

## File a Formal Complaint - Lori Shavlik

[Loritanning](#) (Fri, 18 Aug at 4:17 PM) via Portal Meta

Violation of RCW 42.17A.710(1)(g) for failure to disclose membership on Dawson's Place Board of Directors on the F-1 statement of personal financial affairs.

Violations include \$300,000.00 ownership, never reported-(beneficiary of property personally Owned by Janis Ellis) 1509 California that was purchased by Our Governments Money. (see deed)

Grantee for Dawson Place grant and was the president for Dawson Place

Failure to report being on the Board of Directors for the King County Nurses Association 42.17A 710(1)(g)



201106210673 2 PGS  
06/21/2011 2:01pm \$63.00  
SNOHOMISH COUNTY, WASHINGTON

Filed for Record at Request of:

Janice E. Ellis  
13530 134<sup>th</sup> Drive SE  
Snohomish, WA 98290

**FULL RECONVEYANCE**

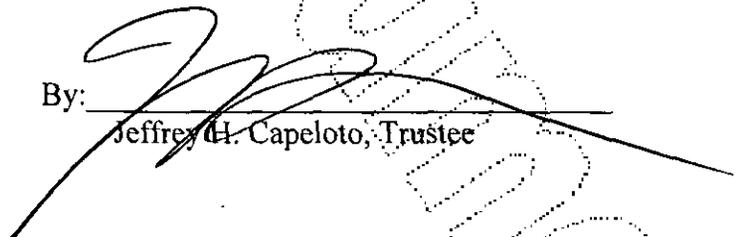
The undersigned Trustee, under that certain Deed of Trust dated October 7, 2010, in which DAWSON PLACE CHILD ADVOCACY CENTER is the Grantor, and JANICE ELLIS is the Beneficiary, recorded on October 19, 2010, under Auditor's File No. 201010190191, records of Snohomish County, Washington, having received under said Deed of Trust a request to reconvey the real property described in said deed, does hereby reconvey, without warranty, to the persons entitled thereto, the right, title, and interest now held by said trustee in and to the real property described in said Deed of Trust, situate in Snohomish County, Washington, as follows:

LOTS 14, 15 AND 16, BLOCK 624, PLAT OF EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 32, IN SNOHOMISH COUNTY, WASHINGTON.

Tax Parcel No. 004391-624-014-00

DATED June 20, 2011.

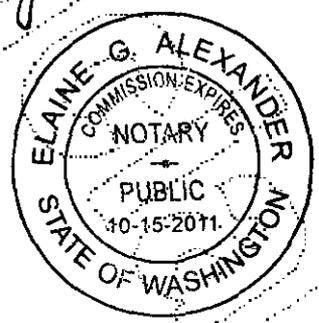
ANDERSON HUNTER LAW FIRM, P.S.

By:   
Jeffrey H. Capeloto, Trustee

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I have evidence that JEFFREY H. CAPELITO is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Partner/Shareholder of ANDERSON HUNTER LAW FIRM, P.S., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: June 20, 2011.



*Elaine G. Alexander*  
PRINTED NAME: ELAINE G. ALEXANDER  
NOTARY PUBLIC  
in and for the State of Washington.  
My commission expires: 10-15-11

DUPLICATE DOCUMENT

**SCAM ALERT:** The Department of Revenue's Business Licensing Service is currently the subject of an email phishing scam targeting businesses. [Get more information and learn how to avoid this scam...](http://www.dor.wa.gov/Content/AboutUs/BLSphishingscam.aspx) (<http://www.dor.wa.gov/Content/AboutUs/BLSphishingscam.aspx>)



**KING COUNTY NURSES ASSOCIATION**

UBI Number	601124101
Category	REG
Profit/Nonprofit	Nonprofit
Active/Inactive	Active
State Of Incorporation	WA
WA Filing Date	03/04/1903
Expiration Date	03/31/2018
Duration	Perpetual
Charity	This corporation is also a charity. <a href="http://www.sos.wa.gov/charities/search_detail.aspx?charity_id=2483">View Info »</a> ( <a href="http://www.sos.wa.gov/charities/search_detail.aspx?charity_id=2483">http://www.sos.wa.gov/charities/search_detail.aspx?charity_id=2483</a> )
<b>Registered Agent Information</b>	
Agent Name	SUSAN VERMEULEN
Address	4649 SUNNYSIDE AVE N RM 352
City	SEATTLE
State	WA
ZIP	981030000

**Governing Persons** (as defined in RCW 23.95.105 (12) (<http://app.leg.wa.gov/RCW/supdefault.aspx?cite=23.95.105>))

Title	Name
Governor	Allen, Cindy Jo
Governor	Brozovich, Karen
Governor	Cortez, Edna
Governor	Cross, Lori
Governor	Ellis, Janice



STATE OF WASHINGTON  
DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT

128 - 10<sup>th</sup> Avenue SW • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

August 27, 2009

Ms. Mary Wahl  
Executive Director  
2272 Colby Avenue, Suite 200  
Everett, WA 98201

Dear Ms. Wahl:

Enclosed is a fully executed original of Contract Number 10-96105-007 between the Department of Commerce (Commerce) and the Dawson Place Child Advocacy Center. The purpose of the contract is to provide the Dawson Place Child Advocacy Center with funds purchase and renovate the Old Federal Building. Please keep this original document with other local records related to your project.

We have enclosed an A19 voucher, a Status Report, and instructions on how to submit your reimbursement and will email the electronic version (if needed) for your completion once funds are ready to be expended.

Please send reimbursement requests to my attention at:      Commerce/CAU  
P. O. Box 42525  
Olympia, WA 98504-2525

I will be your project manager and if you have any questions please contact me at (360) 725-3089 or jacquie.andresen@commerce.wa.gov and I'll be happy to assist you.

Sincerely,

for Jacquie Andresen  
Project Manager  
Contracts Administration Unit

Enclosures







# Department of Commerce

Innovation is in our nature.

**Grant to**

Dawson Place Child Advocacy Center

through

the Local and Community Projects Program

**For**

Dawson Place Child Advocacy Center - Funds will be used for acquisition of the Dawson Place Child Advocacy Center.

**Start date:**

8-25-2009



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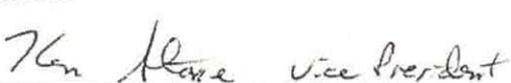
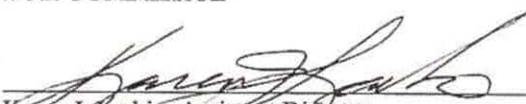
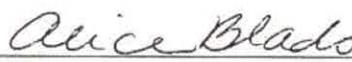
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Attachment A, Scope of Work; Attachment B, Budget; Attachment C, Availability of Funds;  
Attachment D Certification of Prevailing Wages; Attachment E, Certification of LEED

**FACE SHEET**

Grant Number: 10-96105-007

Washington State Department of Commerce  
Local Government Division  
Community Development Programs  
Capital Programs Unit

<b>1. Grantee</b>  Dawson Place Child Advocacy Center 3000 Rockefeller Avenue Everett, Washington 98201		<b>2. Grantee Doing Business As (optional)</b>  .	
<b>3. Grantee Representative</b>  Janice E. Ellis Snohomish County Prosecuting Attorney 4253883681 (425) 388-7172 janice.ellis@snoco.org		<b>4. COMMERCE Representative</b>  Daniel Aarthun Program Manager 360-725-3007 360-664-3123 dan.aarthun@commerce.wa.gov <div style="float: right; text-align: right;">                     P.O. Box 42525                      906 Columbia Street SW                      Olympia, WA 98504-2525                 </div>	
<b>5. Grant Amount</b> \$858,125.00	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> 8-25-2009	<b>8. End Date</b> 6/30/2013
<b>9. Federal Funds (as applicable)</b> N/A	<u>Federal Agency</u> N/A	<u>CFDA Number</u> N/A	
<b>10. Tax ID #</b> 27-0627714	<b>11. SWV #</b>	<b>12. UBI #</b>	<b>13. DUNS #</b> N/A
<b>14. Grant Purpose</b> Funds will be used to purchase and renovate the Old Federal Building in Everett.			
Commerce, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Certification of Availability of Funds to Complete the Project, Attachment "D" – Certification of the Payment and Reporting of Prevailing Wages, Attachment "E" – Certification of Intent to Enter LEED process.			
<b>FOR GRANTEE</b>  <div style="text-align: center;">                   _____                  Janice E. Ellis, President, Board of Directors             </div> <div style="text-align: center; margin-top: 10px;">                 8/20/09                  _____                  Date             </div>		<b>FOR COMMERCE</b>  <div style="text-align: center;">                   _____                  Karen J. Larkin, Assistant Director             </div> <div style="text-align: center; margin-top: 10px;">                 8/25/09                  _____                  Date             </div> <div style="text-align: center; margin-top: 20px;"> <b>APPROVED AS TO FORM ONLY</b>                     _____                  August 7, 2009                  _____                  Date             </div>	



**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

THIS CONTRACT, entered into by and between Dawson Place Child Advocacy Center (a non-profit corporation hereinafter referred to as the Grantee), and the Washington State Department of Commerce (hereinafter referred to as Commerce), WITNESSES THAT:

WHEREAS, Commerce has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, Commerce is also given the responsibility to administer state funds and programs which are assigned to Commerce by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2009, Chapter 497, Section 1048, made an appropriation to support the Local and Community Projects Program, and directed Commerce to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the Grantee is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

**1. GRANT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for Commerce and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

**2. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$858,125.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

**3. CERTIFICATION OF FUNDS**

A. The release of state funds under this contract is contingent upon the Grantee certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this contract.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. Commerce will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
  - vii) In-kind contributions, subject to Commerce's approval.
- B. The Grantee shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for Commerce's review upon reasonable request.

**4. PREVAILING WAGE LAW**

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The Grantee is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. Commerce is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

**5. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

The Grantee may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures in the following cost categories:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
  - Site preparation and improvements;
  - Permits and fees;
  - Labor and materials;
  - Taxes on Project goods and services;
  - Capitalized equipment;
  - Information technology infrastructure; and
  - Landscaping.

**6. BILLING PROCEDURES AND PAYMENT**

Commerce shall reimburse the Grantee for one-hundred percent (100%) of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for costs incurred or expenditures made, the Grantee shall submit to Commerce a signed and completed Invoice Voucher (Form A-19), referencing the Project activity performed, and any appropriate documentation, including photographs. The voucher must be certified by an official of the Grantee with authority to bind the Grantee. The final voucher shall be submitted to Commerce within fifteen (15) days following the completion of work or other termination of this contract.

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. Commerce will not release payment for any reimbursement request received unless and until the Project Status Report is received.

After approving the Invoice Voucher and Project Status Report, Commerce shall promptly remit a warrant to the Grantee.

Commerce will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for Commerce [*not more often than monthly.*]

Payment shall be considered timely if made by Commerce within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

Commerce may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by Commerce.

Duplication of Billed Costs

The Grantee shall not bill Commerce for services performed under this Agreement, and Commerce shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

**7. INSURANCE**

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give Commerce thirty (30) calendar days advance notice of any insurance cancellation or modification.

The Grantee shall submit to Commerce within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**Automobile Liability.** In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

**Professional Liability, Errors and Omissions Insurance.** The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under Grant to the Grantee. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the Grantor as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Grantee as beneficiary.
- C. The Grantee shall provide, at Commerce's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that Commerce will be provided thirty (30) days advance written notice of cancellation.

**8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

**9. REDUCTION IN FUNDS**

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of Commerce, and shall meet and renegotiate the contract accordingly.

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**10. OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

Commerce makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract. This provision does not extend to claims that Commerce may bring against the Grantee in recapturing funds expended in violation of this contract.

**11. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY**

- A. The Grantee understands and agrees that any and all real property or facilities owned by the Grantee that are acquired, constructed, or otherwise improved by the Grantee using state funds under this contract shall be held and used by the Grantee for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the Grantee from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by Commerce, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- C. In the event the Grantee is found to be out of compliance with this section, the Grantee shall repay to the state general fund the principal amount of the grant as stated in Section 2, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 27 (Recapture provision).

**12. CHANGE OF USE FOR LEASED PROPERTY**

- A. The Grantee understands and agrees that any facility leased by the Grantee that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the Grantee for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. In the event the Grantee is found to be out of compliance with this section, the Grantee shall repay to the state general fund the principal amount of the grant as stated in Section 2, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 27 (Recapture Provision).

**13. MODIFICATION TO THE PROJECT BUDGET**

- A. Notwithstanding any other provision of this contract, the Grantee may, at its discretion, make modifications not to exceed fifteen percent (15%) of each line item in the Project Budget (Attachment B), hereof.
- B. The Grantee shall notify Commerce in writing when making any budget modification or modifications that would exceed fifteen percent (15%) of any budget line item. Any such request shall require the written approval of Commerce, and any such modifications shall be made in writing and signed by both parties, and attached to the Project Budget (Attachment B), hereof.
- C. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**14. SIGNAGE, MARKERS AND PUBLICATIONS**

If, during the period covered by this contract, the Grantee displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

**15. HISTORICAL AND CULTURAL ARTIFACTS**

In the event that historical or cultural artifacts are discovered at the Project site during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state historical preservation officer at the Washington State Department of Archaeology and Historic Preservation.

**16. REAPPROPRIATION**

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2011, will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, Commerce reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**1. DEFINITIONS**

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "Commerce" shall mean the Department of Commerce.
- C. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee" shall mean one not an employee of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subgrantees" means subgrantee(s) in any tier.

**2. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by Commerce.

**3. ALL WRITINGS CONTAINED HEREIN**

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

**4. AMENDMENTS**

This Grant 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.

**5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

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

**6. APPROVAL**

This Grant shall be subject to the written approval of Commerce's Authorized Representative and shall not be binding until so approved. The Grant may be altered, amended, or waived only by a written amendment executed by both parties.

**7. ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of Commerce.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**8. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

**9. AUDIT**

**A. General Requirements**

Grantees are to procure audit services based on the following guidelines.

The Grantee shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subgrantees also maintain auditable records.

The Grantee is responsible for any audit exceptions incurred by its own organization or that of its Subgrantees.

Commerce reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

As applicable, Grantees required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Grantee must respond to Commerce requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

**B. State Funds Requirements**

Grantees expending \$100,000 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule includes:

- Grantor agency name
- State program name
- BARS account number
- Grantor
- COMMERCE Grant number
- Grant award amount including amendments (total grant award)
- Beginning balance
- Current year revenues
- Current year expenditures
- Ending balance
- Program total

If the Grantee is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Grantee.

The Grantee shall include the above audit requirements in any subgrants.

In any case, the Grantee's financial records must be available for review by Commerce.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**C. Documentation Requirements**

The Grantee must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Grantee's fiscal year(s) to:

Department of Commerce  
ATTN: Audit Review and Resolution Office  
906 Columbia Street SW, Fifth Floor  
PO Box 48300  
Olympia WA 98504-8300

In addition to sending a copy of the audit, when applicable, the Grantee must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by Commerce.
- Copy of the Management Letter.

**10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by Commerce that is designated as "confidential" by the Commerce;
2. All material produced by the Grantee that is designated as "confidential" by Commerce; and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of Commerce or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide Commerce with its policies and procedures on confidentiality. Commerce may require changes to such policies and procedures as they apply to this Grant whenever the Grantor reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by Commerce. Upon request, the Grantee shall immediately return to Commerce any Confidential Information that Commerce reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify Commerce within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**11. CONFORMANCE**

If any provision of this Grant violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**12. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by Commerce. Commerce shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to Commerce effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not 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.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to Commerce a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to Commerce.

The Grantee shall exert all reasonable effort to advise Commerce, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide Commerce with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. Commerce shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

**13. DISPUTES**

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with Commerce's Director, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**14. DUPLICATE PAYMENT**

The Grantee certifies that work to be performed under this Grant does not duplicate any work to be charged against any other Grant, subgrant, or other source.

**15. ETHICS/CONFLICTS OF INTEREST**

In performing under this Grant, the Grantee shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

**16. GOVERNING LAW AND VENUE**

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**17. INDEMNIFICATION**

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, Commerce, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Grantee's performance or failure to perform the Grant. The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by the Grantee's agents, employees, representatives, or any Subgrantee or its agents, employees, or representatives.

The Grantee's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subgrants shall include a comprehensive indemnification clause holding harmless the Grantee, Commerce, the state of Washington, its officers, employees and authorized agents.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**18. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or Commerce. The Grantee will not hold itself out as or claim to be an officer or employee of Commerce or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

**19. INDUSTRIAL INSURANCE COVERAGE**

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Commerce may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. Commerce may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by Commerce under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**20. LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

**Washington State Laws and Regulations**

- A. Affirmative action, RCW 41.06.020 (11).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

**21. LICENSING, ACCREDITATION AND REGISTRATION**

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

**22. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant.

**23. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with the state. The Grantee 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.

**24. POLITICAL ACTIVITIES**

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used under this Grant for working for or against ballot measures or for or against the candidacy of any person for public office.

**25. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

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

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**26. PUBLICITY**

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or Commerce's name is mentioned, or language used from which the connection with the state of Washington's or Commerce's name may reasonably be inferred or implied, without the prior written consent of Commerce.

**27. RECAPTURE**

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, Commerce reserves the right to recapture funds in an amount to compensate Commerce for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by Commerce. In the alternative, Commerce may recapture such funds from payments due under this Grant.

**28. RECORDS MAINTENANCE**

The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant. Grantee shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

**29. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

**30. RIGHT OF INSPECTION**

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by Commerce, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

**31. 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 Grant and prior to normal completion, Commerce may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

**32. SEVERABILITY**

If any provision of this Grant or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Grant that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Grant and to this end the provisions of this Grant are declared to be severable.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**33. SUBGRANTING**

The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of Commerce.

If Commerce approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, Commerce in writing may: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant.

Every subgrant shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to Commerce if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to Commerce for any breach in the performance of the Grantee's duties.

Every subgrant shall include a term that Commerce and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

**34. SURVIVAL**

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

**35. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

**36. TERMINATION FOR CAUSE / SUSPENSION**

In event Commerce determines that the Grantee failed to comply with any term or condition of this Grant, Commerce may terminate the Grant in whole or in part upon written notice to the Grantee. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, Commerce upon written notice may allow the Grantee a specific period of time in which to correct the non-compliance. During the corrective-action time period, Commerce may suspend further payment to the Grantee in whole or in part, or may restrict the Grantee's right to perform duties under this Grant. Failure by the Grantee to take timely corrective action shall allow Commerce to terminate the Grant upon written notice to the Grantee.

"Termination for Cause" shall be deemed a "Termination for Convenience" when Commerce determines that the Grantee did not fail to comply with the terms of the Grant or when Commerce determines the failure was not caused by the Grantee's actions or negligence.

If the Grant is terminated for cause, the Grantee shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Grant and the replacement Grant, as well as all costs associated with entering into the replacement Grant (i.e., competitive bidding, mailing, advertising, and staff time).

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**37. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Grant Commerce may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, Commerce shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

**38. TERMINATION PROCEDURES**

After receipt of a notice of termination, except as otherwise directed by Commerce, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants for materials, services, or facilities related to the Grant;
- C. Assign to Commerce all of the rights, title, and interest of the Grantee under the orders and subgrants so terminated, in which case Commerce has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants. Any attempt by the Grantee to settle such claims must have the prior written approval of Commerce; and
- D. Preserve and transfer any materials, Grant deliverables and/or Commerce property in the Grantee's possession as directed by Commerce.

Upon termination of the Grant, Commerce shall pay the Grantee for any service provided by the Grantee under the Grant prior to the date of termination. Commerce may withhold any amount due as Commerce reasonably determines is necessary to protect Commerce against potential loss or liability resulting from the termination. Commerce shall pay any withheld amount to the Grantee if Commerce later determines that loss or liability will not occur.

The rights and remedies of Commerce under this section are in addition to any other rights and remedies provided under this Grant or otherwise provided under law.

**39. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of Commerce.

Scope of Work

Funds awarded under this grant shall be used for acquisition of the JRA Building located at 2731 Hoyt Avenue, Everett.

This facility will house the Dawson Place Child Advocacy Center which co-locates the medical, mental health, victim advocacy, law enforcement investigation, and prosecution services needed by children who have been sexually and/or physically abused.

The closing date is anticipated to be September 1, 2009.

Remaining funds of this grant will be used for renovation purposes.

The Grantee, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Grantee's governing body as of the date and year written below.

*Ken Stone*

GRANTEE

*Vice President*

TITLE

*8-20-09*

DATE

## Budget

Line Item	Amount
Architecture & Engineering	\$74,500.00
Site Acquisition	\$2,300,000.00
Construction	\$675,500.00
<b>Total Contracted Amount:</b>	<b>\$3,050,000.00</b>

The Grantee, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the Grantee's governing body or board of directors, as applicable, as of the date and year written below.

Ken Stone  
GRANTEE  
Vice President  
TITLE  
8-20-09  
DATE

**Certification of the Availability of Funds to Complete the Project**

Non-State Funds	Amount	Total
Compass Health Loan	\$1,000,000.00	
Line of Credit	\$500,000.00	
Compass Health Loan-Forgivable	\$50,000.00	
<b>Total Non-State Funds</b>	<b>\$1,550,000.00</b>	<b>\$1,550,000.00</b>
<b>State Funds</b>		
Dept. of Commerce Contract 08-96105-041	\$641,875.00	
State Capital Budget	\$858,125.00	\$1,500,000.00
<b>Total Non-State and State Sources</b>		<b>\$3,050,000.00</b>

CERTIFICATION

The Grantee, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the Grantee's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The Grantee shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for Commerce's review upon reasonable request.

*Ken Stone*  
 \_\_\_\_\_  
 GRANTEE

*Vice President*  
 \_\_\_\_\_  
 TITLE

*8-20-09*  
 \_\_\_\_\_  
 DATE

**Certification of the Payment and Reporting of Prevailing Wages**

CERTIFICATION

The Grantee, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for Commerce's review upon request.

If any state funds are used by the Grantee for the purpose of construction, applicable State Prevailing Wages must be paid.

The Grantee, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Grantee's governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

Acquisition only.  
EP

**NOT APPLICABLE**

**NOT APPLICABLE**

**Certification of Intent to Enter the  
Leadership in Energy and Environmental Design (LEED) Certification Process**

CERTIFICATION

The Grantee, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this contract. The Grantee shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to Commerce.

The Grantee, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Grantee's governing body or board of directors, as applicable, as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**NOT APPLICABLE**

*received facility type exemption*

**NOT APPLICABLE**

*EP*





**COMPANY, ASSOC., GOVERNMENT AGENCY CONTINUED**

**F-1**

Name ELLIS, JANICE E

Page 3

**3 ASSETS / INVESTMENTS - INTEREST / DIVIDENDS**

C. Name and address of each company, association, government agency	Type of Account or Description of Asset	Asset Value (Use Code)	Income Amount (Use Code)
DAVIS C/O UBS (ACCT. # 9886)	Individually managed stock account	E	A
AMERICAN FUNDS CAPITAL WORLD GROWTH & C/O UBS (ACCT # 9884)	Mutual Fund	E	B
AMERICAN FUNDS NEW WORLD FUND C/O UBS (ACCT # 9884)	Mutual Fund	E	A
KAYNE ANDERSON C/O UBS (ACCT # 9885)	Individually managed stock account	E	A
INVESCO REIT C/O UBS (ACCT # 9888)	Individually managed REIT account	E	B
BLACK ROCK C/O UBS (ACCT # 15565; FOR ELLIS CH-GR.	INDIVIDUALLY MANAGED STOCK ACCOUNT	E	B
AMERICAN FUNDS CAPITAL WORLD GROWTH & C/O UBS (BRE - ACCT. #9890)	Mutual Fund	D	A
NATIONWIDE RETIREMENT SOLUTIONS P. O. BOX 182797 COLUMBUS, OH 43218	Retirement deferred compensation account	E	0
KRAFT/HEINZ C/O UBS (ACCT # 9884)	2264 SHARES	E	A
PHILIP MORRIS INTERNATIONAL C/O UBS (ACCT # 9884)	5245 SHARES	E	B
WALT DISNEY CO C/O UBS (ACCT # 9884)	460 SHARES	C	A
BLACK ROCK GLOBAL ALLOCATION C/O UBS (ACCT # 18828)	INDIVIDUALLY MANAGED STOCK ACCOUNT	E	B

Check here  if continued on attached sheet.

**COMPANY, ASSOC., GOVERNMENT AGENCY CONTINUED**

**F-1**

Name ELLIS, JANICE E

Page 4

**3 ASSETS / INVESTMENTS - INTEREST / DIVIDENDS**

C. Name and address of each company, association, government agency	Type of Account or Description of Asset	Asset Value (Use Code)	Income Amount (Use Code)
IVY ASSET STRATEGY FUND C/O UBS (ACCT # 9884)	MUTUAL FUND	E	B
AMERICAN FUNDS CAPITAL INCOME BUILDER C/O UBS (ACCT # 9884)	MUTUAL FUND	E	B
AMERICAN FUNDS INCOME FUND C/O UBS (ACCT # 9884)	MUTUAL FUND	E	B
WELLS FARGO	401(K)	C	0
MONDELEZ INTER''''L C/O UBS (ACCT. #9884)	6793 SHARES	E	A
MILLER HOWARD C/O UBS (ACCT. #18829)	INDIVIDUALLY MANAGED STOCK ACCT.	E	B
INVESCO INTERNATIONAL C/O UBS (ACCT. #9887)	INDIVIDUALLY MANAGED STOCK ACCOUNT	E	B
ALTRIA C/O UBS (ELLIS CH.-GCH TRUST; ACCT.	6162 SHARES	E	B
KRAFT/HEINZ C/O UBS (ELLIS CH.-GCH TRUST; ACCT.	1451 SHARES	D	A
MONDELEZ INTERNATIONAL C/O UBS (ELLIS CH.-GCH TRUST; ACCT.	4355 SHARES	E	A
PHILIP MORRIS INTERNATIONAL C/O UBS (ELLIS CH.-GCH TRUST; ACCT.	3500 SHARES	E	B
WALT DISNEY CO. C/O UBS (ELLIS CH.-GCH TRUST; ACCT.	2760 SHARES	E	A
Check here <input checked="" type="checkbox"/> if continued on attached sheet.			

**COMPANY, ASSOC., GOVERNMENT AGENCY CONTINUED**

**F-1**

Name ELLIS, JANICE E

Page 5

**3 ASSETS / INVESTMENTS - INTEREST / DIVIDENDS**

C. Name and address of each company, association, government agency	Type of Account or Description of Asset	Asset Value (Use Code)	Income Amount (Use Code)
Deutsche Global Infrastructure Fund C/O UBS (Acct. No. 9884)	Mutual Fund	E	B
American Funds Fundamental Investors c/o UBS (BRE- ACCT. #9890)	Mutual Fund	D	B
Altria c/o UBS (ACCT # 9884)	2465 Shares	E	B

Check here  if continued on attached sheet.



201106210673 2 PGS  
06/21/2011 2:01pm \$63.00  
SNOHOMISH COUNTY, WASHINGTON

Filed for Record at Request of:

Janice E. Ellis  
13530 134<sup>th</sup> Drive SE  
Snohomish, WA 98290

**FULL RECONVEYANCE**

The undersigned Trustee, under that certain Deed of Trust dated October 7, 2010, in which DAWSON PLACE CHILD ADVOCACY CENTER is the Grantor, and JANICE ELLIS is the Beneficiary, recorded on October 19, 2010, under Auditor's File No. 201010190191, records of Snohomish County, Washington, having received under said Deed of Trust a request to reconvey the real property described in said deed, does hereby reconvey, without warranty, to the persons entitled thereto, the right, title, and interest now held by said trustee in and to the real property described in said Deed of Trust, situate in Snohomish County, Washington, as follows:

LOTS 14, 15 AND 16, BLOCK 624, PLAT OF EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 32, IN SNOHOMISH COUNTY, WASHINGTON.

Tax Parcel No. 004391-624-014-00

DATED June 20, 2011.

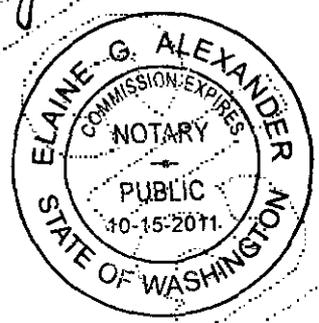
ANDERSON HUNTER LAW FIRM, P.S.

By:   
Jeffrey H. Capeloto, Trustee

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I have evidence that JEFFREY H. CAPELITO is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Partner/Shareholder of ANDERSON HUNTER LAW FIRM, P.S., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: June 20, 2011.



*Elaine G. Alexander*  
PRINTED NAME: ELAINE G. ALEXANDER  
NOTARY PUBLIC  
in and for the State of Washington.  
My commission expires: 10-15-11

DUPLICATE DOCUMENT