

# Everett City Council Agenda

## 6:30 P.M. September 7, 2016

### City Council Chambers

Roll Call

Approval of Minutes: August 31, 2016

Pledge of Allegiance

Mayor's Comments

Council Comments/Liaison Reports

Administration Update on prior business

City Attorney

Citizen Comments

CONSENT ITEMS:

(1) Adopt Resolution No. \_\_\_\_ authorizing claims against the City of Everett in the amount of \$2,096,375.04 for the period of August 20, 2016 through August 26, 2016.

Documents:

[res-102.pdf](#)

(2) Adopt Resolution No. \_\_\_\_ authorizing payroll claims against the City of Everett in the amount of \$ 3,846,785.42 for the period ending August 20, 2016.

Documents:

[payroll-68.pdf](#)

ACTION ITEMS:

(3) Adopt a Resolution establishing a Policy Relating to Compliance with the Public Records Act.

Documents:

[Public Records.pdf](#)

(4) Authorize the Mayor to sign Amendment No. 1 to the Professional Services Agreement with the DLR Group for the design of the Service Center Redevelopment Project in the amount of \$2,003,747.00.

Documents:

[Service Center Redevelopment.pdf](#)

(5) Authorize the Mayor to sign a Professional Services Agreement with the Washington State Umpires Association for softball and fastpitch umpires and flag football officials in an amount not to exceed \$75,000.00.

Documents:

[fastpitch.pdf](#)

(6) Authorize the Mayor to sign the East County Fire Support Services Division Associate Interlocal Agreement for installation of modems and antennas in fire department emergency vehicles in the approximate amount of \$20,000.00.

Documents:

[East County Fire.pdf](#)

Executive Session

Adjourn

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The City of Everett does not discriminate on the basis of disability in the admission or access to, or treatment in, its programs or activities. Requests for assistance or accommodations can be arranged by contacting the Everett City Council Office at 425 257-8703.



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



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

That the payroll of the employees of the City of Everett as of August 20, 2016, and checks issued August 26, 2016, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	10,565.76	\$5,547.43
003	Legal	\$57,967.29	19,981.54
004	Administration	50,679.17	15,811.06
005	Municipal Court	45,162.23	18,926.40
007	Personnel	44,976.82	16,404.38
010	Finance	53,561.74	20,363.07
015	Information Technology	50,821.78	19,339.02
021	Planning & Community Dev	43,356.32	14,465.08
022	Neighborhoods & Community Svcs	5,370.08	2,315.78
024	Public Works	149,052.92	56,341.88
026	Animal Shelter	35,252.85	13,216.46
027	Senior Center	11,027.93	4,026.23
031	Police	805,649.09	243,004.28
032	Fire	647,088.51	174,458.53
038	Facilities/Maintenance	65,644.07	29,014.38
101	Parks & Recreation	236,670.50	77,233.37
110	Library	117,227.23	41,122.05
112	Community Theatre	6,880.76	3,077.39
120	Street	66,179.27	27,488.54
153	Emergency Medical Services	168,650.89	48,172.07
197	CHIP	9,033.99	3,907.11
198	Community Dev Block	6,504.96	2,250.94
401	Utilities	679,084.74	263,069.39
425	Transit	371,259.20	155,424.96
440	Golf	35,082.72	10,792.15
501	Equip Rental	64,212.36	26,137.53
507	Telecommunications	9,822.24	4,013.61
		<u>\$3,846,785.42</u>	<u>\$1,315,904.63</u>

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

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

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





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

A Resolution Establishing a Policy Relating to Compliance with the Public Records Act

**Whereas**, the Public Records Act requires the City to adopt and enforce reasonable rules and regulations to provide full public access to public records; and

**Whereas**, this Resolution provides policy and procedures for responding to and fulfilling requests for disclosure of public records in accordance with the Act; and

**Whereas**, this policy also includes information to assist the public in accessing public records; and

**Whereas**, this policy serves as an extension of the rules and regulations established in EMC Chapter 2.92;

**NOW, THEREFORE, THE CITY COUNCIL HEREBY RESOLVES THE FOLLOWING:**

**Section 1:**

**1.0 General**

The City is required by Chapter 42.56 RCW (the Public Records Act) to adopt and enforce reasonable rules and regulations to provide full public access to public records. This policy and procedure complies with the requirements of the Public Records Act by providing for consistent and predictable practices for responding to and fulfilling requests for public records in a manner consistent with the Act.

The policy portion of this document clarifies the City's goals and intent with respect to providing access to public records. The procedure portion of the document describes the process for requesting and fulfilling public records requests in keeping with legal requirements.

This policy includes statutory requirements and best practices. Nothing in this policy is intended to create legal obligations or rights beyond those obligations and rights created by statute or other binding laws.

## Section 2:

### 2.0 Definitions

For the purpose of this policy, the following definitions apply:

**2.1 “All records relating to,”** “all records regarding,” or “all records pertaining to” means those records that directly and fairly address the topics that are reasonably identifiable by the Records Liaison fulfilling the request. These phrases are inherently ambiguous and requestors are encouraged to avoid using such terms when possible to avoid unnecessary delays.

**2.2 “City of Everett”** means the City of Everett, Washington. The City of Everett is a general purpose governmental entity that provides the full range of municipal services allowed by statute or charter. These services include police, fire, emergency medical, street maintenance, planning and zoning, libraries, parks and recreation, and general administrative services. In addition to its general government services, the City operates five enterprises: water and sewer utility, solid waste (recycling) utility, two golf courses, a transit system, and a parking garage.

**2.3 “Court records request”** means any request for Everett Municipal Court records. Everett Municipal Court records are exempt from the Public Records Act and are subject to release directly through the Everett Municipal Court under General Rule 31.1.

**2.4 “Exempt record”** means records or portions of records that are exempt from public disclosure. Exemptions include those identified in the Public Records Act or in other statutes incorporated by RCW 42.56.070. Exemption from disclosure of a portion of a record does not automatically exempt the remainder of the record from disclosure. Exempt portions of records may be subject to redaction.

**2.5 “Public record”** means any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. Electronic data, including e-mail, that meet this definition shall be considered a public record. Records created or received by employees using non-city devices only meet the definition of public record if the employee was acting within the scope of employment when the record was created or received.

**2.6 “Public records request”** means a request made to the City of Everett pursuant to the Public Records Act for disclosure of public records. Requests for public records made pursuant to other statutory rights of access to public records shall not be considered “public records requests” but may be otherwise handled under this policy.

**2.7 “Public Records Liaison” and “Records Liaison”** means the person or persons designated by a department director or designee to accept, track by log, and arrange for fulfillment of requests for disclosure of public records within a City department.

**2.8 “Public Records Officer”** means the City Clerk or designee.

**2.9 “Record holder”** means the department or particular staff person in custody of a primary record.

**2.10 “Requestor”** means the individual making the request for disclosure of public records by submitting an official public records request.

### **Section 3:**

#### **3.0 Policy**

##### **3.1 General**

Public records maintained by the City of Everett are and remain the property of the City. It is the policy of the City of Everett to provide access to public records in accordance with the requirements of Chapter 42.56 RCW. Procedures governing access to public records shall ensure access to public records without discrimination to persons requesting access to records and shall provide appropriate safeguards for information exempted from or prohibited from disclosure by statute.

In order to fully assist the public in requesting public records, the City shall encourage the use of available electronic resources whenever possible for accessing, requesting, and fulfilling requests for public information, including use of email and provision of information on the City’s website.

##### **3.2 Public Records Officer**

The City Clerk shall serve as the Public Records Officer of the City of Everett. The City Clerk may appoint a designee to fulfill the responsibilities of the Public Records Officer.

The Public Records Officer shall oversee compliance with the Public Records Act throughout the City by serving as a point of contact for City staff and members of the public seeking access to public records; however, not every request must be addressed to the Public Records Officer, nor is it intended that every request be reviewed by the Public Records Officer prior to fulfillment. In the interest of providing effective access to public records, the Public Records Officer may refer parties requesting public records to an appropriate department Records Liaison as appropriate.

The Public Records Officer shall maintain a list of department Records Liaisons who are designated to accept and fulfill requests for disclosure of public records on a regular basis, and shall provide advice and instruction to Records Liaisons and other staff members regarding fulfillment of such requests.

The Public Records Officer shall distribute updates on laws, legal precedents, and policy changes affecting fulfillment of records requests, as appropriate, and shall approve all forms for requesting and responding to requests of public records.

### **3.3 Public Records Liaisons**

There shall be a network of Records Liaisons with representatives in every department of the City to assist the public in obtaining access to public records. Each department director shall designate at least one Records Liaison and one backup Records Liaison. Each department will inform the Public Records Officer of all Records Liaisons and designated backups.

Under the oversight of the Public Records Officer, Records Liaisons may accept requests for public records in the possession of their respective departments and may respond to requestors in accordance with the requirements of state statutes and this policy and procedure.

In consultation with the Public Records Officer, Record Liaisons may communicate directly with requestors, forward requests to other City employees as necessary, compile requested records, arrange for the supervised public inspection and copying of requested records, maintain files and logs of official requests fulfilled by them, and provide periodic statistical reporting of disclosure activity to the Public Records Officer.

### **3.4 Police Records Unit**

The coordination, tracking, and fulfillment of requests for police records are the responsibility of the Police Department. The Public Records Officer will serve as an advisor to the Police Records Liaisons, but will not provide oversight of the fulfillment process.

### **3.5 Public Records Requests**

Requests for public records should be made in writing. The City shall provide an official form for submission of public records requests. Forms for the purpose of requesting public records shall be approved by the Public Records Officer for general use by City staff. These forms shall not be edited for distribution without the approval of the Public Records Officer. As needed, the Public Records Officer may approve alternate request forms that are specialized for request of records with unique statutory considerations, such as law-enforcement records.

Acceptance of requests by means other than on official forms approved by the Public Records Officer shall be in accordance with the procedures outlined in this policy and procedure.

### **3.6 City Response**

Staff shall respond promptly to requests for public records in accordance with the requirements of RCW 42.56.520 and this policy and procedure. **The deadline for initial response to the records request is five (5) business days after receipt of the request.** Business days do not include weekends or City holidays.

Initial and final responses from staff to official requests for public records shall be made in writing and may be by fax, letter, notation on a request form, or e-mail. Staff may ask for clarification of a request in order to properly identify the records being requested. Clarification of requests may be obtained in writing or verbally.

All requests for public records shall be afforded the same treatment and consideration, without distinction among persons, and without regard to the intent of the request.

To reduce proliferation of paper copies and in the interest of efficiently and expeditiously responding to requests for disclosure of public records, the Public Records Officer and Records Liaisons are encouraged to use electronic means to respond to, fulfill, and track records requests.

This policy shall not obligate staff to create electronic or other records, or to convert electronic records into a format or medium in which the records are not already maintained. When asked by a requestor to convert an electronic record into a different format, staff is encouraged to do so when reasonable and technologically feasible, provided such conversion is not unduly burdensome and does not interfere with other essential City functions. Requestors may request paper copies of electronic records subject to applicable copying charges adopted by the City.

Responses to requests of public records, including responses by electronic mail, become public records in their own right, subject to the provisions of the Public Records Act and the retention requirements of the Office of the Secretary of State, and shall be maintained accordingly.

### **3.7 Exemption**

The Public Records Act and other statutes exempt from or prohibit disclosure of certain public records. It is the policy of the City of Everett to provide prompt and helpful access to all public records in the City's custody that State statutes do not exempt or prohibit from disclosure. Requested records may only be withheld or redacted consistent with statutory requirements, which shall be documented for the requestor in accordance with the requirements of RCW 42.56.210.

Some public records that are otherwise subject to disclosure may contain specific content that is exempt from disclosure. The presence of exempt information does not necessarily exempt an entire record from disclosure. Exempt portions of an otherwise disclosable record shall be redacted prior to inspection or copying and such redactions shall be documented. The requestor shall be notified of the redaction in accordance with the requirements of RCW 42.56.210.

The following are summaries of common exemptions relied upon by the City. Note, the City reserves the right to assert any exemptions permitted by law when the City determines non-disclosure serves the public interest and is not limited to the exemptions listed below:

- 3.7.1 Records that are protected by trade secrets law (RCW 19.108);
- 3.7.2 Valuable formulae, designs, drawings, computer source code or object code, and research data obtained by the City within five years of the request for disclosure when disclosure would produce private gain and public loss (RCW 42.56.270 (1));
- 3.7.3 Personal information in files maintained for council members and City employees to the extent that disclosure would violate their right to privacy, including but not limited to addresses, phone numbers, Social Security numbers, driver license numbers, voluntary deductions, marriage status, information about dependents, and any garnishment deductions (RCW 42.56.230(3) & .250(3));

- 3.7.4 Preliminary drafts, recommendations, and intra-agency memoranda in which opinions are expressed or policies formulated or recommended, except that a specific record shall not be exempt when publicly cited by the City in connection with any City action (RCW 42.56.280);
- 3.7.5 All applications for public employment, including the names of applicants, resumes, and other related materials submitted with respect to an applicant (RCW 42.56.250(1));
- 3.7.6 Records in investigative files, including police and code-enforcement investigations, to the extent that nondisclosure is essential for effective law enforcement or for the protection of any person's right to privacy (RCW 42.56.240(1));
- 3.7.7 Identifying information for victims or witnesses of crimes under certain circumstances (RCW 42.56.240(2) & (5));
- 3.7.8 Records created in anticipation of litigation (RCW 42.56.290); or
- 3.7.9 Records reflecting communications between attorneys and City employees where legal advice is sought or received (RCW 5.60.060(2)).

### **3.8 Broad Requests and Installments**

When a request that appears to be broad in nature is received, staff shall request clarification from the requestor to ensure that the appropriate records are identified. Clarification shall focus on information needed to identify responsive records. Any information provided about the purpose of the request shall not be used as a basis for denying the request.

When appropriate, as part of the clarification process, staff may work with the requestor to find ways to narrow the request. When a requestor agrees to narrow a request, nothing prevents the requestor from later expanding the request back to its original scope.

Large or complex requests may be fulfilled through an installment process as described in this policy and procedure. When installments are provided and are not claimed or inspected, the City may postpone compilation of later installments or treat the request as abandoned and closed. In such cases, staff shall consult with the Public Records Officer before postponing compilation of an installment.

## **Section 4:**

### **4.0 Procedure**

#### **4.1 Applicability**

This policy and procedure shall apply to all employees of the City of Everett, the Everett Elected Officials, and all advisory boards and commissions of the City of Everett. This policy and

procedure does not apply to responses to legal discovery requests governed by State or Federal Rules of Civil Procedure.

#### **4.2 Public Records Officer**

The Public Records Officer shall oversee the City's compliance with the Public Records Act and shall serve as primary point of contact for public records access. The Public Records Officer shall have the following responsibilities:

- Oversee compliance with disclosure laws;
- Serve as primary point of contact for the public for access to public records;
- Serve as a single point of contact to coordinate the City's response when a request involves multiple record holders, is broad in scope, or is otherwise complicated to fulfill;
- Direct the public to appropriate Records Liaisons in possession of particular records;
- Serve as a resource to staff on topics related to disclosure of public records;
- Maintain a list of department Records Liaisons;
- Consult with Records Liaisons and other staff about fulfillment of records requests;
- Approve forms for use in processing records requests;
- Disseminate legal updates and policy changes affecting records requests;
- Collect and analyze relevant information related to the City's performance of public records disclosure; and
- Maintain the City of Everett Public Records webpage.

Current names and contact information for all Records Liaisons and backups shall be provided by City departments to the Public Records Officer.

#### **4.3 Form of Request**

It is recommended that requests for public records be made in writing using the City's approved submittal form. Requests shall include, at a minimum, the following information:

- An indication that the request is being made for access to a public record pursuant to the Public Records Act;
- The requestor's name, address, and convenient means of contact such as email address, phone number, fax, etc.;
- The date of the request;
- A description of the records requested sufficient to identify the records;
- Whether the requester wants to inspect records or wants copies.

When paper copies are requested, the requestor should also indicate if they wish to be contacted by the City if copy costs will exceed twenty dollars (\$20.00).

Written requests submitted by mail, email, fax, personal delivery, or other means should include a completed request form. When a written request is received that does not include a completed request form or the information listed above, staff may ask the requestor to complete and submit a form to obtain information needed to identify records or respond effectively. In cases where a requestor refuses to submit a request form, staff shall transcribe the request for the requestor, ask the requestor to verify in writing that it correctly memorializes the request, and consult with the Public Records Officer to ensure an appropriate response.

### **Receipt by Staff**

Records requests may be accepted by any department staff person under the general direction of the Public Records Officer. Such requests shall be receipt stamped or dated on the face of the request and forwarded to the Public Records Officer by electronic means. If the staff person does not have the immediate capability to forward the request to the Public Records Officer, the staff member shall inform and provide the supervisor or Records Liaison with the request for immediate transmittal to the Public Records Officer.

Until the Public Records Officer provides confirmation, the request is the responsibility of the department supervisor or Records Liaison.

### **Unnoticed Requests**

It is the requestor's obligation to provide the City with fair notice that a Public Records Act request has been made. When a requestor does not use an official request form, or makes a request to an employee who is not a Records Liaison or the Public Records Officer, or includes a request as part of other documents provided to the City for reasons other than making a Public Records Act request, the requestor may not be providing fair notice to the City. To ensure fair notice is provided, requestors are encouraged to use official forms, make the request through the Clerk's office, and/or take other steps to clearly identify their request. For example, when a request is submitted with other documents not related to disclosure of public records, it shall be the responsibility of the requestor to provide reasonable notice that a public record request is included. This notice may be in the form of an entry on a cover or transmittal sheet.

### **Lists of Individuals**

Requests for disclosure of public records that include lists of individuals require a signed certification by the requestor that such lists shall not be used for commercial purposes. A certification provision is included on the City's official records request form. The Public Records Officer may do research to confirm that the request is not for commercial purposes.

## **4.4 Personnel and Employment Records**

All personnel and employment records must be reviewed by the Human Resources Department prior to release.

## **4.5 Police Records**

The Public Records Officer shall transfer all requests for police records received by the City Clerk's Office or other City departments to the Police Department and document the transfer.

The Public Records Officer will also provide the requestor with information confirming the transfer and contact information. The Public Records Officer will log all transferred requests with notation and date of transfer.

Once transferred, coordination, tracking, and fulfillment of the request becomes the responsibility of the Police Department and no further oversight or action will be required of the Public Records Officer. The Police Department shall maintain files and tracking logs for all Police requests as required by this policy and procedure. Requests that encompass both Police Department records and records in other departments shall be treated as separate requests.

#### **4.6 Municipal Court Records**

Although not covered under the Public Records Act or under this policy and procedure, any records request received by Everett Municipal Court for other City department records shall be forwarded to the Public Records Officer immediately upon receipt.

#### **4.7 Five (5) Day Response**

The five-day (5) response period begins on the business day immediately following receipt of the request. Business days do not include weekends or City holidays.

The initial response to the requestor will be made within five (5) business days of receipt of a request, shall acknowledge receipt of the request, and may take one of the following forms:

- When possible, the initial response may include the requested records.
- If the record requested is available via the City website, staff may provide a direct link to the requestor to the online document. This option should not be used if the requestor has requested a hard copy of the document, unless the requestor expressly agrees to accept the link in lieu of a different format. Appropriate care shall be taken to ensure that this option is not mistaken as a refusal to provide the requested record in paper or other approved format.
- An initial response may ask for clarification or refinement of the request if needed to identify the record requested.
- An initial response may indicate that the City does not have records responsive to the request.
- If the City does not have records responsive to the request, the initial response may direct the requestor to another agency believed to have the records requested.
- If the initial response does not include copies of the requested records, the City shall provide a reasonable estimate of when the request can be fulfilled. When providing a reasonable estimate of time required to fulfill a disclosure request, the Records Liaison may take into account the time required to refine or clarify a request, locate or retrieve requested records, redact or withhold exempt records and create associated documentation, consult with appropriate staff regarding potential exemptions, and notify third parties or other agencies of requests for information of a sensitive nature consistent with the provisions of RCW 42.56.540.

- An initial response may propose fulfilling large or complicated requests on an installment basis and provide an estimated time frame for preparation of the first installment.
- An initial response may be a written denial of the request based on exemptions under Washington State Law.

**Records Liaisons must respond to the Public Records Officer within two (2) business days** as to whether the records can be provided within five (5) business days or provide an estimated date for fulfillment if to exceed five (5) business days.

Records liaisons shall advise department record holders of the five-day response deadline when forwarding records requests and consult with record holders when estimating the fulfillment date.

#### **4.8 Locating Responsive Records**

Staff shall make a reasonable effort to identify and locate any and all responsive records. When identifying records, the Records Liaison or Public Records Officer may ask the requestor for clarification or refinement of the request. Such clarifications may be verbal or in writing. In the case of verbal clarifications, staff involved in the conversation shall document the clarification in writing and include the information in the request file. Staff shall not conclude that a request is overly broad or does not adequately identify the records requested without attempting to obtain clarification from the requestor.

Records Liaisons and staff are not required to create new records in response to a request for public records, but shall when deemed feasible, tailor existing informational databases or indexes to provide a report responsive to a request that otherwise would not be produced in the normal course of business. The determination of the feasibility of creating such reports shall take into account the ability to redact or withhold exempt information. When the production of a tailored report requires additional resources such as customized programming or fact-specific analysis, or would otherwise interfere with other essential functions, the City is not required to produce such tailored reports but should instead consult with the requestor.

The City is only required to provide records that exist at the time a request is made – the City cannot fulfill “standing” requests or requests for records that may be created at a future date.

Fulfillment of requests shall be processed in the order that provides the timeliest response. Requests may be fulfilled in the order of receipt as long as easily fulfilled requests are not postponed behind larger or more complicated requests strictly because they were received later.

#### **4.9 Immediate Provision or Inspection of Records “Over the Counter”**

Staff may respond immediately to verbal requests for records without the need for completion of a written request, entry into a request log, or a written response by the City when all of the following conditions exist:

- The records requested are easily accessible to staff ;
- The requested records do not contain lists of individuals;

- The requestor is seeking only inspection of the record and no copies are provided by the City;
- Staff can fulfill the request without referring it to Records Liaisons or the Public Records Officer; and
- The request is not for records that are subject to withholding or redaction due to disclosure exemptions or confidentiality considerations.

When a request is received in writing and the requested records are provided to the requestor in person at the time of the request, a separate written response by staff is not required. In such cases, a notation shall be made on or attached to the request listing the records produced, the number of copies made, the fees charged, if any, the name of the staff person providing the record, and the date of fulfillment.

#### **4.10 Internal Review Prior to Public Inspection**

##### **Questions of Exemption**

Record holders and/or departments are responsible for identifying potential exempt records or records that contain potentially exempt information. When doubt arises as to whether records or portions of records subject to a request are exempt from disclosure, the Records Liaison shall consult the Public Records Officer and City Attorney, who may inspect the subject records before authorizing the disclosure. Records Liaisons or record holders will be responsible for redacting exempt information from departmental records.

##### **Questions of Overly Broad Requests**

If staff isn't able to identify with confidence, the records sought by a requestor, or when a request appears to be overly broad and unsuccessful attempts have been made to obtain clarification from the requestor, staff shall consult with the Public Records Officer who shall review the request and provide direction to staff regarding its fulfillment. Staff may also consult with the City Attorney on such requests and shall do so in the absence of the Public Records Officer.

#### **4.11 Forms of Response**

Final responses shall either include copies of the requested records or provide direction to the requestor to arrange for inspection of the records (if wanted by the requestor). When the City is not able to provide requested records within five (5) business days, the Public Records Officer shall provide a written updated estimate to the requestor at the earliest possible opportunity.

##### **Inspection of Responsive Records**

Requestors may choose to inspect requested records prior to City staff making copies and should be encouraged to do so, especially when the volume of records is large. Inspection prior to copying may serve to narrow the scope of the request and can be useful for identifying and providing the appropriate responsive records to requestors. Requestors may make arrangements with the Public Records Officer to inspect records on City premises during normal business hours at a mutually convenient time. Staff shall make every effort to accommodate reasonable requests for appointment times while ensuring the security of public records during inspection.

The Records Liaison fulfilling the request shall provide for the security of records during inspection, which shall be supervised by City staff as deemed appropriate. Requestors shall return all records inspected to the Records Liaison in the condition and order they were provided. Records shall not be altered in any way, rearranged, or removed from folders or removed from City premises during inspection. A requestor may flag selected pages for copying but shall not alter the original record.

The City reserves the right to make copies of records for inspection rather than provide the original records for inspection. The requestor will not be responsible for copy costs if the requestor only inspects records.

### **Electronic Copies**

Records available in electronic form that do not require redaction may be provided to a requestor in their native format unless the requestor specifically asks that they be provided in paper or other form. When requested and deemed feasible, electronic records may be converted from one format to another provided such conversion is not unduly burdensome to staff.

### **Installments**

If appropriate, records requests may be fulfilled in partial installments to provide the fullest assistance to requestors. Installments are subject to the same deadlines for claiming and inspecting records described in this section. **If an installment is not claimed, or if arrangements for inspection of an installment are not made prior to 30 calendar days from notification of availability, the City may discontinue compiling subsequent installments of the same disclosure request.** The Public Records Officer may attempt to contact the requestor prior to deeming an installment request abandoned, but is not required to make such contact when a requestor has been previously warned of this consequence.

### **Requestor Responsibility**

Requestors shall arrange to inspect records or claim copies of requested records within 30 calendar days following notification by the City that responsive records are available for inspection or copying. The 30 calendar days begins on the business day immediately following the City's notice that the records are available and includes weekends and City holidays. The Public Records Officer may extend this time period as appropriate to ensure fullest assistance to requestors. Requestors must respond to requests for clarification within 30 calendar days of being contacted or a request will be deemed abandoned and closed.

If a requestor fails to claim or arrange for inspection of requested records after the expiration of the 30 calendar days, the request shall be deemed abandoned and closed.

Prior to closing the request, the Public Records Officer may attempt to confirm whether the requestor still wants the requested records, but is not required to do so.

### **Multiple Requests by Same Party**

When the same requestor simultaneously submits multiple, separate requests or makes one or more additional requests when previous requests are open, staff may queue the requests in the order in which they were received. Staff is not required to work on an additional request until

the initial requests are completed and closed. Requestors are responsible for informing the Public Records Officer if they want to reprioritize the fulfillment of their requests.

#### **4.12 Exemption from Disclosure**

##### **Withholding or Redaction of Records**

Requested records may be subject to exemption from disclosure under the Public Records Act or other statutes. Exempt records shall be withheld or redacted, when necessary, consistent with statutory requirements and the withholding or redaction shall be documented for the requestor in accordance with the requirements of RCW 42.56.210 and this policy and procedure.

The presence of exempt content does not necessarily exempt an entire record from disclosure. Exempt portions of an otherwise disclosable record shall be redacted, when necessary, prior to inspection or copying.

Prior to withholding exempt records or redacting portions of records, the Records Liaison shall consult with the Public Records Officer and City Attorney. Departments may adopt standard procedures for withholding or redacting portions of commonly requested exempt records.

When requested records are redacted, the Records Liaison shall keep a copy of the redacted records for the request file. A listing only of the redacted records provided to the requestor is not sufficient in accordance with the provisions of the official Washington State records retention schedules.

##### **Exemption Log**

When records are withheld or redacted, the requestor shall be informed in writing of the reason and be provided the statutory citation supporting the exemption. An exemption log shall be prepared for the requestor listing the information withheld and the statutory basis for each redaction or record withheld. Individual occurrences of the same redaction may be listed generally in the exemption log. For example, an exemption log need not list separately every occurrence of the redaction of an individual's social security number, but may list once that the number has been redacted throughout the record.

##### **Administrative Review of Denial**

A requestor may ask for review of a decision to withhold or redact exempt records by submitting a written petition to the Public Records Officer that includes a copy of or detailed description of the City's statement of withholding. The request for review and any relevant information shall be forwarded immediately to the City Attorney, who shall consider the petition and either reverse or affirm the denial within two days of the City's receipt of the petition. The City and the requestor may mutually agree to a longer period of time for consideration of a petition for review. If the withholding or redaction is affirmed, the decision shall be considered the City's final action for the purposes of judicial review. If the decision to withhold or redact is reversed, the Public Records Officer shall make the subject records available to the requestor for inspection in accordance with the provisions of this policy and procedure.

#### **4.13 Requests Logs and Retention**

##### **Requests Log**

The Public Records Officer shall maintain a log of all requests and associated documents.

Records Liaisons shall maintain logs of public records requests received for their departments that shall include at a minimum:

- The request tracking number from the Public Records Officer;
- Name and convenient contact information for the requestor;
- Dates of receipt;
- Due date of request;
- A brief description of the requested records;
- Search efforts performed to acquire records;
- Description of any clarifications of the request; and
- A dated notation of the closure of the request.

Requests logs are a public record subject to disclosure and retention in accordance with the requirements of the official Washington State records retention schedules and this policy and procedure. On a quarterly basis, Records Liaisons shall provide tracking reports to the Public Records Officer.

##### **Retention**

Public records requests and associated logs are considered a public record subject to disclosure and retention in accordance with the requirements of the Washington State Local Government Common Records Retention Schedule.

### **Section 5:**

#### **5.0 Fees**

Fees for the provision of responsive records totaling more than ten (10) pages will be based on cost in accordance with RCW 42.56.120. A current fee schedule is available on the City's website ([link](#)) and posted in the City Clerk's Office. The fee schedule will be maintained by the City Clerk and updated administratively as costs change.

There is no charge for inspection of records. Fees will be waived if a request is made by a State or local agency. Fees will be waived when the number of responsive records totals fewer than ten (10) pages of records or ten emails that do not contain attachments. Such costs will not be

waived, however, when it appears that the request has been tailored to take advantage of this waiver. The City reserves the right to use an outside vendor for large-scale requests and odd-sized or larger color copies, and to charge the requestor for those costs.

Copy charges may be remitted by cash, check, money order, MasterCard, or Visa payment. The City Clerk's office shall provide for collection of copy fees if a department is not able to do so. A deposit of up to ten percent of the estimated total cost may be required for large requests before records are copied. When requested records are provided on an installment basis, fees shall be collected for copies prior to provision of the next installment. Failure to pay for an installment shall place compilation of subsequent installments on hold.

If payment arrangements are not made within 30 calendar days of notice that records are available, the entire request may be deemed abandoned and closed. A reasonable attempt shall be made by the Public Records Officer to contact the requestor prior to deeming a request abandoned and closed.

## **Section 6:**

### **6.0 References**

Chapter 42.56 RCW

Chapter 40.14 RCW

Chapter 82.12 RCW

Chapter 44-14 WAC

Chapter 434-615 WAC

Washington State Local Government Common Records Retention Schedule

## **Section 7:**

### **7.0 General duty.**

It is expressly the purpose of this policy 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 policy. It is the specific intent of this policy that no provision nor any term used in this policy is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this policy 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 policy by its officers, employees or agents.

**Section 8:**

**8.0 Corrections.**

The City Clerk is are authorized to make necessary corrections to this policy including, but not limited to, the correction of scrivener's/clerical errors, references, numbering, section/subsection numbers and any references thereto.

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
**COUNCILMEMBER INTRODUCING RESOLUTION**

\_\_\_\_\_  
**COUNCIL PRESIDENT**

**Fee Schedule for Public Records**

Type of Record	Fee
Inspection	No charge
10 pages/e-mails or fewer (no attachments)	No charge
8 ½ x 11 standard pages (11 pages and more)	\$0.15 per page
11 x 17 black and white	\$0.25 per page
8 ½ by 11 color	\$0.25 per page
Uploads (in minutes)	\$0.40 per upload minute
Scanned pages	\$0.10 per page
CD or DVD	\$0.30 per CD or DVD plus scanning or uploading costs
Mailed	Cost of mailing supplies and postage plus copying charges/ media charges (see above)
Large-scale/odd-sized/large color copies	Actual cost from outside vendor
USB flash drives or other media	Actual cost of product plus scanning or uploading costs

\*Fees will be waived if a request is made by a State or local agency. The City reserves the right to use an outside vendor for large-scale requests and odd-sized or larger color copies, or additional products such as USB flash drives, and to charge the requestor for those costs.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Amendment No.1 to the Professional Services Agreement with the DLR Group for the design of the Service Center Redevelopment Project

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

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

\_\_\_\_\_ Public Works  
 \_\_\_\_\_ Dave Davis  
 \_\_\_\_\_ 425-257-8913  
 \_\_\_\_\_ August 31, 2016

Initialed by:  
 Department Head  
 CAA  
 Council President

\_\_\_\_\_ *db*  
 \_\_\_\_\_ *SM*

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
3200 Cedar Street	Professional Services Agreement	Amendment No.1	Public Works

Amount Budgeted	\$2,243,747	
Expenditure Required	\$2,243,747	Account Number(s):
Budget Remaining	\$2,197,547	Public Works – Fund 401
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

The City conducted an extensive Request for Qualifications process to select the design firm for the Service Center Redevelopment Project (Project). The process was intended to provide the City the opportunity to utilize the same design firm for the multiple phases involved in the design of this Project. The DLR Group was selected.

For the first and smallest phase of the Project, the City contracted with DLR in the amount of \$240,000 for a master plan for the Public Works and Transit departments plus cost estimates for the Project. To date, \$46,200 has been paid on Phase 1.

Phase two calls for a schematic design and design development service for five buildings to be located at Pacific Avenue and Cedar Street: office, maintenance office, maintenance shops, warehouse, and garage/covered parking. This second phase is to be added to the DLR contract by the proposed Amendment No. 1. The phase two amount in the amendment is \$2,003,747.

As planned, there will likely be one or more additional design phases. Each phase will be added to the DLR contract by subsequent amendments brought to City Council as the Project progresses.

In summary:

Original Contract (Phase One):	\$240,000
<u>Proposed Amendment No. 1 (Phase Two):</u>	<u>\$2,003,747</u>
Total	\$2,243,747

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

Authorize the Mayor to sign Amendment No.1 to the Professional Services Agreement with the DLR Group for the design of the Service Center Redevelopment Project in the amount of \$2,003,747.

**AMENDMENT NO. 1  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF EVERETT  
AND DLR GROUP**

This Amendment No.1 is dated for reference purposes August 31, 2016. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington (“City”) and DLR Group (“Service Provider”).

**RECITALS**

A. The City and Service Provider are parties to the Professional Services Agreement dated May 17, 2016 (the “Agreement”).

B. The City and the Service Provider desire to amend the Agreement for the purpose of adding design services for the Service Center Redevelopment Project.

**AGREEMENT**

The City and Service Provider agree as follows:

1. The Agreement is modified so that time of beginning and completion are 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 April 30, 2017.

2. The Agreement is modified so that total compensation, including all services and expenses, shall not exceed \$2,243,747.
3. The Work is modified to add the Work shown on Exhibit A to this Amendment.
4. 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 May 17, 2017.
5. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.

**CITY OF EVERETT  
WASHINGTON**

**DLR GROUP**

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

Signature: \_\_\_\_\_  
Typed/Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Fuller, City Clerk  
Date: \_\_\_\_\_

\_\_\_\_\_  
James D. Iles, City Attorney  
Date: \_\_\_\_\_

**EXHIBIT A  
AMENDMENT NO. 1  
SCOPE OF WORK**

**PROFESSIONAL SERVICES SCOPE**

The scope of services for Amendment No. 1 for the Service Center Redevelopment Project shall include Schematic Design services and Design Development services for five buildings (Office, Maintenance Office, Maintenance Shops, Warehouse, and Garage/Covered Parking) to be located at Pacific Avenue and Cedar Street.

**SCHEMATIC DESIGN SERVICES**

In the Schematic Design Phase, the A/E provides those services necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale, and relationship of project components for approval by the City. Design should be conceptual in character, based upon requirements developed during the Master Plan approved by the City. Schematic design includes the following:

**Project Administration**

Services consisting of schematic design administrative functions including consultation, meetings and correspondence, and progress design review conferences.

**Disciplines Coordination**

Coordination between the architectural work and the engineering work and other involved consultants for the project.

**Document Checking**

Review and coordination of project documents.

**Consulting Permitting Authority**

Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes.

**Data Coordination User Agency**

Review and coordination of data furnished for the project by the City.

**Architectural Design**

Services responding to scope of work (Master Plan) requirements and consisting of preparation of conceptual site and building plans, schematic sections and elevations, preliminary selection of building systems and materials, development of approximate dimensions, areas and volumes.

**Structural Design**

Services consisting of recommendations regarding basic structural material and systems, analysis, and development of conceptual design solutions.

**Mechanical Design**

Services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for energy sources/conservation, heating, ventilating and air conditioning (HVAC), plumbing, fire protection, and general space requirements.

**Electrical Design**

Services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analysis and development of conceptual design solutions for power service and distribution, lighting, communication raceways, fire detection and alarms, and general space requirements.

**Civil/Site Design**

Services consisting of site planning including layout of site features, building position, preliminary grading, location of paving for walkways, driveways and parking, and fencing locations. Also included are the normal connections required to service the building such as water, drainage and sanitary systems, if applicable.

**Specifications**

Services consisting of preparation for City's approval of proposed development of architectural outline specifications, and coordination of outline specifications of other disciplines.

**Materials Research**

Services consisting of identification of potential of architectural materials, systems and equipment.

**Scheduling**

Services consisting of reviewing and updating previously established project schedules or initial development of schedules for decision-making, design, and documentation.

**Cost Estimating**

Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Costs shall reflect the level of design elements presented in the Schematic Design documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist the City with analyzing scope, schedule, and budget options to stay within the MACC.

**Presentations**

Services consisting of appropriate presentation(s) of Schematic Design documents by the A/E to City representatives.

**Completion of Performance**

The Schematic Design services shall be completed by December 31, 2016

**Compensation**

The compensation for the Schematic Design services shall be a lump sum of \$1,147,177.00 per the attached Design Services Fee Proposal dated August 17, 2016.

**DESIGN DEVELOPMENT SERVICES**

In the Design Development Phase, the A/E shall provide those services necessary to prepare from the approved Schematic Design Documents, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project for approval by the City. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements, and energy conservation. Design Development includes the following:

**Project Administration**

Services consisting of design development administrative functions including consultation, meetings and correspondence, and progress design review conferences with the City.

**Disciplines Coordination**

Coordination of the architectural work and the work of engineering with other involved consultants for the project.

**Document Checking**

Review and coordination of documents prepared for the project.

**Permitting Authority Consulting**

Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Assist in obtaining approval from approving agencies as required.

**User Agency Data Coordination**

Review and coordination of data furnished for the project by the City.

**Architectural Design**

Services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size, and appearance of the project through plans, sections and elevations, typical construction details, three-dimensional sketches, materials selections, and equipment layouts.

**Structural Design**

Services consisting of continued development of the specific structural system(s) and Schematic Design Documents in sufficient detail to establish basic structural system and dimensions, structural design criteria, foundation design criteria, preliminary sizing of major structural components, critical coordination clearances, and outline specifications or materials lists.

**Mechanical Design**

Services consisting of continued development and expansion of mechanical Schematic Design Documents and development of outline specifications or materials lists to establish approximate equipment sizes and capacities, preliminary equipment layouts, required space for equipment, chases and clearances, acoustical and vibration control, visual impacts, and energy conservation measures.

**Electrical Design**

Services consisting of continued development and expansion of electrical Schematic Design Documents and development of outline specifications or materials lists to establish criteria for lighting, electrical and communication raceways, approximate sizes and capacities of major components, preliminary equipment layouts, required space for equipment, chases, and clearances.

**Site Design**

Services consisting of continued development of civil/site Schematic Design documents and development of outline specifications required for the project that are normally prepared by the architect.

**Specifications**

Services consisting of preparation for City's approval the development of architectural outline specification, coordination of outline specifications of other disciplines, and production of design manual including design criteria, and outline specification of materials list.

**Scheduling**

Services consisting of reviewing and updating previously established schedules for the project.

**Cost Estimating**

Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Cost shall reflect the level of design elements presented in the Design Development documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist user agency with analyzing scope, schedule and budget options to stay within the MACC.

**Presentations**

Services consisting of appropriate presentation(s) of Design Development documents by the A/E to City representatives.

**Completion of Performance**

The Design Development services shall be completed by April 30, 2017.

**Compensation**

The compensation for the Design Development services shall be a lump sum of \$856,570.00 per the attached Design Services Fee Proposal dated August 17, 2016

**Amendment No.1 - Compensation**

A breakdown of Amendment No.1 compensation is as follows:

Schematic Design Services	\$1,147,177
<u>Design Development Services</u>	<u>\$ 856,570</u>
Amendment No.1 - Compensation	\$2,003,747

Everett Service Center Redevelopment  
**Design Services Fee Proposal**

**Basic Services per State of Washington Fee Guidelines July 2015 Version on a project scope of \$53,200,000 (MACC+Contingency) Schedule 'B'**

	Basic Fee %	Basic Services Fee
Base A&E Fee	6.111%	\$ 3,250,875
<b>Additional Services per State of Washington Fee Guidelines</b>		
Renderings and Models	Included	
Interior Design	240,000	\$ 240,000
FF&E Purchase Coordination	45,000	\$ 45,000
Environmental Graphics	17,500	\$ 17,500
Wayfinding	29,500	\$ 29,500
Educational Graphics	5,250	\$ 5,250
GCCM Coordination & Multiple Bid Packages	105,000	\$ 105,000
Weekly On-site CA Administration (Basic Services = Bi-monthly)	151,200	\$ 151,200
Demolition drawings and documentation of existing structures	30,000	\$ 30,000
Energy Life Cycle Cost Analysis	53,000	\$ 53,000
Daylighting Analysis	12,000	\$ 12,000
LEED Energy Model & Technical Credits	95,000	\$ 95,000
LEED Certification Documentation Process	135,000	\$ 135,000
City-Wide IT Data Center	150,000	\$ 150,000
Envelope Consultant	40,000	\$ 40,000
Shops Consultant	112,940	\$ 112,940
Cost Estimating (30%, 60%, 90% reconciliation)	100,880	\$ 100,880
Civil Engineering Consultant (on site & off site)	354,000	\$ 354,000
Traffic	15,300	\$ 15,300
Landscape	23,432	\$ 23,432
Subconsultant Markup	10%	\$ 64,655
<b>Subtotal Additional Services</b>		<b>\$ 1,779,657</b>
Design Fee Contingency (5% held in reserve for Owner authorization)		\$ 251,527
DLR Group Reimbursable Costs, Design Printing, Mailing.		\$ 125,763
Note: Expenses to be included in the lump sum fee for design services		
<b>Total Design Services</b>		<b>\$ 5,407,822</b>

**Amendment 1**  
 (through April 30, 2017)

	SD	DD
	\$ 747,701	\$ 422,614
	\$ 31,200	\$ 55,200
	\$ -	\$ 11,250
	\$ 4,025	\$ 2,275
	\$ 3,835	\$ 6,785
	\$ 683	\$ 1,208
	\$ 26,250	\$ 26,250
	\$ -	\$ -
	\$ 22,500	\$ 7,500
	\$ 5,300	\$ 26,500
	\$ 3,000	\$ 7,800
	\$ 9,500	\$ 47,500
	\$ 13,500	\$ 40,500
	\$ 34,500	\$ 19,500
	\$ 4,000	\$ 16,000
	\$ 25,976	\$ 14,682
	\$ 25,220	\$ 35,308
	\$ 81,420	\$ 46,020
	\$ 1,530	\$ 9,180
	\$ 5,389	\$ 3,046
	\$ 14,871	\$ 8,405
<b>Subtotal Additional Services</b>	<b>\$ 312,699</b>	<b>\$ 384,909</b>
Design Fee Contingency (5% held in reserve for Owner authorization)	\$ 57,851	\$ 32,698
DLR Group Reimbursable Costs, Design Printing, Mailing.	\$ 28,925.56	\$ 16,349.23
<b>Total Design Services</b>	<b>\$ 1,147,177</b>	<b>\$ 856,570</b>
<b>Amendment 1</b>	<b>\$</b>	<b>\$ 2,003,747</b>

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Professional Services Agreement with the Washington State Umpires Association for softball and fastpitch umpires and flag football officials

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

COUNCIL BILL # \_\_\_\_\_  
 Originating Department Parks  
 Contact Person Lori Cummings  
 Phone Number 425-257-8353  
 FOR AGENDA OF Sept. 7, 2016

Initialed by:  
 Department Head \_\_\_\_\_  
 CAA db  
 Council President \_\_\_\_\_

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
	Council approval on February 6, 2013 of the 2013 Professional Services Agreement	Professional Services Agreement	Parks

Amount Budgeted	\$75,000	Account Number: 1015433160000
Expenditure Required	\$75,000	Account Number: 1015433160000
Budget Remaining	-0-	Account Number: 1015433160000
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

The Professional Services Agreement (PSA) with the Washington State Umpires Association (aka United States Specialty Sports Association) will provide umpire and official services for softball, fastpitch and flag football programs through December 31, 2017.

Parks staff have expanded program offerings which will result in more participation this fall. The success of two newer program areas, flag football and girls fastpitch, will also require the services of the United States Specialty Sports Association. Parks staff recommends a PSA for services rendered September 24, 2016 through December 31, 2017 in an amount not to exceed \$75,000 to address program growth. Estimated revenue from these program areas is \$151,000.

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

Authorize the Mayor to sign a Professional Services Agreement with the Washington State Umpires Association for softball and fastpitch umpires and flag football officials in an amount not to exceed \$75,000.

**CITY OF EVERETT  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the “City,” and Washington State Umpires Association (aka) United States Specialty Sports Association (USSSA), whose address is 19516 63rd PL NE Kenmore, WA 98208, hereinafter referred to as the “Service Provider.”

**WHEREAS**, the City desires to engage the Service Provider to provide umpires/officials for the Everett Parks and Recreation Adult Softball League and both Youth and Adult Flag Football Leagues and Tournaments for the City of Everett; and

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

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

1. **Engagement of Service Provider.** The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider’s proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.

2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.

3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and shall be completed by December 31, 2017.

4. **Compensation.**

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

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

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

D. Total compensation, including all services and expenses, shall not exceed a maximum of Seventy-Five Thousand Dollars (\$75,000.00).

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

5. **Method of Payment.**

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

B. All requests for payment should be sent to:

City of Everett  
Attn.: Jeremy Oshie  
802 E. Mukilteo Blvd  
Everett, WA 98203

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

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

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

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

10. **Indemnification.** Except as otherwise provided in this Section 10, the Service Provider hereby agrees to defend and indemnify the City from any and all Claims arising out of, in

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

## 11. **Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

## 12. **Independent Contractor.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. **Notices.**

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

City of Everett  
Attn.: Jeremy Oshie  
802 E. Mukilteo Blvd  
Everett, WA 98203

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

Washington State Umpires Association  
19516 63rd PL NE  
Kenmore, WA 98028

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

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

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

**CITY OF EVERETT,  
WASHINGTON**

\_\_\_\_\_  
Ray Stephanson, Mayor

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Fuller, City Clerk

\_\_\_\_\_  
James D. Iles, City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

**EXHIBIT A**  
**SCOPE OF WORK**

**EXHIBIT B**  
COMPENSATION

**ALTERNATE A [HOURLY RATE UP TO A MAXIMUM AMOUNT]**

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

Name	Responsibility	Rate

**ALTERNATE B [LUMP SUM]**

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

**ALTERNATE C [PROGRESS PAYMENTS]**

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

Task	Amount Paid upon Completion of Task

**ALTERNATE D [BASE REGISTRATION]**

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

**EXHIBIT C**  
REIMBURSABLE EXPENSES

<b>Type of Expense</b>	<b>Maximum Per Item</b>	<b>Cumulative Maximum</b>
Parking	0	0
Meals	0	0

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

1. Does Service Provider have twenty-five (25) or more employees?  Yes  No

IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.

IF NO: ANSWER QUESTIONS 2 AND 3.

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

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

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

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

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

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

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

Service Provider Name: \_\_\_\_\_

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

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

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

**Parks Long Form  
Exhibit A - Scope of Work**

**General Requirements**

**1. CONTACT.** Work with your primary Point of Contact: Jeremy Oshie, 425-257-8293, for any program questions, changes, accidents or needs. In the event your primary Point of Contact is not available, your secondary Point of Contact is: Jeremy Oshie, 425-257-8293

**2. ACCIDENTS.** All injuries, regardless of apparent severity are to be reported immediately. Accident reports are to be completed by Service Provider and recreation staff based on information taken by Service Provider. Service Provider will work with their point of contact in any accident.

**3. ATTENDANCE.** All Service Providers are required to take attendance in each class they instruct. Attendance records will be turned in no later than five days after the completion of the class. **Attendance records are required to process payment.** Service Providers will be provided with an attendance roster and/or a class registration list.

Participants are required to pay in advance of participating in a class. On the rare occasion that someone is not shown on the roster the Service Provider must then: a) inform them that they must be registered by second day of class; or b) ask participant to leave if class is full or the participant does not meet the minimum class requirements.

Anyone not on the roster must provide a printed Registration Receipt or Registration Confirmation from the Recreation Office to show proof of registration on second day of class. Without proof of registration from the Recreation Office on the second day of class, the student cannot participate in the class. The Service Provider shall request a revised Attendance Sheet when new students are expected.

Do not collect registration fees unless you have prior approval and training from your point of contact.

**4. COMPENSATION.** Service Provider will not be compensated for program fees that have been refunded or credited back to a patron. Any overpayments to Service Provider may be deducted from future invoices.

**5. CANCELLATIONS.** Service Providers are not to make decisions regarding class time changes, cancellations, etc., without approval from the supervisor of the program. If Service Providers need to cancel a class or are not able to teach a class, please call the Point of Contact. If the supervisor is not available, please call the Recreation Office.

**6. SUBSTITUTE INSTRUCTORS.** It is the responsibility of the Service Provider to complete the scope of work as outlined in this contract – which may include providing a replacement instructor that meets all stated qualifications. In the event that the Service Provider is unable to teach a scheduled class, the Point of Contact for the City of Everett will make the decision whether (1) a City of Everett instructor will be provided or (2) the Service Provider must at Service Provider's cost provide a trained substitute instructor. The City reserves the right to retain all revenue for any class dates where the City provided the substitute instructor.

**7. ARRIVAL.** Service Providers are to arrive a minimum of fifteen (15) minutes prior to the beginning of the class. This allows the Service Provider time to check the room set up, condition of equipment, greet students and take attendance.

**8. PROMOTIONS.** Service Providers may be asked to assist in the promotion of their programs once or twice a year through class demonstration, exhibitions or other forms of public relations. Service Provider will not be compensated by the City for their time.

**9. TELEPHONE USE.** City telephones are not to be used for personal calls during class time. Personal use of the phones is limited to emergencies or class-related urgent needs.

**10. CLERICAL ASSISTANCE.** Service Providers who need clerical assistance (i.e. mailing, copying, or phone calling) from the office staff must submit the request to the Point of Contact at least one week prior to your due date.

**11. CHILD CARE.** Children of Service Providers are not allowed to be present in the area of instruction. In addition, they are not allowed to remain in any other area of the building or the park. It is the responsibility of the Service Provider to arrange adequate child care.

**12. EVALUATIONS.** The following program evaluations will be completed to monitor program quality. Service Provider will meet established submission deadlines. The Point of Contact will establish deadlines for submission of evaluations.

- a) Participant evaluations of the class - to be provided by the Parks Department.
- b) Service Provider evaluation of the program session - to be turned in at the discretion of the Point of Contact.

Evaluations will be returned after each class to the Point of Contact.

**13. NAME TAGS.** Name tags will be worn to identify yourself. You may request a Parks Department photo Identification tag from your Point of Contact.

**14. PAYMENT.** A signed invoice from Service Provider is needed to process payment. Attendance records need to be turned in to process payment. Invoices and attendance records shall be submitted to your Point of Contact after each class. All services for a calendar year must be invoiced no later than January 5<sup>th</sup> of the next calendar year.

**15. MANDATORY MEETINGS/TRAININGS.** At the City's request, Service Provider shall attend up to 8 hours per year of mandatory City meetings, trainings, workshops, and planning promotional activities. Service Provider will not be compensated by the City for these 8 hours per year.

**16. PURCHASES.** All purchases made for your classes must be pre-approved by your Point of Contact. Always sign and turn in receipts the same day items are purchased.

**17. SPECIAL NEEDS.** If you have any special audio/video needs (i.e. TV/VCR, overhead, slide projector, etc.) please notify your Point of Contact at least three days in

advance of your class. Also, please make clear arrangements regarding delivery, pick-up and return of all equipment.

**18. FACILITY HOUSEKEEPING/ACCESS - Parks Department Premises.** All Service Providers are requested to set up and take down any tables and chairs that may be used (unless prior arrangements have been made).

If coffee and tea are being served, please rinse the coffee pots and throw out the grounds in the garbage cans.

Please bag all trash and garbage as applicable.

Make sure all doors and windows are locked, and the heat is turned down to 55°F.

Please take precautions if using paint or other messy materials by using table cloths or drop cloths.

Facility must be returned to original condition.

**Facility Access:** Service Providers may be provided keys to Parks Department facilities. Such facilities are to be used for scheduled classes only. Any keys checked out to a Service Provider must be returned prior to payment for last class offered.

**19. SELLING MERCHANDISE.** Any request to sell merchandise at the class must be made in writing and pre-approved by the Point of Contact. Merchandise must be a class supply or class related material.

**20. CONTRACTS.** Contracts shall be updated annually. Specific Class and Program offerings shall be updated quarterly.

**21. AUTOMOBILE INSURANCE.** By my signature on the contract I certify that I **will not** be using my personal vehicle to transport students, equipment or supplies or for any other city use. (See Paragraph 11, #3).

**22. SERVICE PROVIDERS UNIFORM BUSINESS IDENTIFIER (UBI).** A UBI number issued by Washington State Department of Revenue may be a legal requirement. (See Paragraph 16) Do you currently have your UBI?

Yes  No

If yes, your UBI number is: 6013321184

**23. INCLUSION.** The City of Everett offers programs and services for all ages and we encourage and support the participation of individuals with disabilities in all our programs. If accommodations are needed to participate, patrons are requested to contact our office at least two weeks prior to the program start date. Instructors may be asked to alter their program to accommodate persons with varying abilities, and in order to do so they may need to meet in advance of a class to develop a workable plan or for specific training. All participants will enjoy the same attention and respect.

**24. BACKGROUND CHECK.** Service Provider will complete a background check and a Washington State Patrol Check for each instructor or teacher employed or used by the Service Provider to perform this agreement. Service Provider will not use a person as teachers or instructors if such person:

- A. Has been convicted within the last ten years of any felony that directly relates to the teaching position. By way of example only, such felonies might include: crimes against vulnerable persons, such as children, the elderly, or the disabled; crimes of dishonesty; or crimes using, or threatening, violence, including, but not limited to, the use, display or threat of a weapon.
- B. Has behaved in such a way that the Service Provider reasonably concludes that the proposed teacher does not possess the skill, care and judgment necessary to be a recreation teacher with due regard for the students, facility, or other persons who may be in or near the class.

**25. CERTIFICATION AND DOCUMENTATION** required as follows:

- a) Yes No Current First Aid/CPR card required for a staff on site during the instruction of these classes.
- b) Provide Certificate of insurance for the duration of the contract listing City of Everett as additionally insured (#11.A2) If the insurance expires prior to the end of the contract, a new Certificate of Insurance must be received by the Point of Contact by the expiration date of the previous term.
- c) Provide an **Additional Insured Endorsement** on the insurance as stated in contract (#11D).
- d) Provide a UBI number (#16).
- e) Return **two** signed and completed original contracts

**Specific Requirements for Washington State Umpires Association**

1. USSSA must notify the Athletic office no less than 3 hours prior to the first game of the night if an umpire/official is unable to umpire. I.E Weeknight League games start at 6:15pm; the Athletic Office will need to be notified no later than 3:15pm the same day.
  2. Notifications must be made over the telephone with verbal confirmation from the Athletic Office of the no show.
  3. In the event that a USSSA umpire/official does not show for an official scheduled game, USSSA will not be paid for the game(s) missed and will be fined \$30 per game missed per umpire/official.
  4. USSSA sanctioned umpire/officials will adhere to all League Rules established by the Everett Parks and Recreation Department.
  5. USSSA umpire/official and staff will abide by all Park Rules and Regulations
  6. USSSA umpire/official and staff will not use any Everett Parks and Recreation equipment without supervision and permission from a Parks and Recreation Employee.
  7. USSSA umpire/officials and staff will not be authorized to make long distant phone calls on City of Everett phones.
2. Provide additional **certification and documentation** as follows:
- a) Maintain Parks Department driving requirements
  - b) Provide certificate of insurance with One Million Dollars Liability for the duration of the contract
  - c) Provide notice of insurability for auto insurance

**3. Dates and times**

Preseason umpire training tournament on March 4 and 11 based on field availability and playability to be determined by the maintenance division.

**Exhibit B**  
Compensation

**Adult Slow Pitch Softball - One Umpire**

Adult slow pitch single game	\$45.00/game
Two or more games	\$35.00/game

**Adult Slow Pitch Softball - Two Umpires**

Adult slow pitch single game	\$70.00/game
Two or more games	\$60.00/game

**Youth Fast Pitch Softball - One Umpire**

Youth fast pitch single game	\$45.00/game
Two or more games	\$45.00/game

**Youth Fast Pitch Softball - Two Umpires**

Adult slow pitch single game	\$70.00/game
Two or more games	\$70.00/game

**Youth & Adult Flag Football - One Official**

Flag football single game	\$30.00/game
Two or more games	\$30.00/game

**Youth & Adult Flag Football - Two Officials**

Flag football single game	\$60.00/game
Two or more games	\$60.00/game
Two man tournament rate	\$40.00/game

**Penalty for No Shows**

If an assigned umpire(s) does not show for a game as per General Requirement Exhibit A, then the City of Everett will not pay the contractor for the missed game AND will assess a \$30 penalty which will be deducted from amount due upon billing.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

East County Fire Support  
 Services Division Associate  
 Interlocal Agreement

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

COUNCIL BILL # \_\_\_\_\_  
 Originating Department Fire  
 Contact Person Rick Robinson  
 Phone Number 425-754-0443  
 FOR AGENDA OF Sept. 7, 2016

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

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u> Interlocal Agreement	<u>Department(s) Approval</u> Fire, Legal
Amount Budgeted	\$20,000		
Expenditure Required	\$20,000	Account Number(s):153 560 0000 480 \$7400.00 032 560 0000 480 \$12,600.00	
Budget Remaining	-0-		
Additional Required	-0-		

**DETAILED SUMMARY STATEMENT:**

This agreement allows Snohomish County Fire District 3 mechanics to install communication modems and external antenna equipment on Everett Fire Department emergency vehicles which will improve dispatch data transfer between SNOPAC and Everett Fire response units.

Everett Fire Department has purchased modems and external antennas for 24 emergency vehicles to replace inefficient internal antennas. The new antennas will optimize information transfer between SNOPAC dispatchers and crews responding to emergencies, and will also provide precise location data of our crews and their apparatus. The workload for our mechanics dictates contracting this work out as the most efficient course of action to place this equipment in service.

The cost is anticipated to be approximately \$20,000 for time and installation-related materials.

**RECOMMENDATION:**

Authorize the Mayor to sign the East County Fire Support Services Division Associate Interlocal Agreement for installation of modems and antennas in fire department emergency vehicles in the approximate amount of \$20,000.

## *East County Fire Support Services Division* Associate Interlocal Agreement

Pursuant to the authority granted in RCW 39.34, this agreement is entered into between East County Support Services Division, referred to as “*ECFSS*” and “City of Everett” referred to as the “*Subscribing Agency*”.

ECFSS has automotive and truck repair facilities and trained personnel to provide maintenance and repair services for vehicles. ECFSS is sufficiently equipped and staffed to provide maintenance and repair services to other municipal corporation vehicles and equipment.

ECFSS is willing to provide such services from time to time on a fee basis established to provide cost reimbursement to the ECFSS.

ECFSS does not provide such services to private parties on a commercial basis and, therefore, furnishes such services to other governmental entities as a governmental service and not as a proprietary function.

The Subscribing Agency does not maintain trained personnel and equipment necessary to meet its requirements for repair and maintenance services and, therefore, has a need for such services from outside sources for its apparatus and equipment.

It is the purpose of this agreement to provide the terms and conditions under which ECFSS will provide apparatus and equipment repair and maintenance services. To accomplish this purpose it is agreed as follows:

1. Exclusions/Limitations: The ECFSS shall reserve the right to exclude any other agency from participating in this Interlocal Agreement and/or limit services provided and establish qualifications or contingencies to the providing of service.
2. Governmental Service: No services as anticipated herein shall be allowed to any non-municipal agencies. Agencies to become Subscribing Agencies shall be political sub-divisions of the State of Washington or Federal Agencies. No private services shall be provided.
3. Termination/Limitation of Services: The ECFSS shall have the right to terminate the participation of any Subscribing Agencies or limit services after association has been established.
4. Non-Exclusive: Notwithstanding any express or implied provision of this Agreement, all Subscribing Agencies reserve the right to provide for services of the type covered by this Agreement from their own resources or by contract or otherwise with outside persons or entities. No Subscribing Agency shall be required to exclusively use the services available under this Agreement.
5. Locations: ECFSS agrees to provide such repair and maintenance services on vehicles and equipment delivered to the Monroe Fire station by the Subscribing Agency as may be agreed upon from time to time by the Chiefs of the fire

departments of the parties or their designees. ECFSS further agrees to provide repair services to vehicles of the Subscribing Agency at other locations if deemed appropriate and available by the Chief of Support Services. Additional fees may be charged for remote location services and for transportation of Subscribing Agencies vehicles.

6. Permission to Perform Duties: The Subscribing Agency authorizes the requested repair work to be done along with the purchase of necessary parts and material and agrees that the ECFSS is not responsible for the loss or damage to the vehicles and or equipment in case of fire, theft or any other cause beyond the control of the ECFSS or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. The Subscribing Agency grants the ECFSS and its personnel permission to operate the vehicle on streets, highways or elsewhere for the purpose of testing and inspection.
7. Warranty: ECFSS will repair or replace any new parts or redo any labor, which fails in normal service due to defects in parts, or labor if notified within 90 days. This warranty does not cover loss of time, use, inconvenience, normal wear, abuse, used parts or other matters not specified and there shall be no liability for consequential, incidental or commercial damages. The ECFSS disclaims any implied warranty of merchantability and fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the repair work. No warranty, whether expressed or implied, extends beyond 90 days.
8. Notice of Termination: Either party giving to the other party 90 days written notice of termination may terminate this agreement.

**Signature Block**

 _____	<u>Aug 25 2016</u> _____
ECFSS Board Chair	Date

_____	_____
Contracting Party	Date
_____	
Title	