



Everett City Council Preliminary Agenda
6:30 p.m., Wednesday, December 20, 2023
City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: December 13, 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 \$2,115,951.73 For The Period Ending December 2, 2023 Through December 8, 2023.

Documents:

[RES CLAIMS PAYABLE DEC 2, 2023 - DEC 8, 2023.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,321,062.63 For The Period Ending December 2, 2023.

Documents:

[2023 RESOLUTION FOR PAYROLL PAY PERIOD 25 .PDF](#)

(3) Authorize The Mayor To Sign Amendment No. 2 To The Professional Services Agreement With BHC Consultants To Extend The Contract Term Through 12/31/2024 For Services During Construction.

Documents:

[BHC CONSULTANTS-WPCF FILTER BAR SCREEN UPGRADE-AMEND 2.PDF](#)

(4) Authorize The Mayor To Sign Amendment No. 2 To The Professional Services Agreement (PSA) With DKS Associates.

Documents:

[DKS ASSOC-TRAFFIC SIGNAL MODIFICATION EVERGREEN_79TH-AMEND
NO. 2.PDF](#)

(5) Authorize Mayor To Execute The Lease Agreement With Senator Patty Murray At Everett Municipal Building.

Documents:

[EMB - MURRAY LEASE 2023.PDF](#)

(6) Authorize The Mayor To Sign The Professional Services Agreement Between The City Of Everett And Floyd|Snider, SPC, For Consent Decree/Environmental Compliance Support Services For The Everett Landfill/Riverfront Development Site.

Documents:

[FLOYD SNIDER-EVT LANDFILL RIVERFRONT-PSA.PDF](#)

(7) Award And Authorize Approximately \$730,303.81 For Years 2024, 2025, And 2026 To Be Spent With SHI International Corp From WA DES #05116/COE #2021-047 For Microsoft Software Licensing.

Documents:

[MICROSOFT EA RENEWAL 2024-2026.PDF](#)

(8) Authorize The Mayor To Sign The Authorized Fleet Customer Agreement With Hammer Head Armor.

Documents:

[POLICE BUMPER PURCHASE AGREEMENT.PDF](#)

(9) Authorize The Mayor To Sign Lease Amendment With SNO COUNTY 911 At The South Precinct In Substantially The Form Provided.

Documents:

[SNO911 LEASE AMENDMENT 4 2023.PDF](#)

(10) Authorize The Mayor To Sign The Client Services Contract With Everett Community College And The Washington State Firefighters Joint-Apprenticeship Training Committee.

Documents:

[CLIENT SERVICES CONTRACT WITH EVCC AND JATC.PDF](#)

ACTION ITEMS:

(11) CB 2311-63 – 3rd & Final Reading – Adopt An Ordinance Closing A Special Improvement Project Entitled “17th Street Interceptor Upgrades” Fund 336, Program 020, As Established By Ordinance No. 3806-21.

Documents:

[CB 2311-63.PDF](#)

(12) CB 2311-64 – 3rd & Final Reading - Adopt An Ordinance Amending EMC 10.02.265, 10.18.025, 10.23.050, And 10.78.110 And Creating New Sections Of EMC 10.16 And EMC 10.78.

Documents:

[CB 2311-64.PDF](#)

(13) CB 2311-65 – 3rd & Final Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Grand Avenue Utilities Replacement" Fund 336, Program 014, As Established By Ordinance No. 3762-20.

Documents:

[CB 2311-65.PDF](#)

(14) CB 2311-66 – 3rd & Final Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Lift Station #15 And Shore Avenue Forcemain" Fund 336, Program 005, As Established By Ordinance No. 3725-20.

Documents:

[CB 2311-66.PDF](#)

(15) CB 2311-67 – 3rd & Final Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Maple Heights Bridge Seismic Retrofit" Fund 303, Program 113, As Established By Ordinance No. 3603-18.

Documents:

[CB 2311-67.PDF](#)

(16) CB 2311-68 – 3rd & Final Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "Reservoir No. 2 Replacement" Fund 336, Program 017, As Established By Ordinance No. 3792-20.

Documents:

[CB 2311-68.PDF](#)

(17) CB 2311-69 – 3rd & Final Reading - Adopt An Ordinance Closing A Special Improvement Project Entitled "SEI To SRI Intertie And SRO8 Rehabilitation" Fund 336, Program 010, As Established By Ordinance No. 3735-20.

Documents:

[CB 2311-69.PDF](#)

(18) CB 2311-70 – 3rd & Final Reading - Adopt An Ordinance Relating To Public Health And Safety Creating A Sentence Enhancement Ordinance Applicable At The Prosecutor's Option For Certain Qualifying Crimes When Necessary Preconditions Have Been Met.

Documents:

[CB 2311-70.PDF](#)

(19) CB 2311-71 – 3rd & Final Reading - Adopt An Ordinance Closing A Special

Improvement Project Entitled "Water Main Replacement "W"" Fund 336, Program 023, As Established By Ordinance No. 3813-21.

Documents:

[CB 2311-71.PDF](#)

(20) CB 2312-75 – 3rd & Final Reading – Adopt An Ordinance Creating A Special Improvement Project Entitled "Lift Station #15" Fund 336, Program 041.

Documents:

[CB 2312-75.PDF](#)

(21) CB 2312-76 – 3rd & Final Reading - Adopt An Ordinance Relating To Business And Occupation Tax, Adopting The New Revision To The B&O Tax Model Ordinance To Incorporate SB 5199 Changes To 35.102.150.

Documents:

[CB 2312-76.PDF](#)

(22) Adopt Resolution Concerning 2024 Lodging Tax Expenditures.

Documents:

[2024 LTAC FUNDING RESOLUTION.PDF](#)

(23) Adopt Resolution Asking The Mayor To Form A Stadium Fiscal Advisory Committee.

Documents:

[BASEBALL STADIUM COMMITTEE RESOLUTION.PDF](#)

PUBLIC HEARING:

(24) CB 2312-74 - Hold A Public Hearing On Emergency Ordinance 3982-23, Passed On December 6, 2023, Adopting An Interim Official Control Allowing Temporary Uses Under EMC 19.05.068 To Be Renewed.

Documents:

[CB 2312-74.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 December 02, and checks issued December 08, 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	11,932.41	5,894.14
003	Legal	86,209.07	22,945.94
004	Administration	41,332.54	8,812.69
005	Municipal Court	66,167.50	22,571.80
007	Personnel	89,184.60	21,033.12
010	Finance	92,391.57	29,799.22
015	Information Technology	116,796.97	37,010.31
018	Communications and Marketing	19,549.78	6,606.96
021	Planning & Community Dev	108,434.79	30,940.92
024	Public Works	191,322.15	63,992.00
026	Animal Shelter	57,080.63	21,538.95
030	Emergency Management	9,713.62	3,126.70
031	Police	1,262,005.36	285,140.48
032	Fire	813,801.26	177,185.43
038	Facilities/Maintenance	102,291.15	38,209.02
101	Parks & Recreation	145,306.98	54,856.87
110	Library	116,073.13	39,643.01
112	Community Theatre	7,456.24	2,267.71
120	Street	71,519.49	25,331.06
153	Emergency Medical Services	420,251.02	86,487.97
197	CHIP	11,245.92	3,466.39
198	Community Dev Block	8,586.98	2,498.58
401	Utilities	858,308.58	311,654.83
425	Transit	497,632.22	182,703.94
440	Golf	33,362.51	11,058.30
501	Equip Rental	83,106.16	30,536.02
		<u>\$5,321,062.63</u>	<u>\$1,525,312.36</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2023.

Council President

Project title: Amendment No. 2 to the Professional Services Agreement with BHC Consultants to extend the contract term through 12/31/2024 for engineering services during construction.

Council Bill # *interoffice use*

Agenda dates requested:
12/20/2023

Briefing
Proposed action
Consent ☒ X
Action
Ordinance
Public hearing
Yes ☒ x No

Budget amendment:
Yes ☒ x No

PowerPoint presentation:
Yes ☒ x No

Attachments:
Professional Services
Agreement Amendment

Department(s) involved:
Public Works, Legal

Contact person:
Souheil Nasr

Phone number:
425.257.7210

Email:
snasr@everettwa.gov

Initialed by:
RLS
Department head

Administration

Council President

Consideration: Amendment #2 to Professional Services Agreement

Project: WPCF TFI Bar Screen Upgrades

Partner/Supplier: BHC Consultants

Location: Water Pollution Control Facility

Preceding action: Contract Amendment for Design and Construction Services

Fund: 336 – Water & Sewer System Improvements Fund

Fiscal summary statement:

No fiscal impact. Total contract amount unchanged.

Project summary statement:

Public Works seeks to amend a Professional Services Agreement with BHC Consultants for the WPCF TFI Bar Screen Upgrades project. The original PSA was approved on [January 5, 2022](#) and amended on [August 10, 2022](#) to include full project design, permitting assistance, and engineering services during construction. Construction of the project will be extending into the spring of 2024.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 2 to the Professional Services Agreement with BHC Consultants to extend the contract term through 12/31/2024 for services during construction.



**AMENDMENT NO. 2
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") 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 the Service Provider below ("***Service Provider***"). The City and Service Provider are parties to the Professional Services Agreement described below, as may be previously amended ("***Agreement***"). 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 to amend the Agreement as set forth below:

Service Provider	BHC Consultants
City Project Manager	John Nottingham, PE
	jnottingham@everettwa.gov
Original Agreement Date	1/18/2022

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2024 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	Enter amount, if applicable
	Compensation Added (or Subtracted) by this Amendment	Enter amount, if applicable
	Maximum Compensation Amount After this Amendment	Enter amount, if applicable

Changes to Scope of Work	Scope of Work is not changed by this Amendment Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.
Other Amendments	Enter other changes to the Agreement, if any.
Standard Amendment Provisions	Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date.
	This Amendment 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 Amendment will be deemed an original signature and will be fully enforceable as an original signature.
	All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and Service Provider have executed this Amendment.

**CITY OF EVERETT
WASHINGTON**

BHC CONSULTANTS

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Cameron Ochiltree, PE

Signer's Email Address:

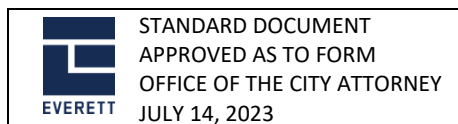
Cameron.ochiltree@bhccconsultants.com

Date

Title of Signer: Executive Vice President

ATTEST

Office of the City Clerk



Project title: Amendment No. 2 to the Professional Services Agreement (PSA) with DKS Associates.

Council Bill #

Project: Traffic signal modifications at Evergreen Way and 79th Place SE

Partner/Supplier: DKS Associates

Location: Evergreen Way and 79th Place SE

Preceding action: Amendment No. 1, [3/22/23](#)

Fund: 119 – Street Improvements

Agenda dates requested:

December 20, 2023

Briefing

Proposed action

Consent ☒

Action

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Proposed Amendment

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

thood@everettwa.gov

Fiscal summary statement:

This amendment extends the date of completion from December 31, 2023, to December 31, 2025, with no additional cost.

Project summary statement:

This project is to provide for the design of traffic signal improvements and ADA upgrades to the intersection of Evergreen Way and 9th Place SE. Design services will include civil and intersection layout with traffic signal upgrades and reconstruction of curb returns to provide ADA-accessible facilities consistent with current ADA standards.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 2 to the Professional Services Agreement (PSA) with DKS Associates.

Initialed by:

RLS

Department head

Administration

Council President



**AMENDMENT NO. 2
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") 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 the Service Provider below ("***Service Provider***"). The City and Service Provider are parties to the Professional Services Agreement described below, as may be previously amended ("***Agreement***"). 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 to amend the Agreement as set forth below:

Service Provider	DKS Associates, Richard Hutchinson, Vice President
City Project Manager	Corey Hert
	chert@everettwa.gov
Original Agreement Date	3/22/2023

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2025 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.	
	Maximum Compensation Amount Prior to this Amendment	Enter amount, if applicable
	Compensation Added (or Subtracted) by this Amendment	Enter amount, if applicable
	Maximum Compensation Amount After this Amendment	Enter amount, if applicable

Changes to Scope of Work	<div>Click for Dropdown Menu I</div> <div>Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.</div>
Other Amendments	<div>Enter other changes to the Agreement, if any.</div>
Standard Amendment Provisions	<p>Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date.</p>
	<p>This Amendment 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 Amendment will be deemed an original signature and will be fully enforceable as an original signature.</p>
	<p>All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.</p>

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and Service Provider have executed this Amendment.

**CITY OF EVERETT
WASHINGTON**

Enter Service Provider name – must match name above

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Richard Hutchinson

Signer's Email Address:

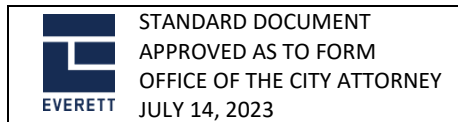
Richard.Hutchinson@dksassociates.com

Date

Title of Signer: Vice President

ATTEST

Office of the City Clerk



Project title: Lease agreement with Senator Patty Murray at Everett Municipal Building

Council Bill # *interoffice use*

Agenda dates requested:

12/20/2023

Briefing

Proposed action

Consent 12/20/2023

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Lease Agreement

Department(s) involved:

Real Property

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Lease agreement with Senator Patty Murray

Partner/Supplier: Senator Patty Murray

Location: 2930 Wetmore Ave. (Everett Municipal Building)

Preceding action: Lease Agreement - May 20, 2019

Fund: 146

Fiscal summary statement:

Senator Patty Murray currently leases 220 square feet of office space on the 9th floor of the Everett Municipal Building. The proposed lease is for a renewed term of 6 years beginning January 3, 2023, to coincide with the commencement of Senator Murray's new Senate term. The proposed lease provides for an increase in monthly rent from \$555.97 to \$591.25. One parking space valued at \$55 per month is included the monthly rental rate.

Project summary statement:

Senator Patty Murray has leased office space on the 9th floor of the Everett Municipal Building since 1996. The current lease term expired on January 2, 2021 and has continued on a month to month basis. Senator Murray wishes to remain in the space and renew the lease term for 6 years beginning January 3, 2023, to coincide with the commencement of her new Senate term. The proposed lease increases monthly rent, which includes one parking space, from \$555.97 to \$591.25 to reflect current market rate.

Recommendation (exact action requested of Council):

Authorize Mayor to execute the lease agreement with Senator Patty Murray at Everett Municipal Building.



1. **THIS LEASE AGREEMENT** (this "Lease") is made by and between **CITY OF EVERETT ACCOUNTING DIVISION** (the "Landlord") and the **HONORABLE PATTY MURRAY**, (the "Tenant") in official capacity and in accordance with and subject to the statutory requirements set forth in 2 U.S.C. § 6317, relating to Home State Office Space for United States Senators. It is hereby agreed as follows, and is dated as of the date on which this Lease has been fully executed by Landlord and Tenant. Landlord and Tenant may be collectively referred to herein as the "Parties" and each may be referred to individually as a "Party."

2. **BASIC LEASE TERMS and DEFINITIONS:**

a. **PREMISES:** 220 usable square feet as shown on the location plan attached as **Exhibit A**, hereinafter referred to as the "Leased Premises."

b. **BUILDING ADDRESS:** 2930 Wetmore Avenue
Everett, WA 98201-4073.

c. **TERM:** Seventy-Two (72) full calendar months (plus any partial month from the 01/03/2023 until the first day of the next full calendar month during the Term).

d. **COMMENCEMENT DATE:** January 3, 2023

e. **EXPIRATION DATE:** January 2, 2029

f. **RENT:** Payable in level monthly installments as follows –
MONTHS: 72*

BASE RENT: \$591.25

TOTAL ANNUAL RENT THROUGH LEASE TERM: \$7,095.00 (\$32.25 per usable square foot)**

* Plus, for any partial month from the Commencement Date until the first day of the next full calendar month, a prorated monthly installment of BASE RENT for such period based on a thirty-day (30) day basis and the amount of the monthly installment specified above.

**Following end of Lease term, any holdover period will be at the BASE RENT rate.

g. **NO SEPARATE CHARGES:** The above indicated BASE RENT + amortized costs represents the full and complete monetary obligation of the Tenant for occupancy and use of the Leased Premises and Building, including, but not limited to all Common Areas and parking facilities. There shall be no separate charge and Tenant is not responsible for any other charge,

including, but not limited to operating expenses; cost of living increase; pro rata expense; escalation; taxes; permits; fees; common area maintenance, janitorial services, parking, or any other adjustment(s) during the term of this Lease. Further Tenant shall not be assessed or charged for any utilities, including, but not limited to all water, gas, electricity, heat, light, power, telephone, sewer, sprinkler services, refuse and trash collection and any other utilities and services supplied to the Leased Premises and Building, including, but not limited to all Common Areas and parking facilities, together with any taxes thereon.

h. USE OF PREMISES:

General office use and related activities.

i. PARKING:

Tenant, Tenant's employees, and guests may park in **(1) one uncovered parking space** at no additional charge in the Wall Street Parking Lot or surface parking lot adjacent to the Building on a non-exclusive and non-reserved basis. The Landlord affirms that 1 unreserved spaces will be provided and paid for at the current fair market value of each space is \$55.00 per month.. The Landlord agrees to notify the Tenant and the United States Senate Sergeant at Arms of any change in parking space assignment(s) and/or fair market value of the space(s).

j. EARLY TERMINATION:

Lease may be terminated upon sixty (60) days written notice by Tenant or the United States Senate Sergeant at Arms upon resignation, expulsion, or death of the Tenant. Lease may also be terminated by Tenant or the United States Senate Sergeant at Arms upon sixty (60) days written notice should the Building, Leased Premises, or the Common Areas providing access to the Building or Leased Premises become untenable, unsafe, or materially interferes with Tenant's full use of the Premises for the intended purpose. Lease may be terminated, by Tenant or the United States Senate Sergeant at Arms, if a force majeure event occurs, which renders the Building, Leased Premises, or the Common Areas providing access to the Leased Premises unfit for Tenant's full use and enjoyment of the Leased Premises for the intended purpose or in the case of any breach, by Landlord, of the Lease terms described in this Lease.

k. FORCE MAJEURE:

Neither Party to this Lease shall be liable for non-performance of any obligation under this Lease if such non-performance is caused by a Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including, but not limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents.

l. HOLDOVER:

Month-to-month at the per month BASE RENT rate during the term of Lease. Terminable by Landlord or Tenant with sixty (60) days written notice.

m. ADDITIONAL DEFINED TERMS:

See Rider 1 for definitions of capitalized terms

n. ADDRESSES FOR NOTICE:

LANDLORD

**ATTN: REAL PROPERTY
2930 Wetmore Avenue
Everett, WA 98201-4073
PMCKEE@EVERETTWA.GOV**

**COPY TO:
IF NECESSARY**

TENANT

**On or after commencement date:
HONORABLE PATTY MURRAY
2930 Wetmore Avenue, Suite 903,
Everett, WA 98201**

**COPY TO:
United States Senate Sergeant at Arms
Attn: State Office Liaison
Postal Square Building, 6th Floor
Washington, DC 20510-7205**

**Email Address:
StateOfficeLiaison@saa.senate.gov**

FOR PAYMENT OF RENT:

**ATTN: City of Everett
CITY CLERK
2930 Wetmore Avenue
Everett, WA 98201-4073**

**SUBMISSION OF MONTHLY RENT
INVOICES:**

**United States Senate Sergeant at Arms
Attn: State Office Liaison
Postal Square Building, 6th Floor
Washington, DC 20510-7205**

Email Address:

StateOfficeLiaison@saa.senate.gov

**o. DELIVERY
METHOD**

Landlord and Tenant agree to send official communications and notifications with regard to this Lease using electronic mail.

p. CONTENTS:

The following are attached to and made a part of this Lease:

Rider 1 – Additional Definitions

Exhibit A – Plan Showing Premises

Exhibit B – Building Rules & Regulations

Exhibit C – Cleaning Schedule

Exhibit D – Self Certification Letter

3. **PREMISES BEING LEASED:** Landlord is leasing to Tenant and Tenant is leasing from Landlord 220 usable square feet of office space located at **2930 Wetmore Avenue, Suite 903, Everett, WA 98201**. During the term of this Lease, the Landlord shall correct any latent defects. Leased Premises shall be considered in substantial completion or conformity only if the Leased Premises may be used for its intended purpose and the completion of any remaining work will not materially interfere with Tenant's full use and enjoyment of the Leased Premises. Landlord warrants that, on the commencement date, the Leased Premises; the Building; all Common Areas, including, but not limited to the lobby, elevators, and parking areas; as well as the Property will comply with all applicable laws, including those relating to disability access and hazardous materials, that Building Systems serving the Leased Premises are in good working order, and that the Building and Property is properly zoned for the intended use of the Premises.
4. **TERM OF LEASE:** Tenant shall have and hold the Leased Premises for the period beginning with the commencement date, 01/03/2023, and ending on 01/02/2029. This Lease shall not exceed the term of office which the Tenant is serving on the commencement date of this Lease. Should the Tenant be re-elected to her Senate seat after the expiration of her term of office which she was serving upon the execution of this Lease, the Tenant may holdover in the Leased Premises until such time as a new agreement has been executed. Any month-to-month holdover may be terminated by either Party by providing sixty (60) days advance written notice to the other Party. During a holdover event, the terms of the Lease shall apply, with the acknowledgment of the termination rights noted in this Section.
5. **RENT:** For the entire term of the Lease, the monthly BASE RENT of **\$591.25** shall be paid in arrears, in monthly installments of **\$591.25**, based on **220** usable square feet for an annual rent of **\$7,095.00**. The monthly BASE RENT represents the full payment of a fully serviced lease and shall include, but is not limited to payment of all applicable Federal, State and local taxes and duties, all occupancy and user permits and fees, any common area maintenance costs, all utilities, and all costs for parking as provided in Section 2(i). There will be no separate charges assessed to Tenant outside of the BASE RENT, with the exception of Space Improvements costs that are amortized and paid over the term of the Lease. **Rent shall be due on or about the last day of each month.** Rent invoices shall be sent electronically via e-mail to stateofficeliasion@saa.senate.gov with subject line containing Tenant's name as identified in Section 1 and the city and state of the Leased Premises. If the invoice cannot be sent electronically, the original invoice may be mailed to the following address: United States Sergeant at Arms, State Office Liaison, Postal Square Building 6th Floor, Washington DC 20510-7205. Upon direction from the Tenant and the United States Senate Sergeant at Arms, the Secretary of the Senate will pay the Landlord the sum due on a properly submitted invoice. Any payment made to the Landlord by the Secretary of the Senate for any period after this Lease has expired or has otherwise been terminated shall be refunded by the Landlord without formal demand. Payments for any fractions of a month shall be prorated on a thirty (30) day basis, regardless of the number of days in the month. Any month-to-month holdover tenancy, if applicable, shall be at the same BASE RENT as in effect at the expirations of this Agreement and will be paid in arrears. Landlord agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide

the Secretary of the Senate with the necessary banking information to facilitate such payments. Notwithstanding any provision in this Lease or any amendment, modification, or addition hereto, 2 U.S.C. § 6317 limits the maximum annual rate that may be paid to the Landlord for rental of the Leased Premises. As such, the maximum annual rate, including any included fees associated with physical modifications, capital improvements, operating costs, or any other fee, rent adjustment or otherwise, shall not exceed the highest rate per square foot charged Federal agencies on the first day of the lease of such office by the Administrator of General Services, based upon a 100 percent building quality rating, for office space located in the place in which the Senator's office is located, multiplied by the number of square feet contained in that office used by the Senator and her employees to perform their duties.

6. **REQUIRED FORMS:** Landlord agrees to provide the United States Senate Sergeant at Arms State Office Liaison a self-certification (**Exhibit D**) letter outlining Landlord's suitability to do business with the federal government and a current Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification", as revised December 2014. The forms shall be sent electronically via e-mail to stateofficeliasion@saa.senate.gov with the subject line containing Landlord's name as identified in Section 1 and "Certification Letter and Form W-9". If the forms cannot be sent electronically, the original forms may be mailed to the following address: United States Senate, Sergeant at Arms, State Office Liaison, Postal Square Building, 6th Floor, Washington, DC 20510 or faxed to (202) 224-4963.
7. **TENANT RELOCATION:** Landlord agrees not to relocate Tenant for the Term of this Lease, including any extension or holdover periods, except by written agreement of the Tenant to the proposed move requested by the Landlord. The Landlord will provide written notice of the proposal to the Tenant and the United States Senate Sergeant at Arms at least ninety (90) days prior to the proposed move. This notice will be accompanied by a floor plan of the proposed premises. Landlord understands that Tenant, in order to comply with the Standing Rules of the United States Senate, may not be able to accept proposed premises of greater size. Tenant retains right to refuse proposed premises with no impact to the terms of this Lease. In the event the Tenant chooses to accept Landlord's offer to relocate to the proposed premises, Landlord shall not increase the monthly rent if the offered premises is larger or greater in value in terms of usable square feet, amenities, or location. Landlord shall also reimburse the Tenant for reasonable costs involved with affecting the change in premises, including but not limited to, initial alterations (if necessary), installation of required security enhancements, moving of furniture and office equipment, new signage and an allowance for making notification to constituents, updating of web-sites/social media, and the acquisition of new stationery. The United States Senate Sergeant at Arms maintains contractual agreements with vendors providing telephone and computer wiring, moving services and security enhancements and Landlord agrees to reimburse United States Senate for costs invoiced by these vendors. The United States Senate Sergeant at Arms cannot supplement federal appropriations, consequently all costs billed to Landlord will be the vendors' original invoiced amount without increase, profit, or mark-up.
8. **QUIET ENJOYMENT:** Landlord covenants that Tenant, upon performing all of its covenants, agreements, and conditions of this Lease, shall have quiet and peaceful possession of the Leased Premise.
9. **SECURITY DEPOSIT:** No security deposit shall be required of the Tenant for this Lease or for any parking passes or other identification device. Landlord shall provide sufficient number of keys, key fobs, parking passes and/or other electronic security system passes required for entry into the Leased Premises and/or Building as requested by Tenant, and as mutually agreed to by Tenant and Landlord, at no additional cost to Tenant. The Landlord shall also provide Tenant at Landlord's sole expense any replacement keys, replacement key fobs, parking passes, or replacement of other electronic security system passes provided by the Landlord and/or property management company as requested by Tenant.
10. **UTILITIES AND SERVICES:** Landlord shall provide the following utilities and services for the use and occupancy of the Leased Premises for general office purposes at no additional cost to the Tenant: Heating, ventilation and air conditioning (HVAC); Electricity (including providing replacement/installation of lighting tubes, lamp ballasts, starters, bulbs and LED bulbs as appropriate for the Leased Premises); Water; Extermination, Janitorial Services (to include all cleaning and lavatory/washroom supplies, vacuuming, dusting, trash removal including recycling and the provisioning of all required recycling containers, and according to the specifications in **Exhibit C**; Elevator(s); The following services shall be provided on an annual basis: Extermination and Pest Control; Deep Professional Carpet Cleaning; and Window Washing; Availability of Telephone and Broadband Internet services; and other as such may be arranged for and agreed upon by Landlord and Tenant.

11. **CABLE TELEVISION:** The Landlord shall provide and continue to pay for the installation of cable television and provide monthly cable service in 0 locations within the Leased Premises, including CNN, C-SPAN I, C-SPAN II, and all local channels, but excluding internet service, which will be provided by and paid for (monthly/annually) by the United States Senate Sergeant at Arms.
12. **MAINTENANCE AND REPAIRS:** The Landlord shall maintain the Property, including the Building; Building systems, Common Areas; and all equipment; fixtures; and appurtenances, furnished by the Landlord under this Lease, are in good working order and Tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access, and other things to the Leased Premises, without reasonably preventable or recurring disruption, as is required for the Tenant's access to, occupancy, possession, use and enjoyment of the Leased Premises as provided in this Lease. Landlord shall keep the Property and Leased Premises in compliance with all applicable state and local Building, safety and fire codes. For the purpose of so maintaining the Leased Premises, the Landlord may at reasonable times enter the Leased Premises with the approval of the authorized Senate representative in charge. Upon request of the Tenant, the Landlord shall provide written documentation that Building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Landlord shall maintain the Leased Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The authorized Senate representative shall have the right, at any time after the Lease Commencement Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Landlord's compliance with this clause. Landlord agrees to provide for snow removal for parking areas, sidewalks, or other access points to the Leased Premises. Landlord shall be liable for any damage, either to persons or property, sustained by Tenant or and of his/her employees or guests, caused by Landlord's failure with respect to maintenance and repairs as described above.
13. **BUSINESS HOURS:** Normal business hours for Tenant shall be Monday through Friday, 6:00 o'clock a.m. to 6:00 o'clock p.m., unless otherwise agreed to by Landlord and Tenant.
14. **24 x 7 ACCESS TO PREMISES:** Tenant requires access to the Leased Premises twenty-four (24) hours a day, seven (7) days a week. There shall be no additional charge to Tenant for non-business hour's usage of Leased Premises.
15. **LANDLORD'S RIGHT TO ENTER LEASED PREMISES:** Landlord and its agents, servants, and employees may enter the Leased Premises at reasonable times, and at any time in an emergency, without charge, liability or abatement of any rent, to: make repairs, alterations, improvements and additions either required by this Lease or advisable to preserve the integrity, safety, and good order of part or all of the Leased Premises or Building; provide trash removal and janitorial services required by this Lease; comply with applicable laws under Section 18; to show the leased Premises to prospective lenders or purchasers and, during 120 days immediately before the Lease ends, to show prospective Tenants, accompanied by a Tenant representative, if so requested by the Tenant; and remove any alterations made by the Tenant in violation of Section 21. Notwithstanding the above, entry is conditioned upon Landlord providing the Tenant at least 24 hours advance notice, except in emergency; promptly finishing any work for which Landlord entered the Leased Premises; doing so in a manner that ensures the privacy and protection of sensitive information that is the property of the Tenant, including constituent records; and causing the least practicable interference to the Tenant's operations.
16. **EARLY TERMINATION:** Lease may be terminated upon sixty (60) days written notice by Tenant or the U.S. Sergeant at Arms upon resignation, expulsion, or death of the Tenant. Lease may also be terminated by Tenant or the United States Senate Sergeant at Arms upon sixty (60) days written notice should the Building, or Leased Premises, or the Common Areas providing access to the Leased Premises become untenable, unsafe, or materially interferes with Tenant's full use and enjoyment of the Leased Premises for the intended purpose. Further, the Lease may be terminated, by Tenant or the U.S. Sergeant at Arms, pursuant to the terms regarding a force majeure event as discussed below or in the event of a breach of the terms of the Lease.
17. **INSURANCE AND INDEMNIFICATION:** The Landlord and Tenant acknowledge that the United States Senate, as a self-insured entity of the United States Government, is subject to the Federal Tort Claims Act, 28 U.S.C. §§ 2671-2680, under which recovery may be sought through the United States Senate Sergeant at Arms for any

injury or loss arising under this Lease due to the negligent or wrongful act or omission of Tenant or any of Tenant's employees acting within an official scope and capacity. Tenant, the United States Sergeant at Arms, and their agents, employees or invitees, shall not be required to provide any certificates of insurance to Landlord. Landlord further agrees that neither the Tenant nor the United States Senate, nor any of the United States Senate's officers or employees will indemnify or hold harmless the Landlord against any liability of the Landlord to any third party claim that may arise during or as a result of the Lease or Tenant's occupancy. Landlord hereby indemnifies and agrees to defend and hold harmless the Tenant and all of its officers, agents and servants harmless from claims for personal injury, death or property damage, caused by the negligence or willful misconduct of the Landlord, its agents, employees or invitees; and from all claims, demands, fines, penalties, charges and orders, judgments and enforcement actions of any kind, and all costs and expenses incurred in connection with claims arising out of Hazardous Substances, the presence on the Property of any Hazardous Substances or any spilling, leaking, pumping or other release into the environment (collectively a "Discharge") of any Hazardous Substance from the Property in violation of any Environmental Laws, or any activity by Landlord or any predecessors in title to the Property regarding the handling, storage or disposition of Hazardous Substances at any time present on or under the Property.

18. **COMPLIANCE:** During the term, Landlord shall comply with all applicable Federal, State and local laws and regulations regarding the Building, Common Areas, Leased Premises, and the Property, including without limitation laws and regulations applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, as well as all applicable environmental laws and with the Americans with Disabilities Act of 1990 and regulations issued pursuant thereto (the "ADA"). Landlord shall comply with and perform both the Landlord's obligations, if any, as a public accommodation pursuant to Title III of the ADA and the Tenant's obligations as a public entity pursuant to Title II of the ADA for the Leased Premises and all common areas that service the Leased Premises. Landlord shall obtain all necessary permits, licenses and similar items at its own expense. Landlord certifies that the Property, including the Leased Premises, are or will be free of asbestos or non-contained asbestos on the commencement date and remain so throughout the term of the Lease. If an asbestos inspection has been conducted, Landlord shall furnish a copy to the Senate Sergeant at Arms upon request. Landlord shall certify that the Building or Premises have not been used for the storage or disposal of any toxic or hazardous substances and the Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substances from the Property. Tenant shall comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This lease shall be governed by Federal law. Tenant will comply, and will cause its employees and agents to comply, with the Building Rules to the extent that the Building Rules do not interfere, conflict or unreasonably restrict the intended use of the Leased Premises or pose a risk to personal safety.
19. **SIGNS:** The Landlord shall provide and pay for standard and suitable Building and suite signage which designates the Senator's office in accordance with Tenant's specifications. Landlord, at Tenant's request, shall include the Tenant's name in all Building directories throughout the Building at no cost to the Tenant. Changes to such directory shall be at no additional cost to the Tenant. Tenant shall maintain all signs installed by Tenant in good condition and in compliance with all applicable federal, state, and local laws and regulations and the Building Rules. Landlord agrees to permit the conspicuous posting of sign(s) in the Building and/or Leased Premises required by statute or regulation for Federal facilities, including but not limited to, notice of the provisions of 18 U.S.C. § 930 (h) concerning the possession of firearms or other dangerous weapons in Federal facilities.
20. **SECURITY:** The Landlord shall provide and pay for security in accordance with Building standards, including adequate lighting in parking areas. Landlord hereby provides authorization for Tenant to continue to provide and/or install security enhancements, and the temporary deployment of armed security guards to the Leased Premises at Tenant's sole cost and expense, but subject to Landlord's reasonable approval. Tenant shall not be required to return the Leased Premises to their original condition upon the termination or expiration of this Lease. Tenant shall be permitted to contract an armed federal security guard for the Leased Premises through the Department of Homeland Security Federal Protective Services program, on a temporary basis, if needed, at Tenant's sole cost and expense.
21. **CAPITAL IMPROVEMENTS:** Capital improvements to the Leased Premises shall be made only upon written application to and/or written approval of the Landlord, which shall not be unreasonably withheld. Any improvement, physical modification, or other alteration so requested by the Tenant or required by state or local code/law after initial occupancy shall be at Landlord's expense. All improvements shall be made in good workmanlike manner, and in accordance with all state and local Building codes and in accordance with the American with Disabilities Act of 1990.

All work performed at the request of the Tenant and the United States Senate Sergeant at Arms must be completed in accordance with Exhibits herein provided. These Space Improvements shall comply with the terms noted in Section 3 of this Lease. Any modifications to the standards and scope of work described in the Exhibits to this Lease must be pre-approved by the United States Senate Sergeant at Arms.

22. **TENANT COOPERATION WITH "GREEN INITIATIVES":** Tenant agrees to cooperate with Landlord to provide information reasonably required or requested by Landlord to be provided to a regulatory or other recognized entity for the purpose of obtaining accreditation of the Building or the Property for any so-called "green initiatives" such as LEED certification, which cooperation shall include providing electric consumption data or other relevant and non-sensitive data, as determined by the Tenant and Sergeant at Arms Liaison Office, in proper format for reporting to the U.S. Green Building Council or similar or successor authority selected by Landlord. Tenant's cooperation is conditioned upon said certification(s) not resulting in changes to the Lease or the Cleaning Schedule at **Exhibit C**.
23. **ASSIGNMENT:** In order to prevent confusion and delay in making payment, the Landlord shall not assign any claim(s) for amounts due or to become due under this Lease. However, the Landlord is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, and the Anti-Assignment Act, as amended, 41 U.S.C. 6305 (hereinafter collectively referred to as "the Act"), all amounts due or to become due under any order amounting to \$1,000 or more issued by any Government entity under this Lease. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the Tenant and the U.S. Sergeant at Arms, pursuant to the notification terms enumerated in Section 2 of this Lease. Unless otherwise stated in this Lease, payments to an assignee of any amounts due or to become due under this Lease assigned may, to the extent specified in the Act, be subject to reduction or set-off. Tenant agrees not to assign or sublet the Leased Premises during the course of the Lease.
24. **SALE OR TRANSFER OF PROPERTY OR LEASED PREMISES:** Landlord shall provide sixty (60) days' prior written notice to Tenant and the United States Senate Sergeant at Arms in the event of any sale to a third party of any part of the Property, Building, or Leased Premises, or Landlord transfers or otherwise disposes of any interest in the Property, Building, or Leased Premises, and provide documentation evidencing such sale or transfer in such notice. Notice shall be sent to the Tenant and United States Senate Sergeant at Arms at the addresses in Section 2 of the Lease. Any sale or transfer of Property, Building, or Leased Premises shall comply with the Act.
25. **BANKRUPTCY AND FORECLOSURE:** In the event that Landlord is placed in bankruptcy proceedings, whether voluntary or involuntary; receives notice that the Property, Building, or Leased Premises is to be foreclosed upon; or any other similar occurrence, the Landlord agrees to notify Tenant and the United States Senate Sergeant at Arms within thirty (30) days in writing at the addresses provided in Section 2 of this Lease.
26. **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT:** Landlord warrants that it holds such title to or other interest in the Leased Premises and other Property as is necessary to the Tenant's access to the Leased Premises and full use and enjoyment thereof in accordance with the provisions of this Lease. Tenant agrees, in consideration of the warranties and conditions set forth in this clause, that this Lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the Leased Premises, and to any renewal, modification or extension thereof. It is the intention of the Parties that this provision shall be self-operative and that no further instrument shall be required to affect the present or subsequent subordination of this Lease. Tenant agrees, however, within thirty (30) business days next following the Tenant and the United States Senate Sergeant at Arms receipt of a written demand, to execute such instruments as Landlord may reasonably request to evidence further the subordination of this Lease to any existing or future mortgage, deed of trust or other security interest pertaining to the Leased Premises, and to any water, sewer or access easement necessary or desirable to serve the Leased Premises or adjoining Property owned in whole or in part by Landlord if such easement does not interfere with the full enjoyment of any right granted the Tenant under this Lease.

No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Tenant under this Lease so long as the Tenant is not in default under this Lease. Landlord will include in any future mortgage, deed of trust or other security instrument to which this Lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Landlord warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security

instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the United States Senate Sergeant at Arms promptly upon demand.

In the event of any sale of the Leased Premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Tenant will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the Leased Premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Landlord under this Lease, so as to establish direct privity of estate and contract between Tenant and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the Lease had initially been entered into between such purchasers or transferees and the Tenant; provided, further, that the Tenant and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Lease, or other writings, as shall be necessary to document the foregoing relationship.

None of the foregoing provisions may be deemed or construed to imply a waiver of the Tenant's rights as a United States Government entity.

27. **ESTOPPEL CERTIFICATE(S):** Tenant will cooperate on Landlord's request for an estoppel certificate relating to the Leased Premises, which will not be unreasonably withheld. Landlord should request an estoppel certificate thirty (30) days prior to the date needed and send a properly completed request form to the Tenant with a copy to the United States Senate Sergeant at Arms at the addresses provided for notice in Section 2 of the Lease. The Landlord shall provide a copy of the signed estoppel certificate to the Sergeant at Arms' State Office Liaison promptly upon receipt of the certificate from the Tenant.
28. **TENANT'S PERFORMANCE:** The Tenant enters into this Lease on behalf of the United States Senate. However, neither the Senate nor its Officers assume any liability for the performance of the Lease. Payments approved by the Sergeant at Arms and disbursed by the Secretary of the Senate of amounts due the Landlord by the Tenant under the terms of this Lease are made solely on behalf of the Senator, as tenant of the Lease, in the Senator's official and representational capacity. The Landlord agrees to look solely to the Tenant for default of payment or otherwise, and such Senator, in her official capacity, assumes all liability for performance of this Lease. Landlord shall provide Tenant and the Senate Sergeant at Arms written notification of any default made by Tenant under the terms of this Lease. Prior to the Landlord taking any action against Tenant for default, Tenant shall have sixty (60) days to cure any default after receipt of written notification from Landlord; however, if such default cannot be cured within such period, Tenant shall have such reasonable period of time as needed to cure such default. Tenant shall not be subject to surcharges, charges, attorney's fees, interest, penalties or similar fees arising from Tenant's default or otherwise.
29. **CONFLICT OF INTEREST:** The Landlord certifies and warrants that the Landlord has no conflict of interest, direct or indirect, financial or otherwise, which would be applicable to the performance of the obligations covered by this Lease. If an allegation of a conflict of interest is brought to the attention of the United States Senate, the Landlord agrees to fully cooperate with any investigation of the allegation(s), and will disclose to the United States Senate any other contract(s) to which the Landlord is a party, public or private, or which the Landlord undertakes during the period of this Lease, including contracts entered into during the period of this Lease, which include duties to be fulfilled after the termination of this Lease. Landlord further certifies and warrants that this Lease is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Landlord and Tenant certify that the Parties are not relatives nor have had, or continue to have, a professional or legal relationship, except as a Landlord and Tenant. Further, Landlord certifies and warrants that Landlord is not currently suspended, debarred, or otherwise ineligible from contracting with the Government.
30. **INCORPORATION:** This Lease constitutes the entire agreement between the Parties and each Party hereto agrees and acknowledges that there are no other agreements, understandings or obligations except as those set forth herein.
31. **MODIFICATIONS:** Any changes, additions, modifications, or amendments to the Lease agreement which are inconsistent with the sections set forth herein shall have no force and effect to the extent of such inconsistency unless modified by mutual written agreement by the Parties and approved by the United States Senate Sergeant at Arms. Copies of any proposed modifications shall promptly be provided to the United States Senate Sergeant at Arms at the notice address in Section 2 of this Lease. Any changes, additions, modifications or amendments to the Lease

inconsistent with or contrary to Law or Public Policy, including but not limited to, 2 U.S.C. § 6317 (Home State office space for Senators; Lease of office space); 28 U.S.C. §§ 2671-2680 (Federal Tort Claims Act); 31 U.S. Code § 3727 (Assignment of Claims Act); 41 U.S. Code § 6305 (Anti-Assignment Act); and 31 U.S.C. §§ 1341, 1517(a) (Anti-deficiency Act), shall be null and void.

32. **TERMS SEPARATE AND INDEPENDENT:** Each covenant, agreement, obligation, term, condition, section, or other provision contained in this Lease shall be deemed and construed as a separate and independent covenant of the Party bound by, undertaking or making the same, not dependent on any other provision of this Lease unless otherwise expressly provided. All of the terms and conditions set forth in this Lease shall apply throughout the Term unless otherwise expressly set forth herein.
33. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to each and every provision of this Lease including delivery of the leased Premises.
34. **ENFORCEABILITY:** If any provisions of this Lease shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Lease, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the Parties as set forth herein. This Lease shall be construed and enforced in accordance with the laws of the state in which the Property is located.
35. **FORCE MAJEURE:** Neither Party to this Lease shall be liable for non-performance of any obligation under this Lease if such non-performance is caused by a Force Majeure event. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including, but not limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents. If the Building in which the Leased Premises are located is totally destroyed or damaged by fire, flood, natural disaster, or other casualty, this Lease shall immediately terminate. If the Building in which the Premises are located or the Common Areas providing access to the Leased Premises are only partially destroyed or damaged, so as to render the Leased Premises untenable, unsafe, or not suitable for Tenant's full use and enjoyment of the Leased Premises for the intended purpose, the Landlord shall have the option to elect to repair and restore the Leased Premises and Property or terminate the Lease. The Landlord shall be permitted a reasonable amount of time, not to exceed sixty (60) days from the event of destruction or damage, to repair or restore the Leased Premises and Property, provided that the Landlord submits to the Tenant and the United States Senate Sergeant at Arms a reasonable schedule for repair of the Leased Premises and Property within thirty (30) days of the event of destruction or damage. If the Landlord fails to timely submit a reasonable schedule for completing the work, the Tenant or the United States Senate Sergeant at Arms may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Landlord elects to repair or restore the Leased Premises and Property, but fails to repair or restore the Leased Premises and Property within sixty (60) days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Tenant or the United States Sergeant at Arms may terminate the Lease effective as of the date of the destruction or damage. During the time that the Leased Premises are unoccupied by Tenant, rent shall be abated.
36. **COMMON AREA:** Landlord grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, contractors, customers, and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas of the Building as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Building. Tenant shall not be responsible for any costs associated with the use, maintenance, or improvements of the Common Areas.
37. **CHANGED CIRCUMSTANCES:** In the event that the Landlord makes or encounters adjustments during the term of this Lease, such as, but not limited to, building hours, access policies, security enhancements, building upgrades, or infrastructure improvements, that result in or require an increased cost or "pass through" will not be charged to the Tenant.

38. **COUNTERPARTS:** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
39. **SECTION HEADINGS:** The captions and section headings in this Lease are for convenience only and do not in any way define, limit, describe or amplify the terms of this Lease.
40. **PUBLICATION:** Landlord warrants and agrees to provide Tenant and the United States Senate Sergeant at Arms with prior notice of any communication to third parties regarding Tenant's use of the Leased Premises. Landlord will provide Tenant and the United States Senate Sergeant at Arms with at least 72 hours advance notice prior to the transmittal of the communication, including the content of the communication. If Tenant or the United State Senate Sergeant at Arms notifies Landlord of any inaccuracies in content of communication regarding Tenant's use of the Leased Premises, Landlord shall immediately remedy the inaccuracies prior to publication of the communication.

Landlord and Tenant have executed this Lease on the respective date(s) set forth below.

LANDLORD:

TENANT:

CASSIE FRANKLIN
Mayor

Honorable PATTY MURRAY
United States Senator

Date

Date

ATTEST:

CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Rider 1 **ADDITIONAL DEFINITIONS**

“ADA” means the Americans With Disabilities Act of 1990 (42 U.S.C. § 1201 et seq.), as amended and supplemented from time to time.

“Affiliate” means (i) any entity controlling, controlled by, or under common control of, Tenant, (ii) any successor to Tenant by merger, consolidation or reorganization, and (iii) any purchaser of all or substantially all of the assets of Tenant as a going concern.

“Agents” of a Party means such Party’s employees, agents, representatives, contractors, licensees or invitees.

“Alteration” means any addition, alteration or improvement to the Premises or Property, as the case may be, including, without limitation, the Tenant Work.

“BASE RENT” means the amount payable by Tenant to Landlord under this Lease, not including any additional amortized costs.

“Building Rules” means the rules and regulations attached to this Lease as **Exhibit B** as they may be amended by Landlord from time to time with notice of the amendments provided to the Tenant and the United States Senate Sergeant at Arms.

“Building Systems” means any electrical, mechanical, structural, plumbing, heating, ventilating, air conditioning, sprinkler, life safety, security or other systems serving the Building.

“Common Areas” means all areas and facilities as provided by Landlord from time to time for the use or enjoyment of all Tenants in the Building or Property, including, if applicable, lobbies, hallways, restrooms, elevators, driveways, sidewalks, parking, loading and landscaped areas.

“Environmental Laws” means all present or future federal, state or local laws, ordinances, rules or regulations (including the rules and regulations of the federal Environmental Protection Agency and comparable state agency) relating to the protection of human health or the environment.

“Government” means all aspects of the federal government of the United States of America.

“Hazardous Materials” means pollutants, contaminants, toxic or hazardous wastes or other materials the removal of which is required or the use of which is regulated, restricted, or prohibited by any Environmental Law.

“Land” means the lot or plot of land on which the Building is situated or the portion thereof allocated by Landlord to the Building.

“Latent Defect” means a defect in the Premises found after the Tenant takes possession, discovered through the normal use of the Premises and not typically found through normal inspection/investigation techniques. The defect can be in either the materials and/or workmanship used in the Premises.

“Laws” means all laws, ordinances, rules, orders, regulations, guidelines and other requirements of federal, state or local governmental authorities or of any private association or contained in any restrictive covenants or other declarations or agreements, now or subsequently pertaining to the Property or the use and occupation of the Property.

“Lease Year” means the period from the Commencement Date through the succeeding 12 full calendar months (including for the first Lease Year any partial month from the Commencement Date until the first day of the first full calendar month) and each successive 12-month period thereafter during the Term.

“Maintain” means to provide such maintenance, repair and, to the extent necessary and appropriate, replacement, as may be needed to keep the subject Property in good condition and repair and, at Landlord’s election, in compliance with any current or future accreditation of the Building for any so-called “green initiatives”.

"Mortgage" means any mortgage, deed of trust or other lien or encumbrance on Landlord's interest in the Property or any portion thereof, including without limitation any ground or master Lease if Landlord's interest is or becomes a Leasehold estate.

"Mortgagee" means the holder of any Mortgage, including any ground or master lessor if Landlord's interest is or becomes a Leasehold estate.

"Usable square feet" means the amount of space the tenant occupies measured from the office side of the common corridor walls, the inside of exterior building walls, and the middle of partition walls separating the tenant's space from space occupied by other tenants. The measurement of usable square feet does not include building service areas, such as building lobby and corridors; fire control center and equipment; restrooms and janitors' closets; mechanical, electrical and communications rooms and closets; truck loading, receiving and trash; or building management and maintenance.

"Normal Business Hours" means 6:00 a.m. to 6:00 p.m., Monday through Friday; legal holidays excepted.

"Property" means the Land, the Building, the Common Areas, and all appurtenances to them.

"Transfer" means (i) any assignment, transfer, pledge or other encumbrance of all or a portion of Tenant's interest in this Lease, (ii) any sublease, license or concession of all or a portion of Tenant's interest in the Premises, or (iii) any transfer of a direct or indirect controlling interest in Tenant.

"Substantial Completion or Conformity" means the Premises may be used for its intended purpose and the completion of any remaining work will not unreasonably interfere with Tenant's enjoyment of the Premises. On the Commencement Date, the Property, Building and Premises must be in compliance with all applicable laws, regulations and local ordinances; be properly zoned according to the intended use, and Landlord must have a valid Certificate of Occupancy for the Building or Premises as required by local authorities.

EXHIBIT A (TO BE PROVIDED)

PLAN SHOWING PREMISES

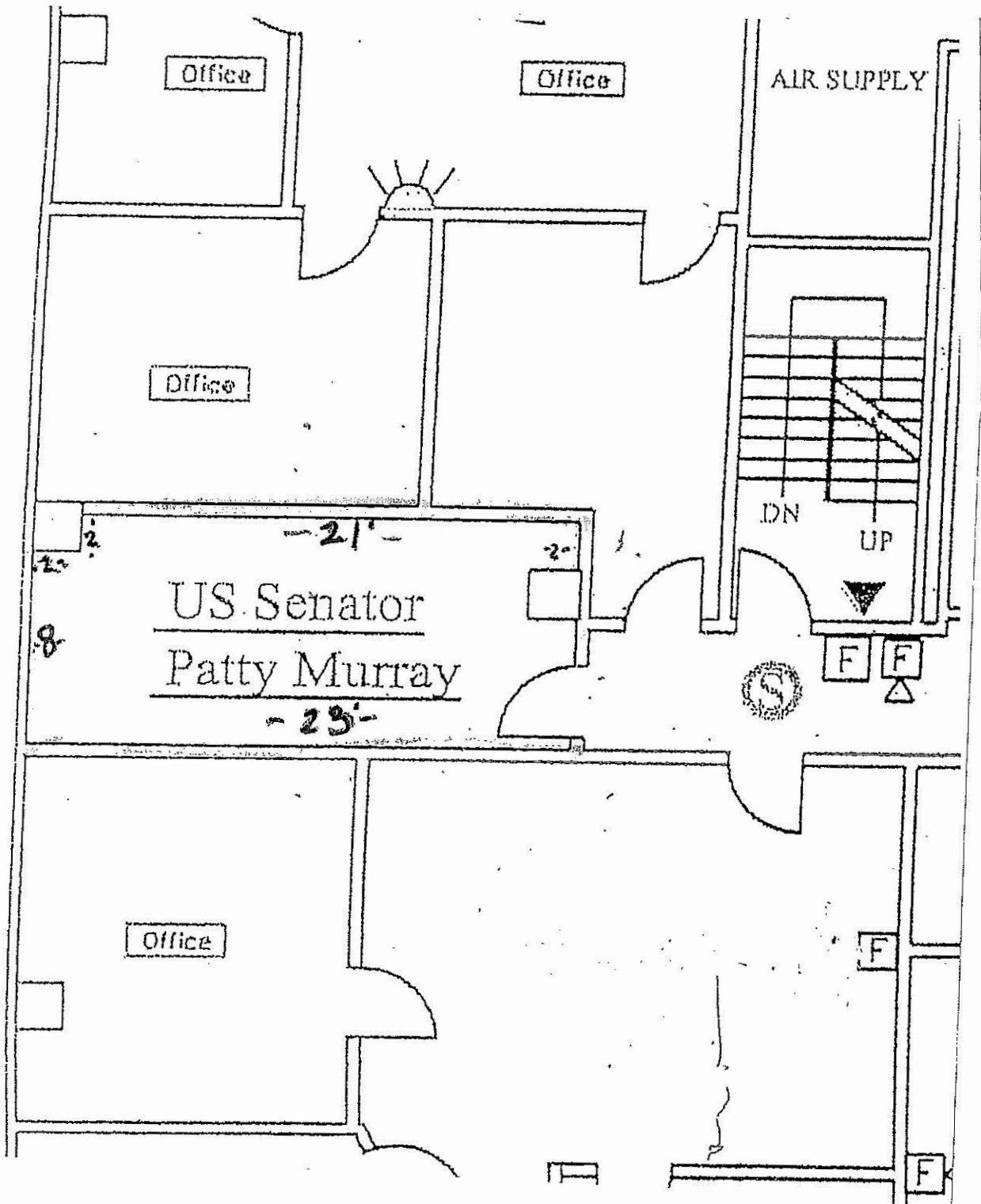


EXHIBIT B

BUILDING RULES & REGULATIONS

Building Rules & Regulations have not been provided to Senator Patty Murray or United States Senate Sergeant at Arms.

EXHIBIT C

CLEANING SCHEDULE

DAILY

1. Empty all waste baskets and receptacles. Replace soiled liners and transport to dumpster area for removal. Adhere to recycling program. Any spillage is to be cleaned immediately.
2. Empty and damp wipe all ashtrays where applicable.
3. Dust all uncluttered horizontal surfaces on the following: Desks, Credenzas, Bookcases, Chairs, File and Storage cabinets, Tables, Pictures and Frames (as needed), Counters, Ledges, Shelves, and Telephones.
4. Vacuum all carpeted traffic areas and remove minor carpet stains.
5. Sweep all resilient tile floor coverings with chemically treated dry mop.
6. Damp mop all resilient tile floor surfaces as required to remove spillage.
7. Clean, disinfect and polish all drinking fountains.
8. Remove all fingerprints, severe or light scuff marks, water marks or stains on floors, doors, walls, and ceilings.
9. Service/clean all restrooms, including the replenishment of paper products.

WEEKLY

1. Dust high partition ledges and moldings.
2. Detail vacuum all carpeted areas.
3. Spot clean doors and outlet switch plates.
4. Stiff brush or vacuum furniture (to remove lint and dirt).
5. Dust windowsills.

MONTHLY

1. Dust ceiling vents and grates as required.
2. Spray buff tile floors.
3. Dust window blinds.

SEMI-ANNUALLY

1. Clean interior window glass.
2. Clean light fixtures.

ANNUALLY

1. Strip and refinish tile floors.
2. Clean exterior window glass.
3. Provide extermination and pest control treatment.
4. Conduct deep professional carpet cleaning.

EXHIBIT D

SELF-CERTIFICATION LETTER

Debarment and Suspension Certifications

a. The Landlord certifies to the best of its knowledge and belief that:

i. the Landlord and/or any of its principals are ____ are not X [INDICATE ONE] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or instrumentality of the Senate;

ii. the Landlord and/or any of its principals have ____ have not X [INDICATE ONE], within a three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. the Landlord and/or any of its principals are ____ are not X [INDICATE ONE], currently indicted for or otherwise criminally or civilly charged by any federal, state or municipal agency with commission of any of the offenses enumerated in paragraph (a)(ii) of this provision.

iv. the Landlord and/or any of its principals has ____ has not X [INDICATE ONE] within a three (3) year period preceding this offer had one or more contracts terminated by default by any federal, state or municipal agency.

(b) For purposes of this provision, principals is defined as officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity.

(c) The Landlord shall provide immediate written notification to the Sergeant at Arms State Office Operations if, at any time prior to the lease execution, the Landlord learns that its certification was erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) above exists will not necessarily result in withholding of award. The certification will be used in connection with a determination of the Landlord's responsibility.

PAUL MCKEE, REAL PROPERTY MANAGER

Name and Title of Certifying Officer

Date

Signature

Project title: Professional Services Agreement between the City and Floyd|Snider, SPC for Consent Decree/Environmental Compliance Support services for the Everett Landfill/Riverfront Development Site

Council Bill #

Project: Everett Landfill/Riverfront Everett Development

Partner/Supplier : Floyd|Snider, SPC

Agenda dates requested:

Location: former Everett Landfill Site

December 20, 2023

Preceding action: N/A

Briefing

Fund: 402 – Solid Waste

Proposed action

Consent ☒ X

Fiscal summary statement:

Action

The scope of work covers the expected work over a five year period and is separated into two tasks totaling \$1,257,833.

Ordinance

Public hearing

Yes ☒ x No

Task 1 – Development Review Support, \$724,380. This task is for specialty review and inspection services related to the ongoing Riverfront Development project that are required by the Consent Decree. The entire cost (100%) of this task will be reimbursed to the City through permit fees paid by the developer.

Budget amendment:

Yes ☒ x No

Task 2 – Site Operations and Maintenance Support and Environmental Monitoring, \$533,453. This task will be paid out of Fund 402.

PowerPoint presentation:

Yes ☒ x No

Attachments:

PSA

The net cost to the City of \$533,453 from Fund 402 (\$106,690 per annum) is within budgeted amounts.

Department(s) involved:

Public Works, Legal

Project summary statement:

Contact person:

Jeff Marrs

This PSA with Floyd|Snider, SPC provides continued consulting services related to site development and the City's obligations under the Consent Decree between the City and Washington State Department of Ecology for the former Everett Landfill site (now Riverfront Everett). These obligations include development design and construction oversight, review, and coordination; City landfill gas and leachate control system operations and maintenance; environmental monitoring; ensuring regulatory compliance; and reporting to Ecology. Under this PSA, Floyd|Snider will provide services to advise and assist the City in fulfilling these obligations.

Phone number:

425.257.8967

Email:

SNasr@everettwa.gov

Development activities at the site are expected to be ongoing for several years, and the maximum compensation amount of this PSA reflects a conservative estimate of how quickly design and construction work could proceed.

Initialed by:

RLS

Department head

Recommendation (exact action requested of Council):

Administration

Authorize the Mayor to sign the Professional Services Agreement between the City of Everett and Floyd|Snider, SPC, for Consent Decree/Environmental Compliance Support services for the Everett Landfill/Riverfront Development Site.

Council President



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	Floyd Snider, SPC
	Two Union Square, 601 Union Street, Suite 600 Seattle, WA 98101
	Kate Snider
City Project Manager	Randy Loveless
	City of Everett – Public Works 3200 Cedar Street Everett, WA 98201
	rloveless@everettwa.gov
Brief Summary of Scope of Work	Consent Decree/Environmental compliance review at landfill site
Completion Date	December 31, 2028
Maximum Compensation Amount	\$1,257,833.00

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Allison Barga
	360-626-2007
	Allison.barga@assuredpartners.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 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**

FLOYD | SNIDER, SPC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Kate Snider

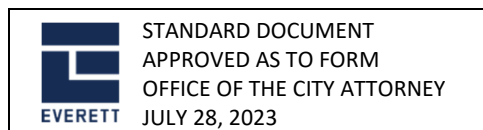
Signer's Email Address: kate.snider@floydsnider.com

Title of Signer: Principal

Date

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.071423.1)

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 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.
 - 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.** 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.
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/epls/search.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.071423.1)**

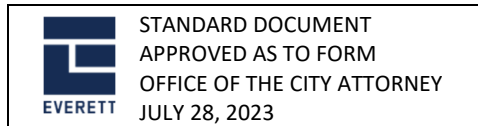


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

Exhibit A**Scope of Work—Floyd|Snider Team**

Effective Date: January 1, 2024
End Date: December 31, 2028
Client: City of Everett
Project Name: CoEV-DEVEL
Client Contact: Randy Loveless
F|S Project Manager and key team: Kathryn Snider, Jeff Gabster

OVERALL SCOPE OF SERVICES/OBJECTIVE

The Floyd|Snider team will provide engineering and environmental services to assist the City of Everett (City) with ongoing development, operation and maintenance, environmental monitoring and reporting, and related activities at the Everett Landfill Site (Site). The City's responsibilities for these activities primarily arise from the Consent Decree (CD) for the Site between the Washington State Department of Ecology (Ecology), the City, and the current owner and developer of the Site, Riverfront Commercial Investment, LLC (Riverfront). The CD includes provisions to ensure protection of human health and the environment associated with toxic contaminants and landfill gas (LFG) present at the Site, for both the current and future redeveloped Site conditions. The City's responsibilities include oversight of Riverfront's design and construction for development of the site, ongoing environmental monitoring, and other public safety considerations. Floyd|Snider's primary roles include assisting the City with maintaining compliance with the CD, as well as strategy and coordination of communications between the City, Riverfront, and Ecology.

The estimated fee for this Scope of Work, as presented in the attached fee estimate, will be invoiced based on time and materials and the total of \$1,257,833 will not be exceeded without written authorization. This fee estimate addresses the fact that there will be annual rate adjustments over the duration of this Scope of Work.

Task 1 — Development Review Support

Scope: Floyd|Snider will conduct the following review support services associated with development of the Site. For the purpose of this scope and fee estimate, it is assumed that Riverfront will submit up to 10 major permits in total for building construction and site work during the 5-year contract duration, and that these permits will require a similar level of effort for design review, CD

checklist preparation and related Ecology coordination as permit packages processed to date. This scope and fee estimate also assumes that significant progress on construction of no more than six of these permit packages will be achieved during the contract duration, and that the associated coordination and review of submittals and Requests for Information (RFIs) will be similar to or lesser than that required for construction to date. These assumptions are based on the pacing of permit submittals and construction at the Site to date and conservative assumptions about the potential for an acceleration of the development work at the site.

Separate sub-tasks will be established for work performed under each permit package for invoicing purposes. Each subtask will include the following:

- Review of permit submittals, and revised permit submittals, for projects located on the Site. This assumes 10 major permit submittals during the contract time frame.
- Develop CD checklists for each of the permit submittals. Submit checklists and communicate with the Ecology on their content and how designs presented conform with CD requirements. Meet with Ecology as necessary to facilitate the review and approval of the checklists.
- Review contractor RFIs, submittals, or other changes to approved plans or specifications. Provide support to the City for responses to Riverfront or their contractors. As necessary, document and communicate such changes with Ecology, particularly where such changes effect updates to previously submitted CD checklists or submittal of new checklists.
- Provide specialty design review and specialty on-site construction inspections and review of Construction Quality Assurance (CQA) and system commissioning reports, as requested by the City. Specialty design review will be as-needed for LFG, electrical, and geotechnical submittals, and inspections will be conducted by Floyd|Snider, BHC Consulting, or Haley & Aldrich (formerly Hart Crowser a Division of Haley & Aldrich).
- Provide support as needed for LFG monitoring, as required under the CD, when new site LFG collection system components are brought online.
- Provide project management and coordination activities associated with these tasks.

Assumptions: Riverfront's schedule for permit package submittal and construction for the coming 5 years is uncertain and subject to change. Therefore, the assumption of up to 10 permit packages is a best estimate, though it is possible that delays either in development of some of those packages or construction under them will cause the overall timeline to extend beyond end of year 2028. Conversely, it currently appears unlikely that more than 10 permit packages will be submitted during the contract period, but, depending on the scope of certain permits, particularly the area covered by subsequent site works permits, it is possible that more permit packages will ultimately be submitted.

Task 2 — Site Operations and Maintenance Support, Environmental Monitoring, and Project Coordination and Management

Floyd|Snider will provide support to the City to fulfill requirements stipulated in the CD that do not relate directly to the process of developing the Site, but rather relate to the current or post-development future conditions at the site, and therefore are not linked to any specific development permit packages. Two key items in this category are the City's ongoing responsibilities for operations, monitoring, and maintenance of the Site LFG collection system, and semiannual groundwater monitoring and annual reporting. This task will also include a project coordination, communication, and management component. Further details are described under the Task 2 subtasks below.

Task 2A – Site Landfill Gas Operations, Monitoring, and Maintenance Support

Scope: Floyd|Snider will conduct the following activities in support of the City's responsibilities for operation, monitoring, and maintenance of the site LFG collection system. The City's roles and responsibilities for these activities are defined in the Landfill and Environmental Indemnification Agreement (LEIA) and discussed in detail in the comprehensive Everett Landfill Riverfront Development Operations, Maintenance, and Monitoring Manual (O&M Manual). The City has contracted separately with Herrera Environmental Consultants to provide some of the periodic operations, maintenance, monitoring, and reporting tasks described in the O&M Manual, and City personnel will perform other such tasks. Floyd|Snider's primary role will be to provide report review, and strategy and communications support to the City (1) as described in the O&M Manual and (2) otherwise on an as-needed basis. Floyd|Snider will also utilize BHC Consulting as needed for additional support in this role.

- Provide support and recommendations through document review, direct communications, and planning to ensure that site operations and activities are completed in accordance with CD.
 - Review annual LFG monitoring and collection system reports.
 - Review other LFG-related reports as needed.
- Provide strategy and support to the City for communications and coordination with Ecology regarding CD compliance at the Site.
- Provide review, recommendations, on-site inspection, and other support as needed for LFG system troubleshooting, component upgrades, or other changes within the scope of typical system operation and maintenance.

Task 2B – Environmental Monitoring and Reporting

Scope: Floyd|Snider will conduct the following services to provide the environmental monitoring of the site required by the CD.

- Groundwater protection monitoring as required by the CD, consisting of semiannual groundwater monitoring.

- Semiannual groundwater monitoring including sampling and water level measurements at nine monitoring wells, and collection of continual water level transducer measurements at one well. Each sampling event will typically be conducted in two 10-hour days, including travel, for two Floyd|Snider personnel.
- Laboratory coordination for sample analysis, including contracting, detection limit confirmation, and bottle orders. This estimate assumes the City's Environmental Laboratory will provide sample analyses for dissolved metals and dissolved chloride. All other analytes will be subcontracted to a licensed local laboratory.
- Sampling event preparation including field planning meetings, mobilization tasks, field documentation quality control (QC), work plan review, and health and safety plan review and implementation. This is assumed to include 5 hours per field staff, per event.
- Data review, validation, and management including submittal to Ecology's Environmental Information Management (EIM) system.
- Preparation of annual monitoring reports including summary and interpretation of analytical results, evaluation of deep aquifer groundwater gradients, processing of transducer data and leachate elevations to evaluate hydraulic control of the shallow aquifer, and comparison of deep aquifer groundwater elevations and Snohomish River surface water elevations to evaluate surface water intrusion into monitoring wells.
- Responding to Ecology comments and questions on results, including attending meetings with Ecology as needed to discuss comments or questions.

Deliverables: Deliverables for this subtask include data submittals to EIM and an annual groundwater monitoring report.

Schedule: Data submittals will be completed in a timely manner once analytical results are fully validated. Annual reports will generally be completed by the end of the calendar year, and no later than February 28 of the following year.

Task 2C – Project Coordination and Management

Scope: Floyd|Snider will conduct the following project coordination, management, and on-call support activities for the duration of the project:

- Overall project coordination, schedule and financial management, calls, and meetings to support the City with project strategy.
- Overall project coordination, calls, and meetings with Ecology to discuss concerns not otherwise captured by the tasks above.
- Support as needed for review and implementation of agreements between the City and Riverfront, including the LEIA.
- Response to on-call requests from the City that are not associated with other Task 1 or Task 2 activities.

Encl.: Fee Estimate, Schedule of Charges
Copies:

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
See attached exhibit B-1	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.

EXHIBIT B-1
Fee Estimate

FLOYD I SNIDER

Project: CoEV-Devel
Date: 11-7-2023

Task ID	Floyd Snider										Subcontractors/Vendors				Floyd Snider Staff Total	ODC \$ (includes markup)	Subcontractors/Vendors			Sub/Vendor Subtotal (without subcontractor markup)	Floyd Snider Team Total (includes % Subcontractor Markup)
	Principal \$300	Associate Principal 2 \$255	Senior Engineer/Scientist 1 \$200	Senior Engineer/Scientist 1 \$200	Project Engineer/Scientist 1 \$165	Engineer/Scientist 3 \$155	Engineer/Scientist 2 \$145	GIS/Data Analyst 2 \$160	Data Manager/Validator 2 \$160	Senior Technical		Contract Specialist \$135	Accounting \$115								
										Hrs.	Hrs.			Hrs.			Hrs.	Hrs.	Hrs.		
Position: Billing Rate:																					
Task 1 - Development Review Support	140	-	1,560	-	1,750	-	-	-	-	-	-	-	60	-	\$ 656,130	\$ -	\$ 35,000	\$ 30,000	\$ 65,000	\$ 724,360	
Design Phase: Review permit submittals, develop CD checklists	40	-	270	-	420	-	-	-	-	-	-	-	40	-	\$ 140,700	\$ -	\$ 15,000	\$ 10,000	\$ 25,000	\$ 166,950	
Construction Phase: Review of RFIs, submittals, and CQA reports	20	-	960	-	1,020	-	-	-	-	-	-	-	40	-	\$ 366,300	\$ -	\$ 15,000	\$ 15,000	\$ 30,000	\$ 397,800	
Meetings and coordination with Developer for CD compliance issues	60	-	170	-	170	-	-	-	-	-	-	-	170	-	\$ 80,050	\$ -	-	-	\$ -	\$ 80,050	
Meetings and coordination with Ecology to discuss CD review	20	-	40	-	60	-	-	-	-	-	-	-	60	-	\$ 23,900	\$ -	-	-	\$ -	\$ 23,900	
Specialty on-site construction inspections	-	-	40	-	20	-	-	-	-	-	-	-	20	-	\$ 17,900	\$ -	\$ 5,000	\$ 5,000	\$ 10,000	\$ 28,400	
Management tasks associated with development review scope	-	-	80	-	20	-	-	-	-	-	-	-	20	-	\$ 27,280	\$ -	-	-	\$ -	\$ 27,280	
Task 2 - Site Operations and Maintenance Support, Environmental Monitoring, Task 2A - Site Landfill Gas Operations, Monitoring, and Maintenance Support	175	50	720	290	190	320	280	146	336	50	12	30	23,688	20,500	\$ 501,428	\$ -	\$ 10,000	\$ -	\$ 30,500	\$ 533,453	
Review annual landfill gas report and other documentation	20	-	120	-	40	-	-	10	10	-	-	-	-	-	\$ 39,800	\$ -	-	-	\$ -	\$ 39,800	
Landfill gas system maintenance and operational support to City	20	-	180	-	40	-	-	-	-	-	-	-	-	-	\$ 53,850	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 58,850	
Meetings, communication, and coordination with Ecology regarding landfill	30	-	120	-	40	-	-	10	-	-	-	-	-	-	\$ 41,200	\$ -	-	-	\$ -	\$ 41,200	
Task 2B - Environmental Monitoring and Reporting	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	-	-	\$ -	\$ -	
Perform semi-annual groundwater monitoring	-	-	-	100	-	240	240	20	200	-	-	-	-	-	\$ 150,888	\$ 20,500	-	-	\$ 20,500	\$ 172,413	
Prepare groundwater monitoring annual reports	5	30	-	110	-	80	40	60	80	40	-	-	-	-	\$ 77,150	\$ -	-	-	\$ -	\$ 77,150	
Respond to Ecology comments and questions on groundwater and related	8	20	10	40	-	-	-	16	16	-	-	-	-	-	\$ 22,620	\$ -	-	-	\$ -	\$ 22,620	
Respond to Ecology comments and questions on other site compliance	12	-	60	-	-	-	-	20	20	-	-	-	-	-	\$ 22,000	\$ -	-	-	\$ -	\$ 22,000	
Task 2C - Project Coordination and Management	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	-	-	\$ -	\$ -	
Project coordination and meetings with City	20	-	60	-	20	-	-	-	-	-	12	30	-	-	\$ 26,370	\$ -	-	-	\$ -	\$ 26,370	
Project coordination and meetings with Ecology	10	-	30	-	10	-	-	-	-	-	-	-	-	-	\$ 10,650	\$ -	-	-	\$ -	\$ 10,650	
Support to legal for City/Riverfront agreements or disputes	30	-	60	-	40	-	-	-	-	-	-	-	-	-	\$ 21,000	\$ -	-	-	\$ -	\$ 21,000	
Response to on-call requests from the City	20	-	80	-	40	-	-	10	10	10	-	-	-	-	\$ 41,150	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 46,400	
Totals:	315	50	2,280	290	1,940	320	280	146	336	90	20	90	23,688	20,500	\$ 1,157,558	\$ 20,500	\$ 45,000	\$ 30,000	\$ 95,500	\$ 1,257,833	

Notes:
1. This fee estimate is based on 2024 rates; rates are subject to annual increases, but not to exceed total will remain unchanged until contract is completed or amended.

EXHIBIT B-1
2024 Rate Schedule

FLOYD | SNIDER
strategy ■ science ■ engineering

601 Union Street, Suite 600
Seattle, Washington 98101
tel: 206.292.2078 fax: 206.682.7867

Schedule of Charges

2024 RATES	
Professional Staff	Standard Hourly Rate
Principal	\$300
Associate Principal 2	\$255
Associate Principal 1	\$230
Senior Engineer/Scientist 3	\$220
Senior Engineer/Scientist 2	\$205
Senior Engineer/Scientist 1	\$200
Project Engineer/Scientist 3	\$185
Project Engineer/Scientist 2	\$175
Project Engineer/Scientist 1	\$165
Engineer/Scientist 3	\$155
Engineer/Scientist 2	\$145
Engineer/Scientist 1	\$135
Senior Environmental Planner	\$210
Environmental Planner 2	\$170
Environmental Planner 1	\$160
Public Engagement	\$155
Graphic Design Lead	\$145
Historian/Scientist	\$200
Research Librarian	\$175
Safety Program Manager	\$160
GIS/Data Analyst 2	\$160
GIS/Data Analyst 1	\$140
Data Manager/Validator 2	\$160
Data Manager/Validator 1	\$140
Financial Analyst	\$250
Senior Technical Editor/Tech QC	\$135
Project Coordinator 2	\$150
Project Coordinator 1	\$135
Contract Specialist	\$135
Project Assistant	\$110
Accounting	\$115
Special Services	
All litigation expert support for mediation, deposition, trial	100% Surcharge

Direct Charges:

We do not charge for the following items: routine photocopies, routine phone calls, routine office supplies, or routine computer time.

We do charge for large mailings, express delivery service, courier services, report reproduction, library charges, specialty software, outside services (such as graphics), special supplies, and travel (including parking and mileage). These charges will be invoiced at the price of the item plus a 10% markup to cover taxes, fees, and handling.

Field equipment fees are listed on a separate schedule, and any other equipment required for the project will be charged at cost plus a 10% markup.

Outside services are invoiced with a 10% markup to cover taxes, fees, and handling.

-Rates are subject to adjustment annually-

Project title: Microsoft Enterprise Agreement Renewal for 2024 - 2026

Council Bill # *interoffice use*

Agenda dates requested:

December 20, 2023

Briefing

Proposed action

Consent ☒ X

Action

Ordinance

Public hearing

Yes ☒ X No

Budget amendment:

Yes ☒ X No

PowerPoint presentation:

Yes ☒ X No

Attachments:

Microsoft EA Renewal 2024-2026

Department(s) involved:

Information Technology

Contact person:

Kevin Walser

Phone number:

425-257-8663

Email:

kwalser@everettwa.gov

Initialed by:

SH

Department head

Administration

Council President

Project: Microsoft Enterprise Agreement Renewal for 2024 - 2026

Partner/Supplier: SHI International Corp/Microsoft Corporation

Location: N/A

Preceding action: None

Fund: 505/IT Maintenance, Various Department Funds

Fiscal summary statement:

The Microsoft Enterprise Renewal consists of licenses purchased both through the IT 505 maintenance fund and various department funds. The term is for three years with three annual payments of \$730,303.81, starting in 2024, for a total three-year cost of \$2,190,911.43.

The 2024 amount is included in the budget, and no amendment would be required.

Project summary statement:

The City's current Enterprise Agreement with Microsoft will expire on December 31, 2023. The new agreement term will begin on January 1, 2024, and expire on December 31, 2026. The Enterprise Agreement provides a straightforward method for ensuring that all City users and computer equipment comply with Microsoft licensing requirements.

The Microsoft Enterprise Agreement covers software licensing for most of the Microsoft technology used by the City including Windows 11, Windows Server, Office 365, Visio, SharePoint Online, Project Online, PowerBI, client computer management, mobile device management, SQL Server, Exchange Online, and Advanced Threat Protection for Office 365 and Windows 11.

The City has an interlocal agreement with Sourcewell that allows for purchases from its competitively awarded contracts in lieu of soliciting bids.

Recommendation (exact action requested of Council):

Award and authorize approximately \$730,303.81 for years 2024, 2025, and 2026 to be spent with SHI International Corp from WA DES #05116/COE #2021-047 for Microsoft software licensing.

Program Signature Form

MBA/MBSA number

Agreement number

8833856

5-0000010851913

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10636
Product Selection Form	2599988.009_PSF
Enterprise Amendment	M97,M423 (NEW)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Everett
Signature*
Printed First and Last Name* Cassie Franklin
Printed Title Mayor
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation

Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

46701386

Framework ID
(if applicable)

Previous Enrollment number
(Reseller to complete)

88250062

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. ***End of Enrollment term and termination.***

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i)** Government Community Cloud Services will be offered only within the United States.
 - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

1. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Everett

Contact name: First* Kevin **Middle** **Last*** Walser*

Contact email address* kwalser@everettwa.gov

Street address* 3200 Cedar St

City* Everett

State* WA

Postal code* 98201-4516 -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 425.257.8663

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Steven **Middle** **Last*** Hellyer

Contact email address* shellyer@everettwa.gov

Street address* 3200 Cedar St

City* Everett

State* WA

Postal code* 98201-4516 -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 425.257.8663

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Middle Last*

Contact email address*

Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.

Street address (PO boxes will not be accepted)* 290 Davidson Ave

City* Somerset

State* NJ

Postal code* 08873-4145

Country* United States

Contact name* Christal Ramagado

Phone* 1-888-764-8888

Contact email address* christal_ramagado@shi.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Christal Ramagado

Printed name* Christal Ramagado

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

1. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Everett

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	88250062		X

Proposal ID

2599988.009

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	1,235	1,235	1.0	User Licenses
Worker Kiosk Device	21	21	1.0	Device Licenses
Total	1,256	1,256		

Products	Enterprise Quantity	Worker Kiosk Device Quantity
Windows Desktop		
WIN G5 GCC	-	21
Microsoft 365 Enterprise		
M365 G3 GCC USL Unified	35	-
M365 G3 GCC FromSA Unified	1,200	-

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	1235	1235	1235	1256

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	
Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See Product Terms for details.	

Amendment to Contract Documents

Enrollment Number

5-0000010851913

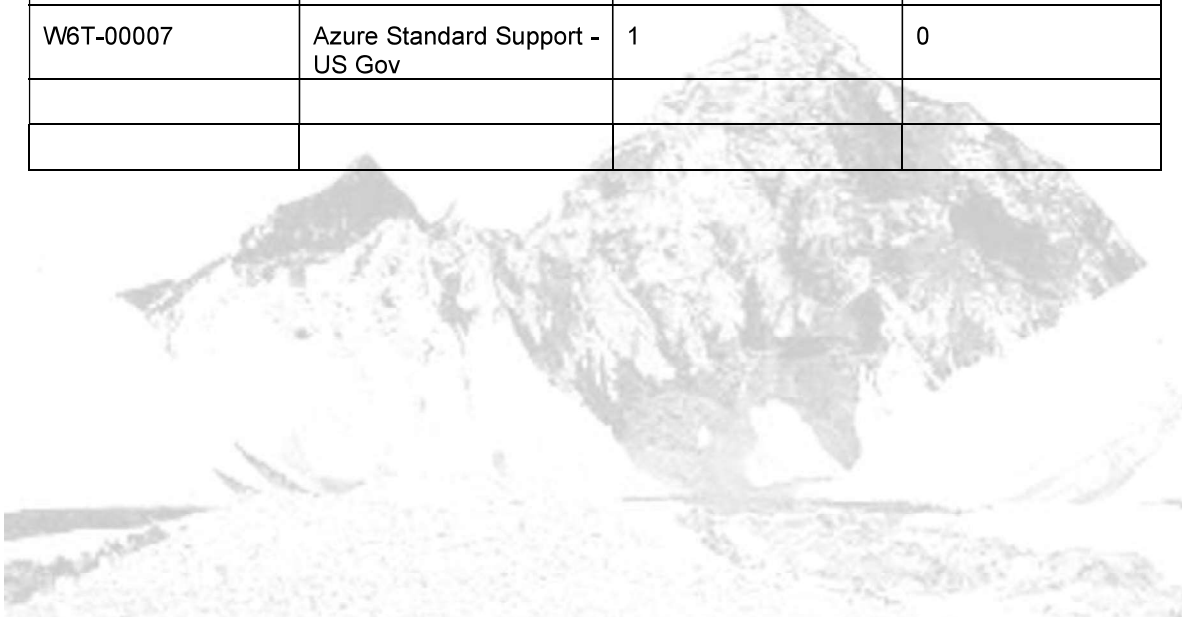
These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAD-34700	M365 G3 Unified FSA GCC Sub Per User	1200	0
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	33	2
AAD-63092	M365 F3 Unified GCC Sub Per User	0	77
91C-00004	M365 F5 Security + Compliance GCC Sub Add-on	0	77
8ZZ-00001	M365 G5 Security GCC Sub Per User	0	1235
SEL-00001	Power Apps Premium GCC Sub Per User	9	0
1O5-00001	Power Automate Premium GCC Sub Per User	3	0
HJR-00002	Power BI Premium EM1 GCC Sub	1	0
DDJ-00001	Power BI Pro GCC Sub Per User	27	0
7E7-00001	Project P3 FSA GCC Sub Per User	0	1

SKU Number	SKU Description	Existing Quantity	Incremental quantities
7MS-00001	Project P3 GCC Sub Per User	37	0
7VX-00001	Project P5 GCC Sub Per User	2	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	1277	35
LK9-00003	Teams Phone Standard GCC Sub Per User	0	40
KXJ-00001	Teams Shared Devices GCC Sub Per Device	0	10
P3U-00001	Visio P2 GCC Sub Per User	45	0
AAF-21862	Win G5 GCC Sub Per User	0	21
W6T-00007	Azure Standard Support - US Gov	1	0



Enterprise Enrollment Multiple Azure Billing Tenants Under a Single Enrollment Amendment ID M423

1. Definitions.

“Azure Billing Tenant” means the environment established by Microsoft on its multi-tenant servers from which a customer accesses Microsoft Azure Services.

“Lead Enrollment” means the Enrollment identified above.

“Billing Tenant Enrollment” means the enrollment associated with an Azure Billing Tenant established for a Tenant Affiliate under this Amendment.

“Tenant Administrator” means any licensed user of an Azure Billing Tenant that has its role set to “Global Administrator” in the profile settings in the Tenant User Administration page of the tenant portal.

“Tenant Affiliate” means an Affiliate, department, or any user group included in the Enrolled Affiliate’s Enterprise who will access the Azure Billing Tenant that is identified in the Tenant Information Excel Form attached as an Appendix to this Amendment.

2. The parties agree to the following Billing Tenant Enrollment Terms as follows:

- a. **Tenant Affiliate Access and Enrolled Affiliate Obligations.** Each Tenant Affiliate may access each Azure Billing Tenant and its corresponding Billing Tenant Enrollment identified in the Tenant Information Excel Form attached as an Appendix to this Amendment. Enrolled Affiliate acknowledges and agrees that: (i) it is the sole Enrolled Affiliate; (ii) it is the sole Licensee with respect to each Billing Tenant Enrollment; and, (iii) it is solely responsible for ensuring that each of its Tenant Affiliate’s comply with the terms and conditions set forth in the Lead Enrollment and any subsequent amendment hereof.
- b. **Tenant Administrator User Credentials.** Each Tenant Administrator must have its own, unique, login credential and shall manage each Azure Billing Tenant separately. No two Azure Billing Tenants may share one Tenant Administrator login credential or data object(s).
- c. **Azure Prepayment.** Each Tenant Affiliate can purchase an Azure Prepayment; however, the allocated funds for such commitment cannot be transferred between Azure Billing Tenants and Tenant Affiliates.
- d. **Purchasing**
 - (i) Purchase eligibility. Billing Tenant Enrollments may only be used to purchase Microsoft Azure Services and Microsoft Azure Services Plans.
 - (ii) Pricing. The price for Microsoft Azure Services and Microsoft Azure Services Plans purchased under a Billing Tenant Enrollment will be based on the pricelist current as of the Billing Tenant Enrollment Effective Date. Any price adjustment to a Billing Tenant Enrollment will be applicable only to that Billing Tenant Enrollment.
 - (iii) Initial Order. Each Billing Tenant Enrollment must include an initial order.
 - (iv) Billing Tenant Enrollment Effective Date. The effective date of a Billing Tenant Enrollment will be the processing date of the initial order.
- e. **Orders.** Enrolled Affiliate must submit separate orders, on behalf of each Billing Tenant Enrollment. Orders shall be governed by the terms set forth in the Lead Enrollment, except as

specified in this Amendment. Orders are not transferrable between Billing Tenant Enrollments. Billing Tenant Enrollment acceptance and order reminders will be sent to the contact(s) identified on the Lead Enrollment only.

- f. **Notices Contact and Online Services Manager.** Each Billing Tenant Enrollment, shall have its own Notices Contact and Online Services Manager as listed in the Tenant Information Excel Form attached as an Appendix to this Amendment. The Notices Contact and Online Services Manager is authorized to manage the Microsoft Azure Services obtained under the related Billing Tenant Enrollment.
- g. The expiration date, anniversary dates, payment dates and applicable taxes for each Billing Tenant Enrollment shall be the same as in the Lead Enrollment.
- h. Warning: If the Online service Manager Contact is third party (not Enrolled Affiliate) please be aware that this contact receives personally identifiable information of the Customer and it Affiliates.

This Amendment must be attached to a signature form and accompanies by the Tenant Information Excel Form to be valid. The Number of Tenant (s) listed in the Tenant Information Excel form file is:1

Appendix Tenant Information Excel Form is attached

Except for changes made by these amendments, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in these amendments and any provision in the Enrollment or Agreement identified above, these amendments shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Jan2023)v2(IU).docx		M97	B
(M423)EnrMultiTenant(MultipleAzureBillingTenantsUnderASingleEnrollment)(WW)(ENG)(Mar2022)(IU).docx		M423	PLSS



Pricing Proposal
Quotation #: 23382594
Reference #: EA# 88250062
Created On: 4/24/2023
Valid Until: 10/31/2023

WA-City of Everett

Judie Shirley

PO Box 12130
Everett, WA 98206
United States
Phone: 425.257.7700
Fax:
Email: JShirley@everettwa.gov

Inside Account Manager

Tyler Henderson

290 Davidson Ave
SomersetNJ, 08873
Phone: 732-529-2148
Fax:
Email: tyler_henderson@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision Microsoft - Part#: J5U-00004 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3	1	\$0.00	\$0.00
2 M365 F3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-63092 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3	77	\$83.42	\$6,423.34
3 M365 F5 Security + Compliance GCC Sub Add-on Microsoft - Part#: 91C-00004 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3	77	\$135.57	\$10,438.89
4 M365 G3 Unified FSA GCC Sub Per User Microsoft - Part#: AAD-34700 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3	1200	\$328.92	\$394,704.00
5 M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3	35	\$386.93	\$13,542.55

6	M365 G5 Security GCC Sub Per User Microsoft - Part#: 8ZZ-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3	1235	\$128.98	\$159,290.30
7	Power Apps Plan GCC Sub Per User Microsoft - Part#: SEL-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3	9	\$214.96	\$1,934.64
8	Power BI Premium EM1 GCC Sub Microsoft - Part#: HJR-00002 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3	1	\$5,709.92	\$5,709.92
9	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3	27	\$91.24	\$2,463.48
10	Project P3 FSA GCC Sub Per User Microsoft - Part#: 7E7-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3	1	\$233.04	\$233.04
11	Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3	37	\$274.08	\$10,140.96
12	Project P5 GCC Sub Per User Microsoft - Part#: 7VX-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3	2	\$502.47	\$1,004.94
13	SQL CAL ALng SA User CAL Microsoft - Part#: 359-00961 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024	50	\$37.74	\$1,887.00

Note: Year 1 of 3

14	SQL Server Standard ALng SA Microsoft - Part#: 228-04433 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3	5	\$162.32	\$811.60
15	SQL Server Standard ALng LSA Microsoft - Part#: 228-04437 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3	1	\$752.48	\$752.48
16	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3	24	\$648.31	\$15,559.44
17	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3	1312	\$0.00	\$0.00
18	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3	45	\$137.04	\$6,166.80
19	Azure Standard Support - US Gov Microsoft - Part#: W6T-00007 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3	1	\$1,526.72	\$1,526.72
20	Visual Studio Pro MSDN ALng SA Microsoft - Part#: 77D-00111 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3	5	\$308.64	\$1,543.20
21	Win G5 GCC Sub Per User Microsoft - Part#: AAF-21862 Contract Name: NASPO Cloud Solutions Contract #: AR2488	21	\$114.56	\$2,405.76

Subcontract #: 05116
Coverage Term: 1/1/2024 – 12/31/2024
Note: Profile: KIOSK - Year 1 of 3

22	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3	76	\$126.53	\$9,616.28
23	Win Server DC Core ALng LSA 2L Microsoft - Part#: 9EA-00039 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3	20	\$586.62	\$11,732.40
24	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3	122	\$19.42	\$2,369.24
25	Azure Monetary Commitment Provision Microsoft - Part#: AAA-35418 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024 Note: Billing Enrollment Tenant: Azure Commercial - Year 1 of 3	1	\$0.00	\$0.00
26	Teams Phone Standard GCC Sub Per User Microsoft - Part#: LK9-00003 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3	40	\$75.23	\$3,009.20
27	Teams Shared Devices GCC Sub Per Device Microsoft - Part#: KXJ-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3	10	\$75.23	\$752.30
28	Power Automate Premium GCC Sub Per User Microsoft - Part#: 1O5-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 1/1/2024 – 12/31/2024 Note: Year 1 of 3	3	\$166.06	\$498.18

*Tax \$65,787.15
Total \$730,303.81

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Project title: Police Guardian Series Bumper Purchase

Council Bill # *interoffice use*

Agenda dates requested:

12/20/2023

Briefing

Proposed action

Consent x

Action

Ordinance

Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Agreement and Quote

Department(s) involved:

Police, Legal

Contact person:

Jeraud Irving

Phone number:

425-257-8461

Email:

Jirving@everettwa.gov

Initialed by:

JD

Department head

Administration

Council President

Project: Purchase of Guardian Series Bumpers

Partner/Supplier: Hammerhead Armor

Location: N/A

Preceding action: N/A

Fund: 031/Police

Fiscal summary statement:

This is for the purchase of 2 Guardian Series Bumpers to be added to 2 Police Vehicles. The cost is \$3547 and will be paid with the Police Department M&O.

Project summary statement:

This bumper would allow officers to prevent a car from moving without causing damage to the Police vehicle. When Officers are called out to a scene where a person is not conscious at the wheel of a running vehicle, they need to be able to stop the car from leaving if the person wakes up. In these situations, this is for the safety of the public, the driver and other occupants of the vehicle and the officers. These bumpers will allow officers to do this without causing damage to the Police vehicle if it gets hit by the car is it blocking in. This will save the city money in vehicle repair costs and allow for less vehicles to be taken out of commission, due to damage in these scenarios. The agreement is with Hammerhead Armor and would authorize us to be a customer that can buy these bumpers.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Authorized Fleet Customer Agreement with Hammer Head Armor.



AUTHORIZED FLEET CUSTOMER AGREEMENT

THIS AGREEMENT, to become effective the _____ day of _____, 20_____
(hereafter called "Agreement") between – HAMMERHEAD ARMOR/ HOL-MAC CORPORATION, with its principal place of business at 160 COMMERCE DRIVE BAY SPRINGS, MISSISSIPPI 39422, (hereafter called "Company") and _____ (Fleet Buyer Name – indicate if Individual, Partnership or Corporation) with its place of business for the sale of Company products covered by this Agreement located at: _____ (hereafter called "Fleet Buyer").

I. PURPOSE

This Agreement is to establish Fleet Customer as a buyer with exclusive rights to directly purchase the Company's products, including parts and accessories (hereafter called "Products").

II. TERMS OF SALE

Upon acceptance by Fleet buyer, terms of purchase will be set forth in this Agreement. Prices and terms for Products shall be those in effect on the date the Company accepts the Fleet buyer Order. Company will have the right to change the Product offering and the terms and prices therefore at any time.

III. CREDIT

Payment for Product must be made via credit card or PayPal unless other payment terms have been approved by Company's credit department.

IV. WARRANTY

Company Products are sold subject only to the applicable Company standard printed warranty in effect at the time of sale and such warranty shall be in lieu of all other warranties express or implied. Fleet Buyer is not authorized to assume, on Company's behalf, any liabilities in connection with Fleet Buyer's use of Product other than as set forth in such Company standard warranty. Fleet Buyer shall indemnify and hold Company harmless with respect to any Fleet Buyers representation beyond those in such Company warranty.

V. **RESPONSIBILITY OF Fleet Buyer**

Fleet Buyer shall:

(A) Provide Company a copy of State Tax ID and/or State Direct Pay Permit.

(B) Not be permitted to resale Product(s).

(C) Be in violation of agreement if Product(s) are sold in any other manner than as described in V.(B). This can result in immediate termination as an Fleet Buyer.

(D) Notify Company if Fleet Buyer intends to open any additional business locations for the purchasing of Products.

(E) Cooperate with Company's Annual Review, and any other programs or matters pertaining to the administration of this Agreement.

VI. **TERMS**

The term of this Agreement shall be for a period of one year, commencing on the effective date hereof. This Agreement shall be automatically renewed for successive terms of one year each unless either party shall give the other notice of non-renewal not less than 30 business days prior to the end of the then current term or unless this Agreement is otherwise terminated as provided herein.

VII. **TERMINATION**

Either party may terminate this agreement without cause and for any reason, upon not less than 30 days written notice given to the other party, provided that nothing contained herein shall prevent Company from immediately terminating this Agreement in the event of bankruptcy or insolvency of Fleet Buyer, or Fleet Buyer's failure to pay any amount owing Company when due, or resale of Companies' Product(s). Upon termination for any reason, all amounts owed Company will become immediately due and payable.

VIII. **TRADEMARKS/TRADE NAMES**

Fleet Buyer is not licensed to use Company's name and trademarks in the normal course of business including merchandise material unless directly approved from Company.

IX. **GENERAL**

(A) Fleet Buyer is not an agent of Company nor is Fleet Buyer authorized to incur any obligation or make any representation on behalf of Company.

- (B) This Agreement is binding on the parties, their heirs, executors, administrators and successors.
- (C) Fleet Buyer may not assign this Agreement or any provisions thereof to another Fleet Buyer or party without written approval of Company.
- (D) Company reserves the right to modify and/or update this Agreement consistent with the modification and/or updating of all agreements Company has with other similar Fleet Buyers, and replace or substitute such modified or updated agreement for this Agreement and such replacement or substitution shall not constitute termination of this Agreement. Failure of Fleet Buyer to execute such replacement or substitution agreement within 30 days of it being offered shall constitute automatic termination of this Agreement by Fleet Buyer.

X. EXECUTION

OEM Buyer Name:

By: _____ Signature: _____
print name

Title: _____ Date: _____

HAMMERHEAD ARMOR/ HOL-MAC CORPORATION

By: _____ Signature: _____
print name

Hammerhead Armor Sales Representative Signature: _____

Date: _____

QUOTE

Hammerhead Armor™
160 Commerce Drive
Bay Springs, MS 39422
(855) HHTOUGH [448-6844] OR (601) 764-4121
sales@hammerheadarmor.com



FOR:
COMPANY NAME
REQUESTED BY
ADDRESS
CITY, STATE & ZIP
PHONE
E-MAIL

Created by:
Created Date:
Expiration Date:

QTY	UNIT	DESCRIPTION (Year/Make/Model/Bumper Style) & PART # (if known)	UNIT PRICE	AMOUNT
	Each			
	Each			
	Each			
	Each			
	Each			
	Each			
	Each			
	Each			
	Each			
	Each			
			Concessions	
MS State Tax (if applicable)			SUBTOTAL	
			SHIPPING & OTHER FEES	
			TAX (IF APPLICABLE)	
TOTAL				

APPROVED BY

DATE

Notes:

Project title: Lease Amendment with SNO COUNTY 911 at the South Precinct

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 12/20/23
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Lease Amendment

Department(s) involved:

Real Property
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: Lease Amendment with SNO COUNTY 911 at the South Precinct

Partner/Supplier: SNO COUNTY 911

Location: 1121 SE Everett Mall Way

Preceding action: [8/22/2018](#)

Fund: 146

Fiscal summary statement:

SNO COUNTY 911 (SNO 911) seeks to extend the term of its existing lease agreement with the City for approximately 16,363 square feet at the City's South Precinct building at 1121 SE Everett Mall Way. The proposed lease amendment will extend the lease term to March 31, 2025. Rent will continue to increase annually with a CPI-based escalation formula. The present rate is \$24,987.48 per month. Additionally, SNO 911 will continue to pay a percentage of common area maintenance (CAM) charges calculated using a pro-rata share of square footage of its leased space within the building.

Project summary statement:

SNO 911, formerly SNOPAC, which consolidated with SNOCOM, has leased space from the city at the South Everett Police Precinct since November 2001. SNO 911 has since then extended its lease three times. SNO 911 anticipates continued use of the lease space through the end of March 2025. Any tenancy thereafter will be on a month-to-month basis.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign lease amendment with SNO COUNTY 911 at the South Precinct in substantially the form provided.

LEASE AMENDMENT NO. 4

THIS AMENDMENT ("*Amendment*") is dated for reference purposes November 1, 2023, by and between the CITY OF EVERETT (the "*City*" or "*Lessor*") and Snohomish County Police and Auxiliary Services Center, an interlocal association of municipalities also known as SNOPAC, which has consolidated with SNOCOM, and as of January 1, 2018, is now known as SNO COUNTY 911 ("*Tenant*" or "*Lessee*"). This Amendment No. 4 concerns the lease between Tenant and City dated June 18, 2001, as amended by Lease Amendment No. 1 dated October 5, 2009, Lease Amendment No. 2 dated July 9, 2016, and Lease Amendment No. 3 dated as of August 23, 2018 (as amended, the "*Lease*"). The parties desire to further extend the Lease and make other changes.

Accordingly, the parties agree as follows:

1. Extension. The parties agree to extend the Lease so that it expires on March 31, 2025. Any tenancy thereafter shall be on a month-to-month basis subject to all Lease provisions.

2. Other Amendments to Lease. The parties agree to the following amendments of the Lease:

A. The parties agree that effective January 1, 2024 Common Area Maintenance Charges ("CAM") under the Lease will be calculated based on the period January 1 through December 31 of the preceding year.

B. Base rent is currently \$24,987.48 in 2023. Starting January 1, 2024 and for each calendar year thereafter, base rent shall increase each calendar year based on the percentage increase in Consumer Price Index ("CPI") from the preceding year ending December 31, as published by the U.S. Government for the Seattle-Everett area. However, regardless of CPI, the parties agree that base rent will increase for each year by at least two percent (2%) and will not increase more than five percent (5%).

C. Either party may terminate this Lease upon 30 days prior written notice.

3. Reinstatement/Full Force and Effect. The parties have been operating as though the Lease has remained in effect without expiration. The parties accordingly agree that, regardless of dates of approval and execution of this Amendment, the Lease is deemed reinstated in its entirety and for all purposes to have not previously expired, but instead to have remained continuously in effect since its original effective date. All provisions of the Lease remain in full force and effect, except as expressly modified by this Amendment.

4. Counterparts: This Amendment may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall

constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents.

[signatures on following pages]

CITY OF EVERETT,
a Washington municipal corporation

By: Cassie Franklin
Title: Mayor

Attest:

Approved as to Form:

Office of the City Clerk

Office of the City Attorney

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

This record was acknowledged before me on _____, 20__ by Cassie Franklin as the Mayor of the City of Everett, a Washington municipal corporation.

Dated: _____
Signature of
Notary Public: _____
Notary (print name) _____
Residing at _____
My appointment expires: _____

TENANT

SNO COUNTY 911

Name:: _____

Title: _____

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

 This record was acknowledged before me on _____, 20__ by
_____ as the _____ of SNO COUNTY 911.

Dated: _____

Signature of
Notary Public: _____

Notary (print name) _____

Residing at _____

My appointment expires: _____

Project title: Client Service Contract with Everett Community College (EVCC) and Washington State Firefighters Joint-Apprenticeship Training Committee (JATC)

Council Bill # *interoffice use*

Agenda dates requested:

December 20, 2023

Briefing

Proposed action

Consent ☒ X

Action

Ordinance

Public hearing

Yes ☒ x No

Budget amendment:

Yes ☒ x No

PowerPoint presentation:

Yes ☒ x No

Attachments:

Department(s) involved:

Fire

Contact person:

Dave DeMarco

Phone number:

425-257-8101

Email:

DDeMarco@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Firefighter training through EVCC

Partner/Supplier: EVCC and JATC

Location: N/A

Preceding action: N/A

Fund: Fire 032

Fiscal summary statement:

This agreement establishes billing rates for training received by Everett Fire personnel and billing credits to the city for providing instructors and support to Everett Community College. Costs will be dependent on the training received and the support provided. Any costs related to this agreement are contained in the council approved budget.

Project summary statement:

Training for first responders is critical to ensuring uniform understanding of tactics, procedures, equipment, and evolving risks to the public they serve and protect. This agreement provides a training resource for Everett Firefighters that can be applied towards the JATC criteria to become certified as journeymen in this field.

Recommendation (exact action requested of Council):

Authorize the Mayor to Sign the Client Services Contract with Everett Community College and the Washington State Firefighters Joint-Apprenticeship Training Committee

CLIENT SERVICE CONTRACT

This Contract is made and entered into by and between:

- State of Washington, Everett Community College, hereinafter referred to as “EvCC” or “COLLEGE;”
- The following Snohomish County Agencies, current and participating members of the Washington State Firefighters Joint-Apprenticeship Training Committee, hereinafter referred to as “PARTICIPATING AGENCIES”
 - City of Everett (“Everett Fire”)
 - Marysville Fire District Regional Fire Authority (“Marysville Fire”)
 - North County Fire and EMS Regional Fire Authority (“NCRFA”)
- In collaboration with said Washington State Firefighters Joint-Apprenticeship Training Committee, hereinafter referred to as “WSFF JATC” or “JATC.”

Purpose

The purpose of this contract is to provide relevant training experiences for full-time firefighter recruits and to establish a process to compensate PARTICIPATING AGENCIES for Related Instruction and facility use at the rates established by the State Board for Community and Technical Colleges.

SPECIAL TERMS AND CONDITIONS

Scope of Work

A. PARTICIPATING AGENCIES will provide services, facilities, and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- Deliver Related Supplemental Instruction (RSI) classes
- Secure instructors who meet or surpass [the College’s minimum requirements](#) (see Exhibit B); selected instructors who perform services under this contract are contractors of PARTICIPATING AGENCIES and will not by virtue of this employment attain any right to tenure or continued employment by the College
- Provide instructional materials as required for courses offered under this agreement

- Send class rosters with final grades for each enrolled student within one calendar week of the end of each class

B. Exhibit A contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between COLLEGE and PARTICIPATING AGENCIES, and specific obligations of both parties. Any provision in the General Terms and Conditions regarding confidentiality obligations of a PARTICIPATING AGENCY is subject to that PARTICIPATING AGENCY'S obligations under the Washington Public Records Act.

PARTICIPATING AGENCIES shall maintain records and produce the following written documents upon the request of COLLEGE:

- Instructor names and professional qualifications/resumes
- Course syllabi that detail student outcomes/competencies, course outline/calendar, assignments, materials/textbooks, and student evaluation criteria
- Class rosters, final grades, and student evaluations of the classes/instructors

Period of Performance

Subject to other contract provisions, the period of performance under this contract will be from: **September 1, 2023 through June 30, 2025**

Compensation/Payment

College shall pay an amount for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. PARTICIPATING AGENCIES' compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Compensation is based on the FTE rate set by the Washington State Board of Community and Technical Colleges (SBCTC) for each academic year, and shall be subject to change as per SBCTC updates to these rates.

Rate for Academic Year 2022–2023: \$3,384

<https://www.sbctc.edu/colleges-staff/programs-services/apprenticeship/apprenticeship-fees-registration>

Instruction

Maximum value for 1 allocated FTE for 2022–2023: \$3,384 - TBD for 2023–2024

WSFF JATC Provided Apprenticeship Instruction – Contract Payment

FTE Credits	Tuition rate @ \$59/credit + any fees paid from WSFF JATC to college	Per FTE Rate	Per FTE difference paid to the WSFF JATC, forwarded to the each member agency of the PARTICIPATING AGENCIES
45	\$2,665	\$3,384	\$719

Billing Procedures

1. COLLEGE will invoice the Washington State Board for Community and Technical Colleges (SBCTC) for tuition at the conclusion of grading each academic quarter. Tuition and fees will be assessed for each apprentice's successful completion of each course taken, viz apprentice is awarded a grade of: Satisfactory **or** minimum of 2.0 grade point **or** C grade. SBCTC will pay College full state FTE for number of participants and hours.
2. WSFF JATC will invoice College for FTE funds less tuition and fees, and will forward the remainder of FTE payment to each member agency of the PARTICIPATING AGENCIES.
3. NCRFA, as the owner and operator of the training facility used, will then invoice COLLEGE for 60% of all tuition paid (not college fees) to be paid toward facility rental upon completion of a class. The invoices shall describe and document, to the COLLEGE'S satisfaction, the work performed, the progress of the project, and fees.
4. Payment shall be considered timely if made by the payee within sixty (60) days after receipt of properly completed invoices. Payment shall be sent to the contacts designated in this agreement and updated as appropriate.

The COLLEGE may, in its sole discretion, terminate this Contract or withhold payments claimed by PARTICIPATING AGENCIES for services rendered if PARTICIPATING AGENCIES fail to materially comply with any term or condition of this contract. The COLLEGE shall notify PARTICIPATING AGENCIES in writing of any material noncompliance.

Any PARTICIPATING AGENCY may terminate its participation as a party under this Contract for an academic year by providing written notice to the COLLEGE and the other PARTICIPATING AGENCIES no later than ninety (90) days before the start of the academic year.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the COLLEGE.

The COLLEGE shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.

DUPLICATION OF BILLED COSTS: PARTICIPATING AGENCIES shall not bill COLLEGE for services performed under this contract, and the COLLEGE shall not pay PARTICIPATING AGENCIES, if the PARTICIPATING AGENCIES are entitled to payment or has been or will be paid by any other source, including grants, for that service.

DISALLOWED COSTS: PARTICIPATING AGENCIES are responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications regarding the performance of this Contract.

Contract Manager for WSFF JATC	Contract Manager for COLLEGE
<p>David Myers Executive Director 1405 SW 312th St Federal Way, WA 98023 Phone: 253-946-7331 Email: dmyers@wsffjafc.org Washington State UBI No.: 603 259 491 Federal EIN: 16-1717264</p> <p>Billing/Payment Contact CC: Kim Freyberg Kfreyberg@wsffjafc.org</p>	<p>Papken O'Farrell Director of Operations, Professional and Technical Education 2000 Tower St, M/S 32 Everett, WA 98201 Phone: 425-388-9591 Email: firescience@everettcc.edu EIN: Federal EIN: 91-0759103</p> <p>Billing/Payment Contact CC: EvCC Accounts Payable EvCCAP@everettcc.edu</p>

Contract Manager for Everett Fire	Contract Manager for Marysville Fire
Dave DeMarco Fire Chief City of Everett Fire Department 2801 Oakes Ave Everett, WA 98201 Phone: 425-257-8100 Email: DDemarco@everettwa.gov Washington State UBI: 313-000-656 Federal EIN: 916001248 Billing/Payment Contact CC: Val Manuel VManuel@everettwa.gov	Ned Vander Pol Fire Chief Marysville Fire District Regional Fire Authority 1635 Grove Street Marysville, WA 98270 Phone: 360-363-8500 Email: nvanderpol@mfdrra.org Washington State UBI: 604-447-968 Federal EIN: 35-2293045 Billing/Payment Contact CC: Chelsie McInnis cmcinnis@mfdrra.org
Contract Manager for NCRFA	
Randy Krumm, Finance Manager Station #99 8117 267th St NW Stanwood, WA 98292 Phone: 360.629.2184 E-mail: rkrumm@northcountyfireems.com Washington State UBI: 601-308-589 Federal EIN: 26-0804770	

INSURANCE

[This entire section "INSURANCE" does not apply to the City of Everett ("Everett Fire") as the City of Everett is self-insured.]

PARTICIPATING AGENCIES shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the PARTICIPATING AGENCIES or subcontractor, or agents of either, while performing under the terms of this contract.

The insurance required shall be issued by an insurance company(s) authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy(s). All policies shall be primary to

any other valid and collectable insurance. PARTICIPATING AGENCIES shall instruct the insurers to give COLLEGE 30 days advance notice of any insurance cancellation.

Each PARTICIPATING AGENCY shall each submit to COLLEGE within 30 days of the contract effective date, a certificate of insurance which outlines the coverage and limits defined in the Insurance section. Each PARTICIPATING AGENCY shall submit renewal certificates as appropriate during the term of this Contract.

Each PARTICIPATING AGENCY shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

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

Automobile Liability: In the event that services delivered pursuant to this contract involve the use of vehicles, owned or operated by PARTICIPATING AGENCIES, automobile liability insurance shall be required. The minimum limit for automobile liability is: \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage

Professional Liability, Errors and Omissions Insurance: Each PARTICIPATING AGENCY shall maintain Professional Liability or Errors and Omissions Insurance. Each PARTICIPATING AGENCY shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all program activities by such PARTICIPATING AGENCY and licensed staff employed or under contract to such PARTICIPATING AGENCY. The state of Washington, its agents and employees need not be named as additional insureds under this policy.

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

NON-DISCRIMINATION

No person shall on the basis of race, color, national origin, citizenship, ethnicity, language, culture, age, sex, gender identity or expression, sexual orientation, pregnancy or parental status, marital status, actual or perceived disability, use of service animal, economic status, military or veteran status, spirituality or religion, or genetic information, be excluded from participation in, or be denied the benefits of, or otherwise be subjected to discrimination under

any activity performed pursuant to this agreement, as described in the Joint Apprenticeship Training Committee Standards and/or the policies and regulations of COLLEGE.

ASSURANCES

COLLEGE and PARTICIPATING AGENCIES agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the Exhibits listed below is by this reference hereby incorporated into this contract. 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 Special Terms and Conditions as contained in this basic contract instrument Exhibit A – General Terms and Conditions

ENTIRE AGREEMENT

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

CONFORMANCE

If any provision of this contract 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.

APPROVAL

This contract shall be subject to the written approval of the COLLEGE'S authorized representative and each PARTICIPATING AGENCY and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties. This contract may be signed in counterparts. Each party may sign this contract ink, by PDF scan, or by electronic signature (such as DocuSign or AdobeSign) and all such signatures are fully binding.

THIS CONTRACT, consisting of 8 pages and 2 attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

WSFF JATC Signator	Everett Community College Signator
Name:	Name:
Title:	Title:
Signature:	Signature:

City of Everett Signator	Marysville Fire Signator
Name:	Name:
Title:	Title:
Signature:	Signator:

NCRFA Signator
Name:
Title:
Signature:

Assistant Attorney General	
Name:	
Designation:	
Signature:	

APPROVED AS TO FORM:

Assistant Attorney General

EXHIBIT A

GENERAL TERMS AND CONDITIONS

DEFINITIONS – As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) "Client" shall mean an individual receiving services under this contract.
- (b) "Cognizant State Agency" shall mean the state agency from whom the sub-recipient receives federal financial assistance. If funds are received from more than one state agency, the cognizant state agency shall be the agency who contributes the largest portion of federal financial assistance to the sub-recipient.
- (c) "Contractor" shall mean that agency, firm, provider, organization, individual or other entity performing services under this contract. It shall include any subcontractor retained by the prime Contractor as permitted under the terms of this agreement.
- (d) "Contracting Officer" shall mean that individual authorized to execute this agreement on behalf of the department.
- (e) "Department" shall mean the Everett Community College of the State of Washington, any division, section, office, unit or other entity of the department, or any of the officers or other officials lawfully representing that department.
- (f) "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- (g) "Subcontractor" shall mean one not an employee of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- (h) "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a

beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.

(i) A "Vendor" is an entity that agrees to provide the amount and kind of services requested by the Department; provides services under the contract only to those beneficiaries individually determined to be eligible by the Department and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

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

ASSIGNMENT – Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor without prior written consent of the Department.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY – If federal funds are the basis for this contract, the Contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

CHANGE IN STATUS – In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify the Department of the change. Contractor shall provide notice as soon as practicable, but no later than thirty days after such a change takes effect.

CHANGES AND MODIFICATIONS – The Contracting Officer may, at any time, by written notification to the Contractor, and without notice to any known guarantor or surety, make changes within the general scope of the services to be performed under the contract. If the Contractor agrees to such changes, a written contract amendment reflecting such change shall be executed by the parties. An equitable adjustment in cost or period of performance or both may be made if required by the change. Any claim for adjustment in price or period of performance must be received within thirty (30) days of the Contractor's receipt of the change notice.

The Contracting Officer may, however, receive and act upon any such claim at any time prior to final payment under the contract at his/her discretion.

Failure to agree to any adjustment made under this section shall be an issue and may be reviewed as provided in the "Disputes" section of this agreement. Nothing in this section shall excuse the Contractor from proceeding with the contract as changed.

CONFLICT OF INTEREST – The Department may, in its sole discretion, by written notice to the Contractor terminate this contract if it finds after due notice and examination by the contracting Officer that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under, this contract.

COVENANT AGAINST CONTINGENT FEES – The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Contractor for the purpose of securing business. The Department shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

In the event this contract is terminated as provided above, the Department shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the department provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Contracting Officer makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

DISPUTES –

Option 1 Dispute Resolution Board

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, any party may request a dispute resolution board (DRB). A request for a DRB must be in writing, state the disputed issue(s), state the relative positions of the parties and be sent to all parties. Parties must provide a response within 14 days. Once a party requests a DRB, each party shall designate a representative. The representatives shall mutually select a third member (or an additional member for disputes involving more than 2 parties). The DRB shall evaluate the facts, contract terms and applicable

statutes and rules and make a determination by majority vote. The decision is binding on all parties.

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

Option 2 Dispute Hearing

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the [Agency/ Director of Agency or his or her designee].

1. The request for a dispute hearing must:
 - a. be in writing;
 - b. state the disputed issues;
 - c. state the relative positions of the parties;
 - d. state the Contractor's name, address, and contract number; and
 - e. be mailed to the agent and the other party's (respondent's) Contract Manager within 3 working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requestor's statement to both the agent and the requestor within 5 working days.
3. The agent shall review the written statements and reply in writing to both parties within 10 working days. The agent may extend this period if necessary by notifying the parties.
4. The decision shall be admissible in any succeeding judicial or quasi-judicial proceeding.
5. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Option 3 Mediation

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in a mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. The parties agree that mediation shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, a dispute resolution board, or arbitration.

GOVERNING LAW – This contract 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 Snohomish County.

INDEMNIFICATION – Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

INDEPENDENT CAPACITY – The parties intend that an independent Contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the Department. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of the Department or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

INDUSTRIAL INSURANCE COVERAGE – The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Department may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Department may

- deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by Department under this contract, and
- transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services.

This provision does not waive any of L&I's rights to collect from the Contractor.

LICENSING AND ACCREDITATION STANDARDS - The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary in the performance of this contract.

LIMITATION OF AUTHORITY - Only the Contracting Officer or his/her 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 contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Contracting Officer.

NONDISCRIMINATION – During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy this contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Department. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

OVERPAYMENTS AND ASSERTION OF LIEN - In the event that the department establishes overpayments or erroneous payments made to the Contractor under this contract, the department may secure repayment, plus interest, if any, through the filing of a lien against the Contractor's real property, or by requiring the posting of a bond, assignment of deposit, or some other form of security acceptable to the department, or by doing both.

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

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

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

RECORDS, DOCUMENTS, AND REPORTS – The Contractor shall maintain all books, records, documents, data and other evidence relating to this contract 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 contract. Contractor 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 Contract, shall be subject at all reasonable times to inspection, review or audit by the Department, personnel duly authorized by the Department, 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.

REGISTRATION WITH DEPARTMENT OF REVENUE – The Contractor shall complete registration with the Department of Revenue, General Administration Building, Olympia WA 98504, and be responsible for payment of all taxes due on payments made under this contract.

RIGHT OF INSPECTION - The Contractor shall provide right of access to its facilities to the Department or any of its officers at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract on behalf of the department. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.

RIGHTS IN DATA - Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the department. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

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

SAFEGUARDING OF INFORMATION –

The Contractor shall not use or disclose any Personal Information gained by reason of this contract, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract except (1) with prior written consent of the Department, or (2) as may be required by law. The Contractor shall safeguard such information and shall return or certify destruction of the information upon contract expiration or termination.

SAVINGS - In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the department may terminate the contract under the "Termination for Convenience" clause, without advance notice, subject to renegotiation at the Department's discretion under those new funding limitations and conditions.

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

SINGLE AUDIT ACT REQUIREMENTS – If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance Numbers. The Contractor shall make the Contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DSHS, and the Washington State Auditor's Office. The Contractor shall incorporate OMB Circular A-133 audit requirements into all contracts between the Contractor and its Subcontractors who are subrecipients. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

If the Contractor expends \$300,000 or more in federal awards from any and/or all sources in any fiscal year beginning after June 30, 1996, the Contractor shall procure and pay for a single or program-specific audit for that year. Upon completion of each audit, the Contractor shall submit to the Contracting Officer named in this contract the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable).

NOTE: The single audit requirements above do not apply to "vendors" (as defined in this contract) who provide goods or services.

SUBCONTRACTING – Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Department. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Department for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this contract.

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

TERMINATION FOR DEFAULT – The Contracting Officer may terminate this contract for default, in whole or in part, by written notice to the Contractor if the department has a reasonable basis to believe that the Contractor has:

- Failed to meet or maintain any requirement for contracting with the department;
- Failed to ensure the health or safety of any client for whom services are being provided under this contract;
- Failed to perform under, or otherwise breached, any term or condition of this contract; and/or
- Violated any applicable law or regulation.

If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

TERMINATION PROCEDURE – Upon termination of this contract the department, in addition to any other rights provided in this contract, may require the Contractor to deliver to the department any property specifically produced or acquired for the performance of such part of this agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The department shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the department and the amount agreed upon by the Contractor and the Contracting Officer 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 the department, and (d) the protection and preservation of the property, unless the termination is for default, in which case the Contracting Officer shall determine the extent of the liability of the department. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this agreement.

The department may withhold from any amounts due the Contractor for such completed work or services such sum as the Contracting Officer determines to be necessary to protect the department against potential loss or liability.

The rights and remedies of the department provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:

1. Stop work under the agreement on the date and to the extent specified in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete such portion of the work not terminated;
3. Assign to the department, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the rights, titles, and interest of the Contractor under the orders and subcontracts in which case the department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer to the extent he/she may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the department and deliver, in the manner, at the times and to the extent as directed by the Contracting Officer, any property which, if the contract had been completed, would have been required to be furnished to the department;
6. Complete performance of such part of the work not terminated by the Contracting Officer; and,
7. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this agreement which is in the possession of the Contractor and in which the department has or may acquire an interest.

TREATMENT OF ASSETS –

(a) Title to all property financed or furnished by the department shall remain in the department. Title to all property purchased by the Contractor, for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the department upon delivery of such property to the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under the contract, shall pass to and vest in the department upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the department in whole or in part, whichever first occurs.

(b) Any property of the department furnished to the Contractor shall, unless otherwise provided herein, or approved by the Department, be used only for the performance of this contract.

(c) The Contractor shall be responsible for any loss or damage to property of the department which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

(d) If any department property is lost, destroyed, or damaged, the Contractor shall notify the Department and shall take all reasonable steps to protect the property from further damage.

(e) The Contractor shall surrender to the department all property of the department prior to settlement upon completion, termination or cancellation of this agreement.

(f) All reference to the Contractor under this clause shall include Contractor's employees, agents or subcontractors.

WAIVER OF DEFAULT – Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Waiver shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by the Contracting Officer of the department.

EXHIBIT B

Fire Science - Associate Faculty Pool, Firefighter Academy

[Bookmark this Posting](#) | [Print Preview](#) | [Apply for this Job](#)

Please see Special Instructions for more details.

Posting Details

Posting Number:	02291
Job Title:	Fire Science - Associate Faculty (Pool Posting), Firefighter Academy
Department:	Professional and Technical Education
Job Summary /Basic Function:	<p>Everett Community College (EvCC) is building a pool of qualified applicants interested in introductory teaching opportunities in the EvCC Fire Science program by teaching part-time in the FIRE 100 Firefighter Academy. The Fire Science program is designed to prepare students for competitive entry into careers as firefighters and those seeking mid-career advancement opportunities. Interested in training the next generation of firefighters? Join our team!</p> <p>The EvCC Firefighter Academy offers students the opportunity to earn 22.5 elective credits and the professional IFSAC certifications of Firefighter I, Firefighter II, Hazardous Materials Awareness, and Hazardous Materials Operations. Successful applicants will demonstrate a thorough knowledge of certification standards as well as local fire department best practices and know-how, the flexibility and awareness to fit with the teaching culture of the EvCC Firefighter Academy, and demonstrating professional conduct to the students of the Fire Science program, which is both academic and professional-technical in nature.</p> <p>This position reports to the Associate Vice President of Professional & Technical Education, with day-to-day facilitation by the Lead Instructor and Class Coordinator of the EvCC Firefighter Academy. Successful applicants must perform all duties in accordance with the AFT Faculty Contract and College policy and respectfully interact with students, staff and faculty, and other internal/external stakeholders. This position does not supervise others.</p>
Minimum Qualifications:	<ul style="list-style-type: none">• 6 months of experience as a full-time firefighter or 1 year of experience as a part-time firefighter. (More experience is required for associate faculty who instruct other courses as lead in the EvCC Fire Science program).• Must be certified as International Fire Service Accreditation Congress (IFSAC) Instructor-level 1, or have an associate degree in Fire Science or related field.• Must provide three (3) professional references• Basic Life Support (BLS) Provider certified

Preferred Qualifications:	<ul style="list-style-type: none"> • Prior teaching experience • Experience using online learning platforms (e.g. Canvas, Blackboard, etc.) • Advanced IFSAC certification(s) and/or Emergency Medical Technician (EMT) Certification • Supervisory experience as a firefighter, or specialized field (e.g. fire investigations, etc. • Associate degree in Fire Science or related field
Physical Demands	<p>Everett Community College follows the Americans with Disabilities Act (ADA) and provides the following information as a guideline for applicants:</p> <ul style="list-style-type: none"> • Ability to operate office equipment • Ability to read and verify data and prepare various materials • Ability to exchange information on the phone or in person
Work Hours:	Variable
Posting Date:	09/25/2021
Closing Date:	
Open Until Filled	Yes
Special Instructions to Applicants:	<p>Drug-Free Campus</p> <p>In compliance with federal and state regulations, EvCC is committed to a safe and drug-free campus. Employees are required to comply with EvCC's policy prohibiting illegal drug use or activity, including notification of criminal drug convictions and the use of prescription drugs or over-the-counter medications that are likely to affect job safety.</p> <p>The complete policy is available at the EvCC Policies page. If you would like a printed copy of the policy, or if you have any questions, please contact the Human Resources Department at 425-388-9229.</p> <p>Safety and Security</p> <p>EvCC strives to be a safe, secure and prepared campus for our students, staff and community. Detailed information regarding campus security, crime statistics for the most recent three year period, and other information is available on the Campus Safety, Security and Emergency Management page.</p> <p>This information is required by law and is provided by the EvCC Security Department. If you would like a printed copy of this information, you may contact the Security Department at (425) 388-9990.</p>
Salary	Lecture/15-Mode: \$101.39/hr; Lab/20-Mode: \$76.04/hr (approximately)

Supplemental Questions

Required fields are indicated with an asterisk (*).

1. * How did you hear about this opening?
 - WorkSource
 - Indeed.com
 - HigherEdJobs.com
 - SBCTC jobs page
 - Heraldnet
 - Craigslist
 - Other online advertisement
 - Facebook
 - LinkedIn
 - Other social media site
 - Newspaper, Magazine, or other print advertisement
 - Job Fair
 - Referred by an EvCC employee
 - Referred by another contact
 - Other
 - Direct search on EvCC web site
2. * Do you have at least an AA Degree in Fire Science from an accredited college (training and experience can be substituted for education)?
 - Yes
 - No
3. * Do you have at least five years of practical experience in Fire Science or related field emphasizing training, supervision, firefighting, EMT or Hazardous Material handling?
 - Yes
 - No

Required Documents

Required Documents

1. Resume
2. Cover Letter
3. Transcripts

Optional Documents

1. Certificate
2. Letter of Reference 1
3. Other Document

Project title: An Ordinance closing a special improvement project entitled “17th Street Interceptor Upgrades” Fund 336, Program 020, as established by Ordinance No. 3806-21.

Council Bill #

CB 2311-63

Agenda dates requested:

12/6/23, 12/13/23, 12/20/23

Briefing

Proposed action ☒ X

Consent

Action ☒ XOrdinance ☒ X

Public hearing

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

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Ryan Sass

Phone number:

(425) 257-8942

Email:

rsass@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Closing Ordinance**Project:** 17th Street Interceptor Upgrades**Partner/Supplier:****Location:** 17th Street**Preceding action:** Ordinance No. 3806-21, approved 5/26/21**Fund:** 336 - Water & Sewer System Improvements Fund**Fiscal summary statement:**

The predesign analysis was completed at a cost of \$76,006 and a balance transfer to Fund 401- Water and Sewer Utility Fund in the amount of \$473,994 for total costs of \$550,000.

Project summary statement:

Initial work included the analysis of flow control strategies to analyze and address potential impacts downstream. It was anticipated that initial modeling would require the installation of approximately 1,500 linear feet of new sewer pipe. Initial modeling and analysis of flow data demonstrated that the installation of additional pipe was not necessary at this time.

Recommendation (exact action requested of Council):

An Ordinance closing a Special Improvement Project entitled “17th Street Interceptor Upgrades” Fund 336, Program 020, as established by Ordinance No. 3806-21.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “17th Street Interceptor Upgrades” Fund 336, Program 020, as established by Ordinance No. 3806-21.

WHEREAS,

- A.** The special improvement project entitled “17th Street Interceptor Upgrades” Fund 336, Program 020, was established to provide for identified improvements.
- B.** Ordinance No. 3806-21 provided funding for a project that has since been abandoned.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “17th Street Interceptor Upgrades” Fund 336, Program 020, as established by Ordinance No. 3806-21 be closed.

Section 2. That the final expenses and revenues for the “17th Street Interceptor Upgrades” Fund 336, Program 020 are as follows:

A. Expense	
Predesign Analysis	\$ 76,006
Remaining Balance Transfer to Fund 401	<u>473,994</u>
Total Expenses	\$550,000

B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	<u>\$550,000</u>
Total Funds	\$550,000

Section 3. There are no financial transactions remaining.

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 relating to updating the Everett Municipal Criminal Code, Title 10 amending EMC 10.02.265, 10.18.025, 10.23.050, and 10.78.110 and creating new sections of EMC 10.16 and EMC 10.78.

Council Bill # *interoffice use*

CB 2311-64

Agenda dates requested:

12/06, 12/13, 12/20

Briefing 12/06

Proposed action 12/13

Consent

Action 12/20

Ordinance X

Public hearing

Budget amendment:**PowerPoint presentation:****Attachments:**

Ordinance

Department(s) involved:

Legal

Contact person:

Lacey Offutt

Phone number:

425-257-8528

Email:

loffutt@everettwa.gov

Initialed by:*DH*

Department head

Administration

Council President

Project: An ordinance relating to updating the Everett Municipal Criminal Code**Partner/Supplier:** NA**Location:** Everett, WA**Preceding action:** NA**Fund:** NA**Fiscal summary statement:**

NA

Project summary statement:

This ordinance will update and amend several sections of the Everett Municipal Criminal Code, Title 10, adopting by reference several state law updates in order to bring the EMC into parity with state law. Specifically, the ordinance updates the legal definition of "unlawful harassment," updates and adopts the crime of Cyber Harassment, updates the law regarding the Possession of Dangerous Weapons on School Facilities, adopts the crime of Possession of Dangerous Weapons on a Childcare (i.e. daycare or preschool) Premises, and adopts criminal penalties for the crime of Hazing consistent with state law.

Recommendation (exact action requested of Council):

Adopt an ordinance amending EMC 10.02.265, 10.18.025, 10.23.050, and 10.78.110 and creating new sections of EMC 10.16 and EMC 10.78.



ORDINANCE NO. _____

An ORDINANCE Relating to the Everett Municipal Criminal Code, Title 10 EMC; amending EMC 10.02.265, 10.18.025, 10.23.050, and 10.78.110; and creating new sections of Chapter 10.16 EMC and Chapter 10.78 EMC.

WHEREAS,

- A. The Washington State Legislature from time-to-time amends and updates various criminal laws of the State of Washington.
- B. The Everett Municipal Court enjoys exclusive original jurisdiction over all criminal violations of duly adopted city ordinances, per RCW 3.50.020.
- C. The City of Everett may adopt state law via city ordinance into the city code and therefore exercise original jurisdiction over criminal behavior occurring within the city limits of Everett.
- D. The Everett City Council deems it appropriate to adopt the revisions proposed herein to keep the Everett Municipal Code consistent with State Law in relation to enforcement of criminal violations of the affected sections.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. EMC 10.02.265 is amended as follows:

“Unlawful harassment” means a knowing and willful course of conduct directed at a specific person which seriously alarms, annoys, ~~harasses~~ torments, or is detrimental to such person, and which serves no legitimate or lawful purpose. ~~The course of conduct shall be such as would cause a reasonable person to suffer substantial emotional distress, and shall actually cause substantial emotional distress to the petitioner, or, when the course of conduct is contact by a person over age eighteen that would cause a reasonable parent to fear for the well-being of their child.~~

Section 2. EMC 10.18.025 is amended as follows:

10.18.025 Cyberstalking Harassment.

A. RCW 9A.90.120, as currently enacted or later amended, is adopted by reference as if set forth in full herein.

~~A. A person is guilty of cyberstalking if he or she, with intent to harass, intimidate, torment, or embarrass any other person, and under circumstances not constituting telephone harassment, makes an electronic communication to such other person or a third party:~~

- ~~1. Using any lewd, lascivious, indecent, or obscene words, images or language, or suggesting the commission of any lewd or lascivious act;~~
 - ~~2. Anonymously or repeatedly, whether or not conversation occurs; or~~
 - ~~3. Threatening to inflict injury on the person or property of the person called or any member of his or her family or household.~~
- B. ~~Cyberstalking harassment~~ is a gross misdemeanor, except as provided in RCW ~~9A.90.120(2)(b) 9.61.260(3)~~ as now or hereafter amended.
- C. ~~For purposes of this chapter, “electronic communication” means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means. “Electronic communication” includes, but is not limited to, electronic mail, Internet-based communications, pager service, and electronic text messaging.~~

Section 3. EMC 10.23.050 is amended as follows:

As used in this chapter, “harassment” may include but is not limited to any of the following crimes:

- A. Harassment (Chapter 10.23 EMC);
- B. Telephone harassment (EMC 10.18.010);
- C. Assault (EMC10.16.010);
- D. Reckless endangerment (EMC 10.16.020);
- E. Coercion (EMC10.16.040);
- F. Criminal trespass in the first degree (EMC10.68.030);
- G. Criminal trespass in the second degree (EMC 10.68.040);
- H. Criminal mischief (EMC 10.66.040);
- I. Interference with property (EMC 10.66.020);
- J. Stalking (EMC 10.16.050);
- K. ~~Cyberstalking harassment~~ (EMC 10.18.025);
- L. Disclosing intimate images (EMC 10.18.027);
- M. Violation of a temporary, permanent, or final protective order issued pursuant to Chapter 7.90, 7.105, 9A.46, 10.14, 10.99, 26.09, or 26.50 RCW.

Section 4. EMC 10.78.110 is amended as follows:

RCW 9.41.280, as currently enacted or later amended, is adopted by reference as if set forth in full herein. For the purposes of this section, the definitions of RCW 9.41.010, as now or hereafter amended, shall apply.

- A. ~~It is unlawful for a person to carry onto, or to possess on, public or private elementary or secondary school premises, school-provided transportation, or areas of facilities while being used exclusively by public or private schools:~~
- ~~1. Any firearm;~~
 - ~~2. Any other dangerous weapon as defined in RCW 9.41.250 as now or hereafter amended;~~



3. Any device commonly known as “nun-chu-ka sticks,” consisting of two or more lengths of wood, metal, plastic, or similar substance connected with wire, rope, or other means;

4. Any device, commonly known as “throwing stars,” which are multipointed, metal objects designed to embed upon impact from any aspect; or

5. Any air gun, including any air pistol or air rifle, designed to propel a BB, pellet, or other projectile by the discharge of compressed air, carbon dioxide, or other gas.

B. Any such person violating subsection A of this section is guilty of a gross misdemeanor. If any person is convicted of a violation of subsection (A)(1) of this section, the person shall have his or her concealed pistol license, if any, revoked for a period of three years. Anyone convicted under this subsection is prohibited from applying for a concealed pistol license for a period of three years. The court shall send notice of the revocation to the Department of Licensing, and the city, town, or county which issued the license.

C. Subsection A of this section does not apply to:

1. Any student or employee of a private military academy when on the property of the academy;
2. Any person engaged in military, law enforcement, or school district security activities;
3. Any person who is involved in a convention, showing, demonstration, lecture, or firearms safety course authorized by school authorities in which the firearms of collectors or instructors are handled or displayed;
4. Any person while the person is participating in a firearms or air gun competition approved by the school or school district;
5. Any person in possession of a pistol who has been issued a license under RCW 9.41.070, or is exempt from the licensing requirement by RCW 9.41.060, while picking up or dropping off a student;
6. Any nonstudent at least eighteen years of age legally in possession of a firearm or dangerous weapon that is secured within an attended vehicle or concealed from view within a locked unattended vehicle while conducting legitimate business at the school;
7. Any nonstudent at least eighteen years of age who is in lawful possession of an unloaded firearm, secured in a vehicle while conducting legitimate business at the school; or
8. Any law enforcement officer of the federal, state, or local government agency.

D. Subsections (A)(3) and (A)(4) of this section do not apply to any person who possesses nun-chu-ka sticks, throwing stars, or other dangerous weapons to be used in martial arts classes authorized to be conducted on the school premises.

E. Except as provided in subsections (C)(2), (C)(3), (C)(6) and (C)(8) of this section, firearms are not permitted in a public or private school building.

F. “GUN-FREE ZONE” signs shall be posted around school facilities giving warning of the prohibition of the possession of firearms on school grounds.

Section 5. Chapter 10.78 EMC is amended to add the following section:

EMC 10.78.XXX

Possessing Dangerous Weapons on Child Care Premises – Penalty – Exceptions.

RCW 9.41.282, as currently enacted or later amended, is adopted by reference as if set forth in full herein. For the purposes of this section, the definitions of RCW 9.41.010, as now or



hereafter amended, shall apply.

Section 6. Chapter 10.16 EMC is amended to add the following section:

EMC 10.16.XXX

Hazing.

RCW 28B.10.901, as currently enacted or later amended, is adopted by reference as if set forth in full herein. For the purposes of this section, the definitions of RCW 28B.10.016 and RCW 28B.10.900, as now or hereafter amended, shall apply.

Section 7. 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 8. 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 9. 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 10. 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 “Grand Avenue Utilities Replacement” Fund 336, Program 014, as established by Ordinance No. 3762-20.

Council Bill #

CB 2311-65

Agenda dates requested:

12/6/23, 12/13/23, 12/20/23

Briefing

Proposed action ☒ X

Consent

Action ☒ XOrdinance ☒ X

Public hearing

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

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Ryan Sass

Phone number:

425-257-8942

Email:

rsass@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Closing Ordinance**Project:** Grand Avenue Utilities Replacement**Partner/Supplier:****Location:** Grand Avenue between 19th Street and Hewitt Avenue**Preceding action:** Ordinance No. 3762-20, approved 6/24/20**Fund:** 336 – Water & Sewer System Improvements Fund**Fiscal summary statement:**

This project incurred no expenses and received no revenues.

Project summary statement:

The initial purpose of this project was to replace aging combined sewer mains and make drainage modifications for future separation from sanitary sewer on Grand Avenue between Hewitt Avenue and 19th Street. To adhere to emerging regulatory and compliance requirements, this project will be incorporated into the Port Gardner Storage Facility (PGSF) and will not be completed as a standalone project.

Recommendation (exact action requested of Council):

An Ordinance closing a special improvement project entitled “Grand Avenue Utilities Replacement” Fund 336, Program 014, as established by Ordinance No. 3762-20.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Grand Avenue Utilities Replacement” Fund 336, Program 014, as established by Ordinance No. 3762-20.

WHEREAS,

- A.** The special improvement project entitled “Grand Avenue Utilities Replacement” Fund 336, Program 014, was established to provide for identified improvements.
- B.** Ordinance 3762-20 provided funding for a project that has since been abandoned.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “Grand Avenue Utilities Replacement” Fund 336, Program 014, as established by Ordinance No. 3762-20 be closed.

Section 2. That the final expenses and revenues for the “Grand Avenue Utilities Replacement” Fund 336, Program 014, are as follows:

A. Expense	
Design and Construction	\$ 0
Remaining Balance Transfer to Fund 401	<u>11,200,000</u>
Total Expenses	\$11,200,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	<u>11,200,000</u>
Total Funds	\$11,200,000

Section 3. There are no financial transactions remaining.

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 "Lift Station #15 and Shore Avenue Forcemain" Fund 336, Program 005, as established by Ordinance No. 3725-20.

Council Bill #

CB 2311-66

Agenda dates requested:

12/6/23, 12/13/23, 12/20/23

Briefing

Proposed action ☒ X

Consent

Action ☒ XOrdinance ☒ X

Public hearing

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

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Closing Ordinance**Project:** Lift Station #15 and Shore Avenue Forcemain**Partner/Supplier:** Redtail, LLC**Location:** Shore Avenue**Preceding action:** Ordinance No. 3725-20, approved on 1/29/2020**Fund:** 336 - Water & Sewer System Improvements Fund**Fiscal summary statement:**

The project was completed at a cost of \$1,332,912 and a balance transfer to Fund 401 – Water and Sewer Utility Fund in the amount of \$667,088 for total costs of \$2,000,000.

Project summary statement:

This project constructed a new sewer force main for approximately 2,600 linear feet along Shore Avenue.

Recommendation (exact action requested of Council):

An Ordinance closing a special improvement project entitled "Lift Station #15 and Shore Avenue Forcemain" Fund 336, Program 005, as established by Ordinance No. 3725-20.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Lift Station #15 and Shore Avenue Forcemain” Fund 336, Program 005, as established by Ordinance 3725-20.

WHEREAS,

- A.** The special improvement project entitled “Lift Station #15 and Shore Avenue Forcemain” Fund 336, Program 005, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “Lift Station #15 and Shore Avenue Forcemain” Fund 336, Program 005, as established by Ordinance No. 3725-20 be closed.

Section 2. That the final expenses and revenues for the “Lift Station #15 and Shore Avenue Forcemain” Fund 336, Program 005 are as follows:

A. Expense		
Design and Construction		\$1,332,912
Remaining Balance Transfer to Fund 401		<u>667,088</u>
Total Expenses		\$2,000,000
B. Source of Funds		
Fund 401 – Water/Sewer Utility Fund		<u>2,000,000</u>
Total Funds		\$2,000,000

Section 3. There are no financial transactions remaining.

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 “Maple Heights Bridge Seismic Retrofit” Fund 303, Program 113, as established by Ordinance No. 3603-18.

Council Bill #

CB 2311-67

Agenda dates requested:

12/6/23, 12/13/23, 12/20/23

Briefing

Proposed action ☒ X

Consent

Action ☒ XOrdinance ☒ X

Public hearing

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

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Closing Ordinance**Project:** Maple Heights Bridge Seismic Retrofit**Partner/Supplier:** Combined Construction**Location:** Maple Heights along Mukilteo Boulevard**Preceding action:** Ordinance No. 3603-18, approved on 5/9/2018**Fund:** 303 – Public Works Improvements**Fiscal summary statement:**

The project was completed at a cost of \$951,307 and a balance transfer to Fund 119 – Street Improvements Fund in the amount of \$114,964 for total costs of \$1,066,271.

Project summary statement:

This project provided seismic upgrades to the bridge at Maple Heights along Mukilteo Boulevard. Upgrades included transverse stop blocks and longitudinal seat extensions at abutments, steel pier column jacketing and grading and slope protection of abutment slopes.

Recommendation (exact action requested of Council):

An Ordinance closing a Special Improvement Project entitled “Maple Heights Bridge Seismic Retrofit” Fund 303, Program 113, as established by Ordinance No. 3603-18.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Maple Heights Bridge Seismic Retrofit” Fund 303, Program 113, as established by Ordinance No. 3603-18.

WHEREAS,

- A.** The special improvement project entitled “Maple Heights Bridge Seismic Retrofit” Fund 303, Program 113, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “Maple Heights Bridge Seismic Retrofit” Fund 303, Program 113, as established by Ordinance No. 3603-18 be closed.

Section 2. That the final expenses and revenues for the “Maple Heights Bridge Seismic Retrofit” Fund 303, Program 113 are as follows:

A. Expense

Design and Construction	\$ 951,307
Remaining Balance Transfer to Fund 119	<u>114,964</u>
Total Expenses	\$1,066,271

B. Source of Funds

Bridge Program – Federal Funds	\$ 810,481
Fund 119 – Street Improvements	<u>255,790</u>
Total Funds	\$1,066,271

Section 3. There are no financial transactions remaining.

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 “Reservoir No. 2 Replacement” Fund 336, Program 017, as established by Ordinance No. 3792-20.

Council Bill #

CB 2311-68

Agenda dates requested:

12/6/23, 12/13/23, 12/20/23

Briefing

Proposed action ☒ X

Consent

Action ☒ XOrdinance ☒ X

Public hearing

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

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Ryan Sass

Phone number:

425-257-8942

Email:

rsass@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Closing Ordinance**Project:** Reservoir No. 2 Replacement**Partner/Supplier:** Walsh Construction II, LLC**Location:** 702 Edwards Avenue**Preceding action:** Ordinance No. 3792-20, approved 12/30/2020**Fund:** 336 – Water & Sewer System Improvements Fund**Fiscal summary statement:**

The project was completed with design and construction costs of \$23,708,831.

This Ordinance authorizes an additional \$1,608,831 from Fund 401 – Water and Sewer Utility Fund.

Project summary statement:

This project replaced the aging infrastructure at Reservoir No. 2. The existing 107-year-old structure was replaced with a new storage reservoir to address the risk of catastrophic failure of the western and southern embankments which were in poor condition.

Recommendation (exact action requested of Council):

Adopt an Ordinance closing a Special Improvement Project entitled “Reservoir No. 2 Replacement” Fund 336, Program 017, as established by Ordinance No. 3792-20.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Reservoir No. 2 Replacement” Fund 336, Program 017, as established by Ordinance No. 3792-20.

WHEREAS,

- A.** The special improvement project entitled “Reservoir No. 2 Replacement” Fund 336, Program 017, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That the special improvement project entitled “Reservoir No. 2 Replacement” Fund 336, Program 017, as established by Ordinance No. 3792-20 be closed.

Section 2. That the final expenses and revenues for the “Reservoir No. 2 Replacement” Fund 336, Program 017 are as follows:

A. Expense	
Design and Construction	<u>23,708,831</u>
Total Expenses	\$23,708,831

B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	<u>23,708,831</u>
Total Funds	\$23,708,831

Section 3. There are no financial transactions remaining.

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 "SEI to SRI Intertie and SRO8 Rehabilitation" Fund 336, Program 010, as established by Ordinance No. 3735-20.

Council Bill #

CB 2311-69

Agenda dates requested:

12/6/23, 12/13/23, 12/20/23

Briefing

Proposed action ☒ X

Consent

Action ☒ XOrdinance ☒ X

Public hearing

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

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

425-257-8809

Email:

THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Closing Ordinance**Project:** SEI to SRI Intertie and SRO8 Rehabilitation**Partner/Supplier:** Allied Construction**Location:** 36th Street at Eclipse Mill Road**Preceding action:** Ordinance No. 3735-20, approved 3/11/2020**Fund:** 336 – Water & Sewer System Improvements Fund**Fiscal summary statement:**

The project was completed at a cost of \$1,200,308 and a balance transfer to Fund 401 – Water and Sewer Utility Fund in the amount of \$299,692 for total costs of \$1,500,000.

Project summary statement:

This project constructed a pipe connection between the South End Interceptor (SEI) and Snohomish River CSO Interceptor (SRI) providing capability to reroute flow and isolate portions of the existing SEI system, improving maintenance, repair and inspection capability.

This project also constructed rehabilitation improvements to the existing Snohomish River Outfall (SRO) 8 outfall pipe. The pipe was 105 years old and recent inspections confirmed that the pipe had serious defects and significant deterioration.

Recommendation (exact action requested of Council):

An Ordinance closing a Special Improvement Project entitled "SEI to SRI Intertie and SRO8 Rehabilitation" Fund 336, Program 010, as established by Ordinance No. 3735-20.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “SEI to SRI Intertie and SRO8 Rehabilitation” Fund 336, Program 010, as established by Ordinance No. 3735-20.

WHEREAS,

- A.** The special improvement project entitled “SEI to SRI Intertie and SRO8 Rehabilitation” Fund 336, Program 010, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. That the special improvement project entitled “SEI to SRI Intertie and SRO8 Rehabilitation” Fund 336, Program 010, as established by Ordinance No. 3735-20 be closed.

Section 2. That the final expenses and revenues for the “SEI to SRI Intertie and SRO8 Rehabilitation” Fund 336, Program 010 are as follows:

A. Expense	
Design and Construction	\$1,200,308
Remaining Balance Transfer to Fund 401	<u>299,692</u>
Total Expenses	\$1,500,000
 B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	<u>1,500,000</u>
Total Funds	\$1,500,000

Section 3. There are no financial transactions remaining.

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: Adopt an Ordinance relating to public health and safety creating a sentence enhancement Ordinance applicable at the prosecutor's option for certain qualifying crimes when necessary preconditions have been met.

Council Bill # *interoffice use*

CB 2311-70

Agenda dates requested:

12/06, 12/13, 12/20

Briefing 12/06

Proposed action 12/13

Consent

Action 12/20

Ordinance x

Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Ordinance

Department(s) involved:

Legal

Contact person:

Lacey Offutt

Phone number:

425-257-8528

Email:

loffutt@everettwa.gov

Project: Ordinance for Sentence Enhancement Option

Partner/Supplier: N/A

Location: Everett, WA

Preceding action: N/A

Fund: N/A

Fiscal summary statement:

N/A

Project summary statement:

This ordinance will add a new section to EMC Chapter 10.04 which may impose a sentence of 30 days upon conviction for the crimes of assault, harassment, use of a controlled substance in public, loitering for the purpose of engaging in drug related activity, theft, criminal mischief, trespass, or vehicle prowling if:

(1) the prosecutor elects to file a notice of seeking a repeat offender sentencing enhancement, **and**

(2) the defendant has two or more "prior offense" convictions within the preceding two years that occurred within Snohomish County.

Qualifying prior offenses include assault, harassment, use of a controlled substance in public, loitering for the purpose of engaging in drug related activity, theft, criminal mischief, trespass, or vehicle prowling, or any of those crimes' analogues in state, county, or city law.

Recommendation (exact action requested of Council):

Adopt an Ordinance relating to public health and safety creating a sentence enhancement Ordinance applicable at the prosecutor's option for certain qualifying crimes when necessary preconditions have been met.

Initialed by:

DH

Department head

Administration

Council President



ORDINANCE NO. _____

An ORDINANCE relating to criminal sentencing, AMENDING Chapter 10.04 EMC.

WHEREAS,

- A.** The Everett Community has been negatively affected by crimes such as theft, criminal trespass, criminal mischief, drug-related crimes, and assault.
- B.** These negative effects include financial loss, decreased public order, and decreased public safety.
- C.** Sentences for misdemeanor and gross misdemeanor criminal offenses should be proportional to both the seriousness of the crime and the prior criminal history, taking into consideration the individual's influence on the community, both positive and negative, and any mitigating factors contributing to the criminal behavior.
- D.** Sentences imposed on repeat offenders that appropriately account for persistent and recurring criminal activity interrupt the cycle of criminal activity and can contribute to increased public safety, decreased recidivism, and more positive long-term outlooks for both offenders and the community.
- E.** The City of Everett has the power to provide for the punishment of all practices dangerous to public health or safety, and to make necessary for the preservation of public health, peace, and good order, and to provide for the punishment of all persons charged with violating any city ordinance.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Chapter 10.04 EMC is amended to add the following section:

EMC 10.04.XXX

Repeat Offender Sentence Enhancement

- A.** At any time prior to trial, the prosecuting attorney may give notice that the City is seeking a Repeat Offender Sentence Enhancement upon conviction of any violation of EMC 10.16.010, EMC 10.23.010, EMC 10.35.120, EMC 10.37.010, EMC 10.56.030, EMC

10.66.040, EMC 10.68.030, EMC 10.68.040, or EMC 10.68.060, when, within the two years preceding the conviction, the defendant had, within the Snohomish County, Washington, two or more Prior Offenses.

B. Upon conviction for any of the crimes identified in Section 1(A) charged on or after the effective date of this section for which the city has provided notice that it is seeking a Repeat Offender Sentence Enhancement, the municipal court shall impose a sentence of no less than 30 days in jail.

C. A "Prior Offense" in this section means any of the following:

1. A conviction, including a deferred sentence, for a violation of EMC 10.16.010 or an equivalent state law, county ordinance, or city ordinance;
2. A conviction, including a deferred sentence, for a violation of EMC 10.23.010 or an equivalent state law, county ordinance, or city ordinance;
3. A conviction, including a deferred sentence, for a violation of EMC 10.35.120 or an equivalent state law, county ordinance, or city ordinance;
4. A conviction, including a deferred sentence, for a violation of EMC 10.37.010 or an equivalent state law, county ordinance, or city ordinance;
5. A conviction, including a deferred sentence, for a violation of EMC 10.56.030 or an equivalent state law, county ordinance, or city ordinance;
6. A conviction, including a deferred sentence, for a violation of EMC 10.66.040 or an equivalent state law, county ordinance, or city ordinance;
7. A conviction, including a deferred sentence, for a violation of EMC 10.68.030 or an equivalent state law, county ordinance, or city ordinance;
8. A conviction, including a deferred sentence, for a violation of EMC 10.68.040 or an equivalent state law, county ordinance, or city ordinance; or
9. A conviction, including a deferred sentence, or a violation of EMC 10.68.060 or an equivalent state law, county ordinance, or city ordinance;

PROVIDED, that where more than one Prior Offense is committed on the same date, such multiple Prior Offenses shall be treated as one offense for the purpose of this section.

D. The Prior Offenses supporting a Repeat Offender Sentence Enhancement shall be proved by preponderance of the evidence by verification by the court and/or City of the offender's criminal history as reported through the judicial information system or

otherwise available to the court or prosecutor, current to within five court days prior to sentence imposition.

- E. A defendant who otherwise would be subject to a sentence under Section 1(B) and who diverts through the municipal court's Mental Health Alternatives (MAP) program or Therapeutic Services Court (TSC), is subject to a sentence under Section 1(B) if he or she opts out of the program or fails to complete the program.

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.

Cassie Franklin, Mayor



ORDINANCE

Page 3 of 4

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance closing a special improvement project entitled "Water Main Replacement "W"" Fund 336, Program 023, as established by Ordinance No. 3813-21.

Council Bill #

CB 2311-71

Agenda dates requested:

12/6/23, 12/13/23, 12/20/23

Briefing

Proposed action ☒ X

Consent

Action ☒ XOrdinance ☒ X

Public hearing

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

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Closing Ordinance**Project:** Water Main Replacement "W"**Partner/Supplier:** Quilceda Excavation, Inc**Location:** Wilmington from Evergreen Way to 52nd St and Hoyt from 44th to 41st**Preceding action:** Ordinance No. 3813-21, approved on 7/14/21**Fund:** 336-Water & Sewer System Improvements Fund**Fiscal summary statement:**

The project was completed at a cost of \$1,863,974 and a balance transfer to Fund 401 – Water and Sewer Utility Fund in the amount of \$136,026 for total costs of \$2,000,000.

Project summary statement:

This project replaced aging segments of cast iron pipe that were prone to main breaks.

The location of the project was Wilmington Avenue from Evergreen Way to 52nd Street and Hoyt Avenue from 44th Street to 41st Street.

Recommendation (exact action requested of Council):

An Ordinance closing a Special Improvement Project entitled "Water Main Replacement "W"" Fund 336, Program 023, as established by Ordinance No. 3813-21.



ORDINANCE NO. _____

An ORDINANCE closing a special improvement project entitled “Water Main “W” Replacement” Fund 336, Program 023, as established by Ordinance No. 3813-21.

WHEREAS,

- A.** The special improvement project entitled “Water Main “W” Replacement” Fund 336, Program 023, was established to provide for identified improvements.
- B.** The purpose of the project has been accomplished and there are neither outstanding obligations to be paid nor uncollected revenues to be received.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. The special improvement project entitled “Water Main “W” Replacement” Fund 336, Program 023, as established by Ordinance No. 3813-21 be closed.

Section 2. That the final expenses and revenues for the “Water Main “W” Replacement” Fund 336, Program 023 are as follows:

A. Expense		
Design and Construction		\$1,863,974
Remaining Balance Transfer to Fund 401		<u>136,026</u>
Total Expenses		\$2,000,000
B. Source of Funds		
Fund 401 – Water/Sewer Utility Fund		<u>2,000,000</u>
Total Funds		\$2,000,000

Section 3. There are no financial transactions remaining.

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 creating a Special Improvement Project entitled “Lift Station #15” Fund 336, Program 041.

Council Bill #

CB 2312-75

Agenda dates requested:

12/6/23, 12/13/23, 12/20/23

Briefing

Proposed action ☒ X

Consent

Action ☒ XOrdinance ☒ X

Public hearing

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

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Plans & Systems Ordinance**Project:** Lift Station #15**Partner/Supplier:****Location:** Edgewater Park**Preceding action:** None**Fund:** 336 – Water and Sewer System Improvement Fund**Fiscal summary statement:**

The funding source for this project will be Fund 401 Water and Sewer Utility Fund. The programmed available funding for this project is \$3,000,000.

Project summary statement:

The southernmost segment of the Mukilteo Beach Interceptor is cast iron pipe constructed in the 1960s. It has deteriorated and is in a difficult location to repair and replace, therefore new sewer infrastructure is needed to redirect sewer flows. This project will collect flow from 413 single family homes and an upstream industrial area at a new sewer lift station, Lift Station #15 near Edgewater Park, and pump through a forcemain along Shore Avenue into a segment of the Interceptor in better condition to the northeast. Design of this project is coordinated with future projected needs identified in the 2024 Sewer Comprehensive Plan Update.

Recommendation (exact action requested of Council):

An Ordinance creating a Special Improvement Project entitled “Lift Station #15” Fund 336, Program 041.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Lift Station #15” Fund 336, Program 041, to accumulate all costs for the improvement.

WHEREAS,

- A.** The City of Everett is committed to a planned sewer infrastructure replacement program.
- B.** The City of Everett had identified the need and obtained funds to construct a sewer lift station.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 041, entitled “Lift Station #15” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

Section 2. Authorization is hereby granted for the “Public Works Director” or “City Engineer” under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the actions authorized in this ordinance

Section 3. The sum of \$3,000,000 is hereby appropriated to Fund 336, Program 041, “Lift Station #15” as follows:

A. Estimated Project Costs	\$3,000,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$3,000,000

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 relating to Business and Occupation tax, adopting the new revision to the B&O Tax Model Ordinance to incorporate SB 5199 changes to 35.102.150

Council Bill # *interoffice use*

CB 2312-76

Agenda dates requested:

12/13/2023, 12/20/2023

Briefing:

Proposed action: 12/13/2023

1st & 2nd Reading

Consent

Action

Ordinance: 12/20/2023 3rd &

Final Reading

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

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

Project: N/A

Partner/Supplier: N/A

Location: N/A

Preceding action: N/A

Fund:

Fiscal summary statement:

The net impact of this ordinance change is estimated to be revenue neutral.

Project summary statement:

Pursuant to RCW 35.102, cities which collect business and occupation tax must amend changes that are made to the AWC model ordinance. Senate Bill 5199 changed the definition in the model ordinance for newspaper printing and publishing, which will be effective January 1, 2024. This ordinance amends our section of EMC 3.24.078 to align with Senate Bill 5199.

Recommendation (exact action requested of Council):

Adopt an Ordinance relating to Business and Occupation tax, adopting the new revision to the B&O Tax Model Ordinance to incorporate SB 5199 changes to 35.102.150.



ORDINANCE NO. _____

An ORDINANCE relating to Business and Occupation tax to incorporate SB 5199 changes to RCW 35.102.150, amending EMC 3.24.078

WHEREAS,

- A.** Chapter 35.102 RCW requires business and occupation tax cities to coordinate with the Association of Washington Cities to develop a model ordinance for the administration of business and occupation tax in order to promote greater uniformity and foster a positive business climate.
- B.** The City must amend its code to reflect the changes made to the Association of Washington Cities model ordinance.
- C.** Senate Bill 5199 changed the definition in the model ordinance for newspaper printing and publishing and will be effective January 1, 2024,

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. EMC 3.24.078 is hereby amended as follows:

Notwithstanding RCW 35.102.130, effective January 1, 2008, gross income from the activities of printing, and of publishing newspapers, periodicals, or magazines, shall be allocated to the principal place in this state from which the taxpayer's business is directed or managed. As used in this section, until December 31, 2023, the activities of printing, and of publishing newspapers, periodicals, or magazines, have the same meanings as attributed to those terms in RCW 82.04.280(1) by the Department of Revenue. Beginning January 1, 2024, until January 1, 2034, as used in this section, the activities of printing, and of publishing newspapers and periodicals or magazines are those activities to which the exemption in RCW 82.04.759 and the tax rate in RCW 82.04.280(1)(a) apply.

Section 2. The following is provided for reference and may not be complete:

EMC Amended	Ordinance History of EMC Amended by this Ordinance
EMC 3.24.078	(Ord. 3711-19 § 1, 2019)

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.

Section 6. 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: 2024 Lodging Tax Funding Allocations

Council Bill # *interoffice use*

Agenda dates requested:

12/20/2023

Briefing

Proposed action

Consent

Action ☒

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Funding Resolution

Department(s) involved:

Community Development

Contact person:

Tyler Chism

Phone number:

425-257-7107

Email:

tchism@everettwa.gov

Initialed by:

JW

Department head

Administration

Council President

Project: 2024 Lodging Tax Funding Allocations

Partner/Supplier: N/A

Location:

Preceding action: 2024 Budget Approval; Lodging Tax Advisory Committee Public Meeting
12/8/2023

Fund: 138 hotel/motel tax

Fiscal summary statement:

The City annually allocates hotel/motel tax funds, generated from paid accommodations to tourism-promoting projects as guided by RCW 67.28.1816. The Lodging Tax Advisory Committee recommends a 2024 expenditure of \$1,010,000, resulting in an ending fund balance of \$863,905.

Project summary statement:

The Lodging Tax Advisory Committee met on December 8, 2023 to review the annual long-term obligations of the Hotel Motel Fund, and the grant applications for the 2024 LTAC grant cycle.

They recommended the following allocations for funding:

- \$570,000 for grants awarded to 25 non-profits for programs and events that promote tourism and attract visitors to stay in paid overnight lodging.
- \$170,000 for tourism promotion and marketing via the City's destination marketing organization (DMO), Visit Everett.
- \$170,000 for tourism programming via the City's placemaking and events.
- \$100,000 for the Public Facilities District (Everett Events Center).

The Resolution supporting this action includes recommendations for funding allocation in 2024 not to exceed \$1,010,000.

Recommendation (exact action requested of Council):

Adopt Resolution concerning allocation of 2024 Lodging Tax Funds.



RESOLUTION NO. _____

A RESOLUTION concerning Allocation of 2024 Lodging Tax Funds

WHEREAS,

- A. In accordance with RCW 67.28.1816 and the Everett Municipal Code, the Lodging Tax Advisory Committee (LTAC) of the City of Everett is mandated to annually provide recommendations to the Everett City Council regarding the allocation of lodging tax funds.
- B. The City administers an annual competitive grant program enabling organizations to apply for this funding, specifically aimed at promoting tourism within the City of Everett.
- C. The City retains part of the allocation for tourism promotions and marketing programs that promote tourism and operational expenses for the Public Facilities District
- D. LTAC has reviewed the 2024 LTAC Grant applications and held a public meeting on December 8, 2023, to deliberate and form a consensus on recommendations for allocations.
- E. The City Council has reviewed the recommendations from the LTAC.

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

1. The City Council approves funding amounts for the following organizations for 2024 LTAC Grants, in the total of \$570,000:

Organization	Program	Funding
AMGRAF (APEX)	Mental Wellness Summit	\$6,000.00
AMGRAF (APEX)	Preserve the Kulture 2024	\$10,000.00
Apex Racing	2024 Everett Performance Omnium	\$20,000.00
Courtyard Media	Geek Fest West	\$30,000.00

Organization	Program	Funding
Cruzin' to Colby	Cruzin' to Colby Car Show	\$40,000.00
Cruzin' to Colby	Rock the Boat Waterfront Concert	\$5,000.00
Downtown Everett Association	Salty Sea Days	\$15,000.00
Downtown Everett Partners	Downtown Flower Program	\$7,500.00
Eventuris	Everett 3 on 3 Basketball Tournament	\$25,000.00
Everett 4th of July Foundation	Everett 4th of July Parade	\$7,000.00
Everett Pride	Everett Pride Block Party	\$10,000.00
Evergreen Arboretum	Wintertide Lights	\$16,000.00
Fizz Events	Upper Left Beer and Food Truck Fest	\$17,500.00
Global Impact Gymnastics Alliance	GIGA Pro Gymnastics Competition	\$80,000.00
Historic Everett Theatre	2024 Tourism - Theatre Operations	\$5,000.00
Imagine Children's Museum	Play and Stay 2024	\$30,000.00
Olympic Ballet Theatre	Advertising for Olympic Ballet Theatre The Nutcracker 2024	\$2,000.00
Pacific Northwest Quilt & Fiber Arts Museum	2024 Quilt and Fiber Arts Festival	\$13,000.00
Schack Art Center	Promoting Schack Art Center Exhibitions, Workshops, Classes, Events and Festivals	\$100,000.00
Seattle Metro JO	2024 USA Softball U14-U18 Class B Western Nationals	\$21,000.00
SnoCo Music Project	Music at the Marina 2024	\$10,000.00
SnoCo Music Project	Fisherman's Village Music Festival	\$30,000.00
SnoCo Sports Commission	2024 Major League Table Tennis Western Conference Match	\$25,000.00
Space 802	Milltown Marathon	\$10,000.00
Village Theatre	Promotion of Village Theatre Productions in 2024	\$35,000.00
Total		\$570,000.00

2. The City Council approves a total lodging tax fund allocation of \$170,000 for 2024 tourism promotions and marketing, to be executed by the City's marketing and communications departments.
3. The City Council approves a total lodging tax fund allocation of \$170,000 for 2024 tourism programs and events aimed at promoting tourism and encouraging overnight stays in the City of Everett.
4. The City Council approves lodging tax funding in the amount of \$100,000 for funding the operations of the Public Facility District (Everett Events Center).
5. The Mayor is authorized to execute all contracts and take all other actions necessary to implement this resolution, including without limitation executing grant agreements and professional service agreements.

Councilmember Introducing Resolution

PASSED and APPROVED this _____ day of _____, 2023.

Council President

Project title: Baseball Stadium Fiscal Advisory Committee

Council Bill #

Agenda dates requested:

12/20/23

Briefing

Proposed action

Consent

Action ☒

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Department(s) involved:

Council

Contact person:

Brenda Stonecipher

Phone number:

Email:

bstonecipher@everettwa.gov

Initialed by:

Department head

Administration

BS

Council President

Project: Formation of a Baseball Stadium Fiscal Advisory Committee

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: NA

Fiscal summary statement: None

Project summary statement:

Council President Stonecipher and Councilmember Schwab have proposed the formation of a Stadium Fiscal Advisory Committee.

The goal of the Stadium Fiscal Advisory Committee is to create transparency for Everett taxpayers and provide independent recommendations and guidance on fiscal matters to the Mayor and City Council. Committee activities should include:

- A rigorous evaluation of the financial implications, potential revenue streams, cost-benefit analysis, and funding mechanisms associated with the remodeling or construction of the Everett Aquasox's stadium, and
- Analysis of alternative financing models, potential public-private partnerships, and the allocation of resources to maximize the return on investment for the community and stakeholders.

The Committee shall serve in an advisory capacity, providing recommendations and expert advice to the Mayor and City Council members. It will promote public engagement to encourage public understanding and engagement on fiscal matters related to the stadium project.

The Committee shall operate for the greater of one year, or when the stadium project and financing plan has been approved by the City Council.

Recommendation (exact action requested of Council):

Adopt resolution asking the Mayor to form a Stadium Fiscal Advisory Committee.



RESOLUTION NO. _____

A RESOLUTION asking the Mayor to form a Baseball Stadium Fiscal Advisory Committee.

WHEREAS,

1. The Stadium Fiscal Advisory Committee (SFAC, the Committee) is established against the backdrop of the pressing need for strategic fiscal guidance in the context of the proposed remodeling or construction of a baseball stadium for the Everett Aquasox, a minor league Major League Baseball (MLB) team. A crucial tenet underlying this partnership is the responsible stewardship of taxpayer funds.
2. The current state of the Everett Aquasox's stadium infrastructure has raised concerns regarding its suitability to meet evolving standards, fan experiences, and operational requirements. MLB has specified requirements for the team's facilities that must be met in the coming years. To ensure the team's sustainability, competitiveness, and community engagement, there is a recognized need for substantial upgrades or the construction of a new facility.
3. The Committee recognizes the significance of this venture beyond sports entertainment, acknowledging its potential economic impact on the local community, tourism, and the overall enhancement of civic pride. Balancing these aspirations with fiscal prudence is paramount, requiring comprehensive fiscal analysis and guidance to ensure responsible investment of taxpayer resources and long-term financial viability.
4. The Committee shall undertake a rigorous evaluation of the financial implications, potential revenue streams, cost-benefit analysis, and funding mechanisms associated with the remodeling or construction of the Everett Aquasox's stadium. Additionally, it shall consider alternative financing models, potential public-private partnerships, and the allocation of resources to maximize the return on investment for the community and stakeholders.
5. Through collaborative efforts with the Everett School District, Snohomish County, and the Everett Aquasox team, the Committee aims to provide invaluable counsel to the Mayor and members of the Everett City Council to enable well-informed decisions regarding the future of the Everett Aquasox's stadium infrastructure, aligning financial prudence with the community's aspirations and needs.

6. The Stadium Fiscal Advisory Committee (SFAC) is needed to create transparency for Everett taxpayers and provide independent recommendations and guidance on fiscal matters to the Mayor and City Council of Everett, Washington.

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

The Council requests that the Mayor form a Stadium Fiscal Advisory Committee, using this resolution as a guiding document for their functions and purpose.

1. Primary objectives of a SFAC should be to analyze the financing alternatives, including private partnerships, for both construction and ongoing support of the stadium and to recommend a financing plan to the Everett Mayor and City Council.
2. Membership of a SFAC should consist of no less than nine voting (9) members selected as follows:
 - Four members of the public by the Everett Mayor
 - Four members of the public by the Everett City Council
 - One representative selected by the eight appointed members of the Committee.

In addition, the SFAC should also include the following non-voting members:

- One representative from the Washington State legislature
 - One representative from the Snohomish County Council
 - One representative from the Everett School Board
 - One representative from the Everett Aquasox team
 - Two representatives from the Everett City Council
3. Members of the Committee should be evaluated for their expertise and experience in finance, economics, accounting, public policy, tourism, or related fields. The composition shall reflect diversity in perspectives, backgrounds, and expertise.
 4. The SFAC should serve in an advisory capacity, providing recommendations and expert advice to the Everett Mayor and City Council members. It should receive information from City of Everett staff and consultants hired to support the stadium planning, and will conduct independent research, analysis, and evaluation of fiscal policies, trends, and proposals to provide informed recommendations.
 5. The SFAC should produce periodic reports and presentations outlining findings, recommendations, and potential impacts for review by the City of Everett Mayor and City Council members.
 6. The SFAC will promote public engagement to encourage public understanding and engagement on fiscal matters related to the stadium project.
 7. The SFAC should convene at least once per month, with additional meetings as necessary. Decisions and recommendations should be made by majority vote, ensuring open discussion and consideration of diverse viewpoints.

8. All proceedings, deliberations, and reports should be transparent and accessible to the public, maintaining high standards of integrity and accountability.
9. Adequate administrative, staff, and consultant support should be provided to facilitate research, documentation, and logistical needs of the Committee.
10. The Committee should operate for the greater of one year, or when the stadium project and financing plan has been approved by the City Council.

Councilmember Introducing Resolution

PASSED and APPROVED this _____ day of _____, 2023.

Council President

Project title: Temporary Use Renewals Public Hearing

Council Bill #

CB 2312-74

Agenda dates requested:

12/6/23, 12/20/23

Briefing 12/6/23

Proposed action 12/6/23

Consent

Action 12/6/23

Ordinance X

Public hearing 12/20/23

X Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Proposed Ordinance

Department(s) involved:

Planning

Contact person:

Yorik Stevens-Wajda, AICP
Planning Director

Phone number:

425-257-8725

Email:

ystevens@everettwa.gov

Initialed by:

YSW

Department head

Administration

Council President

Project: A public hearing for an EMERGENCY ORDINANCE Relating to Temporary Uses, ADOPTING an Interim Official Control Allowing Temporary Uses under EMC 19.05.068 to be Renewed, Declaring an Emergency

Partner/Supplier: N/A

Location: Citywide

Preceding action: Council approval of Ordinance 3982-23 on 12/6/23

Fund: N/A

Fiscal summary statement: N/A

Project summary statement:

The temporary use provisions of EMC [19.05.068](#) provide important flexibility to respond to opportunities or problems by temporarily allowing, with city approval, uses that are not otherwise allowed in a given zone. However, these provisions for temporary uses are limited to 60 days without the possibility of renewal, which limits applicability in some circumstances like the current issue with contamination at Clare's Place.

In October 2023 testing ordered by Catholic Housing Services indicated that parts of the Clare's Place building were contaminated with chemical residue, which required urgent action to provide safe housing for residents while the building was remediated. Many of the residents of Clare's Place have special needs, require support, and would best be served close to the Clare's Place building.

City staff moved quick to help Catholic Housing Services address the contamination once discovered, identifying a currently unused site on adjacent city-owned property. Staff worked over few days to plan, procure, permit, site, and open 30 outdoor shelters on the identified city-owned site to provide alternate accommodations for residents while the Clare's Place building was safely remediated.

Outdoor emergency shelters are prohibited in the R-1 zone except on land owned or controlled by a religious organization. Accordingly, on October 16, 2023, the city issued a temporary use permit (REVI23-100) for placement of 30 outdoor shelters, currently set to expire on December 15, 2023.

The initial permitting and placement of the outdoor shelters was done urgently to provide safe accommodations for Clare's Place residents while the situation was evaluated and cleanup begun. In November 2023, after contractors mobilized and began work, it became clear that the initial 60-day period would not be enough time for remediation to be complete.

This ordinance allows for temporary use permits, including REVI23-100, to be renewed. Staff anticipate that the outdoor shelters for Clare's Place remediation will need to remain in place for under 60 days while building remediation is completed.

This ordinance also clarifies that a temporary use permit is a Review Process I decision under Chapter [15.02](#) EMC. Temporary use permits were processed as Review Process I decisions prior to the Rethink Zoning process; the revisions to Chapter 15.02 EMC in that Ordinance [3774-20](#) removed mention of which review process should be used for temporary use permits without explanation. This emergency ordinance requires a public hearing.

Recommendation (exact action requested of Council):

Hold a Public Hearing on Emergency Ordinance 3982-23, passed on December 6, 2023, adopting an interim official control allowing temporary uses under EMC 19.05.068 to be renewed.

ORDINANCE NO. _____

An EMERGENCY ORDINANCE Relating to Temporary Uses, ADOPTING an Interim Official Control Allowing Temporary Uses under EMC 19.05.068 to be Renewed, Declaring an Emergency, and Setting a Public Hearing Date.

WHEREAS,

- A.** The temporary use provisions of EMC 19.05.068 provide important flexibility to respond to opportunities or problems by temporarily allowing, with city approval, uses that are not otherwise allowed in a given zone; and
- B.** The temporary use provisions of EMC 19.05.068 are limited to 60 days without the possibility of renewal, which limits applicability in some circumstances; and
- C.** In October 2023 testing ordered by Catholic Housing Services indicated that parts of the Clare's Place building were contaminated with chemical residue, which required urgent action to provide safe housing for residents while the building was remediated; and
- D.** On October 16, 2023, the city issued a temporary use permit (REVI23-100) for placement of 30 outdoor shelters on adjacent city-owned property while the Clare's Place building was remediated; and
- E.** The temporary use permit is set to expire on December 15, 2023, several weeks before building remediation is complete; and
- F.** This ordinance will allow for temporary use permit REVI23-100 to be renewed for an additional period of time, estimated about 60 days, while building remediation is completed; and
- G.** This ordinance will also clarify that a temporary use permit is a Review Process I decision under Chapter 15.02 EMC; and
- H.** City staff will brief the Planning Commission on the process and effect of this ordinance at the commission's next meeting; and
- I.** The Planning Commission is directed to evaluate and consider the provisions of this ordinance and provide a recommendation to the City Council, by [4 months from the effective date] on whether to let the amendments to the temporary use provisions expire as defined in this ordinance, make the amendments permanent, or something else; and
- J.** This ordinance is categorically exempt under WAC 197-11-800(19) and WAC 197-11-880

- K. City staff will provide notice of the emergency ordinance to the Washington State Department of Commerce by [15 days from the effective date]; and
- L. The City Council considered the factors in EMC 15.03.400 in reviewing the proposed comprehensive plan policy amendments in this ordinance; and
- M. The City Council finds that the proposed amendments to the city's development regulations (unified development code) contained in this ordinance are consistent with the Everett comprehensive plan, bears a substantial relation to public health, safety and welfare, and promotes the best long-term interests of the Everett community.
- N. The code amendments meet the applicable criteria in EMC 15.03.300(C)(4):
 - 1. The public health, safety and welfare will be provided for by these unified development code amendments; and
 - 2. The proposed amendment bears a substantial relation to public health, safety or welfare; and
 - 3. The proposed amendments promote the best long-term interest of the Everett community.
- O. RCW 36.70A.390 provides that the City Council may adopt an interim official control after holding a public hearing or scheduling a public hearing within 60 days; and
- P. Everett City Charter Section 3.4 provides for emergency ordinances to take effect immediately.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section EMC 19.05.068 is hereby amended as follows, with strikeout text deleted and underlined text added:

- A. User Guide. This section establishes a mechanism whereby the city may, on a short-term basis, permit a use to be conducted that would not otherwise be allowed in the zone in which it is located. This section is intended to permit certain inherently temporary uses, such as community festivals and fresh vegetable stands, that would not be allowed in the zone in which they are proposed, but which, if limited in time and strictly controlled, may be in the best interest of the Everett community.
- B. Process for Deciding Upon a Proposed Temporary Use. The city will use the review process as described in Chapter 15.02 EMC, Local Project Review Procedures, to review and decide upon an application for a temporary use permit.
- C. Application Information. The applicant shall provide the following information to the planning department:
 - 1. A completed application on the form provided by the planning department, along with all information requested in that form;

2. An irrevocable, signed and notarized statement granting the city permission to summarily abate the temporary use and all physical evidence of that use if it is not removed by the applicant within the period specified as part of the permit, and agreeing to reimburse the city for any expenses incurred by the city in abating the temporary use; and

3. Written permission from the owner of the property upon which the temporary use is proposed to be located authorizing the proponent to use the subject property for the stated purposes and time period.

D. Criteria for Granting a Temporary Use Permit. The city may grant a temporary use permit only if it finds that:

1. The proposed temporary use will not be materially detrimental to the public welfare, or injurious to the property or improvements in the immediate vicinity; and

2. The proposed temporary use is compatible in terms of location, access, traffic, noise, nuisance, dust control and hours of operation with existing land uses in the immediate vicinity; and

3. The proposed temporary use is not otherwise allowable in the zone in which it is proposed.

E. Dimensional Requirements and Development and Performance Standards. The city shall establish dimensional requirements and development and performance standards as part of the approval of each temporary use permit. The city will use the nature of the proposed use and character of the surrounding area as guides in establishing these requirements and standards.

F. Frequency and Duration of Temporary Use. ~~The city may not grant a temporary use permit to the same user for the same use more frequently than once in every three hundred sixty-five-day period.~~ The city may only grant a temporary use permit for a specified period of time, not to exceed sixty days except as otherwise provided in this section. The temporary use permit shall specify a date by which the use shall be terminated.

G. Removal of a Temporary Use. The city shall designate, as part of the temporary use permit, a period following the expiration of the permit within which the temporary use must be terminated and all physical evidence of the use must be removed by the applicant. If the temporary use and all physical evidence of the use are not removed within the time specified, it will constitute a violation of this title. Further, the city is authorized to abate the temporary use in accordance with subsection (C)(2) of this section.

H. Exception to Permit Requirement.

1. Garage Sales. Garage sales shall be limited to two events per year with a maximum duration not to exceed four days per event.

2. Commercial and Industrial Zones. The following temporary uses, when located in commercial and industrial zones for not longer than the time periods specified below, are exempt from the permit requirements of this section:

a. Not to exceed forty-five days:

(1) Christmas tree lots;

b. Not to exceed ten consecutive days:

(1) Amusement rides;

(2) Carnivals and circuses;

(3) Parking lot sales which are ancillary to the indoor sale of the same goods and services.

I. Prohibited on Public Right-of-Way. See EMC 13.30.010 for permit requirements to use public right-of-way.

Section 2. Section EMC 15.02.060 is hereby amended as follows, with strikeout text deleted and underlined text added:

15.02.060 Review Process I—Minor administrative review.

A. Description.

1. Review Process I (“REV I”) applies to permit applications that involve minor administrative land use decisions. Review Process I applications shall be reviewed administratively by the planning department staff to determine compliance with the unified development code and other applicable ordinances and regulations.

2. If a Review Process I application is not categorically exempt under SEPA, the application shall be processed under Review Process II.

B. Decisions Included.

1. Land use decisions identified as “Permitted,” or “P,” in Sections 19.05.080 through 19.05.120, Tables 5-1 through 5-5, and Temporary Use permits under Section 19.05.068 are Review Process I (REV I) decisions.

2. Land Divisions. The following permit applications are included as REV I decisions:

a. All short subdivision applications.

b. All other land division applications, including preliminary and final approvals, not identified as REV II or REV III decisions.

c. Pursuant to RCW 58.17.100, all final plat approvals regardless of the number of lots created. See REV II and REV III decisions for preliminary plat approval authority.

3. Historic. The following permit applications are included as REV I decisions:

- a. Construction of a new single-family or two-unit dwelling;
- b. Addition of an accessory dwelling unit to an existing single-family or two-unit dwelling;
- c. Alteration of significant features identified in a historic resource inventory of a structure or site on the Everett register of historic places;
- d. Additions of more than one hundred fifty square feet to a building with three or more dwelling units when identified as a contributing structure and within an Everett historic overlay zone.

4. The review process for land use decisions shall be REV I unless otherwise indicated in this title, or as otherwise determined by the planning director based on subsection (B)(5) of this section.

5. Administrative determinations made by the planning department staff that are not associated with an application specifically identified in the unified development code and that are categorically exempt under SEPA are not subject to the procedures and requirements of this title.

6. If the planning director determines that notice to contiguous property owners should be provided regarding a land use decision, the planning director may require the permit application to be reviewed using a higher level of review process than otherwise required.

C. Action Taken. Action taken on the application shall be one of the following:

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

An administrative appeal to the hearing examiner is provided. Any appeals shall be in accordance with the appeals section of this chapter (see Section 15.02.600).

D. Public Notice Requirements.

- 1. No public notice is required for REV I land use decisions except for shoreline permit applications as set forth in subsection (D)(5) of this section.
- 2. When a project requires more than one land use permit, public notice shall follow the public notice requirements for the highest review process.
- 3. The city provides a notice of application, which is a public record. These records are available upon request and may be available electronically through the city's open data portal or other web-based applications.

4. Historic. Those REV I actions that are subject to review by the historical commission shall follow procedures for public notice and conduct of public meetings.

5. Shorelines. Those REV I actions that are applications for shoreline management substantial development shall provide notice as set forth in WAC 173-27-110 and Section 15.02.110(C)(3)(b):

- a. Notice of application within fourteen days of the determination of completeness;
- b. A public comment period not less than thirty days following the date of notice of application, except that comments shall be submitted within twenty days for shoreline permits for limited utility extensions or for the construction of a bulkhead or other measures to protect a single-family residence and its appurtenant structures from shoreline erosion. See the definitions section of the city's shoreline master program for the definition of a limited utility extension;
- c. Mailing notice to the latest recorded real property owners as shown by the records of the county assessor within at least five hundred feet of the boundary of the property upon which the development is proposed;
- d. Mailing notice to the SEPA mailing list (unless the project is categorically exempt); and
- e. Mailing notice to the neighborhood leader mailing list if applicable.

Section 3. This ordinance is designated as an emergency ordinance under Everett City Charter Section 3.4.

Section 4. Sections 2 and 3 of this ordinance shall be repealed on [6 months from effective date].

Section 5. A public hearing regarding this ordinance is hereby scheduled for _____

Section 6. The following is provided for reference and may not be complete:

EMC Amended/Repealed by this Ordinance	Ordinance History of EMC Amended/Repealed by this Ordinance
EMC 15.02.060	(Ord. 3774-20 § 3 (Exh. 2), 2020.)
EMC 19.05.068	(Ord. 3774-20 § 3 (Exh. 2), 2020.) (Ord. 3895-22 § 11, 2022)

Section 7. 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 8. 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 9. 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 10. 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:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

From: Todd Welch <jtoddwelch@gmail.com>
Sent: Wednesday, December 20, 2023 5:09 PM
To: DL-Council
Subject: [EXTERNAL] Council Bill: 2311-70 (Yes - Vote)

Follow Up Flag: Follow up
Flag Status: Flagged

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.

Council,

I live in the Bayside Neighborhood and fully support the passage of Council Bill 2311-70. It is important that persons who commit crimes both to persons and property should be held legally accountable for their actions. I normally do not support mandatory-minimums but we have too many "Frequent Flyers" in our legal system who continually victimize our residents and visitors.

Everett has made significant investments into the city, new businesses opening downtown, more events at Angel of the Winds Arena, etc ... The success of these investments can quickly be ruined if we continue to see a rise in crime in our city. It is time for hard choices to be made to hold these individuals accountable for their crimes and victimization of our visitors and neighborhoods.

Thank you,
Todd Welch
Lombard Ave.

From: kerri russell <kerri_russell@hotmail.com>
Sent: Wednesday, December 20, 2023 4:46 PM
To: DL-Council
Subject: [EXTERNAL] Mandatory Minimum Sentencing Law

Follow Up Flag: Follow up
Flag Status: Flagged

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.

Hello: as a resident of Lake Stevens who works in downtown Everett, I am emailing you to beg you to vote yes on the Mandatory Minimum Sentencing law at tonight's Everett City Council meeting. I am the administrator for a large specialty medical group, and in my role manage two properties owned by the practice. We have seen a demoralizing and exhausting escalation of trespass and expensive damage to our properties, indecent exposure and unpleasant interactions with people under influence of substances and/or suffering mental illness. Adoption of some kind of penalty and accountability for repeat offenses would no doubt make our staff less vulnerable and our streets less frightening.

Thank you for your consideration.

Kerri Russell

From: [Nina Milliken](#)
To: [DL-Council](#)
Subject: [EXTERNAL] Requesting you all vote "yes"
Date: Wednesday, December 20, 2023 6:11:09 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.

Please ALL council members vote "yes" to adopt same ordinance that Marysville has. It makes sense to adopt this ordinance taking first step in enforcing , holding people who commit crime(s) accountable. Bring Everett BACK to being a decent place to live. Thank you, life long citizen (70 years).

From: Debbie Blodgett <debrablodgett930@msn.com>
Sent: Wednesday, December 20, 2023 3:41 PM
To: DL-Council
Subject: [EXTERNAL] Vote Yes on Mandatory Sentencing

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.

Vote yes on Mandatory Sentencing. This is imperative for the citizens of Everett to make public safety a crucial part of their lives.

Debbie Blodgett
206-979-2709

[Outlook for Android](#)

From: renee MAIER DAVIS <reneemaierdavis@hotmail.com>
Sent: Wednesday, December 20, 2023 2:50 PM
To: DL-Council
Subject: [EXTERNAL] Vote yes to hold repeat offenders 30days

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.

Dear City Council,

My husband and I are moving our Seattle business to Everett, the middle of February. We have been in Seattle for over 30 years and have seen the city decline dramatically in the last 10 years. Crime, drugs and homelessness is a huge issue for us in the SODO neighborhood.

We are looking forward to moving to a better business environment and less crime than we have experienced in Seattle.

Please vote yes tonight for the bill that will allow police to hold repeat offenders for 30 days.

Thanks in advance for your consideration

Renee and Scott Davis
Davis Sign co

Sent from my iPhone

From: lrhoward <lrhoward@frontier.com>
Sent: Wednesday, December 20, 2023 2:04 PM
To: DL-Council
Subject: [EXTERNAL] YES on bill 2311-70

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.

Dear Council Members
PLEASE, PLEASE!!!
Pass council bill 2311-70
To help our community have better tools to be safer and help stop repeat offenders.
Everett has had tough challenges with crime & drugs.
Criminals hv tried to break into our home & cars.
This is very disconcerting to us and our neighbors.
PLEASE pass this bill
THANK YOU!
Lynne Howard

Get [Outlook for iOS](#)

From: KATHLEEN GAMBILL <kg70940@aol.com>
Sent: Wednesday, December 20, 2023 12:22 PM
To: DL-Council
Subject: [EXTERNAL] Vote Yes

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.

Vote YES ON MANDATORY MINIMUM SENTENCING Kathy Gambill
709 40th pl
Everett, WA 98201

Sent from my iPhone

From: Todd Janner <tjanner@msn.com>
Sent: Wednesday, December 20, 2023 12:14 PM
To: DL-Council
Subject: [EXTERNAL] Vote yes on 2311-70!

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.

From: (null) mark.mc1 <mark.mc1@frontier.com>
Sent: Wednesday, December 20, 2023 11:46 AM
To: DL-Council
Subject: [EXTERNAL] MANDATORY MINIMUM SENTENCING LAW

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.

Please vote yes and pass the mandatory minimum sentencing law! Although it should be after the 1st offense but at least it's a start.

Thank you

Mark McCullough

From: Diane Vitek <diane.vitek7@gmail.com>
Sent: Wednesday, December 20, 2023 11:33 AM
To: DL-Council
Subject: [EXTERNAL]

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.

I want each council member to vote "Yes".

From: Debbie Miller <millerfamily33@hotmail.com>
Sent: Wednesday, December 20, 2023 11:18 AM
To: DL-Council
Subject: [EXTERNAL] Minimum sentences for repeat offenders

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.

I am requesting that each Everett City council member vote "Yes" on Council Bill 2311-70. It is vital to the public's safety that the deterrence of minimum sentences be established and enforced for repeat offenders.

Thank you,
Debra Miller

Sent from my iPhone

From: Sue Janner <scjanner@gmail.com>
Sent: Wednesday, December 20, 2023 11:11 AM
To: DL-Council
Subject: [EXTERNAL] Council Bill 2311-70

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.

Please vote yes on Bill 2311-70. As a business owner on Broadway, we have seen increased issues at and around our building. We would also like for the no sit rule to extend to cover Broadway. We are at 2805 Broadway! Our business is Siskun Power Equipment.

Thank you,
Sue and Todd Janner
Sent from my iPhone

From: Alexis <alexis.boies@gmail.com>
Sent: Wednesday, December 20, 2023 10:31 AM
To: DL-Council
Subject: [EXTERNAL] Repeat offender ordinance

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.

Good morning Council members,

My name is Alexis Boies and I am a resident of Port Gardner, specifically 33rd and Oakes.

I am emailing to ask that you adopt the proposed ordinance imposing 30 days jail or the option of a treatment program for repeat offenders.

A little about me. 18 years ago I was homeless, addicted drugs, and a criminal. Today I am 18 years free of active addiction, a successful business owner of 15 years, a mother, and a homeowner. I have gone from nothing to the "American dream."

Consequences and treatment work. It takes hitting rock bottom to spark hope for a better way of life. Long term treatment works and I believe a majority of people will choose treatment. I've been booked into Sno Co jail and trust me, I'd choose treatment!

Every single day we are watching people buy and use drugs on our street. I am not being dramatic about this. We are experiencing trespassing, squatters, lewd acts including public masturbation and defecating on our street. These people do not care because they know there are no consequences for their behavior. We need something to deter people. Other cities have adopted this type of ordinances and seeing a change for the better.

Last week you passed a bill giving more funding for mental health services. I can see that you are making decisions to support people suffering mental health and addiction. Where is the support for our neighborhood and our quality of life? We need something to deter and/or prevent people from continuing to destroy our sense of safety and well-being.

I have worked very hard to become an upstanding member of society. It took jail and treatment for me to get there. While in the rooms of Narcotics Anonymous I learned that most people there had the same journey to recovery. Through inpatient and outpatient treatment programs, coupled with NA, I got my life back. I whole heartedly believe this ordinance will bring a positive change not only for the people facing consequences, but also a reprieve for those of us who are contributing positively to our community.

Thank you for your time and consideration,

-Alexis Boies
206-816-5030



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.

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

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: 12/20/23

NAME (required): STEVE OSS

CITY (required): Everett ZIP (required): 98203

EMAIL (optional): _____ PHONE (optional): 425-374-9086

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item
AGENDA ITEM #: _____

☒ NO – speak during general public comment, topic you would like to speak on:
TRANSIT



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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 12-20-2023

NAME (required): EMILY SIMPSON

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

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: _____

☒ NO – speak during general public comment, topic you would like to speak on:



EVERETT CITY COUNCIL Public Comment Form

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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: 12.20.2023

NAME (required): Thomas Stonecipher

CITY (required): Everett ZIP (required): 98201

EMAIL (optional): tomstonecipher@gmail.com PHONE (optional): 425.330.3826

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: Would like to be the last speaker...

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.



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DATE: 12-20-23

NAME (required): GAIL Chisim

CITY (required): Everett ZIP (required): 98203

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 (2) 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☒ YES – the comment period will follow the agenda item

AGENDA ITEM #: _____

☐ NO – speak during general public comment, topic you would like to speak on:

1st General (2) Gail



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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 12/20/23

NAME (required): Jason Cockburn

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

Is your topic on today's agenda?

☒ YES – the comment period will follow the agenda item

AGENDA ITEM #: CB 2311-70

☐ NO – speak during general public comment, topic you would like to speak on:



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: 12-20-23

NAME (required): Jim Chambers

CITY (required): Marysville ZIP (required): 98270

EMAIL (optional): jimchambers0422 PHONE (optional): 253-844-8301

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☒ YES – the comment period will follow the agenda item

AGENDA ITEM #: 2311-70

☐ NO – speak during general public comment, topic you would like to speak on:

From: noreply@civicplus.com
To: [Angela Ely](#)
Subject: [EXTERNAL] Online Form Submittal: City Council virtual public comment registration form
Date: Wednesday, December 20, 2023 5:21:06 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	Chelaina Crews
Address	Concrete, WA (home), Everett, WA (work)
District	I am not an Everett resident
City Council Districts map	Click here to view the Everett City Council Districts map
Email address	chelaina.crews@gmail.com
Phone number	4255121936
Agenda date	12/20/2023
What is the topic you wish to speak about?	A specific agenda item

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.
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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 to [City of Everett - YouTube](#).

I agree

I have read and agree to the participation requirements.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Angela Ely](#)
Subject: [EXTERNAL] Online Form Submittal: City Council virtual public comment registration form
Date: Wednesday, December 20, 2023 11:58:27 AM

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

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I understand	I have read the form instructions and understand
First and last name	Karina Burns
Address	1622 East Marine View Drive
District	District 1
City Council Districts map	Click here to view the Everett City Council Districts map
Email address	kemsley.guest.burns@gmail.com
Phone number	4254801780
Agenda date	12/20/2023
What is the topic you wish to speak about?	Public comment

Please be specific
about the topic of your
public comment

Enhancement ordinance

Participating in a city council meeting:

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From: noreply@civicplus.com
To: [Angela Ely](#)
Subject: [EXTERNAL] Online Form Submittal: City Council virtual public comment registration form
Date: Tuesday, December 19, 2023 10:20:06 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

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I understand	I have read the form instructions and understand
First and last name	Carlos Lugo
Address	Tacoma, WA
District	I am not an Everett resident
City Council Districts map	Click here to view the Everett City Council Districts map
Email address	carlosdlugo@gmail.com
Phone number	2066832621
Agenda date	12/20/2023
What is the topic you wish to speak about?	A specific agenda item

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I agreeI have read and agree to the participation requirements.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Angela Ely](#)
Subject: [EXTERNAL] Online Form Submittal: City Council virtual public comment registration form
Date: Friday, December 15, 2023 4:57:50 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

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I understand	I have read the form instructions and understand
First and last name	Vlastimil Weinara
Address	8806 9th Ave SE Everett, WA 98208
District	District 5
City Council Districts map	Click here to view the Everett City Council Districts map
Email address	vpweinar@gmail.com
Phone number	4257979662
Agenda date	12/20/2023
What is the topic you wish to speak about?	Public comment

Please be specific
about the topic of your
public comment

policy on disruption of water service to a rental

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I agree

I have read and agree to the participation requirements.

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