



Everett City Council Preliminary Agenda
6:30 p.m., Wednesday, May 1, 2024
City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: April 24, 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 \$3,145,981.96 For The Period Ending April 13, 2024 Through April 19, 2024.

Documents:

[RES CLAIMS PAYABLE APR 13, 2024 - APR 19, 2024.PDF](#)

(2) Adopt Resolution Authorizing Electronic Transfer Claims Against The City Of Everett In The Amount Of \$8,896,020.86 For The Period Of March 1, 2024 Through March 31, 2024.

Documents:

[EFT COUNCIL RESOLUTION 2024-3.PDF](#)

(3) Authorize The Mayor To Sign The Amendment For Agreement AQVWTRAN-1921-CiEvTS-00012 With The Department Of Ecology.

Documents:

[DOE_AMEND NO. 2_TRANSIT GRANT.PDF](#)

(4) Authorize The Mayor To Sign The Professional Services Agreement With HDR Engineering, Inc. For The Lexington-Broadway Stormwater Improvements Project In The Amount Of \$877,460.

Documents:

[HDR-LEXINGTON-BROADWAY STORMWATER IMP-PHASEI-PSA.PDF](#)

(5) Authorize The Mayor To Sign All Necessary Documents And Agreements With The National Insurance Crime Bureau, Acceptance, And Utilization Of Permanent Donation Agreement For A Hyundai In The Amount Of \$1.00.

Documents:

[NICB VEHICLE DONATION.PDF](#)

PROPOSED ACTION ITEMS:

(6) CB 2404-98 – 2nd 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](#)

(7) CB 2404-99 – 2nd 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:

(8) Authorize The Mayor To Sign The Professional Services Agreement With Conquer Addiction PLLC.

Documents:

[EMOTE PSA_CS.PDF](#)

(9) Adopt A Resolution Providing For The Submission Of A Proposition On The August 6, 2024 Ballot Authorizing The City To Levy Regular Property Taxes In Excess Of The Limitations Of Chapter 84.55 RCW; And Appointing Three Members Each To The Voters Pamphlet Pro And Con Committees.

Documents:

[REVENUE OPTIONS.PDF](#)

TABLED BILL/ORDINANCE:

(10) CB 2404-97 – 3rd & Final Reading - Adopt An Ordinance Approving The Appropriations Of The 2024 Revised City Of Everett Budget As Amended On April 24, 2024 And Amending Ordinance No. 3983-23.

Documents:

[CB 2404-97.PDF](#)

COUNCIL BRIEFING AGENDA: (This Item Comes Before The City Council Serving As A Council Committee Of The Whole And Is Likely To Be Scheduled At A Future Meeting.)

BRIEFING AND ACTION ITEM:

(11) CB 2404-01 – 1st Reading - Adopt Ordinance Relating To Amendments To City's Procurement Policy, Amending Ordinance 3781-20. (3rd & Final Reading 5/15/24)

Documents:

[CB 2404-01.PDF](#)
[PROCUREMENT POLICY 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.

CONTACT THE COUNCIL

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

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

The City of Everett does not discriminate on the basis of disability in the admission or access to, or treatment in, its programs or activities. Requests for assistance or accommodations can be arranged by contacting the Everett City Council Office at 425.257.8703. For additional information, please visit

our website at <https://www.everettwa.gov/3129/American-Disabilities-Act-ADA-and-Title->.

Council President

RESOLUTION NO. _____

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

That the claims made by electronic transfer against the City of Everett for the month March 1 through March 31 2024, having been audited, be and the same are hereby approved, and the proper officers are hereby authorized and directed to charge claims made by electronic transfer against the proper funds in payment thereof, as follows:

<u>Fund</u>	<u>Department</u>	<u>Amount</u>
002	General Fund	238,473.89
101	Park	39,868.25
110	Library	7,623.92
112	Community Theater	3,410.44
119	Public Works - Street Imp	400.30
120	Streets	11,408.86
126	Moter Vehicle/Equip Repl	191.21
145	ESCROQ	250.00
146	Parking Lot Reserve	5,729.93
148	Municipal Art Fund	330.89
151	Animal Reserve	16,494.36
152	Library Reserve	2,323.49
153	EMS	29,739.49
155	Gen Gov Spec Proj	6,698.96
156	Criminal Justice	16,268.10
162	Capital Reserve	9,606.39
197	CHIP	216.83
401	Utilities	371,903.14
402	Solid Waste Utility	921.96
425	Transit	51,570.29
430	Everpark Garage	1,531.34
440	Golf	162,176.06
501	Transportation Services	111,331.05
503	Self-Insurance Fund	300,133.77
505	Computer Reserve Fund	4,182.17
507	Telecom	9,226.55
508	Health Benefits Reserve	1,187,286.96
637	Police Pension	133,855.47
638	Fire Pension	108,024.15
661	Payroll Withholding	6,062,860.21
670	Custodial Funds	1,982.43

TOTAL CLAIMS

BY ELECTRONIC TRANSFER 8,896,020.86

Councilmember Introducing Resolution

Passed and approved this ____ day of _____, 2024

Council President

Project title: Department of Ecology grant amendment for diesel bus replacement and charging infrastructure

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 05/01/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Grant amendment

Department(s) involved:

Transit

Contact person:

Melinda Adams

Phone number:

425-257-8915

Email:

madams@everettwa.gov

Initialed by:

MAA

Department head

Administration

Council President

Project: Grant for charging infrastructure and to replace diesel buses with electric

Partner/Supplier: Washington State Department of Ecology

Location: City of Everett

Preceding action: AQVWTRAN-1921-CiEvTS-00012 for \$1,634,000

Fund: 425/Transit

Fiscal summary statement: There is no financial impact with this grant amendment.

Project summary statement:

This amendment will extend the grant agreement from 6/30/2024 to 6/30/2025. Supply chain issues have led to a delay in the installation of the charging infrastructure and an extension is needed. Under the current grant agreement, the City will receive \$1,634,000 from the Department of Ecology for matching funds to a federal grant to replace 8 diesel buses with electric buses and to install inductive charging infrastructure.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the amendment for agreement AQVWTRAN-1921-CiEvTS-00012 with the Department of Ecology.



AMENDMENT NO. 2
TO AGREEMENT NO. AQVWTRAN-1921-CiEvTS-00012
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
City of Everett Transportation Services

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Everett Transportation Services (RECIPIENT) for the Transit Bus Replacement (PROJECT).

The purpose of this amendment is to extend the end date of this agreement from 6/30/2024 to 6/30/2025 to accommodate delay in installing inductive chargers and bus acquisition.

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

Expiration Date:

Original: 06/30/2024 Amended: 06/30/2025

CHANGES TO THE BUDGET

Funding Distribution EG200015

Funding Title: Volkswagen Federal Settlement

Funding Type: Grant

Funding Effective Date: 05/15/2019

Funding Expiration Date: 06/30/2025

Funding Source:

Title: General Fund Private-Local Volkswagen Settlement

Fund: FD

Type: State

Funding Source %: 100%

Description: VW Federal Settlement Phase 1

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

Volkswagen Federal Settlement	Task Total
Scrap and Replace eight (8) diesel transit buses.	\$ 1,375,000.00
Installation of Electric Charging Infrastructure	\$ 259,000.00

Total: \$ 1,634,000.00

CHANGES TO SCOPE OF WORK

Task Number: 1 **Task Cost: \$1,375,000.00**

Task Title: Scrap and Replace eight (8) diesel transit buses.

Task Description:

Under this project the RECIPIENT will purchase eight (8) all-electric transit buses to replace eight (8) 2006 or older engine model year diesel powered transit buses.

The RECIPIENT must permanently disable AND scrap old buses. This requires a 3-inch hole cut in the engine block and destruction of the chassis. A Certificate of Destruction form to assist with this is available in the EAGL system.

The RECIPIENT will submit the buses order to Ecology upon placing the order.

The RECIPIENT will make full payment for the bus, submit all invoices and destruction documents, and complete Task 2 in order to receive payment.

ECOLOGY reserves the right to grant a one-time extension of this grant for a period of one year.

Task Goal Statement:

The goal of this project is to reduce diesel exhaust air pollution by replacing eight (8) 2006 or older engine model year diesel transit buses with eight (8) new all-electric transit buses.

Task Expected Outcome:

Eight (8) old diesel transit buses replaced with eight (8) all-electric new transit buses.

Recipient Task Coordinator: Melinda Adams

Deliverables

Number	Description	Due Date
1.1	Under this project the RECIPIENT will purchase eight (8) new zero-emission all-electric transit buses to replace eight (8) 2006 or older engine model year diesel powered transit buses. Upon placing the bus orders, the RECEIPIENT will submit the orders to ECOLOGY.	06/30/2021
1.2	The RECIPIENT will make full payment for the new buses and submit to ECOLOGY all invoices in order to receive payment.	06/30/2025
1.3	The RECIPIENT will provide destruction documents, including photos of destruction, in order to receive payment for the new bus.	06/30/2025

CHANGES TO SCOPE OF WORK

Task Number: 2 Task Cost: \$259,000.00

Task Title: Installation of Electric Charging Infrastructure

Task Description:

Provide electric charging infrastructure to charge new transit buses.

The RECIPIENT will provide charging infrastructure prior to receiving any reimbursement from ECOLOGY. The RECIPIENT will notify ECOLOGY when the infrastructure has been installed. The verification email must include the date of infrastructure installation and a photo of the installed infrastructure.

The RECIPIENT will complete Task 1, make full payment for the charging infrastructure, and submit all invoices in order to receive payment.

Task Goal Statement:

Provide sufficient electric charging infrastructure.

Task Expected Outcome:

The ability to charge the transit buses.

Recipient Task Coordinator: Melinda Adams

Deliverables

Number	Description	Due Date
2.1	The recipient will make full payment for the charging infrastructure and submit all invoices in order to receive payment.	06/30/2025

2.2	The RECIPIENT will verify by email, including photos, that charging infrastructure has been installed.	06/30/2025
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Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Volkswagen Federal Settlement	0 %	\$ 0.00	\$ 1,634,000.00	\$ 1,634,000.00
Total		\$ 0.00	\$ 1,634,000.00	\$ 1,634,000.00

AUTHORIZING SIGNATURES

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

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

This amendment will be effective 04/01/2024.

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

Washington State
Department of Ecology

City of Everett Transportation Services

Ecology will gather signatures using DocuSign.

By: _____
Kathy Taylor
Date
AQVW
Program Manager

By: _____
Melinda Ann Adams
Date
Program Manager

City of Everett

Cassie Franklin, Mayor
Date

Approved as to Form:

Tim Benedict, Deputy City Attorney
Date

Attest:

Marista Jorve, City Clerk

Date

Template Approved to Form by
Attorney General's Office

Project title: Lexington-Broadway Stormwater Improvements-Phase 1

Council Bill #

Project: Lexington-Broadway Stormwater Improvements-Phase 1

Partner/Supplier: HDR Engineering, Inc.

Agenda dates requested:

Location: Lenora Ave in the vicinity of 1st Ave to 3rd Ave and adjacent parcel

Briefing
Proposed action
Consent 05/01/24
Action
Ordinance
Public hearing
Yes ☒ No

Preceding action: Plans and Systems Ordinance Lexington Drainage (CB2206-19)
Authorization to sign Lexington-Broadway Drainage Improvements
PSA with HDR ([10-5-22](#)) (Preliminary Design)

Fund: Fund 336 – Water & Sewer System Improvements Fund

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Lexington-Broadway
Stormwater Improvements-
Phase 1 PSA contract.

Fiscal summary statement:

The total contract amount of \$877,460 will be funded by surface water utility funds (Fund 401). This contract is for the completion of design of the first phase of a project for which preliminary design was completed with substantial funding from a Washington Department of Ecology grant. A grant request has been submitted for construction of the Phase 1 project. Construction will not move forward without receiving those grant funds. Due to the requirements of the grant the City must fully fund this design phase.

Department(s) involved:

Public Works

Contact person:

Souheil Nasr

Phone number:

425-257-7210

Email:

snasr@everettwa.gov

Project summary statement:

This contract is for final design of Phase 1 of the Lexington-Broadway Stormwater Improvements project. Preliminary design of the entire multi-phase project was completed in September 2023. This phase consists of constructing a regional stormwater treatment facility at the corner of Lenora St and Zillah St, and approximately two blocks of stormwater pipe replacement associated with the facility. This work is the first step toward future phases which address flooding issues on South Broadway and Lexington Avenue. Once all phases of the project are complete the treatment facility will treat runoff from approximately 250 acres of currently untreated land.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with HDR Engineering, Inc. for the Lexington-Broadway Stormwater Improvements Project in the amount of \$877,460.

Initialed by:

RLS

Department head

Administration

Council President



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") is effective as of the date of the Mayor's signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the 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	HDR Engineering, Inc.
	929 108th Ave, Suite 1300 Bellevue, WA 98001
	Cindy.kinzer@hdrinc.com
City Project Manager	Erik Emerson
	City of Everett – Public Works 3200 Cedar Street Everett, WA 98201
	eemerson@everettwa.gov
Brief Summary of Scope of Work	Lexington-Broadway Stormwater Improvements-Phase 1
Completion Date	December 31, 2025
Maximum Compensation Amount	\$877,460

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Kevin Bromberg
	425-450-7146
	Kevin.bromberg@hdrinc.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>
Agreed Amendments to General Provisions	<p>The attached General Provisions are amended as follows:</p> <p>The following is inserted after the first sentence of <u>Section 2</u>: “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.”</p> <p>The first sentence of <u>Section 10</u> is replaced with the following sentence: “To the extent of Service Provider’s negligence, breach of this Agreement, violation or law, or willful misconduct, and except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any 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.”</p> <p>The definition of Claims in <u>Section 10</u>-is replaced with the following: “(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 whether</p>

	the damage alleged is bodily injury, damage to property, or other type of event or theory of recovery.”
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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**

HDR ENGINEERING, INC.

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Rob Berman

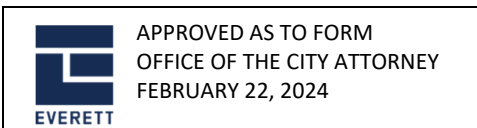
Signer's Email Address: rob.berman@hdrinc.com

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. 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.**
 - 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 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.

20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
 - A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
 - B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at

<https://www.epls.gov/epls/search.do>. Service Provider shall keep proof of such verification within Service Provider records.

32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

**END OF GENERAL PROVISIONS
(v.071423.1)**

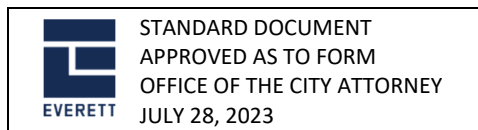


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)



City of Everett Lexington-Broadway Stormwater Improvements Phase 1 Design

Scope of Services

April 3, 2024



**929 108th Avenue NE
Suite 1300
Bellevue, WA 98004-4361
(425) 450-6200**

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EXHIBIT A

SCOPE OF SERVICES

Background

Lexington-Broadway Stormwater Improvements preliminary design was completed in August 2023. Final design and construction will be completed in phases to allow for offline construction of the treatment facilities, to mitigate construction impacts to the community, and to proportion construction costs and plan budget expenditures. Project phasing is summarized below:

1. Phase 1 work includes stormwater conveyance piping in Lenora Street, pretreatment structures in Zillah Street, and a regional stormwater treatment facility on property at the Lenora Street/Zillah Street intersection. Refer to Figure 1 for the Phase 1 design limits.
2. Future Phase 2 work includes stormwater conveyance piping in Lenora Street beneath the Burlington Northern Santa Fe (BNSF) railroad crossing and construction of a new stormwater outfall to the Snohomish River, located within Riverfront Park.
3. Future Phase 3 and Phase 4 work includes the stormwater conveyance and collection system in 3rd Avenue, Lowell Road, 52nd Street, Broadway, Commercial Avenue, and Lexington Avenue.

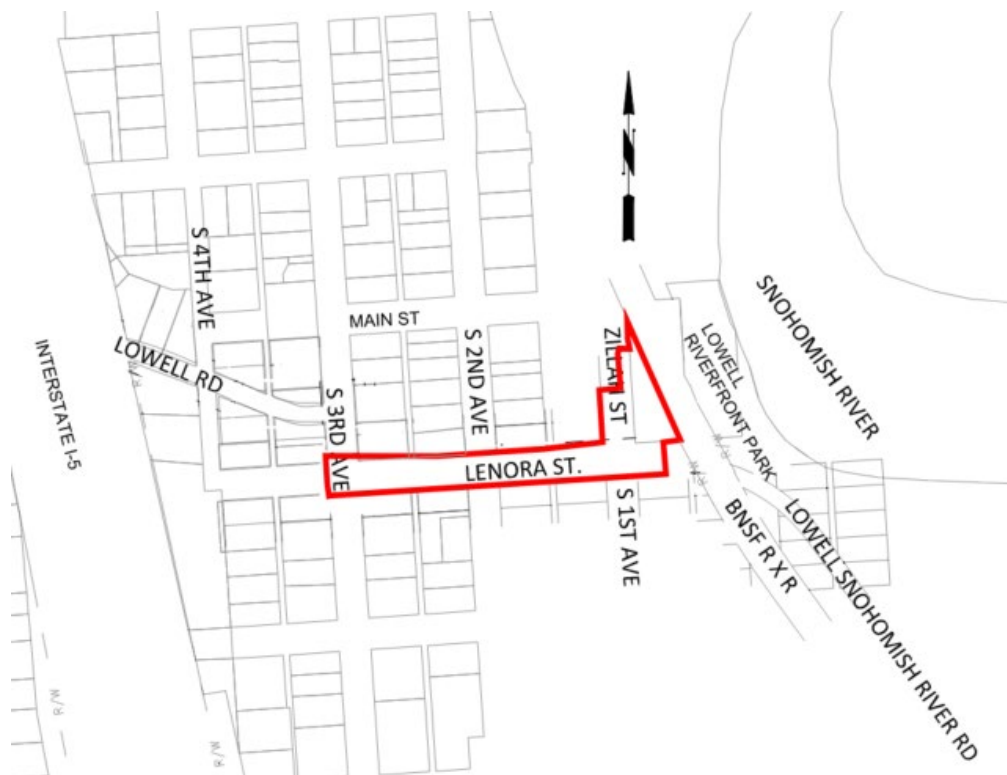


Figure 1. Lexington-Broadway Stormwater Improvements Phase 1 location

Objective

The Lexington-Broadway Stormwater Improvements Phase 1 (Project) contract objectives are to provide the following services to the City of Everett (City):

1. Provide Phase 1 design services.
2. Prepare land use and environmental permit applications in support of Phase 1 work.
3. Prepare land use and environmental permitting services in support of the future Phase 2 final design.

General Assumptions

The project will be conducted according to the following assumptions:

1. The project duration will be 12 months following receipt of Notice to Proceed (NTP).
2. The City will provide utility notices and coordination for service connections and for relocations.
3. The preliminary design concept plan, data, and information may be used without significant revisions.
4. Deliverables will be provided in electronic format and delivered via email and/or SharePoint (cloud-based server) unless otherwise noted in tasks/subtasks.
5. Workshops and meetings will be conducted via the Microsoft Teams virtual platform, unless specifically noted otherwise in the task/subtask assumptions.
6. Travel time, travel expenses (mileage and meals), and printing costs will be reimbursed and are covered under the respective task/subtask for that work.

Scope of Services

Task 100 Project Management

Objective

The objective of this task is to monitor, control, and adjust scope, schedule, and budget and to provide monthly status reporting, accounting, and invoicing.

Consultant Services

HDR Engineering, Inc. (Consultant) will provide the following services.

1. Conduct project initiation, record keeping, and project closeout activities.
2. Prepare the following upon receipt of a Notice to Proceed (NTP):
 - A. Project Management Plan (PMP) outlining the project scope, team organization, schedule, staffing plan, communications information, and Quality Management Plan (QMP)

- B. Gantt project schedule
- C. Health and Safety Plan (HASP) with Job Hazard Assessment (JHA) to address assigned work in the field.
- 3. Subcontract with and manage project subconsultants.
- 4. Conduct internal management reviews at the beginning of the project and at quarterly intervals to determine conformance with project scope, schedule, and budget.
- 5. Coordinate and manage the project work assignments.
- 6. Perform project team management.
- 7. Attend Project Management meetings with City.
- 8. Prepare for, schedule, and lead project management (PM) meetings to review project scope, budget, and progress.
- 9. Prepare monthly status reports describing the following:
 - A. Services completed during the month.
 - B. Services planned for the next month.
 - C. Needs for additional information.
 - D. Scope/schedule/budget issues.
 - E. Schedule update and financial status summary.

City Responsibilities

The City is responsible for the following activities:

- 1. Attend PM meetings. Review and provide consolidated, conflict-resolved comments to meeting notes in relation to accuracy.
- 2. Provide timely processing and payment of invoices.
- 3. Review and process contract change requests and amendments, if needed.

Assumptions

The following was assumed for this task:

- 1. The project duration will be 12 months.
- 2. Two PM meeting will be held per month that will be conducted via the Microsoft Teams virtual platform.
 - A. Up to 2 hours of project manager time is assumed for each meeting, including preparation, attendance, and preparation of meeting summary notes.
 - B. The Sr. Civil Engineer may attend up to 24 meetings and the Sr. Permit Specialist may attend up to 12 meetings.

- C. The standing PM meeting agenda will include a project status update; review of upcoming activities; and discussion of scope, schedule, and budget. The Consultant will email draft meeting summary notes within 7 business days following each meeting and will incorporate City comments, as appropriate, in the final notes.
3. A total of three project schedule updates are assumed.
4. Invoices will be provided in the Consultant's standard invoice format.
5. Expense backup will not be provided with invoices but will be available for review upon request.

Deliverables

The following deliverables will be produced:

1. Monthly status reports, budget updates, and invoices (emailed Portable Document Format [PDF]).
2. PM meeting agenda and notes (emailed PDF files).

Task 200 Survey and Utility Location

Objective

The task objective is to obtain utility pothole locates and survey of the locations in support of project design. David Evans and Associates (DEA) is being retained to provide these services. Services under this task are contingent in nature. The specific scope of services, estimated labor, and associated expenses are to be negotiated in advance and agreed upon by both the City and the Consultant prior to NTP.

Consultant Services

The Consultant will provide the following services:

1. Review existing utility information to determine locations where additional pothole and survey information may be needed to support project design.
2. Perform underground utility locates.
3. Provide utility potholing that meets Subsurface Utility Engineering (SUE) Quality Level A for utility locations according to the American Society of Civil Engineers (ASCE) standard guidelines regarding utility location, depth, and size information to support project design.
4. Complete a survey of the pothole locations and provide record of utility locate information, including location, depth, width (for duct banks), dimensions, and material.
5. Integrate the locates into the project Civil 3D maps originally developed under the Lexington-Broadway Preliminary Design survey.
6. Provide supplemental survey, upon written request, to support project design.

City Responsibilities

The City is responsible for the following activities:

1. Review additional survey request(s) from the Consultant.
2. Provide rights of entry to parcels, as requested.
3. Review and process contract change requests and amendments, if needed

Assumptions

The following was assumed for this task:

1. Existing survey from the preliminary design phase may be used in support of final design development.
2. Utility pothole depths assume that the utility will be between 0 and 12 feet in depth.
3. Up to a maximum of six potholes may be required.
4. Sand and gravel backfill, and permanent hot-mix asphalt repair are required for all test holes.
5. Services under this task are contingent in nature. The specific scope of services, estimated labor, and associated expenses are to be negotiated in advance and agreed upon by both the City and the Consultant prior to NTP.

Deliverables

The following deliverables will be produced:

1. Request for additional survey and utility locates, if required (email)
2. Pothole measurement field notes (email or PDF)
3. Topographic survey and AutoCAD (Digital Terrain Model [DTM]) files

Task 300 Geotechnical Investigation

Objective

The task objective is to provide geotechnical evaluation to support the Phase 1 project design. HWA GeoSciences, Inc. (HWA) is being retained to perform these services.

Consultant Services

The Consultant will provide the following services:

1. Develop and coordinate a field exploration plan for drilling of up to three geotechnical borings in support of evaluating subgrade soil and groundwater conditions within the vicinity of the proposed treatment facility, retaining walls, flow split vault, and soil conditions near the intersection of 3rd Street and Lenora Street. Locations for these explorations will be based on the provided plans for the proposed improvements. The exploration plan will detail the type, location, and extent of proposed field explorations along with logistics necessary to

perform the work such as traffic control plans and staging areas. The work plan will also be used for utility locating clearances and permitting that may be necessary to access the exploration locations.

2. Coordinate with a subcontracted traffic control firm to develop site-specific traffic control plans for each proposed geotechnical exploration. The subcontractor's certified traffic control supervisor will stamp each traffic control plan. HWA will review each plan prior to distribution to the team. One revision is assumed to be required for the right-of-way (ROW) use permit application and approval process.
3. Obtain a City of Everett street use permit for drilling in the ROW. This includes developing appropriate traffic control plans for the proposed drilling.
4. Conduct utility locates for the proposed borings. Visit the site to mark drilling locations with white paint and notify the on-call utility service. An additional site visit will be performed to verify if the proposed locations of the borings are clear of utilities prior to mobilizing the drilling equipment. Additionally, a private locating service will be used to have conductible underground utilities located in the vicinity of the proposed borings. Polyvinyl chloride (PVC) and concrete non-conductible utilities cannot be located with these methods.
5. Conduct up to three geotechnical borings with a truck-/trailer-mounted drill rig equipped with a hollow-stem auger. Borings will be drilled to depths ranging from 25 to 40 feet below ground surface (bgs). Two borings will be advanced at two selected locations where excavations on the order of about 20 feet bgs are anticipated along Lenora Street; the other boring will be advanced near the proposed retaining wall for the treatment facility. Two monitoring wells will be installed within these borings to evaluate and monitor groundwater conditions.
6. Standard Penetration Test (SPT) samples will be taken at 2.5- to 5.0-foot intervals throughout each boring. All borings will be monitored and logged under full-time observation of a representative of the geotechnical engineer. The borings will be drilled by a licensed driller under subcontract to the geotechnical engineer.
7. Generate boring logs and perform laboratory testing of select samples from the borings. Testing may include moisture content, grain-size distribution, and Atterberg limits. Soil and laboratory test information will be presented in summary boring logs that will be generated upon completion of the exploration program.
8. HWA will conduct up to five site visits over the first year of this contract to download groundwater data from the existing transducer, located on the stormwater treatment site. The water level information collected will be used to assist in developing recommendations for possible dewatering and construction impacts. HWA will assist in developing dewatering contract specifications for the bid package.
9. Should contaminated soil and/or groundwater be encountered HWA will halt the boring to immediately notify the Consultant project manager and City project manager. Items A through E listed below represent services outside of the scope of this contract. Payment for work listed under items A through E would require approval from the City project manager

and the City would be responsible for payment for this work through a separate agreement with HWA.

- A. During drilling of the geotechnical borings, screen soils for organic vapors by headspace analysis using a photoionization detector (PID), a water sheen test, and visual and olfactory methods (i.e., stained, or discolored soils and/or adverse odors). If field indications of contamination are detected, HWA will collect at least one soil sample from each suspect contaminated boring location.
- B. Groundwater samples would also be collected from suspect contaminated boring locations via temporary or permanent wells installed during drilling activities. If HWA intends to collect groundwater samples from any permanent wells, the drillers will develop the wells following construction of the well. Soil and groundwater samples will be collected following HWA and regulatory agency standard operating procedures.
- C. If suspect contaminated soil and/or groundwater samples are collected, the samples collected will be submitted to a Washington State Department of Ecology (Ecology)-accredited, third-party analytical laboratory (Onsite Environmental of Redmond, Washington). For each suspect boring, the soil samples with the highest level of organic vapors and/or most discernible visual/olfactory contamination will be selected for chemical analysis. Field staff will deliver samples to the analytical laboratory within 48 hours of sampling. HWA will employ full chain-of-custody procedures to allow tracking and handling of the samples. HWA will select one soil sample and one groundwater sample (if encountered) per suspect boring (maximum of six soil samples and six groundwater samples) for chemical laboratory analysis of the following:
 - i. Petroleum hydrocarbons—gasoline via Ecology test method NWTPH-Gx
 - ii. Petroleum hydrocarbons—diesel, oil via Ecology test method NWTPH-Dx
 - iii. Benzene, toluene, ethylbenzene, and xylenes (BTEX) via U.S. Environmental Protection Agency (EPA) Test Method EPA 8260D
 - iv. Carcinogenic polycyclic aromatic hydrocarbons (cPAHs) via EPA Test Method EPA 8270E/SIM
 - v. Resource Conservation and Recovery Act (RCRA) 8 metals (Ag, As, Ba, Cd, Cr, Hg, Pb, and Se) via EPA Test Method EPA 6010/7000
 - vi. Toxicity Characteristic Leaching Procedure (TCLP) via EPA Test Method EPA 1211/6010D
- D. Because of the limited information regarding historical uses and potential contaminants of concern in the vicinity of the proposed stormwater treatment facility, chemical laboratory analysis of the environmental soil and/or groundwater samples submitted is based on general disposal facility requirements, which may vary based on the disposal facility. Samples will be submitted for standard laboratory turnaround time, which is approximately 7 to 10 business days. Follow-up analyses, based on initial analytical results (i.e., TCLP follow-up analysis) may result in a total standard turnaround time of up to 3 weeks.

- E. Soil cuttings, purged groundwater (if encountered), and decontamination water from any suspect contaminated borings will be placed in steel 55-gallon drums. These investigation-derived waste (IDW) drums will be stored at the proposed stormwater treatment facility location, or at an adjacent location as provided by the City, pending chemical analysis. Once laboratory results for the environmental samples are obtained, HWA will coordinate the disposal of drummed IDW using a waste disposal subcontractor. Waste profile documentation required for disposal of the IDW will need to be signed by the property owner or a City representative.
10. Based on the results of the fieldwork from this project and the preliminary design geotechnical investigation, HWA will prepare a geotechnical engineering analysis to evaluate and provide design recommendations for the following:
- A. Recommendations for shoring and foundation support of vaults, retaining walls, footings and foundations, and stormwater water quality treatment concrete structures.
 - B. Recommendations for earthwork, including suitability of on-site soils for reuse, structural fill placement and compaction, and dewatering considerations.
 - C. Recommendations for pipe installation including trench shoring, buoyancy, preventing flow migration, trench dewatering, recommendations for pipe bedding and backfill, and suitability of in situ soil for reuse and trench support.
 - D. Based on the geologic information in the vicinity of the improvements, determine the site class for seismic design and generate seismic design parameters.
 - E. Evaluate the susceptibility of the subsurface soils to liquefaction and assess the potential impacts to the proposed improvements.
 - F. HWA will prepare a draft and final Geotechnical Engineering Report presenting the results of field studies. This report will also provide a summary of the environmental conditions encountered at locations sampled, environmental laboratory test results, and recommendations for soil and groundwater handling and disposal during construction activities based on the information obtained during this investigation. The data report will include the following information:
 - i. A description of the geotechnical site exploration program
 - ii. The logs of all borings and other site investigations, including any existing subsurface geotechnical data
 - iii. Groundwater measurements
 - iv. A description of the geologic and seismic settings for the corridor
 - v. Results of all field tests conducted.
 - vi. Installation details, logs, and measurement results of all geotechnical field instrumentation installed for the project or existing geotechnical instrumentation and measurement results usable for the project.

- vii. A description of all laboratory tests conducted and the test results, as well as any previous geotechnical laboratory test results that are relevant for the project.
- viii. A site plan showing boring locations and other pertinent features
- ix. Recommendations for temporary shoring, trenching, excavation, and backfill.
- x. Trench and excavation dewatering recommendations for use in preparation of the dewatering plan. General recommendations regarding trench and excavation dewatering considerations for use in preparation of the dewatering plan by the contractor. Combined hydrometer and sieve analysis are included within the current scope of work and will be assigned to samples collected during drilling. The information collected can be used by HWA as part of a future task order to support estimating dewatering rates for the City's internal use.
- xi. Recommendations for using river dredge sand as backfill material.

City Responsibilities

The City is responsible for the following activities:

1. The City will provide the street use permit at no cost to the geotechnical consultant.
2. The City will provide any rights of entry.
3. If contaminated soils are encountered and screening, sampling, and testing will be paid for under a separate contract with HWA and are considered outside of this scope of services.

Assumptions

The following was assumed for this task:

1. All exploration locations will be within City ROWs or private property for which rights of entry have been previously secured.
2. Drilling can be accomplished during normal daylight workdays and hours, with a minimum of 8 hours available per day for on-street work. Drilling is estimated to be completed within 2 days.
3. The borings that penetrate pavement will be through asphalt. Pavement will be patched with quick-drying cement or Aquaphalt®. No saw cutting of pavement, hot-mix asphalt, or borings drilled through cement concrete pavement will be required.
4. The permanent groundwater monitoring wells will be no deeper than 25 feet with a 10-foot section of pre-packed screen and a flush-mounted monument. Development of the well would be conducted only so the well could be used for environmental sampling at a later date if requested. Environmental groundwater monitoring and decommissioning of the permanent well is not included in this scope of services.
5. HWA assumes that the permanent groundwater monitoring wells installed as part of the investigation will be sufficient for groundwater sampling.
6. HWA will adhere to the Inadvertent Discovery Plan (IDP) provided during the investigation.

7. Boring locations can be field-located using handheld Global Positioning System (GPS) and measurement from existing known features. Surveying of actual exploration locations is not included.
8. Traffic control and/or flagging, in the form of a one-lane closure, is anticipated to be required for up to two of the proposed borings. Traffic control will be developed in accordance with the approved Washington State Department of Transportation standards. HWA will apply for the street use permits for work in ROW (including up to two traffic control plan revisions).
9. No contamination was encountered during prior investigative work near the intersection of Zillah Street and Lenora Street and no known registered contamination sites are located within the Phase 1 project limits. It is assumed that contamination will not be encountered during the geotechnical exploration. If suspect material is encountered and screening and contaminated soil and water sampling and testing are required, the City will coordinate to address the additional services under Task 1100, Unanticipated Services.
10. Explorations proposed herein will not be used to assess site environmental conditions of the entire project area (i.e., no environmental assessment of areas not sampled).
11. All non-suspect contaminated drilling spoils and related debris will be drummed on site and transported off site for disposal by the drilling subcontractor.
12. Stormwater infiltration screening will not be performed. No pilot infiltration tests, EPA falling head (percolation) tests, or other field infiltration testing will be completed as part of this scope of services.
13. HWA will not be held liable for damage to utilities or other underground structures not defined or located for HWA by the City, the Utilities Underground Location Center, or the private locating service.
14. The geotechnical evaluation and report will be in conformance with City of Everett Municipal Code (EMC) 19.37.073 B and EMC 19.37.080 for the project.
15. One round of review of the draft Geotechnical Engineering Report will occur.
16. Following delivery of the draft Geotechnical Engineering Report, all soil samples will be disposed of, unless otherwise mutually agreed upon. Long-term storage of soil samples by HWA is not included.

Deliverables

The following deliverables will be produced:

1. Geotechnical Exploration Plan (PDF format)
2. Draft and Final Geotechnical Engineering Report (PDF format)

Task 400 Cultural Resource Services

Objective

The task objective is to provide cultural resource services in support of Phase 1 project design.

Consultant Services

The Consultant will provide the following services:

1. Prepare a draft and final Archaeological Resources IDP for inclusion in construction bid documents. The construction IDP will be prepared meeting the Revised Code of Washington (RCW) and Executive Order (EO) 21-02.
2. Update the existing geotechnical boring IDP for use under Task 300 services.
3. Prepare the Ecology Cultural Resources Review Form to support State Environmental Policy Act (SEPA) review.

City Responsibilities

The City is responsible for the following activities:

1. Provide written consolidated, conflict-resolved comments for the updated geotechnical monitoring IDP and construction IDP.

Assumptions

The following was assumed for this task:

1. Draft construction IDP and draft Ecology Cultural Resources Review Form will be prepared based on draft 90% design.
2. Geotechnical monitoring IDP will be updated for the three new borings.
 - A. IDP and cultural review form will be reviewed and approved by Ecology. Resulting consultation will be led by Ecology.
3. Only one round of edits will be required to draft documents. No edits will be required to final documents.

Deliverables

The following deliverables will be produced:

1. Draft and final construction IDP (PDF)
2. Draft and final updated geotechnical monitoring IDP (PDF)
3. Draft and final Ecology Cultural Resources Review Form

Task 500 Project Reports

Objective

The task objective is to prepare a design report update to document the project stormwater infrastructure and treatment facility design and to document facility operations and maintenance (O&M) recommendations.

Subtask 510 Design Report Update

Consultant Services

The Consultant will provide the following services:

1. Prepare a design report update to document the project stormwater infrastructure and treatment facility design for the interim (Phase 1) stage. The report will include the following:
 - A. Introduction
 - B. Interim (Phase 1) condition description
 - C. Phase 1 design analysis and evaluation of downstream conditions
 - D. Phase 1 opinion of probable construction cost (OPCC) summary
 - E. Proposed Phase 1 schedule through construction
 - F. Appendices with figures, reference documents, and design calculations
2. Prepare for and attend a virtual meeting with City staff to coordinate review comment responses for the draft report.

City Responsibilities

The City is responsible for the following activities:

1. Provide written consolidated, conflict-resolved comments for the draft Preliminary Design Report
2. Submit the draft Preliminary Design Report packages and coordinate reviews with Ecology.

Assumptions

The following was assumed for this task:

1. The design report will be an update that incorporates the previous report by reference.
2. The design report update will be up to 25 pages in length, including cover sheet and table of contents, and will include up to four maps or figures.
3. The engineer's OPCC prepared with Task 500 may be used in the report without updates.
4. There will be one set of comments from the City.
5. There will be up to two rounds of comments from Ecology as part of the funding submittal process.
6. The review coordination meeting will be up to 2 hours in duration and will be attended by the Project Manager and one additional staff. A total of 8 hours is assumed for the meeting time, preparation, and notes.

Deliverables

The following deliverables will be produced:

1. Decision log from the meeting (Excel)
2. Draft and final Design Report Update submitted as an electronic file (PDF and Word file)

Subtask 520 Operations and Maintenance Memorandum

Consultant Services

The Consultant will provide the following services:

1. Prepare a draft O&M memorandum based on the *Stormwater Management Manual of Western Washington* (SWMMWW) and vendor recommendations.

City Responsibilities

The City is responsible for the following activities:

1. Provide relevant O&M standard operating procedures (SOPs) and SOP template.
2. Provide written consolidated, conflict-resolved comments for the O&M memorandum.

Assumptions

The following was assumed for this task:

1. The O&M memorandum text is assumed to be up to four pages in length, not including appendices, and is anticipated to include the following:
 - A. One prepared figure to illustrate the locations of the O&M elements.
 - B. Appendices including City of Everett SOP template, cut sheets from the SWMMWW for standard elements (where City SOPs are not available, and manufacturer's manuals for proprietary elements).
2. There will be one set of comments from the City.
3. The O&M memorandum and attachments will be in draft form pending updates during construction.

Deliverables

The following deliverables will be produced:

1. Draft and final O&M memorandum (Word and PDF)

Task 600 Engineering Design Services

Objective

The task objective is to provide engineering design services for the 60 percent and 90 percent milestone stages including the following:

1. Schedule and facilitate meetings with the City to resolve and coordinate elements of the project design.

2. Prepare exhibits and materials for the City's use in community outreach.
3. Project design development based on preliminary design concepts developed under Lexington-Broadway Stormwater Improvements project ECY90 design package and input from City staff. Prepare drawings, specifications, and engineer's OPCC for the project 60 percent and 90 percent design submittal packages.

Subtask 610 Design Stakeholder, Phase Meetings, and Outreach

Consultant Services

The Consultant will provide the following services:

1. Facilitate and attend up to five virtual design coordination and technical focus meetings with City staff.
2. Facilitate and attend technical review meeting with City staff to coordinate design comment resolution and issues following the milestone 60 percent submittal.
3. Provide project information and exhibit preparation for the City's use in public outreach.

City Responsibilities

The City is responsible for the following activities:

1. Schedule meetings with key City staff in attendance.
2. Review meeting minutes and decision log within 7 calendar days. After this time, the notes and decision logs will be finalized and archived as part of the project record.
3. Provide written consolidated, conflict-resolved comments for the milestone design submittals.
4. Advertise, host, and staff project community outreach meetings.

Assumptions

The following was assumed for this task:

1. The virtual design coordination and technical focus meetings (up to five) to facilitate City input for design coordination and direction. The estimate assumes up to 10 hours of Consultant project manager hours and a combined total of 35 hours of Consultant staff time for this effort.
2. The technical review meeting (virtual) will be attended by the Consultant project manager and up to five design discipline leads. The meetings will be up to 2 hours in duration and occur following receipt of the 60 percent design review. Technical review meetings will require up to 2 hours each for preparation and follow-up for each Consultant attendee.
3. Community meeting support assumptions are as follows:
 - A. Consultant staff will not attend the community meetings.

- B. Providing information and preparation of exhibits for the City's use may require up to 4 hours of project manager time and up to 32 hours of staff time.
- C. There will be up to two exhibits and one informational (single-page) handout.
- D. The community meeting handouts and exhibits will be electronically delivered. The City will be responsible for printing and posting materials.

Deliverables

The following deliverables will be produced:

- 1. Agendas and meeting notes (Word or PDF)
- 2. Outreach exhibits and materials (electronic delivery Word or PDF)

Subtask 620 Design Services

Consultant Services

The Consultant will provide the following services:

- 1. Develop conveyance and stormwater system design including the following:
 - A. Prepare hydraulic models to evaluate interim and future buildout conditions to support Task 500 design report updates.
 - B. Prepare pipe material design calculations to determine pipe material and thickness (HS25 Load), trench backfill requirements, and resist buoyancy forces.
 - C. Provide trench dam design recommendations.
 - D. Validate pipe sizing and design recommendations using the methodologies outlined in the SWMMWW.
 - E. Conveyance system flow split and stormwater facility hydraulic modeling.
- 2. Prepare civil design that includes the following:
 - A. General, demolition, removals, temporary erosion and sediment control (TESC), stormwater conveyance, street restoration, site grading, and water quality treatment facility design
 - B. Permanent utility relocation coordination for the stormwater treatment site that assumes the following:
 - i. Water main relocation for approximately 150 linear feet within Lenora Street between 3rd Avenue and Zillah Street
- 3. Prepare landscape, irrigation, and water service design that includes the following:
 - A. Landscaping for the stormwater treatment facility including irrigation system and controller.
 - B. Areas outside the treatment facility bays will be restored with gravel or native vegetation.

- C. Water service to support the irrigation system with tap, water service line, meter, and backflow prevention.
- 4. Electrical power service coordination and design that includes the following:
 - A. Electrical power service and sizing.
 - i. Up to one site review in support of power service design.
 - B. Site security lighting (estimated up to two luminaires).
 - C. Electrical conduit and service to support the irrigation system controllers.
- 5. Develop structural design including the following:
 - A. Flow split vault structure.
 - B. Retaining wall and foundation sheets based on Geotechnical Engineering Report design recommendations.
 - C. Stormwater treatment facility structures and walls
- 6. Prepare traffic design including the following:
 - A. Signing and striping (replacement and restoration) design.
 - B. Coordinate temporary traffic control with City staff in support of technical specification development and prepare a detour traffic plan for inclusion in the specifications.
- 7. Prepare design drawings, contract documents, and engineer's OPCC:
 - A. Design milestone submittals at the 60 percent and 90 percent design levels.
 - B. Specifications per the City of Everett General Special Provisions (GSP) standard template.
 - C. Prepare Association for the Advancement of Cost Engineering (AACE) Class 3 estimate for the 60 percent design package.
 - D. Prepare an AACE Class 2 estimate for the 90 percent design package.

City Responsibilities

The City is responsible for the following activities:

- 1. Provide reviews, as needed, with one set of consolidated (conflict-resolved) comments within 15 business days of receiving submittal documents.
- 2. Address easements (including temporary construction access easements), ROW, and property acquisitions.
- 3. Coordinate with utility purveyors for relocations and removals (including communications and duct banks and vaults)
- 4. The City will coordinate for water, electrical, and/or other required services.
- 5. Provide current City of Everett GSP template and contract inserts.

Assumptions

The following was assumed for this task:

1. The conveyance and water quality treatment facility hydrologic modeling prepared with the Lexington-Broadway Stormwater Improvements preliminary design may be used without significant revisions.
2. The conveyance and stormwater treatment facility design prepared with the Lexington-Broadway Stormwater Improvements preliminary design may be used without significant design and concept revisions.
3. There will be no regulatory requirement changes that affect the project stormwater and water quality design as approved by Ecology with the Preliminary Design Report and ECY90 package submittals.
4. It is assumed that the electrical site review will be conducted by the Electrical Design Lead and one support staff. The site review is assumed to be up to 2 hours in duration plus up to 4 hours for travel time and notes.
5. Design deliverables will be prepared consistent with City standards and consistent with the professional standard of care. City Standard Details will be used where appropriate.
6. The budget is based on the production of up to 50 draft design drawings for the 60 percent package and up to 71 draft design drawings for the 90 percent package. The 90 percent package is assumed to include the following:
 - A. Cover sheet, index, discipline, and TESC notes (8)
 - B. Existing survey sheets (4)
 - C. Demolition and erosion and sediment control sheets (7)
 - D. Civil design sheets (22) including the following:
 - i. Lenora stormwater facility site plan, profile, and sections and grading
 - ii. Stormwater conveyance design and facilities plan, profile, and sections
 - iii. Roadway plan sheet for Zillah Street
 - iv. Water service plan and details
 - v. Civil and standard details
 - E. Structural plans, sections, and detail sheets (10)
 - F. Landscape and irrigation plans and details (6)
 - G. Traffic control signing and striping plans and details (9)
 - H. Electrical one-line diagram, site plan, schedules, lighting plan, and details (5)
7. Dewatering plan is not included in the scope of services.
8. Electrical and structural design will be per City municipal code and International Building Code as adopted by the City.

9. Instrument and monitoring and facility controls are not included with the design.
10. Response to the 90 percent design submittal package is addressed under Task 700, Final Design Services.
11. AACE Class 3 estimate is assigned a contingency allowance of 15% and expected accuracy range of -20% to +30%.

AACE Class 2 estimate is assigned a contingency allowance of 10% and expected accuracy range of -15% to +20%.

Deliverables

The following deliverables will be produced:

1. 60 percent design drawings and AACE Class 3 estimate (PDF)
2. 90 percent design drawings, specifications, and AACE Class 2 estimate (Word and PDF)

Task 700 Final Design Services

Objective

The task objective is to prepare project draft and final design drawings, specifications, contract documents, and engineer's OPCC based on 90 percent design documents and input from City staff.

Subtask 710 Design Stakeholder and Phase Meetings

Consultant Services

The Consultant will provide the following services:

1. Facilitate and attend technical review meeting with City staff to coordinate design comment resolution received at the 90 percent milestone and draft final submittal stages.

City Responsibilities

The City is responsible for the following activities:

1. Schedule meetings with key City staff in attendance.
2. Review meeting minutes and decision log within 7 calendar days. After this time, the notes and decision logs will be finalized and archived as part of the project record.
3. Provide written consolidated, conflict-resolved comments for the milestone submittal package.

Assumptions

The following was assumed for this task:

1. The virtual technical review meeting will be attended by the Consultant project manager and up to five design discipline leads. The meetings will be up to 2 hours in duration and occur

following receipt of the 90 percent design review. Technical review meetings will require 1 hour each for preparation and follow-up for each Consultant attendee.

Deliverables

The following deliverables will be produced:

1. Agenda and meeting notes (Word or PDF).

Subtask 720 Final Design Services

Consultant Services

The Consultant will provide the following services:

1. Stormwater system design including the following:
 - A. Prepare a Construction Stormwater Pollution Prevention Plan (CSWPPP) based on SWMMWW guidelines.
2. Prepare draft final and final design drawings and contract documents that include the following:
 - A. General, demolition, civil, storm, and water.
 - B. Electrical power service and site lighting.
 - C. Structural design.
 - D. Traffic signing and striping (replacement and restoration) and temporary traffic control related specifications.
3. Prepare Engineer's OPCC (AACE Class 1) based on the itemized bidders list.

City Responsibilities

The City is responsible for the following activities:

1. Provide reviews with one set of consolidated (conflict-resolved) comments on the draft final milestone submittal package and CSWPPP within 15 business days of receiving draft submittal documents.
2. Provide current City of Everett GSP template, contract inserts, and non-technical appendices (wage rates) inserts.
3. The City will complete and manage the advertising, bidding, and procurement process.

Assumptions

The following was assumed for this task:

1. The conveyance and water quality treatment facility hydrologic modeling prepared with the Lexington-Broadway Stormwater Improvements preliminary design may be used without significant revisions.

2. The conveyance and stormwater treatment facility design prepared with the Lexington-Broadway Stormwater Improvements preliminary design may be used without significant design and concept revisions.
3. There will not be regulatory requirement changes that affect the project stormwater and water quality design as approved by Ecology with the Preliminary Design Report and ECY90 package submittals.
4. Design deliverables will be prepared consistent with City standards and consistent with the professional standard of care. City standard details will be used where appropriate.
5. The budget is based on the production of up to 71 final design drawings. The drawings are assumed to include the following:
 - A. Cover sheet, index, discipline, and TESC notes (8).
 - B. Existing survey sheets (4).
 - C. Demolition and erosion and sediment control sheets (7).
 - D. Civil design sheets (22) including the following:
 - i. Lenora stormwater facility site plan, profile and sections, and grading.
 - ii. Stormwater conveyance design and facilities plan, profile, and sections.
 - iii. Roadway plan sheet for Zillah Street.
 - iv. Water service plan and details.
 - v. Civil and storm details.
 - E. Structural plans, sections, and detail sheets (10).
 - F. Landscape and irrigation plans and details (6).
 - G. Traffic control signing and striping plans and details (9).
 - H. Electrical one-line diagram, site plan, lighting schedule, lighting plan, and details (5).
6. Dewatering plan is not included in the scope of services.
7. Traffic control plans are not included and will be prepared by the Contractor.
8. Electrical and structural design will be per City municipal code and International Building Code as adopted by the City.
9. Instrumentation, monitoring, and facility controls are not included with the design.

Deliverables

The following deliverables will be produced:

1. Draft final and final design drawings, AutoCAD files, specifications, and engineer's OPCC (DWG and PDF)
2. Bid set plans and contract documents (electronic delivered PDF with cover sheet mailed hard copy)

Task 800 Bid Phase Support

Consultant Services

Bid phase support services are not included in the scope at this time.

Task 900 Design Support during Construction

Consultant Services

Construction support services are not included in the scope at this time.

Task 1000 Permitting

Background

Project preliminary design was completed in August 2023 and the work included preparation of natural-resources documentation and draft environmental permit application materials in support of the conveyance system upgrades, stormwater treatment facility, and new discharge outfall to the Snohomish River, located in Lowell Riverfront Park.

Final design of Lexington-Broadway stormwater conveyance between the BNSF crossing and east to the discharge outfall is planned with Phase 2 design in a future contract. The purpose of this task is to prepare, submit, and coordinate environmental permits in support of Phases 1 and 2 of the project.

Objective

Phase 1 and select Phase 2 permit applications and supporting environmental documentation will be completed as part of this contract. The jurisdictions anticipated to require permits or approvals for the project include the City, Ecology, Washington State Department of Natural Resources (DNR), and the United States Army Corps of Engineers (USACE).

Consultant Services

The Consultant will provide the following services:

1. Incorporate City comments, finalize, and submit environmental documents and permit application materials that were drafted during preliminary design in 2023:
 - A. Critical Areas Report (CAR).
 - B. Biological Assessment (BA).
 - C. Shoreline Code Analysis technical memorandum.
 - D. SEPA checklist.
 - E. Joint Aquatic Resources Permit Application (JARPA) to be submitted to USACE for Section 10 and Section 404 permit, and Ecology for Section 401 Water Quality Certification (WQC). JARPA Attachment E will also be submitted to DNR for the Aquatic Lands Use Lease.

2. Prepare and submit Ecology Section 401 WQC pre-filing request and 401 request form to initiate the permit.
3. Prepare and submit the following Phase 1 permit application materials:
 - A. City of Everett Generic Land Use Permit Application Package:
 - i. Land Use Application.
 - ii. Site Plan that abides by the “Plan Set Packet Checklist” provided by City of Everett Planning Division, most recently updated in 2021.
 - iii. Narrative statement.
 - iv. Mailing list (*to be provided by City*)
 - v. SEPA checklist (prepared above, under Task 1D).
 - B. Notice of Intent (NOI) for use of NPDES Construction Stormwater General Permit.
4. Prepare and submit the following Phase 2 permit application materials:
 - A. City of Everett Application for Land Use Permit, Shoreline Substantial Development Permit, and Critical Areas Review, through the One Project Review Process, of EMC 15.02.050, to include the following:
 - i. Preapplication meeting notes.
 - ii. Land Use Application.
 - iii. Site Plan that abides by the “Plan Set Packet Checklist” provided by City of Everett Planning Division, most recently updated in 2021.
 - iv. SEPA checklist (prepared above, under Task 1D).
 - v. JARPA (prepared above, under Task 1E).
 - vi. Mailing list (*to be provided by the City*).
 - vii. Special Studies: BA, CAR, Geotechnical Engineering Report.
 - B. Floodplain development permit application consistent with requirements in EMC 19.30.080A(2).
 - C. Submit JARPA and supporting documentation to USACE to initiate Federal Permit Review of Phase 2.
5. Provide agency coordination services during permit review. This task will include application for, attendance at, and project support during one USACE pre-application meeting. This task will also include attendance at other virtual meetings, and phone calls, and up to 3 on-site meetings. This task also includes one round of edits to permit application materials and supporting documents following agency review of application materials. Support will be limited to 130 staff hours. Additional support may be provided subject to a change order.

City Responsibilities

The City is responsible for the following activities:

1. Provide applicable real estate and legal description information.
2. Sign permit forms, as necessary, and authorize the Consultant to act as the applicant's agent for permit submittals and reviews.
3. Fees, public notices, generation of mailing lists, and distribution required by the reviewing agencies.

Assumptions

The following was assumed for this task:

1. The JARPA, BA, CAR, and SEPA checklist were based on 30 percent design developed in the original contract. These documents will be updated based on comments received from the City during their initial review as well as any amendments to design for the Phase 1 elements completed under Task 700 of this scope of services. Finalization of Phase 1 has no bearing on finalization of Phase 2 design; these documents will continue to address phase 2 elements at the 30 percent design level, and it is assumed that level of design is adequate for agencies to begin their review of the overall project.
2. The JARPA is not needed to permit or construct Phase 1 but will address Phase 1 project elements as necessary to fully describe the need for and design of the Phase 2 treated stormwater discharge pipe and outfall.
3. The Consultant will complete one round of edits to state and federal permit application materials and natural resource documents based on client comments. Additional support may be provided subject to a change order.
4. The Consultant will prepare final electronic deliverables upon receipt of one set of consolidated comments on the draft versions from the City.
5. The Consultant will submit application materials to online portals.
6. City of Everett Public Works permits for Phases 1 and 2 are assumed not to be needed based on June 2023 pre-application comments on the project.
7. The WDFW Hydraulic Project Approval, DNR state-owned aquatic lands use lease application packages, and National Pollutant Discharge Elimination System (NPDES) NOI for Phase 2 work will be submitted in the Phase 2 design contract.
8. Permit acquisition will start under this scope of services, but it is anticipated that Phase 2 permits will not be fully issued until the Phase 2 design contract. The Consultant will, however, facilitate timely response to agency comments and RFIs made on applications submitted under this scope of services.
9. It is assumed that the Lexington-Broadway Stormwater Improvements Preliminary design site plans within the Phase 2 area will be accepted and may be used without change or updates for the Phase 2 permit applications.

Deliverables

The following deliverables will be produced:

1. Final CAR, BA, and Shoreline Code Analysis technical memorandum, following City review (in electronic PDF and Word formats)
2. Final SEPA checklist, following City review (in electronic PDF and Word formats)
3. Final JARPA, following City review (in electronic PDF and Word formats)
4. Draft and final Ecology Section 401 pre-filing request and 401 WQC request forms (in electronic PDF and Word formats)
5. Draft and final City permit application materials for Phase 1 construction (in electronic PDF formats, and Word format as applicable)
6. Draft and final Stormwater Construction General Permit Application for Phase 1 (in electronic PDF and Word formats)
7. Draft and final City permit application materials for Phase 2 construction (in electronic PDF formats, and Word format as applicable)
8. USACE application for pre-application meeting

Schedule

The anticipated schedule based on receipt of NTP in April 2024 is provided below.

Milestone	Date
Notice to proceed	April 2024
60% milestone deliverables	September 2024
90% milestone deliverables	November 2024
Final design milestone deliverables	March 2025

Fee

The estimated total contract amount to complete professional services identified in the scope of services is offered on a time-and-materials basis, not to exceed \$877,460 as shown below.

Task Number	Description	Estimated Fee
100	Project Management	\$80,390
200	Survey and Utility Location	\$17,580
300	Geotechnical Investigation	\$71,730
400	Cultural Resource Services	\$8,870
500	Project Reports	\$22,570
600	Engineering Design Services	\$469,010
700	Final Design Services	\$122,280
800	Bid Phase Support – Not Included	\$0
900	Design Support during Construction – Not Included	\$0
1000	Permitting	\$85,030
Total Not to Exceed		\$877,460

HDR ENGINEERING, INC. STAFF


City of Everett: Lexington-Broadway SW Improvements Phase 1

Billing Rates			
	STAFF	PROJECT ROLE	HOURLY RATES*
1	Bartle, Brian D	Managing Principal	\$400.03
2	Bergstrom, Eric C	PIC	\$373.98
3	Kinzer, Cindy Jean	PM	\$261.63
4	Bromberg, Kevin Matthew (Kevin)	Project Accountant	\$121.60
5	Rhodes, James G (Jim)	QC Lead	\$265.44
6	Norberg, Edward R	Sr. Civil	\$254.59
7	Cisakowski, David	Sr. Civil	\$214.02
8	Dexheimer, Jessica Jeanne (Jess)	Civil EIT	\$127.65
9	Schmidt, Adam Michael	CAD / Drafter	\$176.29
10	Bredehoeft, Peter R Jr. (Pete)	Estimator	\$333.25
11	Jefferson, Keyjon Marcquis Lakeith	Estimator	\$122.72
12	Hijazi, Mohamad H	Sr. Structural	\$322.94
13	Rastogi, Astha	Structural EIT	\$165.89
14	Wens, Roger M (Rocky)	Structural CAD	\$200.16
15	Prindle, Douglas J	Structural QC	\$222.66
16	Gurrad, Matthew C	Landscape Architect	\$220.13
17	Smith, Caitlin May	Landscape & Irrigation EIT	\$111.55
18	Wang, Huixiang	Landscape& Irrigation	\$118.18
19	Cottini, April B	Landscape QC	\$218.40
20	Acevedo, Robert C	Sr. Traffic Engineer	\$304.16
21	Napiorkowski, Tomasz William (Tom)	Traffic Designer	\$174.34
22	Anders, Eric J	Traffic QC	\$233.28
23	Liu, Yujing (Tiffany)	Traffic Designer	\$266.05
24	Draheim, Daniel P (Dan)	Technical Editor	\$151.33
25	Rincon, Isabel C	Electrical	\$327.20
26	Gonzalez-Flores, Luis Manuel	Electrical EIT	\$155.90
27	McGowan, Kenneth L	Sr. Electrical Eng. QC	\$367.42
28	Nishimura, Shawn S	Electrical CAD	\$193.38
29	Ferris, Jennifer M	Cultural Lead	\$223.74
30	Gratreack, Leesa M	Cultural Resources Specialist 2	\$169.47
31	Johnson, Michelle Kathy	Project Coordinator	\$128.64
32	Applegate, Daniel W	PARR	\$321.76
33	Boeholt, Ann Grace	Sr. Permit Specialist	\$181.92
34	Eickelberg, Brendan Patrick	Environmental Planner	\$124.90
35	Lien, Kernen P.	Sr. Environmental Planner	\$202.91
36	Farrell, Anna Kathryn	Environmental Scientist 2	\$131.94
37	Welch, Ian D	Sr. Biologist	\$216.06
38	Holloway, Becky E	Sr. Environmental Scientist	\$272.03
39	Danielski, Lisa C	Permit QC	\$256.19
40	Zgonina, Eric Timothy	Water Resources & Modeler	\$222.66
41	Prada Portocarrero, Fatima Alejandra	Water Resources EIT	\$137.15
42	White, Patrick H	Geotechnical QA	\$299.94
43	Copp, Bryan	Urban Designer	\$254.40
44	Various	Sr. Engineer Assistance	\$368.00
45	Various	Engineer Assistance	\$208.00
46	Various	Sr. Environmental Assistance	\$281.60
47	Various	CAD / Drafter Assistance	\$217.60
48	Various*	Project Admin/Clerical Support	\$160.00

*Rates are in effect through December 31, 2024 and may be revised for appropriate cause.

EXPENSES

City of Everett: Lexington-Broadway SW Improvements Phase 1

	Mileage/mile (2023)	Meals/day	Copies/Page 11x17 Color	Copies/Page 11x17 B&W	Copies/Page 8.5x11 B&W	Copies/Page 8.5x11 Color	Bond Plots - B&W (per sq. ft.)		Total ODC	ODC Markup	Total ODC + Markup
	Travel	Travel	Office Expenses	Office Expenses	Office Expenses	Office Expenses	Office Expenses				
OTHER DIRECT COSTS	Each	Each	Each	Each	Each	Each	Each				
Unit Cost	\$0.670	\$71.000	\$0.900	\$0.090	\$0.050	\$0.450	\$0.140			5.00%	


200	Survey and Utility Location										
	Quantity	0	0	0	0	0	0	0			
	Task Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00

300	Geotechnical										
1000	Permitting										
	Quantity	400	6	0	0	0	0	0			
	Task Total	\$268.00	\$426.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$694.00	\$34.70

Total ODC	\$	348.40	\$	568.00	\$	90.00	\$	45.00	\$	-	\$	-	\$	28.00		\$	1,079.40	\$	53.97	\$	1,133.37

SUBCONSULTANTS

City of Everett: Lexington-Broadway SW Improvements Phase 1

		DEA (Survey)	HWA Geotechnical		Total Subconsultants	Sub Markup	Total Subconsultants + Markup
SUBCONSULTANTS							
200	Survey and Utility Location						
	Task Total	\$13,800.00	\$0.00		\$13,800.00	\$690.00	\$14,490.00

300	Geotechnical						
	Task Total	\$0.00	\$63,413.00		\$63,413.00	\$3,170.65	\$66,583.65

Total Subconsultants		\$ 13,800.00	\$ 63,413.00		\$ 77,213.00	\$ 3,860.65	\$ 81,073.65

FEE ESTIMATE

City of Everett: Lexington-Broadway SW Improvements Phase 1



Task #	Task Description	Total Labor	Total Expenses	Total Subconsultants	Total For Proposal
100	Project Management	\$80,389	\$0	\$0	\$80,390
200	Survey and Utility Location	\$3,090	\$0	\$14,490	\$17,580
300	Geotechnical	\$5,145	\$0	\$66,584	\$71,730
400	Cultural Resource Services	\$8,866	\$0	\$0	\$8,870
500	Project Reports	\$22,574	\$0	\$0	\$22,570
600	Design and Engineering Services	\$468,708	\$300	\$0	\$469,010
700	Final Design Services	\$122,173	\$105	\$0	\$122,280
800	Bid Phase Support - Not Included	\$0	\$0	\$0	\$0
900	Design Support During Construction - Not Included	\$0	\$0	\$0	\$0
1000	Permitting	\$84,299	\$729	\$0	\$85,030
		\$795,244	\$1,134	\$81,074	\$877,460

SCOPE OF WORK

See Attached

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
See attached labor estimates	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate

If there are more staff than rows in the table above, then those staff names, titles, and rates shall be provided in the Scope of Work.

- ☐ **PROGRESS PAYMENTS.** The City shall pay Service Provider the following amounts upon the completion of the following tasks.

Task	Amount Paid on Task Completion
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount

If there are more tasks than rows in the table above, then those tasks and payment amounts shall be provided in the Scope of Work.

- ☐ **LUMP SUM.** The City shall pay Service Provider \$ enter amount upon the completion of the Work.

- ☐ **METHOD CONTAINED IN SCOPE OF WORK.** The City shall pay Service Provider as set forth in the Scope of Work.

- ☐ **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: NICB Hyundai Vehicle Donation

Council Bill # *interoffice use*

Agenda dates requested:

5/1/2024

Briefing

Proposed action

Consent x

Action

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Department(s) involved:

Police, Legal, MVD

Contact person:

Jeff Hendrickson

Phone number:

425-257- 8550

Email:

jhendrickson@everettwa.gov

Initialed by:

JD

Department head

Administration

Council President

Project: NICB Hyundai Vehicle Donation

Partner/Supplier: National Insurance Crime Bureau

Location: If relevant or NA

Preceding action:

Fund: 031/Police

Fiscal summary statement:

The agreement would allow the Everett Police Department to purchase the vehicle that was loaned as a donation from the National Insurance Crime Bureau (NICB) over the last few years. The cost of this would be \$1 for the vehicle that a Kelly Blue Book value of between \$12,000 - \$13,000. There is no match and there would not need to be a budget amendment.

Project summary statement:

The Everett Police Department, Violent Crime Unit been using a Hyundai that was loaned to the Police Department by the NICB for the last 2 years. The NICB has offered to sell the vehicle to EPD for \$1, to allow EPD to keep this vehicle for the purpose of investigating auto theft, insurance fraud and other related criminal activity.




Recommendation (exact action requested of Council):

Authorize the Mayor to sign all necessary documents and agreements with the National Insurance Crime Bureau, acceptance, and utilization of Permanent Donation Agreement for a Hyundai in the amount of \$1.00.



PERMANENT DONATION AGREEMENT

The National Insurance Crime Bureau ("NICB") does hereby donate to the **Everett Police Department** (the "Agency") the vehicle described as:

YEAR: 
MAKE: **Hyundai**

VIN: 

The vehicle will be used by the Agency for purpose of investigating Auto Theft, Insurance Fraud and/or other related criminal activity.

This agreement is subject to the following conditions:


1. The Agency accepts from the NICB, the above-described vehicle for one dollar (\$1.00) and other valuable considerations for use in pursuit of its lawful purpose. The Agency shall accept said vehicle "as is" and shall re-title the vehicle in the name of the Agency prior to any use.
2. In the event the vehicle is not re-titled in the name of the Agency within 90 days from the date last written below, the Agency shall immediately return said vehicle to the NICB.
3. In the event that any injury or property damage results from the above described activities while the vehicle is in the custody of the Agency, its agents or assigns, the Agency shall assume all liability.
4. The Agency does hereby release the NICB from any and all claims arising from its use of the vehicle.
5. The Agency agrees and warrants that it shall provide insurance coverage (self-insured agency acceptable) for the above-described vehicle in the normal course of its business.
6. The effective date of this agreement shall be the date the vehicle is delivered into the custody of the Agency.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 13th day of March, 2024.

THE AGENCY

NATIONAL INSURANCE CRIME BUREAU

By: _____
Name of Signer

By: 
Wes Rethwill

Its: Title
Title

Its: Director of Field Operations – NW Region
Title

Date: Date

Date: 3/13/2024

Revision Date: 06.12.2019

VIN: [REDACTED]

NICB FILE #: C2208400048

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: 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

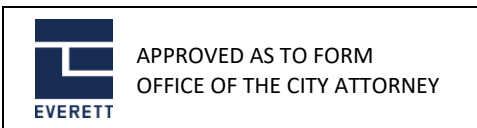
Signer's Email Address: jacobg@conquerclinics.com

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 Ballot Measure

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent
Action 05/01/24
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Resolution

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: NA

Project summary statement:

Staff recommends Council approval of a resolution to place a ballot measure on the August 2024 ballot for voters' consideration. This measure would seek approval for an increase in property taxes intended to fund quality of life and essential public services valued by Everett residents including parks, libraries, the animal shelter, street maintenance, neighborhood association support, the arts, public safety and more. This includes exploring the return of some services cut during the COVID-19 pandemic.

The increase would only impact the City's regular property tax levy, which in 2024 represents about 18 percent of property taxes paid by Everett property owners. It would not affect the City's EMS levy (currently 4 cents/dollar) and would not affect property taxes of other jurisdictions. Everett faces persistent and snowballing budget deficits due to structural revenue shortfalls, not overspending. Many efforts have been made to address the deficit, including eliminating positions, adding or increasing fees and numerous difficult cuts. Further cuts would diminish the city's control over its future.

A property tax levy increase would allow us to avoid severe service reductions and maintain a balanced budget, as mandated by state law. Without a revenue option like a levy lid lift, cuts will continue to snowball annually, jeopardizing core services and city functions. Based on maintaining current service levels, the 2025 deficit is projected to be \$12.6 million and by 2030, it could grow to over \$35 million. These deficits must be covered by new revenues or cuts to services.

With a new proposed levy rate of \$2.19 the average anticipated cost increase per property owner would be \$29 per month (based on average home assessed value: \$531,000 in 2025). This is projected to address the deficit for three years.

The City provides many wonderful quality of life and essential services that our residents, our workforce, businesses and millions of annual visitors enjoy. City efforts support the growth of major industries like aerospace and clean technology as well as encourage and support entrepreneurs and small businesses. With adequate revenue, we will be better equipped to maintain service levels and work towards long term financial stability and a brighter future for Everett.

Recommendation (exact action requested of Council):

Adopt a RESOLUTION relating to regular property taxes; providing for the submission to the qualified electors of the City at a special election held in conjunction with the state primary election on August 6, 2024, of a proposition authorizing the City to levy regular property taxes in excess of the limitations of chapter 84.55 RCW; setting forth the text of the ballot proposition; directing proper City officials to take necessary actions; and providing for other properly related matters; AND to appoint three members to the Voters Pamphlet Pro Committee and three members to the Voters Pamphlet Con Committee, and ask that staff transmit materials to the Snohomish County Auditor for the August 2024 election.



RESOLUTION NO. _____

A RESOLUTION of the City of Everett, Washington, relating to regular property taxes; providing for the submission to the qualified electors of the City at a special election held in conjunction with the state primary election on August 6, 2024, of a proposition authorizing the City to levy regular property taxes in excess of the limitations of chapter 84.55 RCW; setting forth the text of the ballot proposition; directing proper City officials to take necessary actions; and providing for other properly related matters.

WHEREAS,

1. The City of Everett relies on property taxes to provide quality of life and essential public services, that include public safety, park maintenance, libraries, the animal shelter, street maintenance, support for neighborhood groups, social services for those in need, the arts, and events; and
2. because the City's primary source of revenue for these essential services is property taxes, the City Council has determined that it is essential and necessary for the public health, safety and welfare to submit to the voters a proposition to increase the regular property tax to support quality of life and essential public services; and,
3. the City Council has determined that it is in the best interests of the City and its residents to submit this levy lid lift proposition to the voters for their approval or rejection;

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

Sec. 1. Findings. The findings expressed in the recitals to this Resolution are hereby adopted and incorporated by reference.

Sec. 2. Calling of Election. The City Council finds that it is in the best interests of the City and its residents to submit to the qualified voters of the City, at an election held on August 6, 2024, a proposition authorizing the City to increase its regular property tax levy for collection in 2025 by an amount greater than otherwise permitted under chapter 84.55 RCW for the purposes described in Section 3. If this proposition is approved, the City Council will be authorized to adopt, in accordance with its regular budget process, an increased regular property tax as described in Section 3.

Sec. 3. Purpose and Description of Ballot Proposition. For the purposes identified below, the City Council seeks voter approval under RCW 84.55.050(1) for a levy lid lift.

(a) **Purpose.** The amounts collected pursuant to the incremental rate increase authorized for 2025 shall be used to fund quality of life and essential public services. Subject to the City's regular annual budget process, these services are anticipated to include, but are not

limited to: public safety, including police and fire services; park and trail maintenance; library services; care for lost, homeless and injured animals at the regional animal shelter; proactive street maintenance; support for neighborhood associations; social services, including homelessness response and behavioral health support; arts and culture; community events, such as Sorticulture, Fourth of July, and Wintertide. This includes exploring the return of services cut during the COVID-19 pandemic.

(b) **Maximum Levy Rate.** The maximum total regular levy rate authorized for collection in 2025 is not more than \$2.19 per \$1,000 of assessed value. This would represent an representing an incremental increase of approximately \$0.67 per \$1,000 over the 2024 levy rate.

(c) **Levy Limits in Future Years.** The dollar amount of the maximum allowable levy under chapter 84.55 RCW levied for collection 2025 is to be used for the purpose of computing the limitations on subsequent levies under chapter 84.55 RCW.

(d) **Exemption for Qualifying Low-Income Senior Citizens, Veterans and Persons with Disabilities.** In accordance with RCW 84.55.050(4)(e), the exemptions available to persons who qualify through the State's property tax exemption program for low-income senior citizens, veterans and persons with disabilities authorized by RCW 84.36.381 will apply to the increase authorized by voters under this proposition.

Sec. 4. Ballot Proposition. The Auditor of Snohomish County, Washington (the "County Elections Official"), as *ex officio* supervisor of elections within the City, is hereby requested to call and conduct a special election in the City, in the manner provided by law, to be held on the date identified in Section 2, for the purpose of submitting to the voters of the City, a proposition in substantially the form attached as Exhibit A.

Sec. 5. Notices Relating to Ballot Proposition. For purposes of receiving notice of the exact language of the ballot proposition required by RCW 29A.36.080, the City Council hereby designates: (a) Angela Ely, Council Executive Assistant (aely@everettwa.gov); and (b) special counsel to the City, Stradling Yocca Carlson and Rauth LLP (Alice Ostdiek, aostdiek@stradlinglaw.com) as the individuals to whom such notice should be provided.

Sec. 6. Authorization to Deliver Resolution and Perform Other Necessary Duties. The City Clerk (or the City Clerk's designee) is authorized and directed, no later than May 3, 2024, to certify a copy of this Resolution to the County Elections Official and to perform such other duties as are necessary or required by law to the end that the proposition described herein should appear on the ballot at the special election identified in Section 2 of this Resolution.

Sec. 7. Local Voters' Pamphlet. The City authorizes participation in the County local voters' pamphlet to provide information on this ballot proposition. Committees to prepare arguments advocating approval and disapproval of the measure shall be appointed in accordance with RCW 29A.32.280, either by motion of the City Council or otherwise in accordance with the procedures of the County Elections Office. Each committee shall be composed of not more than

three persons, and the committee advocating approval shall be composed of persons known to favor the ballot proposition and the committee advocating disapproval shall be composed of persons known to oppose the ballot proposition.

Sec. 8. Severability; Construction. If any provision of this Resolution shall be declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be separable from the remaining provisions and shall in no way affect the validity of the other provisions, or of the levy or collection of the taxes authorized herein.

Sec. 9. Effective Date. This Resolution shall take effect and be in full force immediately upon its passage and approval in accordance with law.

Councilmember introducing resolution

Passed and approved this ____ day of _____, 2024.

Council President

City of Everett, Washington
Proposition 1
Levy Lid Lift for

Quality of Life and Essential Public Services

The City Council has adopted Resolution 24-020 concerning funding for quality of life and essential public services.

If approved, this proposition would authorize a maximum regular property tax rate in 2025 of not more than \$2.19/\$1,000 assessed value. The incremental increase in 2025 would fund essential public services, including public safety, park maintenance, libraries, animal shelter, street maintenance, neighborhood groups, social services, the arts, and events, all as described in the Resolution. The 2025 maximum levy amount would be the basis to calculate subsequent levy limits. Qualifying seniors, veterans, and others would be exempt (ch. 84.36 RCW).

Should this proposition be: ☐ Approved? ☐ Rejected?

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

Proposed action 4/17/24

Consent

Action 4/24/24

Ordinance ☒

Public hearing

Yes ☒ No

Budget amendment:

☒ Yes ☐ No

PowerPoint presentation:

☒ Yes ☐ No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Susy Haugen

Phone number:

(425) 257-8612

Email:

Shaugen@everettwa.gov

Initialed by:

SH

Department head

Administration

Council President

Project:

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 \$28,963,330, for a total of \$32,912,704.

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 \$32,912,704.

	<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	32,912,704	(7,069,279)
2024 Amended Budget	\$ 772,574,168	\$ 471,728,768	\$ 300,845,400

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

**2024
Budget Adjustments
Tally Sheet**

	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

**2024
Budget Adjustments
Tally Sheet**

	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

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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

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	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

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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	

**2024
Budget Adjustments
Tally Sheet**

	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
Tally Sheet**

	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	

**2024
Budget Adjustments
Tally Sheet**

	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		2,950,000	(2,950,000)

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 and \$100,000 for Council of Neighborhoods. 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	
Increase COVID Recovery Program - Council of Neighborhoods Allocation	155	5XXXXXXXXX	100,000	
Decrease ending fund balance - Gen Gov't Special Projects	155	5XXXXXXXXX		2,950,000

	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
The Library Reserve received \$2,250 in donations. This amendment will appropriate the donations to spend on library books and operating supplies.					
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)
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.					
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)
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.					
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
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.					
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)				
Fund	Description	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance	
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	\$ -	\$ -	\$ 2,950,000	\$ (2,950,000)	
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	\$ 8,232,442	\$ (6,143,413)	
TOTAL		\$ 21,952,078	\$ 3,891,347	\$ 32,912,704	\$ (7,069,279)	

Project title: An ORDINANCE relating to Amendments to the City's Procurement Policy, Amending Ordinance 3781- 20

Council Bill #

CB 2404-01

Agenda dates requested:

Briefing 05/01/2024

Proposed action 05/08/2024

Consent

Action 05/15/2024

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Ordinance

Department(s) involved:

Finance

Contact person:

Susy Haugen

Phone number:

(425) 257-8612

Email:

shaugen@everettwa.gov

Initialed by:

sh

Department head

Administration

Council President

Project: Procurement Policy Amendments

Partner/Supplier: N/A

Location: N/A

Preceding action: Ordinance [3781-20](#)

Fund: N/A

Fiscal summary statement: None

Project summary statement: In 2020, the City Council adopted the City's Procurement Policy via Ordinance 3781-20. That Policy allows for revisions, additions and deletions to the Policy by the Mayor. Since the 2020 adoption, with recommendation by the Finance Department, the Mayor has approved certain administrative amendments, mostly updates required by law, clarifications, conforming processes to existing practices, and other technical matters. The [Procurement Policy updated with those amendments](#) is publicly available on the Procurement Division's website at <https://www.everettwa.gov/319/Procurement>.

This proposed ordinance would adopt two substantive, policy-related amendments to the Procurement Policy concerning relatively small procurements, for three key reasons:

- These procurements represent the bulk of procurements in number, and so processes associated with them can cumulatively cause significant staff burden.
- In addition, dollar thresholds related to small procurements can become outdated quickly in today's inflationary environment.
- Small procurements represent opportunities for small business, which may be helped by streamlining processes.

The two proposed amendments in the ordinance are:

Ordinance Section 1 (Small Works Roster). The City, like most Washington public agencies, uses a small works roster for projects less than \$350,000. Effective July 1, 2024, the Legislature revised the small works statute to now include an optional process to allow streamlined direct negotiation with small businesses and others. The proposed amendment would change the Procurement Policy to allow the City to use this new process.

Ordinance Section 2 (Departmental Solicitation). The Procurement Policy states that for non-construction procurements, the Procurement Division may informally solicit quotes. This amendment changes the Procurement Policy to allow this solicitation to be done also by City departments for procurements between \$10,000 and \$100,000, instead of this administrative work being solely shouldered by the Procurement Division.

Recommendation (exact action requested of Council):

Adopt Ordinance relating to Amendments to City's Procurement Policy, Amending Ordinance 3781-20.



ORDINANCE NO. _____

An ORDINANCE relating to Amendments to the City's Procurement Policy, Amending Ordinance 3781- 20

WHEREAS,

A. In 2020, the City Council adopted Ordinance 3781-20, which adopted the City's Procurement Policy. The Procurement Policy states in its Section 15 that the Mayor may make amendments to Procurement Policy, and the Mayor has made certain administrative amendments since 2020. The Procurement Policy, as updated by those amendments, is available for reference on the Procurement Division's public website.

B. Other amendments to the Procurement Policy regarding small procurements are in the public interest and adopted by City Council with the ordinance, all as set forth below.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A new section is added to Section 8 of the Procurement Policy as follows:

Effective July 1, 2024, the City may use the small works roster processes contained in RCW 39.04.152, including the processes in RCW 39.04.152(b) for small public works projects with an estimated cost less than \$150,000 for the purpose of increasing the utilization of small businesses.

On recommendation from the Finance Department, the Mayor will add subsections to this new section in the Procurement Policy as necessary for implementation. These subsections may include processes, procedures, and references to new standard small works forms. RCW 39.04.152 will not be implemented before the City establishes a "small, minority, women, and veteran-owned business utilization plan" as required by RCW 39.04.152(b).

Section 2. A new section is added to Section 7 of the Procurement Policy:

When a City department requires a procurement with a cost estimate of \$10,000 to \$100,000 (including shipping but not including sales tax), the department may use this section for solicitation of quotations from suppliers instead of the Procurement Division administering the solicitation. The department must obtain at least three competitive quotations. The departments must demonstrate due diligence to ensure eligible small business suppliers are invited to provide quotations. To the extent practical, departments using this section must equitably distribute opportunities among qualified suppliers.

On recommendation from the Finance Department, the Mayor will add subsections to this new section

in the Procurement Policy as necessary for implementation. These subsections may include processes, procedures, and references to new standard quotation forms.

Section 3. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 4. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 5. The enactment of this Ordinance shall not affect any case, proceeding, appeal, or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 6. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

City of Everett

Procurement Policy Amendment Briefing

May 1, 2024

Section 1 – Small Works Roster

Existing Provision:

This is a new state law that will be effective July 1, 2024. The proposed amendment provisions do not exist in the current policy.

Proposed Amendment:

The Amendment provides for an optional process to allow streamlined direct negotiation with small business and others.



Section 2 – Goods & Services

Existing Provision:

The Procurement Division may informally solicit quotes for non-construction procurements up to \$250,000.

Proposed Amendment:

Expands authorization to departments to obtain quotes for non-construction procurements between \$10,000 and \$100,000.



Section 2 – Goods & Services

Peer city comparison:

Auburn	\$100,000
Edmonds	100,000
Kent	65,000
Kirkland	50,000
Lynnwood	50,000
Marysville	74,999
Olympia	350,000
Renton	50,000
Shoreline	50,000
Vancouver	50,000



Questions





April 24, 2024

Mary Fosse
Council Member District 1
2930 Wetmore Ave, Ste 9-A
Everett, WA 98201

Dear Council Member Fosse,

Please find enclosed a hard copy of a letter that was emailed to Mayor Cassie Franklin on Friday, April 19, 2024, from the Everett Auto Dealers.

Thank you.



Mayor Cassie Franklin
City of Everett
2930 Wetmore Ave., Suite 10-A
Everett, WA 98201

The Everett Auto Retailers are writing to voice concerns about the B&O tax funding discussion regarding the future new or remodeled stadium for the Everett AquaSox.

First and foremost, our group supports Aquasox baseball and has enjoyed a great relationship with the Everett team since its inception in 1984, as the Everett Giants. Professional baseball is valuable family entertainment and is a great liaison to the Seattle Mariners. The local dealers have supported the team for many years and want to continue in the future.

Auto Dealers provide many benefits to the city of Everett, including hundreds of thousands of dollars of property tax, some of the largest local payrolls and employment, and significant sales tax collection. We face strong headwinds with the current interest rate environment and overheated inflation. Our future is as uncertain now as it has ever been.

We must convey that we do not support ANY increase of the current City of Everett B&O tax for any purpose, including the building of a new stadium or renovation of the current facility.

The current Everett B&O tax, which not all cities impose, is already challenging for local dealers' competitiveness. As you know, we oppose the current B&O tax which is based on gross receipts, not net profit. The B&O tax is an unfair, disproportional tax that affects high-dollar items with low profit margins regardless of success. Businesses such as automotive dealers already pay tens of thousands of dollars EACH to the city of Everett with this punitive tax and should not be penalized further with an increase. Increasing the B&O tax will only exacerbate our regional competitiveness even further. We should, rather, be exploring creative ways to alleviate costs to local businesses so consumers have a compelling reason to stay and shop in our community.


We wish the Everett AquaSox much success in the future and hope an alternative solution is found for the team to continue to bring family entertainment to the city of Everett.

Sincerely,
Everett Auto Retailers


Shannon Harnish (Apr 19, 2024 09:41 PDT)
Shannon Harnish, Chevrolet of Everett


Tom Lane (Apr 19, 2024 06:14 PDT)
Tom Lane, Dwayne Lane's Chrysler Dodge Jeep Ram


Chris Brown (Apr 19, 2024 13:53 PDT)
Chris Brown, Kia of Everett


Rory Klein (Apr 18, 2024 13:31 HST)
Rory Klein, Klein Honda


Tod Johnson (Apr 19, 2024 08:17 PDT)
Tod Johnson, Lee Johnson Hyundai of Everett


Matt Mead (Apr 18, 2024 20:09 EDT)
Matt Mead, Nissan of Everett


Luk Blackwell (Apr 18, 2024 16:07 PDT)
Luk Blackwell, Pierre GMC of Everett


Greg Rairdon (Apr 18, 2024 16:03 PDT)
Greg Rairdon, Rairdon's Volkswagon of Everett


Buzz Rodland (Apr 19, 2024 13:41 PDT)
Buzz Rodland, Rodland Toyota



EVERETT
museum of history

Board of Trustees

Mike Duerr, President
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Steve Bertrand
Bill Brown
Karen Mathews
Lee Mathews
Bill Rucker
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Everett City Council
2930 Wetmore Ave.
Suite 9-A
Everett, WA 98201

April 23, 2024

Dear City Council,

On behalf of the Everett Museum of History and its constituency, we implore the council to reconsider demolishing the Clark Park Gazebo. The structure is historical and has been a part of the lives of the people of Everett for so many years that it would be a shame to remove it.

The gazebo is in fair condition and would not be unreasonably expensive to restore. We are in support of the Everett Historic Commission's plan to incorporate it into the dog park and even enclose it if the issues surrounding the gazebo make it necessary.

Councilmembers, please consider that it is a responsible effort to preserve our community's history for our generations to come. We will thank you on their behalf.

Sincerely,

Barbara E. George
Executive Director

PO Box 5556
Everett, WA 98206-0556
425-256-2520
info@everettmuseum.org
www.everett-museum.org

From: duanes lowellneighborhood.org <duanes@lowellneighborhood.org>
Sent: Wednesday, April 24, 2024 6:19 PM
To: DL-Council
Cc: Paula Rhyne
Subject: [EXTERNAL] Requesting Support for CON ARPA Funds

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.

Hello City Councilmembers,
I totally support Paula's proposal tonight to give the Council Of Neighborhoods (CON) \$100,000 of ARPA funds to distribute to our neighborhood groups for the betterment of our communities.
Thank you so much for your community support.

Duane Steig
Chairperson
Lowell neighborhood Civic Association (LCA)
cell: 425.322.6504

From: Myles Wesener <mwesener@soseattle.com>
Sent: Thursday, April 25, 2024 2:55 PM
To: DL-Council
Subject: [EXTERNAL] Councilmember Rhyne's proposal to add \$100K to support our neighborhoods

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.

My name is Myles Wesener from Lowell neighborhood and I support Councilmember Rhyne's proposal to add \$100K to support our neighborhoods

Respectfully,

Myles Wesener

From: Dallas and Pals Off-Leash Dog Walking <elclayton34@gmail.com>
Sent: Thursday, April 25, 2024 11:02 PM
To: DL-Council
Subject: [EXTERNAL] Gazebo at Clark Park

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,

I just read an article about saving the gazebo at Clark Park.

I'm not sure I can be of any help but I am the President of a non-profit that stewards a dog park in SeaTac. We had major issues with homelessness, drugs, prostitution, illegal dump site, etc. prior to it being a dog park. Making it into a dog park completely cleaned the park up and has kept the undesirable activity away for almost 20 years now. Additionally, our park is maintained all by volunteers and supported financially all by donations so we have had to raise money and help to build a few shelters for rain protection. Having the historic shelter already in your park would be a wonderful asset to the park users and a wonderful compromise for the city and the historical commission.

Removing the gazebo almost certainly, will not stop the undesirable activity.

I wanted to pass this information along in hopes it will help save the gazebo and that it can become an asset for the dog park so that keeping it is a win-win for everyone.

Elynn Miller, Owner
Dallas and Pals Off-Leash Dog Walking
www.dallasandpals.com
206-234-1564

From: Cindy Crenshaw <cinskobi@yahoo.com>
Sent: Friday, April 26, 2024 10:32 AM
To: DL-Council
Subject: [EXTERNAL] Allocation of \$100K

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.

My name is Cindy Crenshaw from Overlook at Riverfront (Lowell) and I support Councilmember Paula Rhyne's proposal to add \$100k to support our neighborhoods.

Cindy Crenshaw
Overlook at Riverfront
HOA President

From: Joanne Black <joanne.kathleen.black@gmail.com>
Sent: Friday, April 26, 2024 8:32 PM
To: Angela Ely
Subject: Re: [EXTERNAL] Property tax Levi lid
Attachments: image001.png; image002.png

My name is Joanne K. Black.
My address is 1407 Chestnut St, Everett, WA 98201. My email address is joanne.kathleen.black@gmail.com.
You have my permission to share my information.

I know you think the property tax Levi lid is small but instead of giving large apartment blocks tax breaks and payments especially in delta district;

Start taxing these big giant apartments.

Think.

People seem to find all kinds of money to gamble. Create an everett lotto.

Think.

If you set up 2 casino rds, which you are...delta and casino rd, you can forget your downtown revitalization. They will squeeze into the downtown worse than what you see now. But you are not going to tax the new developments. Instead You're going to give them a tax break on the backs of homeowners.

We already have gangs in delta, the drugs are being sold to children just down below the corner of East marine view drive and 12th. The teen gangs born in the riverside apartments (there was no underlying teen center, nothing anything we asked for so they were easy prey for the gangs we have in delta area) stole the tires off of the tax subsidized Vintage apartments and sold them less than 600 feet away. Police know about it. It's the teens from the apartments at Jackson park getting drug money because they have nothing to do by stealing the tires off of a disabled vets car...he had no legs. Police took the report and 3 days later Vintage apartments told him he had to tow his vehicle out of the garage because it had no tires. This is what happens at tax supported apartments.

No one listens to the people of delta. We asked for a teen center, some kind of substructure along with the apartments. We did not get it. Hence teen gangs. Will your property tax Levi lid raise pay for more schools needed for 15 story apartment blocks? No, we're going to have to bear the burden of new taxes while the big apartment buildings you're shoving into get tax dollars handed to them. So we have the property tax Levi lid, we have new property taxes for schools, more taxes for Police, even bigger taxes on food. And gas. More funds for city workers. And no money spent on infrastructure to even build a clubhouse for teens to stop the gangs from getting them on drugs so they don't steal the tires from legless veterans, burglaries, storage break-in, stolen cars, from the tenants and property owners.

Our seniors who can barely afford to pay property taxes. Believe it or not, property owners, on the cutting edge of your get your taxes pushed back with an interest rate loan, have to depend on food banks for food and will this tax lid give more money to those foodbanks? No.listen. Food banks for food. Not fresh veggies, fruit, supplements...using food banks for food.

We are breaking.

We are breaking.

We are breaking.

And remember prop 13 in California, stopping tax increases. That happened when home owners were breaking

On Wed, Apr 17, 2024, 3:58 PM Angela Ely <AEly@everettwa.gov> wrote:

Category 2: Sensitive information

Thank you for submitting your email to Council.

If you are wanting your email to be submitted as written comment for the record at our Council meeting this evening, I would need your city of residence and confirmation of your name.

The written comment process consists of your email being shared with the city clerk, legal, and administration. The city clerk would include it in the online packet that they post online and would become a permanent record. We typically submit written communication pertaining to a current agenda item as written comment, but it is not required.

If your purpose was mainly to share your thoughts with Council, then there is no additional information needed from you.

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: Joanne Black <joanne.kathleen.black@gmail.com>

Sent: Wednesday, April 17, 2024 3:55 PM

To: DL-Council <Council@everettwa.gov>

Subject: [EXTERNAL] Property tax Levi lid

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.

We can't afford another lift. Can you please stop giving these developers big breaks for building in north everett? You have done nothing to improve this area except build.

I asked for a teen center when the riverside apartments got put in. You did not. Now teens are stealing TIRES from the vintage apartments on marine view drive. We have gangs of them simply because there is NOTHING TO DO up here. Do you see them in the big park? No. They're out stealing things so they can buy drugs.

Library? No. And now we have gangs. And riverside apts is showing a healthy profit. Yay! While disabled and elderly people get their cars vandalized.

You want to raise property taxes? What do you going do for school refurbs when the new 15 story apartments get built?

Raise property taxes again, lift lids on levies.

NO!

Tax the developers.

From: Jane McClure <jcmclure01@gmail.com>
Sent: Saturday, April 27, 2024 10:51 PM
To: Cassie Franklin; DL-Council; Mary Fosse; Paula Rhyne
Cc: Henry Cotter
Subject: [EXTERNAL] A rebuttal to preserving the 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.

April 27, 2024

Mayor, Cassie Franklin
Everett City Council Members: Schwab, Vogel, Bader, Tuohy, Fosse, Rhyne, Zarlingo

Nostalgia vs. today's realities

The number of meetings, press, and emotion generated over the fate of the gazebo, feels disingenuous and far too little too late.

It's hard not to be insulted knowing, in the past 30 years, no opportunity arose for the Historical Commission, Everett Historical Society and others (?) to come together and participate in revitalizing the gazebo and helping head off Clark Park's decline. No one currently advocating to preserve the gazebo, has shown the least bit of interest in finding genuine solutions for my neighborhood's historic park.

Clark Park may be the oldest park, however, Clark Park is not a destination park for city events. It's a walkable neighborhood park. It doesn't have a parking lot. It doesn't have restrooms. It's not used for citywide events because it cannot accommodate large crowds. Legion Park is the city's destination park. Clark Park is referred to as the Homeless Park.

It goes without saying preservation of authentic historic edifices, buildings, art, music, what-have-you is crucial to the culture and soul of our city. However, when is it time to prioritize public peace, property values, family safety, and acknowledge the drain on the time and energy of public resources spent responding to the calls about the next Clark Park crisis. The Historic Commission will say it's not the gazebo's fault, which doesn't answer the issue of how the gazebo is being used today. The gazebo's location provides shelter for drug users, screens unlawful behavior from full view, serves as a trash container and urinal. This is not your grandma's gazebo.

I was disappointed in the Historic Commissions wait and see attitude. There was no offer of real help. They offer no solutions. It's not in their backyard so it's easy to adopt a let's wait another year and see if Bayside Neighborhood Association got it right.

District 2 Representative, Paula Rhyne's , suggestion offering the gazebo for purchase by a private party, has real merit and deserves consideration. It's one of the first potential solutions that gets at the real problems; the costs, and gazebo's physical location in the park.

I offer a second consideration. Use materials from the gazebo and build arches at each corner of Clark Park, creating entrance arches at each corner of the block. These arches would be in keeping with the entrance design of the off-leash park. Arches at each corner would unify the entire block as a city park, repurpose materials, and further revitalize Clark Park.

My questions are these should this issue of the gazebo drag on:

- 1) What will be the gazebo's purpose? It is not used today in the ways it was when it was built.
- 2) If it is restored, how will it be kept from being repeatedly vandalized, incurring costs annually?
- 3) Will it have electricity?
- 4) Will the people on the Historical Commission schedule regular trips to Clark Park? Do they do that now?
- 5) Other than the last eight to 10 weeks has anyone from the Historical Commission been to Clark Park with their families, and brought chairs so they could sit in the gazebo? (Driving by doesn't count.)

I apologize for getting snarky. I see the oppositions point, however, it's a tempest in a teapot. Keeping the gazebo will not improve, correct, or enhance conditions in Clark Park. Thank you for your attention to this email.

Sincerely,

Jane

Jane C McClure
2510 Rucker Ave,#6
Everett WA 98201

From: Bayside Neighborhood <info.bayside.na.wa@gmail.com>
Sent: Wednesday, May 1, 2024 2:25 PM
To: Paula Rhyne; Donald Schwab; Scott Bader; Judy Tuohy; Mary Fosse; Elizabeth Vogeli; Ben Zarlingo
Cc: Cassie Franklin; DL-Council; Angela Ely
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.

Dear Everett City Council Members,

I am a resident of the Bayside neighborhood and Chair of Bayside Neighborhood Association (BNA), and I'm writing in favor of the removal of the gazebo at Clark Park and the addition of a dog park at Clark Park as planned by Everett Parks & Facilities.

The gazebo was an obvious issue at Clark Park which led to it sitting behind a twelve-foot tall, chain link fence for 20 years, until we stepped up and asked if it might be removed to use as an event space. Long-time staff at the park agree BNA have been the first ones in over a decade to be interested in the gazebo. Everett Police, Parks Rangers, and Parks staff have been wonderful to work with over the years and they were excited to help us with the gazebo. Bayside Neighborhood has never been idle about the problems at Clark Park, and by hosting multiple events over the last 3 years, we see firsthand the problems that the gazebo brings to the park.

WE have not been silent, but we have been alone in our plight to improve Clark Park. Those who would count themselves as supporters of the gazebo have not used it for any activities, they have not attended any of our events, they have not attended our neighborhood meetings, and have offered no real help or actual solutions. Their "solution" is to wait two years (i.e. doing nothing). But two years will turn into 10 years, which turns into 20 years and the gazebo will again be forgotten by them.

It was disappointing and quite bewildering to see the Historical Commission's decision to 'indefinitely postpone' a vote on the certificate of appropriateness before them, despite the city attorney giving their legal opinion that a certificate was adequate. Their duty is to advise the City Council on matters like this, and by not voting yes or no, they decided to NOT offer advice.

Please allow me to offer this. Councilmember Paula Rhyne's suggestion to declare the gazebo as surplus property deserves serious consideration and, from BNA's point of view, is a very good compromise. It's the only solution that gets at the real problems: it mitigates the gazebo as a focal point of crime & drug use and it alleviates the substantial costs of its renovation, given the city is looking at deficits in the years ahead and is putting a levy lid lift vote to city residents in August. By allowing someone to purchase, move, and renovate it with their own funds, the gazebo can live on in a more appropriate location.

Our ultimate goal is for Clark Park to be used by everyone, and for everyone to feel comfortable and safe using the park. Many people will no doubt contact you about this issue, but because Clark Park sits squarely within the Bayside Neighborhood, the views of Bayside residents should carry the greatest weight when considering a solution to this situation. We strongly support the actions of the Parks Department to remove the gazebo from Clark Park for the betterment of our neighborhood, the Everett community at large, and the equitable enjoyment for all.

Thank you for your service and all you do for the City of Everett.

Henry Cotter
Chair - Bayside Neighborhood Association

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Bayside Neighborhood Association
www.baysidenayolasite.com

From: [Angela Ely](#)
To: [Marista Jorve](#)
Cc: [DL-Council](#); [David Hall](#); [Jennifer Gregerson](#)
Subject: FW: [EXTERNAL] Clark Park gazebo
Date: Wednesday, May 1, 2024 6:16:13 PM

Category 2: Sensitive information

Could you please submit the email below for written comment at this evenings Council meeting?

Thank you,
Angie

Category 2: For official use only / disclosure permissible by law.

From: Dulcy Stout <dulcy.stout@gmail.com>
Sent: Wednesday, May 1, 2024 6:01 PM
To: Paula Rhyne <PRhyne@everettwa.gov>; Donald Schwab <DSchwab@everettwa.gov>; Scott Bader <SBader@everettwa.gov>; Judy Tuohy <JTuhy@everettwa.gov>; Mary Fosse <MFosse@everettwa.gov>; Elizabeth Vogeli <EVogeli@everettwa.gov>; Ben Zarlingo <BZarlingo@everettwa.gov>
Cc: Cassie Franklin <CFranklin@everettwa.gov>; DL-Council <Council@everettwa.gov>; Angela Ely <AEly@everettwa.gov>
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.

Hello Council Members,

I am writing to you as a resident of Bayside neighborhood and as secretary of the Bayside Neighborhood Association (BNA). I am in favor of the removal of the gazebo at Clark Park. I am also in favor of the addition of the dog park at Clark Park.

I have attended the last three Historical Commission meetings where the gazebo has been the topic of discussion. My understanding is that one of the arguments for keeping the gazebo is because of the memories people have of their families enjoying the park and the gazebo from years past. Clark Park, as the city's first park, and the gazebo used to be the hub of Everett with social events and musical entertainers performing in the gazebo. I'm sure it was lovely, exciting, fun, and fostered a sense of connection and belonging. I empathize with the people who can remember these times as I am certain this is an emotional subject for them. I have wonderful memories of my grandma and grandpa, remembering the special and fun experiences we had together. My grandparents lived in Ohio, and I spent most of my life on the eastern side of the U.S. I have no physical reminders for me of my grandparents but that does not negate the presence of my memories or diminish their specialness. Our memories do not live in objects; they are in us, our minds, and our hearts. I wonder how many families today are being robbed of the opportunity to create their own special memories because they are scared to take their children to the park to play at the playground or play football or soccer in the grass or enjoy a picnic in the park. The people who have shared their fears of the park with us, BNA,

live so close to the park they could walk, and some live right across the street. Clark Park could be an asset for these families as well as for all of Bayside neighborhood, but not in its current state. From what I know, the individuals who argue for keeping the gazebo do not live in Bayside neighborhood and do not visit Clark Park. BNA invited the Historical Commission to our last event at Clark Park on March 30th, Bugs and Blooms. I saw none of them there.

I have not heard any solutions being offered by Historic Everett or the Historical Commission. It seems the sentiment is to leave it and wait. The Everett residents who have been most impacted by the deteriorating situation at Clark Park have been waiting for 30 years. Bob Leonard and Kimberly Moore, from Parks and Facilities, presented a detailed timeline at a Historical Commission meeting of the city's efforts to revitalize the park. As a small, volunteer led neighborhood organization, BNA has done what we could to encourage Bayside residents to come out to the park. These efforts have, unfortunately, not been successful in transforming Clark Park into a safe space where residents want to spend time, though we will not stop trying. I am of the belief that removal of the gazebo and the addition of the dog park will bring new life to Clark Park. The option of removing the gazebo was not arrived at overnight and it was not BNA's first choice. BNA had many meetings with Parks and Facilities, discussing the design of shutters for the gazebo and the option of adding electricity. It became clear that renovating the gazebo was too cost prohibitive.

If the gazebo were to stay, I believe that once the hysteria that is currently being generated dies down, Historic Everett and the Historical Commission will once again forget about the gazebo. The gazebo will continue to deteriorate until it gets to the point of literally falling apart and community members will continue to keep their distance from the park.

I strongly support the actions of the Parks and Facilities Department to remove the gazebo from Clark Park for the betterment of our neighborhood, the Everett community at large, and the equitable enjoyment for all.

Thank you for all you do for the City of Everett.

Dulcy Stout