



**COMMUNITY DEVELOPMENT SPECIAL PROJECT GRANT CONTRACT  
(CONSTRUCTION)**

This GRANT CONTRACT is made and 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 Grantee identified in the Basic Provisions below ("**Grantee**"). This Contract includes the Basic Provisions, the attached General Provisions, and the attached Exhibit A. The City Council has authorized the City to expend monies for the project specified in this Contract in accordance with the provisions of this Contract.

BASIC PROVISIONS	
Award Year	2024
Grantee	Compass Health, a Washington nonprofit corporation
	4526 Federal Ave, MS#31 Everett, WA 98203
	Contact Name: Tamera Sanders
	Tamera.sanders@compassh.org
Project	Construction of Compass Health Broadway Campus Rebuild Project, substantially as set forth in the final construction drawings by Ankrom dated May 4, 2023.
Contract Number	CRF-2024-11
Project Construction Period	Beginning Date: September 15, 2023 Completion Date: May 30, 2025
Maximum Reimbursement Amount	\$1,000,000

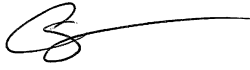
<b>Request for Reimbursement Deadline Date</b>	July 30, 2025
<b>Additional Provisions</b>	<p>For the purpose of determining the effective date for calculation of prevailing wage rates under Section IV below, the Grantee shall use the same effective date as already being used to calculate prevailing wage rates for the ongoing Project construction.</p> <p>Grantee warrants that it is not subject to state or federal debarment.</p>

**END OF BASIC PROVISIONS**

IN WITNESS WHEREOF, the City and Grantee have executed this Contract.

**CITY OF EVERETT  
WASHINGTON**

**COMPASS HEALTH, A WASHINGTON NONPROFIT  
CORPORATION**



\_\_\_\_\_  
Cassie Franklin, Mayor

*Tom Sebastian*

Signature: \_\_\_\_\_

Name of Signer: Tom Sebastian

Signer's Email Address: tom.sebastian@compassh.org

Title of Signer: President/CEO

07/10/2024

\_\_\_\_\_  
Date

ATTEST



\_\_\_\_\_  
Office of the City Clerk



STANDARD DOCUMENT  
APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY  
NOVEMBER 2, 2023

**ATTACHMENT  
SPECIAL PROJECT CONTRACT  
(GENERAL PROVISIONS / CONSTRUCTION)**

**I. Project Scope of Services**

A. The Grantee shall perform or cause to be performed the project generally described in the Basic Provisions. This project is more specifically described in AmpliFund under the Contract Number referred to in the Basic Provisions. The project as described in AmpliFund is referred to in this Contract as the "Project." AmpliFund is the City's online Grant Management Software program for grant management, payment submission, accomplishment tracking, and additional responsibilities from the Grantee as needed for City monitoring. The City may, after 10 days written notice to Grantee, unilaterally adjust budget items within Amplifund, and such adjustments are deemed to amend this Contract without need for a separate amendment.

B. The City agrees to reimburse the Grantee an amount not to exceed that amount described in Section III of this Contract. Such funds shall be expended during the Project Construction Period as described herein in accordance with the provisions of this Contract and the rules, regulations and laws applicable to the expenditure of general fund monies by the City.

C. Residents of the City of Everett, Washington must benefit from the Work funded in accordance with this Contract. For the purposes of this Contract, a resident of the City of Everett is a person who resides within the city limits established by the City's Planning and Zoning maps.

**II. Time of Performance**

A. The term "Project Construction Period" as used in this Contract means the period of time between the beginning date stated in the Basic Provisions and the completion date stated in the Basic Provisions.

B. Grantee shall commence work on the Project no later than thirty (30) days of the date of execution of this Contract. Grantee shall work expeditiously, diligently and continuously to complete the Project to the reasonable satisfaction of the City on or before the end of the Project Construction Period.

**III. Grant Amount/Use Covenant**

A. Subject to the terms and conditions of this Contract, the City shall reimburse the Grantee a sum not to exceed the Maximum Reimbursement Amount (stated in the Basic Provisions) for undertaking the Project. Any funds not paid to the Grantee within the Project Construction Period shall remain the property of the City and the Grantee loses all legal entitlement to such funds. **Requests for Reimbursement must be received by the City no later than Request for Reimbursement Deadline Date (stated in the Basic Provisions) to qualify for payment under this Contract.**

B. The Grantee will be paid in accordance with the terms and conditions of this Contract and in accordance with the projected budget set forth for the Project in Amplifund and incorporated herein by reference.

C. Prior to disbursement of any funds hereunder to Grantee by the City, the City and Grantee shall cause to be executed, and Grantee shall cause to be recorded with the Snohomish County auditor, a restrictive covenant against the Project property substantially in the form attached as Exhibit A.

#### IV. **Personnel**

A. The parties intend that an independent Grantee relationship will be created by this Contract. The City is interested only in the results to be achieved. The implementation of the Projects will lie solely with the Grantee. No agent, employee, or representative of the Grantee shall be deemed to be an employee, agent, servant or representative of the City for any purpose, and the employees of the Grantee are not entitled to any of the benefits the City provides for City employees. The Grantee will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, during the performance of this Contract.

B. The Grantee shall provide all personnel required to perform the Project under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City. All personnel engaged in the work pursuant to this Contract shall be fully qualified and shall be authorized or permitted under state and local law to perform such service.

C. The Grantee shall be responsible for total supervision of the Project.

D. **The "Grant Manager" for the Project will be assigned by the Grantee in AmpliFund at the beginning of the Project Construction Period.** The Grant Manager may be changed by the Grantee, but only upon written notice to the City's Community Development Manager. **The Grant Manager shall be responsible for executing request for fund reimbursements, known as "Pay Requests," in AmpliFund.**

E. No member of Grantee's governing body or its personnel shall have any direct or indirect personal financial interest in this Contract which affects his/her personal interest or the interest of any private corporation, partnership or association in which he/she is directly or indirectly interested. For the purposes of this section, partial ownership of publicly traded businesses is not a "direct or indirect interest" unless such partial ownership is sufficiently large as to be able to control the business in whole or in part.

F. The Grantee shall comply with all federal, state, and local laws and regulations applicable to the work to be done under this Contract. Without limiting the foregoing, Grantee shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, national origin, or other circumstance prohibited by applicable federal, state, or local law or ordinance. The Grantee 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.

G. The wage rates to be paid to all laborers, workers, and mechanics who perform any part of the Project shall not be less than the prevailing wage rates as required by Chapter 39.12 RCW. This requirement applies to Project laborers, workers, and mechanics whether they are employed by the Grantee, subcontractors, sub-subcontractors, or any other person who performs a portion of the Work contemplated by this Contract. Prevailing wage rates applicable to the Project, which is located in Snohomish County, may be found at the following website address for the Department of Labor & Industries: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>. A copy of the applicable prevailing wage rates is also available for viewing at the City of Everett's Community Development Office, 2930 Wetmore Ave, Everett, WA 98201. Upon request, the City of Everett will mail a hard copy of the applicable prevailing wages for the Project.

#### **V. Subcontracting and Assignability**

None of the Project work or services covered by the Contract shall be subcontracted without the prior written consent of the City of Everett Community Development Manager. Grantee shall not assign any interest in this Contract and no interest herein may be otherwise transferred without the prior written consent of the City of Everett Community Development Manager. For the purposes of this Section V, Project work may be subcontracted to Compass Health Broadway QALICB, a Washington non-profit corporation, and its subcontractors.

#### **VI. Grant Management Software**

A. The City has contracted with a third party, AmpliFund, for online grant management. AmpliFund is the formal portal for primary submission of grant materials to the City. The City agrees to maintain appropriate licensing and software during the Project Construction Period for ongoing use of grant management with AmpliFund.

B. Grantee agrees to maintain an active user registration for the subrecipient award portal and take all other actions necessary for Grantee to implement this Contract and the Project with AmpliFund. If Grantee does not comply with this for any reason, the City may refuse to pay Pay Requests until the Grantee is in full compliance. All items for reimbursement, including but not limited to Expense Reporting and Pay Requests with supporting backup documentation, must be submitted through AmpliFund. The Grantee is responsible for identifying a Grant Manager, responsible for submitting Pay Requests on behalf of the organization, and responsible to add additional users as needed.

C. The City cannot access Grantee accounts in AmpliFund and is not responsible for Grantee user portal roles and/or registration. If Grantee encounters problems using AmpliFund, Grantee must refer all questions to AmpliFund. The City will not provide service support for Grantee's AmpliFund use; that is the sole responsibility of Grantee.

#### **VII. Public Records Act**

Grantee 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 Grantee. Records subject to the Act may include without limitation all information or other records submitted into AmpliFund by Grantee. Grantee 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, Grantee shall deliver to the City copies of (or access to) all records relating to this Contract or relating to the Project that the City determines qualify as the City's public records under the Act.

**VIII. Reports, Payment and Disbursements**

A. Grantee shall fill out and submit to the City, in AmpliFund, requests for reimbursement for the period in which expenses are incurred.

B. Disbursements by the City from this Contract shall be on a reimbursement basis covering actual expenditures by the Grantee or obligations of the Grantee currently due and owing, but not paid. Disbursements shall be limited to Project construction costs and shall be made only upon the occurrence of all the following, in addition to compliance with all other conditions contained in this Contract:

(1) Receipt by the City of a reimbursement request in AmpliFund through Pay Requests and supplemental Expense Reports that are supported by copies of vouchers, invoices, salary and wage summaries as necessary to demonstrate payment of prevailing wages, or other acceptable documentation; and

(2) A determination by the City that the Grantee is in compliance with all Contract provisions.

C. The City will not process claims for reimbursement until all supporting documentation is provided in the correct and proper format. The City reserves the right to deny or withhold payments pending timely delivery of documents as may be required under this Contract.

**IX. Project Construction, Documents and Records**

A. All plans, reports, maps and any other document published or otherwise completed as a part of this Contract shall be made available to the City for inspection within 10 business days after request by the City.

B. All documents and records maintained by the Grantee in connection with the Project shall be made available for inspection upon request by the City.

C. Project construction shall be in accordance with all applicable laws, regulations, and permits.

**X. Ownership of Project Materials**

A. Except as otherwise provided in this Contract, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates and reports prepared by the Grantee under this Contract shall be the property of the Grantee.

B. No report, device, thing or document of whatever kind or nature produced in whole or in part under this Contract shall be the subject of an application for copyright or patent by or on behalf of either party without the prior written approval of the other.

#### **XI. Termination**

A. If Grantee uses the Grant for any purpose other than the Project, the City may terminate this Contract by giving written notice to the Grantee and specifying the effective date, at which time Grantee shall pay to the City any funds not used for the Project. .

B. The City may terminate this Contract in the event that, for any reason, funds are not available to the City for the purpose of meeting the City's obligation hereunder.

C. Notwithstanding any other provision of this Contract, the Grantee shall not be relieved of liability to the City for costs, if any, assessed against the City as a result of Grantee's actions or failure to act under this Contract. The City may withhold payment to the Grantee for the purpose of setoff until the exact amount of any such costs is determined.

#### **XII. Hold Harmless Provision**

A. Except as otherwise provided in this section, the Grantee hereby agree to defend and indemnify and hold harmless the City from any and all Claims arising out of, in connection with, or incident to (1) the Project, or (2) any breach of this Contract or (3) any negligent or intentional acts, errors, omissions, or conduct by Grantee (or its employees, agents, representatives subcontractors/subconsultants) relating to this Contract. The Grantee is obligated to defend and indemnify and hold 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. The Grantee's duty to defend and indemnify and hold harmless pursuant to this section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Grantee. The Grantee shall not indemnify the City for Claims caused solely by the negligence of the City. As used in this section: (1) "City includes the City's officers officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, 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. If, and to the extent, Grantee employs or engages subconsultants or subcontractors, then Grantee shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Grantee pursuant to this section.

B. The Grantee agrees to release, indemnify and promises to defend and save harmless the City and its officers, agents and employees from any and all liability of any nature or kind, including all costs and legal expenses, for or on account of any patented or unpatented



invention, process, article or appliance manufactured for use in the performance of the Contract, including its use by the City unless otherwise specifically stipulated in this Contract.

C. Grantee shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other employer taxes and contributions, including but not limited to industrial insurance (Workmen's Compensation), and the Grantee agrees to hold the City harmless and indemnify the City from claims, valid or otherwise, made to the City because of these obligations.

D. Solely and expressly for the purpose of its duties to indemnify and defend and hold harmless the City, Grantee specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Grantee recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

### **XIII. Insurance Requirements**

A. The Grantee shall comply with the following conditions and procure and keep in force during the term of this Contract, at the Grantee's own cost and expense, the following policies of insurance 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.

(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.

(3) Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile.

B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without thirty (30) days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Grantee to furnish the required insurance during the term of this Contract.

C. Prior to the Grantee performing any Work, Grantee shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. The Grantee shall provide the City with endorsement(s) for the CGL and auto policies naming the City of Everett, its officers, employees, and agents as Additional Insureds Receipt by the City of any certificate showing less coverage than required is not a waiver of the Grantee's obligations to fulfill these requirements.

D. The Grantee shall require subcontractors to provide coverage that complies with the requirements stated herein.

### **XIV. Complete Agreement**

A. This Contract 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.

B. The City or Grantee may from time to time request changes in the scope of the services to be performed or the Project undertaken hereunder. Such changes which are mutually agreed upon by and between the City and the Grantee shall be incorporated in written amendment to this Contract.

C. This Contract may only be changed by a written agreement explicitly stating it is intended to change this Contract and signed by authorized representatives of the parties hereto; provided, however, that changes in budget items which do not result in an increase in the Contract amount, time extensions granted for the completion of performance, and changes in the scope of Grantee's services or projects which do not alter the basic Project purpose may be authorized by the Mayor or designee without the need for City Council approval.

**XV. Venue**

Venue for any lawsuit arising out of this Contract shall be in Snohomish County, Washington. The laws of the State of Washington shall govern this Contract.

**XVI. Non-Waiver**

The City's failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.

**XVII. Signature**

This Contract 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 Contract 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**  
**FORM OF RESTRICTIVE COVENANT**

*When Recorded, Return to:*

City of Everett – Community Development  
2930 Wetmore Ave, Suite 8B  
Everett, WA 98201

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**RESTRICTIVE COVENANT**

<b>Grantor:</b>	1) Compass Health Broadway QALICB, a Washington non- profit corporation	2)	
	<input type="checkbox"/> Additional on page _____		
<b>Grantee:</b>	1) City of Everett	2)	
	<input type="checkbox"/> Additional on page _____		
<b>Legal Description (abbreviated):</b>	UNIT A, BROADWAY BLOCK PHASE 2 AND 3, A CONDOMINIUM		
	<input checked="" type="checkbox"/> Additional on : Page 1		
<b>Assessor's Tax Parcel ID #:</b>	004390-795-017-00		
<b>Reference Nos. of Documents Released or Assigned:</b>	N/A		

This Restrictive Covenant is made this \_\_\_\_\_ of May, 2024 by Compass Health Broadway QALICB, a Washington nonprofit corporation ("**Grantor**") and is part of the consideration for the financial assistance provided by the City of Everett, a Washington municipal corporation (the "**Grantee**" or "**City**") for the construction of the Compass Health Broadway Campus Rebuild Project, pursuant to the Community Development Special Project Grant Contract between the City and Compass Health, a Washington nonprofit corporation ("**Compass Heath**") executed contemporaneously herewith (the "**City Grant Contract**"), for the real property legally described as follows:

UNIT A, BROADWAY BLOCK PHASE 2 AND 3, A CONDOMINIUM, ACCORDING TO THE PLAT  
THEREOF RECORDED AUGUST 7, 2023 AS RECORDING No. 202308075002, RECORDS OF SNOHOMISH  
COUNTY, WASHINGTON.

(the "**Property**").

This Restrictive Covenant will be filed and recorded in the official public land records of Snohomish County, Washington, and shall constitute a restriction upon the use of the Property and is construed as running with the land which shall pass to and be binding upon the Grantor, its successors and assigns, heirs, grantees, or lessees of the Property, commencing upon issuance of certificate of occupancy and ending fifteen (15) years from said date. Each and every contract, deed or other instrument covering or conveying the Property, or any portion thereof, shall be conclusively held to have been executed, delivered and accepted subject to such covenants, regardless of whether such covenants are set forth in such contract, deed, or other instruments.

NOW, THEREFORE, it is hereby covenanted, as follows:

Grantor, its successors and/or assigns, for the period as stated above shall provide or cause one or more tenants to provide, on a portion of the herein described Property, a behavioral health facility providing outpatient and inpatient behavioral health services within a four-story, 70,045 square foot behavioral health facility.

The Grantor will comply or shall ensure that its tenant(s) comply, as applicable, with all State and local codes, licensing requirements, and other requirements regarding the condition of the structure and the operation of the project in the jurisdiction in which the facility is located. The Grantor will keep any records and make any reports relating to compliance with this covenant that the City may reasonably require.

DEFAULT: If a violation of this Covenant occurs, the City may, after thirty (30) days' notice and opportunity to cure the violation which cure may be effected by the Grantor and or any other party with an interest in the Property, institute and prosecute any proceeding at law or equity to abate, prevent, or enjoin any such violation or to compel specific performance by the Grantor of its obligations hereunder; provided that, the Grantor shall not be required by any provision herein to evict a residential tenant. The City may also exercise any and all remedies available to it against Compass Health under the City Grant Contract. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time against Compass Health or fee title owner of the herein described property, or to impair, damage, or waive the right of the City to recover against Compass Health.

***[SIGNATURE AND NOTARY PAGE(S) FOLLOW]***

IN WITNESS WHEREOF, the parties hereto have executed and delivered by their duly authorized representatives this Restrictive Covenant as of the day and year written above.

**GRANTOR:**

COMPASS HEALTH BROADWAY QALICB,  
a Washington non-profit corporation

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WASHINGTON

} ss.

COUNTY OF SNOHOMISH

This record was acknowledged before me on \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_ as the \_\_\_\_\_ of COMPASS HEALTH  
BROADWAY QALICB, a Washington non-profit corporation.

*[Stamp Below]*

\_\_\_\_\_  
*Signature*

NOTARY PUBLIC in and for the State of Washington

My Commission

Expires \_\_\_\_\_

**CITY/GRANTEE**

CITY OF EVERETT,  
a Washington municipal corporation

By: \_\_\_\_\_  
Name: Cassie Franklin  
Title: Mayor

Attest:

\_\_\_\_\_  
City Clerk

STATE OF WASHINGTON

COUNTY OF	SNOHOMISH	}	ss.
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This record was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by Cassie Franklin, as the Mayor of the City of Everett, Washington municipal corporation.

*[Stamp Below]*

\_\_\_\_\_  
*Signature*

NOTARY PUBLIC in and for the State of Washington

My Commission

Expires \_\_\_\_\_











# COVID Relief Grant for Compass Health\_6.28.2024\_SD
















Final Audit Report

2024-07-10

Created:	2024-06-28
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWGsV96bQEqMZL-uxzIODoxvLyVKV0nEa

## "COVID Relief Grant for Compass Health\_6.28.2024\_SD" History

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-  Document e-signed by Marista Jorve (mjorve@everettwa.gov)  
Signature Date: 2024-07-10 - 9:25:52 PM GMT - Time Source: server
-  Agreement completed.  
2024-07-10 - 9:25:52 PM GMT