. In the event of a breach of unsecured protected health information (PHI) or disclosure that compromises the privacy or integrity of PHI, the Agency shall take all measures required by state or federal law. The Agency shall provide the County with a copy of its investigative results and other information requested. The Agency shall report all PHI breaches to the County.
- C. The Agency shall notify the County within one (1) business day by telephone and in writing of any acquisition, access, use or disclosure of PHI not allowed by the provisions of this Agreement of which it becomes aware, and of any instance where the PHI is subpoenaed, copied or removed by anyone except an authorized representative as outlined in 45 CFR §§164.304, 164.314 (a)(2)(C), 164.504(e)(2)(ii)(C), and 164.400-.414.
- D. The Agency shall notify the County within one (1) business day by telephone or e-mail of any potential breach of security or privacy. The Agency shall follow telephone or e-mail notification with a secured faxed or other written explanation of the breach, to include the following: date and time of the breach, medium that contained the PHI, origination and destination of PHI, the Agency's personnel associated with the breach, detailed description of PHI, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible for the mitigation. The Agency shall address communications to:

Snohomish County Human Services
3000 Rockefeller Avenue, MS 305
Everett, WA 98201.

IX. MISCELLANEOUS

- A. No Third Party Beneficiaries. Nothing in this Exhibit shall confer upon any person other than the parties and their respective successors or assigns any rights, remedies, obligations or liability whatsoever.
- B. Interpretation. Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits the County to comply with the HIPAA and HITECH privacy regulations.
- C. Amendments. The parties agree to take such action as is necessary to amend the requirements under this Exhibit from time to time as is necessary for the County to comply with the requirements of the HIPAA and HITECH privacy regulations as may be amended or clarified by any applicable decision, interpretive policy or opinion of a court of the United States or governmental agency charged with the enforcement of the HIPAA and HITECH privacy regulations.

X. DATA SECURITY REQUIREMENTS

A. Data Transport.

When transporting Confidential Information electronically, including via email, the data will be protected by:

1. Transporting the data within the County network or Agency's internal network; or
2. Encrypting any data that will be in transit outside the County's network or Agency's internal network. This includes transit over the public Internet.

B. Protection of Data.

The Agency agrees to store data on one (1) or more of the following media and protect the data as described:

1. **Hard disk drives**. Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms that provide equal or greater security, such as biometrics or smart cards.
2. **Network server disks**. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to

the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

3. For confidential data stored on these disks, deleting unneeded data is sufficient as long as the disks remain in a secured area and otherwise meets the requirements listed in the above paragraph. Destruction of the data as outlined in Section D. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the secure environment.
4. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS or the County on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a secure area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access said data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
5. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS or the County on optical discs which will be attached to network servers and which will not be transported out of a secure area. Access to data on these discs will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
6. **Paper documents.** Paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe to which only authorized persons have access.

7. Data storage on portable devices or media.

- a. County data shall not be stored by the Agency on portable devices or media unless specifically authorized within the Specific Terms and Conditions of the Contract. If so authorized, the data shall be given the following protections:
 - 1) Encrypt the data with a key length of at least 128 bits;
 - 2) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
 - 3) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes;
 - 4) Physically protect the portable device(s) and/or media by:
 - a) Keeping them in locked storage when not in use;
 - b) Using check-in/check-out procedures when they are shared; and
 - c) Taking frequent inventories.
- b. When being transported outside of a secure area, portable devices and media with confidential County data must be under the physical control of Agency staff with authorization to access the data.
- c. Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a secure area.
- d. Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape, Zip or Jaz disks), or flash media (e.g. CompactFlash, SD, MMC).

8. Data Stored for Backup Purposes

- a. Data may be stored on portable media as part of an Agency's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while Confidential Information still exists upon it,

such media will be destroyed at that time in accordance with the disposition requirements in Section X.D Data Disposition.

- b. Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc) as part of an Agency's existing documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this Exhibit H. If this media is retired while Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section X.D Data Disposition.

C. Data Segregation.

1. County data must be segregated or otherwise distinguishable from non-County data. This is to ensure that when no longer needed by the Agency, all County data can be identified for return or destruction. It also aids in determining whether County data has or may have been compromised in the event of a security breach.
2. County data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-County data; or,
3. County data will be stored in a logical container on electronic media, such as a partition or folder dedicated to County data. Or,
4. County data will be stored in a database which will contain no non-County data. Or,
5. County data will be stored within a database and will be distinguishable from non-County data by the value of a specific field or fields within database records. Or,
6. When stored as physical paper documents, County data will be physically segregated from non- County data in a drawer, folder, or other container.
7. When it is not feasible or practical to segregate County data from non-County data, then both the County data and the non- County data with which it is commingled must be protected as described in this Exhibit.

D. Data Disposition.

When the contracted work has been completed or when no longer needed, except as noted in B.2 above, data shall be returned to the County or destroyed. Media on which data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or removable media (e.g. floppies, USB flash drives, portable hard disks, Zip or similar disks)	<ol style="list-style-type: none"> 1. Using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data; 2. Degaussing sufficiently to ensure that the data cannot be reconstructed; or 3. Physically destroying the disk.
Paper documents with sensitive or confidential data	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of data will be protected.
Paper documents containing confidential information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration.
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive.
Magnetic tape	Degaussing, incinerating or crosscut shredding.

- E. Notification of Compromise or Potential Compromise. The compromise or potential compromise of County shared data must be reported to the County contact designated in the Contract within one (1) business day of discovery.
- F. Data shared with Subagencies. If County data provided under this Contract is to be shared with a subagency, the Contract with the subagency must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Agency cannot protect the data as articulated within this Contract, then the Contract with the subagency must be submitted to the County contact specified for this Contract for review and approval.

ATTACHMENT 1, EXHIBIT H

Agency Agreement on Nondisclosure of Confidential Information
This form is for Agencies and other non-County employees.

CONFIDENTIAL INFORMATION		
<p>“Confidential Information” means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, protected health information as defined by the federal rules adopted to implement the Health Insurance Portability and Accountability Act of 1996, 42 USC §1320d (HIPAA), and Personal Information.</p> <p>“Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.</p>		
REGULATORY REQUIREMENTS AND PENALTIES		
<p>State laws (including RCW 74.04.060; RCW 70.02.020, and RCW 71.05.390) and federal regulations (including HIPAA Privacy and Security Rules; 42 CFR, Part 2; 45 CFR Part 431) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines. You may face civil penalties for violating HIPAA Privacy and Security Rules up to \$50,000 per violation and up to \$1,500,000 per calendar year as well as criminal penalties up to \$250,000 and ten years imprisonment.</p>		
ASSURANCE OF CONFIDENTIALITY		
<p>In consideration for Snohomish County granting me access to County property, systems, and Confidential Information, I agree that I:</p> <ol style="list-style-type: none">1. Will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this agreement for any purpose that is not directly connected with the performance of the contracted services except as allowed by law.2. Will protect and maintain all Confidential Information gained by reason this agreement against unauthorized use, access, disclosure, modification or loss.3. Will employ reasonable security measures, including restricting access to Confidential Information by physically securing any computers, documents, or other media containing Confidential Information.4. Have an authorized business requirement to access and use County systems or property, and view its data and Confidential Information if necessary.5. Will access, use and/or disclose only the “minimum necessary” Confidential Information required to perform my assigned job duties.6. Will not share County system passwords with anyone or allow others to use the County systems logged in as me.7. Will not distribute, transfer, or otherwise share any County software with anyone.8. Understand the penalties and sanctions associated with unauthorized access or disclosure of Confidential Information.9. Will forward all requests that I may receive to disclose Confidential Information to my supervisor for resolution.10. Understand that my assurance of confidentiality and these requirements do not cease at the time I terminate my relationship with my employer or the County.		
FREQUENCY OF EXECUTION AND DISPOSITION INSTRUCTIONS		
<p>This form will be read and signed by each non-County employee who has access to Confidential information, and updated at least annually. Provide the non-County employee signor with a copy of this Assurance of Confidentiality and retain the original of each signed form on file for a minimum of six years.</p>		
SIGNATURE		
PRINT/TYPE NAME	NON-COUNTY EMPLOYEE’S SIGNATURE	DATE

EXHIBIT I

MAJOR INCIDENT REPORTING POLICIES AND PROCEDURES

SENIOR CENTER PROJECTS

I. POLICY

- A. Agencies must report major incidents to the appropriate County authorities within one (1) business day from when the Agency becomes aware of the incident. When personal safety is at stake, reporting should occur as soon as the safety of all persons is assured and all necessary emergency measures have been taken.
- B. Agencies must report suspected abuse, abandonment, neglect, self-neglect, exploitation, and financial exploitation of vulnerable adults or children to DSHS Adult Protective Services (APS) or Child Protective Services (CPS) per RCW 74.34 and RCW 26.44.
- C. Major incidents as outlined below must be reported directly to the County in addition to any other mandated reporting authorities. This refers specifically to County contracted services:
 1. Death, disappearance, or significant injury requiring hospital admission of a client when suspicious or unusual;
 2. Major disruption of an County contracted service;
 3. Any event involving known media interest or litigation;
 4. Any violent act to include rape or sexual assault, as defined in RCW 71.05.020 and RCW 9.94A.030, or any homicide or attempted homicide committed by a client or staff;
 5. Confidential data loss that would potentially compromise the security or privacy of confidential information held by the County or the Agency;
 6. Any breach or loss of client data in accordance with HIPAA regulations; and
 7. Credible allegations of fraud committed against the Agency by staff or volunteers.
- D. If the County becomes aware of major incidents as described in Policy #C, which may not be known by the Agency, the County will report the incident to

the Agency's management within one (1) business day of when the County becomes aware of the incident.

- E. Major incidents as described in Policy #C must be reported by phone or email to the LTCA Supervisor or County Division Manager. The report must include the following:
 - 1. A description of the issue;
 - 2. Relevant background;
 - 3. Agency actions or recommendations; and
 - 4. Follow-up if needed to close out the issue.
- F. Each Agency must distribute the Major Incident Reporting Policies and Procedures to all of its employees.

II. PROCEDURES

- A. Agencies will establish a written policy on procedures to follow in reporting major incidents to the County, with clearly delineated chain of command.
- B. The Agency must report to one (1) of the following County staff by phone or email: LTCA Supervisor or County Division Manager. The report must include the following:
 - 1. A description of the issue.
 - 2. Relevant background.
 - 3. Agency actions or recommendations.
 - 4. Follow-up if needed to close out the issue.
- C. The Agency's staff must report suspected abuse, abandonment, neglect, self-neglect, exploitation, and financial exploitation of vulnerable adults or children to DSHS Adult Protective Services (APS) – 1-866-221-4909 or Child Protective Services (CPS) – 1-866-363-4276. If the person you suspect is being abused or neglected is living in a nursing home, assisted living facility, or adult family home call the Complaint Resolution hotline at 1-800-562-6078. Call immediately if you become aware or suspect abuse, abandonment, neglect, self-neglect, exploitation, and financial exploitation of vulnerable adults or children.

- D. If the County becomes aware of major incidents as described in Policy #C, which may not be known by the Agency, the County will report the incident to the Agency's management within one (1) business day of when the County becomes aware of the incident.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Adopt Resolution authorizing _____ Consent
the submittal of a Youth _____ Action
Athletic Facilities Program _____ First Reading
grant funding application to the _____ Second Reading
Recreation and Conservation _____ Third Reading
Office to aid in financing the _____ Public Hearing
cost of facility development for _____ Budget Advisory
Phil Johnson Ballfields

COUNCIL BILL # _____
Originating Department Parks
Contact Person Lori Cummings
Phone Number 425-257-8353
FOR AGENDA OF June 8, 2016

Initialed by:
Department Head _____
CAA 
Council President 

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
400 West Sievers-Duecy Boulevard		Resolution	Parks, Administration

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

DETAILED SUMMARY STATEMENT:

The State of Washington’s Recreation and Conservation Office (RCO) is offering a competitive grant process for funds available through the Youth Athletic Facilities Grant Program. The Parks and Recreation Department intends to submit a funding request to renovate and convert four aging youth baseball and softball fields, consisting of synthetic infields and natural turf outfields, into all synthetic fields. This would allow the fields to operate year-round and not only accommodate youth baseball and softball, but also youth lacrosse and soccer. If awarded a grant, funding would be available in the State’s 2017-2019 Biennial Budget.

Submittal of a grant funding request requires that the submitting agency include an “authorizing resolution” by an agency’s governing body to accompany the application. Agencies are required to use a “model” authorizing resolution provided by the RCO. City staff has worked with RCO staff to tailor a resolution that, to the greatest degree possible, is formatted to resemble the City of Everett format.

RECOMMENDATION:

Adopt a Resolution authorizing the submittal of a Youth Athletic Facilities Program grant funding application to the Recreation and Conservation Office to aid in financing the cost of facility development for Phil Johnson Ballfields and authorize the Mayor to sign documents required to accept and implement any award of the grant.



RESOLUTION NO. _____

A **RESOLUTION** that authorizes submitting applications for grant funding assistance for Youth Athletic Facilities projects to the Recreation and Conservation office as provided in WAC 286 and subsequent Legislative action.

WHEREAS, under the provisions of the Youth Athletic Facilities (YAF) program, state grant assistance is requested to aid in financing the cost of facility development; and

WHEREAS, the City of Everett considers it in the best public interest to complete the project described in the application;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERETT that:

1. The Mayor or his/her designee is authorized to make formal application to the Recreation and Conservation Office for grant assistance.
2. Any grant assistance received will be used for direct costs associated with implementation of the project referenced above.
3. The City of Everett hereby certifies that its matching share of project funding will be derived from City of Everett funds, and that pursuant to WAC 286-13-040 (3) we must certify the available match at least one month before funding approval. In addition, the City of Everett is responsible for supporting all non-cash commitments to this project should they not materialize.
4. The City of Everett acknowledges that the grant assistance, if approved, will be paid on a reimbursement basis, meaning that the City of Everett will only request payment from the Recreation and Conservation Office after eligible and allowable costs have been incurred and payment remitted to the City's vendors, and that the Recreation and Conservation Office will hold retainage until the project is deemed complete.
5. The City of Everett acknowledges that any facility developed through grant assistance from the Recreation and Conservation Funding Board must be reasonably maintained and made available to the general public at reasonable hours and times of the year according to the type of area or facility unless other restrictions have been agreed to by the Recreation and Conservation Director of the Recreation and Conservation Funding Board.

6. The City of Everett acknowledges that any facility developed with grant assistance from the Recreation and Conservation Funding Board must be dedicated for public outdoor recreation purposes, and be retained and maintained for at least 20 years from the date of final project reimbursement unless otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board.
7. This resolution becomes part of a formal application to the Recreation and Conservation Office for grant assistance.
8. As part of the adoption process of this resolution, the City of Everett provided appropriate opportunity for public comment regarding this application for grant funding assistance for Phil Johnson Ballfields.

This resolution was adopted by the City of Everett during the city council meeting held:

Location Everett, Washington Date June 8, 2016

Signed and approved by the following authorized representatives:

Council Person Introducing Resolution _____

Council President _____ Date _____

Attest _____

Approved as to form _____

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Adopt Resolution authorizing the submittal of a Washington Wildlife and Recreation Program grant funding application to the Recreation and Conservation Office to aid in financing the cost of facility development for Phil Johnson Ballfields

_____ Consent
 _____ Action
 _____ First Reading
 _____ Second Reading
 _____ Third Reading
 _____ Public Hearing

COUNCIL BILL # _____
 Originating Department Parks
 Contact Person Lori Cummings
 Phone Number 425-257-8353
 FOR AGENDA OF June 8, 2016

Initialed by:
 Department Head _____
 CAA db
 Council President AT

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
400 West Sievers-Duecy Boulevard		Resolution	Parks, Administration

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

DETAILED SUMMARY STATEMENT:

The State of Washington’s Recreation and Conservation Office (RCO) offers a competitive grant process every two years for funds available through the Washington Wildlife and Recreation Program. This occurs in even numbered years. The Parks and Recreation Department intends to submit a funding request to renovate and convert four aging youth baseball and softball fields, consisting of synthetic infields and natural turf outfields, into all synthetic fields. This would allow the fields to operate year-round and not only accommodate youth baseball and softball, but also youth lacrosse and soccer. If awarded a grant, funding would be available in the State’s 2017-2019 Biennial Budget.

Submittal of a grant funding request requires that the submitting agency include an “authorizing resolution” by an agency’s governing body to accompany the application. Agencies are required to use a “model” authorizing resolution provided by the RCO. City staff has worked with RCO staff to tailor a resolution that, to the greatest degree possible, is formatted to resemble the City of Everett format.

RECOMMENDATION:

Adopt Resolution authorizing the submittal of a Washington Wildlife and Recreation Program grant funding application to the Washington State Recreation and Conservation Office to aid in financing the cost of facility development for Phil Johnson Ballfields and authorize the Mayor to sign documents required to accept and implement any award of the grant.



RESOLUTION NO. _____

A **RESOLUTION** that authorizes submitting applications for grant funding assistance for Washington Wildlife and Recreation Program projects to the Recreation and Conservation office as provided in Chapter 79A.15 RCW, Acquisition of habitat conservation and outdoor recreation lands, WAC 286 and subsequent Legislative action

WHEREAS, the City of Everett approved a comprehensive parks and recreation plan on May 25, 2016 that includes this project; and

WHEREAS, under the provisions of the Washington Wildlife and Recreation Program (WWRP), state grant assistance is requested to aid in financing the cost of facility development for Phil Johnson Ballfields; and

WHEREAS, the City of Everett considers it in the best public interest to complete the project described in funding applications to the Washington Wildlife and Recreation Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERETT that:

1. The Mayor or his/her designee is authorized to make formal application to the Recreation and Conservation Office for grant assistance.
2. Any grant assistance received will be used for direct costs associated with implementation of the project referenced above.
3. The City of Everett hereby certifies that its matching share of project funding will be derived from City of Everett funds, and other match eligible funds if made available to the City, and that the City of Everett is responsible for supporting all non-cash commitments to this project should they not materialize.
4. The City of Everett acknowledges that the grant assistance, if approved, will be paid on a reimbursement basis, meaning that the City of Everett will only request payment from the Recreation and Conservation Office after eligible and allowable costs have been incurred and payment remitted to the City's vendors, and that the Recreation and Conservation Office will hold retainage until the project is deemed complete.
5. The City of Everett acknowledges that any facility developed at Phil Johnson Ballfields through grant assistance from the Recreation and Conservation Funding Board must be reasonably maintained and made available to the general public at reasonable hours and

times of the year according to the type of area or facility unless other restrictions have been agreed to by the Recreation and Conservation Director of the Recreation and Conservation Funding Board.

6. The City of Everett acknowledges that any facility developed at Phil Johnson Ballfields with grant assistance from the Recreation and Conservation Funding Board must be dedicated for public outdoor recreation purposes, and be retained and maintained for such use for perpetuity unless otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board.
7. This resolution becomes part of a formal application to the Recreation and Conservation Office for grant assistance; and
8. As part of the adoption process of this resolution, the City of Everett provided appropriate opportunity for public comment regarding this application for grant funding assistance for Phil Johnson Ballfields.

This resolution was adopted by the City of Everett during the city council meeting held:

Location Everett, Washington Date June 8, 2016

Signed and approved by the following authorized representatives:

Council Person Introducing Resolution _____

Council President _____ Date _____

Attest _____

Approved as to form _____