Everett City Council Agenda
12:30 PM September 28 2016
City Council Chambers

Roll Call

Approval of Minutes: September 21, 2016

Mayor's Comments - Introducing Everett Fire Fighters Daniel Bradley, Sheridan Catlin, Jeremy Van Nuys, Aaron Tran, Douglas Brisbon, Nathan Wirtz, Jason Osborne and Donald Rippl.

Pledge of Allegiance

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) Update on the City of Everett's work with Catholic Housing Services to provide supportive (low-barrier) housing for chronically homeless in the community.

Documents:

low barrier-2.pdf

(2) Briefing by Climate Solutions on results of energy mapping and carbon wedge analysis.

Documents:

Climate Solutions.pdf

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

Documents:

CB 1609-38.pdf

PROPOSED ACTION ITEMS:

(4) CB 1609-37 – 2nd Reading – Adopt the Proposed Ordinance approving the

appropriations of the 2016 revised City of Everett budget and amending Ordnance No. 3503-16. (3rd and final reading on 10-5-16).

Documents:

CB 1609-37.pdf

(5) CB 1609-39 -1st Reading – Adopt the Proposed Ordinance closing the Special Improvement Project entitled, "SR99/Evergreen Way BRT Project", Fund 303, Program 081, as established by Ordinance No. 3101-08. (3rd and final reading on 10-12-16).

Documents:

CB 1609-39.pdf

(6) CB 1609-40 -1st Reading – Adopt the Proposed Ordinance closing the Special Construction Fund entitled "Horizon Elementary School Walk Route Safety Improvements," Fund 303, Program 087, as established by Ordinance No. 3161-09 (3rd and final reading on 10-12-16)

Documents:

CB 1609-40.pdf

(7) CB 1609-41 -1st Reading – Adopt the Proposed Ordinance closing the Special Construction Fund entitled "Allen Buick Redevelopment Project" Fund 342, Program 017, as established by Ordinance No. 3207-10. (3rd and final reading on 10-12-16).

Documents:

CB 1609-41.pdf

CONSENT ITEMS:

(8) Adopt Resolution No. ____ authorizing claims against the City of Everett in the amount of $1,203,753.18 for the period of September 10, 2016 through September 16, 2016.

Documents:

res-104.pdf

(9) Adopt Resolution No. ____ authorizing electronic transfer claims against the City of Everett in the amount of $6,991,738.54 for the period of July 1, 2016 through July 31, 2016.

Documents:

elec-26.pdf

(10) Authorize the closure of West Marine View Drive on October 15, 2016, 6 a.m. to 2 p.m., for the Making Strides against Breast Cancer 5K Walk/Run, sponsored by American Cancer Society.

Documents:

Making Strides.pdf

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

Documents:

Water Filtration.pdf

ACTION ITEMS:

(12) Authorize the Mayor to sign the Agreement with 1Lingua to allow the court to utilize an on-line interpreter management program at a minimum cost of $50.00 per month.

Documents:

1Lingua.pdf

(13) CB 1609-35 – 3rd and final Reading – Adopt the proposed Ordinance granting a Telecommunications Franchise to Astound Broadband, LLC d/b/a Wave.

Documents:

CB 1609-35.pdf

(14) Authorize the Mayor to sign the annual contract with Snohomish County for Everett – 2016 Community Housing Improvement Program (CHIP) HOME funds.

Documents:

CHIP Home Funds.pdf

(15) Authorize the Mayor to sign a Grant Agreement with the State of Washington Department of Archeology and Historic Preservation for a Downtown Building Assessment and Public Workshop.

Documents:

Dept of Archeology.pdf

(16) Adopt Resolution authorizing recovery of abatement costs pursuant to EMC 1.20.090 at 2620 Rucker Avenue in the amount of $1,437.07.

Documents:

2620 Rucker-2.pdf

(17) Authorize the Mayor to sign Amendment No. 1 with BHC Consultants, LLC for Design and Construction Support services of "Sewer Regulator 4 and 39 Modifications" for an additional amount not to exceed $356,897.00.

Documents:

BHC Consultants-2.pdf

(18) Authorize the Mayor to sign the Bus Pass Sales Agreement between Island Transit and the City of Everett to sell monthly bus passes for the Everett Connector Service at Everett Station's Customer Service Center.

Documents:

Connector Service.pdf

(19) Authorize the Mayor to sign the Interagency Agreement between the Everett Police Department and the Washington Traffic Safety Commission regarding participation in Target Zero Teams high visibility enforcement traffic safety emphasis patrols in the amount of $14,900.00.

Documents:

Traffic Safety-3.pdf

Executive Session

Adjourn

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

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EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Update on the City's work to provide supportive (low-barrier) housing for chronically homeless in our community with Catholic Housing Services

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

COUNCIL BILL #	
Originating Department	Administration
Contact Person	Hil Kaman
Phone Number	425-257-8762
FOR AGENDA OF	Sept. 28, 2016

Initialed by:
Department Head
CAA
Council President

Location

Preceding Action
Council approved exclusive negotiating agreement for Supportive Housing with Catholic Housing Services on June 1, 2016

Attachments

Department(s) Approval
Administration

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

DETAILED SUMMARY STATEMENT:

This briefing is an update on the City's work with Catholic Housing Services to provide supportive housing for chronically homeless in our community, including:

- Brief summary of why the City is working to bring more supportive housing to Everett.
- Summary of steps already taken up to this point.
- Presentation by Catholic Housing Services of proposed 70-unit facility on City-owned property at Evergreen Way and Berkshire Drive.
- Summary of timeline and future Council actions.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Briefing by Climate Solutions on results of energy mapping and carbon wedge analysis.

9/28/16	Briefing	COUNCIL BILL #	
	Action	Originating Department	Planning
	First Reading	Contact Person	Karen Stewart
	Second Reading	Phone Number	425-257-7186
	Third Reading	FOR AGENDA OF	Sept. 28, 2016
	Public Hearing		

Initialed by:
Department Head
CAA
Council President

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
	Council approved a Professional Services Agreement with Climate Solutions on Jan. 6, 2016	Memo of Findings and Recommendations; Slide Presentation	Planning

Amount Budgeted	$30,000	
Expenditure Required	$30,000	
Budget Remaining	$7,000	
Additional Required	N/A	

DETAILED SUMMARY STATEMENT:

This briefing will summarize work completed since March 2016 regarding contract deliverables:

- Everett Energy Map for 2014
- Everett Carbon Wedge Analysis
- Consultant recommended actions

City of Everett

City Council

New Energy Cities

September 28, 2016

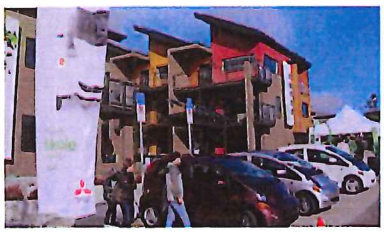
Climate Solutions
PRACTICAL SOLUTIONS TO GLOBAL WARMING

Agenda

- New Energy Cities/Stockholm Environment Institute
- Everett Energy Map
- Everett Carbon Wedge Analysis
- Q & A

Climate Solutions

STOCKHOLM ENVIRONMENT INSTITUTE



New Energy Cities: Partnership with Northwest cities to reduce carbon emissions by accelerating climate- smart, clean energy solutions:

- Ambitious goal-setting
- Carbon math
- Strategies to achieve carbon reduction goals
- Programs to reduce GHG in buildings, transportation, energy supply

JACKSON HOLE
ENERGY
SUSTAINABILITY
PROJECT
TOWN OF JACKSON
WYOMING
BOISE
CITY OF TREES
CLARK COUNTY, WASHINGTON
CITY OF
SHORELINE
Sun Valley
THURSTON
ENERGY
YOUR
PATHWAY
TO SAVINGS
CITY OF HILLSBORO
CITY OF KIRKLAND
WASHINGTON
VANCOUVER
WASHINGTON
CITY OF EDMONDS
INC. 1890
CITY OF
SPOKANE
EVERETT
City of
OLYMPIA
RE POWER
BAINBRIDGE
CITY OF
Albany
OREGON
KING COUNTY-Cities
CLIMATE COLLABORATION
CITY OF Salem
AT YOUR SERVICE
CITY OF
ISSAQUAH
SEAL OF TUKWILA WASHINGTON
1908
City of
Wenatchee
Beaverton
OREGON

Why pursue carbon reduction?

- Climate imperative & economic benefits
- Washington State Emission Reduction Goals
  - ✓ By 2020, reduce to 1990 levels
  - ✓ By 2035, reduce to 25% below 1990 levels
  - ✓ By 2050, reduce to 50% below 1990 levels
- Compliance with City of Everett Comprehensive Plan Policy 10.3
  - ✓ "The City should inventory community-wide GHG emissions, and develop an Everett Climate Action Plan that includes goals and recommended actions for community-wide GHG reductions, measures to adapt to the impacts of climate change, responsibility for implementation of the measures, and benchmarks and metrics for monitoring implementation of the plan."

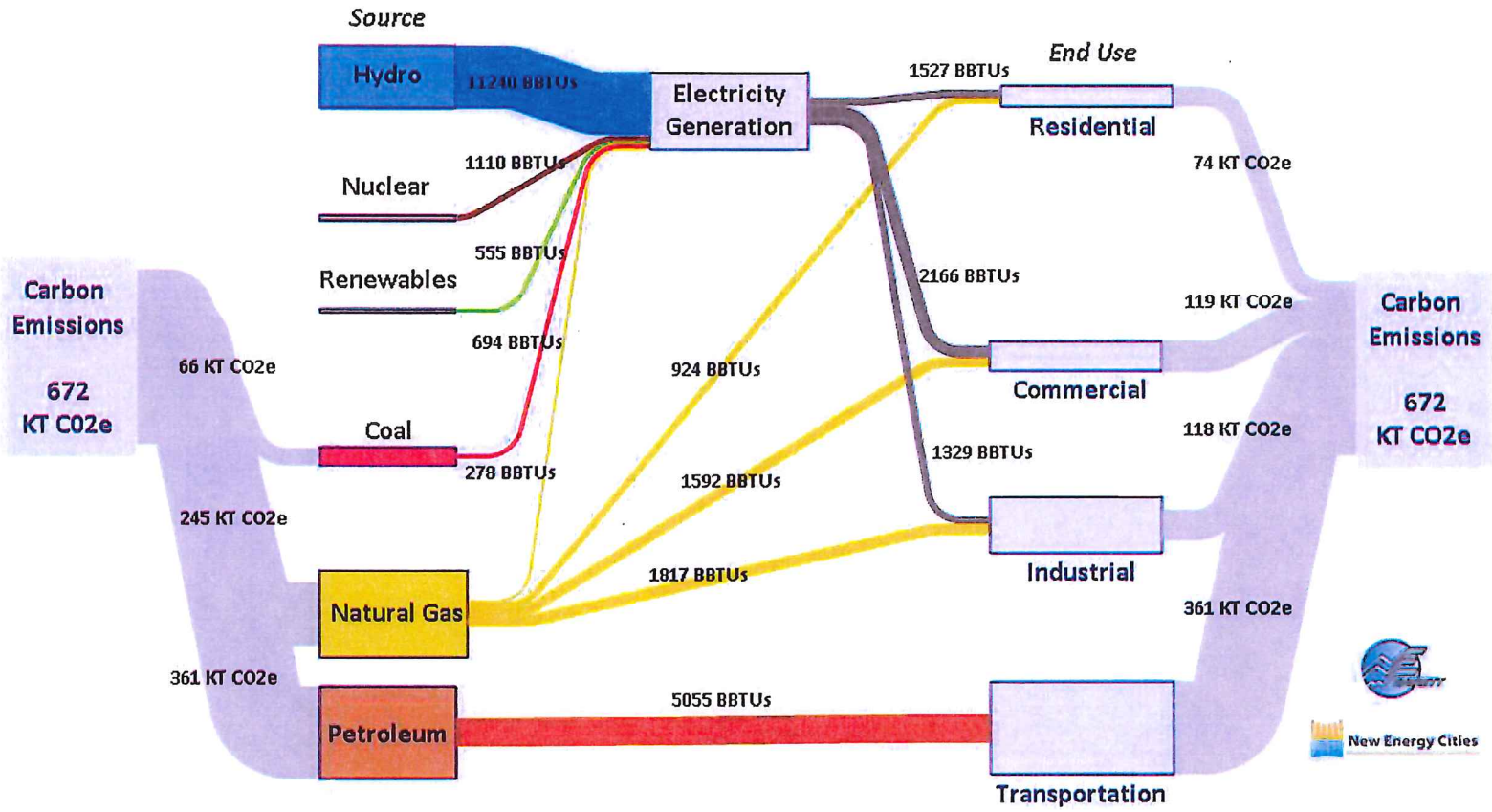
Key Data Sources for Energy Map & Carbon Wedge Analysis

Category	Measure/Assumption	Sources
Transportation	Vehicle miles traveled	Puget Sound Regional Council
Commercial, residential, industrial	Electricity consumption Natural gas consumption	Snohomish PUD Puget Sound Energy
Population growth	Projected population growth	City of Everett

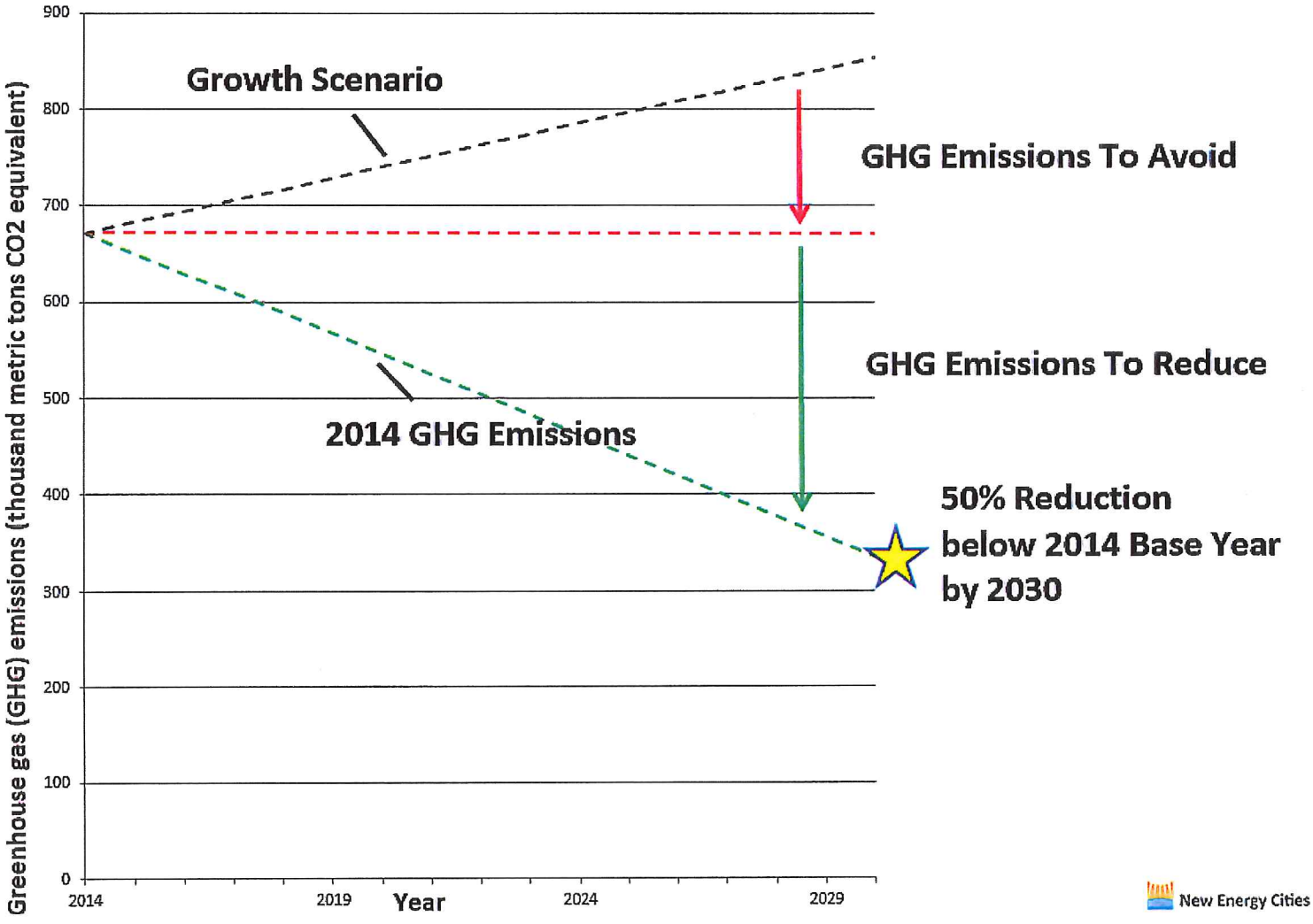
CITY OF SHORELINE

New Energy Cities

Everett 2014 Energy and Carbon Footprint

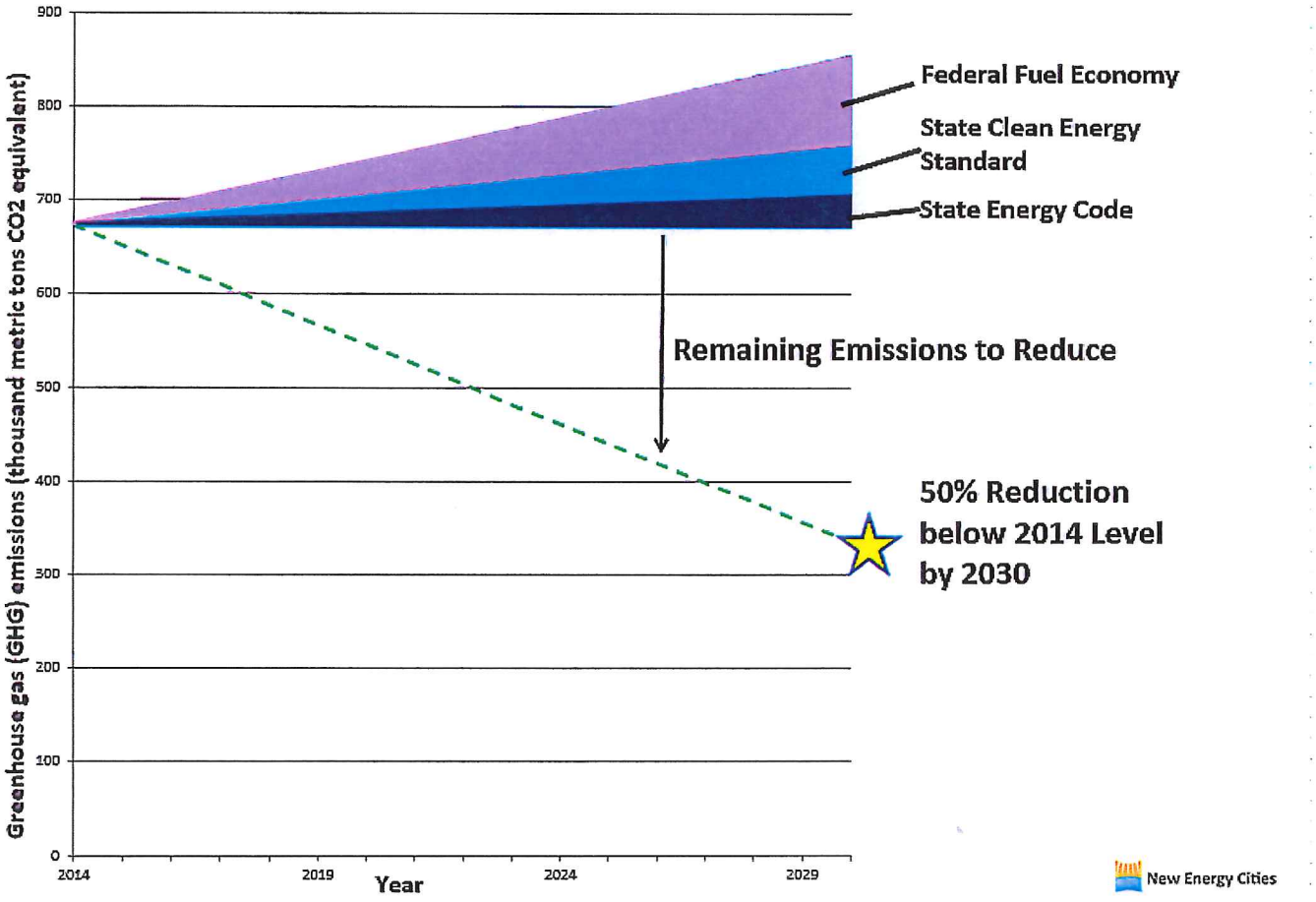


50 x 2030: What Will It Take?

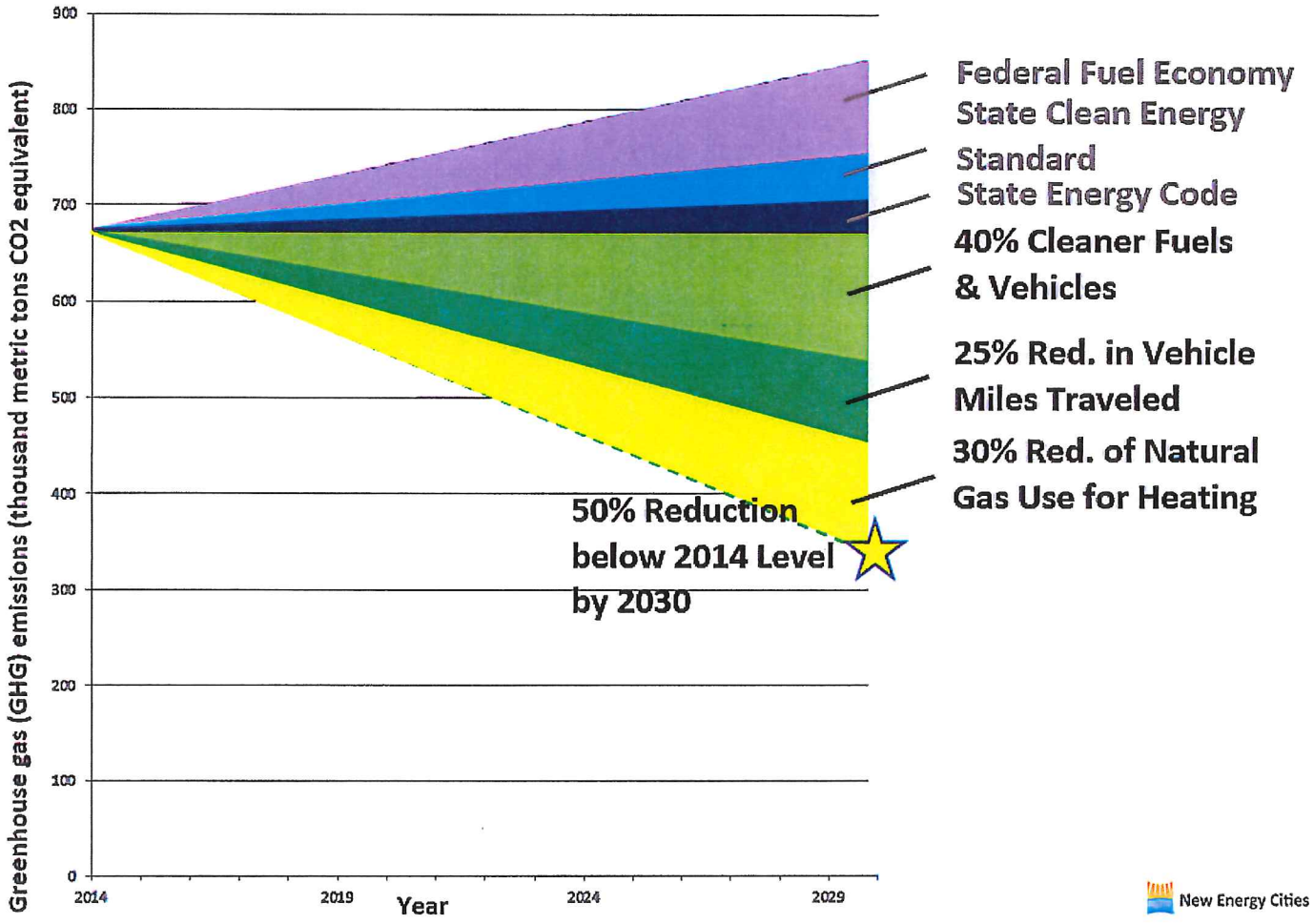


New Energy Cities

Impact of Federal and State Policies

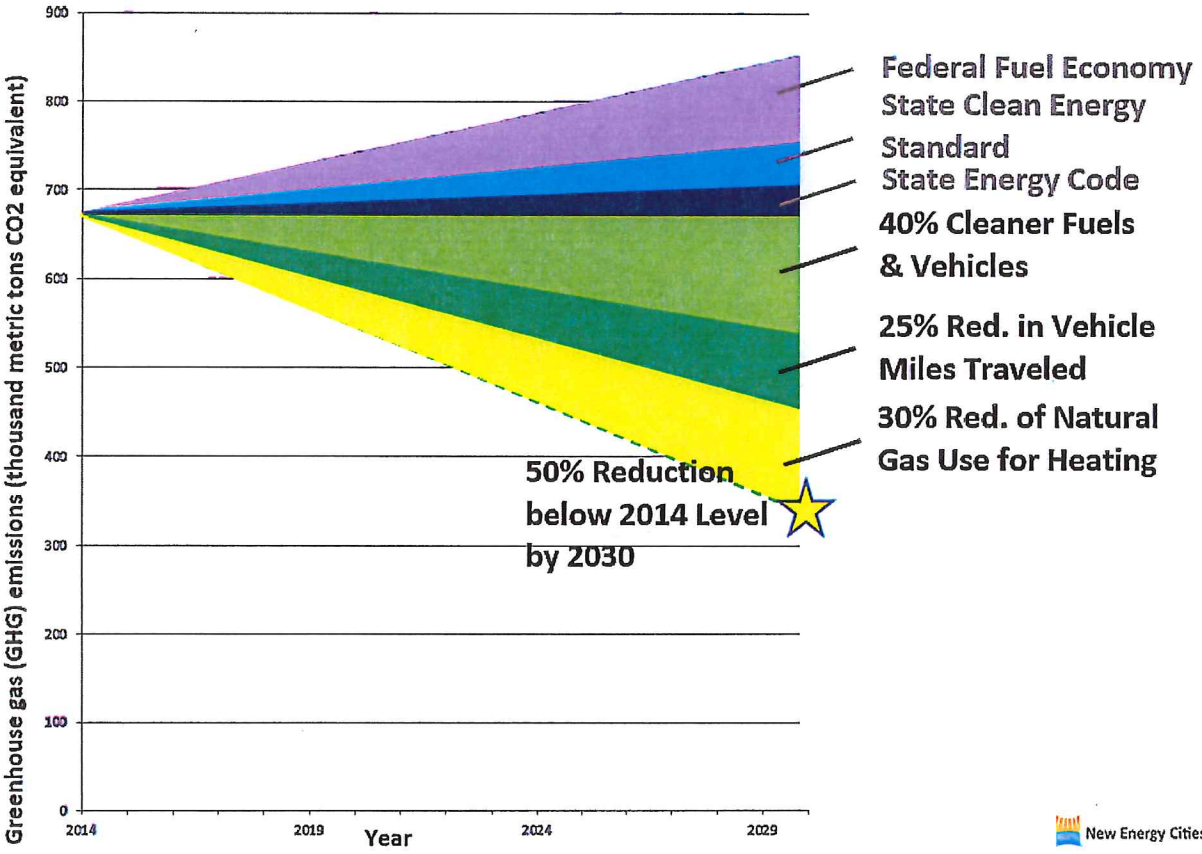


Potential Targets to Meet 50 x 2030 Goal



New Energy Cities

Cleaner Fuels and Vehicles

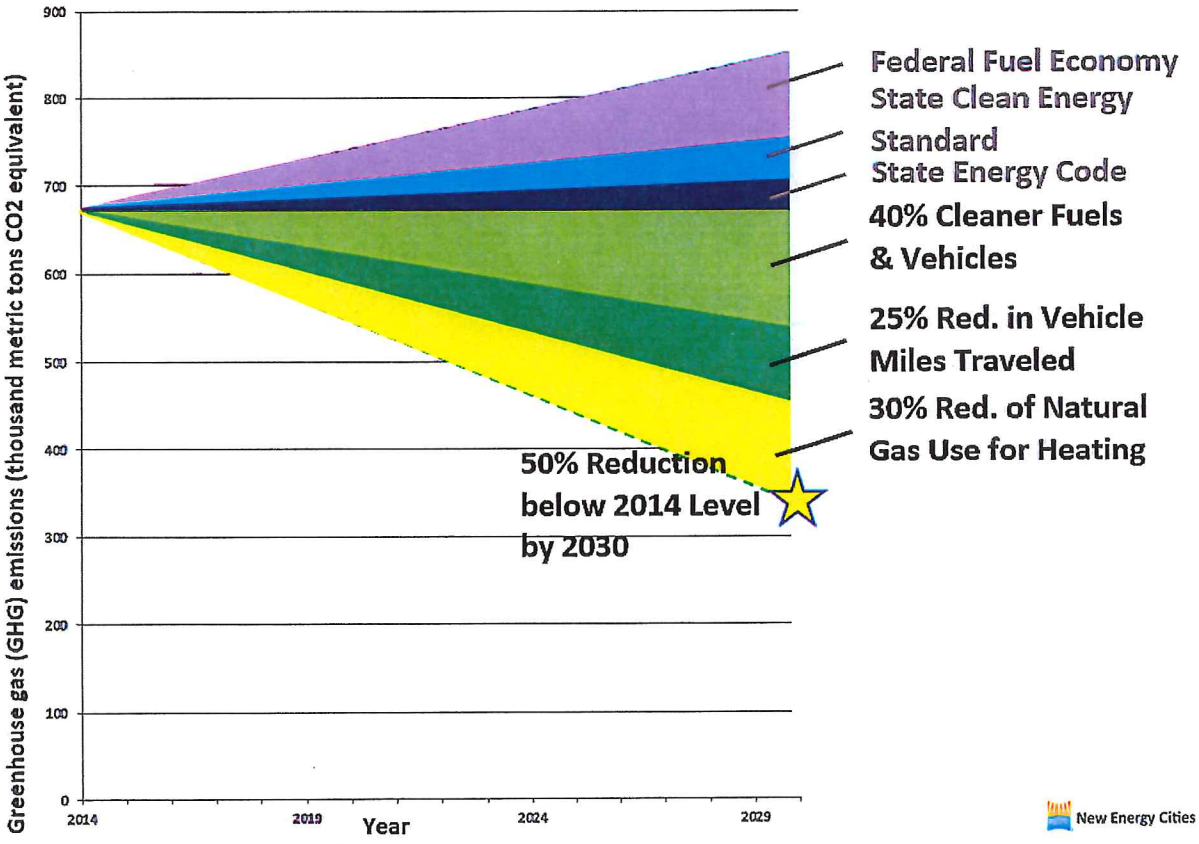


New Energy Cities

Potential Priority/First Action

- Partner with SnoPUD, Everett Transit, and Port of Everett on transportation electrification

Vehicle Miles Traveled Reduction

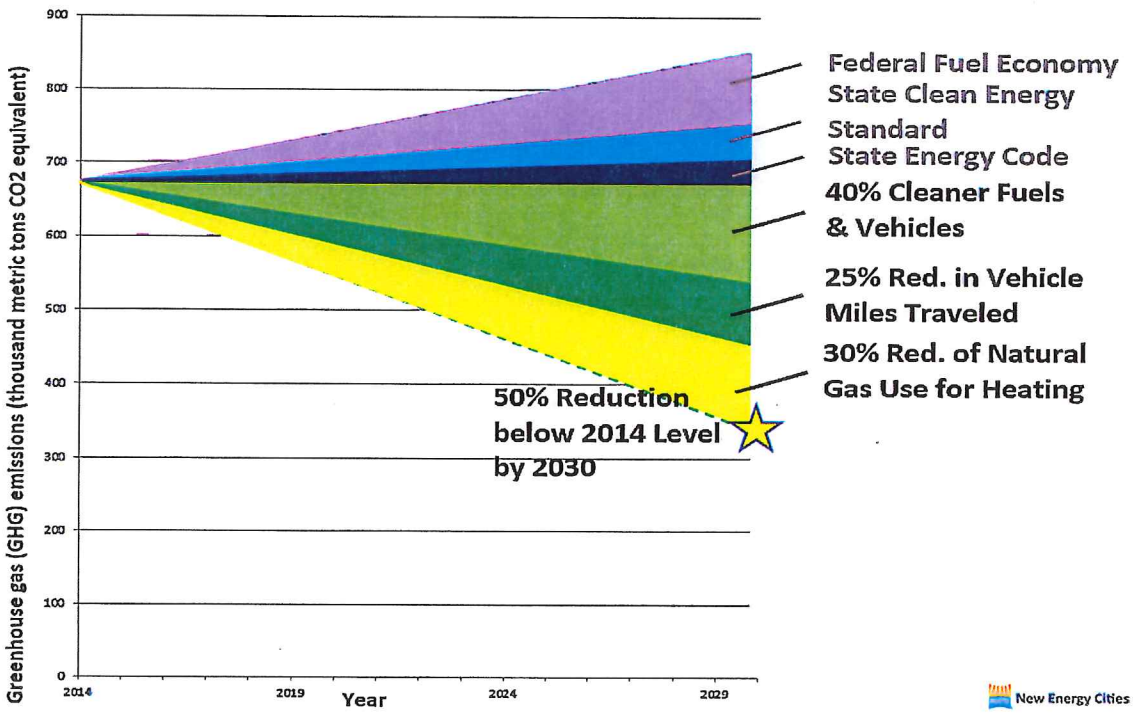


New Energy Cities

Potential Priority/First Action

- Enhance commute trip reduction (CTR) program, in partnership with State of Washington and local employers

Building Energy Efficiency/Natural Gas



Potential Priority/First Action

- Join Regional Code Collaboration, and adopt stretch energy codes
- Adopt building energy benchmarking requirements for public and commercial buildings, in partnership with Smart Buildings Center and State Department of Commerce

Summary of Findings

- Existing laws will bring important reductions, but they alone will not achieve the goal
- State, regional, and local levers of change are all essential—and available—to meet reduction goals
- Bold action, partnerships, and proactive planning are needed to meet ambitious carbon reduction targets

Achieving 50 x 2030 requires bold action and planning with a carbon reduction lens

Thank you!

Eileen V. Quigley, New Energy Cities
eileen@climatesolutions.org
(206) 454-3176

Derik Broekhoff, Stockholm Environment Institute
Derik.Broekhoff@sei-us.org
(206) 547-4000, X4#

Climate Solutions
PRACTICAL SOLUTIONS TO GLOBAL WARMING

Climate Solutions Mission

Accelerate ***practical, profitable*** solutions to global warming by:

- ✓ Galvanizing leadership
- ✓ Growing investment
- ✓ Bridging divides

GOAL: Make the Northwest a national and world leader in the clean energy economy

SEI STOCKHOLM ENVIRONMENT INSTITUTE

- International nonprofit research organization
- Environment and development issues from local to global policy levels for 25 years
- Combines scientific research with policy analysis
- Connects work to decision-makers and civil society
- Focuses on global governance, national public policy, regional cooperation, local planning, and the private sector

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

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

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

COUNCIL BILL #	CB 1609-38
Originating Department	Planning
Contact Person	Karen Stewart
Phone Number	(425) 257-7186
FOR AGENDA OF	9/28/16
	10/5/16
	10/12/16

Initialed by:
Department Head
CAA
Council President

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

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

DETAILED SUMMARY STATEMENT:

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

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

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The foregoing recitals are adopted as findings or conclusions as if set forth in full herein.

2. The proposed amendments are consistent with WAC 197-11-800(1).

3. The proposed code amendments meet the following requirements listed in WAC 197-11-800(c) which are necessary to raise the exempt levels:

    a. Provide documentation that the requirements for environmental analysis, protection, and mitigation for impacts to elements of the environment have been adequately addressed for the development exempted.
    b. Describe the notice and comment opportunities for the public, affected tribes, and agencies regarding permitting of development projects included in the increased exemption levels.
    c. Before adopting the ordinance, provide a minimum of sixty day notice to affected tribes, agencies with expertise, affected jurisdictions, the Washington State Department of Ecology, and the public and provide an opportunity for comment.
    d. Provide documentation describing how specific adopted development regulations and applicable state and federal laws provide adequate protections for cultural and historic resources when exemption levels are raised.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

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

20.04.130 Flexible thresholds for categorical exemptions.

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

A. For residential dwelling units in WAC 197-11-800(1)(b)(i): up to four dwelling units;

B. For agricultural structures in WAC 197-11-800(1)(b)(ii): up to ten thousand square feet;

C. For office, school, commercial, recreational, service or storage buildings in WAC 197-11-800(1)(b)(iii): up to four thousand square feet and up to twenty parking spaces;

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

E. For landfills and excavations in WAC 197-11-800(b)(v): up to five hundred cubic yards.

Is hereby amended to read as follows:

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

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

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

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

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

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

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

B. The following types of projects shall be exempt:

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

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

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

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

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

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

C. Public Notice.

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

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

20.04.140 Categorical exemptions—Infill development.

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

1. Residential use and its required off-street parking: up to one hundred dwelling units;

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

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

Is hereby amended to read as follows:

20.04.140 Categorical exemptions—Infill development.

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

1. Residential use and its required off-street parking: up to one hundred dwelling units;

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

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

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

15.24.080 Review Process II—Administrative decisions.

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

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

B. Posting additional signs if the project is a linear project, as specified by Section 15.24.190;

C. Mailing notice to owners of property located within one hundred fifty feet of the subject property;

D. Mailing notice to the SEPA mailing list (unless the project is categorically exempt); and

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

Is hereby amended to read as follows:

15.24.080 Review Process II—Administrative decisions.

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

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

B. Posting additional signs if the project is a linear project, as specified by Section 15.24.190;

C. Mailing notice to owners of property located within one hundred fifty feet of the subject property;

D. Mailing notice to the SEPA mailing list (unless the project is categorically exempt); and

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

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

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

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

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

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

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

_____
Ray Stephanson, Mayor

ATTEST:

_____
CITY CLERK

Passed:_____

Valid:_____

Published:_____

Effective Date:_____

Maximum SEPA Categorical Exemption Thresholds

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

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

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

Summary of City of Everett Regulations Addressing SEPA Elements

July 15, 2016

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

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

PLANNING COMMISSION RESOLUTION NO. 16-09

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

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

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

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

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

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

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

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

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

1. The proposed amendment is consistent with WAC 197-11-800(1); and

2. Impacts from development will be addressed through City of Everett development regulations and detailed design standards with the City authority to impose mitigation as permit conditions without a SEPA threshold determination; and

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

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

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

Planning Commission Chair

Planning Commission Secretary

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

Against: None

Absent: Commissioner Dunn, Commissioner Beck, and Commissioner Adams

Abstain: None

EXHIBIT A

Article III. Categorical Exemptions

20.04.130 Categorical exemptions—Minor new construction.

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

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

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

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

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

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

B. The following types of projects shall be exempt:

1. The construction or location of no more than thirty (30) single-family dwelling units.

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

3. The construction of a barn, loafing shed, farm equipment storage building, produce storage or packing structure, or similar agricultural structure, covering no more than forty thousand (40,000) square feet and to be used only by the property owner or his or her agent in the conduct of farming the property. This exemption shall not apply to feed lots.

4. The construction of an office, school, commercial, recreational, service or storage building with no more than thirty thousand (30,000) square feet of gross floor area and with associated parking facilities designed for no more than ninety (90) automobiles. This exemption includes parking lots for no more than ninety (90) automobiles not associated with a structure.

5. Any fills or excavations of no more than one thousand (1,000) cubic yards throughout the total lifetime of the fill or excavation and any excavation, fill or grading necessary for an exempt project in (1), (2), (3), or (4) of this subsection.

C. Public Notice.

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

20.04.140 Categorical exemptions—Infill development.

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

1. Residential use and its required off-street parking: up to one hundred dwelling units;

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

B. Review Process.

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

15.24.080 Review Process II—Administrative decisions.

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

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

B. Posting additional signs if the project is a linear project, as specified by Section 15.24.190;

C. Mailing notice to owners of property located within one hundred fifty feet of the subject property;

D. Mailing notice to the SEPA mailing list (unless the project is categorically exempt); and

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

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

Memo

To: City of Everett Planning Commission

From: Karen Stewart, AICP, Environmental Planner

Date: July 18, 2016

Subject: SEPA flexible exemptions – Proposed Zoning Code Amendment

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

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

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

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

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

Public Notice of Pending Actions

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

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

15.16.060 Action taken.

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

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

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

Requested Action

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

Article III. Categorical Exemptions

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

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

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

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

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

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

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

B. The following types of projects shall be exempt:

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

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

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

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

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

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

C. Public Notice.

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

20.04.140 Categorical exemptions—Infill development.

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

1. Residential use and its required off-street parking: up to one hundred dwelling units;

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

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

15.24.080 Review Process II—Administrative decisions.

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

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

B. Posting additional signs if the project is a linear project, as specified by Section 15.24.190;

C. Mailing notice to owners of property located within one hundred fifty feet of the subject property;

D. Mailing notice to the SEPA mailing list (unless the project is categorically exempt); and

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

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

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

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

	Briefing	COUNCIL BILL #	CB1609-37
	Proposed Action	Originating Department	Finance
	Consent	Contact Person	Susy Haugen
	Action	Phone Number	425-257-8612
09/21/16	First Reading	FOR AGENDA OF	Sept. 21, 2016
09/28/16	Second Reading		Sept. 28, 2016
10/05/16	Third Reading		October 5, 2016
	Public Hearing		
	Budget Advisory		

Initialed by:
Department Head
CAA
Council President

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

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

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

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

RECOMMENDATION (Exact action requested of Council):
Adopt an ordinance approving the appropriations of the 2016 revised City of Everett budget and amending Ordinance No. 3503-16.

ORDINANCE NO. _____

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

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

WHEREAS, the applications of funds have been identified;

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

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed:
Valid:
Published:
Effective Date:

2016 BUDGET ADJUSTMENTS for Budget Amendment # 3

General Government Amendments

	Fund	Description	Increase/(Decrease) Revenues	Expenditures	Ending Fund Balance
GGA-28	Planning	Historic Preservation Grant	15,000	15,000	-
GGA-29	Police	Bulletproof vest grant	24,072	24,072	-
GGA-30	Engineering	Staffing adjustments		116,282	(116,282)
GGA-31	Library	Librarian I		13,300	(13,300)
GGA-32	Multiple Funds	Labor reduction for vacant positions		(1,860,000)	-
GGA-32	Non-Departmental	Slow roll labor adjustment		1,860,000	-
GGA-33	General Fund	Property tax- refund levy	341,000		341,000
		Total General Government Amendments	**380,072**	**168,654**	**211,418**

Non-General Government Amendments

	Fund	Description	Increase/(Decrease) Revenues	Expenditures	Ending Fund Balance
NGA-13	CIP 4	South Library Expansion Project		600,000	(600,000)
NGA-14	Motor Vehicle Division	Vehicle Purchases		161,000	(161,000)
NGA-15	EMS	Professional Services and Vehicle Purchase		443,200	(443,200)
NGA-16	Police	FY16 Byrne Memorial JAG grant	45,593	45,593	-
		Total Non-General Government Amendments	**45,593**	**1,249,793**	**(1,204,200)**
		Total General and Non-General Government Amendments	**425,665**	**1,418,447**	**(992,782)**

2016
Budget Adjustments
Tally Sheet

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

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

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

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

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

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

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

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

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

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

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

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

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

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

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

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

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

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

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

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

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT A

2016
Budget Adjustments
Tally Sheet

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

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

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

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

ATTACHMENT A

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

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

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

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

Initialed by:
Department Head _____
CAA db
Council President _____

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

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

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

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

The funding sources for this project were:

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

RECOMMENDATION (Exact action requested of Council):
Adopt an Ordinance closing a special improvement project entitled, "SR99/Evergreen Way BRT Project," Fund 303, Program 081, as established by Ordinance No. 3101-08.

ORDINANCE NO. _____

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

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

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

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

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1:

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

Section 2:

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

A. Expenses

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

B. Source of Funds

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

Section 3:

There are no financial transactions remaining.

RAY STEPHANSON, MAYOR

ATTEST:

CITY CLERK

Passed:

Valid:

Published:

Effective:

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

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

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

COUNCIL BILL #	CB1609-40
Originating Department	Public Works
Contact Person	Ryan Sass
Phone Number	(425) 257-8942
FOR AGENDA OF	Sept. 28, 2016

Initialed by:
Department Head _____
CAA _____
Council President _____

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

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

DETAILED SUMMARY STATEMENT:

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

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

The funding sources for this project were:

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

RECOMMENDATION (Exact action requested of Council):

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

ORDINANCE NO. _____

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

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

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

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

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1:

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

Section 2:

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

A. Expenses

Design and Construction	$ 650,740	
Total Expenses		$ 650,740

B. Source of Funds

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

Section 3:

There are no financial transactions remaining.

RAY STEPHANSON, MAYOR

ATTEST:

CITY CLERK

Passed:

Valid:

Published:

Effective:

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

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

	Briefing	COUNCIL BILL #	CB1609-41
	Proposed Action	Originating Department	Facilities / Real Property
	Consent	Contact Person	Mike Palacios
	Action	Phone Number	425-257-8938
9/28/16	First Reading	FOR AGENDA OF	September 28, 2016
10/5/16	Second Reading		October 5, 2016
10/12/16	Third Reading		October 12, 2016
	Public Hearing		

Initialed by:
Department Head
CAA dl
Council President

Location
3003 Colby Avenue – Southeast corner of Colby Avenue and Wall Street

Preceding Action
12/29/10 Funding Ordinance

Attachments
Closing Ordinance

Department(s) Approval
Administration, Legal, Facilities/Real Property

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

DETAILED SUMMARY STATEMENT:

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

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

RECOMMENDATION (Exact action requested of Council):

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

ORDINANCE NO. _____

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

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

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

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

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

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

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

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

EXPENSES

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

CITY OF EVERETT

_____

Ray Stephanson, Mayor

Attest:

_____

Sharon Fuller, City Clerk

Passed:

Valid:

Published:

RESOLUTION NO._____

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

That the claims against the City of Everett for the period September 10, 2016 through September 16, 2016 having been audited and approved, have been paid and the disbursements have been made against the proper funds in payment thereof, as follows:

Fund	Department	Amount
001	City Council	1,969.50
002	General Government	1,184.00
003	Legal	4,297.13
004	Administration	5,933.33
005	Municipal Court	2,044.63
007	Human Resources	652.65
009	Misc Financial Funds	554,282.15
010	Finance	730.83
015	Information Technology	84.25
021	Planning & Community Dev	305.74
024	Public Works -Engineering	323.59
026	Animal Shelter	1,278.18
027	Senior Center	1,244.00
031	Police	1,835.07
032	Fire	4,196.48
038	Facilities/Maintenance	3,213.38
	TOTAL GENERAL FUND	**583,574.91**

Fund	Department	Amount
101	Parks & Recreation	28,157.38
110	Library	15,063.93
112	Community Theater	3,147.77
120	Public Works-Streets	4,046.46
138	Hotel/Motel Tax	13,000.00
146	Property Management	1,302.34
149	Senior Center Reserve	42.40
152	Cum Reserve-Library	550.00
153	Emergency Medical Services	46,656.53
156	Criminal Justice	3,687.50
159	Transportation Benefit District	20.00
197	CHIP Loan Program	20,324.30
303	PW Improvement Projects	141.38
336	Water & Sewer Sys Improv Project	26,826.25
338	Solid Waste Improvements	2,615.78
401	Public Works-Utilities	176,995.94
402	Solid Waste Utility	771.36
425	Public Works-Transit	100,495.05
440	Golf	46,712.72
501	MVD-Transportation Services	69,156.40
503	Self-Insurance	15,491.21
505	Computer Reserve	35,997.98
637	Police Pension	3,876.27
638	Fire Pension	5,099.32

TOTAL CLAIMS **1,203,753.18**

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

Fund	Department	Amount
002	General Fund	$ 205,357.45
101	Park	62,715.37
110	Library	6,028.23
112	Community Theater	6,423.70
120	Streets	10,487.14
126	Moter Vehicle/Equip Repl	228.85
145	ESCROQ	25.00
146	Parking Lot Reserve	2,882.97
148	Municipal Art Fund	339.16
149	Senior Center Reserve	2,079.80
151	Animal Reserve	7,525.38
152	Library Reserve	60.88
153	EMS	7,473.77
156	Criminal Justice	6,402.25
210	General Obligation Bond Debt Serv	23,120.67
308	Riverfront Development	556.46
336	Water/Sewer System Imrpov	322.26
401	Utilities	262,107.92
402	Solid Waste Utility	6,646.60
425	Transit	19,462.59
430	Everpark Garage	4,494.58
440	Golf	173,542.00
501	Transportation Services	121,954.81
505	Computer Reserve Fund	1,248.00
507	Telecom	16,724.39
508	Health Benefits Reserve	1,013,674.26
637	Police Pension	47,538.64
638	Fire Pension	60,787.60
661	Payroll Withholding	4,921,527.81
TOTAL CLAIMS BY ELECTRONIC TRANSFER		**$ 6,991,738.54**

_____
Councilmember Introducing Resolution

Passed and approved this _____ day of _____, 2016

_____
Council President

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Street Closure – Making Strides against Breast Cancer 5K Walk/Run

_____	Briefing	COUNCIL BILL #	
_____	Proposed Action	Originating Department	City Clerk
_____	Consent	Contact Person	Anna Pankevich
_____	Action	Phone Number	(425)257-8614
_____	First Reading	FOR AGENDA OF	Sept. 28, 2016
_____	Second Reading		
_____	Third Reading		
_____	Public Hearing		

Initialed by:
Department Head _____
CAA _____
Council President _____

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
West Marine View Drive		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 American Cancer Society is requesting the closure of West Marine View Drive on October 15, 2016, 6 a.m. to 2 p.m., for the Making Strides against Breast Cancer 5K Walk/Run.

RECOMMENDATION (Exact action requested of Council):
Authorize the closure of West Marine View Drive on October 15, 2016, 6 a.m. to 2 p.m., for the Making Strides against Breast Cancer 5K Walk/Run, sponsored by the American Cancer Society.

Special Event Application

Special Event Application

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

RECEIVED
SEP 01 2016
CITY OF EVERETT
City Clerk

Event Type

☐ Street Closure ☐ Parade ☑ Walk/Run ☐ Other

Event Date	Start Time	End/Closure Time
10/15/2016	6:00 AM	2:00 PM

Location of Event

Port of Everett - Jetty Island Landing Park

Event Description

The American Cancer Society's Making Strides Against Breast Cancer 5K Walk/Run unites communities with a shared determination to help free the world from the pain and suffering of breast cancer by raising money that provide funds to patient services, prevention/early detection, and cancer research.

Sponsoring Organization

The American Cancer Society

Address1

3120 McDougall Ave, Suite 100

City	State	Zip
Everett	WA	98201

Contact First Name	Contact Last Name	Contact Phone Number
Chavvahn	Gade	425-404-2235

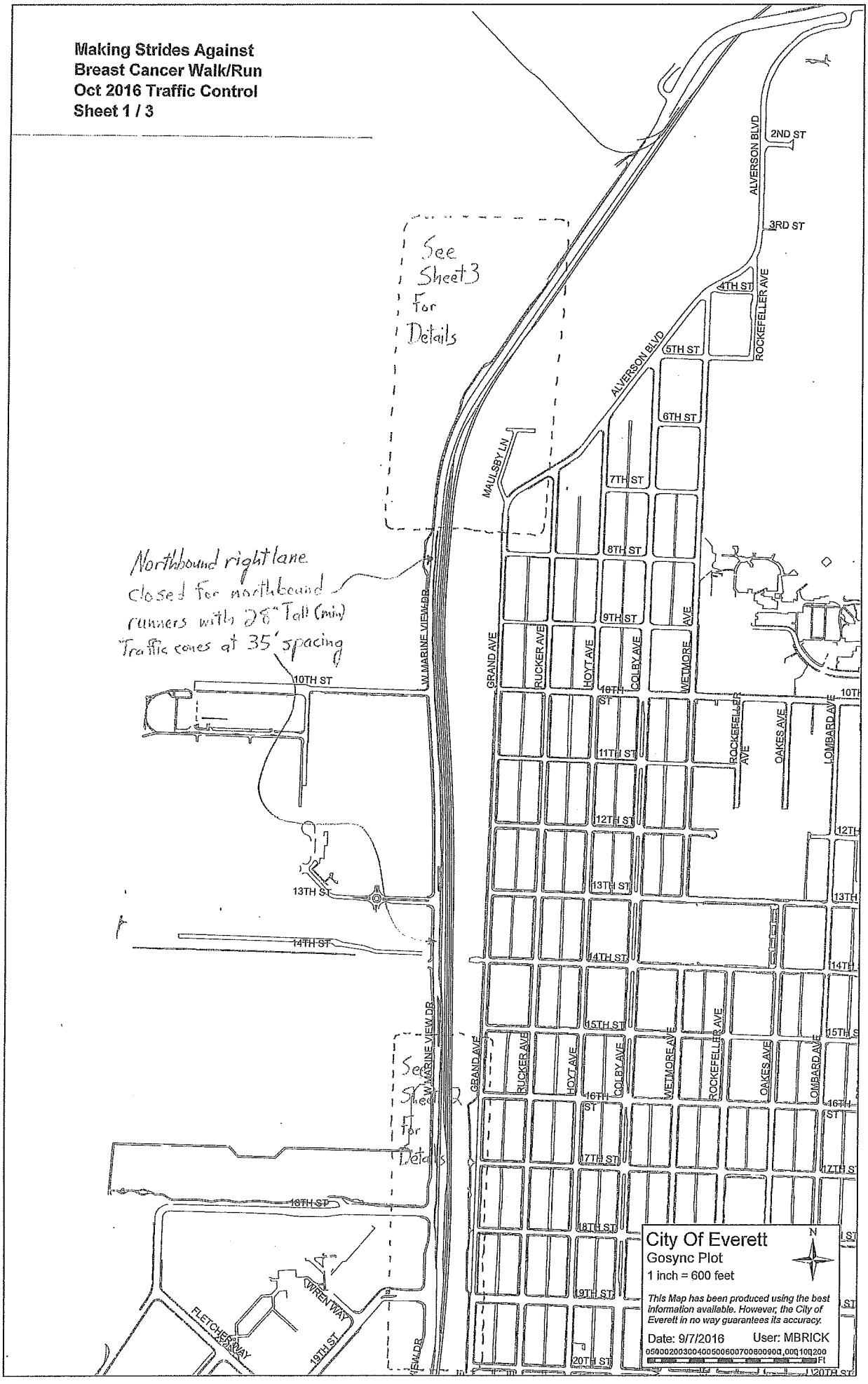
Approximate # of participants

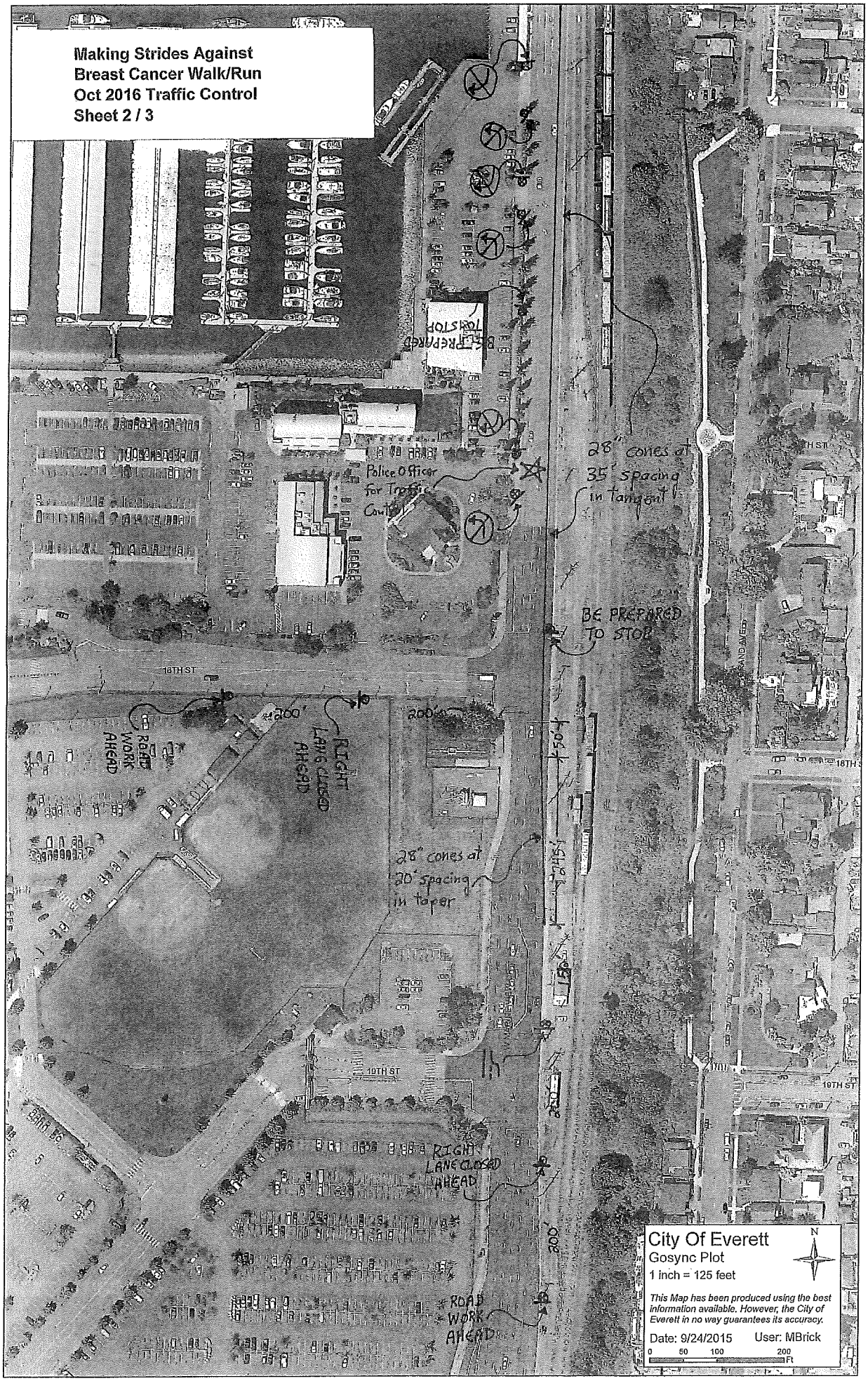
Making Strides Against Breast Cancer
October 2016 Traffic Control Device Inventory

Quantity	MUTCD Sign #	Sign Description
4	W3-4	BE PREPARED TO STOP
1	W4-2L	Symbolic MERGE LEFT
3	W20-1	ROAD WORK AHEAD
2	W20-5R	RIGHT LANE CLOSED AHEAD
1	W20-7	Symbolic FLAGGER
3	R3-1	Symbolic NO RIGHT TURN
3	R3-2	Symbolic NO LEFT TURN

Quantity	Channelizing Devices
175	28" Tall Traffic Cones (taller delineators meeting MUTCD requirements are also acceptable)

Making Strides Against
Breast Cancer Walk/Run
Oct 2016 Traffic Control
Sheet 1 / 3




Making Strides Against
Breast Cancer Walk/Run
Oct 2016 Traffic Control
Sheet 2 / 3
28" cones at
35' spacing
in tangent
Police Officer
for Traffic
Control
BE PREPARED
TO STOP
18TH ST
19TH ST
ROAD
WORK
AHEAD
200'
RIGHT
LANE CLOSED
AHEAD
28" cones at
30' spacing
in taper
150'
RIGHT
LANE CLOSED
AHEAD
ROAD
WORK
AHEAD
City Of Everett
Gosync Plot
1 inch = 125 feet
This Map has been produced using the best information available. However, the City of Everett in no way guarantees its accuracy.
Date: 9/24/2015
User: MBrick
0 50 100 200 Ft
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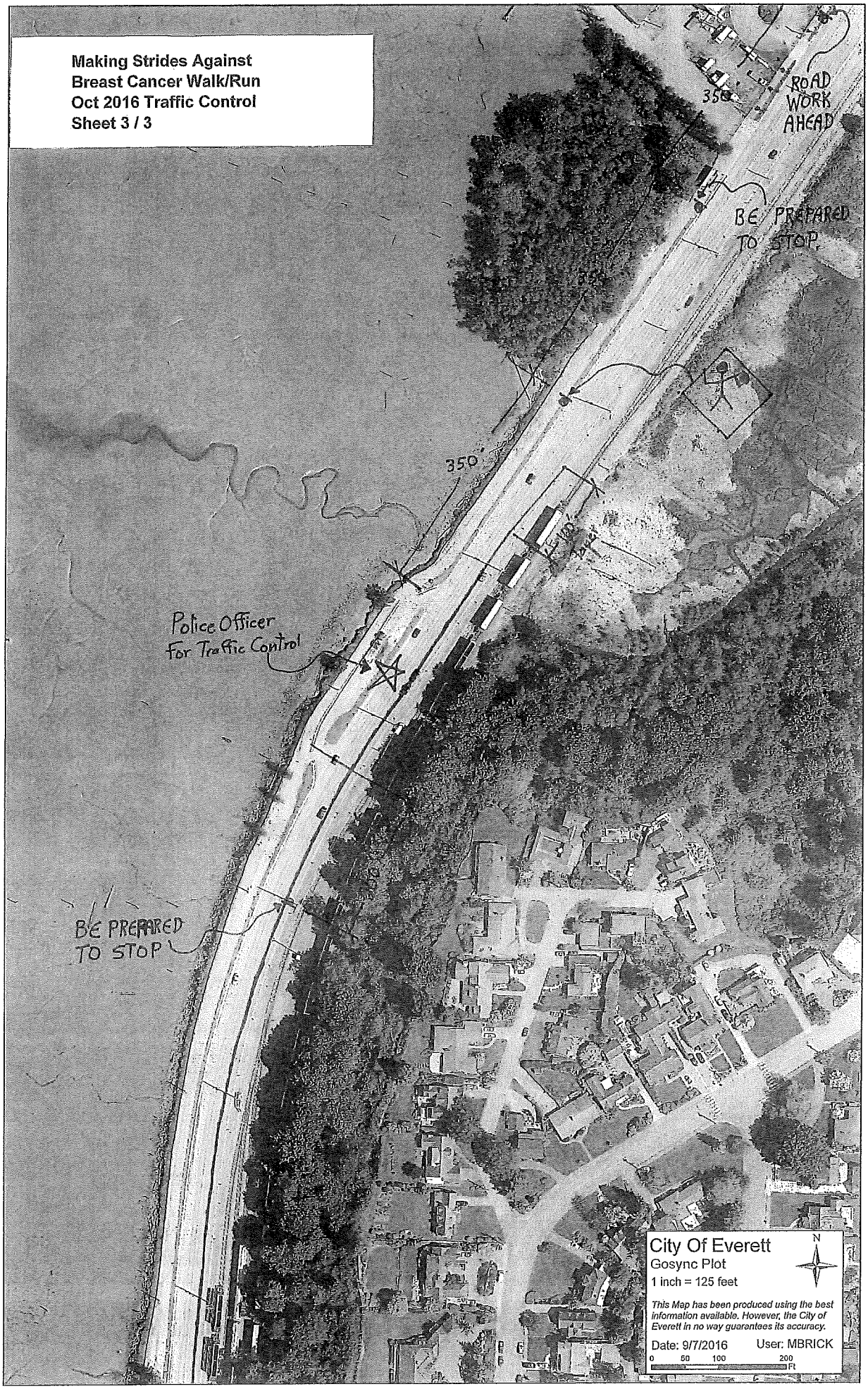
Making Strides Against
Breast Cancer Walk/Run
Oct 2016 Traffic Control
Sheet 3 / 3



EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Call for Bids for the Construction of 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
Contact Person	Richard Hefti
Phone Number	425-257-7215
FOR AGENDA OF	Sept. 28, 2016

Initialed by:
Department Head
CAA
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 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 that funds projects that reduce the adverse impacts and losses caused by natural hazard events such as earthquakes on critical assets. The grant funding towards this project consist of up to $674,133 of Federal funds and up to $112,355 of State funds. The City will provide the remaining funding, which at this time 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 hiring a design consultant for $185,400 leaving the remaining budget after advertising to be $812,600.

RECOMMENDATION (Exact action requested of Council):

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

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Agreement to allow the Court to utilize an on-line interpreter management service and program named 1Lingua.

	Briefing	COUNCIL BILL #	
	Proposed Action	Originating Department	
	Consent	Contact Person	Katie Traenkenschuh
		Phone Number	7052
X	Action	FOR AGENDA OF	9/28/16
	First Reading		
	Second Reading		
	Third Reading		
	Public Hearing		
	Budget Advisory		

Initialed by:
Department Head
CAA
Council President

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

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):005 50100001410
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The Court participated in a pilot program with e-interpreters (1Lingua) in 2012 to help test their product and assist the court in managing interpreter services. The Court would now like to utilize their on-line interpreter management program. The program can provide interpreting services in person as well as via telephone. There is a basic fee of $50 per month for the service.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the agreement with 1Lingua to allow the Court to utilize an on-line interpreter management program.

AGREEMENT/CONTRACT ROUTING COVERSHEET

To: Clerk's Office
Date: 9/19/2016
From: Katie Traenkenschuh
Department: Municipal Court
RE: Documents for Mayor's Signature
Expedite: Yes ☐ No ☑

TO BE COMPLETED BY DEPARTMENT:

Project Title/Description of Service:	Agreement to utilize an on-line Interpreter Management Service
Project Manager:	
Contractor/Vendor/Agency:	1Lingua
Council Approval Date (if applicable):	
Contract End Date:	
Amendment/Supplemental/Change Order #:	
Public Works WO Number / GL Code:	
Tracking # (federal, state, county, etc.):	
Total Compensation Amount:	

1 Number of copies attached

PLEASE SELECT THE DOCUMENT TYPE:

- ☑ 1) Professional Services (PSA, Performer, etc.)
- ☐ 2) Grants (Applications, Human Needs, etc.)
- ☐ 3) Interlocal / Interagency
- ☐ 4) Lease / Use of Property
- ☐ 5) Purchase Agreement
- ☐ Other: _____
- ☐ 6) Technology (IT, Telecom, Software)
- ☐ 7) Capital Contracts (Construction)
- ☐ 8) Real Property (Deeds, Easements, Covenants, etc.)
- ☐ 9) JOC / Small Works
- ☐ 10) Amendments / Change Orders

Previous Action (if any):

Any changes to the standard legal form: Yes ☐ No ☑

Legal Approval (If applicable, who approved in Legal?) Jim Iles

Project Description:

On-line Interpreter Management Service

Routing (for department use):

Project Manager		
Manager	Katie Traenkenschuh	
Department Head	Judge Van Slyck	

TO BE COMPLETED BY CLERK'S OFFICE/LEGAL/ADMIN:

DISTRIBUTION:

____ City Attorney
____ CAO/CFO D. Bryant
____ Mayor Stephanson

Routing date: _____

Date signed by Mayor: _____

e-interpreters
Statement of Work
Full Use of the 1Lingua System

Client:

Name: City of Everett Municipal Court
Address: 3028 Wetmore Ave.
Everett, WA 98201
Telephone: 425-257-8778
Email Municipal_Court@ci.everett.wa.us

Description of the subscription of the City of Everett Municipal Court (the "Client") to **e-interpreters**' interpreter management system 1Lingua Version 2.37.11 (the "Service"):

e-interpreters shall commence Service with the Client, as follows:

1. **e-interpreters** shall provide full access to all the functioning features of the Service to Client's administrators and all users that the Client deems appropriate;

2. **e-interpreters** shall provide 24/7/365 support to Client and registered interpreters;

3. Fees: Fees for services as described in Appendix A of this SOW, will be adjusted every month, based upon the number of encounters for the previous month;

e-interpreters, by:

Eduardo Zaldibar
President

Date

Client, by:

Ray Stephanson
City of Everett Mayor

Date

Client, by:

James D. Iles
City of Everett Attorney

Date

Client, by:

Katie M. Traenkenschuh
Court Administrator
City of Everett Municipal Court

Date

MASTER SERVICES AGREEMENT

This agreement ("Agreement") between **1Lingua LLC** dba **e-interpreters**, a Washington State Limited Liability Company located at 9024 W Mall Dr. Everett, WA, 98208-2100 ("**e-interpreters**") and City of Everett Municipal Court, a Washington State Court located at 3028 Wetmore Ave., Everett, WA 98201 ("Client"), is effective as of the date executed by the parties.

RECITALS

Client desires to engage **e-interpreters** to provide Client access to the current version of **e-interpreters**' online interpreter management services and program named 1Lingua ("Service") pursuant to the terms set forth in this Agreement and its attached statement of work ("SOW"), and **e-interpreters** desires to be engaged by Client on such terms and conditions.

AGREEMENT

1. **RETENTION OF E-INTERPRETERS; SERVICES TO BE PERFORMED.** Client retains **e-interpreters** to provide access to the Service as set forth in this Agreement and any attached SOW, incorporated by this reference. **e-interpreters** shall have the discretion to assign its employees and independent contractors to perform under this Agreement as necessary and appropriate.

2. **INDEPENDENT CONTRACTOR; NO AGENCY**. In performing under this Agreement, **e-interpreters** will act as an independent contractor with respect to Client. The parties do not intend to enter into a joint venture, partnership or employment arrangement by entering into this Agreement.

   2.1. CONTROL AND EQUIPMENT. In performing under this Agreement, **e-interpreters** agrees to provide its own equipment, tools and materials. **e-interpreters** shall perform under this Agreement in a timely manner, with the highest degree of professionalism and utilizing **e-interpreters**' expertise and creative talent, consistent with industry standards, and at a location, place and time which **e-interpreters** deems appropriate. **e-interpreters** may enter into any contract with other entities, except any contract which would induce **e-interpreters** to violate this Agreement.

   2.2. TAXES AND LABOR LAWS. e-interpreters shall have full responsibility for applicable withholding taxes for all compensation paid to **e-interpreters** by Client, and for compliance with all applicable labor and employment requirements with respect to **e-interpreters**' business organization and **e-interpreters**' agents, partners, independent contractors and employees, if any, including state worker's compensation insurance coverage requirements and any U.S. immigration visa requirements. Any and all employees of **e-interpreters**, while engaged in the performance of any work or service required of **e-interpreters** under this Agreement, shall be considered employees of **e-interpreters** only and not of Client, and any and all claims that may or might arise under the Workers' Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of **e-interpreters** or **e-interpreters**' employees while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of **e-interpreters**. **e-interpreters** hereby agrees to indemnify, defend, and hold Client harmless from any liability for, or assessment of, any claims or penalties with respect to such withholding taxes, labor, or employment requirements, including any liability for, or assessment of, withholding taxes imposed on Client by the relevant taxing authorities with respect to any compensation paid to **e-interpreters** or **e-interpreters**' agents, partners, or its employees or contractors.

3. **FEES AND BILLING.** Services provided by e-interpreters to Client will be billed as set forth in Appendix A of the SOW ("Fees"). Payment on an invoice is considered past due if not received by the 30th day of the month following the invoice. Finance charges of 1% per month will be applied to all past due invoices.

4. **INTERPRETERS' FEES.** The use of the Service is free for all interpreters that provide ASL or spoken interpreter services for any and all Washington State Courts.

5. **TERM AND TERMINATION.** Subject to the provisions of this section, either party may terminate this Agreement or a specific project under a SOW with 30 business days' written notice to the other party. Either party may terminate this Agreement immediately in the case of the other party's willful or persistent material breach of this Agreement. Upon termination, any and all Fees owing to **e-interpreters** by Client for Services up through and including the termination date shall be immediately due and payable.

6. **CONFIDENTIALITY.**

   6.1. CONFIDENTIAL INFORMATION. For purposes of this Agreement, "Confidential Information" shall mean any and all information related to any aspect of either party's business which is either information not known by actual or potential competitors of the disclosing party or is proprietary information of the disclosing party, whether of a technical nature or otherwise, and shall include, without limitation, (a) any and all information in whatever form relating to the disclosing party or the manner in which the disclosing party conducts its business, including but not limited to, the disclosing party's customers, employees, operations, assets, liabilities, resources, technical analyses, recruiting and compensation practices and other intellectual capital of the disclosing party, which intellectual capital shall be deemed to include, but not be limited to, consulting tools (such as business and computer systems, software programs, databases, and other documentation and methods), client, prospect and other information regarding services, business activities and client matters, information about the disclosing party's employees, or summaries or originals (and any copies thereof) of any papers, documents, plans, specifications, customer lists, contracts, licenses or licensing agreements, or portions thereof, relating to the services, products or operations of the disclosing party or its clients; (b) any information not included above which the receiving party knows or should know is subject to a restriction on disclosure or which the receiving party knows or should know is considered by the disclosing party to be confidential, sensitive, proprietary or trade secret or is not readily available to the public. Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act or omission of the receiving party or of others who were under confidentiality obligations as to the information involved. Each party expressly agrees that the parties' obligations to hold any Confidential Information in trust and confidence does not terminate upon termination or expiration of this Agreement and continues in perpetuity.

   6.2. CONFIDENTIALITY OBLIGATIONS. No right or license to either party's Confidential Information is granted or implied as a result of this Agreement, except to the limited extent necessary for the parties to perform under this Agreement. Each party agrees during the term of this Agreement and thereafter that it will

take all steps reasonably necessary to hold the other party's Confidential Information in trust and confidence, will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining the other party's express written consent on a case-by-case basis.

6.3. **REQUIRED DISCLOSURE**. If a party is required to disclose the Confidential Information by law or court order, it may do so without breach of this Agreement, but such party shall notify the other party sufficiently in advance of any disclosure to provide the other party with a reasonable opportunity to seek protective orders related to such disclosure.

7. **PUBLICITY AND MARKETING.**

7.1. **LIMITED LICENSE TO USE**. For the term of this Agreement, each party grants to the other party a limited license to use the granting party's name and logo in promotional materials and other communications with third parties. In addition, during the term of this Agreement and for a period of two years after its termination **e-interpreters** may list Client's name on its website or in materials it may provide to its prospective Clients, provided that such use does not violate the confidentiality provisions of this Agreement. If Client wishes **e-interpreters** to refrain from using its information for such purposes, Client must so notify **e-interpreters** in writing. When using the other party's trademarks and trade names under this Agreement, each party agrees to comply with all applicable laws pertaining to such use, and agrees to consult with the other party before such use.

7.2. **RIGHTS**. Each party agrees that it shall not question, contest or challenge the other party's ownership of such trademarks or trade names, and each party agrees it will not claim any right, title or interest in any of the other party's trademarks or trade names, nor register or attempt to register any aspect of the other party's trademarks or trade names, except the right to use the same pursuant to the terms and conditions of this Agreement.

8. **USE OF THE SERVICE/LICENSE GRANTED.**

8.1. **LICENSE GRANT. e-interpreters** hereby grants Client a non-exclusive, non-transferable, revocable license to access and use the Service in accordance with the attached SOW.

8.2. **RESTRICTIONS**. Client may not: (i) modify, disassemble, decompile or reverse engineer the Service or any portion thereof, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Service to any third party or use the Service to provide time sharing or similar services for any third party; (iii) make any copies of the Service; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Service, features that prevent or restrict use or copying of any content accessible through the Service, or features that enforce limitations on use of the Service; or (v) delete the copyright and other proprietary rights notices on the Service.

8.3. **UPGRADES**. Client acknowledges that **e-interpreters** may from time to time issue upgraded versions of the Service, and may automatically electronically upgrade the version of the Service that Client accesses. Client agrees that the terms and conditions of this Agreement will apply to all such upgrades.

8.4. **OPEN SOURCE**. With respect to any open source or third-party code that may be incorporated in the Service, such open source code is covered by the applicable open source or third-party license End User License Agreement, if any, authorizing use of such code.

8.5. **RIGHTS RESERVED.** The foregoing license grant under this Agreement is not a sale of the Service or any copy thereof and **e-interpreters** or its third party partners or suppliers retain all right, title, and interest in the Service (and any copy thereof). Any attempt by Client to transfer any of the rights,

duties or obligations hereunder, except as expressly provided for in this Agreement, is void. **e-interpreters** reserves all rights not expressly granted under this Agreement.

8.6. UNAUTHORIZED USE. Use of the Service beyond the scope of authorized access granted to Client by **e-interpreters** immediately terminates said license. In order to collect, aggregate, copy, duplicate, display or make derivative use of the Service or any content made available via the Service for other purposes (including commercial purposes) not stated herein, Client must first obtain a written license from **e-interpreters**. "Content" shall be defined for the purposes of this Agreement as any content on the Service, including but not limited to user-generated content.

9. NON-SOLICITATION. During the term of this Agreement and for a period of one (1) year after its Termination, neither party shall hire or enter into a contract with any employee, agent, contractor or representative of the other party to provide services to the hiring party or, directly or indirectly, encourage any employee, agent, contractor or representative of non-hiring party to leave or otherwise terminate such person's relationship with the non-hiring party without prior written consent, arrangement and approval from the non-hiring party.

10. NON-INTERFERENCE. During the term of this Agreement and thereafter, the parties agree not to either directly or indirectly interfere with the other party's contracts and relationships, or prospective contracts and relationships, including but not limited to contracts and relationships with Clients, vendors, independent contractors and employees. For the purposes of this Agreement, "interfere with" shall be defined as intentional acts designed to disrupt a relationship.

11. LIMITATION ON LIABILITY.

11.1. **e-interpreters** hereby represents and warrants to Client that it has the qualifications, the experience, and the ability to perform properly under this Agreement. Client understands and agrees that the decision whether and how to use the Service rests solely with Client, and that any and all consequences arising out of or in any way relating to the use of the Service shall be and remain the sole responsibility of Client.

11.2. The total liability of **e-interpreters** to Client under any provision of this Agreement or for any claims, losses or damages related to its performance under this Agreement (whether based on contract, tort or any other theory), shall be limited to the amount of Fees paid by Client to **e-interpreters** for the services giving rise to the liability. In no event shall **e-interpreters** be liable for lost profits or any consequential or indirect damages. The parties acknowledge that the parties have relied upon the inclusion of these limitations in consideration of entering into this agreement.

11.3. Client shall hold **e-interpreters** harmless in regards to the inappropriate and/or unlawful use of the Service by its registered interpreters, and will assume the responsibility of said use by those interpreters that Client assigns to jobs using the Service.

11.4. Notwithstanding the foregoing, **e-interpreters** shall be liable and Client will not indemnify **e-interpreters** in any event where **e-interpreters** was grossly negligent or committed deliberate misconduct in performing under this Agreement.

12. INDEMNIFICATION.

12.1. BY E-INTERPRETERS. **e-interpreters** will indemnify and hold harmless Client, its officers, directors, members, employees, sub-licensees, customers and agents from actual costs incurred by Client as a result of a breach or alleged breach of any representation or obligation of **e-interpreters** under the Agreement (a "Claim"), provided that Client gives **e-interpreters** written notice of any such Claim and **e-interpreters** has the right to participate in the defense of any such Claim at its expense. Client will not agree to the settlement of any such claim, demand or suit prior to the final judgment thereon without the consent of **e-interpreters**, whose consent will not be unreasonably withheld. In no event shall **e-interpreters** indemnify Client for any claim of lost profits or for any consequential or indirect damages. Client shall not by any act or omission admit liability or otherwise prejudice or jeopardize **e-interpreters'** actual or potential defense to any claim. Such indemnity is subject to Client's duty to mitigate all of its related costs, expenses, damages or liabilities.

12.2. BY CLIENT. Client will indemnify and hold harmless **e-interpreters**, its officers, directors, members, employees, sub-licensees, customers and agents from actual costs incurred by **e-interpreters** as a result of a breach or alleged breach of any representation or obligation of Client under the Agreement, related to the provision by Client to **e-interpreters** of false or misleading information pursuant to this Agreement or to Client's use of the Services, (a "Claim"), provided that **e-interpreters** gives Client written notice of any such Claim and Client has the right to participate in the defense of any such Claim at its expense. **e-interpreters** will not agree to the settlement of any such claim, demand or suit prior to the final judgment thereon without the consent of Client, whose consent will not be unreasonably withheld. In no event shall Client indemnify **e-interpreters** for lost profits or any consequential or indirect damages. **e-interpreters** shall not by any act or omission admit liability or otherwise prejudice or jeopardize Client's actual or potential defense to any claim. Such indemnity is subject to **e-interpreters** duty to mitigate its related costs, expenses, damages or liabilities. From the date of written notice from **e-interpreters** to Client of any such Claim, **e-interpreters** shall have the right to submit for reimbursement from Client the amount of any defense costs actually incurred.

13. GENERAL PROVISIONS.

13.1. DISPUTES. The parties shall attempt to resolve any and all disputes or claims arising out of this Agreement through mutually cooperative negotiation in good faith. If negotiation is unsuccessful, the matter may then be submitted to mediation. If mediation is unsuccessful, the matter shall be fully and finally settled by arbitration with a recognized Alternative Dispute Resolution ("ADR") group in King County, Washington by an arbitrator chosen in accordance with the ADR rules, and the judgment upon award may be entered in any court having jurisdiction thereof. The parties agree to electronic appearance via telephone or live video at any arbitration. The attorneys' fees and costs of dispute resolution shall be borne by the losing party unless the parties stipulate otherwise or in such proportions as the mediator or arbitrator shall decide.

13.2. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed under the laws of Washington State. Jurisdiction and venue for all purposes shall be in King County, Washington. The parties consent to the personal jurisdiction of the state and federal courts located in King County, Washington for any lawsuit filed there arising from or related to this Agreement.

13.3. NOTICES. Any notice intended for either party shall be deemed to be validly given if it is in writing and is sent by electronic mail, fax, U.S. mail or hand-delivered, or by courier service to such party's address as set forth in this Agreement, or to any other address which the party in question may have

indicated in writing to the other party. A copy of any notice sent by electronic mail shall also be sent whenever possible corresponding to one of the above-mentioned delivery modes.

13.4. **HEADINGS AND SEVERABILITY.** Headings are for ease of reference and shall not modify the meaning of this Agreement's provisions. If any provision of this Agreement is declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions will not be affected. The invalid or unenforceable provision will be deemed modified to the extent necessary to render it valid and enforceable, and if no modification may render so, this Agreement will be construed as if not containing such provision.

13.5. **NO WAIVER.** No delay or failure by either party in exercising, protecting or enforcing any of its rights, interests or remedies hereunder, and no course of dealing or performance with respect thereto, shall constitute a waiver thereof. The express waiver by a party of any right, interest or remedy in a particular instance shall not constitute a waiver thereof in any other instance.

13.6. **COUNTERPARTS.** This Agreement and any amendments may be signed in counterparts; it being understood, however, that all counterparts collectively shall constitute one and the same Agreement.

13.7. **AMENDMENTS, WAIVER, MODIFICATION OR TERMINATION.** No amendment, waiver, termination or modification of this Agreement will be binding unless it is in writing and signed by authorized representatives of each party and dated subsequent to the date of this Agreement.

13.8. **SUCCESSORS AND ASSIGNMENT.** This Agreement shall bind the parties to the Agreement as well as their respective successors, heirs and assigns. This Agreement and the rights and obligations of the parties hereunder are not assignable by either party without prior written consent of an authorized representative of the other party; provided however, that **e-interpreters** may assign its rights hereunder to any entity resulting from any reorganization to which **e-interpreters** is a party or any entity or person to which **e-interpreters** may transfer it assets.

13.9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements between the parties with respect to its subject matter.

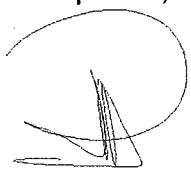
13.10. **FORCE MAJEURE.** Nonperformance of either party shall be excused for the time or to the extent that performance is delayed or rendered impossible by strike, fire, flood, other natural or man-made disasters, governmental acts or orders or restrictions, failure of suppliers, acts of terrorism or any other reason where failure to perform is beyond the reasonable control of the non-performing party. Both parties shall make reasonable efforts to resume performance in a timely manner.

13.11. **ACKNOWLEDGEMENT.** The parties covenant that they have read all of the provisions of this Agreement and agree that (a) the same are necessary for the reasonable and proper protection of the parties' businesses; (b) the parties have been induced to enter into this Agreement in reliance upon the other

party's compliance with the provisions of this Agreement; (c) every provision of this Agreement is reasonable with respect to its scope and duration; (d) the parties have executed this Agreement without duress or coercion from any source; and (e) the parties have each received a copy of this Agreement.

ACCEPTANCE OF AGREEMENT: Signatures below indicate that both parties fully understand and accept the terms of this Agreement. The parties agree that facsimile signatures will be as effective as if originals.

e-interpreters, by:



Eduardo Zaldibar
President

Date

Client, by:

Ray Stephanson
City of Everett Mayor

Date

Client, by:

James D. Iles
City of Everett Attorney

Date

Client, by:

Katie M. Traenkenschuh
Court Administrator
City of Everett Municipal Court

Date

APPENDIX A

MONTHLY REQUESTS FEES PER CLIENT	
REQUESTS BRACKETS[1]	FEE
0 to 50	$50.00/month (Basic Fee)
51 to 100	Basic fee + $1.10/request
101 and up	Basic fee + $1.00/request

TELEPHONE CONNECTIONS COSTS[2]	
2-way calls	$0.06/min
3-way calls	$0.09/min
Reminder calls for LEP individuals[3]	$0.03/min/LEP individual
NO SET UP COSTS	

1. A request is defined as any job where an interpreter is contracted to provide services face to face, via telephone or video conference, whether said job is completed or not. The system automatically keeps record of all requests and generates a detailed report for billing purposes.
2. These fees are **e-interpreters**' administrative connection costs only. Client sets the rates per minute/payment increments for this modality and pay interpreters for their services at their agreed upon rates.
3. Client sets up the number of attempts and the hours in advance for the reminder calls.

9024 W. Mall Dr., Everett, WA 98208
Phone: 425-953-1139
E-mail : system@e-interpreters.com
Website: www.e-interpreters.com

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
An Ordinance Granting a Telecommunications Franchise to Astound Broadband, LLC d/b/a Wave

	Consent	COUNCIL BILL #	CB1609-35
X	Action	Originating Department	Legal
09/14/16	First Reading	Contact Person	Katie Rathbun
09/21/16	Second Reading	Phone Number	425.257.7007
09/28/16	Third Reading	FOR AGENDA OF	Sept. 14, 2016
	Public Hearing		Sept. 21, 2016
			Sept, 28, 2016

Initialed by:
Department Head
CAA
Council President

Location

Preceding Action
Review by Legal, Permit Services, and Information Technology

Attachments
Ordinance

Department(s) Approval
Legal, Permit Services, Information Technology

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

DETAILED SUMMARY STATEMENT:

Astound Broadband, LLC (Wave) requests a franchise to provide telecommunication services in Everett. Astound is the successor to Black Rock Cable which previously held an open video system franchise with the City. Initially, Astound will focus on providing services including telecommunications, high-speed Internet access, data transport and dark fiber leasing, to business customers.

Federal law allows cities to negotiate the terms of franchises, but does not allow cities to refuse to authorize a franchise. Authorization of the franchise will provide additional telecommunication services in Everett. Astound, the City Attorney's Office, Permit Services, and Information Technology staff negotiated the proposed franchise. This franchise is substantially similar to the telecommunications franchise granted to the Zayo Group, LLC in November 2012, Noel Communications in 2014, and Mobilitie Investments in 2015.

RECOMMENDATION: (Exact action requested of Council):
Adopt an Ordinance Granting a Telecommunications Franchise to Astound Broadband, LLC d/b/a Wave.

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TELECOMMUNICATIONS FRANCHISE TO ASTOUND BROADBAND, LLC D/B/A WAVE.

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1. RECITALS

WHEREAS, the City is authorized to grant franchises for the installation, operation and maintenance of telecommunications services within the City; and

WHEREAS, the Grantee, Astound Broadband, LLC d/b/a Wave, has represented to the City that it provides a telephone business as defined by RCW 82.16.010, and has applied to the City for a telecommunications services franchise to construct, operate and maintain a telecommunications service within the City; and

WHEREAS, the Grantee is willing to accept such a franchise subject to the terms and conditions stated herein and to abide by these terms and conditions; and

WHEREAS, the City Council finds that it would serve the public interest of the residents of the City to grant a non-exclusive telecommunications services franchise to the Grantee subject to the terms and conditions set forth below.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

2. DEFINITIONS

For the purposes of this Ordinance, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

2.1 "Affiliate," when used in connection with Grantee, means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.

2.2 "Assurance" shall mean an irrevocable letter of credit from a financial institution satisfactory to the City, a performance bond or other form of assurance of financial responsibility reasonably acceptable to the City. All Assurances shall be in a form acceptable to the City's Risk Manager and City Attorney, and if a bond, with a surety acceptable to the City's Risk Manager and City Attorney.

2.3 "Cable Service" means (a) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (b) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

2.4 "City" is the City of Everett, Washington, a body politic and corporate under the laws of the State of Washington, and all of the area within its boundaries, as such may change from time to time.

2.5 "City Council" means the Everett City Council, or its successor, the governing body of the City of Everett.

2.6 "Facilities" means all of the plant, equipment, fixtures, appurtenances, antennas, and other Facilities in the public rights of way necessary to furnish and deliver Telecommunications Services, including but not limited to poles with crossarms, poles without crossarms, wires, lines, conduits, ducts, cables, communication and signal lines and equipment, braces, guys, anchors, vaults, and all attachments, appurtenances, and appliances necessary or incidental to the distribution and use of Telecommunications Services.

2.7 "FCC" means the Federal Communications Commission.

2.8 "Franchise" means the document in which this definition appears, i.e., this ordinance or contractual agreement, executed between the City and Grantee, containing the specific provisions of the authorization granted, including references, specifications, requirements and other related matters.

2.9 "Franchise Area" means the area within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise.

2.10 "Fully Allocated Costs" means the City's proportionate share of all direct and indirect costs, including interest on debt or return on investment, of constructing, relocating or placing additional ducts, conduit or related structures by Grantee for the City alongside or together with ducts, conduit or structures by and for Grantee. If the construction, relocation, or placing of additional ducts, conduit or related structures by Grantee is performed by a third party or independent contractor, "fully allocated cost" shall be the proportional share of the amount charged by the third party or independent contractor to, and paid by, Grantee, together with a reasonable charge by Grantee for administration of the contract and work by the third party or independent contractor.

2.11 "GAAP" means generally accepted accounting principles.

2.12 "Grantee" means Astound Broadband, LLC d/b/a Wave, or its lawful successor, transferee or assignee.

2.13 "Gross Revenues" means all gross revenues received by Grantee or its affiliates from the provision of intrastate telephone business activities in the City of Everett, as described in Utility Tax below.

2.14 "Incremental Costs" means the direct and actual costs of materials, supplies and construction which would not have been incurred by Grantee but for the specific construction or placement of only additional ducts, conduit or related structures for the City. Incremental costs do not include a profit.

2.15 "Open Video System" means a facility consisting of a set of transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, provided that the Federal Communications Commission has certified that such system complies with 47 CFR 76.1500 et seq.

2.16 "Person" means any individual, sole proprietorship, partnership, limited liability company, association, or corporation, or any other form of entity or organization.

2.17 "Right-of-Way" means each of the following which have been dedicated to the public or are hereafter dedicated to the public and are maintained under public authority or by others and located within the City: streets, roadways, highways, avenues, lanes, alleys, bridges, sidewalks, easements, rights-of-way and similar public property and areas.

2.18 "State" means the State of Washington.

2.19 "Subscriber" means any Person who or which purchases, leases, rents, obtains or subscribes to Telecommunications Service provided by Grantee by means of or in connection with the Grantee's Telecommunications System.

2.20 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received (as provided in 47 U.S.C. §153(43)).

2.21 "Telecommunications Service" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the Facilities used (as provided in 47 §U.S.C. 153(46)). Telecommunication Service does not include Cable Service or an Open Video System.

2.22 "Telecommunications System" shall mean Facilities used to provide Telecommunications Service.

3. GRANT OF FRANCHISE

3.1. Grant

A. The City hereby grants to Grantee a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the City to construct, operate, maintain and reconstruct a Telecommunications System for the limited purpose of providing Telecommunications Services, subject to the terms and conditions set forth in this Franchise. In order to provide any other services over the Facilities, the Grantee shall be required to obtain any additional governmental authorization(s) required by federal, State or local law.

B. Each and every term, provision or condition herein is subject to the provisions of state law, federal law, the City Charter and City ordinances and regulations. As provided by Everett City Charter §13.4, this Franchise shall be subject to the right of the City Council, or the people of the City acting for themselves by the initiative and referendum, at any time, subsequent to the grant, to repeal, amend or modify the Franchise with due regard to the rights of the Grantee and the interest of the public; and to cancel, forfeit and abrogate any such grant if the Franchise granted hereby is not operated in full accordance with its provisions, or at all; and at any time during the grant to acquire, by purchase or condemnation, for the use of the City itself, all the property of the Grantee

within the limits of the public streets, at a fair and just value, which shall not include any valuation of the Franchise itself unless required by law, which shall thereupon terminate.

C. This Franchise shall not be interpreted to prevent the City from imposing additional lawful conditions, including additional compensation conditions for use of the Rights-of-Way, should Grantee provide service other than Telecommunications Service.

D. No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;

(2) Any permit, agreement, or authorization required by the City for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

E. This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

F. This Franchise does not authorize Grantee to provide Cable or Open Video System services. This Franchise is not a bar to imposition of any lawful conditions on Grantee with respect to Cable or Open Video System services, whether similar, different or the same as the conditions specified herein. This Franchise does not relieve Grantee of any obligation it may have to obtain from the City separate authorization to provide Cable or Open Video System services, or relieve Grantee of its obligation to comply with any such authorizations that may be lawfully required.

G. Grantee may not lease, rent, transfer, convey, or sell Facilities in whole or in part unless the Person to whom the Facilities will be transferred has first been granted a franchise by the City.

3.2. Use of Rights-of-Way

A. Subject to the City's supervision and control, Grantee may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the Rights-of-Way within the City such Facilities as are necessary and appurtenant to the operation of Telecommunication Services within the City.

B. Grantee must follow City requirements for placement of Telecommunications Facilities in Rights-of-Way, including the specific location of Facilities in the Rights-of-Way, and must in any

event install Telecommunication Facilities in a manner that minimizes interference with the use of the Rights-of-Way by others, including others that may be installing communications Facilities. Within limits reasonably related to the City's role in protecting public health, safety and welfare, the City may require that Telecommunication Facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Right-of-Way; may deny access if Grantee is not willing to comply with City's requirements; and may remove, or require removal of, any Facility that is not installed in compliance with the requirements established by the City, or which is installed without prior City approval of the time, place or manner of installation, and charge Grantee for all the costs associated with removal; and may require Grantee to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements. With regard to its management of the Rights-of-Way, the City shall treat the Grantee and other users of the Rights-of-Way in a competitively neutral and nondiscriminatory manner in accordance with applicable law.

3.3. Effective Date and Term of Franchise

This Franchise and the rights, privileges and authority granted hereunder shall take effect thirty days after adoption by City Council (the "Effective Date"), and shall terminate five years later on the fifth anniversary of the Effective Date, unless terminated sooner as hereinafter provided.

3.4. Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements or licenses granted by the City to any Person to use any property, Right-of-Way, right, interest or license for any purpose whatsoever, including the right of the City to use same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The City may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for Telecommunications Systems as the City deems appropriate.

3.5. Police Powers

A. Grantee's rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the City or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The City shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police power.

B. The City reserves the right to exercise its police powers, notwithstanding anything in this Franchise to the contrary, and any conflict between the provisions of this Franchise and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

4. FEE PAYMENT AND FINANCIAL CONTROLS

4.1. Fees

4.1.1. FRANCHISE FEE

Notwithstanding the provisions of Section 13.8 of the City Charter, the parties understand that RCW 35.21.860 currently prohibits a municipal franchise fee for permission to use the right of way for service providers, including for telephone business purposes. Based on the representations of Grantee, it is the City's understanding that Grantee will use the right of way for telephone business purposes as defined by RCW 82.16.010. If this prohibition is removed or does not apply, Grantee agrees the City will assess a reasonable franchise fee in accordance with the City Charter, so long as local, State or federal law does not otherwise prohibit such fee.

4.1.2. UTILITY TAX

The parties further understand that RCW 35.21.870 currently limits the rate of City tax upon telephone business activities to six percent (6%) of Gross Receipts, unless a higher rate is approved by vote of the people. The parties agree, however, that nothing in this Franchise shall limit the City's power of taxation, as now or may hereafter exist. Grantee stipulates that all of its business activities in the City of Everett as identified herein that are a telephone business shall be specifically taxable as a telephone business at six percent (6.0%) gross receipts tax rate, as imposed under the City's telephone business tax, adopted in Everett Municipal Code Chapter 3.28. This provision does not limit the City's power to amend Everett Municipal Code Chapter 3.28 as may be permitted by law, including increases to the tax rate. This provision is subject to the exemptions and exceptions identified in Everett Municipal Code §3.28.055.

4.1.3. PERMIT AND ADMINISTRATIVE FEES

City shall charge, and Grantee shall pay, permit fees according to the schedule of permit fees in existence at the time Grantee applies for each Right-of-Way permit provided that such fees are reasonably related to City's costs. The rate charged shall be that rate that the City in good faith determines most closely matches the work to be performed. By way of example only and not limitation, Grantee would be charged the rate for trenching where Grantee intends to install conduit by directional drilling or boring. Where the City incurs reasonable costs and expenses for which a fee is not established, including but not limited to attorneys, consultants, City Staff and City Attorney's Office, in connection with the preparation, review, approval, and enforcement of this Franchise, or review, inspection, or supervision of activities undertaken through the authority granted in this Franchise or any ordinances relating to the subject, the Grantee shall reimburse the City directly for any and all costs after receiving an invoice documenting said costs and expenses in sufficient detail to demonstrate that they were reasonably necessary to perform the aforementioned actions. The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and overhead. Any other costs will be billed proportionately on an actual cost basis.

4.1.4 OTHER FEES

This Franchise shall not be construed to prohibit the City from imposing any fee now or hereinafter authorized by law, including, without limitation, fees authorized pursuant to RCW 35.21.860.

4.2. Payments

Grantee's fee payments to the City shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than thirty (30) days after said dates.

4.3. Acceptance of Payment and Recomputation

No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable or for the performance of any other obligation of Grantee.

4.4. Quarterly Fee Reports

Each payment shall be accompanied by a written report to the City, verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in detail, of Grantee's Gross Revenues and the computation of the payment amount. Such reports shall detail all Gross Revenues of the Telecommunications System and shall be drafted in accordance with GAAP.

4.5. Annual Fee Reports

Grantee shall, within sixty (60) days after the end of each year, furnish to the City a statement stating the total amount of Gross Revenues for the year and all payments, deductions and computations for the period.

4.6. Audits

On an annual basis, upon thirty (30) days prior written notice, the City shall have the right to conduct an independent audit of Grantee's records reasonably related to the administration or enforcement of this Franchise, in accordance with GAAP. If the audit shows that fee payments have been underpaid by three percent (3%) or more, Grantee shall pay the total cost of the audit.

4.7. Late Payments

In the event any payment due quarterly is not received within thirty (30) days from the end of the calendar quarter, Grantee shall pay interest on the amount due at the rate of one percent (1%) per month, compounded daily, calculated from the date the payment was originally due until the date the City receives the payment.

4.8. Tax Liability

The fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the City, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the fees under this Franchise shall not exempt Grantee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Grantee that may be lawfully imposed by the City.

4.9. Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the City within ninety (90) calendar days of the date of the termination, a financial statement showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The City reserves the right to satisfy any remaining financial obligations of the Grantee to the City by utilizing the funds available in the irrevocable letter of credit or performance bond provided by the Grantee.

5. ADMINISTRATION AND REGULATION

5.1. Authority

A. The City shall be vested with the power and right to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest, or to delegate that power and right, or any part thereof, to the extent permitted under law to any agent in its sole discretion.

B. Nothing in this Franchise shall limit nor expand the City's right of eminent domain under State law.

5.2. Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a material breach of this Franchise, and sufficient grounds for the City to invoke any relevant remedy.

6. FINANCIAL AND INSURANCE REQUIREMENTS

6.1. Indemnification

6.1.1. GENERAL INDEMNIFICATION

Grantee shall indemnify, defend and hold the City, its officers, officials, boards, commissions, employees, agents, representatives, and volunteers, harmless from any action or claim for injury, damage, loss, liability, cost, or expense, including court and appeal costs and attorneys' fees or expenses, arising from any casualty or accident to Person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act done under this Franchise, by or for Grantee, its agents, or its employees, or by reason of Grantee's conduct. Grantee shall consult and cooperate with the City while conducting its defense of the City. This indemnity provision shall survive the expiration, revocation, or termination of this Franchise.

6.1.2. INDEMNIFICATION FOR RELOCATION

Grantee shall indemnify the City for any damages, claims, additional costs or expenses assessed against, or payable by, the City arising out of, or resulting from, directly or indirectly, Grantee's failure to remove, adjust or relocate any of its Facilities in the Rights-of-Way in a timely manner in accordance with any relocation required by the City. This indemnity provision shall survive the expiration, revocation, or termination of this Franchise.

6.1.3. RCW 4.24.115

With regard to any indemnification obligation in this Franchise, if (1) RCW 4.24.115 applies to a particular claim for injury, damage, loss, liability, cost, or expense, and (2) such claim for injury, damage, loss, liability, cost, or expense is caused by or results from the concurrent negligence of (a) the Grantee, its agents, or its employees, and (b) the City, then the Grantee's obligations under this Section shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Grantee specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Grantee recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. This indemnity provision shall survive the expiration, revocation, or termination of this Franchise.

6.1.4. PROCEDURES AND DEFENSE

If a claim or action arises, the City or any other indemnified party shall promptly tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The City may participate in the defense of a claim and, in any event, Grantee may not agree to any settlement of claims affecting the City without the City's approval.

6.1.5. NON-WAIVER

The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this subsection.

6.1.6. EXPENSES

Grantee shall pay all expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by Grantee. The City's expenses shall include all out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the City Attorney or his/her assistants or any employees of the City or its agents.

6.2. Insurance

A. Grantee shall maintain in full force and effect at its own cost and expense each of the following policies of insurance:

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

(2) Commercial General Liability Insurance on an occurrence basis in an amount not less than $2,000,000 per occurrence and at least $2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

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

B. Each policy shall provide that the insurance shall not be canceled or materially changed so as to be out of compliance with these requirements without Grantee providing thirty (30) days' written notice to the City, via certified mail, and ten (10) days' notice for nonpayment of premium. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required, for the duration of this Franchise and, in the case of the Commercial General Liability, for at least one (1) year after expiration of this Franchise.

C. Self-insurance is not permitted for this Franchise, unless approved in advance and in writing by the City's Risk Administrator.

6.3. Deductibles / Certificate of Insurance

Any deductible of the policies shall not in any way limit Grantee's liability to the City.

6.3.1. ENDORSEMENTS

All policies shall contain, or shall be endorsed so that:

A. The City, its officers, officials, boards, commissions, employees, agents, representatives, and volunteers are to be covered as, and have the rights of, additional insureds with respect to liability arising out of activities performed by, or on behalf of, Grantee under this Franchise or applicable law, or in the construction, operation, replacement or repair, or ownership of the Telecommunications Facilities;

B. Grantee's insurance coverage shall be primary insurance with respect to the City, its officers, officials, boards, commissions, employees, agents, representatives, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, boards, commissions, employees, agents, representatives, and volunteers shall be in excess of the Grantee's insurance and shall not contribute to it; and

C. Grantee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

6.3.2. ACCEPTABILITY OF INSURERS

The insurance obtained by Grantee shall be placed with insurers licensed to do business in the State of Washington with a Best's rating of no less than "A- VII."

6.3.3. VERIFICATION OF COVERAGE

The Grantee shall furnish the City with certificates of insurance (ACORD 25-S) and endorsements (ISO CG 2010) or a copy of the page of the policy reflecting blanket additional insured status. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City must receive and approve the certificates and endorsements prior to the commencement by Grantee of activities associated with this Franchise. The Grantee hereby warrants that its insurance policies satisfy the requirements of this Franchise and City laws.

6.4. Financial Assurances

A. No later than the Effective Date of this Franchise, Grantee shall establish and provide to the City, as security for the faithful performance by Grantee of all of the provisions of this Franchise, an Assurance in the amount of twenty-five thousand dollars ($25,000.00).

B. An Assurance may be drawn upon by the City for purposes including, but not limited to, the following:

(1) Failure of Grantee to pay the City sums due under the terms of this Franchise;

(2) Reimbursement of costs borne by the City to correct Franchise violations not corrected by Grantee; and

(3) Monetary remedies or damages assessed against Grantee due to default or breach of Franchise requirements.

C. The City shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within seven (7) days following receipt of such notice, Grantee shall restore the Assurance to the amount required under this Franchise. Grantee's maintenance of the Assurance shall not be construed to excuse unfaithful performance by Grantee or to limit the liability of Grantee to the amount of the Assurance or otherwise to limit the City's recourse to any other remedy available at law or equity.

D. Grantee shall have the right to appeal to the Chief Financial Officer for reimbursement in the event Grantee believes that the Assurance was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the Assurance has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the Assurance shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal.

7. REPORTS AND RECORDS

7.1. Records Required

Grantee shall at all times maintain, and shall furnish to the City upon request:

A. A complete set of maps showing the exact location of all Telecommunications System equipment and Facilities in the Right-of-Way, but excluding detail on proprietary electronics contained therein and Subscriber drops. As-built maps including proprietary electronics shall be available at Grantee's offices on ten days' prior notice for inspection by the City's authorized representative(s) or agent(s) and made available to such persons during the course of inspections as reasonably conducted by the City. These maps shall be certified as accurate by an appropriate representative of the Grantee;

B. A copy of all FCC filings on behalf of Grantee which relate to the operation of the Telecommunications System in the City;

C. All construction activity in the City for the previous twelve (12) months; and

D. Any records of Grantee, its parent corporations, and affiliates reasonably related to the administration of this Franchise.

The City may request in writing copies of any records described above, and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One (1) copy of all requested records shall be furnished to the City, at the sole expense of Grantee. If the requested records are too voluminous, or for security reasons cannot be copied or removed, then Grantee may request, in writing within ten (10) days, that the City inspect them at Grantee's office. If any records of Grantee are not kept in a local office and not made available as copies to the City upon written request as set forth above, and if the City determines that an examination of such records is

necessary or appropriate for the performance of any of the City's duties, administration or enforcement of this Franchise, then all reasonable travel and related expenses incurred in making such examination shall be paid by Grantee. Grantee shall reimburse the City for any costs and expenses incurred by the City in connection therewith within sixty (60) days of the City's request for reimbursement.

Any record inspected, or viewed, and any record, a copy of which is received by the City, is a public record for the purpose of the Washington State Public Records Act (Chapter 42.56 RCW) and will be treated as such by the City.

7.2. Compliance with Public Records Act

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

8. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

8.1. Right to Construct

Subject to applicable laws, regulations, rules, resolutions and ordinances of the City and the provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any Facility needed for the maintenance or extension of Grantee's Telecommunications System.

8.2. General Standard

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All installations of equipment shall be permanent in nature, durable and installed in accordance with good engineering practices.

8.3. Permits Required for Construction

Prior to doing any work in the Right-of Way or other public property, Grantee shall apply for, and obtain, appropriate permits from the City. As part of the permitting process, the City may impose

such conditions and regulations as are necessary for the purpose of protecting any structures in such Rights-of-Way, proper restoration of such Rights-of-Way and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic. Such conditions may also include the provision of a construction schedule and maps showing the location of the Facilities to be installed in the Right-of-Way. Grantee shall pay all applicable fees for the requisite City permits received by Grantee.

8.4. Emergency Permits

In the event that emergency repairs are necessary, Grantee shall immediately notify the City of the need for such repairs. Grantee may initiate such emergency repairs immediately, and shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

8.5. Compliance with Applicable Codes

8.5.1. City Construction Codes

Grantee shall comply with all applicable City construction codes, including, without limitation, all building codes, zoning codes and regulations.

8.5.2. Tower Specifications

Antenna supporting structures (towers) shall be designed for the proper loading as specified by the Electronics Industries Association (EIA), as those specifications may be amended from time to time. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, State, and local codes or regulations. In the event that Grantee constructs antenna supporting structures (towers) in the City, such towers shall be designed for the proper loading as specified by the Electronics Industries Association (EIA), as those specifications may be amended from time to time. Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable federal, State, and local codes or regulations.

8.5.3. Safety Codes

Grantee shall comply with all federal, State and City safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by applicable law during construction, operation, maintenance, and repair of its Telecommunications System. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

8.5.4. One Call

Prior to placing any underground Facilities, Grantee shall join and maintain membership in good standing with the Utility Coordinating Council One Call Center or other similar or successor organization that is designated to coordinate underground equipment locations and installations.

Grantee is familiar with RCW Ch. 19.122 (Washington State's "Underground Utilities" statute) and understands, will abide by and adhere to local procedures, customs and practices relating to the one call locator service program.

8.6. GIS Mapping

Grantee shall comply with any generally applicable ordinances, rules, regulations and policies of the City regarding geographic information systems mapping for users of the Rights-of-Way, provided that all similarly situated users of the Rights-of-Way must also accordingly comply.

8.7. Minimal Interference

Work in the Right-of-Way, on other public property, near public property, or on or near private property shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Telecommunications System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, drains, or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures, or other Facilities that may have been laid in the Rights-of-Way by, or under, the City's authority. The Grantee's Telecommunications System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the City may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with the travel and use of public places by the public during the construction, repair, operation, replacement or removal thereof, and shall not obstruct or impede traffic. In the event of such interference, the City may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

8.8. Prevent Injury/Safety

Grantee shall provide and use any equipment and Facilities necessary to control and carry Grantee's signals so as to prevent injury to the City's property or property belonging to any Person. Grantee, at its own expense, shall repair, renew, change and improve its Facilities to keep them in good repair, and safe and presentable condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents by the placement of adequate barriers, fences or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights. The provisions of this Section 8.8 shall survive the expiration, revocation, or termination of this Franchise.

8.9. Underground Construction and Use of Poles

A. When required by the City, consistent with general ordinances, resolutions, regulations, rules or policies of the City, or applicable State or federal law, Grantee's Telecommunications System shall be placed underground at Grantee's expense. Placing Facilities underground does not preclude the use of ground-mounted appurtenances, small cells, or associated facilities.

B. Where electric and telephone lines are installed underground at the time of Telecommunications System construction, or when all such wiring is subsequently placed underground, all Telecommunications System lines shall also be placed underground with other wireline service at no expense to the City or Subscribers unless funding is generally available for such relocation to all users of the Rights-of-Way. Related Telecommunications System equipment, such as pedestals or small cells and associated facilities must be placed in accordance with the City's applicable code requirements and rules. In areas where either electric or telephone utility wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

C. The Grantee shall utilize existing poles and conduit wherever possible.

D. In the event Grantee cannot obtain the necessary poles and related Facilities pursuant to a pole attachment agreement, and only in such event, then it shall be lawful for Grantee to make all needed excavations in the Rights-of-Way for the purpose of placing, erecting, laying, maintaining, repairing, and removing poles, supports for wires and conductors, and any other Facility needed for the maintenance or extension of Grantee's Telecommunications System. All poles of Grantee shall be located as designated by the proper City authorities and only upon written consent of the City. Grantee shall apply for and obtain appropriate permits prior to construction or installation of poles or Facilities.

E. At its sole option, the City may require Grantee to install conduit and other underground Facilities in the same trench or location as another permittee when such other permittee is constructing or installing similar facilities at approximately the same time as Grantee. In such case, Grantee shall reimburse the other permittee for its proportional share of the cost of construction and installation. Similarly, the City may require other franchisees or permittees to install conduit and other underground Facilities in the same trench or location as Grantee when such Grantee is constructing or installing similar facilities at approximately the same time as another permittee or franchisee. In such case, the other permittee or franchisee shall reimburse Grantee for the other permittee's or franchisee's proportional share of the cost of construction and installation.

F. This Franchise does not grant, give or convey to the Grantee the right or privilege to install its Facilities in any manner on specific utility poles or equipment of the City or any other Person. Documentation showing Grantee's right to use poles, conduits or other utility Facilities must be provided upon the City's request.

8.10. Electrical Bonding

Grantee shall ensure that all drops are properly bonded to the electrical power ground at the home, consistent with applicable code requirements. All non-conforming or non-performing drops shall be replaced by Grantee as necessary.

8.11. Repair and Restoration of Property

8.11.1. GENERAL

A. The Grantee shall protect public and private property from damage. If damage occurs, the Grantee shall promptly notify the property owner within twenty-four (24) hours in writing.

B. Whenever Grantee disturbs or damages any Right-of-Way, other public property or any private property, Grantee shall promptly restore the Right-of-Way or property to at least its prior condition, normal wear and tear excepted, at its own expense. The provisions of this Section 8.11 shall survive the expiration, revocation, or termination of this Franchise.

8.11.2. RIGHTS-OF-WAY AND OTHER PUBLIC PROPERTY

Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property for one (1) year. If restoration is not satisfactorily performed by the Grantee within a reasonable time, the City may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from the Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the City.

8.11.3. PRIVATE PROPERTY

Upon completion of the work that caused any disturbance or damage, Grantee shall promptly commence restoration of private property, and will use its best efforts to complete the restoration within seventy-two (72) hours, considering the nature of the work that must be performed.

8.12. Discontinuing Use/Abandonment of Telecommunications Facilities

Whenever Grantee intends to discontinue using any Facility within the Rights-of-Way, Grantee shall submit for the City's approval a complete description of the Facility and the date on which Grantee intends to discontinue using the Facility. Grantee may remove the Facility or request that the City permit it to remain in place. Notwithstanding Grantee's request that any such Facility remain in place, the City may require Grantee to remove the Facility from the Right-of-Way or modify the Facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The City may require Grantee to perform a combination of modification and removal of the Facility. Grantee shall complete such removal or modification in accordance with a schedule set by the City. Until such time as Grantee removes or modifies the Facility as directed by the City, or until the rights to and responsibility for the Facility are accepted by another Person having authority to construct and maintain such Facility, Grantee shall be responsible for all necessary repairs and relocations of the Facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the Facility were in active use, and Grantee shall retain all liability for such Facility. If Grantee abandons its Facilities, the City may choose to use such Facilities for any purpose whatsoever. Upon abandonment, with approval of the City, which approval shall be within the sole discretion of the City, Grantee may transfer ownership of the Facilities to City and, in that case, Grantee shall no longer have any ownership interest in the Facilities.

8.13. Reservation of City Use of Right-of-Way

Nothing in this Franchise shall prevent the City or public utilities owned, maintained or operated by public entities other than the City from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as not to obstruct, injure or prevent the use and operation of Grantee's Telecommunications System.

8.14. Tree Trimming

Grantee may prune or cause to be pruned, using proper pruning practices, any tree in the City's Rights-of-Way which interferes with Grantee's Telecommunications System. Grantee shall comply with any ordinance or regulations of the City regarding tree trimming. Except in emergencies, Grantee may not prune trees at a point below thirty (30) feet above sidewalk grade until one (1) week written notice has been given to the owner or occupant of the premises abutting the Right-of-Way in or over which the tree is growing. The owner or occupant of the abutting premises may prune such tree at his or her own expense during this one (1) week period. If the owner or occupant fails to do so, Grantee may prune such tree at its own expense. For purposes of this subsection, emergencies exist when it is necessary to prune to protect the public or Grantee's Facilities from imminent danger only.

8.15. Inspection of Construction and Facilities

The City may inspect any of Grantee's Facilities or equipment in the public rights of way at any time upon at least twenty-four (24) hours' notice, or, in case of emergency, upon demand without prior notice. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable law, may order Grantee, in writing, to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes. The City has the right, but not the obligation, to correct, inspect, administer and repair the unsafe condition if Grantee fails to do so, and to charge Grantee therefor. The provisions of this Section 8.15 shall survive the expiration, revocation, or termination of this Franchise.

8.16. Stop Work

A. On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City by issuing a stop work order using the procedures established by the EMC Chapter 13.72.

8.17. Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other applicable law, and shall be jointly

and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other applicable laws governing the work performed by them.

8.18. Construction Bond

A. Prior to commencing construction, Grantee shall provide an Assurance to ensure the faithful performance of its responsibilities under this Franchise and applicable law, including, by way of example and not limitation, its obligations to restore City streets and other property. The amount of the Assurance shall be two hundred fifty thousand dollars ($250,000), or such lesser or greater amount as is comparable to that required of Telecommunication System providers in the City for construction projects of comparable size, cost and complexity. Normally, the amount of the Assurance shall not exceed 125% of the Permittee's estimated cost of the construction in the public rights of way of the City. Grantee shall pay all premiums or costs associated with maintaining the Assurance, and shall keep the same in full force and effect until the construction of the Telecommunications System shall have been completed and all restoration of public and private property shall have occurred regarding thereto. Thereafter, the Assurance shall be exonerated, subject to the mutual written agreement of the parties.

B. The Assurance may be drawn upon by the City for any proper purpose under this Franchise or as otherwise provided by applicable law.

C. The City shall give Grantee written notice of any withdrawal under this subsection upon such withdrawal. Within seven (7) days following receipt of such notice, Grantee shall restore the Assurance to the amount required under this Franchise. Grantee's maintenance of the Assurance shall not be construed to excuse unfaithful performance by Grantee or to limit the liability of Grantee to the amount of the Assurance or otherwise to limit the City's recourse to any other remedy available at law or equity.

D. Grantee shall have the right to appeal to the Chief Financial Officer for reimbursement in the event Grantee believes that the Assurance was drawn upon improperly. Grantee shall also have the right of judicial appeal if Grantee believes the Assurance has not been properly drawn upon in accordance with this Franchise. Any funds the City erroneously or wrongfully withdraws from the Assurance shall be returned to Grantee with interest, from the date of withdrawal at a rate equal to the prime rate of interest as quoted in the Wall Street Journal.

9. RELOCATION AND MOVEMENT OF FACILITIES

9.1. Movement of Telecommunication Facilities For City Purposes

A. The City shall have the right to require Grantee to relocate, remove, replace, modify or disconnect Grantee's Facilities and equipment located in the Rights-of-Way or on any other property of the City in the event of an emergency or when reasonable public convenience requires such change (for example, without limitation, by reason of traffic conditions, public safety, Right-of-Way vacation, Right-of-Way construction, change or establishment of Right-of-Way grade,

installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the City for public purposes). Such work shall be performed at the Grantee's expense. Except during an emergency, the City shall provide reasonable notice to Grantee, not to be less than five (5) business days, and allow Grantee the opportunity to perform such action. In the event of any capital improvement project exceeding $500,000 in expenditures by the City that requires the removal, replacement, modification or disconnection of Grantee's Facilities or equipment, the City shall provide at least sixty (60) days' written notice to Grantee. Following notice by the City, Grantee shall relocate, remove, replace, modify or disconnect any of its Facilities or equipment within any Right-of-Way, or on any other property of the City. If the City requires Grantee to relocate its Facilities located within the Rights-of-Way, the City shall make a reasonable effort to provide Grantee with an alternate location within the Rights-of-Way. If funds are generally made available to users of the Rights-of-Way for such relocation, Grantee shall be entitled to its pro rata share of such funds. The provisions of this Section shall survive the expiration, revocation, or termination of this Franchise; provided that relocation shall not be required after the expiration of this Franchise if the City consents to the Grantee abandoning its facilities in place.

B. If the Grantee fails to complete this work within the time prescribed and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to the Grantee, including all reasonable costs and expenses incurred by the City due to Grantee's delay. In such event, the City shall not be liable for any damage to any portion of Grantee's Telecommunications System. Within thirty (30) days of receipt of an itemized list of those costs, the Grantee shall pay the City.

9.2. Relocation of Telecommunication Facilities for Others

If any removal, replacement, modification or disconnection of the Telecommunications System is required to accommodate the construction, operation or repair of the Facilities or equipment of another City franchise holder, Grantee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Grantee may require that the benefited party pay the costs associated with the removal or relocation. Nothing in the provision shall be construed to give preference or priority to one franchise holder over another with respect to placement or location of facilities.

9.3. Temporary Changes for Other Permitees

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The permit holder must pay the expense of such temporary changes, and Grantee may require a reasonable deposit of the estimated payment in advance.

10. ADDITIONAL FACILITIES

10.1. Grantee to Provide Additional Facilities

Pursuant to RCW 35.99.070, the City may require Grantee, on thirty days' notice, to provide additional ducts, conduits, and related structures necessary to access the conduit when and where

requested by the City in accordance with this Section 10. The City shall only be charged for or responsible for the Incremental Costs, except as provided for in Section 10.5.

10.2. Notice of Incremental and Fully Allocated Costs

At least one hundred twenty (120) days prior to any construction, relocation, or placement of ducts, conduits or related structures in public Rights-of-Way, Grantee shall notify the City of the Incremental and Fully Allocated Costs of the Grantee of providing the City with additional duct, conduit and related structures necessary to access the conduit and of the date such construction, relocation or placement will begin; provided, however, that Grantee need not notify the City of Incremental or Fully Allocated Costs related to Facilities for which the City granted permits for construction prior to the effective date of this Franchise. At its sole option, the City may examine, inspect or audit Grantee's books and records to confirm Grantee's calculation of Incremental or Fully Allocated Costs. If Grantee and the City disagree regarding the appropriateness of Grantee's proposed Incremental or Fully Allocated Costs, the parties agree to negotiate. If the parties do not agree, the City may order Grantee to proceed with the work, and the Superior Court of Snohomish County, Washington shall determine the actual amount of Incremental or Fully Allocated Costs.

10.3. Omitted

10.4. Contract and Compliance with RCW Chap. 80.36

If the City requires Grantee to furnish additional duct, conduit or related structures pursuant to this section, the City and Grantee shall construct the facilities to the same standards as Grantee's own facilities, and shall turn such additional duct, conduit or related structures over to the City upon completion of same and satisfactory inspection thereof by the City. Grantee shall be responsible for required filings, if any, with state agencies or commissions, including, but not limited to, the Washington Utilities and Transportation Commission pursuant to RCW Chap. 80.36.

10.5. Subsequent Responsibility for Fully Allocated Costs

If the City makes the additional duct or conduit and related access structures available to any entity other than Grantee for the purposes of providing telecommunications or cable television service for hire, sale, or resale to the general public, the City shall pay Grantee the difference between the Incremental Costs and the Fully Allocated Costs.

11. FRANCHISE VIOLATIONS, REVOCATION AND TERMINATION

11.1. Procedure for Remedying Franchise Violations

A. The City shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default if:

(1) Grantee fails to perform any material obligation under this Franchise or under any other agreement, ordinance or document regarding the City and Grantee;

(2) Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the City or Subscribers;

(3) Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors; or

(4) Grantee fails to comply with all provisions of federal, state or local law pertaining to Telecommunications System operators.

B. Grantee shall have thirty (30) days from the receipt of such notice to:

(1) respond to the City, contesting the City's assertion that a default has occurred, and requesting a meeting in accordance with subsection (C), below; or

(2) cure the default; or

(3) notify the City that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the City in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the City may set a meeting below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

C. If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date, or denies the default and requests a meeting in accordance, or the City orders a meeting in accordance with subsection (B), the City shall set a meeting to investigate said issues or the existence of the alleged default. The City shall notify Grantee of the meeting in writing and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting.

D. If, after the meeting, the City determines that default exists, the City shall order Grantee to correct or remedy the default or breach within fifteen (15) days or within such other reasonable time as the City shall determine. In the event Grantee does not cure within such time frame to the City's reasonable satisfaction, the City may:

(1) Withdraw an amount from the Assurance as monetary damages;

(2) Revoke and terminate this Franchise; and

(3) Take any other legal or equitable remedy available under this Franchise or any applicable law.

These remedies are cumulative and not exclusive.

E. The determination as to whether a violation of this Franchise has occurred shall be within the discretion of the City, provided that any such final determination may be appealed to the Chief Financial Officer or for review by a court of competent jurisdiction under applicable law.

11.2. Termination

A. In addition to revocation or termination in accordance with other provisions of this Franchise, the City may terminate this Franchise and all rights and privileges associated with this Franchise in the procedure described in this Section 11.2.

B. If Grantee has not already had an opportunity to cure a default pursuant to subsection 11.1, the City shall give written notice to the Grantee of its intent to terminate the Franchise prior to its termination of the Franchise. The notice shall set forth the nature of the noncompliance or default. Grantee shall have thirty (30) days from such notice to object in writing and to state its reasons for such objection and provide any explanation. In the event the City has not received a satisfactory response from Grantee, it may then seek a termination of the Franchise by the City Council in accordance with this subsection.

C. Any proceeding to terminate this Franchise shall be conducted by the City Council and open to the public. Grantee shall be afforded at least forty-five (45) days prior written notice of such proceeding.

D. At such proceeding, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce evidence, and to question witnesses. A complete verbatim record and transcript shall be made of such proceeding and the cost shall be shared equally between the parties. The City Council shall hear any Persons interested in the termination, and shall allow Grantee, in particular, an opportunity to state its position on the matter.

E. Within ninety (90) days after the hearing, the City Council shall determine whether to terminate the Franchise and declare that the Franchise is terminated and the irrevocable letter of credit or performance bond forfeited; or if the breach at issue is capable of being cured by Grantee, direct Grantee to take appropriate remedial action within the time and in the manner and on the terms and conditions that the City Council determines are reasonable under the circumstances. If the City Council determines that the Franchise should be terminated, the City Council shall set forth the reasons for such a decision and shall transmit a copy of the decision to the Grantee. Grantee shall be bound by the City Council's decision to terminate the Franchise unless it appeals the decision to a court of competent jurisdiction within fifteen (15) days of the date of the decision.

F. The City Council may at its sole discretion take any lawful action that it deems appropriate to enforce the City's rights under the Franchise in lieu of terminating this Franchise, including, but not limited to, declaratory judgments, injunctions and specific performance.

11.3. Procedures in the Event of Termination or Revocation

A. If this Franchise expires without renewal or is otherwise lawfully terminated or revoked, the City may order the removal of the above-ground Telecommunication Facilities and such

underground Facilities from the City at Grantee's sole expense within a reasonable period of time as determined by the City. In removing its Facilities, plant, structures and equipment, Grantee shall backfill at its own expense any excavation made by it and shall restore all Rights-of-Way, public places and private property to the same condition as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone wires or attachments. The indemnification and insurance provisions and the Assurance, as applicable, shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefor.

B. If Grantee fails to complete any removal required by this subsection to the City's satisfaction, after written notice to Grantee, the City may cause the work to be done and Grantee shall reimburse the City for the costs incurred within thirty (30) days after receipt of an itemized list of the costs, or the City may recover the costs through the Assurance provided by Grantee.

11.4. Alternative Remedies

No provision of this Franchise shall be deemed to bar the right of the City to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the City to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

11.5. Failure to Construct or Acquire

This Franchise terminates without further action by the City, notice of default, or opportunity to cure, if Grantee fails to apply for permits, commence construction, or acquire existing Facilities within on hundred and eighty (180) days of the effective date of this Franchise as provided in section 3.3.

12. FRANCHISE TRANSFER

A. The Franchise granted by the City and the entire Telecommunications System in the public rights of way of the City subject to the Franchise shall not be leased, assigned, or otherwise alienated without the express consent of the city by ordinance. This Section in no way prevents or prohibits Grantee from leasing portions of its dark fiber in accordance with its business plan for the provision of Telecommunications Services to the general public. No dealing with the lessee or assignee on the part of the city to require the performance of any act or payment of any compensation by the lessee or assignee shall be deemed to operate as such consent. The Grantee shall promptly notify the City of any actual or proposed lease, assignment or other alienation of the Franchise and the Telecommunications System in the public rights of way of the City. The parties to the proposed lease, assignment or other alienation of the Franchise and the Telecommunications System in the public rights of way of the Franchise shall make a written request to the City for its approval of a sale or transfer and furnish all information required by law and the City. Nothing

contained herein shall require the approval of the City for the provision of telecommunications services or service elements by Grantee to any customer of Grantee.

B. The City shall act by ordinance on the request within one hundred twenty (120) days of the request, provided it has received all requested information. Subject to the foregoing, if the City fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

C. Within thirty (30) days of any lease, assignment or other alienation, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed, agreement, lease or other duly notarized written instrument evidencing such lease, assignment or other alienation, certified and sworn to as correct by Grantee and the transferee, and the transferee shall file its written acceptance agreeing to be bound by all of the provisions of this Franchise, subject to applicable law.

D. In reviewing a request for sale or transfer, the City may inquire into the financial and operational qualifications of the prospective controlling party or transferee, and Grantee shall assist the City in so inquiring. The City may condition said lease, assignment or other alienation upon such terms and conditions as it deems reasonably appropriate, provided, however, any such terms and conditions so attached shall be related to the financial and operational qualifications of the prospective controlling party or transferee and to the resolution of outstanding and unresolved issues of noncompliance with the terms and conditions of this Franchise by Grantee.

E. Notwithstanding anything to the contrary in this subsection, the prior approval of the City shall not be required for any sale, assignment or transfer of the Franchise or Telecommunications System to an entity controlling, controlled by or under the same common control as Grantee, provided that that such proposed successor shall have the same or greater financial qualifications as has Grantee as of the effective date of this Franchise or at the time of such sale, assignment, or transfer, whichever financial qualifications are greater. The proposed assignee or transferee must agree in a duly notarized writing to comply with all of the provisions of the Franchise. Further, Grantee may pledge the assets of the Telecommunications System for the purpose of financing without the consent of the City; provided that such pledge of assets shall not impair or mitigate Grantee's responsibilities and capabilities to meet all of its obligations under the provisions of this Franchise.

F. Grantee may sell or issue securities to its employees, or to the public, or in a private placement to private investors, in accordance with applicable law, without the consent of the City, provided, however, that such sale or issuance of securities is not likely to adversely affect the ability of Grantee to perform all of its obligations under the Franchise.

13. MISCELLANEOUS PROVISIONS

13.1. Notices

Throughout the term of the Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent postage prepaid to such respective address and such notices shall be effective upon the date of mailing. The City or the

Grantee may change these addresses by written notice at any time. At the Effective Date of this Franchise:

Grantee's address shall be:

Astound Broadband, LLC
401 Kirkland Parkplace, Suite 500
Kirkland, WA 98033
Attn: Steve Weed, CEO and Byron Springer, EVP

The City's address shall be:

City of Everett
Paul McKee
3200 Cedar St.
Everett, WA 98201
With a copy to:

City of Everett
City Attorney's Office
2930 Wetmore Avenue
Everett, WA 98201

13.2. Descriptive Headings

The headings and titles of the Sections and subsections of this Franchise are for reference purposes only, and shall not affect the meaning or interpretation of the text herein.

13.3. Costs and Expenses to be Borne by Grantee

Grantee shall reimburse the City for all costs and expenses of preparation and publication of this Franchise and any Ordinance related hereto.

13.4. Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

13.5. Authority to Amend

This Franchise may be amended at any time by written agreement between the parties.

13.6. No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner that would indicate any such relationship with the other.

13.7. Waiver

The failure of the City at any time to require performance by the Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same. Nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

13.8. Venue

Venue for any judicial proceeding regarding this Franchise shall be in Snohomish County.

13.9. Governing Law

This Franchise shall be governed by applicable local, Washington state and federal law. Grantee agrees to comply with all such applicable law.

13.10. Entire Agreement

This Franchise represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written negotiations between the parties.

13.11. Severability

If any Section, subsection, paragraph or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

13.12. Acceptance

After the passage and approval of this Ordinance and within thirty days after such approval, this Franchise shall be accepted by Grantee by filing with the City Clerk an unconditional, acknowledged written acceptance of all terms and conditions of this Franchise. Failure of Grantee to file such an acceptance within thirty days of approval shall be deemed a rejection by Grantee, and the rights and privileges herein granted shall cease after expiration of the thirty day period after approval, unless the thirty day period is extended by ordinance duly passed for that purpose.

_____
Ray Stephanson, Mayor

ATTEST:

Passed: _____
Valid: _____
Published: _____
Effective: _____

_____
City Clerk

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Annual Contract with Snohomish County for the Everett – 2016 Community Housing Improvement Program (CHIP) HOME Funds

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

COUNCIL BILL #	
Originating Department	Planning
Contact Person	Rebecca McCrary
Phone Number	(425) 257-7133
FOR AGENDA OF	Sept. 28, 2016

Initialed by:
Department Head
CAA
Council President

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
	Resolution 6975 dated April 20, 2016	Contract	Planning, Legal

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

DETAILED SUMMARY STATEMENT:

Since 1994, the City of Everett has had a series of three year HOME Consortium Interlocal Agreements with Snohomish County. These agreements have allowed for the pass through of Federal HOME funds to Everett for housing projects in Everett. The Interlocal Agreement in 2012 included an automatic renewal at the end of every three years. Separate from the Interlocal Agreement are annual contracts with Snohomish County when the city receives each program year funding, which requires City Council approval.

City Council passed and approved Resolution 6975 on April 20, 2016 designating Fiscal Year 2016-2017 HOME funds for the City's Community Housing Improvement Program. The maximum contract amount for the Program funding year is $309,010. NOTE: An additional $1,645 was allocated to Everett since the original estimate of $307,365 identified in Resolution 6975.

RECOMMENDATION:

Authorize the Mayor to sign the Annual Contract with Snohomish County for the Everett – 2016 Community Housing Improvement Program (CHIP) HOME Funds.

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

CONTRACT SPECIFICS:

Contract Number: HCS-16-42-1601-198

Title of Project/Services: Everett - Community Housing Improvement Program

Maximum Contract Amount:	Start Date:	End Date:	Status Determination:
$309,010.00	August 22, 2016	In accordance with Exhibit A, Section 1-F	☒ Subrecipient ☐ Contractor

CONTRACTING ORGANIZATION:

Name:	City of Everett	Unique Entity Identifier:	057307456
Address:	2930 Wetmore Ave, Suite 8A	Contact Person:	Rebecca McCrary
City/State/Zip:	Everett, WA 98201	Telephone:	425-388-7133
IRS Tax No. \ EIN:	91-6001248	Email Address:	RAMMcCrary@everettwa.gov

FUNDING:

Funding Authority:	42 U.S.C. § 12701 et. seq.	Funding Specifics:	HOME Program
Federal Agency:	U.S. Department of Housing and Urban Development	CFDA No. & Title:	14.239 HOME Investment Partnerships Program
Federal Award ID No:	M16-DC530201		

County Program Division:	County Contact Person:	Contact Phone Number:
Housing & Community Services Division	Sue Tracy	425-388-3269

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

Basic Terms and Conditions Agreement HSD- 2015-101-198, maintained on file at the Human Services Department:

Specific Terms and Conditions	Attached as	Exhibit A	Request for Reimbursement/ Actual Expenditure Report	Attached as	Exhibit F
Statement of Work	Attached as	Exhibit B	Report of Actual Expenditures	Attached as	Exhibit G
Approved Contract Budget	Attached as	Exhibit C	HOME Program Income Monthly Report	Attached as	Exhibit H
Homeowner Rehab Set-Up and Completion Form	Attached as	Exhibit D	HOME Homeowner Rehab Quarterly Report	Attached as	Exhibit I
Homeowner Rehab Activity Commitment Certification	Attached as	Exhibit E	Certification Regarding Lobbying	Attached as	Exhibit J

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

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

FOR THE CONTRACTING ORGANIZATION:

(Signature) (Date)

(Title)

FOR SNOHOMISH COUNTY:

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

Approved as to Form Only:
Rebecca Wendling 9/8/2016
Deputy Prosecuting Attorney (Date)

EXHIBIT A

SPECIFIC TERMS AND CONDITIONS

EVERETT - COMMUNITY HOUSING IMPROVEMENT PROGRAM

I. TERMS AND CONDITIONS

A. Designation

This HOME Agreement is made by and between Snohomish County, a political subdivision of the State of Washington and the representative member of the Snohomish County HOME Consortium Participating Jurisdiction (hereinafter the "County"), and the City of Everett, a municipal corporation of the State of Washington and a member of the Snohomish County HOME Consortium Participating Jurisdiction (hereinafter the "Agency"). Contingent upon release of funds from the U.S. Department of Housing and Urban Development (hereinafter "HUD"), the Agency expressly agrees to undertake, that certain homeowner housing rehabilitation loan program referred to as **"Everett - Community Housing Improvement Program"** (hereinafter, the "Project"), more fully described in the statement of work, **Exhibit B**, attached hereto and incorporated herein by this reference, as the same is commonly referred to as a HOME Investment Partnerships Program (hereinafter "Program") project within the HOME Investment Partnerships Act of 1990, 42 U.S.C. § 12701 et seq., as now or hereafter amended (hereinafter the "Act").

The undertaking of the Project shall be in full accord with the Act, and all rules and regulations promulgated pursuant to the Act and the HOME Regulations, including the 2013 HOME Final Rule issued by HUD, and referenced in the Rules and Regulations in the Federal Register, Vol. 78, No. 142, July 24, 2013, which are incorporated in full herein by this reference. The Agency agrees to comply fully with all applicable Federal, state, and local laws, ordinances, and regulations in activities funded in whole or in part with funds provided through this Agreement and in carrying out the Project in accordance with Exhibit B and with all other terms of this Agreement.

B. Subgrant

1. The subgrant of **Three Hundred Nine Thousand and Ten Dollars ($309,010)** in 2016 HOME funds is provided to the Agency for the full undertaking and performance of the Project. The subgrant may be amended from time to time in the manner described elsewhere in this Agreement, so long as the same remains consistent with the object of Exhibit B, as now or hereafter amended. The sum of said subgrant and

any amendments thereto may only be expended in accordance with the budget contained in **Exhibit C** attached hereto, which is incorporated herein by this reference, as may hereafter be amended (the "Project Budget").

2. The funds will be used by the Agency to provide housing rehabilitation loans to homeowners of low-income families in accordance with the provisions of this HOME Agreement and Exhibit B.

3. All Program Income (as that term is defined in Section IV-F-1 of Exhibit A hereof) from the interest on or repayment of loans shall be deposited by the Agency into a separate HOME Program Income fund, as required by Section IV-F-2 of Exhibit A hereof, and shall be used by the Agency solely to make additional rehabilitation loans to HOME-eligible homeowners.

4. The Agency shall manage the Project so that Project costs do not exceed the Project Budget. Further, the Agency shall absorb all costs in excess of the authorized subgrant amount.

C. Notice to Proceed

The County shall furnish the Agency with written Notice to Proceed upon release of funds from HUD related to the Project pursuant to 24 CFR Part 58. No work on the Project prior to the Notice to Proceed shall occur without prior written approval from the County.

D. Term of Agreement

The term of this Agreement begins **August 22, 2016** and expires on the date the Agency ceases to conduct its Community Housing Improvement Program, including the origination of new housing rehabilitation loans and the servicing of existing housing rehabilitation loans as provided for in this Agreement, PROVIDED, HOWEVER, that no funds will be provided by the County to the Agency pursuant to this Agreement until the Agreement has been fully executed by both parties hereto. Notwithstanding the preceding sentence, this Agreement may be terminated by either party as provided in the Basic Terms and Conditions Agreement.

E. Term for Commitment of HOME Funds

1. The Agency shall fully commit the HOME funds provided under this agreement to homeowners for housing rehabilitation loans for the Project in accordance with the terms hereof by **August 31, 2018**.

2. On the ending date indicated above, the Agency shall no longer be entitled to commit funds for the Project pursuant to this Agreement. If the Agency does not fully commit the funds by the date indicated, the allotment to the Agency referred to in Section I hereof shall be reduced by the amount so not committed, PROVIDED, HOWEVER, that this limitation shall not apply to the Program Income generated from repayments of the initial HOME-funded loans, which Program Income shall be used to fund additional rehabilitation loans to qualified homeowners.

F. Term for Expenditure of HOME Funds

1. The Agency shall fully expend the HOME funds provided under this Agreement for the Project in accordance with the terms hereof by **August 31, 2021**.

2. On the ending date indicated above, the Agency shall no longer be entitled to draw against the corresponding HOME funds pursuant to this Agreement. If the Agency does not fully expend the funds by the date indicated, the allotment to the Agency referred to in Section I hereof shall be reduced by the amount not so expended, PROVIDED, HOWEVER, that this limitation shall not apply to the Program Income generated from repayments of the initial HOME-funded loans, which Program Income shall be used to fund additional rehabilitation loans to qualified homeowners.

G. Agency Operations

The Agency shall provide administrative, fiscal, and management services for the Project in accordance with this Agreement, the HOME Program statutes (including the Act), and the HOME Regulations. In addition, the Agency shall take reasonable steps to ensure meaningful access to its programs and activities by persons with limited English proficiency, and shall be guided in those efforts by HUD's "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; Notice," at 72 Federal Register 2731 (January 22, 2008).

H. Obligations Following Termination

Following expiration or termination of this Agreement, the Agency's obligations to the County shall remain in full force and effect until all closeout requirements are completed. Closeout requirements comprise all actions required to demonstrate to the County's satisfaction that all terms and conditions of this Agreement have been fulfilled, including, but not limited to, disposition of tangible property and provision of reports and data.

I. Capitalized Terms

All capitalized terms used but not defined herein shall have the meanings ascribed to them in 24 CFR Part 92. In addition, the meanings of capitalized terms defined herein are qualified in their entirety by reference to the definitions contained in 24 CFR Part 92.

II. PROGRAM REQUIREMENTS

A. Uniform Administrative Requirements

As required by 24 CFR § 92.505, the Agency shall conform its performance under this Agreement to the applicable parts of 2 CFR § 200 as they relate to the acceptance and use of Federal funds under this Agreement.

B. Other Federal Requirements

The Federal requirements set forth in 24 CFR § 92.350 are applicable to the Agency as a participant in the HOME Program. The requirements of that section include:

1. Nondiscrimination and equal opportunity;

2. Disclosure requirements;

3. Debarred, suspended or ineligible contractors; and

4. Drug-free workplace.

The Federal nondiscrimination requirements set forth at 42 U.S.C. § 12832 and relating to race, color, religion, ethnic or national origin, gender, age and non-disqualifying handicaps also are applicable.

C. Minority Outreach

Pursuant to 24 CFR § 92.351(b), Executive Orders Nos. 11625, 12432, and 12138, and 24 CFR § 85.36(e), the Agency shall take affirmative action to encourage the use of minorities' and women's business enterprises (hereinafter "WMBE") in connection with the HOME-funded activities related to the Project. In order to meet this goal, the Contractor shall, for all its Project contracts funded wholly or in part with HOME funds, demonstrate a good faith effort to attain 7.7% WMBE participation. Pursuant to 24 CFR § 92.508(a)(7)(ii)(B), the Agency shall submit an annual report of all Agency contracts over $25,000 relating to the Project and funded by HOME funds.

D. Affirmative Marketing

The Agency shall adopt and implement affirmative marketing procedures and requirements in compliance with 24 CFR § 92.351(a) for use of the HOME funds. The Agency shall submit those affirmative marketing procedures and requirements to the County for its review and approval.

E. Affirmative Action

The Agency shall take affirmative action to overcome the effects of any prior discriminatory practice which tends on the grounds of race, color, religion, ethnic or national origin, age, handicap, or gender to exclude or limit individuals from participating in the Project, to deny them the benefits of the Project, or to subject them to discrimination under the Project.

F. Fair Housing and Equal Opportunity

The Agency and its contractors performing work funded in whole or in part under this Agreement are subject to and shall at all times comply with applicable state and Federal statutes and laws, as may hereafter be amended, including but not limited to: Title VI of the Civil Rights Act of 1964, as amended (Pub. L. No. 88-352) and 24 CFR Parts 1 and 2 (Nondiscrimination in Programs or Activities Receiving Federal Financial Assistance); Title VIII of Civil Rights Act of 1968 (Pub. L. No. 90-284) and 24 CFR § 115 (Nondiscrimination in Housing); Executive Order No. 11063 (Equal Opportunity in Housing), Executive Order No. 12259 (amending Executive Order No. 11063); Section 109 of the Housing and Community Development Act of 1974 (42 U.S.C. § 5309) and 24 CFR § 570.602 (Nondiscrimination in any Program or Activity); Executive Order No. 11246, as amended; 41 CFR Part 60 (Regarding Nondiscrimination in Employment); Executive Orders Nos. 11625, 12432, and 12138; Attachment "0" of OMB Circular A-110: Use of Minority and Women's Business Enterprises; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) (handicapped); The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.); the Fair Housing Act (42 U.S.C. §§ 3601-3620), Discrimination Prohibitions under Chapter 49.60 RCW; and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.).

The Agency will also ensure the compliance of contractors and subcontractors with state requirements pertaining to fair housing and equal opportunity.

G. Environmental Review

1. Pursuant to 24 CFR § 92.352(b)(1), the County retains responsibility for environmental review, decision-making and action for purposes of fulfilling requirements of the National Environmental Policy Act (NEPA) for each activity carried out with HOME funds. The County may require the Agency to furnish data, information, and assistance for its review and assessment in order for the County to discharge its responsibilities, including determining whether the County must prepare an Environmental Impact Statement.

2. The Agency retains responsibility for fulfilling the requirements of the State Environmental Policy Act (SEPA) and regulations and ordinances adopted thereunder.

3. Performance by the Agency under this Agreement shall include satisfaction of all applicable requirements of the National and State Environmental Policy Acts. No funds may be committed to a HOME activity or project before completion of the environmental review and approval of the request for release of funds and related certification, except as authorized by 24 CFR Part 58.

4. Contracting Requirements

    a. This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1351 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time. In compliance with said regulations, the Agency shall enforce and cause or require to be inserted in full in all contracts and subcontracts, with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

        i. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency ("EPA") pursuant to 40 CFR § 15.20;

        ii. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. § 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1318), relating to inspection, monitoring, entry, reports, and information, as well as all other requirements

specified in said Section 114, Section 308, and all regulations and guidelines issued thereunder;

iii. A stipulation that, as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities; and

iv. Agreement by the contractor that it will include or cause to be included the criteria and requirements referred to in this section in every non-exempt subcontract, and that it will take all appropriate actions to enforce these requirements.

b. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(l) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

H. Displacement; Relocation

The Agency shall comply with the displacement, relocation, and acquisition requirements under 24 CFR § 92.353 where applicable.

I. Lead-Based Paint

The Project shall be conducted and administered in compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), and implementing regulations at 24 CFR Part 35, subparts A, B, J, K, M, and R, and with any and all applicable laws, regulations or standards hereafter enacted or issued with regard to lead-based paint.

J. Procurement Contracts

1. The Agency is subject to Federal procurement requirements contained in the applicable uniform administrative requirements as set forth at Exhibit A Section II-A of this Agreement.

2. Federal procurement requirements do not apply to the homeowners receiving rehabilitation loans made by the Agency or to the contractors hired by those homeowners.

K. Conflict of Interest

1. Conflict of Interest in Procurement

   a. Applicability

      In the procurement of supplies, equipment, construction, and services by the Agency, the conflict of interest provisions in 2 CFR § 200.318 shall apply. In all cases not governed by 2 CFR § 200.318, the provisions of 24 CFR § 92.356 and this section shall apply in addition to the provisions contained in the Basic Terms and Conditions agreement.

   b. Conflicts Prohibited

      No persons described in paragraph (c) of this section who exercise or who have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or financial benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year after.

   c. Persons Covered

      The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Agency.

   d. Exceptions: Threshold Requirements

      Upon the written request of the County, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it determines that such an exception will serve to further the purposes of the HOME Program and the effective and efficient administration of the County's HOME activities. The County may submit to HUD for its consideration a request for an exception only after the Agency has provided to the County the following:

i. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

ii. An opinion of the Agency's attorney that the interest for which the exception is sought would not violate state or local law.

The County will review the request of the Agency and will submit the request for an exception to HUD if the request meets the criteria listed above.

e. Factors to be Considered for Exceptions

The factors to be considered by the County in determining whether to submit an exception request shall be the same as those considered by HUD in determining whether to grant a requested exception and are contained at 24 CFR § 92.356(e).

2. Conflict of Interest in HOME-Assisted Housing

a. Applicability

No officer, employee, agent or consultant of the Agency may occupy any HOME-assisted unit.

b. Exceptions

Upon written request of the Agency, the County may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines the exception will serve to further the purposes of the HOME Program and the effective and efficient administration of the HOME-assisted project.

c. Factors to be Considered for Exceptions

The factors to be considered by the County in determining whether to grant a requested exception under paragraph (b) of this section are contained at 24 CFR § 92.356(f)(2).

L. Public Information

In all news releases and other public notices related to the Project funded under this HOME Agreement, the Agency shall include information identifying the source of funds as the Snohomish County HOME Investment Partnerships Program.

M. HOME Match Requirements

HOME matching contribution requirements of 24 CFR §§ 92.218–92.222 apply to HOME funds. HOME requires a Non-Federal match of 25% of total HOME funds expended. Match includes cash, assets, services, labor and other resources that are permanently contributed to the County's HOME Investment Trust fund and are not used as match for other Federal programs. The Project is expected to generate eligible match contributions but is not required to have a 25% match of HOME funds.

III. PROJECT REQUIREMENTS

The Agency will manage the Project so that the funding provided under this Agreement shall be in full compliance with the limitations contained in the HOME Regulations. The Agency will maintain records, which records shall be available for inspection by the County and HUD at the times and as provided in Section V-B-4 of Exhibit A hereof, demonstrating that assistance provided to each and every homeowner has been made in compliance with those limitations and the limitations described below.

A. Minimum and Maximum Per-Unit Subsidy Amounts

1. A minimum of $1,000 in HOME funds must be invested in each HOME-assisted housing unit.

2. The total amount of HOME funds invested on a per-unit basis may not exceed the per-unit dollar limits established under section 221(d)(3)(ii) of the National Housing Act (12 U.S.C. § 17151(d)(3)(ii)) for elevator-type projects for the area in which the housing is located, or in the event that HUD approves an increase up to 240 percent of the original per unit limits for the area, may not exceed said HUD-approved limits. The County has provided the Agency with the current maximum per-unit subsidy limits for the Snohomish County area. HUD updates these maximum per-unit subsidy limits periodically and Snohomish County will provide updated limits to the Agency upon receipt of this information from the Seattle HUD Field Office.

B. Property Standards

1. The housing units rehabilitated with HOME funds under this Agreement must meet:

   a. The property standards contained in 24 CFR § 92.251 at the times required by that section; and

b. The lead-based paint requirements contained in 24 CFR § 92.355 upon project completion.

2. The housing units rehabilitated with HOME funds under this Agreement must also meet the Snohomish County Urban County Consortium Rehabilitation Standards for HOME-Funded Projects and Programs, dated February 26, 2014, incorporated herein by this reference, and as subsequently amended; the Agency's Community Housing Improvement Program (CHIP) Operating Procedures Manual approved by the County, dated October 2012, incorporated herein by this reference, as subsequently amended with notice provided to the County; and applicable state and local codes.

C. Eligible Project Costs

1. The HOME funds under this Agreement must be used to provide home rehabilitation loans to homeowners to assist with HOME-eligible housing rehabilitation costs. Costs eligible for these loans must be: (a) to meet the property standards contained in 24 CFR § 92.251, (b) to make essential improvements, including energy-related repairs or improvements, improvements necessary to permit use by persons with disabilities, and the abatement of lead-based paint hazards, as required by 24 CFR Part 35, or (c) for other eligible purposes as listed under 24 CFR § 92.206 (a) and (d). The loans will be made upon the terms set forth in Exhibit B.

2. The HOME funds under this Agreement may be used to pay the cost to refinance existing debt as part of the home rehabilitation loans only in accordance with the requirements of 24 CFR § 92.206(b) and only after the County has established refinancing guidelines and amended the Snohomish County Urban County Consortium 2015-2019 Consolidated Plan to state these requirements, as required by 24 CFR § 92.206(b)(2).

D. Qualification as Affordable Housing

1. Beneficiary Requirements

The housing assisted with HOME funds under this Agreement:

a. must be owned by a homeowner whose family qualifies as a "low-income family" as defined in 24 CFR § 92.2 (a family whose annual income does not exceed 80% of the area median income, adjusted for family size, as determined by HUD), either at the time of loan execution or as provided in 24 CFR § 92.203(d)(2); and

b. must be occupied by the family as its principal residence.

2. Income Determinations

The Agency will utilize the 24 CFR 5.609 (Section 8) definition for annual income to make income eligibility determinations for the HOME rehabilitation loans.

3. Eligible Property Types

a. Homes rehabilitated with HOME funds under this Agreement must be single family housing (1- to 4-unit dwelling, condominium unit, or equivalent form of ownership approved by HUD, all as defined as "homeownership" under 24 CFR § 92.2).

b. As required by 24 CFR § 92.254(c) and 24 CFR § 92.2, homeownership interest in housing units assisted with HOME funds under this Agreement must be evidenced by one of the following:

i. Fee simple title;

ii. Ninety-nine (99) year leasehold interest (at least 50 year lease on Indian trust or restricted Indian lands or a Community Land Trust);

iii. Manufactured housing with lease for a period at least equal to the applicable period of affordability in 24 CFR § 92.254;

iv. Inherited property with multiple owners for which title has been passed to several individuals by inheritance, but not all heirs reside in the housing, sharing ownership with other nonresident heirs, and the applicant owner-occupant qualifies as Low-Income, occupies the housing as his or her principal residence, and pays all the costs associated with ownership and maintenance of the housing (.e.g. mortgage, taxes, insurance, utilities;

v. Life estate where applicant occupant holds a life estate, has a right to live in the housing for the remainder of his or her life, does not pay rent, qualifies as Low-Income, and occupies the housing as his or her principal residence;

vi. Inter vivos trust (also known as a living trust) where trust holds legal title and beneficiary or beneficiaries hold equitable title, where trust is valid and enforceable, where each beneficiary has the legal right to occupy the property for the remainder of his or her life, and where all beneficiaries of the trust qualify as Low-Income and occupy the property as their principal residence; or

vii. Beneficiary deed which conveys an ownership interest in real property, including any debt secured by a lien on real property, to a grantee beneficiary designated by the owner that expressly states that the deed is effective on the death of the owner, where upon the death of the owner the grantee beneficiary receives ownership in the property subject to all conveyances, assignments, contracts, mortgages, deeds of trust, liens, security pledges and other encumbrances made by the owner to which the owner was subject during the owner's lifetime, and the applicant beneficiary occupant qualifies as Low-Income and occupies the property as his or her principal residence.

4. Maximum Property Value

As required by 24 CFR § 92.254, the housing assisted with HOME funds under this Agreement must have an estimated property value, after rehabilitation, for the type of single family housing, that does not exceed ninety-five percent (95%) of the median purchase price for the area. In compliance with 24 CFR § 92.254(b)(1), HUD establishes these limits based on Federal Housing Administration (FHA) data for existing housing in the area and other appropriate data. The County has provided the Agency with the current maximum after-rehabilitation property value limits for the Snohomish County area. HUD updates these limits periodically and the County will provide updated limits to the Agency upon receipt of this information from the Seattle HUD Field Office.

5. Property Location

The housing assisted with HOME Funds under this Agreement must be located within the corporate limits of the Agency and the Agency's Urban Growth Area.

E. Written Agreements with Homeowners

The Agency shall enter into written agreements with homeowners for the HOME-funded loans. Written agreements with homeowners shall meet the requirements of 24 CFR § 92.504, as applicable, and state the terms and conditions for repayment of the loans. The Agency will include in each homeowner agreement assisted with HOME funds under this Agreement:

1. The requirements found at 24 CFR § 92.504(c)(5)(ii) applicable to homeowner rehabilitation assistance; and

2. The reserved right of the County to inspect the rehabilitation records for the homes assisted with HOME funds. The rehabilitation loans shall be

made following the protocol established in the Agency's Community Housing Improvement Program (CHIP) Operating Procedures Manual.

IV. FISCAL MANAGEMENT

A. Eligible Costs

Disbursements shall be made to the Agency under this Agreement only for certain "eligible project costs," as that term is defined in 24 CFR § 92.206, and, if approved by the County, for certain "pre-award costs" pursuant to 24 CFR § 92.212. In no event, however, shall disbursement be made to the Agency for costs not included in the Project Budget attached as Exhibit C to this Agreement.

No expenditure of HOME funds shall be made for "prohibited activities," as that term is defined in 24 CFR § 92.214.

B. Payment and Disbursements

The Agency may not request disbursement of funds under this Agreement until the funds are needed for the payment of eligible Project costs. The amount of each request shall be limited to the amount needed. Program Income (as that term is defined in Section IV-F-1 of Exhibit A hereof) must be disbursed before the Agency requests funds from the County.

Disbursements by the County pursuant to this Agreement shall be on a reimbursement basis, covering Project obligations incurred by the Agency. These funds shall be managed through the County's HOME Investment Trust Fund account (the "HOME Investment Fund") utilizing the Integrated Disbursement and Information System ("IDIS") described in 24 CFR § 92.502, in the following manner:

1. The Agency's Project staff shall prepare and submit to the County within the time required by 24 CFR § 92.502(b) a Homeowner Rehab Set-Up and Completion Form (attached hereto as **Exhibit D** and incorporated herein by this reference) and a Homeowner Rehab Activity Commitment Certification (attached hereto as **Exhibit E** and incorporated herein by this reference) with all documentation needed to complete activity set-up for each individual approved HOME-assisted rehabilitation loan activity.

2. The Agency's Project staff shall prepare a Request for Reimbursement/Actual Expenditure Report (attached hereto as **Exhibit F** and incorporated herein by this reference), together with a Report of Actual Expenditures (attached hereto as **Exhibit G** and incorporated herein by this reference), supported by copies of vouchers, invoices,

salary and wage summaries, or other documentation, and submit them to the County with adequate notice to allow processing by the County.

3. Each Request for Reimbursement/Actual Expenditure Report shall be submitted by the Agency only for funds needed for payment of eligible Project costs and payment will be limited to the amount so needed.

4. A check will be drawn by the County for Project needs within fifteen (15) calendar days of receiving the requested HUD funds from the U.S. Treasury and will be promptly forwarded to the Agency for disbursal.

5. Disbursements shall be limited to the amounts needed for allowable Project costs.

6. Disbursements will not occur, and payments may be withheld, unless the Agency provides proper documentation for the reimbursement requests. In addition, the County reserves the right to withhold payments pending delivery of Project reports or other documents as may be required under this Agreement.

C. Budget Revisions and Other Adjustments

In additions to the provisions contained in the Basic Terms and Conditions, the County reserves the right to reduce the amount of the Project Budget established by this Agreement if the Agency is not undertaking the Project activity at a level consistent with the terms and conditions, including but not limited to Exhibit B, of this Agreement. All disbursements under this Agreement shall be subject to audit and recovery of disallowed costs.

D. Repayment of HOME Funds

1. The Agency shall return or transfer to the County, as the case may be, all undisbursed HOME funds and Program Income not otherwise committed for pending loans upon the occurrence of any of the following events:

   a. The Project terminates before completion, voluntarily or involuntarily; or

   b. The Agency's Community Housing Improvement Program or the Agency itself ceases to exist; or

   c. This Agreement between the County and the Agency is terminated.

2. To the extent there are pending loans to be made at the time of any such occurrence, the Agency shall either make the pending loans and

subsequently transfer the loans to the County, or notify the County that it will transfer to the County the full balance of such funds so that the County may close the pending loans.

3. The Agency shall return or repay to the County all HOME funds disbursed to it under this Agreement upon the occurrence of any of the following events:

   a. The housing in which HOME funds are invested does not meet the post-rehabilitation actual value specified in 24 CFR § 92.254(b)(1), PROVIDED, HOWEVER, that the Agency need only return or repay HOME funds attributable to the particular housing not meeting such affordability requirements; or

   b. The Agency has received HOME funds pursuant to this Agreement to pay or reimburse it for activities subsequently found to be ineligible for funding, PROVIDED, HOWEVER, that the Agency need only return or repay HOME funds attributable to the ineligible activity;

   c. The HOME funds disbursed by the County are not used in accordance with HOME Program requirements and this Agreement, PROVIDED, that the Agency need only return or repay HOME funds attributable to activities not undertaken in accordance with HOME Program requirements or this Agreement.

   d. If overpayments are made solely to the extent of the overpayment.

   Any HOME funds to be returned or repaid to the County must be repaid to the County's HOME Fund local account.

E. Reversion of Assets

All unexpended funds authorized by the Project Budget (Exhibit C) upon closeout of the Agreement shall revert to the Snohomish County HOME Program. The Agency shall, upon expiration or termination of this HOME Agreement, transfer to the County:

1. Any HOME funds and Program Income on hand at the time of such expiration or termination; and

2. Its rights in any accounts receivable attributable to the use of HOME funds.

F. Program Income

1. Program Income is gross income, revenues and receipts of the Agency derived from activities assisted with HOME funds under this Agreement, and is fully defined at 24 CFR § 92.2. Subject to provisions in the following paragraphs (2) through (5), all Program Income derived from activities assisted with HOME funds provided under this Agreement may be retained by the Agency if it is used exclusively for additional HOME projects allowed under, and subject to the terms of, this Agreement. Any such Program Income which the Agency elects not to retain for such use shall be remitted to the County.

2. All HOME Program Income received by the Agency from this Project shall be deposited in a single, separate HOME Program Income account ("the Agency account"). The Agency shall record and maintain cumulative records of the original source (the HOME project) of each deposit to the Agency account, and the HOME project receiving each disbursement from the Agency account. Any balance on hand in the Agency account must be disbursed for eligible costs under any HOME project of the Agency before the Agency may withdraw HOME funds from the County for this or any other HOME project. When this operation results in an unintended transfer of funding resources from one program or project to another, the Agency may request the County to execute compensating, offsetting amendments to the respective HOME award amounts, if the respective HOME agreements have not been terminated or closed. If the respective HOME agreements have been terminated or closed, the Agency may remit Program Income to the County and request that the County execute a corresponding new award.

3. The Agency shall submit the HOME Monthly Program Income Report, in the form of **Exhibit H** of program income receipts to and disbursements from the Contractor account. The Agency shall also maintain records sufficient to allow it to estimate, as accurately as is feasible, the total amount of HOME Program Income that will be received from all of the Agency's HOME-assisted activities during the next ensuing July 1 to June 30 twelve-month period, and shall report that estimated amount to the County by February 1 of current July 1 to June 30 twelve-month period.

4. Upon termination or expiration of this Agreement, as provided in Section I-F of Exhibit A hereof or the Basic Terms and Conditions Agreement, the Agency shall remit to the County the balance of Program Income on hand, and assign and convey to the County title to all Program Income receivables. Thereafter the Agency shall remit to the County any Program Income amounts received for so long as the County continues to be a

Participating Jurisdiction (as defined at 24 CFR Part 92) in the HOME Program.

5. If the County ceases to be a Participating Jurisdiction before the end of the term of this Agreement, the Agency shall at that time remit to the County any on-hand Program Income comprised of HOME funds which were repaid during the term of this Agreement. The County in turn shall remit such funds to HUD. Thereafter, all future Program Income from repaid HOME funds made during the term of this Agreement shall be immediately remitted to the County, in perpetuity, and the County shall remit such funds to HUD.

V. RECORDS AND REPORTS

The Agency agrees to maintain the following records and submit the following reports in order to assist the County in meeting its recordkeeping and reporting requirements:

A. Records

Records under this Agreement shall be retained for the applicable periods required by 24 CFR § 92.508(c).

The Agency agrees to generate and maintain sufficient records to enable the County to determine whether the Agency has met the requirements of this Agreement, which records shall include the following:

1. Program records for each loan showing the sources and the uses of the funds and documenting homeowners assisted, homeowners' income, homeowners' ownership of units assisted, homeowners' occupancy of units assisted as principal residence, property type, property location, and written loan agreements meeting the requirements of Section III-D of this Agreement and 24 CFR § 92.504.

2. Financial management records in the form of separate accounts, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature and all services performed under this Agreement;

3. Records that demonstrate that the HOME-assisted properties in the Project meet the property standards contained in 24 CFR § 92.251;

4. Records that demonstrate a minimum investment of $1,000 in HOME funds for each unit rehabilitated and that demonstrate compliance with the requirements of 24 CFR § 92.254(b)(1) that the post-rehabilitation value of

the property does not exceed 95% of the median purchase price for the area, such records also to demonstrate how the value was determined;

5. Equal Opportunity and fair housing records containing:

   a. Data, as required by 24 CFR § 92.508(a)(7)(i)(A), on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with HOME funds; and

   b. Documentation and data on the steps taken to implement the County's outreach programs to minority-owned and female-owned businesses, including data indicating the racial/ethnic or gender character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with HOME funds; the amount of contract or subcontract, and documentation of the Agency's affirmative steps to assure that minority businesses and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services;

   c. Documentation, as required by 24 CFR § 92.508(a)(7)(i)(C), of the actions the Agency has taken to affirmatively further fair housing;

6. Records which demonstrate compliance with environmental review requirements contained in 24 CFR § 92.352;

7. Records which demonstrate compliance with the requirements of 49 CFR Part 24 and 24 CFR § 92.353 regarding displacement, relocation and real property acquisition;

8. Records demonstrating that each project meets the lead-based paint requirements of 24 CFR § 92.355 and of 24 CFR Part 35, subparts A, B, J, K, M and R;

9. Records supporting requests for waivers of, and exceptions to, the conflict of interest prohibitions contained in 24 CFR § 84.42 and 24 CFR § 92.356 and in Section II-L of this Agreement;

10. Records demonstrating compliance with 24 CFR Part 58, including but not limited to flood insurance requirements, as applicable; and

11. Records that demonstrate compliance with the insurance requirements provided in Section VII-A of this Agreement for the term of this Agreement as provided in Section I-D hereof.

B. Reports; Inspections

The Agency agrees to submit to the County such reports as the County requests pursuant to the requirements of state or Federal law. As a minimum, the Agency shall submit, in a format prescribed by the County, the following:

1. Homeowner Rehab Set Up and Completion Form

   The Agency agrees to submit to the County a Homeowner Rehab Set Up and Completion Form (**Exhibit D**) with all documentation needed for activity completion within thirty (30) days of completion of each individual HOME-assisted home rehabilitation loan activity.

2. Other Reporting Requirements

   a. The Agency agrees to submit to the County monthly the HOME Program Income Monthly Report (**Exhibit H**) or similar form with the same information.

   b. The Agency agrees to submit to the County, thirty (30) days after the end of each quarter, the HOME Owner-Occupied Housing Rehabilitation Loan Programs Quarterly Report (**Exhibit I**).

   c. The Agency shall submit an annual audit which includes this Project, certified by the State Auditor, to the County within twelve (12) months after the end of its fiscal year.

   d. If requested by the County, the Agency will submit to the County prior to the disbursement of funds certified copies of:

      i. Its Equal Opportunity and Fair Housing marketing plan;

      ii. Records demonstrating that the units meet or will meet all applicable property standards;

      iii. Certification that no layering of federal funds has occurred or will occur;

      iv. A conflict of interest statement;

v. Evidence of flood insurance, if applicable; and

vi. Evidence that neither the Agency nor any contractor, subcontractor, agent, representative, or consultant working on the Project is debarred or suspended from participation in federal programs.

e. Each such report shall be subject to the approval of the County.

3. The County may request any other information that it deems necessary to monitor compliance with the requirements set forth in this Agreement. Such information shall be provided promptly by the Agency.

4. At any time during the term of this Agreement, the County or its designee may inspect all accounting and other records pertaining to the HOME assistance activities and operation of the Project. Upon request by the County, the Agency shall notify homeowners of upcoming inspections of their records in order to ensure compliance with HOME Program rules pertaining to property standards as contained at 24 CFR § 92.251 and 24 CFR § 92.355 and in accordance with state law. The Contractor shall include in its written agreements with homeowners the reserved right of the County to inspect the records of homes rehabilitated with HOME loans made with funds provided under this Agreement.

VI. GOVERNING LAW AND VENUE STIPULATION

Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision hereof, shall be instituted and maintained only in any of the courts of competent jurisdiction at Everett in Snohomish County, unless the County determines a deferral forum is appropriate to the issue raised.

VII. MISCELLANEOUS PROVISIONS

A. Insurance

1. The County recognizes the Agency is self-insured. Prior to the execution of this Agreement, the Contractor shall provide to the County a signed and dated letter of self-insurance.

2. This HOME Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (Pub. L. No. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes, as defined under Section 3(a) of said act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section

201(d) of said act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said act. The Agency shall ensure that flood insurance coverage for affected property is maintained for the mandatory period.

B. Relationship of the Parties

The parties intend that an independent contractor/county relationship will be created by this Agreement. Except to the extent specific Agency performance is required by this Agreement or by applicable provisions of law, the County is interested only in the results to be achieved and the implementation of services will lie solely with the Agency. No agent, officer, employee, servant or representative of the Agency shall be deemed to be an agent, officer, employee, servant or representative of the County for any purpose, and none of the Agency's employees shall be entitled to any benefits or rights enjoyed by employees of the County. The Agency will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, contractors and subcontractors during the performance of this Agreement. Neither party shall have the power to bind or obligate the other party except as set forth in this Agreement. No joint venture is being undertaken as a result of this Agreement and the parties are not general partners. Nothing herein shall be construed as reserving to the County the right to control the Agency's business.

C. Severability

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court to be invalid or void, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall remain in full force and effect and shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

If it should appear that any provision hereof is in conflict with any statute or ordinance of the United States, the state of Washington, or Snohomish County, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

D. Entire Agreement – Modification

This Agreement constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all prior discussions and

understandings between them. This Agreement may not be amended or modified in any manner except by an instrument in writing signed by a duly authorized officer or representative of each of the parties hereto. The County and the Agency agree that this Agreement shall be modified if necessary to achieve compliance with HUD requirements.

E. Notices

Written notices and other written communications by and between the parties hereto shall be in writing, shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, and shall be deemed given when so delivered or received. All notices shall be addressed as follows:

County:	Agency:
Snohomish County Human Services Department – OHCD 3000 Rockefeller Avenue, M/S 305 Everett, WA 98201	Rebecca McCrary Housing & Community Development Program Manager City of Everett Planning Department 2930 Wetmore Avenue, Suite 8A Everett, WA 98201

Either party may change the address to which notices shall be sent by notice to the other party in the manner and with the effect set forth in this Section VII-E.

F. Gender

The use of the plural in this Agreement shall include the singular and the singular shall include the plural; and the use of one gender shall be deemed to include either gender.

G. Captions

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the intent of this Agreement.

H. Time of the Essence

Time is of the essence in the performance of each party's obligations under this Agreement. Each party will carry out its obligations under this Agreement diligently and in good faith.

EXHIBIT B

STATEMENT OF WORK

EVERETT – COMMUNITY HOUSING IMPROVEMENT PROGRAM

I. PROJECT DESCRIPTION

The Agency operates the Everett- Community Housing Improvement Program ("CHIP"). Pursuant to this Agreement, under its CHIP program, the Agency will provide HOME-assisted low-interest loans to low-income homeowners to rehabilitate their homes within the corporate limits of the Agency and the Agency's Urban Growth Area. The purpose of the program is to assist low-income homeowners to remain in their homes and to help maintain the current affordable housing stock in decent, safe, and sanitary condition.

II. SERVICES PROVIDED

A. The proceeds of the subgrant under this Agreement will be used to provide home rehabilitation loans under the Agency's CHIP program in accordance with the provisions of this Agreement, including but not limited to, the project requirements in Section III of Exhibit A and this Exhibit B.

B. The HOME loans provided will be in the form of deferred payment non-amortizing home rehabilitation loans for terms of fifteen to twenty-five years that accrue at three percent per annum simple interest. Loan amounts typically range between $2,500 and $100,000, with an estimated average loan of $45,000. Loan terms and payments shall be as set forth in the Agency's Community Housing Improvement Program Operating Procedures Manual, dated October 2012, and as subsequently amended with notice provided to the County.

C. To carry out the Project, the Agency shall maintain a technical staffing function which provides direct program support. This technical staffing function shall include HOME eligibility determination, inspection of homes to identify critical health and safety deficiencies and other needed rehabilitation work, preparation of work write ups, assisting homeowners in soliciting general and trade contractors, oversight of construction progress, ensuring work is performed to required property standards, and completing loan underwriting and debt service functions.

III. PROGRAM GOALS

A. A total of nine homes are estimated to be rehabilitated, pursuant to the subgrant made under this Agreement and estimated HOME Program Income to be available, at an estimated average cost of $45,000 per home. Actual

number of homes rehabilitated may vary depending on the actual cost of each loan and the actual amount of HOME Program Income available.

B. Estimated Schedule

Activity	#Units	Time Period
Loans Committed	2	August 2016 – December 2016
Loans Committed	3	January 2017 – June 2017
Loans Committed	2	July 2017 – December 2017
Loans Committed	2	January 2018 – June 2018

This is an estimated loan activity schedule. Notwithstanding the foregoing schedule, the deadlines for committing and expending the HOME funds set forth in Section I-B of Exhibit A to this Agreement are as outlined in Section 1-E and Section 1-F of Exhibit A to this Agreement.

SNOHOMISH COUNTY
HUMAN SERVICES DEPARTMENT

EXHIBIT C

APPROVED CONTRACT BUDGET
COST REIMBURSEMENT

PROJECT TITLE: Everett – Community Housing Improvement Program

AGENCY: City of Everett

ADDRESS: 2930 Wetmore Avenue Suite 8A, Everett, WA 98201

CONTRACT PERIOD: In accordance with Exhibit A, Section 1-E and Section 1-F

REVENUE SOURCES:
FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	AMOUNT
Federal 2016 HOME (Snohomish County) : CFDA# 14.239 HOME Investments Partnerships Program	$309,010

TOTAL FUNDS AWARDED: $309,010

NON-FEDERAL MATCHING RESOURCES:

TOTAL NON-FEDERAL RESOURCES:

MATCH REQUIREMENTS FOR CONTRACT: PERCENTAGE: AMOUNT:

OTHER PROGRAM RESOURCES (Identify):

SOURCE	PERIOD	AMOUNT
Other Federal		
Estimated HOME Program Income	8/15/2016-8/31/2018	$100,000
State/Local		
	TOTAL OTHER RESOURCES	$100,000

SNOHOMISH COUNTY
HUMAN SERVICES DEPARTMENT

EXPENDITURES

BARS #	CATEGORY	FUND SOURCE: 2016 HOME FUNDS	FUND SOURCE:	MATCHING RESOURCES	TOTAL	OTHER RESOURCES: Estimated HOME PROGRAM INCOME
10	Salaries/Wages					
20	Benefits					
30	Supplies					
41	Prof. Services					
42	Postage					
42	Telephone					
43	Mileage/Fares					
43	Meals					
43	Lodging					
44	Advertising					
45	Leases/Rentals					
46	Insurance					
47	Utilities					
48	Repairs/Maint.					
49	Printing					
49	Dues/Subscript.					
49	Registr/Tuition					
64	Machinery/Equip					
	Rehab Loans	$309,010			$309,010	$100,000
	TOTAL	$309,010			$309,010	$100,000

SNOHOMISH COUNTY
HUMAN SERVICES DEPARTMENT

EXPENDITURE NARRATIVE

AMOUNT	TYPE OF EXPENDITURE: i.e. Salaries: 40% Program person, etc. Benefits: FICA, MEDICAL, etc. Communications: Postage, Telephone, etc.
	See Page 2.

SNOHOMISH COUNTY
HUMAN SERVICES DEPARTMENT

DETAIL SALARIES/WAGES

POSITION	FT/PT	% OF TIME TO FUND	FUND	TOTAL MONTHLY	MONTHLY CHG TO FUND	TOTAL CHG TO FUND
Not Applicable						

EXHIBIT D

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

Homeowner Rehab Set Up and Completion Form
HOME Program (For single and multi-address activities)

Check the appropriate box: ☐ Original Submission ☐ Change Owner's Address ☐ Ownership Transfer ☐ Revision	Name and Phone Number of Person Completing Form:

A. General Information

1. Name of Participant:	2. IDIS Activity ID Number:	3. Activity Name:

Set Up Activity:

B. Objective and Outcome.

1. Objective (enter code): ____ (1) Create suitable living environment (2) Provide decent affordable housing (3) Create economic opportunities	2. Outcome (enter code): ____ (1) Availability/accessibility (2) Affordability (3) Sustainability

C. Special Characteristics.

1. Activity Location Type "Y" next to any that apply (1) ___ CDBG Strategy Area (2) ___ Local target area (3) ___ Presidentially declared major disaster area residential use (4) ___ Historic preservation area (5) ___ Brownfield redevelopment area (6) ___ Conversion of nonresidential to (7) ___Colonia (for AZ, CA, NM, TX)	2. Will this activity be carried out by a faith-based organization (Y/N)?

D. Activity Information.

1. Homebuyer's Name (option):		2. Street:		
3. City:	4. State:	5. Zip Code:	6. County Code:	Activity Estimates: 7. HOME Units: 8. HOME Cost: $
10. Multi-Address (Y/N)?	11. Loan Guarantee (Y/N)?			

E. Contractor. (For multi-address activities only)

1. Contractor Type (Enter code): ____ (1) Individual (2) Partnership (3) Corporation (4) Not-for-Profit (5) Publicly Owned (6) Other	2. Contractor's Name:		
	3. Contractor's Street Address:		
	4. City:	5. State:	6. Zip Code:

Complete Homeowner Rehab Activity:

2. Property Type (enter code): ____ (1) 1-4 Single Family (2) Condominium (3) Cooperative (4) Manufactured Home	(5) Completed Units: Total number: _____ HOME assisted: _____

F. Units.

1. Of the Completed Units, the number:	Total	HOME-assisted
Meeting Energy Star standards:	_____	_____
504-accessible:	_____	_____

G. Property Address. (For multi-address activities)

1. Homeowner's Name (optional):		2. Homeowner's Street Address:	
3. City:	4. State:	5. Zip Code:	6. County Code:

H. Cost.

Purchase Price: _____

Value After Rehab $ _____

1. *HOME Funds (Including Program Income)*

(1) Amortized Loan	$	
(2) Grant	$	
(3) Deferred Payment Loan (DPL)	$	
(4) Other	$	
Total HOME Funds		$

2. *Public Funds*

(1) Other Federal Funds	$	
(2) State/Local Funds	$	
(3) Tax Exempt Bond Proceeds	$	
Total Public Funds		$

3. Private Funds

(1) Private Loans	$	
(2) Owner Cash Contribution	$	
(3) Private Grants	$	
Total Private Funds		$
4. **Activity Total or Total Address**		$

I. Beneficiaries. (Refer to code below where applicable)

Unit #	# of Bdrms	Occupant	Household % Med	Household Hispanic ? Y/N	Household Race	Household Size	Household Type	Assistance Type	Total Monthly Rent

J. Lead Paint

(1) Applicable Lead Paint Requirement: *(Please select one)*

- O Housing constructed before 1978 ***(If you check this box please see question #2)***
- O Exempt: Housing constructed 1978 or later
- O Otherwise Exempt

(2) Lead Hazard Remediation Actions ***(Only if Housing was constructed before 1978)***

- O Lead Safe Work Practices (24 CFR 35.930 (b))
- O Interim Controls or Standard Practices (24 CFR 35.930 (c))
- O Abatement (24 CFR 35.930 (d))

FHA Insured (Y/N)?

# of Bdrms
0 – SRO/Efficiency
1 – 1 bedroom
2 – 2 bedrooms
3 – 3 bedrooms
4 – 4 bedrooms
5 – 5 or more bedrooms

Occupant
1 – Tenant
2 – Owner
9 – Vacant Unit

Household % of Med
1 – 0 to 30%
2 – 30+ to 50%
3 – 50+ to 60%
4 – 60+ to 80%

Household Race
11 – White
12 – Black or African American
13 – Asian
14 – American Indian or Alaska Native
15 – Native Hawaiian or Other Pacific Islander
16 – American Indian or Alaska Native & White
17 – Asian & White
18 – Black or African American & White
19 – American Indian or Alaska Native & Black or African American
20 – Other Multi Racial

Assistance Type
1 – Section 8
2 – HOME TBRA
3 – Other federal, state or local assistance
4 – No assistance

Household Size
1 – 1 person
2 – 2 persons
3 – 3 persons
4 – 4 persons
5 – 5 persons
6 – 6 persons
7 – 7 persons
8 – 8 or more persons

Household Type
1 – Single, non-elderly
2 – Elderly
3 – Single parent
4 – Two parents
5 – Other

Instruction for Completing the Homebuyer Set-up and Completion Report
HOME Program

Read the instructions for each item carefully before completing the form.

Applicability. The purpose of this report is to assist with the collection of information to be entered into IDIS. This report is to be completed for each homeowner rehabilitation activity assisted with HOME funds.

Timing. This report form is used to setup an activity in IDIS so that funds may be drawn down and to complete the activity so that the HOME Program reporting requirements are met.

A. General Information.

1. **Name of Participant.** Enter the name of the participating jurisdiction or the agency administering the homeowner rehab activity.
2. **IDIS Activity ID Number.** Enter the activity number assigned by IDIS.
3. **Activity Name.** Enter the name that the grantee or sub-grantee has designated to the activity.

Set Up Activity

B. Objective and Outcome

Objective. Enter the code of the objective that best describes the purpose of the activity. If a code is not entered in IDIS, the systems will default the answer to "2" – Decent affordable housing.

1. **Suitable living environments.** Applies to activities that benefit communities, families, or individuals by addressing issues in their living environment.
2. **Decent affordable housing.** Applies to housing activities that meet individual family or community needs. This objective should not be used for activities where housing is an element of a larger effort.
3. **Creating economic opportunities.** Applies to activities related to economic development, commercial revitalization, and job creation.

Outcome. Enter code of the outcome that best describes the benefits resulting from the activity. If a code is not entered in IDIS, the system will default the answer to "2" – Affordability.

1. **Availability/accessibility.** Applies to activities that make services, infrastructure, housing, and shelter available and accessible. Note that accessibility does not refer only to physical barriers.
2. **Affordability.** Applies to activities that provide affordability in a variety of ways. It can include the creation or maintenance of affordable housing, basic infrastructure hookups, or services such as transportation or day care.
3. **Sustainability.** Applies to activities that promote livable or viable communities and neighborhoods by providing services or by removing slums or blighted areas.

C. Special Characteristics

1. **Activity Location.** Type "Y" next to any that apply. IDIS will default the answer to "N" if an answer is not typed in the field.
   (1) CDBG strategy area is defined as HUD-approved neighborhood or Community Revitalization strategy Area (NRSA or CRSA), identified in the grantee's Consolidated/Annual Action Plan under Section 91.215 (e) or Section 91.315(e)(2).
   (2) Local target area is defined as a locally designated non-CDBG strategy area targeted for assistance.
   (3) Presidentially declared major strategy area is defined as an area declared a major disaster under subchapter IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
   (4) Historic Preservation Area is defined as an area designated for historic preservation by local, state, or federal officials.
   (5) Brownfield redevelopment area is defined as an abandoned, idle, or underused property where expansion or redevelopment is complicated by real or potential environmental contamination.
   (6) Conversion from non-residential or residential use is self explanatory. An example is converting an old warehouse into rental units or condominiums.
   (7) Colonia is defined as a rural community or neighborhood located within 150 miles of the U.S.-Mexican border that lacks adequate infrastructure and frequently also lacks other basic services. This field only applies to activities located in the states of Arizona, California, New Mexico, and Texas.
2. **Faith-Based Organization.** Will this activity be carried out by a faith-based organization (Y/N)? Enter "Y" if it is known or if the organization declares itself to be a faith-based organization. If not, enter "N". Note: IDIS will enter the default answer of "N" if an answer is not typed in the field.

D. Activity Information

1. **Homeowner's Name** (optional). Enter the name of homeowner. For multi address activities the name of the development can be entered.
3. **Street.** Self explanatory. For multi address activities enter a general description of the project location.
4. **City.** Self explanatory.
5. **State.** Self explanatory.
6. **Zip code.** Self explanatory.
7. **County code.** Enter the county name or code. IDIS provides help to select the appropriate code.
8. **Activity Estimates. HOME Units.** Enter the estimated total number of units (upon completion) that will receive HOME assistance.
9. **Activity Estimated HOME cost.** Enter the total amount of HOME funds requested for the activity.
10. **Multi-Address (Y/N)?** If the activity consists of more than one home, enter "Y" so that costs and beneficiary information can be reported for each address at completion.
11. **Loan Guarantee? Y/N.** Enter Yes or No to indicate whether this activity is supported by a loan guarantee.

E. Contractor Information. (For multi-address activities only.)

1. **Contractor Type.** (Enter code.)
   (1) Individual
   (2) Partnership
   (3) Corporation
   (4) Not-for-Profit
   (5) Publicly Owned
   (6) Other
2. **Contractor's Name.** Enter the name of the developer.

3.,4., 5., and 6. **Contractor's Street Address, City, State, and Zip Code.**
Self-explanatory.

Complete Homeowner Rehab Activity

1. **Property Type.** Enter code to indicate the type of property assisted:
   (1) 1-4 Single Family
   (2) Condominium
   (3) Cooperative
   (4) Manufactured
2. **Completed Units: Total Number: HOME Assisted:** Enter the total number of completed units and the told number of HOME Assisted units.

F. Units

1. **Of the units completed, the number:**
   Total and Home-Assisted Meeting Energy Star Standards. Enter the total number of completed units that meet Energy Star standards and the number of HOME-Assisted units that meet Energy Star standards.

   Energy Star applies to substantial rehabilitation. It is a system for achieving and verifying a level of building performance with respect to energy efficiency. The performance level is certified by third party contractors. See www.energystar.gov for more information.

   Total and HOME Assisted 504 accessible. Enter the total number of completed units and completed HOME assisted units that are 504 accessible.

   Note: IDIS will default the answers to zero if units are not entered in these fields.

2. **PJ Imposed period of affordability.** Homeowner rehab activities do not have a statutory or regulatory minimum period of affordability. If you are imposing a period of affordability enter the number of years here. To indicate a period of affordability in perpetuity enter "99."

G. Property Address

1. **Homeowner's Name.** (Optional)
2. -6. **Homeowner's Street Address, City, State, Zip Code and County Code.** Self-explanatory.

H. Costs

Include all HOME funds used for the activity and all other funds (public and private). *Do not double count.* If private funds are used for construction financing and those funds are later replaced by permanent financing and those funds are later replaced by permanent financing, *do not report both.* Report all HOME funds expended on the activity. *(Note: Federal regulations specifically prohibit paying back HOME funds with HOME funds.)* For funds other than HOME, to the extent a choice must be made to avoid double counting, report permanent financing rather than construction financing. The total amount of HOME funds reported in the block titled "Total HOME funds" (item (1) must equal the total amount disbursed through IDIS for this activity.

Value After Rehab. Enter the dollar value of the property. The dollar value is the appraised value of the property before rehabilitation plus the total rehabilitation cost (i.e. all materials, supplies and labor costs directly related to the rehabilitation of the property).

1. **HOME Funds (Including Program Income).**
   (1) **Amortized Loan.** Enter the amount of HOME funds provided for this activity in the form of an amortized loan. If there are multiple loans, enter the interest rate and term of the largest loan.
   (2) **Grant.** Enter the amount of HOME funds provided without any repayment requirements. (**Note**: A grant may be used to reduce the principal amount borrowed, a principal reduction payment, or the effective interest rate, an interest subsidy payment, on a privately originated loan.)
   (3) **Deferred Payment Loan (DPL).** Enter the amount of HOME funds provided through loans where payment of principal and interest is deferred until a future time and enter the interest rate and amortization period, if any. A DPL is sometimes called a conditional grant (e.g., repayment is required when the property is sold, or is forgiven if the owner does not sell the property for a specified number of years or repayment of principal and interest starts after the bank loan is repaid.)
   (4) **Other.** Enter the total amount of HOME funds provided for subsidy funding that is other than the type of loan/grant assistance identified in the above items listed in (1) through (3).

   Total HOME Funds. Enter the total of items (1) through(4) as the amount of HOME funds expended.
2. **Public Funds.**
   (1) **Other Federal Funds.** Exclude any HOME funds expended.
   (2) **State/Local Funds.**
   (3) **Tax Exempt Bond Proceeds.** Report funds used for development costs only.

   Total Public Funds. Enter the total of items (1) through (3) as the amount of Public Funds expended.
3. **Private Funds.**
   (1) **Private Loans.** Enter the amount of all of the costs that have been paid with funds obtained from private financial institutions, such as banks, savings and loans, and credit unions, and enter the interest rate and amortization period of the loan. If there are multiple loans, enter the interest rate and term of the largest loan. **(Do not double count.)**
   (2) **Owner Cash Contribution.** Enter the amount of all cash contributions provided by the homebuyer.
   (3) **Private Grants.** Enter the amount of cash contributions provided by private organizations, foundations, donors, etc.

   Total Private Funds. Enter the total of items (1) through (3) as the amount of Private Funds expended.
4. **Activity Total or Total Address.** Enter the sum of totals for HOME funds, Public funds and Private funds.

I. Beneficiaries.

Complete one line for the head of household of each residential unit that is receiving homebuyer assistance from the HOME Program.

Unit Number. Enter the unit number of each unit that will receive HOME assistance.

Number of Bedrooms. Enter 0 for a single room occupancy (SRO) unit or for an efficiency unit, 1 for 1 bedroom, 2 for 2 bedrooms, 3 for 3 bedrooms, 4 for 4 bedrooms, and 5 for 5 or more bedrooms.

Occupant. For homebuyer activities, one unit must be owner occupied. If there are tenant occupied units, enter 1 for tenant or 9 for vacant.

Percent of Area Median Income. For each occupied residential unit, enter one code only based on the following definitions:

1. **0 – 30 Percent of Area Median Income** refers to a household whose annual income is at or below 30 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

2. **30+ - 50 Percent of Area Median Income** refers to a household whose annual income exceeds 30 percent and does not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
3. **50+ - 60 Percent of Area Median Income** refers to a household whose annual income exceeds 50 percent and does not exceed 60 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
4. **60+ - 80 Percent of Area Median Income** refers to a household whose annual income exceeds 60 percent and does not exceed 80 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

Hispanic? Y/N. For each occupied residential unit, enter the ethnicity for the head of household as either "Y" for Hispanic or Latino or "N" if the head of household is not Hispanic nor Latino. Hispanic or Latino race is defined as a person of Cuban, Mexican, Puerto Rican, South or Central American, other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

Race of Head of Household. For each occupied residential unit, enter one code only based on the following definitions:

11. **White.** A person having origins in any of the original peoples of Europe, North Africa or the Middle East.
12. **Black/African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."
13. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent.
14. **American Indian/Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains affiliation or community attachment.
15. **Native Hawaiian/Other Pacific Islander.** A person having origins in any of the original people of Hawaii, Guam, Samoa or other Pacific Islands.
16. **American Indian/Alaska Native & White.** A person having these multiple race heritages as defined above.
17. **Asian & White.** A person having these multiple race heritages as defined above.
18. **Black/African American & White.** A person having these multiple race heritages as defined above.
19. **American Indian/Alaska Native & Black/African American.** A person having these multiple race heritages as defined above.
20. **Other Multi Racial.** For reporting individual responses that are not included in any of the other categories listed above.

Household Size. Enter the appropriate number of persons in the household: 1, 2, 3, 4, 5, 6, 7 or 8 or more persons (for households of more than 8, enter 8).

Household Type. For each residential unit, enter one code only based on the following definitions:

1. **Single, Non-elderly.** One-person household in which the person is not elderly.
2. **Elderly.** One or two person household with a person at least 62 years of age.
3. **Single Parent.** A single parent household with a dependent child or children (18 years old or younger).
4. **Two Parents.** A two-parent household with a dependent child or children (18 years old or younger).
5. **Other.** Any household not included in the above 4 definitions, including two or more unrelated individuals.

Assistance Type. For rented units, enter one code only to indicate the type of assistance, if any, being provided to the tenant.

1. **Section 8.** Tenants receiving Section 8 assistance through the Section 8 Certificate Program under 24 CFR part 882 or the Section 8 Housing Voucher Program under 24 CFR part 887.
2. **HOME TBRA.** Tenants receiving HOME tenant-based rental assistance.
3. **Other federal, state or local assistance.** Tenants receiving rental assistance through other federal, state or local rental assistance programs.
4. **No assistance.** Self-explanatory.

Total Monthly Rent. For rented units, enter one code only to indicate the type of assistance, if any, being provided to the tenant.

1. **Section 8.** Tenant receiving Section 8 assistance through the Section 8 Certificate Program under 24 CFR part 882 or the Section 8 Housing Voucher Program under 24 CFR part 887.
2. **HOME TBRA.** Tenants receiving HOME tenant-based rental assistance.
3. **Other federal, state or local assistance.** Tenants receiving rental assistance through other federal, state or local rental assistance programs.
4. **No assistance.** Self-explanatory.

Total Monthly Rent. For renters, enter the total monthly rent (tenant contribution plus subsidy amount).

FHA Insured (Y/N)? Enter "Y" for Yes and "N" for No to indicate whether the property's mortgage is insured by the FHA.

EXHIBIT E

HOME HOMEOWNER REHAB ACTIVITY COMMITMENT CERTIFICATION

Date: _____

Agency: City of Everett

Project: Everett - Community Housing Improvement Program

Contract #: HCS-16-42-1601-198

Homeowner: _____

1. ☐ The Agency has fully executed a written agreement with the homeowner that meets the requirements of the regulations applicable to the IDIS homeowner rehabilitation activity for which the funds are to be used.

2. ☐ The IDIS homeowner rehabilitation activity for which the funds are to be used meets the definition of commitment and all the requirements of the definition of commitment pursuant to regulations applicable to the IDIS activity.

3. ☐ The HOME-funded rehabilitation loan for this IDIS activity is a non-amortizing loan.

I certify that the statements and claims made herein are true and correct, and the identified requirements for the referenced project have been completed.

Date Homeowner Rehabilitation Loan Executed: _____

_____

Agency Project Staff Signature

EXHIBIT F

REQUEST FOR REIMBURSEMENT/REPORT OF ACTUAL EXPENDITURES

Date: _____

Project Title: **Everett – Community Housing Improvement Program**

Contract #: **HCS-16-42-1601-198**

Contracting Organization/Agency: **City of Everett**

Report Period: _____

Amount of Request: _____

CERTFICATIONS:

I, the undersigned, do hereby certify under penalty of perjury:

1. That I am duly authorized to submit this claim for reimbursement and report of actual expenditures on behalf of the above Agency;
2. That the enclosed Report of Actual Expenditures and documentation accurately reflects materials furnished, services rendered, and/or labor performed in furtherance of the above project;
3. That payment has been made or is currently due or obligated for such materials, services and/or labor; and
4. That the materials, services, and/or labor for which reimbursement from HOME funds is requested by this document have not and will not be paid for or reimbursed by any other agency, corporation, partnership, firm or individual, OTHER THAN the Agency, its officers, agents, and/or employees.

_____
(Signature)

_____
(Typed Name)

_____
(Position)

Office Use Only:

Program _____
FY _____
Obj#
Date Posted _____
% Complete _____
CY_____

Compliance

☐ Authorized Signature ☐ Within Budget
☐ Allowable/Eligible Cost ☐ Meets Contract Terms

HSSII: _____ Date _____

EXHIBIT G

REPORT OF ACTUAL EXPENDITURES

BARS #	CATEGORY	FUND SOURCE: 2016 HOME FUNDS	FUND SOURCE:	MATCHING FUNDS	TOTAL	OTHER RESOURCES: HOME PROGRAM INCOME
10	Salaries/Wages					
20	Benefits					
30	Supplies					
41	Prof. Services					
42	Postage					
42	Telephone					
43	Mileage/Fares					
43	Meals					
43	Lodging					
44	Advertising					
45	Leases/Rentals					
46	Insurance					
47	Utilities					
48	Repairs/Maint.					
49	Printing					
49	Dues/Subscript.					
49	Registr/Tuition					
64	Machinery/Equip					
	Other – Rehab Loans					
	TOTAL					

Exhibit H

HOME PROGRAM INCOME MONTHLY REPORT

Agency: City of Everett

Project: Community Housing Improvement Program (CHIP)

Project Number: HCS-16-42-1601-198

Report Period: _____

	HOME Program Income
Balance from Prior Period	
Cash Received	
Interest Earned on Funds in Bank	
Repaid Principal	
Repaid Interest	
Total Cash Received	
Cash Available This Report Period	
Cash Disbursed	
Rehabilitation Loans	
Total Cash Disbursed	
Ending Balance for Period	

EXHIBIT I

HOME HOMEOWNER REHAB PROGRAM
QUARTERLY REPORT

Agency: City of Everett

Project: Everett - Community Housing Improvement Program

Project Number: HCS-16-42-1601-198

Report Period: _____

I. Households Served

A. Total number of program applications received this quarter.	
B. Total number of (A) received from HOME-eligible applicants.	
C. Total number of unduplicated households assisted this quarter. "Unduplicated" means that each household assisted is counted only once during the program year. "Assisted" means project goal was accomplished.	
D. Total number of (C) assisted with HOME funds.	
E. Total number of (C) who are extremely low income (0-30% of area median income).	
F. Total number of (C) who are low income (31-50% of area median income).	
G. Total number of (C) who are moderate income (51%-80% of area median income).	
I. Total number of (C) who are female head of households.	
J. Total number of (C) who are persons with disabilities	
K. Complete the ethnicity/race chart below.	

Indicate the race and ethnicity of unduplicated homeowners (head of households) served during quarter. Racial and ethnic origins are not the same. Hispanic or Latino refers to a person of Cuban, Mexican, Puerto Rican, South or Central American or other Spanish Culture, regardless of race. All individuals served must be counted in the first column ("Race") – the total number of persons served in the first column ("Race") should equal the total number of households served in (C) above. If the individual is Hispanic or Latino, he/she must also be counted in the second column ("Ethnicity"). The second column ("Ethnicity") is a subset of the first column ("Race").

Total number of homeowners (head of households) in (C) who are:

ETHNICITY/RACE		
	Race	**Ethnicity** Hispanic or Latino
American Indian or Alaskan Native A person having origins in any of the original "Peoples" of the North or South America (including Central America) and who maintains tribal affiliation or community attachment.		
Asian Origins in any of the original peoples of the Far East. Southeast Asia, or the Indian sub-continent, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.		
Black or African American Origins in any of the Black Racial groups of Africa.		
Native Hawaiian or Other Pacific Islander Origins in any Original Peoples of Hawaii, Guam, Samoa, or other Pacific Islands.		
White Origins in any of the Original Peoples of Europe, Middle East, or North Africa.		
American Indian or Alaskan Native *and* White		
Asian *and* White		
Black or African American *and* White		
American Indian or Alaskan Native *and* Black or African American		
Other multi-racial category (please write in description)		
Balance of individuals reporting more than one race		

II. Grants and Loans Provided

If grants or loans were provided with HOME funds during the quarter, provide the following information:

A. Number of grants provided: _____

B. Number of loans provided: _____

C. If loans were provided, provided the following information:

Type of Loan	Interest Rate (%)	Amortization Period (in months)	Amount of Loan
Amortized Loan			
Deferred Payment/Forgivable Loan			
Other			

III. Number of HOME units completed (rehabilitation completed) this quarter:

Total Occupied Occupied Low/Mod Income

_____ _____ _____

IV. Narrative report of program activity. Include accomplishments achieved, problems encountered, changes in original project proposal, hiring of staff, any activity related to the HOME-funded portion of this project.

V. If there has been no activity or reduced activity during this quarter, detail factors responsible, and outline adjusted goals and timetables, and describe actions you are taking to meet your goals in the next quarter.

VI. With which Agencies or funding sources have you coordinated this quarter? Indicate Status of Interagency or Interlocal Agreements and, if applicable, reasons for delay.

VII. Have contracts for services, equipment, or supplies been awarded with HOME funds this quarter? If so, include firm name, address, phone number, award date, type of contract (services, equipment, supplies, etc.) and amount. If a delay in award has been encountered, please explain. PLEASE INDICATE IF THE BUSINESS IS WOMEN OR MINORITY OWNED.

VIII. Equipment Inventory: If equipment has been purchased in whole or part with HOME funds, list those items and the exact cost of each item.

IX. Have there been any projects which required households to move permanently or temporarily? Please list benefits provided for relocation costs.

X. Restrictions on Lobbying

One of the requirements contained in your HOME Agreement with the County concerns restrictions on lobbying. The certification regarding lobbying restrictions is found at Exhibit "J" of your HOME Agreement and requires that a disclosure form be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence the entities listed in (1) or (2) of Exhibit "J" of your HOME Agreement for the actions covered there,

(b) A change in the person(s) or individual(s) influencing or attempting to influence the entities for the purposes listed in (1) and (2) of Exhibit "J" of your HOME Agreement, or

(c) A change in the officer(s) employees(s) or members of Congress contacted to influence or to attempt to influence the covered actions of Exhibit "J" of your HOME Agreement.

Referring to (a), (b) and (c) above, during this reporting period has there been an event, which requires filing of a disclosure form concerning lobbying activities? _____

If a disclosure form has previously been filed, has there occurred during this reporting period a material change? _____

XI. Describe outreach efforts to make Agency activity assisted with HOME funds known and available to minorities and persons with disabilities. Include information and publicity campaigns, agency employee, homeowner, contractor or vendor recruitment efforts, cultural diversity training made available to staff, etc.

Report prepared by: _____

Contact Phone: _____

E-Mail Address: _____

Date: _____

THIS REPORT IS TO BE APPROVED BY THE SUPERVISOR OF THE HOME PROGRAM MANAGER

Report approved by (signature): _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT J

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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) 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

City of Everett

Signature: _____
Ray Stephanson

Title: Mayor

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:
- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post award

3. Report Type:
- ☐ a. initial filing
- ☐ b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ Prime ☐ Subawardee
Tier _____, *if known*:

Congressional District, if known:

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if applicable*: _____

8. Federal Action Number, *if known*:

9. Award Amount, *if known*:
$

10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):

(attach Continuation Sheet(s)

b. Individuals Performing Services *(including address if different from No. 10a)*
(last name, first name, MI):

SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply):
$ _____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):
- ☐ a. Cash
- ☐ b. In-kind; specify: nature: _____
  value: _____

13. Type of Payment (check all that apply):
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e. deferred
- ☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for payment indicated in item 11:

(attach Continuation Sheet(s) SF-LLL-A if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local production
Standard Form – LLL

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but at not limited to subcontracts, subgrants and contract awards under grants.

5. Of the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the report entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

1. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

2. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

3. Check the appropriate box(es). Check all boxes that apply, If other, specify nature.

4. Provide a specific and detailed description of the service that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

5. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

6. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

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Standard For – LLL

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Grant Agreement with the State of Washington Department of Archeology and Historic Preservation for Downtown Building Assessment and Workshop

	Briefing	
9/28/16	Action	
	First Reading	
	Second Reading	
	Third Reading	
	Public Hearing	

COUNCIL BILL #	
Originating Department	Planning
Contact Person	Paul Popelka
Phone Number	425-257-7155
FOR AGENDA OF	Sept. 28, 2016

Initialed by:
Department Head
CAA
Council President

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
Downtown Everett		Grant Agreement	Planning

Amount Budgeted	$15,000	
Expenditure Required	$15,000	
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Each year the State of Washington Department of Archeology and Historic Preservation solicits applications for historic preservation grants which are awarded on a competitive basis. The City has been awarded a 2017 grant in the amount of $15,000 to hire a consultant for an assessment of historic building conditions in the downtown area. The project will also include a handbook of methods and materials for building maintenance, rehabilitation and restoration. The assessment and handbook will be presented at one or more public workshops with building owners and the general public.

The City's application for this grant was supported by the Historical Commission.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign a Grant Agreement with the State of Washington Department of Archeology and Historic Preservation for a Downtown Building Assessment and Public Workshop.

STATE OF WASHINGTON

Department of Archaeology and Historic Preservation

1110 S. Capitol Way, Suite 30 • PO Box 48343 • Olympia, Washington 98504-8343
(360) 586-3065 • Fax Number (360) 586-3067 • www.dahp.wa.gov

DAHP Contract #FY17-61017-004

Grant Agreement

Between

Washington State

Department of Archaeology and Historic Preservation

And

City of Everett

Grant No.: FY17-61017-004

Contact Person:	Loren Doolittle (360) 586-3072
Federal Grant No.:	N/A
CFDA No.:	15-904
Grant Title:	City of Everett Downtown Building Assessment and Workshop
Effective Date:	October 1, 2016
Expiration Date:	August 31, 2017

Downtown Building Assessment and Workshop

This agreement is made between The Department of Archaeology and Historic Preservation hereinafter referred to as the DEPARTMENT, and City of Everett, hereinafter referred to as the GRANTEE.

Section 1. Responsibilities of the Grantee

A. The GRANTEE will perform or cause others to perform the work described in the "Scope of Work" (Attachment 2). Additional special conditions or specifics about the work required by this agreement, if any, are in attachments as enumerated and described in Section 3. The GRANTEE agrees to perform the work in accordance with any such special conditions or specifics.

B. The GRANTEE understands that the work called for under this agreement must conform to federal administrative requirements as they relate to the DEPARTMENT, and the GRANTEE agrees to comply with all such

requirements. The following documents summarize some of these requirements and are incorporated herein and made a part hereof as though set forth in full:

(1) The requirements of OMB Circular A-133 for States, Local Governments, and Non-profit organizations.

(2) The "Secretary of Interior Standards and Guidelines for Archaeology and Historic Preservation." All products under this contract must be in compliance with the relevant Secretary's Standards and Guidelines e.g. Preservation Planning, Identification, Evaluation, Registration, Historic Research and Documentation, Architectural and Engineering Documentation, Archeological Investigation, Historic Preservation Projects, and Preservation Terminology.

(3) The "Historic Preservation Fund Grants Manual." - Latest Revision, September 2005.

(4) "Grants in Aid Manual." Department of Community Trade and Economic Development, Office of Archaeology and Historic Preservation.

(5) "Fiscal Year 2013 Historic Preservation Fund Annual Grant Application and Budget Changes / Special Conditions."

(6) "43 CFR 17 Civil Rights, Subpart A, Implementing Title VI of the Civil Rights Act of 1964; and Subpart B, Implementing Section 504 of the Rehabilitation Act of 1973; and Subpart C, Implementing the Age Discrimination Act of 1975; and subpart E, Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of the Interior."

(7) "Americans with Disabilities Act of 1990," 42 U.S.C. 1201 et seg. (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

c. The GRANTEE agrees to comply with the restrictions of 18 U.S.C. 1913 concerning lobbying with appropriated funds: "No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution

proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business."

D. The GRANTEE agrees to maintain records in a manner which will provide an audit trail to all expenditures reported to the DEPARTMENT. The GRANTEE agrees to keep these records for at least four years following the ending date of the grant. In the event that an audit of the GRANTEE or of the DEPARTMENT should take exception to any expenditures by the GRANTEE, the GRANTEE agrees to refund to the DEPARTMENT on demand the amount determined by the audit as due. In the event that the DEPARTMENT is required to institute legal proceedings to enforce this repayment provision, the DEPARTMENT shall be entitled to its costs thereof, including reasonable attorney's fees. When arranging for an audit, the DEPARTMENT should contact:

Paul Popelka (425) 257-7155
2930 Wetmore Ave Suite 8-A
Everett, WA 98201 ppopelka@everettwa.gov

E. The GRANTEE agrees to pay all the costs involved in carrying out the terms of this agreement prior to seeking reimbursement as provided for in Section 2. a. When seeking reimbursement, the GRANTEE will submit a completed reimbursement form in writing to the DEPARTMENT and provide such documents as an affidavit of publication for newspaper advertising soliciting bids, contracts, photocopies of canceled checks and invoices, and other documents as may be requested by the DEPARTMENT. The DEPARTMENT will provide the GRANTEE with the reimbursement form and guidelines for financial reporting procedures. The GRANTEE agrees to submit its request for reimbursement within thirty (30) days following completion of the work.

F. The GRANTEE agrees to provide the DEPARTMENT with a completion report following a form provided by the DEPARTMENT. The GRANTEE will submit this report on or before the end date. The GRANTEE agrees that the DEPARTMENT shall have the right to withhold all or part of the payment required in Section 2.a. pending receipt of this completion report.

G. The GRANTEE agrees that the "Budget" (Attachment 1) shall be a financial guide for the work called for by this agreement. The GRANTEE may exceed the budgeted amounts, but this shall in no way obligate the DEPARTMENT for a

greater amount than that stipulated as DEPARTMENT share. In the event that the GRANTEE should spend less than the budgeted amount on an object or element in the budget, the DEPARTMENT may either reduce its obligation proportionately or it may terminate this agreement. The GRANTEE agrees to maintain records which will render an accurate accounting by the elements or objects in the budget. The actual expenditures for the amounts reflected in the budget may vary by 15 percent without requiring an amendment to this grant agreement.

H. The GRANTEE agrees that the DEPARTMENT shall have the right to terminate this agreement if the GRANTEE shall fail to fulfill in a timely and proper manner its obligations under this agreement or if the GRANTEE shall violate any of the covenants, conditions, or stipulations of the agreement. In case of such termination by the DEPARTMENT, the GRANTEE agrees to return to the DEPARTMENT within thirty (30) days of the effective date of termination, any payments made by the DEPARTMENT to the GRANTEE under the terms of this agreement or any portion of such payments as may be directed by the DEPARTMENT.

The GRANTEE agrees to submit the products identified in the Scope of Work on or before the grant end date. GRANTEE acknowledges and understands that final products which do not conform to the terms and conditions of this agreement or which do not meet the applicable Secretary of the Interior's Standards will not be reimbursed.

I. The GRANTEE agrees to submit a "Schedule for Project Completion" (Attachment 6) before beginning work under this agreement. Said schedule form shall list each element described in the "Scope of Work" and shall indicate the approximate date when completion of each can be expected.

J. The GRANTEE will maintain regular contact with the DEPARTMENT regarding the progress of the grant project. The GRANTEE agrees that the DEPARTMENT shall have the right to monitor the work called for by this agreement.

K. The GRANTEE agrees to use competitive negotiation procedures (or small purchase procedures for under $25,000) for procurement of professional services and subcontracts. GRANTEE agrees to maintain records sufficient to detail the significant history of a procurement and to forward evidence of competitive procurement to the DEPARTMENT prior to reimbursement of funds under this agreement. (See Section 3, Attachment 7.)

L. The GRANTEE agrees that it, its agents and employees, and any other person or entity performing any work under this agreement, are independent contractors and not employees of the State of Washington.

M. Federal funds are the basis for this contract. The GRANTEE certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. Should for any reason the Federal funds which are the basis for this agreement become withdrawn, the agreement may be terminated without penalty to the DEPARTMENT.

N. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

Consistent with RCW 43.17.320.340, the parties shall make every effort to resolve disputes arising out of, or relating to, this contract through discussion and negotiation.

Should discussion and negotiation fail to resolve a dispute arising under this contract, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the director of each party and a third party mutually agreed upon by the director of each party. The team shall attempt, by majority vote, to resolve the dispute. If the dispute cannot be resolved in this fashion, either party may request assistance from the Governor pursuant to RCW 43.17.330.

O. The GRANTEE agrees to provide or purchase industrial insurance coverage, as applicable, prior to performing work under this agreement. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this GRANTEE, or any sub-grantee or employee of the GRANTEE, which might arise under the industrial insurance laws during performance of duties and services under this agreement. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result to work performed under this agreement, those payments shall be made by the GRANTEE; the GRANTEE shall indemnify the DEPARTMENT and guarantee payment of such amounts.

P. The GRANTEE agrees to include written acknowledgment of National Park Service, Department of Community Trade and Economic Development, and Office of Archaeology and Historic Preservation support for all grant-related publications and public information materials including audio-visual and workshop materials. The GRANTEE further agrees that the written acknowledgment shall comply with the form and content stipulated in the "Historic Preservation Fund Grants Manual – Latest Revision September 2005."

Q. The GRANTEE agrees to any additional conditions identified in section 3 and attached to this agreement.

R. There shall be no discrimination against any person employed by the GRANTEE in connection with work covered by or related to this agreement, or against any applicant for such employment, because of race, creed, color, sex, age, martial status, national origin, or the presence of any sensory, mental, or physical handicap in accordance with Chapter 49.60RCW. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation and selection for training. The GRANTEE shall insert a similar provision in all subcontracts for services covered by this agreement.

During the performance of this Contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

S. In accordance with legislative findings and policies set forth in Chapter 39.19 RCW the GRANTEE is encouraged in the participation and use of Minority and Women's Business Enterprise firms certified by OMWB.

T. The GRANTEE agrees to a 100 / 00 match of funds. One hundred percent (100%) being the full amount of the grant. The GRANTEE agrees that any match specifically identified to this grant agreement by the GRANTEE, the GRANTEE will not claim such match for any other grant, agreement or contract. The DEPARTMENT has first and exclusive claim to match provided by the GRANTEE to this agreement as indirect eligible match to the National Park Service, Historic Preservation Fund Grant awarded to the DEPARTMENT. **DEPARTMENT:** Grant Amount: $15,000.00. **GRANTEE:** Minimum Grant Match Amount: $0.00. Note: GRANTEE has proposed a non-required match of $21,735.00.

Section 2. Responsibilities of the DEPARTMENT

A. The DEPARTMENT agrees to reimburse the GRANTEE one hundred (100) percent of its actual authorized expenditures for the purpose of this agreement, provided:

(1) The total paid by the DEPARTMENT shall not exceed the amount stipulated in the "Budget" (Attachment 1) as DEPARTMENT share.

(2) All expenditures were incurred between the beginning and ending dates of the grant.

(3) No expenditures have been previously claimed in any other grant from any agency of the state or federal government.

(4) The DEPARTMENT has authority to expend the funds required to meet the obligations contained herein.

(5) The GRANTEE has met all requirements contained in this agreement.

B. The DEPARTMENT agrees to consider requests from the GRANTEE for progress payments if, in the DEPARTMENT'S judgment, the public interest will be served by doing so and if such payments are administratively practical.

C. The DEPARTMENT may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

Section 3. Attachments

The following attachments are hereby incorporated into and made a part of this agreement.

Attachment #1.	"Budget," consisting of one page.
Attachment #2	"Scope of Work consisting of three pages.
Attachment #3A.	"Civil Rights Assurance", consisting of one page.
Attachment #3B,	"Understanding Grant Requirements", consisting of one page.
Attachment #3C.	"Certification Regarding Debarment," consisting of one page.
Attachment #4.	"State Form A19-1 Invoice Voucher" to be used as basis for billing, consisting of one page.
Attachment #5	"Report of Services/ Labor Value Appraisal" form to be used by GRANTEE to document labor costs, consisting of one page.
Attachment #6	"Schedule for Project Completion" form, consisting of one page

Attachment #7"Competitive Negotiation and Small Purchases Contracting Documentation," consisting of one page, for a total of eleven (11) pages.

Section 4. Amendments

This grant agreement may only be amended if such amendment is in writing (with the exception of the 15% variance for actual expenditures identified in Section 1.g), agreed to and signed by all the parties, and attached hereto.

DEPARTMENT:

Allyson Brooks, Director

Date

GRANTEE:

City of Everett

Date

Fed ID No.

ATTACHMENT 1

VI. PROJECT BUDGET

ELEMENT/OBJECT

Salaries *(Include each position- volunteer or staff – and attach hourly wage justification if needed)*	***Federal Dollars*** *(CLG grant requested)*	***Hard Match**** *(Local government cash match = Staff Hours)*	***Soft Match**** *(Donated goods and services = volunteer hours)*	***Total***
Community Development Planner (500 hours at $43.47/hour salary and benefits for CLG administration		$ 21,735		$ 21,735

Indirect % *(*Include justification for indirect %)*				

Total Element/Object:		$ 21,735		$ 21,735

GOODS & SERVICES

Contract Services	***Federal Dollars***	***Hard Match***	***Soft Match***	***Total***
Consultant	$ 15,000			$ 15,000

Materials/Supplies/Equipment				

Travel				

Other				

Total Goods & Services:				$ 36,735

	Federal Dollars	***Hard Match***	***Soft Match***	***Total Project Cost***
Total Funding Request	$ 15,000	$ 21,735		$ 36,735

ATTACHMENT 2

Scope of Work

The GRANTEE shall conduct the following activities:

A. CITY OF EVERETT DOWNTOW BUILDING ASSESSMENT AND WORKSHOP:

1. The BUILDING ASSESSMENT area shall be within the Hewitt Avenue National Register Historic District or may include buildings listed in the Everett Register, within the downtown core.

    a) CRITERIA: Assessed buildings shall be contributing to the district or potentially contributing (if the proposed improvements to a non-contributing building may result in a contributing building).
    b) Assessment may be limited to the front elevation or most prominent public side of the building.
    c) Assessment shall address the cleaning, repair, rehabilitation, or restoration of historic materials and features consistent with the Secretary of the Interior's *Standards for the Treatment of Historic Properties* and applicable Preservation Briefs.
    d) A minimum of 10 buildings (negotiable) shall be assessed and an illustrated written report of the findings provided by the contractor. The report shall be geared to a public audience.
    e) One public workshop shall be held to deliver the findings of the contractor and to provide education about historic materials to building owners. The contractor shall be the main speaker at the workshop and shall afford the public an opportunity to answer questions about the assessment.

B. PROJECT MANAGER: The GRANTEE shall ensure that the personnel directing the assessment meet the professional qualifications in 36 CFR 61, Appendix A for **Historic Architecture**. The personnel must be procured using a competitive process as outlined in the Historic Preservation Fund Grants Manual, October 1997, see Attachment #7. **Before final selection, the GRANTEE shall afford the DEPARTMENT an opportunity to review and approve candidates for the historic preservation consultant conducting the survey project.**

C. The DEPARTMENT shall be afforded the opportunity to view a list of the buildings selected and an outline for the proposed written report. The DEPARTMENT shall respond to the GRANTEE within 14 days of each submittal with comments. If the DEPARTMENT has not responded within 14 days, the GRANTEE shall assume that the DEPARTMENT has no comment on the draft submittals.

D. INCOMPLETE OR INACCEPTABLE MATERIALS: Any required materials submitted, which are not considered acceptable or complete will be returned to the GRANTEE for completion within the grant period.

E. REIMBURSEMENT: The GRANTEE will only be reimbursed for preparing acceptable and complete required deliverables submitted during the grant period.

F. DEPARTMENT RESPONSIBILITIES: The DEPARTMENT shall provide the GRANTEE with comments in a timely manner (2 weeks maximum).

G. ACKNOWLEDGEMENT: The BUILDING ASSESSMENT REPORT shall include **in its entirety** the following acknowledgement, disclaimer, and non-discrimination statements:

> This survey has been financed in part with Federal funds from the National Park Service, Department of the Interior administered by the Department of Archaeology and Historic Preservation (DAHP) and the City of Everett. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, DAHP, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or DAHP.
>
> This program received Federal funds from the National Park Service. Regulations of the U.S. Department of Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age, or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, 1849 C Street, NW, Washington, D.C. 20240.

H. PUBLIC EDUCATION ACTIVITIES

1. The GRANTEE shall conduct at least one public presentation during the grant period subject to the following conditions:

   a) The purpose of the presentation(s) shall be to present findings of the building assessment project. The GRANTEE/Contractor shall respond to any questions raised by the public.

   b) The GRANTEE shall notify the DEPARTMENT of the presentation dates and shall be afforded an opportunity to attend.

   c) Following each public meeting, provide the DEPARTMENT with a summary of the number of participants, comments, and notable conclusions arising from the presentation. This may be in email format.

I. REPORTING ACTIVITIES

1. GRANT ADMINISTRATION: The GRANTEE shall establish and maintain contact with the DEPARTMENT throughout the grant period as to the status of all grant activities by preparing and submitting the requested documents to the DEPARTMENT at the times indicated in the SCHEDULE FOR PROJECT COMPLETION

J. PRODUCTS: The GRANTEE shall at a minimum submit the following products to the DEPARTMENT:

A. BUILDING ASSESSMENT REPORT as described in A.1 of this Scope of Work.

B. PUBLIC EDUCATION: One email memo per public meeting summarizing attendance and any notable conclusions from the meeting. Also include the meeting advertisement if applicable.

ATTACHMENT 3A

U. S. DEPARTMENT OF THE INTERIOR
CIVIL RIGHTS ASSURANCE

As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 *et. seq.*), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is sued for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of the assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	COMMUNITY DEVELOPMENT DIRECTOR
APPLICANT/ORGANIZATION	DATE SUBMITTED
CITY OF EVERETT	APRIL 21, 2015
APPLICANT/ORGANIZATION MAILING ADDRESS	BUREAU OR OFFICE EXTENDING ASSISTANCE
2930 WETMORE AVE, SUITE 8-A EVERETT, WA 98201	DAHP

DI-1350
(REV 6/91)

Previous Edition Usable | Authorized for Local Reproduction | Standard Form 424D (Rev.7-97)
Prescribed by OMB Circular A-102

ATTACHMENT 3B

STATEMENT OF UNDERSTANDING FOR GRANT MANAGEMENT REQUIREMENTS

- CLGs receiving HPF grant assistance must fulfill the terms of their grant agreement with the state and adhere to all requirements of the National Register Programs Manual. This requirement includes compliance with Title VI of the Civil Rights Act of 1964, 78 Stat. 241, as amended, which provides that no person on the grounds of age, race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be subject to discrimination under any activity receiving Federal financial assistance.

- Local financial management systems shall be in accordance with the standards specified in OMB Circular A-128, "Standards for Grantee Financial Management Systems."

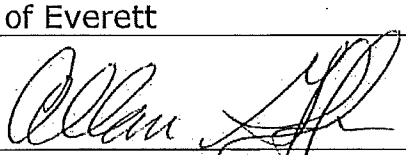
- Indirect costs may be charged as part of the CLG grant only if the CLG subgrantee meets the requirements of the manual. Unless the CLG has a current indirect cost rate approved by the cognizant federal agency, only direct costs may be charged.

- Grant recipients must maintain auditable financial records in accordance with the General Accounting Office's Standards for Audit of Governmental Organizations, Programs, Activities, and Functions.

- The CLG subgrantee will provide, with request for reimbursement, documentation to support billings (time sheets, front and back canceled checks, etc.) for federal and non-federal share claimed.

- Repayment will be made to the SHPO organization if terms and conditions of the subgrant agreement are not followed or costs claimed are disallowed following audit.

City of Everett
CLG



SIGNATURE OF APPLICANT

Community & Development Director
TITLE

April 21, 2016
DATE

ATTACHMENT 3C

U.S. Department of the Interior

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, N.W., Washington, D.C. 20240.

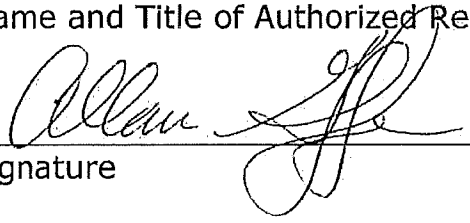
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Allan Giffen, Community Development Director

Name and Title of Authorized Representative



Signature

April 21, 2016

Date

FORM A19-1A	STATE OF WASHINGTON **INVOICE VOUCHER**

AGENCY USE ONLY	
AGENCY NO.	CONTRACT NO. OR GA AUTH. NO.
103	FY17-61017-004

AGENCY NAME

Department of Archaeology and Historic Preservation
PO Box 48343
1110 South Capital Way Suite 30
Olympia, Wa 98504-8343

ATTN:

VENDOR OR CLAIMANT (warrant is to be payable to)

City of Everett
Attn: Paul Popelka
2930 Wetmore Ave Suite 8-A
Everett, WA 98201

Attachment Four

INSTRUCTIONS TO VENDOR OR CLAIMANT:

In the absence of a detailed invoice, submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

Vendor's Certificate:

I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veteran status.

By: _____
(Sign in ink)

(Title) (Date)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO.	RECEIVED BY	DATE RECEIVED

DATE	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT

PREPARED BY (Fiscal)				DATE			DIVISION APPROVAL				DATE	
DOC DATE				CURRENT DOC NO			REF DOC NO			VENDOR NUMBER		VENDOR MESSAGE
SUF	TRANS CODE	MOD	FUND	APPN INDEX	PROGRAM INDEX	SUB OBJ	SUB SUB OBJ	CNTY	CITY	PROJECT	AMOUNT	INVOICE NUMBER	GENERAL LEDGER

APPROVED FOR PAYMENT BY FISCAL	DATE	WARRANT TOTAL

Contract #FY17-61017-004

Attachment 5
REPORT OF SERVICES

Name of Project:
Name of Person Performing Services:
Address:
Telephone:
Did you receive any compensation for the time you devoted to this project?
Yes ☐ No ☐
If yes, who paid you?
How much were you paid?

Month:	Year:
Describe the services you performed. (If you supervised others, include their names and positions.)	
How was the hourly rate shown below determined?	
Labor value appraisal on reverse side of this form. Other, explain:	

☐

Total number of hours worked each day during this month:

Beginning	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	**Totals**

I hereby swear that I devoted the time reported above, performing the work described on the project named. This time has not been reported for any other Federal or State project.

_____ Date _____

I supervised or coordinated this person's work and verify that it was performed as indicated above.

_____ Date _____

Total hours this month:		# of hours
Hourly rate:	$	Per hour
Amount charged to project:	$	

Washington State Office of Archaeology and Historic Preservation
1110 S. Capitol Way, Suite 30
PO Box 48343
Olympia, WA 98504-8343

INSTRUCTIONS:
Use this form to document all labor, whether paid or voluntary, which is claimed against a grant or used for the matching share of a grant. Complete it on a timely basis, i.e., fill it out immediately after the service is provided.

ATTACHMENT 6

V. SCHEDULE FOR PROJECT COMPLETION

List each proposed grant activity separately estimating the start and completion dates. This should be a complete listing of all potential activities associated with the grant including the ***two*** draft submittal dates of Friday May 5, 2017 for the first draft and Friday July 14, 2017 for the second draft. Final projects must be turned in by Thursday, August 31, 2017. A start date and completion date are not sufficient for the Schedule of Project Completion.

WORK TO BE ACCOMPLISHED	Estimated Starting Date	Estimated Completion Date
Prepare Scope of Work and issue Request for Qualifications (RFQ) to historic preservation consultants	Nov 1, 2016	Nov 30, 2016
Select consultant; contract negotiations and award of contract	Dec 1, 2016	Dec 30, 2016
Provide background information to consultant and introduce project to Historical Commission	Jan 2, 2017	Jan 24, 2017
Consultant field survey for building and block assessments and documentation	Jan 2, 2017	Feb 17, 2017
Consultant prepares Draft Report/Toolkit	Feb 17, 2017	April 14, 2017
Historical Commission review of Draft Report/Toolkit	April 25, 2017	April 25, 2017
First Draft Report/Toolkit submitted to DAHP	May 5, 2017	May 5, 2017
Conduct Public Workshop	June 2017	June 2017
Second Draft Report/Toolkit submitted to DAHP	July 14, 2017	July 14, 2017
Historical Commission review of Final Report/Toolkit	July 25, 2017	July 25, 2017
Final Report/Toolkit submitted to DAHP	Aug 15, 2017	Aug 15, 2017
Reimbursement Request and Completion Report submitted to DAHP	Sept 29, 2017	Sept 29, 2017

ATTACHMENT 7
COMPETITIVE NEGOTIATION AND SMALL PURCHASES CONTRACTING DOCUMENTATION

THIS FORMAT SHOULD BE USED FOR CONTRACTS FOR PROFESSIONAL SERVICES AND OTHER PROCUREMENT TO DOCUMENT COMPLIANCE WITH FEDERAL PROCUREMENT STANDARDS.

1. Grant Number: _____

2. Type of Contract:
- **Professional Services** _____
- **Printing** _____
- **Equipment/Supplies** _____
- **Other** _____

3. Addresses of Contractors Contacted:

Name of Person/Business: _____
Street or PO Box: _____
City/State/Zip Code: _____
Work Telephone Number: _____
Quote/Bid given: _____

Name of Person/Business: _____
Street or PO Box: _____
City/State/Zip Code: _____
Work Telephone Number: _____
Quote/Bid given: _____

Name of Person/Business: _____
Street or PO Box: _____
City/State/Zip Code: _____
Work Telephone Number: _____
Quote/Bid given: _____

Contractor Selected: _____
Basis for Selection: **Lowest Price** _____ **Other** _____

If the basis for selection was <u>not</u> the lowest price, explain the basis used:

_____ _____
Signature of Grantee Official **Date**

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
A Resolution authorizing recovery of abatement costs pursuant to EMC 1.20.090 at 2620 Rucker Avenue

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

COUNCIL BILL #	
Originating Dept.	Code Enforcement
Contact Person	Kevin Fagerstrom
Phone Number	(425)257-8565
FOR AGENDA OF	Sept. 28, 2016

Initialed by:
Department Head _____
CAA _____
Council President _____

Location

Preceding Action

Attachments
Proposed Resolution, Summary of Activities, Report of Expenses, Order of the City of Everett Code Official, Contractor's Invoice, Notice of Payment Due, Notice of Council Hearing

Department(s) Approval
Legal, Code Enforcement

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

DETAILED SUMMARY STATEMENT:
The Everett Municipal Code (Section 1.20.090) authorizes the City to abate code violations and recover the abatement costs. On June 1, 2016, an inspection of the property located at 2620 Rucker Avenue revealed that the vegetation in the yard was overgrown and dried out and presented a potential fire hazard to neighboring properties. The City ordered the overgrown vegetation to be cut and debris removed from the property. The Property owner failed to comply with this order and on July 5, 2016 a contractor conducted the abatement including removal of overgrown vegetation and debris from the yards of the property. The Respondent failed to pay the abatement costs and penalty, which are now past due. This Resolution authorizes placement of an assessment lien on the property on or after September 28, 2016, in the amount of the abatement costs, which total $1,437.07.

RECOMMENDATION (Exact action requested of Council):
Adopt a Resolution authorizing recovery of abatement costs pursuant to EMC 1.20.090 at 2620 Rucker Avenue in the amount of $1,437.07.

RESOLUTION NO._____

A RESOLUTION authorizing recovery of abatement costs pursuant to EMC 1.20.090 at 2620 Rucker Avenue, Everett, Washington.

WHEREAS, the Everett Municipal Code (the "EMC") Section 1.20.090 authorizes the City to abate code violations and recover the abatement costs; and

WHEREAS, on June 8, 2016 an Order of the City of Everett Code Official was issued against the property owner Robert A. Schleiffers (the "Owner") to abate exterior nuisance conditions at 2620 Rucker Avenue (the "Property"), parcel number 00439161502000, and abbreviated legal description:

EVERETT PLAT OF BLK 615 D-00 - LOTS 20 & 21; and

WHEREAS the Owner failed to abate the exterior nuisance conditions in accordance with the Order;

WHEREAS, an Order of the City of Everett Code Official explained that failure to abate the exterior nuisance conditions would result in the City abating the nuisance conditions on the Property, and that those costs may become a lien against the Property if the Owner failed to reimburse the City the abatement costs; and

WHEREAS, the City, through a contractor, conducted the abatement of the exterior nuisance conditions on July 5, 2016; and

WHEREAS, the City incurred costs in the amount of $1,437.07 in its abatement of the exterior nuisance conditions against the owner; and

WHEREAS, the Owner has failed to timely pay the abatement costs; and

WHEREAS, notice of Council's consideration of this Resolution was provided to the Owner; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Everett that the costs and penalties set forth in the report attached hereto is confirmed for the Property. The City Treasurer is authorized to certify the amount due and owing to the County Treasurer, which amount shall then be entered as an assessment upon the tax rolls against the Property with interest as provided by law.

_____
COUNCIL MEMBER INTRODUCING RESOLUTION

PASSED AND APPROVED THIS ___ DAY OF SEPTEMBER, 2016

_____
SCOTT MURPHY,
COUNCIL PRESIDENT

Police Code Enforcement Unit

Summary of Activities
2620 Rucker Avenue

06/01/16:	Inspection reveals overgrown vegetation in the yards and debris discarded on the Property.
06/08/16:	Order of the City of Everett Code Official sent to owners
06/13/16:	Inspection reveals Property remains in violation of City ordinance.
07/05/16:	Abatement completed by Combined Construction, Inc.
07/06/16:	Notice of abatement cost sent via regular, certified mail and posting.
08/15/16:	Notice of Council Hearing is sent certified and posted on property.
09/28/16:	Council Hearing.

Everett Police Department
Code Enforcement Unit

September 7, 2016

City of Everett – Code Enforcement Unit
Order of the City of Everett Code Official dated June 8, 2016
Abatement of exterior nuisance conditions for property located at: 2620 Rucker Avenue, Everett, Washington

Itemized Statement for: Robert A. Schleiffers
Case #: CE16-0476
Abatement Date: July 5, 2016

1) City of Everett Fees for abatement costs incurred:

Abatement of violations (Combined Construction, Inc)	$1,437.07
Total:	**$1,437.07**

Everett Police Department
Code Enforcement Unit

June 8, 2016 Case # CE16-0476

ORDER OF THE CITY OF EVERETT CODE OFFICIAL

Property: 2620 Rucker Avenue
Everett, Washington 98201

Property owner: Robert Schleiffers

You are the owner, and/or have a financial interest in the above referenced property (the "Property").

On February 2, 2012 this Property was condemned due to a structure that was heavily damaged by fire, was vacant and unfit for human habitation and occupancy. On March 19, 2013, the Violations Hearing Examiner of the City of Everett Held that the vacant and fire damaged structure and property was not maintained in a safe, secure and sanitary manner and that the structure and property was an attractive nuisance.

Inspections of the property conducted on June 1, 2016 revealed that the property remains vacant, abandoned and is not being maintained in a clean, safe and sanitary manner. The conditions described above remain on the Property in violation of the Everett Municipal Code (EMC) and International Property Maintenance Code (IPMC). Additionally the vegetation, grass and weeds on the property are extremely tall and dry causing potential fire danger. Such violations are an annoyance and disrupt and injure the comfort, repose, health and safety of others. The entire community is affected by the activity.

Pursuant to my authority as the Code Official under the International Property Maintenance Code Section 108.2, I hereby order you, Robert Schleiffers to remove all exterior nuisance conditions present on the property, which include;

- Litter, junk, and trash discarded on the property in violation of EMC 8.20.020 (A)
- Furniture items discarded on the property in violation of EMC 8.20.020 (C)
- A shopping cart visible on the property in violation of EMC 8.20.020 (D)
- Overgrown grass, weeds in violation of EMC 8.20.020 (E)
- Graffiti visible on the property in violation of EMC 8.20.020 (F)

ACTION REQUIRED: You must remove all exterior nuisance conditions on the property by June 12, 2016, no later than 1:00 pm.

FAILURE TO COMPLY: If you fail to comply with this order, the city will remove all exterior nuisance conditions after 1:00pm on June 12, 2016. Any cost of the removal of nuisance conditions on the property will be at your sole expense and may become a lien on your property if you fail to reimburse the City for its costs.

This Order is subject to the appeal process set forth in RCW 36.70C.

I certify that I personally served Robert Schleiffers by posting this Order on the residence at the Property.

Kevin Fagerstrom
City of Everett
Code Enforcement Supervisor

I Anne Weech do hereby certify that on June 8, 2016, I mailed certified / 1st class Robert Schleiffers a true and accurate copy of the ~~order / VC~~ issued re: case # CE16-0476 Order Code Official

Signature

Combined Construction, Inc.

4493 Russell Road Ste:G
Mukilteo, WA 98275

Invoice

Date	Invoice #
7/6/2016	2013-035-25

Bill To
City of Everett 3002 Wetmore Ave. Everett, WA 98203 USA

P.O. No.	Terms	Project
RQ 21771	Net 30	2013-035 On-Call Police As...

Quantity	Description	Rate	Amount
1	18 Hours @ $70.00/Hr	1,260.00	1,260.00T
1	Disposal Fees	56.00	56.00T
	Sales Tax	9.20%	121.07
		Total	$1,437.07

SMALL WORKS PUBLIC WORKS CONTRACT ($2,500 or less including tax)

STATEMENT OF INTENT TO PAY PREVAILING WAGES AND AFFIDAVIT OF WAGES PAID

This form must be typed or printed in ink and completed in full or it will be returned for correction. Large, bold numbers match instructions on the back of this form. Shaded areas are for the Awarding Agency and Labor &Industries (L&I) use only.

No filing fee

Contractors may obtain this form from the CONTRACT AWARDING AGENCY only. Contractors must complete and return the form to the CONTRACT AWARDING AGENCY. If the agency approves the form, it will send a copy of the approved form to L&I within 30 days of the date the agency received the form from the contractor.

1 Contract Awarding Agency: City of Everett Purchasing Div			Project Name: Addamark @ 2620 Rucker		
Awarding Agency Address: 3200 Cedar St			Contract or Purchase Order Number: RQ 21771		
City: Everett	State: WA	ZIP+4: 98201	County Where Work Was Performed: Snohomish	City Where Work Was Performed: Everett	
Indicate Total Dollar Amount of Your Contract - Include Sales Tax (No "Time & Materials" allowed) $ 1437.07			Date Contract Awarded (mm/dd/yy): 7/1/16	Date Work Completed (mm/dd/yy): 7/6/16	

2 Number of Owner/Operators who own at least 30% of the company who performed work on this project: (check one box) ☐ None (0) ☒ One (1) ☐ Two (2) ☐ Three (3)

3 Did employees perform work on this project? (check one box) ☒ Yes ☐ No (If "Yes" - please list below)

4 Crafts/Trades/Occupations and Apprentices – For Apprentices enter the name, registration number, trade, dates worked on project, stage of progression, wage and usual benefit for each apprentice.	5 Number of Workers in Each Trade	6 Total # of Hours Worked in Each Trade	7 Rate of Hourly Wages	8 Rate of Hourly Usual ("Fringe") Benefits
General labor	2	18	42.93	-0-

9 Contractor Company Name: Complete Construction Inc		Contractor Address: 4493 Russell Rd Ste G		
Contractor Phone Number: 425-610-4334	Contractor Email Address: gjscciegmail.com	City: Mukilteo	State: WA	ZIP+4: 98275
Contractor Registration Number: COMPLCI893NT	Contractor UBI Number: 603-119-288	Contractor Industrial Insurance Account Number: 214,146-00		

I hereby certify that the above information is correct and that all workers I employed on this Public Works Project were paid no less than the Prevailing Wage rate(s) as determined by the Industrial Statistician of the Department of Labor & Industries. I understand that contractors who violate Prevailing Wage laws, e.g., apply incorrect classifications/scopes of work for tasks performed on the project, fail to pay correct prevailing wage rates, etc., are subject to fines and/or debarment and will be required to pay any back wages due workers. See RCW 39.12.065.

Contractor Signature	Date	Title
[signature]	7/6/16	VP/GM

PLEASE NOTE:

- In approving this form, the Awarding Agency must verify that the Contractor's Registration or License is current and valid.
- The contract dollar amount indicated shall only be for a single payment in full on a single contract with the Awarding Agency. NO subcontractors.
- For information on potential Awarding Agency liability regarding use of this alternate filing process, see RCW 39.12.040(2)(d).
- RCW 39.12.040(2)(e): Nothing in this section shall be interpreted to allow an Awarding Agency to subdivide any public works project of more than two thousand five hundred dollars for the purpose of circumventing the procedures required by RCW 39.12.040(1).

10 Approval: Name and Title of Individual Authorized to Approve This Form on Behalf of the Awarding Agency (type or print)	Phone Number	Email Address

Signature of Individual Authorized to Approve This Form on Behalf of the Awarding Agency	Date

Received: Department of Labor & Industries

Date: _____

EVERETT POLICE DEPARTMENT
CODE ENFORCEMENT UNIT

July 7, 2016

Robert A. Schleiffers, Owner
11120 59th Ave S
Seattle, WA 98178

Chase Mortgage Company

Re: Case #CE16-0476: Order of the City of Everett Code Official
Violation Address: 2620 Rucker Avenue, Everett, WA 98201

Dear Mr. Schleiffers,

On June 8, 2016 an Order of the City of Everett Code Official was issued requiring abatement of the exterior nuisance conditions on the property noted above by June 12, 2016 no later than 1:00 pm. You failed to abate all or part of the exterior nuisance conditions. Pursuant to the Order of the City of Everett Code Official the City abated the exterior nuisance conditions.

The abatement of the exterior nuisance conditions on the property was completed on July 5, 2016, pursuant to the Order of the City of Everett Code Official and provisions of the Everett Municipal Code, chapter 1.20. The cost to the City for this work is $1,437.07 and an invoice is attached. According to EMC 1.20.090 (B), all costs of abatement, including incidental expenses, shall be billed to the Respondent and become due and payable 30 days from the date of this bill. Failure to pay this fine could result in an assessment lien against the property.

Please note that this is the only notice you will be receiving from the City in regards to this matter.

Payment shall be made to:

City of Everett
Treasurer's Office
2930 Wetmore, Suite 100
Everett, WA 98201

Please reference your **Case Number CE16-0476** on your check, money order or at the time of payment. If you have any questions, please contact our office at (425)257-8560.

Thank you for your prompt response,

Kevin Fagerstrom
Code Enforcement Supervisor
Code Enforcement Unit
Everett Police Department

I Anne Weeck, do hereby certify that on July 7, 2016 I mailed certified / 1st class Robert F Schleiffers a true and accurate copy of the ~~order / VC~~ issued re: case # CE16-0476 Abatement Fine
Anne Weeck
Signature

POLICE

CODE ENFORCEMENT UNIT

August 15, 2016

NOTICE OF HEARING

Robert A. Schleiffers
2620 Rucker Avenue
Everett, WA 98201

Re: Case Number CE16-0476
2620 Rucker Avenue

Dear Mr. Schleiffers,

You are hereby notified that there will be a public hearing before the Everett City Council regarding your property located at 2620 Rucker Avenue, Everett, Washington, the legal description of which is follows:

EVERETT PLAT OF BLK 615 D-00 - LOTS 20 & 21

TAX PARCEL NUMBER: 00-4391-615-020-00

SUBJECT: The Code Enforcement Unit will request City Council adopt a resolution confirming the expenses incurred by the City of Everett while performing abatement of exterior nuisance conditions and authorizing placement of lien against the above-described property in the amount of the abatement costs. This amount totals $1,437.07. The resolution and packet to be presented to the City Council are enclosed.

The City Council will formally consider adopting/denying the resolution at the date, time, and location below.

DATE: Wednesday, September 28, 2016

TIME: 12:30 p.m.

LOCATION: City Council Chambers
3002 Wetmore Avenue
Everett, WA 98201

Please contact me at (425) 257-8565 with any questions.

Kevin Fagerstrom, Supervisor Code Enforcement Unit

I Anne Weech, do hereby certify that on 8/15/16, I mailed certified / 1st class Robert Schleiffers a true and accurate copy of the ~~order / VC issued~~ re: case # CE16 0476 Council packet

Anne Weech
Signature

07/05/2016 08:54

07/05/2016 15:17

07/05/2016 08:54

07/05/2016 15:17

07/05/2016 08:55

07/05/2016 15:17

07/05/2016 08:55

07/05/2016 15:17

07/05/2016 08:57

07/05/2016 15:20

07/05/2016 08:57

07/05/2016 15:19

07/05/2016 08:58

07/05/2016 15:19

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Amendment No.1 with BHC Consultants, LLC for Design and Construction Support Services of "Sewer Regulators 4 and 39 Modifications"

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

COUNCIL BILL #	
Originating Department	Public Works
Contact Person	David Voigt
Phone Number	425-257-8983
FOR AGENDA OF	Sept. 28, 2016

Initialed by:
Department Head _____
CAA
Council President

Location

Preceding Action
Professional Services Agreement for Predesign, December 9, 2015

Attachments
Amendment No. 1

Department(s) Approval
Public Works

Amount Budgeted	$2,000,000	
Expenditure Required	$356,897	Account Number(s): UP 3633
Budget Remaining	$1,643,103	
Additional Required	$0	

DETAILED SUMMARY STATEMENT:
The need for this project is based on the City's 2014 Comprehensive Sewer Plan Update Capital Improvement Plan C-11 to reduce Combined Sewer Overflow discharges at Snohomish River Outfall #4. This project is also listed on the City's Agreed Order with Ecology.

A preliminary design study and hydraulic modeling has been completed that defines the necessary changes to sewer conveyance piping and control structures (regulators). The project is located in the Combined Sewer System. Regulator 4 is located on Chestnut Street between Everett Avenue and 26th Street and regulator 39 is located at the intersection of Summit Avenue and 26th Street.

This amendment is for final design services and construction support and would add $356,897 to the original Professional Services Agreement of $100,455 for a total of $457,352. Construction is scheduled to occur during 2017 and cost approximately $1.2 million.

RECOMMENDATION (Exact action requested of Council):
Authorize the Mayor to sign Amendment No. 1 with BHC Consultants, LLC for Design and Construction Support services of "Sewer Regulator 4 and 39 Modifications" for an additional amount not to exceed $356,897.

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF EVERETT AND BHC CONSULTANTS, LLC

The City and BHC Consultants LLC agree to amend and modify their professional services agreement dated (the "Agreement") as follows:

1. The effective date of this Amendment is September ___, 2016.

2. The work included in Exhibit A-1 of this amendment is added to the Scope of Work described in Exhibit A of the Agreement.

3. Paragraph 4(B) is modified to read as follows:

   The Contractor shall be paid such amounts and in such manner as described in Exhibit B of the Agreement, and Exhibit B-1of this amendment.

4. Paragraph 4(D) is modified to read as follows:

   Total compensation, including all services and expenses, shall not exceed a maximum of Four Hundred Fifty-Seven Thousand, Three Hundred, and Fifty-Two Dollars ($457,352).

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

6. Exhibits associated with this Amendment No. 1 are attached herewith.

CITY OF EVERETT
WASHINGTON

By: _____
Ray Stephanson, Mayor

_____
Date

ATTEST:

_____
Sharon Marks, City Clerk

Date: _____

BHC CONSULTANTS, LLC,

By: _____
Craig P. Chambers, Managing Member

9/12/16
Date

APPROVED AS TO FORM:

_____
James D. Iles, City Attorney

Date: _____

BHC CONSULTANTS

City of Everett

SEWER REGULATORS R4 AND R39 MODIFICATIONS
WORK ORDER NO. UP3633

Design, Bidding Assistance and Construction Support

Exhibit A-1
Scope of Services

September 9, 2016

EXHIBIT A-1
SCOPE OF SERVICES

Background

The City of Everett, Washington (City) has selected BHC to provide engineering analysis, design, and permitting assistance for modifications to Sewer Regulators R4 and R39.

Modeling analysis suggests Regulator R4 is diverting excess wet weather flow from the Summit Interceptor system to Lift Station 32 and contributing to CSO events at SRO4. Also, the gate structure (R39) at the upstream end of the Summit Tunnel is surcharging in a manner that causes excess wet weather flow to overflow to Lift Station 32 and SRO4. The improvements resulting from this project are expected to maximize the conveyance capacity of the Summit Avenue Interceptor and the Summit Tunnel and would reduce wet weather flow rates to Lift Station 32 and potentially bring SRO4 into regulatory compliance. Additionally, Regulator R4 has the future potential to be converted to a "flow-splitter" to divert Stormwater, proposed to be separated within Basin NC, directly to the Snohomish River. The City desires to have this capability to address future CSO control issues.

BHC performed preliminary design services which included hydraulic modeling and options analysis. This work was summarized in the *R4 & R39 Hydraulic Analysis and Upgrades Report, June 2016.* The preliminary design recommended several improvements:

- Replacement of the R4 structure – the new R4 structure would provide overflows to the existing 30-inch bypass pipe in Chestnut Street and would have the ability to be used as a flow splitter for future stormwater separation.
- Modifications to R39 – The existing R39 structure would be modified to adjust weir heights and provide better access.
- Stormwater separation – The preliminary design recommended stormwater separation in the Cleveland Street basin and Basin NC. This recommendation is being addressed by the City and is not included by this scope of services.

Scope of Services

Task 1 – Project Management and QA/QC

Objectives

Monitor, control and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing.

BHC Services

1. Coordinate and manage the project team.
2. Subcontract with and manage project subconsultants.
3. Prepare monthly status reports describing the following:
    a. Services completed during the month
    b. Services planned for the next month
    c. Needs for additional information
    d. Scope/schedule/budget issues

e. Schedule update and financial status summary
f. Provide an estimated cash flow (billing) forecast

4. Prepare monthly invoices formatted in accordance with contract terms.
5. Project Manager will communicate with the client on a weekly basis or more frequently as needed. Most communication can be performed by phone conference or email. Face-to-face meetings can be conducted as needed. Communications will review design progress, schedule, and budget issues.
6. Provide QA/QC review of deliverables prior to delivery in accordance with BHC QA/QC Policies.
7. Host web-conference meetings if needed.

City of Everett Responsibilities

1. Attend project management meetings.
2. Timely processing and payment of invoices.
3. Review and process contract change requests and amendments, if needed.

Assumptions

1. The project duration will be approximately 16 months.
2. Project management meetings will consist of weekly phone conferences and occasional face-to-face meetings. It is assumed that the weekly phone conferences will be approximately 30 minutes, and up to 4 face-to-face meetings of approximately 3 hours each will be held.
3. Invoices will be BHC standard invoice format.
4. Copies of subconsultant invoice statements will be provided with monthly invoices. Incidental miscellaneous expenses (printing, travel reimbursement etc.) do not require submittal of backup statements.

Deliverables

1. Scope of services, schedule (Gantt chart in MS Project), and budget (e-mailed PDF file).
2. Monthly reports and invoices (one hardcopy with invoice by US mail and e-mailed PDF file)
3. Monthly project schedule and budget updates (included in monthly project report, emailed PDF file).
4. Written summary notes describing decisions, direction, action items, or issues associated with scope and budget (e-mailed PDF files).

Task 2 – Hydraulic Analysis/Modeling

Objectives

During design there may be some additional modeling needed to evaluate alternatives and to confirm or optimize design parameters such as weir elevations and pipe sizes. In addition, recently installed flow monitoring may provide new data that would be useful to re-running the hydraulic model.

The intent of this task is to provide a limited budget for these modeling efforts. The modeling effort under this task is limited to the budget shown; if additional modeling is needed beyond the budget, a budget amendment may be required.

BHC Services

1. Hydraulic Modeling:
a. Evaluate variations on alternatives to previously defined modifications based on City's desire to not build the pipe augmentation on Chestnut and 26th St. One variation includes modeling R4's weir set at an elevation of 42 feet rather than 37.6 feet.
b. Perform long term simulations to estimate CSO frequency.
c. Define and verify design parameters for the modified regulator elements.
d. Utilize sewer monitor data to calibrate or otherwise refine modeling accuracy.

City of Everett Responsibilities

1. Furnish active flow monitoring to assist with modeling and calibration needs.

Assumptions

1. Hydraulic analysis will be performed using long term simulations to estimate CSO overflow frequency and for design purposes.

Deliverables

1. Once the final project configuration is determined, a summary Technical Memorandum (maximum of 5 pages of text, PDF file via email) detailing the results of the modeling done to support the project design.

Task 3 – Geotechnical Investigation

Objectives

Geotechnical data will be needed at the new R4 structure. This will be a deep excavation (approximately 25 ft deep) that may also require dewatering if groundwater is encountered. The geotechnical investigation and report will be performed by HWA Geosciences (HWA) as a subconsultant to BHC.

BHC Services

1. Coordinate with HWA and incorporate their recommendations into the design.
2. Perform a site visit with the geotechnical engineer to determine boring locations.
3. Review the draft geotechnical report and provide comments to HWA.

HWA Geosciences Services

1. See attached scope of work and budget from HWA.

City of Everett Responsibilities

1. Provide site access for the investigation. Obtain permission from WSDOT for borings in the WSDOT ROW.

Assumptions

1. See assumptions in the attached scope of work from HWA.

Deliverables

1. See deliverables in the attached scope of work from HWA.

Task 4 – Surveying

Objective

Additional surveying of the I-5 right-of-way (ROW) area and off-ramp at the R4 site will be needed to prepare utility easements or licenses (legal description), right-of-entry and traffic control documents for this area. These documents and plans will need to be provided to WSDOT for review and approval. This task will be completed by Reid-Middleton as a subconsultant to BHC.

BHC Services

1. Coordinate with Reid-Middleton and provide them with a sketch of the area needing to be surveyed.
2. Review base map developed by Reid-Middleton and provide comments for revisions. Incorporate base map into the design.

Subconsultant (Reid-Middleton) Services

1. See attached scope of work and budget from Reid Middleton.

City of Everett Responsibilities

1. Coordinate with WSDOT to provide site access.
2. Provide high definition aerial photo (2015) for use as base image if needed.

Assumptions

1. Existing City monuments in the vicinity of the project are assumed to exist and are suitable for horizontal and vertical control.
2. See additional assumptions on attached scope of work from Reid Middleton.

Deliverables

1. AutoCAD base map or maps for the I-5 ROW and access ramp area.
2. Legal description for new utility easement encompassing the new facilities on WSDOT property at R4 site.
3. See attached scope of work from Reid Middleton for additional information on deliverables.

Task 5 - Design

Objective

60%, 90% and final design plans, specifications, and opinions of probable construction cost will be prepared for the R4 and R39 Modifications. It is anticipated that the R4 Modifications will include the following new components:

- An adjustable weir and overflow structure at R4.
- Manhole on the 42-inch influent pipe with conveyance to the R4 structure.
- Manhole on the 48-inch discharge line with conveyance to the R4 structure.
- Manhole on the 30-inch bypass line with conveyance to the R4 structure.
- Conveyance pipe between existing 30-inch inlet pipe and R4 structure.

It is anticipated that the R39 Modifications will include the following components:

- Remove existing manhole top slab and install new precast manhole top slab. Provide access hatch(es) in the new roof slab based on direction from City staff.
- Install new weir, replace gates and replace grating inside the existing R39 structure.

BHC Services

1. 60% Design – Prepare construction drawings, specifications (TOC and selected sections needing review by City) and opinion of probable construction cost. Quality control review of the 60% drawings, specifications, and opinion of probable cost will be performed.
2. 60% Design Workshop - Meet with the City staff to obtain review feedback on the 60% design documents.
3. 90% Design - Prepare construction drawings, specifications and opinion of probable construction cost. Incorporate comments from the City's 60% review. Quality control review of the 90% drawings, complete specifications, and opinion of probable cost will be performed.
4. 90% Design Workshop - Meet with the City staff to obtain review feedback on the 90% design documents, discuss adjustments to project material quantities, force account amount, flow bypassing issues, special construction constraints and construction duration.
5. Final Design - Prepare Final construction drawings, specifications and opinion of probable construction cost. Incorporate comments from the City's 90% review. Quality control review of the Final drawings, specifications, and opinion of probable cost will be performed.
6. Designs documents shall also address: location of existing utilities and coordination for relocation or conflict resolution, water main relocation design, street restoration including curbs, sidewalk and ADA curb ramps, storm drainage, construction sequence, temporary erosion control, etc.

City of Everett Responsibilities

1. Provide timely input on all deliverables and information requests from the Consultant. Client reviews shall be completed within 2-weeks.
2. Provide consolidated review comments.
3. Actively participate in workshops to provide input and design recommendations and make decisions or furnish direction.
4. Provide desired input on features for new and upgraded facilities.

Assumptions

1. Task 5 includes design assistance from Reid Middleton for traffic control and road restoration drawings. Please see the attached scope of work and budget from Reid Middleton.

2. Road restoration at the R4 and R39 intersections includes complete replacement and repair of the intersections, including curbs and ADA ramps in accordance with City standards.
3. The City will submit the final drawings, specifications and hydraulic modeling tech memo to Ecology as a courtesy copy. It is assumed that Ecology will not be providing comments that need to be addressed in the design.
4. Workshops will be no more than 2 hours in length, and will include 1 hour of travel time and 1 hour for preparation and meeting notes following the workshop for a total of 4 hours per workshop. Workshops will be attended by up to two consultant staff (Project Manager and Project Engineer).
5. Any required easements will be obtained by the City.
6. Specifications will be prepared in WSDOT APWA format. City will furnish current master specifications and assist with drafting special technical specifications.
7. Drawings will be in Autodesk current or most prevalent version. City CAD manager will coordinate with consultant regarding additional CAD standards.
8. A preliminary drawing list is provided at the end of this document.

Deliverables

1. 60% level of completion plans, technical specifications (TOC and selected sections), and opinion of probable construction costs (PDF and 8 hard-copies, half size). CAD files for City review related to file organization.
2. 90% level of completion plans, technical specifications (complete), and opinion of probable construction costs (PDF and 8 hard-copies, half size). CAD files for final drawing layout and appearance.
3. Final plans, technical specifications, and opinion of probable construction costs (PDF and 3 hard-copies, half size). CAD files for use by City in production of asbuilt record plans.

Task 6 – Permitting Assistance

Objective

Provide support services and technical data to the City for preparation of permit documents. The City will obtain the necessary permits, easements or other regulatory approvals.

BHC Services

1. Review existing information provided by the City.
2. Identify WSDOT right-of-way area affected by the project and easements needed for the project. Provide data to be used by the City for the SEPA checklist.

City of Everett Responsibilities

1. Provide information that is available and/or requested.
2. Identify needed permits and obtain permits for the project.
3. The City will be the lead in providing coordination with WSDOT.
4. The City will submit and obtain permits and obtain easements.

Assumptions

1. The R4 project site is located mostly within WSDOT right-of-way. It is anticipated that both temporary and permanent right-of-entry will be needed from WSDOT at this site.
2. There do not appear to be any environmental permits needed for this project. Possibly a SEPA checklist effort is necessary. The City would be the lead agency if a SEPA checklist is necessary.

Deliverables

1. Survey mapping and legal description of WSDOT right-of-way area affected by the project and approximate delineation of permanent utility easements and temporary construction easements needed for the project.
2. Preliminary quantities (square feet, cubic yards etc) that would be associated with the SEPA checklist.

Task 7 – Bidding Assistance

Objective

Assist the City during the bidding and evaluation period by answering bidder questions and preparing addenda.

BHC Services

1. Address bidder questions.
2. Prepare addenda, if needed. Up to two addenda will be provided.
3. Review the bid tabulation (check for unbalanced bid prices).

City of Everett Responsibilities

1. Publish bid advertisement, post bid documents, and distribute bid documents as needed, issue addenda, conduct public bid opening.
2. Serve as primary contact for bidders during the bid period. Maintain planholders list.
3. Field bidder questions and distribute questions to BHC as needed.
4. Prepare bid tabulation.

Assumptions

1. Up to two addenda will be provided, if needed.
2. Extensive revisions to drawings or specifications will not be required.
3. The City will review bids and associated documents and determine the successful bidder.

Deliverables

1. Responses to bidder questions (email of PDF file).
2. Up to two addenda (PDF format).

Task 8 – Construction Support

Objective

Provide technical construction support including addressing contractor questions, reviewing technical submittals, reviewing change orders, attending meetings, and performing site visits. It is our understanding that the City will provide day-to-day onsite construction management and site inspections; therefore, BHC has not included costs for full-time construction observation.

BHC Services

1. Address RFIs. BHC will respond in writing to up to 10 RFIs. BHC's response to each RFI is budgeted to require up to 3 hours for the design engineer and ½ hour for a principal engineer.
2. Review technical submittals, including the shoring design and structural shop drawings for the R4 vault. The City will review non-structural and other submittals including concrete mix designs, earthwork materials, landscape materials, asphalt designs, etc. BHC will review up to 10 submittals for conformance with the plans, specifications, and design intent. BHC's submittal review is budgeted to require up to 3.5 hours for a design engineer and ½ hour for a principal engineer.
3. Assist the City in reviewing and preparing change orders. As the day-to-day construction manager, the City will have the primary role of preparing and reviewing change orders. BHC will provide technical assistance to the City for the preparation of change orders and will review change order requests prepared by the Contractor.
4. Attend construction meetings and perform site visits. BHC will perform up to 12 site visits/meetings during construction (approximately one visit/meeting every other week). Site visits/meetings can be used to attend the pre-construction meeting, onsite construction meetings, review construction progress, meet with the contractor, meet with City staff, and other activities. Meetings attended by BHC will include one project team member, likely the BHC project manager or design engineer. Each meeting and site visit is assumed to be up to 4 hours in duration, including travel to and from the site.

City of Everett Responsibilities

1. Perform full-time onsite construction inspection and management.
2. Coordinate and lead construction coordination meetings.
3. Maintain submittal and RFI logs. Maintain electronic construction management website, if desired.
4. Review red-line as prepared by the contractor, verifying construction changes. Prepare as-builts, as needed.

Assumptions

1. Submittals and RFIs will be obtained and transferred electronically.
2. No "special inspections" related to structural work are necessary.
3. Since the City will be providing construction management, it is assumed that the City will issue the declaration of construction completion, if required by Ecology.
4. Because the level of effort required for this task depends on factors outside of the Consultant's control such as contractor competence and cooperation, schedule, and weather related impacts, the scope of work for this task is limited to the level of effort

included in the budget in Exhibit B-1. If this budget is not adequate for Construction Support, BHC may request additional budget.

Deliverables

1. RFI responses, up to number listed above.
2. Reviewed submittals, up to number listed above.
3. Change order review comments.
4. CAD files for any design changes made to drawings during construction.

Task 9 - Additional Services

Objective

Provide a means of undertaking and compensating BHC for (approved) out-of-scope engineering work without delaying the project. In general, such work would be as requested by the City. Activities that could be included in Task 9 include: additional hydraulic modeling, investigation of alternative flow diversion methods, review of proposed contractor changes, review of alternative shoring design submittals, attendance at additional site visits or construction meetings, etc.

BHC Services

1. It is difficult to accurately anticipate potential out-of-scope tasks that may arise during the development of the project. This task establishes a contingency fund for unidentified and unanticipated work to proceed in a timely manner.

City of Everett Responsibilities

1. When identified, authorize additional services by email and/or in writing.

Assumptions

1. Approximately ten percent of the budget is established for additional services.

Deliverables

1. To be determined.

Schedule

Approximate project milestones are shown below.

Project Notice to Proceed	September 2016
60% Design Submittal	December 2016
90% Design Submittal	March 2017
Final Design Submittal	May 2017
Bids Due	July 2017
Construction Start	August 2017

City of Everett
Sewer Regulators R4 and R39 Modifications
Preliminary Drawing List
9-Sep-16

SHEET #	DRAWING #	DRAWING NAME	RESPONSIBLE PARTY
GENERAL			
1	G1	Cover Sheet	BHC
2	G2	Vicinity Maps, Legend, Symbols and Index	BHC
3	G3	General and Survey Notes	BHC/RM
CIVIL			
4	C1	R4 Temporary Erosion and Sediment Control Plans and Details	RM
5	C2	R39 Temporary Erosion and Sediment Control Plans and Details	RM
6	C3	R4 Existing Site Conditions and Demolition Plan (with survey control)	BHC
7	C4	R39 Existing Site Conditions and Demolition Plan (with survey control)	BHC
8	C5	R4 Grading Plan and Site Layout	BHC
9	C6	R4 Site Piping Plan and Utility Relocation Plan	BHC
10	C7	R4 Pipeline Profiles	BHC
11	C8	R39 Improvement Plan and Sections	BHC
12	C9	R4 Paving Plans and Details	RM
13	C10	R4 Paving Plans and Details	RM
14	C11	R39 Paving Plans and Details	RM
15	C12	R39 Paving Plans and Details	RM
16	C13	General Paving Plans and Details	RM
17	C14	Typical Roadway Sections	RM
18	C15	Civil Details - Sheet 1	BHC
19	C16	Civil Details - Sheet 2	BHC
20	C17	R4 Traffic Control Plan	RM
21	C18	R39 Traffic Control Plan	RM
22	C19	Traffic Control Plan	RM
23	C20	Construction Sequencing Plan	BHC
24	C21	Construction Sequencing Plan	BHC
STRUCTURAL			
25	S1	Structural General Notes, Abbreviations and Details	BHC
26	S2	Structural Details - Sheet 1	BHC
27	S3	Structural Details - Sheet 2	BHC
28	S4	R4 Structure Plan and Sections	BHC
29	S5	R4 Structure Sections	BHC
30	S6	R4 Sections and Details	BHC
31	S7	R4 Above Grade and Grating Plan	BHC
32	S8	R39 Top Slab Plan	BHC
33	S8	R39 Sections and Details	BHC
34	S9	R39 Grating Plan	BHC

September 9, 2016
File No. 222016.001

Mr. Jim Gross
BHC Consultants, LLC
1601 Fifth Avenue, Suite 500
Seattle, WA 98101

Reference: Agreement for Professional Services, dated January 28, 2016
City of Everett Regulator R4 & R39 Modification

Subject: Supplement No. 1, Roadway Restoration and Surveying

Dear Mr. Gross:

We are pleased to submit the following proposal for Street and Alley Restoration and Surveying. This letter serves as a supplement to our referenced agreement. The terms and conditions established by the agreement are unchanged except as noted below.

A. SCOPE OF SERVICES

See Exhibit "A," Scope of Services.

B. COMPENSATION

Reid Middleton shall be paid on a time-plus-expense basis using the rates indicated in Exhibit "A," Schedule of Charges Effective July 1, 2016, attached to the agreement. We estimate the fee for this portion of the services to be $65,475, itemized as follows:

Roadway Restoration	$	60,105
Survey Services		5,370
Total	**$**	**65,475**

We request the budget for the project be increased $65,475 to reflect this revised scope of services. The amended total for the agreement inclusive of all supplements is increased from $19,580 to $85,055.

We appreciate the opportunity to submit this proposed supplemental agreement. The terms of this agreement will become effective when confirmed by your signature within 30 days. If you wish to pursue this project after that time, this agreement may then be renegotiated. If the terms are acceptable, please sign your acceptance below and return

EVERETT
728 134th Street SW
Suite 200
Everett, WA 98204
425 741-3800

www.reidmiddleton.com

one executed copy to Reid Middleton. If you have any questions or comments please call me.

Sincerely,

Reid Middleton, Inc.

Carl J. Einfeld, P.E.
Director, Surface Transportation

ACCEPTED:

BHC CONSULTANTS, LLC

By_____

Title_____

Date_____

Attachment
kab\H:\22\16\001 BHC; Everett R4 & R39 Regulator Mod\contract\Supp 1 - Street & Alley Restoration & SV\SupplementLetter 160901.doc\ce & jlp

Exhibit A
SCOPE OF SERVICES
Reid Middleton, Inc.

BHC Consultants, LLC
City of Everett R4 & R39 Regulator Mods
Roadway Restoration and Surveying

A. PROJECT UNDERSTANDING

BHC Consultants requires the services of Reid Middleton, Inc. to prepare plans, specifications, and estimate for roadway restoration associated with design upgrades to the sewer and storm drainage system at two intersections in Everett, Washington. Roadway restoration work will include replacement of existing pavement with new concrete pavement and replacement of existing curb ramps with new ADA compliant curb ramps at the following intersections:

- Chestnut Street and Alley (approx. 300 feet south of 26th Street)
- Summit Avenue and 26th Street

Reid Middleton will also conduct additional topographic survey to facilitate the design of improvements.

B. ASSUMPTIONS

- Both intersections contain existing concrete panels underneath asphalt pavement that will be replaced with new concrete pavement panels. The limits of intersection pavement replacement will extend to the new curb return limits.

- Existing curb returns, curb ramps and sidewalk will be replaced and/or modified as follows:

    1. Chestnut Street and Alley

        a. Extend curb, gutter, and sidewalk around southeast corner of intersection to connect existing sidewalks.

        b. Provide new curb return on northwest corner.

        c. Provide a total of three new curb ramps: one on the northwest corner for both east/west and north/south crossings; one on the south side of the alley for north/south crossing; and one on the west side of Chestnut for east/west crossing.

2. Summit Avenue and 26th Street

   a. Replace eastern half of curb return in the northeast corner and provide one new curb ramp for north/south crossing.

   b. Replace entire curb return in southeast corner and provide one curb ramp for north/south crossing and one curb ramp for east/west crossing.

   c. Replace partial curb return in southwest corner and provide one curb ramp for east/west crossing. A total of four new curb ramps will be provided.

- All work within WSDOT limited access right-of-way will be permitted by others.
- All environmental documentation will be provided by others.
- Roadway restoration work associated with the parallel pipe option for R4 is not included.
- Full street closures will be allowed at both intersections for the duration of construction.
- Storm drainage design is not included. Storm drainage modifications associated with roadway restoration is limited to adjustment of existing catch basins to grade.
- Cover, Sheet Index, Legend and Abbreviations, and Construction Staging plan sheets will be provided by BHC Consultants and are not included.
- Design of walls or rockeries is not included.
- Geotechnical investigation is not required.
- It is assumed that all new curb ramps will be fully ADA compliant and that MEF documentation will not be necessary. If MEF documentation is required, the work will be performed under a supplement to this agreement.

C. SCOPE OF SERVICES

1. Management/Coordination/Administration

   a. Provide continuous project management and administration (team coordination, billing invoices, and monthly progress reports) throughout the project.

b. Attend up to four project meetings with BHC Consultants and the City of Everett at kickoff, 30-, 90-, and 100-percent design stages.

c. Conduct an internal quality assurance program prior to major submittals.

2. Utility Coordination

a. Identify potential utility conflicts associated with roadway restoration. Coordinate with utility franchises to resolve conflicts.

3. WSDOT Coordination

a. Coordinate with WSDOT for approval of traffic control plans associated with a lane closure on the southbound I-5 off-ramp at Everett Avenue.

4. 60 Percent Design

a. Develop preliminary layout of new curb ramps and curb returns for City review and concurrence prior to completing 60 percent plans.

b. Prepare 60 percent plans consisting of the following:

- Alignment and Survey Control (2 sheets)
- Typical Roadway Sections (1 sheet)
- TESC and Site Preparation Plan (2 sheets)
- Paving Plans and Details (5 sheets)

c. Prepare 60 percent special provisions related to roadway restoration plans in WSDOT format. The special provisions will address items of work which are not addressed by the APWA and WSDOT Standard Specifications.

d. Prepare 60 percent Opinion of Probable Construction Cost related to roadway restoration plans.

e. Respond to review comments provided by the City.

Deliverables:

- Preliminary layout in PDF format (half size) and five hard copies (full-size)

- 60 percent plans in PDF format (half-size) and five hard copies (full-size)
- 60 percent special provisions in WORD format
- 60 percent Opinion of Probable Construction Cost in PDF and Excel format

5. 90 Percent Design

   a. Prepare 90 percent plans consisting of the following:

      - Alignment and Survey Control (2 sheets)
      - Typical Roadway Sections (1 sheet)
      - TESC and Site Preparation Plan (2 sheets)
      - Paving Plans and Details (5 sheets)
      - Traffic Control Plans (3 sheets)

   b. Prepare 90 percent special provisions related to roadway restoration plans in WSDOT format.

   c. Prepare 90 percent Opinion of Probable Construction Cost related to roadway restoration plans.

   d. Respond to review comments provided by the City.

   Deliverables:

   - 90 percent plans in PDF format (half- size) and five hard copies (full-size)
   - 90 percent special provisions in WORD format
   - 90 percent Opinion of Probable Construction Cost in PDF and Excel format

6. Final PS&E

   a. Finalize plans, special provisions and Opinion of Probable Construction Cost with minor revisions in response to the City's comments.

   Deliverables:

   - Final signed plans (full size hardcopy)
   - Final special provisions in WORD format

- Final Opinion of Probable Construction Cost in PDF and Excel format

7. Construction Support

   a. Reid Middleton will provide design engineering support to include submittal reviews, RFI's and site visits. A total of 24 hours is allocated for this support. If additional effort is required, the work will be performed under a supplement to this agreement.

8. Survey Services

Reid Middleton will provide additional topographic surveying locating the concrete joints at the intersection of 26th Street and Summit Avenue. In addition, a partial survey of the off-ramp of I-5 onto Everett Avenue will be conducted to provide mapping for traffic control plans. Field data will be added to the existing base map prepared by Reid Middleton in AutoCAD Civil 3D format.

ASSUMPTIONS

- The survey will be based on the City of Everett's horizontal coordinate datum and vertical datum.
- The survey will be prepared in US Survey feet units.
- The Client will arrange for and coordinate survey team access to the project site on private property and WSDOT right-of-way, if needed.
- Trees greater than six inches DBH will be located and mapped using their common name.
- Survey mapping will be developed at one-foot contour intervals. Measurements will be taken on an approximate 25-foot grid. Elevations will be shown by contours lines.

a. Management/Coordination/Administration

   (1) Provide continuous survey team project management and administration (billing invoices and monthly progress reports) throughout the project.

   (2) Acquire right-of-way documents and maps from the City of Everett to be shown on survey base map.

   (3) Attend up to three project meetings with the design team.

(4) The City of Everett will provide field books for the project. All notes will be recorded within the City of Everett's field books. A survey report will also be prepared and submitted to the City of Everett at the end of the project for their records.

b. Utility Coordination

(1) Review utility as-built records to assist in mapping utility lines.

c. Horizontal Control

(1) Tie into the City of Everett's existing horizontal control network.
(2) Establish horizontal control points for project control.

d. Vertical Control

(1) Tie into the City of Everett's existing vertical control network.
(2) Establish bench marks adjacent to the site location.
(3) Establish elevations of all topographic survey control points.

e. Right-of-Way and Boundary Lines

(1) Right-of-way and property lines along all roadways will be determined based on the right-of-way drawings provided by the City of Everett.

(2) Property corners will not be set as a part of this phase of work.

f. Topographic Survey

Provide a topographic survey of the sites, adjacent streets and 25-feet beyond the project site. The topographic survey will include measurements and features within the survey limits as follows:

(1) Locations and elevations of surface types and features including sidewalks, curb and gutter, driveways, curb ramps, road pavement, striping, crosswalks, concrete slabs, equipment foundations, etc.

(2) Storm drainage: Catch basins and manholes, including pipe size, material and upstream and downstream invert elevations; culverts, including pipe size, material and upstream and downstream invert elevations.

(3) Sanitary sewers: Manholes, including pipe size, type and invert elevations; weir elevations, rims and structure inverts.

(4) Water: Valves, fire hydrants, PIV's, services, including pipe size as noted on as-built plans.

(5) Dry utilities: Gas, power, TV, telephone, fiber optic, including size and type as noted on as-built plans.

(6) Surface features: Overhead power lines and marked underground utility lines, ground-level exterior building corners, vaults, power poles, walkways, retaining walls, signs, hand rails, paths, parking stripes, and parking areas.

(7) Natural/Landscape: Planters, significant isolated trees (six inches in diameter and larger as measured at breast height) with generic tree description and shrubs.

g. Mapping

(1) Merge field data to the prior base map prepared by Reid Middleton in AutoCAD Civil 3D format (per the City of Everett's standards) with a contour interval of one foot which reflects the topographic and physical information collected.

(2) Indicate property lines described above as determined through the boundary determination from the City's GIS data base.

(3) Incorporate as-built records into the base map.

(4) Prepare legal descriptions and exhibit maps for City of Everett new Sewer upgrades lying within the WSDOT right of way.

h. Quality Control

(1) Conduct QA/QC reviews of the survey and base map elements on an on-going basis.

(2) Provide a quality assurance walk-through of the preliminary survey prior to submittal to the Client.

(3) Perform work under the supervision and approval of a licensed Professional Land Surveyor (PLS). The licensed surveyor shall review and approve the survey information and drawings for completeness.

Deliverables

- Coordinate point data listing – paper copy and ASCII file (if needed)

- Engineering base map - AutoCAD Civil 3D format file

D. SERVICES PROVIDED BY BHC CONSULTANTS

BHC Consultants shall provide the following:

1. Base mapping as needed for design.

2. Record drawings for existing roadways and utilities.

3. Incorporation of Reid Middleton PS&E documents into 60 percent, 90 percent and final bid documents.

4. Electronic copy of City of Everett's boilerplate Special Provisions.

E. DESIGN CRITERIA

Reports and plans, to the extent feasible, will be developed in accordance with the latest edition and amendments as of the date of signing of this agreement, of the following documents. Changes in any design standards or requirements after work has begun may result in extra work.

1. City of Everett, "Design and Construction Standards and Specifications."

2. Washington State Department of Transportation, "Standard Plans for Road and Bridge Construction."

3. Washington State Department of Transportation, "Design Manual."

4. Washington State Department of Transportation Amendments and General Special Provisions.

5. Washington State Department of Transportation, "Traffic Manual."

6. FHWA and Washington State Department of Transportation, "Manual on Uniform Traffic Control Devices for Streets and Highways."

7. AASHTO 2011, A Policy of Geometric Design of Highways and Streets."

8. Draft 2011 PROWAG.

August 26, 2016
HWA Project No. 2016-P101-21

BHC Consultants, LLC
1601 Fifth Avenue, Suite 500
Seattle, Washington 98101

Attention: Jim Gross, P.E.

Subject: **Geotechnical Engineering Services**
Snohomish River Overflow Structure R4
Everett, Washington

Dear Jim:

As requested, HWA GeoSciences Inc. (HWA) is pleased to present this scope of work to provide geotechnical engineering services for the design of modifications associated with the Snohomish River Overflow Structure R4 in Everett, Washington.

PROJECT UNDERSTANDING

It is our understanding that the City of Everett's (City) Snohomish River Overflow 4 (SR04) currently experiences more than the Department of Ecology's allowable average of one CSO per year. To reduce CSO occurrences, modifications to the R4 structure are proposed. R4 currently consists of a manhole with existing 42-inch and 30-inch inlet pipes, a 48-inch primary discharge pipe, and a leaping weir connecting to a 30-inch overflow pipe. Proposed modifications to the R4 system would be to replace this structure with a new vault that includes an inlet chamber for the 42-inch pipe, a primary 48-inch discharge pipe, and an adjustable flat plate style weir that discharges to the 30-inch overflow pipe. These modifications would result in the construction of four manholes that extend to depths ranging from 23 to 25 feet below ground surface. Additionally, a Weir structure would be constructed that would extend to approximately 25 feet below ground surface. Installation of these structures and the associated piping will require completion of deep excavation that will require vertical shoring. Several of the proposed structures will be located within WSDOT right of way. To complete the geotechnical portions of this work, HWA proposes the following scope of work.

GEOTECHNICAL ENGINEERINGS SERVICES SCOPE

Project Management

This work will include the following subtasks.

- **Geotechnical Project Management:** HWA will provide task management for the geotechnical aspects of the project. This will include preparing monthly invoices and

progress reports if required. We will correspond with the City and the design team in the form of emails, fax, and telephone calls, as necessary.

Geotechnical Explorations

This work will include the following subtasks.

- **Conduct Site Reconnaissance and Utility Locates:** Prior to conducting our field exploration program, HWA will conduct a reconnaissance of the site. This reconnaissance will be focused on identifying critical surface features of the site and identifying the best exploration locations. During our site reconnaissance, HWA will mark proposed boring locations and call for utility locates.

- **Develop Geotechnical Exploration Memorandum:** HWA will prepare a Geotechnical Work Plan Memorandum for our exploration program. This work plans will be submitted to the City for review and approval. The work plan will also serve as a tool for obtaining WSDOT approval for the borings within the WSDOT right of way. The plan will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work such as traffic control plans and staging areas. The work plans will also be used for utility locating clearances and for permitting that may be necessary to access the exploration locations. We assume the CITY will be the point of contact with WSDOT for drilling approval and permitting.

- **Assist the City with WSDOT Coordination of Drilling program:** HWA will participate in up to one meeting with the city and WSDOT with respect to our proposed explorations within the WSDOT right of way if required.

- **Conduct Subsurface Explorations:** HWA will conduct a series of three (3) fifty (50) foot borings in the vicinity of the proposed improvements to identify and characterize the subsurface soils and groundwater conditions.

  Two (2) borings will be drilled within the grassy area on the west side of the chain link fence separating the open area from the WSDOT off ramp. Both of the borings will be within the WSDOT right of way and will be drilled with a track mounted drill rig. One of these borings will be drilled near the northwestern corner of the proposed weir structure. The other boring will be drilled on the western side of the chain-link fence, between the proposed weir structure and the eastern most manhole. A groundwater monitoring well will be installed at this location to allow for groundwater monitoring. A groundwater monitoring transducer will be installed within well to monitor groundwater over a period of up to 6 months.

The third boring will be drilled in the grassy area behind the guard rail, near the northern most proposed manhole structure. This boring will also be within the WSDOT right of way and will be drilled with a track mounted drill rig.

All exploration activities will be monitored full time by a HWA geotechnical engineer or geologist. We expect that drilling of the three (3) proposed borings and one (1) well install will take approximately 2 working days.

- **Generate Boring Logs and Conduct Laboratory Testing:** All of the soil samples retrieved from our explorations will be sealed in plastic bags and taken to our Bothell, Washington laboratory for further examination and testing. Selected soil samples will be tested to determine relevant engineering and index properties for our engineering analyses. Soil and laboratory test information will be presented on summary boring logs that will be generated upon completion of our exploration program.

- **Groundwater Monitoring:** HWA will make up to 3 site visits to collect groundwater readings from the transducer installed in the proposed monitoring well. Groundwater monitoring will be conducted for a period of 6 months from the installation of the well.

- **Develop Geologic Interpretation:** HWA will construct a geologic profile across the proposed site based on the information obtained from the above described geotechnical borings. This profile will be provided in the geotechnical report and will be used for design calculations.

Geotechnical Engineering

This work will include the following subtasks.

- **Engineering Analysis**: HWA will evaluate the data derived from our field investigations and laboratory testing to complete our engineering analysis. Our engineering analysis will include development of seismic design parameters, foundation design, uplift evaluations, dewatering analysis, temporary shoring earth pressures and permanent earth pressures.

- **Internal QA/QC:** HWA will have all design calculations and recommendations reviewed by a senior principal prior to distribution to the design team or the CITY.

- **Geotechnical Engineering Report**: HWA will generate a draft and final geotechnical engineering report that will contain the results of the geotechnical engineering investigation, including description of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary boring logs; and

laboratory test results. The report will provide a narrative and geotechnical recommendations for each of the above described geotechnical aspects of the project.

- **Project Coordination Meeting:** HWA will attend up to one (1) project coordination meeting at the City of Everett Office. This meeting will be to convey the geotechnical considerations of the site to the City and the design team.

- **60 Percent Plan Review:** HWA will conduct a plan review at the 60 percent milestone to insure that the geotechnical aspects of the project have been properly incorporated into the project plans.

Assumptions:

- The CITY will obtain permission to access the proposed areas within the WSDOT right of way.
- Any required street use, and other permit fees will be paid by others.
- No analytical testing will be conducted to identify potential soil contamination.
- Groundwater monitoring well abandonment will be completed by the contractor during construction and not as part of the design phase of this project.
- Non-contaminated drilling spoils will be collected and disposed of offsite by the driller. If soil contamination is identified, drilling spoils will be drummed and left within the grassy area until such time as analytical testing is completed to determine an appropriate disposal site. Coordination associated with contaminated spoil removal, if required, is not included in this scope and budget.
- All drilling will be completed during the weekday daylight hours between 7AM and 6 PM.

Deliverables:

- Geotechnical Exploration Memorandum
- Draft and final geotechnical report

COST ESTIMATE

Based on our understanding of the project and assumed site conditions, we propose to provide the above geotechnical engineering scope of services on a time and materials basis not to exceed **$38, 723**. However, if during the project unexpected conditions are revealed that require alteration of our work scope, or the Client or Owner request analyses and evaluations which would require a level of effort beyond the scope of our proposed study and budget, we will contact you immediately to discuss any necessary modifications to our scope of services and/or budget estimate. A summary of our estimated costs are presented on the attached spreadsheet.

August 26, 2016
HWA Project No. 2016-P101-21

Our scope of services does not include evaluation of the potential presence and/or concentrations of contaminated and/or hazardous materials on site, nor within the ground water at the site location.

Our scope of work also excludes construction inspection services.

We appreciate the opportunity to provide geotechnical engineering services on this project. Please feel free to call if you have any questions or need additional information.

Sincerely,

HWA GEOSCIENCES INC.

Donald J. Huling, P.E.
Geotechnical Engineer, Principal

PROJECT COST ESTIMATE
GEOTECHNICAL SERVICES
SNOHOMISH RIVER OVERFLOW STRUCTURE R4
EVERETT, WASHINGTON

HWA Ref.: 2016-P101-21
Date: 26-Aug-2016
Prepared for: BHC
Prepared By: DJH

PROPOSED SCOPE: See attached Scope Document

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	PERSONNEL AND 2016 HOURLY RATES							TOTAL HOURS	TOTAL LABOR
	Principal $250.00	Geotechnical Engineer VI $170.00	Geotechnical Engineer III $125.00	Geotechnical Engineer I $115.00	Geologist V $115.00	CAD/Tech $75.00	Clerical $72.00		
Project Management									
Project management		10	11					21	$3,075
Geotechcnial Explorations									
Conduct site reconnaissance & utility locates			4					4	$500
Develop Geotechcnial Exploration Memo		2	10			2		14	$1,740
Assist the City with Exploration Coordination with WSDOT		4	4					8	$1,180
Conduct geotechnical explorations (assume 3 borings)			4		20			24	$2,800
Generate boring logs and assign laboratory testing			2	4	1			7	$825
Groundwater monitoring (3 site visits)				9				9	$1,035
Develop geologic interpretation and Profile			1		4	3		8	$810
Geotechcnial Engineering									
Develop Foundation Design for Structures		1	4					5	$670
Develop Seismic Design Parameters		1	3					4	$545
Develop Dewatering Recommendations	2		4					6	$1,000
Develop Temp Shoring Earth Pressures		1	4			3		8	$895
Develop Permanent Structure Earth Pressures		1	6			4		11	$1,220
Internal QA/QC	6	4						10	$2,180
Generate Draft Geotechnical Report	2	4	12	6	4	2	1	31	$4,052
Participate in Team Meeting (assume 1 meeting)		3	3					6	$885
60% Plan Review and Specification Generation	1	4	6					11	$1,680
Generate final geotechnical report	1	2	4			2	1	10	$1,312
DIRECT LABOR:	12	37	82	19	29	16	2	197	$26,404

LABORATORY TESTING ESTIMATE:

TEST	Est. No. Tests	Unit Test Cost $/each	Total Cost
Atterberg Limits	1	$155	$155
Natural Moisture Content	18	$18	$324
Grain Size Analysis	12	$95	$1,140
LABORATORY TOTAL:			**$1,619**

ESTIMATED DIRECT EXPENSES:

Mileage IRS Rate	$150
TOTAL DIRECT EXPENSES:	$150

ESTIMATED PROJECT TOTALS AND SUMMARY:

Total Labor Cost	$26,404
Laboratory Testing	$1,619
Drilling subcontractor Cost	$8,000
Driller mark up (10%)	$800
Driller Bond (WSDOT)	$750
Groundwater Transducer Rental	$500
Traffic Control	$500
Direct Expenses	$150
ESTIMATED TOTAL:	**$38,723.00**

CITY OF EVERETT - EXHIBIT B-1 - SEWER REGULATORS R4 AND R39 MODIFICATIONS
PROJECT HOURS, EXPENSES AND FEE ESTIMATE

Date: 13-Sep-16

	Labor Category	Direct Salary Hourly Rates, ($$.CC)	HOURS FOR EACH TASK (Whole Hours Only) Task 1 Project Management & QA/QC	Task 2 Hydraulic Analysis/ Modeling	Task 3 Geotechnical Investigation	Task 4 Surveying	Task 5 Design	Task 6 Permitting Assistance	Task 7 Bidding Assistance	Task 8 Construction Support	Task 9 Additional Services	Total Hours	Cost
1	Principal in Charge / Contract Manager (R. Dorn)	$ 75.50	24	0	0	0	0	0	0	0		24	$ 1,812
2	Project Manager (J. Gross)	$ 67.00	120	12	8	8	24	8	8	60		248	$ 16,616
3	Project Engineer (P. Cunningham)	$ 42.50	0	60	8	8	130	16	16	20		258	$ 10,965
4	QA											-	$ -
5	Engineer (P. Love)	$ 31.00	0	0	0	0	195	0	0	20		215	$ 6,665
6	Electrical Engineer											-	$ -
7	Senior Professional, Road Design											-	$ -
8	Professional, Road Design											-	$ -
9	Road Design											-	$ -
10	Structural Engineer (K. Dahl)	$ 68.00	0	0	0	0	230	0	0	20		250	$ 17,000
11	Hydraulic Modeler (D. Harms)	$ 63.50	0	20	0	0	0	0	0	0		20	$ 1,270
12	Cost Estimator											-	$ -
13	Cost Estimator QA											-	$ -
14	Drafter / CAD (M. Caldwell)	$ 33.50	0	0	0	0	414	0	0	0		414	$ 13,869
15	Project Administrator (U. Pierson)	$ 33.70	30	0	0	0	0	0	0	0		30	$ 1,011
16	CADD Manager (P. Simon)	$ 47.25	0	0	0	0	46	0	0	0		46	$ 2,174
17	Clerical (S.Sifferman)	$ 25.85	0	0	0	0	20	0	0	24		44	$ 1,137
18	Staff											-	$ -
19	Staff											-	$ -
20	Staff											-	$ -
Total Task Hours			174	92	16	16	1059	24	24	144	0	1,549	
	Subtotal Direct Salary Cost (DSC), $		10,863	4,624	876	876	45,378	1,216	1,216	7,470	0		$ 72,519
	Overhead on DSC (Indirect cost) @, %	152.27%	16,541	7,041	1,334	1,334	69,097	1,852	1,852	11,375	0		$ 110,426
Total Labor Cost, $			27,404	11,665	2,210	2,210	114,475	3,068	3,068	18,845	0		$ 182,945

	Expenses, $	Task 1 Management &	Task 2 Modeling	Task 3 Investigation	Task 4 Surveying	Task 5 Design	Task 6 Assistance	Task 7 Bidding Assistance	Task 8 Support	Task 9 Additional Services	Expenses
1	Reimbursable Expenses	250	250	100	100	1,000	100	0	1,000	30,000	$ 2,800
2	Communication Charge (3% of labor)	820	350	70	70	3,430	90	90	570		$ 5,490
3	Expense										$ -
4	Expense										$ -
5	Expense										$ -
6	Expense										$ -
7	Expense										$ -
8	Per Labor Hr. Tech. Charge	0	0	0	0	0	0	0	0	0	$ -
Total Expenses, $		1,070	600	170	170	4,430	190	90	1,570	30,000	$ 8,290
TOTAL LABOR AND EXPENSES		28,474	12,265	2,380	2,380	118,905	3,258	3,158	20,415	30,000	$ 191,235

	Subconsultant Expenses, $	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Sub Expenses
						0			0		
1	Subconsultant (Reid-Middleton)				5,370	60,105					$65,475
2	Subconsultant (HWA Geosciences)			38,723							$38,723
3	Subconsultant										$0
4	Subconsultant										$0
5	Subconsultant										$0
6	Subconsultant										$0
7	Subconsultant										$0
8	Subconsultant										$0
TOTAL SUBCONSULTANTS		0	0	38,723	5,370	60,105	0	0	0	0	$104,198
	Subconsultant Admin Mark-up, %	5.00%	0	0	1,936	269	3,005	0	0	0	0	$5,210
	Subtotal Cost by Task		28,474	12,265	43,039	8,019	182,015	3,258	3,158	20,415	30,000	$ 300,643
	Fee/Profit (as % of Total DSC & Overhead)	12.00%	3,288	1,400	265	265	13,737	368	368	2,261	0	$ 21,952
	Next Year's Labor Escalation*	3.00%	645	274	52	52	2,692	72	72	443	0	$ 4,302

	TOTAL ESTIMATED COST AND FEE, $	Task 1 Management &	Task 2 Modeling	Task 3 Investigation	Task 4 Surveying	Task 5 Design	Task 6 Assistance	Task 7 Bidding Assistance	Task 8 Support	Task 9 Additional Services	Total
		32,407	13,939	43,356	8,336	198,444	3,698	3,598	23,119	30,000	$ 356,897

* Next year's labor escalation was calculated assuming 70.00% 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	2.83
Fee/Profit as a % of DSC Only	30.27%

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Bus Pass Sales Agreement between Island Transit and the City of Everett to sell monthly bus passes for the Everett Connector Service at Everett Station's Customer Service Center

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

COUNCIL BILL #	
Originating Department	Trans. Services
Contact Person	Tom Hingson
Phone Number	425-257-8939
FOR AGENDA OF	Sept. 28, 2016

Initialed by:

Department Head	
CAA	
Council President	

Location

Preceding Action

Attachments
Agreement

Department(s) Approval
Legal, Transportation Services

Amount Budgeted	-0-	
Expenditure Required	-0-	
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Island Transit has re-instated the Everett Connector service between Camano Island and Everett Station, effective June 13, 2016. Island Transit has requested the City of Everett, through Everett Transit, to sell monthly bus passes for the Everett Connector Service at Everett Station's Customer Service Center.

Everett Transit will receive a fee equal to five percent (5%) of the published price for every pass sold. Approval of the Bus Pass Sales Agreement will allow Everett Transit to provide a convenient way for customers who travel to and from Camano Island to purchase passes at Everett Station.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Bus Pass Sales Agreement between Island Transit and the City of Everett to sell monthly bus passes for the Everett Connector Service at Everett Station's Customer Service Center.

BUS PASS SALES AGREEMENT BETWEEN

ISLAND TRANSIT AND THE CITY OF EVERETT

THIS AGREEMENT, made and entered into this ____ day of September, 2016, by and between Everett Transit, 3201 Smith Avenue, Suite 215, Everett, Washington 98201 (hereinafter referred to as "Everett Transit") and Island County Public Transportation Benefit Area Corporation, 19758 SR 20, Washington 98239 (hereinafter referred to as "Island Transit").

WITNESSETH

WHEREAS, both Island Transit and Everett Transit wish to provide customers with a convenient method to purchase tickets and passes, and

WHEREAS, it is in the best interest of Everett Transit and Island Transit's service area for the sharing of a bus pass sales outlet services to be established.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Everett Transit agrees to sell Island Transit monthly bus passes for Island Transit at the Customer Service windows at Everett Station and/or any other locations that may be agreed upon by both parties in writing.

2. Everett Transit will remit to Island Transit the proceeds from all pass sales at the rates fixed in the Island Transit Monthly Pass Policy less any applicable commission (see #7) on a monthly basis as specified in #6.

3. Island Transit shall provide passes numbered in sequential order to Everett Transit before the 15th of the month prior to the month they are valid. Passes are valid on the first of the month through the end of the month.

4. Passes will be sold at the full purchase price by Everett Transit from the 15th of the prior month through the 14th of the month the passes are valid.

5. Everett Transit will track pass sales by the pass number and provide Island Transit with a request to invoice for the proceeds by tenth day of each month (e.g., January passes and monies due by February 10th, etc.), or at such time and in such manner agreed by Everett Transit and Island Transit.

6. In consideration of Everett Transit's services, Island Transit shall pay Everett Transit a sum equal to five percent of the published fare prices of all passes sold.

7. Everett Transit shall compute the percentage in #6 and provide Island Transit with a request to invoice for the proceeds monthly, or at such time and in such manner as agreed by Everett Transit and Island Transit. Everett Transit shall deduct the commission percentage from the monthly proceeds to be invoiced.

8. This agreement may not be assigned or transferred by Everett Transit without Island Transit's prior written consent. Everett Transit will report without delay any change that may affect Everett Transit or Everett Transit's operation.

9. No modification of this Agreement shall be effective unless made in writing and signed by both parties.

10. It is understood and agreed that this agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this agreement. Each party hereto agrees to be responsible and assumes liability for its own act or omissions, and those of its officers, agents or employees for any incident arising out of or in connection with this agreement, to the fullest extent required by law, and agrees to save, indemnify, defend and hold the other party harmless for any such liability. In the case of negligence of multiple parties, any damages allowed shall be assessed in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

11. No liability shall attach to Everett Transit or Island Transit by reason of entering into this agreement except as expressly provided herein.

12. Any factual disputes between Everett Transit and Island Transit in regard to this agreement shall be referred for determination to the Executive Director of Island Transit or his/her designee, and to the Director of Everett Transit or his/her designee, for resolution.

13. The term of this Agreement shall be from month-to-month until terminated by either party upon 30 days written notice to the other party. Any default in the accounts or remittances of Everett Transit or in any of the provisions of this Agreement shall be sufficient cause for Island Transit to terminate this Agreement providing Everett Transit has failed to cure any default within 10 days after written notice from Island Transit to cure the default. If any suit or action is instituted by either party for the enforcement of any term of this Agreement, the prevailing party shall recover all costs and attorney's fees as the court may judge reasonable to be allowed in such suit or action.

14. This agreement constitutes the entire understanding between the parties regarding this subject and no other agreement, oral or otherwise, is in existence or shall be deemed binding upon the parties. This agreement may only be amended by written instrument executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF EVERETT

_____
Ray Stephanson, Mayor

Date: _____

Attest:

_____
Sharon Fuller, City Clerk

Date: _____

Approved as to form only:

_____
James D. Isles, City Attorney

Date: _____

ISLAND TRANSIT

_____
Mike Nortier, Executive Director

Date: _____

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Interagency Agreement between the Everett Police Department and Washington Traffic Safety Commission regarding participation in Target Zero Teams high visibility enforcement traffic safety emphasis patrols

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

COUNCIL BILL #	
Originating Depart.	Police
Contact Person	D/C Mark St.Clair
Phone Number	425-257-8432
FOR AGENDA OF	September 28, 2016

Initialed by:
Department Head ____
CAA ____
Council President ____

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
		Interagency Agreement, Acknowledgement of Grant Requirements	Police, Legal

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	$14,900.00	Rev. 002-333-2060-131 Exp. 031-522-0000-120

DETAILED SUMMARY STATEMENT:

The Washington Traffic Safety Commission is providing funding for Snohomish County law enforcement agencies to conduct high visibility enforcement (HVE) traffic safety emphasis patrols, in support of Target Zero Teams priorities. The goal is to continue to reduce traffic related deaths and serious injuries by engaging in multijurisdictional, HVE patrols in the areas of impaired driving/DUI, occupant protection (seat belts), distracted driving and motorcycle safety.

This Interagency Agreement sets forth the requirements for the Everett Police Department to participate in the project and receive the allotted funding. For the term of this agreement, October 1, 2016 through September 30, 2017, the allocation for the Everett Police Department's participation is $2,800 for impaired driving enforcement, $1,300 for distracted driving enforcement, $1,800 for seat belt enforcement, $5,000 for DUI enforcement, $2,000 in flex funding for any of the aforementioned, and $2,000 for motorcycle safety enforcement.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Interagency Agreement between the Everett Police Department and the Washington Traffic Safety Commission regarding participation in Target Zero Teams high visibility enforcement traffic safety emphasis patrols in the amount of $14,900.

INTERAGENCY AGREEMENT
BETWEEN
THE EVERETT POLICE DEPARTMENT
WASHINGTON TRAFFIC SAFETY COMMISSION

THIS AGREEMENT is made and entered into by and between the EVERETT POLICE DEPARTMENT, hereinafter referred to as "AGENCY," and the Washington Traffic Safety Commission, hereinafter referred to as "WTSC."

THE PURPOSE OF THIS AGREEMENT is to provide funding for the AGENCY to conduct multijurisdictional, high visibility enforcement (HVE) traffic safety emphasis patrols (**as outlined in Exhibit A**), in support of Target Zero priorities. **The Target Zero Manager (TZM) and/or Law Enforcement Liaison (LEL) assigned to the AGENCY shall coordinate the Scope of Work as outlined below** with the goal of reducing traffic related deaths and serious injuries.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK
The AGENCY shall conduct specific HVE patrols as described in the Statement of Work attached as Exhibit A and as coordinated by the local TZM and/or LEL.

PERIOD OF PERFORMANCE
The period of performance of this Agreement shall commence on October 1, 2016 and remain in effect until September 30, 2017 unless terminated sooner, as provided herein.

COMPENSATION AND CONDITIONS
Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the Statement of Work will not exceed $14,900.00 Funds break down into the following enforcement overtime categories:

Statewide Impaired Driving Patrols: $2,800.00
Grant Award # Section 402

Statewide Distracted Driving Patrols: $1,300.00
Grant Award # Section 402

Statewide Seat Belt Patrols: $1,800.00
Grant Award # Section 402

Flex Funding: $2,000.00
(Local DUI, Speed, Distracted, and Seat Belt Patrols)
Grant Award # Section 402

Motorcycle Safety: $2,000.00
Grant Award # Section 402

Target Zero Teams (DUI): $5,000.00
Grant Award # MAP-21 Section 405d

These funds shall not be commingled and are only to be utilized for the specified emphasis area.

See Exhibit C for detailed federal award information.

PARTICIPATION REQUIREMENTS AND CONDITIONS:
For each of the emphasis patrols listed above, **Multijurisdictional High Visibility Enforcement Protocols**, as outlined in **Exhibit B** of this document, will be followed. Exceptions to these protocols may only be provided by the WTSC Program Manager.

Standardized Field Sobriety Testing (SFST) Training Requirement

The AGENCY certifies that all officers participating in traffic safety emphasis patrols are SFST trained. To meet this requirement:

- Officer must be BAC certified and have passed the SFST refresher training within the prior three years, or
- Officer must have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE), or
- Officer must be a certified Drug Recognition Expert.

SHIFT LENGTH: The AGENCY will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed because of DUI processing, etc.

RESERVE OFFICERS: The AGENCY certifies that any reserve officer for whom reimbursement is claimed has exceeded his/her normal monthly working hours when participating in this emphasis patrol and is authorized to be paid the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 1.5 overtime rate.

DISPATCH: WTSC will reimburse communications officers/dispatch personnel for work on this project providing Agency has received prior approval from the designated TZM.

ALLOWABLE COSTS: The AGENCY will provide commissioned law enforcement with appropriate equipment (vehicle, radar, PBTs etc.) to participate in the emphasis patrols. WTSC will reimburse for overtime at 1.5 times officer's normal rate plus AGENCY's contributions to employee benefits including FICA, Medicare, Worker's Compensation and unemployment. The total cost of salary and benefits shall not be exceeded in any one enforcement overtime category and funds may not be commingled between campaign areas.

PERFORMANCE STANDARDS

Participating law enforcement officers are required to make a minimum of 3 self-initiated contacts per hour of enforcement. Some violator contacts may result in related, time-consuming activity. This activity is reimbursable. Other activities, such as collision investigation or emergency response that are not initiated through emphasis patrol contact WILL NOT be reimbursed.

BILLING PROCEDURE

The AGENCY shall submit invoices for reimbursement with supporting documentation to WTSC monthly. All invoices for reimbursement shall be submitted via WTSC's Enterprise Management System (WEMS), and associated with approved HVE logs. Payment to the AGENCY for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, **must be submitted in WEMS no later than July 31**. All invoices for goods or services performed on or prior to September 30, **must be received by WTSC no later than November 15.**

OVERTIME REPORTING

The AGENCY agrees to have all personnel who work HVE patrols complete officer Emphasis Patrol Activity Logs in WEMS within 48 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed above.

ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the WTSC.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. Upon agreement by the AGENCY and the local TZM, allocation categories may be increased or decreased without amending this agreement PROVIDED THAT the increase in the allocation does not exceed 50% of the original agreed amount for the specific category. Any increase in allocation exceeding 50% will require an amendment to this document.

STATE AND FEDERAL TERMS AND CONDITIONS

ALL WRITINGS CONTAINED HEREIN

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

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the party, which consent shall not be unreasonably withheld. The AGENCY shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the Statement of Work outlined in Exhibit A. All third-party awards must allow for the greatest practical competition in accordance with applicable procurement rules and procedures.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

BUY AMERICA ACT
The AGENCY will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

CONFIDENTIALITY / SAFEGUARDING OF INFORMATION
The AGENCY shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the WTSC, or as may be required by law.

COST PRINCIPLES
Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E. The AGENCY shall not utilize Federal grant funds to replace routine and/or existing State or local expenditures; or utilize Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.

COVENANT AGAINST CONTINGENT FEES
The AGENCY warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the AGENCY for the purpose of securing business. The WTSC shall have the right, in the event of breach of this clause by the AGENCY, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DEBARMENT AND SUSPENSION
Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the AGENCY (hereinafter in this section referred to as "prospective lower tier participant") is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

DRUG-FREE WORKPLACE

In accordance with the Drug-Free Workplace Act of 1988 (41 USC 8103 and 42 USC 12644), the AGENCY shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such provision. The AGENCY shall establish a drug-free awareness program and require that employees provide notification of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such incident. The AGENCY shall notify WTSC within ten days after such notification by an employee engaged in the performance of the grant. Within 30 days, the AGENCY will take appropriate personnel action against such employee, up to and including termination, and require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the AGENCY shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity if:

(i) the entity in the preceding fiscal year received—

I. 80 percent or more of its annual gross revenues in Federal awards;

II. $25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986;

FEDERAL LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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. 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

GOVERNANCE

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

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

a. Applicable state and federal statutes and rules;
b. Terms and Conditions of this agreement;
c. Any Amendment executed under this Contract;
d. Any Statement of Work executed under this Contract; and
e. Any other provisions of the agreement, including materials incorporated by reference.

INCOME

Income earned by the AGENCY with respect to the conduct of the Statement of Work (e.g. sale of publications, registration fees, service charges) must be accounted for and income applied to project purposes or used to reduce project costs.

INDEMNIFICATION

To the fullest extent permitted by law, the AGENCY shall indemnify, defend, and hold harmless state, agencies of state and all officials, agents and employees of state, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. The AGENCY's obligation to indemnify, defend, and hold harmless includes any claim by the AGENCY's agents, employees, representatives, or any subAGENCY or its employees.

The AGENCY expressly agrees to indemnify, defend, and hold harmless the state for any claim arising out of or incident to AGENCY's or any subAGENCY's performance or failure to perform the Contract.
The AGENCY waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless state and its agencies, officials, agents or employees.

INDEPENDENT CAPACITY

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

LICENSING, ACCREDITATION AND REGISTRATION

The AGENCY shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

NONDISCRIMINATION

The AGENCY will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88–352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21);
2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686), which prohibits discrimination on the basis of sex;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101–336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27);
4. the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101–6107), which prohibits discrimination on the basis of age;
5. The Civil Rights Restoration Act of 1987 (Pub. L.100–259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities;
6. The Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92–255), as amended, relating to nondiscrimination on the basis of drug abuse;
7. The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
8. Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd–3 and 290ee–3), relating to confidentiality of alcohol and drug abuse patient records;
9. Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing;
10. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
11. The requirements of any other nondiscrimination statute(s) which may apply to the application.

In the event the CONTRACTOR is in non-compliance or refuses to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the WTSC. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

POLITICAL ACTIVITY (HATCH ACT)

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years

after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHT OF INSPECTION

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

The AGENCY shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The AGENCY shall upon request make available to the WTS and the U.S. Secretary of the Department of Health & Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract.

RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act and shall be owned by the WTSC and the State Of Washington. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the AGENCY hereby irrevocably assigns all right, title, and interest in data, including all intellectual property rights, to the WTSC effective from the moment of creation. Data shall include, but not be limited to data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

The AGENCY may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by the National Highway Traffic Safety Administration (NHTSA) and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the WTSC may terminate the contract under the "Termination for Convenience" clause, without the ten day

notice requirement, subject to renegotiation at the WTSC's discretion under those new funding limitations and conditions.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

TAXES

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the AGENCY or its staff shall be the sole responsibility of the AGENCY.

TERMINATION FOR CAUSE

If the CONTRACTOR does not fulfill in a timely and proper manner its obligations under this contract, or violates any of these terms and conditions; the WTSC will give the CONTRACTOR written notice of such failure or violation, and may terminate this contract immediately. The CONTRACTOR may be given the opportunity to correct the violation or failure within 15 (FIFTEEN) days. If the CONTRACTROR is given the opportunity to correct the violation and the violation is not corrected within 15 (FIFTEEN) days, this contract may be terminated by written notice of the WTSC.

TERMINATION FOR CONVENIENCE

Either party may, by 30 (THIRTY) days written notice, terminate this contract. If this contract is so terminated, the WTSC shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TREATMENT OF ASSETS

1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the AGENCY, for the cost of which the AGENCY is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the WTSC upon delivery of such property by the AGENCY. Title to other property, the cost of which is reimbursable to the AGENCY under this contract, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this contract, or (ii)

commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

2. Any property of the WTSC furnished to the AGENCY shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this contract.
3. The AGENCY shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the AGENCY or which results from the failure on the part of the AGENCY to maintain and administer that property in accordance with sound management practices.
4. If any WTSC property is lost, destroyed or damaged, the AGENCY shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.
5. The AGENCY shall surrender to the WTSC all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract.
6. All reference to the AGENCY under this clause shall also include AGENCY 's employees, agents or SubAGENCIES.

WAIVER

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

PRIMARY CONTACT

The following named individuals will serve as designated contacts for each of the parties, for all communications and billings regarding the performance of this Agreement:

The Primary Contact for the AGENCY is:	**The Contact for WTSC is:**
Sergeant Ken Dorn Everett Police Department 3002 Wetmore Avenue 425-257-7550 kdorn@everettwa.gov	Angie Ward Program Manager PO BOX 40944 Olympia, WA 98504 – 0944 360-725-9888 award@wtsc.wa.gov

IN WITNESS WHEREOF, the parties have executed this Agreement.

AGENCY NAME

Signature

Printed Name

Title *Date*

WA TRAFFIC SAFETY COMMISSION

Signature

Printed Name

Title *Date*

AGREED:

CITY OF EVERETT, WASHINGTON

By: _____
Ray Stephanson, Mayor
Date: _____

ATTEST:

_____
Sharon Fuller, City Clerk
Date: _____

APPROVED AS TO FORM:

_____
James D. Iles, City Attorney
Date: _____

Please return this signed Agreement to your Target Zero Manager:

STACEY MCSHANE
SNOHOMISH COUNTY SHERIFF'S OFFICE
3000 ROCKEFELLER M/S 606
EVERETT, WA 98201
425-388-3817
TARGET.ZERO@SNOCO.ORG

Target Zero Manager will forward this signed document to:

WTSC
621 – 8th Avenue SW, Suite 409
PO Box 40944
Olympia, WA 98504-0944

Exhibit A

STATEMENT OF WORK

1. GOAL: To reduce traffic related deaths and serious injuries through aggressive impaired driving, occupant protection, speeding and distracted driving multijurisdictional HVE patrols.

2. SCOPE OF WORK :

The specific dates for individual campaigns are subject to change.

Impaired Driving:

Agency will engage in multijurisdictional HVE patrols, as part of the national effort, for all or part of the following dates:

Holiday DUI Patrols; December 15, 2016 – January 1, 2017
Drive Sober or Get Pulled Over Labor Day DUI Crackdown;
August 18 – September 4, 2017.

These DUI patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Whenever possible statewide mobilization patrols shall begin after 4:00 p.m. and will occur Friday-Sunday.

Law enforcement officers will complete an Emphasis Patrol Activity Log in WEMS within 48 hours of the completion of the patrols.

Seat Belts:

Agency will engage in multijurisdictional HVE seat belt-focused patrols on some or all of the following dates as part of the national effort:

Click it or Ticket - May 22 - June 4, 2017

These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Whenever possible these patrols shall occur in areas with the lowest seat belt use. Ideally, these patrols will not begin before 4:00 pm.

Law enforcement officers will complete an Emphasis Patrol Activity Log in WEMS within 48 hours of the completion of the patrols.

Distracted Driving

Agency may engage in multijurisdictional HVE distracted driving focused patrols, as part of the national effort, for all or part the following dates:

U Drive. U Text. U Pay. – April 3 – 16, 2017

These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Wherever possible these patrols shall occur in areas with the highest number of distracted driving violations.

Law enforcement officers will complete an Emphasis Patrol Activity Log in WEMS within 48 hours of the completion of the patrols.

Motorcycle Safety Patrols - July 28, 2017 – August 13, 2017

These motorcycle safety patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force.

Patrols should focus on the illegal and unsafe driving actions of motorcycles.

Patrols should also focus on the illegal and unsafe driving actions of all other motor vehicles when relating to motorcycles. This includes failure to yield to a motorcycle, following too closely to a motorcycle, etc.

Law enforcement officers will complete an Emphasis Patrol Activity Log in WEMS within 48 hours of the completion of the patrols.

Whenever possible, AGENCY should include motorcycle officers in these patrols.

Flex Patrols:

The local Task Force may coordinate local HVE impaired driving, seatbelt, distracted driving, or speeding patrols during the contract period. Refer to each section above for the scope of work for each category. Dates may not coincide with statewide patrol periods. Dates of local patrols will be reported in advance to the WTSC on a quarterly basis by the county Target Zero Manager. Refer to Exhibit B for patrol plan due dates. Only work done on Task Force/TZM pre-approved dates will be considered for reimbursement.

CONDITIONS:

For each of the emphasis patrols listed above, **Multijurisdictional High Visibility Enforcement Protocols**, as outlined in **Exhibit B** of this document will be

followed. These protocols are incorporated in their entirety to this document by reference. Exceptions to these protocols may only be provided by the WTSC Program Manager.

Standardized Field Sobriety Testing (SFST) Training Requirement

Agency certifies that all officers participating in these patrols are SFST trained. To meet this requirement:

- Officer must be BAC certified and have passed the SFST refresher training within the prior three years, or
- Officer must have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE), or
- Officer must be a certified Drug Recognition Expert.

Media Contacts:

All of these patrols are conducted as part of a highly publicized, statewide effort. As such, publicity campaigns about these patrols are planned to alert the public to the fact that extra patrols are targeting these violations. Therefore, Agency must provide the names of at least two agency officers who can be available for media requests and questions.

***At least one of the individuals listed below must be available for weekend media contacts, beginning at noon on Fridays before mobilizations:**

Sergeant Ken Dorn
Name/Title

425-257-7550
kdorn@everettwa.gov
Office Phone & e-mail

425-754-3033
Cell Phone

Officer Aaron Snell
Name/Title

425-257-7498
asnell@everettwa.gov
Office Phone & e-mail

425-508-8854
Cell Phone

Exhibit B

Multijurisdictional High-Visibility Enforcement Protocols

Purpose

This protocol is intended to guide Target Zero Managers, Law Enforcement Liaisons, and law enforcement agencies in coordinating multijurisdictional high visibility enforcement (HVE) mobilizations to address impaired driving, distracted driving, speeding, and seat belt use. These mobilizations are funded by federal highway safety grants.

Goal

The goal of multijurisdictional high-visibility campaigns is to reduce fatal and serious injury collisions through the coordination of:

- Publicity addressing increased enforcement, and
- Increased contacts and arrests of violators.

Method

Funding from the Washington Traffic Safety Commission (WTSC) will support multijurisdictional HVE patrol activities to increase the number of officers working on impaired driving, distracted driving, speeding, and occupant protection enforcement. Public education and media will be coordinated by the Target Zero Manager and Law Enforcement Liaison. The law enforcement activity will support the media effort by demonstrating to the public that the media messages are true; i.e., that "extra enforcement patrols (with a particular focus) are going on now" so that the public takes the media messages seriously.

The media work will support the police effort by encouraging voluntary compliance with the law. The objective of multijurisdictional HVE patrol activities is to change driver behavior by raising the awareness of increased enforcement.

Definitions:

- HVE is enforcement of the law in conjunction with publicity that draws the attention of the public to the enforcement activity.
- Multijurisdictional enforcement is defined as a minimum of three law enforcement agencies (LEA's) or patrol units participating at a designated date and time, enforcing a specific activity, in a location determined by the local Target Zero Task Force.

Responsibilities

WTSC:

- Provide funding.
- Provide state/local traffic fatality and serious injury data.
- Coordinate paid media at the state level for statewide and local mobilizations (when possible).
- Lead news media efforts for:
    - Holiday DUI
    - Click It or Ticket
    - U Drive. U Text. U Pay.
    - Drive Sober or Get Pulled Over
- Summarize statewide enforcement activity.
- Report results to the National Highway Traffic Safety Administration.

Target Zero Manager and Law Enforcement Liaison:

- Lead the development of Multijurisdictional High Visibility Enforcement Mobilization Plans.
- Submit local patrol plans for local DUI, seat belt, speeding, and distracted mobilizations to the WTSC on quarterly basis:

Plans Due:	For local patrols planned from:
August 31, 2016	October 1 – December 31, 2016
October 31, 2016	January – March, 2017
January 30, 2017	April – June, 2017
April 30, 2017	July – September, 2017

*One yearly plan for local mobilizations may be submitted in lieu of four quarterly plans.

- Coordinate mobilization briefings.
- Lead news media and community outreach efforts for local mobilizations.
- Review and approve all IAAs, invoices, and other documentation before submission to WTSC. This includes follow-up on incomplete invoicing paperwork and Emphasis Patrol Activity Logs with unexplained low contacts.

Law Enforcement Agencies:

- Send a representative to local task force meetings to plan mobilization locations and exact dates.
- Ensure availability of agency media contact, noted on page 3 of this agreement, prior to and during all mobilization dates.
- Provide commissioned police officer(s) (active or paid reserve) with appropriate equipment (vehicle, radar, etc.) to participate in multijurisdictional HVE patrols.
- Ensure that officers assigned to the multijurisdictional HVE campaigns are qualified to enforce the impaired driving laws as outlined on page 2, section 3 of this agreement.
- Require all officers participating in multijurisdictional HVE patrols to attend mobilization briefings.
- Ensure officers working the overtime conduct a minimum of three (3) self-initiated contacts per hour.
- Require officers to complete and submit multijurisdictional HVE patrol productivity on WTSC Emphasis Patrol Activity Log.

Exhibit C

Federal Agency – National Highway Traffic Safety Administration

Funding Source	Grant Award #	Grant Award Name	CFDA #	HVE Categories
402	Section 402	**State and Community Highway Safety Program**	20.600	Statewide DUI, Distracted Driving, Seat Belt, Local Flex, Speed, Motorcycle
		National Priority Safety Programs		
405b	Map-21 Section 405b	Occupant Protection	20.616	
405c	Map-21 Section 405c	State Traffic Safety Information Systems	20.616	
405d	Map-21 Section 405d	Impaired Driving Countermeasures	20.616	TZT
405d II	Map-21 Section 405d II	Impaired Driving Ignition Interlock	20.616	
405f	Map-21 Section 405f	Motorcycle Safety	20.616	

WASHINGTON Traffic Safety COMMISSION

Agency: EVERETT POLICE DEPARTMENT
Project Number: FFY2017 HVE

Acknowledgement of WTSC Grant Requirements

When the authorizing official and the project manager sign the agreement for a WTSC grant, they agree to comply fully with the terms and conditions set forth in the contract as well as additional federal requirements outlined in the Electronic Code of Federal Regulations for Federal Grants and Agreements: (http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

The WTSC provides all grant recipients an opportunity to ask questions or discuss concerns about the terms and conditions of the grant. This opportunity may consist of an in-person meeting or conference call, depending on the complexity of the project and the recipient's level of experience with federal grants. Once this opportunity has been provided, the grant recipient's project manager certifies to the grant requirements, including the following elements:

• Contract Provisions o Billing procedure o Project Reporting o Nondiscrimination o Drug-Free workplace o State Lobbying o Political activity/Hatch Act o Suspension & debarment o Contract Termination o Buy America Act o Federal Lobbying
• Project changes and amendments
• Quarterly and final reports
• Third-party contracts
• Indirect costs (Cost Allocation Plan or Federal Cognizant Agency rate approval letter)
• Project Income Requirements
• Promotional/Incentive Item Purchase Restrictions
• Equipment purchases (approval and tracking requirements)
• Travel rules (State Administrative & Accounting Manual-http://ofm.wa.gov/policy/10.htm)
• Light Refreshments Policy (WTSC Policy #7.5- http://wtsc.wa.gov/resources/policies/)
• Single audit requirements
• Time keeping requirements

I understand the items listed above or they have been explained to me by representatives of the Washington Traffic Safety Commission.

_____ _____

Agency Signature (Grant Recipient) Date