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

Roll Call

Pledge of Allegiance

Approval of Minutes: November 23, 2016

Mayor's Comments Swearing in Everett Police Officers Brandon Hoelzel and Brian Setzer

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) Economic Alliance Snohomish County Update.

(2) CB 1611-48 – 1st Reading - Adopt the Proposed Ordinance approving the appropriations of the 2016 revised City of Everett Budget and amending Ordinance No. 3512-16. (3rd and final reading on 12-14-15)

Documents:

CB 1611-48.pdf

(3) CB 1611-49– 1st Reading - Adopt the Proposed Ordinance adopting the budget for the City of Everett for the year 2017 in the amount of $535,662,437. (3rd and final reading on 12-14-15)

Documents:

CB 1611-49.pdf

(4) CB 1611-50 -1st Reading – Adopt the Proposed Ordinance relating to Tax Administration, amending Ordinance No. 3385-14 (Chapter 3.19.030 EMC), as amended. (3rd and final reading on 12-14-16)

Documents:

CB 1611-50.pdf

(5) CB 1611-51-1st Reading – Adopt the Proposed Ordinance relating to Admissions Tax, amending Ordinance No. 2977 (Chapter 3.20.140 EMC), as amended. (3rd and final reading on 12-14-16)

Documents:

CB 1611-51.pdf

(6) CB 1611-52 -1st Reading – Adopt the Proposed Ordinance relating to Gambling Tax, amending Ordinance No. 1023-84 (Chapter 3.36.070 EMC), as amended. (3rd and final reading on 12-14-16)

Documents:

CB 1611-52.pdf

(7) CB 1611-53 -1st Reading – Adopt the Proposed Ordinance establishing the basic salary schedule for employees of the City of Everett for 2017. (3rd and final reading on 12-14-16)

Documents:

CB 1611-53-1.pdf

CONSENT ITEMS:

(8) Adopt Resolution No. ____ authorizing claims against the City of Everett in the amount of $3,120,212.14 for the period of November 12, 2016 through November 18, 2016.

Documents:

res-113.pdf

(9) Adopt Resolution No. ____ authorizing payroll claims against the City of Everett in the amount of $3,688,896.98 for the period ending November 12, 2016.

Documents:

payroll-74.pdf

(10) Adopt Resolution No. ____ authorizing electronic transfer against the City of Everett in the amount of $6,247,292.21 for the period of October 1, 2016 through October 31, 2016.

Documents:

elec-29.pdf

(11) Accept the Sewer System Replacement & Capacity Improvements, Sewer "M" Project as complete and authorize the Mayor to sign the Certificate of Completion with Interwest Construction, Inc.

Documents:

Sewer m-4.pdf

(12) Accept the Broadway Bridge Project as complete and authorize the Mayor to sign the Certificate of Completion with Interwest Construction, Inc.

Documents:

Broadway Bridge-1.pdf

(13) Authorize the Mayor to sign the Professional Services Agreement with Public Safety Testing Investigations for background investigations of Firefighter candidates in the approximate amount of $1,177 - $2,034 per candidate.

Documents:

Public Safety testing.pdf

ACTION ITEMS:

(14) Adopt Resolution establishing Human Needs Priorities for 2017 Grant funding.

Documents:

2017 Human Needs.pdf

(15) Authorize the Mayor to sign Interagency Agreement between the Administrative Office of the Courts and the Everett Municipal Court to continue participation in the state-funded interpreting reimbursement program.

Documents:

Interpreting Reimbursement.pdf

(16) Authorize the Mayor to sign the Hazard Mitigation Grant Agreement with the Washington State Military Department for updating the Hazard Mitigation plan in the local contribution amount of $25,000.

Documents:

Hazard Mitigation-1.pdf

(17) THIS ITEM HAS BEEN PULLED. - CB 1610-45 –3rd and final Reading – Adopt the Proposed Ordinance adjusting water, filtration, sewer and storm water rates as recommended.

Documents:

CB 1610-45-1.pdf

(18) Authorize the Mayor to sign Change Order No. 3 with KLB Construction, Inc. for the East Grand Avenue Sewer Replacement & Storm Water Separation Project in the amount of $1,840.00 plus Washington State sales tax.

Documents:

KLB Construction.pdf

(19) Authorize the Mayor to sign the Professional Services Agreement with TranTech Engineering, LLC for the Screen House Bridge Replacement project in the amount not to exceed $31,500 plus Washington State sales tax.

Documents:

TranTech-1.pdf

(20) Authorize the Mayor to sign the Interlocal Agreement between the State of Washington Department of Corrections and Everett Police Department regarding joint operations at no cost to the City.

Documents:

Department of Corrections.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.

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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. 3512-16

	Briefing	COUNCIL BILL #	CB1611-48
	Proposed Action	Originating Department	Finance
	Consent	Contact Person	Susy Haugen
	Action	Phone Number	425-257-8612
11/30/16	First Reading	FOR AGENDA OF	11/30, 12/07, 12/14
12/07/16	Second Reading		
12/14/16	Third Reading		
	Public Hearing		
	Budget Advisory		

Initialed by:
Department Head
CAA
Council President

Location | **Preceding Action** | **Attachments** Attachment A | **Department(s) Approval**

Amount Budgeted	$354,908,630	
Expenditure Required	$359,145,427	Account Number(s): See Attachment A
Budget Remaining	-0-	
Additional Required	$4,236,797	

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

- General Government amendments increase revenue budgets by $143,570, expenditure budgets by $315,270, and reduce ending fund balance by $171,700.
- Non-General Government amendments increase revenue budgets by $1,500,000, expenditure budgets by $3,921,527 and decrease ending fund balances by $2,421,527.

RECOMMENDATION (Exact action requested of Council):
Adopt an ordinance approving the appropriations of the 2016 revised City of Everett Budget and amending Ordinance No. 3512-16.

ORDINANCE NO. _____

AN ORDINANCE approving the appropriations of the 2016 revised City of Everett budget and amending Ordinance No. 3512-16.

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. 3512-16 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 $4,236,797.

	Beginning Fund Balance and 2016 Revenues	Expenditures	Ending Fund Balance
2016 Previously Amended Budget	$ 508,966,427	$ 354,908,630	$ 154,057,797
Budget Amendment #4	1,643,570	4,236,797	(2,593,227)
2016 Amended Budget	$ 510,609,997	$ 359,145,427	$ 151,464,570

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed:
Valid:
Published:
Effective Date:

2016 BUDGET ADJUSTMENTS for Budget Amendment # 4

General Government Amendments

	Fund	Description	Increase/(Decrease) Revenues	Expenditures	Ending Fund Balance
GGA-34	Police	Traffic Safety Commission Grant	14,900	14,900	-
GGA-35	Police	FY16 STOP Violence Grant	32,170	32,170	-
GGA-36	Fire	Assistance to Firefighters Grant	45,700	76,600	(30,900)
GGA-37	Fire	Overtime increase	50,800	50,800	-
GGA-38	Municipal Court	Pro-tem judges		15,000	(15,000)
GGA-39	Animal Services	Retirement payout		5,600	(5,600)
GGA-39	Senior Center	Retirement payout		13,500	(13,500)
GGA-39	Library	Retirement payout		6,700	(6,700)
GGA-40	Fire	M&O increase		100,000	(100,000)
		Total General Government Amendments	**143,570**	**315,270**	**(171,700)**

Non-General Government Amendments

	Fund	Description	Increase/(Decrease) Revenues	Expenditures	Ending Fund Balance
NGA-17	Motor Vehicle Division	Vehicle purchases		229,000	(229,000)
NGA-18	Self Insurance Fund	Dental benefits	1,500,000	1,500,000	-
NGA-19	CIP 4	Capital projects		192,527	(192,527)
NGA-20	Transit	Property purchase		2,000,000	(2,000,000)
		Total Non-General Government Amendments	**1,500,000**	**3,921,527**	**(2,421,527)**
		Total General and Non-General Government Amendments	**1,643,570**	**4,236,797**	**(2,593,227)**

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGA-34	Police	Amendment - Traffic Safety Grant	031A		14,900	
GGA-34	General Fund	Amendment - Traffic Safety Grant	002A	14,900		

The Washington State Traffic Safety Commission is providing funds to Snohomish County law enforcement agencies to conduct high visibility enforcement traffic safety emphasis patrols in support of Target Zero Team priorities.

For the October 1, 2016 through September 30, 2017, period, the allocation for the Everett Police Department's participation is $2,800 for impaired driving enforcement, $1,300 for distracted driving enforcement, $1,800 for seat belt enforcement, $5,000 for DUI enforcement, $2,000 in flex funding for any of the aforementioned, and $2,000 for motorcycle safety enforcement.

Council authorized the Mayor to sign the 2016-2017 Interagency Agreement at the September 28, 2016, Council meeting

Increase grant revenue	002	3332060131			14,900
Increase overtime budget	031	5220000120	14,900		

	Department		Code	Rev	Exp	FB
GGA-35	Police	Amendment - STOP Violence Grant	031A		32,170	
GGA-35	General Fund	Amendment - STOP Violence Grant	002A	32,170		

The Everett Police Department has been awarded funds from the STOP Violence Against Women Formula Grant program since 1997. The fiscal year 2016 agreement with the 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 grant funds will be used to advance county-wide law enforcement training.

Council approved this grant contract at the October 5, 2016, Council meeting.

Increase grant revenue	002	3331657001			32,170
Increase professional services budget	031	5920000520	32,170		

	Department		Code	Rev	Exp	FB
GGA-36	Fire	Amendment - Assistance to Firefighters Grant	032A		76,600	
GGA-36	General Fund	Amendment - Assistance to Firefighters Grant	002A	45,700		(30,900)

The Fire Department was awarded a Department of Homeland Security, Assistance to Firefighters Grant earlier this year in the amount of $700,000 to purchase SCBA bottles and packs. After completing the purchases, there was $45,700 in grant funds leftover. The Department has been awarded the opportunity to use these funds towards the purchase of an air filling station for the SCBA bottles. The cost of the filling station is $76,600, a City match of $30,900 is required.

Increase grant revenue	002	3319700032			45,700
Increase equipment budget	032	5202621350	76,600		
Decrease ending fund balance	009	5980000490			30,900

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGA-37	Fire	Amendment - Overtime increase	032A		50,800	
GGA-37	General Fund	Amendment - Overtime increase	002A	50,800		

A budget amendment is requested to increase the Fire Department's overtime appropriation to acknowledge services provided to outside agencies . The City will be reimbursed by the various agencies assisted, including Snohomish County Special Operations department, City of Seattle, Washington State Patrol-State Mobilization, and the Military Department. Services provided include responding to wildland fires, providing storm assistance, and training.

Increase grant revenue	002	3339700182			2,349
Increase grant revenue	002	3339705600			3,250
Increase grant revenue	002	3339710181			8,636
Increase intergovernmental revenue	002	3422000000			36,565
Increase Fire overtime budget	032	5200000120	50,800		

	Department		Code	Rev	Exp	FB
GGA-38	Municipal Court	Amendment - Pro-tem Judges	005A		15,000	
GGA-38	General Fund	Amendment - Pro-tem Judges	009A			(15,000)

With the retirement of Judge Odell the court is using pro-tem judges for partial bench coverage. This amendment will increase the professional services budget to cover this expense.

Increase professional services budget	005	5010000410	15,000		
Decrease ending fund balance	009	5980000490			15,000

	Department		Code	Rev	Exp	FB
GGA-39	Animal Services	Amendment - Retiree payouts	026A		5,600	
GGA-39	Senior Center	Amendment - Retiree payouts	027A		13,500	
GGA-39	Library	Amendment - Retiree payouts	110A		6,700	
GGA-39	General Fund	Amendment - Retiree payouts	009A			(25,800)

This amendment increases the Animal Services, Senior Center, and Library budget for unbudgeted retirement payouts (vacation and sick leave).

Increase labor - Animal Services	026	5010000110	5,600		
Increase labor - Senior Center	027	5500000110	13,500		
Increase labor - Library	110	5300000110	6,700		
Decrease ending fund balance	009	5980000490			25,800

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGA-40	Fire	Amendment - Increase M&O budget	032A		100,000	
GGA-40	General Fund	Amendment - Increase M&O budget	009A			(100,000)

The Fire Department requests an increase to its M&O budget of $100,000. The funds will cover expenses associated with recruiting, North Bend training ,and outfitting of new firefighters. The department has had a higher than normal turnover rate in 2016.

Increase travel/training	032	5450000445	46,700	
Increase professional services	032	5200000410	18,200	
Increase uniform budget	032	5450001260	35,100	
Decrease ending fund balance	009	5980000490		100,000

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
NGA-17	MVD	Amendment - Vehicle & Equip. Purchases	126A		229,000	(229,000)

This amendment increases the vehicle and equipment expenditure budget in Fund 126, MVD, for Parks department vehicle replacements, including a heavy-duty pick up truck, a small dump truck, and a chipper.

Increase vehicle expenditures - Parks	126	5200101640	229,000	
Decrease ending fund balance	126	5980000490		229,000

	Department		Code	Rev	Exp	FB
NGA-18	Self-Insurance Fund	Amendment - Dental Benefits	508A	1,500,000	1,500,000	-

The City converted its dental benefits from a fully insured program, to a self-insured program in 2016. As a result, actual dental claims are now paid from the Self-Insured Health Benefits Fund 508 . Departmental budgets were allocated funding for dental benefits under the original budget, but the claims were not budgeted in Fund 508 pending actual experience. This budget amendment will provide the budget authority in Fund 508 necessary to fund the dental claims.

Increase dental claim expenditures	508	5170100240	1,500,000	
Increase employer contributions	508	3695000100		1,500,000

	Department		Code	Rev	Exp	FB
NGA-19	CIP 4	Amendment - CIP 4 Projects	162A		192,527	(192,527)

This amendment increases the CIP 4 expenditure budget for the Downtown Everett Hotel Project as approved by Ordinance 3516-16.

Increase CIP 4 transfers out	162	5625210550	192,527	
Decrease ending fund balance	162	5620999490		192,527

	Department		Code	Rev	Exp	FB
NGA-20	Transit	Amendment - Property Purchase	425A		2,000,000	(2,000,000)

This amendment increases Transit's capital outlay for the purchase of property located at 3600 Smith Avenue as approved by Council at the June 29, 2016, Council meeting. The acquisition price was $4.0 million plus closing costs. Transit's original 2016 budget had capital outlay funding of just over $2.0 million; therefore, an additional $2.0 million is needed to fund this purchase.

Increase capital outlay budget	425	5135010000610	2,000,000	
Decrease ending fund balance	425	5999000000490		2,000,000

ATTACHMENT A

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
An Ordinance adopting the budget for the City of Everett for the year 2017.

	Briefing	COUNCIL BILL #	CB1611-49
	Proposed Action	Originating Department	Administration
	Consent	Contact Person	Debra Bryant
	Action	Phone Number	257 - 8608
11/30/16	First Reading	FOR AGENDA OF	11/30, 12/07, 12/14
12/07/16	Second Reading		
12/14/16	Third Reading		
	Public Hearing		
	Budget Advisory		

Initialed by:
Department Head
CAA
Council President

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

Amount Budgeted	-0-	
Expenditure Required	$535,662,437	Account Number(s):
Budget Remaining	-0-	
Additional Required	$535,662,437	

DETAILED SUMMARY STATEMENT:

As directed by City Council on November 9, 2016, the attached proposed ordinance establishes the City of Everett's 2017 Operating Budget. The proposed ordinance affects all funds that are budgeted annually.
The combined aggregate budget totals are:

- Estimated Beginning Fund Balances and Revenues $535,662,437
- Appropriations and Transfers $331,545,450
- Ending Fund Balances $204,116,987

RECOMMENDATION (Exact action requested of Council):

Adopt an Ordinance adopting the budget for the City of Everett for the year 2017 in the amount of $535,662,437.

ORDINANCE NO. _____

AN ORDINANCE adopting the budget for the City of Everett for the year 2017.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

SECTION 1:
That pursuant to Chapter 95 of the Laws of the 1969 Extraordinary Session, the budget for the year 2017 now on file in the office of the City Clerk of the City of Everett in the aggregate amount of $535,662,437 is hereby adopted, and the totals of estimated revenues and appropriations and transfers, including interfund reimbursements, and the aggregate totals for all such Funds combined are as follows, to-wit:

Fund	Name	Est. Beginning Fund Balance & Revenue	Appropriations & Transfers	Ending Fund Balance
002	General Fund	134,094,758	108,055,831	26,038,927
101	Parks & Recreation	9,362,533	9,362,533	-
110	Library	5,308,786	5,308,786	-
112	Municipal Arts	943,234	943,234	-
114	Conference Center	925,842	925,842	-
119	Street Improvements	3,998,702	3,998,702	-
120	Streets	3,109,902	3,109,902	-
126	Motor Vehicle/Equip Replacemer	8,053,096	2,490,328	5,562,768
138	Hotel Motel Tax Fund	937,158	600,000	337,158
145	Cumulative Res/Real Prop. Acqu	1,946,546	1,946,546	-
146	Property Management	2,983,232	2,118,909	864,323
148	Cumulative Reserve /Parks	2,203,619	628,914	1,574,705
149	Senior Center Reserve	548,301	76,696	471,605
151	Fund for Animals	475,173	90,000	385,173
152	Cumulative Reserve /Library	302,938	108,345	194,593
153	Emergency Medical Services	8,546,656	8,496,205	50,451
154	Real Estate Excise Tax Fund	3,684,597	525,157	3,159,440
156	Criminal Justice Fund	11,216,865	5,986,949	5,229,916
157	Traffic Mitigation	3,884,252	3,884,252	-
159	Transportation Benefit District	1,763,748	1,300,000	463,748
160	Rainy Day Fund	4,373,945	-	4,373,945
162	Capital Reserve	23,758,737	3,531,496	20,227,241

Fund	Name	Est. Beginning Fund Balance & Revenue	Appropriations & Transfers	Ending Fund Balance
197	CHIP Loan Program	15,834,660	1,766,140	14,068,520
198	Comm Develop. Block Grants	1,473,646	900,325	573,321
210	Bond Redemption Fund	3,069,991	3,069,991	-
243	LID Guaranty Fund	22,551	20,000	2,551
299	LID Redemption	13,985	13,985	-
401	Water/Sewer Utility	126,208,363	88,579,021	37,629,342
402	Solid Waste Utility	2,552,648	2,551,295	1,353
425	Transit	44,006,521	28,099,585	15,906,936
430	Everpark Garage	3,047,017	378,580	2,668,437
440	Golf	4,490,398	4,490,398	-
450	Sno River Reg Wtr Auth	18,000	18,000	-
451	Everett Tulalip Joint Water Line	15,000	15,000	-
501	Motor Vehicle Division	8,125,414	6,907,354	1,218,060
503	Self-Insurance Fund	16,448,196	7,885,664	8,562,532
505	Computer Reserve Fund	3,979,421	2,738,023	1,241,398
507	Telecommunications Fund	1,791,117	1,488,336	302,781
508	Health Benefits Reserve	22,325,995	15,624,417	6,701,578
637	Police Pension Fund	18,683,442	1,392,607	17,290,835
638	Fire Pension Fund	31,133,452	2,118,102	29,015,350
TOTAL CITY BUDGET		535,662,437	331,545,450	204,116,987

SECTION 2:
That the above appropriations and transfers will be utilized by the various departments of the City of Everett as allocated in the 2017 budget.

SECTION 3:
Severability. If any provision of this ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, it shall be conclusively presumed that this ordinance would have been enacted without the provision so held unconstitutional or invalid and the remainder of this ordinance shall not be affected as a result of said part being held unconstitutional or invalid.

SECTION 4:
The City Clerk is 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.

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed:

Valid:

Published:

Effective:

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
An Ordinance Relating to Tax Administration, amending Ordinance No. 3385-14 (Chapter 3.19.030 EMC), as amended

11/30/16	Briefing	
	Proposed Action	
	Consent	
	Action	
11/30/16	First Reading	
12/7/16	Second Reading	
12/14/16	Third Reading	
	Public Hearing	
	Budget Advisory	

COUNCIL BILL #	CB1611-50
Originating Department	Finance
Contact Person	Susy Haugen
Phone Number	257-8612
FOR AGENDA OF	11/30/16

Initialed by:
Department Head
CAA
Council President

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

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

DETAILED SUMMARY STATEMENT:

It has been a long-standing practice to route general business license applications to the Planning Department for review for compliance with zoning and land use requirements prior to issuance. The proposed amendment formalizes that procedure.

RECOMMENDATION (Exact action requested of Council): Adopt the Ordinance Relating to Tax Administration, amending Ordinance No. 3385-14 (Chapter 3.19.030 EMC), as amended.

ORDINANCE NO._____

An Ordinance Relating to Tax Administration, amending Ordinance No. 3385-14 (Chapter 3.19.030 EMC), as amended.

WHEREAS, the City's Tax Administration Code, Chapter 3.19 EMC, requires modifications periodically to clarify or update the tax administration process; and

WHEREAS, general business license applications are reviewed by the Department of Planning and Community Develop prior to issuance for conformance to the City's Land Use and Zoning Code.

WHEREAS, it is in the best interest of general business license applicants and the City to formalize the process in the Tax Administration Ordinance;

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Subsection A of Section 1 of Ordinance No. 3385-14 (EMC 3.19.030), which reads as follows:

> **3.19.030 Registration/license certificates.**
>
> A. Licensing. Except for those persons under contract with the city, which contracts are exempt under Section 3.19.040(D), any person, so engaging in a business activity within the city whether taxable or not, shall apply for and obtain from the city clerk, upon payment of the fee provided in this section, a business license. Such applicant shall complete an application form for such business license upon such forms as provided by the office of the city clerk and shall accompany such application with the required fee. Such business license shall be personal and nontransferable. If a taxpayer transacts business at two or more locations within the city, the taxpayer must obtain additional business licenses for each additional location and pay the required additional location fee annually.

is hereby amended to read as follows:

> **3.19.030 Registration/license certificates.**
>
> A. Licensing. Except for those persons under contract with the city, which contracts are exempt under Section 3.19.040(D), any person, so engaging in a business activity within the city whether taxable or not, shall apply for and obtain from the city clerk, upon payment of the fee provided in this section, a business license. Such applicant shall complete an application form for such business license upon such forms as provided by the office of the city clerk and shall accompany such application with the required fee. Such business license shall be personal and nontransferable. If a taxpayer transacts business at two or more locations within the city, the taxpayer must obtain additional business licenses for each additional location and pay the required additional location fee annually. Prior to license issuance, all business license applications will be reviewed by the City's department of Planning and Community Development for compliance with the City's Land Use and Zoning Code. Business license issuance does not indicate that the business complies with all federal, state, and local regulations.

Section 2. **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 3. **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 4. **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 5. **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:

_____
Sharon Fuller, City Clerk

Passed:_____

Valid:_____

Published:_____

Effective Date:_____

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
An Ordinance Relating to Admissions Tax, amending Ordinance No. 2977 (Chapter 3.20.140 EMC), as amended

11/30/16	Briefing	COUNCIL BILL #	CB1611-51
	Proposed Action	Originating Department	Finance
	Consent	Contact Person	Susy Haugen
	Action	Phone Number	257-8612
11/30/16	First Reading	FOR AGENDA OF	11/30/16
12/7/16	Second Reading		
12/14/16	Third Reading		
	Public Hearing		
	Budget Advisory		

Initialed by:
Department Head
CAA
Council President

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

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

DETAILED SUMMARY STATEMENT:

The City Clerk's Office is in the process of implementing a new tax and license system. This new system aggregates the management of all the City's business and regulatory licensing, and B&O, utility, admissions, and gambling taxes. The new system incorporates a new tax form and ancillary schedules that are multi-purpose and provide taxpayers with a single form to use for all tax payments.

Under the existing ordinance, admissions taxes are paid bi-monthly, and are due on the 15th day of the month following the end of each bi-monthly period. This Ordinance aligns the due date for admissions taxes with B&O tax, which is paid quarterly on the last day of the month following the end of the quarter. This revision will make tax filing more efficient for taxpayers and simplify programming in the new system.

RECOMMENDATION (Exact action requested of Council): Adopt the Ordinance Relating to Admissions Tax, amending Ordinance No. 2977 (Chapter 3.20.140 EMC), as amended

ORDINANCE NO._____

An Ordinance Relating to Admissions Tax, amending Ordinance No. 2977 (Chapter 3.20.140 EMC), as amended.

WHEREAS, the City's Admissions Tax Code, Chapter 3.20 EMC, requires modifications periodically to clarify or update the tax administration process; and

WHEREAS, payment of the tax imposed by Chapter 3.20 EMC, is due and payable in bimonthly installments on or before the fifteenth day of the month next succeeding the end of the quarterly period in which the tax is accrued.

WHEREAS, it is in the best interest of tax payers and the City to align the tax due date with the Business & Occupation tax due dates;

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 7 of Ordinance No. 2977(EMC 3.20.140), which reads as follows:

3.20.140 Collection of tax—Duties of collector—Returns required.

Any person receiving any payment for admission on which a tax is levied under this chapter shall collect the amount of the tax imposed from the person making the admission payment. The tax required to be collected under this chapter shall be deemed to be held in trust by the person required to collect the same until paid to the clerk as herein provided. Any person required to collect the tax imposed under this chapter who fails to collect the same, or having collected the same, fails to remit the same to the clerk in the manner prescribed by this chapter, whether such failure be the result of his own act or the result of acts or conditions beyond his control, shall nevertheless be personally liable to the city for the amount of such tax, and shall, unless the remittance be made as herein required, be guilty of a violation of this chapter. The tax imposed hereunder shall be collected at the time the admission charge is paid by the person seeking admission to any place and shall be reported and remitted by the person receiving the tax to the clerk in bimonthly installments and remittances therefor on or before the fifteenth day of the month next succeeding the end of the bimonthly period in which the tax is collected or approved; provided, that the first return and remittance under this chapter shall be made

on or before the fifteenth day of July, 1943, and shall cover the period from and including May 1, 1943, to and including June 30, 1943. Payment or remittance of the tax collected may be made by check, unless payment or remittance is otherwise required by the clerk, but payment by check shall not relieve the person collecting the tax from liability for payment and remittance of the tax to the clerk unless the check is honored and is in the full and correct amount. The person receiving any payment for admissions shall make out a return upon such forms and setting forth such information as the clerk may require, showing the amount of the tax upon admissions for which he is liable for the preceding bimonthly period, and shall sign and transmit the same to the clerk with a remittance for said amount; provided, that the clerk may in his discretion require verified annual returns from any person receiving admission payments setting forth such additional information as he may deem necessary to determine correctly the amount of tax collected and payable. Whenever any theater, circus, show, exhibition, entertainment or amusement makes an admission charge which is subject to the tax herein levied, and the same is of a temporary or transitory nature, of which the clerk shall be the judge, the clerk may require the report and remittance of the admission tax immediately upon the collection of the same, at the conclusion of the performance or exhibition, or at the conclusion of the series of performances or exhibitions or at such other times as the clerk shall determine; and failure to comply with any requirement of the clerk as to report and remittance of the tax as required shall be a violation of this chapter. The books, records and accounts of any person collecting a tax herein levied shall, as to admission charges and tax collections, be at all reasonable times subject to examination and audit by the clerk.

Is hereby amended to read as follows:

3.20.140 Collection of tax—Duties of collector—Returns required.

Any person receiving any payment for admission on which a tax is levied under this chapter shall collect the amount of the tax imposed from the person making the admission payment. The tax required to be collected under this chapter shall be deemed to be held in trust by the person required to collect the same until paid to the clerk as herein provided. Any person required to collect the tax imposed under this chapter who fails to collect the same, or having collected the same, fails to remit the same to the clerk in the manner prescribed by this chapter, whether such failure be the result of his own act or the result of acts or conditions beyond his control, shall nevertheless be personally liable to the city for the amount of such tax, and shall, unless the remittance be made as herein required, be guilty of a violation of this chapter. The tax imposed hereunder shall be collected at the time the admission charge is paid by the person seeking admission to any place and shall be reported and remitted by the person receiving the tax to the clerk in quarterly installments and remittances therefor shall be made on or before the last day of the month following the end of the quarterly period in which

the tax is collected or approved. Payment or remittance of the tax collected may be made by check, unless payment or remittance is otherwise required by the clerk, but payment by check shall not relieve the person collecting the tax from liability for payment and remittance of the tax to the clerk unless the check is honored and is in the full and correct amount. The person receiving any payment for admissions shall make out a return upon such forms and setting forth such information as the clerk may require, showing the amount of the tax upon admissions for which he is liable for the preceding bimonthly period, and shall sign and transmit the same to the clerk with a remittance for said amount; provided, that the clerk may in his discretion require verified annual returns from any person receiving admission payments setting forth such additional information as he may deem necessary to determine correctly the amount of tax collected and payable. Whenever any theater, circus, show, exhibition, entertainment or amusement makes an admission charge which is subject to the tax herein levied, and the same is of a temporary or transitory nature, of which the clerk shall be the judge, the clerk may require the report and remittance of the admission tax immediately upon the collection of the same, at the conclusion of the performance or exhibition, or at the conclusion of the series of performances or exhibitions or at such other times as the clerk shall determine; and failure to comply with any requirement of the clerk as to report and remittance of the tax as required shall be a violation of this chapter. The books, records and accounts of any person collecting a tax herein levied shall, as to admission charges and tax collections, be at all reasonable times subject to examination and audit by the clerk.

Section 2. **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 3. **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 4. **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 5. **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:

_____
Sharon Fuller, City Clerk

Passed:_____

Valid:_____

Published:_____

Effective Date:_____

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
An Ordinance Relating to Gambling Tax, amending Ordinance No. 1023-84 (Chapter 3.36.070 EMC), as amended

11/30/16	Briefing	COUNCIL BILL #	CB1611-52
	Proposed Action	Originating Department	Finance
	Consent	Contact Person	Susy Haugen
	Action	Phone Number	257-8612
11/30/16	First Reading	FOR AGENDA OF	11/30/16
12/7/16	Second Reading		
12/14/16	Third Reading		
	Public Hearing		
	Budget Advisory		

Initialed by:
Department Head
CAA
Council President

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

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

DETAILED SUMMARY STATEMENT:

The City Clerk's Office is in the process of implementing a new tax and license system. This new system aggregates the management of all the City's business and regulatory licensing, and B&O, utility, admissions, and gambling taxes. The new system incorporates a new tax form and ancillary schedules that are multi-purpose and provide taxpayers with a single form to use for all tax payments.

Under the existing ordinance, gambling taxes are paid quarterly, and are due on the 15th day of the month following the end of each quarter. This Ordinance aligns the due date for gambling taxes with B&O tax, which is on the last day of the month following the end of the quarter. This revision will make tax filing more efficient for taxpayers and simplify programming in the new system.

RECOMMENDATION (Exact action requested of Council): Adopt the Ordinance Relating to Gambling Tax, amending Ordinance No. 1023-84 (Chapter 3.36.070 EMC), as amended

ORDINANCE NO._____

An Ordinance Relating to Gambling Tax, amending Ordinance No. 1023-84 (Chapter 3.36.070 EMC), as amended.

WHEREAS, the City's Gambling Tax Code, Chapter 3.36 EMC, requires modifications periodically to clarify or update the tax administration process; and

WHEREAS, payment of the tax imposed by Chapter 3.36 EMC, is due and payable in quarterly installments on or before the fifteenth day of the month next succeeding the end of the quarterly period in which the tax is accrued.

WHEREAS, it is in the best interest of tax payers and the City to align the tax due date with the Business & Occupation tax due dates;

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 7 of Ordinance No. 1023-84(EMC 3.36.070), which reads as follows:

3.36.070 Tax payments.

A. Quarterly Payments. Payment of tax imposed by this chapter shall be due and payable in quarterly installments, and remittance therefor shall be made on or before the fifteenth day of the month next succeeding the end of the quarterly period in which the tax accrued. The remittance shall be made by bond draft, certified check, cashier's check, money order or in cash and shall be accompanied by a return on a form to be provided and prescribed by the city treasurer. The taxpayer shall be required to swear or affirm that the information given on the tax return is full and true and that the taxpayer knows the same to be so.

B. Annual Return. Whenever the total tax for which any person is liable under this chapter does not exceed the sum of ten dollars for any quarterly period, an annual return may be made upon written request and subject to the approval of the city treasurer.

C. Partial Periods. Whenever a taxpayer commences to engage in business during any quarterly period, his first return and tax shall be based upon and cover the portion of the quarterly period during which he is engaged in business.

Is hereby amended to read as follows:

3.36.070 Tax payments.

A. Quarterly Payments. Payment of tax imposed by this chapter shall be due and payable in quarterly installments, and remittance therefor shall be made on or before the last day of the month following the end of the quarterly period in which the tax accrued. The remittance shall be made by bond draft, certified check, cashier's check, money order or in cash and shall be accompanied by a return on a form to be provided and prescribed by the city treasurer. The taxpayer shall be required to swear or affirm that the information given on the tax return is full and true and that the taxpayer knows the same to be so.

B. Annual Return. Whenever the total tax for which any person is liable under this chapter does not exceed the sum of ten dollars for any quarterly period, an annual return may be made upon written request and subject to the approval of the city treasurer.

C. Partial Periods. Whenever a taxpayer commences to engage in business during any quarterly period, his first return and tax shall be based upon and cover the portion of the quarterly period during which he is engaged in business.

Section 2. **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 3. **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 4. **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 5. **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:

_____
Sharon Fuller, City Clerk

Passed:_____

Valid:_____

Published:_____

Effective Date:_____

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Ordinance establishing the basic salary schedule for employees of the City of Everett for 2017

	Briefing	COUNCIL BILL #	CB1611-53
	Proposed Action	Originating Department	Labor Relations/ Human Resources
	Consent	Contact Person	Sharon DeHaan
	Action	Phone Number	425-257-8685
11/30/16	First Reading	FOR AGENDA OF	November 30, 2016
12/07/16	Second Reading		December 7, 2016
12/14/16	Third Reading		December 14, 2016
	Public Hearing		

Initialed by:
Department Head
CAA
Council President

Location

Preceding Action

Attachments
2017 Salary Ordinance

Department(s) Approval
Labor Relations/ Human Resources, Administration

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

DETAILED SUMMARY STATEMENT:
This Ordinance establishes 2017 salary ranges and classifications for employees. There is a 4.0% salary increase for Appointive employees, and wage increases for bargaining unit employees in accordance with their respective labor agreements.

RECOMMENDATION (Exact action requested of Council):
Adopt an Ordinance establishing the basic salary schedule for employees of the City of Everett for 2017.

ORDINANCE NO. _____-16

AN ORDINANCE establishing the basic salary schedule for employees of the City of Everett for 2017, repealing Ordinance 3471-15.

THE CITY OF EVERETT DOES ORDAIN:
Section 1: It is the purpose of this ordinance to fix the classification and salary for each employee in the City of Everett and to establish part-time employment and day laborer rates and nothing herein shall be construed to prevent the various department heads, with the consent of the Mayor, from employing such additional employees from time to time as may be necessary in the proper discharge of the duties of such office or from discharging such temporary or part-time employees when the necessity therefore has ceased to exist.

Section 2: The salary schedule for all employees shall be as contained herein.

Section 3: This salary schedule identifies existing classifications within the City of Everett. Due to organizational review and natural attrition, some classifications will be vacant throughout the year.

Classification Title	Occup. Code	Range No.	MIN Step A	Step B	Step C	Step D	Step E	Step F	MAX Step G
A. ADMINISTRATION									
Chief Administrative Assistant	6001	06-022	11338	-	12751	-	14769		
Communications Director	6009	06-015	7951	-	8936	-	10343		
Cultural Arts Manager	6014	06-014	7405	-	8321	-	9630		
Director of Public Health & Safety	6016	06-016	8554	-	9613	-	11125		
Economic Development Director	6013	06-019	10329	-	11618	-	13456		
Executive Administrator	6012	06-017	9382	-	10551	-	12219		
Executive Assistant - City Council	6017	06-009	5299	-	5954	-	6888		
Executive Assistant - Mayor's Office	6003	06-009	5299	-	5954	-	6888		
Executive Director	6004	06-021	11051	-	12613	-	14393		
Government Affairs Director	6005	06-015	7951	-	8936	-	10343		
Municipal Assistant*	6008	06-102	3402	-	3825	-	4426		
Neighborhoods & Community Engagement Coordinator	6002	06-012	6445	-	7243	-	8380		
Special Projects Manager	6010	06-015	7951	-	8936	-	10343		
B. BUDGET AND FINANCE									
Accountant I	1200	01-018	5267	5528	5803	6095	6405		
Accounting Manager	6051	06-012	6445	-	7243	-	8380		
Budget Manager	6053	06-012	6445	-	7243	-	8380		
City Clerk	6054	06-012	6445	-	7243	-	8380		
Deputy City Clerk	6056	06-009	5299	-	5954	-	6888		
Finance Manager/Treasurer	6063	06-016	8554	-	9613	-	11125		
Purchasing Manager	6060	06-012	6445	-	7243	-	8380		
Warehouseworker	1430	01-010	3566	3744	3926	4123	4327		
C. COMMUNITY DEVELOPMENT									
Assistant Planner	1540	01-016	4780	5017	5267	5528	5803		
Associate Planner	1550	01-018	5267	5528	5803	6095	6405		
Environmental Planner	1590	01-020	5755	6042	6337	6649	6929		
Housing & Community Development Program Manager	6152	06-012	6445	-	7243	-	8380		
Housing Improvement Inspector	6155	06-010	5643	-	6345	-	7341		
Long Range Planning Manager	6157	06-015	7951	-	8936	-	10343		
Manager of Land Use Planning	6156	06-015	7951	-	8936	-	10343		
Planner	1670	01-020	5755	6042	6337	6649	6929		
Planning & Community Development Director	6158	06-019	10329	-	11618	-	13456		
D. FACILITIES/PROPERTY MANAGEMENT									
Asst. Real Property Manager	6202	06-011	6027	-	6771	-	7838		

Classification Title	Occup. Code	Range No.	MIN Step A	Step B	Step C	Step D	Step E	Step F	MAX Step G
Building Caretaker	1910	01-011	3744	3926	4123	4327	4547		
Custodian	1950	01-008	3235	3393	3566	3744	3926		
Facilities Maintenance Supervisor	6204	06-011	6027	-	6771	-	7838		
Facilities Manager	6205	06-012	6445	-	7243	-	8380		
Painter	2000	01-015	4547	4780	5017	5267	5528		
Project Manager - Architect	6206	06-012	6445	-	7243	-	8380		
Real Property Manager	6207	06-015	7951	-	8936	-	10343		
E. FIRE									
Assistant Fire Chief	6251	06-018	9696	-	10903	-	12629		
Assistant Fire Marshal	2110	04-023	9510	-	-	-	-		
Deputy Fire Chief	6252	06-016	8554	-	9613	-	11125		
Emergency Mgt Public Educ Coord	6015	06-010	5643	-	6345	-	7341		
Fire Apparatus/Equipment Mechanic	2145	01-018	5267	5528	5803	6095	6405		
Fire Battalion Chief	2150	04-023	9510	-	-	-	-		
Fire Captain[2]	2160	04-021	8491	-	-	-	-		
Fire Chief	6253	06-020	10755	-	12263	-	14010		
Fire Division Chief	2251	04-024	9986	-	-	-	-		
Fire Inspector	2180	04-021	8491	-	-	-	-		
Fire Marshal	6254	06-018	9696	-	10903	-	12629		
Firefighter	2200	04-017	4760	5267	5774	6281	6793		
Firefighter/Driver	2210	04-018	7472	-	-	-	-		
Firefighter/EMTA	2220	04-018	7472	-	-	-	-		
Firefighter/Paramedic[3]	2230	04-020	7812	-	-	-	-		
Medical Services Officer	2250	04-022	8695	-	-	-	-		
F. INFORMATIONAL TECHNOLOGY									
Application Support Specialist	1382	01-018	5267	5528	5803	6095	6405		
Client Services Technician	1290	01-014	4327	4547	4780	5017	5267		
Information Technology Director	6062	06-019	10329	-	11618	-	13456		
Information Technology Manager	6055	06-016	8554	-	9613	-	11125		
Information Technology Project Manager	6064	06-012	6445	-	7243	-	8380		
Network Application Specialist	1380	01-018	5267	5528	5803	6095	6405		
Network Support Specialist	1381	01-018	5267	5528	5803	6095	6405		
Network Systems Analyst	1410	01-021	6042	6337	6649	6929	7277		
PC Technician	1390	01-016	4780	5017	5267	5528	5803		
Telecommunications Assistant	2015	01-010	3566	3744	3926	4123	4327		
Telecommunications Manager	6208	06-010	5643	-	6345	-	7341		
G. INTERDEPARTMENTAL									
Accounting Asst/Customer Svc Representative	2300	01-011	3744	3926	4123	4327	4547		
Accounting Technician	2310	01-012	3926	4123	4327	4547	4780		
Administrative Assistant*	6301	06-107	4424	-	4970	-	5752		
Administrative Coordinator	6302	06-008	4978	-	5595	-	6477		
Administrative Secretary*	6303	06-104	3758	-	4222	-	4885		
Assistant Buyer	1222	01-012	3926	4123	4327	4547	4780		
Associate Engineer - NPE	6304	06-010	5643	-	6345	-	7341		
Associate Engineer - PE	6305	06-012	6445	-	7243	-	8380		
Buyer	1260	01-016	4780	5017	5267	5528	5803		
Community Support Specialist/Social Worker	6312	06-010	5643	-	6345	-	7341		
Development Construction Supervisor	6311	06-011	6027	-	6771	-	7838		
Electrician[4]	1960	01-017	5017	5267	5528	5803	6095		
Engineering Technician	4260	01-016	4780	5017	5267	5528	5803		
Engineering Technician Trainee	4270	01-014	4327	4547	4780	5017	5267		
Facilities Maintenance Worker	1980	01-012	3926	4123	4327	4547	4780		
Financial Analyst	6306	06-009	5299	-	5954	-	6888		
GIS/Programmer Analyst	4275	01-018	5267	5528	5803	6095	6405		
Maintenance Mechanic	2370	01-017	5017	5267	5528	5803	6095		
Office Assistant	2390	01-008	3235	3393	3566	3744	3926		
Office Specialist	2400	01-012	3926	4123	4327	4547	4780		

Classification Title	Occup. Code	Range No.	MIN Step A	Step B	Step C	Step D	Step E	Step F	MAX Step G
Office Technician	2420	01-010	3566	3744	3926	4123	4327		
Principal Engineer	6307	06-015	7951	-	8936	-	10343		
Project Coordinator	6308	06-010	5643	-	6345	-	7341		
Public Service Aide	2425	01-002	2413	2533	2662	2793	2932		
Ranger II	3090	01-014	4327	4547	4780	5017	5267		
Receptionist*	6309	06-101	3013	-	3386	-	3919		
Senior Engineer	6310	06-014	7405	-	8321	-	9630		
Small Tool & Equipment Repair Technician	2445	01-015	4547	4780	5017	5267	5528		
Supervisor I	2450	01-017	5017	5267	5528	5803	6095		
Supervisor II	2460	01-020	5755	6042	6337	6649	6929		
Switchboard Operator	2470	01-010	3566	3744	3926	4123	4327		
Transportation Maintenance Technician	3860	01-015	4547	4780	5017	5267	5528		
Visual Information Specialist	2480	01-014	4327	4547	4780	5017	5267		
H. LABOR RELATIONS/HUMAN RESOURCES									
Assistant Safety Official	6551	06-010	5643	-	6345	-	7341		
City Safety Official	6552	06-012	6445	-	7243	-	8380		
Employee Benefits Coordinator	6553	06-009	5299	-	5954	-	6888		
Human Resources Analyst	6557	06-009	5299	-	5954	-	6888		
Human Resources Assistant*	6556	06-102	3402	-	3825	-	4426		
Human Resources Coordinator*	6554	06-107	4424	-	4970	-	5752		
Human Resources Manager	6558	06-015	7951	-	8936	-	10343		
Labor & Employee Relations Coordinator	6560	06-011	6027	-	6771	-	7838		
Labor Relations & Human Resources Director	6555	06-019	10329	-	11618	-	13456		
Labor Relations Program Manager	6561	06-012	6445	-	7243	-	8380		
Workers Compensation Coordinator	6559	06-010	5643	-	6345	-	7341		
I. LEGAL									
Assistant City Attorney I	6351	06-009	5299	-	5954	-	6888		
Assistant City Attorney (PT)	6358	06-102	3402	-	3825	-	4426		
Assistant City Attorney II	6352	06-013	6904	-	7758	-	8977		
Assistant City Attorney III	6353	06-015	7951	-	8936	-	10343		
City Attorney	6354	06-021	11051	-	12613	-	14393		
Deputy City Attorney	6355	06-017	9382	-	10551	-	12219		
Legal Administrator	6356	06-012	6445	-	7243	-	8380		
Legal Intern*	6357	06-102	3402	-	3825	-	4426		
J. LIBRARY									
Assistant Library Director/Librarian IV	6401	06-013	6904	-	7758	-	8977		
Children's/Outreach Services Manager/Lib III	6402	06-012	6445	-	7243	-	8380		
Librarian I	2600	01-018	5267	5528	5803	6095	6405		
Librarian II	2610	01-020	5755	6042	6337	6649	6929		
Library Assistant	2650	01-008	3235	3393	3566	3744	3926		
Library Associate	2660	01-012	3926	4123	4327	4547	4780		
Library Associate Sr	2670	01-017	5017	5267	5528	5803	6095		
Library Associate/Technical Services	2680	01-014	4327	4547	4780	5017	5267		
Library Branch Manager/Librarian III	6403	06-012	6445	-	7243	-	8380		
Library Director	6404	06-019	10329	-	11618	-	13456		
Library Office Specialist	2720	01-012	3926	4123	4327	4547	4780		
Library PC Technician	2762	01-016	4780	5017	5267	5528	5803		
Library Specialist	6406	06-010	5643	-	6345	-	7341		
Library Technical Services Manager/Librarian III	6407	06-012	6445	-	7243	-	8380		
Library Technician	2740	01-010	3566	3744	3926	4123	4327		
Library Technician Senior	2750	01-011	3744	3926	4123	4327	4547		
Library Technician Trainee	2760	01-008	3235	3393	3566	3744	3926		
Senior Library Page	0516	01-008	3235	3393	3566	3744	3926		
K. MUNICIPAL COURT									
Assistant Municipal Court Administrator	6451	06-009	5299	-	5954	-	6888		
Detention Monitoring Assistant*	6455	06-107	4424	-	4970	-	5752		

Classification Title	Occup. Code	Range No.	MIN Step A	Step B	Step C	Step D	Step E	Step F	MAX Step G
Judicial Assistant	2811	01-012	3926	4123	4327	4547	4780		
Municipal Court Administrator	6452	06-014	7405	-	8321	-	9630		
Municipal Court Security Officer*	6453	06-102	3402	-	3825	-	4426		
Probation Counselor	6454	06-010	5643	-	6345	-	7341		
L. PARKS AND RECREATION									
Animal Control Officer	1510	01-014	4327	4547	4780	5017	5267		
Animal Services Manager	6201	06-012	6445	-	7243	-	8380		
Animal Shelter Attendant	1530	01-007	3075	3235	3393	3566	3744		
Arborist	3000	01-015	4547	4780	5017	5267	5528		
Assistant Animal Services Manager	6754	06-010	5643	-	6345	-	7341		
Assistant Parks & Recreation Director	6502	06-016	8554	-	9613	-	11125		
Golf and Grounds Equipment Technician	3025	01-015	4547	4780	5017	5267	5528		
Golf and Park Program Manager	6511	06-012	6445	-	7243	-	8380		
Golf Course Supervisor	3035	01-017	5017	5267	5528	5803	6095		
Groundskeeper	3020	01-015	4547	4780	5017	5267	5528		
Horticulturist	3040	01-017	5017	5267	5528	5803	6095		
Landscaper	3050	01-015	4547	4780	5017	5267	5528		
Park Ranger I	3080	01-012	3926	4123	4327	4547	4780		
Park Ranger Supervisor	3095	01-017	5017	5267	5528	5803	6095		
Park Structural Maint Supervisor	3100	01-020	5755	6042	6337	6649	6929		
Park/Golf Laborer	3120	01-010	3566	3744	3926	4123	4327		
Parks & Recreation Director	6504	06-019	10329	-	11618	-	13456		
Parks and Recreation Program Coordinator	6507	06-010	5643	-	6345	-	7341		
Parks Business Program Manager	6510	06-012	6445	-	7243	-	8380		
Parks Planning and Capital Development Manager	6512	06-013	6904	-	7758	-	8977		
Recreation Leader	3160	01-009	3393	3566	3744	3926	4123		
Recreation Supervisor[4]	3190	01-015	4547	4780	5017	5267	5528		
Senior Center Coordinator	1700	01-015	4547	4780	5017	5267	5528		
Senior Center Manager	6753	06-011	6027	-	6771	-	7838		
Shelter Operations Coordinator	6755	06-009	5299	-	5954	-	6888		
Urban Forester	3210	01-017	5017	5267	5528	5803	6095		
Veterinarian	6750	06-011	6027	-	6771	-	7838		
Veterinary Clinic Coordinator	6756	06-007	4688	-	5268	-	6096		
Veterinary Technician	1525	01-009	3393	3566	3744	3926	4123		
M. POLICE									
Code Compliance Supervisor	6612	06-011	6027	-	6771	-	7838		
Code Enforcement Officer	6102	06-009	5299	-	5954	-	6888		
Deputy Police Chief	6601	06-018	9696	-	10903	-	12629		
Forensic Imaging Analyst	6611	06-009	5299	-	5954	-	6888		
Parking Enforcement Officer[4]	3420	01-009	3393	3566	3744	3926	4123		
Police Captain	3430	03-014	-	11844	-	-	-		
Police Chief	6602	06-020	10755	-	12263	-	14010		
Police Crime Analyst	6610	06-009	5299	-	5954	-	6888		
Police Inspector	6604	06-016	8554	-	9613	-	11125		
Police Lieutenant	3450	03-013	-	11020	-	-	-		
Police Officer	3460	03-021	-	6059	7251	-	-		
Police Officer (BLEA)	3475	03-021	5533	6059	7251	-	-		
Police Officer Entry-Level	3470	03-021	5533	-	-	-	-		
Police Records Unit Shift Supervisor	3505	01-015	4547	4780	5017	5267	5528		
Police Sergeant	3510	03-012	9067	-	-	-	-		
Police Specialist[4]	3520	01-012	3926	4123	4327	4547	4780		
Police Property Room Manager	6609	06-011	6027	-	6771	-	7838		
Police Property Room Specialist	3531	01-012	3926	4123	4327	4547	4780		
Records Information Specialist	3530	01-012	3926	4123	4327	4547	4780		
Records Unit Manager	6607	06-009	5299	-	5954	-	6888		
Support Services Manager	6608	06-011	6027	-	6771	-	7838		

Classification Title	Occup. Code	Range No.	MIN Step A	Step B	Step C	Step D	Step E	Step F	MAX Step G
N. PUBLIC WORKS/ENGINEERING/PUBLIC SERVICES									
Building Inspector	4150	05-023	5905	6418	6942	7220	7511		
Building Official	6701	06-016	8554	-	9613	-	11125		
Chief Inspector	4170	05-024	6418	6942	7575	7885	8209		
City Engineer	6702	06-016	8554	-	9613	-	11125		
City Traffic Engineer	6703	06-015	7951	-	8936	-	10343		
Computer Aided Design (CAD) Manager	6709	06-011	6027	-	6771	-	7838		
Construction Inspector	4210	01-019	5528	5803	6095	6405	6722		
Development Technician	4220	01-019	5528	5803	6095	6405	6722		
Electrical Inspector	4230	05-023	5905	6418	6942	7220	7511		
Engineering Services Manager	6708	06-015	7951	-	8936	-	10343		
Permit/Development Counter Technician	4320	01-014	4327	4547	4780	5017	5267		
Permit Services Manager	6706	06-014	7405	-	8321	-	9630		
Plumbing/Mechanical Inspector	4340	05-023	5905	6418	6942	7220	7511		
Senior Signal Technician	4410	01-020	5755	6042	6337	6649	6929		
Street Light Maintenance Worker	2010	01-013	4123	4327	4547	4780	5017		
Traffic Electronic Tech. Trainee	4425	01-017	5017	5267	5528	5803	6095		
Traffic Electronic Technician	4420	01-019	5528	5803	6095	6405	6722		
Traffic Operations Supervisor	4441	01-021	6042	6337	6649	6929	7277		
Traffic Signal Electrician	4430	01-019	5528	5803	6095	6405	6722		
Traffic Signal Technician	4435	01-018	5267	5528	5803	6095	6405		
Traffic Technician	4440	01-019	5528	5803	6095	6405	6722		
O. PUBLIC WORKS/UTILITIES									
Assistant Construction Manager	6674	06-013	6904	-	7758	-	8977		
Assistant Inventory Control/Dispatch Technician	3600	01-014	4327	4547	4780	5017	5267		
Cement Finisher	3610	01-015	4547	4780	5017	5267	5528		
Chief Wastewater Treatment Plant Operator	6651	06-014	7405	-	8321	-	9630		
Chief Water Treatment Plant Operator	6669	06-014	7405	-	8321	-	9630		
Construction Manager	6664	06-014	7405	-	8321	-	9630		
Engineering Superintendent	6665	06-016	8554	-	9613	-	11125		
Environmental Permit Coordinator	4385	01-020	5755	6042	6337	6649	6929		
Equipment Operator	3700	01-014	4327	4547	4780	5017	5267		
Heavy Equipment Operator	3720	01-015	4547	4780	5017	5267	5528		
Industrial Waste Inspector	3730	01-019	5528	5803	6095	6405	6722		
Inventory Control Technician	3740	01-017	5017	5267	5528	5803	6095		
Lead Utility Serviceworker	3750	01-017	5017	5267	5528	5803	6095		
Maintenance Superintendent	6662	06-016	8554	-	9613	-	11125		
Maintenance/Operations Supervisor	6663	06-013	6904	-	7758	-	8977		
Operations Superintendent	6654	06-016	8554	-	9613	-	11125		
Plant/Pump Maintenance Mechanic [1]	3820	01-016	4780	5017	5267	5528	5803		
Pre-Treatment Manager	6655	06-012	6445	-	7243	-	8380		
Public Information/Education Specialist	3809	01-016	4780	5017	5267	5528	5803		
Public Works Director	6667	06-020	10755	-	12263	-	14010		
Public Works Finance Manager	6658	06-014	7405	-	8321	-	9630		
Public Works Information & Education Officer	6656	06-012	6445	-	7243	-	8380		
Public Works Supervisor - Sewer/Drainage/Utilities	4082	01-019	5528	5803	6095	6405	6722		
Public Works Supervisor - Streets	4085	01-019	5528	5803	6095	6405	6722		
Public Works Supervisor - TSG/Utilities	4084	01-019	5528	5803	6095	6405	6722		
Public Works Supervisor - Water/Utilities	4083	01-019	5528	5803	6095	6405	6722		
Records Systems Specialist	4400	01-014	4327	4547	4780	5017	5267		
SCADA/Telemetry Technician	3875	01-019	5528	5803	6095	6405	6722		
Senior Environmental Specialist	6668	06-014	7405	-	8321	-	9630		
Senior Wastewater Operator	6670	06-012	6445	-	7243	-	8380		
Senior Water Operator	6657	06-012	6445	-	7243	-	8380		
Surface Water Manager	6675	06-015	7951	-	8936	-	10343		
Treatment Plant Operator-in-Training	4070	01-010	3566	3744	3926	4123	4327		
Utilities GIS Program Manager	6659	06-011	6027	-	6771	-	7838		
Utilities Maintenance Technician I	3878	01-018	5267	5528	5803	6095	6405		
Utilities Maintenance Technician II	3879	01-019	5528	5803	6095	6405	6722		

Classification Title	Occup. Code	Range No.	MIN Step A	Step B	Step C	Step D	Step E	Step F	MAX Step G
Utilities Maintenance Technician III	3880	01-020	5755	6042	6337	6649	6929		
Utilities Records Manager	6660	06-010	5643	-	6345	-	7341		
Utility Laborer	3900	01-010	3566	3744	3926	4123	4327		
Utility Mapping Supervisor	3890	01-019	5528	5803	6095	6405	6722		
Utility Service Worker	3920	01-015	4547	4780	5017	5267	5528		
Utility Services Supervisor	6661	06-012	6445	-	7243	-	8380		
Wastewater Plant Maintenance Supervisor	6672	06-012	6445	-	7243	-	8380		
Water Filtration Plant Maintenance Supervisor	6676	06-012	6445	-	7243	-	8380		
Water Pollution Control Operator I	3940	01-015	4547	4780	5017	5267	5528		
Water Pollution Control Operator II	3950	01-017	5017	5267	5528	5803	6095		
Water Pollution Control Operator III	3960	01-019	5528	5803	6095	6405	6722		
Water Quality Analyst	3980	01-019	5528	5803	6095	6405	6722		
Water Quality Control Operator	3990	01-017	5017	5267	5528	5803	6095		
Water Quality Process Analyst	6671	06-012	6445	-	7243	-	8380		
Water Quality Technician	4010	01-016	4780	5017	5267	5528	5803		
Water Service Technician[1]	4020	01-016	4780	5017	5267	5528	5803		
Water Treatment Plant Operator I	4040	01-015	4547	4780	5017	5267	5528		
Water Treatment Plant Operator II	4050	01-017	5017	5267	5528	5803	6095		
Water Treatment Plant Operator III	4060	01-019	5528	5803	6095	6405	6722		
Welder	4080	01-018	5267	5528	5803	6095	6405		
P. TRANSPORTATION/TRANSIT									
Bus Maintenance Person	4500	02-014	20.80	21.77	22.78	23.82	24.94		
Bus Operator	4510	02-110	23.12	24.10	25.10	26.15	27.24	28.37	29.56
Bus Operator[5]	4510	02-010	-	-	-	-	29.56		
Bus Operator Trainee	4520	02-011	19.90	-	-	-	-		
Communications Technician	3640	01-019	5528	5803	6095	6405	6722		
Equipment Mechanic[4]	3690	01-017	5017	5267	5528	5803	6095		
Equipment Serviceworker	3710	01-014	4327	4547	4780	5017	5267		
Maint & Operations Supervisor - Transportation	6801	06-010	5643	-	6345	-	7341		
Operations Supervisor - Fixed Route	6806	06-010	5643	-	6345	-	7341		
Operations Supervisor - Para Transit	6804	06-010	5643	-	6345	-	7341		
Paratransit Operator	4530	02-113	17.08	18.92	20.94	22.97	25.53		
Paratransit Operator[5]	4530	02-013	-	-	-	-	29.56		
Paratransit Operator Trainee	4540	02-009	15.32	-	-	-	-		
Paratransit Schedule Technician	4545	01-010	3566	3744	3926	4123	4327		
Transit Inspector	4550	02-012	33.99	-	-	-	-		
Transit Operations Program Manager	6802	06-011	6027	-	6771	-	7838		
Transit Training/Safety Coordinator	6812	06-010	5643	-	6345	-	7341		
Transportation Center Security Officer	2016	01-008	3235	3393	3566	3744	3926		
Transportation & Transit Services Director	6807	06-019	10329	-	11618	-	13456		
Transportation Program Manager	6808	06-011	6027	-	6771	-	7838		
Transportation Services Manager	6803	06-015	7951	-	8936	-	10343		
Vehicle Maintenance Manager	6810	06-015	7951	-	8936	-	10343		

Section 4: To provide a method of orderly transition from old salary schedules to a new salary schedule, the following shall apply:

A. Any employee whose base salary under a previous schedule is greater than the base salary provided in the schedule contained in this ordinance shall continue to receive the previous base pay; salaries not covered by collective bargaining will be set per the compensation ordinance.

Section 5: Day Laborers

A. Day laborers employed by the City will be rated by their qualifications, experience, nature of duties and background, and compensated at a minimum of no less than the current minimum wage.

B. The Mayor and/or his designee together with each Department Head employing day laborers shall establish the rate of pay based on the qualifications, experience, duties and background of each day laborer (other than Parks Department nine month seasonals).

C. The Library Board, together with the Library Director, shall establish the rate of pay of Library Day Laborer employees based on the qualifications, experience, duties and background of each Library day laborer employee.

Section 6:

A. There is hereby adopted as part of this salary schedule, longevity pay for those employees who are covered under AFSCME Local 113, Everett Firefighters Local 46, Everett Police Management Association, Everett Police Officers Association, Amalgamated Transit Union Local 883 and the Snohomish County Construction Crafts, per their respective collective bargaining agreements.

B. Longevity pay shall not be paid to appointive employees, temporary employees or day laborers (other than Parks Department nine month seasonals) and elected officials.

Section 7: There is hereby adopted as part of this salary ordinance an educational incentive plan for commissioned police officers represented by the Everett Police Officers Association. Such officers, upon becoming eligible, may choose to participate in either the longevity plan or the educational incentive plan; however, in no case shall any officer be eligible to participate concurrently in both plans. The educational incentive plan payment schedule is set forth in the collective bargaining agreement.

Section 8: There is hereby adopted as part of this salary ordinance an educational incentive plan for employees represented by Everett Firefighter Local 46. Such employees, upon becoming eligible shall receive the educational incentive payment as set forth in the collective bargaining agreement.

Section 9: Bus Operators/Paratransit Operators who are requested by their supervisors to act as Bus Operator/ParatransitOperator Trainers shall be paid $1.50 per hour premium pay in addition to their regular hourly rate.

Section 10: Employees represented by AFSCME, Local 113, and Snohomish County Construction Crafts receiving promotions will advance to the same step in the higher classification pay range or shall be assured of a minimum increase equal to one step in the employee's previous classification, whichever is less.

Section 11: Employees represented by Everett Firefighters Local 46 shall have 3% added to base salary while meeting HAZMAT and Rescue Technician standards and serving as a member of either team.

Section 12: Upon demotion, an employee shall be paid either at the step in the lower pay range which is the amount equal to the amount s/he had been at in the higher classification or at the highest step of the lower classification if all of the steps in the lower range are below the step the employee has been at in the higher classification.

Section 13: All employees, except Library pages and those who are members of the Amalgamated Transit Union, Local 883, who are paid on an hourly basis as hereinafter or herein set forth shall be considered day laborers as defined by the City Charter governing civil service.

Section 14: The addition of new classification(s) within salary ranges may be made by Council resolution during the life of this ordinance.

Section 15: Any and all ordinances in conflict herewith of the City of Everett and all amendments thereto be and the same, are hereby repealed.

Section 16: The effective date of this ordinance shall be January 1, 2017.

Footnotes:

1 Plant/Pump Maintenance Mechanic and Water Service Technician: Positions assigned to cross-connection responsibilities and possessing a state certification = 5% above salary

2 Fire Captain - 3% added to base salary while assigned as Station Captain

3 Firefighter/Paramedic classification - 3% added to base salary while assigned as Lead Paramedic

4 Employees represented by AFSCME Local 113 who were hired prior to 8/1/96 in the following classifications shall continue to be compensated at the range listed below:

RANGE NO.	JOB TITLE
01-011	Parking Enforcement Officer
01-014	Police Specialist
01-017	Recreation Supervisor
01-018	Equipment Mechanic
01-020	Electrician

5 Transit Operators hired in the classification prior to 1/1/99

*Non-exempt in accordance with Fair Labor Standards Act

Ray Stephanson, Mayor

Sharon Fuller, City Clerk

Date Passed:
Date Valid:
Date Published:

RESOLUTION NO._____

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

That the claims against the City of Everett for the period November 12, 2016 through November 18, 2016 having been audited and approved, have been paid and the disbursements have been made against the proper funds in payment thereof, as follows:

Fund	Department	Amount
001	City Council	339.80
002	General Government	92,826.68
003	Legal	13,769.36
004	Administration	3,333.33
005	Municipal Court	405.00
007	Human Resources	333.77
009	Misc Financial Funds	218,995.53
024	Public Works-Engineering	4,587.61
026	Animal Shelter	2,053.16
027	Senior Center	164.00
031	Police	1,371.89
032	Fire	7,309.17
038	Facilities/Maintenance	6,646.04
	TOTAL GENERAL FUND	**352,135.34**

Fund	Department	Amount
101	Parks & Recreation	86,820.11
110	Library	20,749.62
112	Community Theater	9,597.77
120	Public Works-Streets	14,719.67
126	MV-Equipment Replacement Reser	121,343.16
138	Hotel/Motel Tax	1,023.75
145	Real Property Acquisition	12.89
146	Property Management	1,992.90
149	Senior Center Reserve	90.00
152	Cum Reserve-Library	1,875.79
153	Emergency Medical Services	47,841.95
156	Criminal Justice	5,351.02
197	CHIP Loan Program	70,000.00
303	PW Improvement Projects	700,400.86
308	Riverfront Development	102,945.49
336	Water & Sewer Sys Improv Project	535,419.96
338	Solid Waste Improvements	51,447.74
354	Parks Capital Construction	2,882.88
401	Public Works-Utilities	587,396.55
425	Public Works-Transit	13,670.94
440	Golf	11,611.69
501	MVD-Transportation Services	155,161.01
503	Self-Insurance	167,780.80
637	Police Pension	365.40
638	Fire Pension	10,402.80
661	Claims	47,172.05

TOTAL CLAIMS **3,120,212.14**

Passed and approved this _____day of _____ , 2016.

_____
Councilperson Introducing Resolution

_____
Council President

RESOLUTION NO. _____

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

That the payroll of the employees of the City of Everett as of November 12, 2016, and checks issued November 18, 2016, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	10,565.76	$5,547.15
003	Legal	$58,454.00	19,895.85
004	Administration	52,861.82	14,269.21
005	Municipal Court	47,189.12	18,893.72
007	Personnel	46,969.03	17,376.18
010	Finance	54,000.42	20,238.74
015	Information Technology	51,247.69	19,419.87
021	Planning & Community Dev	42,805.72	14,107.20
022	Neighborhoods & Community Svcs	5,370.06	2,314.36
024	Public Works	154,106.62	58,472.33
026	Animal Shelter	37,756.42	13,207.33
027	Senior Center	11,599.70	4,129.77
031	Police	811,969.99	245,948.84
032	Fire	578,263.87	170,453.94
038	Facilities/Maintenance	70,171.54	30,746.91
101	Parks & Recreation	174,525.17	69,512.60
110	Library	117,379.92	40,818.51
112	Community Theatre	6,944.80	2,872.72
120	Street	60,046.08	26,094.93
153	Emergency Medical Services	166,944.27	47,145.18
197	CHIP	9,034.01	3,907.83
198	Community Dev Block	6,504.95	2,251.72
401	Utilities	636,058.01	253,092.41
425	Transit	376,286.03	155,677.67
440	Golf	25,926.86	9,423.14
501	Equip Rental	65,201.48	27,090.43
507	Telecommunications	10,713.64	4,182.35
		$3,688,896.98	$1,297,090.89

_____
Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2016.

_____
Council President

RESOLUTION NO. _____

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

That the claims made by electronic transfer against the City of Everett for the month October 1 through October 31, 2016, having been audited, be and the same are hereby approved, and the proper officers are hereby authorized and directed to charge claims made by electronic transfer against the proper funds in payment thereof, as follows:

Fund	Department	Amount
002	General Fund	$ 190,793.55
101	Park	48,756.36
110	Library	4,779.93
112	Community Theater	1,506.99
120	Streets	8,983.90
126	Moter Vehicle/Equip Repl	46.75
138	Hotel/Motel	1,076.26
145	ESCROQ	159.00
146	Parking Lot Reserve	6,003.08
148	Municipal Art Fund	1,529.79
149	Senior Center Reserve	1,451.21
151	Animal Reserve	7,105.30
152	Library Reserve	36.55
153	EMS	6,317.63
156	Criminal Justice	6,872.86
197	CHIP	38.97
210	General Obligation Bond Debt Serv	33,900.71
336	Water/Sewer System Imrpov	4,700.85
354	Parks Capital Construction	4,162.31
401	Utilities	317,970.94
402	Solid Waste Utility	6,247.78
425	Transit	21,957.31
430	Everpark Garage	3,036.60
440	Golf	132,151.65
501	Transportation Services	70,704.72
503	Self-Insurance Fund	847.87
505	Computer Reserve Fund	1,408.30
507	Telecom	14,031.69
508	Health Benefits Reserve	1,627,387.21
637	Police Pension	59,122.47
638	Fire Pension	95,809.48
661	Payroll Withholding	3,568,394.19
TOTAL CLAIMS BY ELECTRONIC TRANSFER		**$ 6,247,292.21**

_____
Councilmember Introducing Resolution

Passed and approved this _____ day of _____, 2016

_____
Council President

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Final Acceptance & Certification of Completion with Interwest Construction, Inc. for the Sewer System Replacement & Capacity Improvements, Sewer "M" Project

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

COUNCIL BILL #	
Originating Department	Public Works
Contact Person	Tom Fuchs
Phone Number	425-257-8931
FOR AGENDA OF	November 30, 2016
Initialed by:	
Department Head	
CAA	
Council President	

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
See attached Vicinity Map	Bid: November 12, 2014 Award: February 11, 2015 Change Order #2: March 23, 2016	Final Contract Voucher Certification, Certificate of Completion, Final Estimate & Vicinity Map	Public Works

Amount Budgeted	$11,500,000.00	Account Number: WO# UP 3470
Expenditure Required	-0-	
Budget Remaining	$101,740.21	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:
The general contractor, Interwest Construction, Inc. completed the Sewer System Replacement & Capacity Improvements, Sewer "M" Project in accordance with the plans and specifications and to the satisfaction of the Public Works Department.

The amounts paid to the contractor under this contract are as follows:

- Contract total paid to date exclusive of tax: $10,948,154.77
- Washington State sales tax paid to date: $450,105.02
- Total $11,398,259.79
- Bond was provided in lieu of retainage

RECOMMENDATION (Exact action requested of Council):
Accept the Sewer System Replacement & Capacity Improvements, Sewer "M" Project as complete and authorize the Mayor to sign the Certificate of Completion with Interwest Construction, Inc.

CITY OF EVERETT
FINAL CONTRACT VOUCHER CERTIFICATION

DATE: September 20, 2016
CONTRACTOR: Interwest Construction Inc.
PROJECT TITLE: Sewer System M Phase 1 Project
DATE WORK COMPLETE: July 8, 2016

ADDRESS: 609 North Hill Blvd.
CITY/STATE: Burlinton, WA 98233
WORK ORDER NO. UP-3470
FINAL AMOUNT: $10,948,154.77
Exclusive of State Sales Tax

CONTRACTOR'S CERTIFICATION

I, the undersigned, having first been duly sworn, certify that the attached bill is a proper charge for work performed and material furnished to the City of Everett, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant; that I have not rented or purchased any equipment or materials from any employee of the City; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Everett under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Everett from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.

X _____ X President
CONTRACTOR **TITLE**
Interwest Construction, Inc.

Subscribed and sworn to before me this 21st day of September, 2016

X Suzanne Kay Downing
Notary Public
in and for the State of Washington, residing at Bellingham

SUZANNE KAY DOWNING NOTARY PUBLIC STATE OF WASHINGTON MY COMMISSION EXPIRES JUNE 16, 2020

PUBLIC WORKS DEPARTMENT CERTIFICATION

I Certify the attached final estimate to be based upon actual measurements and to be true and correct.

APPROVED Date: 11/14/16

X Tom Fuchs
Construction Manager
Tom Fuchs

X _____
Public Works Director
Dave Davis

INSTRUCTIONS

The Affidavit of Wages Paid must be prepared by the prime contractor, all subcontractors, and all subcontractor's agents and forwarded with the Final Contract Voucher Certification.

Contractor's Claims, if any, must be included and the Contractor's Certification must be labeled indicating a claim attached.

CERTIFICATE OF COMPLETION

Project: Sewer System Replacement & Capacity Improvements Sewer "M"
Contractor: Interwest Construction Inc.

Work Order No. UP 3470

The above mentioned project was constructed per the plans and specifications and to the satisfaction of the Public Works Department.

The Contractor physically completed the project, within the time allowed in the contract.

It is recommended that the City accept this project as complete.

Recommended by:

Public Works Director
Dave Davis

11/14/16
Date

Approved by:

Mayor, City of Everett
Ray Stephanson

Date

Attest: _____
City Clerk
Sharon Fuller

APPROVED AS TO FORM

_____

By: _____
Jim Iles, City Attorney

_____
Date

Run Date: 9/14/2016
Time: 10:55 AM

Project: 324
SEWER "M" REPLACEMENT & CAPACITY IMPROVEMENTS
WO 3470A BID: $4,917,593.68
TOTAL BID: $10,975,189.68

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3470A
Estimate #19

Cutoff Date: 8/26/2016

Contractor: INTERWEST CONSTRUCTION
609 NORTH HILL BOULEVARD

BURLINGTON, WA 98233

	Total Amt	Previous Amt	Present Amt
Contract Totals to Date	$4,892,445.78	$4,891,310.41	$1,135.37
Retained Amounts	$0.00	$0.00	$0.00
State Tax Amounts	$450,105.02	$450,000.57	$104.45
Amounts Paid	$5,342,550.80	$5,341,310.98	
Amount to be Paid This Estimate			$1,239.82

Checked By _____ ***Date*** 9/15/16

Recommended By _____ ***Date*** 9/15/16

Public Works Director _____ ***Date*** 9/15/16

FINAL

Retainage not withheld
per Retainage Bond
106215913

Work Order Number: 3470A

Run Date: 9/14/2016
Time: 10:55 AM

Project: 324
SEWER "M" REPLACEMENT & CAPACITY IMPROVEMENTS
WO 3470A BID: $4,917,593.68
TOTAL BID: $10,975,189.68

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3470A
Estimate #19

Cutoff Date: 8/26/2016

Contractor: INTERWEST CONSTRUCTION
609 NORTH HILL BOULEVARD
BURLINGTON, WA 98233

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0001	Surveying	LS	21,800.00	1.00	1.0000	1.0000	0.0000	21,800.00	21,800.00	0.00
0002	Contractor's Liaison	LS	66,675.00	1.00	1.0000	1.0000	0.0000	66,675.00	66,675.00	0.00
0003	Mobilization	LS	371,000.00	1.00	1.0000	1.0000	0.0000	371,000.00	371,000.00	0.00
0004	Traffic Control Labor	HR	54.00	1,664.00	6,367.2500	6,367.2500	0.0000	343,831.50	343,831.50	0.00
0005	Maintain & Protect Traffic Control	LS	62,200.00	1.00	1.0000	1.0000	0.0000	62,200.00	62,200.00	0.00
0006	Temp. Sedimentation & Erosion Control	LS	36,150.00	1.00	1.0000	1.0000	0.0000	36,150.00	36,150.00	0.00
0007	Street Cleaning/Sweeping	HR	160.00	218.00	222.5000	222.5000	0.0000	35,600.00	35,600.00	0.00
0008	Sawcut Pavement, Final Cut to 6" Thick	LF	2.00	3,340.00	5,183.0000	5,183.0000	0.0000	10,366.00	10,366.00	0.00
0009	Sawcut Pavement, Final Cut, Additional 1" Thick	LF	2.00	3,150.00	13,054.0000	13,054.0000	0.0000	26,108.00	26,108.00	0.00
0010	Grinding/Planing Bituminous Pavement	SY	3.50	2,360.00	3,706.2000	3,706.2000	0.0000	12,971.70	12,971.70	0.00
0011	Trench Excavation Safety Systems	LS	21,200.00	1.00	1.0000	1.0000	0.0000	21,200.00	21,200.00	0.00
0012	Roadway Excavation Including Haul	CY	44.50	4,190.00	4,475.7500	4,475.7500	0.0000	199,170.88	199,170.88	0.00
0013	Construction Geotextile	SY	2.50	3,150.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0014	Foundation Material	TN	61.00	1,940.00	86.8900	86.8900	0.0000	5,300.29	5,300.29	0.00
0015	Roadway Treated Asphalt Base	TN	72.00	4,200.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0016	Crushed Surfacing Top Course	TN	44.00	170.00	807.4900	807.4900	0.0000	35,529.56	35,529.56	0.00
0017	Crushed Surfacing Base Course	TN	22.00	9,329.00	17,611.0400	17,611.0400	0.0000	387,442.88	387,442.88	0.00
0018	Gravel Borrow, Including Haul	TN	21.00	17,187.00	24,699.2400	24,699.2400	0.0000	518,684.04	518,684.04	0.00
0019	Controlled Density Fill (CDF)	CY	120.00	75.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0020	Cement Concrete Pavement, Road Panels	CY	200.00	240.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0021	Temporary Pavement Patch	TN	175.00	215.00	253.9100	253.9100	0.0000	44,434.25	44,434.25	0.00
0022	Asphalt Class B/HMA 1/2" PG 64-22	TN	77.00	3,080.00	4,089.8300	4,087.8300	2.0000	314,916.91	314,762.91	154.00
0023	Concrete Pavement	CY	500.00	6.00	50.1600	50.1600	0.0000	25,080.00	25,080.00	0.00
0024	Manhole 48-Inch, Type1	EA	4,500.00	20.00	26.0000	26.0000	0.0000	117,000.00	117,000.00	0.00
0025	Manhole 54-Inch, Type 1	EA	5,550.00	1.00	1.0000	1.0000	0.0000	5,550.00	5,550.00	0.00
0026	Manhole 60-Inch, Type 1	EA	8,700.00	15.00	15.0000	15.0000	0.0000	130,500.00	130,500.00	0.00

Run Date: 9/14/2016
Time: 10:55 AM

Project: 324
SEWER "M" REPLACEMENT & CAPACITY IMPROVEMENTS
WO 3470A BID: $4,917,593.68
TOTAL BID: $10,975,189.68

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3470A
Estimate #19

Cutoff Date: 8/26/2016

Contractor: INTERWEST CONSTRUCTION
609 NORTH HILL BOULEVARD
BURLINGTON, WA 98233

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0027	Manhole, Additional Height, 48" Dia. Type 1	LF	300.00	22.00	22.0000	22.0000	0.0000	6,600.00	6,600.00	0.00
0028	Manhole Additional Height, 60" Dia, Type 1	LF	400.00	40.00	31.0000	31.0000	0.0000	12,400.00	12,400.00	0.00
0029	Drop Manhole Connection	EA	3,700.00	2.00	2.0000	2.0000	0.0000	7,400.00	7,400.00	0.00
0030	Combined Sewer Pipe, 8 Inch Dia.	LF	49.00	3,867.00	3,866.0000	3,866.0000	0.0000	189,434.00	189,434.00	0.00
0031	Combined Sewer Pipe, 10 Inch Dia.	LF	55.00	1,403.00	924.0000	924.0000	0.0000	50,820.00	50,820.00	0.00
0032	Combined Sewer Pipe 12 Inch Dia.	LF	59.00	1,479.00	1,958.0000	1,958.0000	0.0000	115,522.00	115,522.00	0.00
0033	Combined Sewer Pipe 18 Inch Dia.	LF	105.00	482.00	482.0000	482.0000	0.0000	50,610.00	50,610.00	0.00
0034	Combined Sewer Pipe 21 Inch Dia.	LF	127.00	995.00	1,004.0000	1,004.0000	0.0000	127,508.00	127,508.00	0.00
0035	Combined Sewer Pipe 24 Inch Dia.	LF	116.00	895.00	1,164.0000	1,164.0000	0.0000	135,024.00	135,024.00	0.00
0036	Combined Sewer Pipe 30 Inch Dia.	LF	205.00	587.00	588.5000	588.5000	0.0000	120,642.50	120,642.50	0.00
0037	Side Sewer Connection	EA	870.00	266.00	257.0000	257.0000	0.0000	223,590.00	223,590.00	0.00
0038	Gate Valve, 8" Dia.	EA	2,700.00	1.00	2.0000	2.0000	0.0000	5,400.00	5,400.00	0.00
0039	Gate Valve, 12" Dia.	EA	2,700.00	2.00	1.0000	1.0000	0.0000	2,700.00	2,700.00	0.00
0040	Gate Valve Flap, 18" Dia.	EA	5,800.00	1.00	1.0000	1.0000	0.0000	5,800.00	5,800.00	0.00
0041	CSO Weir Structure	LS	73,000.00	1.00	1.0000	1.0000	0.0000	73,000.00	73,000.00	0.00
0042	Restrained Joint DIP, for 12" Sanitary Sewer FM	LF	136.00	188.00	264.0000	264.0000	0.0000	35,904.00	35,904.00	0.00
0043	Connect to Existing Water Main	EA	2,000.00	8.00	6.0000	6.0000	0.0000	12,000.00	12,000.00	0.00
0044	Replace Existing Water Service	EA	1,700.00	3.00	7.0000	7.0000	0.0000	11,900.00	11,900.00	0.00
0045	Restrained Joint DIP, for 8" Water Main	LF	115.00	280.00	280.0000	280.0000	0.0000	32,200.00	32,200.00	0.00
0046	Restrained Joint DIP, for 12" Water Main	LF	650.00	2.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0047	Asphalt Curb, Extruded	LF	10.50	570.00	304.0000	304.0000	0.0000	3,192.00	3,192.00	0.00
0048	Asphalt Curb, Wedge	LF	8.00	390.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0049	Concrete Curb, Type E-1	LF	22.00	1,500.00	1,805.0000	1,805.0000	0.0000	39,710.00	39,710.00	0.00
0050	Cement Concrete Driveway Entrance, Type 1	SY	60.00	11.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0051	Cement Concrete Driveway Entrance, Type 3	SY	55.00	461.00	1,347.4000	1,347.4000	0.0000	74,107.00	74,107.00	0.00
0052	Cement Concrete Sidewalk, 4" Thick	SY	48.00	840.00	544.1000	544.1000	0.0000	26,116.80	26,116.80	0.00

Run Date: 9/14/2016
Time: 10:55 AM

Project: 324
SEWER "M" REPLACEMENT & CAPACITY IMPROVEMENTS
WO 3470A BID: $4,917,593.68
TOTAL BID: $10,975,189.68

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3470A
Estimate #19

Cutoff Date: 8/26/2016

Contractor: INTERWEST CONSTRUCTION
609 NORTH HILL BOULEVARD
BURLINGTON, WA 98233

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0053	Concrete Perpendicular Curb Ramp	EA	1,510.00	10.00	4.0000	4.0000	0.0000	6,040.00	6,040.00	0.00
0054	Concrete Single Directional Curb Ramp	EA	1,510.00	3.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0055	Concrete Parallel Curb Ramp	EA	2,050.00	6.00	4.0000	4.0000	0.0000	8,200.00	8,200.00	0.00
0056	Pavement Marking	LS	15,000.00	1.00	1.0000	1.0000	0.0000	15,000.00	15,000.00	0.00
0057	Grass Seed and Topsoil, Type A	SY	17.00	1,650.00	2,814.0000	2,814.0000	0.0000	47,838.00	47,838.00	0.00
0058	Electrical System, Duct Bank	LF	60.00	2,000.00	2,000.0000	2,000.0000	0.0000	120,000.00	120,000.00	0.00
0059	Elect. Sys., Remainder of Electrical Work	LS	12,000.00	1.00	1.0000	1.0000	0.0000	12,000.00	12,000.00	0.00
0060	Force Account	FA	1.00	250,000.00	112,925.7800	111,944.4100	981.3700	112,925.78	111,944.41	981.37
0061	HDPE Pipe for Sanitary Sewer Main, 12" Dia.	LF	70.00	480.00	480.0000	480.0000	0.0000	33,600.00	33,600.00	0.00
0062	Restrained Joint Dip for Water Main, 12-Inch Dia.	LF	150.00	270.00	280.0000	280.0000	0.0000	42,000.00	42,000.00	0.00
0063	CSMH-1A 72 Inch dia. Type 2	LS	15,700.00	1.00	1.0000	1.0000	0.0000	15,700.00	15,700.00	0.00
0064	CSMH-1C 72 Inch dia. Type 2	LS	10,456.00	1.00	1.0000	1.0000	0.0000	10,456.00	10,456.00	0.00
0065	Credit - Delete CDF in Elect. Trench Backfill	LS	-18,500.00	1.00	1.0000	1.0000	0.0000	-18,500.00	-18,500.00	0.00
0066	Credit - Trench Dam Redesign	LS	-8,375.00	1.00	1.0000	1.0000	0.0000	-8,375.00	-8,375.00	0.00
0070	Surveying	LS	3,270.00	1.00	1.0000	1.0000	0.0000	3,270.00	3,270.00	0.00
0071	Contractor Liaison	LS	10,000.00	1.00	1.0000	1.0000	0.0000	10,000.00	10,000.00	0.00
0072	Mobilization	LS	47,150.00	1.00	1.0000	1.0000	0.0000	47,150.00	47,150.00	0.00
0073	Maintain & Protect Traffic Control	LS	9,330.00	1.00	1.0000	1.0000	0.0000	9,330.00	9,330.00	0.00
0074	Temporary Sedimentation & Erosion Control	LS	5,423.00	1.00	1.0000	1.0000	0.0000	5,423.00	5,423.00	0.00
0075	Trench Excavation Safety Systems	LS	3,180.00	1.00	1.0000	1.0000	0.0000	3,180.00	3,180.00	0.00
0076	Pavement Markings	LS	2,250.00	1.00	1.0000	1.0000	0.0000	2,250.00	2,250.00	0.00
0077	Combined Sewer Pipe, 8-Inch Diameter	LF	96.64	999.00	999.0000	999.0000	0.0000	96,543.36	96,543.36	0.00
0078	Combined Sewer Pipe, 12-Inch Diameter	LF	121.54	658.00	658.0000	658.0000	0.0000	79,973.32	79,973.32	0.00
0079	Side Sewer Connection	EA	1,570.00	46.00	45.0000	45.0000	0.0000	70,650.00	70,650.00	0.00
0080	Cement Concrete 6-inch Under Asphalt Pavement	CY	200.00	150.00	73.5000	73.5000	0.0000	14,700.00	14,700.00	0.00

Run Date: 9/14/2016
Time: 10:55 AM

Project: 324
SEWER "M" REPLACEMENT & CAPACITY IMPROVEMENTS
WO 3470A BID: $4,917,593.68
TOTAL BID: $10,975,189.68

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3470A
Estimate #19

Cutoff Date: 8/26/2016

Contractor: INTERWEST CONSTRUCTION
609 NORTH HILL BOULEVARD

BURLINGTON, WA 98233

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
						Work Order Totals:		4,892,445.77	4,891,310.40	1,135.37

Run Date: 9/14/2016
Time: 10:57 AM

Project: 324
SEWER "M" REPLACEMENT & CAPACITY IMPROVEMENTS
WO 3470B BID: $6,057,596.00
TOTAL BID: $10,975,189.68

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3470B
Estimate #19

Cutoff Date: 8/26/2016

Contractor: INTERWEST CONSTRUCTION
609 NORTH HILL BOULEVARD

BURLINGTON, WA 98233

	Total Amt	Previous Amt	Present Amt
Contract Totals to Date	$6,055,708.99	$6,055,708.00	$0.00
Retained Amounts	$0.00	$0.00	$0.00
State Tax Amounts	$0.00	$0.00	$0.00
Amounts Paid	$6,055,708.99	$6,055,708.00	
Amount to be Paid This Estimate			$0.00

Checked By _____ *Date* 9/15/16

Recommended By Tom Fucho _____ *Date* 9/15/16

Public Works Director _____ *Date* 9/16/16

FINAL

Retainage not withheld per Retainage Bond #106215913

Work Order Number: 3470B

Run Date: 9/14/2016
Time: 10:57 AM

Project: 324
SEWER "M" REPLACEMENT & CAPACITY IMPROVEMENTS
WO 3470B BID: $6,057,596.00
TOTAL BID: $10,975,189.68

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3470B
Estimate #19

Cutoff Date: 8/26/2016

Contractor: INTERWEST CONSTRUCTION
609 NORTH HILL BOULEVARD

BURLINGTON, WA 98233

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0001	Surveying	LS	32,700.00	1.00	1.0000	1.0000	0.0000	32,700.00	32,700.00	0.00
0002	Contractor's Liaison	LS	66,675.00	1.00	1.0000	1.0000	0.0000	66,675.00	66,675.00	0.00
0003	Mobilization	LS	371,000.00	1.00	1.0000	1.0000	0.0000	371,000.00	371,000.00	0.00
0004	Traffic Control Labor	HR	55.00	2,496.00	5,451.7500	5,451.7500	0.0000	299,846.25	299,846.25	0.00
0005	Maintain & Protect Traffic Control	LS	93,300.00	1.00	1.0000	1.0000	0.0000	93,300.00	93,300.00	0.00
0006	Temp Sedimentation & Erosion Control	LS	36,150.00	1.00	1.0000	1.0000	0.0000	36,150.00	36,150.00	0.00
0007	Street Cleaning & Sweeping	HR	160.00	328.00	210.7500	210.7500	0.0000	33,720.00	33,720.00	0.00
0008	Sawcut Pavement, Final Cut Joint to 6 Inch Thick	LF	2.00	15,300.00	18,308.0000	18,308.0000	0.0000	36,616.00	36,616.00	0.00
0009	Sawcut Pavement, Final Cut, Additional 1" Thick	LF	2.00	21,120.00	52,637.0000	52,637.0000	0.0000	105,274.00	105,274.00	0.00
0010	Grinding/Planing Bituminous	SY	3.50	14,430.00	23,984.2000	23,984.2000	0.0000	83,944.70	83,944.70	0.00
0011	Trench Excavation Safety Systems	LS	31,800.00	1.00	1.0000	1.0000	0.0000	31,800.00	31,800.00	0.00
0012	Roadway Excavation Including Haul	CY	44.50	4,190.00	4,423.5900	4,423.5900	0.0000	196,849.76	196,849.76	0.00
0013	Construction Geotextile	SY	2.50	660.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0014	Foundation Material	TN	62.00	410.00	17.3800	17.3800	0.0000	1,077.56	1,077.56	0.00
0015	Roadway Treated Asphalt Base	TN	77.00	1,820.00	1,571.5400	1,571.5400	0.0000	121,008.58	121,008.58	0.00
0016	Crushed Surfacing Top Course	TN	41.00	600.00	551.4800	551.4800	0.0000	22,610.68	22,610.68	0.00
0017	Crushed Surfacing Base Course	TN	23.00	11,368.00	12,348.4500	12,348.4500	0.0000	284,014.35	284,014.35	0.00
0018	Gravel Borrow, Including Haul	TN	21.00	16,634.00	14,161.2700	14,161.2700	0.0000	297,386.67	297,386.67	0.00
0019	Controlled Density Fill (CDF)	CY	130.00	75.00	27.0000	27.0000	0.0000	3,510.00	3,510.00	0.00
0020	Cement Concrete Pavement, Road Panels	CY	212.00	1,648.00	127.0000	127.0000	0.0000	26,924.00	26,924.00	0.00
0021	Temporary Pavement Patch	TN	175.00	1,495.00	332.0400	332.0400	0.0000	58,107.00	58,107.00	0.00
0022	Asphalt Class B/HMA 1/2" PG 64-22	TN	81.00	4,610.00	6,060.0700	6,060.0700	0.0000	490,865.67	490,865.67	0.00
0023	Concrete Pavement	CY	534.00	43.00	1,025.5000	1,025.5000	0.0000	547,617.00	547,617.00	0.00
0024	Ductile Iron Storm Drain Pipe, 8 Inch Dia.	LF	59.00	48.00	75.0000	75.0000	0.0000	4,425.00	4,425.00	0.00
0025	Ductile Iron Storm Drain Pipe, 12 Inch Dia.	LF	101.00	461.00	439.0000	439.0000	0.0000	44,339.00	44,339.00	0.00
0026	Storm Drain Pipe, 8 Inch Dia.	LF	55.00	138.00	286.0000	286.0000	0.0000	15,730.00	15,730.00	0.00

Run Date: 9/14/2016
Time: 10:57 AM

Project: 324
SEWER "M" REPLACEMENT & CAPACITY IMPROVEMENTS
WO 3470B BID: $6,057,596.00
TOTAL BID: $10,975,189.68

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3470B
Estimate #19

Cutoff Date: 8/26/2016

Contractor: INTERWEST CONSTRUCTION
609 NORTH HILL BOULEVARD

BURLINGTON, WA 98233

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0027	Storm Drain Pipe, 12 Inch Dia.	LF	39.00	8,130.00	8,257.0000	8,257.0000	0.0000	322,023.00	322,023.00	0.00
0028	Storm Drain Pipe, 15 Inch Dia.	LF	49.50	518.00	518.0000	518.0000	0.0000	25,641.00	25,641.00	0.00
0029	Storm Drain Pipe, 18 Inch Dia.	LF	51.00	1,055.00	1,619.0000	1,619.0000	0.0000	82,569.00	82,569.00	0.00
0030	Storm Drain Pipe, 21 Inch Dia.	LF	122.00	24.00	24.0000	24.0000	0.0000	2,928.00	2,928.00	0.00
0031	Storm Drain Pipe, 24 Inch Dia.	LF	63.00	2,814.00	2,808.0000	2,808.0000	0.0000	176,904.00	176,904.00	0.00
0032	Storm Drain Pipe, 30 Inch Dia.	LF	79.00	1,685.00	1,688.0000	1,688.0000	0.0000	133,352.00	133,352.00	0.00
0033	Storm Drain Pipe, 36 Inch Dia.	LF	94.00	1,059.00	1,063.0000	1,063.0000	0.0000	99,922.00	99,922.00	0.00
0034	Inlet	EA	1,415.00	111.00	120.0000	120.0000	0.0000	169,800.00	169,800.00	0.00
0035	Catch Basin, Type A	EA	1,600.00	12.00	14.0000	14.0000	0.0000	22,400.00	22,400.00	0.00
0036	Catch Basin, Type B	EA	1,700.00	5.00	9.0000	9.0000	0.0000	15,300.00	15,300.00	0.00
0037	Catch Basin, Type 2, 48 Inch Dia.	EA	4,250.00	45.00	49.0000	49.0000	0.0000	208,250.00	208,250.00	0.00
0038	Catch Basin, Type 2, 54 Inch Dia.	EA	4,800.00	6.00	8.0000	8.0000	0.0000	38,400.00	38,400.00	0.00
0039	Catch Basin, Type 2, 60 Inch Dia.	EA	7,880.00	19.00	18.0000	18.0000	0.0000	141,840.00	141,840.00	0.00
0040	Catch Basin, Type 2, 72 Inch Dia.	EA	10,800.00	1.00	1.0000	1.0000	0.0000	10,800.00	10,800.00	0.00
0041	Catch Basin, Type 2, Addtnl Height, 48" Dia.	LF	300.00	40.00	40.0000	40.0000	0.0000	12,000.00	12,000.00	0.00
0042	Catch Basin, Type 2, Addtnl Height, 54" Dia.	LF	500.00	4.00	4.0000	4.0000	0.0000	2,000.00	2,000.00	0.00
0043	Catch Basin, Type 2, Addtnl Height 60" Dia.	LF	520.00	26.00	26.0000	26.0000	0.0000	13,520.00	13,520.00	0.00
0044	Catch Basin, Type 2, Addtnl Height, 72" Dia.	LF	650.00	2.00	2.0000	2.0000	0.0000	1,300.00	1,300.00	0.00
0045	Storm Drain Control Structure	LS	72,000.00	1.00	1.0000	1.0000	0.0000	72,000.00	72,000.00	0.00
0046	Manhole, Type 1, 48 Inch Dia.	EA	5,500.00	1.00	1.0000	1.0000	0.0000	5,500.00	5,500.00	0.00
0047	Manhole, Type 1, 54 Inch Dia.	EA	8,000.00	1.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0048	Manhole, Type 1, 60 Inch Dia.	EA	9,800.00	5.00	6.0000	6.0000	0.0000	58,800.00	58,800.00	0.00
0049	Manhole, Type 2, 72 Inch Dia.	EA	12,100.00	1.00	1.0000	1.0000	0.0000	12,100.00	12,100.00	0.00
0050	Manhole, Type 2, Addtnl Height, 72 Inch Dia.	LF	450.00	12.00	12.0000	12.0000	0.0000	5,400.00	5,400.00	0.00
0051	Gate Valve Flap, 21 Inch Dia.	EA	6,600.00	1.00	1.0000	1.0000	0.0000	6,600.00	6,600.00	0.00
0052	Asphalt Extruded Curb	LF	10.00	1,140.00	1,000.0000	1,000.0000	0.0000	10,000.00	10,000.00	0.00
0053	Asphalt Wedge Curb	LF	15.00	20.00	0.0000	0.0000	0.0000	0.00	0.00	0.00

Run Date: 9/14/2016
Time: 10:57 AM

Project: 324
SEWER "M" REPLACEMENT & CAPACITY IMPROVEMENTS
WO 3470B BID: $6,057,596.00
TOTAL BID: $10,975,189.68

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3470B
Estimate #19

Cutoff Date: 8/26/2016

Contractor: INTERWEST CONSTRUCTION
609 NORTH HILL BOULEVARD
BURLINGTON, WA 98233

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0054	Concrete Curb, Type E-1	LF	22.00	11,130.00	13,251.5000	13,251.5000	0.0000	291,533.00	291,533.00	0.00
0055	Cement Concrete Driveway Entrance, Type 1	SY	55.00	95.00	124.8000	124.8000	0.0000	6,864.00	6,864.00	0.00
0056	Cement Concrete Driveway Entrance, Type 3	SY	55.00	1,678.00	650.8000	650.8000	0.0000	35,794.00	35,794.00	0.00
0057	Cement Concrete Side- walk, 4 Inch Thick	SY	48.00	2,980.00	3,966.4000	3,966.4000	0.0000	190,387.20	190,387.20	0.00
0058	Concrete Perpendicular Curb Ramp	EA	1,510.00	42.00	52.0000	52.0000	0.0000	78,520.00	78,520.00	0.00
0059	Concrete Single Direct- ional Curb Ramp	EA	1,510.00	6.00	13.0000	13.0000	0.0000	19,630.00	19,630.00	0.00
0060	Concrete Parallel Curb Ramp	EA	2,050.00	25.00	26.0000	26.0000	0.0000	53,300.00	53,300.00	0.00
0061	Survey Monuments	EA	1,100.00	25.00	19.0000	19.0000	0.0000	20,900.00	20,900.00	0.00
0062	Pavement Marking	LS	5,000.00	1.00	1.0000	1.0000	0.0000	5,000.00	5,000.00	0.00
0063	Grass Seed & Topsoil Type A	SY	18.00	8,200.00	9,396.0000	9,396.0000	0.0000	169,128.00	169,128.00	0.00
0064	Storm Drainage Conn- ection to SMH Q13	LS	46,000.00	1.00	1.0000	1.0000	0.0000	46,000.00	46,000.00	0.00
0065	Force Account	FA	1.00	250,000.00	65,964.5700	65,964.5700	0.0000	65,964.57	65,964.57	0.00
0066	84-Inch Diameter Type 3 Manhole	LS	16,885.00	1.00	1.0000	1.0000	0.0000	16,885.00	16,885.00	0.00
0070	Surveying	LS	4,905.00	1.00	1.0000	1.0000	0.0000	4,905.00	4,905.00	0.00
0071	Contractor Liaison	LS	10,000.00	1.00	1.0000	1.0000	0.0000	10,000.00	10,000.00	0.00
0072	Mobilization	LS	27,500.00	1.00	1.0000	1.0000	0.0000	27,500.00	27,500.00	0.00
0073	Maintain & Protect Traffic Control	LS	13,995.00	1.00	1.0000	1.0000	0.0000	13,995.00	13,995.00	0.00
0074	Temporary Sedimentation & Erosion Control	LS	5,423.00	1.00	1.0000	1.0000	0.0000	5,423.00	5,423.00	0.00
0075	Trench Excavation Safety Systems	LS	4,770.00	1.00	1.0000	1.0000	0.0000	4,770.00	4,770.00	0.00
0076	48-Inch Type 3 Manhole	EA	6,578.00	1.00	1.0000	1.0000	0.0000	6,578.00	6,578.00	0.00
0077	Additional Height 60-Inch Type 3 Manhole	LF	461.50	8.00	8.0000	8.0000	0.0000	3,692.00	3,692.00	0.00
0078	Cement Concrete 6-Inch Under Asphalt Pavement	CY	200.00	150.00	120.5000	120.5000	0.0000	24,100.00	24,100.00	0.00
							Work Order Totals:	6,055,708.99	6,055,708.99	0.00

TY OF EVERET
LIC WORKS DEPARTMEN

VER SYSTEM REPLACEMENT AN
CAPACITY IMPROVEMENT
SEWER "M" PROJECT

CONSTRUCTION W.O. UP 3470

VOLUME 2 DRAWINGS

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RICHARD ANDERS
RON GIPSON
BRENDA STONECIF

RECOMMENI

PROJECT ENGINEER
DAVE VOIGT, P.E.

MAINTENANCE SUPERINT
MARK SADLER, P.E.

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ENGINEERING SUPERINTI
JIM W. MILLER, P.E.

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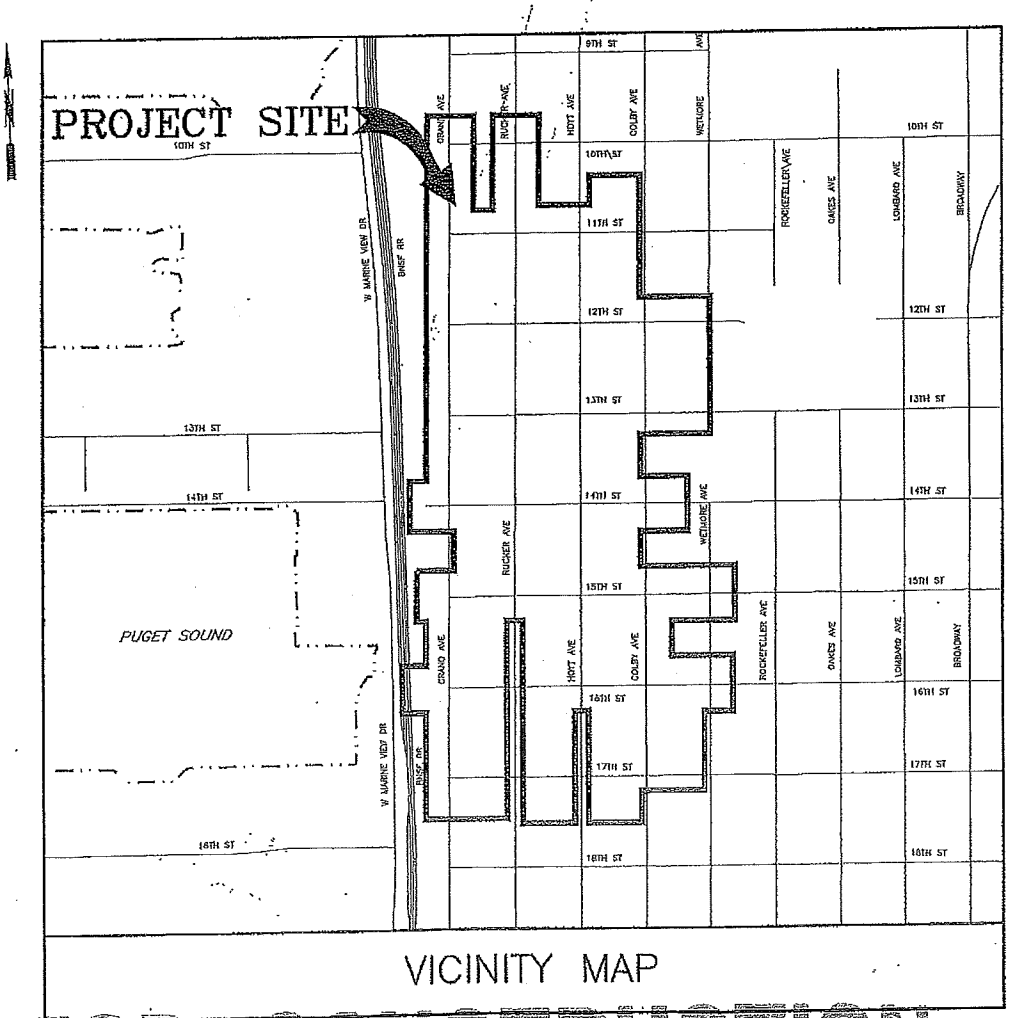


VICINITY MAP

FOR CONSTRUCTION

2-9-15

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Certification of Completion for the Broadway Bridge Project with Interwest Construction, Inc.

_____	Briefing	COUNCIL BILL #	
_____	Proposed Action	Originating Department	Public Works
_____	Consent	Contact Person	Tom Fuchs
_____	Action	Phone Number	425-257-8931
_____	First Reading	FOR AGENDA OF	November 30, 2016
_____	Second Reading		
_____	Third Reading		
_____	Public Hearing	Initialed by:	
_____	Budget Advisory	Department Head	
		CAA	
		Council President	

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
Broadway Avenue & Hewitt Avenue	6/11/2014 Bid 10/1/2014 Award 11/19/2016 PSA with MTC for Materials Testing	Final Contract Voucher Certification, Certificate of Completion, Final Contract Estimate Voucher, Location Map	Public Works

Amount Budgeted	$7,958,188.85	Account Number: WO# PW 3395
Expenditure Required	$7,800,022.66	
Budget Remaining	$158,166.19	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:
The Broadway Bridge Project includes demolition, bridge construction, roadway approaches, signal improvements, sidewalk accessibility improvements and illumination.

The general contractor, Interwest Construction, Inc. completed the Broadway Bridge Project in accordance with the plans and specifications and to the satisfaction of the Public Works Department.

Original Contract Amount:	$7,685,423.50
Change Orders 1-7:	$272,765.35
Total Contract Amount:	$7,958,188.85
Total paid to date:	$7,800,022.66

RECOMMENDATION (Exact action requested of Council):
Accept the Broadway Bridge Project as complete and authorize the Mayor to sign the Certificate of Completion with Interwest Construction, Inc.

CITY OF EVERETT
FINAL CONTRACT VOUCHER CERTIFICATION

DATE: September 8, 2016
CONTRACTOR: Interwest Construction
PROJECT TITLE: Broadway Bridge Replacement
DATE WORK COMPLETE: April 15, 2016

ADDRESS: 609 North Hill BLVD
CITY/STATE: Burlington, WA 98233
WORK ORDER NO. PW3395
FINAL AMOUNT: $7,800,022.66
Exclusive of State Sales Tax

CONTRACTOR'S CERTIFICATION

I, the undersigned, having first been duly sworn, certify that the attached bill is a proper charge for work performed and material furnished to the City of Everett, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant; that I have not rented or purchased any equipment or materials from any employee of the City; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Everett under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Everett from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.

X _____ X President

CONTRACTOR **TITLE**

Interwest Construction

Subscribed and sworn to before me this 15th day of September, 2016

X _____
Notary Public

in and for the State of Washington, residing at Bellingham

SUZANNE KAY DOWNING NOTARY PUBLIC STATE OF WASHINGTON MY COMMISSION EXPIRES JUNE 16, 2020

PUBLIC WORKS DEPARTMENT CERTIFICATION

I Certify the attached final estimate to be based upon actual measurements and to be true and correct.

APPROVED Date: 11/14/16

X _____
Construction Manager
Tom Fuchs

X _____
Public Works Director
Dave Davis

INSTRUCTIONS

The Affidavit of Wages Paid must be prepared by the prime contractor, all subcontractors, and all subcontractor's agents and forwarded with the Final Contract Voucher Certification.

Contractor's Claims, if any, must be included and the Contractor's Certification must be labeled indicating a claim attached.

CERTIFICATE OF COMPLETION

Project: Broadway Bridge Replacement

Contractor: Interwest Construction, Inc.

Work Order No. PW 3395

The above mentioned project was constructed per the plans and specifications and to the satisfaction of the Public Works Department.

The Contractor physically completed the project, within the time allowed in the contract.

It is recommended that the City accept this project as complete.

Recommended by:

_____ _____

Public Works Director Date
Dave Davis

Approved by:

_____ _____

Mayor, City of Everett Date
Ray Stephanson

Attest: _____
City Clerk
Sharon Fuller

APPROVED AS TO FORM

_____

By: _____
Jim Iles, City Attorney

_____
Date

Run Date: 8/10/2016
Time: 9:29 AM

Project: 321
BROADWAY BRIDGE REPLACEMENT
WO 3395A BID: $852,100.00
TOTAL BID: $7,969,043.85

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3395A
Estimate #21

Cutoff Date: 7/29/2016

Contractor: INTERWEST CONSTRUCTION
609 NORTH HILL BOULEVARD
BURLINGTON, WA 98233

	Total Amt	Previous Amt	Present Amt
Contract Totals to Date	$837,120.56	$833,090.01	$4,030.55
Retained Amounts	$0.00	$0.00	$0.00
State Tax Amounts	$0.00	$0.00	$0.00
Amounts Paid	$837,120.56	$833,090.01	
Amount to be Paid This Estimate			$4,030.55

Checked By _____ *Date* 8-12-16

Recommended By _____ *Date* 8/12/16

Public Works Director _____ *Date* 8/15/16

FINAL

Work Order Number: 3395A

Run Date: 8/10/2016
Time: 9:29 AM

Project: 321
BROADWAY BRIDGE REPLACEMENT
WO 3395A BID: $852,100.00
TOTAL BID: $7,969,043.85

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3395A
Estimate #21

Cutoff Date: 7/29/2016

Contractor: INTERWEST CONSTRUCTION
609 NORTH HILL BOULEVARD
BURLINGTON, WA 98233

Item #	*Description*	*Units*	*Unit Price*	*Plan Quantity*	*Total Quantity*	*Previous Quantity*	*Present Quantity*	*Total Amount*	*Previous Amount*	*Present Amount*
0001	Mobilization	LS	705,000.00	1.00	1.0000	1.0000	0.0000	705,000.00	705,000.00	0.00
0002	SPCC Plan	LS	1,000.00	1.00	1.0000	1.0000	0.0000	1,000.00	1,000.00	0.00
0003	Type B Progress Schedule	LS	5,000.00	1.00	1.0000	1.0000	0.0000	5,000.00	5,000.00	0.00
0004	Training	HR	6.00	1,000.00	1,000.0000	1,000.0000	0.0000	6,000.00	6,000.00	0.00
0005	Existing Private Improvement Restorations	FA	1.00	10,000.00	29,457.7500	29,457.7500	0.0000	29,457.75	29,457.75	0.00
0006	Unexpected Site Changes	FA	1.00	15,000.00	22,707.3400	22,707.3400	0.0000	22,707.34	22,707.34	0.00
0007	Above Ground Conflicts	FA	1.00	40,000.00	9,260.2000	9,260.2000	0.0000	9,260.20	9,260.20	0.00
0008	Under Ground Conflicts	FA	1.00	40,000.00	36,576.0700	32,545.5200	4,030.5500	36,576.07	32,545.52	4,030.55
0009	Record Drawings	LS	5,000.00	1.00	1.0000	1.0000	0.0000	5,000.00	5,000.00	0.00
0010	No Trepassing Signs	EA	400.00	4.00	5.0000	5.0000	0.0000	2,000.00	2,000.00	0.00
0011	Health & Safety Plan	LS	8,500.00	1.00	1.0000	1.0000	0.0000	8,500.00	8,500.00	0.00
0012	Site Clean Up of Bio & Physical Hazards	FA	1.00	15,000.00	6,619.2000	6,619.2000	0.0000	6,619.20	6,619.20	0.00
0013	Incentive for Early Completion	FA	1.00	50,000.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
							Work Order Totals:	837,120.56	833,090.01	4,030.55

Run Date: 8/12/2016
Time: 10:48 AM

Project: 321
BROADWAY BRIDGE REPLACEMENT
WO 3395B BID: $2,018,182.82
TOTAL BID: $7,958,188.85

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3395B
Estimate #21

Cutoff Date: 7/29/2016

Contractor: INTERWEST CONSTRUCTION
609 NORTH HILL BOULEVARD
BURLINGTON, WA 98233

	Total Amt	Previous Amt	Present Amt
Contract Totals to Date	$1,889,850.21	$1,881,262.04	$8,588.17
Retained Amounts	$0.00	$0.00	$0.00
State Tax Amounts	$0.00	$0.00	$0.00
Amounts Paid	$1,889,850.21	$1,881,262.04	
Amount to be Paid This Estimate			$8,588.17

Checked By _____ ***Date*** 8-12-16

Recommended By _____ ***Date*** 8-12-16

Public Works Director _____ ***Date*** 8-15-16

FINAL

Work Order Number: 3395B

Run Date: 8/12/2016
Time: 10:48 AM

Project: 321
BROADWAY BRIDGE REPLACEMENT
WO 3395B BID: $2,018,182.82
TOTAL BID: $7,958,188.85

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3395B
Estimate #21

Cutoff Date: 7/29/2016

Contractor: INTERWEST CONSTRUCTION
609 NORTH HILL BOULEVARD
BURLINGTON, WA 98233

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0001	Temporary Traffic Control	LS	17,250.00	1.00	1.0000	1.0000	0.0000	17,250.00	17,250.00	0.00
0002	Traffic Control Supervisor	LS	112,900.00	1.00	1.0000	1.0000	0.0000	112,900.00	112,900.00	0.00
0003	Pedestrian Traffic Control	LS	14,500.00	1.00	1.0000	1.0000	0.0000	14,500.00	14,500.00	0.00
0004	Flaggers	HR	47.00	2,000.00	2,340.5000	2,340.5000	0.0000	110,003.50	110,003.50	0.00
0005	Other Traffic Control Labor	HR	44.00	2,300.00	282.0000	282.0000	0.0000	12,408.00	12,408.00	0.00
0006	Construction Liaison	LS	64,000.00	1.00	1.0000	1.0000	0.0000	64,000.00	64,000.00	0.00
0007	Uniformed Police Officer	FA	1.00	20,000.00	38,205.7600	38,205.7600	0.0000	38,205.76	38,205.76	0.00
0008	Construction Signs, Class A	LS	18,000.00	1.00	1.0000	1.0000	0.0000	18,000.00	18,000.00	0.00
0009	Additional Traffic Control Devices	FA	1.00	15,000.00	10,030.7100	10,030.7100	0.0000	10,030.71	10,030.71	0.00
0010	Portable Changeable Message Sign	EA	16,000.00	4.00	4.0000	4.0000	0.0000	64,000.00	64,000.00	0.00
0011	Type 3 Barricade	EA	950.00	14.00	16.0000	16.0000	0.0000	15,200.00	15,200.00	0.00
0012	Flexible Guide Post	EA	65.00	50.00	52.0000	52.0000	0.0000	3,380.00	3,380.00	0.00
0013	Temp Signal Mod Brdway @ Hewitt Ave.	LS	22,400.00	1.00	1.0000	1.0000	0.0000	22,400.00	22,400.00	0.00
0014	Temp Signal Mod Brdwy @ Everett Ave.	LS	13,000.00	1.00	1.0000	1.0000	0.0000	13,000.00	13,000.00	0.00
0015	Temp Signal Mod Everett Ave @ Cedar St.	LS	53,100.00	1.00	1.0000	1.0000	0.0000	53,100.00	53,100.00	0.00
0016	Temp Signal Mod Hewitt @ Cedar St.	LS	50,300.00	1.00	1.0000	1.0000	0.0000	50,300.00	50,300.00	0.00
0017	Paint Line	LF	0.50	9,370.00	16,074.0000	16,074.0000	0.0000	8,037.00	8,037.00	0.00
0018	Painted Wide Line	LF	0.50	2,270.00	2,940.0000	2,940.0000	0.0000	1,470.00	1,470.00	0.00
0019	Painted Traffic Arow	EA	95.00	28.00	48.0000	48.0000	0.0000	4,560.00	4,560.00	0.00
0020	Painted Traffic Letter	EA	28.00	92.00	112.0000	112.0000	0.0000	3,136.00	3,136.00	0.00
0021	Painted Crosswalk Line	SF	4.00	280.00	1,188.0000	1,188.0000	0.0000	4,752.00	4,752.00	0.00
0022	Painted Stop Line	LF	5.00	190.00	140.0000	140.0000	0.0000	700.00	700.00	0.00
0023	Removing Paint Line	LF	0.50	11,900.00	17,795.0000	17,795.0000	0.0000	8,897.50	8,897.50	0.00
0024	Removing Painted Traffic Marking	EA	28.00	120.00	97.0000	97.0000	0.0000	2,716.00	2,716.00	0.00
0025	Removing Plastic Line	LF	1.00	2,584.00	2,361.0000	2,361.0000	0.0000	2,361.00	2,361.00	0.00
0026	Removing Plastic Crosswalk Line	SF	3.50	560.00	1,166.0000	1,166.0000	0.0000	4,081.00	4,081.00	0.00
0027	Roadway Surveying	LS	28,000.00	1.00	1.0000	1.0000	0.0000	28,000.00	28,000.00	0.00

Run Date: 8/12/2016
Time: 10:48 AM

Project: 321
BROADWAY BRIDGE REPLACEMENT
WO 3395B BID: $2,018,182.82
TOTAL BID: $7,958,188.85

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3395B
Estimate #21

Cutoff Date: 7/29/2016

Contractor: INTERWEST CONSTRUCTION
609 NORTH HILL BOULEVARD
BURLINGTON, WA 98233

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0028	Clearing & Grubbing	LS	9,000.00	1.00	1.0000	1.0000	0.0000	9,000.00	9,000.00	0.00
0029	Removal of Structure & Obstruction	LS	23,500.00	1.00	1.0000	1.0000	0.0000	23,500.00	23,500.00	0.00
0030	Sawcutting	LF	10.00	543.00	1,379.0000	1,379.0000	0.0000	13,790.00	13,790.00	0.00
0031	Gravel Borrow, Incl. Haul	CY	26.00	3,840.00	4,226.2900	4,226.2900	0.0000	109,883.54	109,883.54	0.00
0032	Shoring/Extra Excavation Class B, Incl. Haul	SF	3.00	2,370.00	3,801.9200	3,801.9200	0.0000	11,405.76	11,405.76	0.00
0033	Crushed Surfacing Base Course	TN	30.00	1,880.00	2,650.0500	2,650.0500	0.0000	79,501.50	79,501.50	0.00
0034	Crushed Surfacing Top Course	TN	30.00	540.00	793.1300	793.1300	0.0000	23,793.90	23,793.90	0.00
0035	Planing Bituminous Asphalt	SY	8.00	620.00	606.1400	606.1400	0.0000	4,849.12	4,849.12	0.00
0036	HMA Class 1/2" PG 64-22	TN	94.00	1,910.00	1,867.9300	1,867.9300	0.0000	175,585.42	175,585.42	0.00
0037	Asphalt Cost Price Adjustment	FA	1.00	7,091.00	-10,898.7000	-10,898.7000	0.0000	-10,898.70	-10,898.70	0.00
0038	Concrete Class 3000 for Traffic Island	SY	80.00	40.00	41.5100	41.5100	0.0000	3,320.80	3,320.80	0.00
0039	Ductile Iron Storm Sewer Pipe, 12" Dia.	LF	110.00	73.00	68.5000	68.5000	0.0000	7,535.00	7,535.00	0.00
0040	Schedule A Storm Sewer Pipe, 12" Dia.	LF	75.50	576.00	567.0000	567.0000	0.0000	42,808.50	42,808.50	0.00
0041	Adjust Manhole	EA	1,000.00	2.00	2.0000	2.0000	0.0000	2,000.00	2,000.00	0.00
0042	Catch Basin Type A	EA	1,300.00	6.00	1.0000	1.0000	0.0000	1,300.00	1,300.00	0.00
0043	Catch Basin Type 2, 48" Dia.	EA	3,100.00	2.00	3.0000	3.0000	0.0000	9,300.00	9,300.00	0.00
0044	Catch Basin Type 2, 54" Dia.	EA	3,800.00	7.00	6.0000	6.0000	0.0000	22,800.00	22,800.00	0.00
0045	Gas Trap	EA	1,100.00	8.00	8.0000	8.0000	0.0000	8,800.00	8,800.00	0.00
0046	Manhole Frame & Cover	EA	500.00	2.00	2.0000	2.0000	0.0000	1,000.00	1,000.00	0.00
0047	Silt Fence	LF	6.00	430.00	192.0000	192.0000	0.0000	1,152.00	1,152.00	0.00
0048	Inlet Protection	EA	95.00	11.00	14.0000	14.0000	0.0000	1,330.00	1,330.00	0.00
0049	Erosion/Water Pollution Control	FA	1.00	100,000.00	16,428.7600	13,883.9800	2,544.7800	16,428.76	13,883.98	2,544.78
0050	ESC Lead, Per Day	DAY	85.00	180.00	4.0000	4.0000	0.0000	340.00	340.00	0.00
0051	High Visibility Fence	LF	8.00	310.00	256.0000	256.0000	0.0000	2,048.00	2,048.00	0.00
0052	Topsoil Type A	CY	60.00	30.00	30.0000	30.0000	0.0000	1,800.00	1,800.00	0.00
0053	Irrigation System	LS	16,700.00	1.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0054	Precast Dual Faced Floped Mountable Curb	LF	88.00	47.00	39.6000	39.6000	0.0000	3,484.80	3,484.80	0.00

Run Date: 8/12/2016
Time: 10:48 AM

Project: 321
BROADWAY BRIDGE REPLACEMENT
WO 3395B BID: $2,018,182.82
TOTAL BID: $7,958,188.85

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3395B
Estimate #21

Cutoff Date: 7/29/2016

Contractor: INTERWEST CONSTRUCTION
609 NORTH HILL BOULEVARD
BURLINGTON, WA 98233

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0055	Cem/Concrete Traffic Curb & Gutter, Type A-1	LF	23.50	1,010.00	1,000.0000	1,000.0000	0.0000	23,500.00	23,500.00	0.00
0056	Cem/Concrete Curb Type E-2	LF	27.00	337.00	197.3000	197.3000	0.0000	5,327.10	5,327.10	0.00
0057	Cem/Concrete Driveway Type 1	SY	92.00	27.00	84.3700	84.3700	0.0000	7,762.04	7,762.04	0.00
0058	Cem/Concrete Sidewalk	SY	44.00	1,050.00	1,272.7000	1,272.7000	0.0000	55,998.80	55,998.80	0.00
0059	Type A Thickened Edge for Sidewalk	LF	25.00	54.00	456.5000	456.5000	0.0000	11,412.50	11,412.50	0.00
0060	Cem/Concrete Curb Ramp, Type B	EA	1,300.00	10.00	10.0000	10.0000	0.0000	13,000.00	13,000.00	0.00
0061	Signal System - California Street	LS	270,000.00	1.00	0.9750	0.9750	0.0000	263,250.00	263,250.00	0.00
0062	Permanent Signing	LS	15,500.00	1.00	1.0000	1.0000	0.0000	15,500.00	15,500.00	0.00
0063	Plastic Line	LF	2.00	4,150.00	6,306.0000	6,306.0000	0.0000	12,612.00	12,612.00	0.00
0064	Profiled Plastic Line	LF	2.00	920.00	1,514.0000	1,514.0000	0.0000	3,028.00	3,028.00	0.00
0065	Plastic Wide Lane Line	LF	3.50	800.00	862.0000	862.0000	0.0000	3,017.00	3,017.00	0.00
0066	Plastic Traffic Arrow	EA	160.00	6.00	20.0000	20.0000	0.0000	3,200.00	3,200.00	0.00
0067	Plastic Crosswalk Line	SF	6.50	1,570.00	2,230.0000	2,230.0000	0.0000	14,495.00	14,495.00	0.00
0068	Plastic Stop Line	LF	10.00	146.00	257.0000	257.0000	0.0000	2,570.00	2,570.00	0.00
0069	Plastic Bicycle Lane Symbol	EA	330.00	2.00	2.0000	2.0000	0.0000	660.00	660.00	0.00
0070	Plastic Bicycle Detection Marking	EA	335.00	2.00	2.0000	2.0000	0.0000	670.00	670.00	0.00
0071	Embedded Street Name	EA	700.00	8.00	12.0000	12.0000	0.0000	8,400.00	8,400.00	0.00
0072	Removing Cem/Concrete Sidewalk	SY	5.50	1,529.00	1,055.8000	1,055.8000	0.0000	5,806.90	5,806.90	0.00
0073	Removing Cem/Concrete Curb & Gutter	LF	3.00	980.00	1,025.7000	1,025.7000	0.0000	3,077.10	3,077.10	0.00
0074	Removing Asphalt Concrete Pavement	SY	6.00	3,683.00	4,075.0400	4,075.0400	0.0000	24,450.24	24,450.24	0.00
0075	Unsuitable Foundation Excavation Incl. Haul	CY	52.00	500.00	13.8400	13.8400	0.0000	719.68	719.68	0.00
0076	Structure Excavation Class B, Incl. Haul	CY	28.00	520.00	611.2000	611.2000	0.0000	17,113.60	17,113.60	0.00
0077	Connection to Drainage System	EA	1,300.00	8.00	7.0000	7.0000	0.0000	9,100.00	9,100.00	0.00
0078	Unexpected Site Changes	FA	1.00	5,000.00	21,981.2200	21,782.8300	198.3900	21,981.22	21,782.83	198.39
0079	PSIPE Rhododendron "PJM", 21" Ht. Min.	EA	250.00	4.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0080	PSIPE Prunus Okame Cherry, 2 1/2" Caliper	EA	250.00	1.00	1.0000	1.0000	0.0000	250.00	250.00	0.00
0081	PSIPE Acer P. Jap. Maple, 5' Min.	EA	250.00	3.00	3.0000	3.0000	0.0000	750.00	750.00	0.00

Run Date: 8/12/2016
Time: 10:48 AM

Project: 321
BROADWAY BRIDGE REPLACEMENT
WO 3395B BID: $2,018,182.82
TOTAL BID: $7,958,188.85

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3395B
Estimate #21

Cutoff Date: 7/29/2016

Contractor: INTERWEST CONSTRUCTION
609 NORTH HILL BOULEVARD
BURLINGTON, WA 98233

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0082	PSIPE Azalea Hino- Crimson, 2 Gal.	EA	250.00	9.00	1.0000	1.0000	0.0000	250.00	250.00	0.00
0083	PSIPE Berberis Rosy Glow, 5 Gal.	EA	250.00	9.00	6.0000	6.0000	0.0000	1,500.00	1,500.00	0.00
0084	PSIPE Cistus Purpureus Rock Rose, 5 Gal.	EA	250.00	6.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0085	PSIPE Prunus Viburnum Laurustinus, 5 Gal.	EA	250.00	15.00	5.0000	5.0000	0.0000	1,250.00	1,250.00	0.00
0086	PSIPE Otto Luyken Laurel, 30" Ht. Min.	EA	250.00	10.00	10.0000	10.0000	0.0000	2,500.00	2,500.00	0.00
0087	PSIPE Kinnikinnick, 1 Gal.	EA	20.00	150.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0088	Bark or Wood Chip Mulch	CY	60.00	15.00	15.0000	15.0000	0.0000	900.00	900.00	0.00
0089	Removing Cement Concrete Pavement	SY	5.26	3,683.00	3,605.0200	3,605.0200	0.0000	18,962.41	18,962.41	0.00
0090	Provide Additional Preload Material	LS	41,650.00	1.00	1.0000	1.0000	0.0000	41,650.00	41,650.00	0.00
0091	Controlled Density Fill (CDF)	CY	120.00	150.00	78.0000	78.0000	0.0000	9,360.00	9,360.00	0.00
0092	Manole Type 1, 54-Inch Diameter	EA	7,500.00	1.00	1.0000	1.0000	0.0000	7,500.00	7,500.00	0.00
0093	Concrete Inlet	EA	1,150.00	5.00	5.0000	5.0000	0.0000	5,750.00	5,750.00	0.00
0094	Schedule A Storm Sewer Pipe, 6" Dia.	LF	50.00	85.00	76.0000	76.0000	0.0000	3,800.00	3,800.00	0.00
0095	Roadway Excavation	CY	9.00	445.00	445.0000	445.0000	0.0000	4,005.00	4,005.00	0.00
0096	54" Dia. Concrete Riser w/Tree Frame & Grate	LS	5,679.74	1.00	1.0000	1.0000	0.0000	5,679.74	5,679.74	0.00
0097	Equitable Adjustment to Irrigation System	LS	5,845.00	1.00	1.0000	0.0000	1.0000	5,845.00	0.00	5,845.00
							Work Order Totals:	1,889,850.20	1,881,262.03	8,588.17

Run Date: 8/10/2016
Time: 9:47 AM

Project: 321
BROADWAY BRIDGE REPLACEMENT
WO 3395C BID: $3,411,105.63
TOTAL BID: $7,969,043.85

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3395C
Estimate #21

Cutoff Date: 7/29/2016

Contractor: INTERWEST CONSTRUCTION
609 NORTH HILL BOULEVARD
BURLINGTON, WA 98233

	Total Amt	Previous Amt	Present Amt
Contract Totals to Date	$3,386,492.60	$3,386,492.60	$0.00
Retained Amounts	$0.00	$0.00	$0.00
State Tax Amounts	$0.00	$0.00	$0.00
Amounts Paid	$3,386,492.60	$3,386,492.60	
Amount to be Paid This Estimate			$0.00

Checked By _____ *Date* 8-12-16

Recommended By _____ *Date* 8-12-16

Public Works Director _____ *Date* 8-15-16

FINAL

Work Order Number: 3395C

Run Date: 8/10/2016
Time: 9:47 AM

Project: 321
BROADWAY BRIDGE REPLACEMENT
WO 3395C BID: $3,411,105.63
TOTAL BID: $7,969,043.85

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3395C
Estimate #21

Cutoff Date: 7/29/2016

Contractor: INTERWEST CONSTRUCTION
609 NORTH HILL BOULEVARD
BURLINGTON, WA 98233

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0001	Structural Surveying	LS	54,000.00	1.00	1.0000	1.0000	0.0000	54,000.00	54,000.00	0.00
0002	Remove Existing Broadway Bridge	LS	212,000.00	1.00	1.0000	1.0000	0.0000	212,000.00	212,000.00	0.00
0003	Structural Excavation Class A Incl. Haul	CY	36.50	650.00	1,017.0000	1,017.0000	0.0000	37,120.50	37,120.50	0.00
0004	Shoring or Extra Excavation Class A	LS	97,800.00	1.00	1.0000	1.0000	0.0000	97,800.00	97,800.00	0.00
0005	Bridge Superstructure Complete	LS	1,195,000.00	1.00	1.0000	1.0000	0.0000	1,195,000.00	1,195,000.00	0.00
0006	Bridge Approach Slab	SY	280.00	538.00	526.4100	526.4100	0.0000	147,394.80	147,394.80	0.00
0007	Steel Reinforced Bar for Bridge	LB	1.25	188,000.00	208,651.0000	208,651.0000	0.0000	260,813.75	260,813.75	0.00
0008	Concrete Class 4000 for Bridge	CY	614.00	715.00	684.0700	684.0700	0.0000	420,018.98	420,018.98	0.00
0009	Soil Excavation for Shafts Incl. Haul	CY	450.00	410.00	402.3800	402.3800	0.0000	181,071.00	181,071.00	0.00
0010	Remove Shaft Obstructions	FA	1.00	25,000.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0011	Concrete Class 4000 P for Shafts	CY	340.00	410.00	402.0800	402.0800	0.0000	136,707.20	136,707.20	0.00
0012	Steel Reinforced Bar for Shafts	LB	1.25	106,000.00	105,326.0000	105,326.0000	0.0000	131,657.50	131,657.50	0.00
0013	CSL Access Tube	LF	9.00	4,000.00	3,712.0000	3,712.0000	0.0000	33,408.00	33,408.00	0.00
0014	CSL Test - Bridge	EA	350.00	32.00	32.0000	32.0000	0.0000	11,200.00	11,200.00	0.00
0015	6-Inch Concrete Slope Protection	SY	62.00	741.00	699.8300	699.8300	0.0000	43,389.46	43,389.46	0.00
0016	Bridge Electrical System	LS	291,700.00	1.00	0.9750	0.9750	0.0000	284,407.50	284,407.50	0.00
0017	Unexpected Site Changes	FA	1.00	15,000.00	22,255.3200	22,255.3200	0.0000	22,255.32	22,255.32	0.00
0018	Gravel Backfill for Bridge	CY	50.00	295.00	206.2200	206.2200	0.0000	10,311.00	10,311.00	0.00
0019	Install Additional Bars to Bridge Girders	LS	2,200.00	1.00	1.0000	1.0000	0.0000	2,200.00	2,200.00	0.00
0020	Material on Hand for Bridge Girders	DOLLA	1.00	210,941.90	0.0000	0.0000	0.0000	0.00	0.00	0.00
0021	Revised Concrete Girders	LS	19,886.00	1.00	1.0000	1.0000	0.0000	19,886.00	19,886.00	0.00
0022	Furnish & Place Perm. Steel Casing 48" Shaft	LS	21,760.00	1.00	1.0000	1.0000	0.0000	21,758.96	21,758.96	0.00
0023	Material on Hand For Bridge Girders	DOLLA	1.00	295,319.31	0.0000	0.0000	0.0000	0.00	0.00	0.00
0024	BNSF Railroad Delays to Bridge Demolition	LS	28,572.63	1.00	1.0000	1.0000	0.0000	28,572.63	28,572.63	0.00
0025	Cast-In-Place Concrete Bridge Barrier	LF	160.00	222.00	222.0000	222.0000	0.0000	35,520.00	35,520.00	0.00

Run Date: 8/10/2016
Time: 9:47 AM

Project: 321
BROADWAY BRIDGE REPLACEMENT
WO 3395C BID: $3,411,105.63
TOTAL BID: $7,969,043.85

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3395C
Estimate #21

Cutoff Date: 7/29/2016

Contractor: INTERWEST CONSTRUCTION
609 NORTH HILL BOULEVARD
BURLINGTON, WA 98233

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
							Work Order Totals:	3,386,492.60	3,386,492.60	0.00

Run Date: 8/10/2016
Time: 9:47 AM

Project: 321
BROADWAY BRIDGE REPLACEMENT
WO 3395D BID: $981,626.00
TOTAL BID: $7,969,043.85

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3395D
Estimate #21

Cutoff Date: 7/29/2016

Contractor: INTERWEST CONSTRUCTION
609 NORTH HILL BOULEVARD
BURLINGTON, WA 98233

	Total Amt	Previous Amt	Present Amt
Contract Totals to Date	$1,000,236.36	$1,000,090.00	$146.36
Retained Amounts	$0.00	$0.00	$0.00
State Tax Amounts	$0.00	$0.00	$0.00
Amounts Paid	$1,000,236.36	$1,000,090.00	
Amount to be Paid This Estimate			$146.36

Checked By _____ *Date* 8-10-16

Recommended By _____ *Date* 8-12-16

Public Works Director _____ *Date* 8-15-16

FINAL

Work Order Number: 3395D

Run Date: 8/10/2016
Time: 9:47 AM

Project: 321
BROADWAY BRIDGE REPLACEMENT
WO 3395D BID: $981,626.00
TOTAL BID: $7,969,043.85

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3395D
Estimate #21

Cutoff Date: 7/29/2016

Contractor: INTERWEST CONSTRUCTION
609 NORTH HILL BOULEVARD
BURLINGTON, WA 98233

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0001	Structure Excavation Class A Incl. Haul	CY	33.00	525.00	684.2200	684.2200	0.0000	22,579.26	22,579.26	0.00
0002	Shoring or Extra Excavaion, Class A	LS	80,000.00	1.00	1.0000	1.0000	0.0000	80,000.00	80,000.00	0.00
0003	Structural Earth Wall	SF	33.50	2,100.00	1,540.3100	1,540.3100	0.0000	51,600.39	51,600.39	0.00
0004	Soil Excavation for Shafts Incl. Haul	CY	160.00	480.00	477.5000	477.5000	0.0000	76,400.00	76,400.00	0.00
0005	Steel Reinforced Bar for Shafts	LB	1.25	81,000.00	80,713.0000	80,713.0000	0.0000	100,891.25	100,891.25	0.00
0006	CSL Access Tubes	LF	9.00	5,550.00	5,928.0000	5,928.0000	0.0000	53,352.00	53,352.00	0.00
0007	CSL Test - Walls	EA	147.00	38.00	38.0000	38.0000	0.0000	5,586.00	5,586.00	0.00
0008	Concrete Class 4000 for Shafts	CY	108.00	480.00	477.5000	477.5000	0.0000	51,570.00	51,570.00	0.00
0009	Traffic Barrier on Retaining Walls	LF	160.00	410.00	407.3000	407.3000	0.0000	65,168.00	65,168.00	0.00
0010	Steel Reinforced Bar for Walls	LB	1.25	23,700.00	45,706.0000	45,706.0000	0.0000	57,132.50	57,132.50	0.00
0011	Concrete Class 4000 for Walls	CY	794.00	375.00	378.4100	378.4100	0.0000	300,457.54	300,457.54	0.00
0012	Gravel Borrow / Struct. Earth Wall Incl. Haul	CY	29.00	950.00	741.6200	741.6200	0.0000	21,506.98	21,506.98	0.00
0013	Rockery Wall	SF	75.00	260.00	147.7200	147.7200	0.0000	11,079.00	11,079.00	0.00
0014	Concrete for Sidewalk Support Structure	CY	500.00	50.00	42.7700	42.7700	0.0000	21,385.00	21,385.00	0.00
0015	Steel Reinforced Bar for Sidewalk Support Struct.	LB	1.30	4,700.00	4,700.0000	4,700.0000	0.0000	6,110.00	6,110.00	0.00
0016	Unexpected Site Changes	FA	1.00	10,000.00	26,138.1500	25,991.7900	146.3600	26,138.15	25,991.79	146.36
0017	Pedestrian Handrail (Galvanized Steel)	LF	155.00	192.00	181.0000	181.0000	0.0000	28,055.00	28,055.00	0.00
0018	Gravel Backfill for Walls	CY	41.00	430.00	517.6900	517.6900	0.0000	21,225.29	21,225.29	0.00
							Work Order Totals:	1,000,236.36	1,000,090.00	146.36

Run Date: 8/10/2016
Time: 9:47 AM

Project: 321
BROADWAY BRIDGE REPLACEMENT
WO 3395E BID: $398,220.00
TOTAL BID: $7,969,043.85

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3395E
Estimate #21

Cutoff Date: 7/29/2016

Contractor: INTERWEST CONSTRUCTION
609 NORTH HILL BOULEVARD
BURLINGTON, WA 98233

	Total Amt	Previous Amt	Present Amt
Contract Totals to Date	$404,868.53	$404,868.53	$0.00
Retained Amounts	$0.00	$0.00	$0.00
State Tax Amounts	$0.00	$0.00	$0.00
Amounts Paid	$404,868.53	$404,868.53	
Amount to be Paid This Estimate			$0.00

Checked By _____ *Date* 8-12-16
Recommended By _____ *Date* 8-12-16
Public Works Director _____ *Date* 8-15-16

FINAL

Work Order Number: 3395E

Run Date: 8/10/2016
Time: 9:47 AM

Project: 321
BROADWAY BRIDGE REPLACEMENT
WO 3395E BID: $398,220.00
TOTAL BID: $7,969,043.85

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3395E
Estimate #21

Cutoff Date: 7/29/2016

Contractor: INTERWEST CONSTRUCTION
609 NORTH HILL BOULEVARD
BURLINGTON, WA 98233

Item #	Description	Units	Unit Price	Plan Quantity	Total Quantity	Previous Quantity	Present Quantity	Total Amount	Previous Amount	Present Amount
0001	Unexpected Site Changes	FA	1.00	15,000.00	30,659.4300	30,659.4300	0.0000	30,659.43	30,659.43	0.00
0002	Construction Surveying	LS	4,000.00	1.00	1.0000	1.0000	0.0000	4,000.00	4,000.00	0.00
0003	Mobilization	LS	25,100.00	1.00	1.0000	1.0000	0.0000	25,100.00	25,100.00	0.00
0004	Class 52 Ductile Iron Pipe/VOA 4" Water Main	LF	83.50	160.00	139.0000	139.0000	0.0000	11,606.50	11,606.50	0.00
0005	Class 52 Ductile Iron Pipe for 8" Water Main	LF	56.50	340.00	325.4600	325.4600	0.0000	18,388.49	18,388.49	0.00
0006	Class 52 Ductile Iron Pipe for 12" Water Main	LF	160.00	370.00	385.4000	385.4000	0.0000	61,664.00	61,664.00	0.00
0007	Air Valve Assembly	EA	3,600.00	1.00	2.0000	2.0000	0.0000	7,200.00	7,200.00	0.00
0008	Gravel Borrow Incl. Haul	TN	14.50	980.00	575.1800	575.1800	0.0000	8,340.11	8,340.11	0.00
0009	Remove & Replace Unsuitable Material	CY	90.00	80.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0010	Shoring or Extra Trench Excavation Class B	SF	5.00	400.00	330.0000	330.0000	0.0000	1,650.00	1,650.00	0.00
0011	Flexible Expansion Joint Filling	EA	10,425.00	4.00	4.0000	4.0000	0.0000	41,700.00	41,700.00	0.00
0012	Gate Valve, 4-Inch	EA	1,000.00	1.00	2.0000	2.0000	0.0000	2,000.00	2,000.00	0.00
0013	Gate Valve, 8-Inch	EA	1,300.00	4.00	6.0000	6.0000	0.0000	7,800.00	7,800.00	0.00
0014	Gate Vale, 12-Inch	EA	2,400.00	2.00	2.0000	2.0000	0.0000	4,800.00	4,800.00	0.00
0015	Hydrant Assembly	EA	6,200.00	1.00	1.0000	1.0000	0.0000	6,200.00	6,200.00	0.00
0016	Remove & Dispose of Existing Hydrant/Cap	EA	1,300.00	1.00	1.0000	1.0000	0.0000	1,300.00	1,300.00	0.00
0017	Conduit Pipe, 3-Inch Diameter	LF	30.00	1,670.00	2,120.0000	2,120.0000	0.0000	63,600.00	63,600.00	0.00
0018	Conduit Pipe, 4-Inch Diameter	LF	41.00	840.00	1,060.0000	1,060.0000	0.0000	43,460.00	43,460.00	0.00
0019	Pull Box	EA	670.00	4.00	0.0000	0.0000	0.0000	0.00	0.00	0.00
0020	Pipe Hanger System	LS	39,500.00	1.00	1.0000	1.0000	0.0000	39,500.00	39,500.00	0.00
0021	Conduit Hanger System	LS	25,900.00	1.00	1.0000	1.0000	0.0000	25,900.00	25,900.00	0.00
						Work Order Totals:		404,868.53	404,868.53	0.00

Run Date: 8/10/2016
Time: 9:47 AM

Project: 321
BROADWAY BRIDGE REPLACEMENT
WO 3395F BID: $246,954.40
TOTAL BID: $7,969,043.85

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3395F
Estimate #21

Cutoff Date: 7/29/2016

Contractor: INTERWEST CONSTRUCTION
609 NORTH HILL BOULEVARD
BURLINGTON, WA 98233

	Total Amt	Previous Amt	Present Amt
Contract Totals to Date	$246,954.40	$246,954.40	$0.00
Retained Amounts	$0.00	$0.00	$0.00
State Tax Amounts	$0.00	$0.00	$0.00
Amounts Paid	$246,954.40	$246,954.40	
Amount to be Paid This Estimate			$0.00

Checked By _____ *Date* 8-12-16
Recommended By _____ *Date* 8-12-16
Public Works Director _____ *Date* 8-16-16

FINAL

Work Order Number: 3395F

Run Date: 8/10/2016
Time: 9:47 AM

Project: 321
BROADWAY BRIDGE REPLACEMENT
WO 3395F BID: $246,954.40
TOTAL BID: $7,969,043.85

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3395F
Estimate #21

Cutoff Date: 7/29/2016

Contractor: INTERWEST CONSTRUCTION
609 NORTH HILL BOULEVARD
BURLINGTON, WA 98233

Item #	*Description*	*Units*	*Unit Price*	*Plan Quantity*	*Total Quantity*	*Previous Quantity*	*Present Quantity*	*Total Amount*	*Previous Amount*	*Present Amount*
0001	Bridge Throw Fence Complete	LS	210,000.00	1.00	1.0000	1.0000	0.0000	210,000.00	210,000.00	0.00
0002	Changes to Bridge Throw Fence	LS	36,954.40	1.00	1.0000	1.0000	0.0000	36,954.40	36,954.40	0.00
							Work Order Totals:	246,954.40	246,954.40	0.00

Run Date: 8/10/2016
Time: 9:47 AM

Project: 321
BROADWAY BRIDGE REPLACEMENT
WO 3395G BID: $50,000.00
TOTAL BID: $7,969,043.85

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3395G
Estimate #21

Cutoff Date: 7/29/2016

Contractor: INTERWEST CONSTRUCTION
609 NORTH HILL BOULEVARD
BURLINGTON, WA 98233

	Total Amt	Previous Amt	Present Amt
Contract Totals to Date	$34,500.00	$34,500.00	$0.00
Retained Amounts	$0.00	$0.00	$0.00
State Tax Amounts	$0.00	$0.00	$0.00
Amounts Paid	$34,500.00	$34,500.00	
Amount to be Paid This Estimate			$0.00

Checked By _____ *Date* 8-12-16

Recommended By Ron Fuchs *Date* 8-12-16

Public Works Director _____ *Date* 8-15-16

FINAL

Work Order Number: 3395G

Run Date: 8/10/2016
Time: 9:47 AM

Project: 321
BROADWAY BRIDGE REPLACEMENT
WO 3395G BID: $50,000.00
TOTAL BID: $7,969,043.85

City of Everett - Public Works Department
Contract Estimate Voucher
For Work Order #3395G
Estimate #21

Cutoff Date: 7/29/2016

Contractor: INTERWEST CONSTRUCTION
609 NORTH HILL BOULEVARD
BURLINGTON, WA 98233

Item #	*Description*	*Units*	*Unit Price*	*Plan Quantity*	*Total Quantity*	*Previous Quantity*	*Present Quantity*	*Total Amount*	*Previous Amount*	*Present Amount*
0001	Incentive for Early Completion	EST	1.00	50,000.00	34,500.0000	34,500.0000	0.0000	34,500.00	34,500.00	0.00
							Work Order Totals:	34,500.00	34,500.00	0.00

CITY OF EVERETT

PUBLIC WORKS DEPARTMENT

ETT

BROADWAY BRIDGE REPLACEMENT

CONSTRUCTION WO # PW3395

FEDERAL AID # STPD-2715(009)

FOR CONSTRUCTION

RUCTION

S:

ERS:

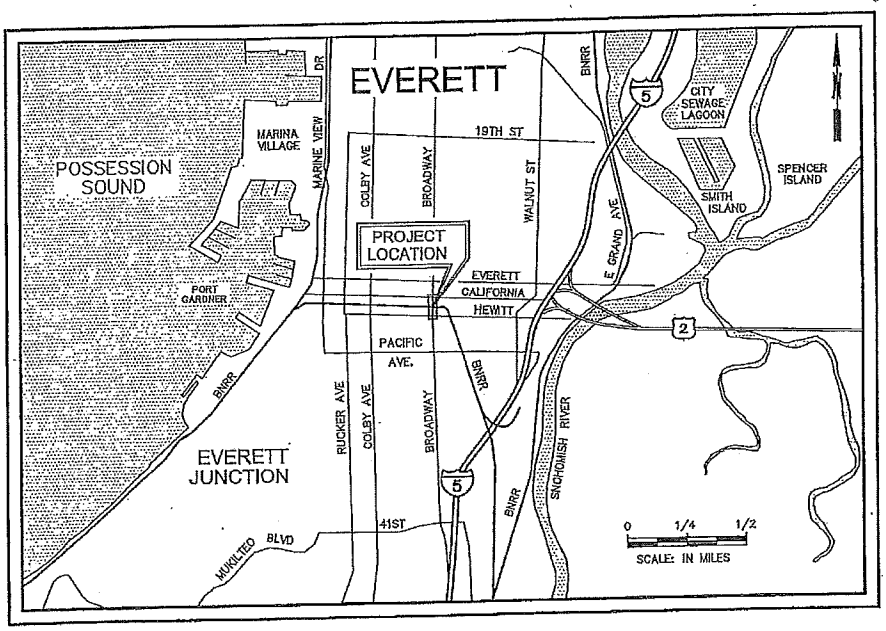
DA STONECIPHER
SCOTT BADER
ARD ANDERSON

APPROVAL :

ENGINEER
Y MILLER, P.E.

RUCTION MANAGER
UCHS

STOR
E DAVIS, P.E.



VICINITY MAP

HALF SCALE

Scale: Horiz. AS NOTED Vert.	CITY OF EVERETT PUBLIC WORKS DEPARTMENT	BROADWAY BRIDGE REPLACEMENT WO #PW3395	COVER SHEET
Designed By J. KING		TRANTECH Engineering LLC	Drawing No. G1
Inspected By K. NIKZAD			Sheet No. 1 / 157
W.O. No. WO #PW3395			
Date JULY 2014			

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Professional Services Agreement with Public Safety Testing Investigations for Background Investigations of Firefighter Candidates

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

COUNCIL BILL #
Originating Department: Human Resources
Contact Person: Sharon DeHaan
Phone Number: 425-257-8685
FOR AGENDA OF: November 30, 2016

Initialed by:
Department Head
CAA
Council President

Location

Preceding Action

Attachments
Professional Services Agreement

Department(s) Approval
Legal, Fire, Human Resources

Amount Budgeted	Approx. $1,177-$2,034 per candidate	Account Number: 032-520-0000-410
Expenditure Required	Approx. $1,177-$2,034 per candidate	
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:
Public Safety Testing (PST) Investigations is a third-party vendor that conducts background investigations for numerous jurisdictions in Washington State. The Everett Fire Department requires the services of PST Investigations to conduct background investigations for prospective Firefighter applicants on an ongoing, as-needed basis. Neither the Fire Department nor the Human Resources Department currently has available staff to conduct the in-depth background investigations needed for prospective Firefighters.

RECOMMENDATION (Exact action requested of Council):
Authorize the Mayor to sign the Professional Services Agreement with Public Safety Testing Investigations for background investigations of Firefighter candidates in the approximate amount of $1,177-$2,034 per candidate.

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, *PST Investigations* is a skilled provider of pre-employment background investigations, workplace investigations and other services to public agencies and political subdivisions, and

WHEREAS, the Client agency ("Client"), conducts background investigations for firefighters and other public safety positions, and

WHEREAS, the Client desires to contract for new or additional services as set forth herein, NOW, THEREFORE

PST Investigations, a division of *Public Safety Testing, Inc.*, (the "Contractor") and the City of Everett, Washington (the "Client"), do enter into this Agreement under the terms and conditions set forth herein.

1. Description of Basic Services. The Contractor will provide or coordinate independent service providers to perform the following services to the Client, on its request and at its direction:

   1.1 Background Investigation and Report. This service is described on the attached Exhibit A, incorporated by this reference as fully as if herein set forth.

   1.2 The Client requires the candidate to submit a financial credit report as part of his/her background investigation.

   1.3 The estimated annual salary (plus anticipated overtime, but without benefits) for this position is below $75,000.

   1.4 The background investigations will be conducted in accordance with the scope of work in Exhibit A, which is attached hereto and incorporated herein by reference.

2. Professional Fees. The professional fees for Contractor or independent service provider are stated in Exhibit A, which is attached hereto and incorporated herein by reference.

2.1 Under the Fair Credit Reporting Act, applicants are entitled to dispute the completeness or accuracy of any item in their file. If this occurs, Contractor will conduct a reasonable reinvestigation at no charge to the Client if the disputed information was originally reported by the Contractor.

2.2 Contractor will invoice Client following completion of described services on behalf of Contractor or an independent service provider. Client will make payment within 30 days of receipt of invoice.

3. Warranties and Reservations

3.1 Each service provided pursuant to this agreement shall be conducted and provided in accordance with generally accepted practice in the relevant industry. Contractor shall comply with state and federal statute. No other warranty, express or implied, is provided by Contractor.

3.2 The Contractor shall maintain complete written records of its files pertaining to candidates for two years following the background check, in accordance with the Fair Credit Reporting Act statute of limitations. The Contractor expressly agrees and warrants that all tests and written materials utilized have been acquired by the Contractor in accordance with the appropriate copyright agreements and laws and that it has a valid right to use and administer any written materials and tests in accordance with such agreements and laws.

4. Certifications.

4.1 Consumer Reports. The Client is aware that the Fair Credit Reporting Act applies to background checks conducted by third party investigators. Therefore, in accordance with the Fair Credit Reporting Act, Client makes the following certifications to Contractor:

4.1.1. Client certifies that it seeks the information contained in the background check provided by Contractor for employment purposes.

4.1.2. Client further certifies that Client will not use the background check for any purpose except for employment purposes.

4.1.3. Client also certifies that before taking an adverse action based in whole or in part on the background check, Client shall provide to the candidate a copy of the background check report and a description in writing of the rights of the candidate under the Fair Credit Reporting Act, as written by the Federal Trade Commission. Contractor will provide a copy of the candidate's rights under the Fair Credit Reporting Act at the time the background check is provided to Client.

4.1.4. Client is further required to certify that prior to procuring a background check from Contractor, Client will (a) make a clear and conspicuous disclosure in writing to the candidate for employment, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes, and (b) obtain from the candidate for employment an authorization in writing that Client may procure a background check. However, Contractor shall act as Client's agent for purposes of making this disclosure and obtaining the candidate's authorization. Both the disclosure and authorization will be made and obtained during the candidate's application process with Contractor.

4.2 Investigative Consumer Reports. The Client is aware that an "investigative consumer report" means a background check in which information on the candidate's character, general reputation, personal characteristics, or mode of living is obtained through personal interviews with neighbors, friends, or associates of the candidate or with others with whom he or she is acquires or who may have knowledge concerning any such items of information. If Client has requested such interviews to take place, Client makes all of the certifications contained in Section 4.1 above and the following additional certifications:

4.2.1.Client certifies that it will comply with Section 606(b) of the Fair Credit Reporting Act, which provides that the Client shall, upon written request made by the candidate within a reasonable period of time after the receipt of the disclosure made pursuant to Section 4.2.2 below, make a complete and accurate disclosure of the nature and scope of the investigation requested. This disclosure must be made in a writing mailed, or otherwise delivered, to the consumer not later than five days after the date on which the request is received.

4.2.2. Client is further required to certify that it has clearly and accurately disclosed to the candidate that an investigative consumer report including information as to his character, general reputation, personal characteristics and mode of living, whichever are applicable, may be made and that such disclosure has been or will be delivered to the candidate not later than three days after the date on which the report was first requested. Client further certifies that the disclosure will include a statement informing the consumer of his right to request the additional disclosures provided under Section 606(b) of the Fair Credit Reporting Act. However, Contractor shall act as Client's agent for purposes of making this disclosure. The disclosure will be made during the candidate's application process with Contractor.

5. Independent Contractor. The Contractor is an independent contractor. Any and all agents, employees or contractors of the Contractor, shall have such relation only with the Contractor. Nothing herein shall be interpreted to create an employment, agency or contractual relationship between the Client and any employee, agent or sub-contractor of the Contractor.

6. Indemnity and Hold Harmless. The parties agree and hold harmless each other, their officers, agents and employees in accordance with the following provisions:

6.1 The Contractor shall indemnify the Client from:

6.1.1 Violation of any copyright agreement or statute relating to the use and administration of the tests or other written materials herein provided for;

6.1.2 Any cost, claim or liability arising from or out of the claims of an employee, agent or sub-contractor to the end that the Contractor shall be an independent Contractor and the Client shall be relieved of any and all claims arising from or relating to such employment relationships or contracts between the Contractor and third parties;

6.1.3 The alleged negligent or tortious act of the Contractor in the provision of services under this Agreement.

6.1.4 Any claim or charge incurred relating to a charge paid by Client pursuant to Section 2.3 of this Agreement.

6.2 The Client shall indemnify and hold harmless the Contractor, its officers, agents and employees from any and all cost, claim or liability arising from or out of the alleged negligent or tortious act of the Client or its officers, agents or employees in the provision of services hereunder.

6.3 The promises of the Client and Contractor shall include the reasonable cost of legal defense by counsel chosen by the mutual agreement of the parties hereto but shall exclude any cost, claim or liability arising from breach of this Agreement or from the negligent or tortious act of the party seeking indemnity, its officers, agents and/or employees.

7. Termination. The Contractor and the Client may withdraw from this Agreement at any time for any reason with 30 days written notice, provided, however, that the provisions of paragraphs 3.2 shall remain in full force and effect following the termination of this Agreement with respect to, and continuing for so long as the consent of the applicant tested by the Contractor remains in effect.

8. Entire Agreement, Amendment. This is the entire Agreement between the parties. Any prior agreement, written or oral, shall be deemed merged with its provisions. This Agreement shall not be amended, except in writing, at the express written consent of the parties hereto.

This Agreement is dated this _____ day of _____, 2016.

CITY OF EVERETT, WA	PST INVESTIGATIONS PUBLIC SAFETY TESTING, INC.
By: _____	By: _____ October 25, 2016
Print: _____	Print: Jon F. Walters, Jr.
Its: _____	Its: President
Point of Contact: _____	Josh Sapien / Jon Walters
Title: _____	PST Investigations
Address: _____	20818 – 44TH Ave W, Suite 160
City/State/Zip: _____	Lynnwood, WA 98036
Telephone: _____	425.741.8872 / 425.776.9615

Exhibit -A-

BASIC PRE-EMPLOYMENT BACKGROUND INVESTIGATIONS

SCOPE OF WORK

1. PST meets with department to discuss/finalize scope of work, important attributes to screen for, etc.
2. Candidate completes Personal History Statement; notarizes signatures; completes necessary waiver and notification forms. PST reviews information provided; PHS, etc.
3. PST conducts public records/data checks
   - Public Records Check
   - Criminal history conviction information
   - Pending convictions and/or outstanding warrants
   - Federal Court Check
   - Sex Offender Registration
   - Credit Check (if required)/Prior Address History
   - SSN Verification
   - Education Verification
   - Department of Licensing Records (driver's license) (may be submitted by candidate)
4. PST conducts internet research/data mining
5. Personal History Questionnaire (PHQ)
6. One-on-one comprehensive in-person interview with the candidate.
7. Telephonic interview of significant references (approx. 7-12 telephonic interviews). May conduct in-person interviews as requested by client agency, including current employer, co-workers, etc.
8. Interview second tier & developed references as necessary
9. Summary report to the agency
   - Summary of interviews
   - Findings
   - Records check reports
   - Personal History Statement
   - Personal History Questionnaire Report
   - Supporting Documents, Certificates

CONSIDERATIONS

- Agency will provide PST with any relevant information on each candidate, such as a copy of the Agency's employment application completed by the candidate, waivers, special requests, etc.
- Please be aware that the Fair Credit Reporting Act applies to background investigations conducted by third party investigators and that a candidate may have access to certain reports/records generated if an adverse employment decision is made based on the reports/records. In addition, as a third party investigator, the FCRA prohibits PST from reporting certain adverse information beyond 7 years (for positions with an annual salary under $75,000).
- PST is a licensed Private Investigator Agency with the State of Washington.
- PST personnel have extensive background investigation and/or law enforcement investigative experience. PST investigators are WA licensed private investigators.
- PST will contact the Agency at any point during a candidate's background investigation when potentially disqualifying information is obtained. The Agency will advise PST on how to proceed at that point.

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PST Investigations is a division of Public Safety Testing, Inc
Phone: 425.776.9615

FEES

- Records/data checks @ $60 per candidate. Records/data checks for candidates that reside or have resided outside of the State of Washington may be higher, depending on the State. Education Verification report @ $15-60
- Investigative, interviews, administrative and follow-up work @ $58 per hour (management/executive level @ $74 per hour).
- Reimbursement for reasonable & necessary expenses related to travel, lodging, per diem, etc. with prior approval from Agency.

ESTIMATED PER-CANDIDATE COSTS**			
ACTIVITY	**NOTES**	**APPROX TIME**	**APPROX COST**
Personal History Statement	Completed by candidate via secured website		
Public Records Check	Criminal History, Pending convictions, Prior Address, Credit, SSN Verification, Sex Offender, Civil, etc Education Verification Report		$60 $15-60
Personal History Questionnaire	Self-reporting; completed at PST office; report generated		
Candidate Interview	Face-to-face; conducted at PST office	3 - 6 hours – includes prep time; doc review; notes; interview	$174 - $348
Reference Interviews	Conducted on significant references noted (e.g., prior employers, supervisors, etc.) 6-10 references contacted. May be via phone and/or in person per client	10 – 16 hours	$580 - $928
Reports	Summary Report; Copy of records checks; Personal History Statement; Copy of PHQ Report;	3 – 6 hours	$174 - $348
Administrative	Appointment coordination; scheduling, logistics, phone, reproduction, report review, etc.	3 – 5 hours	$174 - $290
	Total "staff hours" per candidate	19 - 33 hours	$1,102-$1,914
	Records checks & Education Verification		$75-$120
TOTAL PER CANDIDATE		**$1,177-$2,034****	
OPTION: Pre-Offer *EyeDetect* Lie Detection Screening		$125-150	
OPTION: Polygraph Examination		$280	

***Evaluation of a "typical" background inquiry based on described scope of work. The actual time/cost will vary with each candidate. For example, one candidate may reveal a disqualifying issue very early in the process; whereas another candidate may require additional investigative time to fully research an issue in their background.*

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Phone: 425.776.9615

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Resolution establishing Human Needs Priorities for 2017 Grant funding

11/23/16	Briefing	COUNCIL BILL #	
	Proposed Action	Originating Department	Planning
	Consent	Contact Person	Rebecca McCrary
12/7/16	Action	Phone Number	425-257-7133
	First Reading	FOR AGENDA OF	November 23, 2016
	Second Reading		
	Third Reading		
	Public Hearing		

Initialed by:
Department Head
CAA
Council President

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
	10/27/16 Human Needs Advisory Committee recommendation of approval of priorities for 2017 funding	Resolution	Planning

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

DETAILED SUMMARY STATEMENT:

Each year the Human Needs Advisory Committee makes a recommendation to City Council establishing the priorities for allocation of Human Needs Grant funds for the following year. The Committee met on October 27, 2016, to review the priorities for 2017.

The Mayor has again proposed an additional $1 per capita in Human Needs funding for 2017 to provide services to respond to needs identified by the Everett Community Streets Initiative. The Human Needs Committee proposes priorities as specified in the attached resolution, including priorities for the additional funding if approved.

The criteria by which grant applications will be reviewed are also included in the resolution.

RECOMMENDATION (Exact action requested of Council):

Adopt a Resolution establishing Human Needs Priorities for 2017 Grant funding.

RESOLUTION #_____

A RESOLUTION establishing
Human Needs Priorities for 2017 Grant Funding

WHEREAS, the mission of the Human Needs Advisory Committee is to annually review the human needs in the City of Everett, to prioritize those needs, and to allocate funds to most benefit those needs; and

WHEREAS, the Human Needs Advisory Committee met on October 27, 2016 to review and recommend priorities for 2017; and

WHEREAS, additional Human Needs funding may be made available in 2017 to target needs highlighted by the Everett Community Streets Initiative; and

WHEREAS, the Human Needs Advisory Committee recommends including needs highlighted by the Everett Community Streets Initiative in the priorities for Human Needs Grant funding; and

WHEREAS, the Human Needs Advisory Committee has recommended the following list of service priorities, in no order of particular priority, focusing on basic human needs of the community for 2017 funding to qualified programs inside the City of Everett:

1. YOUTH
   a) Housing and Food Assistance
   b) Health Services (i.e. Medical, Dental, Mental Health and Drug/Alcohol Treatment)
   c) Counseling/Guidance/Legal Services
   d) Abuse/Neglect
   e) Violence/Delinquency Prevention

2. SENIORS
   a) Housing and Food Assistance
   b) Health Services (i.e. Medical, Dental, Mental Health and Drug/Alcohol Treatment)
   c) Counseling/Guidance/Legal Services
   d) Abuse/Neglect

3. PERSONS WITH DISABILITIES AND/OR BARRIERS
   a) Housing and Food Assistance
   b) Health Services (i.e. Medical, Dental, Mental Health and Drug/Alcohol Treatment)
   c) Counseling/Guidance/Legal Services
   d) Employment Support
   e) Abuse/Neglect

and

WHEREAS, the Human Needs Advisory Committee recommends proposed programs be reviewed according to whether they meet one or more of the following criteria:

1. Increase self-sufficiency
2. Promote health and healing
3. Promote/address diversity
4. Reward coordination and collaboration

NOW, THEREFORE, the Everett City Council endorses the Human Needs Advisory Committee's priority and criteria lists for 2017 funding and encourages qualified agencies to submit their proposals.

_____
Councilmember Introducing Resolution

PASSED and APPROVED the _____day of December, 2016.

_____
Council President

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Interagency Agreement between Administrative Office of the Courts and Everett Municipal Court to continue participation in the state-funded interpreting reimbursement program

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

COUNCIL BILL #	_____
Originating Department	Municipal Court
Contact Person	Katie Traenkenschuh
Phone Number	425-257-7052
FOR AGENDA OF	November 30, 2016

Initialed by:
Department Head _____
CAA _____
Council President

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

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

DETAILED SUMMARY STATEMENT:

This contract allows the Municipal Court's continued participation in the state-funded interpreting reimbursement program for the State fiscal year 2017. The Court has been involved in this program since 2008. The State has allocated $7,086 reimbursement toward interpreter costs for the fiscal year 2017.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign Interagency Agreement between the Administrative Office of the Courts and the Everett Municipal Court to continue participation in the state-funded interpreting reimbursement program.

INTERAGENCY AGREEMENT IAA17533
BETWEEN
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
AND
EVERETT MUNICIPAL COURT

THIS AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and Everett Municipal Court (Court), for the purpose of distributing funds for court interpreter services expenses to the Everett Municipal Court (Court).

1. DEFINITIONS

For purposes of this contract, the following definitions shall apply:

a. "Certified Interpreter" means an interpreter who is certified by the Administrative Office of the Courts, as defined in RCW 2.43.020 (4) or an interpreter certified by the Office of the Deaf and Hard of Hearing (ODHH) pursuant to WAC 388-818-500, *et. seq.* The names and contact information of AOC-certified interpreters are found, and incorporated herein by reference, at http://www.courts.wa.gov/programs_orgs/pos_interpret/. The names and contact information of ODHH-certified interpreters are found, and incorporated herein by reference, at https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx

b. "Registered Interpreter" means an interpreter who is registered by the Administrative Office of the Courts, as defined in RCW 2.43.020 (6). The names and contact information of registered interpreters are found, and incorporated herein by reference, at http://www.courts.wa.gov/programs_orgs/pos_interpret/.

c. "Qualified Interpreter" means a spoken language interpreter as defined in RCW 2.43.020 (2), or sign language interpreter as defined in RCW 2.42.110 (2).

d. "Qualifying Event" means a court interpreted event meeting the criteria found in Exhibit A and incorporated herein by reference and for which reimbursement is sought by the Court.

2. PURPOSE

The purpose of this Agreement is to engage the services of the Court to improve the quality and availability of court interpreter services for Limited English Proficient (LEP), deaf, and hard of hearing persons in accordance with chapters 2.42 and 2.43 RCW.

a. These funds are intended to address the Court's following needs:

- Financial need - i.e., the gap between the Court's available financial resources and the costs to meet its need for certified, registered, and qualified interpreters; and
- Interpreter need - i.e., the gap between the level of the LEP, deaf, and hard of hearing public's need for language access to the Court's (i.e., the level of interpreter need) and the available interpreter pool (in particular, certified, registered, and qualified interpreters in the Court's most frequently needed languages).

3. DESCRIPTION OF SERVICES TO BE PROVIDED

a. The Court agrees to actively participate in the vision and structure for state funding of interpreter services, and to track and provide interpreter cost and usage data needed to demonstrate the impact of the funding. In particular, the Court agrees to submit electronically with each request for reimbursement, completed Interpreter Services Funding Data (ISF Data) reflecting interpreter services and costs. The Court will submit ISF Data representing both Qualifying and non-qualifying Events.

b. Electronic data shall be submitted quarterly following the schedule as outlined in Section 5c below and using the online application and instructions found, and incorporated herein by reference, at: http://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=interpreterStateFunding.

c. The Court will ensure that the interpreter funding is used for reimbursement of costs paid to certified, registered, and qualified interpreters for Qualifying Events pursuant to Exhibit A, which is incorporated herein by reference.

d. The Court agrees to partner closely with the AOC Interpreter Program, the Interpreter Commission, and neighboring courts to identify and implement innovations and best and promising practices for providing interpreter services (e.g., innovations in scheduling of interpreters, sharing of translated resources, training of staff and judges), with a view to improving interpreter services and the service infrastructure statewide.

e. The Court may elect to pay for interpreter services that are not in accordance with the provisions of Exhibit A as set forth; however, such payments will **not** be reimbursed.

f. The Court agrees to submit a written report to the designated AOC Program Manager by June 30, 2017, using the template attached at Exhibit B. The report will, among other things, identify and describe innovations and best and promising practices for interpreter services which have been implemented by the Court since July 1, 2016.

g. As a condition of receiving funding under this Agreement, the Court agrees to implement, maintain, and annually review an AOC-approved Language Assistance Plan (LAP) as reported in response to Section 10 of Exhibit B.

4. PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is July 1, 2016, regardless of the date of execution and which shall end on June 30, 2017.

5. COMPENSATION

a. The Court shall be reimbursed a maximum of $7,086 for interpreter services costs incurred during the period of July 1, 2016 to June 30, 2017. No reimbursement shall be made under this Agreement for interpreting services provided after June 30, 2017.

b. The Court shall receive payment for no more than 50 percent costs for interpreter services as set forth in Exhibit A, and incorporated herein.

c. The Court shall not be reimbursed for interpreter services costs for Qualifying Events until properly-completed paper A-19 invoices and corresponding electronic ISF Data are received and approved by AOC, pursuant to the following schedule:

1) Reflecting Qualifying and non-qualifying Events occurring between July 1, 2016 and September 30, 2016, must be received by the AOC no later than December 31, 2016.
2) Reflecting Qualifying and non-qualifying Events occurring between October 1, 2016 and December 31, 2016, must be received by the AOC no later than March 1, 2017.
3) Reflecting Qualifying and non-qualifying Events occurring between January 1, 2017 and March 30, 2017, must be received by the AOC no later than April 30, 2017.
4) Reflecting Qualifying and non-qualifying Events occurring between April 1, 2017 and June 30, 2017, must be received by the AOC no later than July 31, 2017.

d. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

e. The Court shall, submit its paper A-19 invoices quarterly to:

AOC Financial Services
PO Box 41170
Olympia, Washington 98504-1170

The ISF Data shall be submitted electronically to the AOC as described in Section 3b, above, and in conjunction with the quarterly invoice.

f. Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed paper invoice and the completed ISF Data.

g. The Court shall maintain sufficient backup documentation of expenses under this Agreement.

h. The AOC, in its sole discretion and upon notice, may initiate revenue sharing and reallocate funding among courts. If it appears the Court may not expend the maximum Agreement amount, the AOC may reduce the maximum Agreement amount. AOC may increase the maximum Agreement amount if additional funds become available through these revenue sharing provisions.

6. TREATMENT OF ASSETS AND PROPERTY

The AOC shall be the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement include material not included within the definition of "works for hire," the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom, shall be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the Court has a right to grant such a license. The Court shall advise the AOC, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The AOC shall receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC shall have the right to modify or remove any restrictive markings placed upon the data by the Court.

8. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

9. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

10. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

11. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington of the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

12. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

13. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

14. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

a. Applicable state and federal statutes and rules;
b. This Agreement; and
c. Any other provisions of the agreement, including materials incorporated by reference.

15. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

16. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

17. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

18. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

19. AGREEMENT MANAGEMENT

The program managers noted below shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Program Manager
Robert Lichtenberg PO Box 41170 Olympia, WA 98504-1170 robert.lichtenberg@courts.wa.gov (360) 350-5373	**Katie Traenkenschuh** Administrator 3028 Wetmore Ave Everett, WA 98201-4018 ktraenkenschuh@ci.everett.wa.us 425-257-7052

AGREED:

Administrative Office of the Courts	Everett Municipal Court
Signature *Date*	*Signature* *Date*
Callie Dietz *Name*	*Name*
Administrator, AOC *Title*	*Title*

EXHIBIT A

WASHINGTON STATE INTERPRETER SERVICES FUNDING
FUNDING CONDITIONS AND PAYMENT STRUCTURE

The Court Interpreter Reimbursement Program funding conditions and payment structure shall be as follows:

1. General Funding Conditions

The AOC will reimburse courts under this Agreement for the cost of AOC-certified, registered, or otherwise court-qualified interpreters appointed pursuant to RCW 2.42 and RCW 2.43 under the following conditions:

A. Spoken Language Interpreters

1) Certified and Registered Language Interpreters

Compensation for interpreters currently credentialed by the AOC in the certified and registered language categories shall be reimbursed for actual compensation paid pursuant to the payment structure for those interpreters as outlined in this Exhibit A.

2) Non-Credentialed Interpreters in Certified and Registered Language Categories

If either (a), the AOC master interpreter list for certified or registered languages does not include any interpreters credentialed by the AOC for those languages, or (b), after diligent search, a registered interpreter cannot be obtained for that language, then reimbursement will be provided for actual compensation paid pursuant to the payment structure as outlined in this Exhibit A, Section 2, (*see* "Payment Structure"), for those interpreters, providing that the interpreter is found otherwise qualified on the record by the Court pursuant to Chapter 2.43.

3) Non-Credentialed Languages

Compensation for interpreters for languages for which neither certification nor registration is offered will be reimbursed where the interpreter has been deemed qualified on the record pursuant to 2.43 RCW.

B. Sign Language Interpreters

Reimbursement for American Sign Language (ASL) interpreters appointed pursuant to RCW 2.42 will be authorized under the following conditions:

1) When the Court uses either:

(a) An interpreter with an SC:L or comparable legal specialist certification issued by the Registry of Interpreters for the Deaf; or

(b) An interpreter under contract or subcontracted with the Department of Social and Health Services, Office of Deaf and Hard of Hearing (DSHS, ODHH).

C. Salaried Staff and Contract Interpreters

Reimbursement will be provided for salaried staff or contracted interpreters meeting the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced above.

D. Remote Interpreting

The AOC will reimburse local jurisdictions for using certified, registered, or otherwise qualified interpreters operating by telephone or videophone when providing court interpreting services for Limited English Proficiency (LEP) persons or persons who rely on sign language for in-court proceedings and for services that are provided by the Court to the public outside of the courtroom.

E. Scope of Interpreter Funding

Reimbursement payment under this Agreement will only be made to the Court when the cost portion otherwise payable by the Court is paid out of the budget (or budgets, in the case of multi-court collaborative applicants) of the Court responsible for full payment.

2. Payment Structure

A. Hourly Rate

1) Rate for Spoken Language Interpreters

Subject to the maximum compensation allowable under this contract, the AOC will reimburse the Court under this Agreement for 50 percent of the hourly cost and the hourly minimum charges for services provided under this Agreement by AOC-certified, registered, or otherwise court-qualified interpreters. The AOC will reimburse courts not to exceed $25 an hour for interpreter hourly rates and hourly minimum charges.

2) Rate for Sign Language Interpreters

Subject to the maximum compensation allowable under this contract, the AOC will reimburse the Court under this Agreement for 50 percent of the hourly cost and the hourly minimum charges for services provided under this Agreement. The AOC will reimburse courts not to exceed $25 an hour for interpreter hourly rates and hourly minimum charges.

3) Salaried Interpreters

Subject to the maximum compensation allowable under this contract, the AOC will reimburse the Court for 50 percent of the cost of staff interpreters meeting the funding conditions for staff interpreters and will reimburse only for their provision of interpreter services, up to a maximum total salary of $60,000 plus 27 percent in benefits (i.e., state reimbursement = up to $30,000 of salary plus 13.5 percent in benefits).

4) Contracted Interpreters

Subject to the maximum compensation allowable under this contract, the cost of contracted interpreters who are paid on an hourly basis will be reimbursed under the same conditions as in 2.A and 2.B. The cost of contract interpreters who are paid other than on an hourly basis (e.g., on

a half-day or flat rate basis) will be only reimbursed for the actual number of hours of interpreting provided for each Qualifying Event.

5) Telephone Interpreting Rate

The AOC will reimburse local jurisdictions for up to 50 percent of the cost of using certified, registered, or otherwise qualified interpreters providing interpretation by telephone or videophone for LEP persons or persons who rely on sign language, up to a maximum of $1.64 per minute (with no minimum service time).

6) Hourly Minimum Rate Charges

Where a minimum hourly rate charge up to $50 an hour and no greater is imposed for no more than the first two hours, reimbursement will be paid for half of such hourly minimum rate.

7) Excess Charges

Interpreter rates in excess of $50 an hour or for hourly minimum rates exceeding the first two hours shall be the sole responsibility of the Court.

8) Hourly Rounding

Hourly compensation for services provided shall be charged and paid in 30 minute increments.

B. Travel Time and Mileage

The AOC will reimburse Courts for up to 50 percent of the cost of interpreter travel time or mileage when such charges are in accordance with this Exhibit A and reimbursed as identified below in *Interpreter Travel and Mileage Reimbursement*. In such event, travel time and mileage charges will only be reimbursed for interpreters meeting the funding conditions. The AOC reserves the right to limit travel reimbursement to reasonable travel, based on known availability and location of certified, registered, or otherwise qualified interpreters.

INTERPRETER TRAVEL AND MILEAGE REIMBURSEMENT

Interpreter mileage and/or travel time will be reimbursed as follows:

1. **Mileage**

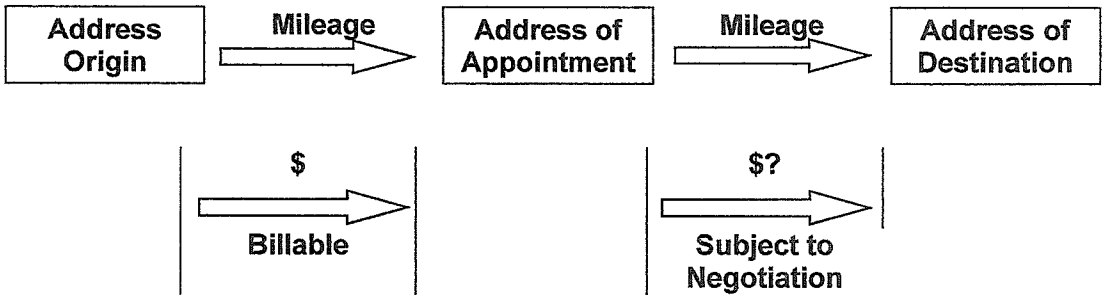
Interpreter mileage will be reimbursed in accordance with the prevailing Office of Financial Management (OFM) Policy and Guidance rate. The Court will notify interpreters of any change in the OFM rate before it becomes effective.

Mileage will be reimbursed on a from "address of origin" [1] to "address of appointment"[2] basis. The Court and interpreter will negotiate reimbursement for mileage traveled from the "address of appointment' to "address of destination"[3] on a case-by-case basis. (NOTE: Courts are encouraged to have a consistent policy regarding the return trip.) In Eastern Washington, due to the scarcity of interpreters and vast distance for portal-to-portal travel, it is recommended that the Court reimburse the interpreter for mileage on an "address of appointment" to "address of destination" or roundtrip basis[4].

Interpreter mileage related to an appointment is billable if a required party fails to appear. "Failure to appear" means a non-appearance by the LEP or deaf or hard of hearing client, attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing.

If the interpreter fails to appear, he/she will not be paid for mileage.

Mileage related to appointments that have been cancelled where the interpreter has received prior notice of the cancellation is not billable.



[1] "Address of origin" means the interpreter's home, office, or immediately previous appointment meeting place.
[2] "Address of appointment" means the courthouse or other location of the interpreter assignment.
[3] "Address of destination" means the interpreter's home, office, or immediately next appointment meeting place.
[4] "Roundtrip" means from the interpreter's home/office to the appointed meeting place, followed by the interpreter's return to their home/office.

2. TRAVEL TIME

Travel time will be reimbursed on a from "address of origin" to "address of appointment" basis. The Court and interpreter will negotiate reimbursement for travel time from "the address of appointment" to "address of final destination" on a case-by-case basis at the time the appointment is requested. (NOTE: Courts are encouraged to have a consistent policy regarding the return trip.) In Eastern Washington, due to the scarcity of interpreters and vast distance for portal-to-portal travel, it is recommended that the Court reimburse the interpreter for travel time on an "address of appointment" to "address of destination" or roundtrip basis.

Interpreters must travel for either a minimum of sixteen (16) miles or for one-half hour in order to be eligible for travel time reimbursement. Exceptions to the sixteen (16) mile minimum requirement shall be made when the use of a ferry contributes to the one-half hour or more of travel time.

Travel time will be reimbursed at a rate of one half the hourly interpreter rate for each hour of travel. Example: Interpreter traveled four hours to an appointment and the hourly rate is $50. One half of the hourly rate is $25. The calculation would be 4 x $25 = $100 for travel time.

Distance	Reimbursable
Origin ⇨ Appointment 0 -15 Miles	Mileage Only
Origin ⇨ Appointment 16+ Miles or half-hour travel*	Mileage or Travel Time* (but not both)

*Travel Time can be claimed only when traveling time is half hour (30 minutes) or more.

Interpreter travel time related to an appointment is billable if a required party fails to appear. "Failure to appear" means a non-appearance by the LEP or deaf or hard of hearing client, attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing.

If the interpreter fails to appear, he/she will not be paid for travel.

Travel time related to appointments that have been cancelled where the interpreter has received prior notice of the cancellation is not billable.

Exhibit B

Interpreter Reimbursement Program Court Report Template

This information is to help evaluate the effectiveness of the court interpreter reimbursement program.

- The report should cover the period July 1, 2016 thru June 30, 2017.
- The report should include and answer the following, and can be supplemented by other materials such as charts, spreadsheets, etc.
- The report should be returned no later than July 31, 2017 to Robert Lichtenberg at Robert.lichtenberg@courts.wa.gov.
- The report should be no longer than three (3) pages.

1. Name of Court
2. Contract Number
3. Name of Person Completing Report
4. Provide a general description of interpreter services provided by your court. The report should provide information other than that provided on the quarterly Interpreter Services Funding Data (ISF) reports. For example, include information on charging litigants, types of hearings interpreters were provided for, use of staff interpreters, interpreter scheduling practices, pool of interpreters, etc.
5. Describe any collaborative efforts with other courts including, why the collaboration was sought, the impact of these efforts, challenges, and why the efforts were initiated. For example, sometimes neighboring courts work with one another to improve interpreting services including combined scheduling, implementation of consistent payment policies, shared staff interpreters, or coordination of interpreter calendars.
6. Identify two or three improvements made or promising practices realized by your court to improve interpreter services and/or to reduce expenses.
7. Identify any changes or improvements your court plans to implement in the future to improve interpreter services and/or to reduce expenses.
8. Identify any challenges or trends your court is experiencing with providing interpreter services.

9. Indicate if your court is regularly reviewing, monitoring, and updating your Language Access Plan (LAP).

   a. If so, who is responsible for this and how often is this accomplished? When was the LAP last reviewed and/or revised?

   b. If not, will your court be doing so in the future? When? What have been the impediments for doing so?

10. What do you see as the most significant areas of remaining need with regard to improving interpreter services?

11. Provide any additional information you would like us to know about your court's use of these funds and interpreter services in general.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Hazard Mitigation Grant Agreement with the Washington State Military Department for updating the Hazard Mitigation Plan

_____	Briefing	COUNCIL BILL #	_____
_____	Proposed Action	Originating Department	Fire
_____	Consent	Contact Person	Murray Gordon
_____	Action	Phone Number	425-257-8100
_____	First Reading	FOR AGENDA OF	November 30, 2016
_____	Second Reading		
_____	Third Reading		
_____	Public Hearing		
_____	Budget Advisory		

Initialed by:
Department Head _____
CAA _____
Council President _____

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
		Grant Agreement, Request for W-9 Taxpayer ID No. and Certification, Signature Authorization Form, Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Forms	Fire

Amount Budgeted	$0	
Expenditure Required	$100,000	
Budget Remaining		
Additional Required	$25,000	

DETAILED SUMMARY STATEMENT:

The U.S. Department of Homeland Security and the Washington State Military Department have allocated grant funding from the 2015 Pre-Disaster Mitigation grant program to local jurisdictions to support their local emergency management operating budget in updating their hazard mitigation plans.

The City's grant award is $100,000 which is comprised of a 75% / 25% split of federal and local dollars. The federal contribution is $75,000 and the local contribution is $25,000. The 25% City match will be paid from the Emergency Management budget. The City intends to partner with the University of Washington for assistance in upgrading the Hazard Mitigation Plan with a Professional Services Agreement to complete the project.

RECOMMENDATION (Exact action requested of Council):
Authorize the Mayor to sign the Hazard Mitigation Grant Agreement with the Washington State Military Department for updating the Hazard Mitigation Plan in the local contribution amount of $25,000.

Washington State Military Department
HAZARD MITIGATION GRANT AGREEMENT FACE SHEET

1. SUBRECIPIENT Name and Address: **City of Everett Office of Emergency Management 2801 Oakes Ave Everett, WA 98201-3629**	2. Total Grant Amount: **$100,000.00 ($75,000.00 Federal, $25,000.00 Local)**	3. Grant Number: **E17-102**
4. SUBRECIPIENT Contract, phone/email: **Brent Stainer (425) 257-8109 bstainer@everettwa.gov**	5. Grant Start Date: **May 29, 2015**	6. Grant End Date: **October 30, 2018**
7. DEPARTMENT Program Manager, phone/email: **Brynne Walker (253) 512-7467 brynne.walker@mil.wa.gov**	8. Data Universal Numbering System (DUNS): **608909156**	9. UBI # (state revenue): **313-009-341**

10. Funding Authority: **Washington State Military DEPARTMENT** (the "DEPARTMENT"), and **Federal Emergency Management Agency** (FEMA)

11. Federal Funding Identification #: **EMS-2016-PC-0005**	12. Federal Award Date: **August 11, 2016**	13. Catalog of Federal Domestic Asst. (CFDA) # & Title: **97.047 (PDM)**

14. Total Federal Award Amount: **$182,737.45**	15. Program Index # & OBJ?SUB-OBJ: **753CJ NZ**	16. TIN: **91-6001248**
17. Service Districts: (BY LEGISLATIVE DISTRICT): **38th** (BY CONGRESSIONAL DISTRICT): **2nd**	18. Service Area by County(ies): **Snohomish County**	19. Women/Minority-Owned, State Certified?: X N/A ☐ NO ☐ YES, OMWBE #_____

20. Agreement Classification:
☐ Personal Services ☐ Client Services **X** Public/Local Gov't
☐ Research/Development ☐ A/E ☐ Other_____

21. Contract Type (check all that apply):
☐ Contract **X** Grant **X** Agreement
☐ Intergovernmental (RCW 39.34) ☐ Interagency

22. SUBRECIPIENT Selection Process:
X "To all who apply & qualify" ☐ Competitive Bidding
☐ Sole Source ☐ A/E RCW ☐ N/A
☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐NO _____

23. SUBRECIPIENT Type (check all that apply)
☐ Private Organization/Individual ☐ For-Profit
X Public Organization/Jurisdiction **X** Non-Profit
☐ VENDOR **X** SUBRECIPIENT **X** OTHER

24. PURPOSE & DESCRIPTION: **FEMA's Pre-Disaster Mitigation (PDM) program provides grants to states and communities to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures from future hazard events, while also reducing reliance on Federal funding in future disasters.**
Title: City of Everett Hazard Mitigation Plan Update . The purpose of this agreement is to provide funds to the SUBRECIPIENT for the proposed project as noted in the Statement of Work and/or Description of the Project (Attachment 3), Project Development Schedule (Attachment 4), Project Budget (Attachment 5), and the FEMA Approved Project Application (Attachment 7).

The Department is the Recipient and Pass-through Entity of the 15PDM Award EMS-2016-PC-0005, which with each of its attachments is incorporated in and attached hereto as Attachment 6, and has made a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the Department for use of Federal award funds provided under this Agreement.

IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment 1); General Terms and Conditions (Attachment 2); Statement of Work (Attachment 3); Project Development Schedule (Attachment 4); Project Budget (Attachment 5); PDM Award Document with its attachments (Attachment 6); FEMA Approved Project Application (Attachment 7), and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. **Applicable Federal and State Statutes and Regulations;**
2. **DHS/FEMA Award and program documents;**
3. **Statement of Work and/or Project Description as outlined in FEMA's approved Project Application;**
4. **Special Terms and Conditions; General Terms and Conditions; and**
5. **Other provisions of the Agreement incorporated by reference.**

WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.

FOR THE DEPARTMENT:

_____
Signature Date
Richard A. Woodruff, Contracts Officer
Washington State Military Department

BOILERPLATE APPROVED AS TO FORM:
Brian Buchholz (signature on file 7/28/2016)
Assistant Attorney General

FOR THE SUBRECIPIENT:

_____
Signature Date
Ray Stephanson
Mayor of Everett

APPROVED AS TO FORM:

_____
Date

Attachment 1

Washington State Military Department
SPECIAL TERMS AND CONDITIONS

ARTICLE I - KEY PERSONNEL:

The individuals listed below shall be considered key personnel and point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

	SUBRECIPIENT		MILITARY DEPARTMENT
Name	**Sarah Lavelle**	Name	**Brynne Walker**
Title	**Emergency Planning and Operation Coordinator**	Title	**Hazard Mitigation Program Manager**
E-Mail	**slavelle@everettwa.gov**	E-Mail	**brynne.walker@mil.wa.gov**
Phone	**425-257-7965**	Phone	**253-512-7467**
Name		Name	
Title		Title	
E-Mail		E-Mail	
Phone		Phone	
Name		Name	
Title		Title	
E-Mail		E-Mail	
Phone		Phone	

ARTICLE II – ADMINISTRATIVE AND /OR FINANCIAL MANAGEMENT AND ACCOUNTING:

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the 15PDM Grant Program, including, but not limited to, all criteria, restrictions, conditions and requirements of the DHS Award Letter and each of its attachments for Grant No. EMS-2016-PC-0005 dated August 11, 2016, the DHS Notice of Funding Opportunity, FEMA Guidance documents, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter and its attachments are incorporated in this Agreement as Attachment 6.

The SUBRECIPIENT acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The SUBRECIPIENT agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PRE-DISASTER MITIGATION GRANTS:
The following requirements apply to all DHS/FEMA Pre-Disaster Mitigation Grants administered by the DEPARTMENT.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

   a. The SUBRECIPIENT must make a case-by-case determination whether each agreement it makes for the disbursement of 15PDM funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.

2. PROJECT FUNDING

   The DEPARTMENT will administer the Pre-Disaster Mitigation grant program and will pass through the federal match. The SUBRECIPIENT will commit the required local match.

   a. The total cost of the project (total project cost) for the purposes of this Agreement is **$100,000.00** dollars; PROVIDED that, if the total cost of the project when completed, or when this Agreement is terminated, is actually less than this stated total cost, the actual cost shall be substituted herein.

b. The value of the local match contributions by the SUBRECIPIENT to the project shall be **$25,000.00** dollars, constituting **25** percent, at minimum, of the total project cost. The SUBRECIPIENT's local match contributions may be cash or in-kind, must be from a non-federal source, must be reasonable, allowable and allocable, and must comply with all Federal requirements and regulations.

c. When the DEPARTMENT enters into an agreement with the Federal Emergency Management Agency (FEMA) to contribute federal funds to this project, that federal contribution will be no more than **$75,000.00** dollars, constituting 75 percent, at minimum, of the total project cost, or the allowable federal percentage of the total project cost, whichever is less.

d. The DEPARTMENT shall not be obligated to pay any amount beyond that being contributed by FEMA as set out in Subsection c above, unless that additional amount has been approved in advance by both the DEPARTMENT and SUBRECIPIENT and is incorporated by written amendment into this Agreement.

e. A written amendment will be required if the SUBRECIPIENT expects cumulative transfers between project budgets, as identified in the Project Budget (Attachment 5) and Statement of Work and/or Description of Project (Attachment 3), to exceed 10% of the Grant Agreement Amount. Any changes to project budgets other than in compliance with this paragraph will not be reimbursed.

f. The funding for this project is provided by FEMA grant award. The award letter from FEMA is dated August 11, 2016, and is incorporated in and made a part of this Agreement as Attachment 6.

3. GRANT AGREEMENT PERIOD

Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall only be those after the obligation of federal funds on **May 29, 2015** and shall terminate on **October 30, 2018**. This period shall be referred to herein as the Agreement Period and/or Period of Performance, unless expressly stated otherwise. Costs incurred during the Agreement Period shall include pre-award costs authorized in writing by FEMA as well as eligible costs incurred after the effective date of the Agreement Period and before termination.

a. The SUBRECIPIENT shall complete the project as described in the FEMA approved project application **WA-2015-005,** incorporated and made a part of this Agreement as Attachment 7, and as described in Attachments 3, 4 and 5. In the event of extenuating circumstances, the SUBRECIPIENT may request, in writing, that the DEPARTMENT extend the deadline for Agreement completion.

The DEPARTMENT may, in its sole discretion, extend the deadline only by written amendment to this Agreement and contingent upon FEMA approval.

b. No expenditure made, or obligation incurred, before or after the Agreement Period shall be eligible, in whole or in part, for grant funds with the exception of pre-award costs authorized in writing by FEMA. In addition to any other remedy the DEPARTMENT may have under this Agreement, the amounts set out in Article II, section A,2. **Project Funding,** above, may be reduced by the Department in its sole discretion to exclude any such expenditure from participation.

c. Failure to complete the project in a timely manner, as outlined in Attachment 4, is a material breach of this Agreement for which the DEPARTMENT is entitled to termination or suspension under Attachment 2, section A.35.

4. PROJECT PAYMENT(s)

The DEPARTMENT, using mitigation funds from the Pre-Disaster Mitigation grant program, authorized under Section 203 of the Stafford Act, 42 U.S.C. 5133, shall issue payments to the SUBRECIPIENT as follows:

a. All payment requests shall be made to the SUBRECIPIENT upon submission and approval of eligible, reimbursable work completed and billed on an A-19 form, State of Washington Invoice Voucher. Approval is subject to receipt of acceptable

documentation by the Department, to include, but not limited to, copies of receipts for all goods and services purchased, copies of invoices from contractors and subcontractors for work completed, and copies of timesheets for staff involved with the project, sign-in/sign-out sheets for donated personnel and/or volunteer time spent on the project, and documentation to support other in-kind contributions.

b. The DEPARTMENT reserves the right to withhold disbursement of up to 10 percent of the total project cost, as specified in Article II, section A, 2, Project Funding, to the SUBRECIPIENT until the project has been completed and given final approval by the DEPARTMENT.

c. Final Payment: Final payment of any remaining, or withheld, funds will be made within 60 days after submission by the SUBRECIPIENT of the final report, final A-19, Voucher Distribution, and completion of all final inspections by the DEPARTMENT. Final payment by the DEPARTMENT also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final payment may be made following any audits conducted by the DEPARTMENT, Washington State Auditor's Office or the Department of Homeland Security Office of the Inspector General.

d. Within the total Grant Amount of this Agreement, budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.

e. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Amount of this Agreement.

f. For travel costs, SUBRECIPIENTs shall comply with 2 CFR 474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at http://www.gsa.gov, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT's Key Personnel.

g. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.

h. The SUBRECIPIENT will submit reimbursement requests to the DEPARTMENT by submitting a properly completed State A-19 Invoice Form, Interagency Electronic Funds Transfer, or Agency/Business invoice with support documentation detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted by email to both the DEPARTMENT's Hazard Mitigation Program Coordinator and the Program Manager no later than the due dates listed within the Project Development Schedule (Attachment 4), but not more frequently than monthly.

i. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.

j. If applicable, no costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.

k. Failure to timely submit complete reports and reimbursement requests as required by this Agreement will prohibit the SUBRECIPIENT from being reimbursed until such complete reports and reimbursement requests are submitted and the DEPARTMENT has had reasonable time to conduct its review. Final reimbursement requests will not be approved for payment until the SUBRECIPIENT is current with all reporting requirements contained in this Agreement.

l. SUBRECIPIENTs shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose.

The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

5. REPORTING REQUIREMENTS

In addition to the reports as may be required elsewhere in this Agreement, the SUBRECIPIENT shall promptly prepare and submit the following reports to the DEPARTMENT's Key Personnel:

a. Quarterly progress reports, no later than the 15th day following the end of the fiscal quarter, indicating the status of the project, to include a brief narrative on progress during the quarter. The report shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project, and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note any challenges or issues associated with the project.

Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT until a complete quarterly report is received by the DEPARTMENT.

b. A final report when the project is completed, prematurely terminated, or project assistance is terminated. The report shall include a final accounting of all expenditures and a description of work accomplished. If the project is not completed, the report shall contain an estimate of the percentage of completion, and shall indicate the degree of usefulness of the completed project. The report shall account for all expenditures not previously reported and shall include a summary for the entire project.

c. The SUBRECIPIENT shall submit a quarterly progress report describing current activities as outlined in the Project Development Schedule (Attachment 4).

d. The SUBRECIPIENT shall submit a Final Report with final reimbursement no later than 45 days after Agreement End Date.

b. The SUBRECIPIENT shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department the FFATA Form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms and return to the Department; which is incorporated by reference and made a part of this Agreement.

6. TIME EXTENSIONS

A time extension request for Agreement completion must be submitted by the SUBRECIPIENT to the DEPARTMENT no later than 60 days before the end of the Period of Performance. A time extension request must be in writing and identify the project, the reason the project has not been completed within the approved Period of Performance, a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to timely submit a complete time extension request may result in denial of the time extension and loss of funding for the project.

7. SUBRECIPIENT MONITORING:

a. The Department will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.

b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the Department 2 CFR Part 200 Subpart F Audit Certification Form" located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms with the signed Agreement and each fiscal year

thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.

c. Monitoring activities may include, but are not limited to:
   i. review of financial and performance reports;
   ii. monitoring and documenting the completion of Agreement deliverables;
   iii. documentation of phone calls, meetings, e-mails, and correspondence;
   iv. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements;
   v. observation and documentation of Agreement related activities, such as exercises, training, funded events, and equipment demonstrations;
   vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.

e. Compliancy will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

8. CLOSE-OUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing the date completed and total amount expended on the project on FINAL PROJECT REPORT form to the DEPARTMENT. After receipt of the FINAL PROJECT REPORT form, the DEPARTMENT will conduct a site inspection and review supporting documentation for compliance with the requirements of the Agreement.

Prior to project close-out, the SUBRECIPIENT shall provide the DEPARTMENT with acceptable documentation supporting compliance with the Agreement. General documentation supporting compliance with the Agreement typically includes, but is not limited to, the following:

- Photographs of the structures or properties involved in the project **prior** to project implementation **and after** project implementation.
- Digital geospatial coordinates (latitude and longitude) for each structure with an accuracy of ± 20 meters (64) feet.
- Certificate of occupancy or equivalent documentation from the appropriate regulatory authority for each structure to certify it is code-compliant.
- Certification that the SUBRECIPIENT has met the environmental and historic preservation conditions of the grant award as described in this Agreement.
- Copies of all compliance and consultation documentation required by the grant award as described in the Agreement (e.g., coastal zone management consistency determination from Department of Ecology).
- Copies of all documentation related to inspection for and removal and disposal of asbestos and other hazardous materials from each property.

Specific additional documentation requirements for projects to acquire properties for open space include, but are not limited to, the following:

- Signed Statement of Voluntary Participation from owner of each acquired property.
- Documentation of dates of acquisition and structure demolition or removal from property for each property.
- Copy of recorded open space deed restrictions for each acquired property.
- Copy of AW-501 form filed with National Flood Insurance Program for each acquired repetitive loss property.
- Documentation of consultation with Army Corps of Engineers and State Department of Transportation regarding future use of each property.

Specific additional documentation requirements for projects to elevate structures above the base flood elevation include, but are not limited to, the following:

- Photographs of the structures prior to elevation, and front, rear and side photos post-elevation.
- Copies of the pre-project elevation certificate for each structure, or documentation of methodology used to calculate the first-floor elevations.
- Copies of the post-project elevation certificate for each structure.
- Copies of certificate of occupancy for each elevated structure to certify that it is code compliant.
- Certification by an engineer, floodplain manager or other senior official of the SUBRECIPIENT that each completed structural elevation is in compliance with local ordinances and National Flood Insurance Program regulations and technical bulletins.
- Copy of AW-501 form filed with National Flood Insurance Program for each elevated repetitive loss property.
- Copies of proof of flood insurance for each elevated structure.
- Copies of the recorded deed restriction related to maintenance of flood insurance for each property within the Special Flood Hazard Area.

The DEPARTMENT will consult with the SUBRECIPIENT regarding other documentation requirements of the Agreement throughout the Period of Performance.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of all mitigation grant funds for six years following the closure of this grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

9. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

All SUBRECIPIENTs must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that SUBRECIPIENTs of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

10. PROCUREMENT

The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, **Attachment 2**, A.10.

a. For all sole source contracts expected to exceed $150,000, the SUBRECIPIENT must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates.

This requirement must be passed on to any non-federal entity to which the SUBRECIPIENT makes a subaward, at which point the SUBRECIPIENT will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the SUBRECIPIENT makes a subaward.

11. EQUIPMENT AND SUPPLY MANAGEMENT

a. If applicable, SUBRECIPIENTs and any non-federal entity to which the SUBRECIPIENT makes a subaward shall comply with 2 CFR 200.318 – 200.326, to include but not limited to:

i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the SUBRECIPIENT, or a recognized non-federal entity to which the SUBRECIPIENT has made a subaward, for which a contract, or other means of legal transfer of ownership is in place.

ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the SUBRECIPIENT's inventory system.

iii. Equipment records shall include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Federal Award Identification Number (FAIN); Catalogue of Federal Domestic Assistance (CFDA) number; who holds the title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.

iv. The SUBRECIPIENT shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the SUBRECIPIENT to determine the cause of the difference. The SUBRECIPIENT shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

v. The SUBRECIPIENT shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The SUBRECIPIENT shall develop appropriate maintenance schedules and procedures to ensure the equipment and supplies are well maintained and kept in good operating condition.

vi. The SUBRECIPIENT must obtain and maintain all necessary certifications and licenses for the equipment.

vii. The SUBRECIPIENT shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated and a report generated and sent to the Department.

viii. If the SUBRECIPIENT is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.

ix. If, upon termination or at the Grant Agreement End Date, there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value which will not be needed for any other Federal award, or when original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, the SUBRECIPIENT must comply with following procedures:

a) The SUBRECIPIENT may retain the supplies for use on other non-Federal related activities or sell them, but must compensate the Federal sponsoring agency for its share.

b) The SUBRECIPIENT must dispose of equipment as follows:

i). Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of by the SUBRECIPIENT with no further obligation to the awarding agency.

ii). Items of equipment with a current per-unit fair market value of more than $5,000 may be retained or sold and the SUBRECIPIENT shall compensate the Federal-sponsoring agency for its share.

x. Records for equipment shall be retained by the SUBRECIPIENT for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the SUBRECIPIENT until all litigation, claims, or audit findings involving the records have been resolved.

b. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using Federal award funds.

c. Equipment purchased with DHS federal award funds is to be marked with "Purchased with funds provided by the U.S. Department of Homeland Security" when practicable.

d. Prior to procuring pharmaceuticals, SUBRECIPIENTs must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. SUBRECIPIENTs are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's period of performance for 15PDM. The cost of disposal cannot be carried over to another DHS/FEMA grant or grant period.

e. As a SUBRECIPIENT of federal funds, the SUBRECIPIENT must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the SUBRECIPIENT makes a subaward of federal award funds under this Agreement.

B. DHS FFY15 STANDARD TERMS AND CONDITIONS

As a SUBRECIPIENT of PDM funding, the SUBRECIPIENT shall comply with all applicable DHS terms and conditions of the PDM Award Letter and its incorporated documents for DHS, which are incorporated in and made a part of this Agreement as Attachment 6.

Washington State Military Department
GENERAL TERMS AND CONDITIONS
Mitigation Grants

A.1 DEFINITIONS

As used throughout this Agreement, the following terms will have the meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

a. "**DEPARTMENT**" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that Department. DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.

b. **"SUBRECIPIENT"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes. "

c. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities, and policies.

d. **"Project"** shall mean those activities as described in the FEMA approved project application **WA-2015-005**, which are incorporated in and made a part of this Agreement which is incorporated in and attached hereto as Attachment 7, and as also described in Attachments 3, 4, and 5.

g. "**PL**" – is defined and used herein to mean the Public Law.
h. "**CFR**" – is defined and used herein to mean the Code of Federal Regulations.
i. "**OMB**" – is defined and used herein to mean the Office of Management and Budget.
j. "**WAC**" – is defined and used herein to mean the Washington Administrative Code.
k. "**RCW**" – is defined and used herein to mean the Revised Code of Washington.

A.2 ADVANCE PAYMENTS PROHIBITED

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. The SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUBRECIPIENT. No other understandings or agreements, written or oral, shall be binding on the parties.

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The SUBRECIPIENT must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.6 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

A.5 ASSURANCES

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the SUBRECIPIENT certifies that the SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The SUBRECIPIENT shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at http://mil.wa.gov/emergency-management-divison/grants/requiredgrantforms. Any such form completed by the SUBRECIPIENT for this Agreement shall be incorporated into this Agreement by reference.

Further, the SUBRECIPIENT agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUBRECIPIENT certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed $25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (http://www.sam.gov) maintained by the federal government. The SUBRECIPIENT also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/). The SUBRECIPIENT also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline

Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the SUBRECIPIENT, its contractors, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The SUBRECIPIENT is responsible for all costs or liability arising from its failure, and that of its contractors, to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

A.9 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUBRECIPIENT or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUBRECIPIENT who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement. The SUBRECIPIENT shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.10 CONTRACTING & PROCUREMENT

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the SUBRECIPIENT under this Agreement must include the following provisions, as applicable:

1) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to

the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or SUBRECIPIENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or SUBRECIPIENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of Federal awarding agency requirements and regulations pertaining to reporting.

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

13) Access by the DEPARTMENT, the SUBRECIPIENT, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

14) Retention of all required records for six years after the SUBRECIPIENT has made final payments and all other pending matters are closed.

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

b. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents, and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326/. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.

c. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the Contractor and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.13 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the mitigation grant funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same purpose from any other source.

The SUBRECIPIENT will pursue full payment of eligible insurance benefits for properties covered in a project under this Agreement. The SUBRECIPIENT will repay any mitigation grant funds that are duplicated by other benefits, funds, or insurance proceeds.

A.14 HAZARDOUS SUBSTANCES

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70.105D.020 (10).

A.15 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the SUBRECIPIENT, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUBRECIPIENT, its sub-contractors, , assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the SUBRECIPIENT further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUBRECIPIENT, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUBRECIPIENT, or SUBRECIPIENT's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

A.16 LIMITATION OF AUTHORITY – Authorized Signature

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature representative and the Authorized Signature representative of the SUBRECIPIENT or Alternate for the SUBRECIPIENT, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the SUBRECIPIENT shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.17 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the SUBRECIPIENT an opportunity to cure.

Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the DEPARTMENT has no obligation to do so.

A.18 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the SUBRECIPIENT.

A.19 NONDISCRIMINATION

The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.20 NOTICES

The SUBRECIPIENT shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.21 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/ HEALTH ACT (OSHA/WISHA)

The SUBRECIPIENT represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUBRECIPIENT's performance under this Agreement. To the extent allowed by law, the SUBRECIPIENT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUBRECIPIENT to so comply.

A.22 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT. The SUBRECIPIENT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.23 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.24 PRIVACY

Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons' personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.25 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.26 PUBLICITY

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CDR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.27 RECAPTURE PROVISION

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand.

In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees from the SUBRECIPIENT.

A.28 RECORDS

a. The SUBRECIPIENT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUBRECIPIENT's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
b. The SUBRECIPIENT's records related to this Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
c. The records shall be made available by the SUBRECIPIENT for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUBRECIPIENT's normal working day.
d. The SUBRECIPIENT shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.29 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUBRECIPIENT with the project/statement of work/work plan (project) by providing Federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the SUBRECIPIENT.

The DEPARTMENT undertakes no responsibility to the SUBRECIPIENT, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUBRECIPIENT, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUBRECIPIENT shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The SUBRECIPIENT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUBRECIPIENT in connection with the project. The SUBRECIPIENT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.30 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.31 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities, as SUBRECIPIENTs of a federal award, that expend $750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F Non-federal entities that spend less than $750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or SUBRECIPIENT.

SUBRECIPIENTs that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The SUBRECIPIENT has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records.

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Once the single audit has been completed and it includes any audit findings, the SUBRECIPIENT must send a full copy of the audit to the DEPARTMENT and its corrective action plan no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to:

Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032

If SUBRECIPIENT claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, SUBRECIPIENT must send a letter identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUBRECIPIENT fiscal year(s) to the address listed above.

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUBRECIPIENT shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENTs failure to comply with said audit requirements may result in one or more of the following actions in the DEPARTMENT's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.32 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The SUBRECIPIENT, and/or employees or agents performing under this Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUBRECIPIENT will not be presented as nor claim to be an officer or employee of the DEPARTMENT by reason of this Agreement, nor will the SUBRECIPIENT make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUBRECIPIENT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

A.33 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the SUBRECIPIENT shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUBRECIPIENT or its staff required by statute or regulation that are applicable to Agreement performance.

A.34 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the SUBRECIPIENT may terminate this Agreement by providing written notice of such termination to the DEPARTMENT's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the SUBRECIPIENT. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.35 TERMINATION OR SUSPENSION FOR CAUSE

In the event the DEPARTMENT, in its sole discretion, determines the SUBRECIPIENT has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that

render the SUBRECIPIENT unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Agreement in whole or in part.

The DEPARTMENT may notify the SUBRECIPIENT in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBRECIPIENT an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUBRECIPIENT liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUBRECIPIENT an opportunity to cure, the DEPARTMENT shall notify the SUBRECIPIENT in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the SUBRECIPIENT, if allowed, or pending a decision by the DEPARTMENT to terminate the Agreement in whole or in part.

In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUBRECIPIENT: (1) was not in default or material breach, or (2) failure to perform was outside of the SUBRECIPIENT's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.36 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the DEPARTMENT terminates this Agreement, the SUBRECIPIENT shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the DEPARTMENT may require the SUBRECIPIENT to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUBRECIPIENT agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Agreement termination, and the amount agreed upon by the SUBRECIPIENT and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUBRECIPIENT for termination. The DEPARTMENT may withhold from any amounts due the SUBRECIPIENT such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUBRECIPIENT shall:

a. Stop work under the Agreement on the date, and to the extent specified, in the notice;

b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;

c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;

d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;

e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the Agreement had been completed, would have been required to be furnished to the DEPARTMENT;

f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and

g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Agreement which is in the possession of the SUBRECIPIENT and in which the DEPARTMENT has or may acquire an interest.

A.37 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUBRECIPIENT is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The SUBRECIPIENT may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.38 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The SUBRECIPIENT, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.39 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

STATEMENT OF WORK AND/OR DESCRIPTION OF PROJECT

SUBRECIPIENT: City of Everett Office of Emergency Management
PROJECT TITLE: City of Everett Hazard Mitigation Plan Update

The purpose of this project is for the City of Everett Office of Emergency Management to update their multi hazard mitigation plan that meets the requirements of 44 CFR part 201.6.

A specific and more detailed statement of work is found in the FEMA approved Project Application WA-2015-005 (Attachment 7).

City of Everett Office of Emergency Management Agrees To:

1. Comply with the terms of this Agreement and all Attachments, including but not limited to, accomplish tasks and conditions outlined in the Statement of Work And/Or Description of Project (Attachment 3), comply with the Project Development Schedule (Attachment 4), and comply with the Project Budget (Attachment 5).

2. Submit quarterly reports that cover the previous three months no later than the 15th of the following month (or the next work day) in January, April, July and October until all requirements are fulfilled. Quarterly reports are required regardless of the level of work completed during the reporting period. Quarterly reports must include sufficient narrative to determine the degree to which the project has been implemented, the estimated time for completion, and significant developments such as delays or adverse conditions that might raise costs or delay completion, as well as favorable conditions allowing lower costs or earlier completion. Failure of the SUBRECIPIENT to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments until a complete quarterly report is received by the DEPARTMENT.

3. Submit pen-and-ink signed, approved invoice vouchers (state form A-19) for eligible, reimbursable work completed, no more frequently than monthly and no less frequently than quarterly. Each billing must identify the task(s) completed and any other funding identification pertinent to the task(s), including match. Supporting documentation is required for all costs, to include tracking of staff time spent on the project through timesheets or other documentation approved by the DEPARTMENT; dated invoices from all contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation tracking in-kind contributions of personnel, equipment and supplies, if used on the project. Project costs must be tracked and reported by approved budget cost categories as found in Project Budget (Attachment 5). Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19, along with documentation to substantiate all project costs.

4. Return by DEPARTMENT staff of invoices to the SUBRECIPIENT if the SUBRECIPIENT is unable to provide sufficient documentation to staff within 15 calendar days of the staff's written request for additional documentation to support the reimbursement request.

5. Submit a signed final project report before final reimbursement is made by the DEPARTMENT.

6. Programmatic, Environmental And Historic Preservation Conditions

   In completing this project, the SUBRECIPIENT must adhere to the following programmatic, environmental and historic preservation conditions:

   a. Scope of Work Change: Requests for changes to the Scope of Work after grant award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the application, the feasibility and effectiveness of the project, or reduce the Benefit Cost Ratio below 1.0. Requests must be supported by adequate justification, including a description of the proposed change; a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity.

      A proposed change to the approved Scope of Work (as presented in the FEMA approved project application) must be submitted to the DEPARTMENT and FEMA in advance of implementation for re-evaluation for compliance with National Environmental Policy Act (NEPA) and other Laws and Executive Orders.

Prior approval for a change to the approved Scope of Work must be obtained from the DEPARTMENT and FEMA before the change is implemented. Failure to obtain prior approval for a revised Scope of Work could result in ineligibility of resulting costs.

b. Comply with all applicable federal, state and local laws and regulations. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding provided by this Agreement.

c. Monitor site work during ground-disturbing activities for evidence of potential archaeological resources that are uncovered. SUBRECIPIENT must halt the project in the event historically or archaeologically significant materials or sites (or evidence thereof) are discovered. By way of example, such evidence may include, but is not limited to, artifacts such as arrowheads, bone fragments, pottery shards, and features such as fire pits or structural elements. All reasonable measures must be taken to avoid or minimize harm to such resources until such time as the SUBRECIPIENT notifies the DEPARTMENT, and FEMA, in consultation with the State Historic Preservation Officer (SHPO) and appropriate Native American tribes, determines appropriate measures have been taken to ensure that the project is in compliance with the National Historic Preservation Act. In addition, upon discovery of human skeletal remains, the SUBRECIPIENT is required by state law to notify the county coroner and local law enforcement in the most expeditious manner possible and to immediately stop any activity which may cause further ground disturbance.

d. Determine the presence of hazardous materials and/or toxic waste, and identifying, handling, managing, abating and disposing of such materials in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies, including but not limited to the Washington Department of Ecology. Such materials may include, but are not limited to, asbestos, lead-based paint, propane cylinders, sand blasting residue, discarded paints and solvents, cleaning chemicals, containers of pesticides, lead-acid batteries, items containing chlorofluorocarbons (CFCs), motor oil and used oil filters, and unlabeled tanks or containers.

e. Confirm with the State Department of Ecology whether this project will require a consistency determination under the Coastal Zone Management Act. If required, the SUBRECIPIENT shall obtain and comply with all requirements of the determination prior to starting the project.

f. Select, implement, monitor, and maintain Best Management Practices (BMPs) to control soil erosion and sedimentation, reduce spills and pollution, and provide habitat protection. The acquisition site shall be stabilized from erosion and silt laden runoff by implementing these BMPs and securing the site from transient vehicle access. Any excavation and/or grading shall be done within and/or adjacent to the existing building footprint area and not beyond undisturbed portions of the site.

The Military Department Agrees To:

1. Provide staff coordination and input regarding grant administration for funding and technical assistance for project and reviews for mitigation construction projects, as necessary.
2. Except as otherwise provided in Article II, A. 4. of this Agreement, reimburse City of Everett Department of Emergency Management within 30 days of receipt and approval of signed, dated invoice voucher(s) (state form A-19) with sufficient documentation of costs to include completion of tasks to date and dated invoices for goods and services purchased. Costs must be categorized according to the budget item and cost classification shown in the Project Budget (Attachment 5). The DEPARTMENT will return invoices to the SUBRECIPIENT if the SUBRECIPIENT is unable to provide sufficient documentation within 15 calendar days of the DEPARTMENT's written request for additional documentation to support the reimbursement request.
3. Coordinate with the staff of City of Everett Department of Emergency Management to schedule any sub-recipient monitoring, site visits or final inspections by DEPARTMENT staff.

PROJECT DEVELOPMENT SCHEDULE

SUBRECIPIENT: City of Everett Office of Emergency Management
PROJECT TITLE: City of Everett Hazard Mitigation Plan Update

DESCRIPTION OF ACTIVITY/TASK	***SCHEDULED COMPLETION DATE***
Hire a contractor to update the Everett Hazard Mitigation Plan	November 2016
Review current plan and integrate new/updated conditions	February 2017
Update Everett Hazard Inventory and Vulnerability Assessment	May 2017
Conduct public involvement activities	August 2017
Integrate updated Everett Hazard Mitigation Plan with other relevant plans	November 2017
Submit the updated plan to the State and FEMA for review	February 2018
Adopt and promulgate updated Everett Hazard Mitigation Plan	August 2018
Total Time Required to Complete This Project: 21 months	
Quarterly Reports Due on Project Progress, Final Project Report and all documentation, site visits and inspections.	October 15, 2016; January 15, 2017; April 15, 2017; July 15, 2017; October 15, 2017; January 15, 2018; April 15, 2018; July 15, 2018;

PROJECT BUDGET

SUBRECIPIENT: City of Everett Office of Emergency Management
PROJECT TITLE: City of Everett Hazard Mitigation Plan Update

APPROVED BUDGET CATEGORY	*ESTIMATED COST*
Hire a contractor to update the plan (in-kind match)	$1,444.00
Supplies to support planning effort	$6,000.00
Review and update current plan	$18,750.00
Review and update current plan: staff assistance (in-kind match)	$1,672.00
Update HIVA	$18,750.00
Update HIVA: Staff assistance (in-kind match)	$3,420.00
Conduct public involvement activities	$18,750.00
Conduct public involvement: staff assistance (in-kind match)	$5,092.00
Integrate updated plan with other relevant plans	$18,750.00
Integrate update w/other plans: staff assistance (in-kind match)	$3,116.00
Submit updated plan to State and FEMA for review (in-kind match)	$2,584.00
Adopt and promulgate updated plan (in-kind match)	$1,672.00
TOTAL	$100,000.00

Tracking and Reporting Project Costs: Project expenses for which reimbursement is sought must be tracked and reported by approved budget cost categories, above. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19. Supporting documentation of all costs shall include, but not be limited to: tracking of staff time spent on the project through timesheets or other similar documentation; dated invoices from contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation of in-kind contributions of personnel, equipment and supplies.

Final Payment: Final payment of any remaining, or withheld, funds will be made upon submission by the SUBRECIPIENT within 60 days of completion of the project of the final report and an A-19, Voucher Distribution, and completion of all final inspections by the DEPARTMENT. Final payment also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final payment may be made following any audits conducted by the DEPARTMENT, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.

Per Pre-Disaster Mitigation program guidance, no cost overruns will be funded. If costs exceed the maximum amount of FEMA funding approved, the Applicant shall pay the costs in excess of the approved budget.

U.S. Department of Homeland Security
Region X
130 228th Street, SW
Bothell, WA 98021-9796

FEMA

August 11, 2016

Brynné Walker, State Hazard Mitigation Programs Manager
Washington Emergency Management Division
MS: TA-20, Building 20
Camp Murray, Washington 98430-5122

RE: Pre-disaster Mitigation Competitive Grant Program (PDMC) FY 2015
DHS-FEMA award number: EMS-2016-PC-0005
Award of sub-grants

Dear Ms. Walker:

The following planning and management sub-grants are awarded under the Pre-disaster Mitigation Competitive Grant Program. The sub-grant Scopes of Work and Budgets transmitted by the state are approved subject to the conditions below and in the attachments.

Sub-grant #/Sub-grantee - Project	Performance period	Federal Share	Non-federal Share	Total Project Cost
PDMC-PL-10-WA-2015-002 / Kittitas County – Hazard Mitigation Plan Update	05/29/2015 To 10/30/2018	$91,125.00	$30,375.00	$121,500.00
PDMC-PL-10-WA-2015-004 / City of Everett Office of Emergency Management – Hazard Mitigation Plan Update	05/29/2015 To 10/30/2018	$75,000.00	$25,000.00	$100,000.00
PDMC-MC-10-WA-2015-010/ WMD-EMD – Management Costs	05/29/2015 To 10/30/2018	$16,612.45	$5,537.55	$22,150.00

Ms. Walker:

RE: Pre-disaster Mitigation Competitive Grant Program (PDMC) FY 2015
DHS-FEMA award number: EMS-2016-PC0005
Award of sub-grants

The award funding paperwork has been transmitted through eGrants. The performance period for this grant begins May 29, 2015 and ends October 30, 2018. The performance periods for the approved sub-grants are identified in the above matrix.

Grant management regulations provide for a liquidation period of 90 days immediately following the end of the award performance period. The performance period for award EMS-2016-PC-0005 ends October 30, 2018. The state has until January 29, 2019 to complete administrative actions, make final payment requests, and submit final reports in accordance with 2 CFR 200.

PDMC-PL-10-WA-2015-002 / Kittitas County – Hazard Mitigation Plan Update
PDMC-PL-10-WA-2015-004 / City of Everett – Hazard Mitigation Plan Update
These planning projects have been approved compliant with the National Environmental Policy Act (NEPA). A copy of the *Programmatic Categorical Exclusion for Studies, Plans, Regulations and Guidance* is enclosed. Sub-grant approval is subject to the following conditions:

- No regulatory changes can affect the physical environment
- No funding can be used for implementation of actions identified in a plan or study

PDMC-MC-10-WA-2015-010/ WMD-EMD – Management Costs
This management subaward has been approved as compliant with the National Environmental Policy Act (NEPA). A copy of the *Programmatic Categorical Exclusion for Administrative Actions* is enclosed. This subaward approval is subject to the following conditions:

- Actions are limited to administrative activities.

The management and administration of the sub-grants in completing approved scopes of work must also comply with the *Standard Administrative Provisions Hazard Mitigation Assistance Grants (HMA)*, the *Grant Agreement Articles*, the *FY16 DHS- Standard Terms & Conditions*, and the terms and conditions provided on the back of the FEMA-Form 76-10A, *Obligating Document for Awards/Amendments* attached to this letter.

If you have any programmatic questions, please contact Steven Randolph at (425) 487-4671. I can be reached at (425) 487-4583 should you have any financial or grant management questions.

Respectfully,

ROBERT W LITTLE

Digitally signed by ROBERT W LITTLE
DN: c=US, o=U.S. Government, ou=Department of Homeland Security, ou=FEMA, ou=People, cn=ROBERT W LITTLE, 0.9.2342.19200300.100.1.1=0527191231.FEMA
Date: 2016.08.11 14:10:41 -07'00'

Rob Little, Grants Management Specialist
Grant Programs Division

Attachments

Appendix A to Part 170—Award term

I. Reporting Subawards and Executive Compensation.

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov*.

ii. ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. *Reporting Total Compensation of Recipient Executives.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is $25,000 or more;
ii. in the preceding fiscal year, you received—

A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
B. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

   i. As part of your registration profile at *http://www.ccr.gov.*

   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

   i. in the subrecipient's preceding fiscal year, the subrecipient received—

      A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      B. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

   ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

   i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions.*

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR Part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see

Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

   i. Receives a subaward from you (the recipient) under this award; and

   ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

   i. *Salary and bonus.*

   ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

   iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

   iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

   v. *Above-market earnings on deferred compensation which is not tax-qualified.*

   vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

FY 2015
PRE-DISASTER MITIGATION PROGRAM
GRANT AGREEMENT ARTICLES
PRE-DISASTER MITIGATION GRANT AGREEMENT ARTICLES
CFDA# 97.047

RECIPIENT: Washington Emergency Management Division

AGREEMENT NUMBER: EMS-2016-PC-0005

AMENDMENT NUMBER: 00

DESIGNATED AGENCY: DHS-FEMA

PERFORMANCE PERIOD: May 29, 2015 – October 30, 2018

GENERAL INFORMATION:

The **Pre-Disaster Mitigation (PDM)** grant program provides grants to States and Indian Tribal government or territory that, in turn, provide Subawards to local governments for cost-effective mitigation activities that are selected via a Ranking. Funds will be used to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures, while also reducing reliance on funding from actual disaster declarations.

ARTICLE I. FEMA AUTHORITY

The United States of America through the Department of Homeland Security's Federal Emergency Management Agency (FEMA) agrees to grant to the State/Indian Tribal government, through its designated agency named above, hereinafter referred to as "the Recipient," through its designated agency named above, the funds in the amount specified on the obligating document, to support the **Pre-Disaster Mitigation** Grant Program, authorized under 42 U.S.C. 5133, Section 203, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Public Law 93-288, as amended.

The Recipient agrees to abide by the Grant Award terms and conditions as set forth in this document.

ARTICLE II. PROJECT DESCRIPTION

The Recipient shall perform the work described in the application package and made a part of these Grant Agreement Articles.

ARTICLE III. PERIOD OF PERFORMANCE

The period of performance shall be May 29, 2015 through October 30, 2018. All costs must be incurred during the period of performance, including pre-award costs.

ARTICLE IV. AMOUNT AWARDED

This Grant Award is for the administration and completion of an approved **Pre-Disaster Mitigation project**. Funds approved under this Grant Agreement may not be used for other purposes. If costs exceed the amount of FEMA funding approved, then the Recipient shall pay the costs that are in excess of the approved budget.

The approved budget for this Grant Award by category is:

	TOTAL
Personnel	**$14,363.00**
Fringe Benefit	**$4,310.00**
Travel	**$500.00**
Equipment	**$0.00**
Supplies	**$155.00**
Contractual	**$0.00**
Construction	**$0.00**
Other	**$221,500.00**
TOTAL DIRECT	**$240,828.00**
Indirect Charges	**$2,822.00**
TOTAL BUDGET	**$243,650.00**

The Recipient shall follow regulations found in Title 2 Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards "Super Circular" [which supersedes 44 CFR Part 13, 2 CFR Part 215, and Office of Management and Budget (OMB) Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-133 as of December 26, 2014], Title 2 CFR Part 170, Reporting Subaward and Executive Compensation – Appendix A to Part 170 – Award Term (see ARTICLE VII. TERMS AND CONDITIONS), and the Hazard Mitigation Assistance Guidance to implement this Grant Agreement.

ARTICLE V. COST SHARE

The cost-share requirement for this award is 75 % Federal and 25 % non-Federal.

The cost-share for PDM is governed by 42 USC 5133, Section 203(h), of the Stafford Act:

a. Small, impoverished communities may receive a Federal cost-share of up to 90% of the total cost to implement eligible PDM activities.

b. The PDM program offers up to 75% Federal cost-share funding for all other activities and all other insured properties.

ARTICLE VI. FEMA OFFICIALS

FEMA officials are as follows:

The Project Officer shall be an official at the FEMA Regional Office who will be responsible for the monitoring of the activities as described in the application.

The Project Officer is: STEVEN RANDOLPH

The Assistance Officer is the FEMA official who has full authority to negotiate, administer and execute all business matters of the Grant Agreement.

The Assistance Officer is: ROB LITTLE

ARTICLE VII. TERMS AND CONDITIONS

The specific terms and conditions of this agreement are as follows:

Federal Funding Accountability and Transparency Act:

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (2 CFR Part 170) requires Recipients to report certain information about themselves and their first-tier Subrecipients for each Federal award of $25,000 or more awarded on or after October 1, 2010. (See attached APPENDIX A to Part 170-Award term).

ASSURANCE COMPLIANCE:

The certifications signed by the Recipient in the application relating to maintenance of a Drug-Free Workplace (44 CFR Part 17, Subpart F) and New Restrictions on Lobbying (44 CFR Part 18) apply to this grant agreement and are incorporated by reference.

Prohibition on Using Federal Funds.

The Recipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Compliance with Program Guidance.

The Recipient agrees that all use of funds under this Grant Agreement will be in accordance with the Unified Hazard Mitigation Assistance Guidance at the time of the application.

BUDGET REVISIONS:

The Recipient shall follow prior approval requirements for budget revisions found in 2 CFR Part 200. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget.

If a Recipient estimates that it will have obligated funds remaining after the end of the performance period, the Recipient must report this to the FEMA Regional Office at the earliest possible time and ask for disposition instructions.

Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Recipients will be notified of the changes in writing. Once notification has been made, any subsequent drawdown of additional funds will indicate the Recipient's acceptance of the changes to the award.

CLOSEOUT:

Reports Submission: Per 2 CFR Part 200, when the appropriate grant award performance period expires, the Recipient shall submit the following documents within 90 days: (1) a final Financial Report; (2) final Program Performance Report; (3) an inventory of equipment purchased under each grant's funds; (4) an inventory of Federally-owned property; and (5) other required documents specified by program regulation.

Report Acceptance: FEMA shall review the Recipient reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Recipient and FEMA's records, and close out the grant in writing.

Record Retention: Records shall be retained for 3 years (except in certain rare circumstances) from the date the final Federal Financial Report is submitted to FEMA in compliance with 2 CFR Part 200.

CONSTRUCTION PROJECT REQUIREMENTS:

1. Acceptance of Federal funding requires FEMA, the Recipient and any Subrecipients to comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize Federal funding.
2. Any change to the approved scope of work will require re-evaluation by FEMA for Recipient and Subrecipient compliance with the National Environmental Policy Act and other laws and Executive Orders.
3. If ground disturbing activities occur during construction, the Recipient and any Subrecipients must ensure monitoring of ground disturbance and, if any potential archeological resources are discovered, the Subrecipient will immediately cease construction in that area and notify the Recipient and FEMA.

COPYRIGHT:

The Recipient is free to copyright any original work developed in the course of or under this Grant Agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for Government purposes. Any publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

COST SHARE:

The Recipient shall follow cost-sharing requirements mandated by program guidance, statute or regulation and in compliance with 2 CFR Part 200. Cost-share funding shall be available with the approval of each grant. Period of Performance extensions shall not be approved for delays caused by lack of cost-share funding.

ENFORCEMENT:

FEMA enforcement remedies shall be processed as specified in 2 CFR Part 200, Enforcement when the Terms and Conditions of this Grant Agreement are not met.

EQUIPMENT/SUPPLIES:

The Recipient must comply with the regulations listed in 2 CFR Part 200 and must be in compliance with state laws and procedures.

FUNDS TRANSFER:

No transfer of funds to agencies other than those identified in the approved Grant Agreement shall be made without prior approval of FEMA.

INSURANCE:

In compliance with Public Law 103-325, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any person receiving Federal assistance for the repair, replacement, or restoration for damage to any personal or residential property at any time must maintain flood insurance if the property is located in a Special Flood Hazard Area.

PAYMENT:
Recipient shall be paid using the FEMA Payment and Reporting System (PARS), provided Recipient maintains and complies with procedures for minimizing the time between transfer of funds from the US Treasury and disbursement by the Recipient and Subrecipients. The Recipient commits itself to: 1) initiating cash drawdowns only when actually needed for its disbursement; 2) timely financial reporting per FEMA requirements, using the SF-425; and 3) imposing the same standards of timing and amount upon any Subrecipient.

Subrecipients must comply with the same payment requirement as the Recipient and must comply with the requirements specified in the Recipient's subaward Agreement.

DUPLICATION OF PROGRAMS:
FEMA will not provide assistance under its programs for activities that FEMA determines another Federal program has a more specific or primary authority to provide. FEMA also will not provide assistance for the applicant or subapplicant's legal obligations. FEMA may disallow or recoup amounts that duplicate funding from other authorities.

DUPLICATION OF BENEFITS:
Hazard Mitigation Assistance (HMA) funds cannot duplicate or be duplicated by funds received by or available to Applicants, subapplicants, or project or planning participants from other sources for the same purpose, such as benefits received from insurance claims, other assistance programs (including previous project or planning grants and subawards from HMA programs), legal awards, or other benefits associated with properties or damage that are or could be subject of litigation.

Because the availability of other sources of mitigation grant or loan assistance is subject to available information and the means of each individual applicant, HMA does not require proof that other assistance (not including insurance) has been sought. However, it is the responsibility of the property owner to report other benefits received, any applications for other assistance, the availability of insurance proceeds, or the potential for other compensation, such as from pending legal claims for damages, relating to the property. Amounts of other grants, loans or other assistance designated for the same purpose as HMA funds, if received, may be used to reduce the non-Federal cost-share.

Where the property owner has an insurance policy covering any loss to the property which relates to the proposed HMA project, the means are available for receiving compensation for a loss or, in the case of increased cost of compliance (ICC), assistance toward a mitigation project. FEMA will generally require that the property owner file a claim prior to the receipt of HMA funds.

NON DISCRIMINATION:
The program must be administered in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status. The program complies with Title VI of the 1964 Civil Rights Act and other applicable laws. All applicants/Recipients must comply with Title VI, including State and local governments distributing Federal assistance.

Applicants/Recipients and Subapplicants/Subrecipients will ensure that no discrimination is practiced. Applicants must consider fairness, equity, and equal access when prioritizing and selecting project subapplications to submit with their application. Subapplicants and Subrecipients must ensure fairness, equity and equal access when consulting and making offers of mitigation to property owners that benefit from mitigation activities.

CHANGES IN SCOPE OF WORK:

Requests for changes to the scope of work (SOW) after award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the subapplication, the feasibility and effectiveness of the project, or the benefit cost ratio. Requests must be supported by adequate justification from the applicant in order to be processed. The justification is a description of the proposed change, a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity. All approvals will be at FEMA's discretion, and there is no guarantee that SOW changes will be approved.

PERFORMANCE PERIODS:

All grant award activities, including all projects and/or activities approved under each subaward, shall be completed within the time period prescribed and authorized on the obligating documents. All costs must be incurred within the approved performance period.

EXTENSIONS:

Requests for time extensions to the Period of Performance will be considered but will not be granted automatically and must be supported by adequate justification submitted to the Regional Office in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended Period of Performance; and a description of performance measures necessary to complete the activity. Without justification, extensions requests will not be processed. Financial and Performance reports must be current in order for a time extension to be considered.

RECOUPMENT OF FUNDS:

FEMA will recoup mitigation planning grant funds for grants that do not meet the deliverable criteria of an adopted, FEMA-approved mitigation plan by the end of the performance period.

RECOVERY OF FUNDS:

The Recipient will process the recovery of assistance paid to Subrecipients processed through error, misrepresentation, or fraud or if funds are spent inappropriately. Recovered funds shall be submitted to FEMA as soon as the funds are collected, but no later than 90 days from the expiration date of the appropriate grant award agreement.

All fraud identifications will be reported to the FEMA Inspector General's office. The Recipient agrees to cooperate with investigation conducted by the FEMA Inspector General's office.

REFUND, REBATE, CREDITS:
The Recipient shall transfer to FEMA the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this agreement, along with accrued interest, if any. The Recipient shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with FEMA in any claim or suit in connection with amounts due.

REPORTS:
Federal Financial Reports (SF-425):

The Recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial Grant Agreement. The Recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent.

Program Performance Reports (SF-PPR):

The Recipient shall submit the Program Performance Reports (SF-PPR) within 30 days of the end of each quarter. The Regional Administrator may waive the initial report. The Recipient shall submit quarterly PPRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. PPRs shall report the name, completion status, expenditure, and payment-to-date of each approved activity/subaward award under the Grant Award.

Final Reports:
The Recipient shall submit a final FFR and PPR 90 days after the end date of the performance period.

TERMINATION:
The Recipient, Subrecipient, or FEMA may terminate grant award agreements by giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested. The Recipient's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Close out of the Grant Agreement will be commenced and processed as prescribed under Article VII. 3.

ARTICLE VIII. GOVERNING PROVISIONS

The Recipient and any Subrecipients shall comply with all applicable laws and regulations. A non-exclusive list of laws and regulations commonly applicable to FEMA grants is attached hereto for reference only.

The Recipient and any Subrecipients shall also be bound by the Unified Hazard Mitigation Assistance Guidance document.

Commonly Applicable Statutes and Regulations

Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities

Section 1366 (42 USC 4104c), of the National Flood Insurance Act of 1968 (42 U.S.C. § 4104c. – the "NFIA" or "the Act"), as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325, the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, and Biggert-Waters Flood Insurance Reform Act, Public Law 112-141.

Title 44 of the Code of Federal Regulations (CFR)

44 CFR Part 79-Flood Mitigation Grants

44 CFR Part 80-Property Acquisition and Relocation for Open Space

44 CFR Part 9-Floodplain Management and Protection of Wetlands

44 CFR Part 10-Environmental Considerations

2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards "Super Circular"

31 CFR Part 205-Rules and Procedures for Efficient Federal-State Funds Transfers

2 CFR Part 170, Reporting Subaward and Executive Compensation – Appendix A to Part 170 – Award Term (attached)

48 CFR Part 31.2 (Federal Acquisition Regulation)

Back of FEMA Form 76-10A
WASHINGTON MILITARY DEPARTMENT, EMERGENCY MANAGEMENT DIVISION (WMD-EMD)

PRE-DISASTER MITIGATION COMPETITIVE GRANT PROGRAM (PDMC)
FY2015 GRANT – EMS-2016-PC-0005, AWARD

15b:

1. This constitutes an award of federal funds approved under the Pre-disaster Mitigation Competitive grant program. The performance period of this grant begins on May 29, 2015 and ends on October 30, 2018.

2. This award approves funding and performance period for the following sub-grants:

Subgrant Number	Sub-grantee	Performance period
PDMC-PL-10-WA-2015-002	Kittitas County	05/29/15 to 10/30/18
PDMC-PL-10-WA-2015-004	City of Everett	05/29/15 to 10/30/18
PDMC-MC-10-WA-2015-010	WMD-EMD	05/29/15 to 10/30/18

3. To receive consideration, written requests to extend the performance period for the grant or any approved sub-grant must be received at DHS-FEMA Region X at least sixty (60) days prior to the end of the performance period identified in this document and conform to the requirements of the Pre-disaster Mitigation Grant Agreement Articles.

4. Required Financial (SF 425) and Performance Progress Reports (SF PPR) and hard copy correspondence shall be mailed to:

   Rob Little, Grants Management Specialist
   DHS-FEMA Region X
   130 228th Street SW
   Bothell, WA 98021-9796

   Or emailed to: Robert.little2@fema.dhs.gov

5. In awarding contracts with Federal funds received under this award, the WMD-EMD shall ensure agreements include the provisions required by Federal statute and executive orders and their implementing regulations.

6. Federal Funding Accountability and Transparency Act requirements:

   In accordance with 2 CFR §170.330 Appendix A, each action that subawards (does not include contracts) any of the funds received under this award to another entity in the amount of $25,000 or more must be reported. Federal funds designated as Recovery funds defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 are excluded from the reporting requirement.
   Each subaward action must be reported to http://www.fsrs.gov no later than the end of the month following the month in which the subaward was funded.

7. For sub-grants authorized to purchase property and equipment, Tangible Personal Property Reports (SF 428) and Real Property Status Reports (SF 429) are required during and after this award for equipment and property acquired, in whole or in part, with federal funds provided by this award.

   Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. A grantee may use its own definition of equipment provide that such definition would at least include all the equipment defined above.

   Real property means land, including land improvements, structures and appurtenances thereto, excluding movable machinery and equipment

8. As a pass-through entity, the WMD-EMD shall:
   a. Ensure the sub-grant agreement with the sub-grantee includes the clauses required by Federal statute and executive orders and their implementing regulations
   b. Ensure the subgrantee is aware of requirements imposed upon them by Federal statute and regulation
   c. Ensure the sub-grant includes a provision for compliance with 2 CFR 200
   d. Conform any advances of funds made to the subgrantee to the same standards of timing and amount that apply to the cash advances by Federal agencies
   e. Manage the day-to-day operations of the sub-grant support activities
   f. Monitor sub-grant activities to assure compliance with applicable federal requirements and that sub-grant performance goals are being achieved

9. The *Standard Administrative Provisions Hazard Mitigation Assistance Grants (HMA)*, the *Grant Agreement Articles*, the *Programmatic Categorical Exclusion for Studies, Plans, Regulations and Guidance*, the *Programmatic Categorical Exclusion for Administrative Actions* , the *DHS – FY 16 Standard Terms & Conditions,* and the terms and conditions accompanying this FEMA-Form 76-10A are incorporated into the binding agreement for this award and any sub-award. All provisions contained therein must be followed.

Back of FEMA Form 76-10A
WASHINGTON MILITARY DEPARTMENT, EMERGENCY MANAGEMENT DIVISION (WMD-EMD)

PRE-DISASTER MITIGATION COMPETITIVE GRANT PROGRAM (PDMC)
FY2015 GRANT – EMS-2016-PC-0005, AWARD

Approved subgrants under award EMS-2016-PC-0005

Amend	Subgrant #	Subgrantee/ Project	Performance period	Federal Share	Non-federal Share	Total Project Cost
00	PDMC-PL-10-WA-2015-002	Kittitas County – Hazard Mitigation Plan Update	05/29/2015 To 10/30/2018	$91,125.00	$30,375.00	$121,500.00
00	PDMC-PJ-10-WA-2015-004	City of Everett Office of Emergency Management – Hazard Mitigation Plan Update	05/29/2015 To 10/30/2018	$75,000.00	$25,000.00	$100,000.00
00	PDMC-MC-10-WA-2015-010	WMD-EMD – Management Costs	05/29/2015 To 10/30/2018	$16,612.45	$5,537.55	$22,150.00

FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT

O.M.B. NO. 3067-0205
Expires February 29,2004

1. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMS-2016-PC-0005	0	91-6001095	☑ GRANT ☑ AWARD ☐ CA ☐ AMENDMENT	S452012NPC16

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Washington State Emergency Management Division Building 20 MS / TA-20 Camp Murray, WA 98430-5112	FEMA Region X 130 228th Street, SW Bothell, WA 98021-9796	SAME 7

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT OFFICER	PHONE NO.
Brynne Walker	253-512-7467	STEVEN RANDOLPH	425-487-4671

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD
08/11/2016	☐ HHS. SMARTLINK ☐ SF 270 ☑ OTHER	☐ COST REIMBURSEMENT ☑ COST SHARING ☐ OTHER	From: 05/29/2015 To: 10/30/2018 BUDGET PERIOD From: 05/29/2015 To: 10/30/2018

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + or (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
PDMC PDMC	97.047	2016-89-K112-R102-4101-D	$0.00	$182,737.45	$182,737.45	$60,912.55
		TOTALS ▶	$0.00	$182,737.45	$182,737.45	$60,912.55

b. To describe changes other than funding data or financial changes, attach schedule and check here ☑

16a. FOR NON-DISASTER PROGRAMS: RECEIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) ☐ YES ☑ NO

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to the terms and conditions attached to this award notice or incorporated by reference in program legislation or regulation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE

18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE

FEMA Form 75-10A, MAR 01

U.S. Department of Homeland Security
Region X
130 228th Street, SW
Bothell, WA 98021-9796

FEMA

National Environmental Policy Act (NEPA)
PROGRAMMATIC CATEGORICAL EXCLUSION
STUDIES, PLANS, REGULATIONS, AND GUIDANCE

Background: FEMA provides funding assistance to applicants via various mitigation grant programs including the Flood Mitigation Assistance Program, Pre-Disaster Grant Program, and Hazard Mitigation Grant Program; to prepare plans or studies. Plans (or updates) include those prepared per the Disaster Mitigation Act of 2000 and identify community hazards and vulnerabilities; and outline preparedness, response, recovery, and mitigation measures to eliminate or reduce disaster damage and associated costs. Studies may evaluate specific hazards and infrastructure vulnerabilities. The purpose of this Programmatic Categorical Exclusion (PCE) is to streamline the process for compliance with NEPA for such actions.

Action Description: Activities meet the Categorical Exclusion definitions of 44 CFR Part 10.8(d)(2)(ii) "preparation, revision, and adoption of regulations, directives, manuals, and other guidance documents related to actions that qualify for a categorical exclusion; and 44 CFR Part 10.8(d)(2)(iii) "studies that involve no commitment of resources other than manpower and funding" and may include but not be limited to:

- drafting preparedness, response, recovery, or hazard mitigation plans
- development of geographic information or systems
- conducting feasibility studies
- development of infrastructure inventories
- preparing appraisals
- drafting regulations
- preparation of outreach and guidance materials

This PCE *does not* include project specific architectural and engineering plans or studies associated with phased FEMA grant-funded projects.

Conditions: The actions qualifying for this PCE must meet the following conditions:
- No regulatory changes can affect the physical environment;
- No funding can be used for implementation of actions identified in a plan or study.

Conclusion: It has been determined that above listed action qualifies for this PCE, has no Extraordinary Circumstances per 44 CFR Part 10.8(d)(3), and that it would have no effect on natural resources or the human environment. Work may proceed if otherwise eligible and approved by the Program. Any change to the approved scope of work will require re-evaluation for compliance with the NEPA. Non-compliance with this requirement may jeopardize receipt of funds.

Documentation: For each project this PCE is applied to, the Program Specialist must certify that the project is consistent with the criteria outlined above. For the administrative record, a copy of the PCE shall be placed in the project grant file.

Programmatic Categorical Exclusion Approved:

Mark Eberlein — Date
Regional Environmental Officer, FEMA Region X

PDMC-PL-10-WA-2015-004

Program/Grant Number #: _____ **Applicant:** *CITY OF EVERETT*

Project Title: *EVERETT HAZARD MITIGATION PLAN UPDATE*

Above Project Qualifies for Programmatic Categorical Exclusion

Program Specialist — Date May 3, 2016

U.S. Department of Homeland Security
Region X
130 228th Street, SW
Bothell, WA 98021-9796

FEMA

National Environmental Policy Act (NEPA)
PROGRAMMATIC CATEGORICAL EXCLUSION
STUDIES, PLANS, REGULATIONS, AND GUIDANCE

Background: FEMA provides funding assistance to applicants via various mitigation grant programs including the Flood Mitigation Assistance Program, Pre-Disaster Grant Program, and Hazard Mitigation Grant Program; to prepare plans or studies. Plans (or updates) include those prepared per the Disaster Mitigation Act of 2000 and identify community hazards and vulnerabilities; and outline preparedness, response, recovery, and mitigation measures to eliminate or reduce disaster damage and associated costs. Studies may evaluate specific hazards and infrastructure vulnerabilities. The purpose of this Programmatic Categorical Exclusion (PCE) is to streamline the process for compliance with NEPA for such actions.

Action Description: Activities meet the Categorical Exclusion definitions of 44 CFR Part 10.8(d)(2)(ii) "preparation, revision, and adoption of regulations, directives, manuals, and other guidance documents related to actions that qualify for a categorical exclusion; and 44 CFR Part 10.8(d)(2)(iii) "studies that involve no commitment of resources other than manpower and funding" and may include but not be limited to:

- drafting preparedness, response, recovery, or hazard mitigation plans
- development of geographic information or systems
- conducting feasibility studies
- development of infrastructure inventories
- preparing appraisals
- drafting regulations
- preparation of outreach and guidance materials

This PCE *does not* include project specific architectural and engineering plans or studies associated with phased FEMA grant-funded projects.

Conditions: The actions qualifying for this PCE must meet the following conditions:
- No regulatory changes can affect the physical environment;
- No funding can be used for implementation of actions identified in a plan or study.

Conclusion: It has been determined that above listed action qualifies for this PCE, has no Extraordinary Circumstances per 44 CFR Part 10.8(d)(3), and that it would have no effect on natural resources or the human environment. Work may proceed if otherwise eligible and approved by the Program. Any change to the approved scope of work will require re-evaluation for compliance with the NEPA. Non-compliance with this requirement may jeopardize receipt of funds.

Documentation: For each project this PCE is applied to, the Program Specialist must certify that the project is consistent with the criteria outlined above. For the administrative record, a copy of the PCE shall be placed in the project grant file.

Programmatic Categorical Exclusion Approved:

Mark Eberlein — Date
Regional Environmental Officer, FEMA Region X

PDMC-PL-10-WA-2015-002

Program/Grant Number #: _____ **Applicant:** *KITTITAS COUNTY*

Project Title: *KITTITAS COUNTY HAZARD MITIGATION PLAN UPDATE*

Above Project Qualifies for Programmatic Categorical Exclusion

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Date: 2016.05.03 17:50:03 -07'00'

Program Specialist — Date May 3, 2016

U.S. Department of Homeland Security
Region X
130 228th Street, SW
Bothell, WA 98021-9796

FEMA

National Environmental Policy Act (NEPA)
PROGRAMMATIC CATEGORICAL EXCLUSION
ADMINISTRATIVE ACTIONS

Background: FEMA provides funding assistance to grantees to assist FEMA in administering its various grant programs. The purpose of this Programmatic Categorical Exclusion (PCE) is to streamline the process for compliance with NEPA for such actions.

Action Description: Activities meet the Categorical Exclusion definitions of 44 CFR Part 10.8(d)(2)(i) "administrative actions such as personnel, travel, procurement of supplies etc in support of normal day-to-day activities and disaster related activities" such as State Management Costs.

Conditions: The actions qualifying for this PCE are limited to funding of administrative activities.

Conclusion: It has been determined that above listed action qualifies for this PCE, has no Extraordinary Circumstances per 44 CFR Part 10.8(d)(3), and that it would have no effect on natural resources or the human environment. Work may proceed if otherwise eligible and approved by the Program. Any change to the approved scope of work will require re-evaluation for compliance with the NEPA. Non-compliance with this requirement may jeopardize receipt of funds.

Documentation: For each project this PCE is applied to, the Program Specialist must certify that the project is consistent with the criteria outlined above. For the administrative record, a copy of the PCE shall be placed in the project grant file.

Programmatic Categorical Exclusion Approved:

8-23-10

Mark Eberlein Date
Regional Environmental Officer, FEMA Region X

PDMC-MC-10-WA-2015-010

Program/Grant Number #: _____ **Applicant:** *Washington EMD*

Project Title: *PDMC FY2015 State Management Costs*

Above Project Qualifies for Programmatic Categorical Exclusion

Digitally signed by STEVEN R RANDOLPH
DN: c=US, o=U.S. Government, ou=Department of Homeland Security, ou=FEMA, ou=People, cn=STEVEN R RANDOLPH, 0.9.2342.19200300.100.1.1=0589199481.FEMA
Date: 2016.05.03 17:47:55 -07'00'

Program Specialist Date May 3, 2016

The Department of Homeland Security Standard Terms and Conditions 2016

The FY 2016 DHS Standard Terms and Conditions apply to all new Federal financial assistance awards funded in FY 2016. The terms and conditions of DHS financial assistance awards flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

DHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Acknowledgment of Federal Funding from DHS	All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
Activities Conducted Abroad	All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Age Discrimination Act of 1975	All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
Americans with Disabilities Act of 1990	All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101–12213).
Best Practices for Collection and Use of Personally Identifiable Information (PII)	DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.
Civil Rights Act of 1964 **– Title VI**	All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F. R., Part 21 and 44 C.F.R. Part 7.
Civil Rights Act of 1968	All recipients must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).
Copyright	All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.
Debarment and Suspension	All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Drug-Free Workplace Regulations	All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 *et seq.*), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.
Duplication of Benefits	Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund

	deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient form shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.
Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX	All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19
Energy Policy and Conservation Act	All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
***False Claims Act* and Program Fraud Civil Remedies**	All recipients must comply with the requirements of 31 U.S.C. § 3729- 3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
Federal Debt Status	All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.
Federal Leadership on Reducing Text Messaging while Driving	All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.
Fly America Act of 1974	All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Hotel and Motel Fire Safety Act of 1990	In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. § 2225.
Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)	All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Lobbying Prohibitions	All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.
Non-supplanting Requirement	All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.
Notice of Funding Opportunity Requirements	All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.
Patents and Intellectual Property Rights	Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Procurement of Recovered Materials	All recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Reporting Subawards and Executive Compensation	All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.
SAFECOM	All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Terrorist Financing	All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.
Trafficking Victims Protection Act of 2000	All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.
Rehabilitation Act of 1973	All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Reporting of Matters Related to Recipient Integrity and Performance	If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.
Universal Identifier and System of Award Management (SAM)	All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.
USA Patriot Act of 2001	All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Use of DHS Seal, Logo and Flags	All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Whistleblower Protection Act	All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Standard Administrative Provisions
Hazard Mitigation Assistance Grants (HMA)
FEMA Region 10 HMA Branch – updated July 27, 2015

- The Recipient agrees that all use of funds under this sub-grant award will be in accordance with the *Hazard Mitigation Assistance Unified Guidance* in effect at the time of the Disaster Declaration, relevant HMGP guidance and policy memos and directives, as well as the HMGP regulations in 44 CFR 206.
- The Recipient may be paid in advance using the HHS Payment Management System (PMS) formerly know as SmartLink. The Recipient may advance portions of the approved Federal share to the Subrecipient provided procedures are maintained to minimize the time elapsing between the transfer of funds from the U.S. Treasury and their disbursement to the Subrecipient. Subrecipients must comply with the same payment requirement as the Recipient and must comply with the requirements specified in the Recipient's subaward Agreement.
- The Recipient shall follow regulations found in Title 2 Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards "Super Circular" [*which supercedes 44 CFR Part 13, 2 CFR Part 215, and Office of Management and Budget (OMB) Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-133 as of December 26, 2014*], the FEMA/State/Tribe Agreement in effect for the subject Disaster Declaration.
- The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (2 CFR Part 170) requires Recipients to report certain information about themselves and their first-tier Subrecipients for each Federal award of $25,000 or more awarded on or after October 1, 2010.
- The Recipient must obtain prior approval from Region 10 before implementing changes to the approved project Scope of Work (SOW). A change in the SOW must be approved by FEMA in advance regardless of the budget implications. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget. Cost overrun requests must be fully documented, the project must remain cost-effective, and funds must be available within the HMGP ceiling for said disaster.
- The Recipient must notify their assigned Regional Hazard Mitigation Assistance Specialist (HMA) as soon as significant developments become known, such as delays or adverse conditions, that might raise costs or delay completion, or favorable conditions allowing earlier completion or substantially lower cost (for reallocation of funding).
- The Recipient shall submit the Federal Financial Report (FFR, SF-425) to Region 10 Grant Programs Division within 30 days of the end of the first Federal quarter following the Award Letter. The Recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent.

- The Recipient shall submit Quarterly Performance Reports (QPR) in Excel format to the Regional HMA Specialist within 30 days of the end of each quarter. The Recipient shall submit quarterly PPRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. QPRs shall report the name, completion status, Quarterly expenditures, and payment-to-date of each approved activity/subaward award under the Grant Award.
- Within **90 days** after Subrecipient's notice of completion of the project, or expiration or termination of the project/sub-grant, the Recipient must submit a closeout package with all financial, performance, and other reports and required documentation. At minimum, closeout documentation must be submitted within the Quarter following submittal of final reimbursement request from the Subrecipient.
- For close-out of this project, the Governor's Authorized Representative (GAR) or Tribal Authorized Representative (TAR) shall send a letter of request to the Region 10 Mitigation Division Director, to close the project programmatically and financially. The letter will include the following:
    1. the date work on the project was fully completed, or for planning sub-grant awards, the date and copy of FEMA approval of the new or updated plan;
    2. the date and a copy of the Recipient's final site inspection for the project;
    3. the final total project cost and Federal share, any cost underrun, or overrun, including a Final Cost Line Item budget, to enable any closeout deobligation or obligation of additional funds in NEMIS;
    4. certification that reported costs were incurred in the performance of eligible work, and that the approved work was completed, or if not, an explanation as to the final status of the project and why the project was not completed;
    5. confirmation that the mitigation measure is in compliance with the provisions of the FEMA/State/Tribe Agreement and this approval letter;
    6. a memo from the Subrecipient addressing how each required environmental and special programmatic condition was met (including attachment of any required documentation);
    7. submittal of all required documentation relative to the specific project type, e.g. acquisition/demolition, or elevation, including all necessary data to close the project in the Property Site Inventory in FEMA's HMA grant systems.
- By acceptance of this Sub-grant award the Recipient and Subrecipient agree to abide by all laws and regulations required under the HMGP as outlined in 44 CFR 206.432 –.440, 44 CFR 80, 44 CFR 201, the Grants Management requirements contained in 44 CFR 13 and/or 2 CFR 200, and all applicable Federal, State, Tribal, or Local laws.

Contact

Authorized Subgrant Agent

Title	Mr.
First Name	David
Middle Initial	
Last Name	DeHaan
Title	Director of Emergency Management
Agency/Organization	City of Everett Office of Emergency Management
Address 1	2801 Oakes Ave
Address 2	
City	Everett
State	WA
ZIP	98201 - 3629
Phone	425-257-8109 Ext.
Fax	425-257-8136
Email	ddehaan@everettwa.gov

Point of Contact

Title	Ms.
First Name	Sarah
Middle Initial	
Last Name	LaVelle
Title	Emergency Planning and Operations Coordinator
Agency/Organization	City of Everett Office of Emergency Management
Address 1	2801 Oakes Ave
Address 2	
City	Everett
State	WA
ZIP	98201 - 3629
Phone	425-257-7965 Ext.
Fax	425-257-8136
Email	slavelle@everettwa.gov

Community Information

Please provide the name of each community that will benefit from this mitigation activity by clicking on the Find Community button. You shall modify Congressional District for each community by directly editing the textbox(es) provided. You should also notify your state NFIP coordinator so that it can be updated in the Community Information System database. When you are finished, click the *Save and Continue* button below.

State	County Code	Community Name	CID Number	CRS Community	CRS Rating	State Legislative District	US Congressional District
WA	530164_QBM0Z0II9	EVERETT, CITY OF	530164	N		530164	2

Comments

Attachments

State	WA
Community Name	EVERETT, CITY OF
County Name	WASHINGTON
County Code	SNOHOMISH COUNTY
City Code	530164
FIPS Code	061 Help
CID Number	530164 Help
CRS Community	N
CRS Rating	
State Legislative District	530164
US Congressional District	2
FIRM or FHBM available?	Yes
Community Status	PARTICIPATING Help
Community participates in NFIP?	Yes
Date entered in NFIP	12-17-1973
Date of most recent Community Assistance Visit (CAV)?	07-09-2009 Help

Mitigation Plan

Is the entity that will benefit from the proposed activity covered by a current FEMA-approved multi-hazard mitigation plan in compliance with 44 CFR Part 201?	Yes

If Yes, please answer the following:

What is the name of the plan?	City of Everett Hazard Mitigation Plan
What is the type of plan?	Local Multihazard Mitigation Plan
When was the current multihazard mitigation plan approved by FEMA?	09-10-2012
Describe how the proposed activity relates to or is consistent with the FEMA-approved mitigation plan.	The FEMA-approved City of Everett Hazard Mitigation Plan is reaching the end of its 5-year update cycle. The proposed activity is to update the existing plan and submit for approval.

If No or Not Known, please answer the following:

Does the entity have any other mitigation plans adopted?	No

If Yes, please provide the following information.

Plan Name	Plan Type	Date Adopted	Attachment

Please identify all previous FEMA planning grants received:

Type of Grant	Performance Period		Deliverable Activity	Amount
	Beginning Date	Ending Date		
Hazard Mitigation Grant	11-07-2003	12-31-2005	City of Everett Hazard Mitigation Plan	$25,000.00
Hazard Mitigation Grant	09-27-2010	03-31-2012	Updated City of Everett Hazard Mitigation Plan	$70,620.00
			Total	$95,620.00

Does the State/Tribe in which the entity is located have a current FEMA-approved mitigation plan in compliance with 44 CFR Part 201?	Yes

If Yes, please answer the following:

What is the name of the plan?	State of Washington Enhanced Mitigation Plan
What is the type of plan?	Enhanced State Multi-hazard Mitigation Plan
When was the current multihazard mitigation plan approved by FEMA?	10-01-2013
Describe how the proposed activity relates to or is consistent with the State/Tribe's FEMA-approved mitigation plan.	Updating Everett's Hazard Mitigation Plan ensures the most current hazard identification and vulnerability assessment information and integrates this information with relevant State Mitigation priorities. This effort promotes consistent mitigation planning and appropriately targets project funding in accordance with State Mitigation objectives.

If you would like to make any comments, please enter them below.

To attach documents, click the *Attachments* button below.

Scope of Work (Page 1 of 2)

Title of your proposed activity (should include the type of activity and location):

City of Everett Hazard Mitigation Plan Update

Proposed types of Mitigation Activity(ies):

Activity Code	Activity Name
91.1	Local Multihazard Mitigation Plan

If Other or Miscellaneous selected above, please specify:

Describe the geographic area(s) to be covered by the planning activity:

All land included within the City of Everett's city limits. The City of Everett is the seat of Snohomish County and its largest city. The city is located on a peninsula at the delta of the Snohomish River in the west central portion of Snohomish County. It borders Port Gardner Bay and includes approximately 15% tidal water within its area of 47.7 square miles.

Source(s) of hazards specific to the geographic area to be addressed by the planning activity:

Tsunami, Fire, Other (Specify in Comments), Volcano, Flood, Severe Storm(s), Mud/Landslide, Earthquake, Toxic Substances

Scope of Work (Page 2 of 2)

Option that describes the intent of this planning application:

Update

If a plan update, describe the evaluation process of the existing plan for its strengths, weaknesses and utility:

The contract team, with the assistance of the Emergency Management Director (Director), will evaluate the existing 2011 City of Everett Hazard Mitigation Plan to identify where new or updated information will be incorporated. The team will conduct a section by section inventory of the existing plan to identify where any gaps in information exist. The contract team will review the identified hazards as well as the existing plan's goals and action items and consider revising them if warranted by changing conditions in the City of Everett. The contract team will also review the existing plan's implementation strategies for the action items to determine if they have been effective and are still relevant or need to be revised.

Describe the process for implementing this planning activity, including the following plan development requirements: 1) participation of agencies, stakeholders and the public; 2) hazard identification and risk/vulnerability assessment; 3) mitigation strategy; 4) plan adoption; and 5) plan maintenance:

Everett OEM will hire a contractor to update the Everett Hazard Mitigation Plan. The Emergency Management Director (Director) will oversee and work with the selected contractor team. The contractor team will report to the Director and be responsible for several key activities. It is estimated to take four weeks to bring a contractor on board. The contractor team, with the support of the Director, will conduct partner agency, stakeholder, and public engagement in the plan update process. They will use public forums, collaborative meetings, press releases, web-based tools, social media, and other means to encourage participation from the community. The contractor team will establish public meeting schedules through the City of Everett's Council of Neighborhoods for citizens, business, and government and education stakeholders to participate. The contractor team will compile public input gathered through engagement activities to apply to updating the mitigation goals and the City of Everett Hazard Inventory and Vulnerability Analysis (HIVA). Everett's World Café style public forum for the City of Everett 2011 Hazard Mitigation Plan update was recognized as a successful community involvement approach in FEMA's Local Mitigation Planning. Everett Emergency Management and the contractor team will explore utilizing this method or a modified version of it to engage

the public in the community involvement portions in the update. Public involvement activities are estimated to take 12 weeks to complete. In addition to updating the Hazard Mitigation Plan, the contractor team will also update the Everett Hazard Inventory and Vulnerability Analysis (HIVA). The contractor team will review the HIVA to determine where new or updated information will be incorporated, especially as it relates to changing conditions in the City of Everett and the input collected from stakeholders and the public. The list of hazards in the HIVA may be modified based on stakeholder and community input and new data analysis. The updated HIVA will be used to influence and guide the updated mitigation strategy. It is estimated to take 12 weeks to review and update Everett's current HIVA. The contractor team, with support from the Director, will update the existing Everett Hazard Mitigation Plan. The input collected from partners, stakeholders, and the public will be used to establish Hazard Mitigation Plan Goals, inform the mitigation actions, and assist in the implementation of the identified mitigation actions. The contract team will gather other existing plans (including Everett's HIVA update) and applicable policies and ordinances and incorporate them into the plan update. The contractor team may also assist on new Everett Hazard Mitigation Plan annexes or updating existing ones like the Everett Economic Mitigation Plan. The updated Everett Hazard Mitigation Plan will be evaluated against other relevant plans and integrated with them. This task is estimated to take 12 weeks. The Director will facilitate the review and comment period with the State and the Federal Emergency Management Agency (FEMA). The submission and review process is estimated to take 12 weeks. After FEMA's review and subject to promulgation, the draft plan is presented to City Council at a regular meeting for authorization of adoption and promulgation by the Mayor. Following the City Council's vote, the Mayor promulgates within two weeks. The Everett Emergency Management staff will oversee the dissemination of the updated plan to stakeholders and the public immediately after adoption and promulgation. This step is estimated to take four weeks to complete. The contractor team will document the planning process, who participated, research conducted, and public participation input. A plan maintenance mechanism will be updated by the contractor team to ensure continued monitoring by Everett Emergency Management of overall hazard mitigation goals, mitigation actions, and implementation timelines.

What are the primary sources of information and data and how it will be incorporated into existing planning mechanisms?

The information and data incorporated into the existing planning mechanisms will come from multiple different sources. First the contractor team will compile information from research (including historical, hazard related, demographic, and other types of information related to the City of Everett) and analysis of other City of Everett and partner plans as well as applicable policies and ordinances to ensure integration of the updated Everett Hazard Mitigation Plan. The other primary source of information and data comes from the public and partner engagement process. The contract team, with the support of the Director, will establish a schedule for community and stakeholder engagement. These forums will be used to collect input that will be used to guide the update of Everett's HIVA and Hazard Mitigation Plan, especially the mitigation goals and action items.

What staff and resources will be used to implement this planning activity?

Everett OEM will hire a contractor to update the Everett Hazard Mitigation Plan. The Emergency Management Director will oversee and work with the selected contractor team. The contractor team will report to the Director and be responsible for several key activities. The Emergency Management Director is committing 250 hours of labor as an in-kind match for project oversight, to be the point person for the contractor team, and to facilitate FEMA approval and City adoption/promulgation of the updated Everett Hazard Mitigation Plan. The number of hours committed by the Emergency Management Director are based on our prior Hazard Mitigation Plan Update process. Everett Emergency Management has the ability to provide this match through regular staff time of the Emergency Management Director.

If you would like to make any comments, please enter them below:

The 2011 HIVA focuses on 1) earthquakes, 2) severe storms, 3) pandemics, 4) climate change, 5) fire, 6) flooding, 7) hazardous materials, 8) landslides, 9) tsunami and seiche, and 10) volcanic eruptions. This may be modified based on stakeholder and community input and new data analysis.

Attachments:

Neighborhoods_Jan_2012.pdf
Hazard Inventory and Vulnerability Assessment 2011 update.pdf

Schedule

Description Of Task	Starting Point	Unit Of Time	Duration	Unit Of Time	Work Complete By
Hire a contractor to update the Everett Hazard Mitigation Plan	1	WEEKS	4	WEEKS	City of Everett
Review current plan and integrate new/updated conditions	5	WEEKS	12	WEEKS	Contractor with Everett Emergency Management Assistance
Update Everett Hazard Inventory and Vulnerability Assessment	17	WEEKS	12	WEEKS	Contractor with Everett Emergency Management Assistance
Conduct public involvement activities	29	WEEKS	12	WEEKS	Contractor with Everett Emergency Management Assistance
Integrate updated Everett Hazard Mitigaiton Plan with other relevant plans	41	WEEKS	12	WEEKS	Contractor with Everett Emergency Management Assistance
Submit the updated plan to the State and FEMA for review	53	WEEKS	12	WEEKS	Everett Emergency Management
Adopt and promulgate updated Everett Hazard Mitigation Plan	65	WEEKS	4	WEEKS	Everett Emergency Management
Estimate the total duration of the proposed activity:			16	MONTHS	

91.1 - Local Multihazard Mitigation Plan Federal Share: $ 75,000.00

Item Name	Grant Budget Class	Subgrant Budget Class	Unit Quantity	Unit of Measure	Unit Cost ($)	Cost Estimate ($)
Hire a contractor to update the plan	Contractual	Other (Staff time as in-kind match)	19.00	Hour	$ 76.00	$ 1,444.00
Supplies to support planning effort	Contractual	Supplies	1.00	Each	$ 6,000.00	$ 6,000.00
Review and update current plan	Contractual	Contractual	750.00	Hour	$ 25.00	$ 18,750.00
Review and update current plan: staff assistance	Contractual	Other (Staff time as in-kind match)	22.00	Hour	$ 76.00	$ 1,672.00
Update HIVA	Contractual	Contractual	750.00	Hour	$ 25.00	$ 18,750.00
Update HIVA: staff assistance	Contractual	Other (Staff time as in-kind match)	45.00	Hour	$ 76.00	$ 3,420.00
Conduct public involvement activities	Contractual	Contractual	750.00	Hour	$ 25.00	$ 18,750.00
Conduct public involvement: staff assistance	Contractual	Other (Staff time as in-kind match)	67.00	Hour	$ 76.00	$ 5,092.00
Integrate updated plan with other relevant plans	Contractual	Contractual	750.00	Hour	$ 25.00	$ 18,750.00
Integrate update w/ other plans: staff assistanc	Contractual	Other (Staff time as in-kind match)	41.00	Hour	$ 76.00	$ 3,116.00
Submit updated plan to State and FEMA for review	Contractual	Other (Staff time as in-kind match)	34.00	Hour	$ 76.00	$ 2,584.00
Adopt and promulgate updated plan	Contractual	Other (Staff time as in-kind match)	22.00	Hour	$ 76.00	$ 1,672.00
					Total Cost	$ 100,000.00

Total Plan Cost Estimate: $ 100,000.00

Cost Share

Activity Cost Estimate	$ 100,000.00	
Federal Share Percentage	75%	
Non-Federal Share Percentage	25%	
	Dollars	Percentage
Proposed Federal Share	$ 75,000.00	75%
Proposed Non-Federal Share	$ 25,000.00	25%

Non-Federal Funds

Source Agency	Name of Source Agency	Funding Type	Amount ($)	Action
Local Agency Funding	Everett Emergency Management	Supplies	$ 6,000.00	View Details
Local Agency Funding	Everett Emergency Management (in-kind)	Labor	$ 19,000.00	View Details
		Grand Total	**$ 25,000.00**	

If you would like to make any comments, please enter them below.

Everett Emergency Management is considering contracting with the University of Washington's Institute for Hazards Mitigation Planning and Research (per the City of Everett's purchasing policy accepted by the state, this contractor hiring would be exempt from going out to bid). The cost for hiring their research team is about $25 per hour. This information is the basis of the unit cost for contractual labor in this application. The number of hours listed for the contract team in the Cost Estimate table are based on our prior Hazard Mitigation Plan process and would include an instructor and about 5-6 students. In addition to the City of Everett contributing $6,000.00 for supplies, Everett Emergency Management is committing staff resources for in-kind labor for this project. The unit cost for the in-kind labor committed by the Everett Emergency Management staff is based on the hourly wage, plus benefits, of the Emergency Management Director. This unit cost is $76 per hour (wages and benefits). Emergency Management staff will oversee getting a contractor on board, and will then assist the contractor team in completing the necessary steps for updating the Everett Hazard Mitigation Plan. These steps include reviewing and updating the current plan and HIVA, assisting the contractor team in conducting a public involvement process and by helping the contractor team integrate the updated plan with other existing plans. Further staff labor will be used to facilitate a FEMA comment period; and finally, staff labor will facilitate the City of Everett's adoption and promulgation of the updated Hazard Mitigation Plan. The in-kind resources committed by the City of Everett are available at any time but will formally begin when the federal funding is released to the City of Everett.

Attachments

BudgetEstimate_byCategory.pdf

Funding Source	Local Agency Funding
Name of Funding Source	Everett Emergency Management
Funding Type	Supplies
Amount	$ 6,000.00
Date of availability	
Funds commitment letter date	
Attachment (funds commitment letter)	

FundsCommitmentLetter_PDM_2015_signed.pdf

Funding Source	Local Agency Funding
Name of Funding Source	Everett Emergency Management (in-kind)
Funding Type	Labor
Amount	$ 19,000.00
Date of availability	
Funds commitment letter date	
Attachment (funds commitment letter)	FundsCommitmentLetter_PDM_2015_signed.pdf

Evaluation (Page 1 of 2)

Is the recipient participating in the Community Rating System (CRS)?	No
If yes, what is their CRS rating?	
Is the recipient a Cooperating Technical Partner (CTP)?	No
Is the recipient a Firewise Community?	No
If yes, please provide their Firewise Community number.	
Has the recipient adopted building codes consistent with the International Codes?	Yes
Has the recipient adopted the National Fire Protection Association (NFPA) 5000 Code?	No
Have the recipient's building codes been assessed on the Building Code Effectiveness Grading Schedule (BCEGS)?	Yes
If yes, what is their BCEGS rating?	4
Is this a small, impoverished community?	No

Evaluation (Page 2 of 2)

How will this mitigation activity leverage involvement of partners to enhance its outcome?	Stakeholders, partners, and the public will be involved throughout the plan update process. They will be included when updating the HIVA and will contribute to the assessment of hazards that the HIVA and mitigation plan will focus on. The partner and community engagement process will also include the evaluation of existing mitigation goals and actions as well as the creation of new ones. Including partners and the public ensures that they have a good understanding of the mitigation strategy and how they are integrated into the process. The partner and public engagement process provides an opportunity to build on existing partnerships as well as establish new ones. Everett Emergency Management will also coordinate with other governmental agencies to integrate relevant portions of their separate mitigation plans. This will enhance not only Everett's strategy, but the other governmental agencies' as well.
Describe how this planning activity will benefit your community and how the plan/data will be used to promote resiliency?	The planning activity benefits the citizens of Everett by keeping development current with the Hazards Inventory and Vulnerability Assessment (HIVA) to ensure reduced vulnerability of Everett's citizens. Additionally, the update produces overall benefits by bringing up to date the inventory of completed mitigation projects and activities. The update also keeps the project inventory current with ongoing mitigation actions. Some of the mitigation actions established in the 2011 Everett Hazard Mitigation Plan are long term activities that are still in progress. The update process will revisit these actions to make sure that they are being implemented in an effective and meaningful way. Lastly, the update benefits the community by providing an opportunity for public participation in the hazard mitigation planning process and expanding local understanding of hazards and vulnerabilities in the City. The hazards in the HIVA and the mitigation actions in Everett's Hazard Mitigation Plan are chosen based on importance and are chosen through community and partner engagement. The update of the Everett Hazard Mitigation Plan and HIVA are important to take into consideration the changing conditions in Everett and to better reflect the concerns and focus of the public. By focusing on the hazards and mitigation actions that are relevant to the community, there is greater potential for the mitigation actions to be implemented and have a positive impact toward resiliency.
Comments:	

Attachments:

Name	Date Attached

Assurances and Certifications

Please click the link in the status column to view forms.

Forms	Status
Part I: Assurances **Non-Construction** Programs.	Complete
Part II: Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibilities Matters; and Drug-Free Workplace Requirements.	Complete
Part III: SF-LLL, Disclosure of Lobbying Activities (**Complete only if applying for a grant of more than $100,000 and have lobbying activities using Non-Federal funds. See the Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibilities Matters; and Drug-Free Workplace Requirements form for lobbying activities definition.**)	Not Applicable

Attachments

CityofEverett_FormSF-424B_20150727.pdf

I, Sarah LaVelle, hereby sign this form as of 07-27-2015.

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements.

Attachments

CityofEverett_Form112-0-3C_20150727.pdf

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

I, Sarah LaVelle, hereby sign this form as of 07-27-2015.

Name of Section	Comments and Attachments		
		Attachment	Date Attached
		Neighborhoods_Jan_2012.pdf	07-24-2015
Scope of Work	The 2011 HIVA focuses on 1) earthquakes, 2) severe storms, 3) pandemics, 4) climate change, 5) fire, 6) flooding, 7) hazardous materials, 8) landslides, 9) tsunami and seiche, and 10) volcanic eruptions. This may be modified based on Everett Comment and Emergency Management input and consulting with the University of Washington's Institute for Hazards Mitigation Planning and Research (per the City of Everett's purchasing policy accepted by the state, this contractor hiring would be exempt from going out to bid). The cost for hiring their research team is about $25 per hour. This information is the basis of the unit cost for contractual	Hazard Inventory and Vulnerability Assessment 2011 update.pdf	08-07-2015
Cost Share	Stakeholder and Community review and analysis	BudgetEstimate_byCategory.pdf	08-07-2015
		FundsCommitmentLetter_PDM_2015_signed.pdf	08-07-2015
		FundsCommitmentLetter_PDM_2015_signed.pdf	08-07-2015

labor in this application. The number of hours listed for the contract team in the Cost Estimate table are based on our prior Hazard Mitigation Plan process and would include an instructor and about 5-6 students. In addition to the City of Everett contributing $6,000.00 for supplies, Everett Emergency Management is committing staff resources for in-kind labor for this project. The unit cost for the in-kind labor committed by the Everett Emergency Management staff is based on the hourly wage, plus benefits, of the Emergency Management Director. This unit cost is $76 per hour (wages and benefits). Emergency Management staff will oversee getting a contractor on

board, and will then assist the contractor team in completing the necessary steps for updating the Everett Hazard Mitigation Plan. These steps include reviewing and updating the current plan and HIVA, assisting the contractor team in conducting a public involvement process and by helping the contractor team integrate the updated plan with other existing plans. Further staff labor will be used to facilitate a FEMA comment period; and finally, staff labor will facilitate the City of Everett's adoption and promulgation of the updated Hazard Mitigation Plan. The in-kind resources committed by the City of

Everett are available at any time but will formally begin when the federal funding is released to the City of Everett.

FEMA Grants Application

Attachments

CityofEverett_Form112-0-10_20150727.pdf

Close Window

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION	DATE SUBMITTED
City of Everett Office of Emergency Management	November 21, 2016
PROJECT DESCRIPTION	**CONTRACT NUMBER**
Hazard Mitigation Grant between the City of Everett and the WA State Military Department	E17-102

1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Ray Stephanson	Mayor, City of Everett

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Ray Stephanson	Mayor, City of Everett
	James Iles	City Attorney, City of Everett
	Sharon Fuller	City Clerk, City of Everett

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Brent Stainer	Director, Everett OEM
	Sarah LaVelle	Planning and Ops Coor., OEM

INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

This form identifies the persons who have the authority to sign contracts, amendments, and requests for reimbursement. It is required for the management of your contract with the Military Department (MD). Please complete all sections. One copy with original signatures is to be sent to MD with the signed contract, and the other should be kept with your copy of the contract.

When a request for reimbursement is received, the signature is checked to verify that it matches the signature on file. **The payment can be delayed if the request is presented without the proper signature.** It is important that the signatures in MD's files are current. Changes in staffing or responsibilities will require a new signature authorization form.

1. **Authorizing Authority.** Generally, the person(s) signing in this box heads the governing body of the organization, such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.

2. **Authorized to Sign Contracts/Contract Amendments.** The person(s) with this authority should sign in this space. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.

3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. It is advisable to have more than one person authorized to sign reimbursement requests. **This will help prevent delays in processing a request if one person is temporarily unavailable.**

If you have any questions regarding this form or to request new forms, please call your MD Program Manager.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City of Everett

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☑ Other (see instructions) ▶ **Local Government**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2930 Wetmore Avenue

6 City, state, and ZIP code
Everett, WA 98201

Requester's name and address (optional)
Washington State Military Department
1 Militia Drive / MS: TA-20
Camp Murray, WA 98439-5092

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
9	1	–	6	0	0	1	2	4	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

FFATA FORM

Subrecipient Agency: City of Everett Office of Emergency Management			
Grant and Year: Hazard Mitigation FFY15		**Agreement Number:** E17-102	
Completed by: Sarah LaVelle	Planning and Ops Coor.	(425) 257-7965	
Name	*Title*		*Telephone*
Date Completed: 11/1/2016			

STEP 1				
Is your grant agreement less than $25,000?	YES ☐	STOP, no further analysis needed, GO to Step 6	NO ☑	GO to Step 2
STEP 2				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES ☐	GO to STEP 3	NO ☑	STOP, no further analysis needed, GO to Step 6
STEP 3				
In your preceding fiscal year, did your organization receive $25,000,000 or more in federal funding?	YES ☐	GO to STEP 4	NO ☐	STOP, no further analysis needed, GO to Step 6
STEP 4				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES ☐	STOP, no further analysis needed, GO to step 6	NO ☐	GO to STEP 5

STEP 5	
Executive #1	Name:
	Total Compensation amount: $
Executive #2	Name:
	Total Compensation amount: $
Executive #3	Name:
	Total Compensation amount: $
Executive #4	Name:
	Total Compensation amount: $
Executive #5	Name:
	Total Compensation amount: $

STEP 6

If your organization does not meet these criteria, specifically identify below **each** criteria that is not met for your organization: For Example: "Our organization received less than $25,000."

Our grant agreement is more than $25,000.

Signature: _____ **Date**: _____

* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:
http://www.whitehouse.gov/omb/open
http://www.hrsa.gov/grants/ffata.html
http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf
http://www.grants.gov/

FFATA PROVISIONS AND INSTRUCTIONS
For Compliance With The
Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website. Federal awards include grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance as well as contracts, subcontracts, purchase orders, task orders, and delivery orders. The legislation does not require inclusion of individual transactions below $25,000 or credit card transactions before October 1, 2008. However, if an award is initially below this amount yet later increased, the act is triggered. Due to this variability in compliance Subrecipients are **required** by the Military Department to be familiar with the FFATA requirements and complete this Worksheet for *each contract* for the State's submission in to the FFATA portal.

ADDITIONAL PROVISIONS

A. This contract (subaward) is supported by federal funds, requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this contract, contractor agrees to provide all applicable reporting information to the Washington Military Department (WMD) required by FFATA and OMB Guidance.

B. The FFATA requires the OMB to establish a publicly available online database (USASpending.gov) containing information about entities that are awarded Federal grants, loans, and contracts. As required by FFATA and OMB Guidance, certain information on the first-tier subawards related to Federal contracts and grants, and the executive compensation of awardees, must be made publicly available.

C. For new Federal grants beginning October 1, 2010, if the initial subaward is equal to or greater than $25,000, reporting of the subaward and executive compensation information is required. If the initial subaward is below $25,000 but subsequent grant modifications result in a total subaward equal to or over $25,000, the subaward will be subject to the reporting requirements as of the date the subaward exceeds $25,000. If the initial subaward equals or exceeds $25,000 but funding is subsequently de-obligated such that the total award amount falls below $25,000, the subaward continues to be subject to the reporting requirements of the Transparency Act and OMB Guidance.

D. As a Federal grant subawardee under this contract, your organization is required by FFATA, OMB Guidance and this contract to provide the WMD, as the prime grant awardee, all information required for FFATA compliant reporting by WMD. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, subawardee DUNS number, and relevant executive compensation data, as applicable.

    1. Data about your organization will be provided to USASpending.gov by the WMD. System for Award Management (SAM) is a government wide registration system for organizations that do business with the Federal Government. SAM stores information about awardees including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, www.sam.gov. WMD requires SAM registration and annual renewal by your organization to minimize unnecessary data entry

and re-entry required by both WMD and your organization. It will also reduce the potential of inconsistent or inaccurate data entry.

2. Your organization must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) (www.dnb.com). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the Federal Government for organizations receiving Federal assistance.

E. The WMD, as the prime awardee, is required by FFATA to report names and total compensation of the five (5) most highly compensated officers of your organization (as the subawardee) if:

1. Your organization (the subawardee), in the preceding fiscal year, received 80 percent or more of its annual gross revenues from Federal awards and $25,000,000 or more in annual gross revenues from Federal awards; and

2. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

"Total compensation" for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

F. If (1) in the preceding fiscal year your organization received 80 percent or more of its annual gross revenues from Federal awards and $25,000,000 or more in annual gross revenues from Federal awards, and (2) the public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986, insert the names and total compensation for the five most highly compensated officers of your organization as identified in Step 5 of the FFATA Form.

Washington Military Department Contract Number:_____

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME City of Everett Office of Emergency Management		Doing business as (DBA) same	
ADDRESS 2801 Oakes Avenue Everett WA 98201	**Applicable Procurement or Solicitation #, if any:**	WA Uniform Business Identifier (UBI) 313-009-341	Federal Employer Tax Identification #: 91-6001248
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____ Date: _____

Print Name and Title: Ray Stephanson, Mayor, City of Everett

Washington Military Department Contract Number:_____

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?
These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?
You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?
Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?
The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word "proposal" mean when referred to in this certification?
Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a "lower tier participant"?
Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?
Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
An ordinance establishing current rates for water, filtration, sewer, and storm water for the City of Everett.

11/02/16	Briefing
	Proposed Action
	Consent
	Action
11/2/2016	First Reading
11/9/16	Second Reading
11/16/16	Third Reading
	Public Hearing
	Budget Advisory

COUNCIL BILL # CB1610-45
Originating Department
Contact Person Matt Welborn
Phone Number 425 257-8974
FOR AGENDA OF Nov. 2, 2016

Initialed by:
Department Head
CAA
Council President

Location

Preceding Action
Ordinance #3299-12
Ordinance #3417-14

Attachments
Ordinance

Department(s) Approval

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

DETAILED SUMMARY STATEMENT: Everett Utilities has completed the 2016 water, filtration, sewer, and storm water cost of service study. The study indicates increased water and filtration charges are necessary to fund capital expenditures, and to meet water quality, supply, regulatory and financial obligations of Everett Utilities. Water and filtration rates, based on consumption of 700 cubic feet per month, will increase annually from the current charge of **$29.734** per month to **$29.876** per month in 2017, **$31.060** per month in 2018, **$32.232** in 2019, and **$33.454** in 2020. Increased sewer and surface water charges are necessary to continue to aggressively maintain, replace, and expand utility infrastructure. Sewer rates will increase annually from the current Single-Family charge of $59.87 per month to **$67.22** in 2017, **$71.26** in 2018, **$75.33** in 2019, and **$79.65** in 2020. Surface water rates for unsewered accounts increases annually from the current Single-Family charge of $17.44 per month to **$22.67** in 2017, **$24.48** in 2018, **$26.44** in 2019, and **$28.56** in 2020. The overall utility bill increase for a single-family customer using 700 cubic feet of water per month will be 8.0% in 2017, 5.2% in 2018, 4.9% in 2019, and 5.0% in 2020.

RECOMMENDATION (Exact action requested of Council): That City Council adopt the ordinance adjusting water, filtration, sewer, and storm water rates as recommended.

ORDINANCE NO. _____

An ORDINANCE establishing rates for Everett sewer service and surface water management, rates for water and filtration for inside and outside City customers, rates for wholesale master meters, and repealing Ordinance Nos. 3417-14 (EMC 14.04.020) and 3299-12 (EMC 14.16.710-13).

WHEREAS, Ordinance 3417-14 was adopted on December 17, 2014 establishing current sewer and surface water management rates for Everett sewer customers; and

WHEREAS, Ordinance 3299-12 was adopted on November 21, 2012, establishing current water and filtration rates for Everett water customers; and

WHEREAS, the 2016 cost of service study has been completed; and

WHEREAS, to cover the cost of service, a general rate increase is necessary to cover operations, maintenance and capital expenditures; and

WHEREAS, the City Council finds that the charges herein are reasonable;

NOW, THEREFORE, the City of Everett does ordain:

Section 1: Effective January 1, 2017, and thereafter, service charges for the City of Everett sewer system are hereby fixed as follows:

A. Single family residence: $67.22 per month

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

B. For other than single family residence (multiple family residence, commercial, and industrial users, etc.) the rate shall be computed in accordance with the following formula:

Sewer services charge per month = $7.47 per 100 cubic feet of metered water consumption

(The monthly charge includes Surface Water Quality Protection and Enhancement and the current state utility tax.)

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Change Order No. 3 with KLB Construction, Inc. for the East Grand Avenue Sewer Replacement & Storm Water Separation Project

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

COUNCIL BILL #	
Originating Department	Public Works
Contact Person	Tom Fuchs
Phone Number	425-257-8931
FOR AGENDA OF	November 30, 2016

Initialed by:
Department Head
CAA
Council President

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
Riverside Neighborhood in Northeast Everett	7/9/2014 Bid 9/17/2014 Award 10/22/2014 BNSF License Agreement	Change Order No. 3	Public Works

Amount Budgeted	$6,500,000.00	Account Number(s): UP 3398
Expenditure Required	$1,840.00	
Budget Remaining	$149,636.21	
Additional Required	$0.00	

DETAILED SUMMARY STATEMENT:

This project includes construction of a new pipe conveyance system to separate, collect, and treat storm-water from the existing combined sewer system along East Grand Avenue and associated locations.

Change Order No. 3 modifies two items by deleting 452 cubic yards of Control Density Fill and deleting the lump sum item to Remove and Replace the Generator Pad at Lift Station #32. Change Order No. 3 also adds four new items to the contract as follows: 1) Install 590 square yards of Pervious Concrete at intersection bulb-outs, 2) & 3) to install 18 square yards of Private Walkways and 8 each Concrete Steps, both behind existing City sidewalks and 4) to Remove and Replace the Generator Pad at Lift Station #32 at a new reduced lump sum price. Change Order No. 3 also adds 28 additional working days to contract time.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign Change Order No. 3 with KLB Construction, Inc. for the East Grand Avenue Sewer Replacement & Storm Water Separation Project in the amount of $1,840.00 plus Washington State sales tax.

CITY OF EVERETT
Change Order

Project Title	East Grand Ave Sewer System Repl. & Storm Water Separation
Department	Public Works
Work Order No.	UP 3398
Contractor:	KLB Construction, Inc.
Contract Award Date:	September 17, 2014
City Staff Contact:	Tom Fuchs
Change Order No.	3
Change Order Effective Date	November 8, 2016

CONTRACT PRICE (exclusive of Wash. State Sales Tax)

Original contract price	$5,767,021.15
Cumulative Amount of prior change orders	$384,310.00
Total Contract Price including prior change orders	$6,151,331.15
Amount of this Change Order	($1,840.00)

Total Contract Price *including* this Change Order $6,149,491.15

CONTRACT TIME

Original Contract Duration 260 Days	Working Days ☒ Calendar Days ☐
Date of Notice to Proceed October 20, 2014	
Cumulative adjustment to duration by *prior* Change Orders	0
Adjustment to duration by *this* Change Order	28
New Contract Duration (*including* this Change Order)	288

Project: East Grand Ave Sewer System Replacement and Storm Water Separation
Change Order No. 3
Change Order Effective Date: November 8, 2016

Contractor and City agree as follows:

1. **The scope of Work shall be changed to the extent described in Exhibit A.**

2. **With the exception of Washington State sales tax, the amount of the change order for the changes described in Exhibit A, represents complete compensation for the changes described in Exhibit A, including all direct and indirect costs and impacts. The contract price shall be adjusted as described in this Change Order.**

3. **Everett Municipal Code 3.80.050 sets forth the threshold amounts below which the Mayor or his designee is authorized to direct Contractor to perform additional work. In calculating such threshold amounts, Washington State sales tax, if applicable to the Work, has been considered.**

4. **The duration of the Contract shall be adjusted to the extent described in this Change Order.**

5. **Contractor waives and releases any and all claims arising out of, or related to, this Change Order, the work described in Exhibit A, and all work and actual or constructive changes that occurred or began prior to the date of this Change Order, including, but not limited to, claims for equitable adjustment of time and compensation, delay, impact, overhead, or inefficiencies. This provision does not apply to requests for equitable adjustment of time or price for which the Contractor timely and properly provided notice of a differing site condition, protest, dispute, claim or Contract Claim as required by the Contract Documents. If the Contract Documents establish a time period for notice of a differing site condition, protest, dispute, claim, or Contract Claim that ends after the date of this Change Order, but relates to work performed prior to the date of this Change Order, then this provision does not apply if the Contractor timely and properly submits such notice**

6. **This Change Order only changes the contract between Contractor and City to the extent explicitly provided herein.**

CITY		
	Attest:	Approved As to Form:
Mayor Date: _____	City Clerk Date: _____	City Attorney Date: _____
Recommended By:		
Construction Manager (if applicable) Ron Fuchs Date: 11/16/16	Project Engineer (if applicable) Date: 11/16/16	Engineering Manager (if applicable) Date: 11/16/16
Department Director Date: 11/21/16		

Project: East Grand Ave Sewer System Replacement and Storm Water Separation
Change Order No. 3
Change Order Effective Date: November 8, 2016

CONTRACTOR	
By _____ Officer	Date: 11/14/16

Exhibit A—Description of Changed Work

Change order #3 modifies two existing bid items and adds four (4) new items to Schedule B of the contract as follows:

Under Schedule B of the Proposal:

Modified Bid Items:

Modify existing **bid item B-14** titled, **"Control Density Fill",** by deleting 452 cubic yards of control density fill at the unit rate of $110.00 per cubic yard, resulting in a $49,720.00 decrease to the contract price.

Modify existing **bid item B-58** titled, **"Remove & Replace Generator Pad"** at the lump sum price of $18,000.00, resulting in a $18,000.00 decrease to the contract price.

New Items:

Add new **item B-66** titled, **"Pervious Concrete"** to the contract by adding 590 square yards of pervious concrete at the unit rate of $85.00/square yard, resulting in a $50,150.00 contract price increase.

Add new **item B-67** titled, **"Private Walkways"** to the contract by adding 18 square yards of private walkways at the unit rate of $205.00/square yard, resulting in a $3,690.00 contract price increase.

Add new **item B-68** titled, **"Concrete Steps"** to the contract by adding 8 each concrete steps at the unit rate of $255.00/each, resulting in a $2,040.00 contract price increase.

Add new **item B-69** titled, **"Remove & Replace Generator Pad"** to the contract at the new revised lump sum price of $10,000.00.

Net result of modifying two (2) existing bid items and adding four (4) new items to Schedule B of the contract, results in $1,840.00 contract price decrease.

JUSTIFICATION:

Schedule B:

Modified Bid Items:

Bid Item B-14 - Control Density Fill. The quantity of control density fill was not required nearly to the extent anticipated during the design and allowed for in the bid proposal.

Bid Item B-58 - Remove & Replace Generator Pad. This bid item is being deleted as a result of the added work at Lift Station #32. A portion of the work required under this bid item was done by City of Everett forces and the rest of the work was completed by KLB Construction forces. The revised work effort required by KLB Construction is being paid under new bid item B-69 – Remove & Replace Generator Pad.

New Items:

Item B-66 – Pervious Concrete. At the intersections of 21st, 22nd, 23rd and 24th Streets and East Grand Avenue, where curb bulb-outs were added to make space for the new Stormwater treatment units, pervious concrete is being used in these areas between the sidewalk and new curb. This is in lieu of topsoil and grass which would become a maintenance burden for the City or adjacent property owners. Pervious concrete is expected to require very little maintenance and is consistent with the objectives of this project which is to reduce storm water runoff in the sewer system. The cost for pervious concrete includes the removal of existing materials to a depth of 1 foot, and placement of 4-inches of pervious concrete over 8-inches of free draining gravel.

Item B-67 – Private Walkways and item B-68 – Concrete Steps. Justification for these two items was necessary as the new curb and sidewalk grade elevations changed slightly along various areas of East Grand Avenue, requiring height adjustments to the private walkways that abut the new sidewalk grade. In certain instances new concrete steps were incorporated into these private walkways to aid in matching grade of new sidewalks.

Item B-69 – Remove & Replace Generator Pad. This bid item is being added as portion of the work required under original bid item #58 was completed by City of Everett forces, with the rest of the work completed by KLB Construction forces. The revised work effort required by KLB Construction is paid for under this new bid item.

CONTRACT TIME:

Twenty eight (28) working days are being added to the contract time by change order #3 as a result of structural modifications made to Lift Station #32 to raise the height of the existing wet well structure. The hatchways requested by the City's Technical Service Group, in the top concrete slab above the wet well of the lift station, had significant long lead procurement time frames, which resulted in the need to add these additional 28 working days.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Professional Services Agreement with TranTech Engineering, LLC for the Screen House Bridge Replacement Project

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

COUNCIL BILL #	
Originating Department	Public Works
Contact Person	Ed Fisher, P.E.
Phone Number	425-257-8932
FOR AGENDA OF	November 30, 2016

Initialed by:
Department Head _____
CAA _____
Council President _____

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
Water Filtration Plant		Professional Services Agreement	Public Works

Amount Budgeted	$31,500	
Expenditure Required	$31,500	Account Number(s): 401-5-200-121-651-410
Budget Remaining	$0	
Additional Required	$0	

DETAILED SUMMARY STATEMENT:

The existing Screen House bridge at Chaplain Lake Dam is vulnerable during an earthquake event. This Professional Services Agreement will provide engineering services for replacing the seismically deficient bridge with either a light-weight, pre-engineered, pedestrian walkway structure or an adjacent stairway to the Screen House. Either proposed facility shall meet current seismic code and allow continued access to the top of the Screen House.

Services in this agreement include:

- Feasibility Study for replacing deficient bridge with stairs or bridge
- Preparation of plans, specifications and cost estimates
- Technical support for bidding and construction

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with TranTech Engineering, LLC for the Screen House Bridge Replacement project in the amount not to exceed $31,500 plus Washington State sales tax.

CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on this day of , , by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and TranTech Engineering, LLC, whose address is 12011 NE 1st Street, Suite C305, Bellevue, WA 98005, hereinafter referred to as the "Service Provider."

WHEREAS, the City desires to engage the Service Provider to provide strucural engineering services for Screen House Bridge Replacement at Water Filtration Plant for the City of Everett; and

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

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

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

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

3. **Time of Beginning and Completion of Performance**. This Agreement shall commence as of the date of execution of this Agreement and shall be completed by December 31, 2018.

4. **Compensation**.

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

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

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

D. Total compensation, including all services and expenses, shall not exceed a maximum of Thirty One Thousand and Five Hundred and Zero One-hundreth Dollars ($31,500.00).

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

5. **Method of Payment**.

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

B. All requests for payment should be sent to:

City of Everett
Attn.: Ed Fisher, P.E.
3200 Cedar Street
Everett, WA 98201

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

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

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

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

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

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

11. **Insurance**.

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Independent Contractor**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. **Notices**.

A. Notices to the City of Everett shall be sent to the following address:
City of Everett
Attn.: Ed Fisher, P.E.
3200 Cedar Street
Everett, WA 98201

B. Notices to the Service Provider shall be sent to the following address:
TranTech Engineering, Attn: Kash Nikzad
12011 NE 1st Street, Suite C305
Bellevue, WA 98005

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

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

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

CITY OF EVERETT,
WASHINGTON

_____
Ray Stephanson, Mayor

_____
Date

ATTEST:

_____
Sharon Fuller, City Clerk

_____
Date

APPROVED AS TO FORM:

_____
James D. Iles, City Attorney

_____
Date

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

Corporation	_____ [Service Provider's Complete Legal Name] By: _____ Typed/Printed Name: _____ Its: _____ Date: _____
Partnership (general)	_____ [Service Provider's Complete Legal Name] a Washington general partnership By: _____ Typed/Printed Name: _____ General Partner Date: _____
Partnership (limited)	_____ [Service Provider's Complete Legal Name] a Washington limited partnership By: _____ Typed/Printed Name: _____ General Partner Date: _____
Sole Proprietorship	_____ Typed/Printed Name: _____ Sole Proprietor: Date: _____
Limited Liability Company	TRANTECH ENGR LLC [Service Provider's Complete Legal Name] a Washington limited liability company By: _____ Typed/Printed Name: K. HASHATAR NIKZAD Managing Member Date: 11/9/16

(Form Approved by City Attorney's Office January 7, 2010, updated June 15, 2014)

EXHIBIT A

SCOPE OF WORK

Exhibit A – Scope of Services for Screen House Bridge Replacement at Water Filtration Plant Project (UP 3548) are as noted in the attached "Exhibit A - Scope of Work", provided by TranTech Engineering, LLC

Exhibit B – Compensation
The City shall pay the Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the Work, subject to the maximum stated in ¶4(D) of this Agreement. See attached TranTech Engineering, LLC "Exhibit B1 - Consultant Fee Determination Summary Sheet" i (Itemized by Task with labor hour estimates).

Exhibit C – Reimbursable Expenses
These expenses are included on "Exhibit B1 - Consultant Fee Determination Summary Sheet" as "Direct Costs"

EXHIBIT B
COMPENSATION

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

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

Name	Responsibility	Rate

☐ **ALTERNATE B [LUMP SUM]**

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

☐ **ALTERNATE C [PROGRESS PAYMENTS]**

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

Task	Amount Paid upon Completion of Task

☐ **ALTERNATE D [BASE REGISTRATION]**

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

EXHIBIT C

REIMBURSABLE EXPENSES

Type of Expense	Maximum Per Item	Cumulative Maximum
Parking		
Meals		

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

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

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

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

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

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

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

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

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

Service Provider Name: TRANTECH ENGR, LLC

Signature: _____ Printed Name: K. LIKAD Title: PRINCIPAL

(Retirement Form Approved by City Attorney's Office June 15, 2014)

Exhibit "A"
SCOPE OF WORK

Objective:

The objective of this contract is to provide engineering services to the City of Everett (City) with the goal of removing the existing Screen House Bridge at the Chaplain Lake Dam and providing a new access to the Building's rooftop via construction of a new 4-foot Pedestrian Bridge or a stairwell built on the side of the Building.

Background:

The Screen House Bridge was built in 1966 and is located on the south side of the Lake Chaplain Dam. The 2-span Bridge is 90-feet long (45':45'), and is 20-feet wide.

The Bridge is oriented South to North where the Chaplain Lake is on the north end of the Bridge and the Screen House is on its southern end. The Bridge's north abutment is constructed on top of the Dam over a spread footing and its south abutment is constructed on the northern wall of the Screen House. The interior pier of the Bridge is composed of four 22-inch circular concrete columns resting on a strip footing.

One important feature of this Bridge is that it is built over two 51-inch steel pipelines that convey the Lake Chaplain water to the Screen House. These pipelines are below ground and pass in between the columns of the interior bent.

Preliminary observations reveal that the Bridge is seismically vulnerable under an AASHTO design earthquake event. One major vulnerability of this Bridge is its inadequate seat-width of its simply-supported precast girders at all of its piers and their associated risk for detachment and collapse under a design earthquake event.

Per our understanding, the City and Water Filtration Plant (WFP) Authority desire to remove the existing seismically vulnerable vehicular bridge and re-establish the access to the rooftop of the Screenhouse building via construction of a new 4-foot Pedestrian Bridge at the existing bridge's alignment or construction of a stairwell on the side of the building.

On January 4, 2013, TranTech's team performed a routine bridge inspection site visit. Following this site visit, the City and WFP authorities provided TranTech's team with all of the existing information available on the Screenhouse Bridge.

In the following sections, work elements associated with a feasibility study regarding the two aforementioned building-access alternatives and the preparation of the construction documents for the chosen alternative is described in further detail:

Work Element 1 Project Management:

This services in this work element include administration of the contract between the Consultant and the City, preparation of progress reports and quality control, necessary for the Project. The work element also includes all administrative services needed to complete the Project on time and within budget. The following are the categorized activities associated with this work element:

1. Monthly Progress Reports, Meetings, and Invoicing. Monthly progress reports will contain a narrative that identifies and describes significant activities performed in the work-month and the significant planned activities for the upcoming month.

2. Communication:
    a. Coordination and meeting with the City.
    b. Preparation of project work plan.
    c. Prepare, monitor, and update project schedule. Monitor project budget.
    d. Prepare monthly billings, progress reports, and updated monthly project schedule.
    e. Maintain regular informal contact telephone discussions, and electronic mail.

3. Coordination with City's Plans and Specifications
    1. City has recently completed a 100% plan set for the bridge demolition.
    2. Incorporate City's demolition plan set during 100% PS&E
    3. City is responsible for general and administrative specifications of bid documents.

Deliverables:

- Monthly Progress Reports
- Monthly Invoicing

Work Element 2 Feasibility Study:

As part of the activities associated with this work element, TranTech's structural team will perform planning level engineering investigations of the two aforementioned alternatives.

Pros and cons associated with each alternative will be identified and a planning level engineer's opinion of cost for each alternative will be prepared.

Next, an engineering memo describing a summary of the investigations performed and the obtained results with recommendations culminating from these investigations will be prepared and submitted for the City and WFP Authority's for review and decision making purposes.

Deliverables:

- Three hard copies of the draft Feasibility Study Report
- Three hard copies of the final Feasibility Study Report

Work Element 3 60% Plans & Estimate:

Activities associated with this work element include advancing the desired building access alternative to the 60% design level. Our preliminary assessment has revealed the following plans are required for the construction bid set for each alternative:

1. Pedestrian Bridge Alternative
   a. Cover Sheet
   b. Plan, Elevation, & Section
   c. Building support details
   d. Abutment support details
   e. Roof railing modification details

2. Stairwell Alternative
   a. Cover Sheet
   b. Plan, Elevation, & Section
   c. Foundation details
   d. Stair details (2 Sheets)
   e. Roof railing modification details

In this work element, the design team will prepare and submit for the City and WFP officials review, 60% plans and engineer's opinion of cost

Deliverables:

- Three hard copies of the draft 60% Plans and Estimate documents
- Three hard copies of the finalized 60% Plans and Estimate documents

All engineering work associated with the design of the pedestrian bridge alternative, if chosen, will be performed per AASHTO LRFD Bridge Design Specifications, WSDOT Standard Specifications 2016 M41-10, WSDOT Bridge Design Manual M 23-50.04, August 2016 and the current City of Everett Standards.

Work Element 4 100% Plans, Specifications, & Estimate:

This work element encompasses all the activities associated with the preparation of the 100% Plans Specifications & Estimate (PS&E) construction documents.

In this work element, the design team will prepare and submit for the City and WFP officials review, 100% PS&E construction documents.

Deliverables:

- Three hard copies of the draft 100% PS&E Documents
- Three hard copies of the finalized 100% PS&E Documents (includes half size Plans)
- One set of full size signed and stamped of finalized Plans
- Set of electronic Auto CAD files per City of the Everett standards. Base drawing containing design and all plan sheets (i.e. plot styles, line type, text styles, x-refs, etc.).

Work Element 5 Engineering Support During Construction Phase:

This work element, at the option of the City of Everett, encompasses all the activities associated with providing engineering support during the construction phase of the project. These activities include; bidding phase support, responding to contractor RFIs and submittals, site visits, creation of as-builts, etc.

Deliverables:

- Construction phase support
- As-built submittal

Exhibit "B1" - Consultant Fee Determination Summary Sheet

TRANTECH Engineering LLC

Sceenhouse Access Feasibilty Study and PS&E

Work Elements (WE)	Project Manager	QA/QC Reviewer	Senior Engineer	Staff Engineer	CADD Technician	Clerical	Total
WE 1 - Project Management and Meetings	20					4	24
WE 2 - Feasibility Study		4	12	12	12	4	44
WE 3 - 60% PS&E		4	24	24	12	4	68
WE 4 - 100% PS&E		6	24	24	12	4	70
WE 5 - Construction Phase Services	4	2	8	8	8	4	34
Total Manhours	24	16	68	68	44	20	240
Direct Rates	$ 59.00	$ 59.00	$ 54.50	$ 36.00	$ 37.00	$ 18.00	
Total Direct Salary Cost	**$1,416**	**$944**	**$3,706**	**$2,448**	**$1,628**	**$360**	**$10,502**
(*)			**Profit at 30% of Direct Salary**				**$3,151**
(*)			**Overhead at 1.4085 times Direct Salary**				**$14,792**
					Total Labor Cost		**$28,445**
Direct Costs (Travel Mileage, Reproduction, FEDEX, ...)							**$300**
Management Reserve (MR)							**$2,755**
Total							**$31,500**

Notes:

(*) The Sum of the above Overhead Rate and Fee Percentage is equal to a combined WSDOT Audited Multiplier of 2.7085

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hall & Company 19660 10th Ave NE Poulsbo WA 98370	CONTACT NAME: Linnea Svensson PHONE (A/C, No, Ext): 360-626-2023 FAX (A/C, No): 360-598-3703 E-MAIL ADDRESS: lsvensson@hallandcompany.com
INSURED 7547 TranTech Engineering LLC 12011 NE 1st Street Suite 305 Bellevue WA 98005	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Casualty and Surety Co of — 31194 INSURER B : The Travelers Indemnity Company of — 25682 INSURER C : The Travelers Indemnity Company — 25658 INSURER D : Travelers Property Casualty Company — 25674 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 613884288 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	6802835L114	7/22/2016	7/22/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $300,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	BA5532L225	7/22/2016	7/22/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 10,000		Y	CUP6782Y730	7/22/2016	7/22/2017	EACH OCCURRENCE AGGREGATE $	$1,000,000 $1,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6802835L114	7/22/2016	7/22/2017	PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	WA Stop Gap $1,000,000 $1,000,000 $1,000,000
A	Professional Liab;Claims Made			105315328	7/15/2016	7/15/2017	$1,000,000 Per Claim $2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Screen House Bridge Replacement at Water Filtration Plant
The City of Everett, its officers, employees and agents are Additional Insured per the attached.

CERTIFICATE HOLDER

City of Everett
Attn: Ed Fisher, P.E.
3200 Cedar Street
Everett WA 98201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jessica Sharpe

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COMMERCIAL AUTO POLICY

ENDORSEMENT - CA T8 04 07 16

POLICY NUMBER BA-5532L225-16-GRP

** THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. **

NOTICE OF CANCELLATION

IT IS AGREED THAT:

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.
DESIGNATED ENTITY - NOTICE OF
CANCELLATION PROVIDED BY US

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED
UNDER THE FOLLOWING:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: NUMBER OF DAYS NOTICE OF CANCELLATION: 30
PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED SHOWN IN THE DECLARATIONS RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.
ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.
PROVISIONS:
A. IF WE CANCEL THIS POLICY FOR ANY STATUTORILY PERMITTED REASON OTHER THAN NONPAYMENT OF PREMIUM WE WILL MAIL NOTICE OF CANCELLATION TO THE PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE ABOVE. WE WILL MAIL SUCH NOTICE TO THE ADDRESS SHOWN IN THE SCHEDULE ABOVE AT LEAST THE NUMBER OF DAYS SHOWN FOR CANCELLATION IN THE SCHEDULE ABOVE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
B. IF WE DECIDE TO NOT RENEW THIS POLICY FOR ANY STATUTORILY PERMITTED REASON, AND A NUMBER OF DAYS IS SHOWN FOR NONRENEWAL IN THE SCHEDULE ABOVE, WE WILL MAIL NOTICE OF THE NONRENEWAL TO THE PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE ABOVE. WE WILL MAIL SUCH NOTICE TO THE ADDRESS SHOWN IN THE SCHEDULE ABOVE AT LEAST THE NUMBER OF DAYS SHOWN FOR NONRENEWAL IN THE SCHEDULE ABOVE BEFORE THE EXPIRATION DATE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED PERSON OR ENTITY – NOTICE OF CANCELLATION PROVIDED BY THE COMPANY

This endorsement changes the following:

Professional Liability Terms and Conditions

PROVISIONS:

If the Company cancels this policy for any statutorily permitted reason other than nonpayment of premium, the Company will mail or deliver notice of cancellation to the Specified Person or Entity shown in such Notice Schedule. The Company will mail or deliver such notice to the address shown in the Notice Schedule at least the number of days shown for cancellation in such Notice Schedule before the effective date of cancellation.

Notice Schedule

Number of Days Notice of Cancellation: 30

Specified Person or Entity: CITY OF EVERETT ATTENTION ED FISHER PE

Specified Person or Entity Address: 3200 CEDAR STREET EVERETT WA 98201 PROJECT: SCREEN HOUSE BRIDGE

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America
Policy Number: 105315328

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to the Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II**.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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POLICY NUMBER: 680-2835L114-TIL-16 ISSUE DATE: 05-23-16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation:** 30

NONRENEWAL: **Number of Days Notice of Nonrenewal:** 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF, 1. YOU SEN US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME & ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED SHOWN IN THE DECLARATION RECEIVES NOTICE FROM US OF CANCELLATION OF THIS POLICY AND 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to **WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations;

b. In connection with premises owned by or rented to you; or

c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

e. This insurance does not apply to the rendering of or failure to render any "professional services".

f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph **a.** of **4. Other Insurance** in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

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injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following is added to Paragraph **11., OUR RIGHT TO RECOVER FROM OTHERS.**, of **SECTION IV – CONDITIONS.**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or

b. "Personal injury" or "advertising injury" caused by an "offense" that is committed;

subsequent to the execution of the contract or agreement.

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EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Interlocal Agreement between the State of Washington Department of Corrections and Everett Police Department regarding joint operations

	Briefing	COUNCIL BILL #	
	Proposed Action	Originating Depart.	Police
	Consent	Contact Person	Capt. John DeRousse
	Action	Phone Number	425-257-8408
	First Reading	FOR AGENDA OF	November 30, 2016
	Second Reading		
	Third Reading		
	Public Hearing		
	Budget Advisory	Initialed by:	
		Department Head	
		CAA	
		Council President	

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
		Agreement	Police, Legal

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

DETAILED SUMMARY STATEMENT:
The Everett Police Department works in conjunction with the State of Washington Department of Corrections (DOC) to ensure the safety of our community. This Interlocal Agreement supports joint operations between the Everett Police Department and Department of Corrections by providing DOC Community Corrections Officers access to our facilities and office space during joint operations. This partnership improves information sharing and also response times when addressing felons under DOC supervision. The term of the agreement is January 1, 2017 to January 1, 2019 and may be extended up to four additional years by written amendment.

RECOMMENDATION (Exact action requested of Council):
Authorize the Mayor to sign the Interlocal Agreement between the State of Washington Department of Corrections and Everett Police Department regarding joint operations at no cost to the City.

State of Washington
Department of Corrections

Contract No. K11373

This Interlocal Agreement ("Agreement") is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and the Everett Police Department, hereinafter referred to as Agency.

WHEREAS, RCW Chapter 39.34 (Interlocal Cooperation Act) permits state agencies and local Governments to make the most efficient use of their powers by authorizing them to enter into Agreements with each other, in order to provide services and facilities in a manner best serving the needs and development of their local communities: and

WHEREAS, the purpose of this Agreement is to allow Department to place Community Corrections Officers ("CCO's") at the premises owned/operated by Agency located at 3002 Wetmore Ave., Everett, WA 98201 ("Premises").

NOW THEREFORE, in consideration of the terms and conditions contained herein, Department and Agency agree as follows:

1. **Agency Responsibilities:** Agency shall provide only the following:

   Office space for use by the CCO during joint operations, including access to telephones. Premises will be accessible to the CCO at any time the CCO is involved in an operation with the Agency.

2. **Department Responsibilities:** Department shall:
   A. Keep the office space clean
   B. Wear Department identification at all times when within the building.
   C. Escort visitors at all times while within the building.
   D. Supply a printer for the use of the CCO and any necessary supplies.
   E. Ensure that the CCO is not meeting with offenders at this location.

3. **Mutual benefits:** This Agreement improves both parties ability to carry out public safety responsibilities through:
   A. Joint Operations covering events, holidays, and home/field contact.
   B. Immediate response regarding felons under Department supervision.
   C. Joint involvement in Community groups.
   D. Information sharing resources, such as wanted persons information and local on-going community concerns.

4. **Access to information:**
   A. Access to all Department computer systems and files are restricted to the CCO. Department will follow its policy for dissemination of any information from its computer systems and files.

B. Access to all Agency computer systems and files are restricted to Agency personnel unless trained and authorized. The Agency will follow its policy and applicable law concerning dissemination of all Agency information.

5. **Term:** This agreement shall take effect January 1, 2017 and shall continue in effect until terminated January 1, 2019. This Contract Agreement may be extended by mutual agreement of the parties for two (2) additional two-year periods or portions thereof. Any such extension shall be evidenced by a properly completed written amendment to this Agreement. Either party may terminate this Agreement by giving thirty (30) days written notice to the other.

6 **Hold Harmless:** Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and volunteers. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a part to this Agreement.

7. **Contact Persons:** The parties stipulate that the following persons shall be the contact person for their respective jurisdiction.
   A. Chief, Dan Templeman, Everett Police Department, 3002 Wetmore Ave., Everett, WA 98201, (425) 257-8400.
   B. Kelly Miller, Field Administrator, Department of Corrections, (425) 513-5248, kmiller@doc1.wa.gov.

8. **Nothing herein shall require or be interpreted to:**
   A. Waive any defense arising out of RCW Title 51.
   B. Limit or restrict the ability of either entity or employee or legal counsel for either entity or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims for third parties, including, but not limited to, any good faith attempts to seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

9. **General Provisions:**
   A. Entire Agreement. This Agreement contains all of the terms with respect to any matter covered or mentioned in this Agreement.
   B. Modification. No provision of this Agreement may be modified except by written agreement signed by the Parties.
   C. Successors. This Agreement shall be binding upon the Parties' successors in interest, heirs, and ensigns.
   D. Severability. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision.
   E. Default. In the event that either of the Parties defaults on the performance of any terms of this Agreement or either party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.
   F. Venue. The venue for any dispute related to this Agreement shall be Thurston County, Washington.
   G. Waiver. Failure of the Agency to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such

breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

H. Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

10. **Governance:** This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

A. Applicable state and federal statutes and rules;
B. Statement of work; and
C. Any other provisions of the Agreement, including materials incorporated by reference.

THIS Interlocal Agreement, consisting of three (3) pages, is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

EVERETT POLICE DEPARTMENT	DEPARTMENT OF CORRECTIONS
(Signature)	(Signature)
Dan Templeman	John R. Nispel
(Printed Name)	(Printed Name)
Chief	Contracts Administrator
(Title)	(Title)
11-18-14	
(Date)	(Date)

Approved as to Form:
This Interlocal Agreement format was approved as to form by Pete Berney, AAG, of the Office of the Attorney General, on December 8, 2006

AGREED:

CITY OF EVERETT, WASHINGTON

By: _____
Ray Stephanson, Mayor
Date: _____

ATTEST:

_____
Sharon Fuller, City Clerk
Date: _____

APPROVED AS TO FORM:

_____
James D. Iles, City Attorney
Date: _____