



Everett City Council Preliminary Agenda
6:30 p.m., Wednesday, November 8, 2023
City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: November 1, 2023

Mayor's Comments

Public Comment

Council Comments/Liaison Reports

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$2,926,613.95 For The Period Ending October 21, 2023 Through October 27, 2023.

Documents:

[RES CLAIMS PAYABLE OCT 21, 2023 - OCT 27, 2023.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,248,482.45 For The Period Ending October 21, 2023.

Documents:

[2023 RESOLUTION FOR PAYROLL PAY PERIOD 22.PDF](#)

(3) Award And Authorize The Purchase Of Eleven Charging Systems For Electric Transit Buses From Gillig LLC Using The Washington State Department Of Enterprise Services Contract #06719-01/EVT #2021-021 For A Total Of \$1,916,700.

Documents:

[WSDOT CHARGING EQUIPMENT.PDF](#)

(4) Adopt A Resolution Declaring A 1986 Trail King TKT24-2600 Tilt Trailer (6012) Surplus And Authorizing Sale At Public Auction.

Documents:

[TRAIL KING TRAILER SALE.PDF](#)

(5) Authorize The Mayor To Sign Agreement To Receive \$58,000 From The Association Of Washington Cities.

Documents:

[AWC GRANT 2023 AGREEMENT.PDF](#)

(6) Authorize The Mayor To Sign Amendment No. 2 To Agreement No. OTGP-2022-EverPW-00093 With The Washington State Department Of Ecology Extending The Expiration Date To June 30, 2024.

Documents:

[DOE-EVT SMELTER PLUME CLEANUP DRAINAGE-AMEND NO. 2.PDF](#)

(7) Authorize The Mayor To Sign Local Solid Waste Financial Assistance Grant Agreement With The Department Of Ecology To Implement Waste Reduction And Recycling Programs In An Amount Not To Exceed \$112,487.33.

Documents:

[DOE-LOCAL SOLID WASTE FINANCIAL ASST GRANT AGREEMENT.PDF](#)

(8) Adopt A Resolution Declaring A 2010 Volvo Vactor 2100 Vacuum Suction Truck (H0045) Surplus And Authorizing Sale At Public Auction.

Documents:

[H0045 VOLVO VACTOR.PDF](#)

(9) Adopt A Resolution Declaring A 2010 Volvo Vactor 2100 Vacuum Suction Truck (H0047) Surplus And Authorizing Sale At Public Auction.

Documents:

[H0047 VOLVO VACTOR.PDF](#)

(10) Authorize The Mayor To Sign An Interlocal Agreement With Snohomish County For \$75,000 In 2023 REET 2 Funding To Renovate The Basketball Court Into A Multi-Use Sport Court.

Documents:

[KIWANIS PARK SPORT COURT INTERLOCAL AGREEMENT.PDF](#)

(11) Authorize The Mayor To Sign The Software Services Agreement With Omega Solutions In Substantially The Form Provided In The Amount Of \$38,000.

Documents:

[OCOURT AGREEMENT.PDF](#)

(12) Authorize Call For Bids For The Completion Of The Port Gardner Storage Facility Site Demolition Project.

Documents:

[PORT GARDNER STORAGE FACILITY SITE DEMO-CALL FOR BIDS.PDF](#)

(13) Authorize The Mayor To Sign The Safe Streets For All (SS4A) Safety Action Plan Grant Agreement With The Puget Sound Regional Council.

Documents:

[PUGET SOUND REGIONAL COUNCIL-SAFE STREETS FOR ALL ACTION PLAN GRANT.PDF](#)

PROPOSED ACTION ITEMS:

(14) CB 2310-57 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Hannabrook Park Improvement Project", Fund 354, Program 85 As Established By Ordinance No. 3931-23. (3rd & Final Reading 11/29/23)

Documents:

[CB 2310-57.PDF](#)

(15) CB 2310-58 – 1st Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "T. A. Sullivan Caretaker House Demolition", Fund 354, Program 082, As Established By Ordinance No. 3932-23. (3rd & Final Reading 11/29/23)

Documents:

[CB 2310-58.PDF](#)

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.)

BRIEFING:

(16) CB 2310-59 – 1st Reading - Adopt Ordinance Amending The Development Agreement For The Everett Riverfront District Properties Related To The Landfill Site, Amending Section 1 Of Ordinance No. 3121 -09, As Previously Amended. (3rd & Final Reading 11/29/23)

Documents:

[CB 2310-59.PDF](#)
[RIVERFRONT MASTERPLAN AFR PRESENTATION.PDF](#)

BRIEFING & ACTION ITEMS:

(17) Authorize The Mayor To Sign The Professional Services Agreement With Shiels Oblatz Johnsen, Inc. In The Amount Of \$344,400 In Substantially The Form Provided.

Documents:

[SOJ PROJECT MANAGEMENT PSA.PDF](#)
[STADIUM SEPA.PDF](#)

(18) Award RFQ 2023-117 And Authorize The Mayor To Sign The Professional Services Agreement With Environmental Sciences Associates In The Amount Of \$807,421, In Substantially The Form Provided.

Documents:

[ENVIRONMENTAL SCIENCE ASSOCIATES SEPA PSA.PDF](#)

PUBLIC HEARINGS:

(19) CB 2310-55 – 1st Reading - Adopt An Ordinance Appropriating The Budget For The City Of Everett For The Year 2024 In The Amount Of \$746,730,743. (3rd & Final Reading 11/29/23)

Documents:

[CB 2310-55.PDF](#)
[BUDGET HEARING PP 11-08-23.PDF](#)

(20) CB 2310-52 – 3rd & Final Reading - Adopt An Ordinance Levying The EMS Property Taxes For The City Of Everett For Fiscal Year Commencing January 1, 2024, On All Taxable Property, Both Real And Personal, Subject To Taxation Thereon.

Documents:

[CB 2310-52.PDF](#)

(21) CB 2310-53 – 3rd & Final Reading - Adopt An Ordinance Levying The Regular Property For The City Of Everett For Fiscal Year Commencing January 1, 2024, On All Taxable Property, Both Real And Personal, Subject To Taxation Thereon.

Documents:

[CB 2310-53.PDF](#)

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

- o Call in to listen to the Council meetings: 425.616.3920, conference ID: 724 887 726#
- o Participate remotely via Zoom by registering to speak at everettwa.gov/speakerform. You must register no later than 30 minutes prior to the meeting. Or contact Angela Ely at 425.257.8703 or aely@everettwa.gov and identify the topic you wish to address.
- o Provide written public comments by email to Council@everettwa.gov or mail to 2930 Wetmore Avenue, Suite 9A, Everett, WA 98201. Emailing comments 24 hours prior to the meeting will ensure your comment is distributed to councilmembers and appropriate staff.
- o Persons seeking to comment on non-agenda items may be asked to submit the comments in writing if the comment does not address an issue of broad public interest.

AGENDAS, BROADCAST AND RECORDINGS

- o The Council agendas and meeting recordings can be found, in their entirety, at everettwa.gov/citycouncil.
- o The Council meetings are broadcast on government-access cable Comcast Channel 21

and Frontier Channel 29. They are rebroadcast on Monday and Tuesday at noon; Thursday at 2 p.m. and 7 p.m.; Friday and Sunday at 7 p.m.; Saturday at 10 a.m.

- o Watch live meetings and recordings at [YouTube.com/EverettCity](https://www.youtube.com/EverettCity).

CONTACT THE COUNCIL

If you do not wish to participate in the meeting, we provide these other methods of contacting your elected officials: Email the Council at Council@everettwa.gov.

- o Call the Council offices at 425.257.8703
- o You may call in just to listen to the meeting: 425.616.3920, conference ID 724 887 726#

The City of Everett does not discriminate on the basis of disability in the admission or access to, or treatment in, its programs or activities. Requests for assistance or accommodations can be arranged by contacting the Everett City Council Office at 425.257.8703. For additional information, please visit our website at <https://www.everettwa.gov/3129/American-Disabilities-Act-ADA-and-Title->.

Council President



RESOLUTION NO. _____

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

That the payroll of the employees of the City of Everett as of October 21, and checks issued October 27, 2023, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	11,932.38	5,888.16
003	Legal	86,365.27	24,361.31
004	Administration	72,839.99	10,180.68
005	Municipal Court	65,914.54	22,905.49
007	Personnel	60,893.88	19,397.69
010	Finance	92,234.23	30,433.97
015	Information Technology	117,766.98	38,012.26
018	Communications and Marketing	19,182.70	6,604.41
021	Planning & Community Dev	107,275.53	32,843.19
024	Public Works	195,177.28	65,273.29
026	Animal Shelter	57,092.09	21,274.26
030	Emergency Management	9,863.60	3,136.09
031	Police	1,141,643.11	279,778.54
032	Fire	853,814.25	160,023.65
038	Facilities/Maintenance	105,414.50	38,389.52
101	Parks & Recreation	146,893.49	55,906.86
110	Library	118,421.16	38,126.98
112	Community Theatre	6,778.35	2,147.39
120	Street	68,649.42	24,480.93
153	Emergency Medical Services	436,929.02	79,394.85
197	CHIP	11,245.92	3,359.50
198	Community Dev Block	7,940.31	2,578.53
401	Utilities	843,143.61	312,528.02
425	Transit	496,462.39	179,089.07
440	Golf	31,994.03	12,136.27
501	Equip Rental	82,614.42	30,430.40
		<u>\$5,248,482.45</u>	<u>\$1,498,681.31</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2023.

Council President

Project title: Award and Authorize the Purchase of Eleven Charging Systems for Electric Transit Buses from Gillig LLC Using the Washington State Department of Enterprise Services Contract #06719-01/EVT #2021-021

Council Bill # *interoffice use*

Agenda dates requested:

November 8, 2023

Briefing

Proposed action

Consent ☒ X

Action

Ordinance

Public hearing

Yes ☒ X No ☐

Budget amendment:

Yes ☒ X No ☐

PowerPoint presentation:

Yes ☒ X No ☐

Attachments:

Contract & Quotes

Department(s) involved:

Procurement & Transit

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

sh

Department head

Administration

Council President

Project: Purchase of Eleven Charging Systems for Electric Transit Buses

Partner/Supplier: Gillig LLC

Location:

Preceding action:

Fund: 425

Fiscal summary statement:

Everett Transit received two grants from the Washington State Department of Transportation to procure ten (10) ChargePoint charging systems and one (1) InductEV inductive charging system:

- Green Transportation Grant
- Consolidated Grant

The City will match 20% of the procurement through Transit Fund 425.

The costs are as follows:

- ChargePoint: \$153,420 x 10 = \$1,534,200
- InductEV: \$382,500.

The price of the charging systems is exempt from sales tax per WA RCW 82.04.4496 and RCW 82.12.020.

Project summary statement:

Everett Transit is ordering fully electric fixed-route transit buses with inductive charging and standard plug-in charging capability to replace existing diesel buses. The ChargePoint systems are compatible with the incoming transit buses. The City currently has ten (10) buses compatible with the InductEV systems.

The charging equipment will be purchased through Washington State Department of Enterprise Services contract #06719-01/EVT #2021-121, which allows for purchases from competitively awarded contracts instead of soliciting bids on our own.

To maintain grant compliance and meet the funding timelines, the ten (10) ChargePoint charging systems must be received and accepted no later than June 1, 2025. Therefore, placing the order as soon as possible is necessary to allow the City to meet the deadline.

Recommendation (exact action requested of Council):

Award and authorize the purchase of eleven charging systems for electric transit buses from Gillig LLC using the Washington State Department of Enterprise Services contract #06719-01/EVT #2021-021 for a total of \$1,916,700.



CHARGER EQUIPMENT

October 17, 2023

Vincent Bruscas
Project Coordinator
Everett Transit
3225 Cedar Street
Everett, Washington 98201

RE: Quote made for purchase from State of Washington Contract # 06719

Dear Vincent,

GILLIG is pleased to submit the following pricing for ChargePoint equipment and associated services for use with your GILLIG Battery Electric buses. This pricing has been assembled in coordination with ChargePoint and represents our proposed equipment options based on the scoping information you have provided to date.

Charging Equipment	Quantity	Unit Price	Total
<i>Hardware</i>			
ChargePoint Express Plus 200kW Charger • 200 Amp • FTA Buy-America Compliant	10	106,600	1,066,000
ChargePoint Express Plus Dual Dispenser (200 Amp) • [1] 4.5m Cable with CCS-1 Connector	10	19,400	194,000
<i>Warranty</i>			
ChargePoint Express Plus Assure Extended Warranty 2-Year	10	14,800	148,000
ChargePoint Dispenser Assure Extended Warranty 2-Year	10	3,100	31,000
<i>Software</i>			
ChargePoint Network Service Plan 2-Year	10	2,300	23,000
<i>Services & Other</i>			
ChargePoint Preliminary Design Support Service • Does not include Engineering Drawings	1	4,500	4,500
ChargePoint Project Management Service	1	10,900	10,900
ChargePoint Express Plus Commissioning Service	10	1,700	17,000
ChargePoint Express Plus Dispenser Commissioning Service	10	900	9,000
<i>Estimated Freight</i>		30,800	30,800
		Hardware	\$1,260,000
		Warranty	\$179,000
		Software	\$23,000
		Services & Other	\$41,400
		Freight	\$30,800
		GRAND TOTAL	\$1,534,200

The availability of charger equipment may be affected by production lead times, completion of independent safety certifications, and design development. GILLIG does not guarantee the availability of charger equipment.

GILLIG makes no warranty of any kind whatsoever, expressed, or implied; and all implied warranties of merchantability and fitness for a particular purpose which exceed the aforesaid obligation are hereby disclaimed by GILLIG and excluded from any agreement.

Payment to GILLIG is due upon shipment of the equipment described herein.

Quote is valid for 30 days unless extended by an authorized GILLIG representative.

Prepared By: Ryan Zulewski

451 Discovery Drive, Livermore, CA 94551 | www.gillig.com | 510.264.5000



CHARGER EQUIPMENT

October 17, 2023

Melinda Adams
Transportation Services Manager
3201 Smith Avenue
Everett, Washington 98201
United States

RE: Quote made for purchase from State of Washington Contract # 06719

GILLIG is pleased to submit the following pricing for charging equipment and associated services for use with your GILLIG Battery Electric Buses. This pricing has been assembled in coordination with the charger manufacturer and represents our proposed equipment options based on the scoping information you have provided to date.

Charging Equipment	Quantity	Unit Price	Total
<i>Hardware</i>			
InductEV 300kW Inductive Charging System	1	319,000	319,000
<i>Warranty</i>			
InductEV 300kW 2-Year Warranty	1	31,500	31,500
4-pad Inductive Receiver + Display 2-Year Warranty	1	7,000	7,000
<i>Services & Other</i>			
InductEV Project Support and Commissioning Services	1	25,000	25,000
<i>Estimated Freight</i>		TBD	TBD
		Hardware	\$319,000
		Warranty	\$38,500
		Software	\$0
		Services & Other	\$25,000
		Freight	TBD
		GRAND TOTAL	\$382,500

The availability of charging equipment may be affected by production lead times, completion of independent safety certifications, and design development. GILLIG does not guarantee the availability of charger manufacturer charging equipment.

GILLIG makes no warranty of any kind whatsoever, expressed, or implied; and all implied warranties of merchantability and fitness for a particular purpose which exceed the aforesaid obligation are hereby disclaimed by GILLIG and excluded from any agreement.

Payment to GILLIG is due upon shipment of the equipment described herein.

Quote is valid for 30 days unless extended by an authorized GILLIG representative.

Project title: Adopt a Resolution Declaring a 1986 Trail King TKT24-2600 Tilt Trailer (6012) Surplus and Authorizing Sale at Public Auction

Council Bill #**Agenda dates requested:**

November 8, 2023

Briefing

Proposed action

Consent ☒ X

Action

Ordinance

Public hearing

Yes ☒ X No**Budget amendment:**Yes ☒ X No**PowerPoint presentation:**Yes ☒ X No**Attachments:**

Resolution

Department(s) involved:Procurement & Motor
Vehicles**Contact person:**

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:*sh*

Department head

Administration

Council President

Project: Resolution declaring a 1986 Trail King TKT24-2600 Tilt Trailer (6012) Surplus**Partner/Supplier :****Location:****Preceding action:****Fund:** 401 Utilities**Fiscal summary statement**

Funds received from this surplus sale will be returned to Fund 401 Utilities.

Project summary statement:

The Public Works Department, Utilities Division owns a 1986 Trail King TKT24-2600 Tilt Trailer (6012), which is scheduled to be replaced based on age per the replacement schedule. The department has purchased a Trail King TK50RB rollback trailer (T0107) to replace 6012.

The estimated surplus value is \$10,000.

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 1986 Trail King TKT24-2600 Tilt Trailer (6012) surplus and authorizing sale at public auction.



RESOLUTION NO. _____

A RESOLUTION declaring a 1986 Trail King TKT24-2600 Tilt Trailer (6012) surplus and authorizing for sale at public auction.

WHEREAS,

1. The City has a 1986 Trail King TKT24-2600 Tilt Trailer (6012); and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property; and
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests and
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND EVERETT CITY COUNCIL THAT:

1. The City has a 1986 Trail King TKT24-2600 Tilt Trailer (6012).
2. The disposition of this equipment at a public auction is hereby authorized.

Councilmember introducing Resolution

Passed and approved this _____ day of _____, 2023.

Council President

Project title: AWC Alternative Response Team Grant

Council Bill # *interoffice use*

Agenda dates requested:

11/8/2023

Briefing

Proposed action

Consent ☒

Action

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

☒ Yes ☐ No

PowerPoint presentation:

Yes ☒ No

Attachments:

AWC ART Contract

Department(s) involved:

Community Development

Contact person:

Kembra Landry

Phone number:

425-257-7155

Email:

Klandry@everettwa.gov

Initialed by:

JW

Department head

Administration

Council President

Project: Alternative Response Team Grant

Partner/Supplier: N/A

Location: N/A

Preceding action: N/A

Fund: CPED, Community Development Division 021 5020800110

Fiscal summary statement:

This is a \$58,000 grant from the Association of Washington Cities that will be used to support the Community Development Community Support Manager in the possible development of a future Alternative Response Program.

Fund is 021 5020800110; Budget Amendment to be for receipt of revenue and offset current expenditures within 2023 and 2024 fiscal years.

Project summary statement:

The Association of Washington Cities (AWC) has awarded the City of Everett \$58,000 to help support the development of a future Alternative Response Team (ART). The receipt of these funds will help to offset the expenditures of salary and benefits for the Community Support Manager, who will current oversees the Community Support Team that consists of our embedded social workers, outreach specialist and case managers who provide behavioral health support to Everett residents. This grant will aid in the preparation of a possible future Alternative Response program.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign agreement to receive \$58,000 from the Association of Washington Cities.

**Association of Washington Cities
Grant (“Grant”) with**

The City of Everett
through

The Alternative Response Team Grant.
A program funded under Senate Bill 5187, Section 215-69a

For

Jurisdiction Name	City of Everett
Program Description	Alternative Response Co-Responder Program

Start date: July 1, 2023

End date: June 30, 2024

FACE SHEET

Grant Number: ART23-03

Association of Washington Cities (AWC)

Alternative Response Team Grant (ARTG)

Senate Bill 5187, Section 215-69a went into effect on July 1, 2023. The purpose of this grant is to assist cities with the documented costs to create co-responder programs within different alternative diversion models including law enforcement assisted diversion programs, community assistance referral and education programs, and as part of mobile crisis teams. AWC has determined that entering into a Contract with the City of Everett will meet the goals of these funds.

1. Grantee		2. Grantee Doing Business As (optional)	
3. Grantee Representative		4. AWC Representative Jacob Ewing Special Projects Coordinator (360) 753-4137 jacobe@awcnet.org 1076 Franklin Street SE Olympia, WA 98501	
5. Grant Amount \$58,000	6. Start Date July 1, 2023	7. End Date June 30, 2024	8. Tax ID #
9. Grant Purpose Establish an alternative response team program as described in Attachment A.			
AWC 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: Grantee General Terms and Conditions including Attachment "A" – Scope of Work; Attachment "B" – Budget & Budget Narrative; Attachment "C" – Grantee Data Collection; Attachment (D) – Grantee Agent(s).			
FOR GRANTEE City of Everett _____ Cassie Franklin, Mayor Date: Approved as to Form: _____ Tim Benedict, Deputy City Attorney Attest: _____ Marista Jorve, City Clerk		FOR Association of Washington Cities _____ Deanna Dawson, CEO Date:	

Alternative Response Team Grant Grantee Funding Agreement

1. **GRANT MANAGEMENT**

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

The Representative for AWC 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. **TERM**

The initial term of the Contract shall be July 1, 2023, and continue through June 30, 2024, unless terminated sooner as provided herein. The term of the contract may be extended by an amendment signed by both parties.

3. **PAYMENT**

AWC shall pay an amount not to exceed \$58,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the ARTG Application and described in Attachment A. Grantee's compensation for services rendered shall be based on the completion of duties as outlined in the ARTG application, in Attachment A, in accordance with the following sections.

4. **BILLING PROCEDURES AND PAYMENT**

AWC will reimburse Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AWC not more often than monthly. Grantee will use the invoice form provided by AWC to request reimbursement.

The invoices shall describe and document, to AWC's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the **Grant Number ART23-03**. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

If errors are found in the submitted invoice or supporting documents, AWC will notify the Grantee to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify AWC.

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

AWC 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 Grant shall be made by AWC.

Duplication of Billed Costs

The Grantee shall not bill AWC for services performed under this Grant, and AWC 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. This does not include fees charged for summer recreation programs.

Disallowed Costs

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

Final Reimbursement and Reporting Deadline

When the project is completed the Grantee must submit a final report and supporting documents needed to close out the project no later than July 31, 2024.

AWC shall withhold 10 percent (10%) from each payment until acceptance by AWC of the final reporting from the Grantee has been submitted and verified.

Alternative Response Team Grant Grantee Funding Agreement

Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to AWC within thirty (30) calendar days after the Contract expiration date. AWC is under no obligation to pay any claims that are submitted thirty-one (31) or more calendar days after the Contract expiration date ("Belated Claims"). AWC will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

5. **GRANTEE DATA COLLECTION/REPORTING REQUIREMENTS**

Grantee will submit reports, in a form and format to be provided by AWC (See Attachment C). Data must be provided to AWC along with final billing.

6. **AGENT(S)**

Agent(s) in this contract refers to any third-party entity and its employees that the Grantee has subcontracted with to provide services funded through this agreement. The Grantee is responsible for ensuring that any agent complies with the provision herein.

Any of the Grantee's agent(s) that will provide services under this contract must be listed in Attachment D – Grantee Agent(s) and must provide proof of insurance per Section 6 of this document.

7. **INSURANCE**

a. **Workers' Compensation Coverage.** The Grantee shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Grantee's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the Grantee, and for all employees of any subcontract retained by the Grantee, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Grant. Satisfaction of these requirements shall include, but shall not be limited to:

- i. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- ii. Purchase workers' compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- iii. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease.

Except to the extent prohibited by law, the program of the Grantee's compliance with workers' compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against AWC, its directors, officers, and employees.

If the Grantee, or any agent retained by the Grantee, fails to effect and maintain a program of compliance with applicable workers' compensation and occupational disease laws, statutes, and regulations and AWC incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Grantee will indemnify AWC for such fines, payment of benefits to Grantee or Grantee employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed AWC by the Grantee pursuant to the indemnity may be deducted from any payments owed by AWC to the Grantee for the performance of this Grant.

Alternative Response Team Grant Grantee Funding Agreement

- b. Automobile Insurance.** In the event that services delivered pursuant to this Grant involve the use of vehicles, owned or operated by the Grantee, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

- c. Business Automobile Insurance.** In the event that services performed under this Grant involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Grantee-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 “owned autos only” must be secured. If the Grantee’s employees’ vehicles are used, the Grantee must also include under the Business Automobile policy Code 9, coverage for “non-owned autos.” The minimum limits for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

- d. Public Liability Insurance (General Liability).** The Grantee shall at all times during the term of this Grant, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Grant. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Grantee or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by AWC, with the approval of the Grantee (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000

- e. Local Governments that Participate in a Self-Insurance Program.**

Alternatively, Grantees may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Grant insurance requirements or as is customary to the contractor or Grantee’s business, operations/industry, and the performance of its respective obligations under this Grant.

- f. Additional Insured.** The Association of Washington Cities, shall be specifically named as an additional insured on all policies, including Public Liability and Business Automobile, except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance.

AWC may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Grantee provides: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor’s reporting requirements and all related federal and state regulations. Grantees participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. AWC, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Alternative Response Team Grant Grantee Funding Agreement

- g. Proof of Insurance.** Certificates and or evidence satisfactory to the AWC confirming the existence, terms and conditions of all insurance required above shall be delivered to AWC within five (5) days of the Grantee's receipt of Authorization to Proceed.
- h. General Insurance Requirements.** Grantee shall, at all times during the term of the Grant and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Grant at AWC's option. By requiring insurance herein, AWC does not represent that coverage and limits will be adequate to protect Grantee and such coverage and limits shall not limit Grantee's liability under the indemnities and reimbursements granted to AWC in this Grant.

Grantee shall include all agents of the Grantee as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each agent. Agent(s) must comply fully with all insurance requirements stated herein. Failure of agent(s) to comply with insurance requirements does not limit Grantee's liability or responsibility.

7. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Grant and Grantee General Terms and Conditions
- Attachment A – ARTG Application & Scope of Work
- Attachment B – Budget & Budget Narrative
- Attachment C – Grantee Reporting Requirements
- Attachment D – Grantee Agent(s)

GRANTEE GENERAL TERMS AND CONDITIONS

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Grantee shall provide access to data generated under this Grant to AWC, and to the extent necessary to comply with RCW 39.26, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and methodology for those models.
2. **Alterations and Amendments.** This Grant may be amended only by mutual agreement of the parties in writing. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** In relation to this Grant, 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.
4. **Assignment.** Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of AWC.
5. **Assurances.** AWC and the Grantee agree that all activity pursuant to this Grant will be in accordance with all applicable current federal, state and local laws, rules and regulations.
6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Budget Revisions.** Any monetary amount budgeted by the terms of this Grant for various activities and line item objects of expenditure, as outlined in Attachment B – Budget & Budget Narrative, may be revised without prior written approval of AWC, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of AWC. Grantee will use the funding change request form provided by AWC to request these budget revisions.
8. **Certification Regarding Wage Violations.** The Grantee certifies that within three (3) years prior to the date of execution of this Grant, Grantee has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

The Grantee further certifies that it will remain in compliance with these requirements during the term of this Grant. Grantee will immediately notify AWC of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Grant.
9. **Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Grantee, Grantee agrees to notify AWC of the change. Grantee shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
10. **Copyright Provisions.** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the AWC. AWC shall be considered the author of such Materials. If Materials are not considered "works for hire", Grantee hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to AWC effective from the moment of creation of such Materials.

Alternative Response Team Grant Grantee Funding Agreement

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. Copyright ownership includes the right to patent, register and the ability to transfer these rights.

Grantee understands that, except where otherwise agreed to in writing or approved by the AWC or designee, all original works of authorship produced under this Contract shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials the Grantee has adapted from others' existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Grantee will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Grantee would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial-ShareAlike](#) license, version 4.0 or later, is acceptable for these specific sections.

The Grantee warrants and represents that Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

The Grantee shall exert all reasonable effort to advise the AWC, at the time of delivery of data furnished under this Contract, 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 Contract. AWC shall receive prompt written notice of each notice or claim of infringement received by the Grantee with respect to any data delivered under this Contract. AWC shall have the right to modify or remove any restrictive markings placed upon the data by the Grantee.

- 11. Covenant Against Contingent Fees.** The Grantee warrants that no person or selling agent has been employed or retained to solicit or secure this Grant upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Grantee for the purpose of securing business. AWC shall have the right, in the event of breach of this clause by the Grantee, to annul this Grant 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 fees.
- 12. Disputes.** In the event that a dispute arises under this Grant, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options.
- 13. Duplicate Payment.** AWC shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.
- 14. Entire Agreement.** 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.
- 15. Ethical Conduct.** Neither the Grantee nor any employee or agent of the Grantee shall participate in the performance of any duty or service in whole or part under this Grant in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.
- 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 Superior Court for Thurston County.

Alternative Response Team Grant Grantee Funding Agreement

17. Indemnification. To the fullest extent permitted by law, Grantee shall indemnify, defend and hold harmless AWC and all officials, agents, and employees of AWC, from and against all claims for injuries or death arising out of or resulting from the performance of this Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Grantee's obligation to indemnify, defend and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless AWC for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Grantee's or its agent's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, or hold harmless AWC shall not be eliminated or reduced by any actual or alleged concurrent negligence by AWC, or their agents, employees, or officials.

Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless AWC, and their agents, employees, or officials.

18. Independent Capacity of the Grantee. The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and his/her employees or agents performing under this Grant are not employees or agents of AWC. The Grantee will not hold itself out as nor claim to be an officer or employee of AWC, nor will the Grantee make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Grantee.

19. Licensing and Accreditation Standards. The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Grant.

20. Limitation of Authority. Only AWC or AWC's delegate by writing (delegation 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. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Grant is not effective or binding unless made in writing and signed by AWC.

21. Non-Discrimination. The Grantee shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to AWC. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Grantee and its agents under this Grant. The Grantee shall notify AWC immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Grantee's noncompliance or refusal to comply with this nondiscrimination provision, this Grant may be rescinded, cancelled or terminated in whole or part, and the Grantee may be declared ineligible for further contracts with AWC.

22. Overpayments. Grantee shall refund to AWC the full amount of any overpayment under this Grant within thirty (30) calendar days of written notice. If Grantee fails to make a prompt refund, AWC may charge Grantee one percent (1%) per month on the amount due until paid in full.

Alternative Response Team Grant Grantee Funding Agreement

- 23. Public Disclosure.** Grantee acknowledges that AWC is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and AWC acknowledges that the Grantee is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Grant shall be a public record as defined in RCW 42.56. Any specific information that is claimed by either party to be confidential or proprietary must be clearly identified as such by that party. To the extent consistent with chapter 42.56 RCW, each party shall attempt reasonably to maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view such information, the party receiving the public records request will notify the other party of the request and the date that such records will be released to the requester unless the other party obtains a court order enjoining that disclosure. If such party fails to obtain the court order enjoining disclosure, the party receiving the records request will release the requested information on the date specified.
- 24. Publicity.** The Grantee agrees to submit to AWC all advertising and publicity matters relating to this Grant which in the AWC's judgment, AWC's name can be implied or is specifically mentioned. The Grantee agrees not to publish or use such advertising and publicity matters without the prior written consent of AWC.
- 25. Registration with Department of Revenue.** The Grantee shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Grant.
- 26. 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. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by the AWC, personnel duly authorized by AWC, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.
- 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 resolved.
- 27. Right of Inspection.** The Grantee shall provide right of access to its facilities utilized under this Grant to AWC or any of its officers responsible for executing the terms of this Grant at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant on behalf of AWC. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Grantee's business or work hereunder.
- 28. Severability.** The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.
- 29. Subcontracting.** Neither the Grantee nor any agent of the Grantee shall enter into subcontracts for any of the work contemplated under this Grant without obtaining prior written approval of AWC. Grantee is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Grant are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Grantee to the AWC for any breach in the performance of the Grantee's duties. This clause does not include contracts of employment between the Grantee and personnel assigned to work under this Grant.

If, at any time during the progress of the work, AWC determines in its sole judgment that any agent of the Grantee is incompetent, AWC shall notify the Grantee, and the Grantee shall take immediate steps to terminate the agent's involvement in the work. The rejection or approval by AWC of any agent or the termination of an agent shall not relieve the Grantee of any of its responsibilities under the Grant, nor be the basis for additional charges to AWC.

Alternative Response Team Grant Grantee Funding Agreement

30. Taxes. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

31. Technology Security Requirements. The security requirements in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, which by this reference are incorporated into this agreement.

The Grantee acknowledges it is required to comply with WaTech Office of Chief Information Officer (OCIO) IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all AWC assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between AWC and the Grantee. Any related costs to performing these activities shall be at the expense of the Grantee. Any such activities and resulting checklist and/or other products must be shared with AWC.

32. Termination for Convenience. Except as otherwise provided in this Grant, AWC may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Grant in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Grantee as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Grantee. If this Grant is so terminated, AWC shall be liable only for payment required under the terms of the Grant for services rendered or goods delivered prior to the effective date of termination.

33. Termination for Default. In the event AWC determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, AWC has the right to suspend or terminate this Grant. AWC shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Grant may be terminated. AWC reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by AWC to terminate the Contract. In the event of termination, 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 or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AWC provided in this Grant are not exclusive and are in addition to any other rights and remedies provided by law.

34. Termination Due to Funding Limitations or Contract Renegotiation, Suspension. 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 of this Grant, with the notice specified below and without liability for damages:

- a. At AWC's discretion, AWC may give written notice of intent to renegotiate the Grant under the revised funding conditions.
- b. At AWC's discretion, AWC may give written notice to Grantee to suspend performance when AWC determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Grantee's performance to be resumed.

Alternative Response Team Grant Grantee Funding Agreement

- (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
- (2) When AWC determines that the funding insufficiency is resolved, it will give the Grantee written notice to resume performance, and Grantee shall resume performance.
- (3) Upon the receipt of notice under b. (2), if Grantee is unable to resume performance of this Grant or if the Grantee's proposed resumption date is not acceptable to AWC and an acceptable date cannot be negotiated, AWC may terminate the Grant by giving written notice to the Grantee. The parties agree that the Grant will be terminated retroactive to the date of the notice of suspension. AWC shall be liable only for payment in accordance with the terms of this Grant for services rendered prior to the retroactive date of termination.

c. AWC may immediately terminate this Grant by providing written notice to the Grantee. The termination shall be effective on the date specified in the termination notice. AWC shall be liable only for payment in accordance with the terms of this Grant for services rendered prior to the effective date of termination. No penalty shall accrue to AWC in the event the termination option in this section is exercised.

d. For purposes of this section, "written notice" may include email.

35. Termination Procedure. Upon termination of this Grant the AWC, in addition to other rights provided in this Grant, may require the Grantee to deliver to AWC any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AWC shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by AWC and the amount agreed upon by the Grantee and AWC for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by AWC, and (d) the protection and preservation of the property, unless the termination is for default, in which case AWC shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Grant. The AWC may withhold from any amounts due to the Grantee such sum as AWC determines to be necessary to protect AWC against potential loss or liability.

The rights and remedies of AWC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Grant.

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

- a. Stop work under this Grant on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- c. Assign to AWC, in the manner, at the times, and to the extent directed by the AWC, all rights, title, and interest of the Grantee under the orders and subcontracts in which case AWC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of AWC to the extent the AWC may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to AWC and deliver, in the manner, at the times and to the extent as directed by AWC, any property which, if the Grant had been completed, would have been required to be furnished to AWC;
- f. Complete performance of such part of the work not terminated by AWC; and

Alternative Response Team Grant Grantee Funding Agreement

- g. Take such action as may be necessary, or as AWC may direct, for the protection and preservation of the property related to this Grant which, in is in the possession of the Grantee and in which AWC has or may acquire an interest.

36. Waiver. A failure by either part to exercise its rights under this Grant shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. 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 personnel authorized to bind each of the parties.

ARTG Application & Scope of Work

PURPOSE

The purpose of this grant is to assist cities with the documented costs to create co-responder programs within different alternative diversion models including law enforcement assisted diversion programs, community assistance referral and education programs, and as part of mobile crisis teams.

CONTRACTOR RESPONSIBILITIES

GRANTEE is required to implement the Alternative Response Team Grant (ARTG) Program as described in their application for funding, with no unapproved substantive derivations. Requests for changes to this scope of work, or services laid out in the applicant's application can be made to Jacob Ewing, Special Projects Coordinator at jacobe@wacities.org.

This program shall include the following elements as central features of their program:

- Grant recipients must establish a co-responder team using an alternative diversion model including law enforcement assisted diversion program, community assistance referral and education program, or a mobile crisis team.

In the event that there is a change in the contract or program management staff paid for by this grant, it is expected that GRANTEE will notify AWC of the change to include the name and contact information for the new staff member.

If GRANTEE fails to perform to the standards set forth above, AWC remains able to remedy noncompliance as outlined in the grant document, including provisions for suspension, termination and/or recapture of funds already paid to the grantee.

SCOPE & GOALS OF ARTG PROGRAM

The City of Everett established a co-response team that provides services for the city's fire department and library department. The team is used to provide services to individuals who are experiencing a mental health crisis that does not require a medical or law enforcement response.

The goals of the program include:

- Provide a more immediate response to individuals experiencing a mental health challenge.
- Reduce stress on current emergency response teams.
- Improve collaboration and coordination between city teams and partners to effectively provide services to those in need.

ARTG Budget & Narrative

GRANT FUNDED PROGRAM BUDGET

Category	Cost
Staffing	\$58,000
Supplies & Equipment	\$0
Transportation	\$0
Professional Services	\$0
Contracted Services	\$0
Other	\$0
TOTAL	\$58,000

PROGRAM BUDGET NARRATIVE

Staffing: Grant funds will be used to provide staffing for the city's co-response team that primarily assists the city fire department and library department. The Everett co-response team is used by the city to provide an appropriate response to individuals experiencing a mental health issue that doesn't require a medical response.

Grantee Reporting Requirements

FINAL REPORT

A final program report is due to AWC by July 31, 2024. The final report must contain the following information:

- Describe program participants including:
 - Number of individuals served
 - Gender (Male, Female, Nonbinary, etc.) of individuals served
 - Age of individuals served
 - Veteran status of individuals served
 - Substance abuse or mental health issues of individuals served
 - Reason for contact
 - Outcome of contact (No outcome, referral to services, involuntary transport, etc.)
 - Long-term outcome of individual receiving services (No outcome, permanent housing, shelter, etc.)
- Describe the type of program funded and the geographic area served.
- Explain how the program targeted vulnerable individuals.
- Explain how the program created greater access for vulnerable individuals to available programs and services.
- Discuss program successes and challenges.

MONTHLY REPORT

Additionally, Grantees will submit monthly status reports to AWC. Monthly reports will be due the five business days following the end of the previous month. The monthly reports will address the following questions:

- Briefly describe the work accomplished over the past month?
- What successes has your program seen this past month?
- What challenges has your program seen this past month?
- Do you have any challenges or issues you need to discuss with AWC?

Grantee Agent(s)

List any Agent(s) that will provide program services in a program funded through the ARTG Program.

Name of Agent	Address

Project title: Authorize Time Extension to Grant Agreement for Everett Smelter Plume Cleanup Site Drainage Project

Council Bill #

Agenda dates requested:

November 8, 2023

Briefing

Proposed action

Consent ☒

Action

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Amendment No. 2 to
Agreement OTGP-2022-
EverPW-00093

Department(s) involved:

Public Works

Contact person:

Shaun Bridge

Phone number:

425-257-8823

Email:

sbridge@everettwa.gov

Initialed by:

RS

Department head

Administration

Council President

Consideration: Time Extension to Grant Agreement

Project: Everett Smelter Plume (ESP) Cleanup Site Drainage Project

Partner/Supplier: Washington State Department of Ecology

Location: City of Everett

Preceding action: Amendment No. 1 for time extension and budget

Fund: 336 – Water & Sewer System Improvements Fund

Fiscal summary statement:

The amount funded by Agreement No. OTGP-2022-EverPW-00093 for implementation of tasks required to complete the ESP Cleanup Site Drainage Project is \$1,420,000, which is funded at 100% by the Washington State Department of Ecology. Amendment No. 2 is a time extension only and does not alter the amount previously authorized.

Project summary statement:

The ESP Cleanup site is a Washington State Department of Ecology (Ecology) cleanup site, regulated under the Model Toxics Control Act. Ecology has cleaned up the most highly contaminated areas of the site. This one-time grant funding from Ecology will reimburse the City for improvements to City-owned infrastructure, intended to contribute to cleanup of the site. Drainage pipes in the Riverside area will be lined using cured-in-place pipe to prevent contaminated groundwater from entering the City's drainage system and gaining direct access to the Snohomish River. Fencing will be improved to prevent unauthorized access to a separate contaminated area.

The City has already completed the fencing and a portion of the drainage pipe lining. Due to a delay in construction materials for the final phase, a 6-month time extension to complete the project is requested.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 2 to Agreement No. OTGP-2022-EverPW-00093 with the Washington State Department of Ecology extending the expiration date to June 30, 2024.



AMENDMENT NO. 2
TO AGREEMENT NO. OTGP-2022-EverPW-00093
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
City of Everett

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Everett (RECIPIENT) for the Everett Smelter Plume (ESP) Cleanup Site Drainage Project (PROJECT).

Due to delays in receipt of construction materials, RECIPIENT is requesting an extension to the period of performance to June 30, 2024 to complete the project.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Expiration Date:

Original: 12/31/2023 Amended: 06/30/2024

CHANGES TO THE BUDGET

Funding Distribution EG220513

Funding Title: Model Toxics Control Capital Account

Funding Type: Grant

Funding Effective Date: 01/01/2022

Funding Expiration Date: 06/30/2024

Funding Source:

Title: Model Toxics Control Capital Account (MTCCA) TCP

Fund: FD

Type: State

Funding Source %: 28.5%

Description: The Model Toxics Control Act (MTCA), Chapter 70.105D RCW. MTCA directs 25% of the tax revenue into the Model Toxics Control Capital Account (MTCCA) and in some cases capital bond funds are provided to increase available grant funding.

Title: State Building Construction Account

Fund: FD
Type: State
Funding Source %: 71.5%
Description: State Building Construction Account

Approved Indirect Costs Rate: Approved State Indirect: 45.22%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Model Toxics Control Capital Account	Task Total
Design Plans/Specifications, Enviro Review - J005	\$ 45,000.00
Construction Management – J006	\$ 40,000.00
Construction – J006	\$ 1,335,000.00

Total: \$ 1,420,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Model Toxics Control Capital Account	0 %	\$ 0.00	\$ 1,420,000.00	\$ 1,420,000.00
Total		\$ 0.00	\$ 1,420,000.00	\$ 1,420,000.00

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 10/19/2023.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Everett

By: _____

Barry Rogowski
Toxics Cleanup
Program Manager

Date

By: _____

Shaun M Bridge
Contact

Date

APPROVED AS TO FORM: OFFICE OF THE CITY
ATTORNEY

Tim Benedict, Deputy

Date

CITY OF EVERETT

By: Cassie Franklin, Mayor

Date

ATTEST: OFFICE OF THE CITY CLERK

Ashleigh Scott, Deputy

Date

Template Approved to Form by
Attorney General's Office

Project title: Approval of a Department of Ecology Solid Waste Financial Assistance Grant

Council Bill #

Project: Waste reduction and recycling programs

Partner/Supplier: Department of Ecology

Location: Citywide

Preceding action: Approval of previous Local Solid Waste Financial Agreements

Fund: 402 – Solid Waste

Agenda dates requested:

November 8, 2023

Briefing

Proposed action

Consent ☒ X

Action

Ordinance

Public hearing

Yes ☒ x No

Budget amendment:

Yes ☒ x No

PowerPoint presentation:

Yes ☒ x No

Attachments:

23-25 LSWFA Agreement

Department(s) involved:

Public Works

Contact person:

Kathleen Baxter

Phone number:

425-257-8875

Email:

kbaxter@everettwa.gov

Fiscal summary statement:

The total grant agreement is for \$112,487.33. Ecology will provide 75 percent, or \$84,365.50; the City will provide 25%, or \$28,121.83. These funds will be used to offset labor and other program costs.

Project summary statement:

The Department of Ecology Local Solid Waste Financial Assistance Grant (Agreement No. SWMLSWFA-2023-EverPW-00189) is a two-year matching grant for the period from July 1, 2023, through June 30, 2025. With this funding, Public Works staff will continue to support waste reduction and recycling efforts by providing education and information to the public, coordinating two recycling collection events, assisting multifamily properties and schools with recycling efforts, increasing public access to recycling opportunities in public spaces and at special events and collaborating with local haulers to improve recycling services. These activities are expected to result in 178 tons of materials collected for recycling during the grant period.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Local Solid Waste Financial Assistance grant agreement with the Department of Ecology to implement waste reduction and recycling programs in an amount not to exceed \$112,487.33.

Initialed by:

RS

Department head

Administration

Council President



Agreement No. SWMLSWFA-2023-EverPW-00189

SOLID WASTE MANAGEMENT LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF EVERETT PUBLIC WORKS

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and CITY OF EVERETT PUBLIC WORKS, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	P&I City of Everett PW
Total Cost:	\$112,487.33
Total Eligible Cost:	\$112,487.33
Ecology Share:	\$84,365.50
Recipient Share:	\$28,121.83
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	Planning & Implementation

Project Short Description:

The City of Everett Public Works will spend \$112,487.33 to collect and recycle 178 tons of material and reduce contamination.

Project Long Description:

See the Scope of Work section for more detailed information related to individual Tasks.

Overall Goal:

Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.

Agreement No: SWMLSWFA-2023-EverPW-00189
Project Title: P&I City of Everett PW
Recipient Name: CITY OF EVERETT PUBLIC WORKS

RECIPIENT INFORMATION

Organization Name: CITY OF EVERETT PUBLIC WORKS

Federal Tax ID: 91-6001248
UEI Number: LVPSLN4A2LF6

Mailing Address: 3200 Cedar St.
Everett, Washington 98201

Physical Address: 3200 Cedar St.
Everett, Washington 98201

Organization Email: sbridge@everettwa.gov
Organization Fax: (425) 257-8945

Contacts

Agreement No: SWMLSWFA-2023-EverPW-00189
Project Title: P&I City of Everett PW
Recipient Name: CITY OF EVERETT PUBLIC WORKS

Project Manager	<p>Kelly Frazee Public Information & Education Specialist</p> <p>3200 Cedar St. Everett, Washington 98201 Email: kfrazee@everettwa.gov Phone: (425) 257-7205</p>
Billing Contact	<p>Jamielee Graves Sr Financial Analyst</p> <p>3200 Cedar St. Everett, Washington 98201 Email: jgraves@everettwa.gov Phone: (425) 257-8922</p>
Authorized Signatory	<p>Shaun M Bridge Contact</p> <p>3200 Cedar St. Everett, Washington 98201 Email: sbridge@everettwa.gov Phone: (425) 257-8823</p>

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Solid Waste Management
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Solid Waste Management
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Jill Krumlauf PO Box 47775 Olympia, Washington 98504-7775 Email: jkru461@ecy.wa.gov Phone: (360) 790-5771
Financial Manager	Jill Krumlauf PO Box 47775 Olympia, Washington 98504-7775 Email: jkru461@ecy.wa.gov Phone: (360) 790-5771

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State Department of Ecology	CITY OF EVERETT PUBLIC WORKS
By: _____	By: _____
Peter Lyon Solid Waste Management Acting Program Manager	Shaun M Bridge Contact
Date	Date
Template Approved to Form by Attorney General's Office	

Cassie Franklin

Mayor

Date

Marista Jorve

City Clerk

Date

David Hall

City Attorney

Date

Agreement No: SWMLSWFA-2023-EverPW-00189
Project Title: P&I City of Everett PW
Recipient Name: CITY OF EVERETT PUBLIC WORKS

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$112,487.33

Task Title: Residential Recycling/Waste Prevention

Task Description:

Activity: Public Areas Recycling

RECIPIENT will:

- Collaborate with the Downtown Everett Association (DEA) to determine the existing level of contamination and type/source of contaminated materials in public recycling
- Provide technical assistance and replacement materials and supplies for recycling containers pre-approved by ECOLOGY
- Implement best practices to monitor and reduce levels of contamination in recycling containers

Activity: Recycling Collection Events

RECIPIENT will:

- Host one (1) multicategory recycling collection event per calendar year beginning in 2024, and one or more mini-collection event, pending funding
- Develop and distribute promotional materials
- Highlight extended producer responsibility programs and the resources provided through 1800recycle.wa.gov
- See first Special Term and Condition in this agreement related to recycling/collection events

Activity: Public Event Recycling

RECIPIENT will:

- Promote and expand its ClearStream container check-out program
- Target special event coordinators, develop promotional materials, provide technical assistance on how to use the containers, and measure the material deposited in the containers through the check-in process
- Collaborate with WSU Snohomish County Extension's Sustainability Stewards and/or similar programs for contamination reduction strategies

Activity: Schools and Businesses Recycling

RECIPIENT will:

- Work with interested schools and businesses to identify existing barriers
- Provide technical support and limited supplies
- Collaborate with service providers to understand and troubleshoot issues related to recycling contamination
- Create and distribute outreach materials as needed, to include multi-lingual pieces where appropriate

This task includes development and distribution of promotional materials in a variety of formats to encourage program participation. In accordance with provisions 3 and 19 of the General Terms and Conditions of this agreement, RECIPIENT is encouraged to work with their ECOLOGY grant manager when developing promotional materials, and must provide a draft copy for review and approval ten (10) business days prior to production and distribution of materials.

Costs Eligible for Reimbursement

- Staff salaries and benefits, and indirect costs up to 30%

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Project Title: P&I City of Everett PW
Recipient Name: CITY OF EVERETT PUBLIC WORKS

- Contractor costs (reimbursement for costs incurred by contractors to perform work identified in this task are subject to the same eligibility and reimbursement requirements as the RECIPIENT and require ECOLOGY approval.)
- Reimbursement for monthly service of recycle containers when the container is provided for the public
- Costs to develop, print, purchase, and distribute promotional and educational materials
- Costs not listed here but approved in writing by ECOLOGY

Costs Ineligible for Reimbursement

- Overtime unless the individual spent 100 percent of their time on LSWFA activities in the core 40-hour work week
- Costs at collection events that are covered by product stewardship organizations
- Staff participation in trainings, workshops and or conferences not pre-approved in writing by ECOLOGY
- Costs of membership in civic, business, technical and or professional organizations not pre-approved in writing by ECOLOGY

Task Goal Statement:

The goal of this task is to increase the amount of material collected for recycling and diverted from disposal by providing options for residents, schools and businesses to recycle.

Task Expected Outcome:

With the task budget, RECIPIENT estimates,

178 tons of solid waste collected - recycling

RECIPIENT will report the weight of solid waste collected for recycling based on conversion factors from 'Measurement Standards for Solid Waste and Recovered Materials' by ECOLOGY.

Recipient Task Coordinator: Kelly Frazee

Residential Recycling/Waste Prevention

Deliverables

Number	Description	Due Date
1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

BUDGET

Funding Distribution EG240088

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: P&I City of Everett PW

Funding Effective Date: 07/01/2023

Funding Type: Grant

Funding Expiration Date: 06/30/2025

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD

Type: State

Funding Source %: 100%

Description: Local Solid Waste Financial Assistance

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 25%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

P&I City of Everett PW	Task Total
Residential Recycling/Waste Prevention	\$ 112,487.33

Total: \$ 112,487.33

Agreement No: SWMLSWFA-2023-EverPW-00189
Project Title: P&I City of Everett PW
Recipient Name: CITY OF EVERETT PUBLIC WORKS

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
P&I City of Everett PW	25.00 %	\$ 28,121.83	\$ 84,365.50	\$ 112,487.33
Total		\$ 28,121.83	\$ 84,365.50	\$ 112,487.33

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

If the scope of this Agreement includes recycling activity managed or performed by the RECIPIENT at a recycling center (such as a transfer station or drop box location) or other locations, ECOLOGY will not reimburse disposal costs for materials collected or advertised as collected for recycling/reuse or marketed for recycling/reuse under this Agreement, unless approved in writing by ECOLOGY. RECIPIENT must immediately notify ECOLOGY when the RECIPIENT becomes aware that disposal of materials occurred or may occur due to the market conditions for recycled/reused materials. ECOLOGY may deny new costs or require repayment of costs already reimbursed or remove the task from the Agreement or terminate the Agreement.

ECOLOGY's Solid Waste Management (SWM) program will implement a reporting assessment for all RECIPIENTS of grants administered through the SWM program. The assessment determines the RECIPIENT reporting level required throughout the biennium. If RECIPIENT administrative performance or changes in project circumstances trigger a reassessment, RECIPIENT will be notified of any changes to administrative requirements.

RECIPIENT shall update the Spending Plan and Outcomes Data Collection form at least quarterly. The Spending Plan and Outcomes Data Collection form must be completed concurrent with the submittal of each Payment Request/Progress Report. RECIPIENT shall report outcomes in a manner consistent with instructions in the Local Solid Waste Financial Assistance guidelines.

RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial (including payment requests), performance, and other reports required by this Agreement. ECOLOGY shall have the right to deny reimbursement of payment requests received after this date.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

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Recipient Name: CITY OF EVERETT PUBLIC WORKS

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

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For more details on FFATA requirements, see www.fsrs.gov <<http://www.fsrs.gov>>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <<https://sam.gov/SAM>> exclusion list.

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Project Title: P&I City of Everett PW

Recipient Name: CITY OF EVERETT PUBLIC WORKS

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

Agreement No: SWMLSWFA-2023-EverPW-00189
Project Title: P&I City of Everett PW
Recipient Name: CITY OF EVERETT PUBLIC WORKS

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement 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.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

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

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

Project title: Adopt a Resolution Declaring a 2010 Volvo Vactor 2100 Vacuum Suction Truck (H0045) Surplus and Authorizing Sale at Public Auction

Council Bill #**Agenda dates requested:**

November 8, 2023

Briefing

Proposed action

Consent ☒ X

Action

Ordinance

Public hearing

Yes ☒ X No**Budget amendment:**Yes ☒ X No**PowerPoint presentation:**Yes ☒ X No**Attachments:**

Resolution

Department(s) involved:Procurement & Motor
Vehicles**Contact person:**

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:*sh*

Department head

Administration

Council President

Project: Resolution declaring a 2010 Volvo Vactor 2100 Vacuum Suction Truck (H0045) Surplus**Partner/Supplier:****Location:****Preceding action:****Fund:** 401 Utilities**Fiscal summary statement**

Funds received from this surplus sale will be returned to Fund 401 Utilities.

Project summary statement:

The Public Works Department, Utilities Division owns a 2010 Volvo Vactor 2100 Vacuum Suction Truck (H0045), H0045 has 12966 hours and is scheduled to be replaced based on age, mileage, and maintenance cost scoring.

H0045 has been replaced by H0077, a 2023 Peterbilt 567 Vactor Suction Truck.

The estimated surplus value is \$150,000.

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 2010 Volvo Vactor 2100 Vacuum Suction Truck (H0045) surplus and authorizing sale at public auction.



RESOLUTION NO. _____

A RESOLUTION declaring a 2010 Volvo Vactor 2100 Vacuum Suction Truck (H0045) surplus and authorizing for sale at public auction.

WHEREAS,

1. The City has a 2010 Volvo Vactor 2100 Vacuum Suction Truck (H0045); and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property; and
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests and
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND EVERETT CITY COUNCIL THAT:

1. The City has a 2010 Volvo Vactor 2100 Vacuum Suction Truck (H0045)
2. The disposition of this equipment at a public auction is hereby authorized.

Councilmember introducing Resolution

Passed and approved this _____ day of _____, 2023.

Council President

Project title: Adopt a Resolution Declaring a 2010 Volvo Vactor 2100 Vacuum Suction Truck (H0047) Surplus and Authorizing Sale at Public Auction

Council Bill #**Agenda dates requested:**

November 8, 2023

Briefing

Proposed action

Consent ☒

Action

Ordinance

Public hearing

Yes ☒ No**Budget amendment:**Yes ☒ No**PowerPoint presentation:**Yes ☒ No**Attachments:**

Resolution

Department(s) involved:Procurement & Motor
Vehicles**Contact person:**

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:*sh*

Department head

Administration

Council President

Project: Resolution declaring a 2010 Volvo Vactor 2100 Vacuum Suction Truck (H0047) Surplus**Partner/Supplier:****Location:****Preceding action:****Fund:** 401 Utilities**Fiscal summary statement**

Funds received from this surplus sale will be returned to Fund 401 Utilities.

Project summary statement:

The Public Works Department, Utilities Division owns a 2010 Volvo Vactor 2100 Vacuum Suction Truck (H0047). H0047 has 9915 hours and is scheduled to be replaced based on age, mileage, and maintenance cost scoring.

H0047 has been replaced by H0080, a 2024 Peterbilt 567 Vactor Suction Truck.

The estimated surplus value is \$150,000.

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 2010 Volvo Vactor 2100 Vacuum Suction Truck (H0047) surplus and authorizing sale at public auction.



RESOLUTION NO. _____

A RESOLUTION declaring a 2010 Volvo Vactor 2100 Vacuum Suction Truck (H0047) surplus and authorizing for sale at public auction.

WHEREAS,

1. The City has a 2010 Volvo Vactor 2100 Vacuum Suction Truck (H0047); and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property; and
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests and
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND EVERETT CITY COUNCIL THAT:

1. The City has a 2010 Volvo Vactor 2100 Vacuum Suction Truck (H0047)
2. The disposition of this equipment at a public auction is hereby authorized.

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2023.

Council President

Project title: An Interlocal Agreement with Snohomish County for \$75,000 in 2023 REET 2 Funding to Renovate the Basketball Court into a Multi-Use Sport Court

Council Bill #**Agenda dates requested:**

11/8/2023

Briefing

Proposed action

Proposed action

Consent 11/8/2023

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Interlocal Agreement with
City of Everett and
Snohomish County

Department(s) involved:

Parks & Facilities
Legal

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:*RML*

Department head

Administration

Council President

Project: Kiwanis Park Sport Court**Partner/Supplier:** Snohomish County**Location:** 3530 Rockefeller Avenue, Everett, WA 98201**Preceding action:** None**Fund:** None**Fiscal summary statement:**

The Snohomish County Council approved REET 2 funding, available for local county entities, to share in the cost of capital improvement projects throughout the county. The County has awarded the City of Everett \$75,000 in 2023 REET 2 funding to be applied towards renovating the basketball court into a multi-use sport court.

Project summary statement:

Kiwanis Park, an important community greenspace in the Port Gardner Neighborhood, will for the first time in nearly 20 years receive its first major rehabilitation and enhancement. An important recreational feature of the park is the basketball court. The park rehabilitation project endeavors to renovate the court, transforming it into a multi-use sport court facility. The new 1,200 square foot court will feature and serve basketball including an adjustable height basketball system, a practice board for racquet sport enthusiasts, painting and re-striping of the court for basketball, and four-square or similar activity. This new Park asset will be realized with the financial support of Snohomish County through this 2023 Interlocal Agreement.

The anticipated start of construction is spring 2024 with completion prior to December 31, 2025.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign an interlocal agreement with Snohomish County for \$75,000 in 2023 REET 2 funding to renovate the basketball court into a multi-use sport court.

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF EVERETT FOR THE KIWANIS PARK SPORT COURT REHABILITATION & ENHANCEMENTS

This INTERLOCAL AGREEMENT (the “Agreement”), is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the CITY OF EVERETT, a Washington municipal corporation (the City), collectively the “Parties,” pursuant to chapter 39.34 RCW.

RECITALS

A. The 2015 Snohomish County Parks and Recreation Element, a component of the Snohomish County Growth Management Act Comprehensive Plan, has documented a County-wide need for a wide variety of recreational facilities; and

B. The County Executive and the County Council have determined that it is consistent with the Snohomish County Parks and Recreation Element and is in the public interest of County residents to participate in joint undertakings with local municipalities to increase recreational opportunities and facility capacity; and

C. The 2023 Adopted Budget, approved by Ordinance 22-059, included \$750,000 of REET II funds, collected pursuant to chapter 82.46 RCW, to be split equally between the five council districts for Council/City Partnership Projects; and

D. The County Council adopted benchmarks for Council/City Partnership Projects through Motion 23-259; and

E. Pursuant to the adopted benchmarks, the Council identified various projects for inclusion in the Council/City Partnership Projects; and

F. One of the identified Council/City Projects is the City’s KIWANIS PARK SPORT COURT REHABILITATION & ENHANCEMENTS PROJECT (the “Project”), which will transform Kiwanis Park into a multi-use sport court facility; and

G. Snohomish County has agreed to provide seventy-five thousand (\$75,000) of REET II funds (the “Funds”) in support of the Project; and

H. The City has provided the following: copy of submission form for County funds (Attachment A, attached hereto and incorporated herein by reference); proof of City ownership of the Project property (Attachment B, attached hereto and incorporated herein by this reference); relevant portions of the City’s Capital Facilities Plan (“CFP”) identifying the Project (Attachment C, attached hereto and incorporated herein by this reference); and proof of Insurance if not covered by WCIA (Attachment D, attached hereto and incorporated herein by this reference); and

I. Pursuant to this Agreement, the County wishes to provide, and the City wishes to accept, the above-described Funds from the County.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to chapter 39.34 RCW. The purpose and intent of this Agreement is to define the responsibilities of the County and the City as they relate to the County's provision of the funds to the City's Project located at 3530 Rockefeller Ave, Everett, WA (the "Property").

2. Effective Date and Duration.

This Agreement shall take effect when it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2025, unless earlier terminated pursuant to the provisions of Section 12 below; PROVIDED HOWEVER, that each party's obligations are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Administrators.

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

Sharon Swan, Director
Snohomish County Division of Parks &
Recreation
6705 Puget Park Drive
Snohomish, Washington 98296
(425) 388-6616 phone
sharon.swan@snoco.org

City's Initial Administrator:

Brad Chenoweth
City of Everett Parks and Facilities
805 E Mukilteo Blvd.
Everett, WA 98203
425-308-3939
bchenoweth@everettwa.gov

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

4. Project Performance.

4.1 Certification of Real Property Interest. The City certifies to the County that the City owns the Property, as evidenced by Exhibit B, and additional real property or easements are

not needed to complete the Project.

4.2 City's Financial Commitment. The City certifies to the County that the City will have sufficient monies to complete the Project by the Project deadline identified in Section 4.4 below (the City's Financial Commitment") and that the Project was included in the City's CFP as evidenced by Attachment C.

4.3 Project Completion. The City shall complete the Project as detailed in Attachment A.

4.4 Project Deadline. On or before December 31, 2025, the City shall complete the Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

4.5 Recognition of County as Financial Sponsor. The City shall recognize the County as a financial sponsor of the Project as follows:

4.5.1 Upon completion of the Project or dedication of the completed Project, whichever comes first, the City shall install at the Project site a plaque in a form approved by the County that indicates that the County is a financial sponsor of or contributor to the Project;

4.5.2 The City shall invite the County to all events promoting the Project and recognize the County at all such events as a financial sponsor of the Project;

4.5.3 The City shall recognize the County as a financial sponsor in all brochures, banners, posters, and other promotional material related to the Project.

4.6 Project Maintenance. The City shall be responsible for on-going capital improvements to, and maintenance of, the Project and the Property. The County makes no commitment to support the Project or Property beyond what is provided for in this Agreement and assumes no obligation for future support of the Project or Property except as expressly set forth in this Agreement.

4.7 Availability to County Residents. The City shall make the Property available to all County residents on the same terms as it is available to residents of the City.

5. Invoicing and Payment.

5.1 Invoicing. Within thirty days of final completion of the Project or by December 30, 2025, whichever occurs first. The City shall submit to the County one invoice on City letterhead requesting disbursement of the Funds for the Project. The invoice needs to include name and address of City, name and the address of who the invoice is addressed to (the County), the date, the amount being requested for reimbursement, and the name of the project being funded. Invoices shall provide line-item detail for materials, labor and overhead. Backup documentation should include of copies of invoices paid by the City to contractors/consultants for the work performed, which covers the full amount being requested for reimbursement and proof

of payment on those invoices. Additionally, providing progress photos of the site is strongly recommended with prior, during and after completion photos.

5.2 Payment. Unless the County delivers to the City written notice disputing the amount of a particular line item, within twenty (20) working days of receipt from the City of an invoice properly submitted to the County pursuant to Section 5.1, the County shall remit to the City an amount not to exceed seventy-five thousand dollars (\$75,000). In the event the total costs of the Project is less than \$75,000, the County shall only remit those Funds necessary to pay the submitted invoice in full unless otherwise disputed as provided in this Section 5.2.

5.3 Accounting. The City shall maintain a system of accounting and internal controls that complies with generally accepted accounting principles and governmental accounting and financial reporting standards and provisions concerning preservation and destruction of public documents in accordance with applicable laws, including chapter 40.14 RCW.

5.4 Recordkeeping. The City shall maintain adequate records to support billings. The records shall be maintained by the City for a period of six (6) years after completion of this Agreement. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the City relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

5.5 Audit and Repayment. The City shall return Funds disbursed to it by the County under this Agreement upon the occurrence of any of the following events:

5.5.1 If overpayments are made; or

5.5.2 If an audit of the Project by the State or the County determines that the Funds have been expended for purposes not permitted by the REET II statute, the State, the County, or this Agreement.

In the case of 5.5.1 or 5.5.2, the County shall make a written demand upon the City for repayment, and the City shall be obligated to repay to the County the Funds demanded within sixty (60) calendar days of the demand. The County's right to demand repayment from the City may be exercised as often as necessary to recoup from the City all funds required to be returned to the County.

The City is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

6. Independent Contractor.

The City will perform all work associated with the Project as an independent contractor and not as an agent, employee, or servant of the County. The City shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the City and not the County. The County shall only have the right to ensure performance.

7. Indemnification/Hold Harmless.

The City shall assume the risk of liability for damage, loss, costs and expense arising out of the activities under this Agreement and all use of any improvements it may place on the Property. The City shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the acquisition or use of the Property and this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of City, and City, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

8. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

9. Insurance.

The City shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, exercise of the rights and privileges granted by this Agreement, by the City, its agents, representatives, and employees/subcontractors. The cost of such insurance shall be paid by the City.

9.1 Minimum Scope and Limits of Insurance. General Liability: Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering COMMERCIAL GENERAL LIABILITY with limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

9.2 Other Insurance Provisions. Coverage shall be written on an "Occurrence" form. The insurance policies required in this Agreement are to contain or be endorsed to contain the

County, its officers, officials, employees, and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the City in connection with this Agreement.

9.3 Verification of Coverage. The City shall furnish the County with certificate(s) of insurance and endorsement(s) required as evidenced by Attachment D.

9.4 If the City is self-insured, in lieu of the insurance required in this Section 9, the City shall, upon request of the County, provide the County a letter certifying the City's self-insurance program.

10. Compliance with Laws.

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

11. Default and Remedies.

11.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

12. Early Termination.

12.1 30 Days' Notice. Except as provided in Section 12.2 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days' advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Termination for Breach. In the event that the City fails to complete the Project by December 31, 2025, and/or otherwise commits a Default as described in Section 11, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all Funds previously disbursed from the County to the City for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination.

13. Dispute Resolution.

In the event differences between the Parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful or if a party waives mediation, either of the Parties may institute legal action for specific performance of this Agreement or for damages.

14. Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Miscellaneous.

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall

include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

15.10 No Separate Entity Necessary. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

15.12 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

15.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth under their signatures below, and effective as of the date of the last party to sign. .

“County”
SNOHOMISH COUNTY

“City”
CITY OF EVERETT

By _____
Title: County Executive Date

By _____
Title: Date

Approved as to Form:

Approved as to Form:

/s/ George B. Marsh 9/21/2023
Deputy Prosecuting Attorney Date

Office of the City Attorney Date

**ATTACHMENT A
APPLICATION FOR COUNTY FUNDS**

SNOHOMISH COUNTY PARTNERSHIP PROJECTS

OVERVIEW: Funding is available through Snohomish County's Capital Improvement Program to provide dollars for the completion of qualifying projects in partnership with public entities. Eligible public entities include: school districts, park districts, utility districts, county and cities/towns that have a CIP. Funding is provided through the Real Estate Excise Tax 2 (REET 2) Fund and projects must comply with fund restrictions and ideally, be included in the receiving entity's adopted capital budget. Funding is subject to availability and appropriation by the County Council.



QUALIFYING PROJECTS: REET 2 may only be used for financing "capital projects" specified in the capital facilities plan. RCW 82.46.035(5) defines capital projects as:

- (a) Planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems;
- (b) Planning, construction, reconstruction, repair, rehabilitation, or improvement of parks; and
- (c) Until January 1, 2026, planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of facilities for those experiencing homelessness and affordable housing projects.

SECTION 1: CONTACT INFORMATION

City of Everett Parks & Facilities	802 E Mukilteo Blvd, Everett, WA 98203		
Public Entity Name	Public Entity Address		
Bob Leonard	Brad Chenoweth	425-308-3939	bchenoweth@everettwa.gov
Person Authorized to Approve Agreement for Funding	Contact Person Name	Contact Person Phone	Contact Person Email

SECTION 2: PROJECT INFORMATION

Program Year	2023 
Project Title	Kiwanis Park: Sport Court Rehabilitation & Enhancements
Project Location	3530 Rockefeller Avenue, Everett, WA
Project Description: <i>Brief (1-2 sentences) description of what the project will accomplish</i>	Kiwanis Park, an important community greenspace in the Port Gardner Neighborhood, will for the first time in nearly 20 years receive its first major rehabilitation and enhancement. An important recreational feature of the park is the basketball court. The park rehabilitation project endeavors to renovate the court, transforming it into a multi-use sport court facility. The new 1,200 square foot court will feature and serve: basketball including an adjustable height basketball system; a practice board for racquet sport enthusiasts; painting and re-stripping of the court for basketball and four-square or similar activity. Screening to adjacent properties will also be reviewed.
Please select the appropriate category of REET II eligible uses for your proposed project:	(b) Parks 
Is the project identified in the budget? <i>If your project is selected, please submit appropriate budget pages upon request</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is this project identified in a CIP? <i>If your project is selected, please submit appropriate budget pages upon request</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is the land identified for the project owned by the applying entity?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is your entity in agreement with the attached template agreement for funding?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

SECTION 3: FUNDING REQUEST – The maximum amount allowed per Council District is dependent on available funding and is subject to budget approval and appropriation. Funds may only be awarded to eligible public entities in Snohomish County, Washington.

County Funds Requested	\$ 86,600.00
Public Entity Match Provided	\$ as needed

SECTION 4: INSURANCE COVERAGE – please check the appropriate box below to indicate if your entity can obtain each type of coverage. (Waivers may be granted in some instances.) *If your project is selected, please submit your proof of insurance upon request.*

Type	Agency CAN obtain this coverage	Agency CANNOT obtain this coverage
Public Liability Insurance - \$1,000,000 personal injury and property damage	<input type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation Coverage – as required by the State of Washington	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability – Only required when providing professional services, \$1,000,000 error and omissions.	<input type="checkbox"/>	<input type="checkbox"/>
Self-Insured – Public Entities ONLY	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SECTION 5: FINAL QUESTIONS – HAVE YOU...

Completed all form questions	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Confirmed desired project is in the appropriate budget documents	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Confirmed desired project is in your CIP	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Reviewed the agreement template	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Confirmed Proof of Insurance	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

SECTION 6: SUBMISSION REQUIREMENTS

Please submit the form and all requested attachments to the following address by July 31st, 5 PM

Council District 2
megan.dunn@co.snohomish.wa.us
425-388-2408

3000 Rockefeller Avenue, M/S 609
 Everett, WA 98201-4046

ATTACHMENT B
 PROOF OF OWNERSHIP

Property Account Summary

7/25/2023

Parcel Number	00438185401700	Property Address	3530 ROCKEFELLER AVE , EVERETT, WA 98201
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General Information

Property Description	EVERETT DIV M PLAT OF BLK 854 D-00 - FRAC LOTS 17 TO 22 INCL BLK 854A QCD FROM SNOH CO TREAS TO CITY OF EVERETT VOL 882 PG 424 4/5/65
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	00010

Property Characteristics

Use Code	742 Playgrounds & Athletic Areas
Unit of Measure	Acre(s)
Size (gross)	0.29

Parties

Role	Percent	Name	Address
Taxpayer	100	EVERETT CITY OF	3002 WETMORE AVE, EVERETT, WA 98201 United States
Owner	100	CITY OF EVERETT	3200 CEDAR ST, EVERETT, WA 98201 United States

Related Properties

No Related Properties Found

Property Values

Value Type	Tax Year 2023	Tax Year 2022	Tax Year 2021	Tax Year 2020	Tax Year 2019
Taxable Value Regular					
Exemption Amount Regular	\$373,800	\$283,800	\$248,800	\$231,200	\$216,200
Market Total	\$373,800	\$283,800	\$248,800	\$231,200	\$216,200
Assessed Value	\$373,800	\$283,800	\$248,800	\$231,200	\$216,200
Market Land	\$373,800	\$283,800	\$248,800	\$231,200	\$216,200
Market Improvement					
Personal Property					

Active Exemptions

Government Property

Events

Effective Date	Entry Date-Time	Type	Remarks
07/23/2019	07/23/2019 09:53:00	Owner Added	Party/Property Relationship by SASLMS
07/22/2019	07/23/2019 09:53:00	Owner Terminated	Party/Property Relationship by SASLMS
04/06/2015	04/06/2015 12:07:00	The situs address has changed	by sasjra

Tax Balance

Distribution of Current Taxes

District	Rate	Amount	Voted Amount	Non-Voted Amount
TOTAL				

Pending Property Values

Pending Tax Year	Market Land Value	Market Improvement Value	Market Total Value	Current Use Land Value	Current Use Improvement	Current Use Total Value
2024	\$391,200.00	\$0.00	\$391,200.00	\$0.00	\$0.00	\$0.00

Levy Rate History

Tax Year	Total Levy Rate
2022	9.155779
2021	9.934227
2020	11.225217

Real Property Structures

Receipts

Date	Receipt No.	Amount Applied	Amount Due
No Receipts Found			

Sales History

Property Maps

Neighborhood Code	Township	Range	Section	Quarter	Parcel Map
5304000	29	05	29	SW	View parcel maps for this Township/Range/Section

QUARTER

SECTION

TOWNSHIP N.W.B.L.

RANGE E.W.M.

SW

29

29

5

Centerline

Lot

Block

Section

City Limits

Gov Lot

Subdiv

ROW

Quarter

Tax Acct

Major Water

Other Lot

Vac ROW

16th

Easement

Minor Water

Other Subdiv

Vac Lot

0

200

400

Feet

1 inch = 200 feet

Map produced on June 30, 2023

A product of the Assessor's Office

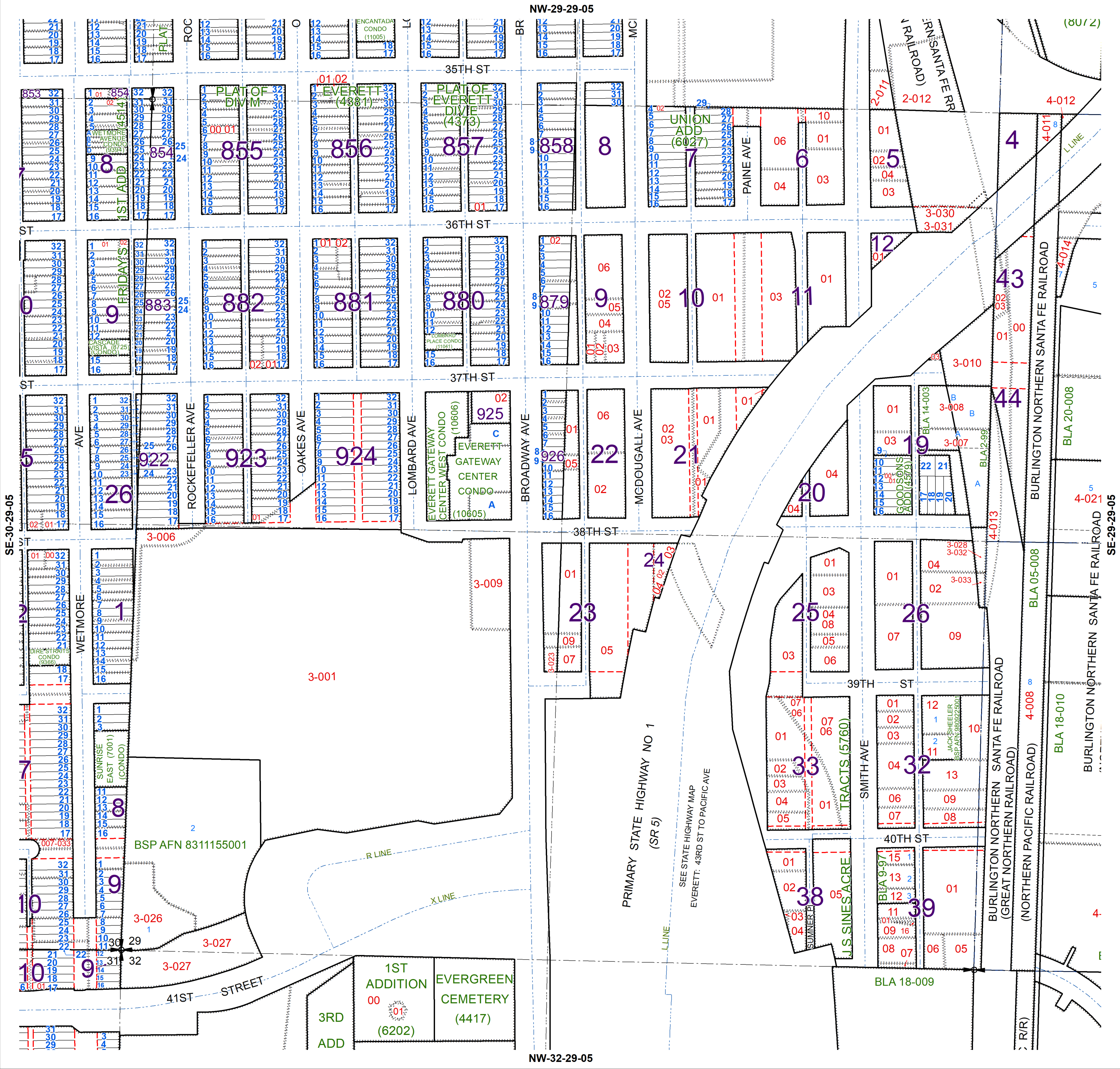
Snohomish County, Washington

R3E R4E R5E R6E R7E R8E R9E R10E R11E R12E

T29N T30N T31N T32N

R3E R4E R5E R6E R7E R8E R9E R10E R11E R12E

T29N T30N T31N T32N



Parks & Trails Plan

Everett Parks, Recreation & Open Space Plan

FINAL February 2022

4.2.I Park Minimum Guidelines

Each park should be improved over time to achieve minimum standards to meet community needs and to provide consistent and sustainable management and maintenance. The minimum guidelines are meant to be considered during park concept planning or as individual improvements are proposed. The guidelines are advisory since site analysis and public engagement would produce information that best influence each park's future.

Neighborhood

Neighborhood Parks are intended for frequent and convenient access to basic recreation activities and opportunities. They typically serve neighborhoods within walking distance of a half mile.

Neighborhood parks provide passive, multiuse space, with opportunities for active recreation consistent with site conditions and compatibility. This may include areas such as multi-use fields and courts, play equipment, trails, picnic areas, and open space. Neighborhood parks provide open space values. They are less suited for longer stays, heavily programmed activities, or larger rental or permit-required spaces. These parks prioritize open space over parking and encourage visitation through pedestrian and bike networks. Since these parks serve the immediate neighborhood, they typically do not have restrooms.



Kiwanis Park

Typical Size:

2-20 acres

Neighborhood Parks in Everett Collection:



- | | | |
|-----------------|-------------------|-----------------------------|
| ▪ Cascade View | ▪ Hanna brook | ▪ Lowell |
| ▪ Clark | ▪ Harborview | ▪ Merrill Creek Sport Court |
| ▪ Deer | ▪ Hauge | ▪ Rucker Hill |
| ▪ Doyle | ▪ Johnston-Kelly | ▪ Viola Oursler |
| ▪ Drew Nielsen | ▪ Kiwanis | ▪ Wiggums Hollow |
| ▪ Edgewater | ▪ Lions | |
| ▪ Emma Yule | ▪ Loganberry Lane | |
| ▪ Garfield | | |
| ▪ Green Lantern | | |

Parks & Trails Plan

Everett Parks, Recreation & Open Space Plan ■ FINAL February 2022

Key Features might include: Play areas and open lawn/informal activities.

Often sought after for: Picnic areas, sport courts, and ornamental/greenspace buffer.

At a minimum the parks should aim to **provide:**

- Universal play equipment
- Open and accessible landscape for unstructured activity, play, and respite
- Pathways between elements and to safely enter and exit the park
- Simple seating where appropriate and accommodating
- Seating and picnic tables
- Basic maintenance, care, and landscape improvements

Where feasible and appropriate in their contexts, parks falling into this typology should consider:

- **Sports and fitness accommodations, surfacing and equipment**
- Open playfields
- Community gardens
- Dog park for properties with at least half acre available
- Picnic shelters
- Trash receptacles, and leash and scoop dispensers, where applicable, consistent with the Garbage Service Plan and Pack it In Pack it Out initiative
- Conservancy and nature park protections
- Natural or low-intervention areas and green space, and pesticide-free areas
- Irrigation
- Use of green stormwater infrastructure approaches
- Universal design of park facilities

Because of the intent and goals for neighborhood parks they should **limit** where appropriate:

- Off street parking
- Restrooms
- Horticultural programs and plantings that do not have a committed maintenance program or sponsor

Pesticide Free Parks

Integrated Pest Management (IPM) seeks to limit chemical means to control pests. Instead IPM focuses on pest prevention and uses pesticides only as needed. Examples of pest prevention include: careful plant selection, using mulch to reduce weeds and build soil health, and hand weeding and other non-chemical techniques. Park agencies including Everett have IPM programs; Everett's IPM program is dated and is ready for update. Some departments have an IPM coordinator.

Some park systems offer pesticide free parks that are maintained without the use of registered pesticides. If it becomes necessary to apply pesticides, the site is clearly posted before, during and after the application to notify users. At the time of this writing, Seattle has limited the use of pesticides and has identified 22 parks that are pesticide free. MetroParks Tacoma has designated 8 pesticide free parks.

Everett's minimum park guidelines in this chapter reference use of a regularly updated IPM program and designated pesticide free areas where feasible.

Capital Plan

Everett Parks, Recreation & Open Space Plan ■ FINAL February 2022

Exhibit 5.4-5. Capital Program 2021-2031

Project Name	District	Acres or Miles	Cost Estimate	Start Year	Funding Sources	% Related to Growth	Impact Fee Eligible: 2021-2031
Developed							
Developed Acres (Locations TBD)	LOS	31.67	\$15,724,531	2027-2031	REET, Grants, Impact Fees	100%	\$15,724,531
CEMEX Park Parcel	3	30.00	\$5,000,000	2022-2026	REET, Grants, Impact Fees	100%	\$5,000,000
Off-leash Dog Parks (Locations TBD)	Citywide	3.00	\$450,000	2023	REET, Grants, Impact Fees	100%	\$450,000
Developed Acres Subtotal		64.67	\$21,174,531				\$21,174,531
Neighborhood							
Neighborhood Parks (Locations TBD)	LOS	10.83	\$15,059,205	2027-2031	REET, Grants, Impact Fees	100%	\$15,059,205
Emma Yule Park	2	1.40	\$2,050,000	2022	REET, Grants, Impact Fees	100%	\$2,050,000
Madison/Morgan Park Passive Recreation Improvements	2	1.78	\$575,000	2021	REET, Grants, Impact Fees	100%	\$575,000
Downtown (CBD) Park	2	3.00	\$4,000,000	2027-2031	REET, Grants, Impact Fees	100%	\$4,000,000
Eclipse Mill Water Access	2	3.50	\$4,900,000	2025	REET, Grants (LIFT), Impact Fees	100%	\$4,900,000
Stormwater Parks	4	1.00	\$8,500,000	2022-2031	REET, Grants, Impact Fees	50%	\$4,250,000
Neighborhood Parks Subtotal		21.51	\$35,084,205				\$30,834,205
Paths							
Paths (Locations TBD)	LOS	5.25	\$2,217,864	2027-2031	REET, Grants, Impact Fees	100%	\$2,217,864
Paths Subtotal		5.25	\$2,217,864				\$2,217,864
Multipurpose Trails							
Trails (Locations TBD)	LOS	1.31	\$1,300,086	2027-2031	REET, Grants, Impact Fees	100%	\$1,300,086
Pigeon Creek Trail and Overpass	3	0.80	\$1,900,000	2025	REET, Grants, Impact Fees	100%	\$1,900,000
Connect Emma Yule to Interurban Trail	2	0.40	\$439,576	2023	REET, Grants, Impact Fees	100%	\$439,576
Silver Lake Loop Trail Improvements	5	1.04	\$1,000,000	2021	REET, Grants, Impact Fees	100%	\$1,000,000
Silver Lake Boardwalk Trail	5	0.60	\$9,000,000	2027-2031	REET, Grants, Impact Fees	100%	\$9,000,000
Trails Subtotal		4.15	\$13,639,662				\$13,639,662
Investments							
Garfield Pathways & Basketball Court	1	0.00	\$96,033	2020	REET, Impact Fees	10%	\$9,603
Jackson Park Phase 2: Artificial Turf + Parking	1	0.00	\$2,500,000	2024	REET, Grants, Impact Fees	75%	\$1,875,000
Jetty Landing Restroom	1	0.00	\$118,191	2022	REET, Grants	0%	\$0
Legion Park Restroom	1	0.00	\$240,000	2022	REET, Grants, Impact Fees	25%	\$60,000
Legion Park Sport Court & Parking	1	0.00	\$233,727	2020	REET, Grants, Impact Fees	50%	\$116,864
Wiggums Hollow Park Playground	1	0.00	\$570,000	2023	REET, Impact Fees	10%	\$57,000

Exhibit 3 Question 3 – Poll Result

Question 3: If you could add one or more of the following facilities into Everett Parks near you, which would you choose?

Participant	Response
Anonymous	Picnic Facilities (tables, benches, shelter); Sport Courts (basketball, volleyball, tennis, etc.); Sport Fields (baseball, soccer, etc.); Alternative Sports (Skate Park, Pump Track, etc.); Trails; Support Facilities at larger parks (bathrooms, parking, etc.)
Anonymous	Picnic Facilities (tables, benches, shelter); Trails
Anonymous	Picnic Facilities (tables, benches, shelter); Trails
Anonymous	Picnic Facilities (tables, benches, shelter); Trails; Support Facilities at larger parks (bathrooms, parking, etc.)
Anonymous	Playground
Anonymous	Playground; Alternative Sports (Skate Park, Pump Track, etc.); Trails; Support Facilities at larger parks (bathrooms, parking, etc.)
Anonymous	Playground; Picnic Facilities (tables, benches, shelter); Alternative Sports (Skate Park, Pump Track, etc.); Trails
Anonymous	Playground; Picnic Facilities (tables, benches, shelter); Alternative Sports (Skate Park, Pump Track, etc.); Trails; Support Facilities at larger parks (bathrooms, parking, etc.)
Anonymous	Playground; Picnic Facilities (tables, benches, shelter); Sport Courts (basketball, volleyball, tennis, etc.); Sport Fields (baseball, soccer, etc.); Trails; Support Facilities at larger parks (bathrooms, parking, etc.)
Anonymous	Playground; Picnic Facilities (tables, benches, shelter); Trails; Support Facilities at larger parks (bathrooms, parking, etc.)
Anonymous	Playground; Sport Courts (basketball, volleyball, tennis, etc.); Trails
Anonymous	Playground; Sport Fields (baseball, soccer, etc.); Trails
Anonymous	Sport Courts (basketball, volleyball, tennis, etc.)
Anonymous	Sport Courts (basketball, volleyball, tennis, etc.)
Anonymous	Sport Courts (basketball, volleyball, tennis, etc.); Alternative Sports (Skate Park, Pump Track, etc.); Trails; Support Facilities at larger parks (bathrooms, parking, etc.)
Anonymous	Sport Courts (basketball, volleyball, tennis, etc.); Sport Fields (baseball, soccer, etc.); Trails
Anonymous	Sport Courts (basketball, volleyball, tennis, etc.); Trails
Anonymous	Sport Fields (baseball, soccer, etc.); Trails
Anonymous	Support Facilities at larger parks (bathrooms, parking, etc.)
Anonymous	Support Facilities at larger parks (bathrooms, parking, etc.)
Anonymous	Trails
Anonymous	Trails
Anonymous	Trails

Count of Responses

Trails	18
Support Facilities at larger parks (bathrooms, parking, etc.)	9
Sport Courts (basketball, volleyball, tennis, etc.)	8
Playground	8
Picnic Facilities (tables, benches, shelter)	8
Sport Fields (baseball, soccer, etc.)	5
Alternative Sports (Skate Park, Pump Track, etc.)	5

**ATTACHMENT D
PROOF OF INSURANCE COVERAGE**

LETTER OF SELF-INSURANCE

For Period: 12/31/2021 – 12/31/2022

This is to inform you of the City of Everett's insurance program. The City of Everett maintains a comprehensive program of risk retention and insurance.

Based on discussion and direction from City Administration, the City has elected to self-insure its liability exposures. The City's self-insured retention for general, auto and professional liability is \$2,000,000, which is fully funded. Excess liability is purchased with limits of \$30,000,000 over the self-insured retention.

Please contact me at (425) 257-8702 if you have any questions relating to the City of Everett's insurance program.


Christine Muth-Schulz
Risk Manager

Risk Management



2930 Wetmore Ave., Ste. 10-C
Everett, WA 98201



425.257.7000
425.257.8693 fax



CityAttorney@everettwa.gov
everettwa.gov/legal

Project title: Implement OCourt Electronic Hearing System for Municipal Court

Council Bill # *interoffice use*

Agenda dates requested:

11/8/23

Briefing

Proposed action

Consent 11/08/23

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

OCourt Agreement

Department(s) involved:

Municipal Court, Information Technology

Contact person:

Kevin Walser

Phone number:

425-257-8663

Email:

Kwalser@everettwa.gov

Initialed by:

SH

Department head

Administration

Council President

Project: OCourt Electronic Hearing System

Partner/Supplier: Omiga Solutions

Location: Municipal Court

Preceding action: None

Fund: 505 – Information Technology Internal Services Fund

Fiscal summary statement:

The project is funded through the 505 Information Technology special projects budget.

The total cost of the project is \$38,000 in professional services to implement.

Project summary statement:

The project will implement an electronic court hearing system with the following objectives:

- Eliminate paper records for court cases.
- Provide a court hearing scheduling system.
- Provide electronic form templates that automatically pull information from the State Justice Information System for case documents.
- Allow for electronic document signing by Judges and defendants.

The goal of the project is to increase Municipal Court efficiency in preparation for the City implementing photo enforcement.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the software services agreement with Omiga Solutions in substantially the form provided in the amount of \$38,000.



OCourt Service Level Agreement Everett

975 Carpenter Rd NE Suite 101
Lacey, WA 98516
(360) 915 – 7017

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1. Service Level Agreement Overview

This is a Service Level Agreement (SLA) between OMIGA Solutions LLC. and City of Everett Municipal Court (Hereafter referred to as “**Customer**”). Outlined within this document is an expected level of service for the maintenance and on-going support related to the OMIGA Solutions’ OCourt system. Specifically, this SLA addresses the following:

- OMIGA Solutions’ commitments
- OMIGA Solutions’ execution of delivery
- Customer commitments
- Customer execution of delivery
- Success criteria and measurement
- SLA change over time

This SLA covers the period February 1st, 2024 to January 31st, 2030. The agreement will renew annually with the maintenance fee of \$9,000 after the first year (for 4 years after the first year) for the Total of five (5) years as long as the Customer does not assume responsibility for providing court services for any additional municipality or workload does not substantially increase. OMIGA Solutions reserves the right to review the service fee if the Customer does assume responsibility for providing court services for any additional municipality. The Customer may terminate the agreement at the end of any annual period for any reason. At the end of the total of 5 years, the service fee will be reviewed by OMIGA Solutions to reflect any substantial change in the caseload of the court for a future contract.

2. Description of Services

2.1. *Introduction*

OMIGA Solutions is providing its proprietary OCourt system to Customer. OCourt is online web-based business application that streamlines the court processes and integrates with Washington State’s AOC JIS system in real time. OCourt has multiple features including case scheduling, E-Forms, Foreign Language forms E-Signature and Lobby display. Electronic documents created in OCourt can be concurrently viewed and edited in real time in a court room and a defendant located off site in a jail facility. OCourt supports a number of e-signature technologies including touch, physical signature pad and stored signatures online. OCourt offers real time synchronization to JIS from electronic forms, with built in analytics for Administrators, Clerks, Judges, Prosecutors and Public Defense. There is no similar court product offering for City, Municipal and County courts in the state of Washington.

2.2. Surrounding Support Modules

OMIGA Solutions has Modules; Collect R, VRV, e-Filing, e-Hearings, and nCourt API, for a data integration point between collection venders, individual court customers and the WA State Administrative Office for the Courts (AOC) Judicial Information System (JIS). These Modules directly update each individual court’s receipting system within JIS without relying on the courts to manually enter the information. These Modules reduce repetitive and error-prone tasks associated with manual data-entry related to the collections process.

2.3. Specific Services

OMIGA Solutions will:

- Ensure OCourt-specific security processes and best-practices are followed
- Notify Customer of any apparent anomalies in data-transfer
- Communicate future enhancements, modifications, or outages to all relevant parties
- Maintain network and identity-related security protocols
- Enforce proper deployment and maximum server up-time
- Establish and enforce proper application server deployment techniques
- 24x7 maintenance of the server environment
- Maintain an environment scalable to meet current & future customer expectations

3. Problem Management

3.1. General

If at any time OCourt users experience a lapse in OCourt services, as defined in this SLA, they should immediately notify their managers, noting specific items to be addressed.

3.2. System and Contract Support Escalation Contact List

Please use the following escalated contacts for Operational System or Contract Support issues. Please refer to Section 3.0 to confirm Service Performance standards and metrics.

OCourt System Issue Escalation Contacts



OCourt Contract Issue Escalation Contacts



4. Service Performance

4.1. Infrastructure Team Availability

OMIGA Solutions Infrastructure Team hours of operation will be established and managed under mutual agreement by OMIGA Solutions and Customer. OMIGA Solutions proposes the following availability:

Services	Description
System Support Hours of operation	7:00 AM to 5:00 PM Monday to Friday (Except for Federal and State holidays).
Regularly scheduled maintenance frequency	Performed on 2 nd /3 rd Saturday of the month. Email notices are sent to all users.
Issue Response Time	4 Hours

Services	Description
High Priority Issue Resolution Time	2 Business Days
Medium and Low Priority Resolution Time	1 Week

4.2. Operational Expectations

Server Backups	Frequency
Regularly scheduled backups	Daily
Log Truncation	Monthly
Retention of collection data	Continuous

4.3. System Availability

The OCourt Administrator(s) will work to ensure the following:

- All case information that is transmitted between OMIGA Solutions' servers, the customer's servers, and AOC's servers, are secured via HTTPS.
- All login passwords will be restricted to a sufficient level of complexity so as to prevent brute-force hack attempts.
- OMIGA Solutions will not store actual user passwords unless customer requires it.
- OMIGA Solutions will abide by the terms of the overall agreement governing auditing and logging of customer data interactions as specified by the Administrative Office for the Courts (AOC).
- Logs will be truncated every 1 month in order to minimize the possibility of significant data-loss during security breach.
- Outages shall be scheduled with at least one week advanced notification to all customers and partners.
- All outages or un-expected problems arising as a result of OCourt software will be assigned a dedicated response team within a 48-hour period.
- The data-retention period for OCourt will not exceed 7 years. (Customer can request less if needed.)
- OMIGA Solutions will provide individual records data to Court Customer upon request. OMIGA Solutions will not retain the document data beyond 180 days.
- Regularly scheduled backups will occur every 24-hours with hourly backups of the data within the database.
- OMIGA Solutions will maintain the ability to recover from a hard-drive failure or master Hyper-V host operating system failure within a 24-hour period.

4.4. System Operational Limitations

While always endeavoring to resolve any system failures, there are conditions that may be beyond OMIGA Solutions' ability to address. Examples include, but are not limited to:

- AOC JIS availability (OCourt will not function properly without JIS functionality)
- Customer network outage
- Customer firewall or browser issue that is specific to their own IT environment
- Upgrades to Judicial Access Browser System (JABS) that causes a problem or outage
- SSL certificate(s) expiration
- Third party back-up power failure
- Restricted access to JIS
- JIS down-time (impacts data transmission).

OMIGA Solutions' commitments, per this SLA, are limited to those basic services, and designated optional services for OMIGA Solutions supplied or operated systems. Outages within the customer's own systems, and/or the customer's network provider's systems over a period of several days do not fall within the scope of this SLA nor will OMIGA Solutions assume responsibility for them.

4.5. OCourt - File Processing

OCourt Overview:

The OCourt system is considered a “real-time” system in that users expect to see data in JIS after they’ve entered it into the system. However, there is also a regularly scheduled [automated] process that kicks off every 24 hours, to migrate the customer’s JIS data into our queue for synchronization and error notification. There is another “near real-time” mechanism that is initiated by user actions such as performing a case submittal action or typing in a large number of cases to associate with a hearing.

User Authorization and Authentication:

A username/password for OCourt can be established by registering for the site, and then approved by a Court Administrator or OMIGA Solutions System Administrator. Users that are approved can then be associated with specific roles that will allow them to review various functions that have been associated with their assigned “role” in the system.

Handling Dependency Changes:

In the event that OMIGA Solutions’ OCourt system is operating normally, but there is:

1. An anomaly present in the JIS and/or document storage data,
2. A JIS screen has been modified and the customer has failed to notify OMIGA Solutions,
3. A Document Storage API has been updated

OMIGA Solutions may reach out to the customer in order to facilitate a resolution. In practice, this type of anomaly rarely occurs. However, if it should occur, OMIGA Solutions will be able to respond within 72 hours of notification regarding any small AOC screen changes, document storage API updates, or data anomalies. If the modification is severe enough (for instance AOC replaces JIS with a new Case Management System and doesn’t tell anyone about it) OMIGA Solutions may not be able to bring the system back-online within a 72-hour period. Therefore, it is necessary for AOC and the customer to keep OMIGA Solutions informed of known upcoming changes and upgrades.

External Doc Storage Sync Operations (Applicable to 3rd-party externally hosted solutions only!):

For certain customers, OMIGA Solutions will support software that is responsible for downloading external data concerning electronic documents associated with a case(s).

Security:

3rd-party vendor data (i.e. Laser Fiche, SharePoint, Sire, etc.) should be made available to OMIGA Solutions in a secure fashion, but OMIGA Solutions is not responsible for enforcing agreements between its own Courts customers and their 3rd-party partner vendors. Therefore, OMIGA Solutions will download data related to the OCourt system from Court customer 3rd-party vendors even if it is provided to us in an inherently insecure fashion. It is the customer’s responsibility to ensure that their 3rd-party vendors are working in a secure fashion with OMIGA Solutions. Basically, OMIGA Solutions does not control or have leverage over any Court customer’s own vendors.

3rd-party Data Transmission:

We will notify our customers in the event that we notice odd patterns in data-transmission such as (a) no data for unusual periods of time, (b) bad data repeatedly being transmitted, (c) too much data being transmitted. Ultimately, if the customer wishes for OMIGA Solutions to work collaboratively with the 3rd-party to resolve the problem, we will do so on a case-by-case basis.

Customer Network, Document Storage Provider, or AOC System Anomalies:

There are many points of failure in the overall data pipe-line for the OCourt system. OMIGA Solutions often plays the role of working to resolve any break-downs in the pipeline. However, there are times when OMIGA Solutions would have absolutely no knowledge of such a breakdown. The following are examples that have occurred. (a) The customer has a network outage. (b) The customer has a firewall or browser issue that is specific to their IT environment. (c) AOC has made an upgrade to JABS which

causes a problem or outage. (d) AOC has forgotten to update their SSL certificates and the SSL certificates have expired. (e) AOC experiences a network outage.

Since there are many points of failure, OMIGA Solutions' agreed-upon metrics that are defined in this SLA document may only be applied at the point that we are the source of the problem. Outages within AOC, the customer's own systems, and/or the customer's network provider's systems over a period of several days do not fall within the scope of this SLA nor does OMIGA Solutions assume responsibility for them.

Document Storage Synchronization Operations (Applicable to locally installed software only!):

In the case where the document-storage resides internal to the customer, OMIGA Solutions will provide the customer with a Windows executable program. The program is made up of more than 3 files. One file is intended to be configured according to the unique requirements of the customer. This file ends with a *.config file extension.

The Windows executable that OMIGA Solutions provides to the customer will, generally speaking, look for files located in a document storage solution, determine if they are relevant case-related files, transmit them over HTTPS to OMIGA Solutions' e-Docs servers, and then disconnect from the customer's document storage system. For this reason, it is important that the customer not expect that the data displayed in OMIGA Solutions' e-Docs manager will be automatically synchronized with the customer's document-storage solution. In order to update the case-documents when making a change to your document-management data, you will need to "refresh" the OMIGA Solutions e-Docs external documents list.

The executable currently depends on Microsoft .NET Framework 4.5 in order to execute and perform its tasks. This may change in the future.

The executable transmits the customer's ticket data over port 443 which is a standard SSL port. Other than allowing outbound traffic on port 443 and ensuring that the user-account running the executable has the appropriate permissions to read and delete files in the configured processing path of the program, there is no other operational requirement of the software.

Case-File Processing Executable Maintenance (Applicable to locally installed software only!):

OMIGA Solutions may periodically update the executable supplied to any Court customer as updates and enhancements are developed. Given that this executable is responsible for reading the appropriate document data, and also updating it, there may be updates or enhancements required over time. The maintenance fee associated with any contract related to the OCourt system is partially used to ensure this component stays up-to-date with technology changes over time.

If any Court customer wishes to disable or rebuild the server that the OCourt executable is running on, they merely need to copy all of the files associated with the OCourt executable... and place them into a directory on the new server. There is no uninstall process, re-configuration process, or other Windows artifacts in-place that need to be addressed. If any Court customer needs a new copy of the OCourt executable, OMIGA Solutions will provide one for them at no charge.

Ticket Processing Bandwidth:

OMIGA Solutions does not expect to have any difficulty processing up to the maximum allowable number of documents that our pre-screened customers are able to accommodate

As the exact processing volumes and capabilities of hardware, software, and other factors adjust over time... so will the exact contents of this portion of the Service Level Agreement.

OMIGA Solutions will be able to provide reports within a 48 hour period of exact case-volume processing and anomalies per customer.

4.6. *OCourt Security*

The OCourt software is managed by OMIGA Solutions' Network Support Team and is responsible for the physical security, data redundancy, and other aspects of backups and power supply necessary to maintain uptimes that meet the definition of this Service Level Agreement.

OMIGA Solutions is responsible for the SSL certificate used to secure individual customer logins via the web-based interface as well as encryption of the ticketing data within the SQL Server storage environment. OMIGA Solutions is also responsible for the verification of regular data-backups and redundancy that is necessary to avoid any data loss. However, in the case of this system... any lost data may be recovered from multiple sources outside of OMIGA Solutions' control. (Such as Washington State AOC or DES or the customer.)

OMIGA Solutions is also responsible for verifying the secure transmission of the case data associated with the OCourt system to the customer's servers and to AOC's JIS.

OMIGA Solutions will notify the Court Customer within 48 hours in the event of any known security breach or compromise to the integrity of the data. If OMIGA Solutions determines that a username or password of a valid user for Court Customer was utilized during the security breach, we will immediately deactivate the account and change the password prior to notifying the Court Customer, in order to ensure that no further security breaches occur.

4.7. *Bug Reporting/Tracking*

OMIGA Solutions is responsible for tracking all bugs/problems associated with the OCourt software or general processing of OCourt-related tickets from the customer's 3rd-party ticket vendor as needed.

OMIGA Solutions currently uses a system known as "AdminiTrack" to facilitate the reporting of bugs. A username/password may be established for any 3rd-party wishing to provide bug-reports on a 24x7 basis.

Bug reports may be generated from the AdminiTrack system upon request within a 48-hour period.

4.8. *System Outage/Security Reporting*

Due to the complexity and number of systems supporting OCourt processing system, it is difficult to centralize a reporting mechanism to identify all system outages, security-related issues, or other concerns over an extended period of time. However, OMIGA Solutions will provide a regular security bulletin for issues within the OMIGA Solutions server and OCourt environment upon request. OMIGA Solutions cannot provide information about the system functionality or security of non-OMIGA Solutions server environments.

4.9. *Record Transaction Processing Issues:*

In the event, that transaction processing does not occur correctly, customers are notified in one of 2 ways. (1) via email if it is a long-running transaction process. (2) Via user-interface if it is a "real-time" or "near real-time" transaction. Additionally, the OCourt Systems Administrator(s) will also be notified. It is possible to include other members from various roles in these error notifications upon request. Error emails are filtered by the Customer identifier because there could be more than one Court organization using the same system. A configurable customer email address can be associated with each Customer id. In this case, a "customer identifier" is the unique information that identifies customers such as City of Tacoma, City of Fife, City of Lakewood, etc.

5. Cost of Services

5.1. Annual Maintenance Fee (Schedule R, EDocuments)

Scope of OMIGA Solutions 's OCourt system services to Customer shall be performed for a not-to-exceed amount of \$ 9,000. The service fee will cover the maintenance and on-going support of the OCourt Schedule R, Foreign Language Documents, and electronic document system described in sections 2, 3 and 4 of this agreement. The cost of Onboarding includes the first year's resources set up. Invoicing for the Annual Maintenance fee payment will be due during the end of the second year of service for the total of (5) five years ending in 2030. The agreement will renew after the first year annually for the following four (4) years as long as the Customer does not assume responsibility for providing court services for any additional municipality or workload does not substantially increase. OMIGA Solutions reserves the right to review the service fee if the Customer does assume responsibility for providing court services for any additional municipality. The Customer may terminate the agreement at the end of any annual period for any reason. At the end of 5 years, the service fee will be reviewed by OMIGA Solutions to reflect any substantial change in the caseload of the court.

The annual maintenance fee above does not include feature enhancements or future improvements. It is intended solely to cover the services in this agreement and to ensure proper security in accordance with AOC guidelines, industry best-practices, and normal operating procedures. The Maintenance Fee will cover any changes needed to any current form in use by the OCourt program from Legislative Changes for Washington State. Any new forms to be created because of Washington State Legislative decisions will be considered enhancement to the electronic document system and the cost of developing those forms will be at \$500.00 which will be equally shared among the courts actively using the E-Doc program. However, individual customer obligations for Legislative New Forms will not exceed \$50.00.

5.2. Annual Maintenance Fee (collection Modules; Collect R, nCourt API, VRV)

If Collection Modules are purchased, the customer agrees to pay the annual maintenance fee associated with server maintenance and systems maintenance as outlined in the Service Contract for collection modules. This fee is based on the annual number of Transactions processed. There are three different levels of Transaction processing: Light under 11,000 transactions \$1,000, Medium between 11,000 and 28,000 Transactions \$1,200, and Heavy over 28,000 transactions \$2,000.

	Item	Annual Fee	Note
<input checked="" type="checkbox"/>	OCourt	\$7,000	Schedule R and E-Documents
<input type="checkbox"/>	Lobby display	N/A	One time cost
<input type="checkbox"/>	Collect R	N/A	
<input type="checkbox"/>	nCourt API	N/A	
<input type="checkbox"/>	VRV	N/A	
<input type="checkbox"/>	N to Y	N/A	This module requires VRV licensing
<input type="checkbox"/>	Public Access (PAM)	N/A	
<input type="checkbox"/>	e-Filing	0.00	Part of OCourt Maintenance fee for this Agreement Cycle
<input type="checkbox"/>	e-Hearing	0.00	Part of OCourt Maintenance fee for this Agreement Cycle
<input type="checkbox"/>	OSummons	N/A	Jury Management
<input checked="" type="checkbox"/>	Foreign Language forms	2,000	Added addendum

Service Provider and Customer Responsibilities

Role	Responsibilities
OMIGA Solutions	<ul style="list-style-type: none"> • Installs, updates, and configures the physical Electronic Documents, ScheduIR, and synchronization with JIS and Collection modules. (if a product) • Ensures Electronic Documents, ScheduIR, collection modules and synchronization-specific security processes and best-practices are followed • Notifies all partners of any apparent anomalies in data-transfer or ongoing operations • Communicates future enhancements, modifications, or outages to all relevant parties • Maintains data-retention policies
Customer	<ul style="list-style-type: none"> • Responsible for correcting data-entry errors • Provide all digital data-entry including hearing information, e-Doc data, required e-Document case files, and/or other relevant information • Responsible for syncing the hearing or other data periodically from JIS. (Until a real-time data synchronization mechanism can be built and agreed to by AOC.) • Responsible for following system business practices to ensure long-term operational needs • Responsible for accepting valid users, elevating user permissions, and generally removing users that are no longer part of the Court • Responsible for collaborating with OMIGA Solutions system administrators to identify features, functionality, or problems that need to be addressed • Responsible for ensuring proper e-Document signatures and association with relevant hearing and case-types

7. Periodic Review Process

7.1. Overview

This SLA will be reviewed at a minimum once per contract year. Contents of this document may be amended as required, provided mutual agreement is obtained and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

- Document Owner: Mark Meyer
- Review Period: Annually or as requested
- Previous Review Date: Has not Happened New
- Next Review Date: September 31st , 2025(TBD)

7.2. Changes

8. Termination of Agreement Process

This SLA is a dynamic document and will be periodically reviewed and changed when the following events occur:

- The environment has changed. (Cheney is no longer a primer court entity)
- The customer's expectations and/or needs have changed.
- Workloads have changed. (Including processing volumes and capabilities)
- Better metrics, measurement tools and processes have evolved. This agreement shall run for a period of twelve (12) months from the effective date and, **will be reviewed, revised and renewed at the end of this period for an additional 4 years unless** either OMIGA SOLUTIONS or CUSTOMER may terminate the agreement at the end of any annual period for any reason. At the

end of the total of 5 years, the service fee will be reviewed by OMIGA Solutions. to reflect any substantial change in the caseload of the court. Upon termination of this Agreement, OMIGA Solutions shall have no further obligation to provide any services hereunder to Customer.

- e) Cheney decides to take part in the AOC's Tyler/Odyssey project

Termination of this Agreement shall not affect any obligation owed by either party to the other as accrued prior to such termination.

9. Glossary of Terms

- **AOC** – Administrative Office of the Courts.
- **APS** –Automated Payment System
- **OCourt**- OMIGA Solutions' proprietary online web-based business application that streamlines the court processes and integrates with Washington State's AOC JIS system in real time. OCourt has multiple features including case scheduling, E-Forms, Archiving, E-Signature and Lobby display.
- **EA Group** – Enterprise Architecture Group: A governing body or group within the AOC, responsible for the oversight and general design of Information Technology as it relates to the agency.
- **Executive Management** – The ISD Director or other management entity responsible for overseeing the agency Information Services budget and project selection.
- **ISD** – Information Services Division: A division within the AOC responsible for the maintenance and development of Information Technology Software and Hardware.
- **JIS** - Judicial Information Systems
- **PMO** – Project Management Office; the organization responsible for the oversight and direct management of projects within the AOC.
- **SSL** - Secure Sockets Layer; a protocol designed to provide secure communications over the Internet using asymmetric key encryption.

10. Acceptance and Authorization

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have accepted and authorized execution of this Service Contract.

City of Everett

OMIGA Solutions.

Cassie Franklin

Full name

Mark Meyer

Full name

Mayor

Title

President

Title

Signature

Signature

Date

Date

Amendment – Translated Forms

This amendment to the OCourt SLA with Everett Municipal Court herein after called “court” provides court access to the universal translated forms as presented through OCourt. Any special and one-off requests will need to go direct to Omiga Solutions for determination.

This amendment and the Translated Forms fee covers ALL legislative changes only to the translated forms that are currently in the forms library within OCourt. Should legislative changes impact Translated Forms in such a way as to create new form(s) those new forms are not covered unless recommended by the Translated Forms committee and accepted by Omiga Solutions. However, due to the process involved there may be a lag time for the translations and verification of the translations. It is estimated the lag time to convert from approved English forms to Translated forms may take an additional 2 weeks. But complications in the process may take longer. In which case Omiga Solutions will provide a projected launch date for the updated forms.

The Translated Forms fee also covers the creation of more translated forms in 2024 and the addition of more languages to the library. The launch of new forms/languages will be in Q4 of the calendar year due to the release of Legislative Changes and accommodating that schedule. This is subject to change based on the recommendations of the Translated Forms committee. The committee is a small group of OCourt users who will comprise the Translated Forms committee and Omiga is committed to supporting their recommendations. The fee for Translated Forms will be \$2,000 per year. This fee is separate from other fees the court is paying Omiga Solutions and is payable in January of the year in which it is applicable. I.e., January 2024 payment covers calendar year 2024.

_____	<u>September 1, 2023</u>	<u>Mark W. Meyer</u>
Omiga Solutions, LLC	Date	Printed Name

_____	_____	<u>Cassie Franklin</u>
Authorizing Signature	Date	Printed Name
(City of Everett)		

Not-to-exceed deliverable

Customer Name	<i>City of Everett - Courts</i>
Key Contact	<i>Sharon Whittaker</i>
Project	<i>OCourt Schedule R/ E Documents</i>
Onboarding Begin date	<i>Date of this signed document</i>
Onboarding End date	<i>Within 90 days of Onboard begin date</i>
Service Start Date	<i>Within 90 days of Onboard begin date</i>
Service End Date	<i>January 31st, 2030 (estimate) (Please read Service Level Agreement document for more details)</i>

SCHEDULE OF TASKS

Work Item description	Delivery schedule (Business days)	Cost
<i>Setup Scheduler</i>	<i>15</i>	<i>\$9,000</i>
<i>Setup E-Docs module</i>	<i>30</i>	<i>\$27,000</i>
<i>Foreign Language Module</i>	<i>5</i>	<i>\$2,000</i>
<i>Setup FTP transfer</i>	<i>5</i>	<i>0</i>
<i>Total Cost</i>	<i>55</i>	<i>\$38,000</i>

OBJECTIVE

Everett desires to have in-place a case processing system to efficiently manage court hearing schedule, update JIS from Hearings manager, maintain a library of dynamic court forms that auto populate with defendant information based on JIS records. The system will give real time access to Judges, Clerks, Prosecutors and Defendants live in the court room setting and allow all parties to sign case forms electronically. The forms will then be stored in the courts document storage system and automatically update into JIS.

OMIGA Solutions LLC. has developed technology to better integrate Washington State's Courts of Limited Jurisdiction case management system, JIS, with each individual Court's internal systems and vendors.

SUCCESS CRITERIA

Project Success Criteria is defined as delivery of a web application and services enabling specific business capabilities, as follows:

- Scheduled events in Hearing Wizard are automatically added in JIS*
- Scheduling of events within the Hearing Wizard allows creating events with automatic inclusion of Defendant, Case Number, etc (previously manually added data within Outlook)*
- Selecting a hearing will allow you to click on a Case # and view all documents currently associated with that Case.*

- *Document storage solution will be integrated into the case-file management interface to seamlessly leverage Court's existing document storage capabilities.*
- *Document templates are defined and available within the OCourt system via a popup window when creating new documents.*
- *Document templates can be populated automatically with the data from the various JIS screens by choosing "Insert Case # Information".*
- *Pre-populated template data and manually entered data will be stored on the server for future document template generation during a hearing.*
- *Documents can be edited and concurrently viewed between various parties during a courtroom hearing.*
- *Court clerks can organize and distribute documents and package them with non-generated documents as part of a comprehensive case-file for any hearings that are scheduled.*
- *Documents can be "saved" back to the Court's document storage solution of choice.*
- *Document archives can be reviewed and searched.*
- *Documents can be electronically signed by Judge, Prosecutor, Public Defense and defendants within Everett Jail.*
- *Documents can be electronically signed by Everett staff as needed.*

Project success functionality can be described as the ability to:

System

- *Display and maintain an up to date schedule of all cases by day/court room*
- *Display open/close cases throughout the proceeding*
- *Maintain a Court Forms library with ability to add/edit/remove forms*
- *Ability to attach forms to either one or more cases*
- *Ability to dynamically modify form based on form field values*
- *Ability to extract case metadata from JIS and populate forms*
- *Ability to collect signatures from an input source like Mouse, Touchscreen and Topaz Signature pad.*
- *Ability to lock a file when judge signs the document*
- *Maintain an audit by user and action*
- *Ability to convert forms into PDF format*
- *Ability to update JIS*

Administration

- *Add/Edit/Remove users and assign roles to users*

- *View Dashboard information with all case information, electronic document activity, document archival status*
- *Maintain backend/lookup tables like Judge, Courtroom and contacts*
- *Ability to main the Form library and JIS hearing type codes*
- *All the ability to perform actions mentioned in Clerk role*

Clerk

- *View court schedule*
- *Add, remove or reschedule case*
- *Batch reschedule case from Schedule*
- *View forms library*
- *Add form(s) related to case*
- *Update forms content*
- *Make forms viewable by others*
- *Mark the form as reviewed*
- *Update JIS*

Judge

- *View court schedule*
- *View open cases*
- *Dashboard to view all the work in progress forms*
- *Ability to view and edit case forms*
- *After judge signs the form will be locked*
- *After form is locked only judge can sign the document*
- *Ability to Sign the forms*

Prosecutor

- *View court schedule*
- *View open cases*
- *View/pick from forms library*
- *Add/submit form(s) related to case*
- *Email the document to their contact ID's*
- *View/edit case forms*
- *Sign forms*

Public defendant/Attorney

- *View court schedule*
- *View open case/forms*

- *Email the document to their contact ID's*
- *Submit forms*
- *Ability to e-Sign forms*

Everett's Defendant

- *View forms made available by Clerk*
- *Ability to e-Sign electronic forms*

ASSUMPTIONS

OMIGA Solutions assumes the following:

- 1. Everett will continue to work with OMIGA Solutions to resolve any roadblocks associated with the product.*
- 2. OMIGA Solutions will be providing the document storage integration per agreements with Everett.*
- 3. OMIGA Solutions will continue to develop as much of the solution as possible on its own servers so that enhancements, feature upgrades, and bug fixes can be shared with all other customers of OMIGA Solutions. provided separately by OMIGA Solutions*
- 4. The court agrees to pay the annual maintenance fee as outlined in the SLA (Service Level Agreement). The SLA outlines the costs and expectations associated with maintaining the software and data-integrity standards imposed on OMIGA Solutions by the Administrative Office of the Courts (AOC) and Everett's own standards.*

Security Agreement

In the case of a data breach of personal customer information through OMIGA Solutions Inc.'s systems, OMIGA Solutions Inc. would be responsible for notifying customers of the data breach.

Costs and Payment Schedule

- *Everett agrees to fund \$38,000 for the total effort due within thirty days after implementation of the services to Everett Municipal Court.*
- *After the first year of service, Everett agrees to pay \$9,000 annually, the maintenance fee, associated with server maintenance and systems needs as outlined in the Service Level Agreement. This fee does not include*

future enhancements or future improvements. This fee is intended solely for ensuring proper security; according to AOC guidelines, industry standards, and normal operating procedures.

Master Services Agreement

This statement of work is subject to the terms stated in the Master Services Agreement effective November 1st, 2023. Any other terms and conditions to the contrary are null and void.

Acceptance and authorization

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

City of Everett

OMIGA Solutions LLC.

Cassie Franklin

Mark Meyer

Full name

Full name

Mayor

President

Title

Title

Signature

Signature

Date

Date

1. **Applicability.** Each quotation and/or OMIGA SOLUTIONS INC. Statement of Work together with this Master Services Agreement (“Offer” or “Agreement”) is an offer by Omiga Solutions Inc. (“**OMIGA SOLUTIONS**”) to the City of Everett. (“**CUSTOMER**”) to sell to CUSTOMER the professional services performed by OMIGA SOLUTIONS and to enter into the agreement that the offer describes.
2. **Acceptance.** Each Offer shall be deemed accepted upon the terms and conditions of such Offer by CUSTOMER by written acknowledgement or by the issuance to OMIGA SOLUTIONS of a purchase order or other acceptance document. Acceptance is expressly limited to these terms and conditions. No purported acceptance of any Offer on terms and conditions which modify, supersede, supplement or otherwise alter these terms and conditions, whether contained in CUSTOMER’s purchase order or other acceptance document, shall be binding upon OMIGA SOLUTIONS and such terms and conditions shall be deemed rejected and replaced by these terms and conditions unless CUSTOMER’s proffered terms or conditions are accepted and physically signed in writing by OMIGA SOLUTIONS. Notwithstanding any contrary provision in CUSTOMER’s purchase order or other acceptance document, commencement of work by OMIGA SOLUTIONS shall not constitute acceptance of CUSTOMER’s terms and conditions.
3. **Limited Warranty and Acceptance of Services.** The Services will be performed by OMIGA SOLUTIONS in a manner consistent with good practice in the computer services industry. All Service deliverables will be deemed accepted by CUSTOMER if not rejected in a reasonably detailed writing within fifteen (15) days of submission to CUSTOMER. In the event the Services are not in conformance with this warranty and are rejected as specified above, OMIGA SOLUTIONS will supply commercially reasonable services to correct or replace the work at no charge to the CUSTOMER. THIS IS CUSTOMER’S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY relating to Services.
4. **Service Warranty Disclaimer. OMIGA SOLUTIONS MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE SERVICES (other than the limited and exclusive warranty provided for Services under Section 3). OMIGA SOLUTIONS DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE Services, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
5. **Intellectual Property for Services.**
 - (a) Upon payment in full for all charges under this Agreement, OMIGA SOLUTIONS will grant CUSTOMER such rights, title, and interest it may own to the software and documentation developed by OMIGA SOLUTIONS specifically for CUSTOMER under this Agreement subject to the following limitation. OMIGA SOLUTIONS retains a world-wide, unlimited, perpetual and royalty free right to (i) copy and use the software and documentation internally for any purpose; (ii) copy and distribute to third party’s software which performs a general utility function; and (iii) use for any purpose any concepts, ideas, or techniques resulting from the development of the software and documentation by OMIGA SOLUTIONS.



- (b) OMIGA SOLUTIONS grants to CUSTOMER all right, title, and interest in the software and documentation that is an enhancement to or modification of existing software or documentation on all of the CUSTOMER's computer systems.
 - (c) Any OMIGA SOLUTIONS software, equipment or consulting, programming, or management tools which may be furnished or utilized by OMIGA SOLUTIONS in the performance of these services shall remain the property of OMIGA SOLUTIONS and shall be immediately returned to OMIGA SOLUTIONS, upon its request or upon completion of the Services.
- 6. **Service Work Assignments.** OMIGA SOLUTIONS retains the right to assign such personnel, including subcontractors, as it deems appropriate to the performance of Services under the Agreement.
- 7. **CUSTOMER Coordination for Services.** CUSTOMER will provide a primary point of contact and make available all technical matter, data, information, operating supplies, and computer system(s), as reasonably required by OMIGA SOLUTIONS. OMIGA SOLUTIONS will assign a primary contact person for the Services.
- 8. **Price and Payment.** Pricing is outlined in the SOW. The prices in this Agreement are exclusive of all applicable taxes, duties, licenses, and tariffs levied upon the sale, purchase or delivery of the Services which remain the CUSTOMER's obligation. Prices quoted are firm for thirty (30) days following the quote unless otherwise provided on the Offer. Except for COD accounts that are due on delivery, payment is due forty-five (45) days from the date of the invoice which will be after the services has been received and accepted by the Customer. All payments will be made in US currency. Out of pocket expenses will be charged as pre-approved by client and incurred. Unless expressly provided to the contrary, items designated by OMIGA SOLUTIONS as estimates are estimates only and are not binding commitments. CUSTOMER will pay interest in the amount of one-half percent (.5%) per month, or the maximum allowed by law whichever is lower, on any outstanding balance owed.
- 9. **Confidential Information.** Written and oral information designated as confidential by either party whether before or after the effective date of this Agreement shall be held in strict confidence and used only for purposes of this Agreement. Except as required by law, no confidential information, including the provisions of this Agreement, shall be disclosed without the prior written consent of the party designating the information as confidential. If either party is required to disclose any confidential information of the other party, the party so required shall notify the other party immediately. This section shall not apply to information, which is (i) in the public domain, (ii) already known to the recipient, (iii) developed independently or (iv) received from a third party without similar restriction and without breach of this or a similar agreement.
- 10. **Export.** CUSTOMER acknowledges that it is responsible for complying with (and agrees to comply with) all applicable export and re-export control laws and regulations, including, without limitation, the Export Administration Regulations maintained by the United States Department of Commerce. Specifically, CUSTOMER covenants that it shall not -- directly or indirectly -- sell, export (including without limitation any deemed export as defined by applicable law), re-export, transfer, divert, or otherwise dispose of any Service deliverable to any country (or national thereof) subject to anti-terrorism controls, U.S. embargo, encryption technology controls, or any other person, entity (or utilize any such person or entity in connection with the activities listed above), or destination prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. CUSTOMER certifies, represents and warrants that no Service shall be used for any military or defense purpose, including, without limitation, being used to design, develop, engineer, manufacture, produce, assemble, test, repair, maintain, modify, operate, demilitarize, destroy, process, or use military or defense articles.
- 11. **Notwithstanding any provision of IT services or designs by OMIGA SOLUTIONS, CUSTOMER**



acknowledges that it is not relying on OMIGA SOLUTIONS for any advice or counseling on such export control requirements. The Parties agree to indemnify, to the fullest extent permitted by law, each other from and against any fines, penalties and reasonable attorney fees that may arise as a result of a Party's breach of this Section.

12. **Public Records.** CUSTOMER is subject to the Washington Public Records Act, RCW Chapter 42.56. If records that include "Confidential Information," as defined here, are responsive to a request for public records received by CUSTOMER, CUSTOMER will notify OMIGA SOLUTIONS of the request for public records and give OMIGA SOLUTIONS 10 calendar days to obtain and serve on CUSTOMER a court order preventing release of such records. If no such court order is served on CUSTOMER, CUSTOMER may release such records notwithstanding any obligation of CUSTOMER to keep such records confidential.
13. **Limitation of Liability. NO MONETARY RECOVERY IS AVAILABLE FROM OMIGA SOLUTIONS FOR WARRANTY CLAIMS.**
14. **Cancellation of Order.** CUSTOMER may cancel for good cause or for reasons out of the CUSTOMER's control, such as budgetary constraints. Except as otherwise provided herein, CUSTOMER may, with forty-five (45) days written notice, beginning the second day after mailing the notice, terminate this Agreement in whole or in part. If CUSTOMER cancels this Agreement, CUSTOMER must provide reimbursement to OMIGA SOLUTIONS for all work and services already completed.
15. **Additional Contractual Rights for Default.** If CUSTOMER defaults in performance of any obligation under this Agreement, including the payment of any amount due, OMIGA SOLUTIONS may, at its option, suspend performance, require prepayment, or terminate its performance and collect payment for all Services provided up to the date of termination. If OMIGA SOLUTIONS defaults in performance of any obligation under this Agreement CUSTOMER may, at its option, suspend performance of the Agreement or terminate the Agreement.
16. **Attorney Fees.** The prevailing party in any action to enforce the terms of this Agreement shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.
17. **Publication.** OMIGA SOLUTIONS agrees to make no reference to the CUSTOMER in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the CUSTOMER.
18. **Indemnification.** CUSTOMER agrees to defend, at its expense, and to indemnify OMIGA SOLUTIONS against any award of damages and costs based on the claim that any materials or documentation provided by CUSTOMER to OMIGA SOLUTIONS during this engagement infringes a U.S. patent, copyright or other intellectual property right of any third party. To the greatest extent allowed by law OMIGA SOLUTIONS shall defend, indemnify and hold the CUSTOMER, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the OMIGA SOLUTIONS and the CUSTOMER, its officers, officials, employees, and volunteers, the OMIGA SOLUTIONS' liability hereunder shall be only to the extent of the OMIGA SOLUTIONS' negligence and CUSTOMER's liability hereunder shall be only to the extent of CUSTOMER'S negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the OMIGA SOLUTIONS' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
19. **Governing Law.** These Terms and Conditions will be construed in accordance with the laws of the State of Washington. All legal claims must be filed in King County Superior Court.



20. **No Waiver.** The failure of either party to insist upon strict performance of any of the provisions of the Terms and Conditions will not be deemed a waiver of any breach or default. The remedies provided to OMIGA SOLUTIONS hereunder are not a waiver of the remedies of OMIGA SOLUTIONS under applicable law.
21. **Severability.** If any provision of the Agreement is unenforceable as a matter of law, all other provisions will remain in effect.
22. **Excusable Delay.** OMIGA SOLUTIONS will not be liable for any delay or failure of performance whatsoever due to acts of God, earthquakes, shortage of supplies, transportation difficulties, labor disputes, riots, war, fire, epidemics, or other circumstances beyond OMIGA SOLUTIONS's control.
23. **Insurance.** OMIGA SOLUTIONS agrees for the duration of this contract to procure and maintain insurance against claims for injuries to persons or damage to property which may arise from or in connection with OMIGA SOLUTIONS's services supplied to the Customer. OMIGA SOLUTIONS's maintenance of insurance as required by this agreement shall not be construed to limit the liability of OMIGA SOLUTIONS to the coverage provided by such insurance, or otherwise limit the Customer's recourse to any remedy available at law or in equity. OMIGA SOLUTIONS agrees to procure and maintain a Commercial General Liability insurance that shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The Customer shall be named as an additional insured under OMIGA SOLUTIONS's Commercial General Liability insurance policy using ISO Additional Insured-Contractor's Endorsement CG 20 15 or a substitute endorsement providing equivalent coverage. Commercial General Liability insurance shall be written with limits of no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$2,000,000 products liability aggregate limit. The insurance coverage shall be the primary insurance as respect to the Customer. Any insurance, self-insurance, or insurance pool coverage maintained by the Customer shall be excess of OMIGA SOLUTIONS's insurance and shall not contribute with it. OMIGA SOLUTIONS's insurance shall be endorsed to state that the coverage shall not be cancelled by either party, except after thirty (30) DAYS prior written notice by certified mail, return request, has been given to the Customer. The said insurance is to be placed with insurers with a current A.B. Best rating of not less than A: VII. OMIGA SOLUTIONS will furnish the Customer with the original certificate and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of this contract before security services will commence and be accepted by the Customer.
24. **Entire Agreement.** These terms and conditions along with the Offer constitute the entire agreement between the parties as to the sale Services and supersede all prior or current written or oral statements, representations, negotiations, agreements and understandings.

Omiga Solutions Inc.

City of Everett

Authorized Signature

Authorized Signature

Name: Mark W. Meyer

Name: Cassie Franklin

Title: President

Title: Mayor

Date:

Date:

**ADDENDUM
(WASHINGTON STATE TRANSPARENCY LAWS)**



Vendor:	Omiga Solutions LLC.
Agreement:	Everett Omiga Solutions OCourt Application

The City of Everett and the above Vendor are parties to the above Agreement. Regardless of anything to the contrary in the Agreement, Vendor agrees as follows:

1. The Agreement does not require the City to keep confidential or otherwise refrain from disclosing anything that is determined by the City Clerk to be subject to disclosure under the Washington Public Records Act, chapter 42.56 RCW.
2. The Agreement does not require the City to destroy or return anything that is subject to retention requirements established by the Washington Secretary of State or established by applicable law.
3. The Agreement does not require the City to have any City employee sign any agreement.
4. The Agreement itself (and its related amendments, purchase orders, scopes of work, service orders or similar documents stating work to be done for the City or pricing for the City) are never confidential and may at any time be posted to the City's public website.

Signature on this Addendum may be by ink, pdf, email, fax, electronic signature or other electronic means, any of which is fully effective.

VENDOR:

By: _____

Printed Name: Mark W. Meyer

Title: President

Email Address of Signer: **Mark.Meyer@omigasolutions.com**

**ADDENDUM
(CLOUD/OFFSITE HOSTING)**

Vendor:	Omiga Solutions LLC.
Agreement:	Everett Omiga Solutions OCourt Application

Definitions:

- Zero Trust Services Criteria - Zero trust assumes there is no implicit trust granted to assets or user accounts based solely on their physical or network location. Authentication and authorization (both subject and device) are discrete functions performed before a session to a resource is established.

The City of Everett (City) and the Vendor are parties to the Agreement as shown in the table above. Regardless of anything to the contrary in the Agreement, the Vendor agrees as follows:

- 1. Compliance Requirements:** The Vendor will run a cybersecurity audit on the OCourt application, annually. Any areas that may have poor ratings the vendor will take steps to improve. The vendor will inform the City of any major risks identified as part of the cybersecurity audit.
- 2. Data Ownership:** The City shall own all right, title and interest in its data related to the Agreement with the exception of any Intellectual Property of the OCourt application which is retained by Omiga Solutions. The Vendor shall not access City User accounts, or City Data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at City's written request.
- 3. Confidentiality:** The Vendor's Personnel and contractors shall protect the confidentiality of City data and shall not disclose any City data to any third party without the City's prior written consent. The Vendor shall maintain appropriate security measures to protect City data from unauthorized access, use, or disclosure.
- 4. Data Protection:** Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Vendor to ensure that there is no inappropriate or unauthorized use of City data at any time. To this end, the Vendor shall safeguard the confidentiality, integrity, and availability of City data and comply with the following conditions:

- a. All data obtained by the Vendor from the City or from affiliates of the City under the Agreement shall become and remain property of the City.
 - b. At no time shall any data or processes which either belongs to or are intended for the use of City or its officers, agents, or employees, be copied, disclosed, or retained by the Vendor or any party related to the Vendor for subsequent use outside of this agreement unless such use is authorized by the City in writing.
- 5. Data Location:** The Vendor shall not store or transfer non-public City data outside of the United States. This includes backup data and disaster recovery locations. The Vendor will permit its personnel and contractors to access City data remotely only as required to provide technical support.
- 6. Encryption:**
- a. The Vendor shall encrypt all non-public data in transit regardless of the transit mechanism.
 - b. For engagements where the Vendor stores sensitive personally identifiable which are non-public or otherwise confidential information, this data shall be encrypted at rest. Examples of such information include without limitation: social security number, date of birth, driver's license number, financial data, federal/state tax information, and hashed passwords. The Vendor's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2, Security Requirements.
Where encryption of data at rest is not possible, Vendor must provide to the City a description of its existing security measures that provide a similar level of protection.
- 7. Breach Notification and Recovery:** The City requires public breach notification when citizens' personally identifiable information is lost or stolen. Additionally, unauthorized access or disclosure of non-public data is considered to be a breach. The Vendor will provide notification without unreasonable delay and all communication shall be pre-coordinated with the City. When the Vendor or their subcontractors are responsible for the loss, the Vendor shall bear all costs associated with the investigation, response and recovery from the breach, including without limitation credit monitoring services with a term of at least 3 years, mailing costs, website, and toll free telephone call center services. The City rejects any limitation on liability that purports to relieve a vendor from its own negligence or to the extent that it purports to creates an obligation on the part of the City or State of Washington to hold a vendor harmless.

- 8. Notification of Legal Requests:** The Vendor shall notify the City upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to, the data of the City, unless prohibited by law from providing such notice. The Vendor shall not respond to subpoenas, service of process, and other legal requests related to the City without first notifying the City and providing the City a reasonable opportunity to respond, unless prohibited by law from providing such notice and opportunity.
- 9. Termination and Suspension of Service:** In the event of termination or expiration of the Agreement, the Vendor shall implement an orderly return of City data in CSV or XML or another mutually agreeable format. The Vendor shall guarantee the subsequent secure disposal of City data.
- a. *Suspension of services:* During any period of suspension or contract negotiation or disputes, the Vendor shall not take any action to intentionally erase any City data.
 - b. *Termination or Expiration of any services or Agreement in entirety:* In the event of termination or expiration of any services or the Agreement in entirety, the Vendor shall not take any action to intentionally erase any City data for a period of 90 days after the effective date of the termination/expiration. After such 90-day period, the Vendor shall have no obligation to maintain or provide any City data and shall thereafter, unless legally prohibited, dispose of all City data in its systems or otherwise in its possession or under its control as specified in section 9.d below. Within this 90-day period, Vendor will continue to secure and back up City data covered under the Agreement.
 - c. *Post-Termination Assistance:* The City shall be entitled to any post-termination assistance generally made available with respect to the services provided under the Agreement unless a unique data retrieval arrangement has been established as part of the Agreement or otherwise agreed in writing by the Vendor and the City.
 - d. *Secure Data Disposal:* When requested by the City or when required under section 9.b above, the Vendor shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods, and certificates of destruction shall be provided to the City.
- 10. Background Checks:** The Vendor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Agreement who have been convicted of any crime of

dishonesty, including, but not limited to, criminal fraud. The Vendor shall promote and maintain awareness of the importance of securing the City's information among the Vendor's contractors, employees and agents.

11. Security Logs and Reports: The Vendor shall allow the City access to system security logs that affect the engagement under the Agreement, its data and or processes when a specific request is made. This includes the ability for the City to request a report of the records that a specific user accessed over a specified period of time.

12. Subcontractor Disclosure: The Vendor shall identify to City technical staff all of its strategic business partners related to services provided under the Agreement, including, but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Vendor, who will be involved in any application development and/or operations.

13. Third-Party Vendors: The Vendor may use third-party vendors to provide services to City. The Vendor must ensure that any third-party vendor maintains the same level of Zero Trust Services Criteria compliance while working with the OCourt application.

14. Business Continuity: The Vendor will maintain a comprehensive continuity of operations plan consistent with Zero Trust Services Criteria compliance requirements and will regularly review and update the plan as necessary. The Vendor will provide the City with notice of any changes to the continuity plan that may impact the City's use of the services under the Agreement.

- a. In the event of a disruption of the Vendor's operations, the Vendor will use commercially reasonable efforts to restore service as soon as possible, consistent with Zero Trust Services Criteria compliance requirements.
- b. The Vendor will conduct regular tests of its continuity of operations plan to ensure that it is effective and up-to-date.

15. Operational Metrics: The Vendor and the City technical staffs shall reach agreement on operational metrics and document these metrics in the Agreement or elsewhere in writing. Examples include, but are not limited to:

- a. Advance notice and change control for major upgrades and system changes
- b. System availability/uptime guarantee/agreed-upon maintenance downtime
- c. Recovery time objective/recovery point objective
- d. Security vulnerability scanning

16. Third Party Supplier Access to City Data: The Vendor will provide an initial list of suppliers with access to City data and maintain the list for the duration of the Agreement. The Vendor will notify the City within 90 days of any change to the supplier list.

This Addendum is part of the Agreement. In the event of any inconsistency between provisions of the Agreement and this Addendum, the provisions most stringent on the Vendor shall control.

Signature on this Addendum may be by pdf, email, fax or other electronic means, in which case such signature(s) will have the same effect as an original ink signature.

VENDOR:

By: _____

Printed Name: Mark W. Meyer

Title: President

Project title: Call for Bids – Port Gardner Storage Facility Site Demolition Project

Council Bill #

Agenda dates requested:

11/8/23

Briefing

Proposed action

Consent ☒

Action

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Department(s) involved:

Public Works

Contact person:

Souheil Nasr

Phone number:

425-257-7210

Email:

zbrown@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Call for Bids

Project: Port Gardner Storage Facility Site Demolition

Partner/Supplier: None

Location: West Marine View Drive

Preceding action: Plans & Systems Ordinance, Design PSA

Fund: Fund 336 – Water & Sewer System Improvements Fund

Fiscal summary statement: Project funding is provided by Fund 336 – Water & Sewer System Improvements Fund. The approved budget for the project is \$39,600,000.00.

Project summary statement: Public Works seeks authorization to call for bids for the Port Gardner Storage Facility Site Demolition project.

The former Kimberley-Clark Wastewater Treatment Plant is being repurposed to serve as the City's future Port Gardner Storage Facility (PGSF). The PGSF project is being implemented in two projects, demolition and storage facility construction. The demolition project generally consists of bulk removal of existing infrastructure that will not be repurposed as part of the ultimate PGSF site.

The Engineer's estimate for the PGSF Site Demolition is \$5,476,138.00.

Recommendation (exact action requested of Council): Authorize call for bids for the completion of the Port Gardner Storage Facility Site Demolition project.

Project title: Safe Streets for All (SS4A) Safety Action Plan grant agreement with the Puget Sound Regional Council.

Council Bill #

Agenda dates requested:

November 8, 2023

Briefing

Proposed action

Consent ☒

Action

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Proposed Agreement

Department(s) involved:

Public Works, Legal

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

thood@everettwa.gov

Project: Safe Streets for All (SS4A)

Partner/Supplier: Puget Sound Regional Council (PSRC)

Location: Citywide

Preceding action: None

Fund: 024 – Engineering and Public Services

Fiscal summary statement:

Funding for this Safety Action Plan will be a \$788,363 Federal grant award and local matching funds of \$197,090 from Fund 024 – Engineering and Public Services for a total programmed available funding of \$985,453.

Project summary statement:

The Public Works Department was successful in obtaining a grant from the Puget Sound Regional Council (PSRC) to develop and implement a Safe Streets for All (SS4A) Safety Action Plan to prevent roadway deaths and serious injuries.

Funding provided by this agreement includes data collection and analysis, a review of existing policies and governing documents, public outreach and engagement with community stakeholders, policy development and prioritization of safety projects.

The final Safety Action Plan will be used as a guiding document to seek grant funding for the design and construction of roadway safety projects.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Safe Streets for All (SS4A) Safety Action Plan grant agreement with the Puget Sound Regional Council.

Initialed by:

RLS

Department head

Administration

Council President



**Subaward Agreement Between
Puget Sound Regional Council
and
City of Everett
for
Safe Streets and Roads for All (SS4A) Safety Action
Plan**

Date Entered into Agreement: July 28, 2023

Subaward Agreement #: 2023-10

1.0. SUBAWARD AGREEMENT

Pass-through Entity (PTE): Puget Sound Regional Council		Subrecipient: City of Everett	
Subaward Period of Performance: Start: 07/28/23 End: 12/31/25		Amount Funded: \$788,363	Subaward Agreement #: 2023-10
Federal Awarding Agency: US Department of Transportation		FAIN: 693JJ32340054	
Federal Award Issue Date: 05/19/2023		Total Amount of Matching Funds: \$197,091	
ALN No. and Name: 20.939, Safe Streets and Roads for All			
Project Title: City of Everett Safe Streets and Roads for All (SS4A) Safety Action Plan			
R & D Award <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Unique Entity ID #UGE7DAT5RDZ3	

This SUBAWARD (hereinafter the "Award"), is made and entered into this twenty eighth day of July, 2023 by and between the Pass-through Entity, Puget Sound Regional Council, (hereinafter "PSRC") and Subrecipient, City of Everett (hereinafter "EVERETT"), and supports the work described in the approved final scope of work, which is incorporated by reference into this Award and attached in Exhibit A. All work on this project should be consistent with the *Authorized Scope of Work* unless modified by the appropriate authority as described in 4.2 below.

PSRC is a Metropolitan Planning Organization under federal law (23 USC 134) and a Regional Planning Transportation Planning Organization under state law (RCW 47.80) and has all powers necessary for the performance of the work and obligations of this Agreement, and has the authority to contract with member and non-member agencies for special services; and

EVERETT is a US Local Government under state law (RCW 43.21C.120) and has all powers necessary for the performance of the work and obligations of this Agreement;

The U.S. Department of Transportation (hereinafter the "USDOT"), has expressly consented to this Award; and

NOW, THEREFORE, in consideration of the covenants, assurances and mutual promises herein the Parties agree as follows:

2.0. DESIGNATED REPRESENTATIVES

To ensure effective intergovernmental cooperation and efficiencies, the Parties each designate a representative (the "Designated Representative") who shall be responsible for coordination of communications between the Parties and shall act as a central point of contact for each Party. The Designated Representatives shall each be responsible for the administration and performance of the Scope of Work of this Award, as well as ensuring that schedule, budget, and funding limitations of this Agreement are satisfied. Each Designated Representative is also responsible for coordinating the input and work of its respective governmental agency or department staff, consultants and contractors as it relates to the scope of this Agreement.

A Party may change its Designated Representative by written notice to the other Party. Each Party's Designated Representative is named below with the individual's contact information.

PSRC Designated Representative. The Designated Representative for PSRC is Gary Simonson. They may designate other staff as the principal contact for daily work coordination. All official correspondence concerning this Agreement shall be directed to the Designated Representative at the following address:

Puget Sound Regional Council
Attn: Gary Simonson, Senior Planner

Phone: (206) 971-3276
Fax: 206-587-4825

1011 Western Avenue, Suite 500
Seattle, WA 98104

Email: gsimonson@psrc.org

EVERETT Designated Representative. The Designated Representative for EVERETT is Corey Hert. They may designate other staff as the principal contact for daily work coordination. All official correspondence concerning this Agreement shall be directed to the Designated Representative at the following address:

City of Everett
Attn: Corey Hert
Title: City Traffic Engineer
3200 Cedar St
Everett, WA 98201

Phone: (425) 257-8887

Fax: (425) 257-8882

Email: chert@everettwa.gov

3.0. TERMS AND CONDITIONS

3.1. In its performance of this Subaward Agreement, EVERETT shall be an independent entity and not an employee or agent of PSRC.

3.2. EVERETT must obtain the prior written approval of PSRC whenever any programmatic changes are anticipated, including but not limited to the following:

- a) Any revision of the Scope of Work or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).
- b) Changes in key persons in cases where specified in an application or a grant award. In research projects, a change in the project director or principal investigator shall always require approval unless waived by the USDOT.
- c) Under non-construction projects, contracting out, subgranting (if authorized by law) or otherwise obtaining the services of a third party to perform activities, which are central to the purposes of the award.
- d) Transfer of budgeted amounts.
- e) No-cost extensions.

3.3. Governmentwide Debarment and Suspension

EVERETT shall comply with the provisions of 2 C.F.R. Part 200, Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Award", Section I, (published in the Federal Register on December 26, 2013, 78 FR 78608), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

EVERETT (and all subcontractors, if any) must maintain current registration in the System for Award Management (www.sam.gov) at all times during which they have active federal awards or subawards, including for this Agreement.

3.4. Indemnification

To the extent permitted by law, each Party to this Agreement shall indemnify the other Party and its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damages to property, which arise out of, or in any way result from, due to, any acts or omissions of the indemnifying Party in the implementation of this Agreement or any agreement between EVERETT and its subcontractor(s).

No Party shall be required to indemnify the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the Party seeking indemnification.

Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence.

Each Party by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

This indemnification shall survive the termination of this Agreement.

3.5. Compliance with Federal Award Obligations. The Award is subject to, and EVERETT shall comply with, the terms and conditions of the Award and the [Department of Transportation General Terms and Conditions](#) (February 8, 2023) (see attachments 1 and 2), including all applicable statutes, regulations, executive orders (E.O.s), Office of Management and Budget (OMB) circulars, provisions of the OMB *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (codified at 2 C.F.R. Part 200) (OMB Uniform Guidance), and approved applications.

EVERETT is also a party to the award, and the parties want EVERETT to carry out certain Project components with PSRC's assistance, financial management, internal controls, and oversight as described in Article 17 of this agreement. PSRC, as a pass-through entity, shall monitor the activities EVERETT in compliance with 2 C.F.R. 200.332(d) with respect to a subrecipient's performance of work under a subaward of this SS4A Grant.

4.0. BUDGET & PAYMENT PROCEDURE

4.1. Budget

The estimated budget to accomplish the tasks described in the Scope of Work for this is incorporated in Exhibit B of this Agreement. This budget reflects the Parties' best estimates of the amounts that may be required to accomplish the total work under this Agreement. Actual amounts reimbursable shall be based on actual work performed. In the event it is determined that the Scope of Work has been accomplished by EVERETT for a lesser amount, PSRC shall only pay reimbursements for documented costs. In no event shall EVERETT be paid for costs that are not documented pursuant to the requirements of this Agreement.

4.2. Payments/Invoices

PSRC shall reimburse EVERETT not more often than monthly for costs incurred in the performance of this Award, which are determined to be allowable, allocable, & reasonable in accordance with 2 CFR Part 200. All invoices shall be submitted using EVERETT's standard invoice, but at a minimum shall include current and cumulative costs, subaward number, and certification (Exhibit C), as required in 2 CFR 200.415 (a). PSRC shall not transfer nor be obligated to transfer any funds in advance of its approval of such requests.

Documentation of all expenses eligible for reimbursement shall be maintained by EVERETT and shall, upon request by PSRC, be provided prior to reimbursement as required by this Award. All invoices presented for payment shall include a reasonable description of the tasks performed that correspond to the amounts invoiced.

To assure payment processing in a timely manner, EVERETT shall submit all invoices, required reports, and documentation to the attention of:

PSRC
Attn: Patty Mosure
1011 Western Ave, Suite 500
Seattle, WA 98104
206-971-3291

PSRC's shall review and pay reimbursable amounts within 45 days of receipt of the invoice.

PSRC reserves the right to withhold payments pending timely delivery and proper completion of the reports or documents as may be reasonably required under this Agreement.

4.3. Prohibited Use of Funds

EVERETT may not use funds for the following ineligible activities:

- (a) Ineligible costs under 2 C.F.R Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) Any activities prohibited under the Grant between USDOT and PSRC dated.

4.4. Final Payment

Final payment will be made to EVERETT upon final completion of the work and upon written acceptance by PSRC's Designated Representative. Any required adjustments shall be reflected in the final invoice.

4.5. Use of Consultants/Contractors

For all proposals and contracts where costs are expected to exceed \$100,000, the scope of work and the costs of such must be submitted to and approved by USDOT prior to employment of such consultants or contractors. EVERETT will ensure that any consultant or contractor paid from funds provided under this award is bound by all applicable award terms and conditions. USDOT shall not be liable hereunder to a third party nor to any party other than the PSRC.

In addition, all procurements shall adhere to PSRC's Procurement Policies and Procedures as updated March 2023.

\$10,000 or under	<u>Micro purchase</u> : No competition required.
\$10,001-\$250,000*	<u>Small purchase</u> : Competition required with documentation of an adequate number of price/rate quotes.
Over \$250,000*	<u>Competitive proposal</u> : Competition required with documentation of at least two formal, written bids, proposals or qualifications, as well as an independent cost estimate.

Pre-approval required Noncompetitive proposal: Only when competitive method is infeasible and certain situations apply.

*In addition, all contracts over \$100,000 shall include applicable lobbying certifications as stated in section 10.15.

5.0. REPORTING AND RECORDS

5.1. Reports and Documentation

Quarterly Progress Reports: EVERETT agrees to assist PSRC with Program Performance Reports on a quarterly basis. EVERETT will supply report content, e.g. summaries of work completed, to PSRC no later than 10 days following the end of the period (e.g., reports due on or before January 10th, April 10th, August 10th, and December 10th).

Performance Progress Reports submitted to USDOT by PSRC should include the following:

- i. Provide a clear, concise overview of the activities undertaken during the Project Period;
- ii. Document accomplishments, benefits, and impacts that the Project and Activities are having. Recipients should note specific outcomes where activities have led to job creation/retention, private investment, increased regional collaboration, engagement with historically excluded groups or regions, enhanced regional capacity, and other positive economic benefits;

- iii. Highlight any upcoming or potential press events or opportunities for collaborative press events to highlight benefits of the USDOT investment;
- iv. Compare progress with the project timeline, explaining any departures from the targeted schedule, identifying how these departures are going to be remedied, and projecting the course of work for the next period;
- v. Outline challenges that currently impact or could impact progress on the grant over the next reporting period and identify ways to mitigate this risk; and
- vi. Outline any areas where USDOT assistance is needed to support the project or any other key information that would be helpful for your USDOT Project Officer to know.

Final Project Reports may be posted on USDOT's website, used for promotional materials or policy reviews, or may be otherwise shared. Recipients should not include any copyrighted or other sensitive business information in these reports. There is no specific page limit for Final Project Reports; however, such reports should concisely communicate key project information, and should:

- i. Outline the specific regional need that the project was designed to address and update on progress made during the reporting period that will mitigate need and advance economic development;
- ii. Provide a high-level overview of the activities undertaken;
- iii. Detail lessons learned during the project period that may be of assistance to USDOT or other communities undertaking similar efforts;
- iv. Outline the expected and actual economic benefits of the project as the time that the report is written; and
- v. Any other key information from the relevant project period

5.2. Availability of Records

All project records in support of all costs and actual expenditures incurred by EVERETT and its Sub-Contractor(s) under this Agreement shall be maintained by EVERETT and its Sub-Contractor(s) and open to inspection by PSRC (or its federal funding agency) during normal business hours, and shall be retained and made available for such inspection for the duration of the State and Federal records retention requirements from final payment of funds under this Agreement to PSRC. Copies of said records shall be furnished to PSRC and/or its federal funding agency upon request. This requirement shall be included in all subcontracts related to the work entered into by EVERETT to fulfill the terms of this Agreement.

6.0. Certifications and Assurances

By signing the Subaward Agreement, the Authorized Official of Subrecipient certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of 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 intending 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 Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the Pass-through Entity.
- 3) The Subrecipient 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.

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Audit and Access to Records

Subrecipient certifies by signing this Subaward Agreement that it complies with the Uniform Guidance, will provide notice of the completion of required audits and any adverse findings which impact this subaward as required by 2 C.F.R. parts 200.501 and 200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

Right to Audit and Disallow and Recover Funds

The Federal government reserves the right to seek recovery of any funds that were not expended in accordance with the requirements or conditions of this Agreement based upon USDOT review, the final audit, or any other special audits or reviews undertaken. USDOT has the right to order a special audit, even if PSRC's auditor or a cognizant agency has already conducted one.

7.0. CONTRACT ADMINISTRATION and SUBRECIPIENT MONITORING

EVERETT shall be solely responsible for the administration of and the completion and quality of work performed under any contracts executed by EVERETT. In no event shall any contract executed by EVERETT be construed as obligating PSRC. Any claims arising out of the separate contracts of EVERETT for work under this Agreement are the sole responsibility of EVERETT. All contracts shall comply with all applicable public works and procurement laws and regulations, including, but not limited to, applicable bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers compensation requirements.

7.1. Direct Supervision

Nothing in PSRC's exercise of the right to inspect or accept the work performed by EVERETT shall reduce EVERETT's responsibility for the proper execution of the work or relieve EVERETT from its responsibility for direct supervision of the work. When PSRC exercises its right to inspect or accept the work performed by EVERETT, it shall not be deemed or construed to be in control of the work under this Agreement.

7.2. Sub-recipient Monitoring

PSRC reserves the right to monitor and manage subrecipients, including lower tier subrecipients. At a minimum, monitoring of EVERETT will include:

- i. Review of financial and programmatic reports;
- ii. Following-up and ensuring that EVERETT takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to EVERETT from PSRC detected through audits, on-site reviews, and other means; and
- iii. If applicable, issuing a management decision for audit findings pertaining to the Federal award provided to EVERETT from PSRC as required by 2 C.F.R. § 200.521 (Management decision).

PSRC requires all subrecipients, including lower tier subrecipients, under the award to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200) and all associated terms and conditions.

8.0. INSURANCE

EVERETT will maintain at all times during the term of this Agreement, satisfactory limits of insurance and/or self-insurance to protect against claims arising out of this Agreement. Such insurance or self-insurance shall include General Liability, Business Automobile Liability, and Workers' Compensation in accordance with statutory requirements under Title 51 RCW.

Each Party will require and cause its respective subcontractors of all tiers to maintain such insurance as described above in sufficient amounts to protect the interest of the Parties. Such insurance shall be confirmed by a Certificate of Insurance prior to commencement of the work.

The Parties hereby agree to require their respective insurers and their respective subcontractors of all tiers, to waive subrogation rights against the other Party and such other Party's insurers.

It is understood and agreed that insurance and/or self-insurance provided by the Parties under this Agreement is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Parties or their Contractors of any tier under their respective contracts or imposed by applicable laws or regulations.

9.0. TERMINATION OF AGREEMENT

9.1. Termination for Default

Either Party may terminate this Agreement, in whole or in part, if the other Party substantially fails to fulfill any or all of its obligations under this Agreement through no fault of the other Party, provided that insofar as practicable, the Party terminating the Agreement will give:

- a. Notice of intent to terminate at least thirty (30) calendar days prior to the date of termination stating the manner in which the other Party has failed to perform the obligations under this Agreement; and
- b. An opportunity for the other Party to cure the default. If EVERETT is the party in default, PSRC shall provide an opportunity of EVERETT to cure the default as provided in Section 14.2. If PSRC is the party in default, EVERETT shall give PSRC a Notice of Termination stating the time period in which cure is permitted and any other appropriate conditions.
- c. Provided however, that if PSRC's funding agency terminates financial support for the project at any time, either party shall have the right to immediately terminate this Agreement by giving written notice thereof.

If the other Party fails to remedy the default or the breach to the satisfaction of the other Party within the time period established in the Notice of Termination or any extension thereof granted by the Party not at fault, the other Party may terminate this Agreement. However, any terms of this Agreement relevant to a dispute that is unresolved at the time of termination shall survive until the dispute is finally resolved.

9.2. Termination for Convenience

Either Party may terminate this Agreement, in whole or in part, for its convenience provided that the terminating Party shall provide the other Party with an advance notice of at least thirty (30) calendar days.

9.3. Notice of Termination

Notice of termination shall be given by the Party terminating this Agreement to the other Party in writing. The notice shall specify the effective date of termination, which shall not be sooner than the non-terminating Party's receipt of the notice.

9.4. Rights and Duties of Parties Upon Termination

A termination by any Party shall not extinguish or release either Party from liability, claims, or obligations to third parties existing as of the time of termination. Any costs incurred prior to the effective date of termination will be borne by the Parties in accordance with the terms of this Agreement and this Section.

The record keeping requirements, payment, release and indemnification provisions set forth in this Agreement and all remedial provisions shall survive termination of this Agreement.

Upon termination of this Agreement by expiration of the term or upon termination for the convenience of the Parties, the Parties agree to work together cooperatively to develop a coordinated plan for terminating the scope of work rendered up until the time of termination and determining reasonable contract close-out costs for termination for convenience or as a result of PSRC's default or breach. In the event of termination by default or breach, PSRC shall only be obligated to compensate EVERETT for the portion of work that has been satisfactorily rendered to the date of termination according to the terms of this agreement.

10.0. GENERAL CONTRACT PROVISIONS

10.1. Rights and Remedies

The rights and remedies of the Parties to this Agreement are in addition to any other rights and remedies provided by law, except as otherwise provided in this Agreement.

10.2. No Agency

No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.

10.3. Third Party Rights

It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and USDOT, and gives no right to any other entity. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties and USDOT.

10.4. Assignment/Successors

No Party shall assign any interest, obligation, or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent by the other Party. This limitation does not, however, prevent EVERETT from selecting subcontractors or consultants to perform the work authorized by this Agreement. All of the terms, provisions, and conditions of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns, and legal representatives.

10.5. Compliance with Laws

EVERETT shall comply, and to the best of its ability shall ensure, that its employees, agents, consultants, and representatives comply with all federal, state, and local laws, regulations, and ordinances applicable to the work to be performed. The work performed by EVERETT under this Agreement shall comply with all applicable public works and procurement laws and regulations, including, but not limited to, bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers compensation requirements.

10.6. Governing Law and Venue

This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Washington. Any legal action resulting from this Agreement shall be brought in the Superior Court of King County.

10.7. Notice

All notices or requests required or permitted under this Agreement shall be in writing, shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by facsimile transmission

and shall be deemed received three (3) business days following the date when mailed or on the date when delivered or faxed (provided the fax machine has issued a printed confirmation of receipt). All notices or requests shall be sent to the PSRC and EVERETT addressed as shown in Section 3.0.

10.8. Waiver of Default

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of a provision of this Agreement, including failure to require full and timely performance of any provision, shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized parties, and attached to the original Agreement.

10.9. Severability

If any of the terms and conditions of this Agreement are determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms and conditions unaffected thereby shall remain in full force and effect. The Parties agree to negotiate in good faith to reform the Agreement to replace any invalid or unenforceable term and/or condition with a valid and enforceable term and/or condition that comes as close as possible to the intention of the stricken term and/or condition.

10.10. Warranty of Right to Enter into Agreement

The Parties each warrant that they have the authority to enter into this Agreement and that the persons signing this Agreement have the authority to bind such person's respective entity.

10.11. Publicity

The Parties to this Agreement shall not make any formal press releases, news conferences or similar public statements concerning this Agreement without prior consultation with the other Party.

10.12. Future Support

PSRC makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this Agreement.

10.13. Exhibits

All exhibits referenced in and attached to this Agreement are incorporated herein, except to the extent otherwise provided herein.

10.14. Limitation on Payments to Influence Certain Federal Transactions

Section 1352 of Title 31 of the U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of Member of Congress in connection with any of the following covered Federal actions: 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.

10.15. Lobbying Restrictions

Statutory Provisions

1. Non-Federal entities shall comply with 2 C.F.R. § 200.450 ("Lobbying"), which incorporates the provisions of 31 U.S.C. § 1352; the "New Restrictions on Lobbying" published at 55 FR 6736 (February 26, 1990); and OMB guidance and notices on lobbying restrictions. In addition, non-Federal entities must comply with the DOC regulations published at 15 C.F.R. Part 28, which implement the "New Restrictions on Lobbying". These provisions prohibit the use of Federal funds for lobbying the

executive or legislative branches of the Federal Government in connection with the award, and require the disclosure of the use of non-Federal funds for lobbying. Lobbying includes attempting to improperly influence, meaning any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter, either directly or indirectly. Costs incurred on to improperly influence are unallowable. See 2 C.F.R. § 200.450(b) and (c).

2. Disclosure of Lobbying Activities

Any non-Federal entity that receives more than \$100,000 in Federal funding shall submit a completed Form SF-LLL, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 30 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects 22 | December 26, 2014 the accuracy of the information contained in any disclosure form previously filed. The non-Federal entity must submit any required Forms SF-LLL, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer.

10.16. Confidentiality

The Parties acknowledge that the prohibitions against disclosure of information or records described in this Section 18.20 is limited by and not applicable where any law, rule, regulation or court proceeding requires or allows disclosure of information and documents, and neither Party is required to notify the other or any program beneficiary regarding such allowed or required disclosure.

EVERETT and any subgrantees, subcontractors or vendors must maintain confidential files on individual program beneficiaries served associated with this Agreement. Recipient staff must keep paper files in a locked filing cabinet and protect all electronic files related to individual beneficiaries with a personal password.

The service providers shall maintain primary access to individual beneficiary files. Other project management staff may have access to these files only if they contain a "release of information" consent form signed by the individual beneficiary. A release of information form must clearly indicate which parties may have access to an individual beneficiary's file. Such parties might include the management staff and USDOT staff. EVERETT may only share individual beneficiary files with those parties listed on the signed form. If an individual beneficiary has not signed the consent form the parties listed may not read that individual beneficiary's file.

These categories serve as guidelines to EVERETT staff and management staff. EVERETT must determine if the individual beneficiary's confidential information will significantly affect the safety and security of that individual or EVERETT itself.

10.17. Entire Agreement

This Agreement, including its Recitals and Exhibits, embodies the Parties entire Agreement on the matters covered by it, except as supplemented by subsequent amendments to this Agreement. All prior negotiations and draft written agreements are merged into and superseded by this Agreement.

20.0. FLOW DOWN PROVISIONS

If EVERETT contracts or subawards funds under this Agreement with a person or entity to perform work under this award, EVERETT shall include in the contract or subaward agreement such provisions as may be necessary to ensure that all contractors and subgrantees comply with the requirements of the grant and reporting provisions as set forth in these terms and conditions or as established by USDOT and the Office of Management and Budget (OMB)

All subgrantees are required to obtain a Unique Entity ID (or update its existing record), in the System for Award Management prior to award.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Agreement as of the date written below.

City of Everett:
City of Everett
2930 Wetmore Ave
Everett, WA 98201

PSRC:
Puget Sound Regional Council
1011 Western Avenue, Suite 500
Seattle, Washington 98104

By: _____
Cassie Franklin, Mayor,
City of Everett

By: Josh Brown by NBG
Josh Brown, Executive Director
Puget Sound Regional Council

Date: _____

Date: July 26, 2023

Approved as to form:
David Hall, City of Everett Attorney

By: _____
David Hall, City Attorney
City of Everett

Exhibit A

Scope of Work for EVERETT

2023-10

EVERET Tasks and Timeline:

Task #	Task Description	Lead	Date/Period of Completion
1.1.1	Administration <ul style="list-style-type: none"> • Project initiation and management • Request for Qualifications • Creation of a Vision Zero Task Force • Project implementation 	Everett	June 2023-March 2025
1.1.2	Data Collection and Analysis <ul style="list-style-type: none"> • Vehicle, pedestrian, and bicycle counts • Speed studies and evaluation • Crash history and crash data analysis • Diversity and equity data • Large scale traffic data • Public outreach data and analysis • High risk network development 	Consultant	August 2023-March 2024
1.1.3	Existing Policy Review and Documentation <ul style="list-style-type: none"> • Comprehensive Plan • Climate Action Plan • Transportation Improvement Plan • Complete Streets Ordinance • Design and Construction Standards • Community Engagement and Inclusion Directive and Policy • Other Applicable Plans, Codes, Ordinances, Resolutions, Directives, and Studies 	Consultant	July 2023-September 2023
1.1.4	Outreach and Community Engagement <ul style="list-style-type: none"> • Outreach Plan development • Internal outreach: build a Vision Zero culture at all levels of City leadership, policymakers, and employees • External outreach: community outreach and input through neighborhood meeting including multiple languages 	Consultant	June 2023-March 2024

	<ul style="list-style-type: none"> Community engagement and inclusion 		
1.1.5	Policy Development <ul style="list-style-type: none"> Vision Zero framework and commitment Managing and legislating safe speeds Neighborhood traffic calming Update of Design and Construction Standards to reflect best practices in roadway design Complete Streets checklist for capital project planning and development Engagement policy including data dashboard Automated Traffic Safety Camera policy and deployment strategy 	Consultant	September 2023-February 2024
	Scoping and Development of Prioritized Safety Projects <ul style="list-style-type: none"> High risk network projects Pedestrian safety projects Bicycle safety projects Spot safety improvements 	Consultant	September 2023-February 2024
	Final Report <ul style="list-style-type: none"> Vision Zero policy and commitment Crash data analysis and findings Public Engagement methods and summary Proposed actions Progress monitoring Appendices and policy documents 	Consultant	March 2024-March 2025
	City Legislation <ul style="list-style-type: none"> Prepare resolution adopting Safety Action Plan Work with City Attorney Work with City Council in review of proposed resolution 	Everett	February 2025-March 2025

Exhibit B

Project Budget

Amounts Based on \$788,363 Grant Award, \$197,090 Match

Item	Grant Share	Match
Personnel	0	0
Fringe Benefits	0	0
Travel	0	0
Equipment	0	0
Supplies	0	0
Contractual	788,363	197,090
Construction	0	0
Other	0	0
Total Direct Charges	0	0
Indirect Charges	0	0
Total Charges	\$788,363	\$197,090

Exhibit C

Requisition for Payment and Reporting Template

To: Puget Sound Regional Council
Attn: Accounts Payable
1011 Western Avenue, Suite 500
Seattle, Washington 98104

From: City of Everett
2930 Wetmore Ave
Everett, WA 98201

Project Title: City of Everett Safe Streets and Roads for All (SS4A) Safety Action Plan
Project Agreement Number: 2023-10

Invoice Period: From _____ to _____.

Budget Table			
Line Item	Current Expense	Total Expense to Date	Contract Budget
Personnel	\$	\$	\$
Fringe Benefits	\$	\$	\$
Travel	\$	\$	\$
Equipment	\$	\$	\$
Supplies	\$	\$	\$
Contractual	\$	\$	\$
Other	\$	\$	\$
Total Direct Charges	\$	\$	\$
Indirect Charges	\$	\$	\$
Total Requisition this Period	\$	\$	\$

I certify that the expenses listed above have been properly incurred in the accomplishment of the services of this agreement.

Name, Title

Date

Project title: An Ordinance Closing a Special Improvement Project Entitled “Hannabrook Park Improvement Project”, Fund 354, Program 085 as Established by Ordinance No. 3931-23

Council Bill #

CB 2310-57

Agenda dates requested:

11/8/23, 11/15/23, 11/29/23

Briefing

Proposed action ☒

Consent

Action ☒Ordinance ☒

Public hearing

Yes ☒ No ☐**Budget amendment:**Yes ☒ No ☐**PowerPoint presentation:**Yes ☒ No ☐**Attachments:**

Closing Ordinance

Department(s) involved:

Parks & Facilities

Administration

Contact person:

Bob Leonard

Phone number:

(425) 257-8335

Email:

BLeonard@everettwa.gov

Initialed by:*RML*

Department head

Administration

Council President

Project: “Hannabrook Park Improvement Project”**Partner/Supplier:** King County Directors’ Association (KCDA)**Location:** 5815 Brookridge Boulevard Everett, WA**Preceding action:** Ordinance 3931-23**Fund:** Fund 354, Program 085**Fiscal summary statement:**

The source of funds for the Hannabrook Park Improvement Project is CIP-3 and Snohomish County REET 2 funding. The REET 2 funding from Snohomish County is a reimbursable grant that has been reimbursed.

The project was completed at a total cost of \$104,393.89. The Hannabrook Park Improvements were purchased through King County Director’s Association (KCDA), in compliance with the City of Everett procurement requirements. The remaining balance of \$5,606.11 will be transferred back to CIP-3.

All expenses for the project have been paid and revenues collected.

Project summary statement:

The City of Everett Parks, Recreation and Open Space (PROS) Plan adopted in 2022 identifies the development of trails and fitness activities as two of the top opportunities that will benefit park users. Hannabrook Park is specifically highlighted as a park with opportunities for further enhancements that will complement the natural elements of the park, including an existing half-mile soft trail around the park, popular with walkers and runners.

Leveraging these existing amenities, the City of Everett Parks and Facilities department created its first nature fitness trail at Hannabrook Park. Installation included five unique fitness stations, safety surface material, and attendant landscape treatments.

The project was completed July 17, 2023.

All work has been completed to the satisfaction of the Parks and Facilities Department.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a special improvement project entitled “Hannabrook Park Improvement Project”, Fund 354, Program 85 as established by Ordinance No. 3931-23.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Hannabrook Park Improvement Project”, Fund 354, Program 085 as established by Ordinance No. 3931-23

WHEREAS,

- A.** The Parks special improvement project “Hannabrook Park Improvement Project”, Fund 354, Program 085, was established to accumulate all costs for the improvement project.
- B.** The purpose of the special improvement project has been accomplished.
- C.** 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 project entitled “Hannabrook Park Improvement Project” Fund 354, Program 085 be closed.

Section 2. That the final revenues and expenses for the “Hannabrook Park Improvement Project”, Fund 354, Program 085, are as follows:

REVENUES

Fund 354 – CIP 3	\$ 30,000.00
Snohomish County Reet 2 Funds	<u>\$ 80,000.00</u>
Total	\$110,000.00

EXPENSES

Construction	<u>\$104,393.89</u>
Total	\$104,393.89

Section 3. That the remaining balance of \$5,606.11 be transferred to CIP 3.

Section 4. 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 numbers, and any internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause, or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 6. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 7. 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.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: An Ordinance Closing a Special Improvement Project Entitled "T. A. Sullivan Caretaker House Demolition", Fund 354, Program 082, as Established by Ordinance No. 3932-23

Council Bill #

CB 2310-58

Agenda dates requested:

Briefing

Proposed action 11/08 & 11/15/23

Consent

Action 11/29/2023

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Closing Ordinance

Department(s) involved:

Parks & Facilities

Administration

Contact person:

Bob Leonard

Phone number:

(425) 257-8335

Email:

BLeonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: T.A. Sullivan Caretaker House Demolition**Partner/Supplier:** Job Order Contracting - Burton Construction**Location:** 11405 Silver Lake Road, Everett, WA**Preceding action:** Funding Ordinance 3932-23**Fund:** Fund 354, Program 082**Fiscal summary statement:**

The source of funds for the T. A. Sullivan Caretaker House Demolition was Capital Improvement Program 3 (CIP-3) in the amount of \$100,000. The project was completed at a total cost of \$88,387.14. All expenses for the project have been paid. The remaining balance of \$11,612.86 will be transferred to CIP-3.

Project summary statement:

This project demolished the Caretaker House structure at Thornton A. Sullivan Park. The structure was badly damaged by a fire on October 21, 2022. The structure was unoccupied at the time of the fire. The project funded demolition and restoration of the site to level lawn.

All work has been completed to the satisfaction of the Parks and Facilities Department.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a special improvement project entitled "T. A. Sullivan Caretaker House Demolition", Fund 354, Program 082, as established by Ordinance No. 3932-23.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “T.A. Sullivan Caretaker House Demo”, Fund 354, Program 082, as established by Ordinance No. 3932-23.

WHEREAS,

- A.** The Parks special improvement project “T.A. Sullivan Caretaker House Demo”, Fund 354, Program 082, was established to accumulate all costs for the improvement project.
- B.** The purpose of the special improvement project has been accomplished.
- C.** 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 project entitled “T.A. Sullivan Caretaker House Demo”, Fund 354, Program 082, be closed.

Section 2. That the final revenues and expenses for the “T.A. Sullivan Caretaker House Demo”, Fund 354, Program 082, are as follows:

REVENUES

Fund 354 – CIP 3	<u>\$100,000.00</u>
Total	\$100,000.00

EXPENSES

Construction	<u>\$88,387.14</u>
Total	\$88,387.14

Section 3. That the remaining balance of \$11,612.86 be transferred to CIP 3.



Section 4. 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 numbers, and any internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 6. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 7. 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.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: Ordinance Amending the Development Agreement for the Everett Riverfront District Properties Related to the Landfill Site, Amending Section 1 of Ordinance No. 3121 -09, as previously amended

Council Bill # *interoffice use*

CB 2310-59

Agenda dates requested:

11/8/23, 11/15/23, 11/29/23

1st Reading/Briefing: 11/8

2nd Reading: 11/15

3rd Reading/Hearing: 11/29

Ordinance X

Public hearing

X Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

1. DA Amendment Ordinance (with DA Amendment)
2. Planning Commission Resolution 23-04
3. ARPDA Amendment

Department(s) involved:

Planning, Parks & Facilities,
Legal

Contact person:

Yorik Stevens-Wajda

Phone number:

(425) 257-8725

Email:

ystevens@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Adopt ordinance regarding Riverfront Project

Partner/Supplier: Shelter Holdings

Location: Riverfront

Preceding action: Amendment of Development Agreement in 2021

Fund: N/A

Fiscal summary statement: N/A

Project summary statement: This ordinance will allow an amendment to the Riverfront development agreement (DA), consisting of two relatively minor changes intended to have positive impact on the continuing development of the former landfill portion of the site. The proposed amendment was considered and recommended to Council by the Planning Commission at its meeting on 10.17.23.

The DA is one of several agreements between the City and the developer (Shelter Holdings) that govern the Riverfront development. These agreements envisage six phases of development on the central portion (landfill site). Most of the First Phase is complete.

The first proposed change is to the cinema element of the development. In 2021, considering the impact of the pandemic, Council approved a DA amendment that postponed the development's cinema element from the First Phase and recognized that a cinema may no longer be viable at the Riverfront. Shelter is now working on negotiating a long-term agreement with a restaurant/recreational anchor tenant for what is currently indicated as the cinema site. Accordingly, the proposed change to the agreement would replace the current cinema element with a proposed Anchor Food and Recreation use, which Shelter representatives will more fully describe at the briefing at first reading.

The second proposed change regards the Eclipse Mill Park, which is planned as a park with upland amenities (playground and picnic shelter) and in-water amenities (dock). Under the current agreements (going back to 2008 and 2019), Shelter first builds the upland part in stages, with the City building the in-water portion later when the City has funds. However, the City now will be able to use LIFT grant dollars to finance in-water park construction in 2025. Accordingly, the proposed change will adjust construction schedule to accommodate this, as it causes construction access issues if upland construction occurs before in-water work. This means the City will construct in-water in 2025, with Shelter following with its stages of upland work.

Finally, as mentioned above, several agreements govern the Riverfront. To make these two changes, corresponding revisions must be made to the Amended and Restated Property Disposition Agreement (ARPDA), which governs certain Riverfront real estate matters. Unlike a DA amendment (which is by ordinance), the ARPDA amendment is approved like other contracts, and will be scheduled for separate council action on 11.29.23, at the same meeting as the third reading of the proposed DA amendment ordinance. For reference, the proposed ARPDA amendment is attached

Recommendation (exact action requested of Council): Adopt Ordinance Amending the Development Agreement for the Everett Riverfront District Properties Related to the Landfill Site, Amending Section 1 of Ordinance No. 3121 -09, as previously amended.



ORDINANCE NO. _____

An Ordinance Amending the Development Agreement for the Everett Riverfront District Properties Related to the Landfill Site, Amending Section 1 of Ordinance No. 3121 -09, as previously amended

WHEREAS,

- A.** In 2009, the City approved a Planned Development Overlay rezone for the Everett Riverfront District Properties pursuant to Ordinance 3121-09, implemented through a Development Agreement, for properties commonly referred to as the Simpson site, the Landfill site, and the Eclipse Mill site.
- B.** In 2014, a First Amendment to the Development Agreement was approved by City Council pursuant to Ordinance 3373-14. The First Amendment only concerned the Simpson site and the Eclipse Mill site and did not concern the Landfill site.
- C.** In 2019, a Second Amendment to the Development Agreement was approved by City Council pursuant to Ordinance 3674-19. The Second Amendment only concerned the Landfill site and did not concern the Simpson site or the Eclipse Mill site. The Second Amendment, among other matters, contained a cinema in the First Phase of Landfill development.
- D.** In 2021, in response to the COVID-19 pandemic, the City Council approved an addendum to the Second Amendment to the Development Agreement. This addendum postponed the cinema from the First Phase to the Third Phase.
- E.** In 2023, as anticipated by the 2021 addendum, the developer of the Landfill proposed to change the cinema use. In general, the proposal is to change the cinema use to an anchor food and recreational use.
- F.** The specifics of the developer's proposed change to the Development Agreement for the Landfill are contained in the Second Addendum to the Second Amendment to Development Agreement, which is attached as Exhibit 1 to this Ordinance and is referred to herein as the "Second Addendum." The Second Addendum does not contain any revision to the Development Agreement with respect to the Simpson site or the Eclipse Mill site.
- G.** The Planning Commission considered the Developer's proposed change at its meeting October 17, 2023, during which the Planning Commission recommended approval of the proposed changes.
- H.** The City Council held a public hearing on November 29, 2023, before passage of this ordinance.

NOW, THEREFORE, the City Council adopts the foregoing recitals as its findings, and the City Council therefore concludes the following:

1. The amendments in the Second Addendum approved by this Ordinance follow and are based on an appropriate land use and environmental review process that has included meaningful opportunities for public participation; and

2. The proposed change to the Planned Development Overlay zone and Development Agreement, and the resultant master plan for the Landfill site:
 - a. promote the best long term interests of the community and satisfy the criteria of EMC 19.29.050.C and EMC 15.03.200, to the extent such provisions are applicable;
 - b. is consistent with the Everett Growth Management Comprehensive Plan; and
 - c. bears a substantial relation to the public health, safety and welfare, implement conditions established in the original master plan and mitigation required in the revised EIS, which mitigates potential adverse impacts upon existing and anticipated land uses in the immediate vicinity of the subject property.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The Second Addendum is approved and the Mayor is authorized to execute the Second Addendum substantially in the form as provided in Exhibit 1.

Section 2. 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 numbers, and any internal references.

Section 3. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 4. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 5. 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.

Section 6. The City Council public hearing on November 29, 2023, is deemed to satisfy any applicable public hearing requirements under chapter 19.29 EMC. A copy of this Ordinance, and an executed copy of the Second Addendum, shall be recorded with the Snohomish County Auditor's Office and shall constitute a covenant running with the land.

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Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

EXHIBIT 1

SECOND ADDENDUM TO SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT

**SECOND ADDENDUM
TO
SECOND AMENDMENT
TO
DEVELOPMENT AGREEMENT**

This Second Addendum to the Second Amendment to Development Agreement (this "Addendum") is dated as of last signature below (the "Effective Date"), and is made and entered into by and among **RIVERFRONT COMMERCIAL INVESTMENT, L.L.C.** ("Riverfront"), a Washington limited liability company and **RIVERFRONT PHASE 1, LLC**, a Washington limited liability company, with respect to the Phase 1 Lots, **RIVERFRONT PHASE 2, LLC**, a Washington limited liability company, with respect to the Phase 2 Lots, **RIVERFRONT PHASE 3, LLC**, a Washington limited liability company, with respect to the Phase 3 Lots, **RIVERFRONT PHASE 4, LLC**, a Washington limited liability company, with respect to the Phase 4 Lots, **RIVERFRONT GROCER LLC**, a Washington limited liability company, with respect to the Grocer Lot, **RIVERFRONT THEATER, LLC**, a Washington limited liability company, with respect to the Theater Lot (collectively, "Developer"); and (ii) the **CITY OF EVERETT**, a municipal corporation of the State of Washington (the "City").

RECITALS

The City and Developer are parties to the Development Agreement dated June 2, 2009, which was amended by the First Amendment dated April 3, 2014, the Second Amendment to Development Agreement dated May 17, 2019, and the Addendum to Second Amendment dated as of May 4, 2021 (the 2021 addendum, the "Initial Addendum"; the 2019 amendment the "Second Amendment"; the development agreement as amended by both amendments and the Initial Addendum, the "Development Agreement"). Unless otherwise defined herein, all capitalized terms in this Addendum have the meaning set forth in the Second Amendment. The names of the lots in the paragraph above are as defined in the Assignment and Assumption Agreement by and among the parties dated December 20, 2019, recorded under Snohomish County recording no. 202001090614 ("Assignment Agreement").

On October 21, 2019, the City approved a minor amendment to the Final Development Plan in accordance with EMC 19.29, which revised the second page of Attachment E-1 to the Second Amendment. The amended version of the second page of Attachment E-1 was attached to the Initial Addendum as Exhibit A. Now the parties are further amending the Final Development Plan as set forth in this Addendum. The revised Attachment E-1 Final Development Plan is attached to this Addendum as Exhibit A.

As acknowledged in the Initial Addendum the COVID-19 pandemic has occurred since the execution of the Second Amendment and has impacted the viability and timing of certain elements of the Everett Riverfront Development. Specifically, Developer has determined that the Cinema Element of the Everett Riverfront Development is no longer viable. As further contemplated by the Initial Addendum, Developer has proposed and the City desires to approve, replacement of the Cinema Element with an anchor food and recreational use, as set forth in this Addendum.

On August 1, 2013, PNW Riverfront, LLC assigned and Riverfront assumed all of the rights, obligations and liabilities of PNW Riverfront with respect to the Development Agreement

and other agreements related to the Property pursuant to that Riverfront Assignment and Assumption Agreement recorded under Snohomish County recording no. 201311180486. Riverfront has subsequently assigned and Riverfront Phase 1, LLC, Riverfront Phase 2, LLC, Riverfront Phase 3, LLC, Riverfront Phase 4, LLC, Riverfront Grocer, LLC and Riverfront Theater, LLC have assumed rights, obligations and liabilities under the Development Agreement as more particularly set forth in the Assignment Agreement. PNW Riverfront does not hold any interest in the Property or under the Development Agreement. The parties now desire to remove PNW Riverfront as a party to the Development Agreement

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises as stated herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PNW, Riverfront, and the City hereby agree as follows:

1. Amendment of the Cinema Element Phase to the Anchor Food and Recreation (AFR) Phase.

A. The Cinema Element Property is renamed the “Anchor Food and Recreation Property” (or “AFR Property”) with no changes to the location or boundaries of such property. The Cinema Phase is renamed the Anchor Food and Recreation Phase (or “AFR Phase”). The Cinema use that was contemplated as part of the Cinema Phase is hereby replaced with an Anchor Food and Recreation Use (or “AFR Use”).

1. An Anchor Food and Recreation (AFR) Use means *an anchor establishment with indoor and outdoor spaces covering a substantial majority of the AFR Property that provides restaurant quality food and beverage service combined with active recreational options, such as, for example, table tennis, pickleball, tennis, handball, golf, squash, volleyball, or racquetball. An AFR Use does not include fitness centers or health spas.*

2. . The revised Final Development Plan attached to this Addendum as Exhibit A, is hereby approved by the City.

B. As defined in the Initial Addendum, the AFR Phase is one of the Remaining Phases. Prior to the completion of the Third Phase Developer will complete the AFR Phase, which will include construction of an AFR Use on the AFR Property. Drawings of the AFR Element are attached as Exhibit B (“AFR Drawings”). Figure 11 and Figure 12 of the First Phase Drawings that were attached as part of Exhibit 1 to the Second Amendment are hereby deleted. The AFR Drawings shall also be incorporated into subsection I: Supplemental Examples of the Mixed Use Design Guidelines that are Attachment G to the Second Amendment, as approved renderings for the AFR Phase under such guidelines.

2. Amendment of Section 5.2: Developer Property – Use Restriction. The new Section 5.2.1.1 of the Second Amendment which was added by the Initial Addendum is hereby amended to read as follows:

5.2.1.1 Anchor Food and Recreation Phase. Notwithstanding anything to the contrary in this Agreement, the sole permitted use of the AFR Property prior to issuance of a Partial Certificate of Completion for the AFR Phase is as follows: development and construction

of an AFR Use substantially as shown in the AFR Drawings and the revised Final Development Plan and in accordance with applicable provisions of the Second Amendment. Modifications to the Final Development Plan approved by the Planning Director using the criteria for administrative modification of the Final Development Plan as specified in the City's Planned Development Overlay regulations as set forth in EMC Chapter 19.29 shall be deemed to be "substantially as shown in the Final Development Plan" as that term is used in this Section. The Planning Director shall have the sole authority to determine if final site layout and building designs proposed for AFR Phase are "substantially as shown in the AFR Drawings." A decision to reject a plan or permit based on not being "substantially as shown in the AFR Drawings" must not be arbitrary and must be made in writing and supported by detailed findings. Second Amendment Section 5.2.2 does not apply to the AFR Phase. However, if Developer proposes a design that is not substantially as shown in the approved AFR Drawings, then such proposal will be subject to Planning Director approval on the basis of whether the proposed design meets the definition of an AFR Use, complies with the Design Guidelines, and provides at least the level of quality represented by the AFR Drawings. A decision to reject a plan or permit based on non-compliance with the preceding sentence must not be arbitrary and must be made in writing and supported by detailed findings.

3. Park Project. The deadlines for the Eclipse Mill Park project and the First Phase Park Project are as set forth in the Restated PDA, as amended.

4. Removal of PNW Riverfront LLC. For the Reasons set forth in Recital D above, PNW Riverfront LLC is hereby removed as a party to the Development Agreement.

5. General Provisions.

5.1 Counterparts; pdf Signatures. This Addendum may be executed in more than one counterpart, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. AdobeSign or other electronic or pdf signatures on this Agreement shall constitute original signatures of the Parties.

5.2 Recording. Either party may arrange for the recording of this Addendum with the Snohomish County Auditor's office, as necessary to disclose this Addendum on title documents for the affected property.

6. Other. Except as expressly modified in this Addendum, the Second Amendment shall remain in full force and effect.

EXHIBITS:

Exhibit A – Revised Attachment E-1: Final Development Plan

Exhibit B –AFR Drawings

[Remainder of page intentionally left blank; signatures begin on following page]

EXECUTED as of the date first above written by duly authorized officers of the parties hereto, intending to be legally bound hereby.

EXECUTED as of the date first above written by duly authorized officers of the parties hereto, intending to be legally bound hereby.

Riverfront:

Riverfront Commercial Investment, L.L.C.
a Washington limited liability company,
by its authorized signatory:

By: _____
Name:
Title:

STATE OF _____:
: SS.
COUNTY OF _____:

On this, the ____ day of _____, 2023, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

My commission expires ____

[Remainder of page intentionally left blank; signatures continue on following page]

EXECUTED as of the date first above written by duly authorized officers of the parties hereto, intending to be legally bound hereby.

Riverfront Phase 1 LLC.
a Washington limited liability company,
by its authorized signatory:

By: _____
Name:
Title:

STATE OF _____:
: SS.
COUNTY OF _____:

On this, the _____ day of _____, 2023, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

My commission expires _____

[Remainder of page intentionally left blank; signatures continue on following page]

EXECUTED as of the date first above written by duly authorized officers of the parties hereto, intending to be legally bound hereby.

Riverfront:

Riverfront Phase 2 LLC.
a Washington limited liability company,
by its authorized signatory:

By: _____
Name:
Title:

STATE OF _____:
: SS.
COUNTY OF _____:

On this, the ____ day of _____, 2023, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

My commission expires _____

[Remainder of page intentionally left blank; signatures continue on following page]

EXECUTED as of the date first above written by duly authorized officers of the parties hereto, intending to be legally bound hereby.

Riverfront:

Riverfront Phase 3 LLC
a Washington limited liability company,
by its authorized signatory:

By: _____
Name:
Title:

STATE OF _____:
: SS.
COUNTY OF _____:

On this, the ____ day of _____, 2023, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

My commission expires _____

[Remainder of page intentionally left blank; signatures continue on following page]

EXECUTED as of the date first above written by duly authorized officers of the parties hereto, intending to be legally bound hereby.

Riverfront:

Riverfront Phase 4 LLC
a Washington limited liability company,
by its authorized signatory:

By: _____
Name:
Title:

STATE OF _____:
: SS.
COUNTY OF _____:

On this, the ____ day of _____, 2023, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

My commission expires ____

[Remainder of page intentionally left blank; signatures continue on following page]

EXECUTED as of the date first above written by duly authorized officers of the parties hereto, intending to be legally bound hereby.

Riverfront:

Riverfront Grocer LLC
a Washington limited liability company,
by its authorized signatory:

By: _____
Name:
Title:

STATE OF _____:
: SS.
COUNTY OF _____:

On this, the ____ day of _____, 2023, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

My commission expires ____

[Remainder of page intentionally left blank; signatures continue on following page]

EXECUTED as of the date first above written by duly authorized officers of the parties hereto, intending to be legally bound hereby.

Riverfront:

Riverfront Theater LLC
a Washington limited liability company,
by its authorized signatory:

By: _____
Name:
Title:

STATE OF _____:
: SS.
COUNTY OF _____:

On this, the ____ day of _____, 2023, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

My commission expires ____

[Remainder of page intentionally left blank; signatures continue on following page]

EXECUTED as of the date first above written by duly authorized officers of the parties hereto, intending to be legally bound hereby.

City:

CITY OF EVERETT:

By: _____
Cassie Franklin, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
_____, City Clerk

By: _____
_____,
City Attorney

STATE OF WASHINGTON :
: SS.
COUNTY OF SNOHOMISH :

On this, the ____ day of _____, 2023, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

My commission expires ____

SECOND AMENDMENT
TO
AMENDED AND RESTATED PROPERTY DISPOSITION AGREEMENT
EVERETT RIVERFRONT DEVELOPMENT
(LANDFILL)

This Second Amendment to Amended and Restated Property Disposition Agreement (this “***Amendment***”) is dated for reference purposes as of the date of last signature below, and is made and entered into by and between (i) **RIVERFRONT COMMERCIAL INVESTMENT, L.L.C. (“*Riverfront*”)**, a Washington limited liability company, and **RIVERFRONT PHASE 1, LLC**, a Washington limited liability company, with respect to the Phase 1 Lots, **RIVERFRONT PHASE 2, LLC**, a Washington limited liability company, with respect the Phase 2 Lots, **RIVERFRONT PHASE 3, LLC**, a Washington limited liability company, with respect the Phase 3 Lots, **RIVERFRONT PHASE 4, LLC**, a Washington limited liability company, with respect to the Phase 4 Lots, **RIVERFRONT GROCER LLC**, a Washington limited liability company, with respect to the Grocer Lot, **RIVERFRONT THEATER, LLC**, a Washington limited liability company, with respect to the Theater Lot (collectively, “***Developer***”); and (ii) the **CITY OF EVERETT**, a municipal corporation of the State of Washington (the “***City***”).

RECITALS

A. The City and Developer are parties to the Amended and Restated Property Disposition Agreement dated May 10, 2019, as amended by the First Amendment dated May 4, 2021 (as amended, this “***Agreement***”). All capitalized terms in this Amendment have the meaning set forth in the Agreement. The names of the lots in the paragraph above are as defined in the Assignment and Assumption Agreement by and among the parties dated December 20, 2019, recorded under Snohomish County recording no. 202001090614 (“***Assignment Agreement***”).

B. Contemporaneously with this Amendment, the parties are executing a Second Addendum to the Second Amendment to the Development Agreement (the “***Second DA Addendum***”). As set forth in the Second DA Addendum, the parties have agreed to replacement of the Cinema Element with an anchor food and recreation use. One purpose of this Amendment is to make changes to the Agreement regarding this replacement that correspond to the Second DA Addendum.

C. In addition, since the First Amendment, the City has taken steps to secure funding for construction of the in-water improvements to the Eclipse Mill Park. Because of this, the parties desire to adjust the certain timing provisions regarding the park.

D. Further, the parties acknowledge that all rights, obligations and liabilities that PNW Riverfront LLC had under the Agreement have been assigned to and assumed by the Developer pursuant to the Assignment Agreement, and PNW Riverfront LLC does not hold

any interest in the Developer Property. Therefore, the parties now desire to remove PNW Riverfront LLC as a party to this Agreement.

E. Accordingly, the Parties hereto have agreed to amend the Agreement as set forth herein.

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in accordance with the terms of the Agreement, Developer and the City hereby amend the Agreement as follows:

1 REPLACEMENT OF CINEMA WITH ANCHOR FOOD AND RECREATION USE

In the Agreement (including the exhibits thereto), the terms “cinema”, “Cinema Element Phase” and “Cinema Element Property” are each respectively replaced with “AFR Use,” “AFR Phase,” and “AFR Property,” as such terms are defined in the Second DA Addendum.

Section 3.4 of the Agreement, which was added by the First Amendment, is amended to read as follows: “As stated in the 2nd Amendment to the DA as amended, Developer will, prior to completion of the Third Phase, complete the AFR Phase.”

2 ECLIPSE MILL PARK

The City anticipates receiving funding for the Later Phase Eclipse Mill Park Project in 2025, with construction beginning and complete in 2025 or 2026. The parties agree that for construction purposes it would be most efficient if Developer’s First Phase Park Project were constructed after completion of the City’s Later Phase Eclipse Mill Park Project. Accordingly, the parties amend the Agreement as follows:

2.1 The fifth sentence of Section 1.4 of the Agreement is replaced with “Developer will cause First Phase Park Completion to occur in accordance with the approved plans and specifications no later than 18 months after the City completes its Later Phase Eclipse Mill Park Project, subject to extension of such date for Force Majeure as provided in Section 13.2 (“***First Phase Park Completion Deadline***”).”

2.2 The parenthetical in the first sentence of Agreement Section 2.3.3.2 is replaced with “(other than the First Phase Park Project, which must be completed by the First Phase Park Deadline).”

Section 7.2.2 of the Agreement is deleted. However, in the event that the City does not secure the anticipated funding for the Later Phase Eclipse Mill Park Project and provides written notice thereof to Developer, then (A) the First Phase Park Completion Deadline will be 18 months after the date of such notice to Developer, but in no event will such deadline be earlier than December 31, 2026, with such deadline subject to

extension for Force Majeure as provided in Section 13.2 and (B) Section 7.2.2 of the Agreement is automatically deemed restored to the Agreement as of the date of such notice to Developer.

The City shall cooperate with Developer to issue any extensions of the permits for the First Phase Park Project that are necessary to implement the timelines contemplated by this Amendment.

3 REMOVAL OF PNW RIVERFRONT, LLC

For the reasons set forth in Recital D above, PNW Riverfront LLC is hereby removed as a party to the Agreement.

4 AGREEMENT IN FULL FORCE AND EFFECT

Except as modified by this Amendment, the Agreement remains in full force and effect. This Agreement may be signed with AdobeSign, which is fully binding.

[SIGNATURE PAGES FOLLOW]

CITY SIGNATURE PAGE

CITY:

CITY OF EVERETT

By: _____
Cassie Franklin, Mayor

ATTEST:

By: _____
Office of City Clerk

APPROVED AS TO FORM:

By: _____
Office of City Attorney

DEVELOPER SIGNATURE PAGES

DEVELOPER:

**RIVERFRONT COMMERCIAL INVESTMENT, L.L.C.,
a Washington limited liability company**

By: _____

Its: _____

**RIVERFRONT PHASE 1 LLC,
a Washington limited liability company**

By: _____

Its: _____

**RIVERFRONT PHASE 2 LLC,
a Washington limited liability company**

By: _____

Its: _____

**RIVERFRONT PHASE 3 LLC,
a Washington limited liability company**

By: _____

Its: _____

**RIVERFRONT PHASE 4 LLC,
a Washington limited liability company**

By: _____

Its: _____

RIVERFRONT THEATER LLC,
a Washington limited liability company

By: _____

Its: _____

RIVERFRONT GROCER LLC,
a Washington limited liability company

By: _____

Its: _____



PLANNING COMMISSION RESOLUTION NO. 23-04

A Resolution Recommending that the City Council Approve an Amendment to the Riverfront Planned Development Overlay and Development Agreement

WHEREAS, THE PLANNING COMMISSION FINDS THE FOLLOWING:

- A.** The City and Developer are parties to the Development Agreement dated June 2, 2009, which was amended by the First Amendment dated April 3, 2014, the Second Amendment to Development Agreement dated May 17, 2019, and the Addendum to Second Amendment dated as of May 4, 2021 (the 2021 addendum, the “Initial Addendum”; the 2019 amendment the “Second Amendment”; the development agreement as amended by both amendments and the Initial Addendum, the “Development Agreement”). Unless otherwise defined herein, all capitalized terms in this Addendum have the meaning set forth in the Second Amendment. The names of the lots in the paragraph above are as defined in the Assignment and Assumption Agreement by and among the parties dated December 20, 2019, recorded under Snohomish County recording no. 202001090614 (“Assignment Agreement”).
- B.** On October 21, 2019, the City approved a minor amendment to the Final Development Plan in accordance with EMC 19.29, which revised the second page of Attachment E-1 to the Second Amendment. The amended version of the second page of Attachment E-1 was attached to the Initial Addendum as Exhibit A. Now the parties are further amending the Final Development Plan as set forth in this Addendum. The revised Attachment E-1 Final Development Plan is attached to this Addendum as Exhibit A.
- C.** As acknowledged in the Initial Addendum the COVID-19 pandemic has occurred since the execution of the Second Amendment and has impacted the viability and timing of certain elements of the Everett Riverfront Development. Specifically, Developer has determined that the Cinema Element of the Everett Riverfront Development is no longer viable. As further contemplated by the Initial Addendum, Developer has proposed and the City desires to approve, replacement of the Cinema Element with an anchor food and recreational use, as set forth in this Addendum.
- D.** On August 1, 2013, PNW Riverfront, LLC assigned and Riverfront assumed all of the rights, obligations and liabilities of PNW Riverfront with respect to the Development Agreement and other agreements related to the Property pursuant to that Riverfront Assignment and Assumption Agreement recorded under Snohomish County recording no. 201311180486. Riverfront has subsequently assigned and Riverfront Phase 1, LLC, Riverfront Phase 2, LLC, Riverfront Phase 3, LLC, Riverfront Phase 4, LLC, Riverfront Grocer, LLC and Riverfront Theater, LLC have assumed rights, obligations and liabilities under the Development Agreement as more particularly set forth in the Assignment Agreement. PNW Riverfront does not hold any interest in the Property or under the Development Agreement. The parties now desire to remove PNW Riverfront as a party to the Development Agreement.

- E. The Planning Commission finds that the proposed amendments to the Riverfront Planned Development Overlay meet the approval criteria in EMC 19.29.050(C).
- F. The Planning Commission defers a public hearing on the matter to the city council.

NOW, THEREFORE, THE PLANNING COMMISSION RECOMMENDS THE FOLLOWING:

The Planning Commission recommends that the City Council adopt the Second Addendum to the Second Amendment to the Riverfront Development Agreement as presented hereto as Exhibit A and incorporated herein as if fully set forth.

Planning Commission Chair

Planning Commission Secretary

Dated:

EXHIBIT A: PROPOSED SECOND ADDENDUM TO SECOND AMENDMENT TO RIVERFRONT DEVELOPMENT AGREEMENT

SECOND ADDENDUM TO SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Second Addendum to the Second Amendment to Development Agreement (this "Addendum") is dated as of last signature below (the "Effective Date"), and is made and entered into by and among **RIVERFRONT COMMERCIAL INVESTMENT, L.L.C.** ("Riverfront"), a Washington limited liability company and **RIVERFRONT PHASE 1, LLC**, a Washington limited liability company, with respect to the Phase 1 Lots, **RIVERFRONT PHASE 2, LLC**, a Washington limited liability company, with respect to the Phase 2 Lots, **RIVERFRONT PHASE 3, LLC**, a Washington limited liability company, with respect to the Phase 3 Lots, **RIVERFRONT PHASE 4, LLC**, a Washington limited liability company, with respect to the Phase 4 Lots, **RIVERFRONT GROCER LLC**, a Washington limited liability company, with respect to the Grocer Lot, **RIVERFRONT THEATER, LLC**, a Washington limited liability company, with respect to the Theater Lot (collectively, "Developer"); and (ii) the **CITY OF EVERETT**, a municipal corporation of the State of Washington (the "City").

RECITALS

The City and Developer are parties to the Development Agreement dated June 2, 2009, which was amended by the First Amendment dated April 3, 2014, the Second Amendment to Development Agreement dated May 17, 2019, and the Addendum to Second Amendment dated as of May 4, 2021 (the 2021 addendum, the "Initial Addendum"; the 2019 amendment the "Second Amendment"; the development agreement as amended by both amendments and the Initial Addendum, the "Development Agreement"). Unless otherwise defined herein, all capitalized terms in this Addendum have the meaning set forth in the Second Amendment. The names of the lots in the paragraph above are as defined in the Assignment and Assumption Agreement by and among the parties dated December 20, 2019, recorded under Snohomish County recording no. 202001090614 ("Assignment Agreement").

On October 21, 2019, the City approved a minor amendment to the Final Development Plan in accordance with EMC 19.29, which revised the second page of Attachment E-1 to the Second Amendment. The amended version of the second page of Attachment E-1 was attached to the Initial Addendum as Exhibit A. Now the parties are further amending the Final Development Plan as set forth in this Addendum. The revised Attachment E-1 Final Development Plan is attached to this Addendum as Exhibit A.

As acknowledged in the Initial Addendum the COVID-19 pandemic has occurred since the execution of the Second Amendment and has impacted the viability and timing of certain elements of the Everett Riverfront Development. Specifically, Developer has determined that the Cinema Element of the Everett Riverfront Development is no longer viable. As further contemplated by the Initial Addendum, Developer has proposed and the City desires to approve, replacement of the

Cinema Element with an anchor food and recreational use, as set forth in this Addendum.

On August 1, 2013, PNW Riverfront, LLC assigned and Riverfront assumed all of the rights, obligations and liabilities of PNW Riverfront with respect to the Development Agreement and other agreements related to the Property pursuant to that Riverfront Assignment and Assumption Agreement recorded under Snohomish County recording no. 201311180486. Riverfront has subsequently assigned and Riverfront Phase 1, LLC, Riverfront Phase 2, LLC, Riverfront Phase 3, LLC, Riverfront Phase 4, LLC, Riverfront Grocer, LLC and Riverfront Theater, LLC have assumed rights, obligations and liabilities under the Development Agreement as more particularly set forth in the Assignment Agreement. PNW Riverfront does not hold any interest in the Property or under the Development Agreement. The parties now desire to remove PNW Riverfront as a party to the Development Agreement

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises as stated herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PNW, Riverfront, and the City hereby agree as follows:

1. Amendment of the Cinema Element Phase to the Anchor Food and Recreation (AFR) Phase.

A. The Cinema Element Property is renamed the “Anchor Food and Recreation Property” (or “AFR Property”) with no changes to the location or boundaries of such property. The Cinema Phase is renamed the Anchor Food and Recreation Phase (or “AFR Phase”). The Cinema use that was contemplated as part of the Cinema Phase is hereby replaced with an Anchor Food and Recreation Use (or “AFR Use”).

1. An Anchor Food and Recreation (AFR) Use means *an anchor establishment with indoor and outdoor spaces covering a substantial majority of the AFR Property that provides restaurant quality food and beverage service combined with active recreational options, such as, for example, table tennis, pickleball, tennis, handball, golf, squash, volleyball, or racquetball. An AFR Use does not include fitness centers or health spas.*

2. . The revised Final Development Plan attached to this Addendum as Exhibit A, is hereby approved by the City.

B. As defined in the Initial Addendum, the AFR Phase is one of the Remaining Phases. Prior to the completion of the Third Phase Developer will complete the AFR Phase, which will include construction of an AFR Use on the AFR Property. Drawings of the AFR Element are attached as Exhibit B (“AFR Drawings”). Figure 11 and Figure 12 of the First Phase Drawings that were attached as part of Exhibit 1 to the Second Amendment are hereby deleted. The AFR Drawings shall also be incorporated into subsection I: Supplemental Examples of the Mixed Use Design Guidelines that are Attachment G to the Second Amendment, as approved renderings for the AFR Phase under such guidelines.

2. Amendment of Section 5.2: Developer Property – Use Restriction. The new Section 5.2.1.1 of the Second Amendment which was added by the Initial Addendum is hereby amended to read as follows:

5.2.1.1 Anchor Food and Recreation Phase. Notwithstanding anything to the contrary in this Agreement, the sole permitted use of the AFR Property prior to issuance of a Partial Certificate of Completion for the AFR Phase is as follows: development and construction of an AFR Use substantially as shown in the AFR Drawings and the revised Final Development Plan and in accordance with applicable provisions of the Second Amendment. Modifications to the Final Development Plan approved by the Planning Director using the criteria for administrative modification of the Final Development Plan as specified in the City's Planned Development Overlay regulations as set forth in EMC Chapter 19.29 shall be deemed to be "substantially as shown in the Final Development Plan" as that term is used in this Section. The Planning Director shall have the sole authority to determine if final site layout and building designs proposed for AFR Phase are "substantially as shown in the AFR Drawings." A decision to reject a plan or permit based on not being "substantially as shown in the AFR Drawings" must not be arbitrary and must be made in writing and supported by detailed findings. Second Amendment Section 5.2.2 does not apply to the AFR Phase. However, if Developer proposes a design that is not substantially as shown in the approved AFR Drawings, then such proposal will be subject to Planning Director approval on the basis of whether the proposed design meets the definition of an AFR Use, complies with the Design Guidelines, and provides at least the level of quality represented by the AFR Drawings. A decision to reject a plan or permit based on non-compliance with the preceding sentence must not be arbitrary and must be made in writing and supported by detailed findings.

3. Park Project. The deadlines for the Eclipse Mill Park project and the First Phase Park Project are as set forth in the Restated PDA, as amended.

4. Removal of PNW Riverfront LLC. For the Reasons set forth in Recital D above, PNW Riverfront LLC is hereby removed as a party to the Development Agreement.

5. General Provisions.

5.1 Counterparts; pdf Signatures. This Addendum may be executed in more than one counterpart, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. AdobeSign or other electronic or pdf signatures on this Agreement shall constitute original signatures of the Parties.

5.2 Recording. Either party may arrange for the recording of this Addendum with the Snohomish County Auditor's office, as necessary to disclose this Addendum on title documents for the affected property.

6. Other. Except as expressly modified in this Addendum, the Second Amendment shall remain in full force and effect.

EXHIBITS:

Exhibit A – Revised Attachment E-1: Final Development Plan and Anchor Food and Recreation Drawing

SITE PLAN

RIVERFRONT



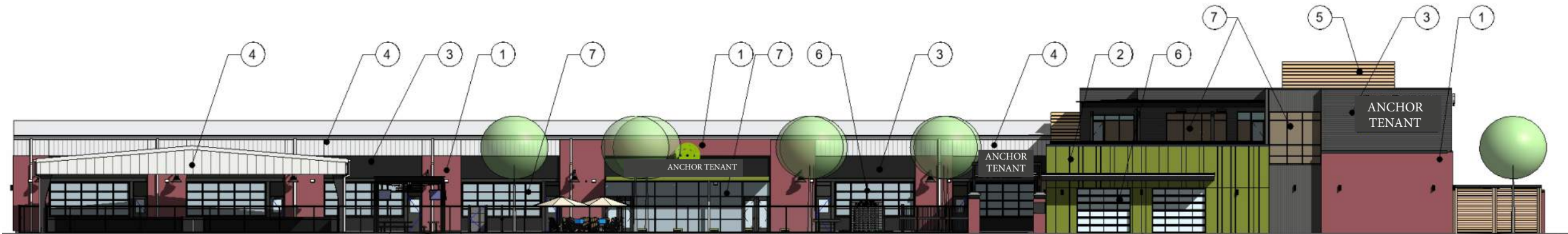
ELEVATIONS

RIVERFRONT

2 West Elevation



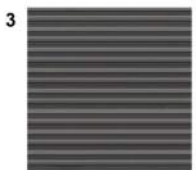
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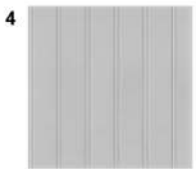
BRICK VENEER



FLAT METAL PANEL



HORIZONTAL METAL PANEL



VERTICAL METAL PANEL



HORIZONTAL WOOD



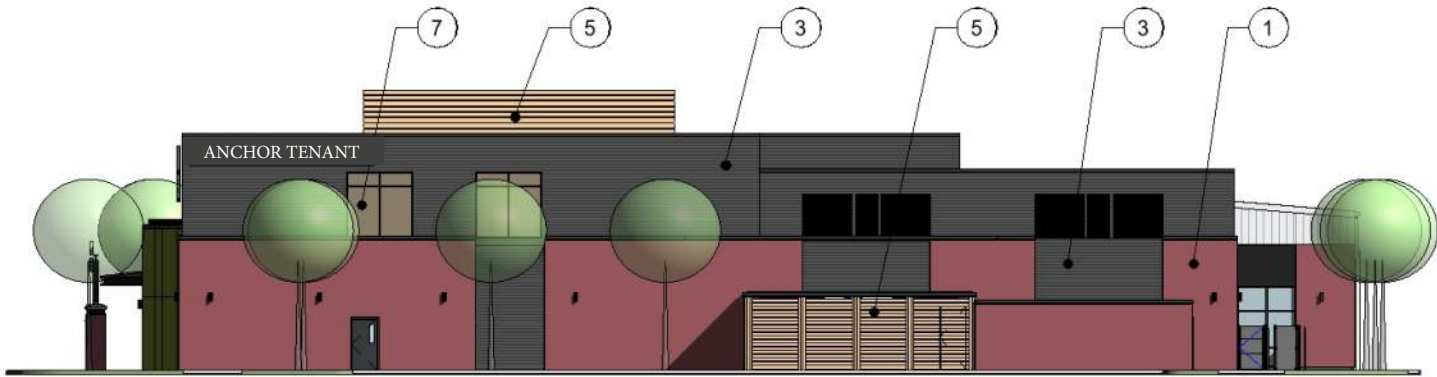
OPERABLE DOORS



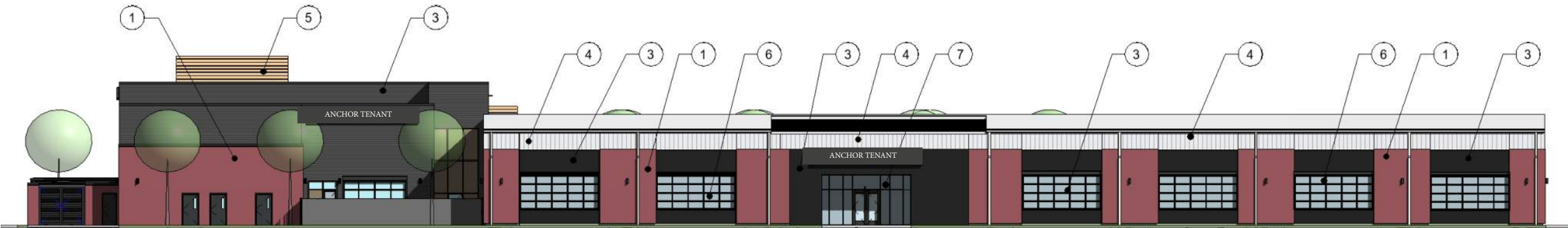
ALUMINIUM STOREFRONT

ELEVATIONS

RIVERFRONT



4 East Elevation



3 North Elevation



BRICK VENEER



FLAT METAL PANEL



HORIZONTAL METAL PANEL



VERTICAL METAL PANEL



HORIZONTAL WOOD



OPERABLE DOORS



ALUMINIUM STOREFRONT

RIVERFRONT

NOVEMBER 8, 2023



DEVELOPER

Shelter Holdings

ARCHITECT

MG2

SMR

YAEGER

CIVIL ENGINEER

Perteet

STRUCTURAL ENGINEER

CT Engineering Inc.

LANDSCAPE ARCHITECT

Weisman Design Group

MECHANICAL ENGINEER

Robison Engineering

Sider & Byers

ELECTRICAL ENGINEER

Follett Engineering

AWA Electrical Consultants

ENVIRONMENTAL

Herrera Environmental Consultants

HWA

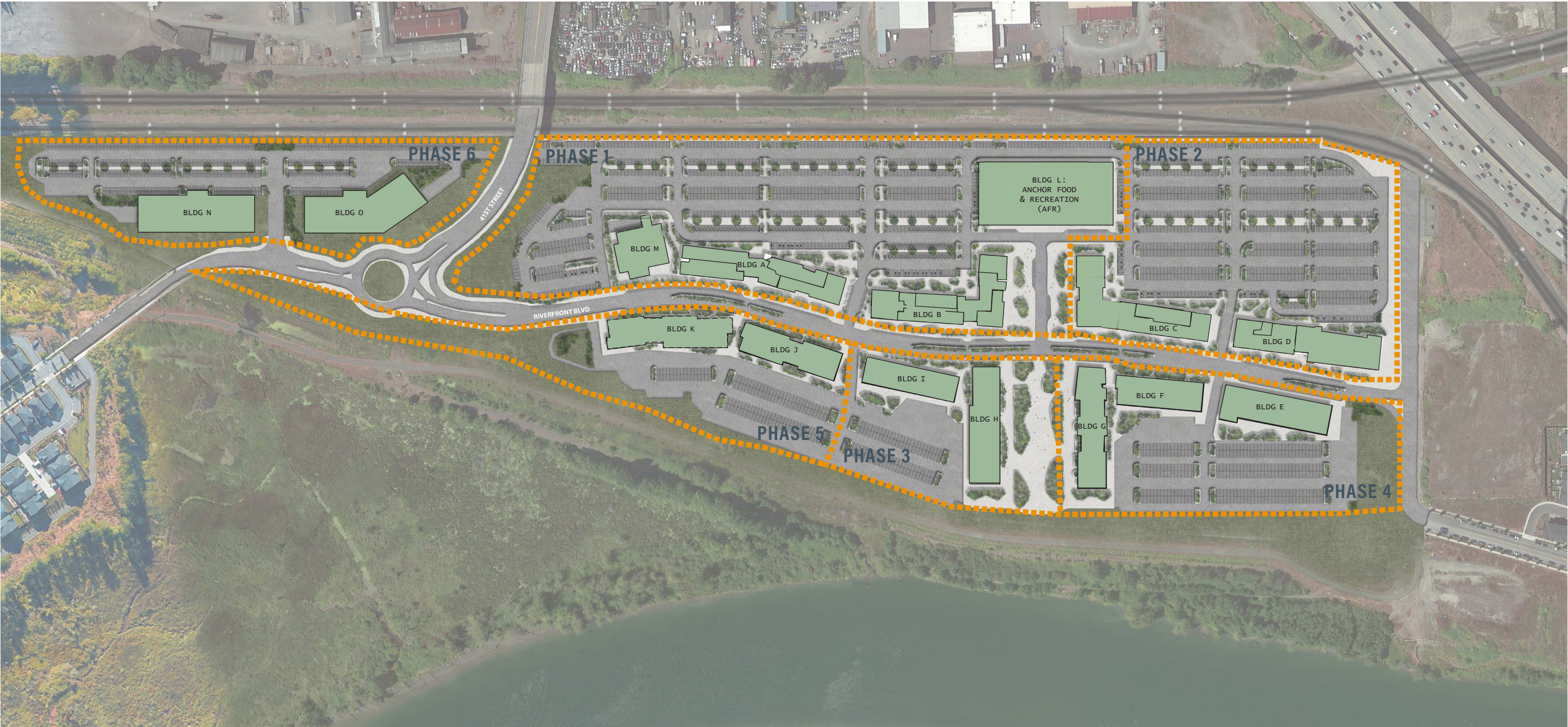
TRAFFIC

TENW



SITE PLAN

RIVERFRONT



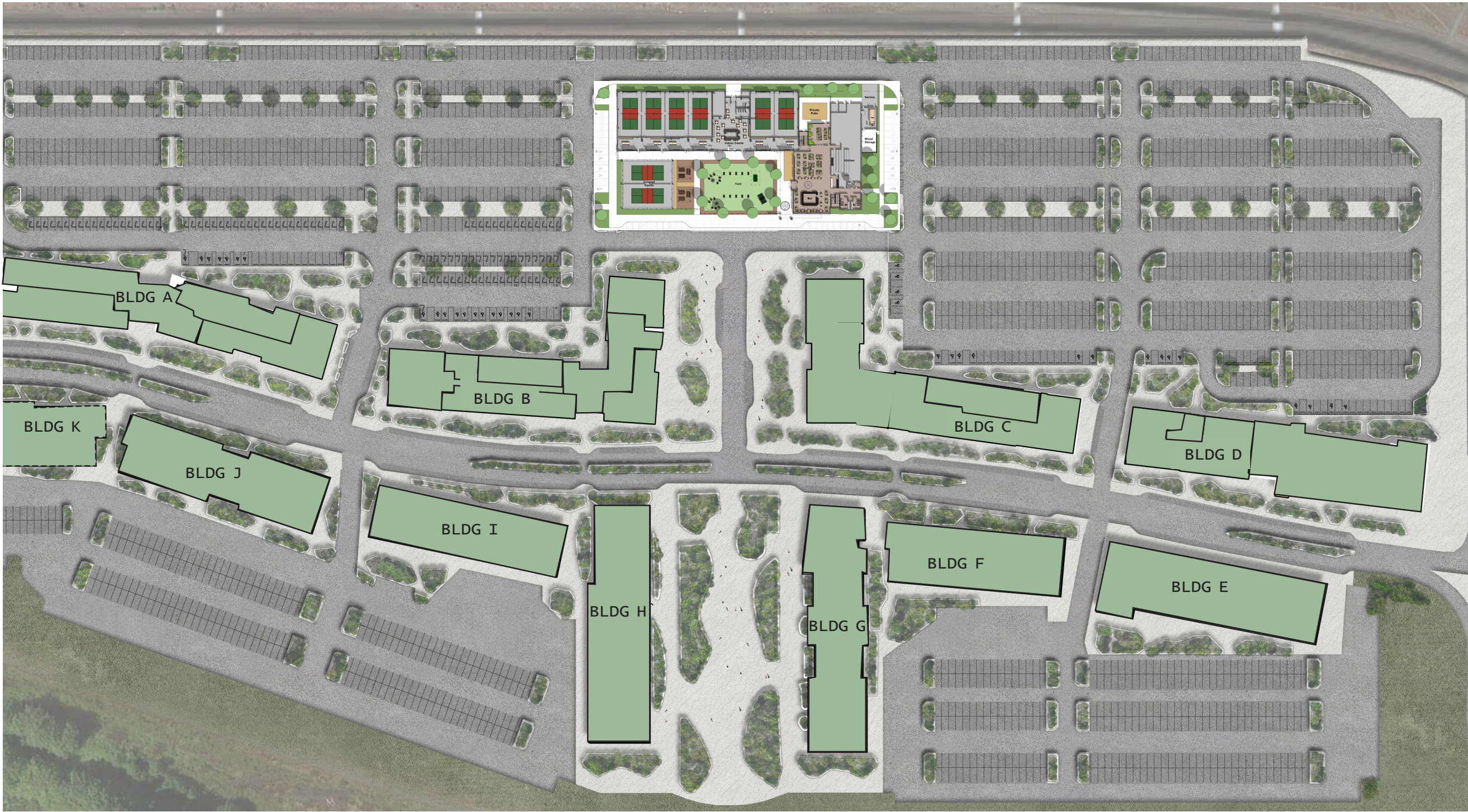
ANCHOR FOOD & RECREATION (AFR) SITE PLAN

RIVERFRONT



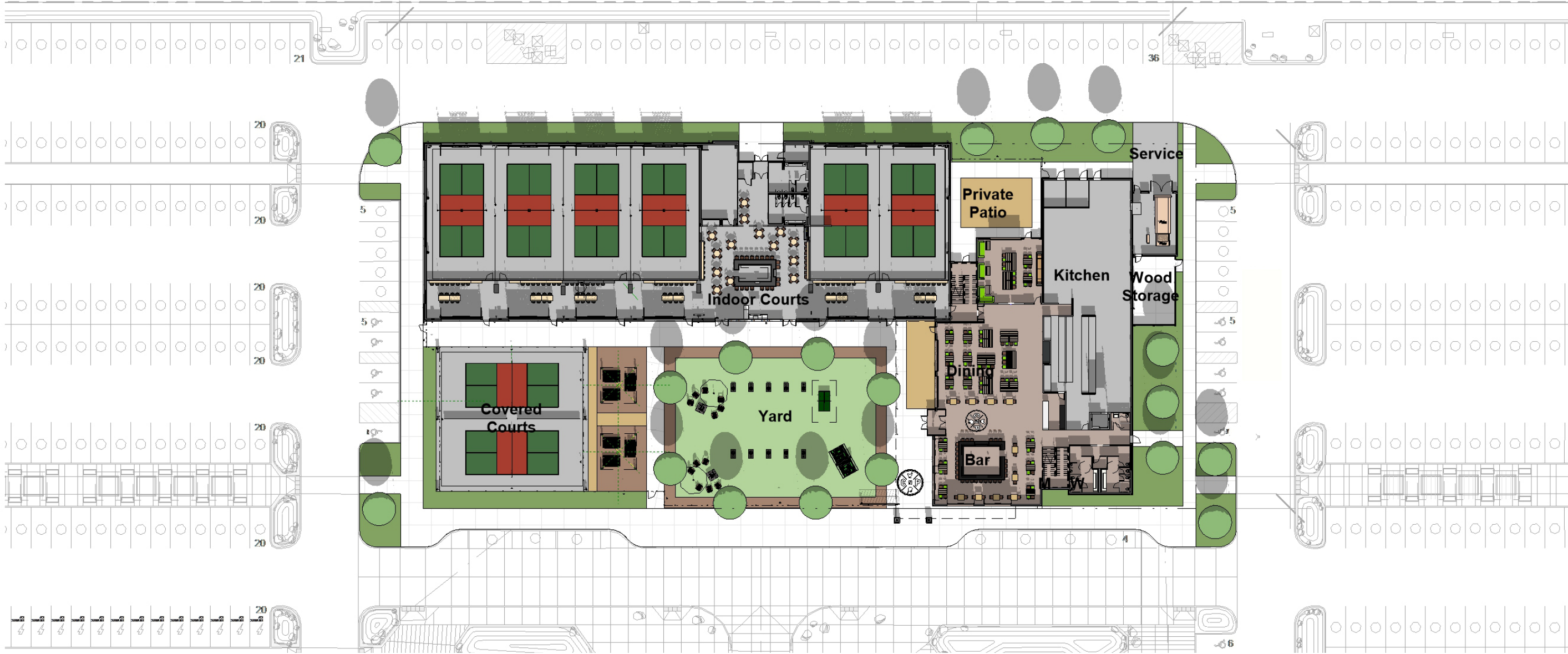
ANCHOR FOOD & RECREATION (AFR) SITE PLAN

RIVERFRONT



ENLARGED PROPERTY PLAN

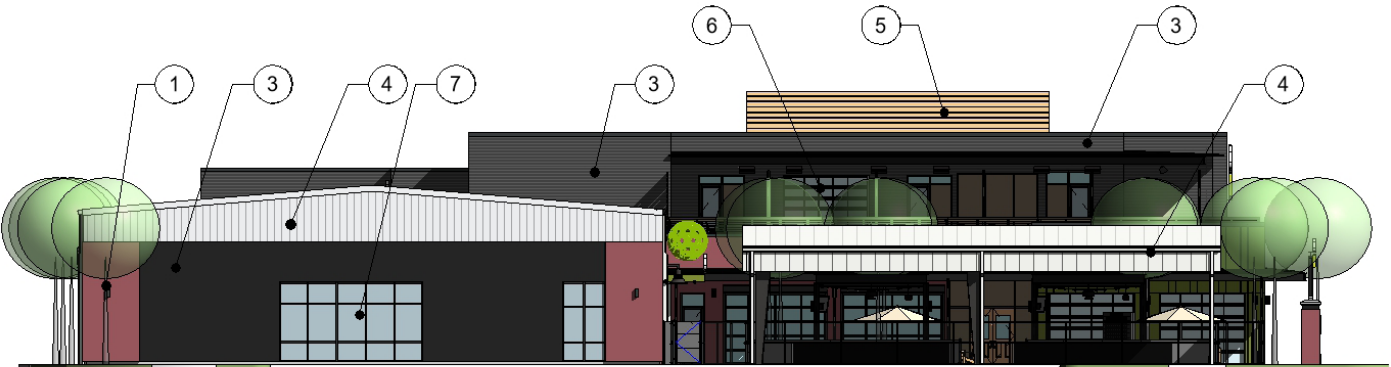
RIVERFRONT



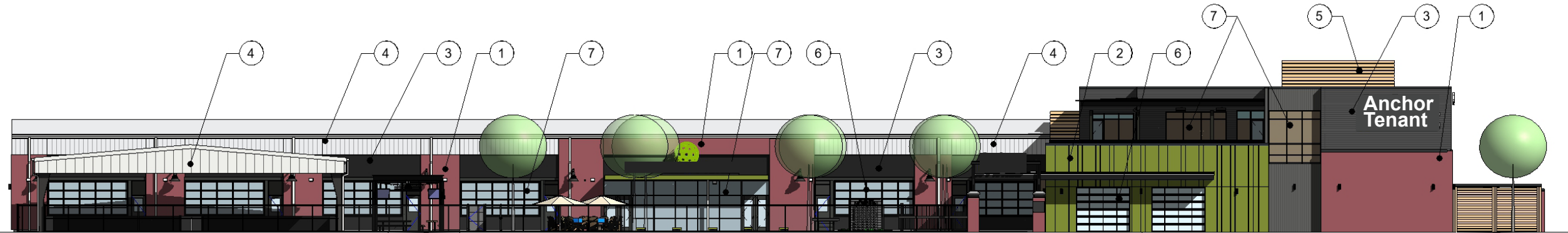
ELEVATIONS

RIVERFRONT

2 West Elevation



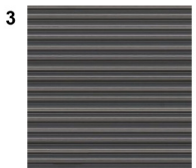
1 South Elevation



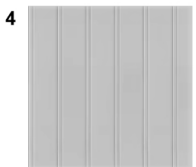
BRICK VENEER



FLAT METAL PANEL



HORIZONTAL METAL PANEL



VERTICAL METAL PANEL



HORIZONTAL WOOD



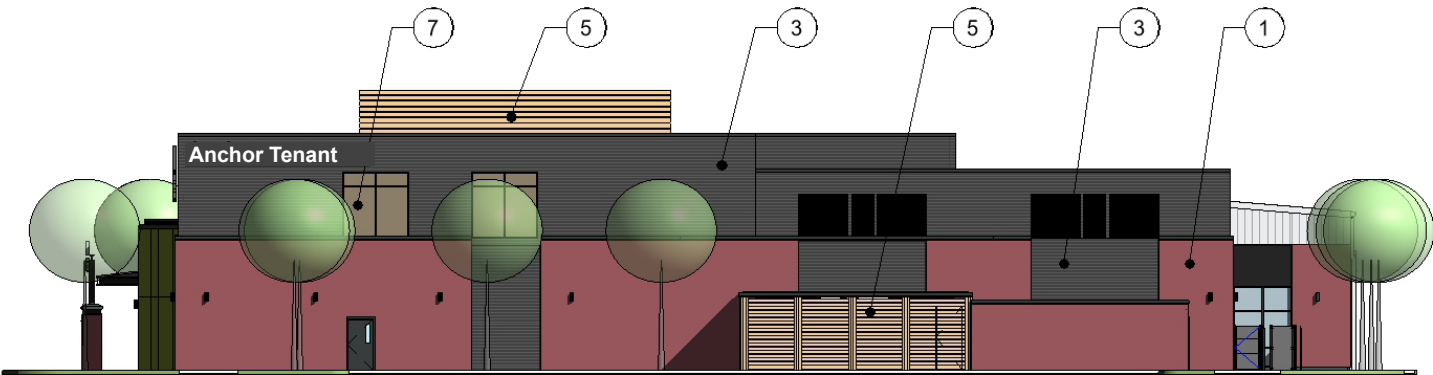
OPERABLE DOORS



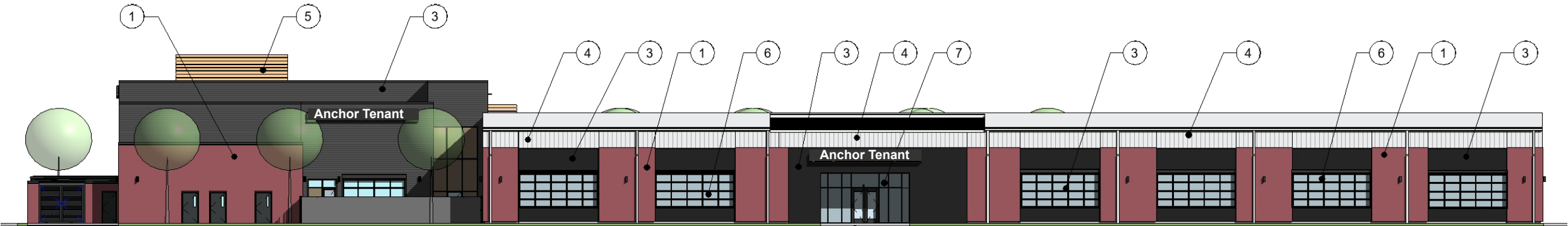
ALUMINIUM STOREFRONT

ELEVATIONS

RIVERFRONT



4 East Elevation



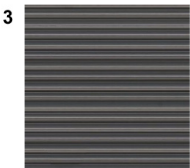
3 North Elevation



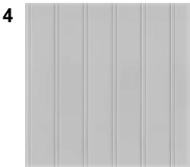
BRICK VENEER



FLAT METAL PANEL



HORIZONTAL METAL PANEL



VERTICAL METAL PANEL



HORIZONTAL WOOD



OPERABLE DOORS



ALUMINIUM STOREFRONT

Q & A

RIVERFRONT



Project title: Authorize Mayor to sign a Professional Services Agreement with Shiels Obletz Johnsen Inc.

Council Bill #

Agenda dates requested:

November 8, 2023

Briefing	X
Proposed action	
Consent	
Action	X
Ordinance	
Public hearing	
Yes	X No

Budget amendment:

Yes	X No
-----	------

PowerPoint presentation:

X Yes	No
-------	----

Attachments:

Professional Services Agreement

Department(s) involved:

Administration; Economic Development

Contact person:

Dan Eernisse

Phone number:

425-257-8681

Email:

deernisse@everettwa.gov

Initialed by:

DE

Department head

Administration

Council President

Consideration: Professional Services Agreement

Project: Everett Stadium Project

Partner/Supplier: Shiels Obletz Johnsen, Inc. (SOJ)

Location: City of Everett

Preceding action: Joint Resolution of Support for a new Everett outdoor multipurpose stadium: [9/28/22](#)

Fund: Fund 145

Fiscal summary statement:

In 2022, the State of Washington awarded eleven cities funds to upgrade community stadiums and fields. The Everett stadium project received the largest grant of \$7.4 million to pay for infrastructure costs associated with providing a facility for the AquaSox that meets Major League Baseball's new standards. Until state funds are made available to offset this expense, Shiels Obletz Johnsen, Inc. (SOJ) will be paid through Fund 145. If Council awards the PSA as recommended, a corresponding budget amendment to Fund 145 will be proposed at an upcoming Council meeting. Once state funds are available, a budget amendment will also be made to reflect this revenue.

Project summary statement:

On [September 28, 2022](#), the City and County passed Joint Resolution No. 22-056 in support of a new Everett outdoor multipurpose stadium. If the City is to execute this stadium project, centralized project management will be necessary. Projects of this size and complexity are beyond the scope of current City staffing. In July, the City executed a \$50,000 professional services agreement with SOJ, which is a Seattle and Portland-based project management firm, with projects such as ShoWare Center, Lumen Field Modernization, Climate Pledge Arena, T-Mobile Park (Safeco Field), FIFA World Cup 2026 Seattle Host City Capital Projects, Seattle Storm Temporary Improvements at Alaska Airlines Arena, Seattle Aquarium Ocean Pavilion, Pike Place Market Renovation and MarketFront. The purpose of the initial agreement was to get the project moving.

Continued project management services will be required as the project moves through the environmental review, site evaluation, project development, and design stages in 2023 and 2024. Upcoming project management services will certainly exceed \$50,000 through 2024. Accordingly, in accordance with Procurement Policy, City staff is bringing forward to City Council a new professional services agreement for \$344,400.

Recommendation (exact action requested of Council):

Authorize the Mayor to Sign the Professional Services Agreement with Shiels Obletz Johnsen, Inc. in the amount of \$344,400 in substantially the form provided.



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the person identified as the Service Provider in the Basic Provisions below ("**Service Provider**"). This Agreement includes the Basic Provisions, the attached General Provisions, the attached scope of Work (Exhibit A), and the attached method of compensation (Exhibit B).

In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree as follows:

BASIC PROVISIONS	
Service Provider	Shiels Oblatz Johnsen, Inc.
	1109 First Avenue, Suite 330
	Seattle, WA 98101
	ben@sojsea.com
City Project Manager	Dan Eernissee
	2930 Wetmore Avenue
	Everett, WA 98201
	DEernissee@everettwa.gov
Brief Summary of Scope of Work	Project management for the Everett stadium project
Completion Date	December 31, 2024
Maximum Compensation Amount	\$344,400

BASIC PROVISIONS	
Service Provider Insurance Contact Information	USI Insurance Services NW
	610-362-8130
	Dawna.brosius@usi.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If the Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>
Prior Agreement	City and Service Provider are parties to the prior Professional Services Agreement dated 7.14.2023. That prior agreement is terminated and superseded by this Agreement as of the date of the Mayor’s signature below.

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement as of the date of last signature below.

**CITY OF EVERETT
WASHINGTON**

SHIELS OBLETZ JOHNSEN, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Brad Tong

Signer's Email Address: bradt@sojsea.com

Title of Signer: Managing Partner

Date

ATTEST

Office of the City Clerk



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
JUNE 23, 2023

ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS)

1. **Engagement of Service Provider.** The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work. The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider's proposal or other document generated by Service Provider is attached or part of any attachment to this Agreement, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of the General Provisions of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider's design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and shall be completed by Completion Date stated in the Basic Provisions.
4. **Compensation.**
 - A. The City shall pay the Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
 - B. The Service Provider shall be paid such amounts and in such manner as described in Exhibit B.
 - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to the Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for the Service Provider.

- D. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
 - E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.
5. **Method of Payment.**
- A. To obtain payment, the Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.
 - B. All requests for payment should be sent to the City Project Manager Address in the Basic Provisions.
6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.
7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, the Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as email. The City does not by this Section 7 waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due the Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.
8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of the Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.
9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

10. **Indemnification.** To the extent of Service Provider's negligence, breach of this Agreement, or violation of law, or willful misconduct, and except as otherwise provided in this Section 10, the Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. The Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section 10 whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Service Provider's duty to defend and indemnify and save harmless pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's liability under this Section 10 shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section 10: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10. The provisions of this Section 10 shall survive the expiration or termination of this Agreement.

11. **Insurance.**

A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in Section 11.A above with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.
2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual

aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
 4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Service Provider to furnish the required insurance during the term of this Agreement.
 - C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
 - D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
 - E. Prior to the Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.
 - F. If the policy listed in Section 11.B.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy.
 - G. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
 - H. In case of the breach of any provision of this Section 11, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of the Service Provider, and with such insurers, as the City may deem

proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.

13. **Independent Contractor.**

- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
- (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the City. The Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Service Provider's employees, while so engaged on any of the Work.

- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
 - E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** The Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, the Service Provider shall make available to the City for the City's examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.
19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall

deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.

20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by the Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
24. **Modification of Agreement.** This Agreement may only be modified as provided in ¶18, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Service Provider.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
 - A. Notices to the City of Everett shall be sent to the City Project Manager address in the Basic Provisions.
 - B. Notices to the Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** The Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

31. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
32. **Standard Documents.** The Basic Provisions and General Provisions are standard City form documents. No changes by Service Provider are authorized to the Basic Provisions or General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that the Service Provider makes unauthorized changes to the Basic Provisions or the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form Basic Provisions and General Provisions, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

END OF GENERAL PROVISIONS

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK)

The City of Everett requires an outside firm to provide project management, site evaluation, and other services for the proposed development and construction of a multi-purpose park, amphitheater, and minor league baseball stadium within the City of Everett (the “Project”).

The City of Everett has secured state capital funds to conduct the initial feasibility analysis, economic impact, and further due diligence analysis to evaluate alternative locations for the Project. The Project is anticipated to include:

- A park that will provide a wide range of recreational, event, and entertainment options for the Everett community. The vision is of an urban park that complements the existing park system and recreational options, anticipates growth projections in the city, and allows the use of the field except during ticketed events as well as areas of exclusive park use.
- A facility that should be able to be relatively easily converted into an amphitheater seating at concerts, graduations, and events. The vision is for an open-air venue that complements the Angel of the Winds Arena and provides accessible, affordable, and safe outdoor events.
- The stadium will be used by the Everett AquaSox, a professional High A Minor League baseball team currently playing in the Northwest League championship sanctioned by USA Baseball. The vision for the project is an unpretentious 2,800 – 3,200 seat multi-purpose stadium designed for professional baseball. The Stadium will comply with MiLB standards for player development and multi-use activities that may include emergency management, youth sports, concerts, and other events.

So far, two prospective sites have been identified by the City; however, the Project Manager may be asked to expand the analysis to other potential sites.

The City of Everett sees the Project progressing in three phases:

- Phase One (2023-2024):
 - Evaluation of site alternatives, including State Environmental Policy Act (SEPA) review
 - Site evaluation and due diligence, and study of economic impact and market feasibility for site alternatives
 - Determination of Project scope and financial viability for both initial construction and operation and maintenance; development of pro forma sources and uses budgets for both
 - Site selection
 - Confirm necessary funding for site assembly and construction and identify sources of funding for operation and maintenance
 - Preparation for Phases Two and Three
- Phase Two (2024-2025)

- Real Property Acquisition
- Selection of and contract negotiations with the designer, developer/contractor to construct the Project
- Negotiation of AquaSox lease
- Negotiation of legally binding commitments with other public and private parties necessary to fully fund construction and operation, and maintenance (sponsors, naming rights, etc.)
- Design and Permitting of Project
 - Phase Three (2025-early 2027)
 - Project Construction
 - Project ready for AquaSox baseball for the 2027 season.

SCOPE OF WORK: PHASE ONE

This scope of work is for project management, site alternative evaluation, and other services for Phase One of the Project (2023-2024). It is possible that the Project Manager’s contract will be extended to include later phase work.

A. Project Management

The Project Manager will be charged with providing Project leadership. The Project Manager will be the central organizing and driving brain of all parts of the Project. The Project Manager must “own” the Project, understand the critical path(s), and push the Project through Phase One. The Project Manager should not expect to receive detailed direction from the City of Everett. It will be the Project Manager’s responsibility to be the initiator and assign responsibilities to the Project team.

B. Phase One Work

1. Project Team – Early Analysis Support

Provide recommendations for additional areas of expertise and team composition to support the successful implementation of Phase 1. This could include preliminary/conceptual design studies, early environmental work, community outreach, real estate finance, and land use consultation, third-party cost review/estimator, and Sports Market and/or Performance Venue Market Feasibility analysis. Support and manage solicitation, selection, and management of additional consultants as requested.

2. State Environmental Policy Act (SEPA) Process

Shortly after the Project Manager is under contract, the City intends to engage a consultant for the SEPA and EIS processes. The Project Manager will be charged with coordinating and assisting with the selection of the SEPA consultant. The Project Manager will manage the SEPA consultant and will closely coordinate with the City’s SEPA legal counsel.

3. Site Alternative Analysis/Feasibility

The City anticipates that site analysis will require the tasks described below. The Project Manager will be charged with managing the Project so that site analysis is completed. The City expects that most of the tasks will be completed by other consultants, such as the SEPA consultant, whom the Project Manager will manage. The City expects that the Project Manager will identify when additional consultants are necessary to complete the tasks. The tasks below should not be taken as

final, but instead should be taken only as illustrative of the City's general intent. The Project Manager will be expected to revise and reformulate the tasks as necessary to achieve Project goals and timelines and, in close collaboration with the SEPA consultant and SEPA legal counsel, achieve completion of Phase One.

Task I – Site Evaluation and Preliminary Economic Feasibility

1. Size – determine the site size needed to accommodate the facility, which is expected to be approximately 6 – 12 acres. City and Project Manager will initially discuss the project and confirm the acreage necessary for the project.
2. Orientation – determine whether the alternative sites will accommodate the orientation required to meet recommended MiLB specifications along with other multi-purpose stadium functions.
3. Constructability – top-level opinion of site alternatives feasibility to construct the project as envisioned, such as topography, reasonable utility proximity, demolition requirements, parking, transit connections, land acquisition, and public entitlements.
4. Location – are the site alternatives reasonably located relative to the project purpose?
5. Preliminary zoning review – are the sites currently zoned to allow the project?
6. Project Economic Impact – initial direct and indirect economic impacts of project construction and operations with a strong emphasis on long-term placemaking impact on downtown Everett, given the critical and unique role downtown will play in helping the city achieve its long-term growth and sustainability targets.
7. Project Market Feasibility – initial project market analysis to quantify demand, market capacity, and other factors relative to the project's economic feasibility.
8. Other – The City and Project Manager may add/modify the scope and tasks included in Task I.

Task II – Site Due Diligence/Concept Design/Overall Project Feasibility

1. Program Development – with City input, develop a rough design program for the project for each site alternatives in order to provide adequate information to due diligence contractors.
2. Preliminary sources and uses budgets for both construction and operation and maintenance – Develop preliminary total project budget in alignment with proposed funding sources and project schedule.
3. Collaborate with City and Team to partner with other organizations to develop a complete project funding strategy (construction and operation and maintenance).
4. Confirm necessary funding for site assembly and construction and identify viable sources of funding for operation and maintenance.
5. Preliminary schedule development – develop project schedule incorporating City decision-making processes, funding source approval, land acquisition, procurement plan, design, permitting, and construction for each site alternative.
6. Develop stakeholder engagement plan including but not limited to a project charter.
7. Develop procurement plan for designer and developer/contractor for Project.

8. Concept Design – develop draft conceptual project design for each site alternative to depict facility orientation, adjacent development potential, basic facility materiality, operational perspectives, neighborhood connectivity, connectivity to parking facilities and public transportation, and other factors which will be determined in order to depict the project.
9. Other – The City and Project Manager may add/modify the scope and tasks included in Task II.

Task III – Site Feasibility and Economic Impact

1. Parking – provide an initial assessment of parking needs, potential parking inventory development within the site alternatives, and parking assets within a 20-minute walking distance to the site, identifying specific parking types (private, public, garage, surface, etc.), owners, total capacities, other uses that could impact facility event availability (net available) and pricing.
2. Traffic – provide an initial opinion of ingress/egress circumstances, challenges, and likely modifications that could/should be considered for facility operations.
3. Acquisition – provide an initial assessment of land assembly feasibility, including the number of parcels required, owner, historical title transfer/price information, and a rough estimate of land acquisition costs. This task must be done in close cooperation with the City site acquisition legal counsel.
4. Commercial Development – provide an initial opinion of commercial development opportunities within the sites and/or adjacent to the sites.
5. Neighborhood Assessment – provide a description of any adjacent, abutting, or otherwise impacted neighborhoods, communities, districts, or enterprises with an opinion of benefits and/or challenges to the project.
6. Economic Impact – extension of the project’s economic impacts which should be site specific, such as adjacent, ancillary commercial development opportunities and catalytic influence for community redevelopment.
7. Other – The City and Project Manager may add/modify scope and tasks included in Task III.

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT
(METHOD OF COMPENSATION)

**SELECT ONE OF THE FOLLOWING METHODS OF COMPENSATION, EACH OF WHICH IS
SUBJECT TO THE MAXIMUM COMPENSATION AMOUNT**

- ☒ **HOURLY RATE.** The City shall pay Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified below for staff performing the Work.

Name	Title	Rate
Ethan Bernau	Partner/Senior Project Manager	\$232/hr
Ben Franz-Knight	Partner/Senior Project Manager	\$252/hr
Julie DeDonato	Project Manager	\$200/hr
Matt Strutynski	Project Controls	\$105/hr
Ken Johnsen	Strategic Advisor	\$300/hr
enter name	enter title	enter rate
enter name	enter title	enter rate

If there are more staff than rows in the table above, then those staff names, titles, and rates shall be provided in the Scope of Work.

- ☐ **PROGRESS PAYMENTS.** The City shall pay Service Provider the following amounts upon the completion of the following tasks.

Task	Amount Paid on Task Completion
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount

If there are more tasks than rows in the table above, then those tasks and payment amounts shall be provided in the Scope of Work.

- ☐ **LUMP SUM.** The City shall pay Service Provider \$ enter amount upon the completion of the Work.

- ☐ **METHOD CONTAINED IN SCOPE OF WORK.** The City shall pay Service Provider as set forth in the Scope of Work.



City of Everett Stadium/Amphitheater/Park Project

+

SEPA Consultant Contract
Environmental Science Associates

SOJ is a project management firm with over 39 years of experience managing complex high-profile projects spanning the full scope of development.

Our Services- Project Focused Community Driven

Schedule Development & Management • Master Budget Tracking & Cost Control • Architect & Contractor Selection • Contract Negotiation & Administration • Entitlements Management • Community Engagement • Management of Planning, Design & Construction

Our Team

Ben Franz-Knight
Partner & Sr.
Project Manager

Julie DeDonato
Project Manager

Ethan Bernau
Partner & Sr.
Project Manager



Our Experience

Lumen Field Modernization
69,000 Seat Stadium
Seattle, WA | Ongoing

ShoWare Center
\$85M | 154,000 SF
Kent, WA | 2006 - 2009

**Seattle Storm Temporary HVAC
Alaska Airlines Arena**
\$650k | HVAC System Upgrade
Seattle, WA | 2019

**Pike Place Market Levy
Funded Renovation**
\$68.6M | 11 Buildings/9 Acres
Seattle, WA | Completed 2013

Seattle Aquarium Ocean Pavilion
\$160M | 50,000 SF
Seattle, WA | 2017 - Present

Tukwila Justice Center
\$67M | 47,000 SF
Tukwila, WA | 2016 - 2020

T-Mobile Park (Safeco Field)
\$517M
Seattle, WA | 1996 - 1999

Seattle Joint Training Facility
\$33M | 13 Acres
Seattle, WA | 2004 - 2007

Pike Place Market MarketFront
\$74.4M | 210,000 SF
Seattle, WA | 2012-2017

**Climate Pledge Arena Early
Enabling**
\$4.5M of \$900M total
Seattle, WA | 2018 - 2019

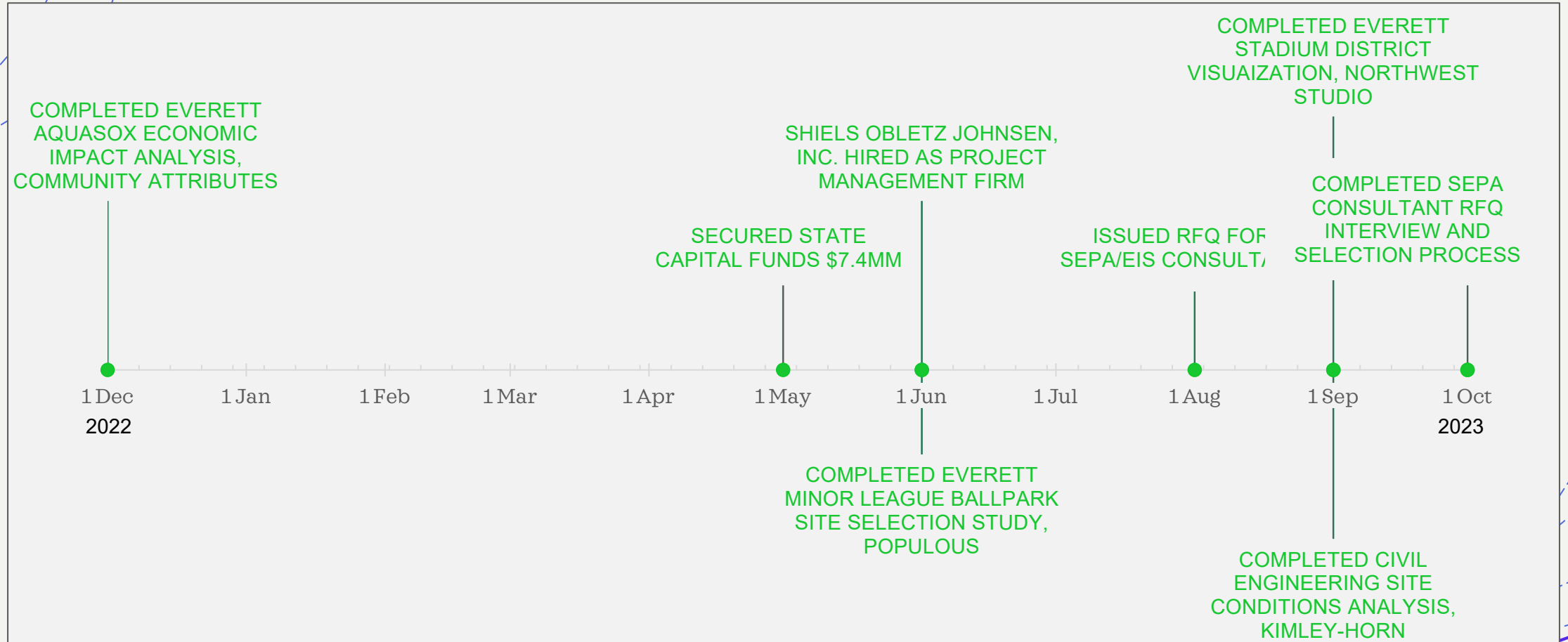
City of Everett Stadium/Amphitheater/Park Project

- + Since 1984, Everett Aquasox provided professional athletic events, business partnerships, local business impacts, community pride and entertainment for all ages and income.
- + In 2021, Major League Baseball (MLB) reconfigured Minor League Baseball (MiLB) which resulted in new requirements for MiLB stadium facilities.
- + Funko Field, the current home of the Everett AquaSox, does not meet the new facility standards required by MLB.

City of Everett Stadium/Amphitheater/Park Project

- + The City of Everett and Snohomish County are partnering with the owners of the Everett AquaSox to lead a public-private effort to investigate the feasibility of a new outdoor multipurpose facility located in the City of Everett.
- + On September 28, 2022, the **City and County passed Joint Resolution No. 22-056** in support of investigating the feasibility of a new Everett outdoor multipurpose stadium.
- + The new facility should provide 2,800 – 3,200 fixed seats for baseball fans, up to 5,000 seats for events and space for a public park.

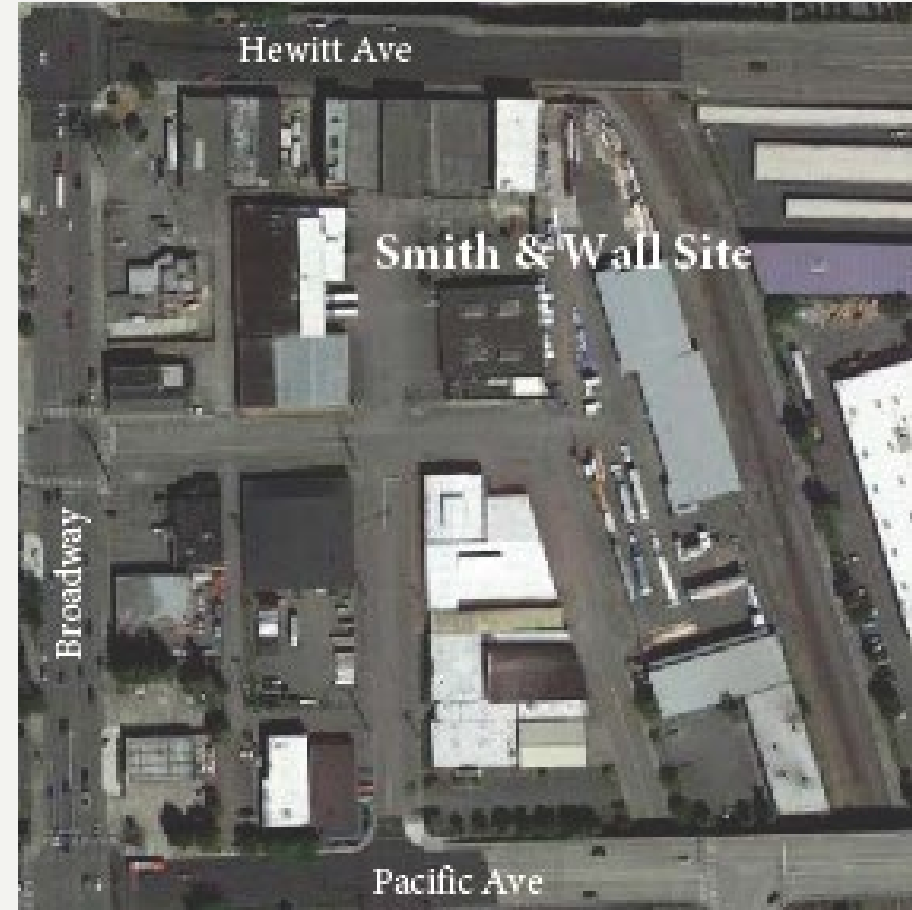
City of Everett Stadium/Amphitheater/Park Project Progress To Date Timeline



The State of Washington's Environmental Policy Act (SEPA) Environmental Impact Statement(EIS)

- + The proposed stadium project requires compliance with SEPA through an EIS process, which identifies and analyzes environmental impacts for several project alternatives through a public process to support informed decision making.
- + The EIS process will consider environmental information (impacts, alternatives, and mitigation) and seek public input and comment.
- + It is important to integrate EIS with agency activities at the earliest possible time to ensure planning and decisions reflect environmental values, avoid delays later in the process, and seek to resolve potential problems.
- + The City's goal is to complete the EIS process in a thorough timely manner.

The SEPA EIS will present an equal level of analysis for two Alternative sites and one No Action Alternative.



SEPA Consultant

City of Everett Stadium/Amphitheater/Park Project

- + The City of Everett requested statements of qualifications from consulting teams specializing in SEPA and EIS (Environmental Impact Statement) processes.
- + Four firms responded and were scored on previous experience working on multipurpose event venues with complex urban design issues (including traffic, transit, and parking implications) and strength of proposed project management team.
- + After the interview and scoring process **Environmental Science Associates (ESA)** was selected as the preferred SEPA Consultant.

Project title: Award RFQ 2023-117 and Authorize Mayor to sign a Professional Services Agreement with Environmental Sciences Associates

Council Bill #

Agenda dates requested:

November 8, 2023

Briefing

Proposed action

Consent

Action ☒

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Professional Services Agreement

Department(s) involved:

Administration; Economic Development; Procurement

Contact person:

Dan Eernisse

Phone number:

425-257-8681

Email:

deernisse@everettwa.gov

Initialed by:

DE

Department head

Administration

Council President

Consideration: Professional Services Agreement

Project: Everett Stadium Project

Partner/Supplier: Environmental Science Associates

Location: City of Everett

Preceding action: Joint Resolution of Support for a new Everett outdoor multipurpose stadium: [9/28/22](#)

Fund: Fund 145

Fiscal summary statement:

In 2022, the State of Washington awarded eleven cities funds to upgrade community stadiums and fields. The Everett stadium project received the largest grant of \$7.4 million to pay for infrastructure costs associated with providing a facility for the AquaSox that meets Major League Baseball's new standards. Until state funds are made available to offset this expense, Environmental Science Associates (ESA) will be paid through Fund 145. If Council awards RFQ 2023-117 as recommended, a corresponding budget amendment to Fund 145 will be proposed at an upcoming Council meeting. Once state funds are available, a budget amendment will also be made to reflect this revenue.

Project summary statement:

As the community is aware, Major League Baseball (MLB) has imposed new stadium requirements on all Minor League Baseball (MiLB) teams. Funko Field, where the AquaSox currently play, needs major renovation or rebuilding to meet MLB requirements. If in the next few years, a MiLB team does not make significant progress to play in a stadium that complies, MLB will either move the team to another city or take away its franchise.

One of the longest lead time items on providing a stadium compliant with the new rules—wherever that stadium might be located in Everett – is compliance with the state environmental policy act (SEPA). SEPA requires that an Environmental Impact Statement (EIS) be prepared on projects like this, including the evaluation of alternatives. This is anticipated to take about a year.

This work is ordinarily competed by an outside consultant. The City issued a Request for Qualifications 2023-117 on August 14, 2023, with responses due September 6, 2023. Finalists were interviewed, and the highest evaluated is Environmental Sciences Associates (ESA).

Recommendation (exact action requested of Council):

Award RFQ 2023-117 and Authorize the Mayor to Sign the Professional Services Agreement with Environmental Sciences Associates in the amount of \$807,421, in substantially the form provided.



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") is effective as of the date of the Mayor's signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the person identified as Service Provider in the Basic Provisions below ("**Service Provider**"). This Agreement is for the purpose of the Service Provider providing services to the City as set forth in the Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

BASIC PROVISIONS	
Service Provider	Environmental Science Associates
	2801 Alaskan Way, Suite 200
	Seattle, WA 98121
	pxander@esassoc.com
City Project Manager	Julie DeDonato
	City of Everett -- SOJ
	1109 First Avenue, Suite 330
	Seattle, WA 98101
Brief Summary of Scope of Work	julied@sojsea.com
	SEPA consultant for stadium project
Completion Date	November 15, 2024
Maximum Compensation Amount	\$807,421

BASIC PROVISIONS	
Service Provider Insurance Contact Information	RLI Insurance Company
	Ali Smith
	619-788-5795 (50206)
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

**CITY OF EVERETT
WASHINGTON**

ENVIRONMENTAL SCIENCE ASSOCIATES

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Stacy Bumback

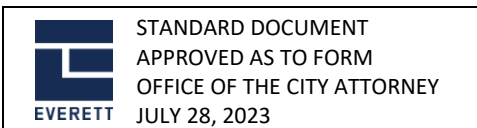
Signer's Email Address: sbumback@esassoc.com

Title of Signer: NW Regional Manager

Date

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.071423.21)

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work attached as Exhibit A. The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City, belong to the City. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and shall be completed by Completion Date stated in the Basic Provisions.
4. **Compensation.**
 - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work. Any item in a budget or cost estimate labelled “contingency” is for services necessary in furtherance of the Work as specifically pre-authorized in writing by the City Project Manager. No payment from a “continency” line item will be made by the City without such authorization from the City Project Manager.
 - B. Service Provider shall be paid such amounts and in such manner as described in Exhibit B.
 - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. “Eligible Expenses” means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the

expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for Service Provider.

- D. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
- E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. **Method of Payment.**

- A. To obtain payment, Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.
- B. All requests for payment should be sent to the City Project Manager Address in the Basic Provisions.

6. **Submission of Reports and Other Documents.** Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as email. The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the

scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
10. **Indemnification.** To the extent of Service Provider's negligence, breach of this Agreement, or violation of law, or willful misconduct, and except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's liability under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the expiration or termination of this Agreement.
11. **Insurance.**
 - A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
 1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide

Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
 4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.
- C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
- D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
- E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's obligations to fulfill the requirements.
- F. If the policy listed above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy.
- G. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide

the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

- H. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

- 12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.

13. **Independent Contractor.**

- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City.

Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.

- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
 - E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the “Act”). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City’s public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney’s fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.
20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider’s work hereunder. If the grant or loan requires that the agency be a third party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider. Amendments to this Agreement that change the Total Compensation Amount or the Completion Date or make substantial changes to the Work must be approved by the City Council and signed by the Mayor. Other amendments may be signed by Mayor.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
- A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
 - B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

**END OF GENERAL PROVISIONS
(v.071423.21)**

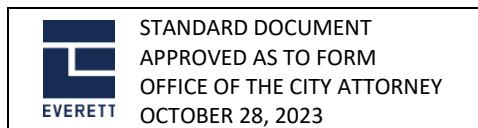


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

Project Description

The City of Everett has selected ESA to assist with the City of Everett Baseball Stadium/Amphitheatre/Park Project (the Project). The Project involves the development and operation of a new outdoor multi-purpose facility that would include a new High-A Minor League baseball stadium that provides 2,800-3,200 fixed seats for baseball fans and that converts to an "amphitheater" to seat up to 5,000 persons, and development of an urban park. The City has identified two different locations in north Everett where the Project could be developed.

This scope of work describes the tasks and activities that ESA will undertake necessary to complete the State Environmental Policy Act (SEPA) environmental review process for the Project, and the assumptions and deliverables associated with each. The work will be conducted according to the terms of ESA's contract with the City of Everett that is executed. This scope of work also provides general assumptions, a draft budget, and a draft schedule for the overall work proposed.

General Assumptions

- The City of Everett Planning Department is the lead agency for SEPA and has full editorial discretion over the content of the Environmental Impact Statement (EIS).
- The ESA Team will prepare the EIS in conformance with SEPA requirements in City of Everett Code.
- Shields Obletz Johnsen (SOJ) will represent the City through the SEPA process.
- The Draft EIS (DEIS) will evaluate up to two (2) build or Action Alternatives, which will be developed to a conceptual level, approximately 10% design level and a No Action Alternative.
- The EIS will be a "limited scope" EIS with four elements of the environment (transportation, light & glare, noise, and cultural historical analyzed for the Alternatives. It is assumed that the City agrees to built-in mitigation as part of the project description for any potential significant impacts in all other disciplines, so they are reduced to a below significant level. If the scope is changed at the City's request following the scoping process, ESA will review and identify whether there are any necessary associated budget or schedule changes.
- The SOJ/City Team will provide detailed descriptions and graphical depictions of their proposal including operational characteristics (e.g., event size and frequencies, hours of

operation), physical design characteristics (e.g., loading/service delivery, lighting and signage, outdoor sound amplification), employment, and sustainability features.

- The No Action Alternative will describe the conditions at Funko Field with no AquaSox Baseball Team but with other baseball activities continuing.
- The City and SOJ will provide ESA with all previously prepared materials related to planning for the Project.
- Unless otherwise stated, all deliverables will be provided in electronic PDF format to the City's designated project manager (or designated, secured file-sharing location) who will be responsible for appropriate distribution.
- ESA has assumed one) version of internal review of the DEIS, and the FEIS followed by production of the final version, and one (1) round of internal review of other deliverables.
- The City will provide timely reviews of internal deliverables, in accordance with agreed-upon review schedules and stipulations. The City will consolidate comments from various individuals, departments, and parties involved in the internal review process and resolve any conflicting comments prior to asking ESA to address them.
- The estimated duration from Notice to Proceed to publication of the Final EIS (FEIS) is approximately 12 months. This timeframe may be adjusted as a detailed schedule is developed by ESA and approved by the City.
- The schedule is dependent on timely delivery of project information by the applicant, timely review of ESA Team materials by the applicant and the City, and other factors outside the control of the ESA Team.

Contract

This document constitutes the scope of work for the contract for preparing the EIS. The scope encompasses EIS scoping through preparation of the DEIS, consolidation of and responses to comments on the DEIS, through the completion of the FEIS.

Contract Change Management

Events outside the control of the ESA Team have the potential to change the established scope of work. ESA's project manager will monitor the contract scope, schedule, budget, and completion status. ESA will communicate promptly if changes in scope, budget, or schedule are anticipated or requested by the City. If a change in scope is necessary, the ESA Team and the City Team would jointly agree on strategies to address changes to the scope, budget, or schedule. ESA would prepare and submit a change request specifying the agreed-to changes to the scope, budget, and/or schedule to the City for amendment, as required in the contract agreement.

Tasks

Task 1 Project Management and Meetings

Task Objective:

This task's objective is to provide the overall management and coordination of all work under this scope, delivered pursuant to the confirmed project schedule and budget.

Subtask 1.1 Project Management Tasks

ESA's Project Management Team, Crescentia Brown (Project Director), Pamela Xander (Project Manager), and Emily Heim (Deputy Project Manager), will oversee all consultant team activities and coordinate with City staff to the extent necessary to implement the overall scope of work and meet the City's goals, which include certification of an environmental document in 2024. ESA's Principal-in-Charge (Brian Boxer) will provide strategic guidance.

Subconsultants on the ESA Team include Fehr and Peers (F&P) for transportation and Stantec for Light and Glare. In this scope of work, the "ESA Team" refers to ESA and its subconsultants. ESA can bring on additional subconsultants if there is a need as the project progresses. However, we believe our current group can provide additional services if needed including geotechnical services, increased public involvement, and architectural design services. The current scope of work assumes the following roles:

- Project Proponent – City of Everett
- Project Applicant – City of Everett
- City Representative – SOJ
- SEPA Lead Agency – City of Everett Planning Department
- SEPA Responsible Official – Yorik Stevens-Wajda

In this scope of work, the "City Team" refers to SOJ and any City personnel.

In light of the desired accelerated project schedule, this subtask assumes a high level of involvement by the ESA Team and the City Team to address project management issues in an expedited manner, including maintenance of the project schedule, regular ongoing coordination, internal coordination of the technical members of the ESA Team, guidance from the technical team, preparation of public presentations, review and revision based on City comments, Quality Assurance & Quality Control (QA/QC), and other related tasks.

ESA will prepare and submit monthly invoices and progress reports, which will include subcontractor progress reports and invoices. The progress report will include a summary of work conducted and a status report on the overall progress.

**Deliverables:**

- Ongoing project quality assurance, schedule and budget management, and project communications.
- Monthly invoices and progress reports.

Assumptions:

- Length of contract is 12 months or less.
- ESA will begin this task within 2 weeks of notice to proceed.

Subtask 1.2 Project Coordination Meetings

This subtask includes regular virtual project coordination meetings/conference calls between the ESA Team and the City Team. It is anticipated that these meetings will be attended by ESA's Project Manager, and as needed, by the ESA Project Director and/or Deputy Project Manager to track project progress and address issues as they arise. ESA's Principal-in-Charge will be available to the City on an as-needed basis.

- Bi-weekly Project Meetings with City Team - ESA's project manager (and up to 1 other ESA Team staff) will attend 30-minute bi-weekly meetings with the City's SEPA Project Manager and City Team (including City legal counsel) as needed to coordinate on information sharing and project status. For budgeting purposes, the total number of 30-minute bi-weekly meetings over the 12-month period is assumed to be 24, although the frequency, ESA Team staff, and duration of the meetings will vary depending on the work phase or specific need. It is assumed that these bi-weekly meetings will be held on Teams/Zoom. If the City Team prefers some in-person meetings, the ESA Team can accommodate that in accordance with adjustments in the available budget.
- Internal ESA Team Project Meetings – Periodically, the ESA Team will need to meet internally to ensure that all staff are on schedule and are consistently informed of any changes relevant to their required analysis or documentation. The scope and budget allows for up to two (2) 30-minute Team/Zoom meetings per month for 12 months, although the frequency and duration of these meetings will vary depending on the work phase.

Deliverables:

- Summaries documenting decisions and key actions only if required for the SEPA Administrative record.

Assumptions:

- Bi-weekly meetings with the City Team meetings will be held depending on need and are assumed to be virtual.

Subtask 1.2.1 Kick-off Meeting

The ESA Team will host a virtual project kick-off meeting for no more than two-hours with the City Team to review overarching project objectives, organization, communication protocols, document retention and distribution protocol, project schedule, as well as determine available information from the City Team. This is important to make sure that all team members are able to receive the same information and ask questions before they begin their work.

Deliverables:

- Project Kick-off meeting agenda
- Designate Data sharing protocol
- Near-term tasks and information needs schedule.
- Project Description confirmation
- Alternatives confirmation
- Running list of follow-up items

Assumptions:

- Up to 6 selected ESA Team members will attend the kick-off meeting.
- City Team will select their attendees to attend the meeting.
- The meeting will be held on Teams/Zoom and last no longer than 2 hours.

Subtask 1.3 Technical Meetings and Site Visit

The ESA Team will require internal technical meetings between subject matter experts where their analyses overlap. The scope and budget allow for up to two (2) 30-minute Team/Zoom meetings per month for 12 months, although the frequency and duration of these meetings will vary depending on the work phase.

Subject matter experts will need to make a site visit to gather data and other information relevant to their documentation for the EIS. It is assumed that the site visits would last no more than 4-6 hours. The majority of the ESA Team will be able to drive from the general Seattle vicinity to Everett directly.

Deliverables:

- Updates to the Subtask 1.2.1 Running list of follow-up items, if needed.

Assumptions:

- The technical meetings will be held on Teams/Zoom and last no longer than 30-minutes
- The site visits will last no more than 4-6 hours depending on the subject matter expert.

Task 2 Scoping

Task Objective:

The objective of this task is to complete all of the required EIS scoping work as per SEPA Rules in Washington Administrative Code (WAC) 197-11-408 as stated below:

Scoping.

(1) The lead agency shall narrow the scope of every EIS to the probable significant adverse impacts and reasonable alternatives, including mitigation measures. For example, if there are only two or three significant impacts or alternatives, the EIS shall be focused on those.

(2) To ensure that every EIS is concise and addresses the significant environmental issues, the lead agency shall:

(a) Invite agency, affected tribes, and public comment on the DS (WAC [197-11-360](#)).

(i) If the agency requires written comments, agencies, affected tribes and the public shall be allowed twenty-one days from the date of issuance of the DS in which to comment, unless expanded scoping is used.

(iii) The date of issuance for a DS is the date it is sent to the department of ecology and other agencies with jurisdiction, and is publicly available.

(b) Identify reasonable alternatives and probable significant adverse environmental impacts.

(c) Eliminate from detailed study those impacts that are not significant.

(d) Work with other agencies to identify and integrate environmental studies required for other government approvals with the EIS, where feasible.

(3) Agencies, affected tribes, and the public should comment promptly and as specifically as permitted by the details available on the proposal.

(4) Meetings or scoping documents, including notices that the scope has been revised, may be used but are not required. The lead agency shall integrate the scoping process with its existing planning and decision-making process in order to avoid duplication and delay.

(5) The lead agency shall revise the scope of an EIS if substantial changes are made later in the proposal, or if significant new circumstances or information arise that bear on the proposal and its significant impacts.

(6) DEISs shall be prepared according to the scope decided upon by the lead agency in its scoping process.

(7) EIS preparation may begin during scoping.

Subtask 2.1 Project Description Development

Establishing the project description at the beginning of the project is crucial to being able to begin the EIS process and issue the appropriate SEPA threshold determination. The project description should be developed in enough detail that the public is able to reasonably consider the proposal, raise questions, and become educated about the goals and objectives of the Project.

A project description is also needed for subject matter experts to begin their analyses of the Alternatives. Even if not all of the project design and specifications are complete, the ESA Team will work with the City Team to produce the appropriate ranges and estimates for information that is still forthcoming.



It is important to understand that once the analysis by the subject matter experts has begun, there should be no substantive revisions to the project description or there is a risk that the technical reports will need to begin again which will impact scope, budget, and schedule.

Deliverables:

- Draft Project Description
- Final Project Description

Assumptions:

- One (1) round of City Team review.
- City consolidates all City comments prior to submitting to ESA.
- The project description will be finalized within three (3) weeks of Notice to Proceed by the City with input from the ESA and will not change after the initial confirmation.

Subtask 2.2 Project Alternative Development

The EIS must evaluate reasonable alternatives that could feasibly attain the proposal's objective and are within a jurisdictional agency's authority to control. The City has requested that two (2) Action Alternatives and a No Action Alternative be presented to the public in the Scoping Notice. The City requested the following Alternatives:

- No Action Alternative
- Action Alternatives:
 - Alternative 1: Funko Field
 - Alternative 2: Smith & Wall

After Scoping is complete, ESA will consult with the City Team to determine if the Alternatives need to be revised or refined.

Deliverables:

- Draft Description of Alternatives
- Final Description of Alternatives

Assumptions:

- The EIS should include a discussion of the "affected environment" for each of the alternatives (WAC 197-11-440 (6) and WAC 197-11-430 (2)(e)). The elements of the built and natural environment to be discussed are listed in WAC 197-11-444.
- There will be no more than two (2) Action Alternatives and a No Action Alternative.
- Alternatives to be evaluated in the DEIS will be refined based on scoping comments.
- One (1) round of City Team review.
- City consolidates all City staff comments prior to submitting to ESA.
- The Alternatives will be finalized within three (3) weeks of Notice to Proceed by the City with input from the ESA.



- The scope, budget, and/or schedule will be revised accordingly to match the final Alternatives as per City Team instructions.

Subtask 2.3 Issuance of Determination of Significance (DS) and Notice of Scoping

Upon completion of the project description and initial description of the Alternatives, the City SEPA Responsible Official may issue a SEPA threshold determination. It is assumed that the threshold determination will be a Determination of Significance as per WAC 197-11-736 as stated below:

Determination of significance (DS).

"Determination of significance" (DS) means the written decision by the responsible official of the lead agency that a proposal is likely to have a significant adverse environmental impact, and therefore an EIS is required (WAC [197-11-310](#) and [197-11-360](#)). The DS form is in WAC [197-11-980](#) and must be used substantially in that form.

The ESA Team will provide a draft DS and Notice of Scoping form for the City Team to review. The final version for the City to sign and issue and post on the Ecology SEPA Register will be provided after comments from the City have been integrated.

Deliverables:

- Draft DS and Notice of Scoping
- Final DS and Notice of Scoping

Assumptions:

- The SEPA Responsible Official will issue a DS.
- The City Team will post to the Ecology SEPA register and prepare for distribution to appropriate jurisdictional agencies as described in the Public Outreach and Engagement process.
- One (1) round of City Team review.
- The City will consolidate all City staff comments prior to submitting to ESA.

Subtask 2.4 Scoping Comment Management

The City Team will collect all scoping comments and provide those comments to the ESA Team to produce the Scoping Summary Report.

Assumptions:

- The City will compile Scoping comments received via email and hard copy (received at the public meeting and mail).
- All hard copy comments will be scanned (readable) and sent to ESA electronically.
- No more than 50 comments from individuals or agencies will be received during Scoping. Additional comments may require a change to the scope and budget.

Subtask 2.5 Scoping Summary Report

Following completion of the Scoping process and receipt of all scoping comments from the City, the ESA Team will develop a Scoping Summary report for the City Team to review. The Scoping Summary report will identify major themes and describe how those identified issues will be addressed in the DEIS. The Scoping Summary report will also identify comments that are outside the scope of DEIS. This is an important part of the overall SEPA Administrative Record and will be attached as an appendix to the DEIS. The City may also choose to post it to their project website as a transparent way for the public to see that their comments were received and considered.

Deliverables:

- Draft Scoping Summary Report (electronic format only)
- Final Scoping Summary Report (electronic format only)

Assumptions:

- One (1) round of City Team review
- The City will consolidate City comments prior to submitting to ESA.

Task 3 Public Outreach and Engagement

Task Objective:

Public outreach and engagement on the EIS will be led by the City with support from the ESA Team. ESA will support the City Team by providing draft written content for outreach materials, reviewing outreach materials, as well as facilitation and attendance at one virtual public meeting for the scoping comment period and one virtual meeting for the DEIS comment period. ESA will provide materials outlined below for use in materials, public meetings, and the EIS, as requested by the City Team.

Subtask 3.1 Public Outreach Materials

ESA will develop draft and final written outreach content for materials for public noticing consistent with the Everett Municipal Code, including posting notice, mailer/postcard to SEPA mailing list, website content, notice for official City newspaper, and PowerPoint presentation (1 draft, 1 final). The ESA Team will be responsible for producing the following materials for one virtual scoping meeting and one virtual DEIS meetings:

- Posting notice (signage)- Per EMC Section 15.02.110, a site-specific proposal requires posting notice in two places on or near the subject property. The ESA Team will prepare content that follows specification in 15.02.110(A)(3). The City will order and pay for the appropriate size and number of signs and post them at the appropriate site locations.
- Mailer/postcard for City to distribute to their SEPA mailing list – high-level overview of the proposal, scoping/DEIS meeting details, and how to comment. City Website page content - high-level overview of the proposal, SEPA process, schedule, scoping/DEIS meeting

details, and how to comment. The ESA Team will provide input to the City website for the following milestones, in addition to up to six (6) other updates as necessary:

1. DS and Scoping Notice (start of 21-day comment period)
2. Scoping Completion
3. Scoping Summary Report
4. DEIS Issuance and Notice of Availability (start of 30-day comment period)
5. DEIS Comment Period Completion
6. FEIS Issuance

Deliverables:

- Draft Public Outreach Materials
- Final Public Outreach Materials

Assumptions:

- One (1) round of City Team review.
- City consolidates all City comments prior to submitting to ESA.
- ESA team will provide written content for outreach materials and for graphically laying out materials and providing/creating any needed images and graphics up to the number of hours in the budget. The City may need to provide additional support if the budget is met.

Subtask 3.2 Scoping Meeting and DEIS Meeting

The ESA Team will support the City-led public outreach for the two (2) public comment periods: Scoping and DEIS. For each public comment period there will be one (1) virtual public meeting that will be held on a virtual meeting platform, such as Zoom. ESA will provide up to two (2) staff to facilitate and attend both the virtual Scoping and DEIS meetings.

Note that if the City decides to have a court reporter present at the meeting to provide a transcript for the public record, the ESA Team can assist in providing firms that can provide that service and the City can pay directly. A court reporter may alternatively transcribe from public meeting recordings provided by the City.

Deliverables:

- One (1) Virtual Scoping Meeting
- One (1) Virtual DEIS Comment Meeting
- The ESA Team will facilitate and attend one (1) virtual scoping public meeting and one (1) virtual DEIS public meeting. ESA will provide up to four (4) staff to facilitate and attend.
- The City will be responsible for advertising the meetings over and above the SEPA requirements.
- The City will be responsible for collaborating with ESA to schedule mutually agreeable times for the meetings.

Assumptions

- City will set up virtual meeting links for both meetings and handle meeting logistics such as registration page.
- The City will provide the SEPA mailing list and neighborhood leader mailing list (per EMC 15.02.130 B).
- The City will distribute outreach materials, including printing and delivery of mailings, uploading content to website, printing and posting on-site notices, coordinating, and submitting notice in official City newspaper and Ecology SEPA Register.
- ESA staff will facilitate and attend the virtual Scoping meeting and DEIS meeting. The City Team will attend and provide technical support for both meetings.
- ESA will set up the virtual public meeting link and provide up to one (1) practice session with the City prior to each meeting.
- The City will provide project description, graphics, and related materials that will be used to describe the Project for outreach materials and during public meetings.
- PowerPoint presentation – the City Team will lead the preparation of an 8-12 minute PPT describing the proposal, SEPA process, alternatives, schedule, and how to comment. The ESA Team will provide PPT support and support one practice session with the City Team prior to each virtual meeting.
- The City will issue the Determination of Significance and Notice of for Scoping for the Scoping process to begin, and the City will issue the Notice of Availability and Requests for Comments for the DEIS, with input from ESA.
- Scoping comment period will be twenty-one (21) days and the DEIS comment period will be thirty (30) days.
- City staff will take notes at the virtual scoping and DEIS public meetings and provide meeting summaries to the ESA Team if a court reporter is not contracted. These notes will be used in the scoping summary and in the response to comments chapter in the FEIS.
- The virtual meetings may be recorded and made part of the public record and provided on the City website project page if requested.
- All materials created for scoping are expected to be updated for the DEIS phase.
- Assumes one (1) round of City review for materials during each phase.
- All comments will be consolidated by the City prior to submittal to ESA.

Task 4 Draft Environmental Impact Statement (Draft EIS)

Task Objective:

The ESA Team, including subject matter experts, will begin to prepare the DEIS that will be issued to the public for review and comment as soon as possible in the process – even while the Scoping process is still in progress.

Subtask 4.1 Style Sheet

The ESA Team will prepare a simple style sheet of guidelines to facilitate consistent terminology throughout all reports prepared under this contract and to streamline the editorial process. The style sheet will be distributed to the City Team for review and comment. Once agreed upon, the style guidelines will not change substantially during the production of the EIS and will be used by the ESA Team while preparing their documentation.

Deliverables:

- Draft Style sheet (electronic format only)
- Final Style sheet (electronic format only)

Assumptions:

- One (1) round of City Team review.
- City consolidates all City comments prior to submitting to ESA.

Subtask 4.2 Administrative Record

The ESA Team will establish and maintain all necessary documentation and information needed for the SEPA administrative record. This will provide the foundation for SEPA due diligence and meeting legal requirements.

Subtask 4.3 Data Collection

The ESA Team will prepare a list of data that the subject matter experts will require to prepare their documentation. This data list will be shared with the City Team, and a checklist format will be used to determine who is responsible for gathering data, by what date, and in what format. The City will be responsible for collecting the data to give to the ESA Team.

Subtask 4.4 Methodologies and Thresholds of Significance

ESA subject matter experts will each develop their methodologies and thresholds of significance to be used to write their particular Chapter sections on Affected Environment, Impact Analysis, and Mitigation Measures.

The methodology may vary by discipline and may include study area, data sources and evaluation methods, including any computer models to be used. Methodology may also include a literature review, desktop research, site visits, data collection, and other reasonable and objective measures. It is assumed that the subject matter experts are professionals in their discipline and able to prepare appropriate methodology. The City SEPA Responsible Official will provide one round of review of the materials.

ESA subject matter experts will each develop their thresholds of significance to use in their impact analysis for their particular chapter of the EIS. These thresholds will allow them to make conclusive statements of potential significant adverse impacts to the environment. The significant thresholds

will be based on best available information and provide for objectivity. They will also be able to provide for potential mitigation measures that may reduce those impacts to below significant levels. It is assumed that the subject matter experts are professionals in their discipline and able to prepare appropriate thresholds. The City SEPA Responsible Official will provide one round of review of the materials.

Subtask 4.5 Cumulative Impacts Project List

ESA will develop a preliminary cumulative project list in consultation with the City. The list will be compiled following Task 3 Scoping and updated as needed prior to completion of the preliminary Final EIS. The City Team will confirm the list is complete.

Deliverables:

- Draft Cumulative Impacts Project List
- Final Cumulative Impacts Project List

Assumptions:

- The City will provide input regarding anticipated projects.
- One (1) round of City Team review
- City will consolidate City comments prior to submitting to ESA.

Subtask 4.6 Description of Alternatives for DEIS

Following the Scoping comment period, the City will confirm and finalize the Alternatives to be analyzed by the subject matter experts in the Draft EIS. The City initially requested that two (2) Action Alternatives and a No Action Alternative be presented to the public in the Scoping Notice. In addition, the description of the No Action Alternative will need to be confirmed. The ESA Team will work with the City Team to determine the final selection and description of Alternatives for the DEIS.

The SEPA EIS will present an equal level of analysis for each Alternative since the City considers each of the Alternatives to be equally eligible for development of the Project. The City does not intend to select a Preferred Alternative in the FEIS.

Chapter 1 of the DEIS will introduce the Project and the City's objectives for the Project. The Project objectives currently include the construction of a baseball stadium that can also serve as an amphitheater venue for other entertainment, and development of an urban park. Chapter 2 of the DEIS will provide the Description of the Alternatives. Chapters 1 and 2 of the DEIS will provide the following information:

- Project Objectives
- Description of a No Action Alternative
- Description of Action Alternatives
 - Alternative 1: Funko Field

- Alternative 2: Smith & Wall

Deliverables:

- Draft Description of Alternatives
- Final Description of Alternatives

Assumptions:

- There will be no more than two (2) Action Alternatives and one (1) No Action Alternative.
- One (1) round of City Team review.
- City consolidates all City comments prior to submitting to ESA.
- The Alternatives will be finalized within two (2) weeks of completion of the Scoping Comment period.
- The scope, budget, and/or schedule will be revised accordingly to match the final Alternatives as per City Team instructions.

Subtask 4.7 Notice of Availability of DEIS

Upon completion of the Draft EIS, the City SEPA Responsible official will issue the Notice of Availability of the DEIS as per WAC 197-11-455 and WAC 197-11-510. The ESA Team will provide the draft Notice of Availability of DEIS for the City Team to review. The final version will be provided to the City for signature for the City to issue and post on the Ecology SEPA Register will be provided after comments from the City have been integrated.

Deliverables:

- Draft Notice of Availability of DEIS
- Final Notice of Availability of DEIS

Assumptions:

- The City Team will post to the Ecology SEPA register and prepare for distribution to appropriate jurisdictional agencies as described in the Public Outreach and Engagement process.
- One (1) round of City Team review.
- The City will consolidate all City comments prior to submitting to ESA.

Subtask 4.8 Technical Analyses

The ESA Team will start preparing the affected environment sections prior to completion of Scoping, although Scoping could modify the range of alternatives and the scope of the analysis to be provided. Additional publicly available information will be used to characterize the potentially affected area. It is understood that the DEIS analysis may need to change slightly based upon information received during Scoping and potential updated design information.

Impacts from construction and operation of the Alternatives will be fully analyzed for up to four elements of the environment. It is assumed that the City Team will make a reasoned judgment on whether the impacts of the Alternative on each element of the environment may have a potential

significant adverse impact and whether they should be included in the analysis. This does not refer to a detailed analysis, but rather would be similar to what one would complete for an environmental checklist for the project. The purpose is to memorialize why some elements of the environment need not be discussed in the EIS (because they are determined to have a potential significant adverse environmental impact that cannot be mitigated) (WAC 197-11-440 (6)(a)). There are currently four elements that have been preliminarily selected to focus on: Transportation, Noise, Light & Glare, and Cultural Resources. The technical analysis will be incorporated into a Preliminary Draft of the DEIS. This Preliminary DEIS (PDEIS) will include one (1) review cycle (PDEIS_v1 and a final version).

The DEIS will include the following environmental elements:

4.8.1 Transportation / Traffic

F&P, as a subconsultant to ESA, will complete the transportation analysis needed to inform the Transportation chapter of the DEIS. The following section details the tasks for transportation analysis and documentation.

Study Locations & Scenarios

F&P will analyze the effects of up to three (3) alternatives (No Action and two Action Alternatives) on the transportation system. Based on the location of each of the alternatives, F&P will coordinate with City staff to determine the appropriate study area boundaries and intersections. It is assumed that up to 15 intersections will be analyzed under each of the alternatives and that the same 15 intersections will be analyzed for the No Action and Action Alternative located at Funko Field.

F&P will use schedule data for events at the existing Funko Field and venues that host concerts similar to those expected to utilize the planned stadium, to determine the appropriate time period for analysis. It is expected that the transportation analysis will be completed for the time period during which event traffic would overlap with peak travel times on the surrounding roadway network (i.e., weekday pre-event peak hour).

F&P will prepare a memo documenting recommendations for study locations and scenarios for review by the City prior to beginning data collection and additional analysis.

Existing Transportation Conditions

F&P will analyze the roadway (including general purpose traffic and freight effects), transit, bicycle, and pedestrian networks, and transportation safety. A detailed evaluation of parking supply will also be performed for the area surrounding each of the proposed locations. These analyses will reference (and use data if applicable) information documented in the City's existing Transportation Element and data being compiled for the City's ongoing Transportation Element update.

As necessary, traffic volume counts will be collected at study intersections in January or February 2024. It is assumed that, when possible, recently collected traffic counts (counts collected in 2022 or 2023) will be utilized.

As part of Existing Conditions, F&P will analyze the following:

- **Intersection Operations:** F&P will evaluate intersection delay and level of service (LOS) at all study intersections during the time period identified for analysis. The analysis will be completed using Highway Capacity Manual (HCM) 6th Edition methodologies and the Synchro software package to complete the analysis.
- **Transit Operations:** F&P will perform analyses and prepare exhibits that document the following for transit service in the area, utilizing data available from Community Transit, Everett Transit, and Sound Transit:
 - Routes including stops/stations/terminals
 - Hours and days of operation
 - Headways
 - Walk distance from nearest stop to alternative location
- **Bicycle Facilities:** F&P will prepare an exhibit that illustrates existing bicycle facilities in the study area, including on-street bicycle lanes and off-street paths. As part of intersection traffic counts, bicyclist activity will also be collected and documented.
- **Pedestrian Facilities:** F&P will prepare an exhibit that illustrates existing sidewalks and crosswalks in the project vicinity. As part of intersection traffic counts, pedestrian activity will also be collected and will be documented.
- **Other Travel Modes:** F&P will describe other prevailing travel modes in the study area including the presence of Transportation Network Companies (TNCs), taxis, car sharing services, bikeshare, etc.
- **Goods/Freight Movement:** F&P will document existing heavy vehicle percentages along major roadways within the study area based on data provided by Everett and/or traffic counts. An exhibit will be prepared to display existing truck routes based on the City's Transportation Element.
- **Transportation Safety** F&P will identify high frequency collision intersections focusing on collisions that resulted in fatal or serious injuries. The analysis will be conducted using collision data from the last three (3) years, which F&P will request from the Washington State Department of Transportation (WSDOT).
- **Existing Parking Supply:** F&P will prepare exhibits that document the existing on-street and off-street parking supply in the area surrounding each of the potential sites. It is expected that this will rely on data available from the City regarding the location of on-street and off-street parking.
- **Existing Conditions Memorandum:** F&P will prepare a Technical Memorandum documenting existing transportation conditions which will be provided to the City for one (1) round of review

and comments. F&P will make one (1) round of updates and incorporate City comments for inclusion in the transportation chapter of the DEIS.

Identify Planned Transportation Improvements

F&P will compile a list of planned transportation improvements within the study area, including ST3 light rail expansion and other projects that could influence travel in the study area. F&P will prepare a table and map of planned transportation improvements showing funding commitments and timing. This information will be used in the following task.

Prepare Background Travel Demand Forecasts

F&P will prepare traffic forecasts that represent 2044 conditions for all study locations. To develop these forecasts, F&P will utilize PSRC's Soundcast travel demand model. Updates to the model will include planned infrastructure improvements expected to be in place by 2044 and land use updates to reflect the City's preferred land use alternative for the ongoing Comprehensive Plan update.

Transportation Demands

Under this task, F&P will develop estimates for trip generation, proposed trip distribution and trip assignment for each of the alternatives.

Trip Generation

F&P will collect and evaluate the following data, if available, to assist in determine the mode split for the proposed stadium:

- Review of any available studies of attendee travel behavior characteristics at sporting events and concerts at similar sized venues in the Puget Sound region
- Review of empirical mode split data from comparable Minor League stadiums as available
- Any proposed project activities to accommodate attendees (e.g., shuttles) will be considered in this evaluation
- Supply-side review of available parking supply to identify maximum attendee usage for these modes

The project's pre-event and post-event peak hour trip generation will be calculated in terms of both person trips and vehicle trips. It will be estimated based on the following data sources:

1. Vehicle trip arrival and departure percentages (by hour) and average vehicle occupancy (AVO) from other entertainment venues in the Puget Sound region (or from comparable facilities in other regions).
2. Number of event attendees and employees.

Trip Distribution

F&P will purchase Big Data for a time period corresponding to a recent AquaSox home game, specifically trip origins and destinations for attendees based on anonymous attendee cell phone and GPS data to determine the anticipated distribution of vehicle trips generated by the proposed project.

It is not anticipated that trip distribution will differ for the two Action Alternatives; however, if it is determined that one of the action alternative locations would provide better access to reliable transit service, adjustments to vehicle trip generation may be considered.

Trip Assignment

It is expected that a separate trip assignment will need to be developed for each of the two Action Alternatives. Route choice can be particularly challenging to accurately estimate because it can depend on the presence of changeable message signs, mobile app wayfinding guidance, parking location, and overall familiarity with the area.

F&P's preferred method for tracking and assigning vehicle trips through the roadway network is to use the Soundcast travel demand model. For inbound trips, trip origins would be based on cell phone data, which would be translated into specific traffic analysis zones (TAZs). The destination of those trips would be specific parking garages/lots, on-street parking areas, and passenger loading zones. Outbound trips would be modeled in a similar manner. It may be necessary to adjust the model's assignment parameters to more accurately reflect the relative travel time of one route versus another, street closures, and the effects of wayfinding mobile apps.

These findings will be documented in a technical memorandum for review and approval by the City prior to additional analysis using this information.

Multi-Modal Impact Analysis & Mitigation

F&P will complete a multimodal analysis for the No Action and up to two Action Alternatives. This analysis will include:

- Intersection LOS analysis for the selected time period.
- Evaluation of the transit system's ability to accommodate project transit riders, access to transit, and any adverse effects on transit system operations, such as on-time performance and travel time reliability.
- Evaluation of the bicycle network from the perspective of adequate facilities, comfort for riders, and adverse effects of the proposed project on existing or planned bicycle facilities.
- Evaluation of the pedestrian network for gaps in sidewalk connectivity, increased conflicts between pedestrians and other modes of travel, and adverse effects of the proposed project on existing or planned pedestrian facilities.
- Evaluation of goods/freight movement for potential impacts to existing and planned goods/freight movement facilities, including truck routes.



- Evaluation of the project's impact on parking supply and demand in the area surrounding each potential site.

F&P will review site access and circulation for each project alternative in the immediate project vicinity including parking garage ingress/egress, drop-off/pick-up areas for TNCs, paratransit, and taxis, bus loading, premium parking entry/exits, wayfinding, and truck loading/staging.

F&P will evaluate construction activities for each project alternative. The level of analysis will depend on the degree of specificity to be provided regarding construction activities (duration of construction, hours of operations, number/routing of trucks, number of employees, parking for employees, staging of equipment, street/sidewalk closures, etc.).

F&P will work with the City and ESA to develop significance thresholds for significant impacts for each technical topic area described above. Mitigation measures will be recommended for significant impacts. In addition, any secondary or cumulative impacts will also be identified, and any significant unavoidable adverse impacts will be identified.

DEIS

F&P will prepare the transportation section of the DEIS. The section will describe and analyze the affected environment, alternatives under consideration, comparative impacts by alternative, potential mitigation measures, and significant unavoidable adverse impacts for Transportation. It will include a technical appendix that contains all analyses, interim memos, and other data relied upon in the analysis. It is anticipated that up to three (3) versions of the transportation section will be submitted based on comments provided by the project team after each submittal.

FEIS Comment Responses and Chapter Revisions

This task includes time for F&P staff to review DEIS comment letters and draft responses to transportation-related comments. Potential topic areas likely to be addressed may include roadway system analysis, parking, safety, transit capacity, neighborhood traffic intrusion, bicycle/pedestrian facilities, curb space usage, mitigation measures, etc. F&P will coordinate with ESA regarding specific approaches for preparing written responses including the use of common responses and consistency of wording of responses. This task also includes other required text edits to the FEIS Transportation chapter that may arise from comments or FEIS analysis.

F & P will conduct the detailed transportation analyses and use this information to write the transportation sections of the draft and Final EIS, in accordance with the Scope of Work approved by the City Team. The evaluations will be summarized in the DEIS, with the full evaluation included in a technical appendix.

4.8.2 Noise

ESA expects noise to be a community concern for the park, amphitheater, and stadium project. ESA will provide an analysis of the No Action and the two Action Alternative sites. The noise study will include assessment of impacts caused by construction and operation of the project. ESA expects the noise study to include assessment of the following sources:

- Traffic noise associated with visitors to the facility as well as employees and delivery vehicles.
- Direct operational noise associated with events at the facility, including minor league baseball games, other sporting events, amplified music concerts, and recreational uses of park areas.
- Construction noise, including from clearing and grading, excavation, and building construction. Major sources of construction are anticipated to include pile driving, augering, power generators, and other heavy equipment, as well as construction vehicles such as materials hauling and workers' vehicles.
- Depending on the project location, vibration emissions from construction equipment and activities such as pile driving and vibratory rollers.

ESA will write sections for the Draft and Final EIS that will include:

- A description of the existing noise environment, including site-specific noise measurements to describe the existing noise environment and assess the potential for noise impacts.
- A summary of noise regulations applicable to the project alternatives.
- For each project alternative, an assessment of noise associated with construction and operation. Each assessment will include a review of compliance with applicable regulatory limits and an evaluation of whether noise abatement measures are warranted.
- An assessment of noise and vibration abatement measures for construction, as necessary, to ensure noise and vibration emissions from construction comply with applicable regulatory requirements and would not result in detrimental impacts to nearby communities.
- An assessment of noise abatement measures for operational activities, such as from traffic, public address systems, amplified music concerts, and other activities.

Assumptions:

- ESA will need to take noise measurements at the different sites.

4.8.3 Light and Glare

Stantec will provide a light and glare analysis. Stantec assumes that visual assessment of light and glare issues would be the focus of this section, and view analyses from up to four (4) key viewpoints for each Alternative will be conducted. Site renderings prepared by the City Team would be used as the basis for the analysis.

Stantec will provide the analysis of the No Action and the two Action Alternative sites. They will:

- Conduct a daytime site visit at each site to evaluate.
- Evaluate existing lighting systems surrounding neighborhoods and development, existing topography, and viewsheds will be evaluated.
- Conduct a nighttime analysis of existing illumination systems on site and in surrounding areas.

- Take sample light readings of various onsite and offsite lighting systems.
- Take representative photographs for both daytime and nighttime conditions.
- Evaluate proposed development at each site based on SEPA EIS requirements.
- Review proposed stadium, amphitheater, and other site lighting plans, elements, and representative equipment selection.
- Evaluate proposed photometric analysis and potential graphic representations.
- Evaluate proposed electronic scoreboards and signage. Review existing applicable codes.
- Prepare in-house lighting renderings, consisting of (1) for each site for a total of (2) renders. Lighting renderings will be done as a photoshop effort over the top of photographs.
- Identify nearby uses that would be considered sensitive to spillover light or glare,
- Evaluate elements of the project that could have significant impacts depending on and design
- Characterize in broad terms the ability to minimize or mitigate such impacts and provide a qualitative comparison of the relative impacts of each alternative.

Assumptions:

- (Stantec) (2) site visits per site (one daytime and one nighttime) for three (3) sites, totaling six (6) site visits. These will be performed by (1) staff member.
- (Stantec) Lighting renderings will be done via photoshop overlay. If another program is desired, such as Enscape, that can be discussed as an additional service but would be additional scope and budget.

4.8.4 Cultural and Archeological Resources

ESA cultural resources subject matter experts will complete an initial Cultural Resources Assessment (CRA) Desktop Analysis consisting of a literature review, records search, identification of any previously documented historic and cultural resources within the identified alternative locations and surrounding vicinity. The analysis will include a review of the current Washington State Department of Archaeology and Historic Preservation (DAHP) databases to assess the inventory of known resources in the area, including Traditional Cultural Properties that may have been designated. Studies and surveys that have been completed will be evaluated and incorporated by reference.

Projects that require substantial excavation have the potential for inadvertent discovery of cultural resources. To present the possible impacts from the proposed stadium redevelopment, ESA will review existing literature to evaluate the likelihood of encountering cultural resources during excavation.

In addition, any project in the state that receives state funding is obligated to comply with Governor's Executive Order 21-02. This may require additional analysis or review with the City Team to determine the requirements necessary for this proposal.

ESA's architectural historians will coordinate with the City to form the basis for the EIS sections. Should ESA determine that additional information is needed to satisfy SEPA requirements, it is assumed that this information will be provided by the City's Team. If necessary, the scoping and budget allows for the analysis for a limited mapping of existing historic resources.

Assumptions:

- Assumes state funding will trigger Governor's Executive Order 21-02.
- Assumes a limited mapping of historic resources if they are determined to be in the study area.

4.9 DEIS Front Material/Fact Sheet/References/Appendices

The ESA Team will begin the initial stages of analysis during the Scoping process in order to expedite documentation. This will include the front matter for the document including assembly of the draft cover letter, Fact Sheet, acronyms and abbreviations, table of contents, distribution list, references, appendices, and other available information that can be prepared ahead of time.

Deliverables

- Draft DEIS Front Material
- Final DEIS Front Material

Assumptions:

- One (1) round of review by the City Team.
- The City will consolidate all City comments prior to submittal to ESA.
- The City will be responsible for providing the SEPA distribution list to ESA.
- The City will be responsible for publication and distribution of notices, documentation and the DEIS document.
- There will not be a 508 remediation for ADA required.

4.10 Preliminary DEIS (PDEIS) Version 1

The ESA Team will prepare Version 1 of the DEIS and submit to the City Team for review and comment.

Deliverables

- PDEIS Version 1

Assumptions:

- One (1) round of review by the City Team.
- The City will consolidate all City comments prior to submittal to ESA.
- Assume no more than 2 weeks for City Team review and 2 weeks for ESA responses

4.11 DEIS Final for Issuance

The ESA Team will prepare the final DEIS for distribution. During this team, ESA will provide a half day for a "page turn" for the City Team to review each page of the document prior to issuance. No substantive changes are expected at this point in the process. Substantive changes would require a change to the schedule as well as scope and budget.

Deliverables

- Half-day Page Turn with City Team
- DEIS Final for Issuance

Assumptions:

- Document will be complete and ready for issuance date within 2-weeks from Page Turn date.

Task 5 Final EIS

Task Objective:

ESA will prepare the Final EIS after review of all DEIS comments received through the DEIS meeting, the web-form, and through mailed and emailed comments. The City has determined that no Preferred Alternative will be selected for the FEIS.

Subtask 5.1 Collect and Categorize All DEIS Comments

ESA will receive all comment received on the DEIS from the City received through public hearings, email, mail, and the website. ESA will organize the comments received on the DEIS and will have the lead responsibility for managing the public comments after receipt from the City. All comments received on the DEIS will be coded by comment category. ESA will consolidate and organize all comments received on the DEIS according to topic and number of comments received on a topic.

Assumptions:

- The City Team will receive and compile comments received via email and hard copy (received at the public hearings and mail) and provide to ESA.
- All hard copy comments will be scanned (readable) and sent to ESA electronically.
- For budgeting purposes, approximately 50 comments. If there are substantially more comments, the scope and budget for this Subtask will be reviewed and revised.

Subtask 5.2 Prepare Response to Comments

The Final EIS will include a Chapter for all comments received on the DEIS and responses to each comment. ESA will identify comments that require input or direction from the City Team. The City Team will provide the initial responses to comments. ESA will collaborate with the City on providing advice on responses and contributing when appropriate to create a consistent voice for

responses. The format will either be in a specific response or a "common response" – a comprehensive response prepared to address numerous recurring comments received on the same or similar issues.

Deliverables:

- Draft Response to Comments will appear in the Final EIS document for City review.

Assumptions:

- The City Team will provide the initial responses to all comments.
- The chapter on Response to Comments will be presented to the City Team review as part of the FEIS review rather than a separate review; there will be no separate review of the Response to Comments Chapter.

Subtask 5.3 Write FEIS Chapters

The City Team will not select a Preferred Alternative for the FEIS. Rather, the ESA Team will address and incorporate changes to the DEIS in the text of the FEIS for the Alternatives analyzed. The changes will include corrections, additions, and clarifications.

Deliverables:

- The updated Chapters will be presented in the Preliminary FEIS document package for the City Team to review. There will be no separate review.

Subtask 5.4 PFEIS Version 1

The ESA Team will prepare Version 1 of the FEIS for City Team comment.

Deliverables

- PFEIS Version 1

Assumptions:

- One (1) round of review by the City Team.
- The City will consolidate all comments prior to submittal to ESA.
- Assume no more than 2 weeks for City Team review and 2 weeks for ESA responses

Subtask 5.5 FEIS for Issuance

The ESA Team will prepare the final FEIS for distribution. During this team, ESA will provide a half day for a "page turn" for the City Team to review each page of the document prior to issuance. No substantive changes are expected at this point in the process. Substantive changes would require a change to the schedule as well as scope and budget.

Deliverables

- Half-day Page Turn with City Team
- FEIS Final for Issuance



Assumptions:

- Document will be complete and ready for issuance date within 2-weeks from Page Turn date.



BUDGET

The costs for the scope described above are included in the attached budget. Direct costs other than labor include travel, parking, and equipment needed to complete the scope, printing, and other incidental costs. Non-labor direct costs are listed as "Other Direct Costs" in the attached budget.

SCHEDULE

The timeframe for delivery of the scope described above is approximately 12 months. Factors that could affect the schedule, but which are outside of ESA's control include, but may not be limited to:

- Delivery of or changes to project description information from the City Team;
- Content or quantity of comments received from the public through the Scoping process or in response to the DEIS;
- City decisions to extend the Scoping period or period for review of the DEIS; or
- City decisions to undertake other studies which could affect the overall timing of the process.

Assumptions:

- To be developed based on finalized schedule developed by the City

Draft City of Everett Baseball Stadium/Amphitheatre/Park Project Schedule

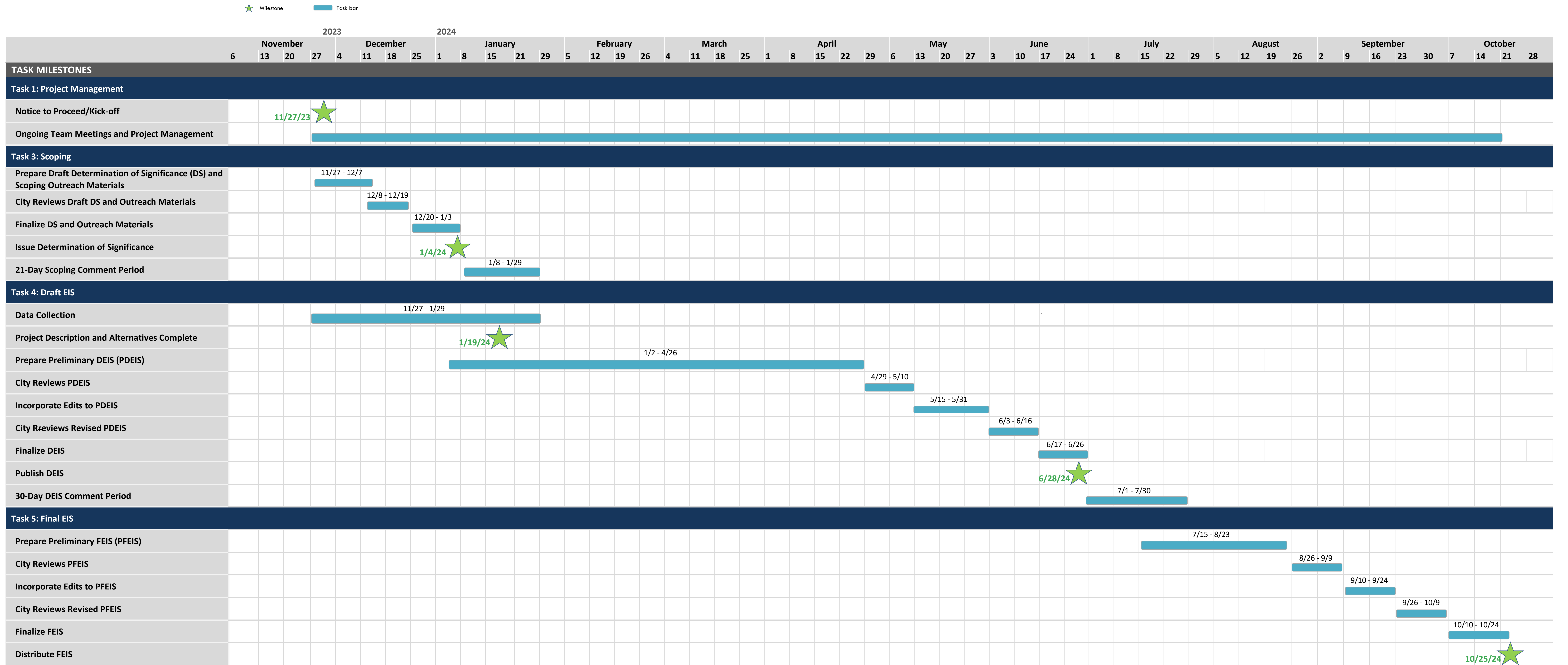


EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT
(METHOD OF COMPENSATION -- ATTACHED)

STANDARD METHODS OF COMPENSATION

SELECT ONE OF THE FOLLOWING METHODS OF COMPENSATION, EACH OF WHICH IS SUBJECT TO THE MAXIMUM COMPENSATION AMOUNT

- ☐ **HOURLY RATE.** The City shall pay Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified below for staff performing the Work.

Name	Title	Rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate

If there are more staff than rows in the table above, then those staff names, titles, and rates shall be provided in the Scope of Work.

- ☐ **PROGRESS PAYMENTS.** The City shall pay Service Provider the following amounts upon the completion of the following tasks.

Task	Amount Paid on Task Completion
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount

If there are more tasks than rows in the table above, then those tasks and payment amounts shall be provided in the Scope of Work.

- ☐ **LUMP SUM.** The City shall pay Service Provider \$ enter amount upon the completion of the Work.

- ☒ **METHOD CONTAINED IN SCOPE OF WORK.** The City shall pay Service Provider as set forth in the Scope of Work.

ESA Labor Detail and Expense Summary

Employee Names Labor Category																			Total Hours	Labor Price
		Senior Principal Consultant 6	Principal Consultant 4	Principal Consultant 4	Associate Consultant 1	Senior Consultant 4	Associate Consultant 1	Principal Consultant 3	Senior Consultant 3	Senior Consultant 2	Managing Consultant 3	Associate Consultan 1 2	Senior Consultant 4	Project Technician 3	Associate Consultant 5	Project Technician 5	Project Technician 3			
Task #	Task Name/Description	\$397	\$282	\$282	\$128	\$200	\$128	\$255	\$181	\$161	\$223	\$141	\$200	\$119	\$178	\$164	\$119	\$0		
Task 1	Project Management and Meetings																			
1.1	Project Management Tasks	2	8	58	58	6								28					160	\$ 31,362
1.2	Project Coordination Meetings	8	14	24	24				4	4	4								82	\$ 19,224
1.2.1	Kick-Off Meeting	2	2	2	2	2	2	2	2	1	2	2	2						23	\$ 4,995
1.3	Technical Meetings and Site Visit	4	8	24	24	6	6		8	8	8								96	\$ 20,172
	Task 1 Subtotal	16	32	108	108	14	8	2	14	13	14	2	2	28	0	0	0		361	\$ 75,753
Task 2	Scoping																		-	\$ -
2.1	Project Description Development	6	6	8	8														28	\$ 7,354
2.2	Project Alternative Development	6	6	8	8														28	\$ 7,354
2.3	Issuance of DS and Notice of Scoping		1	8	8														17	\$ 3,562
2.4	Scoping Comment Management			6	12	12	12												42	\$ 7,164
2.5	Scoping Summary Report			4	16	8	16												44	\$ 6,824
	Task 2 Subtotal	12	13	34	52	20	28	0	0	0	0	0	0	0	0	0	0	0	159	\$ 32,258
Task 3	Public Outreach and Engagement																		-	\$ -
3.1	Public Outreach Materials					28	20									23			71	\$ 11,932
3.2	Scoping Meeting and DEIS Meeting	1	1	16	16	24	12										14		84	\$ 15,241
	Task 3 Subtotal	1	1	16	16	52	32	0	0	0	0	0	0	0	0	23	14	0	155	\$ 27,173
Task 4	Draft EIS																		-	\$ -
4.1	Style Sheet			1	1								12		12				26	\$ 4,946
4.2	Administrative Record				16								12						28	\$ 4,448
4.3	Data Collection	2	2	4	14		12	1	2	0	2								39	\$ 6,877
4.4	Methodologies & Thresholds of Significance		2	4	4			1	2	0	2								15	\$ 3,267
4.5	Cumulative Impacts Project List		1	4	12														17	\$ 2,946
4.6	Description of Alternatives for DEIS	2	2	6	6														16	\$ 3,818
4.7	Notice of Availability of DEIS		2	6	12	6	8						4						38	\$ 6,816
4.8	Technical Analyses																		0	\$ -
4.8.1	Transportation/Traffic (Fehr & Peers)	4	4	8	8						6								30	\$ 7,334
4.8.2	Noise Memo(ESA)	2	2	4	4						50								62	\$ 14,148
4.8.3	Light & Glare (ESA and Slantec)	2	2	8	8							8							28	\$ 5,766
4.8.4	Cultural & Archaeological Resources (ESA)	1	2	4	4			30	98	120		12							271	\$ 49,001
4.9	DEIS Front Material/Fact Sheet/References/Appendices			14	24								24		16				78	\$ 14,668
4.10	PDEIS v.1	4	4	40	40	8	60	2	6	6	6	8	24		16				224	\$ 41,072
4.12	DEIS Final for Issuance		2	12	12		20					8	16		16				86	\$ 15,220
	Task 4 Subtotal	17	25	115	165	14	100	34	108	126	66	36	92	0	60	0	0	0	958	\$ 180,327
Task 5	Final EIS																		-	\$ -
5.1	Collect and Categorize Draft EIS Comments			12	28	28	28												96	\$ 16,152
5.2	Prepare Response to Comments		16	24	20	8	12	4	20	8	8								120	\$ 24,688
5.3	Write FEIS Chapters		6	28	32		20	4	20	20	24	16							170	\$ 31,712
5.4	PFEIS v.1	6	6	28	32							12	24		20				128	\$ 26,118
5.5	FEIS for Issuance		6	12	12	8	20	2	4	4	4	8	24		16				120	\$ 22,318
	Task 5 Subtotal	6	34	104	124	44	80	10	44	32	36	36	48	0	36	0	0	0	634	\$ 120,988
Total Hours		52	105	377	465	144	248	46	166	171	116	74	142	28	96	23	14	-	2,267	
Total Labor Costs		\$ 20,644	\$ 29,610	\$ 106,314	\$ 59,520	\$ 28,800	\$ 31,744	\$ 11,730	\$ 30,046	\$ 27,531	\$ 25,868	\$ 10,434	\$ 28,400	\$ 3,332	\$ 17,088	\$ 3,772	\$ 1,666	\$ -	\$	436,499
Percent of Effort - Labor Hours Only		2.3%	4.6%	16.6%	20.5%	6.4%	10.9%	2.0%	7.3%	7.5%	5.1%	3.3%	6.3%	1.2%	4.2%	1.0%	0.6%	0.0%	100.0%	
Percent of Effort - Total Project Cost		2.6%	3.7%	13.2%	7.4%	3.6%	3.9%	1.5%	3.7%	3.4%	3.2%	1.3%	3.5%	0.4%	2.1%	0.5%	0.2%	0.0%		54.1%

PROJECT COST ESTIMATE SUMMARY TABLE			
ESA Labor Cost		\$	436,499
ESA Labor Technology and Data Management Fee ----->		3%	\$ 13,095
ESA Non-Labor Expenses			
Reimbursable Expenses (see Attachment A for detail)		\$	2,021
ESA Equipment Usage (see Attachment A for detail)		\$	-
Subtotal ESA Non-Labor Expenses		\$	2,021
Subconsultant Costs (see Attachment B for detail)		\$	250,490
Contingency		15%	\$ 105,316
PROJECT TOTAL		\$	807,421

Attachment B

Cost Proposal: Subconsultant Detail

Task Number / Description		Subconsultant Costs				
		Fehr & Peers	Stantec	Subtotal Subconsultant	Percent Fee @	Total Subconsultant
		Transportation	Light & Glare	Cost	5%	Project Cost
Insert Budget By Task						
1	Task 1 Project Management	\$ 12,300	\$ 5,000	\$ 17,300	\$ 865	\$ 18,165
				\$ -	\$ -	\$ -
2	Task 2 Scoping			\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
3	Task 3 Public Outreach & Engagement	\$ 1,720	\$ 1,752	\$ 3,472	\$ 174	\$ 3,646
				\$ -	\$ -	\$ -
4	Task 4 Draft EIS	\$ 152,950	\$ 40,890	\$ 193,840	\$ 9,692	\$ 203,532
				\$ -	\$ -	\$ -
5	Task 5 Final EIS	\$ 5,000	\$ 5,000	\$ 10,000	\$ 500	\$ 10,500
				\$ -	\$ -	\$ -
6	Other Direct Costs (ODCs)		\$ -	\$ -	\$ -	\$ -
	Big Data Purchase	\$ 7,000		\$ 7,000	\$ 350	\$ 7,350
7	Traffic Counts	\$ 6,000		\$ 6,000	\$ 300	\$ 6,300
	Mileage Reimbursement (\$0.655 / mi)	\$ 350	\$ 400	\$ 750	\$ 38	\$ 788
8	Parking	\$ 100	\$ 100	\$ 200	\$ 10	\$ 210
	Printing			\$ -	\$ -	\$ -
9	Equipment			\$ -	\$ -	\$ -
Subconsultant Total		\$ 185,420	\$ 53,142	\$ 238,562	\$ 11,928	\$ 250,490

Project title: Budget Hearing #1 for the 2024 Proposed Operating Budget.

Council Bill #

CB 2310-55

Agenda dates requested:11/08/23 - 1st Reading11/15/23 - 2nd Reading11/29/23 - 3rd Reading

Briefing

Proposed action X

Consent

Action X

Ordinance X

Public hearing

X Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Susy Haugen

Phone number:

(425) 257-8612

Email:

Shaugen@everettwa.gov

Initialed by:

SH

Department head

Administration

Council President

Consideration: Ordinance**Project:** 2024 Proposed Budget**Fund:** Multiple**Fiscal summary statement:**

The combined aggregate budget totals are:

Estimated Beginning Fund Balance and Revenues	\$746,730,743
Appropriations and Transfers	\$438,816,064
Ending Fund Balances	<u>\$307,914,679</u>
Total	\$746,730,743

Project summary statement:

The attached Ordinance establishes the City of Everett's 2024 Operating Budget. The proposed Ordinance affects all funds that are budgeted annually. The budget adoption process includes three scheduled public hearings.

Recommendation (exact action requested of Council):

Conduct three public hearings, and adopt an Ordinance appropriating the budget for the City of Everett for the year 2024 in the amount of \$746,730,743.



ORDINANCE NO. _____

An ORDINANCE adopting the 2024 annual budget for the City of Everett, Washington.

WHEREAS,

The City Council has reviewed the proposed budget appropriations and information, which was made available; and approves the appropriation of local, state, and federal funds for the 2024 Budget.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The budget for the year 2024 now on file in the office of the City Clerk of the City of Everett in the aggregate amount of \$746,730,743 is hereby adopted, and the totals of estimated revenues and appropriations and transfers, including interfund reimbursements, and the aggregate totals for all such funds combined are as follows:

Fund	Name	Est. Beginning Fund Balance & Revenue	Appropriations & Transfers	Ending Fund Balance
002	General Fund	\$ 176,705,929	\$ 144,305,929	\$ 32,400,000
101	Parks & Recreation	7,719,214	7,719,214	-
110	Library	5,763,267	5,763,267	-
112	Municipal Arts	729,727	729,727	-
114	Conference Center	941,474	941,474	-
119	Street Improvements	4,006,855	4,006,855	-
120	Streets	3,420,598	3,420,598	-
126	Motor Vehicle/Equip Replacement	5,150,998	3,299,000	1,851,998
130	Develop. & Const. Permit Fees	6,089,696	4,926,453	1,163,243
138	Hotel Motel Tax Fund	1,873,906	1,010,000	863,906
145	Cumulative Res/Real Prop. Acquis.	4,242,249	187,500	4,054,749
146	Property Management	5,329,150	2,289,187	3,039,963
148	Cumulative Reserve /Parks	4,718,483	25,000	4,693,483
149	Senior Center Reserve	507,882	54,000	453,882
151	Fund for Animals	1,527,294	750,420	776,874
152	Cumulative Reserve /Library	637,559	114,937	522,622
153	Emergency Medical Services	35,587,082	19,826,040	15,761,042
154	Real Estate Excise Tax Fund	12,703,646	113,142	12,590,504
155	General Gov't Special Projects	9,332,236	200,000	9,132,236
156	Criminal Justice Fund	16,185,785	7,045,617	9,140,168

Fund	Name	Est. Beginning Fund Balance & Revenue	Appropriations & Transfers	Ending Fund Balance
157	Traffic Mitigation	\$ 4,860,487	\$ 4,860,487	\$ -
159	Transportation Benefit District	2,373,696	1,936,000	437,696
160	Rainy Day Fund	4,508,945	635,269	3,873,676
162	Capital Reserve	47,363,589	2,847,215	44,516,374
171	Affordable and Supportive Housing	852,262	-	852,262
197	CHIP Loan Program	14,724,490	1,179,632	13,544,858
198	Comm Develop. Block Grants	2,017,890	655,233	1,362,657
210	Bond Redemption Fund	2,372,215	2,372,215	-
401	Water/Sewer Utility	142,370,888	117,348,625	25,022,263
402	Solid Waste Utility	12,349,210	3,380,935	8,968,275
425	Transit	77,658,890	37,514,405	40,144,485
430	Everpark Garage	2,504,327	992,310	1,512,017
440	Golf	8,625,311	5,623,781	3,001,530
450	Sno River Reg Wtr Auth	18,000	18,000	-
501	Motor Vehicle Division	11,538,308	9,174,392	2,363,916
503	Self-Insurance Fund	23,601,233	13,950,349	9,650,884
505	Information Technology Reserve	7,076,128	4,063,056	3,013,072
507	Telecommunications Fund	1,159,705	812,375	347,330
508	Health Benefits Reserve	29,674,054	20,417,425	9,256,629
637	Police Pension Fund	18,119,166	1,792,000	16,327,166
638	Fire Pension Fund	29,788,919	2,514,000	27,274,919
TOTAL CITY BUDGET		\$ 746,730,743	\$ 438,816,064	\$ 307,914,679

Section 2. The above appropriations and transfers will be used by the various departments of the City of Everett as allocated in the 2024 budget.

Section 3. 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 numbers, and any internal references.

Section 4. The City Council hereby declares that should any section, paragraph, sentence, clause, or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 5. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

City of Everett 2024 Proposed Budget Hearing #1

November 8, 2023



Discussion Topics

2024 Proposed Budget

- Citywide Expenditure Budget
- Highlights of 2024 Expenditure Changes



Basis of Presentation

2023
Original
Budget



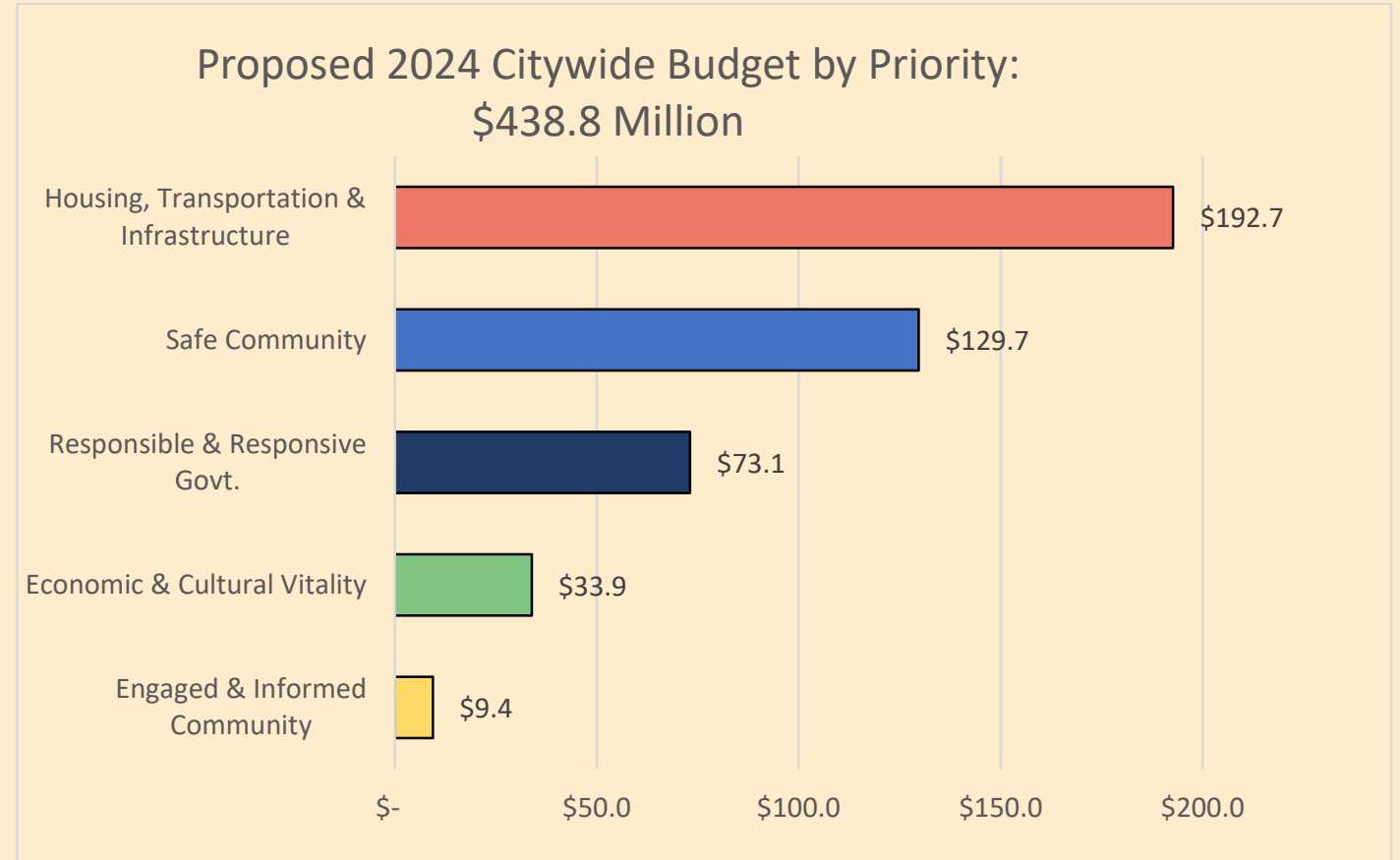
2024
Proposed
Budget

Citywide Proposed 2024 Expenditure Budget – by Priority

Total: \$438.8 million

Priority Examples:

- **Housing, Transportation & Infrastructure:** CDBG, CHIP, Community Development, Transit, Public Works Utilities, Streets
- **Safe Community:** Police, Fire, Prosecutor's Office, Municipal Court, Emergency Management, Animal Shelter
- **Responsive & Responsible Government:** Council, Administration, HR, Finance, IT, Planning, Economic Development
- **Economic & Cultural Vitality:** Economic Development, Parks, Cultural Arts
- **Engaged & Informed Community:** Communications & Engagement, Library



Citywide Expenditure Budget – by fund type (in millions)

Fund Type	2023 Original Budget	2024 Proposed Budget	\$ Change	% Change
General Government	\$ 155.3	\$ 166.9	\$ 11.6	7.5%
Special Revenue Funds	48.2	52.0	3.8	7.8%
Debt Service Funds	2.9	2.4	(0.5)	-18.2%
Enterprise Funds	288.6	164.9	(123.7)	-42.9%
Internal Service Funds	43.5	48.4	4.9	11.3%
Trust Funds	4.7	4.3	(0.4)	-8.4%
Total City Budget	\$ 543.2	\$ 438.8	\$ (104.4)	-19.2%

003 - Legal

2024 Proposed Budget Changes

- Add 1.0 FTE Assistant City Attorney III
- Reclass positions to reflect work assignments
- Upgrade positions to align with market rates
- Increase seasonal pay
- Net decrease in M&O

Budget Comparison	
2023 Original	\$ 4,620,444
2024 Proposed	\$ 5,125,389
\$ Change	\$ 504,945
% Change	10.9%

Regular FTEs	
2023 Original	17.00
2024 Proposed	18.00
Change	1.00

Seasonal FTEs	
2023 Original	0.67
2024 Proposed	0.67
Change	-



004 – Administration

2024 Proposed Budget Changes

- Staffing FTE Changes:
 - Add 1.0 FTE Government Affairs Director
 - Add 0.50 FTE Labor & Administrative Services Director
- Reclass position to reflect work assignments
- Reduce M&O

Budget Comparison	
2023 Original	\$ 1,201,932
2024 Proposed	\$ 1,666,531
\$ Change	\$ 464,599
% Change	38.7%

Regular FTEs	
2023 Original	4.80
2024 Proposed	6.30
Change	1.50



005 – Municipal Court

2024 Proposed Budget Changes

- Increase Judicial Assistant from 0.50 to 0.55 FTE
- Reduce uniform budget

Budget Comparison	
2023 Original	\$ 2,486,347
2024 Proposed	\$ 2,650,736
\$ Change	\$ 164,389
% Change	6.6%

Regular FTEs	
2023 Original	17.80
2024 Proposed	17.85
Change	0.05



007 – Human Resources

2024 Proposed Budget Changes

- Staffing FTE Changes:
 - Add 0.50 FTE Labor & Administrative Services Director
 - Add 1.0 FTE Assistant Human Resources Director
 - Reduce budget by 0.50 FTE Environmental Health and Safety Manager from Water & Sewer Utility and reclass

Budget Comparison	
2023 Original	\$ 2,360,741
2024 Proposed	\$ 2,535,034
\$ Change	\$ 174,293
% Change	7.4%

Regular FTEs	
2023 Original	15.50
2024 Proposed	14.50
Change	(1.00)



007 – Human Resources

2024 Proposed Budget Changes

- Staffing FTE Changes (cont.):
 - Reduce budget by 1.0 FTE Equity Manager.
Consolidate program responsibilities to
Communications and Engagement department
 - Reduce budget by 1.0 FTE Human Resources
Business Analyst
- Reclass positions to reflect work assignments

Budget Comparison	
2023 Original	\$ 2,360,741
2024 Proposed	\$ 2,535,034
\$ Change	\$ 174,293
% Change	7.4%

Regular FTEs	
2023 Original	15.50
2024 Proposed	14.50
Change	(1.00)



009 – Non-Departmental

2024 Proposed Budget Changes

- Increase jail fees
- Increase self-insurance contributions (premiums, tort, workers' compensation)
- Increase Motor Vehicle Reserve contribution
- Increase Human Needs contributions
- Reduce labor contingency
- Suspend CIP 1 contributions
- Add Alliance for Housing Affordability dues

Budget Comparison	
2023 Original	\$ 29,147,900
2024 Proposed	\$ 23,316,879
\$ Change	\$ (5,831,021)
% Change	-20.0%



009 – Non-Departmental (continued)

2024 Proposed Budget Changes

- Increase Facilities Maintenance Reserve contribution
- Net increase in Information Technology Reserve contribution and maintenance contracts
- Increase Telecommunications Reserve contribution
- Increase elections and voter registration costs
- Reduce funding for Senior Center management fees to align with contract

Budget Comparison	
2023 Original	\$ 29,147,900
2024 Proposed	\$ 23,316,879
\$ Change	\$ (5,831,021)
% Change	-20.0%



010 - Finance

2024 Proposed Budget Changes

- Add 1.0 FTE Accounting Technician
- Reclass positions to reflect work assignments
- Reduce differential pay

Budget Comparison	
2023 Original	\$ 3,205,512
2024 Proposed	\$ 3,559,557
\$ Change	\$ 354,045
% Change	11.0%

Regular FTEs	
2023 Original	23.00
2024 Proposed	24.00
Change	1.00



015 – Information Technology

2024 Proposed Budget Changes

- Reclass positions to reflect work assignments
- Upgrade positions to align with market rates
- Increase overtime
- Decrease differential pay

Budget Comparison	
2023 Original	\$ 4,017,156
2024 Proposed	\$ 4,467,936
\$ Change	\$ 450,780
% Change	11.2%

Regular FTEs	
2023 Original	24.56
2024 Proposed	24.56
Change	-

Seasonal FTEs	
2023 Original	0.50
2024 Proposed	0.50
Change	-



018 – Communications and Engagement

2024 Proposed Budget Changes

- Staffing FTE Changes:
 - Add 0.50 FTE Multimedia Communications Coordinator
 - Add 0.80 FTE Communications & Marketing Manager
 - Reduce budget by 1.0 FTE Engagement Director
- Reclass positions to reflect work assignments
- Add seasonal labor

Budget Comparison	
2023 Original	\$ 816,737
2024 Proposed	\$ 965,502
\$ Change	\$ 148,765
% Change	18.2%

Regular FTEs	
2023 Original	4.90
2024 Proposed	5.20
Change	0.30
Seasonal FTEs	
2023 Original	-
2024 Proposed	0.15
Change	0.15



021 – Community, Planning, and Economic Development

2024 Proposed Budget Changes

Community Development:

- Staffing FTE Changes:
 - Add 2.0 FTE Community Support Specialist/Social Workers – Fire
 - Add 1.0 FTE Community Support Specialist/Social Worker – Library
 - Add 1.0 FTE Community Outreach Specialist – Library
 - Add 1.0 FTE Administrative Assistant

Budget Comparison	
2023 Original	\$ 3,818,333
2024 Proposed	\$ 5,107,571
\$ Change	\$ 1,289,238
% Change	33.8%

Regular FTEs	
2023 Original	24.55
2024 Proposed	32.10
Change	7.55



021 – Community, Planning, and Economic Development (continued)

2024 Proposed Budget Changes

- Staffing FTE Changes (cont.):
 - Transfer in 0.35 FTE Community Development Manager from Community Development Block Grant (CDBG) Fund 198
 - Transfer out 0.30 FTE Community Development Specialist to CDBG Fund 198
 - Transfer out 0.05 FTE Administrative Coordinator to CDBG Fund 198

Budget Comparison	
2023 Original	\$ 3,818,333
2024 Proposed	\$ 5,107,571
\$ Change	\$ 1,289,238
% Change	33.8%

Regular FTEs	
2023 Original	24.55
2024 Proposed	32.10
Change	7.55



021 – Community, Planning, and Economic Development (continued)

2024 Proposed Budget Changes

Planning:

- Staffing FTE Changes:
 - Add 1.0 FTE Planning & Community Engagement Coordinator
 - Add 1.0 FTE Assistant Planner
 - Add 0.50 FTE Administrative Assistant
- Add startup costs for new positions

Budget Comparison	
2023 Original	\$ 3,818,333
2024 Proposed	\$ 5,107,571
\$ Change	\$ 1,289,238
% Change	33.8%

Regular FTEs	
2023 Original	24.55
2024 Proposed	32.10
Change	7.55



021 – Community, Planning, and Economic Development (continued)

2024 Proposed Budget Changes

Economic Development:

- Increase Communications and Marketing Manager from 0.80 to 0.85 FTE
- Reduce M&O

Budget Comparison	
2023 Original	\$ 3,818,333
2024 Proposed	\$ 5,107,571
\$ Change	\$ 1,289,238
% Change	33.8%

Regular FTEs	
2023 Original	24.55
2024 Proposed	32.10
Change	7.55



024 – Engineering and Public Services

2024 Proposed Budget Changes

- Staffing FTE Changes:
 - Add 1.0 FTE Permit Support Assistant and reduce seasonal budget by 1.0 FTE
 - Add 1.0 FTE Permit Technician Supervisor and reduce budget by 1.0 Permit Technician
 - Add 0.50 FTE Traffic Operations Supervisor

Budget Comparison	
2023 Original	\$ 8,437,751
2024 Proposed	\$ 9,353,123
\$ Change	\$ 915,372
% Change	10.8%

Regular FTEs	
2023 Original	53.25
2024 Proposed	54.75
Change	1.50
Seasonal FTEs	
2023 Original	2.50
2024 Proposed	1.50
Change	(1.00)



024 – Engineering and Public Services (continued)

2024 Proposed Budget Changes

- Reclass positions to reflect work assignments
- Upgrade positions to align with market rates
- Increase overtime
- Increase M&O

Budget Comparison	
2023 Original	\$ 8,437,751
2024 Proposed	\$ 9,353,123
\$ Change	\$ 915,372
% Change	10.8%

Regular FTEs	
2023 Original	53.25
2024 Proposed	54.75
Change	1.50

Seasonal FTEs	
2023 Original	2.50
2024 Proposed	1.50
Change	(1.00)



026 – Animal Services

2024 Proposed Budget Changes

- Staffing FTE Changes:
 - Add 0.80 FTE Animal Services Veterinarian
 - Add 1.0 FTE Animal Shelter Volunteer & Foster Supervisor
 - Reduce budget by 1.0 FTE Animal Control Officer
- Reclass position to reflect work assignments
- Increase overtime
- Increase seasonal FTE by 0.76

Budget Comparison	
2023 Original	\$ 1,989,767
2024 Proposed	\$ 2,356,609
\$ Change	\$ 366,842
% Change	18.4%

Regular FTEs	
2023 Original	16.20
2024 Proposed	17.00
Change	0.80
Seasonal FTEs	
2023 Original	3.24
2024 Proposed	4.00
Change	0.76



030 – Emergency Management

2024 Proposed Budget Changes

- Staffing FTE Changes:
 - Add 1.0 FTE Emergency Management Director
 - Transfer in 1.0 FTE Administrative Coordinator from Fire department
- Add M&O

Budget Comparison	
2023 Original	\$ -
2024 Proposed	\$ 387,819
\$ Change	\$ 387,819
% Change	-

Regular FTEs	
2023 Original	-
2024 Proposed	2.00
Change	2.00



031 - Police

2024 Proposed Budget Changes

- Staffing FTE Changes:
 - Add 8.0 FTE Police Officers
 - Add 1.0 FTE Police Lieutenant
 - Add 1.0 FTE Police Public Disclosure Specialist
 - Add 1.0 FTE Wellness Coordinator

Budget Comparison	
2023 Original	\$ 42,865,667
2024 Proposed	\$ 50,840,536
\$ Change	\$ 7,974,869
% Change	18.6%

Regular FTEs	
2023 Original	252.00
2024 Proposed	263.00
Change	11.00



031 – Police (continued)

2024 Proposed Budget Changes

- Reclass positions to reflect work assignments
- Increase:
 - overtime
 - other pay
 - uniform budget
- Decrease differential pay
- Add 2024-25 Lateral Incentive Program

Budget Comparison	
2023 Original	\$ 42,865,667
2024 Proposed	\$ 50,840,536
\$ Change	\$ 7,974,869
% Change	18.6%

Regular FTEs	
2023 Original	252.00
2024 Proposed	263.00
Change	11.00



032 – Fire

2024 Proposed Budget Changes

- Staffing FTE Changes:
 - Reduce budget by 1.0 FTE Fire Division Chief – transfer FTE to new Emergency Management department
 - Transfer out 1.0 FTE Administrative Coordinator to Emergency Management department
 - Transfer in 0.30 FTE Assistant Fire Chief from Emergency Medical Services Fund 153

Budget Comparison	
2023 Original	\$ 24,265,010
2024 Proposed	\$ 26,678,875
\$ Change	\$ 2,413,865
% Change	9.9%

Regular FTEs	
2023 Original	124.90
2024 Proposed	123.20
Change	(1.70)



032 – Fire (continued)

2024 Proposed Budget Changes

- Reclass positions to reflect work assignments
- Increase:
 - overtime
 - differential pay
 - other pay
- Decrease uniform budget

Budget Comparison	
2023 Original	\$ 24,265,010
2024 Proposed	\$ 26,678,875
\$ Change	\$ 2,413,865
% Change	9.9%

Regular FTEs	
2023 Original	124.90
2024 Proposed	123.20
Change	(1.70)



038 – Facilities and Property Management

2024 Proposed Budget Changes

- Transfer in 0.05 FTE Assistant Parks & Recreation Director from Motor Vehicles Fund 501
- Reclass positions to reflect work assignments
- Upgrade positions to align with market rates
- Increase differential pay
- Increase M&O

Budget Comparison	
2023 Original	\$ 4,187,198
2024 Proposed	\$ 4,621,237
\$ Change	\$ 434,039
% Change	10.4%

Regular FTEs	
2023 Original	30.45
2024 Proposed	30.50
Change	0.05



101 – Parks and Community Services

2024 Proposed Budget Changes

- Staffing FTE Changes:
 - Transfer in 0.05 FTE Assistant Parks & Recreation Director from Municipal Arts Fund 112
 - Transfer out 0.05 FTE Parks & Recreation Director to Motor Vehicles Fund 501
- Reclass position to reflect work assignments
- Upgrade position to align with market rates
- Increase overtime
- Increase differential pay

Budget Comparison	
2023 Original	\$ 6,940,795
2024 Proposed	\$ 7,719,214
\$ Change	\$ 778,419
% Change	11.2%

Regular FTEs	
2023 Original	41.20
2024 Proposed	41.20
Change	-

Seasonal FTEs	
2023 Original	10.98
2024 Proposed	10.98
Change	-



110 - Library

2024 Proposed Budget Changes

- Add 0.10 FTE Circulation Assistant II
- Increase Circulation Assistant I/Shelver (Day Laborer) by 0.38 FTE
- Decrease overtime
- Increase M&O

Budget Comparison	
2023 Original	\$ 5,037,224
2024 Proposed	\$ 5,763,267
\$ Change	\$ 726,043
% Change	14.4%

Regular FTEs	
2023 Original	34.90
2024 Proposed	35.00
Change	0.10

Day Laborer FTEs	
2023 Original	3.00
2024 Proposed	3.38
Change	0.38



112 – Municipal Arts

2024 Proposed Budget Changes

- Staffing FTE Changes:
 - Increase Project Coordinator from 0.60 to 1.0 FTE
 - Transfer out 0.05 FTE Assistant Parks & Recreation Director to Parks and Community Services
- Reclass position to reflect work assignments
- Increase M&O

Budget Comparison	
2023 Original	\$ 640,808
2024 Proposed	\$ 729,727
\$ Change	\$ 88,919
% Change	13.9%

Regular FTEs	
2023 Original	1.35
2024 Proposed	1.70
Change	0.35



114 – Conference Center

2024 Proposed Budget Changes

- Reduce debt service budget to match amortization schedule

Budget Comparison	
2023 Original	\$ 1,515,849
2024 Proposed	\$ 941,474
\$ Change	\$ (574,375)
% Change	-37.9%



120 – Streets

2024 Proposed Budget Changes

- Reclass position to reflect work assignments
- Upgrade position to align with market rates
- Increase overtime
- Increase M&O

Budget Comparison	
2023 Original	\$ 3,090,811
2024 Proposed	\$ 3,420,598
\$ Change	\$ 329,787
% Change	10.7%

Regular FTEs	
2023 Original	25.55
2024 Proposed	25.55
Change	-



126 – Motor Vehicle and Equipment Replacement

2024 Proposed Budget Changes

Police	\$	1,335,000
Emergency Services		47,000
Streets		642,000
Parks		440,000
Engineering		405,000
Facilities		180,000
Contingency		250,000
Total	\$	3,299,000

Budget Comparison	
2023 Original	\$ 3,596,342
2024 Proposed	\$ 3,299,000
\$ Change	\$ (297,342)
% Change	-8.3%



138 – Lodging Tax

2024 Proposed Budget Changes

Grant Recipients	\$	560,000
Tourism Promotion		175,000
Tourism Program		175,000
Events Center		100,000
Total	\$	1,010,000

Budget Comparison	
2023 Original	\$ 795,000
2024 Proposed	\$ 1,010,000
\$ Change	\$ 215,000
% Change	27.0%



145 – Real Property Acquisition Reserve

2024 Proposed Budget Changes

- Increase M&O

Street and Alley Vacation Project Planning

- 18th St. pedestrian improvements
- Sievers Duecy Blvd. pedestrian crossing
- East Marine View Dr./Summit Ave. pedestrian crossing
- East Marine View Dr./10th St. pedestrian crossing
- 79th Pl. crosswalk enhancements (Evergreen Middle School)

Budget Comparison	
2023 Original	\$ 180,850
2024 Proposed	\$ 187,500
\$ Change	\$ 6,650
% Change	3.7%



153 – Emergency Medical Services

2024 Proposed Budget Changes

- Transfer out 0.30 FTE Assistant Fire Chief to Fire department
- Reclass positions to reflect work assignments
- Increase:
 - overtime
 - differential pay
 - other pay
 - uniform budget

Budget Comparison	
2023 Original	\$ 18,639,716
2024 Proposed	\$ 19,826,040
\$ Change	\$ 1,186,324
% Change	6.4%

Regular FTEs	
2023 Original	75.10
2024 Proposed	74.80
Change	(0.30)



198 – Community Development Block Grants

2024 Proposed Budget Changes

- Staffing FTE Changes:
 - Transfer in 0.30 FTE Community Development Specialist from CPED
 - Transfer in 0.05 FTE Administrative Coordinator from CPED
 - Transfer out 0.35 FTE Community Development Manager to CPED

Budget Comparison	
2023 Original	\$ 618,562
2024 Proposed	\$ 655,233
\$ Change	\$ 36,671
% Change	5.9%

Regular FTEs	
2023 Original	1.05
2024 Proposed	1.05
Change	-



401 – Water and Sewer Utility

2024 Proposed Budget Changes

- Staffing FTE Changes:
 - Add 8.0 FTE Treatment Plant Operator-in-Training
 - Add 1.0 FTE Associate Engineer (PE)
 - Add 0.50 FTE Utility Maintenance Technician I
 - Transfer out 0.50 FTE Environmental Health & Safety Manager to Human Resources department and reclass
 - Reduce seasonal budgeted FTE by 1.50

Budget Comparison	
2023 Original	\$ 233,753,102
2024 Proposed	\$ 117,348,625
\$ Change	\$ (116,404,477)
% Change	-49.8%

Regular FTEs	
2023 Original	234.20
2024 Proposed	243.20
Change	9.00
Seasonal FTEs	
2023 Original	9.00
2024 Proposed	7.50
Change	(1.50)



401 – Water and Sewer Utility (continued)

2024 Proposed Budget Changes

- Reclass positions to reflect work assignments
- Upgrade position to align with market rates
- Increase:
 - overtime
 - differential pay
 - uniform budget
- No planned water and sewer revenue bond issuance in 2024 for utility capital program

Budget Comparison	
2023 Original	\$ 233,753,102
2024 Proposed	\$ 117,348,625
\$ Change	\$ (116,404,477)
% Change	-49.8%

Regular FTEs	
2023 Original	234.20
2024 Proposed	243.20
Change	9.00
Seasonal FTEs	
2023 Original	9.00
2024 Proposed	7.50
Change	(1.50)



402 – Solid Waste Utility

2024 Proposed Budget Changes

- Reduce seasonal pay
- Reclass positions to reflect work assignments

Budget Comparison	
2023 Original	\$ 2,273,041
2024 Proposed	\$ 3,380,935
\$ Change	\$ 1,107,894
% Change	48.7%

Regular FTEs	
2023 Original	0.60
2024 Proposed	0.60
Change	-

Seasonal FTEs	
2023 Original	0.50
2024 Proposed	0.50
Change	-



425 – Everett Transit

2024 Proposed Budget Changes

- Staffing FTE Changes:
 - Add 8.0 FTE Bus Operators
 - Add 3.0 FTE Security Officers
 - Add 1.0 FTE Transit Operations Supervisor
 - Add 1.0 FTE Vehicle Electronic Technician
 - Add 1.0 FTE Transportation Maintenance Technician
 - Add 1.0 FTE Transportation Services Customer Service Technician

Budget Comparison	
2023 Original	\$ 46,856,588
2024 Proposed	\$ 37,514,405
\$ Change	\$ (9,342,183)
% Change	-19.9%

Regular FTEs	
2023 Original	145.98
2024 Proposed	161.00
Change	15.02



425 – Everett Transit (continued)

2024 Proposed Budget Changes

- Staffing FTE Changes (cont.):
 - Increase Marketing and Design Specialist from 0.88 to 0.90 FTE
- Reclass positions to reflect work assignments
- Increase:
 - overtime
 - differential pay
 - uniform budget
- Reduce capital outlay

Budget Comparison	
2023 Original	\$ 46,856,588
2024 Proposed	\$ 37,514,405
\$ Change	\$ (9,342,183)
% Change	-19.9%

Regular FTEs	
2023 Original	145.98
2024 Proposed	161.00
Change	15.02



440 – Golf

2024 Proposed Budget Changes

- Increase:
 - overtime
 - seasonal pay

Budget Comparison	
2023 Original	\$ 4,890,344
2024 Proposed	\$ 5,623,781
\$ Change	\$ 733,437
% Change	15.0%

Regular FTEs	
2023 Original	8.20
2024 Proposed	8.20
Change	-

Seasonal FTEs	
2023 Original	7.00
2024 Proposed	7.00
Change	-



501 – Motor Vehicles

2024 Proposed Budget Changes

- Staffing FTE Changes:
 - Transfer out 0.05 FTE Assistant Parks & Recreation Director to Facilities and Property Management
 - Transfer in 0.05 FTE Parks & Recreation Director from Parks and Community Services
- Increase overtime
- Increase seasonal pay
- Decrease differential pay
- Decrease uniform budget

Budget Comparison	
2023 Original	\$ 8,672,332
2024 Proposed	\$ 9,174,392
\$ Change	\$ 502,060
% Change	5.8%

Regular FTEs	
2023 Original	22.10
2024 Proposed	22.10
Change	-

Seasonal FTEs	
2023 Original	0.50
2024 Proposed	0.50
Change	-



Questions





City Council Agenda Item Cover Sheet

Project title:

An Ordinance levying EMS Property Taxes for the City of Everett for Fiscal Year Commencing January 1, 2024, on all Taxable Property both Real and Personal, Subject to Taxation Thereon

Council Bill #

CB 2310-52

Agenda dates requested:

Briefing 10/25/23

Proposed action 11/1/23

Consent

Action

Ordinance X

Public hearing 11/8/23

X Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Susy Haugen

Phone number:

425-257-8612

Email:

shaugen@everettwa.gov

Initialed by:

sh

Department head

Administration

Council President

Consideration: Property Tax Ordinance

Project: N/A

Partner/Supplier : N/A

Location: N/A

Preceding action: N/A

Fund: Emergency Medical Services Fund 153

Fiscal summary statement:

The 2024 EMS property tax levy estimate is \$10,066,300.42, plus amounts made available from new construction, annexations, changes in state assessed properties, or a refund levy.

The Ordinance includes a one percent increase in the EMS levy, which equals \$99,666.34.

Project summary statement:

In order to establish the annual property tax levies for the Emergency Medical Services Fund, City Council must adopt an ordinance that identifies the levy amount, and both the dollar increase and percentage increase over the prior year's levy. As a matter of practice, we estimate the amounts to be used and ask the Assessor to determine and use the correct rates for property taxes.

Recommendation (exact action requested of Council):

Adopt an Ordinance levying the EMS property taxes for the City of Everett for fiscal year commencing January 1, 2024, on all taxable property, both real and personal, subject to taxation thereon.



ORDINANCE NO. _____

An Ordinance Levying the Emergency Medical Services Property Taxes for the City of Everett for Fiscal Year Commencing January 1, 2024, on All Taxable Property, Both Real and Personal, Subject to Taxation Thereon, for the Purpose of Raising a Portion of the Revenue to Carry on City Operations for the Ensuing Year, as Required by the Charter of the City of Everett and the Laws of the State of Washington

WHEREAS,

- A. The City Council of the City of Everett has met and considered its budget for the calendar year 2024.
- B. The City's actual EMS levy amount from the previous year was \$9,966,634.08
- C. The population of the City of Everett is more than 10,000.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That there be, and hereby is, levied upon real and personal property in the City of Everett, subject to taxation thereon, a general property tax for municipal purposes commencing on January 1, 2024, as follows:

EMERGENCY MEDICAL SERVICES

The dollar amount of the increase over the actual levy amount from the previous year shall be \$99,666.34, which is a percentage increase of 1% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

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

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

Section 4. 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 numbers, and any internal references.

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 6. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance levying the Regular Property Taxes for the City of Everett for Fiscal Year Commencing January 1, 2024, on all Taxable Property both Real and Personal, Subject to Taxation Thereon

Council Bill #

CB 2310-53

Agenda dates requested:

Briefing 10/25/23

Proposed action 11/1/23

Consent

Action

Ordinance ☒ X

Public hearing 11/8/23

☒ X Yes ☐ No**Budget amendment:**☐ Yes ☒ X No**PowerPoint presentation:**☒ X Yes ☐ No**Attachments:**

Ordinance

Department(s) involved:

Finance

Contact person:

Susy Haugen

Phone number:

425-257-8612

Email:

shaugen@everettwa.gov

Consideration: Property Tax Ordinance**Project:** N/A**Partner/Supplier:** N/A**Location:** N/A**Preceding action:** N/A**Fund:** General Fund and Emergency Medical Services Fund**Fiscal summary statement:**

The 2024 property tax levy estimate is \$40,965,500.73, plus amounts made available from new construction, annexations, and refund levies.

The Ordinance includes a one percent increase in the regular levy, which equals \$40,599.02.

Project summary statement:

In order to establish the annual property tax levies for the General Fund, City Council must adopt an ordinance that identifies the levy amount, and both the dollar increase and percentage increase over the prior year's levy. As a matter of practice, we estimate the amounts to be used and ask the Assessor to determine and use the correct rates for property taxes.

Recommendation (exact action requested of Council):

Adopt an Ordinance levying the regular property for the City of Everett for fiscal year commencing January 1, 2024, on all taxable property, both real and personal, subject to taxation thereon.

Initialed by:

SH

Department head

Administration

Council President



ORDINANCE NO. _____

An Ordinance Levying the General Taxes for the City of Everett for Fiscal Year Commencing January 1, 2024, on All Taxable Property, Both Real and Personal, Subject to Taxation Thereon, for the Purpose of Raising a Portion of the Revenue to Carry on City Operations for the Ensuing Year, as Required by the Charter of the City of Everett and the Laws of the State of Washington

WHEREAS,

- A. The City Council of the City of Everett has met and considered its budget for the calendar year 2024.
- B. The City's actual regular levy amount from the previous year was \$40,559,901.71.
- C. The population of the City of Everett is more than 10,000.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That there be, and hereby is, levied upon real and personal property in the City of Everett, subject to taxation thereon, a general property tax for municipal purposes commencing on January 1, 2024, as follows:

REGULAR PROPERTY TAX LEVY

The dollar amount of the increase over the actual levy amount from the previous year shall be \$405,599.02, which is a percentage increase of 1% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

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

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

Section 4. 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 numbers, and any internal references.

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Section 6. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



EVERETT CITY COUNCIL Public Comment Form

Thank you for being here today. Please fill out this form to speak at the council meeting.

State your name and city of residence when you begin speaking. Each person is asked to limit comments to three minutes. This allows everyone a fair opportunity to speak. Return this form to the council administrator before the meeting begins.

All comments must be relevant and delivered to the Council as a whole in a respectful manner. The following comments are not allowed:

- Comments on any kind of campaigning, whether for or against ballot measures or candidates running for office
- Comments advertising any product
- Comments focused on personal matters that are unrelated to City business

You can also submit a comment and attend meetings online at [everettwa.gov/city council](http://everettwa.gov/city-council). Click on "Council meeting public comment sign up form." This must be done at least 30 minutes prior to the meeting. Additional instructions are available on the web page.

City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 11/8/23

NAME (required): Luisana Hernandez

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item
AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: Wait's Motel



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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 11/8/23

NAME (required): Ruben Trujillo

CITY (required): Eva ZIP (required): 98201

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): (1) 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item
AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: Walt's Hotel



EVERETT CITY COUNCIL Public Comment Form

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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 11/8/23

NAME (required): Kelli Johnson 5 min!

CITY (required): Everett ZIP (required): 98208

EMAIL (optional): _____ PHONE (optional): 314-856-5930

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item

AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: Nurse Strike



EVERETT CITY COUNCIL Public Comment Form

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- Comments advertising any product
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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: L 11/8/23

NAME (required): Liz Stenning

CITY (required): Lake Forest Park ZIP (required): 98155

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item
AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: Re: agenda #17



EVERETT CITY COUNCIL Public Comment Form

Thank you for being here today. Please fill out this form to speak at the council meeting.

State your name and city of residence when you begin speaking. Each person is asked to limit comments to three minutes. This allows everyone a fair opportunity to speak. Return this form to the council administrator before the meeting begins.

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- Comments advertising any product
- Comments focused on personal matters that are unrelated to City business

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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 11/8/2023

NAME (required): MORRIE TRAUTMAN

CITY (required): EVERETT ZIP (required): 98201

EMAIL (optional): MORRIETRAUTMAN@GMAIL.COM PHONE (optional): 206 484 9811

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item
AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: ITEM # 18



EVERETT CITY COUNCIL Public Comment Form

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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 11/8/23

NAME (required): Katrina Koontz

CITY (required): Marysville ZIP (required): 98270

EMAIL (optional): Katrina@everettsilverthorn.com PHONE (optional): 425 760 6979

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☒ During the comment period that will follow the agenda item
AGENDA ITEM #: _____

☐ During the general public comment. Please state the topic you would like to speak on: #16



Public Comment forms are public records and are subject to disclosure pursuant to the Public Records Act (RCW 42.56) and may be posted online with City archived records.

From: noreply@civicplus.com
To: [Angela Ely](#)
Subject: [EXTERNAL] Online Form Submittal: City Council virtual public comment registration form
Date: Tuesday, November 7, 2023 5:11:39 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

City Council virtual public comment registration form

Instructions

All community participants must fill out the online speaker sheet completely. For assistance, please contact the council office at 425-257-8703 or Aely@everettwa.gov.

Participants must submit this form at least 30 minutes prior to the meeting (by 6 pm).

After the public comment form is submitted, the community member will receive an email confirmation with the Zoom link and phone number to the meeting.

Forms submitted after that time will not receive the Zoom link/number to speak, but may still participate the day of the meeting by submitting comments to Council@everettwa.gov.

I understand	I have read the form instructions and understand
First and last name	Julie Bynum
Address	19731 knoll, Arlington WA
District	I am not an Everett resident
City Council Districts map	Click here to view the Everett City Council Districts map
Email address	bynumfamily@hotmail.com
Phone number	3609134176
Agenda date	11/08/2023
What is the topic you wish to speak about?	Public comment

Please be specific
about the topic of your
public comment

RN strike at Providence Hospital

Participating in a city council meeting:

1. Each person is responsible for their internet or phone connection to the meeting; no action will be invalidated on the grounds that the loss of or poor quality of a person's individual connection prevented him or her from participating in a meeting.
2. Participants need to join by the beginning of meeting for non-agenda items or before their agenda item they wish to speak about.
3. All speakers must respect the 3-minute time limit to allow everyone an opportunity to speak.
4. The meeting host will give participants the ability to unmute themselves and turn on their camera when it is their time to speak.
 - Participants will mute their microphone when not speaking.
 - Participants connecting via the Zoom app are expected to turn on their device's camera when it is their turn to speak, if possible.
5. Speakers must connect to Zoom using the same name or phone number listed on this form in order to be called on when it is their time to speak.
6. City staff may direct the muting or temporarily disconnect a participant if the subject is disruptive, makes inappropriate remarks or speaking when not recognized.
7. The following comments are not allowed: comments on any kind of campaigning – whether for or against ballot measures or candidates running for office; comments focused on PERSONAL MATTERS that are unrelated to City business.
8. Those who wish to listen to the council meeting by phone (and not provide comment), you may call 425-616-3920 conference ID 724 887 726#. This line will be silent until the meeting begins.
9. Once public comments are completed, Zoom will be closed, but you may continue to watch the meeting by going [\(3\) City of Everett - YouTube](#).

I agree

I have read and agree to the participation requirements.

Email not displaying correctly? [View it in your browser.](#)

RIVERFRONT

NOVEMBER 8, 2023



DEVELOPER

Shelter Holdings

ARCHITECT

MG2

SMR

YAEGER

CIVIL ENGINEER

Perteet

STRUCTURAL ENGINEER

CT Engineering Inc.

LANDSCAPE ARCHITECT

Weisman Design Group

MECHANICAL ENGINEER

Robison Engineering

Sider & Byers

ELECTRICAL ENGINEER

Follett Engineering

AWA Electrical Consultants

ENVIRONMENTAL

Herrera Environmental Consultants

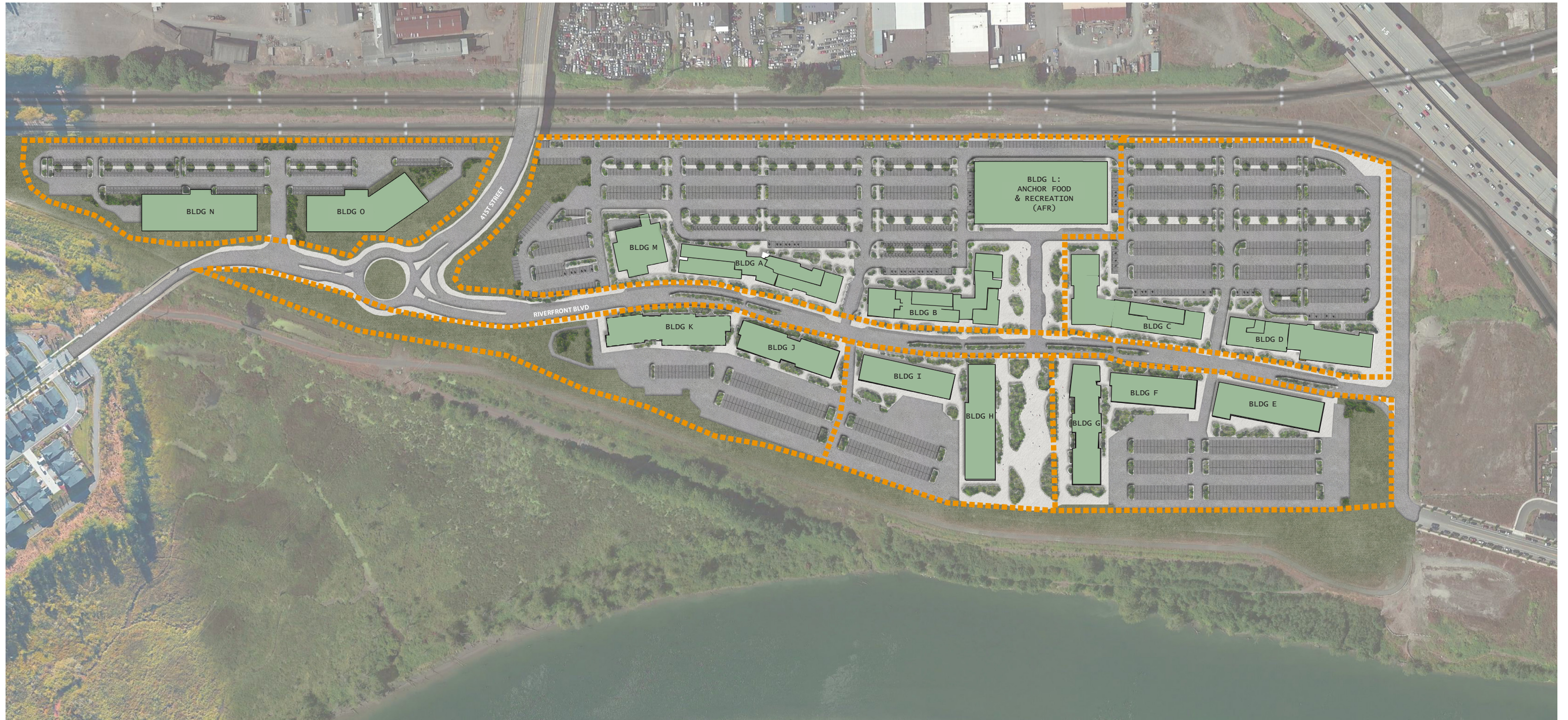
HWA

TRAFFIC

TENW



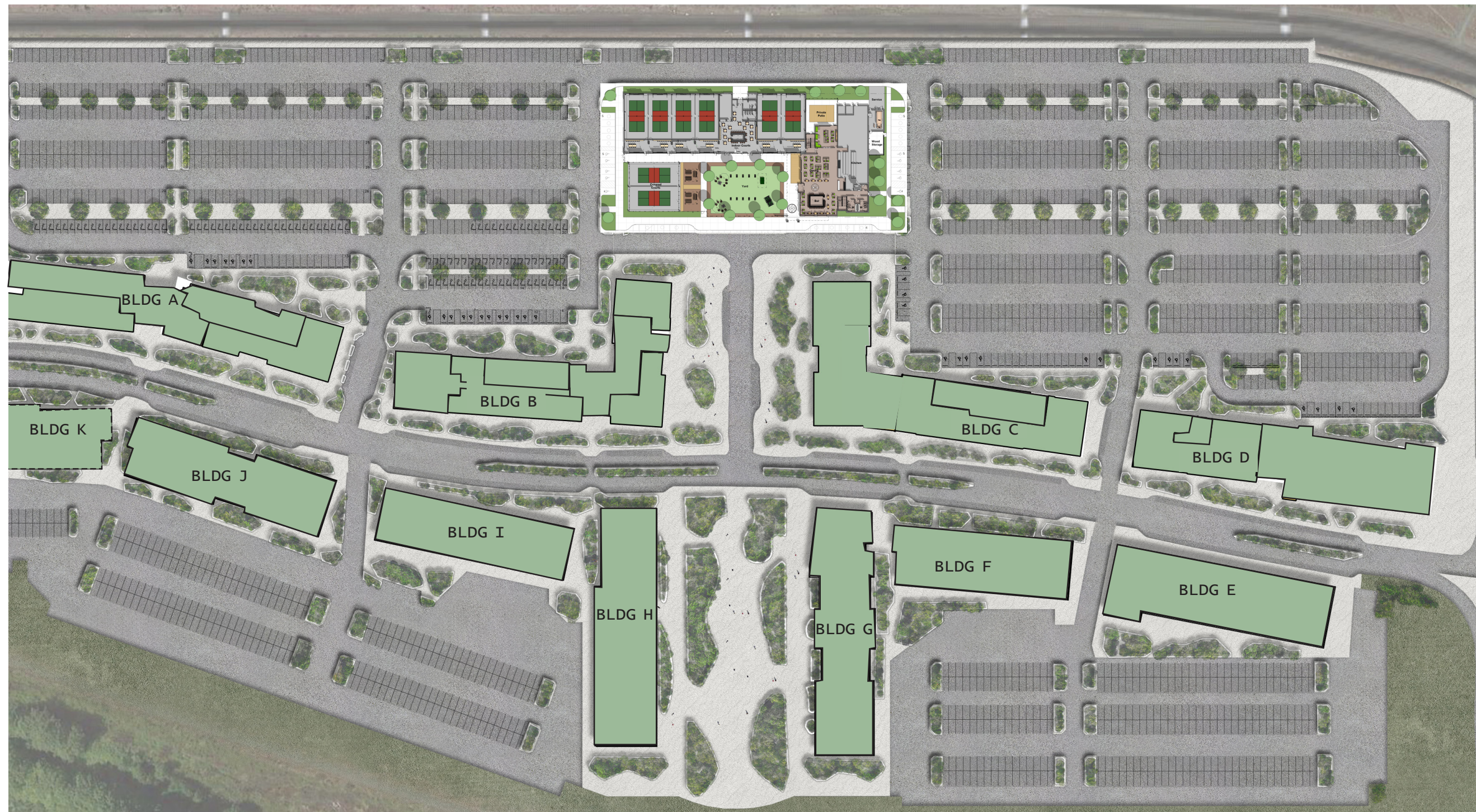
RIVERFRONT



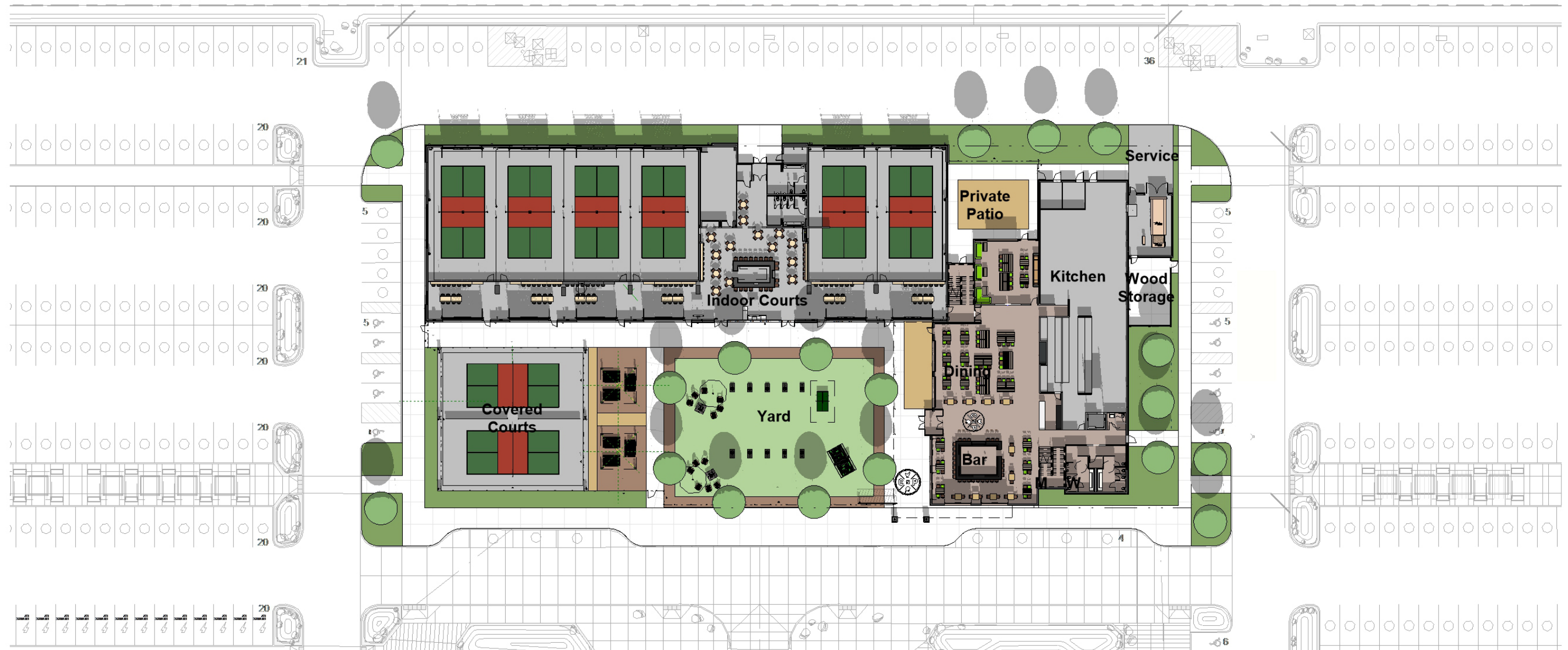
RIVERFRONT



RIVERFRONT

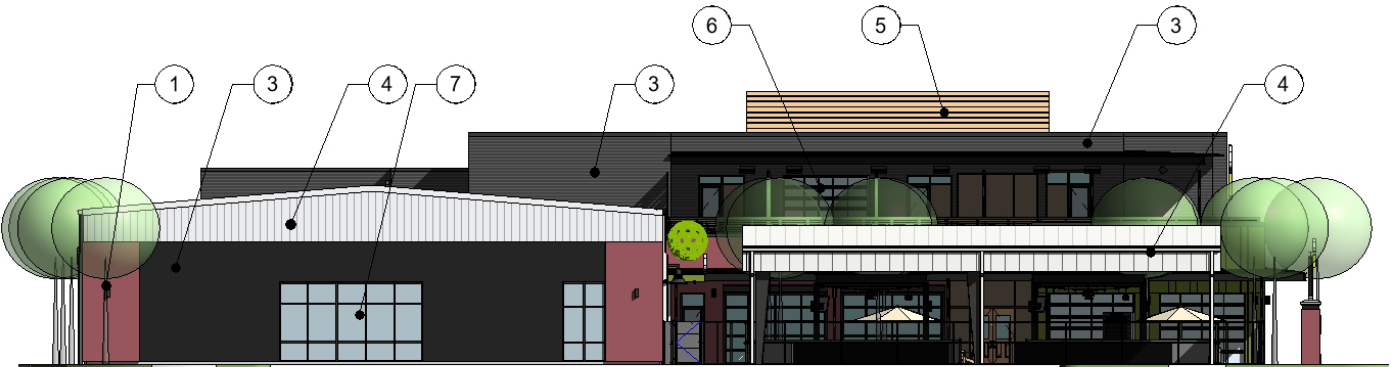


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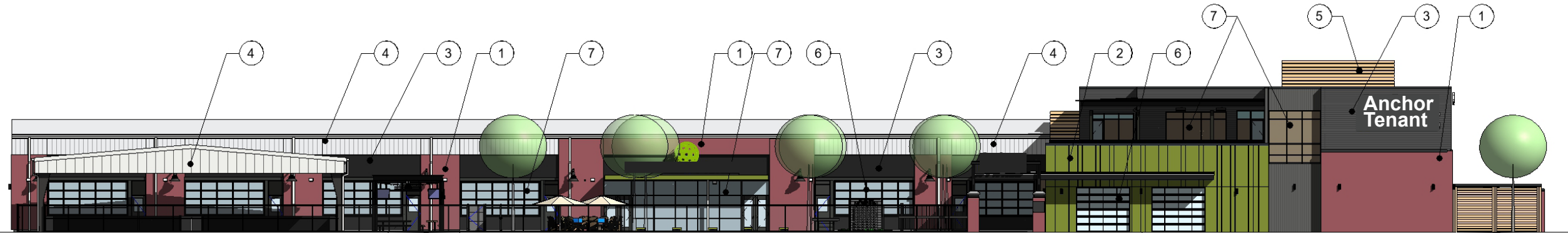


RIVERFRONT

2 West Elevation



1 South Elevation



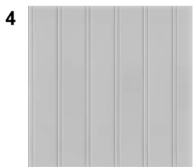
BRICK VENEER



FLAT METAL PANEL



HORIZONTAL METAL PANEL



VERTICAL METAL PANEL



HORIZONTAL WOOD

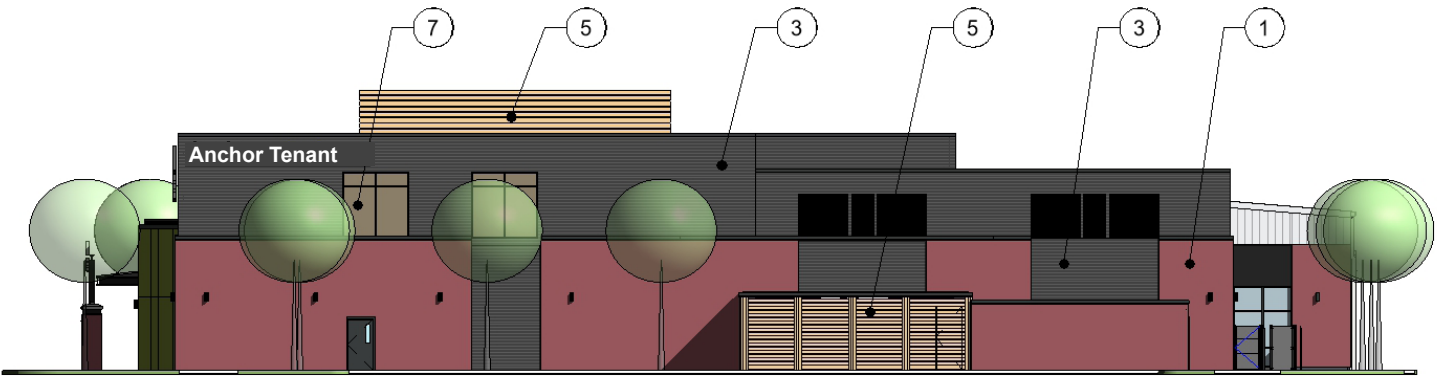


OPERABLE DOORS

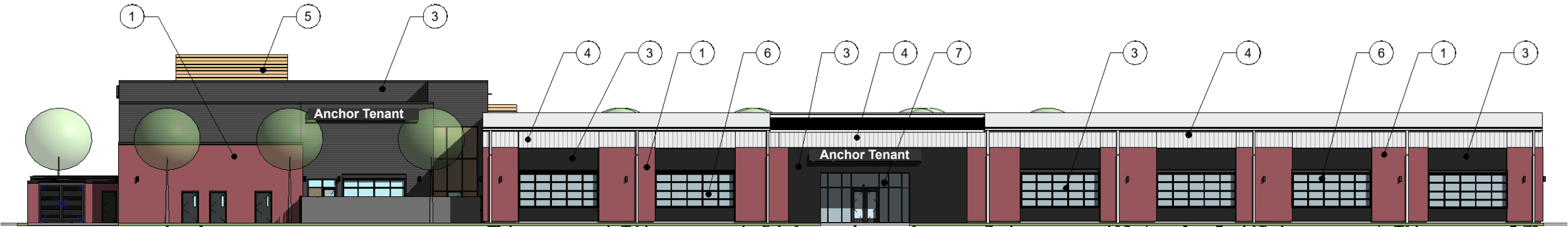


ALUMINIUM STOREFRONT

RIVERFRONT



4 East Elevation



3 North Elevation



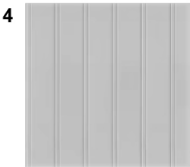
BRICK VENEER



FLAT METAL PANEL



HORIZONTAL METAL PANEL



VERTICAL METAL PANEL



HORIZONTAL WOOD



OPERABLE DOORS



ALUMINIUM STOREFRONT

RIVERFRONT



Shelter
HOLDINGS

MG2

PERTEET

WEISMAN
DESIGN
GROUP

ROBISON
ENGINEERING, INC.

HERRERA

TENW

SMR
ARCHITECTS



City of Everett Stadium/Amphitheater/Park Project

+

SEPA Consultant Contract
Environmental Science Associates

SOJ is a project management firm with over 39 years of experience managing complex high-profile projects spanning the full scope of development.

Our Services- Project Focused Community Driven

Schedule Development & Management • Master Budget Tracking & Cost Control • Architect & Contractor Selection • Contract Negotiation & Administration • Entitlements Management • Community Engagement • Management of Planning, Design & Construction

Our Team

Ben Franz-Knight
Partner & Sr.
Project Manager

Julie DeDonato
Project Manager

Ethan Bernau
Partner & Sr.
Project Manager



Our Experience

Lumen Field Modernization
69,000 Seat Stadium
Seattle, WA | Ongoing

ShoWare Center
\$85M | 154,000 SF
Kent, WA | 2006 - 2009

**Seattle Storm Temporary HVAC
Alaska Airlines Arena**
\$650k | HVAC System Upgrade
Seattle, WA | 2019

**Pike Place Market Levy
Funded Renovation**
\$68.6M | 11 Buildings/9 Acres
Seattle, WA | Completed 2013

Seattle Aquarium Ocean Pavilion
\$160M | 50,000 SF
Seattle, WA | 2017 - Present

Tukwila Justice Center
\$67M | 47,000 SF
Tukwila, WA | 2016 - 2020

T-Mobile Park (Safeco Field)
\$517M
Seattle, WA | 1996 - 1999

Seattle Joint Training Facility
\$33M | 13 Acres
Seattle, WA | 2004 - 2007

Pike Place Market MarketFront
\$74.4M | 210,000 SF
Seattle, WA | 2012-2017

**Climate Pledge Arena Early
Enabling**
\$4.5M of \$900M total
Seattle, WA | 2018 - 2019

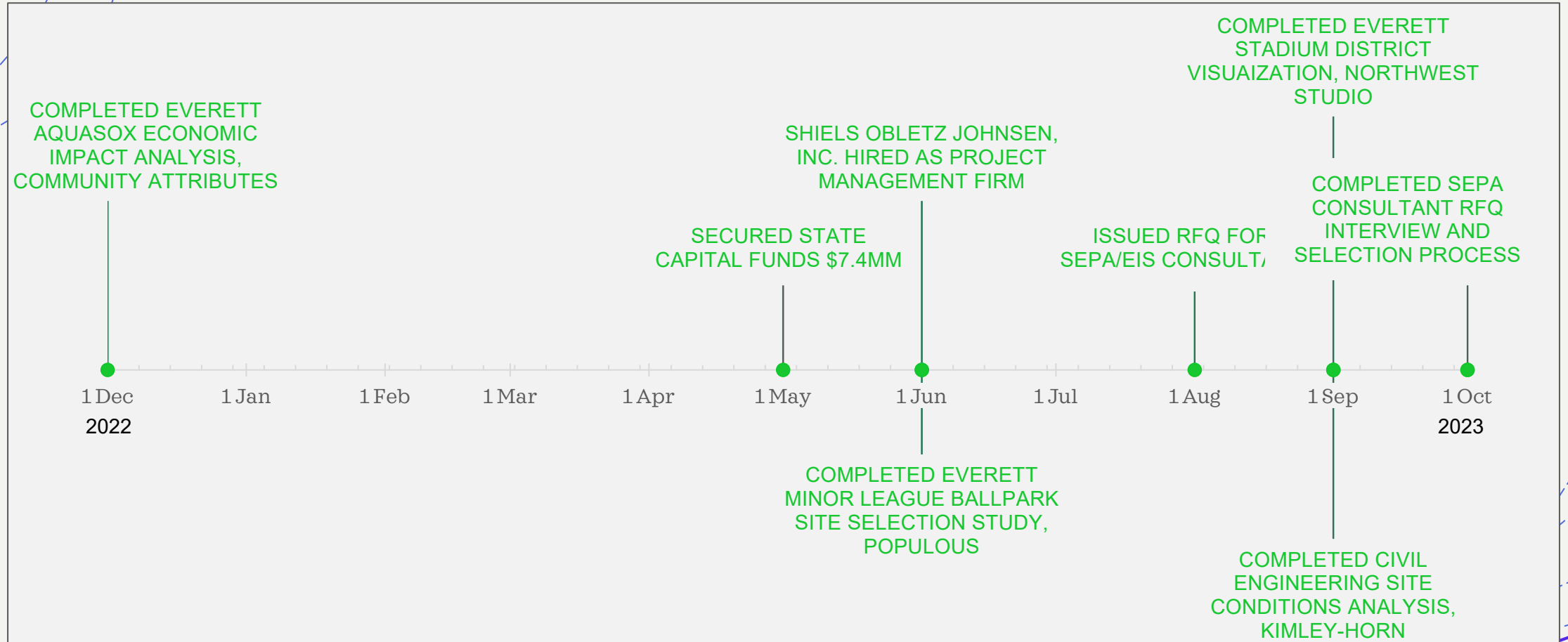
City of Everett Stadium/Amphitheater/Park Project

- + Since 1984, Everett Aquasox provided professional athletic events, business partnerships, local business impacts, community pride and entertainment for all ages and income.
- + In 2021, Major League Baseball (MLB) reconfigured Minor League Baseball (MiLB) which resulted in new requirements for MiLB stadium facilities.
- + Funko Field, the current home of the Everett AquaSox, does not meet the new facility standards required by MLB.

City of Everett Stadium/Amphitheater/Park Project

- + The City of Everett and Snohomish County are partnering with the owners of the Everett AquaSox to lead a public-private effort to investigate the feasibility of a new outdoor multipurpose facility located in the City of Everett.
- + On September 28, 2022, the **City and County passed Joint Resolution No. 22-056** in support of investigating the feasibility of a new Everett outdoor multipurpose stadium.
- + The new facility should provide 2,800 – 3,200 fixed seats for baseball fans, up to 5,000 seats for events and space for a public park.

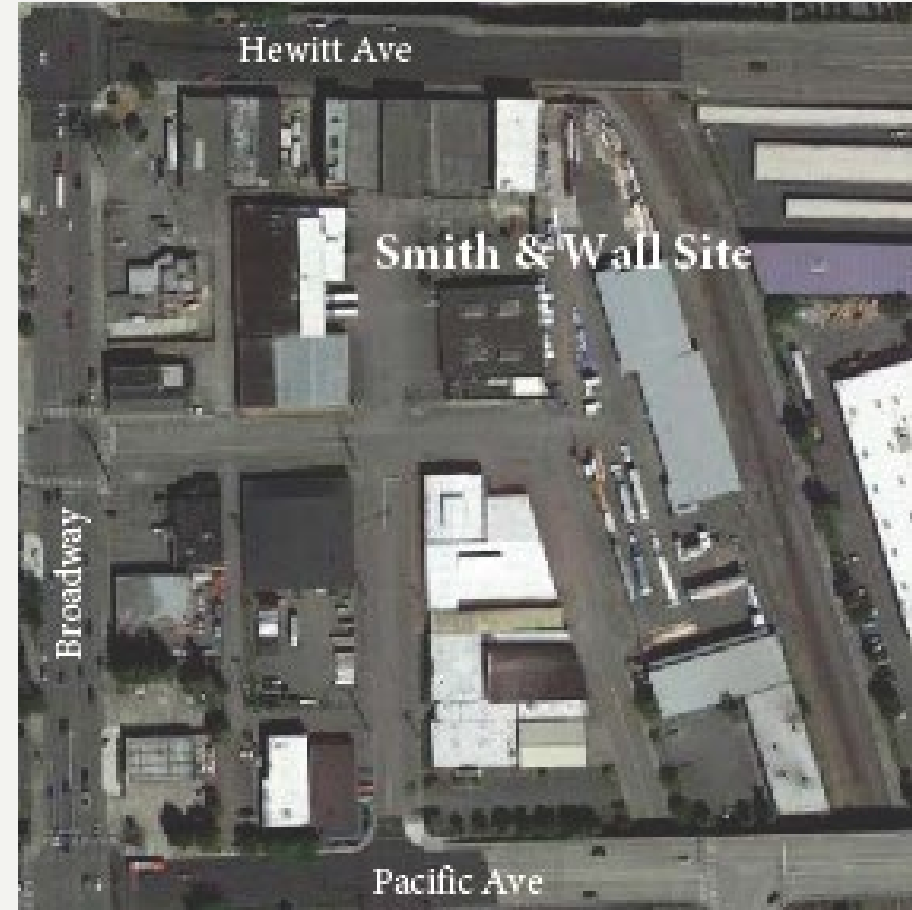
City of Everett Stadium/Amphitheater/Park Project Progress To Date Timeline



The State of Washington's Environmental Policy Act (SEPA) Environmental Impact Statement(EIS)

- + The proposed stadium project requires compliance with SEPA through an EIS process, which identifies and analyzes environmental impacts for several project alternatives through a public process to support informed decision making.
- + The EIS process will consider environmental information (impacts, alternatives, and mitigation) and seek public input and comment.
- + It is important to integrate EIS with agency activities at the earliest possible time to ensure planning and decisions reflect environmental values, avoid delays later in the process, and seek to resolve potential problems.
- + The City's goal is to complete the EIS process in a thorough timely manner.

The SEPA EIS will present an equal level of analysis for two Alternative sites and one No Action Alternative.



SEPA Consultant

City of Everett Stadium/Amphitheater/Park Project

- + The City of Everett requested statements of qualifications from consulting teams specializing in SEPA and EIS (Environmental Impact Statement) processes.
- + Four firms responded and were scored on previous experience working on multipurpose event venues with complex urban design issues (including traffic, transit, and parking implications) and strength of proposed project management team.
- + After the interview and scoring process **Environmental Science Associates (ESA)** was selected as the preferred SEPA Consultant.

City of Everett 2024 Proposed Budget Hearing #1

November 8, 2023



Discussion Topics

2024 Proposed Budget

- Citywide Expenditure Budget
- Highlights of 2024 Expenditure Changes



Basis of Presentation

2023
Original
Budget



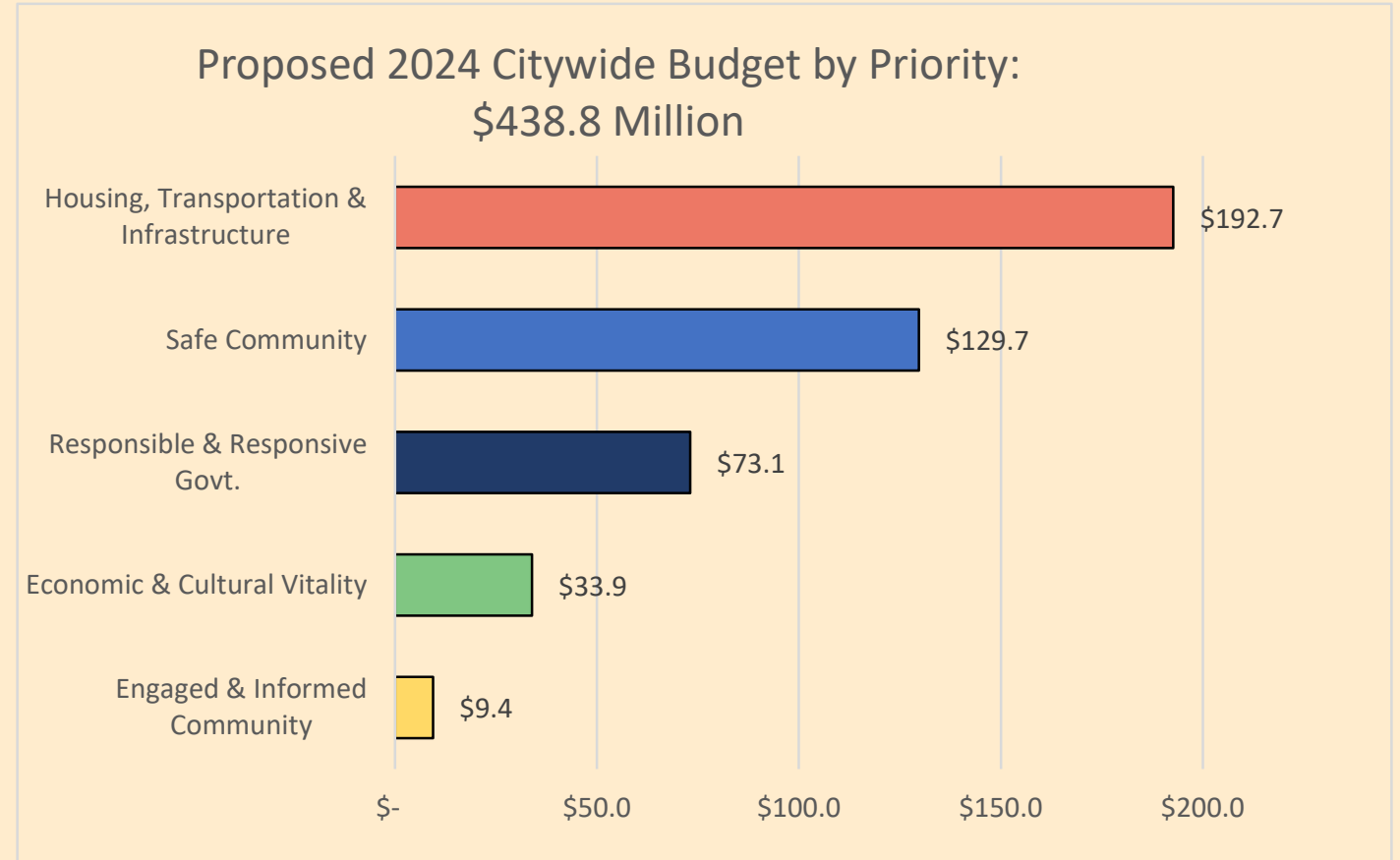
2024
Proposed
Budget

Citywide Proposed 2024 Expenditure Budget – by Priority

Total: \$438.8 million

Priority Examples:

- **Housing, Transportation & Infrastructure:** CDBG, CHIP, Community Development, Transit, Public Works Utilities, Streets
- **Safe Community:** Police, Fire, Prosecutor's Office, Municipal Court, Emergency Management, Animal Shelter
- **Responsive & Responsible Government:** Council, Administration, HR, Finance, IT, Planning, Economic Development
- **Economic & Cultural Vitality:** Economic Development, Parks, Cultural Arts
- **Engaged & Informed Community:** Communications & Engagement, Library



Citywide Expenditure Budget – by fund type (in millions)

Fund Type	2023 Original Budget	2024 Proposed Budget	\$ Change	% Change
General Government	\$ 155.3	\$ 166.9	\$ 11.6	7.5%
Special Revenue Funds	48.2	52.0	3.8	7.8%
Debt Service Funds	2.9	2.4	(0.5)	-18.2%
Enterprise Funds	288.6	164.9	(123.7)	-42.9%
Internal Service Funds	43.5	48.4	4.9	11.3%
Trust Funds	4.7	4.3	(0.4)	-8.4%
Total City Budget	\$ 543.2	\$ 438.8	\$ (104.4)	-19.2%

003 - Legal

Proposed Budget Changes

2023 Mid-Year

- Add 1.0 FTE Assistant City Attorney III
- Reclass positions to reflect work assignments
- Upgrade positions to align with market rates

New for 2024

- Increase seasonal pay
- Net decrease in M&O

Budget Comparison	
2023 Original	\$ 4,620,444
2024 Proposed	\$ 5,125,389
\$ Change	\$ 504,945
% Change	10.9%

Regular FTEs	
2023 Original	17.00
2024 Proposed	18.00
Change	1.00

Seasonal FTEs	
2023 Original	0.67
2024 Proposed	0.67
Change	-



004 – Administration

Proposed Budget Changes

2023 Mid-Year

- Staffing FTE Changes:
 - Add 1.0 FTE Government Affairs Director
 - Add 0.50 FTE Labor & Administrative Services Director
- Reclass position to reflect work assignments

New for 2024

- Reduce M&O

Budget Comparison	
2023 Original	\$ 1,201,932
2024 Proposed	\$ 1,666,531
\$ Change	\$ 464,599
% Change	38.7%
Regular FTEs	
2023 Original	4.80
2024 Proposed	6.30
Change	1.50



005 – Municipal Court

Proposed Budget Changes

2023 Mid-Year

- Increase Judicial Assistant from 0.50 to 0.55 FTE

New for 2024

- Reduce uniform budget

Budget Comparison	
2023 Original	\$ 2,486,347
2024 Proposed	\$ 2,650,736
\$ Change	\$ 164,389
% Change	6.6%

Regular FTEs	
2023 Original	17.80
2024 Proposed	17.85
Change	0.05



007 – Human Resources

Proposed Budget Changes

2023 Mid-Year

- Staffing FTE Changes:
 - Add 0.50 FTE Labor & Administrative Services Director
 - Add 1.0 FTE Assistant Human Resources Director
 - Reduce budget by 0.50 FTE Environmental Health and Safety Manager and reclass
 - Reduce budget by 1.0 FTE Human Resources Business Analyst

Budget Comparison	
2023 Original	\$ 2,360,741
2024 Proposed	\$ 2,535,034
\$ Change	\$ 174,293
% Change	7.4%

Regular FTEs	
2023 Original	15.50
2024 Proposed	14.50
Change	(1.00)



007 – Human Resources

Proposed Budget Changes

2023 Mid-Year (cont.)

- Reclass positions to reflect work assignments

New for 2024

- Reduce budget by 1.0 FTE Equity Manager. Consolidate program responsibilities to Communications and Engagement department

Budget Comparison	
2023 Original	\$ 2,360,741
2024 Proposed	\$ 2,535,034
\$ Change	\$ 174,293
% Change	7.4%

Regular FTEs	
2023 Original	15.50
2024 Proposed	14.50
Change	(1.00)



009 – Non-Departmental

Proposed Budget Changes

New for 2024

- Increase jail fees
- Increase self-insurance contributions (premiums, tort, workers' compensation)
- Increase Motor Vehicle Reserve contribution
- Increase Human Needs contributions
- Reduce labor contingency
- Suspend CIP 1 contributions

Budget Comparison	
2023 Original	\$ 29,147,900
2024 Proposed	\$ 23,316,879
\$ Change	\$ (5,831,021)
% Change	-20.0%



009 – Non-Departmental (continued)

Proposed Budget Changes

New for 2024

- Add Alliance for Housing Affordability dues
- Increase Facilities Maintenance Reserve contribution
- Net increase in Information Technology Reserve contribution and maintenance contracts
- Increase Telecommunications Reserve contribution
- Increase elections and voter registration costs
- Reduce funding for Senior Center management fees to align with contract

Budget Comparison	
2023 Original	\$ 29,147,900
2024 Proposed	\$ 23,316,879
\$ Change	\$ (5,831,021)
% Change	-20.0%



010 - Finance

Proposed Budget Changes

2023 Mid-Year

- Add 1.0 FTE Accounting Technician
- Reclass positions to reflect work assignments

New for 2024

- Reduce differential pay
- Reclass positions to reflect work assignments

Budget Comparison	
2023 Original	\$ 3,205,512
2024 Proposed	\$ 3,559,557
\$ Change	\$ 354,045
% Change	11.0%

Regular FTEs	
2023 Original	23.00
2024 Proposed	24.00
Change	1.00



015 – Information Technology

Proposed Budget Changes

2023 Mid-Year

- Reclass positions to reflect work assignments
- Upgrade positions to align with market rates

New for 2024

- Increase overtime
- Decrease differential pay

Budget Comparison	
2023 Original	\$ 4,017,156
2024 Proposed	\$ 4,467,936
\$ Change	\$ 450,780
% Change	11.2%

Regular FTEs	
2023 Original	24.56
2024 Proposed	24.56
Change	-

Seasonal FTEs	
2023 Original	0.50
2024 Proposed	0.50
Change	-



018 – Communications and Engagement

Proposed Budget Changes

2023 Mid-Year

- Reclass positions to reflect work assignments

New for 2024

- Staffing FTE Changes:
 - Add 0.50 FTE Multimedia Communications Coordinator
 - Add 0.80 FTE Communications & Marketing Manager
 - Reduce budget by 1.0 FTE Engagement Director

Budget Comparison	
2023 Original	\$ 816,737
2024 Proposed	\$ 965,502
\$ Change	\$ 148,765
% Change	18.2%

Regular FTEs	
2023 Original	4.90
2024 Proposed	5.20
Change	0.30
Seasonal FTEs	
2023 Original	-
2024 Proposed	0.15
Change	0.15



018 – Communications and Engagement

Proposed Budget Changes

New for 2024 (cont.)

- Add seasonal labor
- Increase M&O

Budget Comparison	
2023 Original	\$ 816,737
2024 Proposed	\$ 965,502
\$ Change	\$ 148,765
% Change	18.2%

Regular FTEs	
2023 Original	4.90
2024 Proposed	5.20
Change	0.30

Seasonal FTEs	
2023 Original	-
2024 Proposed	0.15
Change	0.15



021 – Community, Planning, and Economic Development

Proposed Budget Changes

Community Development:

2023 Mid-Year

- Staffing FTE Changes:
 - Add 2.0 FTE Community Support Specialist/Social Workers – Fire
 - Add 1.0 FTE Community Support Specialist/Social Worker – Library
 - Add 1.0 FTE Community Outreach Specialist – Library
 - Add 1.0 FTE Administrative Assistant

Budget Comparison	
2023 Original	\$ 3,818,333
2024 Proposed	\$ 5,107,571
\$ Change	\$ 1,289,238
% Change	33.8%

Regular FTEs	
2023 Original	24.55
2024 Proposed	32.10
Change	7.55



021 – Community, Planning, and Economic Development (continued)

Proposed Budget Changes

Community Development (cont.):

New for 2024

- Staffing FTE Changes:
 - Transfer in 0.35 FTE Community Development Manager from Community Development Block Grant (CDBG) Fund 198
 - Transfer out 0.30 FTE Community Development Specialist to CDBG Fund 198
 - Transfer out 0.05 FTE Administrative Coordinator to CDBG Fund 198

Budget Comparison	
2023 Original	\$ 3,818,333
2024 Proposed	\$ 5,107,571
\$ Change	\$ 1,289,238
% Change	33.8%

Regular FTEs	
2023 Original	24.55
2024 Proposed	32.10
Change	7.55



021 – Community, Planning, and Economic Development (continued)

Proposed Budget Changes

Planning:

2023 Mid-Year

- Add 1.0 FTE Planning & Community Engagement Coordinator

New for 2024

- Add 1.0 FTE Assistant Planner
- Add 0.50 FTE Administrative Assistant
- Add startup costs for new positions

Budget Comparison	
2023 Original	\$ 3,818,333
2024 Proposed	\$ 5,107,571
\$ Change	\$ 1,289,238
% Change	33.8%

Regular FTEs	
2023 Original	24.55
2024 Proposed	32.10
Change	7.55



021 – Community, Planning, and Economic Development (continued)

Proposed Budget Changes

Economic Development:

New for 2024

- Increase Communications and Marketing Manager from 0.80 to 0.85 FTE
- Reduce M&O

Budget Comparison	
2023 Original	\$ 3,818,333
2024 Proposed	\$ 5,107,571
\$ Change	\$ 1,289,238
% Change	33.8%

Regular FTEs	
2023 Original	24.55
2024 Proposed	32.10
Change	7.55



024 – Engineering and Public Services

Proposed Budget Changes

2023 Mid-Year

- Reclass positions to reflect work assignments
- Upgrade positions to align with market rates

New for 2024

- Staffing FTE Changes:
 - Add 1.0 FTE Permit Support Assistant and reduce seasonal budget by 1.0 FTE
 - Add 1.0 FTE Permit Technician Supervisor and reduce budget by 1.0 Permit Technician
 - Add 0.50 FTE Traffic Operations Supervisor

Budget Comparison	
2023 Original	\$ 8,437,751
2024 Proposed	\$ 9,353,123
\$ Change	\$ 915,372
% Change	10.8%

Regular FTEs	
2023 Original	53.25
2024 Proposed	54.75
Change	1.50
Seasonal FTEs	
2023 Original	2.50
2024 Proposed	1.50
Change	(1.00)



024 – Engineering and Public Services (continued)

Proposed Budget Changes

New for 2024

- Increase overtime
- Increase M&O

Budget Comparison	
2023 Original	\$ 8,437,751
2024 Proposed	\$ 9,353,123
\$ Change	\$ 915,372
% Change	10.8%

Regular FTEs	
2023 Original	53.25
2024 Proposed	54.75
Change	1.50

Seasonal FTEs	
2023 Original	2.50
2024 Proposed	1.50
Change	(1.00)



026 – Animal Services

Proposed Budget Changes

2023 Mid-Year

- Staffing FTE Changes:
 - Add 0.80 FTE Animal Services Veterinarian
 - Add 1.0 FTE Animal Shelter Volunteer & Foster Supervisor
 - Reduce budget by 1.0 FTE Animal Control Officer
- Reclass position to reflect work assignments

New for 2024

- Increase overtime
- Increase seasonal FTE by 0.76

Budget Comparison	
2023 Original	\$ 1,989,767
2024 Proposed	\$ 2,356,609
\$ Change	\$ 366,842
% Change	18.4%

Regular FTEs	
2023 Original	16.20
2024 Proposed	17.00
Change	0.80

Seasonal FTEs	
2023 Original	3.24
2024 Proposed	4.00
Change	0.76



030 – Emergency Management

Proposed Budget Changes

2023 Mid-Year

- Staffing FTE Changes:
 - Add 1.0 FTE Emergency Management Director
 - Transfer in 1.0 FTE Administrative Coordinator from Fire department

New for 2024

- Add M&O

Budget Comparison	
2023 Original	\$ -
2024 Proposed	\$ 387,819
\$ Change	\$ 387,819
% Change	-

Regular FTEs	
2023 Original	-
2024 Proposed	2.00
Change	2.00



031 - Police

Proposed Budget Changes

2023 Mid-Year

- Staffing FTE Changes:
 - Add 8.0 FTE Police Officers
 - Add 1.0 FTE Police Lieutenant
 - Add 1.0 FTE Police Public Disclosure Specialist
 - Add 1.0 FTE Wellness Coordinator
- Reclass positions to reflect work assignments

Budget Comparison	
2023 Original	\$ 42,865,667
2024 Proposed	\$ 50,840,536
\$ Change	\$ 7,974,869
% Change	18.6%

Regular FTEs	
2023 Original	252.00
2024 Proposed	263.00
Change	11.00



031 – Police (continued)

Proposed Budget Changes

New for 2024

- Increase:
 - overtime
 - other pay
 - uniform budget
- Decrease differential pay
- Add 2024-25 Lateral Incentive Program

Budget Comparison	
2023 Original	\$ 42,865,667
2024 Proposed	\$ 50,840,536
\$ Change	\$ 7,974,869
% Change	18.6%

Regular FTEs	
2023 Original	252.00
2024 Proposed	263.00
Change	11.00



032 – Fire

Proposed Budget Changes

2023 Mid-Year

- Staffing FTE Changes:
 - Reduce budget by 1.0 FTE Fire Division Chief – transfer FTE to new Emergency Management department
 - Transfer out 1.0 FTE Administrative Coordinator to Emergency Management department
 - Reclass positions to reflect work assignments

Budget Comparison	
2023 Original	\$ 24,265,010
2024 Proposed	\$ 26,678,875
\$ Change	\$ 2,413,865
% Change	9.9%

Regular FTEs	
2023 Original	124.90
2024 Proposed	123.20
Change	(1.70)



032 – Fire (continued)

Proposed Budget Changes

New for 2024

- Transfer in 0.30 FTE Assistant Fire Chief from Emergency Medical Services Fund 153
- Increase:
 - overtime
 - differential pay
 - other pay
- Decrease uniform budget

Budget Comparison	
2023 Original	\$ 24,265,010
2024 Proposed	\$ 26,678,875
\$ Change	\$ 2,413,865
% Change	9.9%

Regular FTEs	
2023 Original	124.90
2024 Proposed	123.20
Change	(1.70)



038 – Facilities and Property Management

Proposed Budget Changes

2023 Mid-Year

- Reclass positions to reflect work assignments
- Upgrade positions to align with market rates

New for 2024

- Transfer in 0.05 FTE Assistant Parks & Recreation Director from Motor Vehicles Fund 501
- Increase differential pay
- Increase M&O

Budget Comparison	
2023 Original	\$ 4,187,198
2024 Proposed	\$ 4,621,237
\$ Change	\$ 434,039
% Change	10.4%

Regular FTEs	
2023 Original	30.45
2024 Proposed	30.50
Change	0.05



101 – Parks and Community Services

Proposed Budget Changes

2023 Mid-Year

- Reclass position to reflect work assignments
- Upgrade position to align with market rates

New for 2024

- Staffing FTE Changes:
 - Transfer in 0.05 FTE Assistant Parks & Recreation Director from Municipal Arts Fund 112
 - Transfer out 0.05 FTE Parks & Recreation Director to Motor Vehicles Fund 501
- Increase overtime and differential pay

Budget Comparison	
2023 Original	\$ 6,940,795
2024 Proposed	\$ 7,719,214
\$ Change	\$ 778,419
% Change	11.2%

Regular FTEs	
2023 Original	41.20
2024 Proposed	41.20
Change	-
Seasonal FTEs	
2023 Original	10.98
2024 Proposed	10.98
Change	-



110 - Library

Proposed Budget Changes

New for 2024

- Add 0.10 FTE Circulation Assistant II
- Increase Circulation Assistant I/Shelver (Day Laborer) by 0.38 FTE
- Decrease overtime
- Increase M&O

Budget Comparison	
2023 Original	\$ 5,037,224
2024 Proposed	\$ 5,763,267
\$ Change	\$ 726,043
% Change	14.4%

Regular FTEs	
2023 Original	34.90
2024 Proposed	35.00
Change	0.10

Day Laborer FTEs	
2023 Original	3.00
2024 Proposed	3.38
Change	0.38



112 – Municipal Arts

2024 Proposed Budget Changes

2023 Mid-Year

- Reclass position to reflect work assignments

New for 2024

- Staffing FTE Changes:
 - Increase Project Coordinator from 0.60 to 1.0 FTE
 - Transfer out 0.05 FTE Assistant Parks & Recreation Director to Parks and Community Services
- Increase M&O

Budget Comparison	
2023 Original	\$ 640,808
2024 Proposed	\$ 729,727
\$ Change	\$ 88,919
% Change	13.9%

Regular FTEs	
2023 Original	1.35
2024 Proposed	1.70
Change	0.35



114 – Conference Center

Proposed Budget Changes

New for 2024

- Reduce debt service budget to match amortization schedule

Budget Comparison	
2023 Original	\$ 1,515,849
2024 Proposed	\$ 941,474
\$ Change	\$ (574,375)
% Change	-37.9%



120 – Streets

Proposed Budget Changes

2023 Mid-Year

- Reclass position to reflect work assignments
- Upgrade position to align with market rates

New for 2024

- Increase overtime
- Increase M&O

Budget Comparison	
2023 Original	\$ 3,090,811
2024 Proposed	\$ 3,420,598
\$ Change	\$ 329,787
% Change	10.7%

Regular FTEs	
2023 Original	25.55
2024 Proposed	25.55
Change	-



126 – Motor Vehicle and Equipment Replacement

2024 Proposed Budget Changes

Police	\$	1,335,000
Emergency Services		47,000
Streets		642,000
Parks		440,000
Engineering		405,000
Facilities		180,000
Contingency		250,000
Total	\$	3,299,000

Budget Comparison	
2023 Original	\$ 3,596,342
2024 Proposed	\$ 3,299,000
\$ Change	\$ (297,342)
% Change	-8.3%

138 – Lodging Tax

2024 Proposed Budget Changes

Grant Recipients	\$	560,000
Tourism Promotion		175,000
Tourism Program		175,000
Events Center		100,000
<hr/>		
Total	\$	1,010,000

Budget Comparison	
2023 Original	\$ 795,000
2024 Proposed	\$ 1,010,000
\$ Change	\$ 215,000
% Change	27.0%



145 – Real Property Acquisition Reserve

2024 Proposed Budget Changes

- Increase M&O

Street and Alley Vacation Project Planning

- 18th St. pedestrian improvements
- Sievers Duecy Blvd. pedestrian crossing
- East Marine View Dr./Summit Ave. pedestrian crossing
- East Marine View Dr./10th St. pedestrian crossing
- 79th Pl. crosswalk enhancements (Evergreen Middle School)

Budget Comparison	
2023 Original	\$ 180,850
2024 Proposed	\$ 187,500
\$ Change	\$ 6,650
% Change	3.7%



153 – Emergency Medical Services

Proposed Budget Changes

2023 Mid-Year

- Reclass positions to reflect work assignments

New for 2024

- Transfer out 0.30 FTE Assistant Fire Chief to Fire department
- Increase:
 - overtime
 - differential pay
 - other pay
 - uniform budget

Budget Comparison	
2023 Original	\$ 18,639,716
2024 Proposed	\$ 19,826,040
\$ Change	\$ 1,186,324
% Change	6.4%

Regular FTEs	
2023 Original	75.10
2024 Proposed	74.80
Change	(0.30)



198 – Community Development Block Grants

Proposed Budget Changes

New for 2024

- Staffing FTE Changes:
 - Transfer in 0.30 FTE Community Development Specialist from CPED
 - Transfer in 0.05 FTE Administrative Coordinator from CPED
 - Transfer out 0.35 FTE Community Development Manager to CPED

Budget Comparison	
2023 Original	\$ 618,562
2024 Proposed	\$ 655,233
\$ Change	\$ 36,671
% Change	5.9%

Regular FTEs	
2023 Original	1.05
2024 Proposed	1.05
Change	-

401 – Water and Sewer Utility

Proposed Budget Changes

2023 Mid-Year

- Transfer out 0.50 FTE Environmental Health & Safety Manager to Human Resources department
- Reclass positions to reflect work assignments
- Upgrade position to align with market rates

New for 2024

- No planned water and sewer revenue bond issuance in 2024 for utility capital program

Budget Comparison	
2023 Original	\$ 233,753,102
2024 Proposed	\$ 117,348,625
\$ Change	\$ (116,404,477)
% Change	-49.8%

Regular FTEs	
2023 Original	234.20
2024 Proposed	243.20
Change	9.00

Seasonal FTEs	
2023 Original	9.00
2024 Proposed	7.50
Change	(1.50)



401 – Water and Sewer Utility (continued)

Proposed Budget Changes

New for 2024 (cont.)

- Staffing FTE Changes:
 - Add 8.0 FTE Treatment Plant Operator-in-Training
 - Add 1.0 FTE Associate Engineer (PE)
 - Add 0.50 FTE Utility Maintenance Technician I and reclass
 - Reduce seasonal budgeted FTE by 1.50
- Increase:
 - overtime and differential pay
 - uniform budget

Budget Comparison	
2023 Original	\$ 233,753,102
2024 Proposed	\$ 117,348,625
\$ Change	\$ (116,404,477)
% Change	-49.8%

Regular FTEs	
2023 Original	234.20
2024 Proposed	243.20
Change	9.00
Seasonal FTEs	
2023 Original	9.00
2024 Proposed	7.50
Change	(1.50)



402 – Solid Waste Utility

Proposed Budget Changes

2023 Mid-Year

- Reclass positions to reflect work assignments

New for 2024

- Reduce seasonal pay

Budget Comparison	
2023 Original	\$ 2,273,041
2024 Proposed	\$ 3,380,935
\$ Change	\$ 1,107,894
% Change	48.7%

Regular FTEs	
2023 Original	0.60
2024 Proposed	0.60
Change	-

Seasonal FTEs	
2023 Original	0.50
2024 Proposed	0.50
Change	-



425 – Everett Transit

Proposed Budget Changes

2023 Mid-Year

- Staffing FTE Changes:
 - Add 6.0 FTE Bus Operators
 - Add 3.0 FTE Security Officers
 - Add 1.0 FTE Transit Operations Supervisor
 - Add 1.0 FTE Transportation Maintenance Technician
 - Add 1.0 FTE Transportation Services Customer Service Technician
 - Increase Marketing and Design Specialist from 0.88 to 0.90 FTE

Budget Comparison	
2023 Original	\$ 46,856,588
2024 Proposed	\$ 37,514,405
\$ Change	\$ (9,342,183)
% Change	-19.9%

Regular FTEs	
2023 Original	145.98
2024 Proposed	161.00
Change	15.02



425 – Everett Transit (continued)

Proposed Budget Changes

2023 Mid-Year (cont.)

- Reclass positions to reflect work assignments

New for 2024

- Staffing FTE Changes:
 - Add 2.0 FTE Bus Operators
 - Add 1.0 FTE Vehicle Electronics Technician
- Increase:
 - overtime and differential pay
 - uniform budget
- Reduce capital outlay

Budget Comparison	
2023 Original	\$ 46,856,588
2024 Proposed	\$ 37,514,405
\$ Change	\$ (9,342,183)
% Change	-19.9%

Regular FTEs	
2023 Original	145.98
2024 Proposed	161.00
Change	15.02



440 – Golf

Proposed Budget Changes

New for 2024

- Increase:
 - overtime
 - seasonal pay

Budget Comparison	
2023 Original	\$ 4,890,344
2024 Proposed	\$ 5,623,781
\$ Change	\$ 733,437
% Change	15.0%

Regular FTEs	
2023 Original	8.20
2024 Proposed	8.20
Change	-

Seasonal FTEs	
2023 Original	7.00
2024 Proposed	7.00
Change	-



501 – Motor Vehicles

Proposed Budget Changes

New for 2024

- Staffing FTE Changes:
 - Transfer out 0.05 FTE Assistant Parks & Recreation Director to Facilities and Property Management
 - Transfer in 0.05 FTE Parks & Recreation Director from Parks and Community Services
- Increase overtime & decrease differential pay
- Increase seasonal pay
- Decrease uniform budget

Budget Comparison	
2023 Original	\$ 8,672,332
2024 Proposed	\$ 9,174,392
\$ Change	\$ 502,060
% Change	5.8%

Regular FTEs	
2023 Original	22.10
2024 Proposed	22.10
Change	-

Seasonal FTEs	
2023 Original	0.50
2024 Proposed	0.50
Change	-



Questions

