Everett City Council Agenda
6:30 P.M. March 16, 2016
City Council Chambers

Roll Call

Pledge of Allegiance

PUBLIC HEARING:

Approval of Minutes: March 9, 2016

Mayor's Comments -Swearing in of Everett Police Officer Alex Olson

Council Comments/Liaison Reports

Administration Update on prior business

City Attorney

Citizen Comments

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

(1) CB 1603-12 – 1st Reading – Adopt the Proposed Ordinance approving the appropriations of the 2016 revised City of Everett Budget and amending Ordinance No. 3470-15. (3rd and final reading on 3-30-16).

Documents: CB 1603-12.pdf

(2) Adopt Resolution setting a policy for travel and training expenditures for City Elected Officials, and repealing Resolution No. 4689.

Documents: Electeds Travel.pdf

(3) Authorize the Mayor to sign the Interlocal Agreement with the Mukilteo School District regarding school impact fee collection.

Documents: Impact fees.pdf

(4) Adopt Resolution declaring the City's intention to add a portion of the west side of the 2500 block of Wetmore Avenue to the Multiple Family Property Tax Exemption provisions of RCW Chapter 84.14, and setting April 6, 2016 as the date for a public hearing.

Documents: Wetmore.pdf

(5) Authorize the Mayor to sign Change Order No. 1 with Thomco Construction for the Shore Avenue Strom Water Outfall Project in the amount of $226,831.52, including Washington State sales tax.

Documents: Thomco.pdf

(6) Authorize the Mayor to sign Change Order No. 2 with Interwest Construction for

Sewer System Replacement and Capacity Improvements Sewer "M" in the amount of $1,002,259.68 including Washington State sales tax.

Documents: Interwest-1.pdf

(7) CB 1602-11 –3rd and final Reading – Adopt the Proposed Ordinance establishing a limit on the number of retail marijuana stores in the City of Everett, and amending Ordinance No. 3443-15.

Documents: CB1602-11.pdf

CONSENT ITEMS:

(8) Adopt Resolution No. ____ authorizing claims against the City of Everett in the amount of $1,151,526.09 for the period of February 27, 2016 through March 9, 2016.

Documents: res-78.pdf

(9) Adopt Resolution No. ____ authorizing electronic transfer claims against the City of Everett in the amount of $6,122,003.83 for the period of November 1, 2015 through November 30, 2015.

Documents: elec-21.pdf

(10) Approve Bid Call 2016-024 for a Regenerative Air Street Sweeper.

Documents: Sweeper.pdf

(11) Authorize the Call for Bids for the Water Filtration Plant Operations Building Seismic Retrofit.

Documents: Seismic.pdf

(12) Authorize the closure of various streets on April 10, 2016, 8 a.m. to 1 p.m., for a half marathon and 10K sponsored by Snohomish Running Company.

Documents: Running Company-1.pdf

ACTION ITEMS:

(13) Authorize the Mayor to sign the Washington State Military Department Public Assistance Grant Agreement requesting disaster financial assistance for severe wind storm damage under Declaration Number FEMA-4249-DR-WA.

Documents: wind storm.pdf

(14) Authorize the Mayor to sign Amendment No. 1 to the Agreement for electrical engineering services in support of the Water Filtration Plant Asset Refurbishment Program with KDW Salas O'Brien LLC in the amount of $30,905.00.

Documents: KDW-2.pdf

(15) Adopt Resolution declaring the listed vehicles as surplus and authorizing their disposition.

Documents: Surplus-2.pdf

(16) Authorize the Mayor to sign the Settlement Agreement to settle the Jonathan Scott Bander lawsuit in the amount of $2,250.00.

Documents: Bander.pdf

(17) Authorize the Mayor to sign Amendment 001 to Sponsored Research Agreement UTA15-001169 between The University of Texas at Austin and The City of Everett, for data analysis, extending the agreement through May 31, 2016 at no cost to the City.

Documents: Austin.pdf

Executive Session

Adjourn

PROPOSED ACTION ITEMS:

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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. 3470-15.

3/16/16	Briefing	COUNCIL BILL #	CB1603-12
	Proposed Action	Originating Department	Finance
	Consent	Contact Person	Susy Haugen
	Action	Phone Number	257 - 8612
3/16/16	First Reading	FOR AGENDA OF	3/16, 3/23, 3/30
3/23/16	Second Reading		
3/30/16	Third Reading		
	Public Hearing		
	Budget Advisory	Initialed by:	
		Department Head	
		CAA	
		Council President	

Location	Preceding Action	Attachments	Department(s) Approval
		Attachment A	

Amount Budgeted	$324,765,043	
Expenditure Required	$344,605,661	Account Number(s): See Attachment A
Budget Remaining	-0-	
Additional Required	$19,840,618	

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

- General Government re-appropriations. Increases the expenditure budget by $2,257,236, the revenue budget by $260,055, and the beginning fund balance by $1,997,181.
- General Government amendments. Increases the expenditure budget by $11,942,621, increases the revenue budget by $190,254, and decreases the ending fund balance by $11,752,367.
- Non-General Government re-appropriations. Increase expenditure budgets by $2,536,761, revenue budgets by $90,771 and beginning fund balances by $2,445,990.
- Non-General Government amendments. Increases expenditure budgets by $3,104,000, revenue budgets by $104,000 and decreases ending fund balances by $3,000,000.

RECOMMENDATION (Exact action requested of Council):
Adopt an ordinance approving the appropriations of the 2016 revised City of Everett Budget and amending Ordinance No. 3470-15.

ORDINANCE NO. _____

AN ORDINANCE approving the appropriations of the 2016 revised City of Everett budget and amending Ordinance No. 3470-15.

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. 3470-15 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 $19,840,618.

	Beginning Fund Balance and 2016 Revenues	Expenditures	Ending Fund Balance
2016 Original Budget	$ 499,760,249	$ 324,765,043	$ 174,995,206
Budget Amendment #1	5,088,251	19,840,618	(14,752,367)
2016 Amended Budget	$ 504,848,500	$ 344,605,661	$ 160,242,839

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed:
Valid:
Published:
Effective Date:

2016 BUDGET ADJUSTMENTS for Budget Amendment # 1

General Government Reappropriations

	Fund	Description	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
			Increase/(Decrease)			
GGR-1	Planning	EPA Brownsfileds Grant		129,672	129,672	-
GGR-2	Planning	Historic Preservation Grant		10,000	10,000	-
GGR-3	Police	Homeland Security Grant		10,514	10,514	-
GGR-4	Labor Relations	Responsive Management Training	17,850		17,850	-
GGR-5	Police	Ammunition and Computer Software	26,966		26,966	-
GGR-6	Parks	Park Projects	68,916		68,916	-
GGR-7	Conference Center	Ballroom Lighting	30,000		30,000	-
GGR-8	Municipal Arts	Municipal Arts Program Projects	32,300		32,300	-
GGR-9	Administration	Transportation Consultant	35,000		35,000	-
GGR-10	Municipal Arts	1% for Arts Program	180,200		180,200	-
GGR-11	GenGov Special Projects	GenGov Special Projects	376,810	109,869	486,679	-
GGR-12	Street Improvements	Street Projects	579,139		579,139	-
GGR-13	Non-Dept Gen Fund	Labor Contingency	650,000		650,000	-
		Total General Government Reappropriations	**1,997,181**	**260,055**	**2,257,236**	**-**

General Government Amendments

	Fund	Description	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
			Increase/(Decrease)			
GGA-1	Police	Homeland Security Grant		14,486	14,486	-
GGA-2	Police	Traffic Safety Commission Grant		13,100	13,100	-
GGA-3	Police	FY15 STOP Violence Grant		32,170	32,170	-
GGA-4	Fire	Homeland Security Grant		63,473	63,473	-
GGA-5	Non-Dept General Fund	Wall Street Building Security			62,000	(62,000)
GGA-6	Administration	Graphic Design Support			5,000	(5,000)
GGA-7	Administration	Administrative Assistant			58,705	(58,705)
GGA-8	Finance	Administrative Coordinator		67,025	67,025	-
GGA-9	Fire	Assistant Fire Chief (temporary)			154,360	(154,360)
GGA-10	Non-Dept General Fund	Reclass Streets Initiative set aside			(1,000,000)	
GGA-10	Non-Dept General Fund	Reclass Streets Initiative set aside			262,700	
GGA-10	Police	Reclass Streets Initiative set aside			648,093	
GGA-10	Legal	Reclass Streets Initiative set aside			89,207	
GGA-11	Administration	Government Affairs Director transition			21,650	(21,650)

General Government Amendments (continued)

Fund	Description	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
		Increase/(Decrease)			
GGA-12 Administration	Staff Re-organization			183,708	(183,708)
GGA-12 Neighborhoods	Staff Re-organization			(152,392)	152,392
GGA-12 Parks	Staff Re-organization			(155,426)	155,426
GGA-13 Administration	Retirement Payout			51,600	(51,600)
GGA-13 Neighborhoods	Retirement Payout			26,400	(26,400)
GGA-14 Non-Dept General Fund	City Intranet			42,000	(42,000)
GGA-15 Planning	Assisted Hearing System			16,000	(16,000)
GGA-16 Non-Dept General Fund	Prefund 2017 Expenditures			6,358,762	(6,358,762)
GGA-17 Non-Dept General Fund	Reserve Contributions			5,080,000	(5,080,000)
	Total General Government Amendments	**-**	**190,254**	**11,942,621**	**(11,752,367)**

Non-General Government Reappropriations

	Fund	Description	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
			Increase/(Decrease)			
NGR-1	Criminal Justice	2013 Justice Assistance Grant		5,619	5,619	-
NGR-2	Criminal Justice	2014 Justice Assistance Grant		15,148	15,148	-
NGR-3	Criminal Justice	2015 Justice Assistance Grant		70,004	70,004	-
NGR-4	Motor Vehicle Division	Vehicle Purchases	919,395		919,395	-
NGR-5	CIP 3	Park & Street Projects	999,869		999,869	-
NGR-6	CIP 4	General Gov't. Capital Project	100,000		100,000	-
NGR-7	Criminal Justice	Equipment Replacement	426,726		426,726	-
		Total Non-General Government Reappropriations	**2,445,990**	**90,771**	**2,536,761**	**-**

Non-General Government Amendments

	Fund	Description	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
			Increase/(Decrease)			
NGA 1	CIP 3	Parks Projects			500,000	(500,000)
NGA 2	CIP 4	General Gov't. Capital Project			2,500,000	(2,500,000)
NGA 3	Property Management Fund	Wall Street Building Security		62,000	62,000	-
NGA 4	Computer Reserve	City Intranet		42,000	42,000	-
		Total Non-General Government Amendments	**-**	**104,000**	**3,104,000**	**(3,000,000)**

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGR-1	Planning	Re-approp - EPA Brownfields Grant	021R		129,672	
GGR-1	General Fund	Re-approp - EPA Brownfields Grant	002R	129,672		

The City applied for and received a grant in 2013 from the US Environmental Protection Agency (EPA) in the amount of $400,000 to conduct Phase I and Phase II Environmental Site Assessments (ESAs) and cleanup/redevelopment planning at Brownfield sites located within the City.

On August 28, 2013, City Council authorized a request for qualifications (RFQ) to support various grant related activities to include community outreach, site inventory, assessment, prioritization and cleanup planning. A professional services contract was awarded in December 2013 to cover the three year grant period.

This re-appropriation carries forward the remaining grant funds of $129,672.

Increase grant revenue	002	3316681800		129,672
Increase professional services	021	5010455410	129,672	

	Department		Code	Rev	Exp	FB
GGR-2	Planning	Re-approp - Historic Preservation Grant	021R		10,000	
GGR-2	General Fund	Re-approp - Historic Preservation Grant	002R	10,000		

The City was awarded a $10,000 State of Washington Department of Archeology and Historic Preservation grant in 2015. Funds will be used to hire a consultant to produce historic property inventory forms for properties in the Claremont Heights plat of the Claremont Neighborhood. This agreement was approved by Council at the September 15, 2015, Council meeting.

This re-appropriation carries forward the full $10,000 as no funds were spent in 2015.

Increase grant revenue	002	3331590436		10,000
Increase professional services	021	5010436410	10,000	

	Department		Code	Rev	Exp	FB
GGR-3	Police	Re-approp - Homeland Security Grant	031R		10,514	
GGR-3	General Fund	Re-approp - Homeland Security Grant	002R	10,514		

The U.S. Department of Homeland Security Urban Area Security Initiative and Snohomish County Department of Emergency Management are providing funds to enhance the capability of state and local governments to make measurable progress toward meeting the National Preparedness Guidelines. This $155,330 grant was provided to purchase specialized equipment necessary for response and assistance with hazardous incidents. Council approved acceptance of this grant at the May 13, 2015, Council meeting.

This re-appropriation carries forward the remaining grant funds of $10,514.

Increase grant revenue	002	3339707203		10,514
Increase equipment budget	031	5320000350	10,514	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGR-4	Labor Relations	Re-approp - Responsive Mgmt Training	007R		17,850	
GGR-4	General Fund	Re-approp - Responsive Mgmt Training	002R	17,850		

The City contracted with Richard Baron, Responsive Management Systems, to provide Line-level Workgroup Conflict Intervention for the Facilities Department. The effective date of the contract was December 1, 2015, with a completion date of June 30, 2016.

This re-appropriation carries forward the remaining contract balance of $17,850.

Increase beginning fund balance	002	3080000000		17,850
Increase professional services	007	5000000410	8,925	
Increase professional services	007	5010000410	8,925	

	Department		Code	Rev	Exp	FB
GGR-5	Police	Re-approp - Ammunition and Software	031R		26,966	
GGR-5	General Fund	Re-approp - Ammunition and Software	002R	26,966		

This re-appropriation carries forward $26,966 for supplies and equipment ordered in 2015 but not received by year-end. These orders include $2,416 for ammunition and $24,550 for a Forensic Recovery of Evidence computer system.

Increase beginning fund balance	002	3080000000		26,966
Increase supplies	031	5400005310	2,416	
Increase equipment	031	5320000350	24,550	

	Department		Code	Rev	Exp	FB
GGR-6	Parks	Re-approp - Park Projects	101R	68,916	68,916	

This re-appropriation carries forward a total of $68,916 for several Parks Department projects. Purchase orders or professional services contracts for the projects listed below were initiated in 2015, but the projects were not completed prior to year-end.

- Bayside Park Overlook Security Improvements - $33,779
- Kasch Park Soccer Fields Lighting (re-lamping) - $34,597
- Enamel rubber paint for swim center - $540

Increase beginning fund balance	101	3080000000		68,916
Increase supplies	101	5521000000310	540	
Increase repairs & maint	101	5521000000480	68,376	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGR-7	Conference Center	Re-approp - Ballroom Lighting	114R	30,000	30,000	

The Edward D. Hansen conference center is replacing its lighting system in the ballrooms. This re-appropriation carries forward $30,000 for this project.

Increase beginning fund balance	114	3080000000		30,000
Increase repairs & maintenance budget	114	5010000480	30,000	

	Department		Code	Rev	Exp	FB
GGR-8	Municipal Arts	Re-approp - Municipal Arts Program Projects	112R	32,300	32,300	

This re-appropriation carries forward $32,300 for the Municipal Arts Program projects listed below. Professional service agreements were initiated in 2015 but the projects were not completed by year-end.

- Repair damaged historical Jacobsen mural at downtown library - $23,225
- Design and coordinate fabrication/installation of two historical displays in the lobby of City Hall - $9,075

Increase beginning fund balance	112	3080000100		32,300
Increase professional services	112	5103307410	32,300	

	Department		Code	Rev	Exp	FB
GGR-9	Administration	Re-approp - Transportation Consultant	004R		35,000	
GGR-9	General Fund	Re-approp - Transportation Consultant	002R	35,000		

This re-appropriation carries forward $35,000, the remaining balance of a professional services agreement entered into in 2015, for consultant services on light rail systems, transit, and transportation in the City of Everett.

Increase beginning fund balance	002	3080000000		35,000
Increase professional services	004	5550000410	35,000	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGR-10	Municipal Arts	Re-approp - 1% for Arts Program	112R	180,200	180,200	

This re-appropriation carries forward the available 1% for Arts funds for expenditure in 2016. Projects include commissioning artwork for the municipal court.

Increase beginning fund balance	112	3080000200		101,100
Increase beginning fund balance	112	3080000210		79,100
Increase professional services - 1% for Arts General	112	5200201410	101,100	
Increase professional services - 1% for Arts Transit	112	5210211410	79,100	

	Department		Code	Rev	Exp	FB
GGR-11	GenGov Special Projects	Re-approp - Gen Gov Special Projects	115R	486,679	486,679	

This re-appropriation carries forward funds that were set aside for specific General Government special projects.

Projects include:
- $12,931 for the remaining GTS site clean up and monitoring
- $134,383 for the US2 route development project
- $114,365 for outside consultants related to the budget restructure effort
- $225,000 for landslide repairs (Narbeck Creek area)

Increase beginning fund balance	115	3080000000		376,810
Increase transfers in from general fund	115	3970073002		109,869
Increase professional services	115	5710000410	352,296	
Increase intergovernmental payments	115	5730000510	134,383	

	Department		Code	Rev	Exp	FB
GGR-12	Street Improvements	Re-approp - Street Projects	119R	579,139	579,139	

This re-appropriation carries forward the remaining 2015 budgeted Street Improvement funds to 2016 for street improvement projects. The source of these funds is an allocated share of the motor vehicle fuel tax from Washington State and a General Fund allocation. These funds are used for arterial street projects, sidewalk replacements, parking improvements, traffic accident repairs, non-motorized improvements, traffic signal projects, capital project grant matching funds, and the overlay program.

Increase beginning fund balance	119	3080000000		579,139
Increase construction budget	119	5524000953650	579,139	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGR-13	Non-Dept Gen Govt	Re-approp - Labor Contingency	009R		650,000	
GGR-13	General Fund	Re-approp - Labor Contingency	002R	650,000		

This re-appropriation proposes to carry forward $650,000 in contingency funds that were set aside in 2015 for labor contract settlements.

Increase beginning fund balance	002	3080000000		650,000
Increase non-departmental expenditure budget	009	5000068110	650,000	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGA-1	Police	Amendment - Homeland Security Grant	031A		14,486	
GGA-1	General Fund	Amendment - Homeland Security Grant	002A	14,486		

The U.S. Department of Homeland Security Urban Area Security Initiative and Snohomish County Department of Emergency Management grant award, discussed in GGR-3, was amended to provide an additional $14,486 for the Snohomish County/Everett Police Region One SWAT team with a specialized vehicle for enhancing responder safety and assistance capabilities.

Council approved the grant amendment at the December 23, 2015, Council meeting.

Increase grant revenue	002	3339707203		14,486
Increase equipment budget	031	5320000350	14,486	

	Department		Code	Rev	Exp	FB
GGA-2	Police	Amendment - Traffic Safety Grant	031A		13,100	
GGA-2	General Fund	Amendment - Traffic Safety Grant	002A	13,100		

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. The 2015-2016 memorandum of understanding (MOU) with the Washington Traffic Safety Commission sets forth the requirements of the Everett Police Department to participate in the project and receive the allotted funding. The allocation is $3,000 for impaired driving enforcement, $1,600 for seat belt enforcement, $1,000 for distracted driving enforcement, $5,500 in flex funding for any of the aforementioned, and $2,000 for motorcycle safety enforcement.

Council authorized the Mayor to sign the 2015-2016 MOU at the December 2, 2015, Council meeting.

Increase grant revenue	002	3332060131		13,100
Increase overtime budget	031	5220000120	13,100	

	Department		Code	Rev	Exp	FB
GGA-3	Police	Amendment - STOP Violence Grant	031A		32,170	
GGA-3	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 2015 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 for law enforcement training on this issue.

Council approved this grant contract at the September 30, 2015, Council meeting.

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

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGA-4	Fire	Amendment - Homeland Security Grant	032A		63,473	
GGA-4	General Fund	Amendment - Homeland Security Grant	002A	63,473		

The Department of Homeland Security Emergency Management Performance Grant funds are allocated to jurisdictions to support their local emergency management operating budget in an effort to enhance their programs. This award, in the amount of $63,473, requires a fifty percent match of non-federal origin. The Fire department's operating budget meets this requirement.

Council approved acceptance of this grant at the December 9, 2015, Council meeting.

Increase grant revenue	002	3339704205		63,473
Increase salaries	032	5150001110	48,825	
Increase benefits	032	5150001210	14,648	

	Department		Code	Rev	Exp	FB
GGA-5	Non-Dept Gen Govt	Amendment - WSB Security	009A		62,000	
GGA-5	General Fund	Amendment - WSB Security	009A			(62,000)

This amendment proposes to increase the General Government Non-Departmental transfer out budget by $62,000. Funds will be transferred to the Property Management Fund to provide security guard services at the Wall Street Building. Please see NGA-3 for additional information.

Increase transfers out	009	5000146550	62,000	
Decrease ending fund balance	009	5980000490		62,000

	Department		Code	Rev	Exp	FB
GGA-6	Administration	Amendment - Graphic Design Support	004A		5,000	
GGA-6	General Fund	Amendment - Graphic Design Support	009A			(5,000)

This amendment provides additional funding for external graphic design support. The communications office uses outside graphics support for website graphics, event materials, and advertising, as well as coordinates and manages graphic design support for departments that don't have dedicated internal graphic designers, including the animal shelter and senior center.

Increase professional services	004	5500000410	5,000	
Decrease ending fund balance	009	5980000490		5,000

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGA-7	Administration	Amendment - Administrative Assistant	004A		58,705	
GGA-7	General Fund	Amendment - Administrative Assistant	009A			(58,705)

This amendment provides funding for a new Administrative Assistant position for Administration. The position will support the City's websites (external website and intranet) and the City's online tourism efforts (website and social media). Responsibilities will include developing and implementing an online strategy and content for the City's tourism initiatives, providing project management support for new cross-departmental web tools such as online payments, Request Tracker, Community Voice, and a mobile app. The position will also be responsible for training new staff, working with CivicPlus and IT to resolve issues, tracking and reporting on analytics for the City websites, and developing and disseminating website policies and best practice guidance.

Increase salaries	004	5500000110	42,540	
Increase benefits	004	5500000210	16,165	
Decrease ending fund balance	009	5980000490		58,705

	Department		Code	Rev	Exp	FB
GGA-8	Finance	Amendment - Administrative Coordinator	010A		67,025	
GGA-8	General Fund	Amendment - Administrative Coordinator	009A	67,025		

This amendment provides funding for a new Public Disclosure Coordinator position in the City Clerk's office. The additional position will allow the Deputy City Clerk to refocus attention on tax compliance work. The offset is an increase to B&O tax revenue.

Increase salaries	010	5110000110	47,870	
Increase benefits	010	5110000210	19,155	
Increase B&O Tax revenue	002	3161000000		67,025

	Department		Code	Rev	Exp	FB
GGA-9	Fire	Amendment - Assistant Fire Chief (temporary)	032A		154,360	
GGA-9	General Fund	Amendment - Assistant Fire Chief (temporary)	002A			(154,360)

This amentment provides funding for the addition of an Assistant Fire Chief as part of the Fire Department's succession planning efforts. This position will allow for the training, coaching, and mentoring essential for a smooth transition.

Increase salaries	032	5100000110	126,530	
Increase benefits	032	5100000210	27,830	
Decrease ending fund balance	009	5980000490		154,360

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGA-10	Police	Amendment - Streets Initiative Program	031A		648,093	
GGA-10	Legal	Amendment - Streets Initiative Program	003A		89,207	
GGA-10	Non-Dept Gen Govt	Amendment - Streets Initiative Program	009A		262,700	
GGA-10	Non-Dept Gen Govt	Amendment - Streets Initiative Program	009A		(1,000,000)	

This amendment reclasses the funds set aside for the Streets Initiative project from the Non-Departmental General Government budget to the Police and Legal department budgets. At the time the budget was developed the details of how the funds were be distributed were not available. The estimates have now been completed. The reclass of budget is for four entry level police officers, one sergeant and two social workers for the Police department, one Prosecutor for the Legal department, and funding for related police vehicles for the new staff.

Increase salaries & benefits - Police	031	5xxxxxxxxx	563,103	
Increase M&O - Police	031	5xxxxxxxxx	84,990	
Increase salaries & benefits - Legal	003	5200000110/210	83,150	
Increase M&O - Legal	003	520000049x	6,057	
Increase transfers out to MVD reserve for vehicles	009	5000001550	262,700	
Decrease special allocations	009	5000900494		1,000,000

	Department		Code	Rev	Exp	FB
GGA-11	Administration	Amendment - Government Affairs Director	004A		21,650	
GGA-11	General Fund	Amendment - Government Affairs Director	009A			(21,650)

This amendment provides the necessary budget for the Government Affairs Director position transition period of two months.

Increase salaries and benefits	004	5550000110	21,650	
Decrease ending fund balance	009	5980000490		21,650

	Department			Rev	Exp	FB
GGA-12	Administration	Amendment - Staff Re-organization	004A		183,708	
GGA-12	Neighborhoods	Amendment - Staff Re-organization	022A		(152,392)	
GGA-12	Parks	Amendment - Staff Re-organization	009A		(155,426)	
GGA-12	Non-Dept Gen Govt	Amendment - Staff Re-organization	101A			124,110

This amendment reclasses budget authority to account for the re-organization of positions within the General Government. Position changes include adding an Executive Director to Administration, eliminating an Assistant Parks Director position from Parks, and eliminating an Executive Administrator position from Neighborhoods.

Increase salaries and benefits - Administration	004	5200000110	183,708	
Decrease salaries and benefits - Neighborhoods	022	5010000110		152,392
Decrease salaries and benefits - Parks	101	5101010000110		155,426
Increase ending fund balance - General Fund	009	5980000490	124,110	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGA-13	Administration	Amendment - Retiree payouts	004A		51,600	
GGA-13	Neighborhoods	Amendment - Retiree payouts	022A		26,400	
GGA-13	General Fund	Amendment - Retiree payouts	009A			(78,000)

This amendment increases the Administration and Neighborhoods budgets for unbudgeted retirement payouts (vacation and sick leave).

Increase salaries and benefits - Administration	004	5550000110/210	51,600	
Increase salaries and benefits - Neighborhoods	022	5010000110/210	26,400	
Decrease ending fund balance	009	5980000490		78,000

	Department		Code	Rev	Exp	FB
GGA-14	Non-Dept Gen Govt	Amendment - City Intranet	009A		42,000	(42,000)

This amendment provides funding for a new City intranet website. Funds will be transferred from the General Fund to the Computer Reserve Fund where the project will be managed. Please see NGA-4 for additional information.

Increase transfers out	009	5803004990	42,000	
Decrease ending fund balance	009	5980000490		42,000

	Department		Code	Rev	Exp	FB
GGA-15	Planning	Amendment - Assisted Hearing System	021A		16,000	
GGA-15	Non-Dept Gen Govt	Amendment - Assisted Hearing System	009A			(16,000)

This amendment provides funding for an assisted hearing loop system in the Wall Street Building's 8th floor hearing room.

Increase professional services	021	5010000410	16,000	
Decrease ending fund balance	009	5980000490		16,000

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
GGA-16	Non-Dept Gen Govt	Amendment - Prefund 2017 Expenditures	009A		6,358,762	(6,358,762)

This amendment proposes to use 2015 under expenditures to prefund the 2017 Police and Fire LEOFF1 pension contributions in the amount of $2,678,914, and the 2017 insurance reserve contributions in the amount of $3,679,848.

Increase transfers out for 2017 LEOFF1 Police and Fire pensions	009	5000637550	2,678,914	
Increase transfers out for 2017 insurance contributions	009	5000026960	3,679,848	
Decrease ending fund balance	009	5980000490		6,358,762

	Department		Code	Rev	Exp	FB
GGA-17	Non-Dept Gen Govt.	Amendment - Reserve Contributions	009A		5,080,000	(5,080,000)

This amendment proposes to split the remaining fund balance, above the required 20% of projected revenues, between CIP 1 and CIP 4.

Increase transfers out	009	5001162550	2,540,000	
Increase transfers out	009	5004162550	2,540,000	
Decrease ending fund balance	009	5980000490		5,080,000

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
NGR-1	Criminal Justice	Re-approp - 2013 Justice Assistance Grant	156R	5,619	5,619	

The Police Department was awarded a $54,553 Edward Byrne Memorial Justice Assistance grant for the acquisition and implementation of law enforcement equipment. Council authorized acceptance of this award at the September 18, 2013, Council meeting. The $5,619 in remaining grant funds are expected to be spent prior to September 2016- the end of the grant period.

This re-appropriation carries forward the unspent grant funds to 2016.

Increase grant revenue	156	3311673863		5,619
Increase expenditure budget	156	5630000445	5,619	

	Department		Code	Rev	Exp	FB
NGR-2	Criminal Justice	Re-approp - 2014 Justice Assistance Grant	156R	15,148	15,148	

The Police Department was awarded an $85,687 Edward Byrne Memorial Justice Assistance grant for the acquisition and implementation of law enforcement equipment. Council authorized acceptance of this award at the August 20, 2014, Council meeting. The $15,148 in remaining grant funds are expected to be spent within the grant period, which ends September 2017.

This re-appropriation carries forward the unspent grant funds to 2016.

Increase grant revenue	156	3311673864		15,148
Increase expenditure budget	156	5640000410	15,148	

	Department		Code	Rev	Exp	FB
NGR-3	Criminal Justice	Re-approp - 2015 Justice Assistance Grant	156R	70,004	70,004	-

The Police Department was awarded a $69,834 Edward Byrne Memorial Assistance grant for the acquisition of law enforcement equipment and technology. Funds will be used for the Department's Workforce Telestaff upgrade. Council authorized acceptance of this award at the July 8, 2015, Council meeting.

This re-appropriation carries forward the unspent grant funds and interest to 2016.

Increase grant revenue	156	3311673865		70,004
Increase expenditures	156	5650000350	70,004	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
NGR-4	MVD	Re-approp - Vehicle & Equip. Purchases	126R	919,395	919,395	

This amendment re-appropriates funds for vehicles and equipment scheduled for replacement in 2015, but not received by year-end.

Engineering - personnel lift truck, service truck, and two staff cars - $38,458
Fire - ladder replacement - $789,059
Parks - cargo van and rescue boat- $91,878

Increase beginning fund balance	126	3080000000		919,395
Increase vehicle expenditures - Engineering	126	5200024640	38,458	
Increase vehicle expenditures - Fire	126	5200032640	789,059	
Increase vehicle expenditures - Parks	126	5200101640	91,878	

	Department		Code	Rev	Exp	FB
NGR-5	CIP 3	Re-approp - Park & Street Projects	154R	999,869	999,869	

This amendment re-appropriates CIP 3 funds for Council approved Park and Street projects that were not completed by December 31, 2015.

Park Projects include:
- Downtown Area Sustainable Maint Renovation - $3,000
- Gateways Sustainable Maint Renovation - $42,000
- Jackson Park New MP Improvements - $250,000
- Howarth Park Pedestrian Bridge Repair - $200,000

Street Projects include:
- Pigeon Creek/BNSF Ped Overcrossing - $20,000
- US 2 Route Development - $109,869
- Grand Avenue Pedestrian Bridge - $375,000

Increase beginning fund balance	154	3080000000		999,869
Increase transfers out - park projects	154	5354010550	495,000	
Increase transfers out - street projects	154	5303500550	504,869	

	Department		Code	Rev	Exp	FB
NGR-6	CIP 4	Re-approp - CIP 4 Project	162R	100,000	100,000	

This amendment re-appropriates CIP4 funds for the Council approved Riverfront Public Amenities and Wetland Enhancement project.

Increase beginning fund balance	162	3080062000		100,000
Increase project expenditures	162	5625260550	100,000	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
NGR-7	Criminal Justice	Re-approp - Equipment Replacement	156R	426,726	426,726	-

This amendment re-appropriates 2015 budgeted Criminal Justice funds to 2016 for the New World Project.

Increase beginning fund balance	156	3080000000		426,726
Increase equipment budget	156	5600470350	426,726	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
NGA-1	CIP 3	Amendment - CIP 3 Projects	154A		500,000	(500,000)

This amendment increases the CIP3 expenditure budget for the following:

$300,000 for the Wiggums Hollow Restroom Replacement project as approved by Ordinance 3473-15
$200,000 for the South Everett Forest Preserve Recreational Improvements as approved by Ordinance 3477-16.

Increase CIP 3 transfers out	154	5354010550	500,000	
Decrease ending fund balance	154	5990000490		500,000

	Department		Code	Rev	Exp	FB
NGA-2	CIP 4	Amendment - CIP 4 Projects	162A		2,500,000	(2,500,000)

This amendment increases the CIP 4 expenditure budget by $2,500,000 for the Riverfront 3-Acre New City Park (Phase 1) as approved by Plans and Systems Ordinance 3476-16.

Increase transfers out	162	5625260550	2,500,000	
Decrease ending fund balance	162	5620999490		2,500,000

	Department		Code	Rev	Exp	FB
NGA-3	Property Mgmt Fund	Amendment - Wall Street Building Security	146A	62,000	62,000	-

This amendment increases the Property Management budget by $62,000 to provide security guard services at the Wall Street Building. Coverage will be from 7:00 a.m. to 5:30 p.m., Monday through Friday, excluding holidays. The annual amount of the contract is $73,417.50. The $62,000 for this amendment is a prorated amount for the remainder of 2016.

Increase transfers in	146	3970002000		62,000
Increase professional services	146	5200000410	62,000	

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

	Department		Code	Rev	Exp	FB
NGA-4	Computer Reserve	Amendment - City Intranet	505A	42,000	42,000	

This funding request supports the development of a new City intranet site and a new library subsite on the CivicPlus platform. The City currently uses three different intranet platforms, all of which are at the end of their lifespans and pose security risks. The new site will exist as a separate site from the City's external website, allowing for easier management of content and navigation and less risk of confusion for the public and employees. Funding is a transfer in from the General Fund, please see GGA-14.

Increase transfers in	505	3970030000		42,000
Increase professional services	505	5130000410	21,000	
Increase equipment budget	505	5130000640	21,000	

ATTACHMENT A

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Resolution setting a policy for travel and training expenditures for City Elected Officials, and repealing Resolution No. 4689

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

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

Initialed by:

Department Head	
CAA	
Council President	

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
City wide	Council Budget Committee 10/21/15		Legal

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

DETAILED SUMMARY STATEMENT:

This resolution repeals the previous ravel policy for City Elected officials and sets the new policy for travel and training expenditures incurred by the City Elected Officials.

RECOMMENDATION (Exact action requested of Council): Adopt Resolution setting a policy for travel and training expenditures for the City Elected Officials and repeal Resolution No. 4689.

RESOLUTION NO. _____

A RESOLUTION setting a policy for travel and training expenditures for City Elected Officials, and repealing Resolution No. 4689

WHEREAS, the Mayor and City Council wish for City elected officials to be responsible to Everett citizens and maintain high ethical standards by detailing its policies for travel and expenses; and

WHEREAS, citizens in Everett are best served by City elected officials, such as Mayor, Councilmembers, and Municipal Court judges, exercising prudence in incurring expenses on official city business; and

WHEREAS, seminars and conferences can offer unique opportunities for contacts, new ideas, and innovative solutions to common City problems, and representation by City elected officials on intergovernmental committees, boards and organizations can serve the City's best interests in the region;

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

SECTION 1. City elected official representation at national, local, regional and state levels is encouraged to increase Everett' knowledge of and voice in intergovernmental issues. Mayor and Council representation on intergovernmental board and committees shall be reported to the full Council, with information updates. Travel costs including meals, mileage, and parking incurred in attending such meetings shall be eligible for reimbursement as provided herein.

SECTION 2. City elected officials who attend conferences, meetings and seminars while in performance of duties which educate them, or promote, develop, publicize, or otherwise serve the City's interests shall be entitled to reimbursement for their travel, meals, registration fees, and program materials.

SECTION 3. Attendance by City elected officials at meetings, conferences, and seminars should be planned as early as possible in order to coordinate travel plans.

SECTION 4. Preference should be given to all annual, committee, workshop, or task force meetings scheduled by the National League of Cities, the U. S. Conference of Mayors, or the Association of Washington Cities, or, with respect to Municipal Court judges, judicial conferences or similar activities.

SECTION 5. Upon return from conferences, seminars and training classes, the Mayor and Councilmembers shall report to the Council verbally or in writing the results of their travel.

SECTION 6. City elected officials will exercise prudent judgment in incurring expenses on City business. If there is a questionable expenditure, the Council President shall present the matter to the Budget Committee (or other committee of Council appointed for this purpose) who will make a recommendation to the Council regarding that expenditure. Excessive or unnecessary expense shall not be reimbursed. Only expenses that benefit the City are reimbursed.

SECTION 7. In the interest of timely efficient City policy decisions, nominal food items and non-alcoholic beverages necessary for sustenance and nourishment for City elected officials while at City facilities performing their duties, shall be authorized and reimbursed. These nominal food items and non-alcoholic beverages for Councilmembers shall be provided for in the Council travel and training budget.

SECTION 8. The procedures to use in attending classes, training, meetings, conventions, and conferences are as follows:

A. All Council out-of-state and/or travel requiring an overnight stay, where expenses will be incurred, shall require prior approval from the Council President or his/her designee. The Council President shall require prior approval from two Councilmembers for all out- of-state and/or travel requiring an overnight stay, where expenses will be incurred;

B. On or before the tenth day following the close of the travel period for which funds have been advanced to the City elected official, he/she shall submit to the City Clerk a fully itemized travel expense voucher, for all reimbursable items, accompanied by the unexpended portion of such advance, if any;

C. Reimbursement to City elected officials for the use of personal vehicles is limited to the standard City established rate per mile and must be documented by a vehicle log;

D. When making hotel/motel room accommodations, an effort shall be made to obtain the single occupancy rate, governmental rate, or conference rate (if applicable). This effort shall be documented on the travel expense voucher;

E. For the purposes of meal reimbursement under this resolution, breakfast is between 6am and 12pm, lunch is between 12pm and 6pm, and dinner is between 6pm and 12am. All meal times are local time at the travel location. To establish eligibility for a meal reimbursement, travel status must have begun at least three hours prior to the meal;

F. Reimbursable meal costs for City elected officials are limited in all cases to the federal per diem rate for each meal as established by the United States General Services Administration. This is currently available at http://www.gsa.gov/portal/content/104877 for establishing travel location, and http://www.gsa.gov/portal/content/101518 for

specific meal amounts. Meals included as part of registration should not be considered eligible for reimbursement;

G. If claims for reimbursement include expenses of officers and employees other than the claimant, such other officers and employees shall be listed by name and title;

H. Claims for reimbursement must be signed by the elected official and be approved by the Council President, who shall consider if the expenses were expenses that benefited the City. If the Council President denies the claim for reimbursement, it shall be referred to the Budget Committee for a recommendation to the Council. If the claimant is the Council President, reimbursement must be approved by two Councilmembers;

I. While on City business, parking tolls, public transportation, taxis, registration/materials fees, and porter services may be claimed for reimbursement by the elected official. Each must be itemized when claiming reimbursement. Any item in excess of $10.00 requires an original receipt;

J. Claims for meal costs at a meeting which includes persons other than City officers or employees shall include the name of such persons and the City business related purpose for the meeting;

K. Elected officials' telephone calls to citizens, to their homes and to City facilities, restricted to City business, shall be authorized and recognized as a legitimate business expense;

SECTION 9. Any claim for reimbursement, made pursuant to this resolution, must be submitted within sixty (60) days following the expenditure. No claim for reimbursement shall be approved if submitted more than sixty (60) days following the expenditure, unless good cause is shown why the claim for reimbursement was not submitted within sixty (60) days following the expenditure. If a claim for reimbursement is denied on the basis of late submittal, it shall be referred to the Budget Committee for a recommendation to Council.

SECTION 10. Resolution No. 4689 is repealed.

Councilperson Introducing Resolution

PASSED and APPROVED this ____ day of _____, 2015.

Council President

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Interlocal Agreement with the Mukilteo School District regarding school impact fee collection

3-16-16	Briefing	COUNCIL BILL #	
	Proposed Action	Originating Dept.	Planning
	Consent	Contact Person	Allan Giffen
3-23-16	Action	Phone Number	(425) 257-8725
	First Reading	FOR AGENDA OF	March 16, 2016
	Second Reading		March 23, 2016
	Third Reading		
	Public Hearing		

Initialed by:
Department Head
CAA
Council President

Location	Preceding Action	Attachments	Department(s) Approval
None	Ordinance No. 3396-14 passed August 13, 2014	Interlocal Agreement	Planning, Legal, Accounting, Building

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

DETAILED SUMMARY STATEMENT:

Ordinance No. 3396-14 changed the way Everett collects school impact fees. Everett now uses a system based upon the Growth Management Act capital facilities plans prepared by school districts and approved through the county-wide Snohomish County School Districts Capital Facilities Plan.

The ordinance requires each participating school district to enter into an agreement with the City for reimbursement of the actual administrative costs of assessing, collecting, and handling fees for the district. The attached Interlocal Agreement establishes the process through which the City will collect impact fees for the Mukilteo School District.

RECOMMENDATION (Exact action requested of Council):
Authorize Mayor to sign the Interlocal Agreement with the Mukilteo School District regarding school impact fee collection.

INTERLOCAL AGREEMENT
REGARDING SCHOOL IMPACT FEE COLLECTION

This Interlocal Agreement (this "Agreement") is entered into as of _____ __, 2016, by and between the CITY OF EVERETT, a Washington municipal corporation (the "***City***"), and _____ School District, a municipal corporation, (the "***District***").

RECITALS

A. On August 13, 2014, the City Council passed Ordinance 3396-14, regarding school district impact fees for residential development (the "*Ordinance*"), as authorized under RCW 82.020.050 and other applicable law.

B. The purpose of this agreement is to meet the requirement under Section 12 of the Ordinance, that "each participating school district" enter into "an agreement with the City for reimbursement of the actual administrative costs of assessing, collecting, and handling fees for the district, any legal expenses and staff time associated with the defense of this chapter against district specific challenges, and payment of any refunds provided under Section 11 of this Ordinance."

C. This Agreement is pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. District Responsibility. The District shall comply with the Ordinance and with all applicable laws regarding school district impact fees, including without limitation all requirements regarding capital facilities plans, school impact fee schedules, impact fee limitations, use of funds, and refunds. The District shall also, if requested by the City, timely provide to the City a written statement of the District's position regarding developer requests for credits against school district impact fees, refunds or other matters.

2. City Responsibility.

a. By the fifteenth of each month, the City shall make payment to the District for school impact fees collected during the preceding month. The City may deduct from the total amount the Administrative Fee due to the City under this Agreement. Along with the Payment, the City shall provide a report detailing the impact fees collected as well as any deductions the City has made.

b. The City shall in no event be liable to the District in connection with school impact fees, with the sole exception of remitting to the District the school impact fees (together with any accrued interest as required by law) actually collected by the City on behalf of the District. If the City erroneously fails to collect school impact fees as required under the Ordinance or otherwise, then the City shall make an attempt to collect such fees under processes allowed by City ordinance or applicable law. If the City is unsuccessful in collecting such school impact fees, the City shall notify the District, and the District shall be responsible for further collection actions. In such a case, the City shall provide the District with all information related to the development for which the fee was not collected and the City's subsequent efforts to collect the fee.

c. The City has authority to refund school impact fees if (i) impact fees are collected in error by the City; (ii) a proposed development activity does not proceed and no impact to the District has resulted; or (iii) the school impact fee program is terminated.

3. Fees.

a. Per Dwelling Unit Administrative Fee. The District shall pay to the City a fee equal to forty-four dollars ($44) per dwelling unit for all school impact fees collected by the City. The City may deduct all such fees from the payment made to the District. If the City has not so deducted from such payment, then the District, upon written notice from the City, shall pay, within 30 days upon of receipt of notification from the City, all outstanding per dwelling unit fees due to the City. If the City has delivered school impact fees to the District prior to the date of this Agreement, and the City has not already deducted the per dwelling unit fees from such payments, then the District shall pay the per dwelling unit fees to the City within thirty (30) days after the date of this Agreement.

b. Adjustment of Per Dwelling Unit Administrative Fees. Beginning in 2016, the per dwelling unit administrative fee will increase effective each January 1st by a percentage equal to the percentage increase for the preceding calendar year in the CPI-U for the greater Seattle area, published by the Bureau of Labor Statistics, United States Department of Labor.

c. Credit/Debit Card Fees. The District shall pay a fee to the City in connection with applicants paying school impact fees with a credit or debit card. This fee per transaction will be 2.5% of the amount paid by each applicant to the City by credit card or debit card. The City may deduct such fees from the payments made to the District account under Section 2 above. If the City has not so deducted from such payments, then the District shall pay, within 30 days upon of receipt of invoice from the City, all outstanding fees due to the City under this Section 4. The City may from time to time, effective upon written notice to the District, increase fees under this Section 4 as necessary to pay for increased City credit/debit card costs or bank transfer costs.

4. Expiration of Agreement/Automatic Renewal. The initial term of this Agreement expires on December 31, 2019. After the initial term, this Agreement will automatically continue to extend for one-year extension terms, unless one party gives a non-renewal notice at least ninety (90) days before the end of an extension term.

5. Termination. This Agreement terminates: (i) ninety (90) days after either party delivers written termination notice to the other party or (ii) the Ordinance is repealed. After termination, neither the District nor the City on behalf of the District may retain unexpended or unencumbered school impact fees or interest earned on those fees.

6. Indemnification. To the maximum extent permitted by law, the District shall defend, indemnify, and hold harmless the City and all of its officers, employees, and agents from all claims, demands, suits, actions, losses, and liability of any kind, to the extent arising from or relating to (a) breach of this Agreement by the District or its agents or contractors, (b) the negligence or willful misconduct of the District or its agents or contractors in the performance of this Agreement, (c) any legal expenses or staff time associated with the defense of the Ordinance against District-specific challenges, (d) and payment of any refunds provided under the Ordinance. The District agrees that its obligations under this Section 7 extend to any claim, demand, or cause of action brought by, or on behalf of, any of its employees or agents, and for that purpose the District specifically waive, with respect to each other only, any immunity under RCW Title 51.

7. General Provisions.

a. Administration. Each party to this Agreement shall serve as an administrator of this Agreement for the purposes of compliance with RCW 39.34.030 for each party's respective actions in performance of this Agreement.

b. 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.

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

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

e. Amendment. No amendment to this Agreement will be effective unless in writing and signed by the Mayor of the City and by the authorized representatives of the District.

f. Waiver. No waiver of satisfaction of any condition or nonperformance of an obligation under this Agreement will be effective unless it is in

writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation.

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

h. Notice. For a notice under this Agreement to be valid, it must be in writing and the sending party must use one of the following methods of delivery: (A) personal delivery to the address stated below; (B) first class postage prepaid U.S. Mail to the address stated below; or (C) nationally recognized courier to the address stated below, with all fees prepaid.

Notice to City	Notice to District
City of Everett Director, Planning and Community Development 2930 Wetmore Avenue, Suite 8A Everett, WA 98201	Mukilteo School District Attn: Business Office 9401 Sharon Drive Everett, Washington 98204

A party may change its address by delivering written notice to the other party of the new address.

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

j. No Third-Party Beneficiaries. The provisions of this Agreement are for the sole benefit of the parties to this Agreement. No other persons have any rights or remedies under this Agreement.

k. Compliance with the Washington State Public Records Act. The parties acknowledge they are subject to the Public Records Act, chapter 42.56 RCW. Both parties shall cooperate with each other so that each may comply with all of its obligations under the Public Records Act.

l. Recording of this Agreement. This Agreement shall be recorded or otherwise made available to the public in accordance with RCW 39.34.040.

m. Survival. The following Sections survive termination or expiration of this Agreement: Sections 7 and 8.

The parties have executed this Agreement as of the date first above written.

CITY OF EVERETT

By: _____
Ray Stephanson,
Mayor

DISTRICT

By: Marci Larsen
Dr. Marci Larsen,
Superintendent

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

A Resolution declaring the City's intention to add a portion of the west side of the 2500 block of Wetmore Avenue to the Multiple Family Property Tax Exemption provisions of RCW Chapter 84.14, and setting April 6, 2016 as the date for a public hearing

03/16/16	Briefing
	Proposed Action
	Consent
03/23/16	Action
	First Reading
	Second Reading
	Third Reading
	Public Hearing

COUNCIL BILL #	
Originating Department	Planning
Contact Person	Allan Giffen
Phone Number	(425) 257-8725
FOR AGENDA OF	March 16, 2016
	March 23, 2016

Initialed by:

Department Head	
CAA	db
Council President	

Location	Preceding Action	Attachments	Department(s) Approval
West side of the 2500 block of Wetmore Avenue	Rezone approved October 21, 2015	Resolution and map	Planning, Legal

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

DETAILED SUMMARY STATEMENT:

In October, 2015, the City Council approved a rezone of property located in the 2500 block of Wetmore Avenue as part of the Ten-Year Update of the Comprehensive Plan. The proposed action would expand the Multiple Family Property Tax Exemption program area to include this rezoned area.

State law requires that the City adopt a resolution stating its intent to add the area to the existing property tax exemption area and to establish a public hearing date. Adopting the attached resolution sets the date for the public hearing on April 6, 2016.

RECOMMENDATION (Exact action requested of Council):
Adopt Resolution declaring the City's intention to add a portion of the west side of the 2500 block of Wetmore Avenue to the Multiple Family Property Tax Exemption provisions of RCW Chapter 84.14, and setting April 6, 2016 as the date for a public hearing.

RESOLUTION NO. ____

A Resolution declaring the City's intention to add a portion of the west side of the 2500 block of Wetmore Avenue to the Multiple Family Property Tax Exemption provisions of RCW Chapter 84.14, and setting April 6, 2016 as the date for a public hearing.

WHEREAS, the City Council finds the following:

1. RCW Chapter 84.14 provides for the establishment of "urban centers" in which qualifying multiple family housing developments are exempt from the payment of property taxes for a limited period of time.

2. It is the purpose of RCW Chapter 84.14 to encourage increased residential opportunities, and to stimulate the construction of new multifamily housing, including affordable housing, in urban centers having insufficient housing opportunities.

3. RCW 84.14.040 requires a city to adopt a Resolution declaring its intention to designate or modify the boundaries of an urban center under RCW Chapter 84.14 and establish the time and place of a hearing to be held for such purposes.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EVERETT DOES HEREBY RESOLVE THE FOLLOWING:

1. A Public Hearing will be held on Wednesday, April 6, 2016, at the regular meeting of the City Council, which begins at 6:30 pm, in the City Council Chambers of the William E. Moore Historic City Hall, 3002 Wetmore Avenue.

2. A vicinity map identifying the area proposed to be designated as an urban center is attached hereto as Exhibit A.

_____ _____

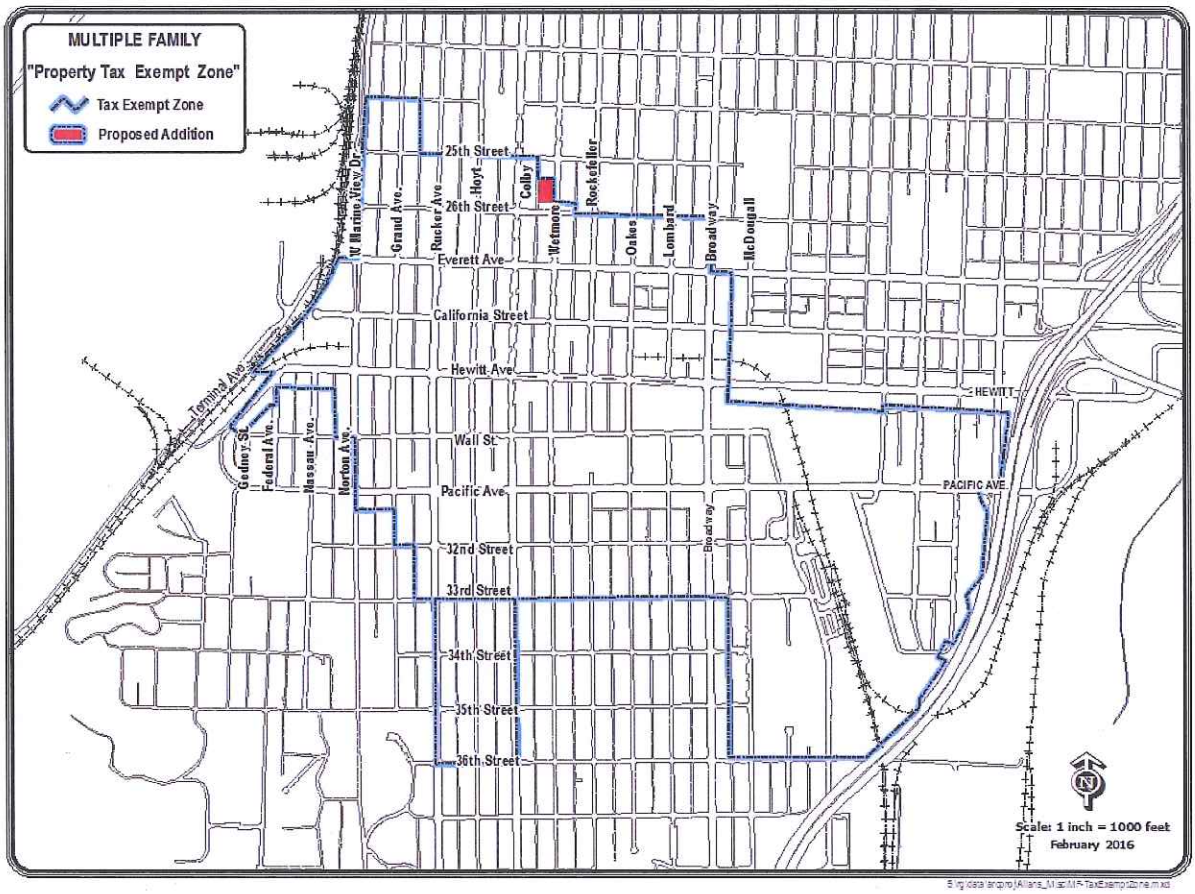
Councilmember Introducing Resolution Date

_____

City Council President

EXHIBIT A

VICINITY MAP



EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Change Order No. 1 with Thomco Construction for the Shore Ave Storm Water Outfall 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	March 16, 2016

Initialed by:
Department Head _____
CAA _____
Council President _____

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
Southwest Everett, near Mukilteo Boulevard	Bid: June 2, 2015 Bid Award: June 24, 2015	Change Order No.1	Public Works

Amount Budgeted	$1,900,000.00	Account Number(s): UP 3118
Expenditure Required	$226,831.52	
Budget Remaining	$140,000.00	
Additional Required	$0.00	

DETAILED SUMMARY STATEMENT:

This project includes improving the storm drainage system along Shore Avenue and construction of a new outfall system.

Change order No.1 modifies Schedule A of the project on four existing bid items: Force Account, Traffic Control Labor, Hot Mix Asphalt and Gravel Borrow. Change order #1 also adds two new bid items to Schedule A - work to make modifications to the design of the Cathodic Protection System and to add approximately 400 linear feet of new eight-inch Ductile Iron water main and related parts to the City's water system on Shore Avenue.

The total net increase cost to the contract for these modifications and additions is $226,831.52.

Additionally, Change order #1 extends the project's contract time by 70 working days.

RECOMMENDATION (Exact action requested of Council):
Authorize the Mayor to sign Change Order No.1 with Thomco Construction for the Shore Ave Storm Water Outfall Project in the amount of $226,831.52, including Washington State sales tax.

CITY OF EVERETT
Change Order

Project Title	Shore Avenue Storm Water Outfall Improvements
Department	Public Works Department
Work Order No.	3118
Contractor:	Thomco Construction
Contract Award Date:	6/24/2015
City Staff Contact:	Tom Fuchs
Change Order No.	1
Change Order Effective Date	January 4, 2016

CONTRACT PRICE (exclusive of Wash. State Sales Tax)

Original contract price	$1,529,647.00
Cumulative Amount of prior change orders	$0
Total Contract Price including prior change orders	$1,529,647.00
Amount of this Change Order	$226,831.52
Total Contract Price *including* this Change Order	$1,756,478.52

CONTRACT TIME

Original Contract Duration 100	Working Days ☒ Calendar Days ☐
Date of Notice to Proceed	8/5/2015
Cumulative adjustment to duration by *prior* Change Orders	0
Adjustment to duration by *this* Change Order	70
New Contract Duration (*including* this Change Order)	170

Project: Shore Avenue Storm water Outfall Improvements Project
Change Order No.1
Change Order Effective Date: January 4, 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)	Project Engineer (if applicable)	Engineering Manager (if applicable)	Department Director
Date: 2-19-16	Date: 2-23-2016	Date: 2/23/16	Date: 2/24/16

CONTRACTOR	
By [signature] V.P. Officer	Date: 2/8/16

Exhibit A—Description of Changed Work

Change Order #1 modifies 4 existing bid items and adds two new items to Schedule A portion of the contract as follows:

Modified bid items under schedule A are as follows:

Modify existing **bid item #5** titled, **"Force Account,"** by adding an additional $50,000.00 to the amount anticipated for work completed by the Force Account method.

Modify existing **bid item #6** titled, **"Traffic Control Labor,"** by adding an additional 500 hours of Traffic Control Labor, at the unit price of $53.00 per hour, resulting in a $26,500.00 contract price increase.

Modify existing **bid item #13,** titled, **"HMA Class 1/2" PG64-22,"** by adding an additional 80 tons of HMA Class ½" PG64-22, at the unit price of $131.00 per ton, resulting in a $10,480.00 contract price increase.

Modify existing **bid item #37,** titled, **"Gravel Borrow Including Haul,"** by adding an additional 3,200 tons of Gravel Borrow Including Haul, at the unit price of $21.00/ton, resulting in a $67,200.00 contract price increase.

New items being added to schedule A are as follows:

Add **new item #100** to schedule A titled, **"Cathodic Protection System Modifications",** in the lump sum amount of **$15,403.52.**

Add **new item #101** to schedule A titled, **"8-Inch Ductile Iron Pipe and Appurtenances"**, in the lump sum amount of **$57,248.00.**

The result of modifying four (4) existing bid items, and adding two (2) new items to the contract, results in a $226,831.52 contract price increase.

JUSTIFICATION:

Existing **Item #5 – Force Account.** Existing schedule A dollar amount for this force account bid item was for $50,000.00. The current amount paid out is at $87,451.74 for work that's been directed and completed under the force account method of tracking costs. There is still some additional work anticipated to be directed and paid for under the force account method.

Existing **Item #6 – Traffic Control Labor.** Additional hours of Traffic Control Labor were required to complete work under schedule A portion of the Contract.

Existing **Item #13 – HMA Class ½" PG64-22.** Additional tons of HMA Class ½" PG64-22 will be required to complete the paving work on Shore Avenue under schedule A portion of the Contract.

Existing **Item #37 – Gravel Borrow Including Haul.** Additional tons of Gravel Borrow Including Haul were required to complete the trench backfilling and roadway subgrade preparation in schedule A portion of the Contract.

Item #100 – Cathodic Protection System Modifications. These modifications were being requested by the Public Works Utilities Department Technical Services Group which operate the various Cathodic Protection Systems throughout the City.

Item #101 – 8-inch Ductile Iron Pipe and Appurtenances. This item being added for safety reasons to protect workers and limit risk of further failure of the existing 6-inch cast iron water main which has ruptured twice in this vicinity since 2008. The new 8-inch ductile iron water main and appurtenances are being added to effectively provide a safe working environment for construction workers, which by contract, are required to install a new 36-inch storm drain pipe, some 15 feet lower in elevation and which crosses this water main in a nearly parallel fashion at one point and closely parallels it for several hundred feet along Shore Avenue.

CONTRACT TIME:

Seventy, (70), additional working days are being added to the contract time as a result of this change order. Thomco requested 105 working days be added to the contract time in its letter to the City dated November 23rd, 2015. The City of Everett responded on December 2, 2015, that it would agree to an addition of 36 added working days, and requested additional information on many of Thomco's requested additional days. Thomco furnished this information for City's evaluation in its January 12th 2016 letter, documenting that it would be willing to compromise on its earlier time request of 105 working days, to the addition of 70 working days. The City reviewed the information provided by Thomco and has elected to accept Thomco's revised time request of 70 additional working days to the Contract Time, as documented in the City's letter of January 28, 2016.

Reasons for this additional time being granted are attributed to the following: Changes requested by the City in materials to the Cathodic Protection System being installed, changed conditions in ground being excavated requiring additional monitoring and added trench dam installation, addition of approximately 450 linear feet on new 8-inch ductile iron pipe and appurtenances, additional time for

the ordering and procurement of long lead special HDPE pipe fittings and other materials, several existing drainage structures that were to be connected to, but which were not structurally sound and required installation of new structures, relocation of existing an existing cast iron water main to install new hydrodynamic separator and subsequent rupture of said existing water main, and repair of damages caused by said ruptured water main, repair of BNSF existing concrete culvert pipe, project delays to critical path work by BNSF not having flagman and signal man available during times of Thomco's critical path scheduled needs, and miscellaneous work that occurred which affected project critical path that was unforeseen at time of bid and paid for under the force account bid item.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Change Order No.2 with Interwest Construction for Sewer System Replacement and Capacity Improvements Sewer "M"

	Briefing
	Proposed Action
	Consent
X	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	March 16, 2016

Initialed by:
Department Head
CAA
Council President

Location	Preceding Action	Attachments	Department(s) Approval
Vicinity of Rucker to Wetmore Avenues and 10th to 12th Streets	Bid: January 13, 2015; Award: February 11, 2015	Change Order No. 2 Vicinity Map	Public Works

Amount Budgeted	$11,500,000.00	Account Number(s): UP 3470
Expenditure Required	$1,002,259.68	
Budget Remaining	$550,000.00	
Additional Required	$0.00	

DETAILED SUMMARY STATEMENT:

This project includes construction of combined sewers, replacing existing side sewers, storm drainage, and storm drain control structure.

Change order No. 2 adds about four additional blocks of sewer replacement and new storm drains to the project. The additional storm drain and sanitary sewer improvements at the north end of Sewer M Phase I project, will allow completion of restoration work in this area, accelerate basement flooding protection for an additional 31 homes and replace 900 feet of deteriorated sewer pipe.

It modifies 21 existing and adds 11 new items to Schedule A, and modifies 25 existing and adds nine new items to Schedule B, of the contract. The total net increase cost to the contract for these modifications is $1,002,259.68

Additionally, Change Order No. 2 extends the project's contract time by 40 working days.

RECOMMENDATION (Exact action requested of Council):
Authorize the Mayor to sign Change Order No.2 with Interwest Construction for Sewer System Replacement and Capacity Improvements Sewer "M" in the amount of $1,002,259.68, including Washington State sales tax.

CITY OF EVERETT
Change Order

Project Title	Sewer System Replacement and Capacity Improvements Sewer "M"
Department	Public Works
Work Order No.	UP3470
Contractor:	Interwest Construction, Inc.
Contract Award Date:	February 11, 2015
City Staff Contact:	Tom Fuchs
Change Order No.	2
Change Order Effective Date	February 29, 2016

CONTRACT PRICE (exclusive of Wash. State Sales Tax)

Original contract price	$9,924,064.00	
Cumulative Amount of prior change orders	$48,866.00	
Total Contract Price including prior change orders	$9,972,930.00	
Amount of this Change Order	$1,002,259.68	
Total Contract Price *including* this Change Order		$10,975,189.68

CONTRACT TIME

Original Contract Duration 260	Working Days ☒ Calendar Days ☐	
Date of Notice to Proceed March 30, 2015		260
Cumulative adjustment to duration by *prior* Change Orders		0
Adjustment to duration by *this* Change Order		40
New Contract Duration (*including* this Change Order)		300

Project: Sewer System Replacement and Capacity Improvements Sewer "M"
Change Order No. 2
Change Order Effective Date: February 29, 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)	Project Engineer (if applicable)	Engineering Manager (if applicable)	Department Director
Ron Fuchs Date: 3/2/16	David Vogt Date: 3/2/16	Gabriel Miller Date: 3/3/16	Date: _____

CONTRACTOR	
By _____ Officer	Date: 3/2/16

Exhibit A—Description of Changed Work

Change order #2 modifies 21 existing bid items and adds 11 new items to schedule A of the contract and modifies 25 existing bid items and adds 9 new items to schedule B of the contract as follows.

Schedule A Modified Items

Item A4 – Traffic Control Labor. Modify existing bid item A4, Traffic Control Labor, by adding 800 hours of traffic control labor at the unit price of $54.00/hour, resulting in a $43,200.00 contract price increase.

Item A7 – Street Cleaning & Sweeping. Modify existing bid item A7, Street Cleaning & Sweeping, by adding 40 hours of street cleaning & sweeping at the unit price of $160.00/hour, resulting in a $6,400.00 contract price increase.

Item A8 – Sawcut Pavement, Final Cut to 6" Thick. Modify existing bid item A8, Sawcut Pavement, Final Cut to 6" Thick, by adding 1,000 linear feet of sawcut pavement, final cut to 6" thick, at the unit price of $2.00/linear foot, resulting in a $2,000.00 contract price increase.

Item A9 – Sawcut Pavement, Final Cut, Additional 1" Thick. Modify existing bid item A9, Sawcut Pavement, Final Cut, Additional 1" Thick, by adding 3,000 linear feet of sawcut pavement, final cut, additional 1" thick, resulting in a $6,000.00 contract price increase.

Item A10 – Grinding/Planing Bituminous Pavement. Modify existing bid item A10, Grinding/Planing Bituminous Pavement, by adding 1,200 square yards of grinding/planing bituminous pavement at the unit price of $3.50 per square yard, resulting in a $4,200.00 contract price increase.

Item A12 – Roadway Excavation Including Haul. Modify existing bid item A12, Roadway Excavation Including Haul, by adding 330 cubic yards of roadway excavation including haul at the unit price of $44.50/cubic yard, resulting in a $14,685.00 contract price increase.

Item A16 – Crushed Surfacing Top Course. Modify existing bid item A16, Crushed Surfacing Top Course, by adding 200 tons of crushed surfacing top course at the unit price of $44.00/ton, resulting in a $8,800.00 contract price increase.

Item A17 – Crushed Surfacing Base Course. Modify existing bid item A17, Crushed Surfacing Base Course, by adding 900 tons of crushed surfacing base course at the unit price of $22.00/ton, resulting in a $19,800.00 contract price increase.

Item A18 – Gravel Borrow, Including Haul. Modify existing bid item A18, Gravel Borrow Including Haul, by adding 3,000 tons of gravel borrow including haul at the unit price of $21.00/ton, resulting in a $63,000.00 contract price increase.

Item A21 – Temporary Pavement Patch. Modify existing bid item A21, Temporary Pavement Patch, by adding 30 tons of temporary pavement patch at the unit price of $175.00/ton, resulting in a $5,250.00 contract price increase.

Item A22 – Asphalt Class B/HMA ½" PG 64-22. Modify existing bid item A22, Asphalt Class B/HMA ½" PG 64-22, by adding 400 tons of asphalt class B/HMA ½" PG 64-22 at the unit price of $77.00/ton, resulting in a $30,800.00 contract price increase.

Item A24 –Manhole 48-Inch, Type 1. Modify existing bid item A24, Manhole 48-Inch, Type 1, by adding 6 each manholes 48-inch, type 1, at the unit price of $4,500.00/each, resulting in a $27,000.00 contract price increase.

Item A25 –Manhole 54-Inch, Type 1. Modify existing bid item A25, Manhole 54-Inch, Type 1, by adding 1 additional manhole 54-inch, type 1, at the unit price of $5,500.00/each, resulting in a $5,500.00 contract price increase.

Item A27- Manhole, Additional Height, 48" Dia. Type 1. Modify bid item A27, Manhole, Additional Height, 48" Dia. Type 1, by adding 35 linear feet of manhole additional height, 48" dia. Type 1 at the unit price of $300.00/linear foot, resulting in a $10,500.00 contract price increase.

Item A29 – Drop Connection. Modify bid item A29, Drop Connection, by adding 1 additional drop connection at the unit price of $3,700.00/each, resulting in a $3,700.00 contract price increase.

Item A49 – Concrete Curb, Type E-1. Modify existing bid item A49, Concrete Curb, Type E-1, by adding 140 linear feet of concrete curb, Type E-1 at the unit price of $22.00/linear foot, resulting in a $3,080.00 contract price increase.

Item A50 – Cement Concrete Driveway Entrance, Type 1. Modify existing bid item A50, Cement Concrete Driveway Entrance, Type 1, by adding 80 square yards of cement concrete driveway entrance, Type 1, at the unit price of $60.00/square yard, resulting in a $4,800.00 contract price increase.

Item A52 – Cement Concrete Sidewalk, 4" Thick. Modify existing bid item A52, Cement Concrete Sidewalk, 4" Thick, by adding 80 square yards of cement concrete sidewalk, 4" thick at the unit price of $48.00/square yard, resulting in a $3,840.00 contract price increase.

Item A53 – Concrete Perpendicular Curb Ramp. Modify existing bid item A53, Concrete Perpendicular Curb Ramp, by adding one (1) each concrete perpendicular curb ramp at the unit price of $1,510.00/each, resulting in a $1,510.00 contract price increase.

Item A55 – Concrete Parallel Curb Ramp. Modify existing bid item A55, Concrete Parallel Curb Ramp, by adding one (1) each concrete parallel curb ramp at the unit price of $2,050.00/each, resulting in a $2,050.00 contract price increase.

Item A57 – Grass Seed and Topsoil, Type A. Modify existing bid item A57, Grass Seed and Topsoil, Type A, by adding 180 square yards of grass seed and topsoil, Type A, at the unit price of $17.00/square yard, resulting in a $3,060.00 contract price increase.

Schedule A New Items

Item A70 – Surveying. Add new item A70 to the contract, titled "Surveying," in the lump sum price of $3,270.00.

Item A71 – Contractor Liaison. Add new item A71 to the contract, titled "Contractor Liaison," in the lump sum price of $10,000.00.

Item A72 – Mobilization. Add new item A72 to the contract, titled "Mobilization," in the lump sum price of $47,150.00.

Item A73 – Maintenance & Protection of Traffic Control. Add new item A73 to the contract, titled "Maintenance & Protection of Traffic Control," in the lump sum price of $9,330.00.

Item A74 – Temporary Sedimentation & Erosion Control. Add new item A74 to the contract, titled "Temporary Sedimentation & Erosion Control," in the lump sum price of $5,423.00.

Item A75 – Trench Excavation Safety Systems. Add new item A75 to the contract, titled "Trench Excavation Safety Systems," in the lump sum price of $3,180.00.

Item A76 – Pavement Markings. Add new item A76 to the contract, titled "Pavement Markings," in the lump sum price of $2,250.00.

Item A77 – Combined Sewer Pipe, 8 Inch Diameter. Add new item A77 to the contract, titled "Combined Sewer Pipe, 8 Inch Diameter", by adding 999 linear feet of combined sewer pipe, 8-inch diameter at the unit price of $96.64/linear foot, resulting in a $96,543.36 contract price increase.

Item A78 – Combined Sewer Pipe, 12 Inch Diameter. Add new item A78 to the contract, titled "Combined Sewer Pipe, 12 Inch Diameter", by adding 658 linear feet of combined sewer pipe, 12-inch diameter, at the unit price of $121.54/linear foot, resulting in a $79,973.32 contract price increase.

Item A79 – Side Sewer Connection. Add new item A79 to the contract, titled "Side Sewer Connection", by adding 46 each side sewer connections at the unit price of $1,570.00/each, resulting in a $72,220.00 contract price increase.

Item A80 – Cement Concrete 6-Inch Thick, Under Asphalt Pavement. Add new item A80 to the contract, titled "Cement Concrete 6-Inch Thick, Under Asphalt Pavement", by adding 150 cubic yards of cement concrete 6-inch thick, under asphalt pavement at the unit price of $200.00/cubic yard, resulting in a $30,000.00 contract price increase.

Schedule B Modified Items

Item B4 – Traffic Control Labor. Modify existing bid item B4, Traffic Control Labor, by adding 800 hours of traffic control labor at the unit price of $55.00/hour, resulting in a $44,000.00 contract price increase.

Item B7 – Street Cleaning & Sweeping. Modify existing bid item B7, Street Cleaning & Sweeping, by adding 60 hours of street cleaning & sweeping at the unit price of $160.00/hour, resulting in a $9,600.00 contract price increase.

Item B8 – Sawcut Pavement, Final Cut to 6" Thick. Modify existing bid item B8, Sawcut Pavement, Final Cut to 6" Thick, by adding 1,750 linear feet of sawcut pavement, final cut to 6" thick, at the unit price of $2.00/linear foot, resulting in a $3,500.00 contract price increase.

Item B9 – Sawcut Pavement, Final Cut, Additional 1" Thick. Modify existing bid item B9, Sawcut Pavement, Final Cut, Additional 1" Thick, by adding 7,000 linear feet of sawcut pavement, final cut, additional 1" thick, resulting in a $14,000.00 contract price increase.

Item B10 – Grinding/Planing Bituminous Pavement. Modify existing bid item B10, Grinding/Planing Bituminous Pavement, by adding 1,400 square yards of grinding/planing bituminous pavement at the unit price of $3.50 per square yard, resulting in a $4,900.00 contract price increase.

Item B12 – Roadway Excavation Including Haul. Modify existing bid item B12, Roadway Excavation Including Haul, by adding 270 cubic yards of roadway excavation including haul at the unit price of $44.50/cubic yard, resulting in a $12,015.00 contract price increase.

Item B16 – Crushed Surfacing Top Course. Modify existing bid item B16, Crushed Surfacing Top Course, by adding 50 tons of crushed surfacing top course at the unit price of $41.00/ton, resulting in a $2,050.00 contract price increase.

Item B17 – Crushed Surfacing Base Course. Modify existing bid item B17, Crushed Surfacing Base Course, by adding 500 tons of crushed surfacing base course at the unit price of $23.00/ton, resulting in a $11,500.00 contract price increase.

Item B18 – Gravel Borrow, Including Haul. Modify existing bid item B18, Gravel Borrow Including Haul, by adding 1,000 tons of gravel borrow including haul at the unit price of $21.00/ton, resulting in a $21,000.00 contract price increase.

Item B21 – Temporary Pavement Patch. Modify existing bid item B21, Temporary Pavement Patch, by adding 70 tons of temporary pavement patch at the unit price of $175.00/ton, resulting in a $12,250.00 contract price increase.

Item B22 – Asphalt Class B/HMA ½" PG 64-22. Modify existing bid item B22, Asphalt Class B/HMA ½" PG 64-22, by adding 250 tons of asphalt class B/HMA ½" PG 64-22 at the unit price of $81.00/ton, resulting in a $20,250.00 contract price increase.

Item B26 – Storm Drain Pipe, 8-Inch Diameter. Modify existing bid item B26, Storm Drain Pipe, 8-Inch Diameter, by adding 60 linear feet of storm drain pipe, 8-inch diameter at the unit bid price of $55.00/linear foot, resulting in a $3,300.00 contract price increase.

Item B27 – Storm Drain Pipe, 12-Inch Diameter. Modify existing bid item B27, Storm Drain Pipe, 12-Inch Diameter, by adding 173 linear feet of storm drain pipe, 12-inch diameter at the unit bid price of $39.00/linear foot, resulting in a $6,747.00 contract price increase.

Item B29 – Storm Drain Pipe, 18-Inch Diameter. Modify existing bid item B29, Storm Drain Pipe, 18-Inch Diameter, by adding 605 linear feet of storm drain pipe, 18-inch diameter at the unit bid price of $51.00/linear foot, resulting in a $30,855.00 contract price increase.

Item B34 – Inlets. Modify existing bid item B34, Inlet, by adding 3 each inlets at the unit bid price of $1,415.00/each, resulting in a $4,245.00 contract price increase.

Item B35 – Catch Basin, Type A. Modify existing bid item B35, Catch Basin, Type A, by adding 2 each catch basin, type A's at the unit bid price of $1,600.00/each, resulting in a $3,200.00 contract price increase.

Item B36 – Catch Basin, Type B. Modify existing bid item B36, Catch Basin, Type B, by adding 5 each catch basin, type B's at the unit bid price of $1,700.00/each, resulting in a $8,500.00 contract price increase.

Item B37 – Catch Basin, Type 2, 48-Inch Dia. Modify existing bid item B37, Catch Basin, Type 2, 48-Inch Dia., by adding 3 each catch basin, type 2, 48-inch diameter at the unit bid price of $4,250.00/each, resulting in a $12,750.00 contract price increase.

Item B48 – Manhole, Type 1, 60-Inch Dia. Modify existing bid item B48, Manhole, Type 1, 60-Inch Dia., by adding one each manhole, type 1, 60-inch diameter at the unit bid price of $9,800.00/each, resulting in a $9,800.00 contract price increase.

Item B54 – Concrete Curb, Type E-1. Modify existing bid item B54, Concrete Curb, Type E-1, by adding 300 linear feet of concrete curb, type E-1 at the unit price of $22.00/linear foot, resulting in a $6,600.00 contract price increase.

Item B57 – Cement Concrete Sidewalk, 4-Inch Thick. Modify existing bid item B57, Cement Concrete Sidewalk, 4-Inch Thick, by adding 180 square yards of cement concrete sidewalk, 4-inch thick at the unit bid price of $48.00/square yard, resulting in a $8,640.00 contract price increase.

Item B58 – Concrete Perpendicular Curb Ramp. Modify existing bid item B58, Concrete Perpendicular Curb Ramp, by adding 3 each concrete perpendicular curb ramps at the unit bid price of $1,510.00/each, resulting in a $4,530.00 contract price increase.

Item B60 – Concrete Parallel Curb Ramp. Modify existing bid item B60, Concrete Parallel Curb Ramp, by adding 3 each concrete parallel curb ramps at the unit bid price of $2,050.00/each, resulting in a $6,150.00 contract price increase

Item B61 – Survey Monument. Modify existing bid item B61, Survey Monument, by adding 1 each survey monument at the unit bid price of $1,100.00, resulting in a $1,100.00 contract price increase.

Item B63 – Grass Seed and Topsoil, Type A. Modify existing bid item B63, Grass Seed and Topsoil, Type A, by adding 300 square yards of grass seed and topsoil, Type A, at the unit price of $18.00/square yard, resulting in a $5,400.00 contract price increase.

Schedule B New Items

Item B70 – Surveying. Add new item B70 to the contract, titled "Surveying," in the lump sum price of $4,905.00.

Item B71 – Contractor Liaison. Add new item B71 to the contract, titled "Contractor Liaison," in the lump sum price of $10,000.00.

Item B72 – Mobilization. Add new item B72 to the contract, titled "Mobilization," in the lump sum price of $27,500.00.

Item B73 – Maintenance & Protection of Traffic Control. Add new item B73 to the contract, titled "Maintenance & Protection of Traffic Control," in the lump sum price of $13,995.00.

Item B74 – Temporary Sedimentation & Erosion Control. Add new item B74 to the contract, titled "Temporary Sedimentation & Erosion Control," in the lump sum price of $5,423.00.

Item B75 – Trench Excavation Safety Systems. Add new item B75 to the contract, titled "Trench Excavation Safety Systems," in the lump sum price of $4,770.00.

Item B76 – 48-Inch Type 3 Manhole. Add new item B76 to the contract, titled "48-Inch Type 3 Manhole", by adding 1 each 48-inch Type 3 manhole at the unit price of $6,578.00, resulting in a $6,578.00 contract price increase.

Item B77 – Additional Height 60-Inch Type 3 Manhole. Add new item B77 to the contract, titled "Additional Height 60-Inch Type 3 Manhole", by adding 8 linear feet of additional height 60-inch type 3 manhole at the unit price of $461.50/linear foot, resulting in a $3,692.00 contract price increase.

Item B78 – Cement Concrete 6-Inch Thick, Under Asphalt Pavement. Add new item B78 to the contract, titled "Cement Concrete 6-Inch Thick, Under Asphalt Pavement", by adding 150 cubic yards of cement concrete 6-inch thick, under asphalt pavement at the unit price of $200.00/cubic yard, resulting in a $30,000.00 contract price increase.

SUMMARY:

Modifying 21 existing bid items and adding 11 new items to schedule A of the contract, results in a $628,514.68 contract price increase to schedule A work. By modifying 25 existing bid items and adding 9 new items to schedule B of the contract, results in a $373,745.00 contract price increase to schedule B work. **Work being added by this change order #2 results in a $1,002,259.68 contract price increase.**

JUSTIFICATION:

Public Works engineers have determined it to be advantageous to add some more work to the Sewer M Phase 1 construction project currently in progress by Interwest Construction. The additional work is in the vicinity of Rucker Ave to Wetmore and 10th St. to 12th St. (northwest of Providence Hospital), and involves the same type of construction activities as the current work. See attached exhibit.

Some of this work was previously scheduled to be done in the Phase 2 project (on 10th St. from Rucker to Colby) and some was added due to recently discovered poor sewer pipe condition (alley between Colby and Wetmore from 10th to 12th St). Completing this added work during the Phase 1 project will enable the construction contractor to more efficiently complete the street restoration in the overall area and eliminate the need to disrupt this area of the neighborhood at a later date. Approximately 8 weeks is needed to accomplish the work. Residents in this area have received notification of this upcoming work.

CONTRACT TIME: Forty, (40), additional working days are being added to the contract as a result of change order #2.

Sewer System Project M Phase One

Replacement Sewer Main

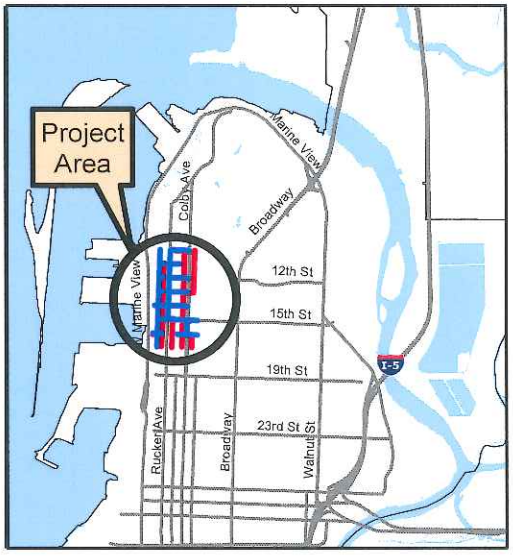
New Stormwater System

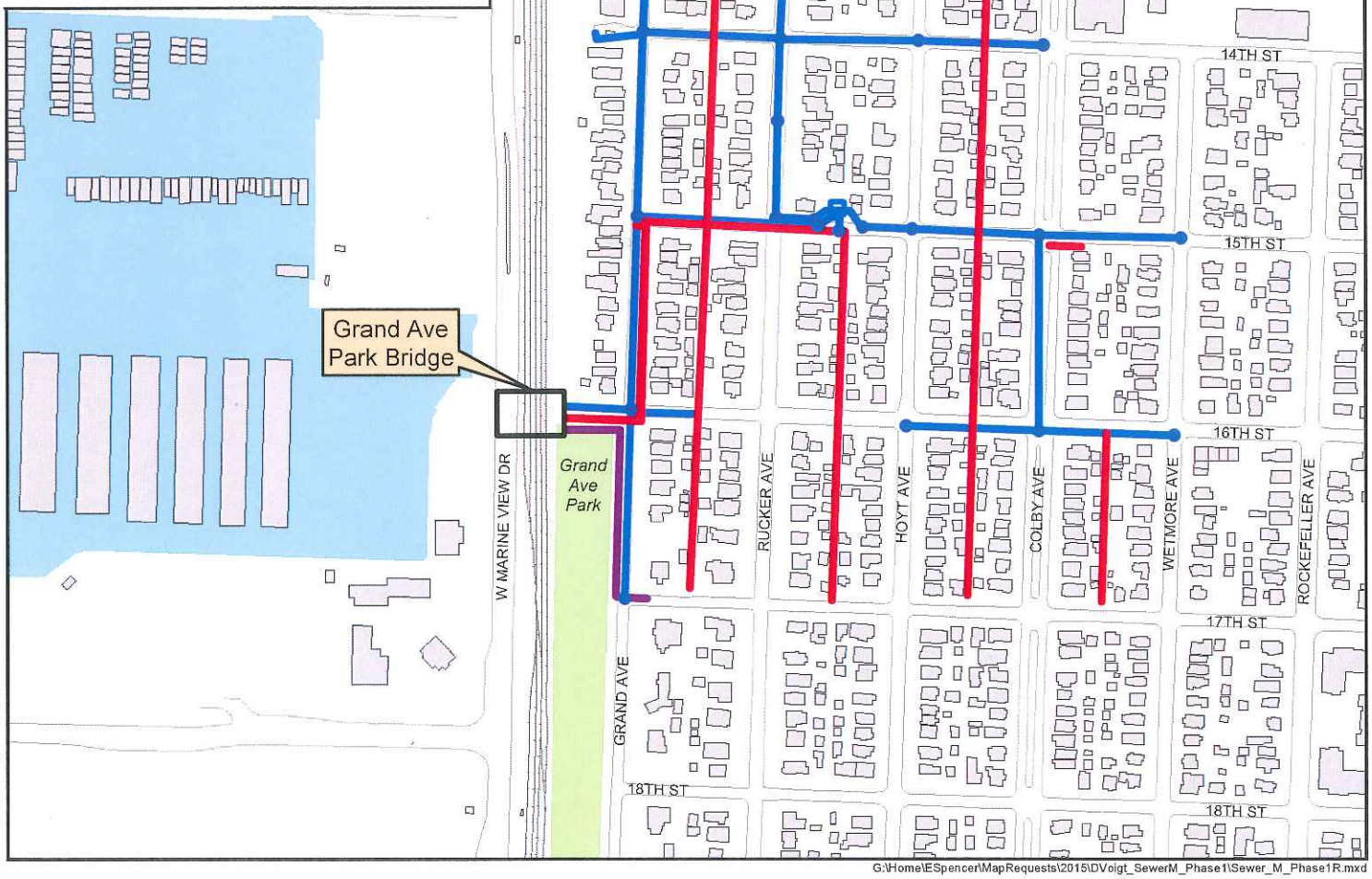
Sewer Force Main

0 100 200 400 Feet

EVERETT

Updated Feb. 22, 2016





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Sewer System Project M Phase One

Replacement Sewer Main

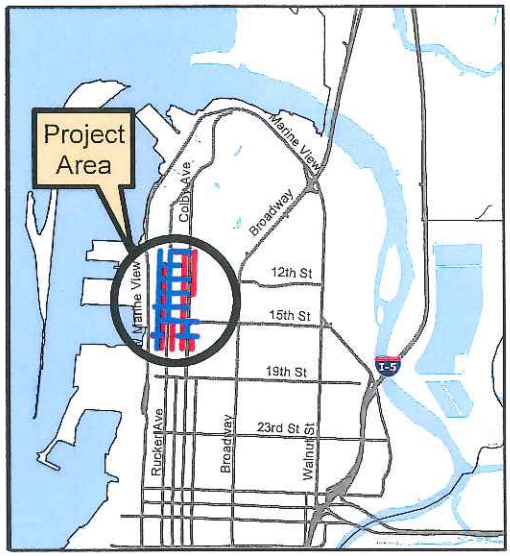
New Stormwater System

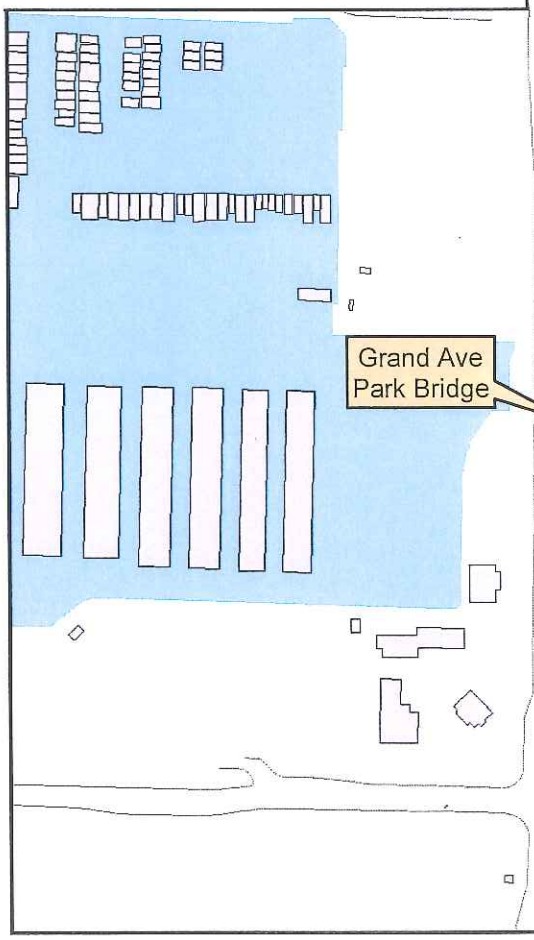
Sewer Force Main

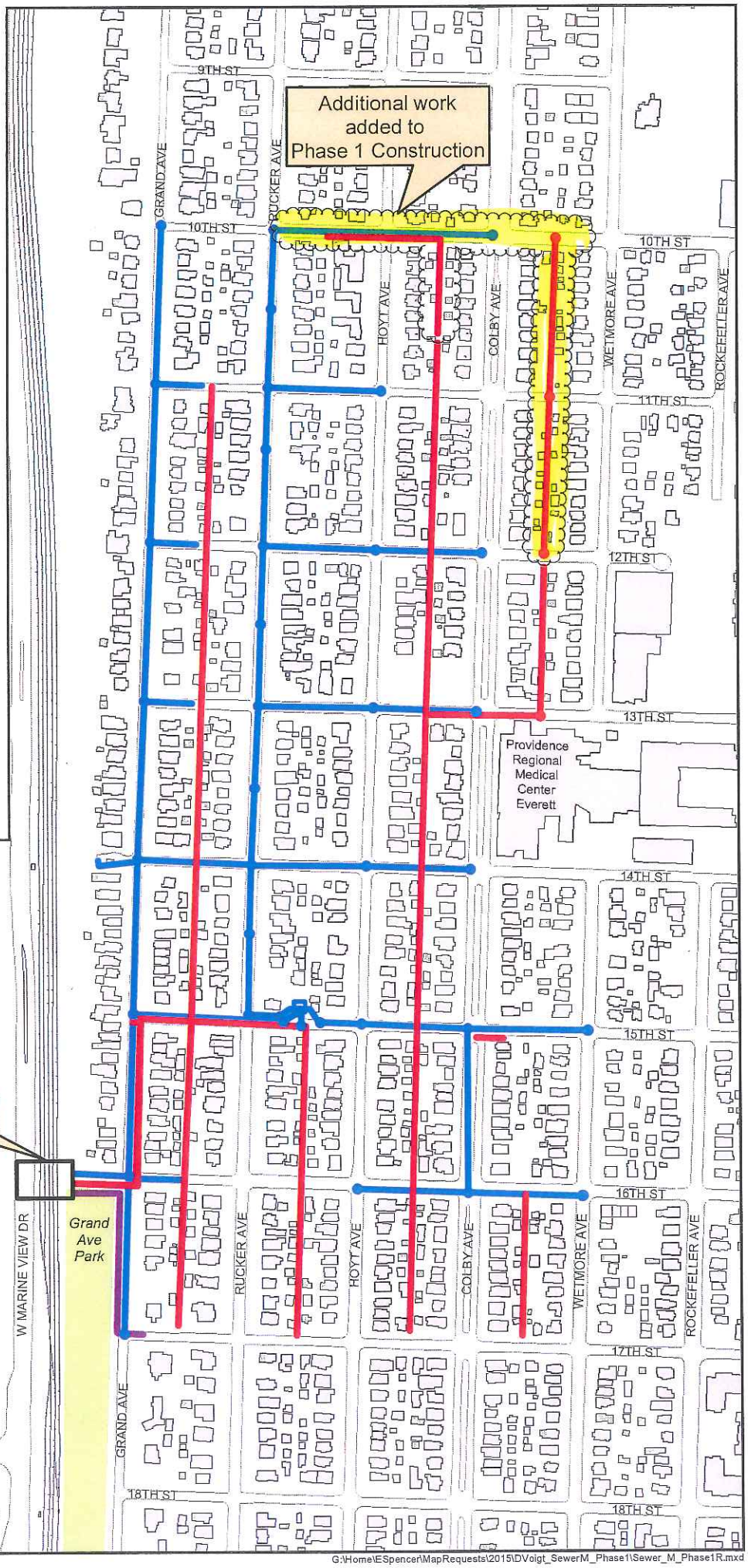
0 100 200 400 Feet

EVERETT

Updated Feb. 22, 2016







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EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
An Ordinance establishing a limit on the number of retail marijuana stores in the City of Everett, and amending Ordinance No. 3443-15

	Briefing	COUNCIL BILL #	CB160211
	Proposed Action	Originating Department	Planning
	Consent	Contact Person	Allan Giffen
	Action	Phone Number	(425) 257-8725
3/2/16	First Reading	FOR AGENDA OF	March 2, 2016
3/9/16	Second Reading		March 9, 2016
3/16/16	Third Reading		March 16, 2016
3/16/16	Public Hearing		

Initialed by:
Department Head
CAA
Council President

Location	Preceding Action	Attachments	Department(s) Approval
City-wide	Planning Commission recommendation March 1, 2016	Proposed Ordinance	Planning, Legal

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

DETAILED SUMMARY STATEMENT:

In the 2015 legislative session, the Washington State Legislature adopted legislation to combine the medical marijuana and recreational marijuana laws as they relate to retail establishments. As a result of this change, the State Liquor and Cannabis Board is proposing new regulations for retail marijuana stores and marijuana cooperatives, including the number of retail establishments that will be allowed in each city or county.

Under the previous rule, Everett is allowed to have a maximum of five stores. Under the new regulations, Everett would be allowed to have up to ten stores. There are four stores currently operating in the City; a fifth is in the permit process.

On March 1, 2016, the Planning Commission held a public hearing to consider allowing at least five, but potentially less than a total of ten stores in Everett.

RECOMMENDATION (Exact action requested of Council):

Adopt Ordinance establishing a limit on the number of retail marijuana stores in the City of Everett, and amending Ordinance No. 3443-15.

ORDINANCE NO. ___

An Ordinance establishing a limit on the number of retail marijuana stores in the City of Everett, and amending Ordinance No. 3443-15

Whereas, the City Council finds the following:

1. State Initiative 502 ("I-502"), approved by Washington voters in November 2012, provides a framework for licensing and regulating the production, processing and retail sale of recreational marijuana.

2. In July 2015, the City adopted land use regulations based on available information at the time in order to provide policy and regulatory guidance and facilitate the review of recreational marijuana license applications within City limits.

3. The State Legislature enacted the Cannabis Patient Protection Act in 2015, establishing regulations for the formerly unregulated medical marijuana system and aligning it with the existing recreational system.

4. In response to changes in state law adopted in the last legislative session, the State Liquor and Cannabis Board has amended its rules on the number of retail marijuana stores to be allowed in each municipality and has determined that the maximum number of retail marijuana stores to be allowed in Everett shall increase from five to a total of ten.

5. The City Council has asked the Planning Commission to consider establishing a limit on the number of marijuana retail stores, including whether the number should be limited to five stores, if ten stores should be allowed, or if a number between five and ten stores is an appropriate number of retail marijuana stores in the City of Everett.

6. There are four retail marijuana stores currently in business in Everett and a fifth is approved and will soon in open for business.

7. There are many retail marijuana stores located in the unincorporated area of Snohomish County located south of the Everett city limits.

8. Many cities in Washington, including cities in parts of Snohomish County surrounding Everett, have enacted a total ban on the establishment of recreational marijuana retail stores and production and processing facilities.

9. Washington courts have upheld the rights of municipalities to ban or exclude recreational marijuana land uses within their local land use regulations.

10. The existing marijuana retail stores in Everett will be permitted by the State Liquor and Cannabis Board to provide marijuana to medical marijuana patients.

Whereas, the City Council concludes that:

1. The City Council held a public hearing on the Ordinance on March 16, 2016.

2. Cities have the right to either ban or to establish limits on the number of marijuana stores in their municipal limits.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

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

Section 2: Section 2.C of Ordinance No. 3443-15, which reads as follows:

C. **Retailers:** Marijuana retailers may operate in the City pursuant to the following restrictions:

1. Marijuana retailers must comply with all requirements of state law, Washington State Liquor Control Board and the City;
2. Marijuana retailers may locate only within the B-2, B-3, BMU, C-1, C-1R, C-2, E-1, E-1MUO, and M-2 zones;
3. Marijuana retailers may not locate in Neighborhood Business (B-1) zones;
4. Marijuana retailers may not locate in a building in which non-conforming retail uses have been established in residential zones (R-S, R-1, R-1(A), R-2, R-2(A), R-3, R-3(L), R-4, and R-5 zones);
5. Marijuana retailers may not locate within 1,000 feet of any parcel containing an elementary or secondary school, playground, recreation center or facility, child care center, public park, public transit center, or library, or any game arcade admission to which is not restricted to persons aged twenty-one years or older;
6. Marijuana retailers may not locate within 2,500 feet of any other legally established marijuana retailer;
7. Customer parking for marijuana retailers must be on the public street side of the structure in which the marijuana retailer is located and may not be off of or adjacent to an alley. However, staff parking and business deliveries may occur on the alley side of the structure;
8. Vehicular access to the parking lot for a marijuana retailer shall be from the public street frontage and may not be from an alley. Any property located on a street from which vehicular access to the site from the street is prohibited by the City Engineer shall not be allowed for use as a marijuana retailer;
9. Marijuana retailers shall not be allowed on any parcel containing a residential use;

10. Marijuana retailers shall not be allowed on any parcel that is contiguous to a parcel containing residential use, unless the Planning Director, using Review Process II as described in EMC Title 15, finds the following:
    a. There is a physical separation between the two uses, such as another commercial building, or a substantial change in topography;
    b. The retail use is located in a shopping center as one of multiple tenants with adequate parking for all uses and access as stated above;
    c. The building in which the retail use is located faces the commercial street and the residential use faces a residential street in the opposite direction, without a shared alley between the two;
    d. The residential use is located at least 100 feet from the common lot line between the two uses.
11. In reviewing a proposed marijuana retailer under this section, the Planning Director shall have the authority to require improvements including, but not limited to fencing or landscaping to screen the retail use from the residential use.
12. The front façade of retail stores shall consist of storefront window(s), doors, and durable, quality building materials consistent with the design standards of the zone in which the property is located. Transparency requirements for windows shall apply unless in conflict with Washington State Liquor and Cannabis Board regulations. If located in a zone without design standards, at least three of the following shall be provided:
    a. Special treatment of windows and doors, other than standard metal molding/framing details, around all ground floor windows and doors, decorative glazing, or door designs.
    b. Decorative light fixtures with a diffuse visible light source or unusual fixture.
    c. Decorative building materials, such as decorative masonry, shingle, brick, or stone.
    d. Individualized patterns or continuous wood details, decorative moldings, brackets, trim or lattice work, ceramic tile, stone, glass block, or similar materials.
    e. Use of a landscaping treatment as part of the building's design, such as planters or wall trellises.
    f. Decorative or special railings, grill work, or landscape guards.
    g. Landscaped trellises, canopies, or weather protection.
    h. Sculptural or hand-crafted signs.
    i. Special building elements, such as pilasters, entablatures, wainscots, canopies, or marquees that exhibit nonstandard designs.
    j. Other similar features or treatment that satisfies the intent of the guidelines as approved by the City.

Is hereby amended to read as follows:

C. **Retailers:** Marijuana retailers may operate in the City pursuant to the following restrictions:

1. Marijuana retailers must comply with all requirements of state law, Washington State Liquor Control Board and the City;
2. Marijuana retailers may locate only within the B-2, B-3, BMU, C-1, C-1R, C-2, E-1, E-1MUO, and M-2 zones;
3. Marijuana retailers may not locate in Neighborhood Business (B-1) zones;
4. Marijuana retailers may not locate in a building in which non-conforming retail uses have been established in residential zones (R-S, R-1, R-1(A), R-2, R-2(A), R-3, R-3(L), R-4, and R-5 zones);
5. Marijuana retailers may not locate within 1,000 feet of any parcel containing an elementary or secondary school, playground, recreation center or facility, child care center, public park, public transit center, or library, or any game arcade admission to which is not restricted to persons aged twenty-one years or older;
6. Marijuana retailers may not locate within 2,500 feet of any other legally established marijuana retailer;
7. Customer parking for marijuana retailers must be on the public street side of the structure in which the marijuana retailer is located and may not be off of or adjacent to an alley. However, staff parking and business deliveries may occur on the alley side of the structure;
8. Vehicular access to the parking lot for a marijuana retailer shall be from the public street frontage and may not be from an alley. Any property located on a street from which vehicular access to the site from the street is prohibited by the City Engineer shall not be allowed for use as a marijuana retailer;
9. Marijuana retailers shall not be allowed on any parcel containing a residential use;
10. Marijuana retailers shall not be allowed on any parcel that is contiguous to a parcel containing residential use, unless the Planning Director, using Review Process II as described in EMC Title 15, finds the following:
    a. There is a physical separation between the two uses, such as another commercial building, or a substantial change in topography;
    b. The retail use is located in a shopping center as one of multiple tenants with adequate parking for all uses and access as stated above;
    c. The building in which the retail use is located faces the commercial street and the residential use faces a residential street in the opposite direction, without a shared alley between the two;

d. The residential use is located at least 100 feet from the common lot line between the two uses.

11. In reviewing a proposed marijuana retailer under this section, the Planning Director shall have the authority to require improvements including, but not limited to fencing or landscaping to screen the retail use from the residential use.

12. The front façade of retail stores shall consist of storefront window(s), doors, and durable, quality building materials consistent with the design standards of the zone in which the property is located. Transparency requirements for windows shall apply unless in conflict with Washington State Liquor and Cannabis Board regulations. If located in a zone without design standards, at least three of the following shall be provided:

    a. Special treatment of windows and doors, other than standard metal molding/framing details, around all ground floor windows and doors, decorative glazing, or door designs.
    b. Decorative light fixtures with a diffuse visible light source or unusual fixture.
    c. Decorative building materials, such as decorative masonry, shingle, brick, or stone.
    d. Individualized patterns or continuous wood details, decorative moldings, brackets, trim or lattice work, ceramic tile, stone, glass block, or similar materials.
    e. Use of a landscaping treatment as part of the building's design, such as planters or wall trellises.
    f. Decorative or special railings, grill work, or landscape guards.
    g. Landscaped trellises, canopies, or weather protection.
    h. Sculptural or hand-crafted signs.
    i. Special building elements, such as pilasters, entablatures, wainscots, canopies, or marquees that exhibit nonstandard designs.
    j. Other similar features or treatment that satisfies the intent of the guidelines as approved by the City.

13. The maximum number of retail marijuana stores allowed in the City of Everett shall not exceed five. Provided, the City shall review the maximum number of retail marijuana stores allowed before June 1, 2018, to determine whether this maximum number should be changed.

Section 3. 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 4. 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 5. 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 6. GENERAL DUTY. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

RAY STEPHANSON, MAYOR

_____

ATTEST: _____

CITY CLERK

Passed:_____

Valid:_____

Published:_____

Effective Date: _____

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 February 27, 2016 through March 4, 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
002	General Government	1,279.39
003	Legal	106,397.89
004	Administration	14,553.12
005	Municipal Court	405.00
007	Human Resources	6,581.25
009	Misc Financial Funds	92,210.06
015	Information Technology	668.93
024	Public Works-Engineering	211.28
026	Animal Shelter	164.00
027	Senior Center	5,062.23
031	Police	4,203.72
032	Fire	5,025.98
038	Facilities/Maintenance	18,240.19
	TOTAL GENERAL FUND	**255,003.04**

Fund	Department	Amount
101	Parks & Recreation	37,212.01
110	Library	7,184.17
112	Community Theater	24,344.55
114	Conference Center	1,200.00
120	Public Works-Streets	1,088.69
126	MV-Equipment Replacement Reser	371,156.33
146	Property Management	32,637.38
149	Senior Center Reserve	2,102.04
151	Fund for Animals	347.26
153	Emergency Medical Services	24,897.77
156	Criminal Justice	10,824.45
197	CHIP Loan Program	2,050.23
198	Community Dev Block Grants	24,793.37
303	PW Improvement Projects	2,127.02
336	Water & Sewer Sys Improv Project	23,908.08
401	Public Works-Utilities	178,013.06
425	Public Works-Transit	34,188.90
430	Everpark Garage	16,613.00
440	Golf	5,527.82
501	MVD-Transportation Services	11,382.11
503	Self-Insurance	16,882.05
505	Computer Reserve	45,032.76
637	Police Pension	2,856.85
638	Fire Pension	3,771.15
665	Other Special Agency Funds	16,382.00
	TOTAL CLAIMS	**1,151,526.09**

Passed and approved this _____day of _____ , 2016.

_____
Councilperson Introducing Resolution

_____
Council President

RESOLUTION NO. _____

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

That the claims made by electronic transfer against the City of Everett for the month November 1 through November 30, 2015, 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	$ 155,069.83
101	Park	43,550.74
110	Library	4,583.35
112	Community Theater	3,084.82
120	Streets	4,652.44
126	Moter Vehicle/Equip Repl	46.25
145	ESCROQ	0.90
146	Parking Lot Reserve	2,036.31
148	Municipal Art Fund	3,369.02
149	Senior Center Reserve	1,803.65
151	Animal Reserve	6,894.33
152	Library Reserve	65.15
153	EMS	11,606.71
156	Criminal Justice	6,276.56
210	General Obligation Bond Debt Serv	13,098.09
336	Water/Sewer System Imrpov	1,725.30
354	Parks Capital Construction	1,357.09
401	Utilities	252,811.44
402	Solid Waste Utility	4,988.42
425	Transit	18,391.95
430	Everpark Garage	3,062.18
440	Golf	107,845.78
501	Transportation Services	62,336.71
505	Computer Reserve Fund	2,584.50
507	Telecom	15,970.53
508	Health Benefits Reserve	1,116,024.28
637	Police Pension	49,456.80
638	Fire Pension	85,821.16
661	Payroll Withholding	4,143,489.54
TOTAL CLAIMS BY ELECTRONIC TRANSFER		**$ 6,122,003.83**

_____
Councilman Introducing Resolution

Passed and approved this _____ day of _____, 2016

_____
Council President

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Bid Call 2016-024 for a Regenerative Air Street Sweeper

	Briefing	COUNCIL BILL #	
	Proposed Action	Originating Department	Finance/Purchasing
x	Consent	Contact Person	Clark Langstraat
	Action	Phone Number	425-257-8901
	First Reading	FOR AGENDA OF	March 16, 2016
	Second Reading		
	Third Reading		
	Public Hearing		

Initialed by:
Department Head
CAA
Council President

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

Amount Budgeted	$250,000.00	
Expenditure Required	$250,000.00	Account Number(s): MV6H0057-401-N-640
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:
Public Works has the need to purchase a Regenerative Air Street Sweeper. This vehicle is on the 2016 Vehicle Replacement List.

RECOMMENDATION (Exact action requested of Council):
Approve Bid Call 2016-024 for a Regenerative Air Street Sweeper.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Call for Bids for the Water Filtration Plant Operations Building Seismic Retrofit

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

COUNCIL BILL #	
Originating Department	Public Works/Utilities
Contact Person	Richard Hefti
Phone Number	425-257-7215
FOR AGENDA OF	March 16, 2016

Initialed by:

Department Head	
CAA	db
Council President	

Location	Preceding Action	Attachments	Department(s) Approval
Water Filtration Plant	Design Services Professional Services Agreement, April 29, 2015		Public Works

Amount Budgeted	$1,000,000	Fund No. 336
Expenditure Required	$2,000	Account Number(s): UP 3600
Budget Remaining	$812,600	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The "Water Filter Plant (WFP) Operations Building Seismic Retrofit" project will reinforce concrete block walls and precast concrete floor panels. It will also upgrade critical power, communication and water connections to the building to accommodate anticipated earthquake movements. This project will ensure continued Water Filter Plant operation in the event of a major earthquake (475 year return period).

In 2012, the City was successful in obtaining a grant through the Hazard Mitigation Grant Program (HMGP) which funds projects to reduce the adverse impacts and losses on critical assets caused by natural hazard events such as earthquakes. The grant funding toward this project consists of up to $674,133 of federal funds and up to $112,355 of Washington State funds. The City will provide the remaining funding, which is estimated to be $213,512.

The project is ready to advertise for construction bids. There will be supplemental bidder requirements associated with this project.

Total expenditure requested for bidding services is $2,000. Previously, Council authorized a Professional Services Agreement hiring a design consultant (AECOM) for $185,400 leaving the budget remaining after the advertising for bids process to be $812,600.

RECOMMENDATION (Exact action requested of Council):

Authorize a Call for Bids for the Water Filtration Plant Operations Building Seismic Retrofit.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Street Closure – Half Marathon and 10K

_____	Briefing	COUNCIL BILL #	
_____	Proposed Action	Originating Department	City Clerk
_____	Consent	Contact Person	Sharon Fuller
_____	Action	Phone Number	425 257-8609
_____	First Reading	FOR AGENDA OF	March 16, 2016
_____	Second Reading		
_____	Third Reading		
_____	Public Hearing		

Initialed by:
Department Head _____
CAA _____
Council President _____

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

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

DETAILED SUMMARY STATEMENT:

The Snohomish Running Company is requesting the closure of various streets (see attached map) on April 10, 2016, 8 a.m. to 1 p.m., for a half marathon and 10K.

RECOMMENDATION (Exact action requested of Council):

Authorize the closure of various streets on April 10, 2016, 8 a.m. to 1 p.m., for a half marathon and 10K sponsored by Snohomish Running Company.

SPECIAL EVENT APPLICATION

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

Event **Date:** April 10, 2016 Event **Time:** 8am - 1p.m.

Explain **Event:** Half Marathon and 10k

Location of Event: Port Gardner/Everett Marina

Sponsoring organization: Snohomish Running Company

Address: 4826 Pointes Dr. **City & State** Mukilteo, WA 98275

Contact Person: Grant Harrington **Phone No.** 425.772.8395

We **require** that you inform the neighborhood of the street closure **prior** to approval.
What method will be used to inform the neighborhood of the street closure? mail/door hangers and street signs

If applicable answer the following:
Approx. # of participants: 2,000 Persons 0 Animals _____ Vehicles
_____ Type of Animals

Assembly area (streets) Marine View Drive

Portion of street to be used: _____ Full width ✓ Half _____ Other

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

Official Use

	Admin.	Traffic	Police	Fire	Transit	Streets
Approved:		✓	✓	✓	✓	✓
Rejected:						

Special Conditions: _____

Comments: _____

Council agenda date: __/__/__ City Council approval: __/__/__

Permit _____ TR # _____

Indemnification, Hold Harmless, and Certification

As a material consideration to the City granting this approval, and without which the City would not do so, the Applicant, on behalf of the sponsoring organization, hereby agrees to defend, indemnify and hold harmless the City from and against any and all Claims for personal injury, death, property damage or destruction, arising from, relating to, or resulting from the Event that is the subject to this approval.

"City" shall mean the City of Everett, its officers, employees, agents, and volunteers.
"Claims" shall mean any actions, demands, suits, obligation or liability for payment of damages, fees, and costs, including, but not limited to, attorney's fees, expert witness fees, court costs and other legal expenses.

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

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

Signature	2-1-16 Date
Grant Harrington Printed Name	grant@Snohomishrunning.com Email
Snohomish Running Co. Organization Representing	425-772-8395 Phone No(s).

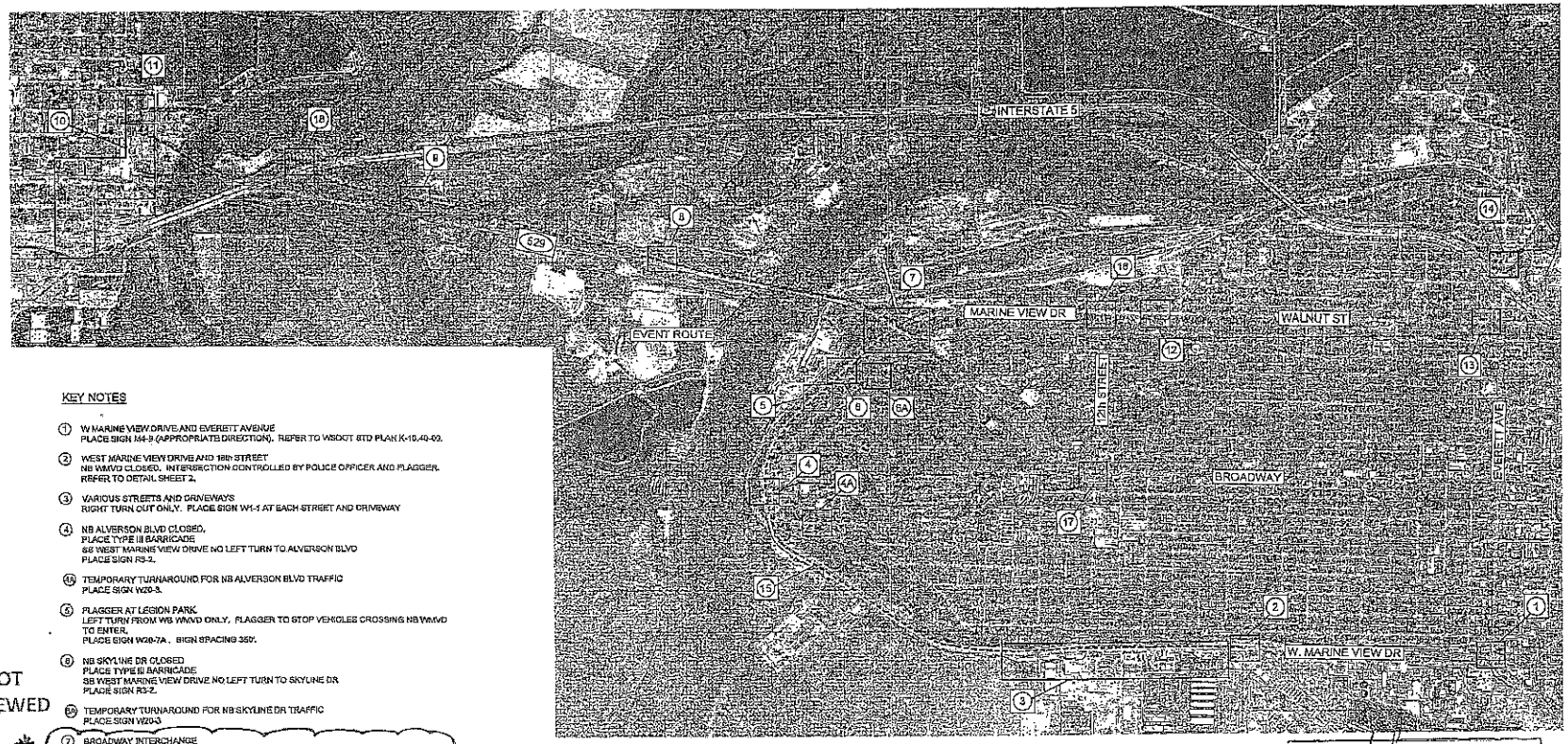
List businesses impacted by the Event and ask them to sign off if they concur with the closure.

Business	Signature of Approval
1.	
2.	
3.	
4.	
5.	
6.	
7.	

WSDOT NW REGION SPECIAL EVENT AGREEMENT

EXHIBIT A-1

NORTH
NO SCALE



KEY NOTES

1. W MARINE VIEW DRIVE AND EVERETT AVENUE
   PLACE SIGN M4-9 (APPROPRIATE DIRECTION). REFER TO WSDOT RTD PLAN K-10.40-03.
2. WEST MARINE VIEW DRIVE AND 18th STREET
   NB WMVD CLOSED. INTERSECTION CONTROLLED BY POLICE OFFICER AND FLAGGER. REFER TO DETAIL SHEET 2.
3. VARIOUS STREETS AND DRIVEWAYS
   RIGHT TURN OUT ONLY. PLACE SIGN W1-1 AT EACH STREET AND DRIVEWAY
4. NB ALVERSON BLVD CLOSED.
   PLACE TYPE III BARRICADE
   SB WEST MARINE VIEW DRIVE NO LEFT TURN TO ALVERSON BLVD
   PLACE SIGN R3-2.

4A. TEMPORARY TURNAROUND FOR NB ALVERSON BLVD TRAFFIC
   PLACE SIGN W20-3.

5. FLAGGER AT LEGION PARK
   LEFT TURN FROM WB WMVD ONLY. FLAGGER TO STOP VEHICLES CROSSING NB WMVD TO ENTER.
   PLACE SIGN W20-7A . SIGN SPACING 350'.

6. NB SKYLINE DR CLOSED
   PLACE TYPE III BARRICADE
   SB WEST MARINE VIEW DRIVE NO LEFT TURN TO SKYLINE DR
   PLACE SIGN R3-2.

6A. TEMPORARY TURNAROUND FOR NB SKYLINE DR TRAFFIC
   PLACE SIGN W20-3

* WSDOT REVIEWED

* 7. BROADWAY INTERCHANGE
   REFER TO DETAIL SHEET 2

* 8. WB 28th PLACE NE CLOSED
   PLACE TYPE III BARRICADE AND FLAGGER
   PLACE SIGN W20-7A . SIGN SPACING 350'.
   PLACE SIGN R11-1501 POST A MINIMUM OF FIVE DAYS IN ADVANCE OF CLOSURE (SEE DETAIL THIS SHEET).
   SIGN DAY AND TIME TEXT MODIFICATIONS TO BE DETERMINED.

* 9. WB 4th PLACE NE CLOSED
   PLACE TYPE III BARRICADE AND FLAGGER
   PLACE SIGN W20-7A . SIGN SPACING 350'.
   PLACE SIGN R11-1501 POST A MINIMUM OF FIVE DAYS IN ADVANCE OF CLOSURE (SEE DETAIL THIS SHEET).
   SIGN DAY AND TIME TEXT MODIFICATIONS TO BE DETERMINED.

* 10. SB 5th (STATE AVE) CLOSED SOUTH OF 41st STREET
   REFER TO DETAIL SHEET 3

11. SB COLUMBIA AVE CLOSED SOUTH OF 1st STREET
   PLACE 2 EACH TYPE III BARRICADES

12. SB E MARINE VIEW DRIVE AND WALNUT STREET
   PLACE SIGN M4-9 (APPROPRIATE DIRECTION) FOR SB DETOUR

13. SB WALNUT STREET AT EVERETT AVENUE
   PLACE SIGN M4-9 (APPROPRIATE DIRECTION) FOR SB TO EB DETOUR

KEY NOTES CONTINUED

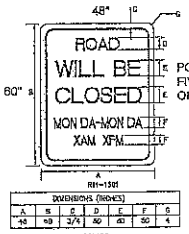
14. EB EVERETT AVENUE AT NB RAMP TO I-5
   PLACE SIGN M4-9 (APPROPRIATE DIRECTION) FOR EB TO NB DETOUR

15. PLACE TRAFFIC CONES ALONG W MARINE VIEW DRIVE FROM 18th STREET TO BROADWAY/SR529 INTERCHANGE. MINIMUM SPACING 50'.

16. NB MARINE VIEW DRIVE AND 12th STREET.
   PLACE DETOUR SIGN M4-9 (APPROPRIATE DIRECTION)
   PLACE SIGN R11-4.
   PLACE ADVANCED WARNING SIGN R11-1501 POST FIVE A MINIMUM OF FIVE DAYS IN ADVANCE OF CLOSURE (SEE DETAIL THIS SHEET) FOR NB TO WB DETOUR

17. SB BROADWAY AND 12th STREET.
   PLACE DETOUR SIGN M4-9 (APPROPRIATE DIRECTION) FOR SB TO EB DETOUR.

* 18. PLACE CONES AND MONITOR TO RESTRICT ACCESS TO I-5 NB RAMP FROM NB SR529



ADVANCED WARNING SIGN DETAIL

APPROVED AS NOTED
1/21/15
TRAFFIC OPERATIONS
CONTINGENT UPON LOCAL AGENCY APPROVAL

EVERETT HALF MARATHON
Sunday, April 12th 2015
Hours: 8:00 a.m. to 11:00 a.m.

GTC
2802 WETMORE AVE #230
EVERETT, WASHINGTON 98201
425.339.8808

ROUTE OVERVIEW AND DETOUR PLAN
EVERETT HALF MARATHON
TRAFFIC CONTROL PLAN
CITY OF EVERETT TO CITY OF MARYSVILLE

SEAL

NO.	REVISION	DATE

ADMIN: BJL
DRAWN: GJL
CHECKED: BJL
SCALE: NO SCALE
PROJECT CODE: GTC 11-028
DATE: APRIL 25, 2011
SHEET NO/TOTAL: 1/4

WSDOT NW REGION SPECIAL EVENT AGREEMENT

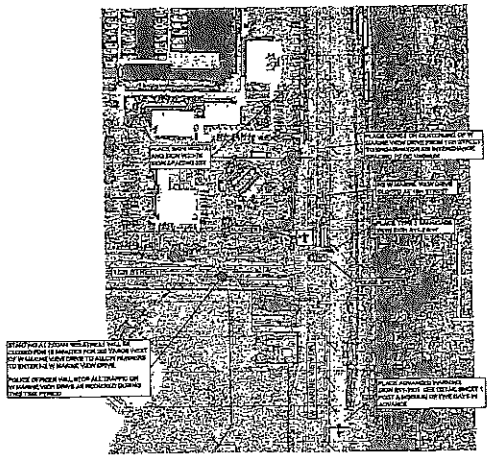
EXHIBIT A-2

NORTH
NO SCALE

EXIST CLOSED AHEAD SIGN DETAIL

FOLLOW DETOUR SIGN DETAIL

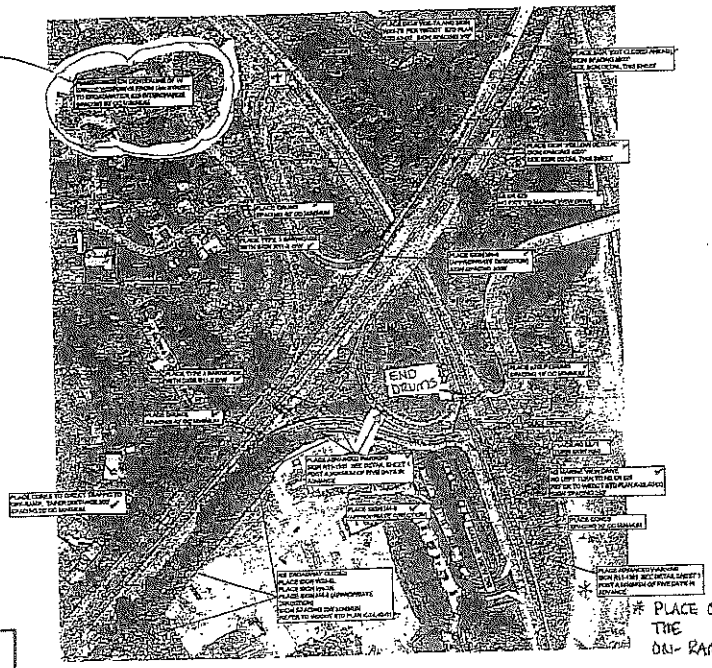
TRAFFIC SAFETY DRUMS 30' O.C.



INTERSECTION WEST MARINE VIEW DRIVE AND 16th STREET

(LOCAL AGENCY APPROVAL)

TRAFFIC SAFETY DRUMS 40' O.C. MAX.



* PLACE ON THE ON-RAMP

* INTERCHANGE BROADWAY AND 529

* REVIEWED BY WSDOT

SEE SHEET 4/4 "MARINE VIEW DRIVE" AND "BROADWAY TO NB 529" DETAILS

APPROVED AS NOTED
1/21/15
TRAFFIC OPERATIONS

CONTINGENT UPON LOCAL AGENCY APPROVAL

EVERETT HALF MARATHON

Sunday, April 12th 2015

Hours: 8:00 a.m. to 11:00 a.m.

ROUTE OVERVIEW AND DETOUR PLAN

EVERETT HALF MARATHON

TRAFFIC CONTROL PLAN

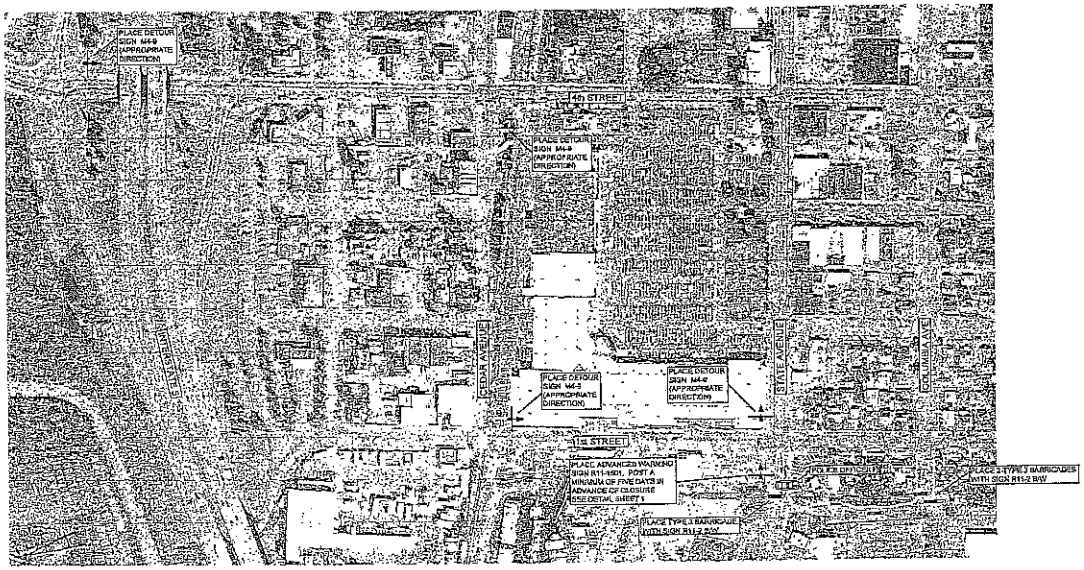
CITY OF EVERETT TO CITY OF MARYSVILLE

NO SCALE

APRIL 15, 2011

2/4

NORTH
NO SCALE



INTERSECTION SR 529 (STATE AVENUE) AND FIRST STREET

WSDOT NW REGION SPECIAL EVENT AGREEMENT

EXHIBIT A-3

APPROVED AS NOTED
1/21/15
TRAFFIC OPERATIONS

CONTINGENT UPON LOCAL AGENCY APPROVAL

EVERETT HALF MARATHON
Sunday, April 12th 2015
Hours: 8:00 a.m. to 11:00 a.m.

GTC
Global Traffic Consultants, Inc.
2908 WEST MOND AVE #229
EVERETT, WASHINGTON 98201
425-339-8286

ROUTE OVERVIEW AND DETOUR PLAN
EVERETT HALF MARATHON
TRAFFIC CONTROL PLAN
CITY OF EVERETT TO CITY OF MARYSVILLE

SEAL

NO.	REVISION	DATE

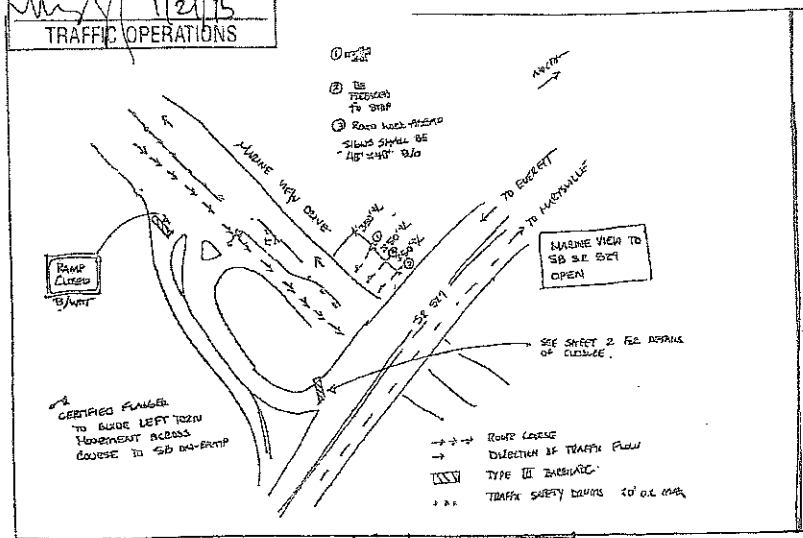
DESIGN: B.J.L.
DRAWN: G.J.L.
CHECKED: B.J.L.
SCALE: NO SCALE
PROJECT NUMBER: GTC 11-026
DATE: APRIL 25, 2011
SHEET NUMBER: 3/4

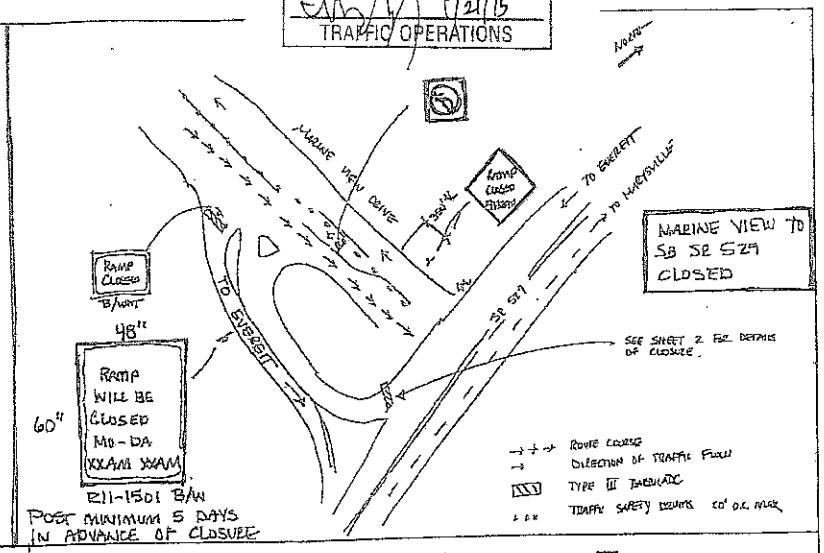
APPROVED AS NOTED
1/21/15
TRAFFIC OPERATIONS

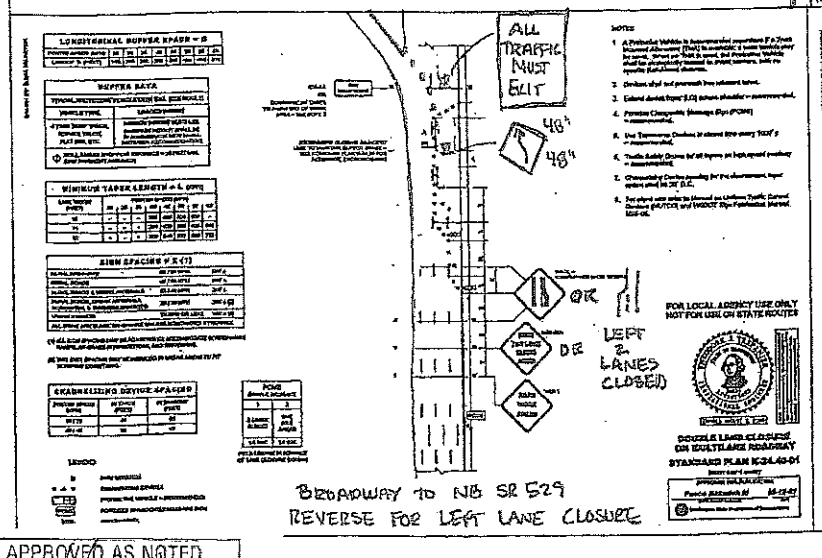
WSDOT NW REGION SPECIAL EVENT AGREEMENT

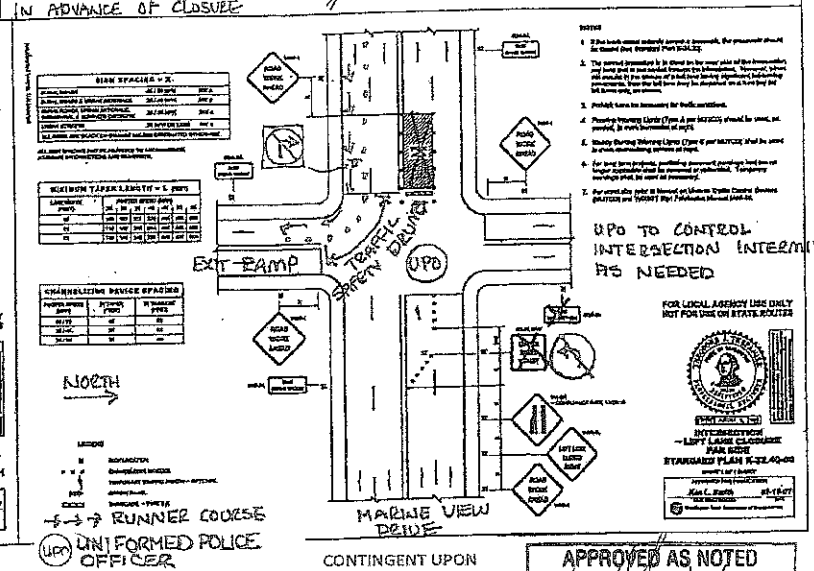
EXHIBIT A-4

APPROVED AS NOTED
1/21/15
TRAFFIC OPERATIONS









RUNNER COURSE

UPO UNIFORMED POLICE OFFICER

APPROVED AS NOTED
1/21/15
TRAFFIC OPERATIONS

CONTINGENT UPON LOCAL AGENCY APPROVAL

EVERETT HALF MARATHON
Sunday, April 12th 2015
Hours: 8:00 a.m. to 11:00 a.m.

CONTINGENT UPON LOCAL AGENCY APPROVAL

APPROVED AS NOTED
1/21/15
TRAFFIC OPERATIONS

ROUTE OVERVIEW AND DETOUR PLAN
EVERETT HALF MARATHON
TRAFFIC CONTROL PLAN
CITY OF EVERETT TO CITY OF MARYSVILLE

NO SCALE
OTC 11-039
APRIL 25, 2011

4/4

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Washington State Military Department Public Assistance Grant Agreement, requesting disaster financial assistance, for severe wind storm damage under Declaration Number FEMA-4249-DR-WA

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

COUNCIL BILL #	
Originating Department	Public Works
Contact Person	Matt Welborn
Phone Number	425 257-8974
FOR AGENDA OF	March 16, 2016

Initialed by:
Department Head _____
CAA _____
Council President _____

Location	Preceding Action	Attachments	Department(s) Approval
		Grant Agreement	Public Works

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

DETAILED SUMMARY STATEMENT:
The city of Everett incurred costs and damage as a result of the November, 2015 windstorm event. The President of the United States declared this event a disaster on January 15, 2016. The City will be applying for disaster financial assistance from the Federal Emergency Management Agency (FEMA) for this event. FEMA requires the Mayor or designated agent to sign the Public Assistance Grant Agreement prior to disbursement of disaster assistance funding.

RECOMMENDATION (Exact action requested of Council):
Authorize the Mayor to sign the Washington State Military Department Public Assistance Grant Agreement, requesting disaster financial assistance, for severe wind storm damage under Declaration Number FEMA-4249-DR-WA.

Washington State Military Department
PUBLIC ASSISTANCE GRANT AGREEMENT FACE SHEET

1. SUBRECIPIENT Name and Address: **City of Everett** **3200 Cedar Street** **Everett, WA 98201-4516**	2. Grant Agreement Amount: **To be determined, based upon approved project worksheets**	3. Grant Number: **D16-640**
4. SUBRECIPIENT, phone/email: **425-257-8974/mwelborn@everettwa.gov**	5. Grant Agreement Start Date: *November 12, 2015*	6. Grant Agreement End Date: *January 15, 2020*
7. DEPARTMENT Program Manager, phone/email: **Gerard Urbas, (253) 512-7402** **Gary.urbas@mil.wa.gov**	8. Data Universal Numbering System (DUNS): 916001248	9. UBI # (state revenue):

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

11. Funding Source Agreement #: **FEMA-4249-DR-WA**	12. Program Index # **764LC (Federal)/762LE (State)/ 764LD (Admin)**	13. Catalog of Federal Domestic Asst. (CFDA) # & Title: **97.036, Public Assistance**	14. TIN or SSN: **91-6001248**

15. Total Federal Award Amount: N/A	16. Federal Award Date: N/A

17. Service Districts: (BY LEGISLATIVE DISTRICT): 2nd th (BY CONGRESSIONAL DISTRICT): 38th	18. Service Area by County(ies): **Snohomish County**	19. Women/Minority-Owned, State Certified?: X N/A ☐ NO ☐ YES, OMWBE #_____

20. Contract 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. Contractor Selection Process: X "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐NO _____	23. Contractor Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit X Public Organization/Jurisdiction X Non-Profit ☐ VENDOR ☐ SUBRECIPIENT X OTHER

24. BRIEF DESCRIPTION:
Presidential Disaster Declaration # FEMA-4249-DR-WA-Washington Severe Storms, Straight-line Winds, Flooding, Landslides, and Mudslides. To provide funds to the SUBRECIPIENT for the repair or restoration of damaged public facilities as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. The DEPARTMENT is the Recipient and Pass-through Entity of the Presidential Disaster Declaration # FEMA-4249-DR-WA-Washington Severe Storms, Straight-line Winds, Flooding, Landslides, and Mudslides and FEMA State Agreement, which are incorporated by reference, and makes 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 and the associated matching funds.

IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Project Worksheet Sample (Attachment 3), Washington State Public Assistance Applicant Manual dated January 15, 2016 (Attachment 4), 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.

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 Standard Terms and Conditions**
3. **Presidential Declaration, FEMA State Agreement, and other Documents**
4. **Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s)**
5. **Special Terms and Conditions**
6. **General Terms and Conditions, and,**
7. **Other provisions of the contract 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 Administrator
Washington State Military Department

BOILERPLATE APPROVED AS TO FORM:
Dawn C. Cortez (signature on file 10/29/2015)
Assistant Attorney General

FOR THE SUBRECIPIENT:

_____
Signature Date
print or type name: Ray Stephanson, Mayor

APPROVED AS TO FORM:

_____
SUBRECIPIENT's Attorney Date

Form 10/21/2015 mll

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. Any substitution by either party must be submitted in writing.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	Matt Welborn	Name	**Gerard Urbas**
Title	Public Works Finance Manager	Title	**Deputy State Coordinating Officer Public Assistance**
E-Mail	mwelborn@everettwa.gov	E-Mail	**gary.urbas@mil.wa.gov**
Phone	(425) 257-8974	Phone	**(253) 512-7402**

ARTICLE II - ADMINISTRATIVE REQUIREMENTS

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 Presidential Declaration including, but not limited to, all criteria, restrictions, and requirements of the "FEMA State Agreement" published by FEMA and the federal regulations commonly applicable to FEMA grants, all of which are incorporated herein by reference. The Presidential Declaration and the FEMA State Agreement are incorporated in this Agreement by reference.

The SUBRECIPIENT shall comply with the Washington State Public Assistance Applicant Manual dated January 15, 2015 incorporated in this Agreement as **Attachment 4**. The DHS Standard Terms and Conditions are incorporated by reference in this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated January 15, 2015.

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.

Federal funding is provided by FEMA and is administered by the DEPARTMENT. Under the authority of Presidential Disaster Declaration number FEMA 4249-DR-WA, the DEPARTMENT is reimbursing the SUBRECIPIENT for those approved eligible costs and activities necessary under the Public Assistance Grant Program during the incident period beginning November 12, 2015 to November 21, 2015. Eligible costs and activities will be identified in Project Worksheets approved by FEMA and a Project Worksheet Sample is incorporated as **Attachment 3**. The DEPARTMENT is also providing Advance Payments to the SUBRECIPIENT where provided by FEMA and required and allowed by law. Any interest earned on advance payments (except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450)) shall be promptly, but at least quarterly, remitted to the DEPARTMENT to be paid to FEMA. The subgrantee may keep interest amounts up to $100 per year for administrative expenses.

A. STATE AND FEDERAL REQUIREMENTS FOR PUBLIC ASSISTANCE GRANTS:

The following requirements apply to all DHS/FEMA Presidential Disasters administered by the DEPARTMENT.

1. FUNDING

The DEPARTMENT will administer the Public Assistance Grant Program, provide Advance payments, and reimburse approved eligible Public Assistance costs to the SUBRECIPIENT that are identified under the auspices of Presidential Disaster Declaration Number FEMA-4249-DR-WA and authorized by and consistent with the Stafford Act (P.L. 93-288, as amended) and applicable regulations.

It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials.

Pursuant to the FEMA-STATE AGREEMENT, FEMA will contribute **75** percent of the eligible costs for any eligible project and 100 percent of the federal indirect costs, up to $250, as provided for in subsection 3.E. of Article II of this Public Assistance Agreement. The SUBRECIPIENT commits to providing the remaining **25** percent non-federal match to any eligible project that has been identified under the Presidential Disaster Declaration number FEMA-4249-DR-WA, subject to the following exceptions:

DEPARTMENT Match: The Washington State Legislature may authorize the DEPARTMENT to provide a match to the SUBRECIPIENT's non-federal share of eligible projects. Provision of a match by the DEPARTMENT, if authorized by the Washington State Legislature, shall not require amendment of this Agreement. If DEPARTMENT match funds are committed to the non-federal share by the DEPARTMENT pursuant to legislative authorization, the DEPARTMENT will formally notify the SUBRECIPIENT of the match in writing which will include information identifying any related reduction in the SUBRECIPIENT's percentage commitment.

Donated Resources: FEMA will credit the SUBRECIPIENT for the value of certain volunteer labor, donated equipment, and donated materials used in the performance of eligible emergency work – categories A and B, referred to as Donated Resources. The Donated Resources are recognized by FEMA in a Project Worksheet. Donated Resources offset the non-federal share of the eligible emergency work approved in Project Worksheets. For non-state agency SUBRECIPIENTS, the donated resource value will first be applied to the SUBRECIPIENT's non-federal share, and, if a DEPARTMENT match is authorized, any remaining donated resource value will be applied to the DEPARTMENT's share. The value of the Donated Resources are calculated as described in FP 104-009-2 Public Assistance Program and Policy Guide (PAPPG), and are capped at the non-Federal share of approved eligible emergency work costs. The Federal share of the Donated Resources will not exceed the non-federal share of eligible emergency work costs approved in Project Worksheets. Any excess credit can be credited only to other eligible emergency work costs, for the same SUBRECIPIENT in the same disaster. The value of excess donated resources cannot be credited toward or transferred to another eligible SUBRECIPIENT, or toward other State obligations. The DEPARTMENT does not match a FEMA donated resource credit.

The Project Worksheet, sample provided in Attachment 3, is required to be completed by FEMA or State Project Specialists.

2. GRANT AGREEMENT PERIOD

a. Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred during or subsequent to the incident period defined in the FEMA State Agreement, and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close-out and audit. This period shall be referred to as the "Grant Agreement Period."

b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed up with a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT issued by the DEPARTMENT to address extensions of its underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).

3. PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the SUBRECIPIENT in compliance with the Washington State Public Assistance Applicant Manual dated January 15, 2016 (**Attachment 4**) procedures as follows:

a. Small Project Payments: Payments are made for all small projects to the SUBRECIPIENT upon submission and approval of an A19-1A State of Washington Invoice Voucher to the DEPARTMENT, after FEMA has approved funding through approval of Project Worksheets.

b. Progress Payments: Progress payment of funds for costs already incurred on large projects minus 10 percent retainage may be made to the SUBRECIPIENT upon submission by the SUBRECIPIENT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.

c. Improved Projects: Payments on improved projects will be pro-rated based upon the percentage of the project that is funded under this disaster grant to the overall project cost. This percentage will be identified when the first payment on the improved project is made. Progress payments will be made as outlined above in Section B.

d. Final Payment: Final Payment on a large project will be made following submission by the SUBRECIPIENT of a certification of completion on the STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payments may also be conditional upon financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office, the United States Inspector General or other federal or state agency.

e. The SUBRECIPIENT is eligible to receive a $250 allowance for federal indirect costs, upon completion and closure of the disaster grant. Documentation of costs involved with attending applicant briefing, kick off meeting, and the exit meeting should be retained in the SUBRECIPIENT's files to support federal indirect cost reimbursement.

f. All payment requests shall be made on an A19-1A form, State of Washington, Invoice Voucher. Payments will be made by electronic fund transfer to the SUBRECIPIENT's account.

g. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration number FEMA-4249-DR-WA.

h. For state agencies, the DEPARTMENT will, through interagency reimbursement procedures, transfer payment to the SUBRECIPIENT. Payment will be transferred by journal voucher to Agency No. _____, Accounting Fund No. _____.

i. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.

j. For travel costs, SUBRECIPIENTs shall comply with 2 CFR 200.474 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.

k. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT Key Personnel.

l. 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.

m. 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.

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

o. 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.

The DEPARTMENT shall provide Advance Payments as provided by FEMA and as required and authorized by law.

4. CLOSEOUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing, by Project Worksheet Number, date completed and total amount expended on the project, completion of the small projects. To initiate close-out of the large projects, the SUBRECIPIENT shall submit certification of completion on a STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form to the DEPARTMENT.

The DEPARTMENT will then complete a site inspection and a financial review of documentation to support the claimed costs. Certifications on small and large projects are due within sixty days following the completion of the project or receipt of the approved Project Worksheet, whichever date is later.

If SUBRECIPIENT is claiming the $250 allowance for federal indirect costs, the SUBRECIPIENT shall submit certification that they have expended a minimum of $250 attending the applicant briefing, kick off meeting, and/or the exit meeting prior to close-out.

After all of the projects have been certified as complete and approved for closure by FEMA, the DEPARTMENT will forward a final A19-1A State of Washington Invoice Voucher to the SUBRECIPIENT for release of the remaining funds due to the applicant for eligible costs, including any retainage previously withheld, and the allowance for federal indirect costs.

5. DOCUMENTATION / REPORTING REQUIREMENTS

For all Advance Payment the SUBRECIPIENT shall provide documentation and receipts for all costs related to the Advance Payment and provide such to the DEPARTMENT quarterly.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of Public Assistance funds, including the federal indirect cost reimbursement, for six years following the closure of this disaster grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

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 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.

Quarterly Reports: The SUBRECIPIENT is required to submit to the DEPARTMENT a quarterly report indicating the status of all their large projects. The status 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 in the comment field 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. The quarterly report will serve as the basis for any FEMA Office of Chief Financial Officer (OCFO) funds reduction.

6. TIME EXTENSIONS

A time extension request is required to be forwarded to the DEPARTMENT by the SUBRECIPIENT for a project prior to the expiration of the approved completion date. If the project is approved and funded after the statutory approval time period for completion, then a time extension request must be submitted to the DEPARTMENT within fifteen days of receipt of the funding package.

In accordance with 44CFR206.204, the DEPARTMENT reserves the right, in its sole discretion, to consider and approve a time extension request after expiration of the approved completion date and

within the DEPARTMENT's statutory extension authority. Requests for time extensions beyond the DEPARTMENT's authority will be considered and approved by FEMA, at their sole discretion.

All determinations made regarding time extension requests will be based on a case by case evaluation of specific factual circumstances.

A time extension request must be in writing and identify the Project Worksheet number, the reason the project has not been completed within the prior approved completion period, the reason the time extension request was not submitted prior to the statutory approval time period (if applicable), 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 submit a time extension request in a timely manner may result in denial of the time extension request, and loss of funding for the related project.

7. 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, Exhibit A.11.

8. 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 eligibility and consistency with Agreement work plan, budget, and federal requirements;
   v. observation and documentation of Agreement related activities;
   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 Subpart F, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.

e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan. If the SUBRECIPIENT fails to comply with federal or state statutes or regulations, or the terms and conditions of this Agreement, the DEPARTMENT may impose any additional subaward conditions as described in 2 CFR 200.207. If the DEPARTMENT determines that noncompliance cannot be remedied by imposing additional conditions, it may take one or more of the following actions:
   i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
   ii. Wholly or partially suspend or terminate the subaward to the SUBRECIPIENT.
   iii. Initiate suspension or debarment proceedings under 2 CFR 180 or recommend such a proceeding be initiated by the federal awarding agency.
   iv. Withhold further federal awards for the project or program.
   v. Take any other remedies that may be legally available.

f. The DEPARTMENT agrees to:

i. Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.

ii. Develop the SUBRECIPIENT's project worksheet(s) (PW) and supporting attachments with FEMA and the SUBRECIPIENT's assistance based upon the costs determined to be eligible.

iii. Submit the SUBRECIPIENT's funding package to FEMA.

iv. Notify the SUBRECIPIENT when funding approval is received, issue payment per the process described above see Article II, A.4 – Payments, and provide the SUBRECIPIENT with a copy of the approved project worksheet.

v. Work with the SUBRECIPIENT to resolve any issues identified during the monitoring process.

vi. Review and respond appropriately to the SUBRECIPIENT's requests for time extensions and changes.

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.

B. FEMA STATE AGREEMENT TERMS AND CONDITIONS

As a subrecipient of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS/FEMA terms and conditions of the Presidential Declaration and the FEMA State Agreement, which are incorporated in and made a part of this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated January 15, 2016 (**Attachment 4**).

Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants

A.1 DEFINITIONS

As used throughout this Agreement, the following terms will have the same 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. The 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. "**Monitoring Activities**" means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.

c. "**Project**" means those actions funded through the Public Assistance Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.

d. "**Investment Justification**" means grant application investment justification submitted by the SUBRECIPIENT describing the project for which federal funding is sought and provided under this Agreement. Such grant application investment justification is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement, except as required under 2 CFR 200.305 for federal grants. SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

The DEPARTMENT pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA will process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT. Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

A.3 AMENDMENTS AND MODIFICATIONS

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. 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.5 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.6 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. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPEINT shall comply with all applicable DHS terms and conditions as specified in Appendix I of the Washington State Public Assistance Applicant Manual dated January 15, 2016 incorporated in this Agreement as **Attachment 4**.

A.7 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-division/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/).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of their 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.9 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, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, 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), Title 44 of the Federal Regulations, 2 CFR Part 3002, 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.

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.

In the event of the SUBRECIPIENT's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, 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 to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 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.11 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 2 CFR 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 or subrecipient 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.

The procurement process followed shall be in accordance with 2 CFR Parts 200 and 3002, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the SUB-GRANTEE. All subcontracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

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 2 CFR 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.12 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.13 DISPUTES

Except as otherwise provided in this contract, 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 SUBRECIPIENT 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.14 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The SUBRECIPIENT will pursue, and require sub-recipients to pursue, full payment of eligible insurance benefits for properties or any other losses covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any funds provided under this grant agreement that are duplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grants funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

A.15 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.16 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.17 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 and the Authorized Signature of the assigned SUBRECIPIENT Agent or Alternate for the SUBRECIPIENT Agent, 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 authority to sign reimbursement requests, certification of project completion, time extension requests, amendment and modification requests, requests for changes to project status, and other requests, certifications and documents authorized by or required under this Agreement.

A.18 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 or suspend 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.19 NONASSIGNABILITY

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

A.20 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.21 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.22 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.23 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 and 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.24 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.25 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.26 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.27 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 CFR 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.

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

Publication resulting from work performed under this Agreement shall include an acknowledgement of the DEPARTMENT and 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.28 RECAPTURE PROVISION

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, 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.

A.29 RECORDS AND REPORTS

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) year must be followed.

A.30 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

A.31 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 grant 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 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.32 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.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities as subrecipients 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 subrecipients or contractors also maintain auditable records.

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. 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 includes and 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 Contractor claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the 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's 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 SUBRECIPIENT's 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.34 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 or of the State of Washington 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.35 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.36 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the SUBRECIPIENT may terminate this Agreement by providing written notice of such termination to the DEPARTMENTs 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.37 TERMINATION OR SUSPENSION FOR CAUSE

In the event the DEPARMENT, 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 SUBGRANTEE 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's 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.38 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 the 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 sub-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 DEPATMENT 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.39 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the Subrecipient if any contracts with contractors or sub-contractors are entered into under the original contract award:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the State of Washington MWBE goals, as identified in. WAC 326-30-041.

A.40 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.41 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.

PROJECT WORKSHEET SAMPLE

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

PROJECT WORKSHEET

O.M.B. No. 1660-0017

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 90 minutes per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the accuracy of the burden estimate and or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless a valid OMB number appears in the upper right corner of this form. **NOTE: Do not send your completed form to this address.**

DISASTER	PROJECT NO.	PA ID NO.	DATE	CATEGORY
F ____ - R ____				

DAMAGED FACILITY	WORK COMPLETE AS OF: _____ : _____ %

SUBRECIPIENT	COUNTY

LOCATION	LATITUDE	LONGITUDE

DAMAGE DESCRIPTION AND DIMENSIONS

SCOPE OF WORK

Does the Scope of Work change the pre-disaster conditions at the site? ☐ Yes ☐ No

Special Considerations issues included? ☐ Yes ☐ No Hazard Mitigation proposal included? ☐ Yes ☐ No

Is there insurance coverage on this facility? ☐ Yes ☐ No

PROJECT COST

I T	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
				TOTAL COST	

PREPARED BY	TITLE	SIGNATURE
SUBRECIPIENT REP.	TITLE	SIGNATURE

FEMA Form 90-91, FEB 06 **REPLACES ALL PREVIOUS EDITIONS.**

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Amendment No. 1 to the Agreement for Engineering Services, Water Filtration Plant Asset Refurbishment Program, with KDW Salas O'Brien LLC

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

COUNCIL BILL #	
Originating Department	Utilities
Contact Person	Mike Robinson
Phone Number	425-257-8884
FOR AGENDA OF	March 16, 2016

Initialed by:
Department Head _____
CAA db
Council President AM

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
Water Filtration Plant 6133 Lake Chaplain Road, Sultan, WA	Professional Service Agreement, September 17, 2015	Amendment No. 1	Public Works, Utilities

Amount Budgeted	$150,000	
Expenditure Required	$30,905	Account Number(s): 401-5-200-121-923-410
Budget Remaining	$41,375	
Additional Required	0	

DETAILED SUMMARY STATEMENT:

The majority of the Water Filtration Plant's electrical equipment is approaching end-of-service-life and will require refurbishment or replacement. This amendment to our professional services agreement with KDW Salas O'Brien LLC will provide additional electrical engineering services to assess the material condition of existing equipment, recommend practices for extending equipment life, and drafting of specifications for replacement equipment. Services also include training City staff on the best practices and procedures to optimize equipment performance.

Previously authorized expenditures for the project include $77,720 approved by Council on September 17, 2015. Total expenditures requested to date, including this amendment, are $108,625.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign Amendment No. 1 to the Agreement for Engineering Services, Water Filtration Plant Asset Refurbishment Program, with KDW Salas O'Brien LLC in the amount of $30,905.

AMENDMENT NO. 1

TO

AGREEMENT FOR ENGINEERING SERVICES

WFP ASSET REFURBISHMENT PROGRAM

WHEREAS:

KDW Salas O'Brien LLC entered into an Agreement on September 17th, 2015 to perform electrical engineering services in support of the WFP Asset Refurbishment Program for the City of Everett ("City");

The City desires to amend this Agreement by adding to the scope of services in order to provide additional on call electrical engineering services and KDW Salas O'Brien is willing to amend the agreement.

NOW, THEREFORE, KDW Salas O'Brien LLC and the City do hereby agree:

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

Section 4: Modify Paragraph D, which describes the maximum total compensation, by increasing the total maximum compensation by $30,905. Delete the existing sentence and replacing with the following sentence:

"Total compensation, including all services and expenses, shall not exceed a maximum of one hundred eight thousand six hundred twenty dollars ($108,620)."

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

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

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

City of Everett, Washington	*KDW SALAS O'Brien LLC*
By: _____	By: _____
Ray Stephanson, Mayor	Scott Coward
Date: _____	Date: 2/22/16
	APPROVED AS TO FORM:
Attest: _____	_____
Sharon Marks, City Clerk	James D. Iles, City Attorney
Date: _____	Date: _____

EXHIBIT A1

KDWSALASO'BRIEN

January 27, 2016

KDWS Project No.: 131241

Mr. Mike Robinson
Facilities Manager
City of Everett Public Works
3200 Cedar Street
Everett, WA 98201

Re: City of Everett WFP Asset Refurbishment Program
Engineering Support Services Fee Proposal – ASR001

Dear Mike,

We appreciate the opportunity to provide this Additional Service Request (ASR) fee proposal for additional on-call electrical engineering services. We understand that services are in addition to our current City of Everett WFP Asset Refurbishment Program Engineering Support Services contract. These serviced will be completed by the December 31st, 2017 completion date of our current contact.

SCOPE OF WORK:

Additional scope of work for this ASR includes the following:

Task #6 On-Call Electrical Engineering Services: Provide an additional 200 hours of on-call electrical engineering services

ENGINEERING FEE AND EXPENSES:

Task	Current Contract Amount	Revised Contract Amount
1. SOP Development	$ 9,500	$ 9,500
2. Emergency Generator Refurbishment Assistance	6,180	6,180
3. Circuit Breaker Coordination Calibration	1,200	1,200
4. Critical Circuit Breaker Testing Services	17,940	17,940
5. Utility Transformer Testing/Metering Services	27,150	27,150
6. On-Call Electrical Engineering Support Services	15,450	**46,355**
Sub-Total	$ 77,420	$ 108,325
Expenses	300	300
Total	$ 77,720	$ 108,625

TOTAL ADDITIONAL FEES AND EXPENSES **$ 30,905**

We propose an additional T&E fee in the amount of $ 30,905 for this project. We propose to invoice monthly based on progress. We appreciate the opportunity to submit a proposal for this project. If you have any questions regarding this proposal, please contact me and I will be happy to answer them.

Sincerely,

Scott A. Coward
Senior Project Manager/Electrical Engineer
(206) 547-1940,
(425) 802-9030 (cell)

City of Everett - Exhibit B1
ASR001 ADDITIONAL PROJECT HOURS AND BUDGET ESTIMATE

Date: 27-Jan-16

	Labor Category	Direct Salary Rates	HOURS FOR EACH TASK: Task 1 (Operating Procedure)	Task 2 (Gen Refurb Assistance)	Task 3 (Breaker Calibration)	Task 4 (Breaker Testing)	Task 5 (Xfmr Metering Services)	Task 6 (On-Call Services)	Total Hours	Cost
1	Principal	$ 67.00							-	$ -
2	Project Manager	$ 62.00							-	$ -
3	Engineer IV	$ 58.00							-	$ -
4	Engineer III	$ 53.00						171	171	$ 9,063
	Engineer II	$ 43.00						29	29	
5	Engineer I	$ 29.00							-	$ -
6	Technical Level III	$ 50.30				0	0	0	-	$ -
7	Technical level II	$ 48.20				0	0	0	-	$ -
8	Technical Level I	$ 41.00							-	$ -
11	Architect Level IV	$ 42.22							-	$ -
12	Architect Level III	$ 45.00							-	$ -
13	Architect Level III	$ 35.00							-	$ -
14	Architect Level I	$ 38.00							-	$ -
16	Administrative Level IV	$ 50.00							-	$ -
17	Administrative Level III	$ 45.00							-	$ -
18	Administrative Level III	$ 40.00							-	$ -
19	Administrative Level I	$ 35.00							-	$ -
Total Task Hours			0	0	0	0	0	200	200	
	Subtotal Direct Salary Cost (DSC), $		0	0	0	0	0	10,310		$ 10,310
	Overhead on DSC (Indirect cost) @	175.00%	0	0	0	0	0	18,043		$ 18,043
Total Labor Cost, $			0	0	0	0	0	28,353		$ 28,353

	Expenses, $		Task 1 (Operating Procedure)	Task 2 (Gen Refurb Assistance)	Task 3 (Breaker Calibration)	Task 4 (Breaker Testing)	Task 5 (Xfmr Metering Services)	Task 6 (On-Call Services)	Expenses
	Printing								$ -
	Expense 2								$ -
	Expense 3								$ -
	Expense 4								$ -
	Expense 5								$ -
	Expense 6								$ -
	Expense 7								$ -
	Per Labor Hr. Tech. Charge		0	0	0	0	0	0	$ -
Total Expenses			0	0	0	0	0	0	$ -
TOTAL LABOR AND EXP			0	0	0	0	0	28,353	$ 28,353

	Subconsultant Expenses, $		Task 1 (Operating Procedure)	Task 2 (Gen Refurb Assistance)	Task 3 (Breaker Calibration)	Task 4 (Breaker Testing)	Task 5 (Xfmr Metering Services)	Task 6 (On-Call Services)	Sub Expenses
	SUB 1 -								$0
	SUB 2								$0
	SUB 3								$0
	SUB 4								$0
Total Subconsultant Expenses			0	0	0	0	0	0	$0
TOTAL SUBCONSULTANTS			0	0	0	0	0	0	$0
	Subconsultant Admin Mark-up	5.0%	0	0	0	0	0	0	$0
	Subtotal Cost by Task		0	0	0	0	0	28,353	$ 28,353
	FEE (% of Total DSC & Overhead)	9.0%	0	0	0	0	0	2,552	$ 2,552
	Federally Funded FEE (% of DSC Only)	0.0%	0	0	0	0	0	0	$ -
	Next Year's Labor Escalation*	1.0%	0	0	0	0	0	0	$ -
	TOTAL ESTIMATED COST AND FEE, $		Task 1 (Operating Procedure): 0	Task 2 (Gen Refurb Assistance): 0	Task 3 (Breaker Calibration): 0	Task 4 (Breaker Testing): 0	Task 5 (Xfmr Metering Services): 0	Task 6 (On-Call Services): 30,905	Total: $ 30,905

* Next year's labor escalation was calculated assuming 0.0% of the work would be completed next year.

Enter data in yellow & green shaded cells only. Other formula cells are locked to prevent accidental changes. There is no password protection.

Overall Project Multiplier	3.00
Profit as a % of Direct Salary Cost (DSC)	24.8%

City of Everett - Exhibit B1
ASR001 ADDITIONAL PROJECT HOURS AND BUDGET ESTIMATE

Date: 27-Jan-16

	Labor Category	Direct Salary Rates	HOURS FOR EACH TASK: Task 1 (Operating Procedure)	Task 2 (Gen Refurb Assistance)	Task 3 (Breaker Calibration)	Task 4 (Breaker Testing)	Task 5 (Xfmr Metering Services)	Task 6 (On-Call Services)	Total Hours	Cost
1	Principal	$ 67.00							-	$ -
2	Project Manager	$ 62.00							-	$ -
3	Engineer IV	$ 58.00							-	$ -
4	Engineer III	$ 53.00						171	171	$ 9,063
	Engineer II	$ 43.00						29	29	
5	Engineer I	$ 29.00							-	$ -
6	Technical Level III	$ 50.30				0	0	0	-	$ -
7	Technical level II	$ 48.20				0	0	0	-	$ -
8	Technical Level I	$ 41.00							-	$ -
11	Architect Level IV	$ 42.22							-	$ -
12	Architect Level III	$ 45.00							-	$ -
13	Architect Level III	$ 35.00							-	$ -
14	Architect Level I	$ 38.00							-	$ -
16	Administrative Level IV	$ 50.00							-	$ -
17	Administrative Level III	$ 45.00							-	$ -
18	Administrative Level III	$ 40.00							-	$ -
19	Administrative Level I	$ 35.00							-	$ -
Total Task Hours			0	0	0	0	0	200	200	
	Subtotal Direct Salary Cost (DSC), $		0	0	0	0	0	10,310		$ 10,310
	Overhead on DSC (Indirect cost) @	175.00%	0	0	0	0	0	18,043		$ 18,043
Total Labor Cost, $			0	0	0	0	0	28,353		$ 28,353

Expenses, $	Task 1 (Operating Procedure)	Task 2 (Gen Refurb Assistance)	Task 3 (Breaker Calibration)	Task 4 (Breaker Testing)	Task 5 (Xfmr Metering Services)	Task 6 (On-Call Services)	Expenses
Printing							$ -
Expense 2							$ -
Expense 3							$ -
Expense 4							$ -
Expense 5							$ -
Expense 6							$ -
Expense 7							$ -
Per Labor Hr. Tech. Charge	0	0	0	0	0	0	$ -
Total Expenses	0	0	0	0	0	0	$ -
TOTAL LABOR AND EXP	0	0	0	0	0	28,353	$ 28,353

Subconsultant Expenses, $	Task 1 (Operating Procedure)	Task 2 (Gen Refurb Assistance)	Task 3 (Breaker Calibration)	Task 4 (Breaker Testing)	Task 5 (Xfmr Metering Services)	Task 6 (On-Call Services)	Sub Expenses
SUB 1 -							$0
SUB 2							$0
SUB 3							$0
SUB 4							$0
Total Subconsultant Expenses	0	0	0	0	0	0	$0
TOTAL SUBCONSULTANTS	0	0	0	0	0	0	$0
Subconsultant Admin Mark-up 5.0%	0	0	0	0	0	0	$0
Subtotal Cost by Task	0	0	0	0	0	28,353	$ 28,353
FEE (% of Total DSC & Overhead) 9.0%	0	0	0	0	0	2,552	$ 2,552
Federally Funded FEE (% of DSC Only) 0.0%	0	0	0	0	0	0	$ -
Next Year's Labor Escalation* 1.0%	0	0	0	0	0	0	$ -

	Task 1 (Operating Procedure)	Task 2 (Gen Refurb Assistance)	Task 3 (Breaker Calibration)	Task 4 (Breaker Testing)	Task 5 (Xfmr Metering Services)	Task 6 (On-Call Services)	Total
TOTAL ESTIMATED COST AND FEE, $	0	0	0	0	0	30,905	$ 30,905

* Next year's labor escalation was calculated assuming 0.0% of the work would be completed next year.

Enter data in yellow & green shaded cells only. Other formula cells are locked to prevent accidental changes. There is no password protection.

Overall Project Multiplier	3.00
Profit as a % of Direct Salary Cost (DSC)	24.8%

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
A Resolution Declaring the Listed Vehicles and Equipment Surplus and Authorizing Their Disposition

_____	Briefing	COUNCIL BILL #	
_____	Proposed Action	Originating Department	Finance/Purchasing
_____	Consent	Contact Person	Clark Langstraat
x	Action	Phone Number	425-257-8901
_____	First Reading	FOR AGENDA OF	March 16, 2016
_____	Second Reading		
_____	Third Reading	Initialed by:	
_____	Public Hearing	Department Head	_____
		CAA	_____
		Council President	_____

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
Motor Vehicle Division		Resolution	Motor Vehicle Division, Purchasing

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

DETAILED SUMMARY STATEMENT:
The City owns the following equipment that is no longer of use to City departments.

M0045 – 2003 Linde E25P Electric Forklift with Charger
J0114 – 2012 Ford F550 XL Cab/Chassis with accident damage

Based on previous and current sales, staff estimates a present value from $5,000 to $10,000 for each of these items and recommends their sale at public auction.

RECOMMENDATION (Exact action requested of Council):
Adopt a resolution declaring the listed vehicles as surplus and authorizing their disposition.

RESOLUTION No._____

A Resolution declaring the listed vehicles and equipment surplus and authorizing their disposition.

Whereas, the City has a 2003 Linde E25P Electric Forklift with charger (#M0045) and a 2012 Ford F550 XL Cab/Chassis (#J0114) in its fleet; and

Whereas, the above-referenced equipment is no longer of value or use to the City; and

Whereas, Ordinance 2963-06 establishes a procedure and methods for surplusing or disposition of City-owned personal property; and

Whereas, based on the guidelines set forth in Section 2 of Ordinance 2963-06 a public auction is the disposition method that best meets the City's interests; and

Whereas, the City's purchasing manager has reported the basis for the estimated value of the surplus property and has recommended surplusing the above-referenced vehicles and equipment by public auction.

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Everett:

1. The 2003 Linde E25P Electric Forklift with charger (#M0045) and a 2012 Ford F550 XL Cab/Chassis (#J0114) are no longer of value or use to the City; and

2. The disposition of this equipment at a Public Auction is hereby authorized.

_____
COUNCIL MEMBER INTRODUCING RESOLUTION

PASSED AND APPROVED THIS ___ DAY OF MARCH, 2016

_____
SCOTT MURPHY,
COUNCIL PRESIDENT

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Settlement Agreement with Jonathon Scott Bander in the amount of $2,250

_____	Briefing	COUNCIL BILL #	
_____	Proposed Action	Originating Department	Legal
_____	Consent	Contact Person	R. Ramerman
X	Action	Phone Number	425-257-7000
_____	First Reading	FOR AGENDA OF	March 16, 2016
_____	Second Reading		
_____	Third Reading		
_____	Public Hearing		

Initialed by:
Department Head _____
CAA _____
Council President _____

Location	Preceding Action	Attachments	Department(s) Approval
		Settlement Agreement	Legal

Amount Budgeted	-0-	
Expenditure Required	$2,250	Account Number(s): 503-5141030460
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:
In January 2010, Mr. Bander made a Public Records Act (PRA) request at the Animal Shelter but was directed to the Clerk's Office, which was the incorrect procedure under the PRA. Mr. Bander promptly hired an attorney and filed a lawsuit. The City has now provided Mr. Bander with the record. The Settlement amount includes compensation for attorney fees incurred by Mr. Bander.

RECOMMENDATION (Exact action requested of Council):
Authorize the Mayor to sign the Settlement Agreement to settle the Jonathan Scott Bander lawsuit in the amount of $2,250.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into this 2nd day of March, 2016, by and between the following parties:

A. The City of Everett, a municipal corporation; and

B. Jonathan Scott Bander, Plaintiff.

This Agreement is entered into for the purpose of settling certain claims between the City of Everett and Jonathan Scott Bander, as such terms are defined herein, which claims were asserted or could have been asserted in lawsuit as defined below or claims based on any Public Records Act (PRA) request as defined below.

1. Definitions.

a. City. "City" means the City of Everett, a municipal corporation, its successors, departments, assigns, agents, current and former councilmember, employees, officers and attorneys.

b. Plaintiff. "Plaintiff" means Jonathan Scott Bander.

c. Lawsuit. "PRA Lawsuit" means all Claims brought in Snohomish County Superior Court Cause No. 16-2-02187-3.

d. Claims. "Claims" shall encompass all claims, causes of action, or demands, known or unknown, that were brought or could have been brought between the parties to this Agreement up until the date of execution of this Agreement that were or could have be included in the Lawsuit or that arise out of the City's response to any PRA Request, with the exception of PRA requests for code enforcement records dated October 15, 2015 and December 20, 2015; and include any claims related to the Tort Claim dated February 22, 2016..

e. PRA Requests. "PRA Requests" include any request made by the Plaintiff or made on behalf of the Plaintiff including the request made January 22, 2016, up until the date of execution of this agreement, except for PRA requests code enforcement records dated October 15, 2015 and December 20, 2015.

2. Releases; Dismissal of PRA Lawsuit.

a. Release of Claims. Plaintiff expressly releases and shall be deemed to have forever discharged the City from any and all Claims, as defined above, including any Claims based on the Lawsuit and any PRA Requests as defined above. It is hereby agreed that this Agreement is a compromise and a full settlement, accord and satisfaction of all Claims and PRA Requests.

b. Proceedings in the PRA Lawsuit: The Parties agree that as part of this Settlement Agreement that they will execute a Stipulation and Order of Dismissal of All Claims, in the PRA Lawsuit with prejudice and without further attorney's fees and costs.

3. Payment to Plaintiff. As consideration for its release hereunder, the City agrees to pay to the Plaintiff, the sum of Two Thousand Two Hundred and Fifty Dollars and Zero Cents ($2,250.00) by March 18, 2016. The check for payment shall be made payable to Peter Cogan in trust for Jonathan Scott Bander. The check shall be delivered to Peter G. Cogan, Law Offices of Peter G. Cogan, P.S., 119 First Ave. S., Ste. 500, Seattle, WA 98104.

4. No Admission. The parties agree that the City's agreement to settle and payment do not constitute any admission of liability on the part of the City or its employees.

5. Additional Training. The City provided PRA training for all animal shelter employees on March 1, 2016, and will provide PRA training for its volunteers within 60 days.

6. Authority. The undersigned have full authority to enter into this Agreement.

7. Voluntary Act. This Agreement is made and entered into as a free and voluntary act and has been negotiated with the Plaintiff receiving the assistance of his legal counsel, Peter G. Cogan..

8. No Modification. This Agreement may not be altered, modified, or amended without the express written consent of the party or parties to be bound thereby.

9. Photocopies Effective As Original. The executing parties agree that a photocopy or other signed copy of this Agreement is as effective as the original and that email transmission of the same will be binding upon the parties.

10. Parties Bound: The City and Plaintiff agree that this Settlement Agreement will be binding upon them, their marital communities (whether or not their spouses are specifically named), their officers, directors, shareholders, attorneys, agents, parents, subsidiaries, related entities, affiliates, respective heirs, insurers, executors, administrators, legal representatives, successors and assigns.

(Agreement continues on next page)

11. Complete Agreement. This Agreement constitutes the entire agreement of the parties relating to the Claims and PRA Request. This Agreement supersedes and replaces all other written or oral agreements thereto.

CITY OF EVERETT, WASHINGTON _____ Ray Stephanson, Mayor _____ Date	**JONATHAN SCOTT BANDER, PLAINTIFF** Jonathan Bander Jonathan Scott Bander 3/2/16 Date
ATTEST: _____ Sharon Fuller, City Clerk _____ Date	
APPROVED AS TO FORM: _____ James D. Iles, City Attorney _____ Date	

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Amendment 001 to Sponsored Research Agreement UTA15-001169 between The University of Texas at Austin and The City of Everett, for data analysis, extending the agreement through May 31, 2016 at no cost to the City.

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

COUNCIL BILL #	
Originating Department	Transportation Services
Contact Person	Tom Hingson
Phone Number	425-257-8939
FOR AGENDA OF	March 16, 2016

Initialed by:
Department Head ____
CAA db
Council President ____

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
Transportation Services	Sponsored Research Agreement between the University of Texas and the City of Everett, December 8, 2015	Amendment 001	Transportation Services, Legal

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

DETAILED SUMMARY STATEMENT:

Data analysis for this project to determine the best future fleet options for the City is taking longer than anticipated. The original end date was March 7th. This amendment extends the agreement through May 31, 2016 at no-cost to the City, allowing the University to complete the work.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign Amendment 001 to Sponsored Research Agreement UTA15-001169 between The University of Texas at Austin and The City of Everett, for data analysis, extending the agreement through May 31, 2016 at no cost to the City.

Amendment 001

To Sponsored Research Agreement UTA15-001169 ("Agreement")

Between

The University of Texas at Austin ("UNIVERSITY")

And

The City of Everett ("Sponsor")

The purpose of this Amendment:

To extend the period of performance.

This Sponsored Research Agreement is modified by mutual agreement of the Parties as follows:

Paragraph 2.2 **Period of Performance:** is hereby replaced with the following:

2.2 The Research Program shall be performed during the period from the Effective Date through and including May 31, 2016. Sponsor shall have the option of extending the Research Program under mutually agreeable support terms.

As a result of this Modification:

- Period of Performance is extended to May 31, 2016

Effective Date of the Sponsored Research Agreement: December 8, 2015

Effective Date of Amendment: March 1, 2016

All other terms and conditions of this Sponsored Research Agreement remain unchanged.

THE UNIVERSITY OF TEXAS AT AUSTIN		**CITY OF EVERETT**	
By		By	
Name	David Hawkins	Name	Ray Stephanson
Title	Associate Director, Office of Sponsored Projects	Title	Mayor
Date		Date	

CITY OF EVERETT

Attest:

By _____
Name Sharon Fuller
Title City Clerk

Date _____

Approved
as to form
only:

By _____
Name James D. Iles
Title City Attorney

Date _____