



Everett City Council Preliminary Agenda
6:30 p.m., Wednesday, January 24, 2024
City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: January 17, 2024

Mayor's Comments: Introduction Of Firefighters: Zachary Avants, Erik Bonilla, Zachary Cleave, David Gebert, Heather Graham, Sjersten Gunn, Blaine Halvorson, Warren Hellman, Matthew Myers, Jon Paul Ramirez, Anthony Vasquez, Zachary Watson

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 \$4,142,614.58 For The Period Ending January 6, 2024 Through January 12, 2023.

Documents:

[RES CLAIMS PAYABLE JAN 6, 2024 - JAN 12, 2024.PDF](#)

(2) Award Request For Proposal #2023-104 And Authorize The Mayor To Sign The Purchase Agreement In Substantially The Form Provided With Hughes Fire Equipment In The Amount Of \$3,883,740.04, Including Washington State Tax.

Documents:

[TRIPLE COMBINATION PUMPERS AWARD.PDF](#)

(3) Adopt The Resolution Approving The 2024 Human Needs Grant Allocations And Authorizing The Mayor Or Designee To Execute Contracts With Grant Recipients.

Documents:

[2024 HUMAN NEEDS FUNDING RESOLUTION.PDF](#)

ACTION ITEM:

(4) Adopt Resolution Approving The Everett Station District Business Improvement Area (BIA) 2024 Budget.

Documents:

[2024 ESD BIA BUDGET RESOLUTION.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.
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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 _____

Project title: Award Request for Proposal #2023-104 (Triple Combination Pumpers) and Authorize the Mayor to Sign Purchase Agreement with Hughes Fire Equipment

Council Bill # *interoffice use*

Agenda dates requested:

January 24, 2024

Briefing

Proposed action

Consent ☒

Action

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Purchase Agreement (w/o Exhibit B)

Department(s) involved:

Procurement and Fire

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

sh

Department head

Administration

Council President

Project: Triple Combination Pumpers

Partner/Supplier : Hughes Fire Equipment

Location: *If relevant*

Preceding action: [8/16/23](#) Authorize release of Request for Proposal #2023-104 Triple Combination Pumpers

Fund: 126

Fiscal summary statement:

The award amount for three triple combination pumper trucks is \$3,883,740.04, including tax. This is about \$1,294,580 per truck. The Purchase Agreement authorizes the Mayor sign amendments to the Purchase Agreement to increase this total amount up to \$4,000,000, including tax. These amendments would be to account for unforeseen changes, such as structural/drawings conflicts found during construction. Any amendment that increases the total above \$4,000,000 would come to City Council for approval. The Triple Combination Pumper trucks are budgeted in the vehicle replacement fund, one each in 2025, 2026, and 2027. However, the expense will not be realized until 2028 due to build time.

Project summary statement:

Proposals were requested from fire truck manufacturers to provide up to three triple combination Type 1 fire engines, which will replace J0070, J0076, and J0078, which are 2003, 2005, and 2007 American LaFrance Type 1 fire engines, respectively.

The City of Everett Fire Department has a total of eleven (11) fire engines, six (6) six of which are in service 24/7, and five (5) are held in reserve to fill in for breakdowns, maintenance, and training. There is always one fire engine at every Everett fire station. All engines are equipped with a fire pump, a 500-gallon water tank, a foam system, a monitor, and a large complement of fire hoses for fire attack, exposure protection, and water supply. Engines also carry ground ladders, self-contained breathing apparatus (SCBA), forcible entry and extrication tools, first aid equipment, a variety of hose appliances, and assorted other equipment and tools. The crew of an engine company usually consists of an officer, a driver/engineer, and a firefighter.

The Request for Proposal was released on August 18, 2023. It was advertised in the Everett Herald. Additionally, seven companies were directly notified about the opportunity. On October 31, 2023, two proposals were received. Staff is requesting an award to Hughes Fire Equipment.

Supplier Name	Score out of 550 Points
Cascade Fire & Safety	240
Hughes Fire Equipment	421

Recommendation (exact action requested of Council):

Award Request for Proposal #2023-104 and authorize the Mayor to sign the Purchase Agreement in substantially the form provided with Hughes Fire Equipment in the amount of \$3,883,740.04, including Washington state tax.



PURCHASE AGREEMENT

This Purchase 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 Seller identified in the Basic Provisions below ("**Seller**"). This Agreement is for purpose of the purchase by the City from Seller of three Apparatuses for the City's Fire Department. This Agreement includes and incorporates the Basic Provisions, the attached Terms and Conditions, and the documents listed as Exhibits in the Basic Provisions.

BASIC PROVISIONS	
Request for Proposals	2023-104 Triple Combination Pumper(s)
Seller	Hughes Fire Equipment, Inc.
	910 Shelley Street
	Springfield, OR 97477
City Project Manager	Dave DeMarco
	City of Everett -- Fire
	2801 Oakes Street
	Everett, WA 98201
Seller's Project Manager	ddemarco@everettwa.gov
	Darby Hepper
	910 Shelley Street, Springfield, OR 97477
	dhepper@hughesfire.com
Apparatus	Triple Combination Pumps (Pierce Enforcer Pumps DHE377)
Quantity of Apparatuses	3

Total Purchase Price	\$3,524,265 plus tax, which is the total price for all three Apparatuses.
Final Acceptance Deadline	The Final Acceptance Deadline for each Apparatus shall be as agreed between Seller and City as set forth in the attached Terms and Conditions.
Additional Provisions	N/A
Exhibits	Exhibit A: Price Page Exhibit B: Seller's proposal in response to RFP ("Proposal") dated October 31, 2023

IN WITNESS WHEREOF, the City and Seller have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached Terms and Conditions, and the documents listed as Exhibits in the Basic Provisions.

**CITY OF EVERETT
WASHINGTON**

HUGHES FIRE EQUIPMENT, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Rex Hughes

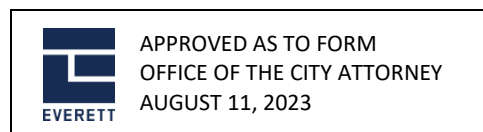
Signer's Email Address: staylor@hughesfire.com

Title of Signer: President

Date

ATTEST

Office of the City Clerk



**ATTACHMENT TO
PURCHASE AGREEMENT
(TERMS AND CONDITIONS)**

1. **Agreement to Purchase and Sell.** Subject to the terms, conditions, and provisions of this Agreement, Seller agrees to manufacture and sell to the City, and City agrees to purchase from Seller, three Apparatuses.
2. **Purchase Order.** The City will issue purchase order(s) to Seller for the Apparatuses. The purchase order(s) will be notice(s) to proceed. The pre-printed terms and conditions on the purchase order are not part of this Agreement.
3. **Final Approved Plans.**
 - A. After purchase order issuance, Seller shall produce complete plans, drawings, and specifications for each ordered Apparatus in accordance with the requirements of this Agreement (including without limitation the requirements in the RFP scope of work) and submit them for the City Project Manager's written approval. This submission will also contain a proposed deadline for final acceptance of the Apparatus.
 - B. The complete final set of plans, drawings, and specifications for an Apparatus as approved in writing by the City Project Manager are collectively referred to in this Agreement as its "Final Approved Plans." The final acceptance deadline for an Apparatus approved by the City Project Manager is referred to in this Agreement as the "Final Acceptance Deadline."
4. **Manufacture and Acceptance.**
 - A. Seller will manufacture and complete each ordered Apparatus in accordance with its Final Approved Plans so that the Apparatus may be accepted by the City no later than its Final Acceptance Deadline.
 - B. The City will accept a completed Apparatus after the Apparatus has passed all testing and inspections required in the RFP and is delivered to the City at the City's chosen location in Everett, Washington. The City and Seller will fully cooperate with each other to schedule and complete all required testing and inspections. The City has no obligation to accept an Apparatus not manufactured and completed in accordance with its Final Approved Plans or that has not passed all required testing and inspections. The City's acceptance of an Apparatus will be in writing and signed by the City's Project Manager.
 - C. Acceptance of an Apparatus by the City does not in any way release Seller from Seller's warranty that the Apparatus is manufactured and completed in accordance with its Final Approved Plans.
 - D. The Seller and City Project Managers may approve in writing extension(s) of the Final Acceptance Deadline(s) up to a maximum total extension of one year per Apparatus, with such approvals not unreasonably withheld. Additional extension(s) will require amendment to this Agreement as set forth in Section 11.K below, which is at each party's sole discretion.
5. **Payment.**
 - A. Unless amended in accordance with Section 11.K below, the City will pay Seller \$1,174,755.00 plus tax as purchase price for each accepted Apparatus.

- B. Within 30 days after Apparatus acceptance and delivery to the City of an invoice for the Apparatus, the City will pay Seller the Apparatus purchase price in full. The City will not make any payments to Seller for an Apparatus pre-acceptance.
- 6. **City Termination Rights.** In addition to any other remedies the City may have under applicable law, the City may terminate without liability to Seller an already-placed order for an Apparatus in the following circumstances:
 - A. Seller's material breach of this Agreement with respect to the Apparatus, which breach remains uncured 90 days after written notice thereof to Seller from the City.
 - B. Seller has not delivered the Apparatus ready for acceptance by the City by the Final Acceptance Deadline.
 - C. Prior to the Final Acceptance Deadline, the City has reasonably determined that Seller will be unable to deliver the Apparatus ready for acceptance by the City by the Final Acceptance Deadline.

In addition, the City may terminate this Agreement and order(s) hereunder if Seller is voluntarily or involuntarily dissolved, or is adjudged to be bankrupt or is subject to a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of insolvency. For the purpose of this Section, "bankrupt" shall mean the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors, insolvency, the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all of Seller's obligations under this Agreement.

- 7. **Title/Risk of Loss.** Seller bears all risk of loss or of damage prior to the City's acceptance. Upon acceptance of an Apparatus by the City and payment in full for the Apparatus to the Seller, the Seller and the City will execute all documents necessary to transfer title of the Apparatus to the City. Seller warrants that each conveyance of an Apparatus to the City will be free and clear of all liens, security interests, and encumbrances.
- 8. **Other Services and Deliverables.** Seller will provide other services and deliverables as set forth in the RFP.
- 9. **Warranties.** Seller warrants that the manufacture and completion of each accepted Apparatus is in accordance the Final Approved Plans for that Apparatus. In addition, Seller will provide all warranties stated in the RFP or in the Proposal.
- 10. **Order of Precedence.** The following is the order of precedence for the Agreement, with higher-listed parts governing lower-listed parts:
 - i. Basic Provisions
 - ii. Terms and Conditions
 - iii. RFP
 - iv. Proposal

No terms or conditions generated by Seller, whether contained in the Seller's purchase order acknowledgement or invoice or otherwise, are part of this Agreement.

- 11. **Miscellaneous.**
 - A. **Subletting/Assignment of Contracts.** Seller shall not sublet or assign any of this Agreement without the express, prior written consent of the City Project Manager.

- B. **Independent Contractor.** Seller, its subcontractors, agents and employees are independent Suppliers performing services for the City and are not employees of City.
- C. **Indemnification.** To the extent of Seller's negligence, breach of this Agreement, violation or law, or willful misconduct, and except as otherwise provided in this Section, Seller hereby agrees to defend and indemnify and save harmless the City from any and all losses, claims, and liabilities arising from or relating to this Agreement. Seller'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 the Seller. Seller's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, the Seller specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Seller recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. This Section shall survive the expiration or termination of this Agreement.
- D. **Insurance.**
1. Seller shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Seller'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.
 - i. **Workers' Compensation Insurance** as required by applicable law and **Employer's Liability Insurance** with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Seller shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Seller covers such employees.
 - ii. **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.
 - iii. **Business Automobile Liability Insurance** in an amount not less than \$1,000,000 per occurrence.
 2. 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 Seller to furnish the required insurance. The City of Everett shall be additional insured on the commercial general liability insurance and the automobile insurance.
 3. Seller shall provide the City or the City's designee with a certificate of insurance acceptable to the City Attorney evidencing the required insurance.
- E. **Audits and Inspections.** In addition to any other audit or inspection rights elsewhere in this Agreement, at any time during normal business hours and as often as the City may deem necessary, Seller shall make available to the City for the City's examination all of Seller's records and documents with respect to all matters covered by this Agreement.

- F. **Compliance with Federal, State and Local Laws.** Seller 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.
- G. **Compliance with the Washington State Public Records Act.** Seller 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 Seller. Seller shall cooperate with the City so that the City may comply with all of its obligations under the Act.
- H. **Equal Employment Opportunity.** Seller 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. Seller 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.
- I. **Waiver.** Any waiver by Seller 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.
- J. **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.
- K. **Amendment of Agreement.** This Agreement may only be modified by a writing explicitly identified as a modification of this Agreement that is signed by the Mayor of the City and an authorized representative of Seller. The parties acknowledge that amendment(s) to the Agreement that increase the Total Purchase Price to more than \$4,000,000 (including tax) will require approval by the City of Everett City Council.
- L. **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.
- M. **Notices.**
1. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
 2. Notices to Seller shall be sent to its Project Manager address in the Basic Provisions.
- N. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
- O. **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.
- P. **Force Majeure.** Whenever a period of time is prescribed for the taking of an action by either party hereto, the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to (a) general strikes, (b) acts of God, (c) material shortages, (d) war, (e) terrorist acts, (f) civil disturbances, (g) floods, (h) earthquakes, (i) fires, or (j) other causes beyond the reasonable control of the performing

party, and, with respect to Seller's performance, any delays incurred by Seller as a result of the nonperformance or delay by the City of any of its obligations hereunder, and, with respect to City's performance, any delays incurred by City as a result of the nonperformance or delay by Seller of any of its obligations hereunder ("Force Majeure"). Any party hereto claiming a right to a Force Majeure extension shall notify the other Party immediately of the claimed right to an extension and the specific claimed basis for the extension. No Force Majeure extension shall be in total greater than six months unless approved in writing by the Mayor of the City and by an authorized representative of the Seller.

- Q. **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.

END OF TERMS AND CONDITIONS

Exhibit A: Price Page



Hughes Fire Equipment, Inc.
910 Shelley Street
Springfield, OR 97477
T: 541-747-0072
F: 541-747-0073

www.hughesfire.com

October 31, 2023

Theresa Bauccio-Teschlog
City of Everett, Washington
2930 Wetmore Ave
Everett, WA 98201

Hughes Fire Equipment, Inc. and Pierce Manufacturing, Inc. are pleased to offer for your consideration the enclosed proposal for three (3) Pierce Enforcer Pumpers, per your Request for Proposal #2023-104 for three (3) Triple Combination Pumpers.

The price for three (3) Pierce Enforcer Pumpers DHE377 is **\$3,524,265.00**, F.O.B. Customer's facility in Everett, Washington, plus applicable sales tax in the amount of \$359,475.04 for a total purchase price of **\$3,883,740.04**. The units would be ready for delivery within 1,373 to 1,525 calendar days after execution of the contract*. **This time does not include any possible delays stemming from the pandemic or other natural disasters. If additional time is needed to manufacture apparatus due to issues stemming from the pandemic, notification of the delay will be sent.** Final payment is due 30 days after the unit leaves the factory for delivery.

**Please note: Based on the specification and Pierce's delivery schedule at time of bid, the estimated time for manufacturing is 1,373 to 1,495 calendar days. After manufacturing the unit will be delivered to a Hughes Fire Equipment Service Facility where it will receive a pre-delivery inspection prior to transportation to the City. The estimated time for delivery from the factory to a Hughes Fire Equipment Service Facility, pre-delivery inspection, and transportation to the City is 30 days. The total time from order placement to receipt of apparatus at your facility would be between 1,373 to 1,525 days.*

Price Recaps:

Description	Price
One (1) Pierce Enforcer Pumper DHE377	\$1,200,866.00
Plus Washington State Sales Tax @ 9.9%	118,885.73
Plus Washington State Motor Vehicle Tax @ 0.3%	3,602.60
Total price including taxes	\$1,323,354.33

Description	Price
Two (2) Pierce Enforcer Pumpers DHE377	\$2,362,564.00
Plus Washington State Sales Tax @ 9.9%	233,893.84
Plus Washington State Motor Vehicle Tax @ 0.3%	7,087.69
Total price including taxes	\$2,603,545.53

Description	Price
Three (3) Pierce Enforcer Pumpers DHE377	\$3,524,265.00
Plus Washington State Sales Tax @ 9.9%	348,902.24
Plus Washington State Motor Vehicle Tax @ 0.3%	10,572.80
Total price including taxes	\$3,883,740.04

Terms:

Price Expiration – The above pricing is valid until January 26, 2024.

Multiple Unit Pricing – Multiple unit pricing is based on the apparatus being purchased, manufactured, and delivered at the same time. If apparatus are not ordered, manufactured, and delivered at the same time, revised pricing will be required.

Credit Card Payments – Payments made for apparatus using a credit card will be applicable to a credit card convenience fee.

Performance Bond – A performance bond is not included in the above pricing.

Transportation - The above pricing includes funds to transport the apparatuses under its own power from the factory to the customer location. If the City elects to drive the apparatus from the factory, \$16,500.00 (\$5,500.00 per unit) may be deducted from the purchase price. If this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

Inspection Trips – Three (3) factory inspection trips for four (4) fire department customer representatives are included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacturer's representative and the customer. Airfare, lodging, and meals while at the factory are included. In the event the fire department is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trips. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the fire department. If the Department elects to forgo an inspection trip \$2,400.00 per traveler (per trip) will be deducted from the final invoice.

Future Changes – Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and in any such event any resulting cost increases incurred to comply will be added to the Purchase Price to be paid by the Customer and documented on a Change Order.

Federally Funded Purchases – Company is registered with SAM.gov, is in good standing for purchases utilizing federal funds, and has no past, pending, or threatened litigation that would impact its ability to fulfill the obligations committed herein.

Hughes Fire Equipment, Inc., with corporate offices located in Springfield, Oregon, is the Pierce dealer for your territory and can be reached by calling 800-747-6510. Our regional facility located in Tacoma, Washington will be the service center responsible for this unit.

Pierce Manufacturing, Inc., a subsidiary of Oshkosh Corporation, has been in the manufacturing business since 1913 in Appleton, Wisconsin, and has facilities located in Weyauwega, Wisconsin and Bradenton, Florida.

This proposal may be utilized for Cooperative Purchasing by other public agencies.

We would like to thank you for inviting us to submit a proposal for this equipment. If we can be of further assistance, please feel free to contact us,

Sincerely,



Rex Hughes
President
Pierce Manufacturing, Inc.
RH/dt



Darby Hepper
Sales Representative
Pierce Manufacturing, Inc.
DHE/dt

Project title: 2024 Human Needs Funding Resolution

Council Bill # *interoffice use*

Agenda dates requested:

1/4/2024

Briefing

Proposed action

Consent ☒

Action

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

2024 Human Needs Fund
Recommendation Resolution
(SD)

Department(s) involved:

Community Development

Contact person:

Kembra Landry

Julie Willie

Phone number:

425-257-7155

Email:

klandry@everettwa.gov

Initialed by:

JW

Department head

Administration

Council President

Project: 2024 Human Needs Fund Resolution

Partner/Supplier: n/a

Location: n/a

Preceding action: [Council Resolution 7931](#); Citizen Advisory Committee Public Hearing
12/14/2023

Fund: 009 Human Needs

Fiscal summary statement:

Annually, City Council has budgeted \$4 per capita towards agencies and programs that provide human services and benefit community members in need. For 2024, \$456,800 has been made available from the City's General Fund. Following similar action in 2023, Council has also awarded an additional \$100,000 from COVID Relief Funds.

Any funds unused in prior Program Years will be reallocated for 2024 awards. A total of \$37,071 is available to be reallocated.

A total of \$582,772 has been made available for award allocations.

Project summary statement:

Managed by the City's Community Development Division, Human Needs Funds are general fund dollars that directly support the city's most vulnerable residents through grant awards to community partners. Human Needs funds run consistent with the City's fiscal year, January to December.

Award recommendations for funding proposals are established annually through a public hearing held by the Citizen Advisory Committee and enacted through City Council action in the form of a Resolution.

City Council adopted priority needs for 2024 Human Needs funds under Resolution 7931 on [September 13, 2023](#). Human services agencies applied for funding under the priority needs identified. The Citizen Advisory Committee held a public hearing on December 14, 2023 to review applications and provide funding recommendations to City Council.

Once approved for funding, agencies will be able to bill for expenses incurred January 1 – December 31, 2024.

Recommendation (exact action requested of Council):

Adopt the Resolution approving the 2024 Human Needs grant allocations and authorizing the Mayor or designee to execute contracts with grant recipients.

RESOLUTION NO. _____

A RESOLUTION for Expenditure of 2024 Human Needs Grant Funding

WHEREAS, the City allocates funding each year to be used for human needs programs;

WHEREAS, \$456,800 is included in the 2024 budget for this purpose;

WHEREAS, an additional \$100,000 has been allocated from locally identified COVID Relief Funds under Council Resolution 7817;

WHEREAS, for the 2024 budget, any remaining unused funding from prior program year awards will be reallocated for contingency projects and city reserve funds for emergency human needs uses;

WHEREAS, there exists in the community a call for funds to supplement human needs programs;

WHEREAS, the City Council adopted priorities for Human Needs funding on September 13, 2023;

WHEREAS, on December 14, 2023, the Citizens Advisory Committee convened to consider and make annual awards to the City Council for allocation of these funds and voted to recommend funding as listed in this Resolution; and

WHEREAS, following action of the Citizens Advisory Committee, the following recommendations for the programs listed in Exhibit A are provided to the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE EVERETT CITY COUNCIL that the Mayor or designee is authorized to execute a contract with each of the listed agencies for the programs and amount specified in Exhibit A and take other actions as necessary to carry out such programs.

BE IT FURTHER RESOLVED, that the Everett City Council authorizes payment of invoices for expenses incurred for the above purposes, not to exceed the individual amount for each agency, between January 1, 2024 and December 31, 2024.

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2024.

Council President

EXHIBIT A

2024 PROGRAM YEAR REVENUE SOURCE	AMOUNT
HUMAN NEEDS GENERAL FUNDS	\$456,800.00
COVID IMPACT FUNDS	\$100,000.00
PRIOR PROGRAM YEAR REALLOCATED FUNDS	\$37,071.00
TOTAL	\$593,871.00
AGENCY (LISTED BY PRIORITY GROUP)	AWARD
HOUSING CHOICES FOR ALL	
Cocoon House: Cocoon House Journeys	\$40,000.00
Domestic Violence Services of Snohomish County: Youth Program	\$21,772.00
Interfaith Family Shelter: Scattered Site Support <i>*Identified as a contingency project.</i>	\$50,000.00
Snohomish County Legal Services: Legal Services	\$17,500.00
Salvation Army: Rental Assistance	\$10,000.00
VIOLENCE PREVENTION AND REDUCTION	
Hand in Hand: Gang/Violence Prevention	\$10,000.00
BEHAVIORAL HEALTH	
Child Advocacy Center at Dawson Place: Behavioral Health Services	\$10,000.00
ChildStrive: Outreach Mental Health Counseling at the Village on Casino Road	\$22,500.00
Compass Health: Compass Health and Cocoon House Partnership	\$27,500.00
Everett Recovery Cafe: Peer Support Recovery Program	\$27,500.00
YWCA: Homeward House Collaborative	\$35,000.00
PROSPEROUS CITY	
Schack Art Center: Free Art Programs at Madrona Square	\$15,000.00
OTHER PUBLIC SERVICES	
Arc of Snohomish County: Independent Living - Systems Navigation	\$25,000.00
Housing Hope: Teen and Young Parent	\$10,000.00
Housing Hope: Child and Family Specialist Program	\$20,000.00
Marshallese Association of Puget Sound: Gathering Spaces	\$10,000.00
CITY PARTNERED SERVICES	

Bridgeways: Everett MAP Court Program	\$60,000.00
Homage: Community Table Dining at Carl Gipson	\$25,000.00
Volunteers of America: Everett Hot Meals Coalition	\$75,000.00
Volunteers of America: Woman and Children Pallet Community	\$81,000.00
TOTAL AWARD ALLOCATIONS	\$582,772.00
City Reserve	\$11,099.00



City Council Agenda Item Cover Sheet

Project title: Resolution Approving the Everett Station District Business Improvement Area (BIA) 2024 Budget

Council Bill # *interoffice use*

Agenda dates requested:

January 24, 2024

Briefing

Proposed action

Consent

Action ☒

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments: Resolution,
ESD 2024 Budget

Department(s) involved:

Finance

Contact person:

Susy Haugen

Phone number:

X8612

Email:

shaugen@everettwa.gov

Initialed by:

SH

Department head

Administration

Council President

Project: 2024 Budget

Partner/Supplier:

Location:

Preceding action: Ordinance 3919-22

Fund: N/A

Fiscal summary statement:

This action has no impact on the City of Everett's budget.

Project summary statement:

The Resolution approves the Everett Station District's 2024 budget as adopted by its board of directors. Ordinance 3919-22, which established the Everett Station District BIA, requires annual budget approval by the City Council or Finance Director.

The total proposed 2024 budget is \$551,368, including \$125,164 to be transferred to reserves.

Recommendation (exact action requested of Council):

Adopt Resolution approving the Everett Station District Business Improvement Area (BIA) 2024 budget



RESOLUTION NO. _____

A RESOLUTION of the City of Everett approving the Everett Station District Business Improvement Area (BIA) 2024 budget

WHEREAS,

1. Ordinance 3919-22 requires the City Council or the City of Everett's Finance Director to approve the annual Everett Station District BIA budgets.
2. The Everett Station District has submitted a budget for 2024 for approval.
3. The total budget appropriation for 2024 is \$515,368, including \$125,164 to be transferred to reserves.
4. The 2024 budget submitted by the Everett Station District has been approved by its board of directors.

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

The City of Everett City Council approves the Everett Station District BIA budget as submitted.

Councilmember introducing resolution

Passed and approved this _____ day of _____, 2024.

Council President

ESDA BIA 2024 Budget

Revenues	Total
2024 Assessment Value	\$340,567
Unspent 2023 Assessment Value	\$174,801

Expenses	Clean + Safe	Parking	Neighborhood Enhancement	Promotion, Communications, and Economic Development	Management & Accounting	Startup	Total
Program Expenses attributed to 2024 Assessments	\$264,750	\$7,500	\$19,250	\$8,500	\$31,250	\$0	\$331,250
Unallocated Due to Potential Failure to Collect in 2024 Assessments	\$0	\$0	\$0	\$0	\$0	\$0	\$8,954
Program Expenses attributed to 2023 Carryover	\$37,500	\$0	\$5,000	\$5,000	\$2,500	\$0	\$50,000
2024 Assessments Put into Reserve	\$363						\$363
2023 Carryover Put into Reserve	\$93,601	\$0	\$12,480	\$12,480	\$6,240	\$0	\$124,801
TOTAL	\$396,214	\$7,500	\$36,730	\$25,980	\$39,990	\$0	\$515,368

Notes

1. The 2024 total assessment value is based on a 4.6% CPI adjustment to the 2023 total assessment value.
2. The budget plans for a 2.6% failure to collect rate for 2024, and this portion is not allocated for program expenses in 2024. However, this assessment amount may be allocated for expenses in future years if collected.
3. In 2023, \$53,834.46 of assessments remained to be collected at year end, which was higher than the budgeted uncollection amount of \$12,090 for 2023. For this reason, the City of Everett has not paid ESDA's November and December invoices and will pay the invoices once the assessments have been collected.
4. In 2023, ESDA incurred \$150,789 in BIA expenses, which was \$162,711 less than budgeted due to a later start to the BIA programming than anticipated and additional grant support for the organization. With the anticipation that the remaining \$53,834 from the 2023 assessments will be collected in 2024 or future years, there is a total unspent value of the 2023 assessments of \$174,801.
5. The significant reserve accounts provide needed flexibility for the higher than expected uncollected assessments in 2023 and possibly 2024, and the projected increased costs associated with program management of the Clean+Safe program into 2025, 2026, and 2027. In addition, ESDA currently has no office or utility expenses, which may change in 2024 or future years.
6. Based on this 2024 budget, ESDA will invoice the City of Everett's ESDA BIA account on a monthly basis in the amount of \$27,634.42.
7. If 100% of 2023 and 2024 assessments are paid by ratepayers by yearend of 2024, the City of Everett's ESDA BIA account will have \$21,044, which is equal to the budgeted unallocated amounts in 2023 and 2024 for projected failure to collect. This funding would be available for allocation in 2025 or later years.



To: City Council Members
From: Cassie Franklin, Mayor
Re: Appointment to Boards and Commissions
Date: January 23, 2024

Everett City Council Members,

It is my recommendation that the following applicant be appointed to a City of Everett Board or Commission (more information attached).

On Wednesday, January 24, 2024, I will be asking for your concurrence on the following appointments:

To the Planning Commission

- Nathan Shelby, Pos #5 – term expiring 12/31/2029

If you have any comments or concerns regarding these appointments, please connect with my office.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Cassie', with a long horizontal flourish extending to the right.

Cassie Franklin
Mayor, City of Everett

c. Nichole Webber, Yorik Stevens-Wajda, Jennifer Gregerson and Deb Williams

Office of the Mayor
CASSIE FRANKLIN

2930 Wetmore Ave Ste 10A
Everett, WA 98201

425.2577115
425.2578729fax

everettwa.gov



**EVERETT CITY COUNCIL
2024 COUNCIL LIAISON ASSIGNMENTS AND MAYORAL APPOINTMENTS**

Mary Fosse, District 1

Animal Shelter Advisory Board - 4th Tuesday Jan, Apr, Jul, Oct 5:30pm – 7:30pm
Council of Neighborhoods – 4th Monday 4 p.m.
Joint CT/ET Exploratory Committee
Multiuse Facility Committee

Paula Rhyne, District 2

Historical Commission – 4th Tuesday
LTAC Chair – Scheduled Annually
Mayors Drug Crisis Task Force
National League of Cities Human Development Committee
PSRC Economic Development District Board – Quarterly 1st Wed 10am-12pm

Don Schwab, District 3

Fire Pension Board – 3rd Wednesday 9:30 a.m.
Multiuse Facility Committee
Police Pension Board – 3rd Wednesday 9:00 a.m.
Snohomish County Cities

Liz Vogeli, District 4

Alliance for Housing Affordability – Quarterly 4th Wednesday, 4:30pm
Parks Board – Semi Quarterly 1st Tuesday 4:45 p.m.
Transportation Advisory Committee – 3rd Thursday 8:00 a.m.

Ben Zarlingo, District 5

Joint CT/ET Exploratory Committee
PSRC Transportation Board- 4th Wednesday 10:00 a.m.
PSRC TPB Transit Caucus
Snohomish County Tomorrow– 4th Wednesday 6:00 p.m.

Scott Bader, At-Large

AWC Legislative Committee
Library Board – 3rd Tuesday 6:00 p.m.
PSRC Executive Board, Alternate – 4th Thursday 10:00 a.m.
PSRC Growth Management Board – 1st Thursday 10:00 a.m.
Regional Fire Authority Exploratory Committee

Judy Tuohy, At-Large

Council of Neighborhoods – 4th Monday 4 p.m.
Cultural Arts Commission – 2nd Tuesday 5:00 p.m.
Sno911 Board – 3rd Thursday 8:30 a.m.
Regional Fire Authority Exploratory Committee

Council Committees

- **Budget Committee**
 - CHAIR: Schwab
 - Members: full Council
- **Built Environment**
 - CHAIRS: Vogeli and Zarlingo
 - Member: Bader
- **Health and Human Services**
 - CHAIRS: Fosse and Rhyne
 - Member: Tuohy
- **Parks and Quality of Life**
 - CHAIRS: Vogeli and Zarlingo
 - Member: Rhyne
- **Safe Community**
 - CHAIRS: Bader and Tuohy
 - Member: Fosse

