



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

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: April 17, 2024

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 \$2,473,287.30 For The Period Ending April 6, 2024 Through April 12, 2024.

Documents:

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

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,391,367.92 For The Period Ending April 6, 2024.

Documents:

[2024 RESOLUTION FOR PAYROLL PAY PERIOD 08.PDF](#)

(3) Award And Authorize Approximately \$1,600,000 With MillerKnoll Inc And Approved Subcontractors Such As Catalyst Workplace Activation Using Washington State Department Of Enterprise Services Contract #21422/COE #2023-115 For Office Furniture.

Documents:

[OFFICE FURNITURE.PDF](#)

(4) Authorize City Staff To Apply For And If Awarded Authorize The Mayor To Sign All Necessary Documents And Agreements With The Washington Auto Theft Prevention Authority, Regarding The Application, Acceptance, And Utilization Of The Auto Theft Prevention Grant, In The Amount Of \$250,000.

Documents:

[AUTO THEFT GRANT.PDF](#)

(5) Authorize The Mayor To Sign The Professional Services Agreement With Hargis Engineers, Inc. For Commissioning Services For The Everett Municipal Building-Public Works Tenant Improvements Project.

Documents:

[EMB-PW TENANT IMPROVEMENTS PROJECT HARGIS ENGINEERS, INC. COMMISSIONING SERVICES PSA.PDF](#)

(6) Authorize City Staff To Apply For And If Awarded Authorize The Mayor To Sign All Necessary Documents And Agreements With The Criminal Justice Training Commission, Regarding The Application, Acceptance, And Utilization Of The Police Wellness Grant, In The Amount Of \$120,000.

Documents:

[CJTC OFFICER WELLNESS GRANT.PDF](#)

(7) Adopt A Resolution Declaring A 1999 Ford F450 (J0032) Surplus And Authorizing Sale At Public Auction.

Documents:

[1999 FORD F450 SALE.PDF](#)

(8) Adopt A Resolution Declaring A 2007 Chevy Silverado 1500 Pick-Up Truck (V0184) Surplus And Authorizing Sale At Public Auction.

Documents:

[2007 CHEVY SILVERADO 1500 PICKUP TRUCK SALE.PDF](#)

(9) Authorize The Mayor To Sign The Snohomish County Interlocal Agreement For Affordable Housing And Behavioral Health Funds On Behalf Of The City Of Everett.

Documents:

[SC AFFORDABLE HOUSING AND BEHAVIORAL HEALTH FUND ILA.PDF](#)

PROPOSED ACTION ITEMS:

(10) CB 2404-98 – 1st Reading - Adopt An Ordinance Creating A Special Construction Project Entitled "Main Library HVAC Replacement Project", Fund 342, Program 041, To Accumulate Design And Engineering Costs For The Project. (3rd & Final Reading 5/8/24)

Documents:

[CB 2404-98.PDF](#)

(11) CB 2404-99 – 1st Reading - Adopt An Ordinance Creating A Special Construction Project Entitled "South Police Precinct HVAC Controls Replacement Project", Fund 342, Program 044, To Accumulate Design And Engineering Costs For The Project. (3rd & Final Reading 5/8/24)

Documents:

[CB 2404-99.PDF](#)

ACTION ITEMS:

(12) CB 2403-91 – 3rd & Final Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "20th St CIPP Sewer Lining" Fund 336, Program 038 Repealing Ordinance No. 3950-23.

Documents:

[CB 2403-91.PDF](#)

(13) CB 2403-92 – 3rd & Final Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "WFP Phase 2 Capital Upgrades" Fund 336, Program 021 And Repealing Ordinance No. 3943-23.

Documents:

[CB 2403-92.PDF](#)

(14) CB 2404-93 – 3rd & Final Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled, "Senator Henry M. Jackson Park Lighting Improvement Project", Fund 354, Program 099 To Accumulate All Costs For The Project In The Amount Of \$150,000.

Documents:

[CB 2404-93.PDF](#)

(15) CB 2404-94 -3rd & Final Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Thornton A. Sullivan Park Floating Dock Repairs", Fund 354, Program 100, To Accumulate All Design, Engineering, And Permitting Costs For The Project In The Amount Of \$40,000.

Documents:

[CB 2404-94.PDF](#)

(16) CB 2404-95 – 3rd & Final Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Thornton A. Sullivan Park Disc Golf Course Improvements Project", Fund 354, Program 096 To Accumulate All Costs For The Project In The Amount Of \$150,000.

Documents:

[CB 2404-95.PDF](#)

(17) CB 2404-96 – 3rd & Final Reading - Adopt An Ordinance Granting Permission To The United States Postal Service To Construct, Maintain, And Operate An Overhead Skybridge Across 80th Street SW, Located Approximately 585-Feet West Of Hardsen Road.

Documents:

[CB 2404-96.PDF](#)

(18) CB 2404-97 – 3rd & Final Reading - Adopt An Ordinance Approving The Appropriations Of The 2024 Revised City Of Everett Budget And Amending Ordinance No. 3983-23.

Documents:

[CB 2404-97.PDF](#)

(19) Approve A Resolution Adding The APEX Art And Culture Center Building Located At 1611 Everett Avenue To The Everett Register Of Historic Places.

Documents:

[HISTORICAL REGISTER - APEX BUILDING.PDF](#)

(20) Authorize The Mayor To Sign The Professional Services Agreements For 2024-2028 On-Call Environmental Services.

Documents:

[ENVIRO ON-CALL 2024-2028 PSAS.PDF](#)

(21) Authorize The Mayor To Sign The Recreational Trail Easement For The Interurban Trail.

Documents:

[PUD RECREATIONAL TRAIL EASEMENT.PDF](#)

COUNCIL BRIEFING AGENDA: (These Items Come Before The City Council Serving As A Council Committee Of The Whole And Are Likely To Be Scheduled At A Future Meeting.)

BRIEFINGS:

(22) Emergency Mobile Opioid Team In Everett-Conquer Addiction PLLC Professional Services Agreement

Documents:

[EMOTE PSA.PDF](#)
[EMOTE PRES.PDF](#)

(23) Revenue Options

Documents:

[REVENUE OPTIONS.PDF](#)
[REVENUE OPTIONS PRES.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->.

RESOLUTION NO. _____

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

Whereas the claims payable by check against the City of Everett for the period April 6, 2024 through April 12, 2024, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>	<u>Fund</u>	<u>Department</u>	<u>Amount</u>
001	City Council	287.64	101	Parks & Recreation	8,421.59
002	General Government	(20,497.31)	110	Library	30,657.94
003	Legal	14,100.06	112	Community Theater	4,739.72
004	Administration	9,670.60	119	Public Works-Street Improv	698.70
005	Municipal Court	2,216.92	120	Public Works-Streets	705.21
009	Misc Financial Funds	329,376.77	126	MV-Equipment Replacemer	4,731.20
018	Communications, Mktg & Engag	1,800.00	146	Property Management	33,039.99
021	Planning & Community Dev	30,700.00	152	Cum Reserve-Library	3,182.69
024	Public Works-Engineering	188,229.62	153	Emergency Medical Service:	110,568.48
026	Animal Shelter	2,291.02	155	Capital Reserve Fund	31,075.04
031	Police	7,097.54	162	Capital Projects Reserve	978.81
032	Fire	14,174.63	197	CHIP Loan Program	19,950.30
038	Facilities Maintenance	5,202.53	198	Community Dev Block Gran	1,249.00
	TOTAL GENERAL FUND	\$ 584,650.02	336	Water & Sewer Sys Improv I	1,771.32
			354	Parks Capital Construction	389,179.00
			401	Public Works-Utilities	559,026.41
			402	Solid Waste Utility	1,618.37
			425	Public Works-Transit	286,794.79
			430	Everpark Garage	25,004.44
			440	Golf	57,727.57
			501	MVD-Transportation Service	7,590.93
			503	Self-Insurance	5,980.00
			505	Computer Reserve	7,308.95
			637	Police Pension	39,147.66
			638	Fire Pension	56,886.76
			661	Claims	119,037.63
			665	Other Special Agency Funds	49,269.42
			670	Custodial Funds	32,295.36
			TOTAL CLAIMS	\$ 2,473,287.30	

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2024

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 April 06, and checks issued April 12, 2024, 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	12,844.43	6,939.39
003	Legal	87,325.57	26,355.54
004	Administration	52,087.11	12,043.30
005	Municipal Court	68,624.56	24,131.12
007	Personnel	57,350.73	17,677.51
010	Finance	99,597.33	32,155.70
015	Information Technology	113,810.78	37,538.51
018	Communications and Marketing	23,319.96	7,349.90
021	Planning & Community Dev	129,173.87	38,131.19
024	Public Works	212,422.71	70,752.18
026	Animal Shelter	56,563.08	23,529.55
030	Emergency Management	10,764.81	3,515.75
031	Police	1,173,915.00	304,149.34
032	Fire	841,147.80	217,192.09
038	Facilities/Maintenance	108,375.55	42,259.99
101	Parks & Recreation	155,938.56	60,478.18
110	Library	122,957.69	41,252.35
112	Community Theatre	8,654.25	2,147.81
120	Street	75,398.51	28,163.86
153	Emergency Medical Services	447,072.11	107,943.77
197	CHIP	11,771.43	3,494.94
198	Community Dev Block	3,839.52	1,277.28
401	Utilities	890,497.78	333,922.85
425	Transit	511,170.98	189,846.35
440	Golf	35,655.35	12,627.69
501	Equip Rental	81,088.45	30,960.67
		<u>\$5,391,367.92</u>	<u>\$1,675,836.81</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2024.

Council President

Project title: Award and Authorize Approximately \$1,600,000.00 with MillerKnoll, Inc and Approved Subcontractors such as Catalyst Workplace Activation using Washington State Department of Enterprise Services Contract #21422/COE #2023-115 for Office Furniture.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 4/24/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Contract #21422

Department(s) involved:
Procurement and Facilities

Contact person:
Theresa Bauccio-Teschlog

Phone number:
(425) 257-8901

Email:
tbauccio@everettwa.gov

Initialed by:
sh
Department head

Administration

Council President

Project: Purchase of Office Furniture for the Everett Municipal Building Tenant Improvement Project

Partner/Supplier : MillerKnoll, Inc. and approved subcontractors such as Catalyst Workplace Activation

Location: Everett Municipal Building

Preceding action:

Fund: 342, Program 42 (CIP-1)

Fiscal summary statement:

On March 6, 2024, City Council approved an amendment to Funding Ordinance 4008-24 to fund the full Everett Municipal Building – Public Works Tenant Improvement Project in the amount of \$36,000,000. The anticipated spend amount for office furniture for this project is \$1,600,000, including tax.

Project summary statement:

This furniture purchase will furnish the finished spaces created during the Everett Municipal Building Tenant Improvement Project.

The State of Utah, in conjunction with NASPO ValuePoint, released RFP #CT22-79 for Office Furniture and Related Services on March 16, 2022. The solicitation was publicly advertised on the Utah Public Procurement Place website from March 16, 2022, to April 27, 2022. A total of 18 vendor responses were received and evaluated. The Sourcing Team conducted individual evaluations from May 12, 2022, through June 1, 2022. All proposals were evaluated in accordance with Part 7 of the Utah Procurement Code by an Evaluation Committee consisting of a minimum of three evaluators. A total of ten vendors were awarded across six categories, as detailed in the Award Justification Statement available on the NASPO website. Contract Master Agreement #MA3967 between MillerKnoll, Inc. and the State of Utah was signed on November 22, 2022, as a result of this process.

Effective January 24, 2023, The State of Washington Department of Enterprise Services signed into agreement with MillerKnoll, Inc., Participating Addendum #21422 to Master Agreement #MA3967. This participating addendum allows for political subdivisions in the state of Washington, including cities, to use the State of Utah #MA3967 contract. The City has an Interlocal Agreement with the Washington State Department of Enterprise Services that allows for purchases from its competitively awarded contracts in lieu of soliciting bids on our own. On August 18, 2023, City of Everett Procurement confirmed that the WA DES #21422/NASPO #MA3967 contract met all standards for the City of Everett to use for the purchase of office furniture and created COE #2023-115 for tracking the use of this contract.

Recommendation (exact action requested of Council):

Award and authorize approximately \$1,600,000 with MillerKnoll Inc and approved subcontractors such as Catalyst Workplace Activation using Washington State Department of Enterprise Services Contract #21422/COE #2023-115 for office furniture.



**PARTICIPATING ADDENDUM
NASPO VALUEPOINT**

OFFICE FURNITURE AND RELATED SERVICES

Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MA3967

MillerKnoll, Inc.
(hereinafter "Contractor")

and

State of Washington
(hereinafter "Participating State")

WASHINGTON CONTRACT No.: 21422

This Participating Addendum for the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and MillerKnoll, Inc., a Michigan Corporation ("Contractor") and is dated and effective as of January 24, 2023.

RECITALS

- A. Pursuant to Legislative authorization codified in RCW 39.26.060, Enterprise Services, on behalf of the State of Washington, is authorized to participate in cooperative purchasing agreements to develop master agreements to procure goods and/or services and to make such competitively solicited and awarded contracts available to Washington state agencies and designated eligible purchasers consistent with terms and conditions set forth by Enterprise Services.
- B. Enterprise Services timely provided public notice of the competitive solicitation process conducted by the above-referenced lead state through Washington's Electronic Business Solutions (WEBS) system.
- C. The above-referenced Lead State, as part of its competitive solicitation process, evaluated all responses to its procurement and identified Contractor as an apparent successful bidder and awarded a Master Agreement to Contractor.
- D. Enterprise Services has determined that participating in this Master Agreement is in the best interest of the State of Washington.
- E. The purpose of this Participating Addendum is to enable eligible purchasers, as defined herein, to utilize the Master Agreement as conditioned by this Participating Addendum.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **SCOPE**: This Participating Addendum covers the competitive procurement for Office Furniture and related services led by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official.
2. **PARTICIPATION**: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions, and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities" or "Purchasers"):
 - (a) **WASHINGTON STATE AGENCIES**. All Washington state agencies, departments, offices, divisions, boards, and commissions.
 - (b) **WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES)**. Any the following specific institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
 - (c) **CONTRACT USAGE AGREEMENT PARTIES**. The Master Agreement also may be utilized by any of the following types of entities that have executed a Contract Usage Agreement (CUA) with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.

By placing an order under this Participating Addendum, each Purchasing Entity agrees to be bound by the terms and conditions of this Participating Addendum, including the Master Agreement. Each Purchasing Entity shall be responsible for its compliance with such terms and conditions.

3. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

- 3.1. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM:** Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at [WEBS](#). Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.
- 3.2. **WASHINGTON'S STATEWIDE PAYEE DESK:** To be paid for contract sales, Contractors must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).
- 3.3. **CONTRACT SALES REPORTING:** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.
- (a) **REPORTING.** Contractor shall report quarterly Contract sales in Enterprise Services' [Contract Sales Reporting System](#). Enterprise Services will provide Contractor with a login password and a vendor number.
 - (b) **DATA.** Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.
 - (c) **DUE DATES FOR CONTRACT SALES REPORTING.** Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER ENDING	CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

- 3.4. **VENDOR MANAGEMENT FEE:** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.25 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax) authorized by this Participating Addendum.
- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .01250.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:
 - This Washington Contract No.: **21422**
 - The NASPO Master Agreement No.: **MA3967**
 - The year and quarter for which the VMF is being remitted, and
 - Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (d) Contractor's failure accurately and timely to report total net sales, to submit timely usage reports, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend or terminate this Participating Addendum or exercise any other remedies as provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.
- (f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

3.5. **CONTRACTOR REPRESENTATIONS AND WARRANTIES:** Contractor makes each of the following representations and warranties as of the effective date of this Participating Addendum and at the time any order is placed pursuant to the Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- (a) **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
- (b) **CIVIL RIGHTS.** Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) **EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION).** Contractor represents and warrants that Contractor does NOT require its employees,

as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Participation Agreement, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

3.6. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION:** Contractor shall comply with applicable law. Prior to making any sales hereunder, if Contractor is not already registered, Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to Purchasers in the State of Washington, if Contractor does not currently do so, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

3.7. **CONTRACTOR'S SALES AUTHORITY; PURCHASE ORDERS; & INVOICES:**

- (a) **CONTRACTOR'S SALES AUTHORITY.** Pursuant to this Participating Addendum, Contractor is authorized to provide only those goods/services set forth in the Master Agreement as conditioned by this Participating Addendum. Contractor shall not represent to any Purchaser hereunder that it has any authority to sell any other materials, supplies, services and/or equipment.
- (b) **INVOICES.** Contractor must provide a properly completed invoice to Purchaser. All invoices are to be delivered to the address indicated in the purchase order. Each invoice must include the:
 - Washington Contract Number 21422
 - Lead State Master Agreement Number MA3967.
 - Contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM); and
 - Applicable Purchaser's order number.

Invoices must be prominently annotated by the Contractor with all applicable volume discount(s).

- (c) Orders can be made out to (a) Contractor or (b) Contractor's authorized subcontractors as approved by Contractor and the Participating State.
- (d) Invoices may be generated by either Contractor or Contractor's authorized subcontractor that receives the order from the Participating Entity.
- (e) In order to ensure compliance with agreement terms, Contractor's authorized subcontractor shall include a copy of Purchaser's purchase order with subcontractor's order to Contractor.

3.8. **ENVIRONMENTAL POLICY.** The Washington State environmental policies include the following considerations and requirements. State Agencies must purchase items in compliance with these criteria. Contractor shall supply products that meet the following requirements. All furniture products shall:

- (a) be free of vinyl (polyvinyl chloride or PVC), PFAS fluorinated stain-resistance chemicals, formaldehyde, antimicrobial coatings, and flame retardants as well as furniture with Prop 65 chemicals, which are "known to the state of California to

cause cancer, birth defects or reproductive harm.” Products should be labeled that they meet California’s flame retardancy standards without the use of chemical flame retardants.

- (b) have at least one of the following environmental or health attributes:
 - a. Made of reclaimed materials (e.g., wood).
 - b. Products contain at least 30% post-consumer recycled material and/or 50% total recycled content (Total recycled is the amount of post-consumer recycled content and post-industrial recycled content that the product contains).
 - c. Products that have a Declare Label, preferably those that are designated as “Red List Free”.
 - d. BIFMA LEVEL 2 or higher certified (specify or look for highest level available including meeting credit 7.4.4 in the e-3 2019 standard).
 - e. Cradle to Cradle Certified or Material Health Certificate: v3.1 at the Gold level or higher OR v4.0 at the Silver level or higher.
 - f. Forest Stewardship Council (FSC) (for wood and bamboo).
 - g. SCS Indoor Advantage Gold (low emitting).
 - h. UL GREENGUARD Gold (low emitting).

3.9. **SERVICE RATES.** Contract Service Rates are attached in Exhibit A.

- 4. **LEASE AGREEMENTS:** Leasing or renting equipment is not allowed throughout the term of the Master Agreement.
- 5. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Participating State

Attn: Brad Stringfellow
State of Washington
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-2213
Email: DESContractsTeamFir@des.wa.gov

Contractor

Attn: Preston Ziegler
MillerKnoll, Inc.
855 East Main Ave.
Zeeland, MI 49464
Tel: (616) 654-8843
Email:
Preston_Ziegler@HermanMiller.com

- 6. **SUBCONTRACTORS:** Except for subcontracts with Contractor’s designated resellers/distributors/fulfillment partners (“Designated Subcontractors”), Contractor shall not subcontract, assign, or otherwise transfer its obligations under the Master Agreement and this Participating Addendum without Enterprise Services’ prior written consent. Violation of this condition shall constitute a material breach establishing grounds for termination of this Participating Addendum.
 - (f) **SUBCONTRACTOR AUTHORIZATION.** Contractor is authorized, without additional Participating State consent, to utilize its Designated Subcontractors to provide sales and service support to Purchasers hereunder; *provided*, however, that such participation shall be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum. Contractor shall maintain

a list of such Designated Subcontractors utilized for this Participating Addendum, and, upon request, promptly provide Enterprise Services with such list and any updates.

- (g) **CONTRACTOR RESPONSIBILITY FOR SUBCONTRACTORS.** Contractor shall be responsible to ensure that all requirements of the Master Agreement (including, but not limited to, insurance requirements, indemnification, Washington state business registration, etc.) flow down to any and all Designated Subcontractors. In no event shall the existence of a subcontract between Contractor and its subcontractor operate to release or reduce Contractor's liability to the Participating State or any Purchaser for any breach of the Master Agreement or this Participating Addendum. As to Participating State and Purchasers hereunder, Contractor shall have full and complete responsibility and liability for any act or omission by Contractor's Designated Subcontractors.
- (h) **PURCHASER PAYMENT REGARDING CONTRACTOR'S DESIGNATED SUBCONTRACTORS.** Notwithstanding any provision to the contrary, the parties understand and agree that for any contract sales or service provided pursuant to the Master Agreement and this Participating Addendum, Purchaser payment shall be made directly to Contractor as the awarded vendor pursuant to the competitive procurement; *provided*, however, that, in the event any such sales or services are performed by a Designated Subcontractor for Contractor, Contractor may instruct such Purchaser to make payment for such sales or services to Contractor's identified Designated Subcontractor. Regardless of whether Contractor instructs a Purchaser to make such payment to Contractor's Designated Subcontractor, Contractor shall remain responsible for performance.
- (i) **CONTRACT SALES REPORTING.** Notwithstanding any provision to the contrary, Contractor shall report to Enterprise Services total contract sales, delineated by purchaser, made by each individual Designated Subcontractor, and also report total contract sales, delineated by purchaser, on a consolidated Contractor 'roll-up' basis. Contractor shall maintain records supporting such reports in accordance with the Master Agreement's records retention requirements.

7. **ORDERS:** Unless the parties to the applicable purchase order agree in writing that another contract or agreement applies to such order, any order placed by a Purchaser for goods/services available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.

8. **GENERAL:**

- 8.1. **INTEGRATED AGREEMENT; MODIFICATION.** This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.
- 8.2. **AUTHORITY.** Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and

performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

- 8.3. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Participating Addendum or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.
- 8.4. COUNTERPARTS. This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Elena McGrew

Type Name: Elena McGrew

Its: Statewide Enterprise Procurement Manager

Date: Jan 26, 2023

MILLERKNOLL, INC.,
A MICHIGAN CORPORATION

By: Jay Lanenga
Jay Lanenga (Jan 25, 2023 08:01 EST)

Type Name: Jay Lanenga

Its: Director of Contracts

Date: Jan 25, 2023

EXHIBIT A**Subcontractor Service Rates**

Subcontractor	Design Hourly Rate	Project Management Hourly Rate	Installation Hourly Rate	Overtime Hourly Rate
Business Interiors NW dba Catalyst Workplace Activation <i>(Seattle Area-Western WA)</i>	\$70	\$70	\$55	\$85
MBI Systems <i>(Seattle Area-Western WA)</i>	\$75	\$75	\$54	\$85
HMI dba PacificWRO <i>(SW Washington)</i>	\$75	\$75	\$60	\$90
Contract Design Associates <i>(Spokane-Eastern WA)</i>	\$55	\$60	\$65	\$97.50
Chandler Business Interiors, Inc. <i>(Wenatchee-Eastern WA)</i>	\$65	\$65	\$65	\$97.50










State of Washington 21422 Office Furniture PA with MillerKnoll

Final Audit Report

2023-01-27

Created:	2023-01-24
By:	Brad Strinfellow (Brad.Stringfellow@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAtC1SRukuGlwx9GIk0t6gjX0G5iFyK5xJ

"State of Washington 21422 Office Furniture PA with MillerKnoll" History

-  Document created by Brad Strinfellow (Brad.Stringfellow@des.wa.gov)
2023-01-24 - 8:29:05 PM GMT
-  Document emailed to jay_lanenga@millerknoll.com for signature
2023-01-24 - 8:30:51 PM GMT
-  Email viewed by jay_lanenga@millerknoll.com
2023-01-24 - 8:46:26 PM GMT
-  Signer jay_lanenga@millerknoll.com entered name at signing as Jay Lanenga
2023-01-25 - 1:01:43 PM GMT
-  Document e-signed by Jay Lanenga (jay_lanenga@millerknoll.com)
Signature Date: 2023-01-25 - 1:01:45 PM GMT - Time Source: server
-  Document emailed to Elena McGrew (elena.mcgreg@des.wa.gov) for signature
2023-01-25 - 1:01:46 PM GMT
-  Email viewed by Elena McGrew (elena.mcgreg@des.wa.gov)
2023-01-25 - 7:54:56 PM GMT
-  Document e-signed by Elena McGrew (elena.mcgreg@des.wa.gov)
Signature Date: 2023-01-27 - 0:55:28 AM GMT - Time Source: server
-  Agreement completed.
2023-01-27 - 0:55:28 AM GMT



City Council Agenda Item Cover Sheet

Project title: Auto Theft Prevention Grant

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 4/24/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

x Yes No

PowerPoint presentation:

Yes X No

Attachments:

Department(s) involved:

Police, Legal

Contact person:

Jeff Hendrickson

Phone number:

425-257-8550

Email:

jhendrickson@everettwa.gov

Initialed by:

JD

Department head

Administration

Council President

Project: Auto Theft Prevention Grant

Partner/Supplier: Washington Auto Theft Prevention Authority

Location: City of Everett

Preceding action: N/A

Fund: 031/Police & 156/Criminal Justice

Fiscal summary statement:

Everett Police Department is requesting to apply for a grant for a total of \$250,000. If granted these funds, there would need to be a budget amendment. There is an in-kind match that will be covered through the cost of Officer overtime shifts as part of the North Everett and South Everett Emphasis Details that are currently being staffed.

Project summary statement:

The Everett Police Department (EPD) is seeking \$250,000 in grant funding from the Washington Auto Theft Prevention Authority (WATPA) to acquire Automated License Plate Recognition (ALPR) cameras as a proactive measure to address the escalating motor vehicle theft crisis. The acquisition of ALPR cameras also falls in line with EPD's Strategic Initiative #2: Leverage innovative technologies to reduce violent crime and improve community safety.

Motor vehicle thefts have become a pressing concern not only due to their profound impact on the victims of these crimes, but because of their use in other crimes, specifically violent crime. The connection between motor vehicle thefts and more serious criminal activities, such as burglaries, drive-by shootings, and homicides, underscores the urgency of addressing this issue comprehensively.

EPD's data shows an 80% increase in motor vehicle thefts from 2021 to 2023. The Motor Vehicle thefts for the first two months of 2024 are outpacing the same months in 2023 showing that the problem is increasing and indicating the need for immediate intervention to prevent further escalation.

Recommendation (exact action requested of Council):

Authorize city staff to apply for and if awarded authorize the Mayor to sign all necessary documents and agreements with the Washington Auto Theft Prevention Authority, regarding the application, acceptance, and utilization of the Auto Theft Prevention Grant, in the amount of \$250,000.

Project title: Professional Services Agreement with Hargis Engineers, Inc. for Commissioning Services for the Everett Municipal Building-Public Works Tenant Improvements Project

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Consent 4/24/2024
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Professional Service
Agreement Amendment

Department(s) involved:

Parks & Facilities
Administration
Public Works

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

Bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Everett Municipal Building – Public Works Tenant Improvements

Partner/Supplier : Hargis Engineers, Inc.

Location: 2930 Wetmore Ave.

Preceding action: Funding Ordinance 4008-24

Fund: Water & Sewer Utility Fund 401 & CIP-1

Fiscal summary statement:

The source of funds for the project is the Water & Sewer Utility Fund 401 and CIP-1. The contract total not to exceed is \$128,550.

Project summary statement:

This project will allow Hargis Engineers, Inc. to provide commissioning services related to the Everett Municipal Building-Public Works Tenant Improvements located at 2930 Wetmore Avenue, Everett, WA 98201.

Commissioning services will satisfy commissioning requirement to ensure startup and commissioning processes for the heating, ventilation, air conditioning (HVAC), electrical, plumbing, and fire alarm systems comply with the original equipment manufacturers standards and procedures and that all testing and commissioning work is successfully completed.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with Hargis Engineers, Inc. for commissioning services for the Everett Municipal Building-Public Works Tenant Improvements Project.



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the Service Provider identified 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	Hargis Engineers, Inc.
	1201 Third Avenue, Suite 600 Seattle, WA
	brian.haugk@hargis.biz
City Project Manager	Ruben Sanchez
	City of Everett – Parks & Facilities 802 E. Mukilteo Blvd, #100 Everett, WA 98201
	rsanchez@everettwa.gov
Brief Summary of Scope of Work	Hargis Engineers, Inc. to provide 3rd party commissioning for the Everett Municipal Building-Public Works Tenant Improvements
Completion Date	December 31, 2025
Maximum Compensation Amount	\$128,550.00

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Lisa Garcia
	206-441-6300
	lisa.garcia@usi.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If 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**

HARGIS ENGINEERS, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Brian Haugk

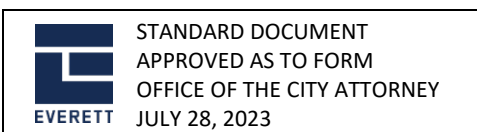
Signer's Email Address: brian.haugk@hargis.biz

Title of Signer: Principal, Mechanical, Energy Services,
and Commissioning

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 amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. To the extent the Work includes material subject to copyright, Service Provider agrees that the Work is done as a “Work For Hire” as that term is defined under U.S. copyright law, and that as a result, the City shall own all copyrights in the Work. To the extent that the Work includes material subject to proprietary right protection but does not qualify as a “Work For Hire” under applicable law, Service Provider hereby assigns to the City all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). To the maximum extent permitted by law, Service Provider waives all moral rights in the Work. Notwithstanding the foregoing, 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 the Work 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 or to an address designated by the City Project Manager in writing.
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"). 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. 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 obligations 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 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 (CGL) 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 CGL and auto 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 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/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

END OF GENERAL PROVISIONS
(v.071423.1)

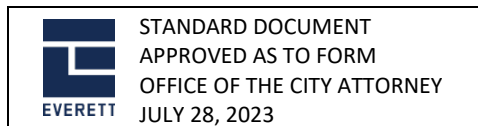


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

Hargis Engineers, Inc. to provide this commissioning proposal for your review. The professional services included in this Proposal are directly related to the Everett Municipal Building-Public Works Tenant Improvements (118,232 SF) located at 2930 Wetmore Avenue, Everett, WA 98201.

The following represents our understanding of the scope of commissioning services required to successfully test and commission this facility.

Commissioning Authority Responsibilities

Hargis Engineers will develop an overall commissioning program that will satisfy fundamental commissioning (Cx) requirements. We will work with the Engineer-of-Record (EOR) to coordinate the activities of all other project team members to ensure compliance with the program. Such procedures will ensure that the startup and commissioning processes comply with the Original Equipment Manufacturers (OEM) standards and procedures and ensure that all testing and commissioning work is successfully completed within the contract period. As the commissioning agent (CxA), we will work with the EOR, General Contractor (GC), and the owner team to deliver a commissioned project.

In addition to the overall responsibilities outlined above, we will provide the Commissioning services listed below per phase:

Design / PRE-Construction Phase

Immediately upon award, we will issue a Commissioning Plan document which will serve as a detailed guideline of the Cx process for all parties involved. It will include numerous graphics and charts to convey roles and responsibilities, lines of communication, identify parties and highlight key milestone events during the commissioning process. A separate equipment list, schedule duration and manpower requirements document will also be issued for the construction trades where applicable. Hargis will also become acclimated with the project's technical details by reviewing design drawings and specifications. All concerns or comments will be brought up to project team for response and action.

The scope of work during this phase is detailed below:

1. Develop the Commissioning Plan and necessary functional performance tests and procedures that will be provided to the EOR and project team for review and approval. The Commissioning Plan will describe the systems scheduled for commissioning, the nature of the testing to be performed, those required to be in

attendance, the documentation of these efforts that will be required, and who is responsible for this documentation.

2. Review Owner Project Requirement (OPR) and Basis of Design (BOD) for clarity and completeness.
3. Develop Cx specifications that can be incorporated into construction documents.
4. Perform design review backcheck on the 50% CD or 100% CD drawings to ensure all previous findings were implemented into design documents.
5. Review the Sequence of Operations (SOO)
6. Assist the General Contractor (GC) with developing a Commissioning Schedule.

Construction Phase

The Hargis CxA shall complete the following tasks during the construction phase:

1. Develop the Commissioning Plan draft which will serve as the roadmap of how the commissioning process will be implemented. The intention of this plan is to describe the systems scheduled for commissioning, the nature of the testing to be performed, key project team member involvement and what documentation is necessary to meet Cx Requirements.
2. Conduct one (1) onsite kickoff commissioning meeting to plan, coordinate, and schedule commissioning activities, review issues and discuss problem resolution.
3. Before startup, gather and review the current control sequences and interlocks and work with contractors and design engineers until sufficient clarity has been obtained in writing to be able to write detailed testing procedures.
4. Prepare Pre-Functional Test (PFT) scripts to be filled out by EC, GC, BMS, and equipment vendor during startup for the equipment listed in the equipment scope.
5. With necessary assistance and review from installing contractors, write the Functional Performance Test (FPT) procedures for equipment and systems.
6. Perform four (4) site visit to witness the startup procedure for the mechanical equipment.
7. Attend twenty-four (24) hours of teleconference construction meetings (1 MCx and 1 ECX).

Acceptance Phase

It is intended to demonstrate that the performance of the equipment and systems meets the requirements of the design documents:

1. (BMS) system annunciation for alarms will be witnessed as they apply to each piece of equipment listed to be commissioned.

2. Obtain pre-functional tests from CM with sign-offs that the systems have been checked out.
3. Manage, direct, and oversee the functional testing of each major piece of equipment to demonstrate that each item of equipment and system is operating according to the design intent and contract documents. Functional performance testing shall include operating the system and components through each of the written sequences of operation.
4. Obtain and review reports from functional testing of each major piece of equipment.
5. Provide Daily Commissioning Reports for each day of the "onsite" portion of the commissioning process. All Daily Commissioning Reports will be easily referenced to the master deficiency and resolution log.
6. Maintain a master deficiency and resolution log and a separate testing record. Provide to the CM written progress reports and test results with recommended actions.
7. Conduct brief daily commissioning meetings during the entire "onsite" portion of the commissioning process.

Post-Commissioning Phase

1. Hargis will prepare a Final Commissioning Report within fifteen (15) days of completion (one (1) soft copy). The report shall include an executive summary, a list of participants and roles, a brief building description, and the following sections:
 - a. Commissioning Plan
 - b. Commissioning Specification
 - c. OPR & BOD Review
 - d. 50% & 100 Design Review
 - e. Pre-functional Checklist
 - f. Functional Performance Test Scripts
 - g. Deficiency Log
 - h. Daily Commissioning Reports (DCR)

Commissioned Systems

1. The following systems will be commissioned for this project:

Mechanical

1. AHU (1)
2. Split Systems (12)
3. Transfer Fan (5)
4. HP Chiller (2)
5. Heat Trace (panel) (1)
6. CHW Pumps (4)
7. HW Pumps (3)
8. Ceiling Fans (6)
9. Boiler (1)
10. 162 VAVs **@ 20% sample** (33)
11. 46 Existing VAVs **@ 20% sample** (10)
12. CHW System Level Cx (1)
13. HW System Level Cx (1)
14. AHU/VAV System Level Cx (1)

Plumbing

1. IWH (8)
2. Existing EWH (1)
3. HPWH (1)
4. New EWH (1)
5. Domestic CPs (2)
6. Condensate Pump (1)

Fire Alarm

1. Recirc Pumps (4)
2. FACP (1st fl) (1)
3. Duct SD (1)
4. Fire Alarm System (SDs, Pull Stations) (1)

Electrical

1. Main Switchboard W metering (1)
2. SPD/TVSS (9)
3. Transformer (9)
4. Panelboards (34)
5. Disconnects (9)
6. Lighting Garage (1)

7. Lighting Office (1)
8. Lighting Emergency (1)
9. ATS (2)
10. MTS (1)
11. Diesel Generator 150kW (1)

Project schedule

This Proposal is based on an overall schedule commencing in April 2024 for a 14-month schedule.

Hourly Rate Breakdown

Based on the Proposal, our hourly breakdown for the year 2024 is as follows. We request the opportunity to adjust our hourly rates on January 1st at the onset of each year. Projected 2025 January hourly rates for Mechanical Cx Engineer - \$190 and Electrical Engineer Cx - \$190.

	2024 Cx Fee		
	Mechanical Cx Engineer	Electrical Cx Engineer	
	\$175	\$175	Total
Pre-Construction Phase			
Develop Commissioning Plan document which will serve as a detailed guideline of the Cx process for all 50% & 100% Design Review	6	6	\$ 2,100
Review the Commissioning Specifications	12	12	
Review the current control sequences and interlocks	8	8	\$ 2,800
	9	9	\$ 3,150
Total Pre-Construction Phase	35	35	\$ 8,050
Construction Phase			
Conference Calls	24	24	\$ 8,400
Four Site visits during the construction phase	32	32	\$ 11,200
Cx Kickoff Presentation	3	3	\$ 1,050
On site Kickoff Cx Meeting	4	4	\$ 1,400
Develop Pre-functional Checklists (PCs) to submit to staff, and the general contractor (GC)	12	12	\$ 4,200
Develop specific Functional Test Scripts (FTs) to verify and document proper operation and performance of each piece of equipment or system in both normal and failure modes of operation	18	18	\$ 6,300
Develop and submit Commissioning (Cx) schedule	2	2	\$ 700
Total Construction Phase	95	95	\$ 33,250
Acceptance Phase			
Obtain pre-functional tests from CM with sign-offs that the systems have been checked	6	6	\$ 2,100
Manage, direct, and oversee the functional testing of each major piece of equipment to demonstrate that each item of equipment and system is operating according to the design intent	150	90	\$ 42,000
IR Scanning to report issues found during commissioning (for Load Test)		10	\$ 1,750
Review Staff Training agenda and over see the program	4	4	\$ 1,400
Total Acceptance Phase	160	110	\$ 47,250
Post Acceptance Phase			
Final Commissioning Report	16	16	\$ 5,600
QA/QC Project Docs.	4	4	\$ 1,400
Total Post Acceptance Phase	16	16	\$ 7,000
Total Commissioning Fee	306	256	\$ 95,550
Expenses USA			
Perform site visits (Qty 1) to witness a sample of any critical power system			
Power Quality Meter Equipments and Reports			\$ 4,500
Manage, direct, and oversee the functional testing			
Total Expenses			\$ 4,500
Add Alt: Hours & Expenses			
Add Alt # 1: Hours: Four (4) Site Visit (each 8 hours) to verify mechanical and electrical Cx action list reported by the GC closed After Cx (2 Cx agents)	40	40	\$ 14,000

Total Compensation

Pre-construction Phase	\$ 8,050
Construction Phase	\$ 33,250
Acceptance Phase	\$ 47,250
Post Acceptance Phase	\$ 7,000
Expenses USA	\$ 4,500
Additional Alternate #1 Hours (If required)	\$ 14,000
Reimbursable Expenses	\$ 4,500

Subtotal Fee	\$118,550

CONTINGENCY FEE (IF REQUIRED):

Additional Services that may be needed based upon any issues that surface during the project as approved ONLY in Writing by the authorized City representative.

TOTAL CONTINGENCY FEE	\$ 10,000

Total Fee	\$128,550

Clarification and Exclusions

1. Hargis Engineers has assumed that technicians required for commissioning will be provided by the installing contractors, including setup, hookup, operation and tear down of that equipment.
2. Hargis Engineers provided an Add Alt # 1: Four (4) Site Visit (each 8 hours) to verify the mechanical Cx action list reported by the GC closed after commissioning is complete (one (1) Cx agent).
3. Hargis Engineers valued for being onsite during the Acceptance phase to commission the MEP equipment (two (2) Cx agents).
4. Hargis Engineers valued for Power Quality Meters to test the generator.
5. Hargis Engineers valued for IR Scanning (Generator, Transformers...) and a finding report.
6. If the project shifts or extends, it may require costs at the contractor's expense.
7. Hargis Engineers excludes performing/providing the following: IEEE Battery Testing; Short circuit coordination, Arc flash study; breaker injection testing, Meggering; Operations & Maintenance training; and Factory Witness Testing.
8. Hargis Engineers excludes any seasonal testing.

9. Hargis Engineers excludes trend log review and support.
10. Hargis Engineers excludes maintenance review and training with staff.

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

**SELECT ONE OF THE FOLLOWING METHODS OF COMPENSATION, EACH OF WHICH IS
SUBJECT TO THE MAXIMUM COMPENSATION AMOUNT**

- ☐ **HOURLY RATE.** The City shall pay Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified below for staff performing the Work.

Name	Title	Rate
enter name	Mechanical Engineer	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.

- ☐ **METHOD CONTAINED IN ATTACHED PAGE(S).** The City shall pay Service Provider as set forth in the spreadsheets or other documents attached to this Exhibit B.



City Council Agenda Item Cover Sheet

Project title: Officer Wellness Grant

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 4/24/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

X Yes No

PowerPoint presentation:

Yes X No

Attachments:

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: Officer Wellness Grant

Partner/Supplier: Criminal Justice Training Commission

Location: N/A

Preceding action: N/A

Fund: 031/Police &156/Criminal Justice

Fiscal summary statement:

Everett Police Department would like to apply for funds through the Criminal Justice Training Commission in the amount of \$120,000. This would replace the gym equipment at both the North and South Precinct.

If awarded these funds there would need to be a budget amendment and there are no matching funds required for this grant.

Project summary statement:

Officer Wellness is a focus for the department to recruit and retain staff in this highly stressful but important job. Part of wellness is physical health, currently the Department has 2 gyms, one at each precinct, for staff to use. Our current equipment was purchased more than 20 years ago. Some of the equipment has become unsafe from age and prolonged use. Other pieces are beyond repair, and we are spending more money to repair it than its value. To continue providing our employees with opportunities to increase their physical fitness and improve their health, we would like to be able to provide quality equipment for our employees to use. Focusing on fitness as part of employee wellness helps and benefits both the department and the city. It keeps our officers physically prepared for the physical strain of this job which also helps the mental wellbeing of the officer. Keeping our officers physically and mentally healthy keeps them working and helping the city. Also, by making this a focus and adding better gym equipment it will help us in recruitment and retention.

Recommendation (exact action requested of Council):

Authorize city staff to apply for and if awarded authorize the Mayor to sign all necessary documents and agreements with the Criminal Justice Training Commission, regarding the application, acceptance, and utilization of the Police Wellness Grant, in the amount of \$120,000.

Project title: Adopt a Resolution Declaring a 1999 Ford F450 Surplus and Authorizing Sale at Public Auction

Council Bill # *interoffice use*

Agenda dates requested:

April 24, 2024

Briefing

Proposed action

Consent ☒ X

Action

Ordinance

Public hearing

Yes ☒ X No

Budget amendment:

Yes ☒ X No

PowerPoint presentation:

Yes ☒ X No

Attachments:

Resolution

Department(s) involved:

Procurement & Motor
Vehicles

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

SH

Department head

Administration

Council President

Project: Resolution declaring a 1999 Ford F450 (J0032) Surplus and Authorizing Sale at Public Auction

Partner/Supplier:

Location:

Preceding action:

Fund: 126 – Vehicle Replacement Reserve

Fiscal summary statement

Funds received from this surplus sale will be returned to Fund 126, vehicle replacement reserve.

Project summary statement:

The Parks Department's Structural Maintenance division owns a 1999 Ford F450 4x2 Versalift 29-ft Manlift Truck (J0032). J0032 has 9066 hours and is scheduled to be replaced based on age, maintenance cost, and maintenance cost scoring.

J0032 has an estimated surplus value of \$10,000 and has been replaced by a Ruthmann Reachmaster Bluelift B59 Combo Spiderlift (M0095). The new truck is more beneficial to the department because it provides greater flexibility to operate at awkward angles and inside and outside of buildings.

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 1999 Ford F450 (J0032) surplus and authorizing sale at public auction.



RESOLUTION NO. _____

A RESOLUTION declaring a 1999 Ford F450 (J0032) surplus and authorizing it for sale at public auction.

WHEREAS,

1. The City has a 1999 Ford F450 (J0032), and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property; and
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests and
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.

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

1. The City has a 1999 Ford F450 (J0032);
2. The disposition of this equipment at a public auction is hereby authorized.

Councilmember introducing Resolution

Passed and approved this _____ day of _____, 2024.

Council President

Project title: Adopt a Resolution Declaring a 2007 Chevy Silverado 1500 Pick-Up Truck Surplus and Authorizing Sale at Public Auction

Council Bill # *interoffice use*

Agenda dates requested:

April 24, 2024

Briefing

Proposed action

Consent ☒ X

Action

Ordinance

Public hearing

Yes ☒ X No

Budget amendment:

Yes ☒ X No

PowerPoint presentation:

Yes ☒ X No

Attachments:

Resolution

Department(s) involved:

Procurement & Motor Vehicles

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

SH

Department head

Administration

Council President

Project: Resolution declaring a 2007 Chevy Silverado 1500 Pick-Up Truck (V0184) Surplus and Authorizing Sale at Public Auction

Partner/Supplier:

Location:

Preceding action:

Fund: Department 32 Fire

Fiscal summary statement

Funds received from this surplus sale will be returned to Fund 32.

Project summary statement:

The Fire Department owns a 2007 Chevy Silverado 1500 Pick-Up Truck (V0184). V0184 has approximately 137,000 miles and was scheduled to be replaced in 2022 based on age, maintenance cost, and maintenance cost scoring. However, it has been loaned to the Emergency Management Department until their new vehicle is delivered and in service.

V0184 has an estimated surplus value of \$7,200 and has been replaced by a 2023 Ford F-150 Lightning pick-up truck (V0362).

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 2007 Chevy Silverado 1500 Pick-Up Truck (V0184) surplus and authorizing sale at public auction.

RESOLUTION NO. _____

A RESOLUTION declaring a 2007 Chevy Silverado 1500 Pick-Up (V0184) surplus and authorizing it for sale at public auction.

WHEREAS,

1. The City has a 2007 Chevy Silverado 1500 Pick-Up (V0184), and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property; and
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests and
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.

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

1. The City has a 2007 Chevy Silverado 1500 Pick-Up (V0184);
2. The disposition of this equipment at a public auction is hereby authorized.

Councilmember introducing Resolution

Passed and approved this ____ day of _____, 2024.

Council President

Project title: Snohomish County Interlocal Agreement for Affordable Housing and Behavioral Health Funds

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent – **4/24/2024**
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Interlocal Agreement
Document

Department(s) involved:
Community Development

Contact person:
Julie Willie
Kembra Landry

Phone number:
425-257-7120

Email:
jwillie@everettwa.gov
klandry@everettwa.gov

Initialed by:
JW
Department head

Administration

Council President

Project: Affordable Housing and Behavioral Health Fund Interlocal Agreement

Partner/Supplier: Snohomish County

Location: n/a

Preceding action: None

Fund: n/a

Fiscal summary statement:

No fiscal impact anticipated.

Project summary statement:

In December, 2023, Snohomish County Council approved the Housing and Behavioral Health Capital Fund Investment Plan. The Plan informs decision-making regarding the use of the Affordable and Supportive Housing Tax Credit Fund (SHB 1406) and the 0.10 percent sales tax for affordable housing and behavioral health facilities (HB 1590).

An Interlocal Agreement (ILA) between all Snohomish County cities/towns and the County is proposed to create a collaborative award process for Snohomish County Affordable Housing and Behavioral Health Facilities (AHBH) funds, in line with the County's Capital Fund Investment Plan. The AHBH ILA will provide Everett a seat on the County's Technical Advisory Committee related to AHBH funds, which reviews applications and makes funding recommendations to the existing Policy Advisory Board.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Snohomish County Interlocal Agreement for Affordable Housing and Behavioral health funds on behalf of the City of Everett.

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND
THE LOCAL AGENECIES OF ARLINGTON, BRIER, BOTHELL,
DARRINGTON, EDMONDS, EVERETT, GOLD BAR, GRANITE FALLS,
INDEX, LAKE STEVENS, LYNNWOOD, MARYSVILLE, MILL CREEK,
MONROE, MOUNTLAKE TERRACE, MUKILTEO, SNOHOMISH,
STANWOOD, SULTAN, AND WOODWAY FOR THE PURPOSE OF
CREATING AN AWARD PROCESS FOR TAX REVENUES FROM
CHAPTERS 4.122 AND 4.126 SNOHOMISH COUNTY CODE**

This Affordable Housing and Behavioral Health Capital Facilities Interlocal Agreement (“Agreement”) is made and entered into by the Snohomish County, a political subdivision of the State of Washington (“County”), and the Local Agencies of Arlington, Brier, Bothell, Darrington, Edmonds, Everett, Gold Bar, Granite Falls, Index, Lake Stevens, Lynnwood, Marysville, Mill Creek, Monroe, Mountlake Terrace, Mukilteo, Snohomish, Stanwood, Sultan, and Woodway (collectively the “Parties” and, individually, a “Party”).

RECITALS

WHEREAS, chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into cooperative agreements with one another to make the most efficient use of their respective resources; and

WHEREAS, the Washington State Legislature passed Substitute House Bill (SHB) 1406, which was signed into law as Chapter 338, Laws of 2019, and codified at RCW 82.14.540; and

WHEREAS, RCW 82.14.540 authorizes counties to impose a sales tax for acquisition, rehabilitation or construction of affordable housing or new units of affordable housing within an existing structure or facility providing supportive housing services; operating and maintenance costs for new affordable or supportive housing, rental assistance for tenants, and administration; and

WHEREAS, the Snohomish County Council passed Ordinance 19-0621 imposing a sales and use tax to provide for affordable housing and supportive housing, creating the affordable and supportive housing sales tax credit fund, and adding new chapter 4.122 to Snohomish County Code; and

WHEREAS, the Washington State Legislature in 2020 passed HB 2019, signed into law as Chapter 222 Laws of 2020, and codified at RCW 82.14.530; and

WHEREAS, the Washington State Legislature in 2021 amended RCW 82.14.530; and

WHEREAS, RCW 82.14.530 authorizes counties to impose a sales tax for acquisition and construction of affordable housing, which may include emergency, transitional and supportive housing, and new units of affordable housing within an existing structure, or acquiring and constructing behavioral health-related facilities or land acquisition for these purpose or funding

operations and maintenance cost of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers; and

WHEREAS, Snohomish County Council passed Ordinance 21-098, imposing a one-tenth of one percent sales tax for affordable housing and behavioral health and adding a new chapter 4.126 to Snohomish County Code; and

WHEREAS, on December 13, 2023, by Amended Motion No. 23-0492, the Snohomish County Council approved the 2023 Housing and Behavioral Health Capital Fund Investment Plan (“Investment Plan”); and

WHEREAS, the Investment Plan was developed to inform decision-making with regard to the use of 1406 and 1590 funds to address housing affordability and behavioral health challenges identified by the County.

AGREEMENT

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

1. **Purpose of this Agreement.** The purpose of this Agreement is to create a funding recommendation process for revenues from the taxes imposed by chapters 4.122 and 4.126 Snohomish County Code.
2. **Term.** This Agreement will become effective upon full execution by the County and whichever Local Agency first signs this Agreement and after posting on the County’s Interlocal Agreements website. Thereafter, this Agreement will be effective as to additional Local Agencies if and when such Local Agency executes this Agreement and either files the Agreement with the County Auditor or posts it on the Local Agency’s Interlocal Agreements web site. This Agreement will remain in full force and effect unless terminated in writing pursuant to Section 11(n).
3. **Policy Advisory Board.**
 - a. The Policy Advisory Board as previously established through the Urban County Consortium Interlocal Agreement, and referenced in the Interlocal Agreement for the Purposes of Administering the Affordable Housing Trust Fund recorded June 25, 2004, under Snohomish County recording number 200406250315, shall advise the County Executive and County Council on the planning, administration, and expenditure of funds from the taxes imposed in chapters 4.122 and 4.126 Snohomish County Code in conformance with the Investment Plan.

- b.** Each Policy Advisory Board member shall have one vote in the Board's proceedings, except that the ex officio Chairperson shall vote only in the event of a tie.

4. Technical Advisory Committee.

- a.** The Technical Advisory Committee as previously established through the Urban County Consortium Interlocal Agreement, and referenced in the Interlocal Agreement for the Purposes of Administering the Affordable Housing Trust Fund recorded June 25, 2004, under Snohomish County recording number 200406250315, shall review applications and make recommendations regarding projects to be funded to the Policy Advisory Board.
- b.** To the extent possible, the individuals appointed to serve on the Affordable Housing and Behavioral Health Capital Facilities Technical Advisory Committee shall be the same individuals as those appointed to serve on the Urban County and Affordable Housing Technical Advisory Committee, with the addition of one (1) seat for the City of Everett, to be appointed by the City of Everett
- c.** Process for recommendations
 - i.** The Technical Advisory Committee will review, score and rank applications and make recommendations for funding to the Policy Advisory Board.
 - ii.** The Policy Advisory Board will review Technical Advisory Committee recommendations and make recommendations to the County Council.
 - iii.** The County Council will review recommendations for funding and determine which projects shall receive funds and amounts thereof.

5. County Obligations.

- a.** Snohomish County assumes full decision-making authority, including final funding award selections and policy making.
- b.** Awards of all funds will be administered by County.
- c.** The County will coordinate all activities necessary for the Policy Advisory Board and Technical Advisory Committee to fulfill their obligations under this agreement.

6. Local Agency Obligations. Each Local Agency shall:

- a.** Fulfill obligations according to Sections 3 and 4 of this Agreement.
- b.** Keep appointments to the TAC and PAB up to date, pursuant to TAC and PAB bylaws.

c. Notify the County Administrator of any changes to TAC and PAB appointments.

7. **Budget and Compensation.** The Parties do not anticipate any costs to this Agreement. Funds from taxes imposed by chapter 4.122 and 4.126 Snohomish County Code shall be used to fund the projects recommended by TAC/PAB and approved by the Snohomish County Council.

8. **Indemnification and Hold Harmless.**

a. Subject to the liability limitation stated in Section 9 of this Agreement, each Local Agency agrees to indemnify, protect, defend and hold harmless the County, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors or omissions of the Local Agency, its officials, employees and agents in performing this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the Local Agency, except for those arising out of the sole negligence of the County.

b. Subject to the liability limitation stated in Section 9 of this Agreement, The County agrees to indemnify, protect, defend and hold harmless the Local Agency, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors or omissions of the County, its officials, employees and agents in performing this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the County, except for those arising out of the sole negligence of the Local Agency.

c. Waiver of Immunity Under Industrial Insurance Act. The indemnification provisions of Sections 8A and B above are specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

d. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

9. **Limitation of Liability** In no event will County or any Local Agency be liable for any special, consequential, indirect, punitive or incidental damages, including but not limited to loss of data, loss of revenue, or loss of profits, arising out of or in connection with the

performance of the County or any Local Agency under this Agreement, even if the County or Local Agency has been advised of the possibility of such damages.

10. **Insurance.** Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part of the indemnified party(s).

11. **Miscellaneous.**

- a. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the Party against whom such modification is sought to be enforced.
- b. **No Separate Entity Necessary/Created.** The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.
- c. **Ownership of Property.** Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with the performance of this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.
- d. **Administrators.** Each Party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer such Party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

County's Initial Administrator:	Jackie Anderson, Human Services Department 3000 Rockefeller Avenue, M/S 305 Everett, WA 98201
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City of Arlington's Initial Administrator:	Don Vanney, Mayor 238 N. Olympic Avenue Arlington, WA 98223
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City of Bothell's Initial Administrator:	Mason Thompson, Mayor 18415 101 st Avenue NE
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	Bothell, WA 98011
City of Brier's Initial Administrator:	Dale Kaemingk, Mayor 2901 228 th St. SW Brier, WA 98036
Town of Darrington's Initial Administrator:	Dan Rankin, Mayor 1005 Cascade St. P.O. Box 937 Darrington, WA 98241
City of Edmond's Initial Administrator:	Mike Rosen, Mayor 121 5 th Avenue N. Edmonds, WA 98020
City of Everett's Initial Administrator:	Cassie Franklin, Mayor 2930 Wetmore Avenue Everett, WA 98201
City of Gold Bar's Initial Administrator:	Steve Yarbrough, Mayor 107 5 th Street Gold Bar, WA 98251
City of Granite Falls' Initial Administrator:	Matt Hartman, Mayor 215 Granite Avenue P.O. Box 1440 Granite Falls, WA 98252
Town of Index's Initial Administrator:	Bruce Albert, Mayor 511 Avenue "A" Index, WA 98256
City of Lake Steven's Initial Administrator:	Brett Gailey, Mayor 1812 Main Street P.O Box 257 Lake Stevens, WA 98258
City of Lynnwood's Initial Administrator:	Christine Frizzell, Mayor 19100 44 th Avenue W Lynnwood, WA 98036
City of Marysville's Initial Administrator:	Jon Nehring, Mayor 501 Delta Avenue

Marysville, WA 98270

City of Mill Creek's Initial Administrator: Brian Holtzclaw, Mayor
15728 Main Street
Mill Creek, WA 98012

City of Monroe's Initial Administrator: Geoffrey Thomas, Mayor
14841 179th Avenue SE
Monroe, WA 98272

City of Mountlake Terrace's Initial Administrator: Kyoko Matsumoto-Wright, Mayor
23204 58th Avenue W
Mountlake Terrace, WA 98043

City of Mukilteo's Initial Administrator: Joe Marine, Mayor
11930 Cyrus Way
Mukilteo, WA 98275

City of Snohomish's Initial Administrator: Linda Redmond, Mayor
116 Union Avenue
P.O. Box 1589
Snohomish, WA 98291-1589

City of Stanwood's Initial Administrator: Sid Roberts, Mayor
10220 270th Street NW
Stanwood, WA 98292

City of Sultan's Initial Administrator: Russell Wiita, Mayor
319 Main Street
P.O. Box 1199
Sultan, WA 98294-1199

Town of Woodway's Initial Administrator: Mike Quinn, Mayor
23920 113th Place W
Woodway, WA 98020

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

- e. **Interpretation.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the

language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

- f. Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.
- g. No Waiver.** A Party's forbearance or delay in exercising any right or remedy with respect to a Default by the other Party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by a Party of any particular Default constitute a waiver of any other Default or any similar future Default.
- h. Assignment.** This Agreement shall not be assigned, either in whole or in part, by either of the Parties hereto. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.
- i. Warranty of Authority.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.
- j. No Joint Venture.** Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.
- k. No Third Party Beneficiaries.** This Agreement is made and entered into for the sole benefit of the Local Agency and the County. No third party shall be deemed to have any rights under this Agreement; there are no third party beneficiaries to this Agreement.
- l. Compliance with Applicable Law.** Each Party shall comply with all other applicable federal, state and local laws, rules and regulations in performing under this Agreement.
- m. Changes.** No changes or additions shall be made to this Agreement except as agreed to by both Parties, reduced to writing, and executed with the same formalities as are required for the execution of this Agreement.

- n. Termination.** The County may terminate this agreement by providing written notice to the other parties of its intention to terminate. Such termination shall become effective 30 days after such notice has been served to the Parties, or such later time as is stated in the notice. Any other party may terminate this agreement as to that Party by providing written notice to the County of its intention to terminate. Such termination shall become effective 30 days after such notice has been served, or such later time as is stated in notice. Termination by a Party other than the County shall not affect the terms of this agreement as to the other Parties.
- o. Public Records.** All records related to this Agreement shall be available for inspection and copying under the provisions of the Washington Public Records Act, chapter 42.56 RCW (“PRA”), subject to any exemptions or limitations on disclosure. Each Party shall respond to public records requests received by that Party.
- p. Execution in Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF the Parties execute this Agreement this _____ day of _____, 20____.

CITY OF ARLINGTON

ATTEST:

DON VANNEY

BY

MAYOR

TITLE

CITY OF BOTHEL

ATTEST:

MASON THOMPSON

BY

MAYOR

TITLE

CITY OF BRIER

ATTEST:

DALE KAEMINGK

BY

MAYOR

TITLE

TOWN OF DARRINGTON

ATTEST:

DAN RANKIN

BY

MAYOR

TITLE

CITY OF EDMONDS

ATTEST:

MIKE ROSEN

BY

MAYOR

TITLE

CITY OF EVERETT

ATTEST:

CASSIE FRANKLIN

BY

MAYOR

TITLE

CITY OF GOLDBAR

ATTEST:

STEVE YARBROUGH

BY

MAYOR

TITLE

CITY OF GRANITE FALLS

ATTEST:

MATT HARTMAN

BY

MAYOR

TITLE

TOWN OF INDEX

ATTEST:

BRUCE ALBERT

BY

MAYOR

TITLE

CITY OF LAKE STEVENS

ATTEST:

BRETT GAILEY

BY

MAYOR

TITLE

CITY OF LYNNWOOD

ATTEST:

CHRISTINE FRIZZELL

BY

MAYOR

TITLE

CITY OF MARYSVILLE

ATTEST:

JON NEHRING

BY

MAYOR

TITLE

CITY OF MILL CREEK

ATTEST:

BRIAN HOLTZCLAW

BY

MAYOR
CITY OF MONROE

TITLE
ATTEST:

GEOFFREY THOMAS

BY

MAYOR

TITLE

CITY OF MOUNTLAKE TERRACE

ATTEST:

KYOKO MATSUMOTO-WRIGHT

BY

MAYOR

TITLE

CITY OF MUKILTEO

ATTEST:

JOE MARINE

BY

MAYOR

TITLE

CITY OF SNOHOMISH

ATTEST:

LINDA REDMOND

BY

MAYOR
CITY OF STANWOOD

TITLE
ATTEST:

SID ROBERTS

BY

MAYOR

TITLE

CITY OF SULTAN

ATTEST:

RUSSELL WIITA

BY

MAYOR

TITLE

TOWN OF WOODWAY

ATTEST:

MIKE QUINN

BY

MAYOR

TITLE

SNOHOMISH COUNTY

County Executive

RECOMMENDED FOR APPROVAL:

Approved as to Form only:

Wendling,
Rebecca

Digitally signed by
Wendling, Rebecca
Date: 2024.04.05
09:43:55 -07'00'

Project title: An Ordinance Creating a Special Construction Project Entitled “Main Library HVAC Replacement Project”, Fund 342, Program 041, to Accumulate Design and Engineering Costs for the Project

Council Bill #

CB 2404-98

Agenda dates requested:

Briefing

1st Reading 4/24/2024

Proposed action 5/01/2024

Consent

Action 5/08/2024

Ordinance **X**

Public hearing

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

Funding Ordinance

Department(s) involved:

Parks and Facilities

Administration

Library

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:*RML*

Department head

Administration

Council President

Project: Main Library HVAC Replacement Project**Partner/Supplier:** N/A**Location:** 2702 Hoyt Ave**Preceding action:** None**Fund:** 342, Program 041 (CIP 1)**Fiscal summary statement:**

The proposed Funding Ordinance will provide funding for the design, engineering, and construction administration costs for the Main Library HVAC Replacement. The funds will be appropriated to Fund 342, Program 041 (CIP-1).

All related design and engineering costs are estimated at \$360,000.

Project summary statement:

The Main library’s approximately 30 plus years heating, ventilation and air conditioning (HVAC) system has reached its useful life and requires replacement. Park and Facilities intends to acquire professional services for architectural and engineering services to provide design, permitting, and construction documents for the replacement of the HVAC system at the Main Library.

Upon completion of the design work, Parks & Facilities staff will return to City Council to amend the Ordinance for construction.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Construction Project entitled “Main Library HVAC Replacement Project”, fund 342, program 041, to accumulate design and engineering costs for the project.



ORDINANCE NO. _____

An Ordinance creating a special construction project entitled “Main Library HVAC Replacement Project”, Fund 342, Program 041, to Accumulate Design and Engineering Costs for the Project

WHEREAS,

- A.** The City Council recognizes the need to provide adequate facilities for its employees and the public.
- B.** The City Council recognizes the need to maintain existing City owned properties.
- C.** The City council recognizes the need to meet the new legislative requirements pertaining to the reduction in energy use in commercial buildings.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special construction project is hereby established as Fund 342, Program 041, and shall be entitled “Main Library HVAC Replacement Project” to accumulate design and engineering costs for the project.

Section 2. Authorization is hereby given to accumulate costs and distribute payments from Fund 342, Program 041 for the special construction project.

Section 3. Authorization is hereby granted to the Parks and Facilities Director, under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and all necessary steps to accomplish the actions authorized in this ordinance.

Section 4. The sum of \$360,000 is hereby appropriated to Fund 342, Program 041, “Main Library HVAC Replacement Project” as follows:

A. Use of Funds		
	<u>Design and Engineering</u>	<u>\$360,000</u>
	Total	\$360,000
B. Source of Funds		
	<u>CIP 1</u>	<u>\$360,000</u>
	Total	\$360,000

Section 5. 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 6. 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 7. 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 8. 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: _____

Project title: An Ordinance Creating a Special Construction Project Entitled “South Police Precinct HVAC Controls Replacement Project”, Fund 342, Program 044, to Accumulate Design and Engineering Costs for the Project

Council Bill #

CB 2404-99

Agenda dates requested:

Briefing

1st Reading 4/24/2024

Proposed action 5/01/2024

Consent

Action 5/08/2024

Ordinance ☒ X

Public hearing

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

Funding Ordinance

Department(s) involved:

Parks and Facilities

Administration

Library

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:*RML*

Department head

Administration

Council President

Project: South Police Precinct HVAC Controls Replacement Project**Partner/Supplier:** N/A**Location:** 1121 South East Everett Mall Way**Preceding action:** None**Fund:** 342, Program 044 (CIP 1)**Fiscal summary statement:**

The proposed Funding Ordinance will provide funding for the design, engineering and construction administration costs for the South Police Precinct HVAC controls replacement. The funds will be appropriated to Fund 342, Program 044 (CIP 1).

All related design costs are estimated at \$97,000.

Project summary statement:

Parks and Facilities intends to replace the controls systems and make modifications to the existing heating and ventilation systems at South Police Precinct. The current controls systems are unreliable and do not function properly preventing heat from reaching all the spaces on the west side of the first floor. The existing systems are over 20 years old and do not respond to user inputs. Architectural and Engineering services will provide schematic, architectural and engineering designs, permitting, and construction documents for the replacement of the controls system at the South Police Precinct along with adding heat to currently unheated spaces.

Upon completion of the design work, Parks & Facilities staff will return to City Council to amend the Ordinance for construction.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Construction Project entitled “South Police Precinct HVAC Controls Replacement Project”, fund 342, program 044, to accumulate design and engineering costs for the project.



ORDINANCE NO. _____

An Ordinance creating a special construction project entitled “South Police Precinct HVAC Controls Replacement Project, Fund 342, Program 044, to Accumulate Design and Engineering Costs for the Project

WHEREAS,

- A. The City Council recognizes the need to provide adequate facilities for its employees and the public.
- B. The City Council recognizes the need to maintain existing City owned properties.
- C. The City council recognizes the need to meet the new legislative requirements pertaining to the reduction in energy use in city buildings.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special construction project is hereby established as Fund 342, Program 044, and shall be entitled “South Police Precinct HVAC Controls Replacement Project” to accumulate design and engineering costs for the project.

Section 2. Authorization is hereby given to accumulate costs and distribute payments from Fund 342, Program 044 for the special construction project.

Section 3. Authorization is hereby granted to the Parks and Facilities Director, under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and all necessary steps to accomplish the actions authorized in this ordinance.

Section 4. The sum of \$97,000 is hereby appropriated to Fund 342, Program 044, “South Police Precinct HVAC Controls Replacement Project” as follows:

A. Use of Funds	
<u>Design</u>	<u>\$97,000</u>
Total	\$97,000
B. Source of Funds	
<u>CIP 1</u>	<u>\$97,000</u>
Total	\$97,000

Section 5. 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 6. 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 7. 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 8. 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: _____

Project title: An Ordinance creating a special improvement project entitled “20th St CIPP Sewer Lining” Fund 336, Program 038 repealing Ordinance No. 3950-23.

Council Bill #

CB 2403-91

Agenda dates requested:

Briefing

1st Reading 04/10/242nd Reading 04/17/243rd Reading, Action 04/24/24

Ordinance 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:

Souheil Nasr

Phone number:

(425) 257-7210

Email:

snasr@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Plans & Systems Ordinance**Project:** 20th St CIPP Sewer Lining**Partner/Supplier:****Location:** Multiple Locations**Preceding action:** Ordinance No. 3950-23, approved [5/3/23](#)**Fund:** 336-Water & Sewer System Improvements 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 \$2,895,000.

Project summary statement:

This project encompasses the rehabilitation of aging sewer mains, and sewer manholes, along 20th Street and in multiple locations in the area of East Marine View Drive. Approximately 3,300 feet of pipe and 26 manholes will be rehabilitated using trenchless construction methods.

This ordinance will provide additional funding for the design and construction phase of the improvement project.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “20th St CIPP Sewer Lining” Fund 336, Program 038 repealing Ordinance No. 3950-23.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “20th St CIPP Sewer Lining” Fund 336, Program 038, to accumulate all costs for the improvement and repealing Ordinance No. 3950-23.

WHEREAS,

- A.** The City of Everett is committed to a planned sewer system infrastructure maintenance improvement and replacement program.
- B.** The City of Everett has identified the need and obtained funds to construct new facilities to increase capacity and reduce maintenance demands.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 038, entitled “20th St CIPP Sewer Lining” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project. Ordinance No. 3950-23 is hereby repealed.

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 \$2,895,000 is hereby appropriated to Fund 336, Program 038, “20th St CIPP Sewer Lining” as follows:

A. Estimated Project Costs	\$2,895,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$2,895,000

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:

Sharon Fuller, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance creating a special improvement project entitled “WFP Phase 2 Capital Upgrades” Fund 336, Program 021 and repealing Ordinance No. 3943-23.

Council Bill #

CB 2403-92

Agenda dates requested:1st Reading 04/10/242nd Reading 04/17/24

Consent

3rd Reading, Action 04/24/24

Ordinance 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:

Souheil Nasr

Phone number:

425-257-7210

Email:

snasr@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Plans & Systems Ordinance**Project:** WFP Phase 2 Capital Upgrades**Partner/Supplier:** IMCO Construction**Location:** Water Filter Plant**Preceding action:** Ordinance No. 3943-23 approved [3-29-23](#)**Fund:** 336 – Water & Sewer System Improvements Fund**Fiscal summary statement:**

The funding source for this project will be Fund 401 Water and Sewer Utility Fund. The programmed available funding for the design, procurement of materials, and final construction for this project is \$38,000,000.

Project summary statement:

WFP Phase 2 Capital Upgrades consists of a suite of critical projects at the Water Filter Plant that are to be designed and constructed concurrently. The project is using the alternative project delivery method of progressive design-build which is desirable due to the criticality of the infrastructure being upgraded, the complexity and proximity of the individual projects, and the importance of maintaining uninterrupted water filter plant operations throughout project construction efforts.

The progressive design-build process is authorized as an alternative project delivery method under RCW 39.10. The process has two phases: Phase 1 (design) and Phase 2 (construction). Phase 1 was awarded by City Council to IMCO General Construction on [5/4/22](#). Now, at the conclusion of Phase 1, City staff and the design-build firm will negotiate a guaranteed maximum construction price (GMP) prior to undertaking construction activities.

This ordinance, therefore, continues design and materials procurement (Phase 1) of the improvement project authorized by Ordinance No. [3943-23](#) and programs additional funding for the final construction phase (Phase 2).

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “WFP Phase 2 Capital Upgrades” Fund 336, Program 021 and repealing Ordinance No. 3943-23.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “WFP Phase 2 Capital Upgrades” Fund 336, Program 021, to accumulate all costs for the improvement and repealing Ordinance No. 3943-23.

WHEREAS,

- A.** The City of Everett is committed to a planned water system maintenance improvement and replacement program.
- B.** The City of Everett has identified the need and obtained funds to design and construct certain structural improvements to the Water Filter Plant.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 021, entitled “WFP Phase 2 Capital Upgrades” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project. Ordinance No. 3943-23 is hereby repealed.

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 \$38,000,000 is hereby appropriated to Fund 336, Program 021, “WFP Phase 2 Capital Upgrades” as follows:

A. Estimated Project Design & Construction Costs	\$ 38,000,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$ 38,000,000

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:

Ashleigh Scott, Deputy City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title:

An Ordinance Creating a Special Improvements Project Entitled, "Senator Henry M. Jackson Park Lighting Improvement Project", Fund 354, Program 099, to Accumulate All Costs for the Project in the Amount of \$150,000

Council Bill #

CB 2404-93

Agenda dates requested:

Briefing

Proposed action 4/10/2024

Proposed action 4/17/2024

Consent

Action 4/24/2024

Ordinance ☒

Public hearing

☐ Yes ☒ No

Budget amendment:

☐ Yes ☒ No

PowerPoint presentation:

☐ Yes ☒ No

Attachments:

Funding Ordinance

Department(s) involved:

Parks and Facilities

Contact person:

Bob Leonard

Phone number:

425 257-8335

Email:

Bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Senator Henry M. Jackson Park Lighting Improvement Project

Partner/Supplier: TBD

Location: 3302 18th St., Everett, WA 98201

Preceding action: None

Fund: Fund 354, Program 099

Fiscal summary statement:

The source of funds for the Senator Henry M. Jackson Park Lighting Improvement Project is CIP-3.

The project cost estimate is \$150,000. These costs include all construction activities, contingency, tax, and all other costs associated with the project.

Project summary statement:

The City of Everett Parks, Recreation and Open Space (PROS) Plan adopted by Council in 2022 identifies the need to improve existing park sites. Lighting additions and/or updates, along with needed repairs, will include both the upper and lower parking lots, park amenities, and pathways.

The anticipated start of construction is Summer/Fall 2024.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled, "Senator Henry M. Jackson Park Lighting Improvement Project", Fund 354, Program 099 to accumulate all costs for the project in the amount of \$150,000.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled, “Senator Henry M. Jackson Park Lighting Improvement Project”, Fund 354, Program 099 to accumulate all costs for the project.

WHEREAS,

- A.** The City Council is committed to a planned parks capital improvement program as part of the City of Everett Parks & Recreation Comprehensive Plan.
- B.** The City Council recognizes the need to improve and repair the lighting within Senator Henry M. Jackson Park, to include both the upper and lower parking lots, park amenities, and pathways.
- C.** The City Council recognizes the need to maintain park infrastructure.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled, “Senator Henry M. Jackson Park Lighting Improvement Project”, Fund 354, Program 099.

Section 2. Authorization is hereby granted to the Parks and Facilities Department Director under the administration of the Mayor, to assume full responsibility for conducting all tasks and performing all necessary steps to accomplish the actions authorized by this Ordinance.

Section 3. The estimated cost of the project is \$150,000.

Section 4. The sum of \$150,000 is hereby appropriated to “Senator Henry M. Jackson Park Lighting Improvement Project”, Fund 354, Program 099.

A. Use of Funds

Park Improvements and Associated Costs	<u>\$150,000</u>
Total	\$150,000

B. Source of Funds

CIP 3	<u>\$150,000</u>
Total	\$150,000

- C.** The appropriation shall not lapse but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of reappropriation.

Section 5. 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 6. 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 7. 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 8. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the 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: _____



Project title:

An Ordinance Creating a Special Improvement Project Entitled “Thornton A. Sullivan Park Floating Dock Repairs”, Fund 354, Program 100, to Accumulate All Design, Engineering, and Permitting Costs for the Project in the Amount of \$40,000

Council Bill #

CB 2404-94

Agenda dates requested:

Briefing

Proposed Action 04/10/2024

Proposed Action 04/17/2024

Consent

Action 04/24/2024

Ordinance ☒

Public hearing

Yes ☒ No ☐

Budget amendment:

Yes ☒ No ☐

PowerPoint presentation:

Yes ☒ No ☐

Attachments:

Funding Ordinance

Department(s) involved:

Parks & Facilities

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Thornton A. Sullivan Park Floating Dock Repairs

Partner/Supplier: Reid Middleton Engineers

Location: 11405 W Silver Lake Rd, Everett

Preceding action: None

Fund: Fund 354, Program 100 (CIP-3)

Fiscal summary statement:

The proposed Ordinance will provide funding for the design, engineering specifications and permitting requirements for repairs to three floating docks at Thornton A. Sullivan Park.

The source of funds for this project is Fund 354, Program 100 (CIP 3). All related design, engineering specifications, and permitting requirements are estimated at \$40,000.

Project summary statement:

Thornton A. Sullivan Park at Silver Lake is the City of Everett’s most beloved park and has been a hub of water-based activities for generations of park users. The shoreline and beach serve as major year-round attractions. Three floating docks are an integral feature of beach activity, serving organized programming and the general public. At well-over thirty years old the floating docks are long-overdue for deferred maintenance. Parks and Facilities will undertake the first major renovation of the docks as an interim solution to a longer-term vision for a new state-of-the-art pier/dock system that meets current ecological and design standards.

Based on a preliminary assessment and recommendation engineers report conducted December 2023, needed repairs include: resurfacing to remedy significant spalling and delamination of the concrete surfaces that pose trip hazards and render the docks non-ADA compliant; replacement of rotting bull rails, perimeter walers and edge/rub boards; replacement of missing through-rods connecting and stabilizing float sections; pin pile replacement; mooring system upgrades; shore re-grading where the docks and access gangways meet the beach to minimize grounding and excessive lateral pitch of the docks.

Staff will return to Council for approval to amend the funding Ordinance once competitive bids are received.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “Thornton A. Sullivan Park Floating Dock Repairs”, Fund 354, Program 100, to accumulate all design, engineering, and permitting costs for the project in the amount of \$40,000.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled, “Thornton A. Sullivan Park Floating Dock Repairs,” Fund 354, Program 100, to accumulate all design, engineering, and permitting costs for the project.

WHEREAS,

- A.** The City Council recognizes the need to maintain and improve City Park amenities.
- B.** The City Council recognizes the value and need to provide Everett residents and visitors with recreation spaces.
- C.** The City recognizes that the floating docks at T.A. Sullivan Park are in need of repairs and maintenance.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled “Thornton A. Sullivan Park Floating Dock Repairs,” Fund 354, Program 100.

Section 2. Authorization is hereby granted to the Parks and Facilities Department Director under the administration of the Mayor, to assume full responsibility for conducting all tasks and performing all necessary steps to accomplish the actions authorized by this Ordinance.

Section 3. The estimated cost of design and permitting is \$40,000.

Section 4. The sum of \$30,000 is hereby appropriated to Fund 354, Program 100, “Thornton A. Sullivan Park Floating Dock Repairs,” project.

A. Use of Funds

Design and Permitting	<u>\$40,000</u>
Total	\$40,000

B. Source of Funds

CIP 3	<u>\$40,000</u>
Total	\$40,000

- C. The appropriation shall not lapse but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of reappropriation.

Section 5. 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 6. 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 7. 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 8. 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: _____

Project Title:

An Ordinance Creating a Special Improvements Project Entitled “Thornton A. Sullivan Park Disc Golf Course Improvement Project”, Fund 354, Program 096 to Accumulate All Costs for the Project in the Amount of \$150,000

Council Bill #

CB 2404-95

Agenda dates requested:

Briefing

Proposed action 4/10/2024

Proposed action 4/17/2024

Consent

Action 4/24/2024

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Funding Ordinance

Department(s) involved:

Parks and Facilities

Contact person:

Bob Leonard

Phone number:

425 257-8335

Email:

Bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Thornton A. Sullivan Park Disc Golf Course Improvement Project

Partner/Supplier: N/A

Location: 11405 W Silver Lake Rd, Everett, WA 98208

Preceding action: None

Fund: Fund 354, Program 096 (CIP-3)

Fiscal summary statement:

The proposed Ordinance will provide funding for the design, permitting and construction costs for the Thornton A. Sullivan Parks Disc Golf Course improvements.

The source of funds for the project is Fund 354, Program 096 (CIP-3)

All related construction, permitting, contingency and taxes are estimated at \$150,000.

Project summary statement:

The City of Everett [Parks, Recreation and Open Space \(PROS\) Plan](#), adopted in 2022, identifies the development of trails and outdoor recreation activities as two of the top opportunities that will benefit park users.

Located in Thornton A. Sullivan Park, the current Disc Golf Course was designed and installed in 2010, much of it through volunteer engagement. Since then, the popularity of disc golf has risen exponentially nationally and locally—according to user group data, the T.A. Sullivan course experienced a nearly 400 percent increase in use during COVID. The sport is popular with people of all ages and abilities and attracts users regionally and locally. The course is cared for in part by active local disc golf clubs. This project is two-pronged:

- 1) Improvement to the existing nine-hole course. Improvements to course play include replacing tee-boxes and baskets, improved wayfinding, awareness (particularly for other park and trail users through the park) and rules signage. These improvements will promote a better experience for all park users and enhance the disc golf course experience, and safety, for players.
- 2) The first expansion of the course since its inception. Parks will introduce new disc golf within the underutilized seven-acre portion of T.A. Sullivan park to the west of Silver Lake Drive. Activating this area of the park and expanding disc golf opportunities have been long-held Park’s Department and community goals.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “Thornton A. Sullivan Park Disc Golf Course Improvements Project”, Fund 354, Program 096 to accumulate all costs for the project in the amount of \$150,000.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled Thornton A. Sullivan Park Disc Golf Improvement Project, Fund 354, Program 096 to accumulate all costs for the project.

WHEREAS,

- A.** The City Council is committed to a planned parks capital improvement program as part of the City of Everett Parks & Recreation Comprehensive Plan.
- B.** The City Council recognizes the need to improve the amenities of the Thornton A. Sullivan Park Disc Golf Course, the City's only disc golf course.
- C.** The City Council recognizes the Parks and Recreation Open Space (PROS) Plan adopted in 2022 identifies the development of trails and outdoor recreation activities as two of the top opportunities that will benefit park users.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project fund is hereby entitled Thornton A. Sullivan Park Disc Golf Course Improvements Project, Fund 354, Program 096

Section 2. Authorization is hereby granted to the Parks and Facilities Department Director under the administration of the Mayor, to assume full responsibility for conducting all tasks and performing all necessary steps to accomplish the actions authorized by this Ordinance.

Section 3. The estimated cost of the project is \$150,000.

Section 4. The sum of \$150,000 is hereby appropriated to Fund 354, Program 096 Thornton A. Sullivan Park Disc Golf Course Improvements Project.

A. Use of Funds		
Park Improvements and Associated Costs		<u>\$150,000</u>
Total		\$150,000
B. Source of Funds		
CIP 3		\$150,000
Total		\$150,000

- C. The appropriation shall not lapse but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of reappropriation.

Section 5. 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 6. 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 7. 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 8. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the 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: _____



Project title: An Ordinance Granting Permission to the United States Postal Service to Construct, Maintain, and Operate an Overhead Skybridge Across 80th Street SW, Located Approximately 585-Feet West of Hardeson Road

Council Bill # *interoffice use*

CB 2404-96

Agenda dates requested:

Proposed action 4/10/2024

Proposed action 4/17/2024

Consent

Action 4/24/2024

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Ordinance

Department(s) involved:

Public Works,
Facilities/Property
Management, Planning, Legal

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Ordinance for Skybridge Across 80th Street SW

Partner/Supplier: United States Postal Service

Location: Over 80th Street SW Approximately 585 Feet West of Hardeson Road

Preceding action: SEPA # 117-98 and Permit B62251 for Original Overpass in 1999

Fund: 145

Fiscal summary statement:

Neutral. Grantee will pay a one-time fee of \$5,000 covering city administrative costs.

Project summary statement:

The United States Postal Service (USPS) owns and operates a pedestrian skybridge, providing USPS employees with a safe passage over 80th Street SW. This skybridge connects the general mail facility on the south side of 80th Street to the employee parking and mail truck facilities on the north side. Originally built in 1999, the skybridge is now at the end of its useful life and requires replacement. Accordingly, the USPS has submitted applications for permits to construct a new skybridge at the same location, replacing the old structure.

Recommendation (exact action requested of Council):

Adopt an Ordinance granting permission to the United States Postal Service to construct, maintain, and operate an overhead skybridge across 80th Street SW, located approximately 585-feet west of Hardeson Road.



ORDINANCE NO. _____

An Ordinance granting permission to construct, maintain and operate an overhead skybridge across 80th Street SW, between Snohomish County Parcel Numbers 28041200303600 on the south and 00412300000800 on the north, located approximately five hundred eighty-five (585) feet west of Hardeson Road; and specifying the conditions under which this permission is granted

WHEREAS,

- A.** In 1999 the City of Everett (the “**Grantor**” or the “**City**”) permitted a skybridge to be constructed across 80th Street SW approximately five hundred eighty-five (585) feet west of Hardeson Road.
- B.** The existing skybridge is in need of replacement.
- C.** The United States Postal Service (“**Grantee**” or “**USPS**”) desires to replace the skybridge and construct, maintain and operate a new skybridge.
- D.** The City agrees to grant the right to construct, operate and maintain the new skybridge, all as under set forth in this Ordinance.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Permissions – Administration

A. Skybridge. Subject to the terms and conditions of this Ordinance, the City hereby grants permission to Grantee(s) to construct, maintain and operate a skybridge over and across 80th Street SW, between Snohomish County Parcel Numbers 28041200303600 on the south and 00412300000800 on the north, located approximately five hundred eighty-five (585) feet west of Hardeson Road (the “**Skybridge**”), for the purpose of facilitating pedestrian travel in conjunction with Grantee’s mail facility operations (such operations, the “**Approved Purpose**”).

B. USPS Warranty of Property Rights. As a material term and condition of this Ordinance, Grantee represents and warrants that, except for rights that may be necessary to be granted from the City, Grantee has obtained (or will obtain before Skybridge construction) and will continuously maintain for the duration of the Term any and all rights necessary for Grantee to construct, operate, and maintain the Skybridge and fulfill Grantee’s obligations hereunder. This includes without limitation obtaining and maintaining rights as necessary from persons who may own property on which Skybridge landing pads or other improvements are located, including rights as necessary for Grantee to construct, operate, and maintain the Skybridge and for the City to enter such property in accordance with this Ordinance.

C. Administration. The Director of Public Works or designee (the “**Director**”) shall administer the provisions of this Ordinance.

Section 2. **Compensation to City.** As compensation to the City for the permissions granted under this Ordinance, Grantee shall pay to the City a one-time payment in the amount of five thousand dollars (\$5,000) (the “**One-Time Fee**”). The One-Time Fee covers the City’s administrative costs, including without limitation publication costs. Grantee shall pay the One-Time Fee with Grantee’s acceptance of this Ordinance.

Section 3. **Term.** The permissions granted to Grantee are effective as of the effective date of this Ordinance and expire twenty-five (25) years thereafter, unless terminated earlier pursuant to the provisions of this Ordinance (the “**Term**”).

Section 4. **Use of Right-of-Way.** All use of the Skybridge and all permissions granted under this Ordinance are non-exclusive and at all times subject to the right of the City to use right-of ways (including without limitation 80th Street SW) for public travel, utilities, and other public purposes. All use of the Skybridge and all permissions granted under this Ordinance shall be in a manner that minimizes interference with the use by the City and the public of City rights-of-way. Grantee shall at its sole expense conform to all applicable laws, regulations, permits or requirements of any public authority affecting the use of the Skybridge. Upon request, Grantee shall deliver to the City copies of any such permits.

Section 5. **Protection of Utilities.** Grantee shall pay all costs of any protection, support or relocation of existing utilities deemed necessary by the owners of utilities affected by operation and maintenance of the Skybridge. Grantee is solely responsible for any damage to any utilities due to the maintenance and operation of the Skybridge.

Section 6. **Conflict with Future Installations of the City**

A. **Interference Notice.** If the City determines that the space occupied by the Skybridge is necessary for any public use and benefit and that the Skybridge interferes with such public use and benefit, then the City shall deliver notice thereof to Grantee (the “**Interference Notice**”). The City shall deliver the Interference Notice to Grantee together with preliminary plans and specifications that identify the potential interference.

B. **Grantee Election.** Within ninety (90) days after delivery of the Interference Notice (the “**Election Period**”), Grantee shall elect to either (1) modify, relocate or remove the Skybridge improvements at Grantee’ sole expense, so as to remove the interference to the City’s satisfaction, or (2) reimburse the City for all added costs related to such interference, including without limitation added costs of design, construction, and installation. The Director may extend the Election Period at the request of Grantee. If Grantee elects (1), Grantee shall commence work and shall diligently prosecute the modification, relocation or removal work to completion in accordance with a construction schedule reasonably established by the City. If Grantee fails to commence, prosecute, and complete such work in accordance with such schedule, the City at Grantee’ sole expense may enter Grantee property and undertake the work on behalf of Grantee. If Grantee elects (2), Grantee shall give the City satisfactory assurance of payment of added costs at the time Grantee delivers the notice of election and Grantee shall reimburse the City for such added costs within thirty (30) days after delivery of an invoice from the

City.

C. Effect of Failure to Make Election. If Grantee does not duly deliver a notice of election during the Election Period, then the City may, by delivery of written notice to Grantee, make the election for Grantee, in which case such City election is fully binding upon Grantee.

Section 7. Termination - Removal.

A. Termination for Violation of Material Term or Condition of this Ordinance. If the Director determines that Grantee has violated any material term or condition of this Ordinance or if the Director determines that the Skybridge is not being used for the Approved Purpose, the Director shall deliver written notice thereof to Grantee ("**Violation Notice**"). If Grantee does not cure such violation within ninety (90) days after delivery of Violation Notice, then the City may, effective upon written notice to Grantee, terminate all permissions granted to Grantee under this Ordinance.

B. Removal after Termination. Within one hundred and eighty (180) days after expiration of the term granted by this Ordinance or after delivery of a termination notice under Section 7A above, Grantee at Grantee's sole expense shall, unless directed otherwise by the Director, remove the Skybridge. If Grantee fails to commence and complete such removal work within such one hundred eighty (180) days, then the City at Grantee sole expense may enter Grantee' property and undertake such removal on behalf of Grantee.

C. Removal Includes Restoration. Any removal of the Skybridge pursuant to this Ordinance also includes restoration of all portions of rights-of-way that may have been disturbed to as good a condition as it was prior to construction of the Skybridge.

Section 8. Plan Approval/Construction. Grantee shall not commence construction, reconstruction, relocation, readjustment, removal, or repair of the Skybridge except in accordance with plans and specifications approved in advance by the Director. This Director approval is only for the purposes of this Ordinance and is in addition to, and does not replace, any approvals or other permits that may be required under the Everett Municipal Code or other applicable law. All construction, reconstruction, relocation, readjustment, removal, or repair must be in accordance with the Director-approved plans and specifications and all other applicable permits and approvals.

Section 9. Operation, Maintenance and Repair. At its sole expense, Grantee shall operate, maintain, and repair the Skybridge so that it is in a good and safe condition and fully functional as a Skybridge. In the event of damage to or destruction of the Skybridge, Grantee at its sole expense shall either promptly repair such damage or destruction or shall remove the damaged or destroyed Skybridge. If Grantee violates this Section 9, the Director may deliver a Violation Notice pursuant to Section 7A above. This Violation Notice may require closure of the Skybridge until Grantee cures the violation.

Section 10. Continuing Obligation to Remove and Restore. Notwithstanding termination or expiration of the permissions granted by this Ordinance, or closure or removal of the Skybridge, Grantee shall remain bound by its obligations under this Ordinance until:

- A. the Skybridge and all its appurtenances are removed from the right-of-way;
- B. the area is restored in a manner and to a condition satisfactory to the Director in accordance with this Ordinance; and
- C. the Director certifies that Grantee has discharged its obligations under this Ordinance.

Upon prior notice to Grantee and entry of written findings that it is in the public interest, the City may, in the City's sole discretion, excuse Grantee, conditionally or absolutely, from compliance with any or all of Grantee's obligations to remove the Skybridge and to restore disturbed areas.

Section 11. Release, Hold Harmless, and Indemnification. The Skybridge is the exclusive responsibility of Grantee. Grantee releases the City from any and all claims resulting from the Skybridge or from damage or loss to Grantee's own property and does covenant and agree at all times to indemnify and hold harmless the City, its officers, agents and employees, from all claims, actions, suits, liability, loss, costs, expense or damages of every kind and description (excepting only such damages that may result from the sole negligence of the City), that may accrue to, or be suffered by, any person or persons or property or properties, including without limitation, damage or injury to Grantee, its officers, agents, employees, contractors, invitees, tenants and tenant's invitees, licensees, by reason of the construction, maintenance, operation or use of the Skybridge, or any portion thereof, or by reason of anything that has been done or may at any time be done by Grantee by reason of this Ordinance or by reason of Grantee violating, failing or refusing to strictly comply with each and every provision of this Ordinance or by reason of the City exercising any option, right or other privilege under this Ordinance; and in case judgment shall be rendered against the City in any suit or action, Grantee shall fully satisfy the judgment within one hundred and twenty (120) days after such suit, action or claim shall have been finally determined, if determined adversely to the City. If it is determined by a court of competent jurisdiction that RCW 4.24.115 applies to this Ordinance, then in the event claims or damages are caused by or result from the concurrent negligence of the City, its agents, contractors or employees, and Grantee, their agents, contractors, employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Grantee or Grantee's agents, contractors, employees. **Solely and expressly for the purpose of its duties to indemnify the City, Grantee specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Grantee recognizes that this waiver of immunity under Title 51 was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.** This Section 11 survives any termination or expiration of any permission granted under this Ordinance.

Section 12. Consent for and Conditions of Assignment or Transfer. The right, privilege and authority granted under this Ordinance are solely for the USPS shall not be assignable, leaseable or otherwise alienated or transferable by operation of law, nor shall Grantee transfer, assign, mortgage, pledge or encumber the same without the consent of the City, which must be in writing and signed by the Mayor to be effective and which consent the City may refuse at the City's sole discretion.

Section 13. Inspection Fees. Grantee shall pay to the City such usual and reasonable amounts as may be required by the Director pursuant to City code for the City's inspection of the Skybridge.

Section 14. Conflict. If the provisions of this Ordinance conflict with another provision of the Everett Municipal Code or any other City ordinance or regulation, the provisions of this Ordinance shall control. This Ordinance is subject to the City Charter (including without limitation Article 13, if and as applicable.)

Section 15. Notices. Unless otherwise provided herein, notices required to be in writing under this Ordinance shall be given as follows:

If to the City:

Director of Public Works
City of Everett
3200 Cedar Street
Everett, WA 98201

City Attorney
City of Everett
2930 Wetmore
Everett, WA 98201

City Clerk
City of Everett
2930 Wetmore
Everett, WA 98201

If to Grantee:

U.S. Postal Service
412 E Pine Glen Ct
Spokane, WA 99208

Notices shall be deemed effective, if mailed, upon the second day following deposit thereof in the United States Mail, postage prepaid, or upon delivery thereof if otherwise given. Either the City or Grantee may change the addresses to which notices may be given by giving notice as above provided.

Section 16. Acceptance of Terms and Conditions. Grantee shall deliver to the City Clerk a fully executed acceptance of the terms and conditions of this Ordinance on a form provided by the Office of City Attorney (the “**Acceptance**”) within sixty (60) days after the effective date of this Ordinance, together with the One-Time Fee. The Office of the City Attorney may grant in writing additional time for such delivery, which may not exceed an additional ninety (90) days. In no event may Grantee begin any construction of the Skybridge prior to such delivery to the City Clerk. If Grantee does not so deliver the Acceptance and the One-Time Fee within such sixty days or such additional time as may be granted by the Office of the City Attorney, then the privileges conferred by this Ordinance shall be deemed declined or abandoned and the permissions granted deemed lapsed and forfeited.

Section 17. Ratify and Confirm. Any act taken by the City or Grantee pursuant to the authority and in compliance with the conditions of this Ordinance, but prior to its effective date, is hereby ratified and confirmed.

Section 18. Savings. 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 19. Corrections. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, Ordinance numbering, section/subsection numbers and any references thereto.

Section 20. Recording. This Ordinance may be recorded within the Snohomish County Auditor's Office.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance approving the appropriations of the 2024 revised City of Everett Budget and amending Ordinance No. 3983-23

Council Bill # *interoffice use*

CB 2404-97

Agenda dates requested:

Briefing 4/10/24

2nd Reading 4/17/24

Consent

Action 4/24/24

Ordinance X

Public hearing

Yes X No

Budget amendment:

X Yes No

PowerPoint presentation:

X Yes No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Susy Haugen

Phone number:

(425) 257-8612

Email:

Shaugen@everettwa.gov

Initialed by:

SH

Department head

Administration

Council President

Project:

Partner/Supplier:

Location:

Preceding action: Ordinance 3983-23

Fund: Multiple

Fiscal summary statement:

The proposed Ordinance amends the City of Everett 2024 Operating Budget, increasing General Government budgeted expenditures by \$3,949,374 and increasing Non-General Government budgeted expenditures by \$28,863,330, for a total of \$32,812,704.

Project summary statement:

This budget amendment revises the 2024 original budget adopted on December 6, 2023. It proposes to carry forward spending authority for projects and expenditures not completed in 2023 and to appropriate new funding for financial activities that will occur this year.

Recommendation (exact action requested of Council):

Adopt an Ordinance approving the appropriations of the 2024 revised City of Everett Budget and amending Ordinance No. 3983-23.



ORDINANCE NO. _____

An ORDINANCE approving the appropriations of the 2024 revised City of Everett Budget and amending Ordinance No. 3983-23.

WHEREAS,

The City Council has reviewed the amended budget appropriations and information which was made available; and approves the appropriation of local, state, and federal funds and the increase or decrease from previously approved programs within the 2024 Budget.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Ordinance No. 3983-23 is hereby amended by the amendments shown on Attachment A, which is incorporated by reference. The amendments shall be made to the 2024 Budget with a total increased expenditure appropriation of \$32,812,704.

	<u>Beginning Fund balance and 2024 Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>
2024 Original Adopted Budget	\$ 746,730,743	\$ 438,816,064	\$ 307,914,679
Budget Amendment #1	25,843,425	32,812,704	(6,969,279)
2024 Amended Budget	\$ 772,574,168	\$ 471,628,768	\$ 300,945,400

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.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGR-1	CPED	Mayor's Drug Crisis Taskforce	021R		50,000	
GGR-1	General Fund	Mayor's Drug Crisis Taskforce	002R	50,000		

In October 2023, the Mayor announced the creation of a new task force to focus on the City's urgent drug crisis - specifically related to fentanyl, meth and other deadly illegal substances - and its impacts on community safety. The task force will gain a better understanding of the impact, barriers, and complexities of the drug crisis in Everett and develop next steps or recommendations for the City and its partners to consider. This reappropriation proposes to carry forward \$50,000 set aside in the Economic Development budget to fund a facilitator and other costs associated with this effort.

Increase M&O expenditures - Economic Development	021	5030000410	50,000	
Increase beginning fund balance - General Fund	002	3080000000		50,000

	Department		Code	Rev	Exp	FB
GGR-2	Non-Departmental	Fuel Infrastructure Upgrades and Refurbishment	009R		95,442	
GGR-2	General Fund	Fuel Infrastructure Upgrades and Refurbishment	002R	95,442		

The City owns and maintains 10 fueling sites of varying ages and conditions - Fire Stations 1 through 6, Service Center, Kasch Park, Legion Golf Course, Walter E. Hall Golf Course, and the Water Filtration Station. In 2019, the City's Motor Vehicle Division (MVD) contracted with an outside expert to conduct a site evaluation of all 10 fueling sites. This generated a report with estimated upgrades, repairs, and refurbishments each site would require to be brought back to good material condition. This reappropriation proposes to carry forward \$95,442 for the General Government's share of costs to upgrade and refurbish fueling sites and upgrade the fueling data management system. See also NGR-8.

Increase M&O expenditures - Non-Departmental	009	5000501550	95,442	
Increase beginning fund balance - General Fund	002	3080000000		95,442

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGR-3	General Fund	Labor Reappropriations	002R	141,249		
GGR-3	Municipal Court	Labor Reappropriations	005R		98,309	
GGR-3	Non-Departmental	Labor Reappropriations	009R			(150,202)
GGR-3	Finance	Labor Reappropriations	010R		388	
GGR-3	CPED	Labor Reappropriations	021R		187,559	
GGR-3	Emergency Management	Labor Reappropriations	030R		5,195	

This reappropriation proposes to fund staffing additions approved in 2023 budget amendment #3, but not included in the 2024 original operating budget. Staffing additions include:

--Judicial Assistant
--Community Support Manager
--Emergency Management day laborer
--Finance day laborer

See also NGR-11.

Increase transfers in revenues - General Fund	002	3370000155		58,000
Increase transfers in revenues - General Fund	002	3XXXXXXXXX		66,540
Increase beginning fund balance - General Fund	002	3080000000		16,709
Decrease ending fund balance - Non-Departmental	009	5980000490		150,202
Increase labor expenditures - CPED	021	5020000110/210	187,559	
Increase labor expenditures - Municipal Court	005	5010000110/210	98,309	
Increase labor expenditures - Finance	010	5140000170/210	388	
Increase labor expenditures - Emergency Management	030	5100000170/210	5,195	

	Department		Code	Rev	Exp	FB
GGR-4	Legal	Legal Contracted Services	003R		4,570	
GGR-4	General Fund	Legal Contracted Services	002R	4,570		

In October 2022, the City entered into contracts with Computer Sciences Corporation to upgrade our claims management software (Assure Claims) to the latest version in AWS Cloud and to move to a different report writing platform (Sisense). This reappropriation proposes to carry forward \$4,570 to complete the upgrades in 2024.

Increase beginning fund balance - General Fund	002	3080000000		4,570
Increase M&O expenditures - Legal	003	5100000410	4,570	

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGR-5	Legal	Supplemental Grant for Public Defense Training	003R		4,567	
GGR-5	General Fund	Supplemental Grant for Public Defense Training	002R	4,567		

In 2023, the City received a supplemental grant from the Washington Office of Public Defense to fund training for public defense attorneys, investigators, and/or social workers at the Everett Law Association - the City's main contractor for public defense services. This reappropriation proposes to carry forward \$4,567 to complete the trainings in 2024.

Increase M&O expenditures - Legal	003	5250000410	4,567	
Increase beginning fund balance - General Fund	002	3080000000		4,567

	Department		Code	Rev	Exp	FB
GGR-6	Comm & Eng	Communication & Engagement Activities	018R		2,837	
GGR-6	General Fund	Communication & Engagement Activities	002R	5,337		
GGR-6	Non-Departmental	Communication & Engagement Activities	009R		2,500	

This reappropriation proposes to carry forward \$5,337 for the following Communication and Engagement activities:
 --purchase of 18 Canva licenses to use for graphic design by City employees for \$2,500
 --diversity, equity, and inclusion consulting services with Co3 Consulting for \$1,200
 --2023 neighborhood mini grants to Lowell and Port Gardner neighborhoods for \$1,637

Increase M&O expenditures - Communications and Engagement	018	5302250310	1,200	
Increase M&O expenditures - Communications and Engagement	018	5302204412	1,000	
Increase M&O expenditures - Communications and Engagement	018	5302205412	637	
Increase beginning fund balance - General Fund	002	3080000000		5,337
Increase M&O expenditures - Non-Departmental	009	5000067494	2,500	

	Department		Code	Rev	Exp	FB
GGR-7	Human Resources	HR Microfiche Conversion	007R		15,000	
GGR-7	General Fund	HR Microfiche Conversion	002R	15,000		

In November 2023, the City contracted with Konica Minolta Business Solutions USA, Inc. for the conversion of Human Resources payroll data and personnel files from Microfiche to Laserfiche. This reappropriation proposes to carry forward \$15,000 to complete the conversion in 2024.

Increase beginning fund balance - General Fund	002	3080000000		15,000
Increase M&O expenditures - Human Resources	007	5010000410	15,000	

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGR-8	Fire	Air Compressor for Fire Department	032R		48,000	
GGR-8	General Fund	Air Compressor for Fire Department	002R	48,000		

The Fire department was awarded an Assistance to Firefighters Grant to purchase a new self-contained breathing apparatus bottle filling air compressor. The air compressor was ordered in 2023, but it will not be delivered and paid until this year. This reappropriation proposes to carry forward \$48,000 set aside in the Fire department's budget to cover the cost of the air compressor and installation above and beyond the grant award.

Increase beginning fund balance - General Fund	002	3080000000		48,000
Increase M&O expenditures - Fire	032	5200000640	48,000	

	Department		Code	Rev	Exp	FB
GGR-9	Library	Library Purchases	110R	28,249	28,249	

This reappropriation proposes to carry forward \$28,249 for the following items purchased by the Library in 2023 that will be delivered and paid this year:
 --twelve staff desk chairs for \$13,079
 --two Envisionware fax/scan document stations for \$15,170

Increase beginning fund balance - Library	110	3080000000		28,249
Increase M&O expenditures - Library	110	5500000350	13,079	
Increase M&O expenditures - Library	110	5600000350	15,170	

	Department		Code	Rev	Exp	FB
GGR-10	General Fund	Dept. of Commerce Grant - Periodic Updates	002R	69,303		
GGR-10	CPED	Dept. of Commerce Grant - Periodic Updates	021R		69,303	

The Governor and the WA State Legislature made grant funding available for all counties and cities to support the upcoming comprehensive plan and development regulation "periodic updates," associated with the Growth Management Act as required under RCW 36.70A.130(5). This grant supports the temporary addition of a full-time Planning & Community Engagement Coordinator to assist with the update. The City of Everett is eligible to receive a total of \$325,000 for the Comprehensive Plan Periodic Update project. This reappropriation proposes to carry forward unspent grant funds in the amount of \$69,303.

Increase grant revenues - General Fund	002	3340420010		69,303
Increase M&O expenditures - CPED	021	5010000410	69,303	

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGR-11	Municipal Arts	Municipal Arts Grants and Events Support	112R	130,000	130,000	

This reappropriation proposes to carry forward \$130,000 from the Municipal Arts 2023 budget. These funds were originally allocated for various programs and events, including Cultural Arts Grants, Public Art Maintenance, 4th of July, Sorticulture, and Other events (Street Tunes). Various factors, such as surplus revenue from successful staff fundraising and sales efforts, project delays, logistical challenges, and external circumstances, have resulted in unspent balances across multiple programs and events in 2023. The rollover of these funds is necessary to ensure the intended initiatives can be completed effectively and the allocated resources are utilized optimally.

Increase beginning fund balance - Municipal Arts	112	3080000100		130,000
Increase M&O expenditures - Municipal Arts	112	5102202410	17,000	
Increase M&O expenditures - Municipal Arts	112	5102201410	20,000	
Increase M&O expenditures - Municipal Arts	112	5103306410	40,000	
Increase M&O expenditures - Municipal Arts	112	5103303494	30,000	
Increase M&O expenditures - Municipal Arts	112	5103307410	23,000	

	Department		Code	Rev	Exp	FB
GGR-12	General Fund	Street-Level Issues Flex Fund	002R	40,000		
GGR-12	Non-Departmental	Street-Level Issues Flex Fund	009R		40,000	

This reappropriation proposes to carry forward \$40,000 to the street-level issues flex funds to continue addressing encampment clean-up needs outside of regular work conducted by Public Works staff. See also GGA-8.

Increase beginning fund balance - General Fund	002	3080000000		40,000
Increase M&O expenditures - Non-Departmental	009	5000900410	40,000	

	Department		Code	Rev	Exp	FB
GGR-13	Street Improvement	Overlay and Street Projects	119R	1,151,337	1,151,337	

This reappropriation proposes to carry forward the remaining 2023 budgeted Street Improvement funds for 2024 street improvement projects. The source of these funds is an allocated share of the motor vehicle fuel tax from Washington State, car tab fees, and an allocation from the General Fund. These funds are used for arterial street projects, sidewalk replacements, parking improvements, non-motorized improvements, traffic signal projects, capital project grant matching funds, and the overlay program. See also GGA-9.

Increase beginning fund balance - Street Improvement Fund	119	3080000000		1,151,337
Increase M&O expenditures - Street Improvement Fund	119	5612002953650	1,151,337	

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGR-14	Police	Police SWAT Protective Gear	031R		13,386	
GGR-14	General Fund	Police SWAT Protective Gear	002R	13,386		

In 2023, the Police department contracted with TYR Tactical, LLC for the purchase of protective body wear and ballistic vests to replace warranty-expired vests. The specialized protective gear is worn by SWAT team members. Warranties and replacements are on a five-year cycle. This reappropriation proposes to carry forward \$13,386 of the Police budget to pay for the vests that will be delivered this year.

Increase beginning fund balance - General Fund	002	3080000000		13,386
Increase labor expenditures - Police	031	5400002260	13,386	

	Department		Code	Rev	Exp	FB
GGR-15	Police	Start-Up Costs for Additional Police FTEs	031R		163,919	
GGR-15	General Fund	Start-Up Costs for Additional Police FTEs	002R	163,919		

The Police department's authorized full-time equivalents (FTEs) increased by 11 last year. Two of the positions were filled by the end of 2023 and the department is working to fill the vacant positions in 2024. As part of the approved amendment, there were initial onboarding costs included. This reappropriation proposes to carry forward unspent onboarding costs totaling \$163,919.

Increase beginning fund balance - General Fund	002	3080000000		163,919
Increase M&O expenditures - Police	031	5320000350	67,908	
Increase M&O expenditures - Police	031	5410000410	20,455	
Increase M&O expenditures - Police	031	5410000445	40,000	
Increase M&O expenditures - Police	031	5400005350	35,556	

	Department		Code	Rev	Exp	FB
GGR-16	Police	Police Duty Weapon Supplies and Equipment	031R		6,220	
GGR-16	General Fund	Police Duty Weapon Supplies and Equipment	002R	6,220		

In 2023, the Police department contracted with ProForce Law Enforcement for the purchase of duty weapon supplies and equipment. This reappropriation proposes to carry forward \$6,220 of the Police budget to pay for the supplies and equipment that will be delivered in 2024.

Increase beginning fund balance - General Fund	002	3080000000		6,220
Increase M&O expenditures - Police	031	5320000310	6,220	

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGR-17	Police	Police SOG Helmets	031R		5,534	
GGR-17	General Fund	Police SOG Helmets	002R	5,534		

In 2023, the Police department contracted with Primary Arms, LLC for the purchase of protective helmets worn by the department's Special Operations Group (SOG). This reappropriation proposes to carry forward \$5,534 of the Police budget to pay for the helmets that will be delivered in 2024.

Increase beginning fund balance - General Fund	002	3080000000		5,534
Increase M&O expenditures - Police	031	5320000350	5,534	

	Department		Code	Rev	Exp	FB
GGR-18	Police	Police Promotional Assessment Testing	031R		17,035	
GGR-18	General Fund	Police Promotional Assessment Testing	002R	17,035		

In 2023, the Police department contracted with Public Safety Testing to provide promotional assessment testing for both Police Captain and Police Lieutenant positions. The testing dates have since been rescheduled for 2024. This reappropriation proposes to carry forward \$17,035 of the Police budget to pay for the testing in 2024.

Increase beginning fund balance - General Fund	002	3080000000		17,035
Increase M&O expenditures - Police	031	5320000410	17,035	

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGA-1	General Fund	Staffing Changes	002A	370,155		
GGA-1	Legal	Staffing Changes	003A		167,278	
GGA-1	Administration	Staffing Changes	004A		17,623	
GGA-1	Non-Departmental	Staffing Changes	009A			(602,388)
GGA-1	Finance	Staffing Changes	010A		133,930	
GGA-1	IT	Staffing Changes	015A		167,916	
GGA-1	Engineering & Pub Svcs	Staffing Changes	024A		179,407	
GGA-1	Police	Staffing Changes	031A		133,819	
GGA-1	Facilities & Prop Mgmt	Staffing Changes	038A		172,570	
GGA-1	Library	Staffing Changes	110A	63,058	63,058	

This amendment proposes to increase labor expenditures to fund needed staffing additions, including:

--Assistant City Attorney II
--Senior Procurement Specialist
--System Analyst II
--Senior Engineer
--Maintenance Technicians (2.0 FTEs) transferred from Everett Transit Fund 425
--Librarian I (0.60 FTE)
--Upgrade Executive Director to Senior Executive Director
--Automated Traffic Safety Camera Program labor support

Increase transfers in revenues - Library	110	397XXXX152		63,058
Increase transfers in revenues - General Fund	002	3970000130		179,407
Increase transfers in revenues - General Fund	002	397XXXX155		190,748
Decrease ending fund balance - Non-Departmental	009	5984900000		602,388
Increase labor expenditures - Legal	003	5200000110/210	167,278	
Increase labor expenditures - Administration	004	5200000110/210	17,623	
Increase labor expenditures - Finance	010	5160000110/210	133,930	
Increase labor expenditures - Information Technology	015	5300000110/210	167,916	
Increase labor expenditures - Engineering and Public Services	024	5XXXXXX110/210	179,407	
Increase labor expenditures - Police	031	5XXXXXX110/210	133,819	
Increase labor expenditures - Facilities and Property Management	038	5820030110/210	172,570	
Increase labor expenditures - Library	110	5250000110/210	63,058	

	Department		Code	Rev	Exp	FB
GGA-2	Non-Departmental	Emergency Management Day Laborer	009A			(12,653)
GGA-2	Emergency Management	Emergency Management Day Laborer	030A		12,653	

This amendment proposes to extend the Emergency Management department's day laborer for six months to continue the following projects that were started in 2023:

--Create an inventory of Emergency Management's assets
--Call center and satellite phones inventory and management documentation
--Radio functionality
--Develop training plans
--Alert Sense and Integrated Public Alert & Warning System (IPAWS) program updates
--Develop a volunteer program that can be maintained by the Administrative Coordinator, including Community Emergency Response Team (CERT) and Auxiliary Communication Service (ACS) volunteers

Decrease ending fund balance - Non-Departmental	009	5980000490		12,653
Increase labor expenditures - Emergency Management	030	5100000170/210	12,653	

ATTACHMENT A

**2024
Budget Adjustments
Tally Sheet**

	Department		Code	Rev	Exp	FB
GGA-3	Non-Departmental	Cayenta Upgrade and Accounting Assistance	009A			(66,178)
GGA-3	Finance	Cayenta Upgrade and Accounting Assistance	010A		66,178	
<div> <p>This amendment proposes to extend the Finance department's administrative day laborer in 2024 by 867 hours. The day laborer will assist the department with completing the upgrade of the City's financial system and provide accounting support while an employee is on extended leave.</p> </div>						
Decrease ending fund balance - Non-Departmental				009	5980000490	66,178
Increase labor expenditures - Finance				010	5140000170/2110	66,178

	Department		Code	Rev	Exp	FB
GGA-4	Legal	FY2024-25 Indigent Defense Grant	003A		45,000	
GGA-4	General Fund	FY2024-25 Indigent Defense Grant	002A	45,000		
<div> <p>The Washington Office of Public Defense awarded the City \$90,000 to be used towards social work services for the public defense team. The grant begins January 1, 2024, and ends on December 31, 2025. Funds will be split over the two years (\$45,000 each year).</p> </div>						
Increase M&O expenditures - Legal				003	5250000410	45,000
Increase grant revenues - General Fund				002	3340120003	45,000

	Department		Code	Rev	Exp	FB
GGA-5	General Fund	Federal Financial Boating Grant	002A	17,905		
GGA-5	Police	Federal Financial Boating Grant	031A		17,905	
<div> <p>The Police department was awarded a \$17,905 grant from the Federal Financial Boating Program to supplement overtime expenses relating to the enhancement of boating safety and education services in the state. The goal of the program is to reduce the number and severity of recreational boating casualties of all types, and to ensure a safe and enjoyable boating environment for all users.</p> </div>						
Increase grant revenues - General Fund				002	3336702400	17,905
Increase labor expenditures - Police				031	5210000120	17,905

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	Department		Code	Rev	Exp	FB
GGA-6	General Fund	Law Enforcement Pursuit Technology Grant	002A	44,887		
GGA-6	Police	Law Enforcement Pursuit Technology Grant	031A		44,887	

The Police department was awarded a \$44,887 grant from WA State Department of Commerce's Law Enforcement Pursuit Technology Grant Program. Grant funds will be used to acquire, install, and deploy StarChase systems and equipment. The tracking technology is an alternative solution to reduce dangerous high-speed pursuits.

Increase grant revenues - General Fund	002	3330110003		44,887
Increase M&O expenditures - Police	031	5320000640	44,887	

	Department		Code	Rev	Exp	FB
GGA-7	General Fund	STOP Violence Against Women Grant	002A	40,135		
GGA-7	Police	STOP Violence Against Women Grant	031A		40,135	

The Police department was awarded a \$40,135 grant from the STOP (Services, Training, Officers, and Prosecutors) Violence Against Women Program. This is an annual award that is managed by the Police department for regional law enforcement agencies in collaboration with victim services and prosecutors who utilize the grant funding to supplement their efforts as a combined team. Grant funds will support the community in developing comprehensive and collaborative strategies to address domestic violence, sexual assault, dating violence, and/or stalking, while holding offenders accountable for their crimes.

Increase grant revenues - General Fund	002	3331657001		40,135
Increase M&O expenditures - Police	031	5920000520	40,135	

	Department		Code	Rev	Exp	FB
GGA-8	Comm & Eng	Communication & Engagement Professional Services	018A		10,000	
GGA-8	Non-Departmental	Communication & Engagement Professional Services	009A			(10,000)

This amendment proposes to increase Communication and Engagement's expenditure budget by \$10,000 for a professional services contract to assist the department with special projects while employees are on extended leave.

Increase M&O expenditures - Communications and Engagement	018	5100000410	10,000	
Decrease ending fund balance - Non-Departmental	009	5980000490		10,000

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	Department		Code	Rev	Exp	FB
GGA-9	Emergency Management	Emergency Management Purchases	030A		24,445	
GGA-9	Non-Departmental	Emergency Management Purchases	009A			(24,445)

This amendment proposes to increase Emergency Management's budget by \$24,445 for the following activities:
 --purchase a conex container to store Community Emergency Response Team (CERT) and Auxiliary Communication Service (ACS) equipment along with other emergency management supplies
 --Alertsense annual subscription costs
 --Ricoh annual lease costs

Increase M&O expenditures - Emergency Management	030	5100000310	9,645	
Increase M&O expenditures - Emergency Management	030	5100000410	13,300	
Increase M&O expenditures - Emergency Management	030	5100000450	1,500	
Decrease ending fund balance - Non-Departmental	009	5980000490		24,445

	Department		Code	Rev	Exp	FB
GGA-10	Non-Departmental	Street-Level Issues Flex Fund	009A		60,000	(60,000)

This amendment proposes to add \$60,000 to the street-level issues flex funds to continue addressing encampment clean-up needs outside of regular work conducted by Public Works staff. See also GGR-12.

Increase M&O expenditures - Non-Departmental	009	5000900410	60,000	
Decrease ending fund balance - Non-Departmental	009	5984900000		60,000

	Department		Code	Rev	Exp	FB
GGA-11	Street Improvement	Overlay and Street Projects	119A	453,220	453,220	

This amendment proposes to transfer the unspent balance from the Everett Mall Way - 4th Avenue to East Mall Drive Intersection Safety project to the Street Improvement Fund. These funds will be used for arterial street projects, sidewalk replacements, parking improvements, non-motorized improvements, traffic signal projects, capital project grant matching funds, and the overlay program. See also GGR-13.

Increase transfers in revenues - Street Improvement Fund	119	3970000303		453,220	453,220
Increase M&O expenditures - Street Improvement Fund	119	5612002953650			

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	Department	Code	Rev	Exp	FB
NGR-1	CIP-4	CIP-4 - Waits Motel	162R	187,410	187,410
<p>On December 13, 2023, Council authorized the appropriation of \$260,349 in CIP-4 to fund a contract with Common Street to facilitate the relocation of individuals living in the Waits Motel. As of December 31, 2023, \$72,938.91 had been spent on that effort. This reappropriation proposes to carry forward the balance to complete the relocation in 2024.</p>					
Increase M&O expenditures - CIP-4		162	5625990410	187,410	
Increase beginning fund balance - CIP-4		162	3080062000		187,410

	Department	Code	Rev	Exp	FB
NGR-2	Gen Gov't Special Projects	Everett Forward Grants 1 & 2	155R	579,942	579,942
<p>The City established two rounds of small business grants to support recovery from the COVID-19 pandemic. There was a total of \$579,942 remaining as of December 31, 2023 --\$93,252 from EFG 1 and \$486,690 from EFG 2. This reappropriation proposes to carry forward the unspent funds to complete the programs in 2024.</p>					
Increase Everett Forward Grant 1 expenditures - Gen Gov't Special Projects		155	5312901412	93,252	
Increase Everett Forward Grant 2 expenditures - Gen Gov't Special Projects		155	5312902412	486,690	
Increase beginning fund balance - Gen Gov't Special Projects		155	3080000310		579,942

	Department	Code	Rev	Exp	FB
NGR-3	Gen Gov't Special Projects	COVID Relief Programs	155R	10,176,024	10,176,024
<p>The City established the COVID Relief Program in 2023. The source of funding was resources made available in the General Fund by using ARPA funding to pay a portion of the 2023 Police and Fire labor costs. The programs submitted for reappropriation (below) were approved by Council Resolution or supplier contracts.</p>					
Increase Pallet Shelters		155	5325110410	2,485,647	
Increase Clean Everett		155	5325120410	516,397	
Increase Chart 2.0 Behavioral Health Program		155	5325130410	809,340	
Increase Public Restroom		155	5325140550	750,000	
Increase Daytime Service Access/Shelter		155	5325150410	2,000,000	
Increase Mental Health Professionals - Fire/Library		155	5325160550	1,222,404	
Increase Human Needs Grant		155	5325170410	100,000	
Increase EPIC Bridge Design		155	5325180410	373,155	
Increase Property Room Relocation		155	5325190550	300,000	
Increase Fire Training Facility Design		155	5325200550	170,000	
Increase Inventory and Tree Planting		155	5325220410	143,086	
Increase Digital Permit Accelerator		155	5325230550	155,995	
Increase South Everett WHEB Triagle		155	5325240410	200,000	
Increase Council Recovery Grants		155	5325307410/01410	700,000	
Increase Staff Support for ARPA Fund Management		155	5325310550	250,000	
Increase Beginning Fund Balance - COVID Recovery		155	3080000325		10,176,024

**2024
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	Department	Code	Rev	Exp	FB
NGR-4	CIP-1	CIP-1 General Gov't Capital Projects	162R	500,000	500,000
This reappropriation proposes to carry forward funds for capital projects originally approved by Council in 2023, but were not completed by December 31, 2023. \$ 280,000 Police South Precinct Restroom & Locker Remodel \$ 80,000 Everett Performance Art Center Masonry Seal & Paint \$ 140,000 Main Library Building Envelope Repairs & Fittings					
Increase beginning fund balance - CIP-1			162	3080050000	500,000
Increase M&O expenditures - CIP-1			162	5500000550	500,000

	Department	Code	Rev	Exp	FB
NGR-5	CIP-4	CIP-4 - Stadium Consultation	162R	49,988	49,988
In 2023, the City engaged a consultant to assist with management of the Stadium project. As of December 31, 2023, \$12.15 had been spent on that effort. This reappropriation proposes to carry forward the balance to complete the consulting work in 2024.					
Increase M&O expenditures - CIP-4			162	5625290410	49,988
Increase beginning fund balance - CIP-4			162	3080062000	49,988

	Department	Code	Rev	Exp	FB
NGR-6	CIP-3	CIP-3 Parks Projects	154R	1,288,500	1,288,500
This reappropriation proposes to carry forward CIP 3 funds for the following Council approved parks projects that were not completed by December 31, 2023: \$ 80,000 Edgewater Park Renovation \$ 700,000 Wiggums Hollow Park Playground \$ 120,000 Professional Services - 5 Restrooms \$ 385,000 Phil Johnson Park Playground \$ 35,000 Walter E. Hall Community Amenities					
Increase beginning fund balance - CIP-3			154	3080000000	1,288,500
Increase M&O expenditures - CIP-3			154	5354010550	1,288,500

**2024
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Tally Sheet**

	Department		Code	Rev	Exp	FB
NGR-7	Self-Insurance Fund	Insurance Premiums	503R	48,185	48,185	

The Snohomish County PUD invoices the City annually for its share of the property and liability insurance premiums for the Culmback Dam. The City did not receive an invoice or make payment in 2023 for these premiums until 2024. This reappropriation proposes to carry forward the unspent 2023 premiums to the 2024 budget.

Increase beginning fund balance - Self-Insurance Fund	503	3080000502		48,185
Increase M&O expenditures - Self-Insurance Fund	503	5502000460		

	Department		Code	Rev	Exp	FB
NGR-8	Motor Vehicle	Fuel Infrastructure Upgrades and Refurbishment	501R	600,000	600,000	

The City owns and maintains 10 fueling sites of varying ages and conditions - Fire Stations 1 through 6, Service Center, Kasch Park, Legion Golf Course, Walter E. Hall Golf Course, and the Water Filtration Station. In 2019, the City's Motor Vehicle Division (MVD) contracted with an outside expert to conduct a site evaluation of all 10 fueling sites. This generated a report with estimated upgrades, repairs, and refurbishments each site would require to be brought back to good material condition. This reappropriation proposes to carry forward the Non-General Government's share of costs to upgrade and refurbish fueling sites and upgrade the fueling data management system. See also GGR-2.

Increase M&O expenditures - Motor Vehicle	501	5500600650	600,000	
Increase transfers in - Motor Vehicle from Non-Departmental	501	3970006009		95,442
Increase transfers in - Motor Vehicle from EMS	501	3970006153		2,892
Increase transfers in - Motor Vehicle from CHIP	501	3970006197		8
Increase transfers in - Motor Vehicle from CDBG	501	3970006198		8
Increase transfers in - Motor Vehicle from Utilities	501	3970006401		95,016
Increase transfers in - Motor Vehicle from Transit	501	3970006425		216,456
Increase transfers in - Motor Vehicle from Golf	501	3970006440		20
Increase transfers in - Motor Vehicle from Telecommunications	501	3970006507		158
Increase beginning fund balance - Motor Vehicle	501	3XXXXXXX		190,000

**2024
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	Department		Code	Rev	Exp	FB
NGR-9	Veh/Equip Repl	Vehicle Replacements	126R	4,847,521	4,847,521	

This reappropriation proposes to carry forward funds for vehicles scheduled for replacement in 2023, but not received by December 31, 2023.

Engineering and Public Services – Replace vehicles J0087, V0113, and V0176
 Police - Replace vehicles P0377, P0316, P0437, P0323, P0374, P0380, P0387, P0388, P0390, and P0395
 Fire - Replace vehicles J0059, V0157, J0064, and J0069
 Facilities and Property Management - Replace vehicle M0042
 Parks and Community Services - Replace vehicle S0110
 Streets - Replace vehicles J0093, N0008, N0011, N0017, N0030, and V0180

Increase beginning fund balance - MVD	126	3080000000		4,847,521
Increase vehicle expenditures - Engineering and Public Services	126	5200024640	145,167	
Increase vehicle expenditures - Police	126	5200031640	536,976	
Increase vehicle expenditures - Fire	126	5200032640	3,694,085	
Increase vehicle expenditures - Facilities and Property Management	126	5200038640	36,293	
Increase vehicle expenditures - Parks and Community Services	126	5200101640	150,000	
Increase vehicle expenditures - Streets	126	5200120640	285,000	

	Department		Code	Rev	Exp	FB
NGR-10	Gen Gov't Special Projects	Behavioral Health Case Management	155R	70,166	70,166	

The City was awarded a \$250,000 grant from the Snohomish County Office of Resilience and Recovery to increase case management support to vulnerable unsheltered residents whose mental health and access to services have been negatively affected due to the pandemic. This project added a full-time Case Management Coordinator position at the City and provided funds to contract with additional community service-based case managers. Council approved this contract at the October 5, 2022, Council meeting. This reappropriation proposes to carry forward unspent grant funds in the amount of \$70,166.

Increase grant revenues - General Govt Special Projects	155	3332100360		70,166
Increase M&O expenditures - General Govt Special Projects	155	5360360410	70,166	

	Department		Code	Rev	Exp	FB
NGR-11	Gen Gov't Special Projects	AWC Grant	155R	58,000	58,000	

This reappropriation proposes to carry forward \$58,000 in unspent grant funds from the Association of Washington Cities (AWC) to provide labor support for the Community Support Manager position. The Community Support Manager manages Community Support Division staff and works with Police department, Fire/EMS, and Library leadership to provide planning, direction, and coordination of staff, assistance in hiring, as well as provide guidance to mental health professionals, case managers, and community support team members. Additionally, this position represents the City in local, state, and federal programs and initiatives that further the City's behavioral health response. See also GGR-3.

Increase grant revenues - Gen Gov't Special Projects	155	3370010365		58,000
Increase M&O expenditures - Gen Gov't Special Projects	155	5365000550	58,000	

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	Department		Code	Rev	Exp	FB
NGR-12	Criminal Justice	Automated Traffic Safety Camera Program	156R	59,478	59,478	
NGR-12	IT Reserve	Automated Traffic Safety Camera Program	505R	59,478	59,478	

Council adopted Ordinance 3106-08 that authorized the use of automated traffic safety cameras to detect and record the image of stoplight violations. The implementation of these cameras is projected to increase customer interaction with Municipal Court. Phone calls, payments, hearings, processing of photo enforcement tickets, and foot traffic will substantially increase. This reappropriation proposes to carry forward \$59,478 to continue the implement of nCourt, OCourt, and Laserfiche systems that will be used to process and store court files and documents electronically, as well as provide an option for online payments.

Increase charges for services revenues - Criminal Justice Fund 156	156	3531000410		59,478
Increase M&O expenditures - Criminal Justice Fund 156	156	5000410910	59,478	
Increase M&O expenditures - Information Technology Reserve Fund 505	505	5140215350	59,478	
Increase charges for services revenues - Information Technology Reserve Fund 505	505	3488040215		59,478

	Department		Code	Rev	Exp	FB
NGR-13	Criminal Justice	Downtown Security Grant	156R	133,080	133,080	

In 2023, Snohomish County provided the City of Everett \$187,500 of American Rescue Plan Act (ARPA) grant funds to be used for increased security in the greater downtown area, which has been negatively impacted by the COVID-19 pandemic. Increased patrols will be emphasized around emergency and cold weather shelters within downtown Everett that have additional security needs as well other high impact areas. The grant supports approximately six months of security services, beginning in August 2023. This reappropriation proposes to carry forward unspent grant funds in the amount of \$133,080.

Increase grant revenues - Criminal Justice Fund	156	3332100801		133,080
Increase M&O expenditures - Criminal Justice Fund	156	5801000410	133,080	

	Department		Code	Rev	Exp	FB
NGR-14	IT Reserve	IT Projects	505R	385,040	385,040	

This reappropriation proposes to carry forward \$385,040 of the Information Technology Reserve budget to complete the following IT projects:
 --Serverless printing
 --Court digital transformation
 --Cayenta upgrade
 --Fuel infrastructure upgrades

Increase beginning fund balance - Information Technology Reserve Fund	505	3080040000		385,040
Increase M&O expenditures - Information Technology Reserve Fund	505	5140214492	30,000	
Increase M&O expenditures - Information Technology Reserve Fund	505	5140215350	46,910	
Increase M&O expenditures - Information Technology Reserve Fund	505	5140213410	194,130	
Increase M&O expenditures - Information Technology Reserve Fund	505	5140212410	35,000	
Increase M&O expenditures - Information Technology Reserve Fund	505	5140212492	20,000	
Increase M&O expenditures - Information Technology Reserve Fund	505	5140212640	59,000	

**2024
Budget Adjustments
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	Department		Code	Rev	Exp	FB
NGR-15	Real Property Reserve	Stadium SEPA and Project Management	145R	1,137,186	1,137,186	

In 2023, Council authorized the appropriation of \$1,151,821 in Real Property Reserve Fund 145 to pay for the professional services agreements with Shiels Obletz Johnsen, Inc (SOJ) and Environmental Science Associates (ESA) for consulting services relating to the proposed stadium project and SEPA review. As of December 31, 2023, \$14,634.76 had been spent. This reappropriation proposes to carry forward the balance to the 2024 budget.

Increase beginning fund balance - Real Property Reserve Fund	145	3080000000		1,137,186
Increase M&O expenditures - Real Property Reserve Fund	145	5626000943410	1,137,186	

	Department		Code	Rev	Exp	FB
NGR-16	Real Property Fund	Street & Alley Vacation funded projects	145R	350,000	350,000	

This reappropriation proposes to carry forward Street & Alley Vacation funds for projects previously approved by Council, but not completed by December 31, 2023.

Ordinance 3739-20 approved a total of \$1,190,000 for the projects listed below. \$400,000 was transferred to the capital project fund in 2020 and \$690,000 in 2023. The balance of \$100,000 is expected to be transferred in 2024.

- Sidewalk at 16th and Chestnut
- Sidewalk on 18th Street between Maple and Jackson Park
- Upgrades on Peck's Drive at the intersection of Cady Road and East Drive
- Pedestrian access from Interurban Trail to YMCA

Ordinance 3886-22 approved a total of \$250,000 for the Silver Lake Trail. The balance of \$250,000 is expected to be transferred in 2024.

Increase beginning fund balance - Real Property Fund	145	3080000010		350,000
Increase transfers out - Real Property Fund	145	5626000010550	350,000	

	Department		Code	Rev	Exp	FB
NGR-17	Criminal Justice	FY22 JAG Grant	156R	6,977	6,977	

In 2022, the Police department was awarded \$37,989 from the Edward Byrne Memorial Justice Assistant Grant (JAG) Program. The award is for the purchase of a digital intelligence forensic imager and ballistic shields used for protection of officers. This reappropriation proposes to carry forward unspent grant funds and interest earnings in the amount of \$6,977.

Increase beginning fund balance - Criminal Justice Fund	156	3XXXXXXXXX		6,977
Increase M&O expenditures - Criminal Justice Fund	156	5730000350	6,977	

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	Department		Code	Rev	Exp	FB
NGR-18	Criminal Justice	Therapeutic Court Grants	156R	193,913	193,913	

This reappropriation proposes to carry forward \$193,913 in grant awards (grant number IAA24237) obtained from the Washington State Administrative Office of the Courts (AOC) to support the Therapeutic Court - Substance Use Disorder Program. Grant funds are intended to be used to identify individuals with substance use disorder or other behavioral health needs and engage those individuals with community-based therapeutic interventions.

Increase grant revenues - Criminal Justice Fund	156	3340120802		193,913
Increase M&O expenditures - Criminal Justice Fund	156	5802000410	193,913	

	Department		Code	Rev	Exp	FB
NGA-1	CIP 4	CIP 4 - Waits Motel Purchase	162A		1,850,000	(1,850,000)

On January 10, 2024, City Council approved a purchase agreement for the Waits Motel in the amount of \$1,850,000. This amendment will provide the budget authority for that purchase.

Increase M&O expenditures - CIP-4	162	5625990610	1,850,000	
Decrease ending fund balance - CIP-4	162	5620999490		1,850,000

	Department		Code	Rev	Exp	FB
NGA-2	CIP-4	CIP 4 - Waits Motel Demolition	162A		350,000	(350,000)

This amendment will fund the demolition of the Waits Motel and removal of contaminated material.

Increase M&O expenditures - CIP-4	162	5625990610	350,000	
Decrease ending fund balance - CIP-4	162	5620999490		350,000

	Department		Code	Rev	Exp	FB
NGA-3	CIP-4	CIP 4 - Waits Motel Relocation Costs	162A		50,000	(50,000)

The City will incur costs associated with relocating individuals occupying the Waits Motel, including moving fees, rental assistance, and other services. The total is expected not to exceed \$50,000. This amendment will provide the budget authority to fund those costs.

Increase M&O expenditures - CIP-4	162	5625990494	50,000	
Decrease ending fund balance - CIP-4	162	5620999490		50,000

**2024
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	Department	Code	Rev	Exp	FB
NGA-4	Gen Gov't Special Projects	COVID Recovery Program	155A	2,850,000	(2,850,000)

Council Resolution No. 7919 approved three new COVID Recovery programs: Housing Hope Childcare with Workforce Development, Everett Community College Early Learning Center, and Compass Health Intensive Behavioral Health Care Services. An additional \$700,000 is allocated for Council Recovery Grants. This amendment will establish the budget authority for those programs.

Increase Housing Hope Childcare with Workforce Development	155	5XXXXXXXXX	1,000,000	
Increase Everett Community College Early Learning Center	155	5XXXXXXXXX	150,000	
Increase Compass Health Intensive Behavioral Healthcare Services	155	5XXXXXXXXX	1,000,000	
Increase Council Recovery Grants	155	5325307410/01410	700,000	
Decrease ending fund balance - Gen Gov't Special Projects	155	5XXXXXXXXX		2,850,000

	Department	Code	Rev	Exp	FB
NGA-5	CIP-3	CIP-3 Parks Projects	154A	821,000	(821,000)

This amendment increases the CIP 3 expenditure budget for the following projects:
 \$ 150,000 Loganberry Lane Wayfinding and Trail Development as approved by Ordinance 3987-23
 \$ 250,000 Forest Park Pickleball Court as approved by Ordinance 4003-24
 \$ 336,000 Kiwanis Playground Replacement as approved by Ordinance 4004-24
 \$ 85,000 Larimer Road Barn Demolition as approved by Ordinance 4005-24

Increase CIP 3 transfers out - Parks Projects	154	5354010550	821,000	
Decrease ending fund balance - CIP 3	154	5990000490		821,000

	Department	Code	Rev	Exp	FB
NGA-6	CIP-3	CIP-3 Streets Projects	154A	600,000	(600,000)

This amendment proposes to appropriate \$600,000 to support 2024 annual street overlay projects.

Increase transfers out - CIP-3	154	5119001550	600,000	
Decrease ending fund balance - CIP 3	154	5990000490		600,000

**2024
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	Department	Code	Rev	Exp	FB
NGA-7	Library Reserve	Library Books and Operating Supplies	152A	2,250	2,250
<div>The Library Reserve received \$2,250 in donations. This amendment will appropriate the donations to spend on library books and operating supplies.</div>					
Increase beginning fund balance - Library Reserve Fund			152	3080000000	2,250
Increase M&O expenditures - Library Reserve Fund			152	5710000671	1,250
Increase M&O expenditures - Library Reserve Fund			152	5710000310	1,000

	Department	Code	Rev	Exp	FB
NGA-8	Library Reserve	0.60 FTE Librarian I	152A	63,058	(63,058)
<div>In January 2023, the Bill and Melinda Gates Foundation donated \$100,000 to the Everett Public Library to support operational needs. This amendment proposes to transfer \$63,058 from the Library Reserve Fund to the Library Fund to support the addition of 0.60 FTE Librarian I in 2024.</div>					
Decrease ending fund balance - Library Reserve			152	5XXXXXXXXX	63,058
Increase M&O expenditures - Library Reserve			152	5XXXXXXXXX	63,058

	Department	Code	Rev	Exp	FB
NGA-9	Dev/Const Permits	1.0 FTE Senior Engineer	130A	179,407	(179,407)
<div>This amendment proposes to fund 1.0 FTE Senior Engineer in Engineering and Public Services department 024 to perform fire/life safety plan reviews for commercial and residential structures. Labor costs will be supported by development and construction permit fees.</div>					
Decrease ending fund balance - Development and Construction Permit Fees Fund			130	5XXXXXXXXX	179,407
Increase M&O expenditures - Development and Construction Permit Fees Fund			130	5XXXXXXXXX	179,407

	Department	Code	Rev	Exp	FB
NGA-10	Criminal Justice	Automated Traffic Safety Camera Program	156A	1,211,779	720,052
<div>This amendment proposes to appropriate funds for the deployment of the Automated Traffic Safety Camera Program. The City anticipates receiving \$1.2 million in revenues. That funding will be used to support all the related costs including professional services and staffing costs.</div>					
Increase charges for services revenues - Criminal Justice Fund			156	3531000410	1,211,779
Increase M&O expenditures - Criminal Justice Fund			156	5000410410	234,439
Increase interfund professional services - Criminal Justice Fund			156	5000410910	257,288
Increase ending fund balance - Criminal Justice Fund			156	5980410999	720,052

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	Department		Code	Rev	Exp	FB
NGA-11	CDBG	CDBG City Projects	198A	750,000	750,000	
NGA-11	CIP-3	CDBG City Projects	154A	125,000	125,000	

This amendment proposes to increase annual HUD Entitlement Grant Fund revenues and expenditures by \$750,000 to reflect the funding needed to support City projects (approved under Resolution Nos. 7879 and 7987); with \$400,000 allocated to Transit for simme-seat installation at bus stops and \$350,000 allocated to Parks for pedestrian pathway improvements at Walter E. Hall Park. Expenses for City projects will be incurred within the department managing the project. Revenue to offset City expenses will pass through Fund 198 and transferred to appropriate departments. All funding used must benefit low/moderate income persons.

Increase grant revenues	198	3311421000		750,000
Increase transfers out - CIP-3	198	5970002550	350,000	
Increase transfers out - Everett Transit	198	5970001550	400,000	
Increase transfers in - CIP-3	154	3970000198		125,000
Increase construction expenditures - CIP-3	154	5354010550	125,000	

2024 BUDGET ADJUSTMENTS for Budget Amendment # 1

General Government Reappropriations

			Increase/(Decrease)			
<u>Fund</u>	<u>Description</u>	<u>Beginning Fund Balance</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>	
GGR-1	CPED	Mayor's Drug Crisis Taskforce	-	-	50,000	(50,000)
GGR-1	General Fund	Mayor's Drug Crisis Taskforce	50,000	-	-	50,000
GGR-2	Non-Departmental	Fuel Infrastructure Upgrades and Refurbishment	-	-	95,442	(95,442)
GGR-2	General Fund	Fuel Infrastructure Upgrades and Refurbishment	95,442	-	-	95,442
GGR-3	General Fund	Labor Reappropriations	16,709	124,540	-	141,249
GGR-3	Municipal Court	Labor Reappropriations	-	-	98,309	(98,309)
GGR-3	Finance	Labor Reappropriations	-	-	388	(388)
GGR-3	CPED	Labor Reappropriations	-	-	187,559	(187,559)
GGR-3	Emergency Management	Labor Reappropriations	-	-	5,195	(5,195)
GGR-4	Legal	Legal Contracted Services	-	-	4,570	(4,570)
GGR-4	General Fund	Legal Contracted Services	4,570	-	-	4,570
GGR-5	Legal	Supplemental Grant for Public Defense Training	-	-	4,567	(4,567)
GGR-5	General Fund	Supplemental Grant for Public Defense Training	4,567	-	-	4,567
GGR-6	Comm & Eng	Communication & Engagement Activities	-	-	2,837	(2,837)
GGR-6	General Fund	Communication & Engagement Activities	5,337	-	-	5,337
GGR-6	Non-Departmental	Communication & Engagement Activities	-	-	2,500	(2,500)
GGR-7	Human Resources	HR Microfiche Conversion	-	-	15,000	(15,000)
GGR-7	General Fund	HR Microfiche Conversion	15,000	-	-	15,000
GGR-8	Fire	Air Compressor for Fire Department	-	-	48,000	(48,000)
GGR-8	General Fund	Air Compressor for Fire Department	48,000	-	-	48,000
GGR-9	Library	Library Purchases	28,249	-	28,249	-
GGR-10	General Fund	Dept. of Commerce Grant - Periodic Updates	-	69,303	-	69,303
GGR-10	CPED	Dept. of Commerce Grant - Periodic Updates	-	-	69,303	(69,303)
GGR-11	Municipal Arts	Municipal Arts Grants and Events Support	130,000	-	130,000	-
GGR-12	General Fund	Street-Level Issues Flex Fund	40,000	-	-	40,000
GGR-12	Non-Departmental	Street-Level Issues Flex Fund	-	-	40,000	(40,000)
GGR-13	Street Improvement	Overlay and Street Projects	1,151,337	-	1,151,337	-
GGR-14	Police	Police SWAT Protective Gear	-	-	13,386	(13,386)
GGR-14	General Fund	Police SWAT Protective Gear	13,386	-	-	13,386
GGR-15	Police	Start-Up Costs for Additional Police FTEs	-	-	163,919	(163,919)
GGR-15	General Fund	Start-Up Costs for Additional Police FTEs	163,919	-	-	163,919
GGR-16	Police	Police Duty Weapon Supplies and Equipment	-	-	6,220	(6,220)
GGR-16	General Fund	Police Duty Weapon Supplies and Equipment	6,220	-	-	6,220
GGR-17	Police	Police SOG Helmets	-	-	5,534	(5,534)
GGR-17	General Fund	Police SOG Helmets	5,534	-	-	5,534
GGR-18	Police	Police Promotional Assessment Testing	-	-	17,035	(17,035)
GGR-18	General Fund	Police Promotional Assessment Testing	17,035	-	-	17,035
Total General Government Reappropriations			\$ 1,795,305	\$ 193,843	\$ 2,139,350	\$ (150,202)

2024 BUDGET ADJUSTMENTS for Budget Amendment # 1

General Government Amendments

General Government Amendments			Increase/(Decrease)							
	Fund	Description	Beginning Fund Balance		Revenues	Expenditures	Ending Fund Balance			
GGA-1	General Fund	Staffing Changes	\$	-	\$	370,155	\$	-	\$	370,155
GGA-1	Legal	Staffing Changes		-		-		167,278		(167,278)
GGA-1	Administration	Staffing Changes		-		-		17,623		(17,623)
GGA-1	Finance	Staffing Changes		-		-		133,930		(133,930)
GGA-1	IT	Staffing Changes		-		-		167,916		(167,916)
GGA-1	Engineering & Pub Svcs	Staffing Changes		-		-		179,407		(179,407)
GGA-1	Police	Staffing Changes		-		-		133,819		(133,819)
GGA-1	Facilities & Prop Mgmt	Staffing Changes		-		-		172,570		(172,570)
GGA-1	Library	Staffing Changes		-		63,058		63,058		-
GGA-2	Emergency Management	Emergency Management Day Laborer		-		-		12,653		(12,653)
GGA-3	Finance	Cayenta Upgrade and Accounting Assistance		-		-		66,178		(66,178)
GGA-4	Legal	FY2024-25 Indigent Defense Grant		-		-		45,000		(45,000)
GGA-4	General Fund	FY2024-25 Indigent Defense Grant		-		45,000		-		45,000
GGA-5	General Fund	Federal Financial Boating Grant		-		17,905		-		17,905
GGA-5	Police	Federal Financial Boating Grant		-		-		17,905		(17,905)
GGA-6	General Fund	Law Enforcement Pursuit Technology Grant		-		44,887		-		44,887
GGA-6	Police	Law Enforcement Pursuit Technology Grant		-		-		44,887		(44,887)
GGA-7	General Fund	STOP Violence Against Women Grant		-		40,135		-		40,135
GGA-7	Police	STOP Violence Against Women Grant		-		-		40,135		(40,135)
GGA-8	Comm & Eng	Communication & Engagement Professional Services		-		-		10,000		(10,000)
GGA-9	Emergency Management	Emergency Management Purchases		-		-		24,445		(24,445)
GGA-10	Non-Departmental	Street-Level Issues Flex Fund		-		-		60,000		(60,000)
GGA-11	Street Improvement	Overlay and Street Projects		-		453,220		453,220		-
Total General Government Amendments			\$	-	\$	1,034,360	\$	1,810,024	\$	(775,664)

2024 BUDGET ADJUSTMENTS for Budget Amendment # 1

Non-General Government Reappropriations

			Increase/(Decrease)			
<u>Fund</u>		<u>Description</u>	<u>Beginning Fund Balance</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>
NGR-1	CIP-4	CIP-4 - Waits Motel	\$ 187,410	\$ -	\$ 187,410	\$ -
NGR-2	Gen Gov't Special Projects	Everett Forward Grants 1 & 2	579,942	-	579,942	-
NGR-3	Gen Gov't Special Projects	COVID Relief Programs	10,176,024	-	10,176,024	-
NGR-4	CIP-1	CIP-1 General Gov't Capital Projects	500,000	-	500,000	-
NGR-5	CIP-4	CIP-4 - Stadium Consultation	49,988	-	49,988	-
NGR-6	CIP-3	CIP-3 Parks Projects	1,288,500	-	1,288,500	-
NGR-7	Self-Insurance Fund	Insurance Premiums	48,185	-	48,185	-
NGR-8	Motor Vehicle	Fuel Infrastructure Upgrades and Refurbishment	600,000	-	600,000	-
NGR-9	Veh/Equip Repl	Vehicle Replacements	4,847,521	-	4,847,521	-
NGR-10	Gen Gov't Special Projects	Behavioral Health Case Management	-	70,166	70,166	-
NGR-11	Gen Gov't Special Projects	AWC Grant	-	58,000	58,000	-
NGR-12	Criminal Justice	Automated Traffic Safety Camera Program	-	59,478	59,478	-
NGR-12	IT Reserve	Automated Traffic Safety Camera Program	-	59,478	59,478	-
NGR-13	Criminal Justice	Downtown Security Grant	-	133,080	133,080	-
NGR-14	IT Reserve	IT Projects	385,040	-	385,040	-
NGR-15	Real Property Reserve	Stadium SEPA and Project Management	1,137,186	-	1,137,186	-
NGR-16	Real Property Fund	Street & Alley Vacation funded projects	350,000	-	350,000	-
NGR-17	Criminal Justice	FY22 JAG Grant	6,977	-	6,977	-
NGR-18	Criminal Justice	Therapeutic Court Grants	-	193,913	193,913	-
Total Non-General Government Reappropriations			\$ 20,156,773	\$ 574,115	\$ 20,730,888	\$ -

2024 BUDGET ADJUSTMENTS for Budget Amendment # 1

Non-General Government Amendments

		Increase/(Decrease)				
<u>Fund</u>		<u>Description</u>	<u>Beginning Fund Balance</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Ending Fund Balance</u>
NGA-1	CIP 4	CIP 4 - Waits Motel Purchase	\$ -	\$ -	\$ 1,850,000	\$ (1,850,000)
NGA-2	CIP-4	CIP 4 - Waits Motel Demolition	\$ -	\$ -	\$ 350,000	\$ (350,000)
NGA-3	CIP-4	CIP 4 - Waits Motel Relocation Costs	\$ -	\$ -	\$ 50,000	\$ (50,000)
NGA-4	Gen Gov't Special Projects	COVID Recovery Program	\$ -	\$ -	\$ 2,850,000	\$ (2,850,000)
NGA-5	CIP-3	CIP-3 Parks Projects	\$ -	\$ -	\$ 821,000	\$ (821,000)
NGA-6	CIP-3	CIP-3 Streets Projects	\$ -	\$ -	\$ 600,000	\$ (600,000)
NGA-7	Library Reserve	Library Books and Operating Supplies	\$ -	\$ 2,250	\$ 2,250	-
NGA-8	Library Reserve	0.60 FTE Librarian I	\$ -	\$ -	\$ 63,058	\$ (63,058)
NGA-9	Dev/Const Permits	1.0 FTE Senior Engineer	\$ -	\$ -	\$ 179,407	\$ (179,407)
NGA-10	Criminal Justice	Automated Traffic Safety Camera Program	\$ -	\$ 1,211,779	\$ 491,727	\$ 720,052
NGA-11	CDBG	CDBG City Projects	\$ -	\$ 750,000	\$ 750,000	-
NGA-11	CIP-3	CDBG City Projects	\$ -	\$ 125,000	\$ 125,000	-
Total Non-General Government Amendments			\$ -	\$ 2,089,029	\$ 8,132,442	\$ (6,043,413)
TOTAL			\$ 21,952,078	\$ 3,891,347	\$ 32,812,704	\$ (6,969,279)

Project title: Everett Historic Register Addition of APEX Art and Culture Center Building at 1611 Everett Ave.

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent
Action 04/24/24
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

1. Draft Resolution
2. Staff Memo
3. Nomination

Department(s) involved:

Planning

Contact person:

Yorik Stevens-Wajda

Phone number:

425-257-8725

Email:

ystevens@everettwa.gov

Initialed by:

YSW

Department head

Administration

Council President

Project: Resolution to add APEX Art and Culture Center Building to Everett Historic Register

Applicants: Sherry Jennings, Bayside Rollers LLC representative

Location: 1611 Everett Avenue

Preceding action: Historical Commission public hearing, recommendation to approve

Fund: N/A

Fiscal summary statement:

None

Project summary statement:

Consideration of a recommendation from the Everett Historical Commission to add a commercial building located at 1611 Everett Ave, known as the APEX Art and Culture Center building, to the Everett Register of Historic Places.

See EMC [19.28.130 to .150](#) for procedures and criteria for placement on, and effects of, listing on the Everett Register.

Recommendation (exact action requested of Council):

Approve a resolution adding the APEX Art and Culture Center building located at 1611 Everett Avenue to the Everett Register of Historic Places.



RESOLUTION NO. _____

A RESOLUTION placing the APEX Art and Culture Center Building at 1611 Everett Avenue on the Everett Register of Historic Places.

WHEREAS,

1. [EMC 2.96.040.C](#) states the Everett historical commission shall review nominations to the Everett register of historic places according to adopted review criteria and standards; and
2. [EMC 19.28.130.B.4](#) states the Everett historical commission shall consider the merits of the nomination at a public hearing. If the commission finds that the nominated property is eligible for the Everett register of historic places, the commission shall make recommendations to city council that the property be listed in the register; and
3. [EMC 19.28.130.A](#) identifies criteria by which a building would be considered eligible for the Everett Register of Historic Places; and
4. The owners of the building at 1611 Everett Avenue have requested that their building be placed on the Everett Register of Historic Places; and
5. The Everett Historical Commission reviewed the request, held a public hearing on March 26, 2024, and determined that the APEX Art and Culture Center building, built in 1921, is at least 50 years old and eligible to be added to the Everett Register of Historic Places; and
6. The building at 1611 Everett Avenue was built in 1921 by the Everett Council of the Knights of Columbus and it retains significance as a building of importance with rich cultural and civic meaning; and
7. The building at 1611 Everett Avenue was designed by architects Charles F.W. Lundberg and C. Frank Mahon of Tacoma, Washington, a prominent Northwest architectural firm, and is an expression of the Second Renaissance Revival Style; and
8. The building meets the designation criteria for inclusion on the Everett Register of Historic Places.

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

The APEX Art and Culture Center building, located at 1611 Everett Avenue, shall be added to the Everett Register of Historic Places.

Council Member introducing Resolution

Passed and approved this _____ day of _____, 2024.

_____, Council President



CITY OF EVERETT

Community, Planning & Economic Development Department Planning Division

TO: Historical Commission
FROM: Alex Byrd, Planner
DATE: March 20, 2024
SUBJECT: 1611 Everett Ave Everett Register Nomination

An action item on the Historical Commission agenda for March 26, 2024, is to consider an Everett Register nomination for the Apex Art and Culture Center building at 1611 Everett Ave, commonly known as the Masonic Temple. This nomination was submitted by the current property owners, Bayside Rollers LLC. The building is located on the northwest corner of Everett and Wetmore Avenue. The building was constructed in 1921 by the Knights of Columbus as a community center and war memorial and in 1926, transferred to the Masonic Temple. The building was designed by architects Charles F.W. Lundberg and C. Frank Mahon of Tacoma, WA who specialized in Catholic ecclesiastical architecture and is an expression of the Second Renaissance Revival Style. The building was placed on the Washington State Register in 1975. The applicant states in the Everett Register Nomination Form (**Exhibit 1**) that the building represents an important phase in Everett's growth, as it was built shortly after the Everett Massacre with funds generated by the first public fund drive of its kind and the building also represents a significant piece of architecture by a prominent Northwest architecture firm. The Nomination Form further details the history, architectural features, and significance of the building and why it is appropriate for placement on the Everett Register of Historic Places.

[EMC 19.28.130](#) outlines the criteria for placement on the Everett Register. Any building, structure, site, object or district may be designated for inclusion on the Everett Register if it is significantly associated with the history, architecture, archaeology, engineering or cultural heritage of the community; if it has integrity; is at least 50 years old, or is of lesser age and has exceptional importance; and it falls in at least one of the following categories:

1. Embodies the distinctive architectural characteristics of a type, period, style or method of design or construction, or represents a significant and distinguishable entity whose components may lack individual distinction;
2. Is associated with events that have made a significant contribution to the broad patterns of national, state or local history;
3. Is an outstanding work of a designer, builder or architect who has made a substantial contribution to the art;
4. Exemplifies or reflects special elements of the city's cultural, special, economic, political, aesthetic, engineering or architectural history;
5. Is associated with the lives of persons significant in national, state or local history;
6. Has yielded or may be likely to yield important archaeological information;
7. Is a building or structure removed from its original location, but is significant primarily for architectural value, or is the only surviving structure associated with an historic person or event;
8. Is a cemetery which derives its primary significant from age, from distinctive design features, or from association with historic events or cultural patterns;



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9. Is a reconstructed building constructed in an historically accurate manner on the original site;
10. Is a creative and unique example of old architecture and design created by persons not formally trained in the architectural or design professions, and which does not fit into formal architectural or historical categories.

[EMC 19.28.130.B](#), requires the Everett Historical Commission to consider the merits of the nomination at a public hearing. If the commission finds the nominated property is eligible for the Everett Register of Historic Places, the commission shall make a recommendation to city council that the property be listed in the register.

EXHIBITS

1. Everett Register Nomination Form

EVERETT REGISTER OF HISTORIC PLACES
NOMINATION FORM

A) Identification

Property Name:

Historic THE COMMUNITY CENTER'S WAR MEMORIAL BUILDING

Common APEX ART AND CULTURE CENTER

Year Built 1921

B) Location

Street Address 1611 EVERETT AVE

Tax Parcel Number 0056 2461 201800

Plat Name ROCKERS 1st PL Block 612 D-00 Lot 18 to 22 incl.

C) Classification

Building 721 ENTERTAINMENT DIST. 2
ASSEMBLY District BAYSIDE Historic Site _____

D) Owner of Property

Present Owner BAYSIDE ROLLERS LLC Present Use MUSEUM
RESTAURANT/BAR
Address 18127-109th AVE SE, SNOHOMISH, WA. 98296
Original Owner KNIGHTS of COLUMBUS Original Use COMMUNITY CENTER
Architect CHARLES LUNDBERG + Builder A. D. MCADAM
FRANK MAHON

E) Property Description

Describe the nominated property and the features that create the historical appearance, such as setting, design, style, special details, craftsmanship and interior finishing. If possible, describe any changes that have occurred over time and how these changes have affected the historical character of the building.

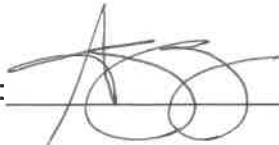
F) Statement of Significance

Discuss how the property is significant to or aids in the understanding of Everett history.

G) Documentation and Photos

Provide information that illustrates and supports the property's history and significance, including items such as newspaper articles, historic photos, oral history, maps and directory entries. Also, include close-up photos of particularly important details. If there have been recent renovations, please provide "before" and "after" photographs.

Nomination submitted by:

A handwritten signature in black ink, consisting of a stylized 'A' followed by a large, loopy 'O' and a trailing flourish.

Date:

January 12, 2024

Addendum

APEX Art and Culture Center Nomination

E. Property Description

The building presently operating as APEX Art and Culture Center (APEX), better known as the Masonic Temple, was built on a grand scale in 1921 by the Knights of Columbus as a community center and war memorial to those of the Catholic men's organization who served in the First World War. An expression of the Second Renaissance Revival Style, the building was designed by Charles F.W. Lundberg and C. Frank Mahon of Tacoma, specialists in Catholic ecclesiastical architecture. The building was taken over by the Masonic Order in 1928, and it was well maintained by the Masons as a lodge hall until 1992, when Sharon Wilcox and Alan Hemmat purchased the building and operated it as Club Broadway until 2012. In 2022, John Carswell purchased the property with the intent to build a graffiti and urban art museum showcasing The DogTown Collection, the world's largest collection of graffiti and urban art on canvas. Since May 2022, the vision for the building has expanded to meet the needs of the community, continuing the mission of building's construction more than a century ago.

The APEX building is located in the SE of Section 19, T. 29N., R.5E., of the Willamette Meridian. It is situated on Lots 18 through 22 of Block 612 of Rucker's First Plat of Everett and is oriented on its corner site to the south, its principal front façade on Everett Avenue. In its setting on the periphery of the Central District, it is surrounded by one and two-story structures and Village Theatre directly across Everett Avenue from the main entrance. In the immediate neighborhood, it is the mass of the APEX building that visually divides the commercial zone on the south from the residential district to the north. Rectangular in plan, the APEX building is five stories in height atop a high basement. Its Everett Avenue facade measures 120 feet, and the side elevations extend 80 feet. The building is of ordinary masonry construction on a concrete foundation. It has a roof of frame construction and brick exterior walls with red facing brick, referred to as locally-manufactured "burlap brick" on the Everett and Wetmore Avenue elevations and the southernmost bay of the west, or alley elevation.

A strictly formal composition, the facade is organized into nine bays, four on either side of a central entrance bay. The boldly rusticated basement, an effect of plastered greystone, or concrete, is lighted by eight small pairs of sash windows aligned with bays of the principal stories. The entrance is sheltered by a fixed canopy of wood in the form of a barrel vault. Its soffit is paneled, and it is supported at the springing line by pairs of colossal consoles of iron filigree. Beneath the canopy are a fanlight and a recessed portal framed by concrete paneled jambs. Either leaf of the double-leaf oak door has three vertical panels terminating in Gothic arches – a stylistic treatment of ecclesiastical origins which is unrelated to other motifs of the facade, but which is nonetheless appropriate to the building's original use as a Knights of Columbus hall. Above the basement cornice, the facade is divided into three strata of brick work set off by string courses and rows of bricks laid vertically, or on end. The first of these strata, serving as the visual base, extends from the water table to the springing line of fanlight arches of the first story windows. It consists of burnt headers and bricks of subtly contrasting color laid

up in a diaper, or lozenge pattern. The middle stratus, comprising a majority of the facade, is laid up in a regular bond pattern. The uppermost stratus, beginning at the springing line of the third story round-arched windows and ending abruptly at the eaves line, is composed of a basketweave pattern in which squares of vertical and horizontal bricks alternate.

Windows of the premier floor are multi-paned casement types that are elongated by fanlights and bases of swag-decorated panels. The whole of the window ensemble is outlined by stretchers and alternating bricks. Third story-window openings are linteled and are formed of a set of narrow, double-hung sash windows divided by a wide center post. Although these windows have sills, no further sculptural or visual surround is used. The outermost bay at either end of the facade at this level is a sash window of conventional proportion. Fourth-story openings are double-hung sash windows with round arch heads which are bordered from impost to impost with radiating bricks. The building's principal elevations are capped by a shallow hipped roof – in effect, a kind of pent eave clad with red mission tiles. Broadly overhanging the wall plane, the eaves are supported by tightly-packed, oversized jigsaw brackets with beaded edges springing from an applied dentil course.

Chiefly because of the scale and formality of the building, the use of a rusticated ground story and window openings graduated in size according to the importance of the story, the general effect of the design is that of an Italian Renaissance palazzo. In the handling of details, however, the architects introduced suggestions of another mode contemporary with the Second Renaissance Revival Style. Elongated, round-arched window treatments, window sash membered to hold many small panes, window surround treated pictorially rather than sculpturally (or omitted altogether), and the use of string courses – all are characteristic of the concurrent Georgian Revival Style. The use of patterned brickwork may have been a further reference to American Colonial models, but, ultimately, the source of such geometric and polychromatic effects is medieval. One suspects that the architects may have drawn inspiration from ecclesiastical models for their treatment of brick.

Internally, the major changes occurred in the basement, which initially housed a gymnasium and swimming pool, as well as the heating plant, and became an assembly and banquet hall after the Mason's removed the pool and gymnasium. When operated as Club Broadway, the space became the Big Apple Casino with a smaller restaurant on the southeast corner of the building. Today, it is the site of 16Eleven restaurant.

The restaurant is oriented laterally along the north wall of the basement. It has a steel beamed ceiling rising to a height of 25 feet or more with a seating capacity for 108 diners. The kitchen, which is on the southside of the building, has been modernized with new tile flooring and equipment including multiple ovens, stoves and additional stainless steel fixtures. What was once a small dining room adjacent to the kitchen is now a restaurant staff break room, which also doubles as the management office and storage. Toward the front of the building, the original vault remains locked, and a storage closet has been converted to a locked decorative wine room visible through a glass door. Access to this level is given by a stairway from the foyer on Everett Avenue.

On the second story, the original men's lounge, that operated as an off-track betting site for Emerald Downs in the late 1990s and early 2000s, is now the Green Room, restored to its grandeur as a comfortable lounge area. The fireplace is again operational, now using natural gas. The room is available for private rentals and is also made available to entertainers who are performing on the third-floor stage accessible by a private stairway. Also on the second floor is the original library with built-in bookshelves. This room that faces Everett Avenue is being restored as a library and meeting room, and will be available for rentals in 2024. Also facing Everett Avenue is the original dance studio, which was converted to a bar in the 1990s as part of Club Broadway. Renovations have started on this space to make it beautiful once again using natural light from the front windows. Modern bathrooms were added to the second floor for better accessibility.

The third floor is comprised of two grand spaces. The Gatsby Room, located on the south side of the building, was once the Grand Lodge Hall used by the Masonic orders. It later became a main dining room with Club Broadway and is now a rentable space for the public. The Gatsby Room, which mimics the opulence of the Roaring 20s, has a covered plaster ceiling from which hangs a 15-foot French crystal chandelier. Indirect lighting emanating from behind a cornice carried by colossal Corinthian pilasters is controlled by a reostat for a variety of effects. The original 1920s rheostat is still being used today. There is a small catering kitchen adjacent to the Gatsby Room.

A secondary lodge hall, once used primarily by Masonic youth groups, is now Kings Hall, a large theater hall on the north side of the building with standing capacity for approximately 800 people. Complete with stage and balcony, the space doubles as a ballroom. It has boxed ceiling beams, classical architrave, and imaginative, large-scale Ionic pilasters. The wall to the Red Room, which was a smaller theatre room on the west side of the building was removed in the 1990s, creating a larger entertainment space. There is also a women's restroom on this floor.

The fourth floor houses a men's restroom, as well as balcony spaces for both The Gatsby Room and Kings Hall. There are small office and storage spaces on this floor and access through a small staircase to the third floor. Above it, the attic story, smaller in plan and finished with tongue-in-groove wall boards, contains the original lockers from the Masonic Commandery.

In the early 1990s, when Hemmat purchased the building, the City required significant upgrades to the building to bring it to code. Citing the building's transition from being used mainly by fraternal organizations to being used by the public, Hemmat was required to install a full sprinkler system throughout the building, including the addition of a standpipe. Fire doors were installed, as were an emergency exit and external staircase from the third floor on the north side of the building. In the early 2000s, Hemmat added a three-story hydraulic elevator that is still in use today. This provides ADA accessibility and equipment load-in and load-out.

Overall, the building is still undergoing efforts to restore several of its spaces to a style more representative of the 1920s. Throughout this process, every effort has been made to repurpose and reuse original fixtures including lighting fixtures from the second floor lobby, as well as the

semi-circular crushed velvet booths that were used in the dining room – now The Gatsby Room – and now provide seating in 16Eleven. Exterior cornices were replaced in 2010 due to rot, and interior dental and plaster work was performed to restore the original beauty of the building's architectural touches. Because the building sat vacant for almost a decade, Carswell facilitated necessary repairs and upgrades to both mechanical equipment, exterior and interior facades and the roof.

F. Statement of Significance

The building presently used as the APEX Art and Culture Center was built in 1921 by the Everett Council of the Knights of Columbus. It represents an important phase in Everett's growth, built shortly after the Everett Massacre and with funds generated by the first-ever public fund drive of its kind. It has additional value to the community as a fine piece of architecture by a prominent Northwest architectural firm, and it retains significance as a building of importance with rich cultural and civic meaning. It embodies the social impact of the American experience in the Great War, and it also offers rich possibilities for future use within the community it was designed to serve more than a century ago. The Everett Council of the Knights of Columbus was organized in 1903 during a meeting in St. Ann's Hall of the Roman Catholic Church of the Immaculate Conception. Numbering 550 members, the group was one of the city's largest men's organizations in 1920. A fund drive was launched in that year, property was quickly acquired, and construction commenced in May 1921. The blessing and laying of the cornerstone were observed ceremoniously on July 24, 1921. That the project was intended to benefit the community as a whole was underscored by Seattle attorney James H. Kane, state deputy of the Knights of Columbus, whose address on the occasion was titled "The Building and Its Service to the Community."

Within the statewide organization of the Knights of Columbus, Everett's council had distinguished itself by being the first to stage a public drive for funds for a war memorial building. The laying of the cornerstone was attended by a delegation of members from Seattle, Tacoma, and other neighboring councils. Dedication of the building was scheduled in the late fall, and the building was opened before the end of the year. A.D. McAdam, a member of the Everett council, was general contractor. The cost of construction was reported at \$110,000; the cost of equipment and furnishings at \$25,000. The structure, known originally as "The Community Center and War Memorial Building" was controlled and managed by an auxiliary corporation called the Knights of Columbus Club. Within a comparatively short time, the cost of operating the building appears to have become difficult. Membership in the Everett council began to decline and by 1926, membership had dropped to 350. An eloquent plea for community support to sustain the venture was unsuccessful, and in 1928 the Knights of Columbus turned over the holdings at Everett and Wetmore avenues to the Masonic Order. The building was placed on the Washington State Register of Historic Places in December of 1975. Several years later the building was added to the National Register of Historic Places. At that time the City of Everett was considering acquisition of the property for use as a critically-needed museum.

The nomination to the National Register centered around how the construction and cooperative effort to raise funds for the building healed some of the social conflicts that plagued Everett from early in its history. The City of Everett began in the early 1890s as a comprehensive industrial development underwritten by John D. Rockefeller and a syndicate of powerful investors associated with him. Everett's rapid rate of growth and the centralization of power in the hands of a few industrialists accentuated the labor problems which accompanied the lumber industry in the Pacific Northwest and the difficulty the citizenry experienced establishing successful patterns of social interaction and ethnic assimilation during the period prior to World War One. In response to these problems, organized labor was building an effective base in Everett and citizens turned to a profusion of clubs and organizations as social outlets within the relatively narrow boundaries of their common backgrounds or interests.

Confrontations between the working class and the powerful men who controlled the city reached tragic proportions in November 1916, when a bloody encounter between labor demonstrators and deputized gunmen representing the Commercial Club left several dead, an event which became known as "The Everett Massacre." Prior to World War One attempts to forge a single community from the many political, ethnic and religious factions within the city had proved unsuccessful but the global conflict provided a rallying point which eroded many of the barriers.

The Knights of Columbus Community Center was perhaps the earliest sign of a new sense of cooperation and civic spirit generated by the experience of the Great War. The anti-Catholic feeling that flourished in many quarters of the city a decade earlier made the possibility of broad support for such an undertaking seem unlikely. The success of such an ambitious effort obviously required a fusion of the support of the mill owners and organized labor, factions that had been literally at war less than four years earlier. Using the renewed patriotism and civic pride that followed in the wake of the First World War, the Knights solicited and received the endorsement of both the Commercial Club and the Central Labor Council. The Labor Journal applauded the project with a front page editorial while donations were received amounting to thousands of dollars from banker William Butler and mill owners Roland Hartley and David Clough. A painted thermometer atop the Realty Building recorded the gains of a week-long campaign in June 1920. Each evening the 350 workers, numbering children and veterans in special squads of canvassers, gathered at St. Ann's Hall to count the donations. By the end of the week they had gathered \$151,322. and most of it was in cash.

The Everett Tribune wrote, "In the face of circumstances beyond human control the citizens of Everett and Snohomish County have supported the Knights' campaign in a manner almost incredible."

The building is an architectural landmark in Everett's Central District. During the campaign to raise funds for the building's construction, full-page newspaper ads pictured a four-story Italianate building which differs considerably from the one eventually built. During the year that elapsed between the fund drive and the actual commencement of construction, a more restrained and formal Second Renaissance Revival design was selected which remains one of

the finest large-scale facades in Everett's Central District. Upon completion it became the first Knights of Columbus War Memorial in the State of Washington. The building's architects, Charles F.W. Lundberg and C. Frank Mahon, both of Tacoma, Wash., began their partnership about 1911 and operated as collaborators for as many as 30 years. Tacoma city directories indicate that Lundberg was practicing independently in Tacoma prior to 1911. Mahon, the grandson of a Pierce County pioneer, is known to have been a native of the locale, but the precise circumstances of his training and apprenticeship are not known. It is clear, however, that the firm's important commissions were associated with the Catholic Church. Their most notable work, Holy Rosary Roman Catholic Church, is superbly sited at the east end of broad South Tacoma Avenue. Completed in 1923, this first-rate example of Late Gothic Revival architecture still dominates the approach to the south side of Tacoma.

Today, the City of Everett and businesses throughout Everett are in support of the current use of the building. In the late 1970s, the City entertained the idea of purchasing the building to open and museum, and today, the APEX Art and Culture Center building houses the American Graffiti and Urban Art Conservation Project museum. In making the decision to purchase the property, Carswell saw the connection between the vision of the AMGRAF museum and the City of Everett, especially connecting the historical significance of this grand building to another civic endeavor, which was to break down stereotypes by educating the public as to why graffiti is important as a way for under-represented communities to find voice and be seen. Since purchasing the building, Carswell began renovating the building to provide better access to all, once again welcoming the residents of and visitors to Snohomish County, by adding dining establishments, an entertainment venue and rentable spaces. The fusion of Everett history and the future possibilities of filling this building with modern art comprising the visual, music and culinary arts is ushering in a new chapter and use for this beloved building.

Bibliography

Elisabeth Walton Potter, National Historic Register Nomination Form. Washington State Parks & Recreation Commission, 1975.

Architecture West, Vol. 70, No. 8 (August 1964) p. 9 Lundberg obit.

Dilgard, David and Riddle, Margaret. Historical Survey of the Everett Shoreline. Prepared for the City of Everett Dept. of Community Development, 1973. pgs. 40-42 Regarding social outlets in Everett 1900-1925.

Elisabeth Walton Potter, National Historic Register Nomination Form. Washington State Parks & Recreation Commission, 1975.

"K of C to Lay Cornerstone on Building Sunday." Everett Daily Herald (July 23, 1972) pg. 1

Whitefield, William, ed. History of Snohomish County, Washington. Chicago-Seattle: Pioneer Historical Publishing Company, 1926, Vol. 1, pgs. 472-473.

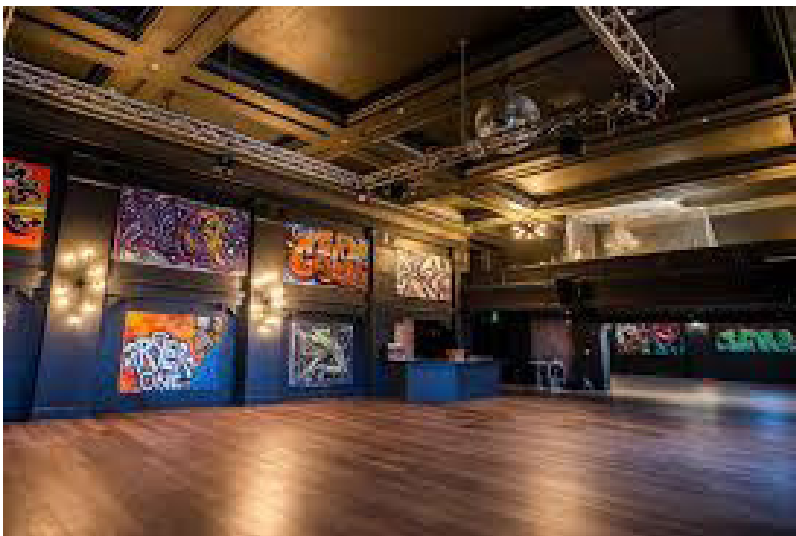
Kings Hall



Work to the main theatre area now known as Kings Hall included paint, plaster restoration, bricking, new flooring, and new sound curtains on stage. We uncovered the window that had been behind the stage.



In the back half of Kings Hall, once known as the Red Room, we completed new flooring, paint, plaster repairs and bar renovation. We used the original light fixtures.



Gatsby Room



Photo courtesy of The Herald.



We expanded the stage. Lighting is original.



The original chandelier still hangs.



We repaired the columns and dentil molding.

16Eleven



This room used to be a gymnasium and then became a casino and club. Today, 16Eleven is a high end steak house and cocktail lounge. We reused as many historic items as possible; tables, booths, and pendant lighting on stage.

The Green Room



The Green Room on the second floor was originally a men's lounge. It later became a room for off-track betting and is now a space for private parties and hospitality for our entertainment.

We brought the fireplace back to life.

Miscellaneous



We continue to improve the building's facade. We painted the base cement, front door, decorative sashes and arch. We have started design on the building's official sign which will be in the Art Deco style of the 1920s.

This room was originally a dance studio and later became a bar. We are planning to remodel this space, similar to The Green Room, in preparation for El Sid, an upscale cocktail lounge, that is slated to open in spring 2024.



This space was originally the Library and later became offices. We are going to remodel this room in 2024 to include a conference table and seating area. It will be named The Library.

1920s



1930s



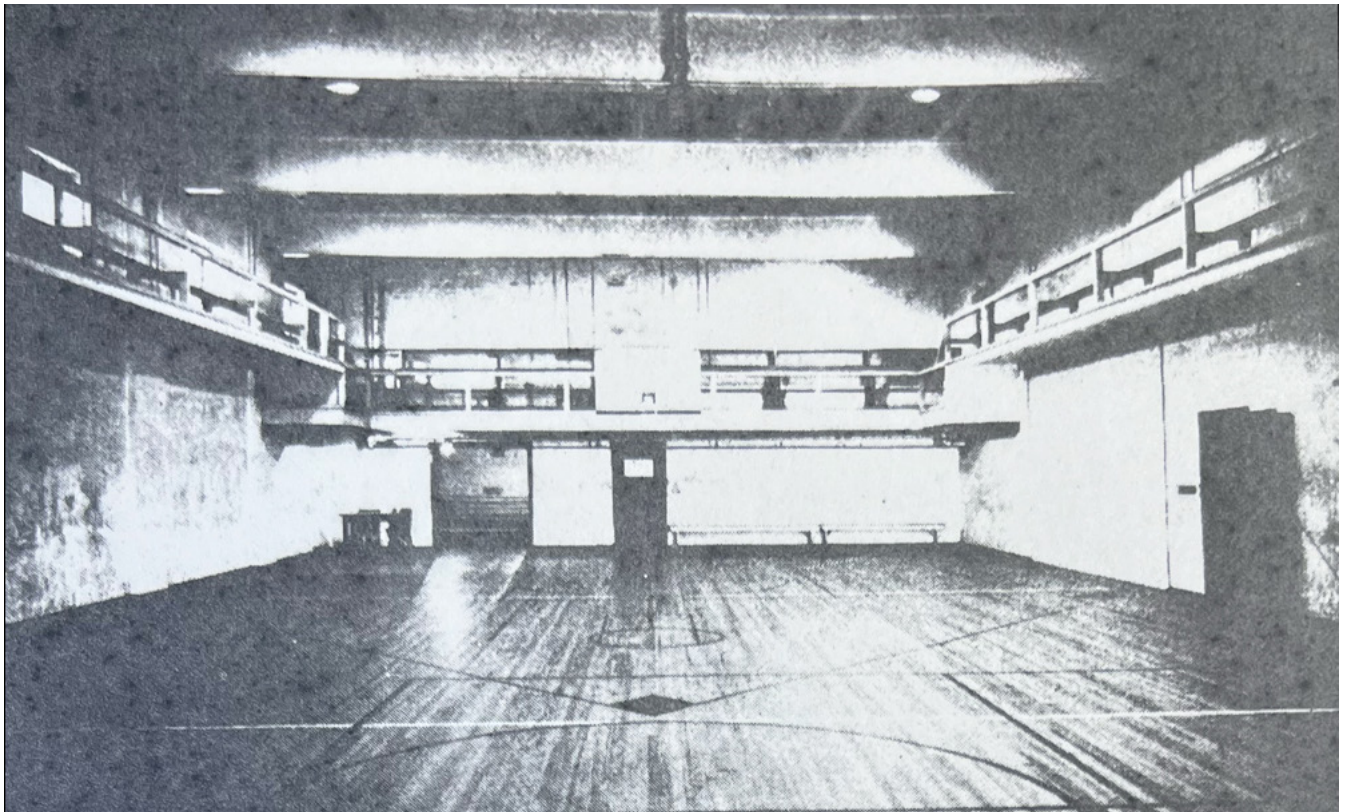
1970s



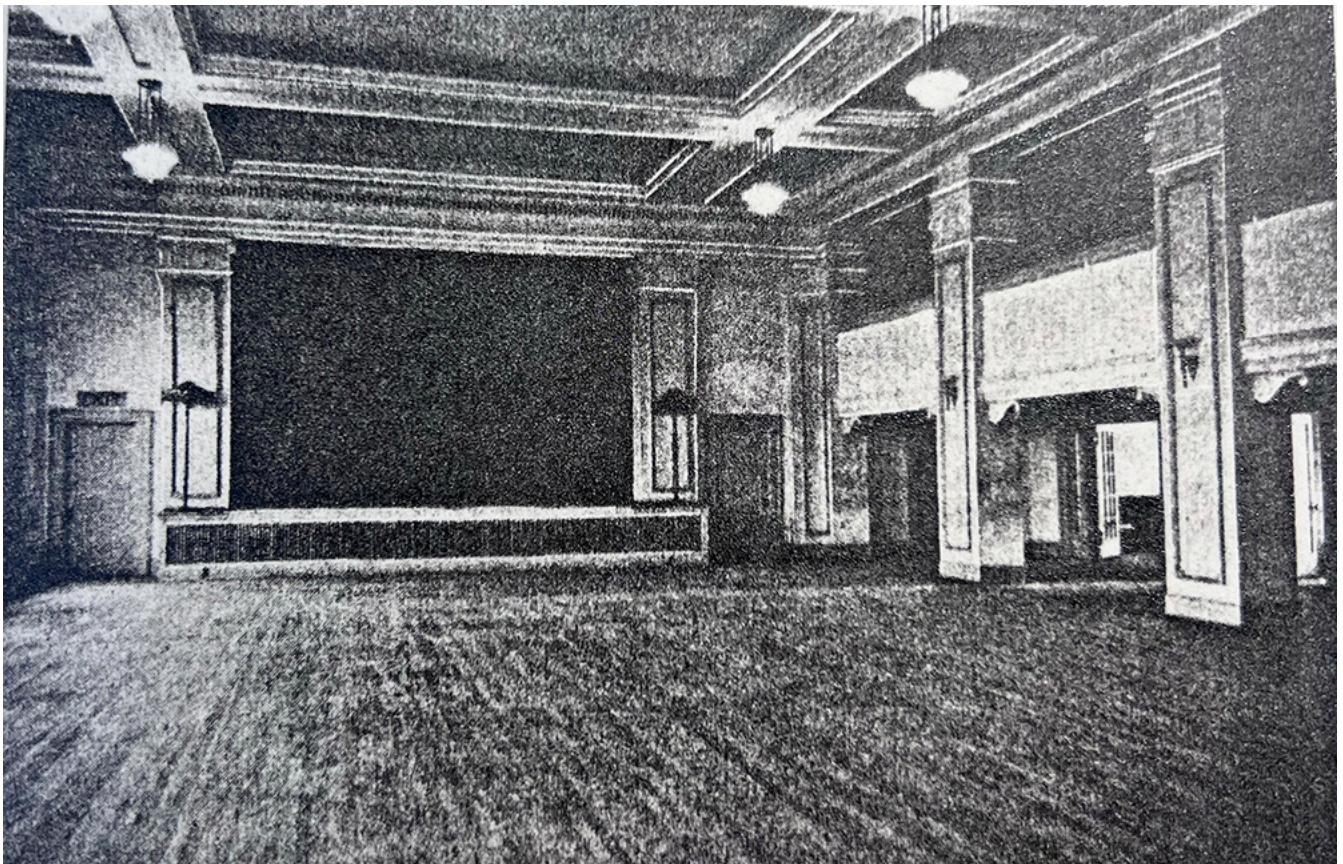
2000s



The former Club Broadway on May 1. (Andy Bronson / The Herald)



The original gymnasium. It is now 16Eleven.

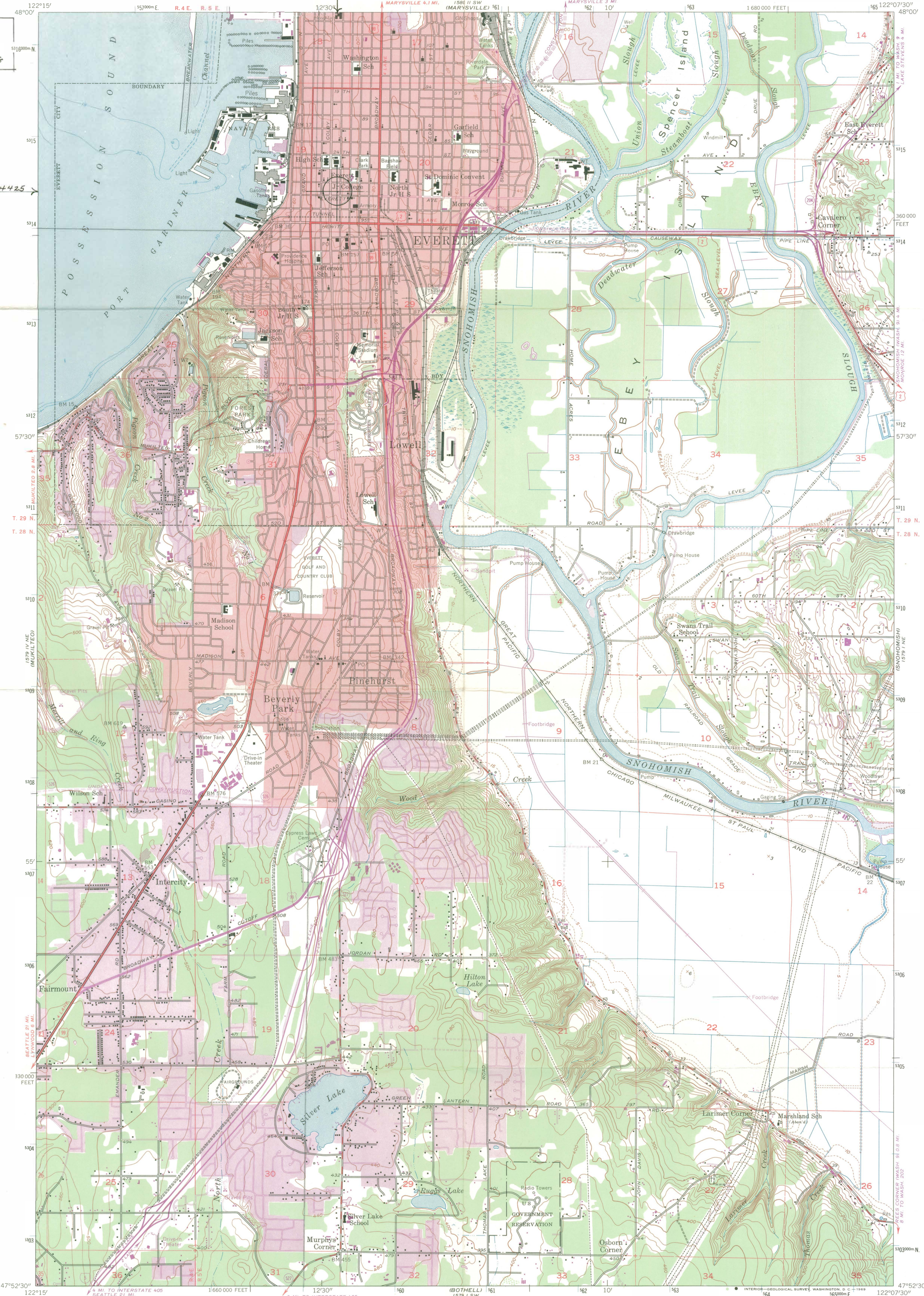


The original performance hall. Today it is Kings Hall.

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

EVERETT QUADRANGLE
WASHINGTON-SNOHOMISH CO.
7.5 MINUTE SERIES (TOPOGRAPHIC)
NW/4 EVERETT 15' QUADRANGLE

KNIGHTS OF COLUMBUS
COMMUNITY CENTER AND
WAR MEMORIAL BUILDING



Mapped, edited, and published by the Geological Survey
Control by USGS and USC&GS

Topography from aerial photographs by multiplex methods
and by plane-table surveys 1953. Aerial photographs taken 1952

Hydrography compiled from USC&GS Chart 6448

Polyconic projection. 1927 North American datum
10,000-foot grid based on Washington coordinate system, north zone
1000-meter Universal Transverse Mercator grid ticks,
zone 10, shown in blue

Red tint indicates areas in which only landmark buildings are shown

Revisions shown in purple compiled from aerial photographs
taken 1968. This information not field checked

Purple tint indicates extension of urban areas

SCALE 1:24,000
1000 0 1000 2000 3000 4000 5000 6000 7000 FEET
1 KILOMETER

CONTOUR INTERVAL 20 FEET
DOTTED LINES REPRESENT 5-FOOT CONTOURS
DATUM IS MEAN SEA LEVEL
DEPTH CURVES AND SOUNDINGS IN FEET—DATUM IS MEAN LOWER LOW WATER
SHORELINE SHOWN REPRESENTS THE APPROXIMATE LINE OF MEAN HIGH WATER
THE MEAN RANGE OF TIDE IS APPROXIMATELY 6 FEET

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
FOR SALE BY U. S. GEOLOGICAL SURVEY, DENVER, COLORADO 80225, OR WASHINGTON, D. C. 20242
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

ROAD CLASSIFICATION
Heavy-duty ——— Light-duty ———
Medium-duty ——— Unimproved dirt ———
U. S. Route ——— State Route ———
Interstate Route ———



EVERETT, WASH.
NW/4 EVERETT 15' QUADRANGLE
N 4752.5—W 12207.5/7.5

1953
PHOTOREVISED 1968
AMS 1579 1 NW—SERIES V891





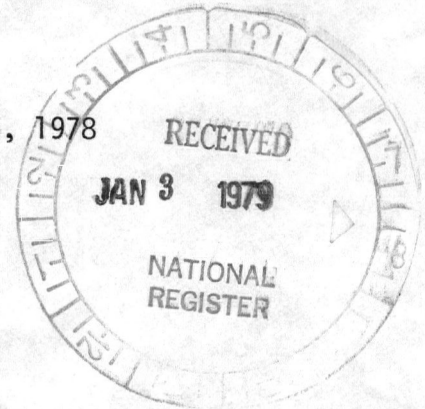
STATE OF
WASHINGTON

Dixy Lee Ray
Governor

OFFICE OF ARCHAEOLOGY AND HISTORIC PRESERVATION

111 West Twenty-First Avenue, Olympia, Washington 98504 206/753-4011

December 15, 1978



Dr. William J. Murtagh
Keeper of the National Register
U.S. Department of the Interior
Heritage Conservation & Recreation Service
Washington, D.C. 20240

Dear Dr. Murtagh:

At the request of Senator Henry M. Jackson, the State Advisory Council on Historic Preservation reconsidered the nomination of the Knights of Columbus Community Center and War Memorial Building, located in Everett, Washington. Additional information prepared by Historian, David Dilgard, was supplied to our office by Senator Jackson's staff and incorporated into the nomination. This property had been placed on the State Register by the Advisory Council in September, 1975.

The Council, meeting in Spokane, Washington on November 18, 1978, found the nomination eligible for the National Register at the local level of significance. I respectfully request a determination of eligibility for the property from the National Register staff. Please notify Senator Jackson of your decision when the nomination has been processed. Thank you for your attention.

Sincerely,

Jeanne M. Welch, Deputy State
Historic Preservation Officer

md

Project title: Professional Services Agreements for On-Call Environmental Services

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent
Action 04/24/24
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Agreements

Department(s) involved:

Public Works, Legal

Contact person:

Grant Moen

Phone number:

425-257-8947

Email:

gmoen@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Professional Services Agreements for On-Call Environmental Services

Project: Multiple projects

Partner/Supplier: Multiple Firms

Location: City of Everett

Preceding action: N/A

Fund: Multiple funds

Fiscal summary statement:

The individual agreements are limited to \$400,000 over the life of the proposed agreements which expire on December 31, 2028. The funding for each environmental services task order is the responsibility of the assigning department and the cost will be a part of each capital or maintenance project requiring environmental services.

Project summary statement:

The Public Works Department desires to maintain a roster of pre-qualified, pre-contracted firms to provide on-call environmental services. These firms are anticipated to provide support for Public Works operations/maintenance, surface water, or occasionally capital projects, although most capital projects would be expected to be contracted separately. Funding for each project is the responsibility of the tasking department and becomes a cost of the maintenance or capital project requiring the service.

The pre-qualified firms selected from the Municipal Research and Services (MRSC) roster to provide environmental services are as follows:

- Environmental Science Associates
- Herrera Environmental Consultants, Inc.
- Perteet, Inc.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreements for 2024-2028 On-Call Environmental Services.



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the Service Provider identified in the Basic Provisions below ("**Service Provider**"). This Agreement is for the purpose of the Service Provider providing services to the City as set forth in the Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

BASIC PROVISIONS	
Service Provider	Environmental Science Associates
	2801 Alaskan Way, Suite 200
	Seattle, WA 98121
	pschlenger@esassoc.com
City Project Manager	Emily Coba
	City of Everett – Public Works
	3200 Cedar Street
	Everett, WA 98201
Brief Summary of Scope of Work	ecoba@everettwa.gov
	Environmental on-call support of Public Works projects.
Completion Date	December 31, 2028
Maximum Compensation Amount	\$400,000

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Andrea McCowan – IOA Insurance Services
	619-574-6220 x50204
	Andrea.McCowan@ioausa.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**

ENVIRONMENTAL SCIENCE ASSOCIATES

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Stacy Bumback

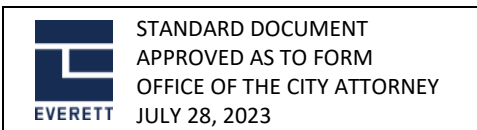
Signer's Email Address: SBumback@esassoc.com

Title of Signer: Senior Vice President

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 amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Any reuse by the City of these reports, drawings, plans, specifications and intangible property for purposes other than in connection with the Work is at the sole risk of the City. To the extent the Work includes material subject to copyright, Service Provider agrees that the Work is done as a “Work For Hire” as that term is defined under U.S. copyright law, and that as a result, the City shall own all copyrights in the Work. To the extent that the Work includes material subject to proprietary right protection but does not qualify as a “Work For Hire” under applicable law, Service Provider hereby assigns to the City all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). To the maximum extent permitted by law, Service Provider waives all moral rights in the Work. Notwithstanding the foregoing, 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 the Work 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 or to an address designated by the City Project Manager in writing.
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"). 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. 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 obligations 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 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 (CGL) 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 CGL and auto 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 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/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

END OF GENERAL PROVISIONS
(v.071423.1)

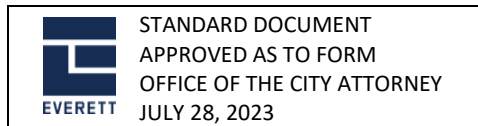


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

The City desires to obtain the services of one or more outside organizations to assist with Environmental Services for Public Works operations and maintenance projects. The scope of work includes the following:

1. Provide staff and services on an on-call, as-needed basis.
2. Provide in-house personnel or sub-consultants for environmental services to support regulatory compliance for the repair and replacement of City infrastructure. Provide qualified environmental professional(s) as needed based on the assigned task.
3. Prior to mutual acceptance of a task assignment, prepare a Scope of Work and written itemized cost estimate for the requested services.
4. Environmental support services are anticipated to include, but are not limited to:
 - a. archaeological and cultural resources field work, survey reports, and construction monitoring
 - b. biological assessments/evaluations
 - c. habitat management plans
 - d. biological surveys in uplands, wetlands, streams, and estuaries
 - e. wetland identification and delineations
 - f. Ordinary High Water Mark delineations
 - g. preparation of Critical Areas Studies
 - h. mitigation plans and monitoring documents
 - i. planting/landscaping plans
 - j. emergency action plans
 - k. permitting support
 - l. and miscellaneous related environmental and natural resource services

The scope and fee for projects under this agreement shall be established separately for each individual project using a Task Authorization form, provided as Exhibit A1. The Service Provider may use its own Task Authorization form so long as it includes the same necessary information (scope, fee, signatures, dates, project name, etc.). The Task Authorization form shall include a detailed scope of work and fee for each project and shall be signed by both parties prior to the Service Provider performing any work under this Agreement. The City does not guarantee that any work will be assigned to the Service Provider under this Agreement, except that which is authorized using the Task Authorization form. After both parties sign a Task Authorization form for a project, it becomes part of this Agreement and is subject to the terms and conditions of this Agreement.

EXHIBIT A1
FORMAL TASK ASSIGNMENT DOCUMENT

Formal Task Assignment Document

Task Number: [Click here to enter text.](#)

The general provisions and clauses of Agreement for On-Call Environmental Services shall be in full force and effect for this Task Assignment

Location of Project: [Click here to enter text.](#)

Project Title: [Click here to enter text.](#)

Maximum Amount Payable Per Task Assignment: [Click here to enter text.](#)

Completion Date: [Click here to enter text.](#)

Description of Work (Note attachments and give brief description):

Agency Project Manager Signature: _____

Date: [Click here to enter text.](#)

Oral Authorization Date: [Click here to enter text.](#)

See Letter Dated: [Click here to enter text.](#)

Consultant Signature: _____

Date: [Click here to enter text.](#)

Agency Approving Authority: _____

Date: [Click here to enter text.](#)

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

**SELECT ONE OF THE FOLLOWING METHODS OF COMPENSATION, EACH OF WHICH IS
SUBJECT TO THE MAXIMUM COMPENSATION AMOUNT**

- ☒ **HOURLY RATE.** The City shall pay Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified below for staff performing the Work.

Name	Title	Rate
enter name	See attached 2024 Schedule of Fees	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.

- ☐ **METHOD CONTAINED IN ATTACHED PAGE(S).** The City shall pay Service Provider as set forth in the spreadsheets or other documents attached to this Exhibit B.



EXHIBIT B

Environmental Science Associates & Subsidiaries: 2024 Schedule of Fees

I. Personnel Category Rates

Charges will be made at the Category hourly rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

LABOR CATEGORY	BILLING STEP I	BILLING STEP II	BILLING STEP III	BILLING STEP IV	BILLING STEP V	BILLING STEP VI
Senior Principal Consultant	\$255	\$282	\$311	\$341	\$371	\$401
Principal Consultant	\$210	\$238	\$265	\$293	\$321	\$349
Managing Consultant	\$189	\$211	\$234	\$256	\$278	\$300
Senior Consultant	\$155	\$171	\$192	\$212	\$233	\$253
Associate Consultant	\$137	\$151	\$164	\$177	\$190	\$203
Consultant	\$104	\$117	\$129	\$143	\$156	\$169
Project Technician	\$75	\$97	\$119	\$142	\$164	\$186

- The range of rates shown for each staff category reflects ESA staff qualifications, expertise and experience levels. These rate ranges allow our project managers to assemble the best project teams to meet the unique project requirements and client expectations for each opportunity.
- From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.
- ESA reserves the right to revise the Personnel Category Rates periodically to reflect changes in its operating costs.

II. ESA Expenses

A. Travel Expenses

- Transportation
 - Company vehicle – fixed rate + fee for mileage in excess of 100 miles.
 - Common carrier or car rental – actual expense multiplied by 1.15
 - If company vehicle is to be used in off-road conditions, a daily \$15 use fee will be added to the standard daily vehicle rate.
- Lodging, meals and related travel expenses – direct expenses multiplied by 1.15

B. Technology and Data Management Fee

Non-travel expenses incurred for the duration of the agreement for project support but not itemized below. Project labor charges multiplied by 3%. Fee encompasses the following:

1. Ongoing long-term retention and retrieval, management, and security of project-related data.
2. Proprietary tools, cloud data services, data science and AI capabilities as required for project delivery.

C. Cloud-based Services

ITEM	RATE/HOUR	RATE/DAY	RATE/WEEK	RATE/MONTH
Cloud-based Services				
Nearmap High Resolution Images		\$55/image		
ArcGIS Online Hosting (Web Maps/Apps)				\$225
Website Hosting				\$200
Custom Application & Services Hosting*				\$300*
Modeling (GeoHECRAS, TUFLOW, Delft3D) + Drone Processing	\$7	\$160	\$950	\$3,900
Aviation Environmental Design Tool (AEDT) Processing	\$13	\$190	\$1,120	\$4,600
*includes support for database, SSL, IT support – costs vary by project. Contact software development services for firm pricing.				

D. Printing/Reproduction Rates

If a weekly or monthly rate is not provided, equipment usage is billed at a daily rate.

ITEM	RATE/PAGE	SAMPLE PRICING
Black & White – 8.5 x 11	\$0.15	
Black & White – 11 x 17	\$0.30	
Color – 8.5 x 11	\$0.50	
Color – 11 x 17	\$0.80	
B&W – Plotter (Toner – ECO Quality)	\$0.50/sf	24x36 B/W CAD drawing would cost \$3 per sheet
B&W – Plotter (Toner – Presentation Quality)	\$1.25/sf	24x36 B/W CAD drawing would cost \$7.50 per sheet
Color – Plotter (Inkjet – ECO Quality)	\$2.50/sf	24x36 Color Drawing would cost \$15 per sheet
Color – Plotter (Inkjet – Presentation Quality)	\$5.00/sf	24x36 Color Drawing would cost \$30 per sheet
CD	\$10.00	
Digital Photography	\$20.00 (up to 50 images)	
All Other Items (including bindings and covers)	At cost plus 10%	

E. Equipment Rates

ITEM	RATE/DAY	RATE/WEEK	RATE/MONTH
Project Specific Equipment:			
Vehicles – Standard size (no off-road usage)	\$ 100 ^a	\$ 500	
Vehicles – 4x4 /Truck (light duty)	150		
Vehicles – 4x4 /Truck (heavy duty)	175		
Vehicles – ATV	150		
Noise Meter	115		
Hydroacoustic Noise Monitoring Equipment	175		
Satellite Phone	15	70	250
Electrofischer	350	1,750	
Field Traps	50		
Digital Hypsometer (Nikon)	25		
Backpack Sprayer	30		
360-Degree 4k Camera	35	175	
High Resolution Time-Lapse Camera	20	100	350
Beach Seine	60		
Otter Trawl	115		
Wildlife Acoustics Bat Detector	125	400	
Wildlife Trail Camera	30	100	
Fiber Optic Endoscope	150	750	
Spotting Scope	50	200	
Topographic/Bathymetric Survey Equipment:			
Total Station	300		
UAV/Drone	300	1,500	
RTK-GPS	300		
RTK-GPS Smartnet Subscription	75		
Hypack Survey Software	150		
Laser/Auto Level	50		
Single-Beam Echoshounder	150	600	
Sidescan Sonar	200		
1m GNSS Data Collection System	85	425	1,700
Sub-meter GNSS Data Collection System	115		
Sub-foot Data Collection System	230		
Garmin GPS or equivalent	30		
Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipment:			
ISCO 2150 Area Velocity Flow Logger	\$ 50	\$ 300	\$ 800
SonTek IQ-Plus Area Velocity Flow Logger	100	500	1,500
Logging Rain Gage	10	50	200
Hand-Held Current Meter	50		
Surface Velocity Radar	50		
Wave Pressure Sensor		115	460
Wave Buoy		175	700
Sonic Wave Sensor	35	175	500
Logging Water Level - Pressure Transducer			125
Logging Barometric Pressure Logger			60
Well Probe / Water Level Meter	25		
Bottom-Mounted Tripod / Mooring	30	150	400
Stormwater Crest Sampler			20
Water Quality Equipment:			
Logging Turbidimeter/Water Level Recorder	\$	\$	\$ 400
Logging Conductivity/Water Level Recorder			250
Recording Conductivity Meter w/Datalogger	20	60	200
Hand-Held Turbidimeter	50	200	
Hand-Held Salinity Meter or pH meter	35		
Logging Salinity Gauge			150
Logging DO/Temp Probe			150
Logging Water Quality Sonde 1 Sensor	50	200	700
Logging Water Quality Sonde 2 Sensor	65	250	800
Logging Water Quality Sonde 3 Sensor	75	300	900

ITEM	RATE/DAY	RATE/WEEK	RATE/MONTH
Logging Water Quality Sonde 4 Sensor	90	350	1,000
Telemetry System Hardware			125
Water Quality Multi-Probe Depth Profiler	200		
Niskin Water Sampler	50		
ISCO 6712 Portable Sampler w/ISCO 2105 Module	60	350	900
Sedimentation / Geotechnical Equipment:			
Peat Corer	\$ 85		
60lb Helly-Smith Bedload Sampler	200		
Mini-Ponar Grab Sampler	50		
DH-76 Suspended Sediment Sampler	100		
D-96 Suspended Sediment Sampler	200		
Bridge Crane	150		
RSET	50		
AMS Soil Sampling Kit	50		
Hand-Held Helley-Smith Bedload Sampler	30		
Guelph Permeameter	60		
Sludge Sampler	60		
Shear Strength Vane	60		
Handheld DH-48 Suspended Sediment Sampler	30		
Boats:			
Small Watercraft	\$ 50	\$ 200	
15'-17' Boat	350	1,200	
20'-21' Boat	400	1,800	
22'-25' Boat	500	2,000	
Houseboat Floating Laboratory		4,500	

^a Actual project charges will include the daily rate plus \$0.75 per beyond 100 miles

III. Subcontracts

Subcontract services will be invoiced at cost multiplied by 1.15.

IV. Other

The fees above do not include sales tax. Any applicable or potential sales tax will be charged when appropriate.

V. Payment Terms

Unless otherwise agreed in writing, ESA will submit invoices on a monthly basis. Any unpaid balances shall draw interest at one and one half percent (1.5%) per month or the highest rate allowed by law, whichever is lower, commencing thirty (30) days after date of invoice. All invoices not contested in writing within fifteen (15) business days of receipt are deemed accepted by Client as true and accurate and Client thereafter waives any objection to Clients invoices, which are payable in full.



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the Service Provider identified 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	Herrera Environmental Consultants, Inc.
	2200 Sixth Avenue Suite 1100
	Seattle, WA 98121
	Cmerten@herrerainc.com
City Project Manager	Emily Coba
	City of Everett – Public Works
	3200 Cedar Street
	Everett, WA 98201
Brief Summary of Scope of Work	ecoba@everettwa.gov
	Environmental on-call support of Public Works projects.
Completion Date	December 31, 2028
Maximum Compensation Amount	\$400,000

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Sue Garred – Propel Insurance
	206-695-6630
	Sue.garred@propelinsurance.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**

HERRERA ENVIRONMENTAL CONSULTANTS, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Theresa Wood

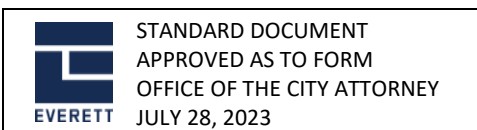
Signer's Email Address: twood@herrerainc.com

Title of Signer: Vice President

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 amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. To the extent the Work includes material subject to copyright, Service Provider agrees that the Work is done as a “Work For Hire” as that term is defined under U.S. copyright law, and that as a result, the City shall own all copyrights in the Work. To the extent that the Work includes material subject to proprietary right protection but does not qualify as a “Work For Hire” under applicable law, Service Provider hereby assigns to the City all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). To the maximum extent permitted by law, Service Provider waives all moral rights in the Work. Notwithstanding the foregoing, 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 the Work 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 or to an address designated by the City Project Manager in writing.
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"). 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. 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 obligations 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 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 (CGL) 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 CGL and auto 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 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/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

END OF GENERAL PROVISIONS
(v.071423.1)

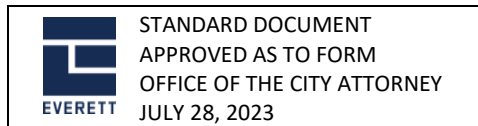


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

The City desires to obtain the services of one or more outside organizations to assist with Environmental Services for Public Works operations and maintenance projects. The scope of work includes the following:

1. Provide staff and services on an on-call, as-needed basis.
2. Provide in-house personnel or sub-consultants for environmental services to support regulatory compliance for the repair and replacement of City infrastructure. Provide qualified environmental professional(s) as needed based on the assigned task.
3. Prior to mutual acceptance of a task assignment, prepare a Scope of Work and written itemized cost estimate for the requested services.
4. Environmental support services are anticipated to include, but are not limited to:
 - a. archaeological and cultural resources field work, survey reports, and construction monitoring
 - b. biological assessments/evaluations
 - c. habitat management plans
 - d. biological surveys in uplands, wetlands, streams, and estuaries
 - e. wetland identification and delineations
 - f. Ordinary High Water Mark delineations
 - g. preparation of Critical Areas Studies
 - h. mitigation plans and monitoring documents
 - i. planting/landscaping plans
 - j. emergency action plans
 - k. permitting support
 - l. and miscellaneous related environmental and natural resource services

The scope and fee for projects under this agreement shall be established separately for each individual project using a Task Authorization form, provided as Exhibit A1. The Service Provider may use its own Task Authorization form so long as it includes the same necessary information (scope, fee, signatures, dates, project name, etc.). The Task Authorization form shall include a detailed scope of work and fee for each project and shall be signed by both parties prior to the Service Provider performing any work under this Agreement. The City does not guarantee that any work will be assigned to the Service Provider under this Agreement, except that which is authorized using the Task Authorization form. After both parties sign a Task Authorization form for a project, it becomes part of this Agreement and is subject to the terms and conditions of this Agreement.

EXHIBIT A1
FORMAL TASK ASSIGNMENT DOCUMENT

Formal Task Assignment Document

Task Number: [Click here to enter text.](#)

The general provisions and clauses of Agreement for On-Call Environmental Services shall be in full force and effect for this Task Assignment

Location of Project: [Click here to enter text.](#)

Project Title: [Click here to enter text.](#)

Maximum Amount Payable Per Task Assignment: [Click here to enter text.](#)

Completion Date: [Click here to enter text.](#)

Description of Work (Note attachments and give brief description):

Agency Project Manager Signature: _____

Date: [Click here to enter text.](#)

Oral Authorization Date: [Click here to enter text.](#)

See Letter Dated: [Click here to enter text.](#)

Consultant Signature: _____

Date: [Click here to enter text.](#)

Agency Approving Authority: _____

Date: [Click here to enter text.](#)

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

**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
Christina Avolio	Engineer V	260.53
Nicholas Bartish	Scientist II	134.51
Laurel Buckley	Project Accountant III	134.51
David Cortese	Engineer IV	210.09
Ian David Crickmore	GIS Analyst IV	188.17
Mark Ewbank	Engineer VII	341.56
enter name	See attached 2024 Billing Rates for additional rates	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.

- ☐ **METHOD CONTAINED IN ATTACHED PAGE(S).** The City shall pay Service Provider as set forth in the spreadsheets or other documents attached to this Exhibit B.

HERRERA ENVIRONMENTAL CONSULTANTS, INC.**2024 Billing Rates**

Herrera adjusts salaries annually in January

4/3/2024

Name	Classification	Hourly Billing Rate
Avolio, Christina	Engineer V	260.53
Bartish, Nicholas	Scientist II	134.51
Buckley, Laurel	Project Accountant III	134.31
Cortese, David	Engineer IV	210.09
Crickmore, Ian David	GIS Analyst IV	188.17
Ewbank, Mark	Engineer VII	341.56
Foulk, Thea	Engineer II	153.38
Fox, Michelle	Administrative Coordinator II	119.51
García, David	Scientist II	132.29
Hansen, Liliana	Scientist IV	206.91
Jackowich, Pamela	Administrative Coordinator IV	143.83
Kayser, Gretchen	Engineer IV	197.04
LeClerc, Joshua	Scientist III	153.01
Lionheart, Regina	Scientist I	128.04
Lyons, Betsy	Planner IV	227.25
MacLennan, Andrea	Scientist V	233.75
Marston, Charles	CAD Technician II	127.18
Matsumoto-Hervol, Makie	GIS Analyst II	127.12
Merten, Christina	Scientist VI	293.41
Mirabile, Tina	Scientist IV	224.13
Mostrenko, Ian	Engineer V	292.18
Nichols, Allison	Engineer II	167.01
Ode-Giles, Lauren	GIS Analyst III	145.30
Parsons, Jeff	Engineer VI	293.58
Plumb, Riley	Scientist III	152.70
Prescott, Todd	CAD Technician III	170.02
Rapoza, Danielle	Scientist III	146.84
Ritchotte, George	Scientist V	254.34
Rudnick, Tracy	Project Accountant IV	173.65
Schmidt, Jennifer	GIS Analyst VI	274.61
Scott, Brian	Engineer IV	247.11
Siegel, Andrew	GIS Analyst III	153.42
Spear, Eliza	Scientist IV	202.93
Stebbing, Rebecca	GIS Analyst II	128.62
Van Orden, Emma	Engineer II	156.22
Waggoner, Jonathan	Engineer IV	209.75
Watne, Wayne	Scientist IV	219.82
Zanker, Cory	Administrative Coordinator III	141.09
Zhang, Shawree	Scientist I	115.61



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the Service Provider identified 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	Perteet, Inc.
	2707 Colby Avenue, Suite 900 Everett, WA 98201
	peter.batuello@perteet.com
City Project Manager	Emily Coba
	City of Everett – Public Works 3200 Cedar Street Everett, WA 98201
	ecoba@everettwa.gov
Brief Summary of Scope of Work	Environmental on-call support of Public Works projects.
Completion Date	December 31, 2028
Maximum Compensation Amount	\$400,000

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Willis Towers Watson, Attention Dillon Donovan
	(612) 508-0658
	Dillon.Donovan@wtwco.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**

PERTEET, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Crystal L. Donner

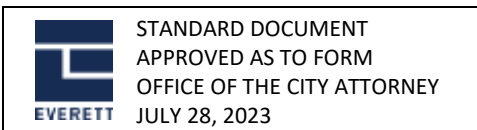
Signer's Email Address: crystal.donner@perteet.com

Title of Signer: President

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 amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. To the extent the Work includes material subject to copyright, Service Provider agrees that the Work is done as a “Work For Hire” as that term is defined under U.S. copyright law, and that as a result, the City shall own all copyrights in the Work. To the extent that the Work includes material subject to proprietary right protection but does not qualify as a “Work For Hire” under applicable law, Service Provider hereby assigns to the City all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). To the maximum extent permitted by law, Service Provider waives all moral rights in the Work. Notwithstanding the foregoing, 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 the Work 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 or to an address designated by the City Project Manager in writing.
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"). 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. 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 obligations 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 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 (CGL) 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 CGL and auto 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 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/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

END OF GENERAL PROVISIONS
(v.071423.1)

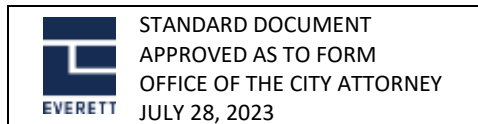


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

The City desires to obtain the services of one or more outside organizations to assist with Environmental Services for Public Works operations and maintenance projects. The scope of work includes the following:

1. Provide staff and services on an on-call, as-needed basis.
2. Provide in-house personnel or sub-consultants for environmental services to support regulatory compliance for the repair and replacement of City infrastructure. Provide qualified environmental professional(s) as needed based on the assigned task.
3. Prior to mutual acceptance of a task assignment, prepare a Scope of Work and written itemized cost estimate for the requested services.
4. Environmental support services are anticipated to include, but are not limited to:
 - a. archaeological and cultural resources field work, survey reports, and construction monitoring
 - b. biological assessments/evaluations
 - c. habitat management plans
 - d. biological surveys in uplands, wetlands, streams, and estuaries
 - e. wetland identification and delineations
 - f. Ordinary High Water Mark delineations
 - g. preparation of Critical Areas Studies
 - h. mitigation plans and monitoring documents
 - i. planting/landscaping plans
 - j. emergency action plans
 - k. permitting support
 - l. and miscellaneous related environmental and natural resource services

The scope and fee for projects under this agreement shall be established separately for each individual project using a Task Authorization form, provided as Exhibit A1. The Service Provider may use its own Task Authorization form so long as it includes the same necessary information (scope, fee, signatures, dates, project name, etc.). The Task Authorization form shall include a detailed scope of work and fee for each project and shall be signed by both parties prior to the Service Provider performing any work under this Agreement. The City does not guarantee that any work will be assigned to the Service Provider under this Agreement, except that which is authorized using the Task Authorization form. After both parties sign a Task Authorization form for a project, it becomes part of this Agreement and is subject to the terms and conditions of this Agreement.

EXHIBIT A1
FORMAL TASK ASSIGNMENT DOCUMENT

Formal Task Assignment Document

Task Number: [Click here to enter text.](#)

The general provisions and clauses of Agreement for On-Call Environmental Services shall be in full force and effect for this Task Assignment

Location of Project: [Click here to enter text.](#)

Project Title: [Click here to enter text.](#)

Maximum Amount Payable Per Task Assignment: [Click here to enter text.](#)

Completion Date: [Click here to enter text.](#)

Description of Work (Note attachments and give brief description):

Agency Project Manager Signature: _____

Date: [Click here to enter text.](#)

Oral Authorization Date: [Click here to enter text.](#)

See Letter Dated: [Click here to enter text.](#)

Consultant Signature: _____

Date: [Click here to enter text.](#)

Agency Approving Authority: _____

Date: [Click here to enter text.](#)

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

**SELECT ONE OF THE FOLLOWING METHODS OF COMPENSATION, EACH OF WHICH IS
SUBJECT TO THE MAXIMUM COMPENSATION AMOUNT**

- ☒ **HOURLY RATE.** The City shall pay Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified below for staff performing the Work.

Name	Title	Rate
enter name	Principal	375.00
enter name	Director	325.00
enter name	Senior Associate	275.00
enter name	Senior Engineer/Manager	240.00
enter name	Lead Engineer/Manager	200.00
enter name	Engineer III	175.00
enter name	See attached Schedule of 2024 Billing Rates for additional rates	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.

- ☐ **METHOD CONTAINED IN ATTACHED PAGE(S).** The City shall pay Service Provider as set forth in the spreadsheets or other documents attached to this Exhibit B.



PERTEET

Schedule of 2024 Billing Rates

<u>Engineering, Planning and Environmental Classifications</u>	<u>2024 Hourly Rate</u>
Principal	375.00
Director	325.00
Senior Associate	275.00
Senior Engineer/Manager	240.00
Lead Engineer/Manager	200.00
Engineer III	175.00
Civil Designer II	155.00
Civil Designer I	135.00
Senior Planner/Cultural Resources Manager	190.00
Lead Planner/Manager	175.00
Cultural Resources Specialist III	155.00
Cultural Resources Specialist II	140.00
Cultural Resources Specialist I	115.00
Planner III	165.00
Planner II	155.00
Planner I	110.00
Sr. Environmental Scientist/Manager	195.00
Lead Environmental Scientist/Manager	180.00
Environmental Scientist III	150.00
Environmental Scientist II	130.00
Environmental Scientist I	110.00
Lead Technician/Designer	155.00
Technician III	140.00
Technician II	110.00
Technician I	90.00
Contract Administrator	150.00
Accountant	150.00
Graphics Specialist	150.00
Clerical	125.00
Emergency Response Rate (immediate response following event)	@ 1.5 times hourly rates
Expert Witness Rates:	
Consulting & Preparation Time	@ standard hourly rates
Court Proceedings & Depositions (4 hour minimum)	@ 1.5 times hourly rates

Perteet's Hourly Rates are subject to change each year on January 1st.



PERTEET

Schedule of 2024 Billing Rates

Page 2

Direct Expenses

Rate

Living & travel expenses outside of service area	Cost plus 10%
Authorized Subconsultants	Cost plus 10%
Outside Services (printing, traffic counts, etc.)	Cost plus 10%
Mileage	@ current federal rate

Construction Classifications

2024 Hourly Rate

Construction Director	350.00
Construction Supervisor	300.00
Construction Engineering Manager	245.00
Senior Construction Manager	250.00
Construction Manager	235.00
Assistant Construction Manager	200.00
Construction Engineer III	180.00
Construction Specialist II	160.00
Construction Specialist I	135.00
Senior Construction Observer	225.00
Construction Observer III	165.00
Construction Observer II	115.00
Construction Observer I	105.00
Senior Office Engineer	190.00
Senior Construction Technician	180.00
Construction Technician III	165.00
Construction Technician II	150.00
Construction Technician I	115.00

Project title: Recreational Trail Easement for the Interurban Trail

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent
Action 04/24/24
Ordinance
Public hearing
Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Recreational Trail Easement

Department(s) involved:

Parks & Facilities
Administration
Legal

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Interurban Trail Agreement

Partner/Supplier: Snohomish County PUD

Location: Interurban Trail

Preceding action: Recreational Trail Easement

Fund: Fund 101

Fiscal summary statement:

As with most easements granted to the City, the City will have maintenance and operational expenses related to the easement area, in this case such as patrolling the trail, maintaining the trail, and keeping the trail area clean.

Project summary statement:

Pursuant to a prior easement with the PUD (which is soon expiring), the City had previously designed, constructed, and operated the Interurban Trail. The trail has been operated by the City for the last 25 plus years. The PUD is granting this easement to the City for the purpose of the City continuing to operate the Interurban Trail on PUD property. The Interurban Trail will continue to be for public use by pedestrians, bicyclists, wheelchairs and Class 1 and Class 2 electric bikes in accordance with applicable state and federal law.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the recreational trail easement for the Interurban trail.



RECREATIONAL TRAIL EASEMENT

PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY ("Grantor"), a Washington municipal corporation, does hereby grant to the **CITY OF EVERETT**, a Washington municipal corporation ("Grantee"), for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, a nonexclusive easement ("Easement") to operate, repair, reconstruct, maintain, use and patrol a recreational trail 20 feet in width ("Recreational Trail") for public use over a portion of the power line corridor property of the Grantor, commonly known as the Pacific Northwest Traction Company Right-of-Way ("PNT Right-of-Way" or "Property") legally described on attached and incorporated Exhibits A-1, A-2, A-3 and A-4 and subject to the following terms, conditions and restrictions. Said Recreational Trail is also legally described and depicted on said Exhibits. The Grantor and Grantee are also referred to herein individually as "Party" and collectively as "Parties".

1. Term of Easement. The term of this Easement shall be for a period of Twenty-Five (25) Years from the date of mutual execution of this Easement subject to earlier termination as provided in Section 20.

2. Purpose of Easement. Pursuant to a prior easement with the Grantor, Grantee previously, at its sole expense and cost, designed, constructed, maintained, repaired, operated, used and patrolled the Recreational Trail and associated improvements including but not limited to signage and bollards currently existing on the Property and generally depicted on attached and incorporated Exhibits A-1 through A-4 (said Exhibits may be amended upon agreement of the Parties to reflect new development, relocations, extensions, or other changes to the Recreational Trail or Property as necessary during the term of this Easement). The Grantor provides this Easement to the Grantee for the purpose of allowing Grantee to continue to, at its sole expense and cost, operate, maintain, repair, reconstruct, use and patrol the Recreational Trail on the Property. The Recreational Trail shall be for public use by pedestrians, bicyclists, wheelchairs and Class 1 and Class 2 electric bikes in accordance with applicable state and federal law, including but not limited to 28 CFR 35, § 35.104, § 35.130, § 35.137 and other mutually agreeable power driven mobility devices (OPDMD) and other mutually agreeable non-motorized uses, including special events. The Grantee shall restrict motor vehicle use of the Recreational Trail to that necessary to maintain, repair, reconstruct and patrol the Recreational Trail and as otherwise authorized by the Grantor. Grantee shall not use or allow the use of the Recreational Trail for any other purposes without the express written agreement of the Grantor, which shall not be unreasonably withheld. Grantee's use of the Recreational Trail shall not interfere with the Grantor's use of the Property. Grantee understands and agrees the Grantor's Property is now and will continue to be used as a utility property subject to applicable local, state and/or federal laws and regulations. Grantee further understands and agrees that the Grantor's utility uses, and activities of the Property include but are not limited to use by heavy trucks and machinery for power line construction, installation, maintenance and for transmission of high voltage electricity. As such, Grantee agrees Recreational Trail maintenance, repairs and reconstruction will be to standards accommodating continued utility uses and activities.

3. Maintenance and Repair of Recreational Trail and Property.

a. Maintenance and Repair of Recreational Trail by Grantee. Except as otherwise provided in this Easement, Grantee shall, at its sole cost and expense, reasonably and appropriately patrol, inspect, maintain and keep in good repair and in a sanitary condition the Recreational Trail

described and depicted on Exhibit A and all other improvements installed upon the Recreational Trail that directly supports the operation of the Recreational Trail. In the event that the Grantor notifies Grantee of any observed maintenance condition in need of repair, cleanup and/or correction regarding the Recreational Trail, Grantee shall appropriately repair, cleanup and/or remedy the condition to the satisfaction of the Grantor within one hundred twenty (120) days after notification. In the event the Grantee's maintenance and/or repairs to the Recreational Trail requires more than one hundred twenty (120) days to remedy, the Grantor and Grantee shall mutually agree upon the additional time needed. If Grantee fails to maintain or repair the Recreational Trail as provided in this Section, Grantor, in its discretion, may choose to repair, cleanup and/or remedy the condition. In such event, Grantee agrees to reimburse the Grantor for the cost and expense of repairing, cleaning up and/or otherwise remedying the condition within sixty (60) calendar days of receipt of an invoice for same from the Grantor. Grantor and Grantee agree to jointly patrol both the Property and Recreational Trail a minimum of two times per calendar year.

b. Maintenance of Property by Grantor. Except for the portion of the Property that is within the Recreational Trail as described and depicted on Exhibit A and/or as otherwise provided in this Easement, the Grantor shall, at its sole cost and expense, reasonably and appropriately patrol, inspect and maintain the Property, including but not limited to mowing, vegetation management, and tree trimming. Grantor will also inspect and maintain perimeter fencing and stormwater infrastructure that it installs or has installed on the Property.

4. Access Control Devices. In partial consideration for this Easement, Grantee shall, at its sole cost and expense, appropriately and reasonably patrol, inspect, maintain, and keep in good repair all access control devices, including but not limited to fencing, bollards and gates, presently installed upon the Property that directly support operation of the Recreational Trail and shall specifically exclude perimeter fencing. Grantee may install additional access control devices to prevent unauthorized use of the Recreational Trail upon prior approval by the Grantor. Grantee shall coordinate with the Grantor regarding locks and similar security devices to ensure that each Party access the Property as needed.

5. Elimination of Unauthorized and Inappropriate Uses.

a. In partial consideration for the Easement, Grantee's Parks Department shall, at Grantee's sole cost and expense, reasonably inspect and patrol the Recreational Trail, at a reasonable frequency, for unauthorized and inappropriate uses that are inconsistent with the intended purpose of this Easement, including but not limited to: equestrian use; illegal sales, distribution and use of drugs and alcohol; lewd conduct; dumping of solid, biological and hazardous wastes; unauthorized encampments; and unauthorized motorized vehicle use. The Grantee's Parks Department will report to the appropriate authorities and Grantor, any suspicious activities occurring on the Property as observed during Recreational Trail patrols.

b. When Grantee's Parks Department discovers or learns of unauthorized and inappropriate uses inconsistent with the intended purpose of this Easement on the Recreational Trail, Grantee shall take appropriate and prompt action to deter and stop the same, by notifying the Grantor and working with local law enforcement authorities to remove trespassers or persons engaging in unauthorized and inappropriate uses and work jointly with Grantor to clean up and remove all debris from the Recreational Trail resulting from such uses.

c. When Grantee's Parks Department discovers or learns of unauthorized and inappropriate uses inconsistent with the intended purpose of this Easement on the Property (other than on the Recreational Trail), Grantee shall notify Grantor. Upon such notification Grantor may at its sole discretion take whatever action (or no action) Grantor determines necessary to deal with such uses and shall notify Grantee of its determination. Such determination shall include but not limited to Grantor taking no action, Grantor working jointly with Grantee to develop a mutually agreed joint action plan to resolve the situation, or Grantor taking the lead to work with local law enforcement authorities to remove trespassers or persons engaging in unauthorized and inappropriate uses and work to clean up and remove debris. If Grantor determines to take the lead to clean up and remove the debris, Grantee shall reimburse Grantor for its fifty percent (50%) share of such expenses and cost within sixty (60) days of receipt of an invoice from Grantor for same.

d. It is recognized that such action under subsections (b) and (c) are of benefit to both the Grantor and Grantee. Accordingly, and except for the expense and cost of clean up and removal of debris on the Recreational Trail which shall be at the sole cost of Grantee, the reasonable expense and cost for such remedial action on the Property shall be divided between the Grantor and Grantee at fifty percent (50%) and fifty percent (50%) respectively.

e. In the event that Grantee fails to take appropriate and prompt action to deter and stop discovered unauthorized and/or inappropriate uses located within the Recreational Trail within ten (10) days after receipt of notice from Grantor, Grantor in its discretion, may choose to take action to deter and stop same. In such event, Grantee agrees to reimburse the Grantor for the full cost and expense of deterring and stopping such unauthorized and/or inappropriate uses within sixty (60) calendar days of receipt of an invoice for same from the Grantor.

6. Modification, Extension or other Uses of Recreational Trail. Prior to the Grantee modifying, improving, reconstructing and/or extending the Recreational Trail, or erecting structures, the Grantee will submit detailed drawings and specifications relating to same to the Grantor. No such modification, improvement, reconstruction and/or extension, or storing materials or erecting structures will be performed until the drawings and specifications have been approved in writing by the Grantor, who shall endeavor to provide its review of Grantee's drawings and specifications within sixty (60) days of receipt; provided, however, that such approval by the Grantor shall not in any manner be considered as imposing any obligation upon the Grantor as to safety and/or propriety of such modification, improvement, reconstruction and/or extension. Rather, the sole consideration of the Grantor in reviewing and approving/rejecting the drawings and specifications is whether same are compatible or interfere with the Grantor's use of the Property and are consistent with the purpose of this Easement.

7. Damage to Recreational Trail, Appurtenances, Facilities and Property. Grantee will take all reasonable precaution to protect and preserve from damage, destruction and/or interference the Recreational Trail and appurtenances constructed by the Grantee that are located upon the Property and should such property be damaged, destroyed or interfered with in any way, Grantee shall immediately restore the damage to the Recreational Trail and/or Grantee's appurtenances located on the Property to its former condition at Grantee's sole cost and expense. Except as may be otherwise provided in Section 5, should it be necessary for Grantor to remedy any harmful or adverse conditions resulting from Grantee's use of the Property under this Easement, or to perform any of the matters required of the Grantee which the Grantee has failed to do, except in the event of an emergency, Grantor shall provide written notice to Grantee describing the damage or defect to Grantor's property and shall allow Grantee five (5) business days to respond prior to Grantor undertaking such work. Grantee shall reimburse Grantor for all expenses and costs so incurred by Grantor within sixty (60) days of receipt of an invoice for same from Grantor.

8. Installation of Warning Signs and/or Protective Devices. Grantee shall, at its sole cost and expense, install, maintain, repair and replace warning signs and other protective devices on the Property and Recreational Trail that the Grantee deems are necessary to protect users of the Recreational Trail. Grantor shall, at its sole cost and expense, install, maintain, repair and replace warning signs and other protective devices on the Property and Recreational Trail that the Grantor deems are necessary to protect users of the Recreational Trail from and prevent access to Grantor's facilities. Protective devices include but are not limited to physical pole covers, bollards, ecology blocks, Jersey barriers, or anything that protects poles and/or other infrastructure.

9. Access to Roadway and Closure of Recreational Trail. The roadway for vehicular traffic, at present installed along the Property, shall be kept accessible to Grantor at all times to ensure that Grantor has access to its facilities. Grantor may close any portion or all of the PNT Right-of-Way (including the Recreational Trail) on a temporary basis at any time for any length of time reasonably necessary for construction, maintenance, repair, or other purposes having to do with its utility operations. Grantor shall provide prior notice to Grantee for planned construction, maintenance, repair or other purposes having to do with its utility operations. Such notice shall describe which portion (if any) of PNT Right-of-Way shall be closed to public access during such construction, maintenance, repair or other work. The Grantor shall endeavor to plan closures to the Recreational Trail to limit the amount of time and area affected by closures in such a way as

to provide maximum safe public access to the Recreational Trail. The Grantor shall cooperate with the Grantee to ensure clear public notice of such closures are posted upon two weeks advance notice from the Grantor, except in the case of an emergency. At such time Grantee receives such notice, it shall post notices of Recreational Trail closure, both physically and on its website and social media accounts. Grantor and Grantee shall work cooperatively and in good faith to enforce any such closures, maintain order and protect the public.

10. Relocation of Recreational Trail. In the event that Grantor determines that it is necessary for Grantee to relocate any part of the Recreational Trail in order to avoid and not interfere with any of Grantor's facility, line, structure and/or operation that Grantor desires to construct and/or conduct upon the Property. Grantor will endeavor to take into consideration all plans for construction or reconstruction of Grantor's facility, line, structure and/or operation of Grantor's improvements in a manner to minimize impacts to the Recreational Trail and work cooperatively with the Grantee to find alternative routes. Grantee agrees to either comply with such request at its sole cost and expense or terminate this Easement under Section 20(c) below. Grantee shall take the necessary steps to address the relocation change as hereinbefore provided within one hundred twenty (120) days after it has received written notice from Grantor setting forth in reasonable detail the location of the structure or facilities or outlining the operation which Grantor proposes to construct or conduct on the Property. If Grantee's work to relocate the Recreational Trail will take more than one hundred twenty (120) days to complete, the Grantor and Grantee shall mutually agree to the time required for Grantee to take the necessary steps to complete the relocation of the Recreational Trail. Grantor shall endeavor at all times to work cooperatively with Grantee to identify and allow for alternative placement of the Recreational Trail within the Property. If Grantee fails to commence the relocation as hereinbefore required or, having commenced, it fails to proceed with reasonable dispatch, Grantor shall, in addition to its remedy for damages, be entitled to specific enforcement of Grantee's obligations hereunder and shall also have the right and authority to remove or relocate, at Grantee's cost and expense, such portion of the aforesaid improvements and associated facilities as the Grantee has failed to relocate or remove as hereinbefore required.

11. Non- Exclusive Easement, Easement Subject to Existing and Future Uses. This Easement is non-exclusive and is subject to all of the existing uses of the Property by Grantor, and its permittees, Grantee, and/or other grantees. Grantor hereby reserves the right to grant easements and/or permits for future uses of the Property. Grantor shall provide written notice to Grantee of such contemplated future use and allow Grantee thirty (30) business days to review such contemplated future use and provide comments relating to its compatibility with Grantee's uses authorized under this Easement.

12. General Indemnification and Hold Harmless.

a. In partial consideration for this Easement and to the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, hold harmless and release Grantor and its commissioners, officers, employees and agents from and against any and all liabilities, losses, claims, damages, costs, demands, fines, judgments, penalties, obligations and payments, together with any reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and out-of-pocket expenses and reasonable costs and expenses of investigation) incurred in connection with any of the foregoing, to the extent they result from, relate to or arise out of or in connection with (i) work done on the Recreational Trail pursuant to this Easement by Grantee; (ii) Grantee's design, operation, maintenance and/or repair of and/or failure to properly design, maintain, and/or repair the Recreational Trail on the Property pursuant to this Easement; (iii) Grantee's use of the Recreational Trail; (iv) any negligent act or omission, or intentional misconduct, by Grantee, its employees, agents, consultants, contractors and/or subcontractors with respect to the Recreational Trail; and (v) violations of Environmental Laws and/or releases of Hazardous Substances arising from and/or related to activities of the Grantee and/or its employees, agents, consultants, contractors, and/or subcontractors on, about, or with respect to the Recreational Trail.

b. To the fullest extent permitted by law, Grantor hereby agrees to indemnify, defend, hold harmless and release Grantee and its elected officials, officers, employees and agents from and against any and all liabilities, losses, claims, damages, costs, demands, fines, judgments,

penalties, obligations and payments, together with any reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and out-of-pocket expenses and reasonable costs and expenses of investigation) incurred in connection with any of the foregoing, to the extent they result from, relate to or arise out of or in connection with (i) work done or actions taken on the Property by the Grantor; (ii) design, operation, maintenance, repair or use of and/or failure to properly design, maintain, repair and/or use Grantor's facilities or improvements on the Property; (iii) any negligent act or omission, or intentional misconduct, by Grantor, its officials, employees, agents, consultants, contractors and/or subcontractors with respect to the Property; and (iv) violations of Environmental Laws and/or releases of Hazardous Substances arising from and/or related to activities of the Grantor and/or its officials, employees, agents, consultants, contractors, and/or subcontractors on, about, or with respect to the Property.

c. In the event that the Grantee and the Grantor are both negligent with regard to any particular event, then each Party's liability for indemnification of the other Party shall be limited to the indemnifying Party's contributory negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees and disbursements) that can be apportioned to the indemnifying Party, its employees, agents and/or contractors.

d. The Parties recognize and acknowledge that without the recreational trail proposed by Grantee, the Grantor would restrict public access to the Property and that Grantee's agreement to this indemnification and hold harmless section of the Easement is a material consideration without which this Easement would not be granted by the Grantor.

e. Solely and expressly for purposes of its duties to indemnify and hold harmless the other Party as set forth above, each indemnifying Party specifically waives any immunity it might have under the State Industrial Insurance law, RCW Title 51, or any similar worker's compensation act, in the event that a claim is made against the other Party for an injury to any employee of the indemnifying Party. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

f. For the purposes of this Section and this Easement, "Hazardous Substances," means any and all substances, chemicals, wastes, sewage or other materials that are now or hereafter regulated, controlled or prohibited by any Environmental Laws, including, without limitation, any (a) substance defined as a "hazardous substance", "extremely hazardous substance", "hazardous material", "hazardous chemical", "hazardous waste", "toxic substance" or "air pollutant" by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq.; the Clean Air Act, 42 U.S.C. Section 7401, et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001, et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; or the Occupational Safety and Health Standards, 25 C.F.R. 1910-1000 et seq.; the Model Toxics Control Act, RCW chapter 70A.305, and regulations promulgated thereunder, all as amended to date and as amended hereafter; (b) hazardous substance, hazardous waste, toxic substance, toxic waste or hazardous material, waste, chemical or compound described in any other Environmental Laws; and (c) asbestos, polychlorinated biphenyls, urea formaldehyde insulation, flammable or explosive or radioactive materials, gasoline, oil, motor oil, waste oil, petroleum (including, without limitation, crude oil or any component thereof), petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, and other regulated chemical products.

g. For the purposes of this Section and this Easement, "Environmental Laws" means any and all federal, state and local laws, regulations, ordinances, codes and policies, and any and all judicial or administrative interpretations thereof by governmental authorities, as now in effect or hereinafter amended or enacted, relating to (i) pollution or protection of the environment, natural resources or health and safety; including, without limitation, those regulating, relating to, or imposing liability for emissions, discharges, releases or threatened releases of Hazardous Materials into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, release, transport or handling of Hazardous Materials; and (ii) the use

of chemical, electrical, radiological or nuclear processes, radiation, sophisticated electrical and/or mechanical equipment, sonar and sound equipment, lasers, and laboratory analysis and materials.

h. The provisions of this Section shall survive the expiration or termination of this License with respect to any event occurring prior to such expiration or termination.

13. Assumption of Risk. The Grantee does herewith assume all risk of loss, damage and/or injury to Grantee's property, facilities and/or appurtenances that are installed, constructed, and/or placed in, under, and/or upon the Property, and expressly waives any right of recovery for damage thereto. Further, Grantee understands that the Property will continue to be used by the Grantor as utility property subject to use by heavy trucks and machinery for power line construction, installation, maintenance, repair, and for transmission of high voltage electricity, among other things. Grantor hereby acknowledges its duty, to the extent reasonably practicable, to protect Grantee's property, facilities and/or appurtenances from injury or damage caused thereby. Grantor shall inform Grantee of any such damage that has occurred and promptly restore, or make arrangements with Grantee to restore, said property at Grantor's expense.

14. No Blasting. The Grantee agrees for itself, its heirs, successors or assigns that it will not perform any blasting or discharge any explosives on the Property.

15. No Warranty of Ownership of Property. This Easement is provided by the Grantor to the Grantee to the extent that it has legal authority to do so. It is expressly agreed by the Grantor and the Grantee that this Easement is not and shall not be construed as a warranty on the part of the Grantor of its ownership of the Property, or a warranty that the Grantor has the right to provide this Easement. The Grantee expressly assumes the responsibility for determining the right of the Grantor to provide this Easement or the extent of the rights validly provided to the Grantee hereunder and agrees to defend, indemnify and hold harmless the Grantor from any claims or damages sought or recovered arising out of any defect in the right of the Grantor to execute this Easement or any defect in the rights acquired by the Grantee hereunder.

16. Insurance.

a. Self-Insurance. The Grantee maintains a fully funded self-insurance program for the protection and handling of the Grantee's liabilities, including injuries to persons and damage to property, automobile liability, professional liability, and workers compensation. The self-funded program will respond if an incident occurs involving negligence of the Grantee's employees, officers and agents acting in the scope of their employment. The Grantor acknowledges, agrees and understands that the Grantee is self-funded for its liability exposures.

The Grantee agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement. The Grantee agrees to provide at least thirty (30) calendar days prior written notice of any material change in its self-funded program and, will provide a letter of self-insurance as adequate proof of coverage. The Grantor further acknowledges, agrees and understands that the Grantee does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore, the Grantee does not have the ability to add any party as an additional insured.

b. Contractor Insurance Requirements. In the event that Grantee utilizes a contractor(s) to perform work on the Property under this Easement, Grantee shall require and ensure that said contractor(s) meet(s) the insurance requirements stated below. That Grantee shall require said contractor(s) furnishes to Grantee with a Certificate of Insurance(s) as evidence of said coverage.

Comprehensive General Liability, Business Automobile Liability and Worker's Compensation Insurance covering contractor's use of the Property in the following limits:

- Commercial General Liability (including bodily injury, death and property damage) each person \$2,000,000

- Business Automobile Liability each person \$2,000,000
- Worker's Compensation \$1,000,000

c. The Commercial Liability and Business Automobile Liability policies shall include the Grantor, its officers, elected officials, employees and agents as additional insureds with respect to contractor's use of the Property under this Easement.

d. Grantee shall collect Certificates of Insurance as evidence of said insurance prior to contractor(s) use of the Property pursuant to this Easement. Certificates of Insurance shall be authenticated by the proper officer of the insurer and shall state in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the below-mentioned notice of cancellation clause.

e. Contractor(s) shall not cause such insurance to lapse or be canceled during its use of the Property under this Easement. Contractor(s) shall provide that such insurance shall include a clause that the insurance policy or policies shall not be subject to cancellation or reduction in limits during such use until notice has been mailed to the Grantor stating the date when such cancellation or reduction shall be effective which date shall not be less than thirty (30) days after such notice.

f. The insurance requirements contained herein shall not in any manner be deemed to limit or qualify the liabilities and/or obligations of Grantee under this Easement.

17. Dispute Resolution. Any controversy, dispute or difference between the Parties regarding the interpretation, application or enforcement of the terms and conditions of this Agreement, if not amicably resolved by the Parties within thirty (30) days following written notice of dispute, shall be referred to senior management of the Parties for resolution. In the event the dispute has not been resolved within forty-five (45) days following referral to senior management, or such longer period as the Parties may mutually agree, then either Party may then pursue their remedies at law.

18. Notices. Any notice required herein or permitted to be given or served by either Party hereto upon the other shall be deemed given or served in accordance with the provisions of this Easement, if personally served, delivered by national overnight courier (such as Fed Ex, UPS, DHL), or if mailed by United States Registered or Certified Mail, postage prepaid, properly addressed as follows:

If to the Grantor: Public Utility District No. 1 of Snohomish County
Attention - Manager, Real Estate Services
1802 75th St. SW
Everett, WA 98203

If to the Grantee: City of Everett
Attention – Parks Director
2930 Wetmore Avenue
Everett WA 98201

Each mailed notice or communication shall be deemed to have been given to, or served upon, the Party to whom it is addressed on the date of delivery if served, or the next day after deposit with a national overnight courier, or on the third date after the same is deposited in the United States Registered or Certified Mail, if postage prepaid, properly addressed in the manner above provided. The employees and/or addresses to which notices are to be mailed to either Party hereto may be changed by such Party by giving written notice thereof to the other Party in the manner above provided.

19. Severability.

a. If a court of competent jurisdiction holds any part, term or provision of this Easement to be illegal or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the Parties' rights and obligations shall be construed and enforced as if this Easement did not contain the particular provision held to be invalid.

b. If any provision of this Easement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

20. Termination of Easement.

a. The Grantor may terminate this Easement upon one hundred twenty (120) days written notice to the Grantee in the event that the Grantee is in material default and fails to cure such material default within that one hundred twenty (120) day period, or such longer period as provided by the Grantor. The notice of termination shall state the reasons therefore, the process to cure and the effective date of the termination should defects not be cured. The one hundred twenty (120) day period shall not begin until Grantee has been provided an opportunity to meet in person with Grantor and explain any mitigating circumstances, provide further information or appeal the termination. Said meeting shall occur within fifteen (15) business days of delivery of Notice of Termination, and within five (5) business days following such meeting Grantor shall provide Grantee written decision to: i) Extend the period of time for Grantee to cure such defects to its property; ii) Withdraw its Notice of Termination or ii) Modify the Notice of Termination in such manner to remove certain defects while preserving the Notice regarding any other defects.

b. The Easement shall terminate in the event that the Grantee, its successors or assigns abandons and/or terminates its use of the Recreational Trail. Termination shall only have deemed to occur after Grantee's Notice of Termination for Abandonment is received and one hundred twenty (120) days have lapsed without response.

c. The Grantee may, in its sole discretion, terminate this Easement with one hundred twenty (120) days written notice to Grantor should it determine that operation of the Recreational Trail is no longer in its best interest.

21. Governing Law and Venue. This Easement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Easement shall lie in the Superior Court of Washington for Snohomish County, Washington.

22. Authority to Bind Parties and Enter Into Easement. The undersigned represent that they have full authority to enter into this Easement and to bind the Parties for and on behalf of the legal entities set forth below.

23. Counterparts. This Easement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Easement.

24. Entire Agreement/Amendments. This Easement contains the entire agreement between the Parties on the subject matter of this Easement. This Easement may only be amended or modified by a written instrument executed by both Parties.

(Signatures on Following Pages)

GRANTOR:
PUBLIC UTILITY GRANTOR NO. 1
OF SNOHOMISH COUNTY

By: _____
Maureen Barnes
Manager, Real Estate Services

Date: _____

(REPRESENTATIVE ACKNOWLEDGEMENT)

State of Washington
County of Snohomish

I certify that I know or have satisfactory evidence that Maureen Barnes signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Manager, Real Estate Services Department of Public Utility Grantor No. 1 of Snohomish County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

(Seal or Stamp)

Dated _____
Signature of _____
Notary Public _____
Title _____ Notary Public
My appointment expires _____

Grantee hereby agrees, accepts and will comply with all of the terms, conditions and restrictions contained in this Easement.

GRANTEE:
CITY OF EVERETT

By: _____
Name: _____
Title: _____
Date: _____

(REPRESENTATIVE ACKNOWLEDGEMENT)

State of Washington
County of Snohomish

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that (he, she) was authorized to execute the instrument and acknowledged it as the _____ of the City of Everett to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

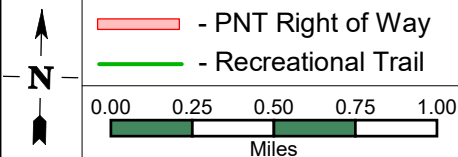
(Seal or Stamp)

Dated _____
Signature of _____
Notary Public _____
Title Notary Public
My appointment expires _____

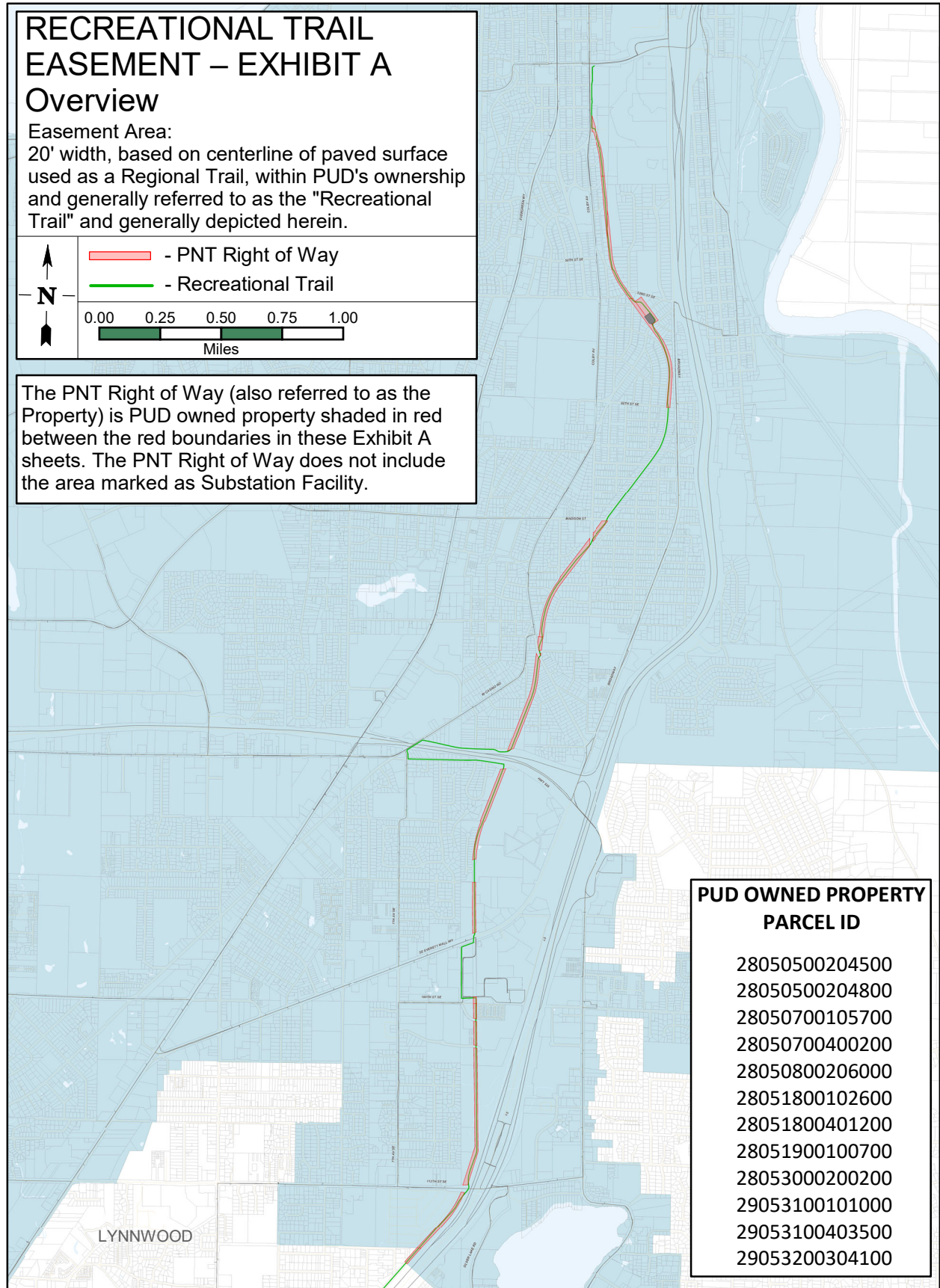
RECREATIONAL TRAIL EASEMENT – EXHIBIT A Overview

Easement Area:

20' width, based on centerline of paved surface used as a Regional Trail, within PUD's ownership and generally referred to as the "Recreational Trail" and generally depicted herein.



The PNT Right of Way (also referred to as the Property) is PUD owned property shaded in red between the red boundaries in these Exhibit A sheets. The PNT Right of Way does not include the area marked as Substation Facility.



PUD OWNED PROPERTY PARCEL ID

28050500204500
28050500204800
28050700105700
28050700400200
28050800206000
28051800102600
28051800401200
28051900100700
28053000200200
29053100101000
29053100403500
29053200304100

RECREATIONAL TRAIL EASEMENT – EXHIBIT A Sheet 1

Easement Area:

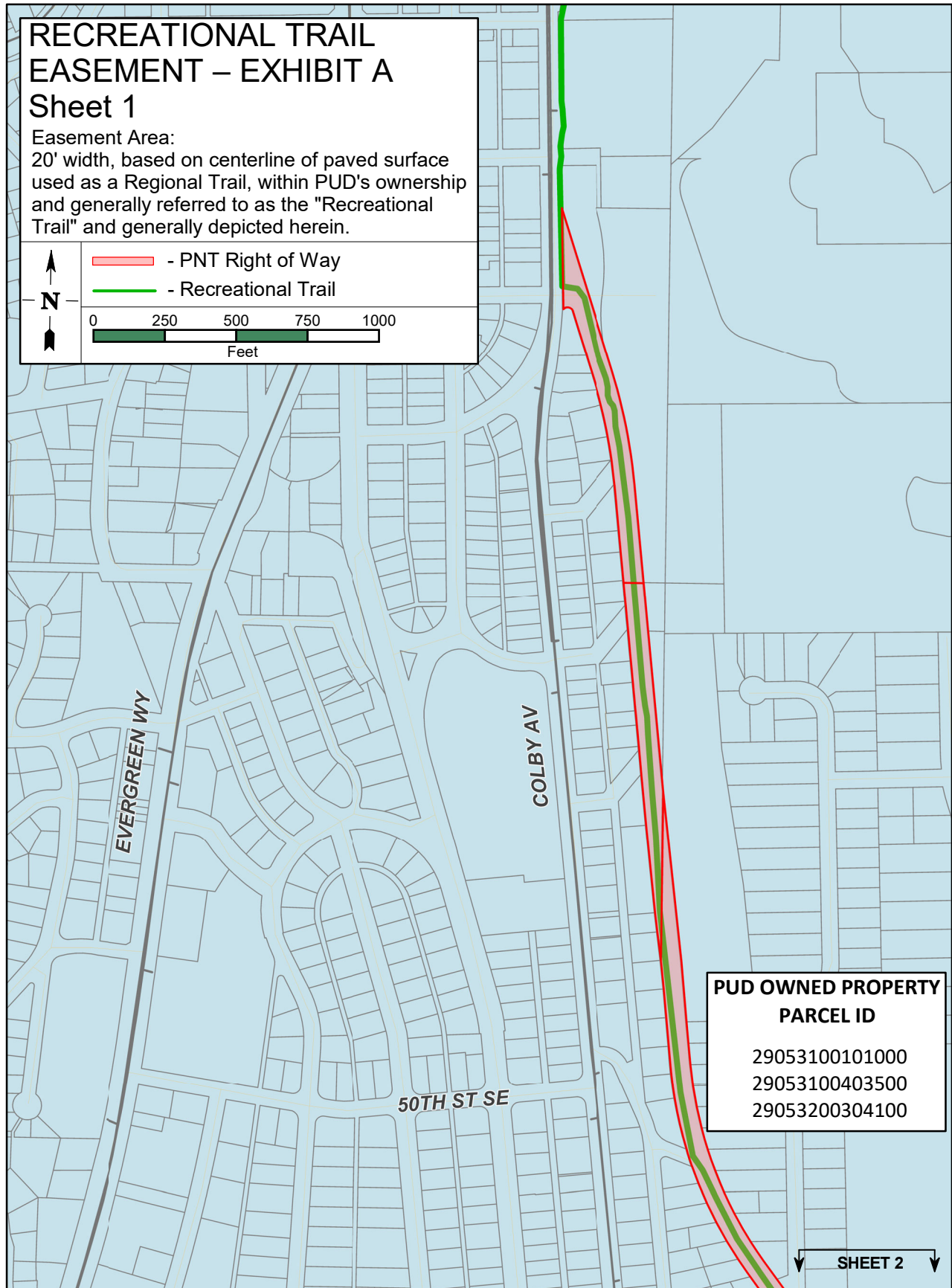
20' width, based on centerline of paved surface
used as a Regional Trail, within PUD's ownership
and generally referred to as the "Recreational
Trail" and generally depicted herein.



— - PNT Right of Way

— - Recreational Trail

0 250 500 750 1000
Feet



PUD OWNED PROPERTY PARCEL ID

29053100101000

29053100403500

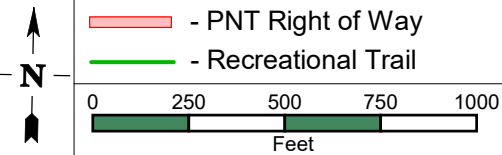
29053200304100

SHEET 2

RECREATIONAL TRAIL EASEMENT – EXHIBIT A Sheet 2

Easement Area:

20' width, based on centerline of paved surface used as a Regional Trail, within PUD's ownership and generally referred to as the "Recreational Trail" and generally depicted herein.



**PUD OWNED PROPERTY
PARCEL ID**

29053200304100
28050500204500
28050500204800

RECREATIONAL TRAIL EASEMENT – EXHIBIT A Sheet 3

Easement Area:

20' width, based on centerline of paved surface
used as a Regional Trail, within PUD's ownership
and generally referred to as the "Recreational
Trail" and generally depicted herein.



— - PNT Right of Way

— - Recreational Trail

0 250 500 750 1000
Feet

SHEET 2

MADISON ST

W CASINO RD

BROADWAY

SHEET 4

PUD OWNED PROPERTY

PARCEL ID

28050700105700

28050700400200

28050800206000

RECREATIONAL TRAIL EASEMENT – EXHIBIT A Sheet 4

Easement Area:

20' width, based on centerline of paved surface
used as a Regional Trail, within PUD's ownership
and generally referred to as the "Recreational
Trail" and generally depicted herein.

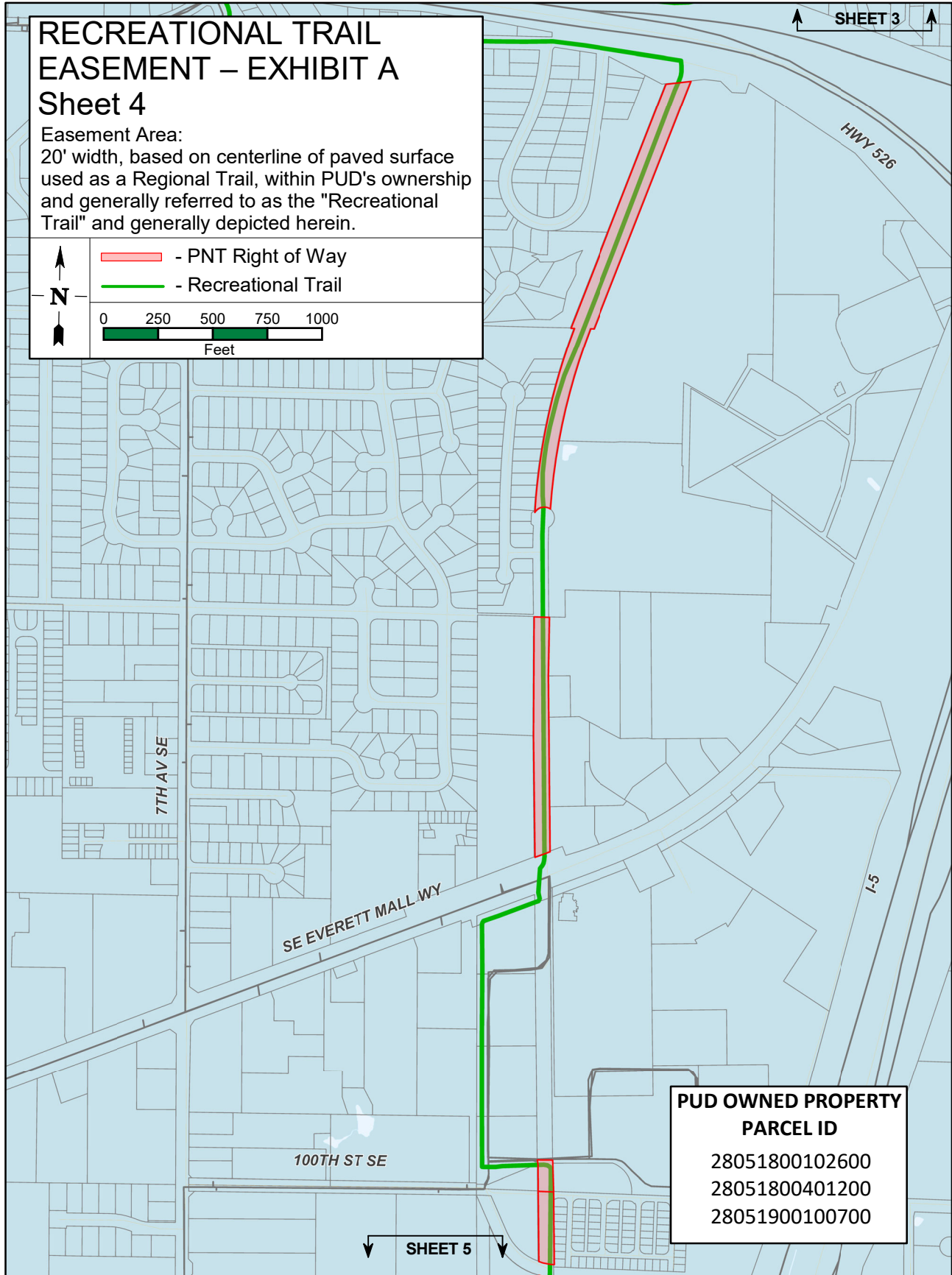


— PNT Right of Way

— Recreational Trail

0 250 500 750 1000
Feet

↑ SHEET 3 ↑



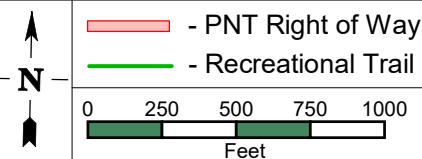
PUD OWNED PROPERTY PARCEL ID

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28051800401200
28051900100700

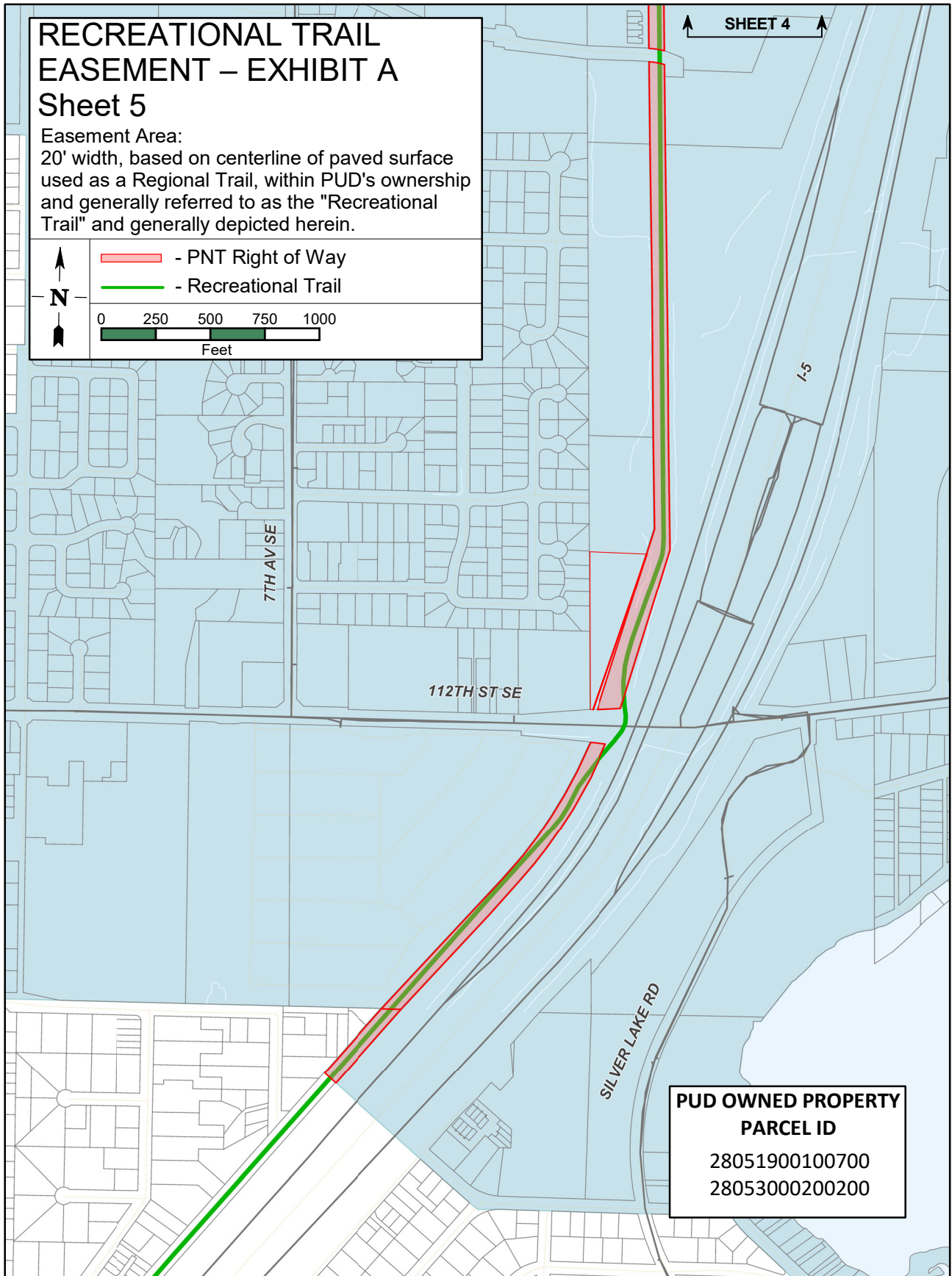
↓ SHEET 5 ↓

RECREATIONAL TRAIL EASEMENT – EXHIBIT A Sheet 5

Easement Area:
20' width, based on centerline of paved surface
used as a Regional Trail, within PUD's ownership
and generally referred to as the "Recreational
Trail" and generally depicted herein.



SHEET 4



PUD OWNED PROPERTY
PARCEL ID
28051900100700
28053000200200

Project title: EMOTE Professional Services Agreement

Council Bill # *interoffice use*

Agenda dates requested:

Briefing 4/24/24
Proposed action
Consent
Action 5/1/24
Ordinance
Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

EMOTE PSA

Department(s) involved:

Community Development

Contact person:

Julie Willie
Kembra Landry

Phone number:

425-257-7120

Email:

jwillie@everettwa.gov
klandry@everettwa.gov

Initialed by:

JW

Department head

Administration

Council President

Project: Emergency Mobile Opioid Team in Everett (EMOTE)

Partner/Supplier: Conquer Addiction PLLC DBA Conquer

Location: City-wide

Preceding action: N/A

Fund: Fund 155 - General Government Special Projects

Fiscal summary statement:

The City of Everett is set to receive \$500,000 in funding from state operating budget appropriations, passed through by the Association of Washington Cities (AWC) and the Health Care Authority (HCA), to fund a "Street Medicine Pilot Program" which will cover the operational expenses for the EMOTE program. The agreement for this funding, and the Fund allocation, will be presented to Council at a later date, upon receipt from the grantor.

Funds from the Opioid Settlement Fund (Fund 155) will support expenses until the AWC/HCA grant is received and will cover expenses for the program under the current Professional Services Agreement.

Project summary statement:

The Emergency Mobile Opioid Team in Everett (EMOTE) is intended to bring street level treatment to Everett's most vulnerable population. It will provide medicine, counseling, and peer support to Everett residents who are unable or choose to not interact with traditional office-based care.

EMOTE intends to increase the number of unhoused individuals who will receive addiction treatment, increase health insurance uptakes, reduce crisis interventions (emergency transfers, 911 calls, arrests, etc.), provide an alternative municipal response to drug use, and enable inpatient and outpatient treatment via telemedicine or transport.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the PSA with Conquer Addiction PLLC.



GRANT AGREEMENT FOR DELIVERY OF PROFESSIONAL SERVICES

This Grant Agreement for Delivery of Professional Services ("**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 Service Provider identified 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 payment (Exhibit B).

BASIC PROVISIONS	
Service Provider	Conquer Addiction PLLC DBA Conquer
	809 W Main St. STE C Monroe, WA 98271
	jacobg@conquerclinics.com
City Project Manager	Julie Willie
	City of Everett – Community Development 2930 Wetmore Ave, Suite 10A Everett, WA 98201
	jwillie@everettwa.gov
Brief Summary of Scope of Work	Provide mobile medicine, counseling and peer support to unsheltered Everett residents using opioids and synthetic narcotics.
Completion Date	December 31, 2024
Maximum Grant Amount	\$309,360.00

BASIC PROVISIONS	
Initial Service Provider Insurance Contact Information	State Farm
	360-799-3305
	Carolina.mendez.vadjbn@statefarm.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: No</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: No</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 payment (Exhibit B).

**CITY OF EVERETT
WASHINGTON**

CONQUER ADDICTION PLLC DBA CONQUER

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Jacob Grillo

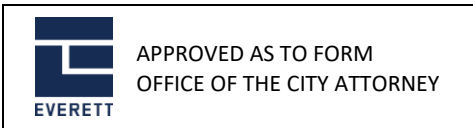
Signer's Email Address: jacobg@conquerclinics.com

Title of Signer: Mental Health Program Director

Date

ATTEST

Office of the City Clerk



ATTACHMENT
GRANT AGREEMENT FOR PROFESSIONAL SERVICES
(GENERAL PROVISIONS)

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.
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 the Work shall be completed by Completion Date stated in the Basic Provisions.
4. **Compensation and Reimbursement.**
 - A. Service Provider shall be paid such amounts and in such manner as described in Exhibit B.
 - B. Total compensation and reimbursement, including all services and expenses, shall not exceed the Maximum Grant Amount in the Basic Provisions.
 - C. Method of payment shall be as described in Exhibit B. All requests for payment should be sent to the City Project Manager Address in the Basic Provisions or to an address designated by the City Project Manager in writing.
5. **Property Purchased under this Agreement.**
 - A. In all cases in which property or equipment is acquired with funds under this Agreement is sold, such sale must be at fair market value and the proceeds of such sale shall be delivered to the City. In cases where the property or equipment is acquired partially with funds under this Agreement, sale proceeds shall be delivered to the City in proportion to the percentage of Agreement funds used to acquire the property or equipment.
 - B. At the completion of this Agreement, property or equipment acquired, in whole or in part, with funds under this Agreement shall be, at the option of the City: (a) transferred to the City, if purchased in whole with Agreement funds, (b) sold, with the proceeds of such sale delivered to the City as set forth in 5.A above, or (c) if requested by Service Provider, retained by Service Provider after compensating the City an amount equal to the current fair market value of the property or equipment, with credit against such amount in proportion to the percentage of non-Agreement funds used to acquire the property or equipment.
 - C. All property or equipment acquired, in whole or in part, with funds under this Agreement must be insured by Service Provider at 100% replacement value, and Service Provider shall provide evidence thereof at least annually or as otherwise required by the City. In the event of loss, insurance proceeds shall be delivered to the City in same manner as a sale under Section 5.A above.

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"). 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. 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 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 CGL and auto 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. This Section is subject to Health Insurance Portability and Accountability Act, as applicable.
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/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.

END OF GENERAL PROVISIONS

EXHIBIT A
GRANT AGREEMENT FOR PROFESSIONAL SERVICES
SCOPE OF WORK

I. Introduction

The Emergency Mobile Opioid Team in Everett (EMOTE) will meet patients where they are – physically, mentally and emotionally – and bring medicine, counseling and peer support to neighbors who have given up on traditional office-based care. By leveraging experience with both peer outreach and individualized approaches to treatment, EMOTE will:

- Increase the number of unhoused individuals receiving addiction treatment
- Increase health insurance uptake
- Reduce crisis interventions (emergency transfer, 911 calls, arrests)
- Provide an alternative municipal response to drug use
- Enable inpatient and outpatient treatment via telemedicine or transport

II. Program Summary

This scope of work outlines a pilot of the Emergency Mobile Opioid Team in Everett, which will introduce an innovative combination of street outreach, MOUD, and uncomplicated medical care that addresses the basic needs of our neighbors suffering from opioid addiction. The central pillars of this effort include:

- A. Providing in-person and telehealth opioid use counseling,
- B. Medication prescription for OUD and affiliated medical needs,
- C. Health services and harm reduction counseling,
- D. Referrals to primary care and MOUD providers, and
- E. Extensive coordination with services already providing care in Everett and surrounding areas.

The pilot is intended to last two years, with this Agreement covering until December 31, 2024.

III. Objectives

- A. Build Trust and Community Engagement
- B. Increase Access to Opioid Treatment
- C. Improve Health Outcomes
- D. Divert Care from Emergency Services
- E. Reduce the Consequences of Public Drug Use

IV. Scope

- A. Provide in-person and telehealth opioid use counseling. Patients will receive same day telemedicine, or in person visits where they are, or will be transported to an appointment for initial or follow-up appointments at Conquer Clinics, or the Swedish Edmonds Bridge Clinic.
- B. Patients will receive prescriptions for buprenorphine and medicines to treat affiliated needs, including skin infections and chronic conditions.
- C. Provide health education and harm reduction counseling via peer delivered advice.
- D. Make referrals to primary care and MOUD providers in Everett including at the SeaMar, CHC, and WSU at Providence clinics. Ideal Option, Conquer Addiction, Compass, Providence and numerous other providers can continue MOUD if patients prefer.
- E. Interface with existing and to-be-developed dispatch system linking the EMOTE service to community support team of city social workers, police and fire responders, as needed.
- F. Each person providing services under this scope must maintain any professional licensure necessary for those services. With respect to medical personnel, the City may require insurance in addition to the insurance requirements elsewhere in the Agreement. Medical services may not commence until Service Provider has all required medical-related insurance (malpractice/E&O) in place.
- G. To the extent applicable, the Service Provider will comply with HIPAA and all medical privacy laws. The parties will sign a HIPAA business associate agreement if either party so requests.

V. Timeline and Clinical Care

The EMOTE pilot is anticipated to last a minimum of two years. The first phase of the program will consist of building programmatic infrastructure, including acquiring, outfitting and branding a vehicle, hiring and training an SUD peer, and aligning insurance coverage with the goals of the service. Once established, the EMOTE team would begin with 5 day a week service with 1-2 days/week supported by an in-person provider (MD, PA-C, or ARNP) and the remainder of time with service provided by a certified peer counselor. Field shifts would be 4-6 hours in duration to account for setup and transportation. Peers would maintain an ongoing care panel of 10 patients in addition to the daily outreach tasks. Data review by City staff may occur every 3 months to provide ongoing process improvement.

VI. Evaluation of Impact

A comprehensive assessment of the impact of EMOTE will be undertaken quarterly, at a minimum, to identify its impact on community provided opioid addiction care, to provide ongoing process improvement, and to identify avenues for long term viability of the program.

We will contract with Collective Medical to use the Washington Emergency Department Information Exchange (EDIE) to safely track our prescriptions and repeat use. Base metrics will include:

- A. Number of Discrete Contacts
- B. Number of MOUD Prescriptions
- C. Number of Referrals to Community Partners
- D. Emergency Department Visits
- E. Billable Encounters

Derived metrics tracked will include:

- A. Contacts per Day
- B. Number of Patients Registering for Insurance
- C. Referrals per Patient
- D. Percentage of Peer Navigation Panel Housed

In addition to tracking these metrics, regular qualitative assessments will be undertaken by City Staff, so as to improve integration of the service into the community network of care for unhoused individuals in Everett.

VII. Budget Narrative

(For a full budget schedule of expenditures, refer to **Exhibit B** of the agreement.)

Connecting with the vulnerable population of fentanyl-using individuals who also struggle with access to housing and other social services will require an investment of personnel, infrastructure and relationships. By partnering with additional services while leveraging the success of established service providers and non-profits, we offer a budget that has cost savings built in due to clinical referrals and shared expenses. A core goal is to evaluate the viability of ongoing services beyond the pilot.

VIII. Management Plan

In performing services under this contract, the Service Provider shall also comply with the Management Plan approved by the City of Everett pursuant to Everett Municipal Code 19.08.200 or other law, as such Management Plan may be amended, and any conditions or other requirements executed by the City.

EXHIBIT B
GRANT AGREEMENT FOR PROFESSIONAL SERVICES
METHOD OF PAYMENT

The total amount to be paid by the City under this Agreement shall not exceed the Maximum Grant Amount (**\$309,360.00**). Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below and in accordance with performance.

In reliance upon the Service Provider's representations and warranties, and subject to the terms and conditions contained in this Agreement, the City hereby agrees to cause funds to be advanced to the Service Provider in a maximum amount equal to **Sixty-Five Thousand Dollars (\$65,000)**, solely for the purposes set forth in the Scope of Work attached to this Agreement and pursuant to the "Startup Expenses" listed below. The Service Provider must obtain approval from the City prior to any purchases with advanced payment funds and will submit sufficient backup documentation for any advanced payments purchases within 30 days of expenditure. With respect to the Vehicle purchase, the City: (1) reserves the right to make payment directly to the vehicle seller or by joint check, (2) obtains a security interest in the Vehicle in the amount of Agreement funds used for the Vehicle, and (3) reserves the right to be named as legal owner/lienholder on the vehicle title application and vehicle title. Effective upon purchase of the Vehicle, the Service Provider must have obtained the automobile liability insurance required under the General Provisions and must have obtained collision and comprehensive coverage for the Vehicle.

All other expenses will be incurred under the "Operational Expenses" listed below and will be paid on a reimbursement basis. Requests for reimbursement must be in the format acceptable to the City of Everett. Requests for reimbursement shall be submitted to the City no less than monthly following execution of this Agreement unless otherwise approved by the Community Development Director or designee.

Service Provider shall have the right to receive funds only pursuant to the terms and conditions of this Agreement.

PROGRAM BUDGET

STARTUP EXPENSES		
Vehicle	Itemized Expense	Sub Total
Vehicle Purchase	\$ 35,000.00	\$ 37,500.00
Vehicle Wrap	2,000.00	
Resources and Supplies	500.00	
Technology Support		
Tablets (2) with Cellular/Data Capability	\$1,000.00	\$ 2,650.00
Telephone	650.00	
Collective Medical Subscription	1,000.00	
Administrative		
Startup Office Supplies (Business cards, flyers, etc.)	\$600.00	\$ 24,850.00
Website Creation and Launch	1,000.00	

Legal Counsel	1,500.00	
E&O Insurance	6,000.00	
Medical Director	15,750.00	
TOTAL STARTUP EXPENSES		\$ 65,000.00

OPERATIONAL EXPENSES		
Vehicle Use	Monthly	Contract Total
Insurance	\$400.00	\$3,200.00
Gasoline	1,200.00	9,600.00
Vehicle Maintenance	250.00	2,000.00
Cleaning	50.00	400.00
TOTAL	\$1,900.00	\$15,200.00
Technology Support		
Cellular Plan	\$200.00	\$1,600.00
Telehealth Subscription	250.00	2,000.00
TOTAL	\$450.00	\$3,600.00
Medical Supplies		
Supplies (Gloves, Swabs, Pads, etc.)	\$250.00	\$2,000.00
Fentanyl Test Strips	1,000.00	8,000.00
TOTAL	\$1,250.00	\$10,000.00
Support Items		
Socks and Underwear	\$300.00	\$2,400.00
Resource Pamphlets	25.00	200.00
TOTAL	\$325.00	\$2,600.00
Provider Expenses		
Peer Counselor 1	\$8,960.00	\$71,680.00
Peer Counselor 2	8,960.00	71,680.00
0.2 FTE LIP	4,800.00	38,400.00
Malpractice Insurance for LIP	300.00	2,400.00
TOTAL	\$23,020.00	\$184,160.00
Administrative Expenses		
Business Management	\$600.00	\$4,800.00
Medical Services Director	1,750.00	14,000.00
Contingency	1,250.00	10,000.00
TOTAL	\$3,600.00	\$28,800.00
TOTAL OPERATIONAL EXPENSES		\$244,360.00
TOTAL BUDGET		\$309,360.00



City Council Agenda Item Cover Sheet

Project title: General Property Tax Levy Lid Lift Revenue Options Briefing

Council Bill # *interoffice use*

Agenda dates requested:

Briefing 04/24/24

Proposed action

Consent

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

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: 2024 General Levy Lid Lift ballot measure

Partner/Supplier:

Location:

Preceding action:

Fund: General Government Funds

Fiscal summary statement:

None

Project summary statement:

A briefing to present additional information regarding a general property tax levy lid lift that may be placed on a future ballot for voter approval.

Recommendation (exact action requested of Council):

Council to weigh in with preferred levy rate, to protect the quality of life and essential services provided by the city. Staff to bring back a potential ballot measure by May 1, 2024 for approval.

Apex Art and Culture Center



Photo courtesy of The Herald.



We expanded the stage. Lighting is original.



Abstract white lines of varying lengths and orientations intersecting to form a complex geometric pattern in the upper left quadrant of the image.

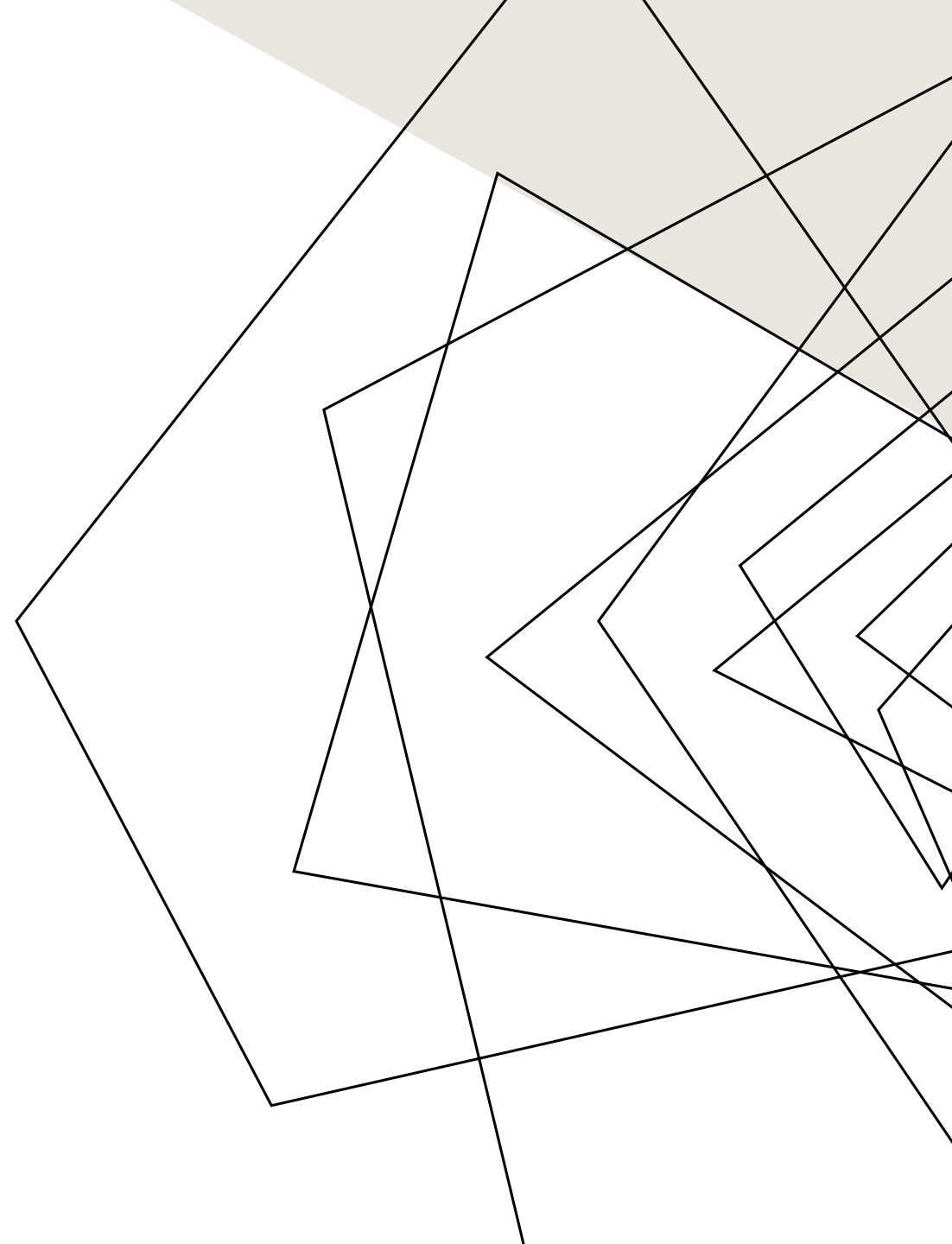
EMOTE:

**EMERGENCY MOBILE OPIOID
TREATMENT EVERETT**

WHY DO WE NEED EMOTE?

Our medical system consists of structural barriers to care that are especially relevant to patients who are underhoused, addicted to drugs, and who suffer from mental illness.

EMOTE removes barriers that block vulnerable individuals from receiving the best medical care.

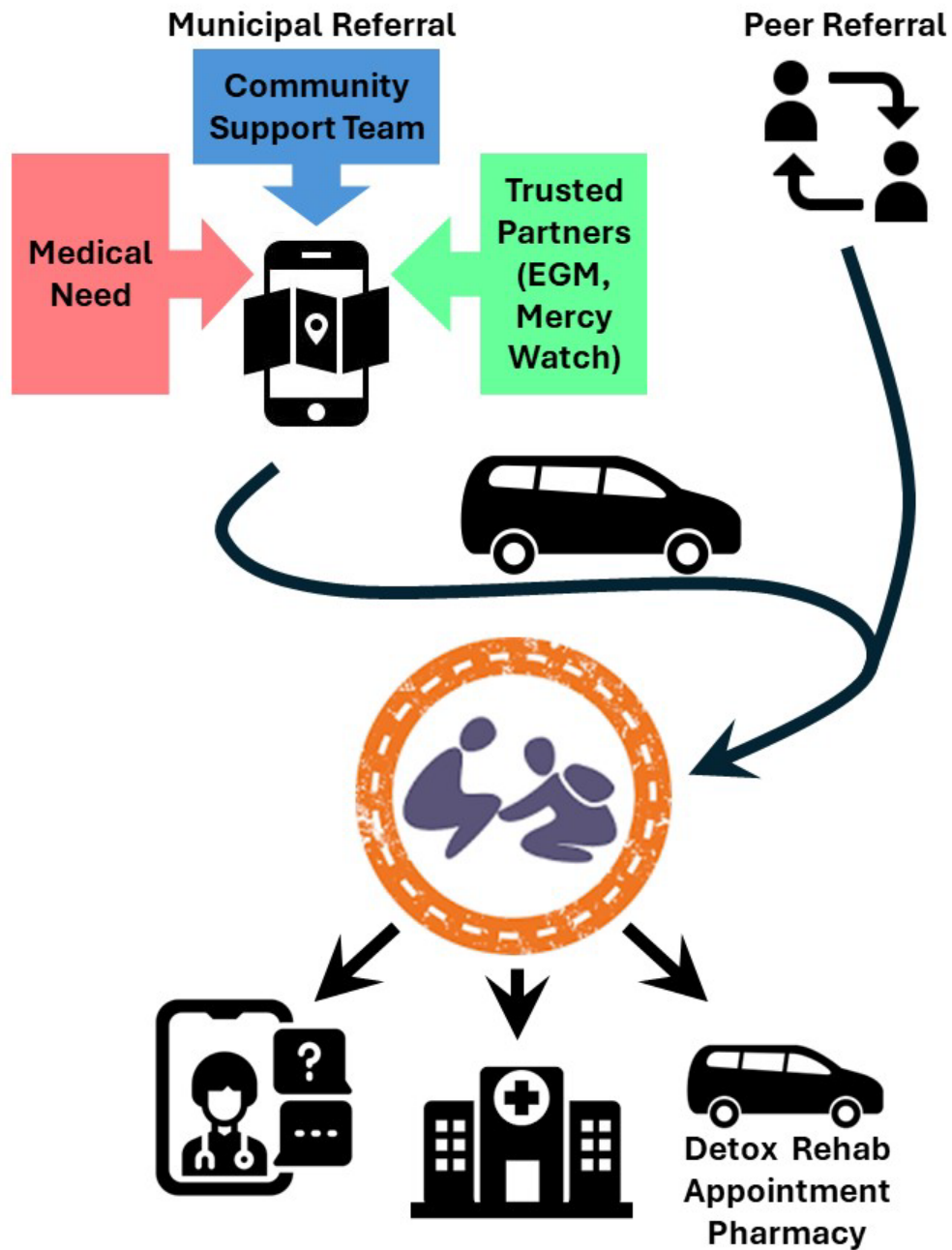




INDIVIDUALIZED MEDICAL TREATMENT INDEPENDENT OF MEDICALIZATION

Medication for Opioid Use Disorder (MOUD) is **the best way to treat fentanyl** addiction, but must overcome structural and emotional barriers to care.

Peer counselors help navigate around barriers, stigma and reluctance.



HOW WILL EMOTE WORK?

- Reliable Relationships
- Urgent Referrals
- Intervention on the Street
- Appropriate Handoffs
- Inter-Agency Partnership

FUNDING CATEGORIES

- **Employees:** Two peer counselors with lived experience to serve as primary community navigators and a nurse practitioner to facilitate treatment on the street
- **Technology:** Mobile-enabled tablets and phones to coordinate telehealth and dispatch
- **Vehicle:** Fuel efficient but large enough to transport belongings and offer a safe venue for telehealth appointments, if needed
- **Management:** Budget administration, insurance, oversight
- **Outcomes:** Real time quality improvement with metrics that can course correct and optimize services

OUR PARTNERS

- **Courage to Change:** Transports patients to detox or rehab and houses them at Nick's Place in between, if needed
- **Snohomish County Diversion Center:** temporary secure housing
- **Everett Gospel Mission:** shared commitment to non-judgemental service
- **Mercy Watch:** Two-way referral for clients needing street medicine care or addiction and mental health services
- **CONQUER CLINICS:** Contractor
 - Arranges administration, payroll, insurance and health services
 - Enables rapid deployment and service adjustment
 - Provides rapid access to counseling



ON HUMILITY

Unhoused and drug-addicted individuals endure life in an unimaginable context and may require creative approaches to care. Understanding systemic and individual obstacles, listening to clients and **involving caregivers with lived experience** is critical to transitioning from a pilot to self-sufficient program.



LOGISTICS

- **Site Plan(s)**
- **Permitting**
- **Referral System**

EMOTE will maximize treatment opportunities while minimizing the impacts on community businesses, residents and public spaces.

EMOTE IS...

Tom Robey, MD, PhD: Emergency Physician

Jacob Grillo, MBA, PA-C: Behavioral Health Agency Owner and Provider

Geoffrey Godfrey, ARNP: Behavioral Health Provider

Chris Jennings, EMT, CPC: Peer Navigator

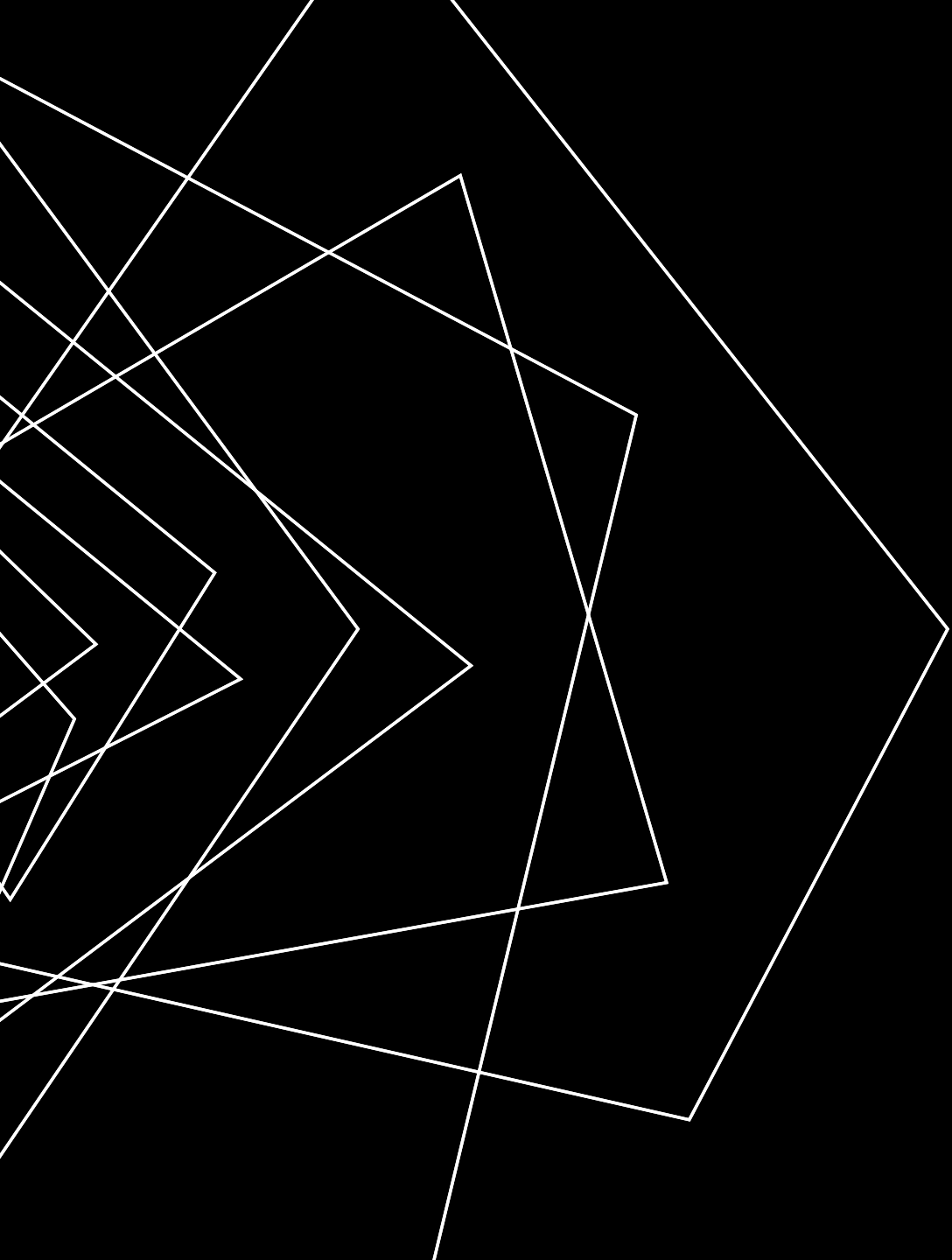
...

Key Partners:

Mike Kersey and Christina Anderson: Courage to Change

Julie Willie, Community Development Director

Kelli Roark, Community Support Manager



THANK YOU

Tom Robey
scienceandmedicine@gmail.com

City of Everett Levy Lid Lift Briefing

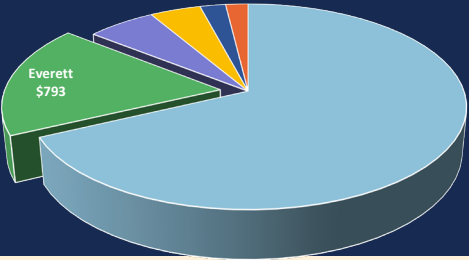
April 24, 2024

Discussion Status

- February 7: Council briefing
- March 20: Council briefing
- March 27: Council briefing
- April 3: Council briefing
- April 10: Council briefing
- April 17: Public Hearing
- **April 24: Council weigh in on specific preferred levy rate and uses**
- *May 1: proposed resolution to approve ballot measure language*

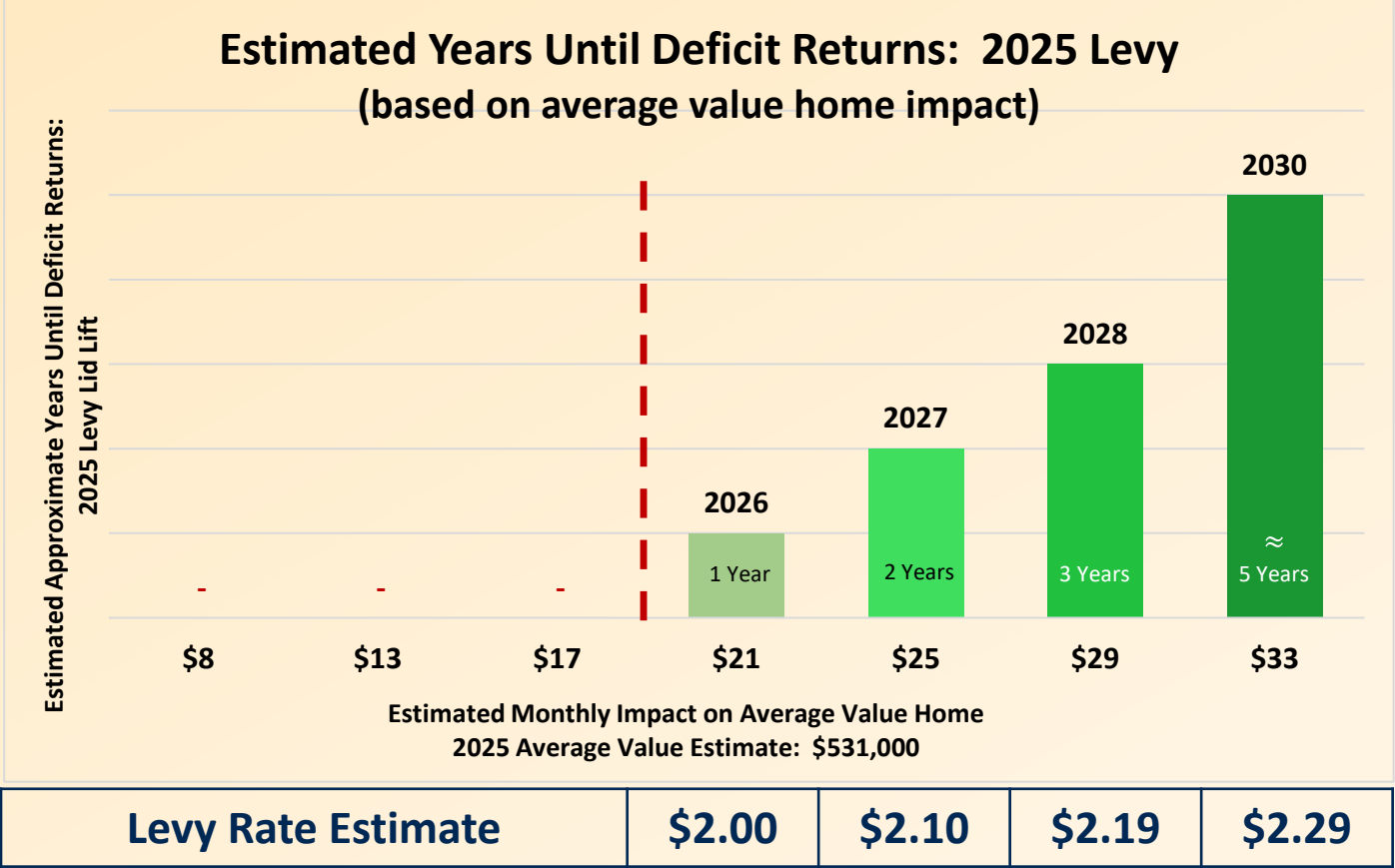


2024
Property Tax
Distribution



- Schools \$3,037
- Everett \$793
- County \$262
- Everett EMS \$195
- Port \$98
- RTA \$86

How much could this increase property taxes?



2024 Regular Levy Rate: \$1.52

Forecast Risks

- Assessed value for 2025 taxes comes in lower than projected
- Revenues do not meet projections
- Expenditures exceed projections



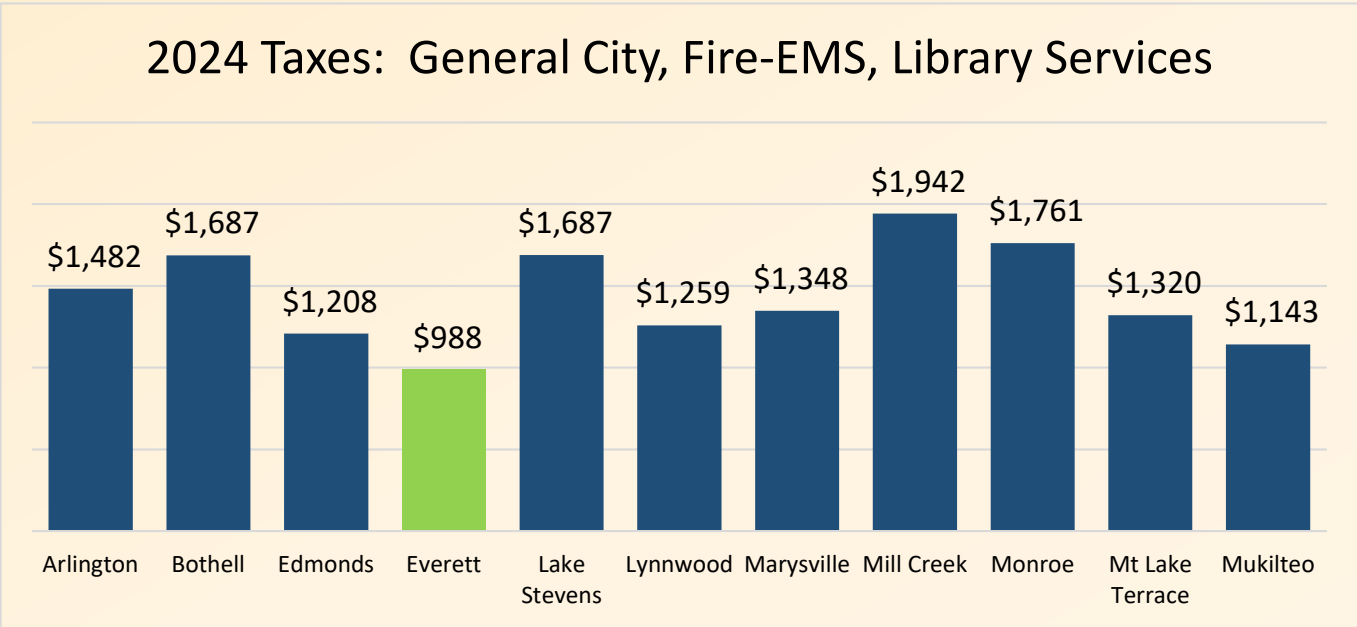
Comparison of Property Tax Levies for General City, Fire-EMS, and Library Services

Based on Average Value Home – 2024 Taxes

	Arlington	Bothell	Edmonds	Everett	Lake Stevens	Lynnwood	Marysville	Mill Creek	Monroe	Mt Lake Terrace	Mukilteo
Population	21,740	49,550	43,370	114,200	41,260	40,790	73,780	21,630	20,590	23,810	21,690
Average Value Home	\$ 467,800	\$ 806,200	\$ 895,700	\$ 520,600	\$ 589,500	\$ 613,800	\$ 489,200	\$ 863,700	\$ 591,500	\$ 596,600	\$ 814,000
Levy Rates	\$ 3.17	\$ 2.09	\$ 1.35	\$ 1.90	2.863	\$ 1.94	\$ 2.75	\$ 2.17	\$ 2.98	\$ 2.10	\$ 1.40
Fire Benefit Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66.50	\$ -	\$ 66.50	\$ -	\$ 66.50	\$ -

FAQs:

- What is the tax rate in similar cities?
- How does the City’s tax rate compare to other cities?
- What is the levy cap



Lid Lift Uses for Ballot Measure

What services will this levy lid lift maintain?

This ballot measure would prevent further reductions to important services like:



Example:

“If approved, this proposition would increase Everett’s levy rate to help fund parks, social services, the animal shelter, the library, street maintenance, the arts, community events, public safety and more.”

Council Discussion



From: JACK O'DONNELL <jc.odonnell@comcast.net>
Sent: Wednesday, April 24, 2024 8:35 AM
To: Alex Byrd; Yorik Stevens-Wajda; DL-Council; Cassie Franklin
Subject: [EXTERNAL] Clark Park gazebo

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 writing this in support of saving the gazebo in Clark Park. The century-old landmark was designed by Everett architect Benjamin Turnbull. His most visible works are the Commerce and Hodges buildings at the corner of Hewitt and Rockefeller avenues. Another of his designs is the Lych Gate at the old entrance of Evergreen Cemetery. Some years back a tree fell on it causing major damage. The Lych Gate was saved. And the Clark Park gazebo should be too.

I think the gazebo and proposed dog park could co-exist in the park. Some vague numbers have been shared about the cost of preserving the gazebo. I know of none on the dog park.

The gazebo has suffered in recent years to vandalism. Removing it will not solve the overlying problem of homelessness. I think of the pergola at Pioneer Square in Seattle and all it has endured, yet it stands as a landmark today. Similarly, the gazebo, in Bellingham's Elizabeth Park, not far from the city's downtown, lives on.

Finally, what kind of city destroys the most character-defining feature in its oldest park? This is a mistake. I would be embarrassed for my hometown if this tragedy occurred. Please work to save the Clark Park gazebo.

Sincerely,

Jack O'Donnell
1430 Rucker Avenue

From: Coach Jordan <jduious3000@gmail.com>
Sent: Wednesday, April 24, 2024 5:25 AM
To: DL-Council
Subject: [EXTERNAL] Public comment 2404-95

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.

These are my comments about agenda 4202-95, Thornton A. Sullivan park disc golf course improvement project.

Thank you Mayor Franklin and council members for taking the time to read this. My name is Jordan VanHollebeke and I'm a resident of Everett Washington. I would like to share my disc golf experience and how I think improvements to the Thornton A. Sullivan disc golf course would benefit the city of Everett.

I began playing disc golf about three years ago at T.A.S park and fell in love with the sport immediately. When starting out I had nobody to play with but quickly made friends with the player base at Silver Lake. Since then they have become my "Disc Golf Family", full of unique individuals from all walks of life. They have become a support system for me, and are positive role models for my 4 and 10 year old sons.

There are many benefits that can come from a T.A.S. disc golf course improvement project. Improving the course would allow organizers to hold more tournaments throughout the year which would provide a boost to local businesses. It creates volunteer opportunities which gives people a sense of accomplishment, bolsters city pride, and helps build community leaders. Disc Golf is a healthy activity for people of all ages, improving course will help promote physical and mental health. Disc Golfers are self sufficient people, we maintain the courses that we play on, pick up garbage and help make the parks look better. We increase foot traffic in unused corners of the park which helps deter encampments and other illicit activities. These are all reasons why I believe that improving Thornton A. Sullivan Disc Golf course will increase the quality of life for the players that use the course, local businesses, the Silver Lake neighborhood, and visitors that use the park.

I would also like to thank Everett Parks and Recreation for working with the disc golf community. They have been accessible to us if we had questions about the park and are always quick to respond. They are boots on the ground type and will come to the park and listen to the people to find out what's important to the community. They help make Everett a better place to live and set a higher standard for public service.

From: Bob Mayer <redchev1@comcast.net>
Sent: Monday, April 22, 2024 4:48 PM
To: DL-Council; Alex Byrd; Cassie Franklin; Yorik Stevens-Wajda
Subject: [EXTERNAL] Clark Park Gazebo
Attachments: Clark Park Cannon in Storage 2014.JPG

Follow Up Flag: Follow up
Flag Status: Completed

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 a lifelong resident of Everett with an interest and appreciation for Everett history and our historic places. I don't live in the neighborhood of the park but as a citizen who often attends activities in our downtown core I am very concerned about the criminal activity that we see downtown.

I am writing to express my opinion on the proposed removal and/or demolition of the historic gazebo at Clark Park. To me it sounds like the city is reacting to the desire of a few people to "do something" to reduce criminal activity there.

I don't see how this would help Everett's drug and crime problem. I do agree that increasing legitimate uses of the park by the addition of a dog park would help the situation. I support the compromise of building a new dog park area and leaving the gazebo in place.

I have heard that there are three proposed solutions for the gazebo.

- 1) Demolish gazebo and replace with a large dog park which is unacceptable to me.
- 2) Leave gazebo in place and add a smaller dog park. I heard that the cost of repairing the gazebo was estimated to be higher than the cost of building a new house. Seems like this estimate was done to discourage selection of this solution.
- 3) Remove and store the gazebo somewhere until a new home can be found. I don't believe that Everett has a great track record of doing this. Many years ago there was an historic cannon at Clark Park. For whatever reason it was removed and stored by the city. About ten years ago a group of us were shown the cannon which had not been protected from the elements and was allowed to deteriorate and rot away. I have attached a photo taken back then when it was stored at Legion Park. For all I know it is still there unless it has been hauled away to the recycler.

Please remember that Clark Park is a city park, not an exclusive neighborhood park and all Everett citizens should have a voice. I would like to see a dog park added and the gazebo remain in place with just a minimum spent to take care of safety concerns until more funds are available. If you demolish the gazebo now, that history will be gone forever.

Thank you,

Robert Mayer
Everett, WA



From: [Sherry](#)
To: [Angela Ely](#)
Subject: Re: [EXTERNAL] Gazebo!! SAVE CLARK PARK GAZEBO!
Date: Wednesday, April 24, 2024 2:55:20 PM
Attachments: [image003.png](#)

Thank you, too, Angela! I'm all about preservation and keeping the old things that make this city a family-oriented place to live. I'm sure dogs and gazebos can co-exist peacefully. I'd rather my tax dollars go into saving a simple gazebo, than decimating the land for another Soviet-style apartment building.

Sherry Steele

Wednesday, April 24, 2024 at 09:23:31 AM PDT, Angela Ely <aely@everettwa.gov> wrote:

Category 2: Sensitive information

Thank you for your email. I will submit it as written comment for the record at this evenings 24 Council meeting. I will also share with staff.

Sincerely,

Angela



Angela Ely

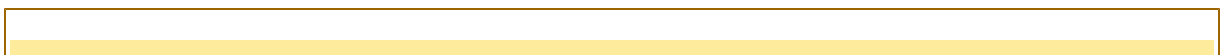
Executive Assistant | Everett City Council

425.257.8703 | 2930 Wetmore Ave, Ste 9A, Everett, WA 98201

[everettwa.gov](#) | [Facebook](#) | [Twitter](#)

Category 2: For official use only / disclosure permissible by law.

From: Sherry <steel75642@aol.com>
Sent: Tuesday, April 23, 2024 2:08 PM
To: Alex Byrd <AByrd@everettwa.gov>
Subject: [EXTERNAL] Gazebo!! SAVE CLARK PARK GAZEBO!



From: Sherry <steel75642@aol.com>
Sent: Tuesday, April 23, 2024 2:08 PM
To: Alex Byrd
Subject: [EXTERNAL] Gazebo!! SAVE CLARK PARK GAZEBO!

Follow Up Flag: Follow up
Flag Status: Completed

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.

SAVE CLARK PARK GAZEBO!!!

Sherry Steele
3111 Norton Avenue, Unit D
Everett WA 98201

From: Margaret Riddle <theriddles@msn.com>
Sent: Sunday, April 21, 2024 6:39 PM
To: abyrd@everettwagov; Yorik Stevens-Wajda; DL-Council; Cassie Franklin; Andrea Tucker; (null) dramstad41
Subject: [EXTERNAL] CLARK PARK GAZEBO

Follow Up Flag: Follow up
Flag Status: Completed

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.

Friends,

I'm writing in support of the Everett Historical Commission's compromise plan to save the Clark Park Gazebo, a plan supported by Historic Everett and many others in the community.

As stated:

"Build the dog area incorporating the Gazebo to activate the space and seek local or national grants for restoration."

In the 1970s I worked with David Dilgard and the Everett Planning Department to draw up the city's first list of heritage properties and Clark Park with its Gazebo was recognized at that time. Times then were economically hard but recognizing and saving Everett historical properties was considered part of the solution and not the problem.

Today we have new challenges, but I feel the same things still apply. This plan would not only keep the Gazebo and provide a dog park but also better deal with the problem at hand.

Margaret Riddle
4715 Greely St.
Everett, 98203
Historian Everett Public Library 1977-2008
Past Board Member of Historic Everett
Presently Staff Historian, HistoryLink.org, the Online Encyclopedia of Washington History

From: [Angela Ely](#)
To: [Marista Jorve](#); [David Hall](#); [Jennifer Gregerson](#)
Cc: [DL-Council](#)
Subject: FW: [EXTERNAL] Item# 18
Date: Wednesday, April 24, 2024 6:05:27 PM

Category 2: Sensitive information

Could you please submit the email below as written comment for the record tonight?

Thanks!
Angie

Category 2: For official use only / disclosure permissible by law.

From: Sara Steuben <sarasteuben@gmail.com>
Sent: Wednesday, April 24, 2024 5:56 PM
To: DL-Council <Council@everettwa.gov>
Subject: [EXTERNAL] Item# 18

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,

My name is Sara Steuben and I from Lowell neighborhood and I support Councilmember Rhyne's proposal to add \$100K to support our neighborhoods.



EVERETT CITY COUNCIL Public Comment Form

Thank you for being here today. Please fill out this form to speak at the council meeting.

State your name and city of residence when you begin speaking. Each person is asked to limit comments to three minutes. This allows everyone a fair opportunity to speak. Return this form to the council administrator before the meeting begins.

All comments must be relevant and delivered to the Council as a whole in a respectful manner. The following comments are not allowed:

- Comments on any kind of campaigning, whether for or against ballot measures or candidates running for office
- Comments advertising any product
- Comments focused on personal matters that are unrelated to City business

You can also submit a comment and attend meetings online at everettwa.gov/city-council. 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: 4/24/24

NAME (required): Randy Stimpson

CITY (required): Mukilteo ZIP (required): 98275

EMAIL (optional): randy.stimpson@gmail PHONE (optional): 8425-327-7738

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: Opiate Crisis



EVERETT CITY COUNCIL Public Comment Form

Thank you for being here today. Please fill out this form to speak at the council meeting.

State your name and city of residence when you begin speaking. Each person is asked to limit comments to three minutes. This allows everyone a fair opportunity to speak. Return this form to the council administrator before the meeting begins.

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

DATE: 4.24.24

NAME (required): Andrea Tucker

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

EMAIL (optional): _____ PHONE (optional): (425) 870-1069

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 #: 18

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



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: April 24, 2024

NAME (required): JEAN SATTI - HEWAT

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 #: 18

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

