

Everett City Council Agenda

6:30 P.M. October 5, 2016

City Council Chambers

Roll Call

Pledge of Allegiance

Approval of Minutes: September 28, 2016

Mayor's Comments

Council Comments/Liaison Reports

Administration Update on prior business

City Attorney

Citizen Comments

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

(1) CB 1609-42 – 1st Reading – Adopt the Proposed Ordinance levying the general taxes for the City of Everett for fiscal year commencing January 1, 2017, on all taxable property, both real and personal, subject to taxation thereon, for the purpose of raising a portion of the revenue to carry on City operations for the ensuing year, as required by the Charter of the City of Everett and the laws of the State of Washington. (3rd and final reading and public hearing on 10-19-16).

Documents:

[CB 1609-42.pdf](#)

PROPOSED ACTION ITEMS:

(2) CB 1609-38 – 2nd Reading – Adopt the Proposed Ordinance pertaining to the State Environmental Policy Act Categorical Exemption Thresholds for Minor New Construction, amending Ordinance No's 2534-01, 1348-87 and 3272-1 (EMC Chapter 20.04), as amended, and including a Special Public Notice Procedure amending Ordinance No's. 3185-10 and 2530-01 (EMC Chapter 15.24), as amended. (3rd and final reading and public hearing on 10-12-16).

Documents:

[CB 1609-38.pdf](#)

(3) CB 1609-39 -2nd Reading – Adopt the Proposed Ordinance closing the Special Improvement Project entitled, "SR99/Evergreen Way BRT Project", Fund 303, Program 081, as established by Ordinance No. 3101-08. (3rd and final reading on 10-12-16).

Documents:

[CB 1609-39.pdf](#)

(4) CB 1609-40 -2nd Reading – Adopt the Proposed Ordinance closing the Special Construction Fund entitled “Horizon Elementary School Walk Route Safety Improvements,” Fund 303, Program 087, as established by Ordinance No. 3161-09 (3rd and final reading on 10-12-16)

Documents:

[CB 1609-40.pdf](#)

(5) CB 1609-41 -2nd Reading – Adopt the Proposed Ordinance closing the Special Construction Fund entitled “Allen Buick Redevelopment Project” Fund 342, Program 017, as established by Ordinance No. 3207-10. (3rd and final reading on 10-12-16).

Documents:

[CB 1609-41.pdf](#)

(8) Authorize the closure of Oakes at 27th (South side) Lombard at 37th (South side), 37th East of Broadway at the alley, McDougall at 36th (South side) 37th (also marked as Paine at 36th (South side) 38th West of Broadway, 38th East of Broadway and 39th East of Broadway on October 22, 2016, 6 a.m. to 10 p.m., for a 29th Annual Puget Sound Festival of High School Marching Bands sponsored by the Cascade High School Band & Color Guard Boosters.

Documents:

[Festival of Bands.pdf](#)

CONSENT ITEMS:

(6) Adopt Resolution No. ____ authorizing claims against the City of Everett in the amount of \$2,707,107.13 for the period of September 17, 2016 through September 23, 2016

Documents:

[res-105.pdf](#)

(7) Adopt Resolution No. ____ authorizing payroll claims against the City of Everett in the amount of \$3,785,458.38 for the period ending September 17, 2016.

Documents:

[payroll-70.pdf](#)

ACTION ITEMS:

(9) CB 1609-37 – 3rd and final Reading – Adopt the Proposed Ordinance approving the appropriations of the 2016 revised City of Everett budget and amending Ordinance No. 3503-16.

Documents:

[CB 1609-37.pdf](#)

(10) Authorize the Mayor to sign the contract with WebQA for GovQA Public Records Request Management Software as a Service.

Documents:

[WebQ.pdf](#)

(11) 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 Ctr Redev.pdf](#)

(12) Authorize Advertisement of a Request for Proposals 2016-071 for General Contractor/Construction Management Services for the Service Center Redevelopment Project.

Documents:

[Gen Contractor.pdf](#)

(13) Authorize the Mayor to sign the sales order with Cummins, Inc. for a Transfer Switch to replace failing equipment.

Documents:

[Cummins-3.pdf](#)

(14) Authorize the Mayor to sign all necessary documents with Washington State Department of Commerce regarding application, utilization and acceptance of the Fiscal Fund Year 2016 Washington State STOP Violence Against Women Formula Grant in the amount of \$32,170.00.

Documents:

[STOP Grant-3.pdf](#)

Executive Session

Adjourn

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

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

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.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

An Ordinance levying the general taxes for the City of Everett for fiscal year commencing January 1, 2017, on all taxable property, both real and personal, subject to taxation thereon, for the purpose of raising a portion of the revenue to carry on City operations for the ensuing year, as required by the Charter of the City of Everett and the laws of the State of Washington

10/5/16 Briefing
 Proposed Action
 Consent
 Action
 10/5/16 First Reading
 10/12/15 Second Reading
 10/19/15 Third Reading
 10/19/15 Public Hearing
 Budget Advisory

COUNCIL BILL # CB1609-42
 Originating Department Finance
 Contact Person Susy Haugen
 Phone Number (425) 257-8612
 FOR AGENDA OF October 5, 2016

Initialed by:
 Department Head _____
 CAA _____
 Council President Am

Location Preceding Action Attachments Department(s) Approval
 Revenue Workshop on Ordinance Finance
 9/21/16

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

DETAILED SUMMARY STATEMENT:

This ordinance sets the amount of the City of Everett's 2017 property taxes and directs the Snohomish County Assessor to include them in the property tax levy. As a matter of practice, we estimate the amounts to be used and ask the Assessor to determine and use the correct rates for general property taxes. The ordinance includes the levies for the general fund and Emergency Medical Services (EMS). The 2017 property tax ordinance calls for a one percent increase in the regular levy and a one percent increase in the EMS levy.

RECOMMENDATION:

Adopt an Ordinance levying the general taxes for the City of Everett for fiscal year commencing January 1, 2017, on all taxable property, both real and personal, subject to taxation thereon, for the purpose of raising a portion of the revenue to carry on City operations for the ensuing year, as required by the Charter of the City of Everett and the laws of the State of Washington.



ORDINANCE NO. _____

AN ORDINANCE levying the general taxes for the City of Everett for fiscal year commencing January 1, 2017, on all taxable property, both real and personal, subject to taxation thereon, for the purpose of raising a portion of the revenue to carry on City operations for the ensuing year, as required by the Charter of the City of Everett and the laws of the State of Washington

WHEREAS, the City Council of the City of Everett duly and regularly adopts as required by law the estimate of the amounts required to meet the public expense of said City for the ensuing year and the amount to be raised by taxation in said City for said ensuing year from sources other than direct taxation; and

WHEREAS, the City Council of the City of Everett is considering its budget for the calendar year 2017; and

WHEREAS, the City Council, in the course of considering the budget for 2017, reviews all sources of revenue and examines all anticipated expenses and obligations; and

WHEREAS, the City Council finds that in order to meet the rising cost of providing essential public services, a substantial need exists to increase regular property tax collections by one percent as provided for in RCW 84.55.0101; and

WHEREAS, the qualified electors of the City voted approval in 2010 of a levy lid lift for additional regular property tax in an amount equal to a maximum of \$0.50 per thousand dollars of the assessed value of property in the City for funding an emergency medical services program; and

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1: That there be, and hereby is, levied upon real and personal property in the City of Everett, subject to taxation thereon, a general property tax for municipal purposes for the ensuing year commencing on January 1, 2017, as follows:

REGULAR PROPERTY TAX LEVY

The Everett City Council hereby authorizes the property tax levy for collection in the year 2017 at \$35,646,377 (including a \$352,934 increase in dollar amount, which is a 1% increase over the amount of taxes lawfully levied by the City in 2016), plus an estimated \$1,000,000 from new construction, improvements to

property, annexations, and changes in state-assessed property, and \$500,000 resulting from a refund levy, for a total of \$37,146,377.

EMERGENCY MEDICAL SERVICES

The Everett City Council hereby authorizes the property tax levy for collection in the year 2017 at \$6,540,679 (including a \$64,759 increase in dollar amount, which is a 1% increase over the amount of taxes lawfully levied by the City in 2016. Added to the base will be an estimated \$300,000 from new construction, improvements to property, annexations, and changes in state-assessed property, and \$100,000 resulting from a refund levy, for a total of \$6,940,679.

Section 2: That the City Clerk be, and hereby is, directed to certify to the County Assessor a copy of this ordinance in order that the same be extended upon the general assessment roll of said County, in the same manner and at the same time that the levy for the State and County taxes is extended.

Section 3: That said taxes shall be collected and paid to the City Treasurer at the same time and in the same manner as provided by the laws of the State of Washington relating to collection of taxes in cities of the first class.

RAY STEPHANSON, Mayor

ATTEST:

City Clerk

Passed: _____

Valid: _____

Effective: _____

Published: _____

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

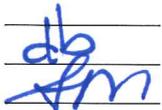
An Ordinance Pertaining to the State Environmental Policy Act Categorical Exemption Thresholds for Minor New Construction, Amending Ordinance No's. 2534-01, 1348-87 and 3272-12 (EMC Chapter 20.04), as Amended, and Including a Special Public Notice Procedure Amending Ordinance No's. 3185-10 and 2530-01 (EMC Chapter 15.24), as Amended

9/28/16 Briefing
 _____ Proposed Action
 _____ Consent
 _____ Action
 9/28/16 First Reading
 10/5/16 Second Reading
 10/12/16 Third Reading
 10/12/16 Public Hearing
 _____ Budget Advisory

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

CB 1609-38
 _____ Planning
 _____ Karen Stewart
 _____ (425) 257-7186
 _____ 9/28/16
 _____ 10/5/16
 _____ 10/12/16

Initialed by:
 Department Head
 CAA
 Council President



Location Preceding Action Attachments Department(s) Approval
 Ordinance Legal, Planning

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

DETAILED SUMMARY STATEMENT:

This ordinance amends the following chapters of the Everett Municipal Code: Chapter 20.04, Environmental Policy, and Chapter 15.24, Public Notice and Appeals. The amendments would raise the State Environmental Policy Act exempt levels for minor new construction up to the maximum levels defined in WAC 197-11-800(1)(d) for certain new residential structures, agriculture structures, non-residential structures, and stand-alone fill and excavation projects. Projects that would become exempt with this change will still be subject to public notice and a 14-day comment period.

RECOMMENDATION (Exact action requested of Council):

Adopt an Ordinance Pertaining to the State Environmental Policy Act Categorical Exemption Thresholds for Minor New Construction, Amending Ordinance No's. 2534-01, 1348-87 and 3272-12 (EMC Chapter 20.04), as Amended, and Including a Special Public Notice Procedure Amending Ordinance No's. 3185-10 and 2530-01 (EMC Chapter 15.24), as Amended.



ORDINANCE NO. _____

An Ordinance Pertaining to the State Environmental Policy Act Categorical Exemption Thresholds for Minor New Construction, Amending Ordinance No's. 2534-01, 1348-87 and 3272-12 (EMC Chapter 20.04), as Amended, and Including a Special Public Notice Procedure Amending Ordinance No's. 3185-10 and 2530-01 (EMC Chapter 15.24), as Amended.

WHEREAS, specified levels of minor new construction are exempt from review under the State Environmental Policy Act (SEPA), chapter 43.21C RCW, pursuant to Washington Administrative Code (WAC) 197-11-800; and

WHEREAS, the State Legislature amended the State Environmental Policy Act in 2012 to allow jurisdictions to raise SEPA exempt levels for minor new construction up to the maximum levels defined in WAC 197-11-800(1)(d); and

WHEREAS, WAC 197-11-800(1)(c) allows jurisdictions the option of adopting the maximum exempt thresholds in WAC 197-11-800(1)(d) in their own municipal codes; and

WHEREAS, Everett Municipal Code Section 20.04.130 specifies the SEPA exemption threshold levels adopted by the city for minor new construction; and

WHEREAS, Everett Municipal Code Chapter 15.24 specifies the public notice process; and

WHEREAS, currently the exemption thresholds for minor new construction in EMC 20.04.130 for residential structures, agriculture structures, non-residential structures, and fill and excavation projects are less than permitted under WAC 197-11-800(1)(d); and

WHEREAS, since the city of Everett established its existing SEPA categorical exemption thresholds in 1987, it has significantly improved its protection of environmental resources and mitigation of impacts through adoption of GMA-consistent development regulations, including critical area regulations; and

WHEREAS, compliance with city of Everett development regulations is determined during project review and required for all proposed development activity, including minor new construction, independent of SEPA review; and

WHEREAS, compliance with city of Everett development regulations for minor new construction proposals constitutes adequate analysis and mitigation of the specific environmental impacts; and

WHEREAS, the proposed amendment will still require that public notice with a comment period be provided for projects that meet the minimum SEPA thresholds and are exempted from the SEPA review process because of the higher thresholds; and

WHEREAS, the City of Everett Planning Commission has reviewed the proposed amendments to Everett Municipal Code Chapter 20.04, Environmental Policy and Chapter 15.24, Public Notice and Appeals at a public workshop held on May 17, 2016; and

WHEREAS, the Planning Commission held a public hearing on July 19, 2016 to receive public testimony concerning the proposed code amendments contained in this ordinance; and

WHEREAS, at the conclusion of the Planning Commission's public hearing, the Planning Commission voted to unanimously recommend approval of the code amendments contained in this ordinance as set forth in its Resolution No. 16-09; and

WHEREAS, on October 12, 2016, the Everett City Council held a public hearing after proper notice, and considered public comments and the entire record related to the proposal contained in this ordinance; and

WHEREAS, following the public hearing, the Everett City Council deliberated on the proposal contained in this ordinance and adopts the following findings in support of this ordinance:

1. The foregoing recitals are adopted as findings or conclusions as if set forth in full herein.
2. The proposed amendments are consistent with WAC 197-11-800(1).
3. The proposed code amendments meet the following requirements listed in WAC 197-11-800(c) which are necessary to raise the exempt levels:
 - a. Provide documentation that the requirements for environmental analysis, protection, and mitigation for impacts to elements of the environment have been adequately addressed for the development exempted.
 - b. Describe the notice and comment opportunities for the public, affected tribes, and agencies regarding permitting of development projects included in the increased exemption levels.
 - c. Before adopting the ordinance, provide a minimum of sixty day notice to affected tribes, agencies with expertise, affected jurisdictions, the Washington State Department of Ecology, and the public and provide an opportunity for comment.
 - d. Provide documentation describing how specific adopted development regulations and applicable state and federal laws provide adequate protections for cultural and historic resources when exemption levels are raised.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 13 of Ordinance No. 1348-87, as amended by Section 3B of Ordinance No. 2534-01 (EMC Chapter 20.04 Article III. Categorical Exemptions, Section 20.04.130), which reads as follows:

20.04.130 Flexible thresholds for categorical exemptions.

The following exempt levels are established for minor new construction under WAC 197-11-800(1)(b) based on conditions in the city:

- A. For residential dwelling units in WAC 197-11-800(1)(b)(i): up to four dwelling units;
- B. For agricultural structures in WAC 197-11-800(1)(b)(ii): up to ten thousand square feet;
- C. For office, school, commercial, recreational, service or storage buildings in WAC 197-11-800(1)(b)(iii): up to four thousand square feet and up to twenty parking spaces;
- D. For parking lots in WAC 197-11-800(1)(b)(iv): up to twenty parking spaces;
- E. For landfills and excavations in WAC 197-11-800(b)(v): up to five hundred cubic yards.

Is hereby amended to read as follows:

20.04.130 Flexible thresholds for ~~e~~Categorical exemptions—Minor new construction.

A. The following exempt levels are established for minor new construction under WAC 197-11-800(1)(~~bc~~) based on conditions in the city. The exemptions in this subsection apply to all licenses required to undertake the construction in question. The exemptions in this subsection apply except when the project:

(1) is undertaken wholly or partly on lands covered by water;

(2) requires a license governing discharges to water that is not exempt under RCW 43.21C.0383;

(3) requires a license governing emissions to air that is not exempt under RCW 43.21C.0381 or WAC 197-11-800 (7) or (8);

(4) involves demolition of a contributing structure listed in a local, state or national historic register; or

(5) requires a land use decision that is not exempt under WAC 197-11-800(6).

B. The following types of projects shall be exempt:

~~A.1. For residential dwelling units in WAC 197-11-800(1)(d)(b)(i): The construction or location of no more than ~~four (4)~~ thirty (30) single-family dwelling units;~~

~~2. The construction or location of no more than sixty (60) multi-family dwelling units.~~

~~B.3. For agricultural structures in WAC 197-11-800(1)(b)(ii): ~~up to~~ The construction of a barn, loafing shed, farm equipment storage building, produce storage or packing structure, or similar agricultural structure, covering no more than ~~forty ten~~ thousand (40,000) square feet and to be used only by the property owner or his or her agent in the conduct of farming the property. This exemption shall not apply to feed lots.~~

~~C.4. For The construction of an office, school, commercial, recreational, service or storage buildings with no more than thirty thousand (30,000), in WAC 197-11-800(1)(db) (iii): ~~up to~~ four thousand-square feet of gross floor area and with associated parking facilities designed for no more than ~~up to~~ twenty-ninety (90) automobiles. parking spaces; This exemption includes parking lots for no more than ninety (90) automobiles not associated with a structure.~~

~~D. For parking lots in WAC 197-11-800(1)(b)(iv): ~~up to~~ twenty parking spaces;~~

~~E. 5. For ~~Any land~~ fills ~~or and~~ excavations of no more than ~~in WAC 197-11-800(b)(v): ~~up to~~ one thousand (1,000) five hundred~~ cubic yards throughout the total lifetime of the fill or excavation and any excavation, fill or grading necessary for an exempt project in (1), (2), (3), or (4) of this subsection.~~

C. Public Notice.

Development proposals that are categorically exempt under subsection A but exceed the minor new construction *minimum* thresholds set forth in WAC 197-11-800(1)(b) shall provide notice as specified in EMC 15.24.080.F.

Section 2. Section 1 of Ordinance No. 3272-12 (EMC Chapter 20.04 Article III. Categorical Exemptions, Section 20.04.140), which reads as follows:

20.04.140 Categorical exemptions—Infill development.

A. The following exempt levels are established for new construction under RCW 43.21C.229, for land located within the E-1 MUO (mixed-use overlay) zone:

1. Residential use and its required off-street parking: up to one hundred dwelling units;
2. Commercial use within a mixed-use building including eight or more residential dwelling units, and the required off-street parking: up to fifteen thousand square feet.

B. Review Process. Development proposals that meet the categorical exemption thresholds stated in subsection A of this section that exceed the city SEPA thresholds for categorical exemption as specified in Section 20.04.130 shall be subject to Review Process II as specified in Chapter 15.20; provided, however, that environmental review under SEPA is not required. The city shall provide notice of the proposed development application as required by Review Process II.

Is hereby amended to read as follows:

20.04.140 Categorical exemptions—Infill development.

A. The following exempt levels are established for new construction under RCW 43.21C.229, for land located within the E-1 MUO (mixed-use overlay) zone:

1. Residential use and its required off-street parking: up to one hundred dwelling units;
2. Commercial use within a mixed-use building including eight or more residential dwelling units, and the required off-street parking: up to ~~fifteen~~thirty thousand square feet.

B. Review Process. Development proposals that meet the categorical exemption thresholds stated in subsection A of this section that exceed the city SEPA thresholds for categorical exemption as specified in Section 20.04.130 shall be subject to Review Process II as specified in Chapter 15.20; provided, however, that environmental review under SEPA is not required. The city shall provide notice of the proposed development application as required by Review Process II.

Section 3. Chapter 6 Section 2B of Ordinance No. 2530-01, as amended by Section 2 of Ordinance No. 3185-10 (EMC Chapter 15.24 Article II. Public Notice and Public Comment Periods), which reads as follows:

15.24.080 Review Process II—Administrative decisions.

Public notice shall include notice of application and notice of decision. Public notice of the notice of application shall be provided by:

- A. Posting notice on or near the property with two signs no less than twenty-four inches by thirty-six inches in size, as specified by Section 15.24.190;
- B. Posting additional signs if the project is a linear project, as specified by Section 15.24.190;
- C. Mailing notice to owners of property located within one hundred fifty feet of the subject property;
- D. Mailing notice to the SEPA mailing list (unless the project is categorically exempt); and

E. Mailing notice to the neighborhood leader mailing list if applicable.

Is hereby amended to read as follows:

15.24.080 Review Process II—Administrative decisions.

Public notice shall include notice of application and notice of decision. Public notice of the notice of application shall be provided by:

- A. Posting notice on or near the property with two signs no less than twenty-four inches by thirty-six inches in size, as specified by Section 15.24.190;
- B. Posting additional signs if the project is a linear project, as specified by Section 15.24.190;
- C. Mailing notice to owners of property located within one hundred fifty feet of the subject property;
- D. Mailing notice to the SEPA mailing list (unless the project is categorically exempt); and
- E. Mailing notice to the neighborhood leader mailing list if applicable.

F. For applications that require public notice under EMC Section 20.04.130, public notice shall be provided by posting two signs no less than twenty-four inches by thirty-six inches on or near the property. The signs shall contain the information specified in Section 15.24.190 C.

Section 4. Severability. Should any section, paragraph, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulations, this shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 5. Conflict. In the event there is a conflict between the provisions of this Ordinance and any other City ordinance, the provisions of this Ordinance shall control.

Section 6. Corrections. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection number and any references thereto.

Section 7. General Duty. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance

that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Ray Stephanson, Mayor

ATTEST:

CITY CLERK

Passed: _____

Valid: _____

Published: _____

Effective Date: _____

Maximum SEPA Categorical Exemption Thresholds

Section of 2012 Rules WAC 197-11-800(1)(d)

Project Types	Cities and UGA	Existing City of Everett
Residential	30 SF units; 60 MF units	4 dwelling units Evergreen Way mixed use overlay: up to 100 du*
Agriculture Structures	40,000 sq. ft.	10,000 sq. ft.
Non residential	30,000 sq. ft.	4,000 sq. ft. Evergreen Way mixed use overlay: 15,000 sq. ft. mixed use development with ≥ 8 du*
Parking	90 stalls	20 stalls
Fill or Excavation	1,000 cubic yards	500 cubic yards

*Maximums for Evergreen Way mixed use overlay (E-1 MUO zone) including required off-street parking

Summary of City of Everett Regulations Addressing SEPA Elements

July 15, 2016

City of Everett and WA State Regulations	
SEPA Element	City of Everett and WA State Regulations
EARTH	Sections 15.16.060 and 15.16.090 EMC; 2015 Comprehensive Plan consistent with Chapter 36.70A RCW; Shoreline Master Program, Conservation Element consistent with RCW 43.21C and Chapter 173-26 WAC Shoreline Use Element Policies and Regulations; Everett Municipal Code (EMC) Chapter 37-Critical Areas specifically Section 37.080 geologically hazardous areas; EMC Title 19 Zoning; NPDES Permit; City of Everett Design and Construction Standards and Specifications for Development.
AIR	Sections 15.16.060 and 15.16.090 EMC; Construction and demolition must comply with the Puget Sound Clean Air Agency requirements.
WATER	Sections 15.16.060 and 15.16.090 EMC; Chapter 30 EMC Floodplain Overlay Districts and Regulations; development consistent with Flood Insurance Rate Maps. 2015 Comprehensive Plan; Shoreline Master Program Shoreline Use Element Policies and Regulations, especially Conservation Element and Shoreline Element; City of Everett Stormwater Management Manual for Western Washington; NPDES Permit; City of Everett Design and Construction Standards and Specifications for Development.
PLANTS/ANIMALS	Sections 15.16.060 and 15.16.090 EMC; 2015 Comprehensive Plan; Shoreline Master Program, Conservation Element Shoreline Use Element Policies and Regulations, Implementation Element; Everett Municipal Code (EMC) Chapter 37-Critical Areas; City of Everett Design and Construction Standards and Specifications for Development.
ENERGY/NATURAL RESOURCES	Sections 15.16.060 and 15.16.090 EMC; 2015 Comprehensive Plan; Shoreline Master Program, Shoreline Use Element Policies and Regulations; EMC Chapter 37 —Critical Areas.
ENVIRONMENTAL HEALTH	Sections 15.16.060 and 15.16.090 EMC; 2015 Comprehensive Plan; Shoreline Master Program, Shoreline Use Element Policies and Regulations, Shoreline Restoration Element; EMC Chapter 37 —Critical Areas; NPDES Permit; EMC Title 19 Zoning, Floodplain Overlay Zone and Watershed-Resource Management Zone; EMC Chapter 39 General Provisions for vehicle storage, hazardous waste treatment and storage facilities, garbage receptacles, dumpsters and recycle bins.
NOISE	Sections 15.16.060 and 15.16.090 EMC; EMC Chapter 20.08--Noise Control; Shoreline Master Program, Shoreline Use Element Policies and Regulations; EMC Title 19 Zoning.
LAND/SHORELINE USE	Sections 15.16.060 and 15.16.090 EMC; FEMA approved Door 2 jurisdiction. 2015 Comprehensive Plan; Shoreline Master Program Shoreline Use Element Policies and Regulations; EMC Chapter 37—Critical Areas; EMC Title 19 Zoning, Development Standards and Design Standards, Sustainable Building Practices.

HOUSING	Sections 15.16.060 and 15.16.090 EMC; 2015 Comprehensive Plan; Shoreline Master Program, Shoreline Use Element; EMC Chapter 37—Critical Areas; EMC Title 19 Zoning, Development Standards and Design Standards; EMC Chapter 6 Development Standards Table; EMC Chapter 15 Multiple-Family Development Standards; EMC Chapter 15A Unit Lot Subdivisions.
AESTHETICS	Sections 15.16.060 and 15.16.090 EMC; Section 19.38.050 EMC Historic Buildings; Section 15.090 EMC Façade and roofline variation; EMC Chapter 6 Development Standards Table; Design Review Guidelines 19.22.030 EMC, 27.020 and 28.010; EMC Chapter 31 Design Overlay Zone, design zones include B-3, BMU, C-2ES, E-1 and MUO; EMC Chapter 36 Signs; EMC Chapter 35 Landscaping and Screening Requirements.
LIGHT/GLARE	Sections 15.16.060 and 15.16.090 EMC; 2015 Comprehensive Plan; Shoreline Master Program design standards; EMC Chapter 31 Design Overlay Zone; EMC Chapter 37—Critical Areas; Maximum Building Heights for most zones.
RECREATION	Sections 15.16.060 and 15.16.090 EMC; 2015 Comprehensive Plan; Shoreline Master Program, Recreation Element and Public Access Element; EMC Chapter 37—Critical Areas; EMC Section 15.050 On-site recreation facility requirements; 2016 Parks, Recreation and Open Space Plan.
PUBLIC SERVICES	Sections 15.16.060 and 15.16.090 EMC; 2015 Comprehensive Plan Capital Facilities Plan; Shoreline Master Program, shoreline uses and modification policies and regulations; EMC Chapter 37—Critical Areas; Water and Sanitary Sewer Comprehensive Plans; EMC Chapter 18.44 School District Impact Fees; City of Everett Design and Construction Standards and Specifications for Development.
HISTORIC/CULTURAL	Sections 15.16.060 and 15.16.090 EMC; 2015 Comprehensive Plan; Shoreline Master Program, Cultural Resources Element; EMC Chapter 37—Critical Areas; EMC Chapter 33 Historic Overlay Zone addresses historic sites, historic structures and historic districts; Section 19.38.050 EMC Historic Buildings; EMC Chapter 2.96 Historic Resources.
TRANSPORTATION	Sections 15.16.060 and 15.16.090 EMC; 2015 Comprehensive Plan Transportation Improvement Program; Shoreline Master Program, Circulation Element; City of Everett Design and Construction Standards and Specifications for Development; EMC Chapter 37—Critical Areas; EMC Chapter 18.36 Small Project Impact Fee; Chapter 18.40 Transportation Mitigation.
UTILITIES	Sections 15.16.060 and 15.16.090 EMC; 2015 Comprehensive Plan; Shoreline Master Program, Shoreline utility regulations; EMC Chapter 37—Critical Areas; City of Everett Design and Construction Standards and Specifications for Development.



PLANNING COMMISSION RESOLUTION NO. 16-09

A RESOLUTION Revising Regulations Pertaining to the State Environmental Policy Act and Recommending Amendments to Everett Municipal Code Chapter 20.04, Environmental Policy and Chapter 15.24, Public Notice and Appeals

WHEREAS, specified levels of minor new construction are exempt from review under the State Environmental Policy Act (SEPA), chapter 43.21C RCW, pursuant to Washington Administrative Code (WAC) 197-11-800; and

WHEREAS, the State Legislature amended the State Environmental Policy Act in 2012 to allow jurisdictions to raise SEPA exempt levels for minor new construction up to the maximum levels defined in WAC 197-11-800(1)(d); and

WHEREAS, Everett Municipal Code (EMC) section 20.04.130 specifies the SEPA exemption threshold levels adopted by the city for minor new construction and Chapter 15.24 specifies the public notice process; and

WHEREAS, currently the exemption thresholds for minor new construction in EMC 20.04.130 for residential structures, agriculture structures, non-residential structures, and fill and excavation projects are less than permitted under WAC 197-11-800(1); and

WHEREAS, Snohomish County and most cities in the County have adopted the maximum SEPA exemption thresholds; and

WHEREAS, since the City of Everett established its existing SEPA categorical exemption thresholds in 1987, it has significantly improved its protection of environmental resources and mitigation of impacts through adoption of GMA-consistent development regulations, including critical area regulations; and

WHEREAS, the proposed amendment will still require that public notice with a comment period be provided for projects that meet the minimum SEPA thresholds and are exempted from the SEPA review process because of the higher thresholds; and

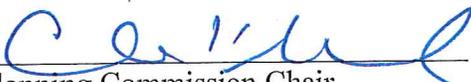
WHEREAS, the Planning Commission of the City of Everett has reviewed the proposed amendments to Everett Municipal Code Chapter 20.04, Environmental Policy and Chapter 15.24, Public Notice and Appeals and finds that:

1. The proposed amendment is consistent with WAC 197-11-800(1); and
2. Impacts from development will be addressed through City of Everett development regulations and detailed design standards with the City authority to impose mitigation as permit conditions without a SEPA threshold determination; and

3. The proposed amendment will reduce the time, effort and expense to process land use permits for minor new construction as defined in WAC 197-11-800(1)(c).

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission hereby recommends that the City Council adopt the amendments to Everett Municipal Code Chapter 20.04, Environmental Policy and Chapter 15.24, Public Notice and Appeals, a copy of which is attached hereto as Exhibit A and incorporated herein as if fully set forth.

PASSED and APPROVED this 19th day of July, 2016.



Planning Commission Chair



Planning Commission Secretary

For: Commissioner Lark, Commissioner Zelinski, Commissioner Jordison, Commissioner Sand, Commissioner Tisdell, and Chair Holland

Against: None

Absent: Commissioner Dunn, Commissioner Beck, and Commissioner Adams

Abstain: None

EXHIBIT A

Article III. Categorical Exemptions

20.04.130 Categorical exemptions—Minor new construction.

A. The following exempt levels are established for minor new construction under WAC [197-11-800](#)(1)(c) based on conditions in the city. The exemptions in this subsection apply to all licenses required to undertake the construction in question. The exemptions in this subsection apply except when the project:

- (1) is undertaken wholly or partly on lands covered by water;
- (2) requires a license governing discharges to water that is not exempt under RCW 43.21C.0383;
- (3) requires a license governing emissions to air that is not exempt under RCW 43.21C.0381 or WAC 197-11-800(7) or (8);
- (4) involves demolition of a contributing structure listed in a local, state or national historic register; or
- (5) requires a land use decision that is not exempt under WAC 197-11-800(6).

B. The following types of projects shall be exempt:

1. The construction or location of no more than thirty (30) single-family dwelling units.
2. The construction or location of no more than sixty (60) multi-family dwelling units.
3. The construction of a barn, loafing shed, farm equipment storage building, produce storage or packing structure, or similar agricultural structure, covering no more than forty thousand (40,000) square feet and to be used only by the property owner or his or her agent in the conduct of farming the property. This exemption shall not apply to feed lots.
4. The construction of an office, school, commercial, recreational, service or storage building with no more than thirty thousand (30,000) square feet of gross floor area and with associated parking facilities designed for no more than ninety (90) automobiles. This exemption includes parking lots for no more than ninety (90) automobiles not associated with a structure.
5. Any fills or excavations of no more than one thousand (1,000) cubic yards throughout the total lifetime of the fill or excavation and any excavation, fill or grading necessary for an exempt project in (1), (2), (3), or (4) of this subsection.

C. Public Notice.

Development proposals that are categorically exempt under subsection A but exceed the minor new construction *minimum* thresholds set forth in WAC 197-11-800(1)(b) shall provide notice as specified in EMC 15.24.080.F.

20.04.140 Categorical exemptions—Infill development.

A. The following exempt levels are established for new construction under RCW [43.21C.229](#), for land located within the E-1 MUO (mixed-use overlay) zone:

1. Residential use and its required off-street parking: up to one hundred dwelling units;
2. Commercial use within a mixed-use building including eight or more residential dwelling units, and the required off-street parking: up to thirty thousand square feet.

B. Review Process.

Development proposals that meet the categorical exemption thresholds stated in subsection A of this section that exceed the city SEPA thresholds for categorical exemption as specified in Section 20.04.130 shall be subject to Review Process II as specified in Chapter 15.20; provided, however, that environmental review under SEPA is not required. The city shall provide notice of the proposed development application as required by Review Process II.

15.24.080 Review Process II—Administrative decisions.

Public notice shall include notice of application and notice of decision. Public notice of the notice of application shall be provided by:

- A. Posting notice on or near the property with two signs no less than twenty-four inches by thirty-six inches in size, as specified by Section 15.24.190;
- B. Posting additional signs if the project is a linear project, as specified by Section 15.24.190;
- C. Mailing notice to owners of property located within one hundred fifty feet of the subject property;

- D. Mailing notice to the SEPA mailing list (unless the project is categorically exempt);
and
- E. Mailing notice to the neighborhood leader mailing list if applicable.
- F. For applications that require public notice under Section 20.04.130, public notice shall be provided by posting two signs no less than twenty-four inches by thirty-six inches on or near the property. The signs shall contain the information specified in Section 15.24.190C.



Memo

To: City of Everett Planning Commission
From: Karen Stewart, AICP, Environmental Planner
Date: July 18, 2016
Subject: SEPA flexible exemptions – Proposed Zoning Code Amendment

Many jurisdictions fully planning under GMA are choosing to raise SEPA exempt levels for minor new construction up to the maximum allowed by state law [WAC 197-11-800(1)(d)]. Snohomish County and the cities of Marysville, Mukilteo, Lynnwood, Mill Creek, Mountlake Terrace and Edmonds have all adopted the state allowed maximum thresholds, although Edmonds maintained 500 cubic yards for fill or excavations as the maximum threshold for exempting a SEPA review.

The following table provides the maximum thresholds allowed and compares them to the existing categorical exemption thresholds found in Everett's Land Use Code section 20.04.130 EMC.

Project Types	Cities and UGA	Existing City of Everett
Residential	30 SF units; 60 MF units	4 dwelling units
Agriculture Structures	40,000 sq. ft.	10,000 sq. ft.
Non residential	30,000 sq. ft.	4,000 sq. ft.
Parking	90 stalls	20 stalls
Fill or Excavation	1,000 cubic yards	500 cubic yards

As an incentive for infill development consistent with RCW 43.21C.229 and the Evergreen Way Revitalization Plan, in 2012 Everett increased categorical exemption thresholds for residential and commercial development in the Evergreen Way mixed use overlay (E-1 MUO). The motivation was to reduce the time required to process land use permits for development that is encouraged by the comprehensive plan. The current categorical exemption for infill development within the city's E-1 mixed-use overlay zone is up to one hundred dwelling units with required off-street parking. Commercial uses up to 15,000 square feet within a mixed-use building providing eight or more dwelling units and required off-street parking are also exempt from SEPA.

Now we propose to raise across all zoning districts SEPA categorical exemptions for minor new construction to the maximum allowed thresholds for residential, non residential, agriculture structures, parking, and fills or excavations. To be consistent in the E-1 MUO zoned areas, the threshold for commercial uses would be raised from 15,000 to 30,000 square feet.

Public Notice of Pending Actions

The question of what notice, if any, shall apply when the project falls below the SEPA exemption levels and no other land use process requires public notice was discussed by the Planning Commission at your workshop on May 17, 2016. At that meeting, the majority of the Commissioners appeared to prefer public notice provided by posting signs at the site describing the proposed development action and providing a 14-day comment period. Consistent with this direction, the proposed code amendments were drafted to ensure that development proposals currently subject to SEPA and above the minimum thresholds set forth in state law will continue to be publically noticed with a comment period even if the exemption thresholds are raised.

In addition, it should be noted that current code provisions in Title 15 give the City authority to impose mitigation as permit conditions without a SEPA threshold determination, as provided below:

15.16.060 Action taken.

A. For all Review Process I Applications. If proposed actions that fall into the category of Review Process I are subject to other regulations, including any regulations of other agencies, issuance of a permit by the city does not excuse the applicant of the requirement to obtain all other required permits and approvals prior to initiating construction of the project. Action taken on the application shall be one of the following:

1. Permit issuance or approval, *which may include conditions on the project; (emphasis added)*
2. Permit denial explaining the reasons the permit was not approved; or
3. A letter explaining what additional information is necessary or other approvals which are required before the permit can be issued.

An administrative appeal to the examiner is provided. Any appeals shall be in accordance with the appeals section of this title.

Requested Action

The proposed code changes (in track changes format) are attached for your review and consideration for approval at a public hearing on Tuesday, July 19, 2016. To facilitate Planning Commission action, staff has prepared a resolution recommending amendments to Everett Municipal Code Chapter 20.04, Environmental Policy and Chapter 15.24, Public Notice and Appeals.

Article III. Categorical Exemptions

20.04.130 ~~Flexible thresholds for c~~Categorical exemptions—Minor new construction.

A. The following exempt levels are established for minor new construction under WAC 197-11-800(1)(bc) based on conditions in the city. The exemptions in this subsection apply to all licenses required to undertake the construction in question. The exemptions in this subsection apply except when the project:

(1) is undertaken wholly or partly on lands covered by water;

(2) requires a license governing discharges to water that is not exempt under RCW 43.21C.0383;

(3) requires a license governing emissions to air that is not exempt under RCW 43.21C.0381 or WAC 197-11-800 (7) or (8); ;

(4) involves demolition of a contributing structure listed in a local, state or national historic register; or

(5) requires a land use decision that is not exempt under WAC 197-11-800(6).

B. The following types of projects shall be exempt:

A.1. For residential dwelling units in WAC 197-11-800(1)(d)b(i): The construction or location of no more than thirty (30) single-family dwelling units;

2. The construction or location of no more than sixty (60) multi-family dwelling units.

B.3. For agricultural structures in WAC 197-11-800(1)(b)(ii): up to The construction of a barn, loafing shed, farm equipment storage building, produce storage or packing structure, or similar agricultural structure, covering no more than forty ten thousand (40,000) square feet and to be used only by the property owner or his or her agent in the conduct of farming the property. This exemption shall not apply to feed lots.;

C.4. For The construction of an office, school, commercial, recreational, service or storage buildings with no more than thirty thousand (30,000), in WAC 197-11-800(1)(db) (iii): up to four thousand square feet of gross floor area and with associated parking facilities designed for no more than up to twenty ninety (90) automobiles. parking spaces; This exemption includes parking lots for no more than ninety (90) automobiles not associated with a structure.

D. For parking lots in WAC 197-11-800(1)(b)(iv): up to twenty parking spaces;

E. 5. For Any land fills or and excavations of no more than in WAC 197-11-800(b)(v): up to one thousand (1,000) five hundred cubic yards throughout the total lifetime of the fill or excavation and any excavation, fill or grading necessary for an exempt project in (1), (2), (3), or (4) of this subsection. (Ord. 2534-01 § 13, 2001; Ord. 1348-87 § 3B, 1987)

C. Public Notice.

Development proposals that are categorically exempt under subsection A but exceed the minor new construction minimum thresholds set forth in WAC 197-11-800(1)(b) shall provide notice as specified in EMC 15.24.080.F.

20.04.140 Categorical exemptions—Infill development.

A. The following exempt levels are established for new construction under RCW 43.21C.229, for land located within the E-1 MUO (mixed-use overlay) zone:

- 1. Residential use and its required off-street parking: up to one hundred dwelling units;
2. Commercial use within a mixed-use building including eight or more residential dwelling units, and the required off-street parking: up to fifteen-thirty thousand square feet.

B. Review Process. Development proposals that meet the categorical exemption thresholds stated in subsection A of this section that exceed the city SEPA thresholds for categorical exemption as specified in Section 20.04.130 shall be subject to Review Process II as specified in Chapter 15.20; provided, however, that environmental review under SEPA is not required. The city shall provide notice of the proposed development application as required by Review Process II.

15.24.080 Review Process II—Administrative decisions.

Public notice shall include notice of application and notice of decision. Public notice of the notice of application shall be provided by:

- A. Posting notice on or near the property with two signs no less than twenty-four inches by thirty-six inches in size, as specified by Section 15.24.190;
- B. Posting additional signs if the project is a linear project, as specified by Section 15.24.190;

- C. Mailing notice to owners of property located within one hundred fifty feet of the subject property;
- D. Mailing notice to the SEPA mailing list (unless the project is categorically exempt);
and
- E. Mailing notice to the neighborhood leader mailing list if applicable.
- F. For applications that require public notice under Section 20.04.130, public notice shall be provided by posting two signs no less than twenty-four inches by thirty-six inches on or near the property. The signs shall contain the information specified in Section 15.24.190C.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

An Ordinance closing a special improvement project entitled "SR99/Evergreen Way BRT Project," Fund 303, Program 081, as established by Ordinance No. 3101-08

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

COUNCIL BILL # CB1609-39
 Originating Department Public Works
 Contact Person Ryan Sass
 Phone Number (425) 257-8942
 FOR AGENDA OF Sept. 28, 2016

Initialed by:
 Department Head _____
 CAA db
 Council President sm

Location SR99/Evergreen Way **Preceding Action** Ordinance No. 3101-08 **Attachments** Proposed Ordinance **Department(s) Approval** Public Works

Amount Budgeted	\$ 2,170,000	
Expenditure Required	\$ 1,766,052	Account Number(s): PW 3360
Budget Remaining	\$ 403,948	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The SR99/Evergreen Way BRT Project provided for the installation of traffic signal equipment and controls, software, traffic cameras, transit signal priority transponders, and transit signal priority tag readers along the SR99/Evergreen Way corridor to support the Bus Rapid Transit (BRT) route in Everett.

The project cost includes \$1,543,964 for design and construction with a remaining balance transfer of \$222,088; \$148,059 to Fund 425 and \$74,029 to Fund 157 respectively.

The funding sources for this project were:

Federal Grant – CM-0099(104)	\$1,156,052
Fund 425 – Everett Transit	400,000
Fund 157 – Traffic Mitigation	200,000
Fund 119 – Street Improvements	10,000
Total Funds	<u>\$1,766,052</u>

RECOMMENDATION (Exact action requested of Council):

Adopt an Ordinance closing a special improvement project entitled, "SR99/Evergreen Way BRT Project," Fund 303, Program 081, as established by Ordinance No. 3101-08.



ORDINANCE NO. _____

AN ORDINANCE closing a special improvement project entitled, "SR99/Evergreen Way BRT Project," Fund 303, Program 081, as established by Ordinance No. 3101-08

WHEREAS, the special improvement project entitled "SR99/Evergreen Way BRT Project" Fund 303, Program 081, was established to provide for identified improvements; and

WHEREAS, the purpose of the fund has been accomplished; and

WHEREAS, there are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received;

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1:

That the special improvement project entitled "SR99/Evergreen Way BRT Project" Fund 303, Program 081, as established by Ordinance No. 3101-08, be closed.

Section 2:

That the final expenses and revenues for the "SR99/Evergreen Way BRT Project" Fund 303, Program 081, are as follows:

A. Expenses

Design and Construction	\$ 1,543,964
Remaining Balance Transfer – Fund 425	148,059
Remaining Balance Transfer – Fund 157	<u>74,029</u>
Total Expenses	\$ 1,766,052

B. Source of Funds

Federal Grant – CM-0099(104)	\$ 1,156,052
Fund 119 – Street Improvements	10,000
Fund 157 – Traffic Mitigation	200,000
Fund 425 – Everett Transit	<u>400,000</u>

Total Revenues \$ 1,766,052

Section 3:

There are no financial transactions remaining.

RAY STEPHANSON, MAYOR

ATTEST:

CITY CLERK

Passed:

Valid:

Published:

Effective:

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

An Ordinance closing a special improvement project entitled "Horizon Elementary School Walk Route Safety Improvements," Fund 303, Program 087, as established by Ordinance No. 3161-09

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

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

CB 1609-40
Public Works
Ryan Sass
(425) 257-8942
Sept. 28, 2016

Initialed by:
 Department Head
 CAA
 Council President



<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Casino Road and 5 th Avenue West	Ordinance No. 3161-09	Proposed Ordinance	Public Works

Amount Budgeted	\$ 415,000	
Expenditure Required	\$ 650,740	Account Number(s): PW 3404
Budget Remaining	-0-	
Additional Required	\$ 235,740	

DETAILED SUMMARY STATEMENT:

The Horizon Elementary School Walk Route Safety Improvements project constructed enhancements to pedestrian safety on Casino Road and 5th Avenue West near Horizon Elementary School.

The improvements included overhead school zone speed signs, radar speed feedback signs, crosswalk safety enhancements, ADA ramps, countdown pedestrian signal displays and improved street illumination. In addition, pedestrian safety educational materials were produced and distributed and the Everett Police Department conducted speed-zone emphasis patrols.

The funding sources for this project were:

State Grant – HLP-SR09(016)	\$ 413,835
Fund 119 – Street Improvements	<u>236,905</u>
Total Revenues	\$ 650,740

RECOMMENDATION (Exact action requested of Council):

Adopt an Ordinance closing a special improvement project entitled "Horizon Elementary School Walk Route Safety Improvements," Fund 303, Program 087, as established by Ordinance No. 3161-09.



ORDINANCE NO. _____

AN ORDINANCE closing a special improvement project entitled, "Horizon Elementary School Walk Route Safety Improvements," Fund 303, Program 087, as established by Ordinance No. 3161-09

WHEREAS, the special improvement project entitled "Horizon Elementary School Walk Route Safety Improvements" Fund 303, Program 087, was established to provide identified improvements; and

WHEREAS, the purpose of the fund has been accomplished; and

WHEREAS, there are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received;

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1:

That the special improvement project entitled "Horizon Elementary School Walk Route Safety Improvements" Fund 303, Program 087, as established by Ordinance No. 3161-09, be closed.

Section 2:

That the final expenses and revenues for the "Horizon Elementary School Walk Route Safety Improvements" Fund 303, Program 087, are as follows:

A. Expenses

Design and Construction	<u>\$ 650,740</u>
Total Expenses	\$ 650,740

B. Source of Funds

State Grant – HLP-SR09(016)	\$ 413,835
Fund 119 – Street Improvements	<u>236,905</u>
Total Revenues	\$ 650,740

Section 3:

There are no financial transactions remaining.

RAY STEPHANSON, MAYOR

ATTEST:

CITY CLERK

Passed:

Valid:

Published:

Effective:

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Ordinance closing the special construction fund entitled "Allen Buick Redevelopment Project" Fund 342, Program 017, as established by Ordinance No. 3207-10

_____ Briefing
 _____ Proposed Action
 _____ Consent
 _____ Action
9/28/16 First Reading
10/5/16 Second Reading
10/12/16 Third Reading
 _____ Public Hearing

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

OB1609-41
 Facilities /
 Real Property
 Mike Palacios
 425-257-8938
 September 28, 2016
 October 5, 2016
 October 12, 2016

Initialed by:
 Department Head _____
 CAA _____
 Council President _____

db
fm

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
3003 Colby Avenue – Southeast corner of Colby Avenue and Wall Street	12/29/10 Funding Ordinance	Closing Ordinance	Administration, Legal, Facilities/Real Property

Amount Budgeted	\$450,000	
Expenditure Required	\$642,527	Account Number(s):
Budget Remaining	\$0	Fund 342, Program 017
Additional Required	\$192,527	

DETAILED SUMMARY STATEMENT:

All of the work required for the Allen Buick Redevelopment Project has been completed and the proposed Ordinance will close Fund 342, Program 017.

Work included handling of contaminated soils, the relocation of an underground electrical vault, the removal and relocation of an overhead power feed encroachment and the replacement of a traffic signal pole. The additional \$192,527 in costs was a result of two previously unknown areas of contaminated soils that were discovered during the excavation work for the new Marriott Hotel that was constructed on the site.

RECOMMENDATION (Exact action requested of Council):

Adopt the proposed Ordinance closing the special construction fund entitled "Allen Buick Redevelopment Project" Fund 342, Program 017, as established by Ordinance No. 3207-10.



ORDINANCE NO. _____

AN ORDINANCE closing the special construction fund entitled "Allen Buick Redevelopment Project" Fund 342, Program 017, as established by Ordinance No. 3207-10.

WHEREAS, the "Allen Buick Redevelopment Project", Fund 342, Program 017 was established to provide for the site work necessary for the redevelopment of the city owned property commonly known as the Allen Buick property. This work included the handling of contaminated soils, the relocation of an underground electrical vault, the removal and relocation of an overhead power feed encroachment, and the replacement of a traffic signal pole, and,

WHEREAS, the purpose of the fund has been accomplished and,

WHEREAS, there are neither outstanding obligations of the fund to be paid nor uncollected revenues to be received;

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1: That the special construction fund, Fund No. 342, Program 017, "Allen Buick Redevelopment Project" to be closed.

Section 2: That the final revenues and expenses for "Allen Buick Redevelopment Project", Fund 342, Program 017, are as follows:

REVENUES	
CIP 4	\$642,527
Total	\$642,527

EXPENSES

Contaminated Soils	\$492,297
Underground Electrical Vault Relocation	\$138,755
Overhead Power Relocation	\$11,336
Traffic Signal Pole Replacement	<u>\$139</u>
Total	\$642,527

CITY OF EVERETT

Ray Stephanson, Mayor

Attest:

Sharon Fuller, City Clerk

Passed:

Valid:

Published:

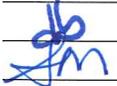
EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Street Closure – 29th Annual
Puget Sound Festival of Bands

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

COUNCIL BILL # _____
 Originating Department City Clerk
 Contact Person Anna Pankevich
 Phone Number 425 257-8614
 FOR AGENDA OF October 5, 2016

Initialed by:
 Department Head _____
 CAA _____
 Council President 

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

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

DETAILED SUMMARY STATEMENT:

The Cascade High School Band & Color Guard Boosters are requesting the closure of various streets (see attached map) on October 22, 2016, 6 a.m. to 10 p.m., for a 29th Annual Puget Sound Festival of High School Marching Bands.

RECOMMENDATION (Exact action requested of Council):

Authorize the closure of various streets (see attached map) on October 22, 2016, 6 a.m. to 10 p.m., for a 29th Annual Puget Sound Festival of High School Marching Bands sponsored by the Cascade High School Band & Color Guard Boosters.

Everett, WA - Official Website

Post-it® Fax Note	7671	Date	# of pages 5
To	Anna	From	Rockelle Staley
Co./Dept.	City Clerk	Co.	Cascade H.S. Band Boosters
Phone #	257-8610	Phone #	509-499-0080
Fax #	257-8741	Fax #	348-0458

Special Event Application

Special Event Application

A special event application is required for any event involving the use or closure of a public right-of-way. We are REQUIRED to inform the neighborhood and businesses of the street closure PRIOR to obtaining approval. You will be taken to the certification after printing your event application. A map showing the route is REQUIRED if your event is a parade or a walk/run.

Event Type

- Street Closure
 Parade
 Walk/Run
 Other

Event Date

10/22/2016

Start Time

6:00 AM

End/Closure Time

10:00 PM

Location of Event

Everett Memorial Stadium

Event Description

29th Annual Puget Sound Festival of Bands High School Marching Band Competition

Sponsoring Organization

Cascade High School Band & Color Guard Boosters

Address 1

P.O. Box 14662

City

Mill Creek

State

Washington

Zip

98012

①

Contact First Name

Rochelle

Contact Last Name

Staley

Contact Phone Number

509-499-0300

Approximate # of participants

3000 Persons 100 Vehicles

Please indicate a number of People, Animals, and vehicles anticipated to participate. Please define which type of animals

Assembly Area (Streets)

Please see attached maps

Portion of street to be used

Full width

Half

Other

Informing businesses/residents

Person to person and door hangers

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

Applicant Signature and Date

Rochelle Staley 9-15-16

FOR OFFICE USE ONLY

Please do not write below, for office use only.

(2)

Everett, WA - Official Website

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

Special Conditions: _____

Comments: _____

Council agenda date: 10/5/16

City Council approval: 1/1

Permit _____

TR # _____

3

2016 TUGEL SOUND FESTIVAL OF BANDS OCTOBER 22, 2016

PRINTED NAME

ADDRESS

SIGNATURE

Rick Johnson

3729 Broadway Pacific Row
Astoria

Rick Johnson

BRUCE LEABOW

2111 38th ST T&A SUPPLY

Bruce Leabow

Mark Gwynn

3829 Broadway

Mark Gwynn

LEE BEERRAID

2115 39th ST SWEETLANDS

Lee Beerraide

Tim Lypha

2119 39th St Davis Beer

Tim Lypha

KOM Staley

2120 37th STREET/Gwynn

KOM Staley

Allen Kost

3620 Mc Dougall Ave

Allen Kost

Sunny Allen-Estes

3615 Mc Dougall Ave

Sunny Allen-Estes

Greg Tisdell

2118 30th St

Greg Tisdell

(4)

SIGNING CONCURS WITH STREET CLOSURE

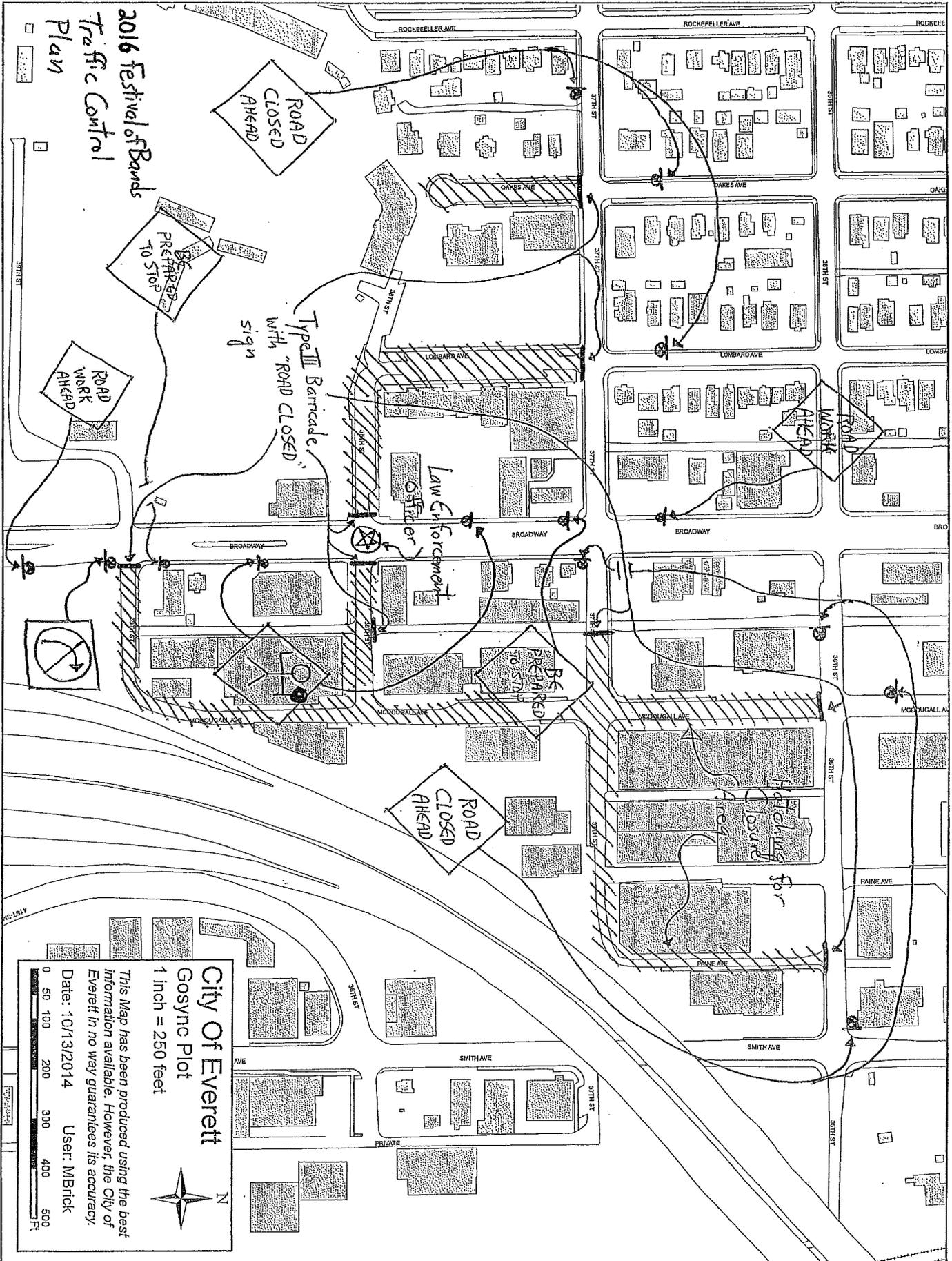
Street Closures for 2016 Puget Sound Festival of Bands
Saturday, October 22nd 6am – 10pm



- A. Close Oakes at 37th (South side)
 - B. Close Lombard at 37th (South side)
 - C. Close 37th East of Broadway at alley
 - D. Close McDougall at 36th (South side)
 - E. Close 37th (also marked as Paine) at 36th (South side)
 - F. Close 38th West of Broadway
 - G. Close 38th East of Broadway
 - H. Close 39th East of Broadway
- ★ Everett Police Department to control intersection of 38th at Broadway from 7 am – 10 pm

(5)

2016 Festival of Bands
Traffic Control
Plan

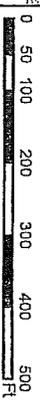


City of Everett
Gosync Plot
1 inch = 250 feet



This Map has been produced using the best information available. However, the City of Everett in no way guarantees its accuracy.

Date: 10/13/2014 User: MBrick



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 September 17, 2016, and checks issued September 23, 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	\$5,544.86
003	Legal	\$57,423.00	19,706.57
004	Administration	50,529.16	15,045.48
005	Municipal Court	47,735.87	19,429.48
007	Personnel	45,037.94	16,432.09
010	Finance	53,469.60	20,437.94
015	Information Technology	51,084.21	19,381.77
021	Planning & Community Dev	44,122.06	14,602.76
022	Neighborhoods & Community Svcs	5,370.08	2,315.98
024	Public Works	155,307.57	58,624.99
026	Animal Shelter	35,732.34	13,235.27
027	Senior Center	11,320.01	4,081.27
031	Police	867,564.64	245,775.89
032	Fire	553,688.34	168,214.06
038	Facilities/Maintenance	67,010.30	29,578.92
101	Parks & Recreation	198,318.25	73,902.74
110	Library	118,164.41	41,321.16
112	Community Theatre	6,922.76	3,086.65
120	Street	63,195.91	26,976.60
153	Emergency Medical Services	163,164.16	48,244.15
197	CHIP	9,033.99	3,907.47
198	Community Dev Block	6,504.95	2,251.86
401	Utilities	685,712.11	266,199.59
425	Transit	373,602.13	156,896.11
440	Golf	32,505.58	10,545.36
501	Equip Rental	62,580.34	25,961.95
507	Telecommunications	9,792.91	4,007.66
		<u>\$3,785,458.38</u>	<u>\$1,315,708.63</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2016.

Council President

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

An Ordinance approving the appropriations of the 2016 revised City of Everett Budget and amending Ordinance No. 3503-16

_____ Briefing
 _____ Proposed Action
 _____ Consent
 _____ Action
 09/21/16 First Reading
 09/28/16 Second Reading
 10/05/16 Third Reading
 _____ Public Hearing
 _____ Budget Advisory

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

CB1609-37
 Finance
 Susy Haugen
 425-257-8612
 Sept. 21, 2016
 Sept. 28, 2016
 October 5, 2016

Initialed by:
 Department Head
 CAA
 Council President



<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u> Ordinance, Attachment A	<u>Department(s) Approval</u> Finance
-----------------	-------------------------	--	--

Amount Budgeted	\$353,490,183	
Expenditure Required	\$354,908,630	Account Number(s): See Attachment A
Budget Remaining	-0-	
Additional Required	\$1,418,447	

DETAILED SUMMARY STATEMENT:

The proposed ordinance amends the City of Everett 2016 Operating Budget as follows:

- General Government amendments increase revenue by \$380,072, expenditure budgets by \$168,654, and ending fund balance by \$211,418.
- Non-General Government amendments increase revenue budgets by \$45,593, increase expenditure budgets by \$1,249,793 and decrease ending fund balances by \$1,204,200.

RECOMMENDATION (Exact action requested of Council):

Adopt an ordinance approving the appropriations of the 2016 revised City of Everett budget and amending Ordinance No. 3503-16.

ORDINANCE NO. _____



AN ORDINANCE approving the appropriations of the 2016 revised City of Everett budget and amending Ordinance No. 3503-16.

WHEREAS, the City Council has reviewed the amended budget appropriations and information which was made available; and approves the appropriation of local, state, and federal funds and the increase or decrease from previously approved programs within the 2016 Budget; and

WHEREAS, the applications of funds have been identified;

NOW, THEREFORE, the City of Everett does ordain that Ordinance No. 3503-16 is hereby amended by the amendments shown on Attachment A, which is incorporated by reference, which amendments shall be made to the 2016 Budget with a total increased appropriation amount of \$1,418,447.

	<u>Beginning Fund Balance and 2016 Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>
2016 Previously Amended Budget	\$ 508,540,762	\$ 353,490,183	\$ 155,050,579
Budget Amendment #3	425,665	1,418,447	(992,782)
2016 Amended Budget	\$ 508,966,427	\$ 354,908,630	\$ 154,057,797

MAYOR

ATTEST:

CITY CLERK

Passed:
Valid:
Published:
Effective Date:

2016 BUDGET ADJUSTMENTS for Budget Amendment # 3

General Government Amendments

		Increase/(Decrease)		
<u>Fund</u>	<u>Description</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>
GGA-28	Planning	15,000	15,000	-
GGA-29	Police	24,072	24,072	-
GGA-30	Engineering		116,282	(116,282)
GGA-31	Library		13,300	(13,300)
GGA-32	Multiple Funds		(1,860,000)	-
GGA-32	Non-Departmental		1,860,000	-
GGA-33	General Fund	341,000		341,000
Total General Government Amendments		380,072	168,654	211,418

Non-General Government Amendments

		Increase/(Decrease)		
<u>Fund</u>	<u>Description</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>
NGA-13	CIP 4		600,000	(600,000)
NGA-14	Motor Vehicle Division		161,000	(161,000)
NGA-15	EMS		443,200	(443,200)
NGA-16	Police	45,593	45,593	-
Total Non-General Government Amendments		45,593	1,249,793	(1,204,200)
Total General and Non-General Government Amendments		425,665	1,418,447	(992,782)

**2016
Budget Adjustments
Tally Sheet**

Department		Code	Rev	Exp	FB	
GGA-28	Planning	Amendment - Historic Preservation Grant	021A		15,000	
GGA-28	General Fund	Amendment - Historic Preservation Grant	002A	15,000		

The City has been awarded a Historic Preservation Grant in the amount of \$15,000 to hire a consultant to assess building conditions and repair/preservation methods and materials. The project will include an assessment of 10 or more historic buildings in downtown Everett, an illustrated manual for building repair/preservation, and a public workshop for building owners and tenants.

Increase grant revenue	002	3331590417			15,000
Increase professional services budget	021	5010454410		15,000	

Department		Code	Rev	Exp	FB	
GGA-29	Police	Amendment - Bulletproof Vest Grant	031A		24,072	
GGA-29	General Fund	Amendment - Bulletproof Vest Grant	002A	24,072		

The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998, is a U. S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. Fiscal Year (FY) 2016 BVP funds became available earlier this year for purchase of compliant armored vests ordered on or after April 1, 2016. The Police Department applied for funding to cover the maximum of fifty percent of the cost of 64 vests. The total cost of 64 vests is \$48,144; therefore, the EPD applied for \$24,072.

Council authorized the Mayor to sign the application for FY 2016 BVP award funding at the April 27, 2016, Council meeting.

Increase grant revenue	002	3311660031			24,072
Increase uniform budget	031	5220000260		24,072	

Department		Code	Rev	Exp	FB	
GGA-30	Engineering	Amendment - Staffing Adjustments	024A		116,282	
GGA-30	General Fund	Amendment - Staffing Adjustments	009A		(116,282)	

Engineering has had several positions turnover this year requiring retirement payouts and advance hiring of replacement personnel in order to train for smooth transitions. They have also requested additional day labor funding to assist in increased workload. This amendment raises Engineering's labor budget by \$116,282.

Increase salary budget	024	5831060241110		69,122	
Increase day laborer budget	024	5831060241170		18,576	
Increase benefit budget	024	5831060241210		28,584	
Decrease ending fund balance	009	5980000490			116,282

**2016
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGA-31	Library	Amendment - Add 0.60 FTE Librarian I	024A		13,300	
GGA-31	General Fund	Amendment - Add 0.60 FTE Librarian I	009A			(13,300)

This amendment increases Library's budget for the addition of a 0.60 FTE Librarian I to help reduce overtime at the South Library branch. The amount shown is for three months of salary and benefits. The 0.60 FTE will be added as a full year position in 2017.

Increase salary budget	110	5831060241110	9,500	
Increase benefit budget	110	5831060241210	3,800	
Increase property tax distribution	110	3111010000		13,300
Decrease property tax	002	3111002000	13,300	
Decrease ending fund balance	002	5980000490		13,300

	Department		Code	Rev	Exp	FB
GGA-32	Multiple Funds	Amendment - Labor Adjustment (slow roll)	009A		(1,860,000)	
GGA-32	Gen Gov Non Dept	Amendment - Labor Adjustment (slow roll)	009A		1,860,000	

This amendment proposes to lock in department labor under expenditures in the amount of \$1,860,000. This amount will be allocated to the General Government Non-Departmental Fund 009 to offset the 2016 budgeted personnel slow roll assumption.

Decrease Council labor	001			5,000
Decrease Legal labor	003			35,000
Decrease HR labor	007			45,000
Decrease Finance labor	010			215,000
Decrease Information Technology labor	015			25,000
Decrease Planning labor	021			30,000
Decrease Animal Services labor	026			10,000
Decrease Police labor	031			1,300,000
Decrease Fire labor	032			20,000
Decrease Parks labor	101			150,000
Decrease Library labor	110			25,000
Increase Gen Gov Non-departmental expenditures (offset to slow roll)	009		1,860,000	

	Department		Code	Rev	Exp	FB
GGA-33	General Fund	Amendment - Property Tax refund levy	002A	341,000		
GGA-33	Gen Gov Non Dept	Amendment - Property Tax refund levy	009A			341,000

Late in 2015, the City received information that our refund levy would be significantly higher than originally estimated. However, it was too late to change the original budget. This amendment recognizes the additional revenue associated with the refund levy.

Increase property tax	002	3111000200		341,000
Increase ending fund balance	009	5980000490	341,000	

**2016
Budget Adjustments
Tally Sheet**

Department	Code	Rev	Exp	FB
NGA-13 CIP 4 Amendment - CIP 4 Projects	162A		600,000	(600,000)

This amendment increases the CIP 4 expenditure budget for the South Branch Library Expansion Project as approved by Ordinance 3505-16.

Increase CIP 4 transfers out	162	5625230550	600,000	
Decrease ending fund balance	162	5620999490		600,000

Department	Code	Rev	Exp	FB
NGA-14 MVD Amendment - Vehicle & Equip. Purchases	126A		161,000	(161,000)

This amendment increases the vehicle and equipment expenditure budget in Fund 126, MVD, for the following replacements:

Fire \$120,000 Add'l funds for a fire engine and a utility vehicle
Parks \$ 41,000 4X4 pickup

Increase vehicle expenditures - Fire	126	5200032640	120,000	
Increase vehicle expenditures - Parks	126	5200101640	41,000	
Decrease ending fund balance	126	5980000490		161,000

Department	Code	Rev	Exp	FB
NGA-15 EMS Amendment - Prof Svcs and Vehicle Purchase	153A		443,200	(443,200)

This amendment will increase the Emergency Medical Services (EMS) budget for the following:

\$184,000 for a replacement medic unit
\$128,350 to cover costs associated with the EMS billing investigation and audit
\$130,850 to cover EMS's share of costs associated with the interest arbitration and ULP

Increase capital outlay	153	5200000640	184,000	
Increase professional services	153	5200000410	259,200	
Decrease ending fund balance	153	5990000490		443,200

**2016
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
NGA-16	Criminal Justice Fund	Amendment - 2016 Byrne Memorial Grant	156A	45,593	45,593	-

The Police Department was awarded a \$45,593 Edward Byrne Memorial Justice Assistance grant for the acquisition of law enforcement equipment and technology. Funds will be used in accordance with pre-allocations to provide the following; real-time video recording system, digital video cameras, mobile device forensics software, and an underwater communications system. This grant does not contain a matching requirement.

Council authorized acceptance of this award at the June 22, 2016, Council meeting.

Increase grant revenue	156	3311673866		45,593
Increase equipment budget	156	5660000xxx		

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

A Contract with WebQA for
GovQA Public Records
Request Management Software
as a Service

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

COUNCIL BILL # _____
Originating Department Finance
Contact Person Susy Haugen
Phone Number (425) 257-8612
FOR AGENDA OF October 5, 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>
	Briefing on 9/14/16	Contract	Legal, Information Technology, Finance

Amount Budgeted	\$ 24,363	
Expenditure Required	\$ 24,363	Account Number(s): Fund 505-
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The contract with WebQA will provide GovQA software as a service to manage the City's public records request compliance. The software includes tracking, workflow management, automated reminders, standard and customizable communication templates, redaction and exemption log creation, and will interface with the City's document management system for retention.

WebQA uses Amazon Web Services and current industry-standard practices to ensure high availability failover mechanisms, and stores all customer information and other critical data on servers housed in one of the largest Tier III+ data centers in North America. In the event of a disaster, services would be automatically rerouted. Duplicate databases and identically duplicated web servers hosted by WebQA's cloud providers, would provide all services until its own hosted systems could be restored, providing immediate failover for customers, and cloud system and storage redundancy.

RECOMMENDATION: Authorize the Mayor to sign the contract with WebQA for GovQA Public Records Request Management Software as a Service.

WEBQA MASTER SERVICE(S) AGREEMENT

For GovQA FOIA Applications

THIS MASTER SERVICE(S) AGREEMENT (the "Agreement") between WEBQA, Inc. ("WEBQA") with its principal place of business at 900 S. Frontage Road, Suite 110 Woodridge, IL, 60517 and the Customer of Everett, a Customer with its principal place of business at 2930 Wetmore Avenue, Everett, WA 98201 ("Customer") is made effective as of October 1, 2016 ("Effective Date").

1. WEBQA DELIVERY OF SERVICE(S):

WEBQA grants Customer a non-exclusive, non-transferable, limited license to access and use WEBQA Service(s) on the Authorized Website(s) identified in the attached Schedule A in consideration of the fees and terms described in Schedule A. This Agreement will also govern all additional Schedules for Service(s).

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited license to use the Service(s) and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Service(s) and related documentation, all of which title and rights shall remain with WebQA. However, Customer will retain ownership of all its data in the system.

Customer agrees that (1) this license is limited to applications for its own use and may not lease or rent the Service(s) nor offer its use for others; (2) WebQA is not responsible for content placed into the Service(s); (3) that the Service(s) will not be used to capture confidential information of any kind such as social security numbers or individual financial data or other sensitive data; and, (4) that it will maintain the Authorized Website(s) identified in Schedule A, provide WEBQA with all information reasonably necessary to setup or establish the Service(s) on Customer's behalf, and allow a "Powered by GovQA" logo with a hyperlink to WebQA's website home page on the Authorized Website.

3. SERVICE(S) LEVELS:

WEBQA will use commercially reasonable efforts to backup and keep the Service(s) and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

THE SERVICE(S) ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICE(S) IS AT ITS OWN RISK. WEBQA DOES NOT WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR-FREE OR UNAFFECTED BY FORCE MAJEURE EVENTS.

4. WARRANTY AND LIABILITY:

WEBQA MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS OTHERWISE STATED HEREIN OF THE SERVICE(S) AND SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DATA LOSS AND BUSINESS INTERRUPTION, AND THE PARTIES AGREE THAT THE ONLY REMEDIES THAT SHALL BE AVAILABLE TO CUSTOMER UNDER THIS AGREEMENT SHALL BE THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. WEBQA'S LIABILITY UNDER ALL CIRCUMSTANCES INVOLVED HEREIN IS EXPRESSLY LIMITED TO THE AMOUNT RECEIVED BY WEBQA UNDER THIS AGREEMENT.

5. TERMINATION:

Customer may terminate this agreement upon sixty (60) days written notice to WEBQA for any reason other than breach, in which case payment shall be made for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by WEBQA in performing this Agreement prior to receipt of the termination notice.

Upon any termination, WEBQA will discontinue Service(s) under this agreement. WEBQA shall retain all Customer data for a minimum of ninety (90) days. Customer shall have ninety (90) days to request a copy of its data in its entirety* in a mutually agreed upon, commercially standard format. Provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

6. HOLD HARMLESS

A. WEBQA shall assume the risk of, be liable for, and pay all damage, loss, cost and expense of any party, including any of its employees, arising out of the performance of this Agreement, except that caused by negligence and/or willful misconduct solely of Customer and its employees acting within the scope of their employment or content created by the Customer including the infringement of any patent, copyright, trade secret, trademark, confidential information or other proprietary right of any third party. WEBQA shall hold harmless from and indemnify Customer against all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the performance of this Agreement or any act, error or omission of WEBQA, WEBQA's employees, agents or subcontractors, whether by negligence or otherwise.

B. With respect to WEBQA's obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the County, WEBQA further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by WEBQA's employees caused by or arising out of WEBQA's acts, errors or omissions in the performance of this Agreement. This waiver is mutually negotiated by the parties.

C. WEBQA's obligation shall include, but not be limited to investigating, adjusting, and defending all claims alleging loss from action, error or omission or breach of any common law, statutory or other delegated duty by WEBQA, WEBQA's employees, agents, or subcontractors.

7. ACCEPTABLE USE:

Customer represents and warrants that the Service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures. WEBQA may, upon misuse of the Service(s), request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

8. CONFIDENTIALITY:

Each party hereby agrees to maintain the confidentiality of the other party's confidential and proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Service(s) contain valuable trade secrets, which are the sole property of WebQA, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Service(s). WebQA will use reasonable efforts to insure that any

WEBQA MASTER SERVICE(S) AGREEMENT

For GovQA FOIA Applications

WebQA contractors maintain the confidentiality of proprietary materials and information.

9. INSURANCE:

WEBQA shall comply with the following conditions and procure and keep in force during the term of this Agreement, at its 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, WEBQA shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless WEBQA 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.

The above liability policies 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 WEBQA to furnish the required insurance during the term of this Agreement.

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.

Prior to WEBQA performing any part of this Agreement, WEBQA shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and 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. Receipt by the City of any certificate showing less coverage than required is not a waiver of WEBQA's obligations to fulfill the requirements.

WEBQA certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington which requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. WEBQA shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. WEBQA shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

In case of the breach of any provision of this section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of WEBQA, such types of insurance in the name of WEBQA, 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 WEBQA under this Agreement or may demand WEBQA to promptly reimburse the City for such cost.

10. INDEPENDENT CONTRACTOR:

It is further agreed by and between the parties that because this Agreement shall not constitute nor create an employer-employee relationship, and since WEBQA is an independent WEBQA, WEBQA shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other so called employer taxes and contributions, including, but not limited to, industrial insurance (Workmen's Compensation), and that WEBQA agrees to indemnify, defend and hold the City harmless from any claims, valid or otherwise, made to the City, because of these obligations.

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

WEBQA 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. WEBQA 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 WEBQA and as to all duties, activities and requirements* by WEBQA in performance of the Work and WEBQA 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.

11. CHANGES:

No changes or additions shall be made in this Agreement except as agreed to by both parties and reduce to writing and executed with the same formalities as are required for the execution of this agreement.

12. COMPLIANCE WITH LAWS:

WEBQA shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement.

13. SEVERABILITY:

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of the Agreement shall remain in full force and effect.

14. AUTHORITY:

Each signatory to the Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the Customer or WEBQA, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the Customer or WEBQA, as the case may be.

15. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Washington.

WEBQA MASTER SERVICE(S) AGREEMENT
For GovQA FOIA Applications

Upon request, WEBQA will provide a copy of the Customer's data in its entirety* in a mutually agreed upon, commercially standard format to the Customer for their records on an as needed basis. Per the agreed upon terms in the Optional Estimate Costs section, page 4.

* entirety – means:

1. all transactional data associated with those transactions
2. all documents associated with those transactions.

WEBQA may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

16. ACCEPTANCE:

Authorized representatives of Customer and WEBQA have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

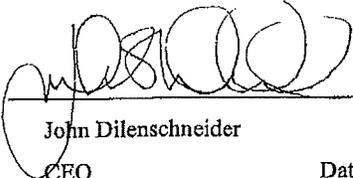
Customer: City of Everett, WA

Signature: _____

Print Name: Ray Stephanson

Title: Mayor Date: _____

WebQA Inc.

Signature:  _____

Print Name: John Dilenschneider

Title: CEO Date: 9/22/16

WEBQA MASTER SERVICE(S) AGREEMENT

For GovQA FOIA Applications

SCHEDULE A

A. Service(s) Descriptions:

Subscribed Services	
GovQA FOIA Service	FOIA Request Service platform that captures all requests received via letter, website, email, fax, or walk-in. Includes the ability to post completed FOIA requests to the web for searching via the FOIA Public Archive portal.
GovQA FOIA Public Portal	Web Portal to capture FOIA requests and provide requestors with updates and history of previous requests.
GovQA FOIA Public Archive	Provides the ability to post completed FOIA requests to the web for searching via the FOIA Public Archive portal.

B. WebQA Agrees To The Following Functionality Related to the Service(s):

- (a) One-time setup of Landing Page with Icons and Links to Customer Help areas
- (b) Branded labeling of Landing Page to the look and feel of Customer website (or iframe)
- (c) One-time setup and load of 25 Answers into knowledgebase
- (d) One-time setup of Citizen Portal with branded labeling to the look and feel of Customer website (or iframe)
- (e) One-time setup of two request types related to Freedom of Information Inquiries
- (f) Forms and Letter templates: Up to 10 custom letter templates
- (g) Future Branding to Customer Website is included once per billable term. Otherwise branding is billed at \$95/hr.
- (h) Special Implementation Action – Laserfiche Integration to allow customer to attach Laserfiche documents to a request in the GovQA platform

C. Customer Agrees To:

- (a) Hold an implementation joint kickoff meeting with WebQA within 15 days from contract signing.
- (b) Build and execute Project Plan to be fully implemented within 120 days of contract signing

D. Training and Ongoing Support Included in Implementation and Subscription Fees:

- (a) One Online Administrator training
- (b) Two Online training session for all users
- (c) Ongoing support through system videos and knowledgebase
- (d) Periodic webinars to train and update customers on new features
- (e) Additional hours of online end-user training, may be purchased at a future date at \$125/hr
- (f) Customer will log ALL ISSUES into WEBQA SUPPORT PORTAL at www.supportqa.com to receive technical support.

E. Fees:

Software Subscription Fees		
Software License(s)	Monthly Cost	Annual Cost
GovQA FOIA Services as Described in Section A – Customer with Police Department ~ Unlimited Users – City and Police Department WITH Purchase of Non-Emergency Reporting	\$795	\$9,540
Laserfiche Integration Maintenance – First Year **		\$7,500.00
Laserfiche – Year Two and Beyond		\$2,500.00
Total (Includes all Service(s) upgrades) First Year		\$17,040

Redaction License Fees			
Software License(s)	Quantity	Monthly Fee	Annual Cost
GovQA Redaction Licenses	4	\$0	\$600
Total			\$2400

One Time Implementation Costs	
GovQA FOIA Implementation Services WITH the Purchase of Non-Emergency Reporting as Described in Section B	\$2,900.00
Total	\$2,900.00

WEBQA MASTER SERVICE(S) AGREEMENT

For GovQA FOIA Applications

Optional Estimated Cost	
Export of Documents associated with all Transactions provided by Gov QA per request	\$1000.00
Export of Transactional Data provided by GovQA (monthly fee during contract term)	\$250.00
Export of Transactional Data provided by GovQA within 90 days (Termination of Contract)	\$2500.00

Customer is aware there might be an additional cost from their VAR

Data: Customer data is owned by customer. All document attachment storage is via an Amazon S3 standard storage account provisioned by WebQA. 500GB of storage is included in the fees set forth above, with every additional 100GB of storage being assessed a fee of \$20/month. Additionally, 500GB per month of document attachment retrieval is included. Every 500GB over the allotted 500GB of document retrievals per month will be assessed a \$25 fee per month.

F. Terms: **Billable Term Starting: October 1, 2016 Ending: September 30, 2021.** Upon the expiration of this initial Billable Term, the term will continue to auto-renew to subsequent annual Renewal Terms unless Customer notifies WEBQA in writing of its intention not to extend the term at least sixty (60) days prior to expiration of the then current term end date. Annual increases within original Billable Term will not exceed more than three percent. Renewal Terms will not increase by more than five percent.

G. Billing: All fees are exclusive of taxes, billed on an annual basis at time of contract signing, and due upon receipt of invoice. This secures site, servers and resources necessary to begin project. If payment is not received by start of the **Billable Term**, WebQA has the right to suspend all services. Furthermore, invoices accrue 1% per month past due and customer is responsible for all costs, including attorney fees, for the collections of invoices.

H. Remittance: All payments should be made directly to WebQA. WebQA mailing address for all payments is:
WebQA Accounts Receivable Department, 900 S. Frontage Road Suite 110, Woodridge, IL 60517

I. Contacts:

Organization Name: _____

Main Contact Name: _____ **Title:** _____

Address: _____ **Customer:** _____ **State:** _____ **Zip:** _____

Work Phone: _____ **Cell:** _____ **Email:** _____ **Fax:** _____

Billing Contact Name: _____ **Title:** _____

Address: _____ **Customer:** _____ **State:** _____ **Zip:** _____

Work Phone: _____ **Cell:** _____ **Email:** _____ **Fax:** _____

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

COUNCIL BILL # _____
 Originating Department Public Works
 Contact Person Dave Davis
 Phone Number 425-257-8913
 FOR AGENDA OF October 5, 2016

Initialed by:
 Department Head _____
 CAA _____
 Council President 

Location **Preceding Action** **Attachments** **Department(s) Approval**
 3200 Cedar Street 08/31/16 Briefing Item Amendment No.1 Public Works

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

DETAILED SUMMARY STATEMENT:

The original scope of work for the Professional Services Agreement with the DRL Group provided design services for a Master Plan for both the Public Works Department and the Transit Department along with cost estimates for the Service Center Redevelopment Project.

Amendment No.1 will provide schematic design 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.

A breakdown of the contract amount is as follows:

Original Contract Amount \$240,000
Amendment No.1 \$2,003,747
 Revised Contract Amount \$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

Date

Signature: 
Typed/Printed Name: Loni Cypenvath
Title: principal

8/19/16

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 January 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'

Amendment 1
(through April 30, 2017)

	Basic Fee %	Basic Services Fee	SD	DD
Base A&E Fee	6.111%	\$ 3,250,875	\$ 747,701	\$ 422,614
Additional Services per State of Washington Fee Guidelines				
Renderings and Models	Included			
Interior Design		\$ 240,000	\$ 31,200	\$ 55,200
FF&E Purchase Coordination		\$ 45,000	-	\$ 11,250
Environmental Graphics		\$ 17,500	\$ 4,025	\$ 2,275
Wayfinding		\$ 29,500	\$ 3,885	\$ 6,785
Educational Graphics		\$ 5,250	\$ 683	\$ 1,208
GCCM Coordination & Multiple Bid Packages		\$ 105,000	\$ 26,250	\$ 26,250
Weekly On-site CA Administration (Basic Services = Bi-monthly)		\$ 151,200	-	-
Demolition drawings and documentation of existing structures		\$ 30,000	\$ 22,500	\$ 7,500
Energy Life Cycle Cost Analysis		\$ 53,000	\$ 5,300	\$ 26,500
Daylighting Analysis		\$ 12,000	\$ 3,000	\$ 7,800
LEED Energy Model & Technical Credits		\$ 95,000	\$ 9,500	\$ 47,500
LEED Certification Documentation Process		\$ 135,000	\$ 13,500	\$ 40,500
City-Wide IT Data Center		\$ 150,000	\$ 34,500	\$ 19,500
Envelope Consultant	RDH	\$ 40,000	\$ 4,000	\$ 16,000
Shops Consultant	Pinnacle Consulting	\$ 112,940	\$ 25,976	\$ 14,682
Cost Estimating (30%, 60%, 90% reconciliation)	Roen Associates	\$ 100,880	\$ 25,220	\$ 35,308
Civil Engineering Consultant (on site & off site)	DEA	\$ 354,000	\$ 81,420	\$ 46,020
Traffic	DEA	\$ 15,300	\$ 1,530	\$ 9,180
Landscape	DEA	\$ 23,432	\$ 5,389	\$ 3,046
Subconsultant Markup	10%	\$ 64,655	\$ 14,871	\$ 8,405
Subtotal Additional Services		\$ 1,779,657	\$ 312,699	\$ 384,909
Design Fee Contingency	(5% held in reserve for Owner authorization)	\$ 251,527	\$ 57,851	\$ 32,698
DLR Group Reimbursable Costs, Design Printing, Mailing.		\$ 125,763	\$ 28,925.56	\$ 16,349.23
Note: Expenses to be included in the lump sum fee for design services				
Total Design Services		\$ 5,407,822	\$ 1,147,177	\$ 856,570
			Amendment 1	\$ 2,008,747

Total Design Services

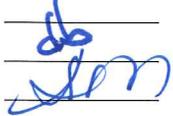
EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Request for Proposals
2016-071 for General
Contractor/Construction
Management Services for the
Service Center Redevelopment
Project

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

COUNCIL BILL # _____
Originating Department Public Works
Contact Person Dave Davis
Phone Number 425-257-8913
FOR AGENDA OF Oct. 5, 2016

Initialed by:
Department Head _____
CAA _____
Council President 

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Pacific Avenue & Cedar Street	Project Briefing August 31, 2016	Request For Proposals Advertisement	Public Works

Amount Budgeted	\$55,900,000	
Expenditure Required	\$55,900,000	Account Number(s):
Budget Remaining	\$55,900,000	Public Works – Fund 401
Additional Required	\$0	

DETAILED SUMMARY STATEMENT:

The Service Center Redevelopment Project meets the criteria established in RCW 39.10.340 for use of the General Contractor/Construction Manager (GC/CM) procedure. The Request for Proposals (RFP) will start the GC/CM selection process. The anticipated date for the final selection of the GC/CM is January 2, 2016.

The RFP will be advertised in the Everett Herald and the Daily Journal of Commerce.

A breakdown of the estimated GC/CM cost is as follows:

Maximum Allowable Construction Cost	\$47,000,000
Percent Fee and Specified General Conditions	\$ 3,700,000
<u>Sales Tax</u>	<u>\$ 4,700,000</u>
Total Contract Cost	\$55,400,000
<u>Preconstruction Services</u>	<u>\$ 500,000</u>
Total GC/CM Cost	\$55,900,000

RECOMMENDATION (Exact action requested of Council):

Authorize the advertisement of a Request for Proposals 2016-071 for General Contractor/Construction Management services for the Service Center Redevelopment Project.

City of Everett
Request for Proposals 2016-071
for

**General Contractor/Construction Management (GC/CM) Services for
Service Center Redevelopment Project**

Proposal Submittal Deadline by: (TBD) at 2:00 pm

The City of Everett is soliciting proposals from firms to provide General Contractor/Construction Management (GC/CM) services for the redevelopment of the City's Service Center site.

The alternate public works contracting procedure authorized in state law (RCW 39.10.210 and 39.10.340 through 39.10.410) will be utilized for this Project. Firms with previous general contracting and construction management experience or experience using a similar CM/GM or GMP format are encouraged to submit proposals.

The City will select a GC/CM for this Project using the three step selection process as described in the Request for Proposals (RFP). Upon selection, the contractor will provide construction management services during both a preconstruction period and during construction, and will act as the general contractor during construction.

The estimated Maximum Allowable Construction Cost (MACC) for the Project is \$47,000,000

Obtaining the RFP: Free-of-charge access to the Request for Proposal 2016-071 is provided by going to www.bxwa.com and clicking on "Posted Projects", "Public Works", and "City of Everett". This online plan room provides Proposers with fully usable online documents with the ability to: download, view or print. It is recommended that Proposers "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Proposers that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration.

Pre-Proposal Meeting: Those interested in finding out more about the Project, the GC/CM selection and contracting process in the State of Washington, and potentially responding to the RFP, are encouraged to attend a Pre-Proposal Meeting and site tour to be held at 3200 Cedar St, Everett, WA 98201 beginning at 10:00 AM (Pacific Time) on (TBD). Both contractors and subcontractors are encouraged to attend.

Questions: All questions regarding this RFP should be addressed in writing by email to Clark Langstraat, RFP Coordinator, at clangstraat@everettwa.gov.

Submission Deadline: All proposals must be received by the City Clerk at 2930 Wetmore Avenue, 1st Floor, Suite 1-A, Everett, WA 98201 no later than (TBD) at 2:00 pm (Pacific Time). Proposals received after the deadline or at any other location will not be considered. The City is not responsible for misdirected mail or failure of a delivery service to deliver the proposal by the deadline. See the RFP for more details on submission of proposals.

The City reserves the right to reject all proposals or parts of proposals as may be in the best interest of the City, and to waive immaterial irregularities in proposals submitted.

Publication date(s): To be determined

- Seattle Daily Journal of Commerce
- Everett Herald

4. **Security Interest.** To secure payment, the Customer grants Cummins Inc a purchase money security interest in the Equipment; risk of loss of the Equipment shall transfer to Customer upon delivery of the Equipment. If any portion of the balance due is to be paid following delivery of the Equipment, Customer agrees to execute and deliver to Cummins Inc such security agreements, financing statements including but not limited to a UCC-1 Form, deed of trust, and such other documents as Cummins Inc may request from time to time in order to permit Cummins Inc to obtain and maintain a perfected security interest in the Equipment on terms and conditions acceptable to Cummins Inc; in the alternative, Customer grants to Cummins Inc a power of attorney to execute and file on Customer's behalf all financing statements and other documents necessary to perfect this security interest. At its election, Cummins Inc may file for recordation this Sales Order or a resulting invoice, bearing Customer's signature, or a photocopy of this Sales Order, in lieu of a UCC-1 Form; provided, however, that such filing by Cummins Inc shall not constitute an admission by Cummins Inc of the applicability or nonapplicability of the Uniform Commercial Code, or any statutory enactment thereof, to the purchase by the Customer, nor shall the failure to file this form, or the UCC-1 Form, in any way affect, alter or invalidate any term, provision, obligation or liability under this Sales Order. This security interest shall be superseded if Customer and Cummins Inc enter into a separate security agreement covering the Equipment.

5. **Condition of Equipment and Exclusive Limited Warranty; Limitation of Liability.** Customer acknowledges and agrees by signing this Sales Order, or by accepting delivery of the Equipment and a copy of this Sales Order, that the Customer has fully inspected the Equipment, and has received the Equipment from Cummins Inc in a satisfactory, safe and serviceable condition. CUSTOMER PURCHASES THE EQUIPMENT "AS IS" FROM CUMMINS INC AND CUMMINS INC MAKES NO REPRESENTATION OR WARRANTY AS TO THE FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR USE OR PURPOSE, AS TO THE CONDITION, QUALITY OR MERCHANTABILITY OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EXCEPT THAT THE EQUIPMENT SHALL BE FREE FROM DEFECTS AND WORKMANSHIP AND MATERIAL UNDER NORMAL USE AND SERVICE AND EXCEPT AS PROVIDED IN WARRANTY MATERIALS ALREADY DELIVERED TO THE CUSTOMER, WHICH ARE DESCRIBED ON THE REVERSE SIDE OF THIS SALES ORDER AND THE RECEIPT OF WHICH CUSTOMER ACKNOWLEDGES BY SIGNING THIS SALES ORDER, OR BY ACCEPTING DELIVERY OF THE EQUIPMENT AND A COPY OF THIS SALES ORDER. THE SOLE RESPONSIBILITY AND LIABILITY OF Cummins Inc UNDER THIS SALES ORDER IS TO REPAIR OR REPLACE THE EQUIPMENT, IN THE MANNER DESCRIBED IN SUCH WARRANTY MATERIALS. IN NO EVENT SHALL Cummins Inc BE LIABLE UNDER ANY EXPRESS OR IMPLIED WARRANTY OR FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE EQUIPMENT, LIABILITY FOR PERSONAL INJURY, OR PROPERTY DAMAGE, AND REGARDLESS OF WHETHER THE ALLEGED LIABILITY IS BASED IN CONTRACT OR ANY OTHER LEGAL THEORY, THAT IN ANY WAY ARISE OUT OF OR RELATE TO CUSTOMER'S PURCHASE OF EQUIPMENT UNDER THIS AGREEMENT. IN NO EVENT, REGARDLESS OF THE FORM OF CLAIM OR CAUSE OF ACTION, SHALL Cummins Inc'S LIABILITY TO CUSTOMER AND/OR CUSTOMER'S CUSTOMERS EXCEED THE PRICE PAID BY CUSTOMER FOR THE SPECIFIC PRODUCTS PROVIDED BY Cummins Inc GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

6. **Loss or Destruction of Equipment; Customer Insurance.** Customer shall bear the risk of loss of, damage to, or destruction of the Equipment from the date of its delivery to the Customer through the date of full payment of the balance due. If for any reason the Equipment is lost, stolen, destroyed or damaged beyond repair prior to full payment of the balance due, the Customer shall immediately notify Cummins Inc. The total or partial loss of the Equipment by the Customer shall not release or relieve the Customer from its obligations and liabilities under this Sales Order. The Customer shall maintain in full force and effect until the full payment of the balance due insurance covering the Equipment of such type and in such amounts as Cummins Inc may require; written evidence satisfactory to Cummins Inc that such insurance is in full force and effect shall be provided to Cummins Inc upon its request at any time prior to full payment of the balance due. NOTWITHSTANDING ANY OTHER PROVISION OF THIS SALES ORDER OR OF ANY OTHER WRITING, Cummins Inc WAIVES NO RIGHT OF SUBROGATION WHICH MIGHT IN ANY WAY APPLY TO THE EQUIPMENT, TO ITS LOSS OR DESTRUCTION, TO BODILY OR PERSONAL INJURY TO, OR DEATH OF, ANY PERSON, OR TO THE LOSS OF OR DAMAGE TO ANY PROPERTY OF THE CUSTOMER OR ANY THIRD PARTY.

7. **Location of Equipment.** The Equipment shall remain personal property until permanently affixed to and made a part of real property of Customer; if the Equipment is so permanently affixed prior to full payment of the balance due, the Customer shall provide notice to Cummins Inc within [three (3)] days. Prior to full payment of the balance due, the Equipment will be kept by the Customer at the location(s) specified in this Sales Order, and will not be moved from such location (s) without the prior notice to Cummins Inc; and Cummins Inc shall have the right to inspect the Equipment at all reasonable times.

8. **Default; Remedies.** Customer shall be in breach and default under this Sales Order if (a) any payment or any other amount due under this Sales Order to Cummins Inc is not paid promptly when due; (b) the Customer fails to comply or perform, or makes any misrepresentation relating to, any of the Customer's obligations or covenants under this Sales Order; or (c) prior to full payment of the balance due, the Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise, to anyone other than Cummins Inc. Upon the occurrence of any event of Customer's default as set forth in the preceding paragraph, Cummins Inc, at its sole option and without notice to the Customer, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Sales Order immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by the Customer of any and all provisions of this Sales Order, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins Inc's branch specified on the face of this Sales Order; (d) to exercise one or more of the rights and remedies available to a secured party under the Uniform Commercial Code, whether or not this Sales Order is subject thereto; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins Inc shall not be a waiver as to any other or subsequent default.

9. **Notices.** All notices to be provided, or instruments required or permitted to be served upon, or sent to, either of the parties shall be in writing, and shall be deemed served or sent: (a) when personally delivered to the other party, (b) when sent by facsimile with receipt acknowledged, (c) one business day after being deposited with any nationally recognized overnight carrier which routinely issues receipts, addressed to the party at the address stated above, or (d) three (3) business days after being placed in the United States mails by certified mail, return receipt requested, postage prepaid, addressed to the party at the address stated above. Each of the parties may modify its notice address by communication sent to the other party in the manner described above.

10. **Reciprocal Indemnification.**

A. **Cummins Inc indemnification.** Subject to the limitations of paragraph 5, Cummins Inc specifically and expressly agrees to indemnify, defend and hold harmless, in whole or in part, the Customer, its agents and affiliates against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, brought or made against or incurred by the Customer or any of its agents or affiliates resulting from, arising out of or in any way connected with the (i) willful act or omission or (ii) negligent act or omission of Cummins Inc or its employees, agents or affiliates, in performance, or nonperformance, of its obligations under this Sales Order. Subject to the limitations of paragraph 5, this indemnity obligation shall include, but not be limited to, the following:

- a. Loss of or damage to any property of the Customer, or any third party; and
- b. Bodily or personal injury to, or death of, any person, including without limitation employees of the Customer or of Cummins Inc.

B. **Customer indemnification.** The Customer specifically and expressly agrees to indemnify, defend and hold harmless, in whole or in part, Cummins Inc, its agents and affiliates against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, brought or made against or incurred by Cummins Inc or any of its agents or affiliates resulting from, arising out of or in any way connected with the (i) willful act or omission or (ii) negligent act or omission of the Customer or its employees, agents or affiliates, in performance, or nonperformance, of its obligations under this Sales Order. This indemnity obligation shall include, but not be limited to, the following:

- a. Loss of or damage to any property of the Customer, or any third party; and
- b. Bodily or personal injury to, or death of, any person, including without limitation employees of the Customer or of Cummins Inc.

11. **Delivery; Delay in Delivery; Inspection and Acceptance.** F.O.B. Factory, freight allowed to first destination. Any delivery, shipping, installation or performance dates indicated on the reverse side are estimated, and, although Cummins Inc shall use best efforts to meet such dates, Cummins Inc shall not be liable for any delay in delivery, shipping, installation, or performance, however occasioned. Cummins Inc may deliver the Equipment in installments as the Equipment becomes

available. Delivery of the Equipment to the Customer shall take place when physical possession of the Equipment is given to Customer or to a carrier, or when Cummins Inc receives directions from Customer to place the Equipment in storage, whichever first occurs. The securing of the Equipment on board a carrier shall be deemed to occur subsequent to delivery. If the Equipment is to be shipped, Cummins Inc is authorized to execute in Customer's name any carrier's standard bill of lading for the Equipment. Without being required to do so, Cummins Inc may, on behalf of Customer, advance the costs of shipping or insurance for the Equipment. To the extent not separately included in calculating the balance due under this Sales Order, Customer agrees to immediately reimburse Cummins Inc on demand for such costs. Customer agrees to inspect each item of Equipment, at its sole expense, promptly following receipt and will be deemed to have accepted the item unless it notifies Cummins Inc, within 10 days following receipt, of any claimed discrepancy between the item as described on the reverse side and the item as received by Customer. Any claim for shortages, delays or damages occurring after Cummins Inc has delivered the Equipment to a carrier shall be made directly to the carrier, and Cummins Inc shall have no liability with respect to such shortages, delays or damages.



Sales Order
Cummins Inc

CNW Project No.: 44956
Sales Order No.: 121796
Date: 9/16/2016

811 SW Grady Way, Renton, WA 98055 • 425-235-3400 • 800-274-0336 • Fax: 425-254-8964
4711 N. Basin Ave., Portland, OR 97217 • 503-289-0900 • 800-283-0336 • Fax: 503-286-5938

Sold To: City of Everett, Accounting Division David Mailloux PO Box 12130 Everett, WA 98206-2130	Ship To: City of Everett 225 A ATS Trevor Kyllingmark (Buyer) 3200 Cedar Street Util Warehouse Building 3 Everett, WA 98201
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Customer Contact: David Mailloux	Telephone: 425-257-8800	Fax: Dmailloux@everettwa.gov	CNW Sales Rep.: Dan Lanske
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CNW Customer Acct. No.: 301090	Credit Approval No.: TBD	Ship Via: Best Way	Est. Del. Date: 10/15/16	F.O.B.: F.O.B. Factory, freight prepaid and allowed to first destination
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Qty.	Description	Price
1	OTEC 225A, 3 Pole, 480V, NEMA 3R ATS. 24VDC Control	3,200.00
1	Delivery to Site (Offload by Others)	
	Tax at .092 \$294.40 for Actual Total of \$3,494.40	

Application/Use: Stationary Standby/Emergency	Subtotal \$	3,200.00
Project Reference: City of Everett 225 A ATS Quotation No.: 364500000147554	Freight/Handling \$	0.00
Location of Equipment: Everett, WA	Less Trade-In/Core Allowance \$	0.00
Payment Terms: Prepayment__ COD__ Net 30 O.A.C. <u>X</u> Other__	Net Purchase Price \$	3,200.00
Maintenance Agreement Included?: Yes__ No <u>X</u>	Plus Applicable Sales Tax \$	XXXXXXXXXX
Taxable? Yes <u>X</u> No__ Resale Certificate #:		
Warranty Literature Delivered (Itemize): 1 Yr Comp G009 (ATS)		

1. Sale of Equipment; Agreement to Terms of this Sales Order. Cummins Inc hereby sells to the Customer, and Customer hereby purchases from Cummins Inc, subject to the terms and provisions of this Sales Order (including the 'Order Revision Fee; Cancellation Charges' provided under 'Miscellaneous Provisions'), the equipment or other personal or real property as described above, together with all accessories, replacement parts, repairs, attachments and additions incorporated in or affixed to the property (the "Equipment"). Customer acknowledges and agrees by accepting delivery of the Equipment and a copy of this Sales Order that the Equipment purchased under this Sales Order is of the size, design, capacity and manufacture selected by the Customer, and that the Customer has relied solely on its own judgement in selecting the Equipment.

2. Terms of Payment. Unless the Customer has an approved open account with Cummins Inc, terms are prepayment (if the "Prepayment" box is checked above) or C.O.D. (if the "C.O.D." box is checked above or if no box is checked). If the customer has an approved open account with Cummins Inc and the "Net 30" box is checked above, the Customer shall make such payment within 30 days of the date of invoice; provided, however, that if this purchase would cause the account balance to exceed the Customer's approved credit limit, the customer must prepay the excess or obtain "over credit limit" approval from the Credit Department. Customer and Cummins Inc may agree to a retention amount, which amount shall be stated on the face of this sales order and shall not exceed 5% of the total sales price listed on the face of this sales order. The Customer shall pay the retention amount in full within 30 days after the date of initial power startup of Cummins Inc-provided equipment Special approved payment terms for this Sales Order, which supersede the foregoing if the "Other (see below)" box is checked above: _____ If the balance due is not paid according to these terms, Customer agrees to Pay Cummins Inc, without limitation, (a) as liquidated damages for late payment, 1-1/2% per month on all past due invoices, which amount is equal to 18% per annum, and (b) Cummins Inc's reasonable collection costs, including but not limited to costs described below in paragraph 14(C).

3. Additional Terms and Conditions. Customer acknowledges and agrees by signing this Sales Order, or by accepting delivery of the Equipment and a copy of this Sales Order, that Customer has read all terms and conditions appearing on the face and reverse side of this form, and that Customer is bound by all such terms and conditions, including but not limited to the EXCLUSIVE WARRANTY and LIMITATION OF LIABILITY provisions, all of which the Customer has read and understands and agrees to. The terms and conditions on the front and reverse sides of this Sales Order, together with any agreements entered into pursuant to paragraph 5, constitute the entire agreement of Cummins Inc and Customer with respect to the Equipment. The Customer acknowledges that all of such terms and conditions, including but not limited to EXCLUSIVE WARRANTY and LIMITATION OF LIABILITY provisions were freely negotiated and bargained for with Cummins Inc and that the Customer has agreed to purchase the Equipment subject to these terms and conditions. Cummins Inc'S ACCEPTANCE OF THIS SALES ORDER IS EXPRESSLY CONDITIONED ON CUSTOMER'S ASSENT TO ALL OF SUCH TERMS AND CONDITIONS.

Accepted Cummins Inc - Seattle, WA Sales Representative: <u>David Leube</u> Date: <u>September 16, 2016</u> Officer/Sales or Branch Manager: _____ Date: _____	Customer Company: <u>City of Everett, Accounting Division</u> Buyer (Please Print): _____ Signature: _____ Date: _____ P.O.Number (send original): <u>30102</u>
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This sales order including, but not limited to all terms and conditions on the following pages, shall not be binding on Cummins Inc unless executed by the president, a vice president or a sales manager of Cummins Inc, or by the manager of the branch listed above, in addition to the sales representative.

4. Security Interest. To secure payment, the Customer grants Cummins Inc a purchase money security interest in the Equipment; risk of loss of the Equipment shall transfer to Customer upon delivery of the Equipment. If any portion of the balance due is to be paid following delivery of the Equipment, Customer agrees to execute and deliver to Cummins Inc such security agreements, financing statements including but not limited to a UCC-1 Form, deed of trust, and such other documents as Cummins Inc may request from time to time in order to permit Cummins Inc to obtain and maintain a perfected security interest in the Equipment on terms and conditions acceptable to Cummins Inc; in the alternative, Customer grants to Cummins Inc a power of attorney to execute and file on Customer's behalf all financing statements and other documents necessary to perfect this security interest. At its election, Cummins Inc may file for recordation this Sales Order or a resulting invoice, bearing Customer's signature, or a photocopy of this Sales Order, in lieu of a UCC-1 Form; provided, however, that such filing by Cummins Inc shall not constitute an admission by Cummins Inc of the applicability or nonapplicability of the Uniform Commercial Code, or any statutory enactment thereof, to the purchase by the Customer, nor shall the failure to file this form, or the UCC-1 Form, in any way affect, alter or invalidate any term, provision, obligation or liability under this Sales Order. This security interest shall be superseded if Customer and Cummins Inc enter into a separate security agreement covering the Equipment.

5. Condition of Equipment and Exclusive Limited Warranty; Limitation of Liability. Customer acknowledges and agrees by signing this Sales Order, or by accepting delivery of the Equipment and a copy of this Sales Order, that the Customer has fully inspected the Equipment, and has received the Equipment from Cummins Inc in a satisfactory, safe and serviceable condition. CUSTOMER PURCHASES THE EQUIPMENT "AS IS" FROM CUMMINS INC AND CUMMINS INC MAKES NO REPRESENTATION OR WARRANTY AS TO THE FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR USE OR PURPOSE, AS TO THE CONDITION, QUALITY OR MERCHANTABILITY OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EXCEPT THAT THE EQUIPMENT SHALL BE FREE FROM DEFECTS AND WORKMANSHIP AND MATERIAL UNDER NORMAL USE AND SERVICE AND EXCEPT AS PROVIDED IN WARRANTY MATERIALS ALREADY DELIVERED TO THE CUSTOMER, WHICH ARE DESCRIBED ON THE REVERSE SIDE OF THIS SALES ORDER AND THE RECEIPT OF WHICH CUSTOMER ACKNOWLEDGES BY SIGNING THIS SALES ORDER, OR BY ACCEPTING DELIVERY OF THE EQUIPMENT AND A COPY OF THIS SALES ORDER. THE SOLE RESPONSIBILITY AND LIABILITY OF Cummins Inc UNDER THIS SALES ORDER IS TO REPAIR OR REPLACE THE EQUIPMENT, IN THE MANNER DESCRIBED IN SUCH WARRANTY MATERIALS. IN NO EVENT SHALL Cummins Inc BE LIABLE UNDER ANY EXPRESS OR IMPLIED WARRANTY OR FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE EQUIPMENT, LIABILITY FOR PERSONAL INJURY, OR PROPERTY DAMAGE, AND REGARDLESS OF WHETHER THE ALLEGED LIABILITY IS BASED IN CONTRACT OR ANY OTHER LEGAL THEORY, THAT IN ANY WAY ARISE OUT OF OR RELATE TO CUSTOMER'S PURCHASE OF EQUIPMENT UNDER THIS AGREEMENT. IN NO EVENT, REGARDLESS OF THE FORM OF CLAIM OR CAUSE OF ACTION, SHALL Cummins Inc'S LIABILITY TO CUSTOMER AND/OR CUSTOMER'S CUSTOMERS EXCEED THE PRICE PAID BY CUSTOMER FOR THE SPECIFIC PRODUCTS PROVIDED BY Cummins Inc GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

6. Loss or Destruction of Equipment; Customer Insurance. Customer shall bear the risk of loss of, damage to, or destruction of the Equipment from the date of its delivery to the Customer through the date of full payment of the balance due. If for any reason the Equipment is lost, stolen, destroyed or damaged beyond repair prior to full payment of the balance due, the Customer shall immediately notify Cummins Inc. The total or partial loss of the Equipment by the Customer shall not release or relieve the Customer from its obligations and liabilities under this Sales Order. The Customer shall maintain in full force and effect until the full payment of the balance due insurance covering the Equipment of such type and in such amounts as Cummins Inc may require; written evidence satisfactory to Cummins Inc that such insurance is in full force and effect shall be provided to Cummins Inc upon its request at any time prior to full payment of the balance due. NOTWITHSTANDING ANY OTHER PROVISION OF THIS SALES ORDER OR OF ANY OTHER WRITING, Cummins Inc WAIVES NO RIGHT OF SUBROGATION WHICH MIGHT IN ANY WAY APPLY TO THE EQUIPMENT, TO ITS LOSS OR DESTRUCTION, TO BODILY OR PERSONAL INJURY TO, OR DEATH OF, ANY PERSON, OR TO THE LOSS OF OR DAMAGE TO ANY PROPERTY OF THE CUSTOMER OR ANY THIRD PARTY.

7. Location of Equipment. The Equipment shall remain personal property until permanently affixed to and made a part of real property of Customer; if the Equipment is so permanently affixed prior to full payment of the balance due, the Customer shall provide notice to Cummins Inc within [three (3)] days. Prior to full payment of the balance due, the Equipment will be kept by the Customer at the location(s) specified in this Sales Order, and will not be moved from such location (s) without the prior notice to Cummins Inc; and Cummins Inc shall have the right to inspect the Equipment at all reasonable times.

8. Default; Remedies. Customer shall be in breach and default under this Sales Order if (a) any payment or any other amount due under this Sales Order to Cummins Inc is not paid promptly when due; (b) the Customer fails to comply or perform, or makes any misrepresentation relating to, any of the Customer's obligations or covenants under this Sales Order; or (c) prior to full payment of the balance due, the Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise, to anyone other than Cummins Inc. Upon the occurrence of any event of Customer's default as set forth in the preceding paragraph, Cummins Inc, at its sole option and without notice to the Customer, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Sales Order immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by the Customer of any and all provisions of this Sales Order, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins Inc's branch specified on the face of this Sales Order; (d) to exercise one or more of the rights and remedies available to a secured party under the Uniform Commercial Code, whether or not this Sales Order is subject thereto; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins Inc shall not be a waiver as to any other or subsequent default.

9. Notices. All notices to be provided, or instruments required or permitted to be served upon, or sent to, either of the parties shall be in writing, and shall be deemed served or sent: (a) when personally delivered to the other party, (b) when sent by facsimile with receipt acknowledged, (c) one business day after being deposited with any nationally recognized overnight carrier which routinely issues receipts, addressed to the party at the address stated above, or (d) three (3) business days after being placed in the United States mails by certified mail, return receipt requested, postage prepaid, addressed to the party at the address stated above. Each of the parties may modify its notice address by communication sent to the other party in the manner described above.

10. Reciprocal Indemnification.

A. Cummins Inc indemnification. Subject to the limitations of paragraph 5, Cummins Inc specifically and expressly agrees to indemnify, defend and hold harmless, in whole or in part, the Customer, its agents and affiliates against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, brought or made against or incurred by the Customer or any of its agents or affiliates resulting from, arising out of or in any way connected with the (i) willful act or omission or (ii) negligent act or omission of Cummins Inc or its employees, agents or affiliates, in performance, or nonperformance, of its obligations under this Sales Order. Subject to the limitations of paragraph 5, this indemnity obligation shall include, but not be limited to, the following:

- a. Loss of or damage to any property of the Customer, or any third party; and
- b. Bodily or personal injury to, or death of, any person, including without limitation employees of the Customer or of Cummins Inc.

B. Customer indemnification. The Customer specifically and expressly agrees to indemnify, defend and hold harmless, in whole or in part, Cummins Inc, its agents and affiliates against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, brought or made against or incurred by Cummins Inc or any of its agents or affiliates resulting from, arising out of or in any way connected with the (i) willful act or omission or (ii) negligent act or omission of the Customer or its employees, agents or affiliates, in performance, or nonperformance, of its obligations under this Sales Order. This indemnity obligation shall include, but not be limited to, the following:

- a. Loss of or damage to any property of the Customer, or any third party; and
- b. Bodily or personal injury to, or death of, any person, including without limitation employees of the Customer or of Cummins Inc.

11. Delivery; Delay in Delivery; Inspection and Acceptance. F.O.B. Factory, freight allowed to first destination. Any delivery, shipping, installation or performance dates indicated on the reverse side are estimated, and, although Cummins Inc shall use best efforts to meet such dates, Cummins Inc shall not be liable for any delay in delivery, shipping, installation, or performance, however occasioned. Cummins Inc may deliver the Equipment in installments as the Equipment becomes

available. Delivery of the Equipment to the Customer shall take place when physical possession of the Equipment is given to Customer or to a carrier, or when Cummins Inc receives directions from Customer to place the Equipment in storage, whichever first occurs. The securing of the Equipment on board a carrier shall be deemed to occur subsequent to delivery. If the Equipment is to be shipped, Cummins Inc is authorized to execute in Customer's name any carrier's standard bill of lading for the Equipment. Without being required to do so, Cummins Inc may, on behalf of Customer, advance the costs of shipping or insurance for the Equipment. To the extent not separately included in calculating the balance due under this Sales Order, Customer agrees to immediately reimburse Cummins Inc on demand for such costs. Customer agrees to inspect each item of Equipment, at its sole expense, promptly following receipt and will be deemed to have accepted the item unless it notifies Cummins Inc, within 10 days following receipt, of any claimed discrepancy between the item as described on the reverse side and the item as received by Customer. Any claim for shortages, delays or damages occurring after Cummins Inc has delivered the Equipment to a carrier shall be made directly to the carrier, and Cummins Inc shall have no liability with respect to such shortages, delays or damages.

12. Customer's Responsibility. The Customer represents that it is fully familiar with the Equipment subject to this Sales Order and understands the operating instructions for the Equipment and agrees to perform routine maintenance services. Until full payment of the balance due, Customer shall care for the Equipment properly, at Customer's sole expense, maintaining the Equipment in good operating condition, repair and appearance; the Customer shall use the Equipment safely, within its rated capacity only, and only for the purposes for which it was designed; the Customer is aware of the limitations of the Equipment and shall not exceed them; and the Customer shall not alter or modify the Equipment. Except to the extent provided in the express warranties under paragraph 5, Customer agrees that, even though it may receive technical information, drawings or advice from Cummins Inc, the Customer will have sole responsibility (a) for the Equipment's suitability for Customer's intended use and (b) where the Equipment is to be used as part of a power, propulsion or other system, for the installation of the Equipment, the design and performance of such system, and the adequacy of such system for the particular needs of Customer. THE PROVISIONS OF THIS SALES ORDER, INCLUDING LIMITATIONS OF WARRANTIES, REMEDIES AND DISCLAIMERS, SHALL APPLY EQUALLY TO ALL SUCH TECHNICAL INFORMATION, DRAWINGS OR ADVICE.

13. No Assignment of Rights and Obligations under This Sales Order. This Sales Order and the rights, obligations, covenants and agreements contained in this Sales Order, shall inure to the benefit of and be binding upon the parties to this Sales Order and their respective successors and assigns. The Customer shall not assign, by operation of law or otherwise, this Sales Order or any rights under this Sales Order without first obtaining the prior written consent of Cummins Inc, which consent may not be unreasonably withheld; any attempt to assign by Customer without Cummins Inc's prior written consent shall be void and of no effect. Cummins Inc may assign this Sales Order and all rights under this Sales Order, but the Customer will not be obligated to any assignee of Cummins Inc, except after receipt of written notice of such assignment by Cummins Inc. CUSTOMER HEREBY WAIVES, RELINQUISHES AND DISCLAIMS AS TO ANY ASSIGNEE OF Cummins Inc ALL CLAIMS, RIGHTS OF SET-OFF AND DEFENSES WHICH CUSTOMER MAY HAVE AGAINST Cummins Inc, INCLUDING THE RIGHT TO WITHHOLD PAYMENT OF ANY MONIES WHICH MAY BECOME DUE UNDER THIS SALES ORDER. CUSTOMER FURTHER AGREES THAT Cummins Inc MAY, WITHOUT NOTICE TO OR CONSENT OF CUSTOMER, SELL OR GRANT A SECURITY INTEREST IN THE EQUIPMENT AND ITS RIGHTS TO PAYMENT OF THE BALANCE DUE, AND IN SUCH EVENT, CUSTOMER'S RIGHTS IN AND TO THE EQUIPMENT SHALL BE SUBJECT AND SUBORDINATE TO THE INTERESTS AND RIGHTS, INCLUDING THE RIGHT OF POSSESSION, OF ANY SUCH PURCHASER OR HOLDER OF A SECURITY INTEREST IN THE EQUIPMENT.

14. Miscellaneous Provisions.

A. The Customer and Cummins Inc, subject to the requirement that this Sales Order be executed by the president, a vice president, a sales manager or a branch manager of Cummins Inc, warrant and represent that they have the full power and corporate authority to execute this Sales Order. A written list of all officers, sales and branch managers of Cummins Inc is available upon request.

B. Changes after an order has been placed with the manufacturer will be subject to an order revision fee equal to five percent (5%) of the original stated purchase price. If Customer cancels all or a portion of this Sales Order after release to Cummins Inc, a cancellation charge of not less than fifteen percent (15%) of the cancelled portion of this order must be paid in addition to actual, non-recoverable costs incurred by Cummins Inc.

C. In the event either party to this Sales Order commences legal action in connection with the provisions of this Sales Order, including any action to obtain damages from an alleged breach of a provision of this Sales Order, any such action shall, at the election of Cummins Inc, be commenced in a court of competent jurisdiction in, and venue for any such legal action shall continue to be King County, Washington, Multnomah County, Oregon, or the county where the branch listed on the reverse side is located; and the prevailing party shall be entitled to recover, in addition to amounts otherwise recovered, its reasonable costs incurred in connection with that legal action, including but not limited to reasonable attorneys' fees.

D. The covenants, agreements, indemnities and warranties made by the parties under this Sales Order shall survive its termination.

E. In addition to other covenants above, each party agrees to indemnify, hold harmless and defend the other party with respect to any suit, claim or demand alleging infringement of any patent or copyright, or misappropriation of any confidential information or trade secrets, in connection with the Equipment sold under this Sales Order. Each party agrees to keep confidential and not to disclose to other persons, or to use in any way, confidential business or technical information which the party may receive in connection with this Sales Order.

F. The parties acknowledge that Cummins Inc is not a contractor within the meaning of any federal, state or local law or regulation, that it therefore has not posted a bond and will post no bond, and that it has no duties or obligations of a contractor or subcontractor with respect to the Equipment, Cummins Inc's duties and obligations being limited to those described in this Sales Order.

G. Any previous oral or written agreements relating to the subject matter of this Sales Order are hereby superseded, the parties expressly agreeing that the terms and provisions of this Sales Order shall constitute the full and complete agreement between Cummins Inc and the Customer. All terms and conditions of any other purchase order, sales order or other writing, of Cummins Inc or of Customer, unless specifically described above and attached to this Sales Order, which are inconsistent with or different from the terms and conditions of this Sales Order shall be null and void. If any term or provision of this Sales Order shall be held to be invalid or unenforceable, the remaining terms and provisions of this Sales Order shall be valid and enforceable to the fullest extent permitted by law.

H. Cummins Inc shall not be liable for its inability to perform any or all of its obligations under this Sales Order due to any cause beyond Cummins Inc's control, including but not limited to acts of God, acts or omissions of the Customer, acts of civil or military authorities, fire, weather, strikes or other labor disturbances, civil commotion, war, late delivery by Cummins Inc's suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. If any such cause results in a delay in performance by Cummins Inc, the date of performance shall be extended for a period equal to the time lost by reason of such delay, and such extension shall be Customer's exclusive remedy.

I. This Sales Order and its interpretation shall be governed by the laws of the State of Washington.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Washington State STOP
Violence Against Women
Formula Grant Application
with Washington State
Department of Commerce for
FFY 2016 Funds

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

COUNCIL BILL # _____
Originating Dept. Police
Contact Person Jim Lever
Phone Number 425-257-8418
FOR AGENDA OF October 5, 2016

Initialed by:
Department Head _____
CAA _____
Council President jm

Location Preceding Action Attachments Department(s) Approval
Grant Application Legal, Police

Amount Budgeted	\$	Account Number:
Expenditure Required	\$32,170	Account Number: 031-592-0000-520
Budget Remaining	-0-	
Additional Required	\$32,170	

DETAILED SUMMARY STATEMENT:

The Police Department has been approved to apply for funding via the Federal Fiscal Year (FFY) 2016 Washington State STOP Formula Grant. The FFY 2016 application with the Washington State Department of Commerce relates to use of grant program funding to improve the criminal justice and community response to violence against women in Snohomish County. The \$32,170 in grant funds will be used for advanced county-wide law enforcement training. The grant program period is January 1, 2017 through December 31, 2017.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign all necessary documents with Washington State Department of Commerce regarding application, utilization and acceptance of the FFY 2016 Washington State STOP Violence Against Women Formula Grant in the amount of \$32,170.



Washington State STOP Formula Grant Program administered by the Office of Crime Victims Advocacy, Washington State Department of Commerce

WA State STOP Formula Grant Application for FFY 2016 Funds

Grant Period: January 1, 2017 - December 31, 2017

Incomplete applications may cause a delay in receiving a grant.

Application Due:
on or before
Monday; October 17, 2016

Completed applications received in OCVA no later than October 17, 2016, will be issued a grant with a start date of January 1, 2017 and an end date of December 31, 2017. Applications will be reviewed as received and grants will be developed after approval of all required components of the application. No applications will be accepted after October 17, 2016 without prior written approval from Pearl Gipson-Collier, Section Manager, Violence Against Women Program, OCVA. Applications submitted after October 17, could have a grant start date later than January 1, 2017.

Planning Meeting

In the past, communities were required to schedule a public meeting every other year to discuss and decide on what services to support with their STOP Grant allocations. This community planning meeting can now be done during one of your regular CCR meetings. As such, there will be no requirement to schedule a separate public meeting. However, the CCR meeting in which you discuss the STOP Grant allocations must be open to general public participation. Communities may choose to continue to schedule a special planning meeting instead of using their CCR meeting time, but this will not be an expectation.

If you have received this application, and were not involved in the previous planning process for the STOP Grant in your county, please refer to the Violence Against Women STOP Grant Program Contact list if you are interested in participating in the planning meeting for your county.

OCVA Violence Against Women Contact Information

For assistance with this application, please feel free to contact:

Program Staff

Anita Granbois
Anita.Granbois@commerce.wa.gov

Ashley Wancha
Ashley.Wancha@commerce.wa.gov

Cheryl Rasch
Cheryl.Rasch@commerce.wa.gov

Jodi Honeysett
Jodine.Honeysett@commerce.wa.gov

Assigned Counties

Asotin, Garfield, Kittitas, Lincoln, Spokane, Thurston, Whitman, Yakima

Cowlitz, Grays Harbor, Island, Jefferson, Kitsap, Klickitat, Mason, Okanogan, San Juan, Skamania, Wahkiakum

Adams, Clallam, Clark, Ferry, Grant, King, Lewis, Pacific Pend Oreille, Pierce, Stevens, Whatcom

Benton, Chelan, Columbia, Douglas, Franklin, Skagit, Snohomish, Walla Walla

Services*Training*Officers*Prosecutors (STOP) STOP Violence Against Women Formula Grant Program

By statute, the STOP Formula Grant Program supports communities in their efforts to develop and strengthen effective law enforcement and prosecution strategies to combat violent crimes against women and to develop and strengthen victim services in cases involving violent crimes against women. The STOP Grant recognizes that victims are best served when all systems are working together toward the common goal of supporting victims and holding offenders accountable.

Funding for this Washington State FFY 2016 STOP Formula Grant application is subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by the Office on Violence Against Women (OVW), U.S. Department of Justice (DOJ). Activities supported by the STOP Grant Program are determined by statute, Federal Regulations, and the federal Office on Violence Against Women policies.

STOP Grant Program Purpose Areas

Grants and subgrants supported through the STOP Grant Program must meet one or more of the statutory purpose areas, which can be found at 42 U.S.C. § 3796gg(b). Some purpose areas include:

- 1) training law enforcement officers and prosecutors to more effectively identify and respond to the crimes of domestic violence, dating violence, sexual assault, and stalking, including the appropriate use of nonimmigrant status under subparagraphs (U) and (T) of section 101(a)(15) of the Immigration and Nationality Act (8 U.S.C. 1101(a));
- 2) developing and implementing law enforcement and prosecution policies or protocols on responding to adult or youth victims of sexual assault, domestic violence, dating violence or stalking;
- 3) system improvements such as interpreters or translation of forms relevant to the crimes of domestic violence, sexual assault, dating violence or stalking of adult or youth victims, age 11 and older;
- 4) direct services for adult or youth victims, age 11 and older, of domestic violence, sexual assault, dating violence, or stalking, including people with disabilities, elderly, tribal, or immigrant victims; or
- 5) training sexual assault nurse examiners to provide forensic medical exams to adult or youth victims, age 11 and older, of sexual assault.

WA State FFY 2016 STOP Formula Grant Application

Key Goal of the Washington State STOP Formula Grant

Washington State has an over arching STOP Grant goal of increasing the safety of youth and adults by supporting communities in developing comprehensive and collaborative strategies to address domestic violence, sexual assault, dating violence, and stalking; and to prioritize the needs and safety of victims while holding offenders accountable for their crimes.

Applications

The Office of Crime Victims Advocacy reserves the right to reduce, modify, or deny applications.

Coordinated Community Response (CCR) Team Participation

In support of the above goal, a condition of receiving these STOP Formula Grant funds is mandatory attendance at the CCR meetings and meaningful participation as a member of the county CCR team, which must meet at least quarterly during the grant period. **During the grant period, CCR teams will be required to report on their activities that reduce, or reduce the risk of, domestic violence related homicides.** In addition to addressing domestic violence related homicides, CCR teams are encouraged to focus on other gaps in your county. Please keep notes from your CCR meetings as OCVA program staff may attend to discuss the team's progress.

Function Areas

For the purposes of this Washington State STOP Formula Grant application, there are three function areas: non-profit, non-governmental victim services; prosecution; and law enforcement. It is not allowable for one function area to donate their funds to another function area. The allocations for each function area must be received by the eligible entity for that function area either directly or through a subgrant. This application provides funds to the three function areas in each geographical county to support local coordinated responses to adult or youth victims (age 11 and older) of sexual assault, domestic violence, dating violence, or stalking crimes.

IRS 501(c)(3) Status

As a result of VAWA 2013, any entity that is eligible for funding based on its status as a nonprofit organization must be an organization that is described in section 501(c)(3) of the Internal Revenue Code of 1986 and is exempt from taxation under section 501(a) of that Code. See 42 U.S.C. § 13925(b)(16)(B). Please contact the OCVA Violence Against Women program staff with any changes.

Reporting Requirements

One annual progress report will be required covering the period of January 1, 2017 through December 31, 2017. Grantees not using InfoNet must submit the report data electronically using the Adobe report form provided by OCVA. Grantees using InfoNet will not be required to use the Adobe file unless the InfoNet data is incomplete. Grantees using InfoNet must keep the database updated with STOP Grant funded staff names and percentages paid by STOP.

Agencies receiving funds for direct services must report the numbers of persons served detailing the nature of victimization, number of persons seeking services who could not be served or who were partially served, and demographic information.

If the grantee administers STOP Grant funds for another agency or agencies, the grantee will be required to submit a progress report that **combines the data** from all recipients in their grant, unless otherwise instructed.

Annual progress report forms will be due to OCVA with the final invoice, but not longer than 30 days after the end of the grant period.

APPLICANT AGENCY INFORMATION

The **Authorizing Official** is an individual who has the authority to apply for and accept grants on behalf of the organization or jurisdiction. The Program Contact is the primary contact for grant activities. The Fiscal Contact is the individual who will be contacted if there are financial questions on the grant.

Agency Name (Applicant/Organization)	Everett Police Department			
Authorizing Official's Name (required)	Ray Stephanson		Authorizing Official's Title (required)	Mayor
Authorizing Official's Email (required)	RStephanson@everettwa.gov			
Program Contact	Jerry Strieck		Title	Lieutenant
Phone	(425) 257-7410	Fax	Email	JStrieck@everettwa.gov
Fiscal Contact	Tracey Versteeg		Title	Police Finance Manager
Phone	(425) 257-8447	Fax	Email	TVersteeg@everettwa.gov

System for Award Management

Applicants must be current with the System for Award Management (SAM) prior to submitting an application. Failure to keep current in SAM may result in a delay of receiving funding. All applicants must register with SAM and renew their registration annually. Applicants can access SAM at <https://www.sam.gov>. There is no fee associated with the registration process.

Applicant's SAM Expiration Date <small>(must be valid beyond October 17, 2016)</small>	January 10, 2017
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Equal Employment Opportunity Plan Certification

Local Government Applicants Only - If your agency meets all three of the following conditions, your office must have an Equal Employment Opportunity Plan on file that that has been approved within the last two years by the federal Office for Civil Rights. 1) Local Government Agency; AND 2) Employ 50 or more employees; AND 3) Single largest Department of Justice award is \$25,000 or more. This link will provide more information on an [Equal Employment Opportunity Plan \(EEOP\)](#).

- We do not meet all of the above conditions for an EEOP. I have consulted with the appropriate person in my organization and we are not required to have an EEOP.
- I have consulted with the appropriate person in my organization and we are required to have any EEOP, which has been updated within the last two years.

The EEOP was last updated August 1, 2016

Subgrantee Information: If the application includes more than one agency receiving funds, please provide the requested contact information for each subgrantee on the next page(s). The granting agency receiving a STOP Grant directly from OCVA will be responsible for monitoring subgrants in accordance with all applicable federal statutes, federal and state regulations, the provisions of this application, the [Department of Justice Grants Financial Guide \(DOJ Financial Guide\)](#) including updates, and any conditions of the recipient's grant.

Subgrantee Agency Information

(page 1 of 2 if applicable)

Name of Applicant's Organization

Everett Police Department

If an application is approved with subgrants, the grantee will be responsible for oversight of subgrantees, which may include, but is not limited to: providing subgrantees with a copy of this application, copy of fully signed grant, monitoring spending and scope of activities, and providing subgrantees with accurate and current information pertaining to the STOP Grant.

Subgrantees will be responsible managing subgrantee's relevant budget and scope of activities, accurate and timely submittal of documents and reports to the granting agency, and active participation in the quarterly Coordinated Community Response team meetings. Sign-in sheets from CCR meetings may be requested by OCVA to determine participation.

Grantee and subgrantees are bound by statute, federal and state regulations, the provisions of this application, the DOJ Financial Guide and updates, and any conditions of the grantee's award.

N/A	
Subgrantee Agency Name	Name and Title of Authorized Representative

Program Contact Name and Title	Program Contact Email	Program Contact Phone

Fiscal Contact Name and Title	Fiscal Contact Email	Fiscal Contact Phone

Subgrantee Agency Name	Name and Title of Authorized Representative

Program Contact Name and Title	Program Contact Email	Program Contact Phone

Fiscal Contact Name and Title	Fiscal Contact Email	Fiscal Contact Phone

Subgrantee Agency Name	Name and Title of Authorized Representative

Program Contact Name and Title	Program Contact Email	Program Contact Phone

Fiscal Contact Name and Title	Fiscal Contact Email	Fiscal Contact Phone

Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended (required for all applicants)

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicant for the STOP Grant acknowledges that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not --

- (i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
- (ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, or Tribal grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate --

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share --

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, or Tribal reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may --

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, Tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, Tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or Tribe involved.

(F) Oversight

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

(G) Confidentiality assessment and assurances

All applicants must document their compliance with the confidentiality and privacy provisions required under this section by checking the "Acceptance of these Conditions" box below. As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Commerce, Office of Crime Victims Advocacy will rely if a grant is issued.

Everett Police Department

Applicant Agency Name

Ray Stephanson, Mayor

Name and Title of Authorized Representative

<i>Date</i>

<input checked="" type="checkbox"/>	Acceptance of these Conditions
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Assurances

(required for all applicants)

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, requirements, and any conditions of the recipient's grant. If a grant is made, the grantee and subgrantees, if any, will be subject to statutory prohibitions on discrimination.

Federal Non-Discrimination Requirements

Applicant will comply with any applicable federal non-discrimination requirements, which may include:

- * the Omnibus Crime Control Act and Safe Streets Act of 1968 (42 U.S.C. § 3789d).
- * the Victims of Crime Act (42 U.S.C. § 10604(e)).
- * the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)).
- * the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)).
- * the Rehabilitation Act of 1973 (29 U.S.C. § 794).
- * the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34).
- * the Education Amendments of 1972 (20 U.S.C. §§ 1681,1683,1685-86).
- * the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07).
- * 28 C.F.R. Part 42 (U.S. Department of Justice Regulations - Nondiscrimination, Equal Employment Opportunity Policies and Procedures).
- * Executive Order 13279 (equal protection of the law for faith-based and community organizations); and 28 C.F.R. Part 37 ((U.S. Department of Justice Regulations - Equal Treatment for Faith-Based Organizations).

Discrimination on the Basis of National Origin - Limited English Proficient (LEP) Individuals

It will ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964 and take reasonable steps to ensure that persons with Limited English proficiency have meaningful access to programs and activities. Title VI's prohibition of discrimination on the basis of national origin has been interpreted by courts to include discrimination on the basis of English proficiency. Under Title VI (and the Safe Streets Act), recipients are required to provide LEP individuals with meaningful access to their programs and services. Providing "meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents. Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

Applicant will ensure compliance with federal law prohibiting grant recipients from retaliating against individuals taking action or participating in action to secure rights protected by federal law. Information about federal civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

Civil Rights Provision

The Violence Against Women Reauthorization Act of 2013 added a new civil rights provision that applies to these grant funds. This provision prohibits grantees and subgrantees from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by the Office on Violence Against Women.

Activities that Compromise Victim Safety and Recovery

Because of the overall purpose of the program to enhance victim safety and offender accountability, as a recipient of these funds, applicant may not engage in activities that compromise victim safety and recovery. Such activities include, but are not limited to: requiring victims to participate in criminal proceedings; supporting policies or engaging in practices that impose restrictive conditions (e.g., attend counseling, seek an order of protection) on the victim in order to receive services or when requesting an order of protection be rescinded or modified; seeking a material witness warrant for a victim without consultation with the victim and exploring alternative actions; or arbitrarily refusing to sign U visa Certifications when a STOP Grant qualifying crime has occurred and the victim was, is being, or is likely to be helpful in the investigation or prosecution of the qualifying crime. Additional information can be found in the [U Visa Law Enforcement Certification Resource Guide](#).

By checking the "Acceptance of these Conditions" box below, applicant certifies that the jurisdiction is qualified to receive the funds. As the duly authorized representative of the applicant, I hereby acknowledge that the applicant will comply with the above requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Commerce, Office of Crime Victims Advocacy will rely if a grant is issued.

Everett Police Department
<i>Applicant Agency Name</i>
Ray Stephanson, Mayor
<i>Name and Title of Authorized Representative</i>

<i>Date</i>
<input checked="" type="checkbox"/> Acceptance of these Conditions

STOP Certification Requirements for Law Enforcement and Prosecutors (only)

Note: To be eligible for STOP Grant funds, States must certify to the Office on Violence Against Women that they are in compliance with the statutory eligibility requirements of the STOP Grant Program. **If you are a victim service agency with criminal justice subgrantees, one of the criminal justice agencies in your application (not the victim service agency) must certify the jurisdiction is in compliance with the following statutes.**

1. With respect to the VAWA requirement concerning costs for criminal charges and protection orders, a jurisdiction must certify:
 - a. that its laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence, dating violence, sexual assault, or stalking offense, or in connection with the filing, issuance, registration, modification, enforcement, dismissal, withdrawal, or service of a protection order, or a petition for a protection order, to protect a victim of domestic violence, dating violence, stalking, or sexual assault, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, modification, dismissal, withdrawal, or service of a warrant, protection order, petition for a protection order, or witness subpoena, whether issued inside or outside the state, tribal, or local jurisdiction
2. With respect to the VAWA requirement concerning forensic medical examination payment for victims of sexual assault, jurisdictions must certify that:
 - a. the state or territory or another governmental entity incurs the full out-of-pocket cost of forensic medical exams for victims of sexual assault;
 - b. it will not require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, reimbursement for charges incurred on account of such an exam, or both.
3. With respect to the VAWA requirement concerning judicial notification, jurisdictions must certify:
 - a. that its judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 922(g)(8) and (g)(9) of Title 18 of the United States Code, and any applicable related Federal, State, or local laws.
4. With respect to the VAWA requirement prohibiting polygraph testing, jurisdictions must certify that:
 - a. their laws, policies, or practices will ensure that no law enforcement officer, prosecuting officer or other government official shall ask or require an adult or youth victim of an alleged sex offense as defined under Federal, tribal, State, territorial, or local law to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense; and
 - b. Under 42 U.S.C. 3796gg-8(b), the refusal of a victim to submit to a polygraph or other truth telling examination shall not prevent the investigation, charging, or prosecution of an alleged sex offense by a state or unit of local government.

By checking the "Jurisdiction is in Compliance" box below, applicant certifies that the jurisdiction is qualified to receive the funds. As the duly authorized representative of the applicant, I hereby acknowledge that the applicant will comply with the above requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Commerce, Office of Crime Victims Advocacy will rely if a grant is issued.

Everett Police Department
<i>Criminal Justice Applicant Agency Name</i>

<i>Date</i>

Ray Stephanson, Mayor
<i>Name and Title of Authorized Criminal Justice Representative</i>

<input checked="" type="checkbox"/> Jurisdiction is in Compliance
--

Consultation with Victim Services

(criminal justice agencies only)

State applications to the Office on Violence Against Women are required to show documentation that criminal justice agencies receiving STOP Grant funds have consulted with their local non-profit community-based victim service programs during the course of developing applications. This requirement is to ensure that proposed activities by criminal justice agencies are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking, and dating violence.

As verification that applicant has consulted with the local *Community Sexual Assault Program (CSAP)* and the *Department of Social and Health Services Shelter Funded Domestic Violence Agency* during the development of this application, this form must be signed by the Executive Director of the appropriate victim service provider(s).

The criminal justice agency must provide the signed form(s) to Amy Thome at OCVA via fax (360.586.7176) **or** scanned and emailed to Amy Thome at amy.thome@commerce.wa.gov before the application can be approved by OCVA. In counties where the CSAP is separate from the DSHS shelter funded domestic violence agency, applicant can print two copies of this form to enable both Executive Directors to respond and sign.

APPLICATION FOR LAW ENFORCEMENT AND/OR PROSECUTOR (as applicable):

Everett Police Department

Name of Criminal Justice Applicant

Victim Service Provider: Please answer the following questions, sign this form and return it to the applicant. Every effort should be made to resolve concerns prior to the applicant submitting to OCVA.

Did you participate in the development of this application? Yes No

Do you agree the proposed criminal justice activities promote the safety, confidentiality, and economic independence of victims? Yes No

If you do not agree the proposed activities are in the best interest of victims, have you been given the opportunity to provide feedback to the applicant? Yes No

If you provided feedback, are you satisfied that the application addresses issues you may have asked to be included? Yes No

If you answered "no" to any of the above, please provide details regarding the process and steps necessary to address concerns with the application.

Providence Intervention Center for Assault and Abuse

Community Sexual Assault Program (CSAP) Name

Cheryl Lockwood, RN, MN
Signature of Executive Director

Domestic Violence Services of Snohomish County

Department of Social and Health Services Shelter Funded Domestic Violence Agency Name

Signature of Executive Director

Consultation with Victim Services

(criminal justice agencies only)

State applications to the Office on Violence Against Women are required to show documentation that criminal justice agencies receiving STOP Grant funds have consulted with their local non-profit community-based victim service programs during the course of developing applications. This requirement is to ensure that proposed activities by criminal justice agencies are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking, and dating violence.

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APPLICATION FOR LAW ENFORCEMENT AND/OR PROSECUTOR (as applicable):

Everett Police Department

Name of Criminal Justice Applicant

Victim Service Provider: Please answer the following questions, sign this form and return it to the applicant. Every effort should be made to resolve concerns prior to the applicant submitting to OCVA.

Did you participate in the development of this application? Yes No

Do you agree the proposed criminal justice activities promote the safety, confidentiality, and economic independence of victims? Yes No

If you do not agree the proposed activities are in the best interest of victims, have you been given the opportunity to provide feedback to the applicant? Yes No

If you provided feedback, are you satisfied that the application addresses issues you may have asked to be included? Yes No

If you answered "no" to any of the above, please provide details regarding the process and steps necessary to address concerns with the application.

Providence Intervention Center for Assault and Abuse

Community Sexual Assault Program (CSAP) Name

Signature of Executive Director

Domestic Violence Services of Snohomish County

Department of Social and Health Services Shelter Funded Domestic Violence Agency Name

Signature of Executive Director

Coordinated Community Response (CCR) Team

Only one completed form to be submitted for your CCR team. Decide which agency will respond on behalf of all STOP Grant applicants in your county. The designated agency must submit with their application this completed CCR form, along with the planning meeting agenda, and list of participants.

County	Snohomish	Date of Planning Meeting	September 19, 2016
Agency submitting form on behalf of CCR Team	Everett Police Department		

Coordinated Community Response (CCR) Team Participation

A condition of receiving these STOP Formula Grant funds is mandatory attendance at the CCR meetings and meaningful participation as a member of the county CCR team, which must meet at least quarterly during the grant period.

At the application planning meeting, identify the CCR team activities for the period January 1, 2017 through December 31, 2107. To comply with our federal award, OCVA will continue to ask CCR teams to report on their progress in reducing, or reducing the risk of, domestic violence related homicides. However, CCR teams are also encouraged to consider and address services for youth or adult victims of domestic violence, sexual assault, dating violence, or stalking. During the grant period, CCR teams will be required to report on their activities. Please keep notes and sign-in sheets from your CCR meetings.

Use the space below to indicate the focus areas, the expected outcomes at the end of the grant period, the function area activities and timeline. At our application planning meeting, the CCR team has determined the following activities, timeline, and expected outcomes.

<p>Gaps to be addressed; i.e., forensic sexual assault exams for youth and adults; domestic violence related homicides; system coordination; language barriers; U and T visas; etc.</p> <ul style="list-style-type: none"> - Turn over and hiring of new police officers creates a need for updated, ongoing training - Underutilization of Intervention Center & DVS Resources - Need for enhance investigation/documentation training - Need for Trauma Informed Interviewing overview & awareness 	<p>Goal/outcome for the grant period; i.e., list of local hospitals with SANEs, exam storage, testing, disposal, notification to victims; risk assessment for homicides in DV cases; policy, procedures, tracking of U and/or T visa certifications, etc.</p> <ul style="list-style-type: none"> - Provide advanced training to officer's county-wide through attendance at related conferences - Increase awareness and use of available resources - Provide training via the Regional Police Skills Refresher Training (PSR) - Provide training via the Regional Police Skills Refresher Training (PSR) <p>Regional Police Skills Refresher Training (PSR) averages attendance of over 450 officers annually throughout the county</p>
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For each quarter, provide the action items needed to move your CCR team closer to the goal.

1st Quarter January thru March 2017	Provide funding resources for advanced training to officers county-wide. Provide training via PSR to approx 123 officers county-wide on the need for enhanced interviewing / documentation skills, awareness of Trauma Informed Interviewing and the availability of Intervention Center & DVS resources
2nd Quarter April thru June 2017	Provide funding resources for advanced training to officers county-wide. Provide training via PSR to approx 123 officers county-wide on the need for enhanced interviewing / documentation skills, awareness of Trauma Informed Interviewing and the availability of Intervention Center & DVS resources
3rd Quarter July thru September 2017	Provide funding resources for advanced training to officers county-wide. Provide training via PSR to approx 82 officers county-wide on the need for enhanced interviewing / documentation skills, awareness of Trauma Informed Interviewing and the availability of Intervention Center & DVS resources
4th Quarter October thru December 2017	Provide funding resources for advanced training to officers county-wide. Provide training via PSR to approx 123 officers county-wide on the need for enhanced interviewing / documentation skills, awareness of Trauma Informed Interviewing and the availability of Intervention Center & DVS resources

Activities that Compromise Victim Safety and Recovery

The following activities have been found to jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions:

1. Procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or gender of their children;
2. Procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services;
3. Offering perpetrators the option of entering pre-trial diversion programs or placing batterers in anger management programs;
4. Requiring mediation or counseling for couples as a systemic response to domestic violence or sexual assault, or in situations in which child sexual abuse is alleged;
5. Requiring victims to report sexual assault, stalking, or domestic violence crimes to law enforcement or forcing victims to participate in criminal proceedings;
6. Relying on court-mandated batterer intervention programs that do not use the power of the criminal justice system to hold batterers accountable for their behavior; or
7. Supporting policies or engaging in practices that impose restrictive conditions to be met by the victim in order to receive services (e.g., attending counseling, seeking an order of protection).

Unallowable Activities

The following is a list of activities that are unallowable and cannot be supported by this application:

1. Lobbying
2. Fundraising
3. Purchase of real property
4. Construction
5. Physical modifications to buildings, including minor renovations (such as painting or carpeting)

Association of Community Organizations (ACORN)

Applicant understands and agrees that it cannot use STOP Grant funds in support of any contract or sub-award to either the Association of Community Organizations or its subsidiaries.

GOODS AND SERVICES Budget Worksheet

Goods and Services - must be proportionate to the grant-funded project staff activities. If space costs for project staff are included in the budget, the computations in goods and services must show the calculation based on square footage. Additionally, other goods and services such as telephone, general office supplies, printing and copy expenses must be direct project costs.

Item Description	Computation	Cost
Rent - <i>(must be calculated by square foot of space utilized by staff listed in salaries and multiplied by FTE percentage paid by this grant)</i>		
Utilities - <i>(water, sewer, garbage, electric)</i>		
Communications - <i>(phone, cell phone, answering service)</i>		
Internet - OCVA approval required for VS (see below)		
Office Supplies, Copies, Printing		
Trainings - (registrations, per diem, travel)	\$1,368.05 ave per officer for 20 Officers	\$27,361.00
Travel - <i>(mileage for grant-funded staff for project activities)</i>		
Equipment - <i>(itemized and prorated)</i>		
Client Supplies		
Professional Liability Insurance <i>(for grant-funded staff)</i>		
Other (please specify below)		
TOTAL GOODS AND SERVICES		\$27,361.00

Equipment

Equipment costs may not exceed \$5,000 for any one item. Approved equipment must be purchased within the first three months of the grant period.

Internet Restrictions

No grant funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. However, this does not apply to law enforcement agencies or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

No Food or Beverages

STOP Grant funding shall not be used to purchase food and/or beverages for any meeting, conference, training, or other event.

ADMINISTRATIVE or MODIFIED TOTAL DIRECT COSTS Budget Worksheet

Administrative Costs - must be related to your STOP Formula Grant activities and may not exceed 15% of your organization's STOP Grant funding. In cases where one entity administers the grant and subgrants to another organization within the same function area, each entity, within reason, may allocate up to 15% of their STOP Grant budget for administrative costs. Administrative costs such as supervisors and financial staff must be listed below; not in salaries and benefits.

Modified Total Direct Costs (MTDC) - Entities that have never received a Federally-approved indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a federally-approved indirect cost rate agreement is negotiated. MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award. If used, your auditor must certify the computation method meets the Uniform Guidance requirements. Please provide this signed certification as a separate attachment to your application.

Indirect Costs

Indirect costs should be listed on the next page. Applicants charging indirect costs must have a federally-approved indirect cost rate agreement. Applicants may not charge indirect **and** administrative or modified total direct costs to the grant.

Item Description	Computation	Cost
Program Manager - Lieutenant	Ave hrs per year = \$63/hr x 35 hrs	\$2,205.00
Financial Manager - Police Finance Manager	Ave hrs per year = \$41/hr x 48 hrs	\$1,968.00
Program Assistance - Sergeant	Ave hrs per year = \$53/hr x 12 hrs	\$636.00
TOTAL ADMINISTRATIVE OR MTDC COSTS		\$4,809.00

BUDGET SUMMARY AND MATCH

Budget Categories	Totals
SALARIES	
BENEFITS	
SUBGRANTEES	
CONSULTANTS	
GOODS AND SERVICES	\$27,361.00
ADMINISTRATIVE COSTS or MODIFIED TOTAL DIRECT COSTS	\$4,809.00
INDIRECT COSTS	
TOTAL GRANT AMOUNT	\$32,170.00
MATCH - Required for Law Enforcement and Prosecutors (Optional: non-profit, non-governmental agencies and American Indian Tribes)	\$10,723.00

NON-FEDERAL BUDGET MATCH

Match Requirement - Criminal Justice Agencies - There is a 25% match requirement for prosecution and law enforcement imposed on grant funds under this program. Funds from other federal sources may not be used to meet the match requirement. Resources used as match must be eligible and directly related to the project goals and objectives. Grantees and/or subgrantees must maintain records which clearly show the source, the amount, and the timing of all matching contributions. Sources of match are restricted to the same requirements as funds allocated under the STOP Formula Grant Program. Please list below a description of the match, the computation, and total amount.

Description of Benefit for Name/Position in Salaries	Computation	Cost
Grant Amount ÷ 75% Federal Share = Adjusted Project Costs Adjusted Project Costs X 25% Recipient's Share = Required Match	$\$32,170 / 75\% = \$42,893.33 \times 25\%$	\$10,723.00
TOTAL BENEFITS		\$10,723.00

Officer Time and/or Prosecution of Cases as Match

If STOP Grant funds, or the match, support an officer to investigate domestic violence, sexual assault, dating violence or stalking crimes against adults or youth (age 11 and older), that law enforcement agency will be required to include in the annual progress report the data on the number of calls for assistance, cases investigated, number of arrests, orders of protection served, number of cases referred to the prosecutor, and domestic homicides. Annual report data only captures the STOP Grant funded activities.

Likewise, if STOP Grant prosecution funds, or the match, pay for a prosecutor or deputy prosecutor to prosecute eligible cases they will be required to provide in the annual progress report data on the number of cases received, accepted, declined, or transferred; reason for declining; and disposition of cases. Annual report data only captures the STOP Grant funded activities.

Match Calculation

For this application, use the match requirement amount in the current STOP Formula Grant. If this is a new applicant, replacing an existing administering agency, the formula for calculating the required criminal justice match is:

Grant Amount ÷ 75% Federal Share = Adjusted Project Costs
Adjusted Project Costs X 25% Recipient's Share = Required Match

Example: 75/25% Required Match:

For a Federal grant amount of \$30,000, required match would be calculated as follows:

$\$30,000 \div 75\% = \$40,000$

$\$40,000 \times 25\% = \$10,000$ Required Match

Ease of Application Survey

The following questions are intended to help the Washington State Department of Commerce improve our application processes. We invite you to indicate your agreement/disagreement with the following statements. Your responses will not impact the approval of your application in any way.

The application instructions were clear.

The application questions were easily understood.

I was able to receive the assistance I needed from OCVA to complete the application.

I had adequate time to prepare the application prior to the deadline.

Given program requirements, the application process was reasonable.

Save Application

Email or fax (360-586-7176) your completed application to
Amy Thome, OCVA, at amy.thome@commerce.wa.gov
not later than Monday, October 17, 2016
OCVA will confirm receipt of your application.

Print application for your records prior to submitting to OCVA

Please note that any materials submitted as part of an application may be released pursuant to a request under the Freedom of Information Act.