



**Everett City Council Preliminary Agenda**  
**6:30 p.m., Wednesday, August 21, 2024**  
**City Council Chambers**

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: August 14, 2024

Mayor's Comments: Swear In Of Police Officers: Hannah King And Jonathan Weiss

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 \$6,235,651.55 For The Period Ending August 3, 2024 Through August 9, 2024.

Documents:

[RES CLAIMS PAYABLE AUG 3, 2024 - AUG 9, 2024.PDF](#)

(2) Motion To Approve The Professional Services Agreement With Trevor Justin Government Relations LLC Through December 2025.

Documents:

[2025 LEGISLATIVE ADVOCACY PSA.PDF](#)

(3) Authorize The Mayor To Sign An Interlocal Agreement With Port Of Everett & Snohomish County To Pay An Allocation Of The Cost For The Jetty Landing Launch Float Replacement Project.

Documents:

[JETTY LANDING FLOAT REPLACEMENT PROJECT INTERLOCAL AGREEMENT.PDF](#)

(4) Authorize The Mayor To Sign And Accept The Appropriated Funds From The Snohomish County Human Services American Rescue Plan Act (ARPA) Of 2021, PL-117-2, Sec. 9901 For The Everett Main Library HVAC Replacement Project.

Documents:

[MAIN LIBRARY HVAC SNOHOMISH COUNTY HUMAN SERVICES ARPA FUNDS AGREEMENT.PDF](#)

(5) Authorize The Mayor To Sign The Professional Services Agreement Amendment 1 With PACE Engineers, Inc. In The Amount Of \$83,047.

Documents:

[PSA AMENDMENT 1 PACE ENGINEERS INC.PDF](#)

(6) Authorize The Mayor To Sign The Relinquishment Of Utility Easements For An Undeveloped Waterline.

Documents:

[RELINQUISHMENT OF EASEMENT - SUPERSONIC.PDF](#)

(7) Authorize The Mayor To Sign The Interlocal Cooperative Agreement With Everett Public Schools Concerning The School Resource Officer Program For 2024-2027.

Documents:

[SRO ILA EVERETT PUBLIC SCHOOLS 2024-25.PDF](#)

(8) Authorize The Mayor To Sign The Interlocal Cooperative Agreement With Mukilteo School District Concerning The School Resource Officer Program For 2024-2027.

Documents:

[SRO ILA MUKILTEO SCHOOL DISTRICT 2024-2025.PDF](#)

(9) Authorize Mayor To Sign The Interagency Agreement IAA25070 Between The Washington State Administrative Office Of The Courts And Everett Municipal Court.

Documents:

[SUBSTANCE USE DISORDER INTERAGENCY AGREEMENT.PDF](#)

#### PROPOSED ACTION ITEMS:

(10) CB 2408-16 – 2nd Reading - Adopt An Ordinance Creating A Special Construction Project Entitled "Municipal Court Security Camera Upgrades Project", Fund 342, Program 045, To Accumulate Construction Costs For The Project. (3rd & Final Reading 8/28/24)

Documents:

[CB 2408-16.PDF](#)

(11) CB 2408-18 – 2nd Reading - Adopt An Ordinance Establishing A Voluntary Separation Incentive Program That Will Be Available To Eligible City Of Everett Employees. (3rd & Final Reading 8/28/24)

Documents:

[CB 2408-18.PDF](#)

**ACTION ITEM:**

(12) Adopt A Resolution Concurring With Staff Recommendation And Authorizing The Mayor To Implement The Next Steps To Establish An Everett Chamber Of Commerce.

Documents:

[2024 Q3 COVID RELIEF RESOLUTION.PDF](#)

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

**BRIEFING:**

(13) CB 2408-19 – 1st Reading – Adopt An Ordinance Allowing Birthing Centers On The Ground Floor On Certain Designated Streets, Amending EMC Chapters 19.04 (Definitions) And 19.05 (Uses). (Public Hearing And 3rd & Final Reading 9/4/24)

Documents:

[CB 2408-19.PDF](#)

**PUBLIC HEARING:**

(14) Conduct A Public Hearing For The 2024-2029 Everett Transit Development Plan And 2023 Annual Report.

Documents:

[EVERETT TRANSIT 2024 TDP.PDF](#)  
[EVERETT TRANSIT 2024 TDP 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](https://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](mailto:aely@everettwa.gov) and identify the topic you wish to address.
- o Provide written public comments by email to [Council@everettwa.gov](mailto: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](https://everettwa.gov/citycouncil).

- o The Council meetings are broadcast on government-access cable Comcast Channel 21 and Frontier Channel 29. They are rebroadcast on Monday and Tuesday at noon; Thursday at 2 p.m. and 7 p.m.; Friday and Sunday at 7 p.m.; Saturday at 10 a.m.
- o Watch live meetings and recordings at [YouTube.com/EverettCity](https://www.youtube.com/EverettCity).

## **CONTACT THE COUNCIL**

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

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

The City of Everett does not discriminate on the basis of disability in the admission or access to, or treatment in, its programs or activities. Requests for assistance or accommodations can be arranged by contacting the Everett City Council Office at 425.257.8703. For additional information, please visit our website at <https://www.everettwa.gov/3129/American-Disabilities-Act-ADA-and-Title->.



RESOLUTION NO. \_\_\_\_\_

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

Whereas the claims payable by check against the City of Everett for the period Aug 03, 2024 through Aug 09, 2024, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

| <u>Fund</u> | <u>Department</u>            | <u>Amount</u>        | <u>Fund</u>         | <u>Department</u>            | <u>Amount</u> |
|-------------|------------------------------|----------------------|---------------------|------------------------------|---------------|
| 001         | City Council                 | 491.53               | 101                 | Parks & Recreation           | 9,233.46      |
| 002         | General Government           | 90,484.01            | 110                 | Library                      | 35,561.05     |
| 003         | Legal                        | 35,674.05            | 112                 | Community Theater            | 10,926.75     |
| 004         | Administration               | 3,639.65             | 114                 | Conference Center            | 1,200.00      |
| 005         | Municipal Court              | 4,079.23             | 119                 | Public Works-Street Improv   | 1,168,830.30  |
| 007         | Human Resources              | 913.49               | 120                 | Public Works-Streets         | 15,031.66     |
| 009         | Misc Financial Funds         | 248,402.21           | 130                 | Develop & Const Permit Fee   | 1,768.88      |
| 010         | Finance                      | 1,111.22             | 146                 | Property Management          | 22,487.91     |
| 015         | Misc Financial Funds         | 153.89               | 148                 | Cum Reserve_Parks            | 48.43         |
| 018         | Communications, Mktg & Engag | 338.68               | 152                 | Cum Reserve-Library          | 2,676.06      |
| 021         | Planning & Community Develop | 842.41               | 153                 | Emergency Medical Service:   | 95,956.00     |
| 024         | Public Works-Engineering     | 2,686.94             | 155                 | Capital Reserve Fund         | 34,877.84     |
| 026         | Animal Shelter               | 416.19               | 156                 | Criminal Justice             | 500.33        |
| 030         | Emergency Management         | 84.42                | 162                 | Capital Projects Reserve     | 270,848.38    |
| 031         | Police                       | 4,031.78             | 197                 | CHIP Loan Program            | 11,336.95     |
| 032         | Fire                         | 26,177.63            | 303                 | PW Improvement Projects      | 26,348.66     |
| 038         | Facilities Maintenance       | 325.15               | 336                 | Water & Sewer Sys Improv I   | 636,392.61    |
|             | <b>TOTAL GENERAL FUND</b>    | <b>\$ 419,852.48</b> | 342                 | City Facilities Construction | 2,449,955.20  |
|             |                              |                      | 354                 | Parks Capital Construction   | 12,875.94     |
|             |                              |                      | 401                 | Public Works-Utilities       | 590,547.04    |
|             |                              |                      | 425                 | Public Works-Transit         | 6,998.42      |
|             |                              |                      | 430                 | Everpark Garage              | 933.22        |
|             |                              |                      | 440                 | Golf                         | 74,304.73     |
|             |                              |                      | 501                 | MVD-Transportation Service   | 17,204.31     |
|             |                              |                      | 503                 | Self-Insurance               | 50,034.41     |
|             |                              |                      | 505                 | Computer Reserve             | 15,812.41     |
|             |                              |                      | 508                 | Health Benefits              | 11,613.05     |
|             |                              |                      | 637                 | Police Pension               | 42,423.49     |
|             |                              |                      | 638                 | Fire Pension                 | 21,198.10     |
|             |                              |                      | 661                 | Claims                       | 89,970.45     |
|             |                              |                      | 665                 | Other Special Agency Fund    | 49,269.42     |
|             |                              |                      | 670                 | Custodial Funds              | 38,633.61     |
|             |                              |                      | <b>TOTAL CLAIMS</b> | <b>\$ 6,235,651.55</b>       |               |

\_\_\_\_\_  
Councilperson introducing Resolution

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Council President

**Project title:** PSA for state legislative advocacy with Trevor Justin Government Relations LLC.

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 8/21/24  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Professional Services  
Agreement

**Department(s) involved:**

Administration

**Contact person:**

Jennifer Gregerson

**Phone number:**

425-257-8671

**Email:**

jgregerson@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Project:** 2025 State Legislative Advocacy Professional Services Agreement

**Partner/Supplier:** Trevor Justin Government Relations LLC

**Location:** NA

**Preceding action:** Legislative Session Preview: [1/3/24](#); Legislative Session Debrief: [4/3/24](#)

**Fund:** Department fund example: 004/Admin

**Fiscal summary statement:**

The cost of this PSA is \$66,625, beginning in September 2024 and extending to the end of 2025.

**Project summary statement:**

With the support of Trevor Justin Government Relations LLC along with excellent support from our state delegation, during the 2024 State Legislative Session, the City was able to obtain all three of our top funding priorities:

- \$500,000 in ongoing operating budget funding for the new mobile opioid treatment program
- advanced timeline for construction funding for the North Broadway Pedestrian Bridge
- legislative language changes to ensure the \$7.4million 2023 capital budget funding for a new stadium is available to the City of Everett.

Staff wish to continue our contract with Trevor Justin Government Relations LLC. A pre-session briefing will be scheduled before the 2025 session begins, and Council is invited to share legislative priorities with the Government Affairs Director at any time.

**Recommendation (exact action requested of Council):**

Motion to approve the Professional Services Agreement with Trevor Justin Government Relations LLC through December 2025.



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“**Agreement**”) is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (the “**City**”), and the Service Provider identified in the Basic Provisions below (“**Service Provider**”). This Agreement is for the purpose of the Service Provider providing services as set forth in this Agreement. This Agreement includes the Basic Provisions, the attached General Provisions, and the scope of work attachment, if any, referenced in the Basic Provisions.

| BASIC PROVISIONS                |  |
|---------------------------------|--|
| Service Provider                | Trevor Justin Government Relations LLC   |
|                                 | 7309 Ashdown Lane SE<br>Lacey, WA 98513  |
|                                 | trevor@tjgovrelations.com  |
| City Project Manager            | Jennifer Gregerson   |
|                                 | City of Everett -- Administration<br>2930 Wetmore Avenue   |
|                                 | Everett, WA 98201  |
|                                 | jgregerson@everettwa.gov   |
| Scope of Work (must select one) | <div><input type="checkbox"/> Scope of Work is attached. One sentence summary of scope of work is as follows <a href="#">Enter text</a></div> <div><input checked="" type="checkbox"/> Scope of Work is not attached. Instead, the Scope of Work is as follows: lobbying and advocacy support during the State Legislative session, as well as support before and after session; facilitating meetings, delivering key messages for Everett’s priorities</div> |

| BASIC PROVISIONS   |   |
|--|---|
| <b>Completion Date</b>                                       | August 30, 2025   |
| <b>Eligible Expenses (not-to-exceed)</b>                     | \$1,000   |
| <b>Maximum Compensation Amount</b>                           | \$66,625<br>Note: the Maximum Compensation Amount is <b>inclusive</b> of Eligible Expenses.   |
| <b>Method of Payment (must select one)</b>                   | <input type="checkbox"/> Lump Sum paid upon completion of all work.<br><input type="checkbox"/> Payment method is described in scope of work.<br><input checked="" type="checkbox"/> Payment method is as follows: monthly payments: September 2024-May 2025: \$6250 per month; June-August: \$3125 per month   |
| <b>State Retirement Systems (must answer both questions)</b> | <p>Does Service Provider have 25 or more employees?</p> <p><b>Answer: No</b></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><b>Answer: No</b></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 the above Basic Provisions, the attached General Provisions, and the scope of work attachment, if any, referenced in the Basic Provisions.

**CITY OF EVERETT  
WASHINGTON**

Enter Service Provider name – must match name in  
Basic Provisions

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

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

Name of Signer: Enter name

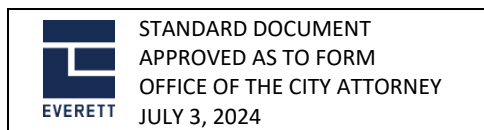
Signer's Email Address: Enter email address

\_\_\_\_\_  
Date

Title of Signer: Enter title

ATTEST

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



**ATTACHMENT**  
**PROFESSIONAL SERVICES AGREEMENT**  
**(GENERAL PROVISIONS v.070324)**

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. 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, 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.
2. **Intellectual Property Rights.** Unless otherwise expressly agreed in writing, all intellectual property rights in works created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. To the extent the Work includes material subject to copyright, Service Provider agrees that the Work is done as a “Work For Hire” as that term is defined under U.S. copyright law, and that as a result, the City shall own all copyrights in the Work. To the extent that the Work includes material subject to proprietary right protection but does not qualify as a “Work For Hire” under applicable law, Service Provider hereby assigns to the City all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). To the maximum extent permitted by law, Service Provider waives all moral rights in the Work. Notwithstanding the foregoing, Service Provider retains any intellectual property rights in works created by Service Provider prior to engagement, or not for its performance of this Agreement. Service Provider expressly represents and warrants that the Work shall be original and shall not infringe on another’s copyright, or rights in trade or service marks. Service Provider agrees to defend and indemnify City from any and all claims and damages arising out of this Agreement or the Work created hereunder.
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 Basic Provisions.
  - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. “Eligible Expenses” means those types and amounts of expenses approved for reimbursement by the City. If approval for reimbursement is not obtained from the City prior to Service Provider’s incurring the expense, Service Provider acknowledges that the City retains the option not to reimburse Service Provider. Eligible expenses shall not exceed the amount stated in the Basic Provisions.
  - 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.** Method of payment is as described in the Basic Provisions. All requests for payment must be sent to the City Project Manager Address in the Basic Provisions or such other address as the City Project Manager may designate in writing.
6. **Submission of Reports and Other Documents.** Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.
7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date"). The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.
8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.
9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
10. **Indemnification.** Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section

shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's obligations under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the termination of this Agreement.

11. **Insurance.** Service Provider shall procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, automobile liability insurance on all vehicles used by Service Provider in the performance of its duties under this Agreement. Proof of such insurance shall be provided to the City prior to performing any services hereunder. A statement certifying that no vehicle will be used in fulfilling this Agreement may be substituted for this insurance requirement.
12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.
13. **Independent Contractor.**
  - A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
  - B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
    - (1) Service Provider is free from control or direction over the performance of the service; and
    - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service



- is performed; and
  - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
  - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
  - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
  - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.
  - D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
  - E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with

Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.

15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.
19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.
20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third-party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**  
A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.  
B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment 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. Signatures with AdobeSign 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  
(v.070324)**

**Project title:** An Interlocal Agreement with Port of Everett & Snohomish County to pay an allocation of the cost for the Jetty Landing Launch Float Replacement Project

**Council Bill #****Agenda dates requested:**

Briefing  
Proposed action  
Proposed action  
Consent 08/21/24  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Interlocal Agreement with  
Port of Everett and  
Snohomish County

**Department(s) involved:**

Parks & Facilities  
Legal

**Contact person:**

Bob Leonard

**Phone number:**

425-257-8335

**Email:**

bleonard@everettwa.gov

**Initialed by:**

RML

Department head

Administration

Council President

**Project:** Jetty Landing Park Playground

**Partner/Supplier:** Port of Everett & Snohomish County

**Location:** 10<sup>th</sup> St. Boat Launch

**Preceding action:** None

**Fund:** CIP-3

**Fiscal summary statement:**

This Interlocal Agreement between the Port, the County, and the City commits each agency to pay an allocation of the cost for the matching portion of the grant for the Jetty Landing Launch Float Replacement Project (Project). The Port will pay for the upfront costs of the Project, which is estimated at \$1,250,000. The Port intends to seek grant funding of \$1,000,000. The total cost share portion of the Project for the parties is estimated at \$250,000. The parties agree to equally share in the cost share portion of the project, and in no event will the cost share portion of the Project exceed \$83,333.33 for each party.

**Project summary statement:**

The Port of Everett, in partnership with Snohomish County and the City of Everett, plans to replace the Jetty Landing existing (6) floats that are at their end of useful life. This interlocal agreement would authorize the Port of Everett to act as the lead agency and manage the project to completion. The Parties agree that the Port will be responsible at the Port's sole cost for ongoing operation and maintenance of the Project. The Port shall operate, periodically inspect, and maintain the Project in accordance with generally accepted schedules and standards. The project would improve the Jetty Island Landing and provide with an improved boat launch float system for users and visitors.

**Recommendation (exact action requested of Council):**

Authorize the Mayor to sign an Interlocal Agreement with Port of Everett & Snohomish County to pay an allocation of the cost for the Jetty Landing Launch Float Replacement project.

**INTERLOCAL AGREEMENT BETWEEN  
THE PORT OF EVERETT, SNOHOMISH COUNTY, AND THE CITY OF  
EVERETT REGARDING COST SHARING FOR  
JETTY LANDING LAUNCH FLOAT REPLACEMENT PROJECT**

This Interlocal Agreement (hereinafter the “Interlocal Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_ 2024, by and between the Port of Everett, a municipal corporation, hereinafter referred to as “Port,” Snohomish County, a political subdivision of the State of Washington, hereinafter referred to as “County,” and the City of Everett, a first-class charter city, hereinafter referred to as “City.” The Port, the County and the City may collectively be referred to herein as the “Parties.”

**RECITALS**

**WHEREAS**, it is in the public’s interest for these Parties, as public entities, whenever possible and practicable, to share facilities and resources; and

**WHEREAS**, Jetty Landing facilities are owned in common by the Port, the County and the City for the benefit of the public (such common-owned property, the “Property”); and,

**WHEREAS**, pursuant to the powers accorded to the Port, the County and the City pursuant to chapter 39.34 RCW, the Parties possess the authority and also have the desire to execute an intergovernmental cooperation agreement for this purpose:

**NOW, THEREFORE, in consideration of the mutual benefits of this Interlocal Agreement, the Parties agree as follows:**

**SECTION 1. TERMS AND CONDITIONS**

1.1 Subject to the provision of this Interlocal Agreement, the Port, the County, and the City each respectively commit to pay an allocation of the cost for the Jetty Landing Launch Float Replacement Project (Project). The planned scope of the Project is to replace the existing (6) floats that have outlived their useful life. The scope may change depending upon actual construction costs. Further details will be provided as they become available. The Port will pay for the cost of the Project, which is estimated at \$1,250,000. The Port intends to seek grant funding of \$1,000,000. The cost share portion of the Project for the Parties is estimated at \$250,000. The Parties agree to equally share in the cost share portion of the Project, and in no event will the cost share portion of the Project exceed \$83,333.33 for each Party.

The Port shall be responsible for invoicing the City and the County for their cost share portion of the Project, which sum shall not exceed \$83,333.33 for any individual Party. The invoices will detail the Project costs in excess of \$1,000,000.00 for allocation of the cost share portion. The City and County agrees to reimburse the Port within ninety (90) days after the Port notifies the County and in writing of the completion of the Project.

1.2 The Parties agree that Port will be the lead agency and manage the Project to completion.

The Port will execute the Project in accordance with all applicable laws.

1.3 The Parties agree that the Port will be responsible at the Port's sole cost for ongoing operation and maintenance of the Project. The Port shall operate and periodically inspect and maintain the Project in accordance with generally accepted schedules and standards.

1.4 Each Party's Point of Contact:

Port of Everett

Jetty Landing Park Playground Facility  
Project Manager Name: Jeff Lindout  
Title: Chief of Marina Operations and Marina Administration  
Address: PO Box 538  
City: Everett, WA 98206-0538  
Phone: 425.388.0669  
Email: Jefflin@portofeverett.com

Snohomish County

Name: Sharon Swan  
Title: Parks & Recreation Division Director  
Address: 6705 Puget Park Drive  
City: Snohomish, WA 98296  
Phone: 425.388.6616  
Email: sharon.swan@co.snohomish.wa.us

City of Everett

Name: Bob Leonard  
Title: Director of Parks and Facilities  
Address: 802 E. Mukilteo Boulevard  
City: Everett, WA 98203  
Phone: 425.257.8335  
Email: bleonard@everettwa.gov

## SECTION 2. INDEMNIFICATION

2.1 Each party agrees to and shall defend, indemnify and hold harmless each respective party, its officials, officers, agents and employees from and against any and all claims, suits, losses, damages, judgments, or liabilities of whatever nature, including any portion thereof, arising from or related to the indemnifying party's acts, omissions or performance under this Agreement. Each party's obligations herein shall be limited to the extent of the liability attributable to said party.

2.2 Waiver of Immunity Under Industrial Insurance Act. The indemnification provisions of Section 2.1 above are specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other parties only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these

provisions were specifically negotiated and agreed upon by them.

2.3 This section shall survive termination of this Agreement.

### SECTION 3. INSURANCE

Each party agrees to maintain liability insurance or self-insurance to cover claims, losses, damages, judgments or liabilities arising from their own acts, omissions or performance under this Interlocal Agreement or those of its officials, officers, agents and employees. The Port will require that the City and County be named as additional insureds on all liability insurance policies required to be maintained by Project contractor(s) under the Project construction contract(s).

### SECTION 4. TERMINATION

This Interlocal Agreement may only be terminated early by agreement of the Parties. The Interlocal Agreement automatically terminates upon removal of the entire Project from the Property.

### SECTION 5. GENERAL INTERLOCAL AGREEMENT PROVISIONS

5.1 The Parties will not form a separate entity to carry out the purposes of the Interlocal Agreement. The Port shall be the administrator of the interlocal cooperative undertaking with authority, including but not limited to, undertaking Project planning, design, engineering, permitting, construction and ongoing maintenance and stewardship activities for the Project. The Port shall periodically report to the County and the City on mutually acceptable intervals and provide reasonable documentation so that the County and the City are informed. The Port will also respond to inquiries made by the County and/or the City about the interlocal cooperative undertaking.

5.2 Property that is acquired as a result of the Interlocal Agreement will be held in the name of all three Parties unless it is determined and agreed by all three Parties that it should be held in the name of one or two of the Parties. If property is disposed of, it will be accomplished consistent with the grant contract or grant regulations or the agreement of the Parties.

### SECTION 6. DISPUTE RESOLUTION

6.1 In the event of any dispute or difference arising by reason of this Interlocal Agreement or provision or term thereof or the use of and/or payment for any facility or resource for the purpose of this Interlocal Agreement, the dispute or difference shall be resolved jointly by the City Mayor, the County Executive, and the Port Executive Director, or their respective designee(s). Such decision shall be arrived at as expeditiously as possible. In the event it is not resolved after the Parties have discussed the issues and attempted to resolve the matters for a period of twenty (20) days, then any party may commence a lawsuit in Snohomish County Superior Court.

**SECTION 7. THIRD PARTY BENEFICIARIES**

There are no third-party beneficiaries to this Interlocal Agreement, and this Interlocal Agreement shall not be interpreted to create such rights.

**SECTION 8. INTEGRATED AGREEMENT/AMENDMENT**

This Interlocal Agreement constitutes the entire agreement of the Parties and may be amended at any time in writing by agreement.

**SECTION 9. GENERAL PROVISIONS**

9.1 This Interlocal Agreement shall be effective upon the last of the authorized signatures of the Parties' representatives. A signature on this Interlocal Agreement may be in ink, pdf of signature, e-signature or other electronic process, and each such signature is fully binding. This Interlocal Agreement may be signed in counterparts.

9.2 Notice of this Interlocal Agreement shall be provided as required by RCW 39.34.040.

**PORT OF EVERETT**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2024

**Approved as to form:**

\_\_\_\_\_  
Port Attorney



**CITY OF EVERETT**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2024

**Approved as to form:**

**Attest:**

\_\_\_\_\_  
Office of the City Attorney


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

**SNOHOMISH COUNTY:**

\_\_\_\_\_  
By:  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2024

**Approved as to form:**

Marsh,  
George

 Digitally signed by  
Marsh, George  
Date: 2024.06.28  
12:08:16 -07'00'

\_\_\_\_\_  
Deputy Prosecuting Attorney



## City Council Agenda Item Cover Sheet

**Project title:** Accept the Appropriated Funds from the Snohomish County Human Services American Rescue Plan Act (ARPA) of 2021, PL-117-2, sec. 9901 for the Everett Main Library HVAC Replacement Project

**Council Bill #**

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 8/21/2024  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

SNOCO Human Services  
Contract PE 24-AR-01-198

**Department(s) involved:**

Parks and Facilities  
Administration  
Main Library

**Contact person:**

Bob Leonard

**Phone number:**

425-257-8335

**Email:**

[bleonard@everettwa.gov](mailto:bleonard@everettwa.gov)

**Initialed by:**

RML

Department head

Administration

Council President

**Project:** Everett Main Library HVAC Replacement

**Partner/Supplier:** Snohomish County Human Services

**Location:** 2702 Hoyt Ave

**Preceding action:** Funding Ordinance 4023-24

**Fund:** Fund 342, Program 041

**Fiscal summary statement:**

Snohomish County has appropriated funds from its portion of the Coronavirus Local Fiscal Recovery Funds (CLFR) pursuant to the American Rescue Plan Act (ARPA), PL 117-2, section 9901, to be used for the HVAC replacement project as set forth in the agreement in the amount of \$321,834.


**Project summary statement:**

The Main Library HVAC system has reached its end of life and needs replacement to keep up with the demands for a cooling and heating shelter in place location during extreme weather and hazardous air quality conditions. The City has partnered with Snohomish County Human Services to upgrade and improve the heating, ventilation, and air conditioning (HVAC) systems, and to design an improved system with CDC strategies for improving ventilation within the facility. Following the completion of the HVAC system upgrades, the Main Library shall be available to serve as a publicly accessible warming, cooling, and cleaner air center, during normal operating hours. Adequate HVAC systems are critical when offering public spaces to seek reprieve from extreme weather and hazardous air quality events.

SNOCO ARPA funds will be used as part of architectural and engineering services costs for the Main Library HVAC Replacement Project.

**Recommendation (exact action requested of Council):**

Authorize the Mayor to sign and accept the appropriated funds from the Snohomish County Human Services American Rescue Plan Act (ARPA) of 2021, PL-117-2, sec. 9901 for the Everett Main Library HVAC Replacement Project.

|                          |   |                    |   |                     |
|--------------------------|---|--------------------|---|---------------------|
| CONTRACT SPECIFICS       | <b>Contract Number:</b> <u>PE-24-AR-01-198</u> <b>Maximum Contract Amount:</b> <u>\$321,834</u>           |                    |   |                     |
|                          | <b>Title of Project / Service:</b> <u>Everett Main Library HVAC Replacement</u>                           |                    |   |                     |
|                          | <b>Start Date:</b> <u>06/01/2024</u> <b>End Date:</b> <u>09/30/2026</u>                                   |                    | <b>Status Determination:</b> <u>Subrecipient</u>                                    |                     |
| CONTRACTING ORGANIZATION | <b>Agency Name:</b> <u>City of Everett</u>  |                    |   |                     |
|                          | <b>Address:</b> <u>802 East Mukilteo Blvd., Bldg 100, Everett, WA 98203</u>                               |                    |   |                     |
|                          | <b>City, State &amp; Zip:</b> <u>Everett, WA 98201</u>  |                    | <b>IRS Tax No. / EIN:</b> <u>91-6001248</u>   |                     |
|                          | <b>Contact Person:</b> <u>Ruben Sanchez</u>   |                    | <b>Unique Entity Identifier:</b> <u>C1HRGLALTFU9</u>                                |                     |
|                          | <b>Telephone:</b> <u>425-257-6293</u>   |                    | <b>Email Address:</b> <u>RSanchez@everettwa.gov</u>                                 |                     |
| FUNDING SPECIFICS        | <b>Funding Authority:</b> <u>U.S. Department of the Treasury</u>  |                    |   |                     |
|                          | <b>ALN* No. &amp; Title:</b> <u>21.027 Coronavirus State and Local Fiscal Recovery Funds</u>              |                    |   |                     |
|                          | <b>Funding Specifics:</b> <u>American Rescue Plan Act of 2021, PL-117-2, sec. 9901</u>                    |                    |   |                     |
|                          | <b>Federal Agency:</b> <u>U.S. Treasury</u>   |                    | <b>Federal Award ID No:</b> <u>21.027</u> <b>Federal Award Date:</b> <u>5/11/21</u> |                     |
| COUNTY                   | <b>Program Division</b> <b>Contact Person</b> <b>Contact Email</b> <b>Contact Phone</b>                   |                    |   |                     |
|                          | <u>Administration</u>  | <u>Tyler Verda</u> | <u>tyler.verda@snoco.org</u>  | <u>425-262-2349</u> |

**Additional terms of this Contract are set out in and governed by the following, which are incorporated herein by reference:**

Basic Terms and Conditions HSD-2018- 101-198, maintained on file at the Human Services Department:

Business Associate Agreement BAA-2018- 101-198, maintained on file at the Human Services Department:

|                                       |                       |                                     |                       |
|---------------------------------------|-----------------------|-------------------------------------|-----------------------|
| Specific Terms and Conditions         | Attached as Exhibit A | Civil Rights Assurances Certificate | Attached as Exhibit E |
| Statement of Work/Project Description | Attached as Exhibit B | Invoice with ARPA Certification     | Attached as Exhibit F |
| Approved Contract Budget              | Attached as Exhibit C |                                     |                       |
| Certification Re Lobbying             | Attached as Exhibit D |                                     |                       |

In the event of any inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) appropriate provisions of state and federal law, (b) Specific Terms and Conditions, (c) Basic Terms and Conditions, (d) Business Associate Agreement, (e) other attachments incorporated by reference, and (f) other documents incorporated by reference.

THE CONTRACTING ORGANIZATION IDENTIFIED ABOVE (HEREINAFTER REFERRED TO AS AGENCY), AND SNOHOMISH COUNTY (HEREINAFTER REFERRED TO AS COUNTY), HEREBY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS CONTRACT. SIGNATURES FOR BOTH PARTIES ARE REQUIRED BELOW. BY SIGNING, THE AGENCY IS CERTIFYING THAT IT IS NOT DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED FROM PARTICIPATING IN FEDERALLY FUNDED PROGRAMS. \*ALN is the Assistance Listing Number formerly known as CFDA number for federal funding.

**FOR THE CONTRACTING ORGANIZATION:**

**FOR SNOHOMISH COUNTY:**

\_\_\_\_\_  
(Signature) (Date)

Mary Jane Brell Vujovic, Director (Date)

(Title)

## **EXHIBIT A**

### **SPECIFIC TERMS AND CONDITIONS**

#### **EVERETT MAIN LIBRARY HVAC REPLACEMENT**

The County has appropriated funds from its portion of Coronavirus Local Fiscal Recovery Funds ("CLFR") pursuant to the American Rescue Plan Act (ARPA), PL 117-2, section 9901, codified at 42 USC Section 802 *et seq.* to be used to pay for HVAC replacement activities as set forth in Exhibit B of the Agreement. These CLFR Terms and Conditions apply to the Agency's provision of HVAC replacement activities, for which the County has agreed to pay an amount not to exceed the amount shown as the Maximum Contract Amount on the Face Sheet. In case of conflict between these CLFR Terms and Conditions and the Agreement, the following order of priority shall be used: (1) CLFR Terms and Conditions, (2) Other Terms and Conditions governing funding under this Agreement, and (2) Exhibit B of this Agreement.

Prior to execution of and receipt of payment under this Agreement, the Agency shall provide the County the following documents completed to the County's satisfaction:

- Statement of Work in the form attached hereto as Exhibit B.
- Contract Budget in the form attached hereto as Exhibit C.
- Certification Regarding Lobbying including Lobbying Disclosure Form in the form attached hereto as Exhibit D.
- Civil Rights Assurances Certification in the form attached hereto as Exhibit E.
- Invoice with Agency Certification in the form attached hereto as Exhibit F.

#### **I. TERMS AND CONDITIONS**

Agency agrees to comply with Section 603(c) of the Social Security Act, regulations as promulgated by the Department of Treasury (31 CFR Part 35) as amended; Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions promulgated by the U.S. Department of the Treasury, as amended; and Compliance and Reporting Guidance – State and Local Fiscal Recovery Funds as promulgated by the U.S. Department of the Treasury, as amended. The Agency shall also comply with regulatory requirements under the Uniform Guidance at 2 CFR Part 200.

##### **A. Compliance with Specific Laws, Regulations, and Agreements**

The Agency also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and the Agency shall require compliance of the same in any contract it enters into with other parties relating to this

Agreement. Federal regulations applicable to the funding provided in this Agreement include, without limitation, the following:

1. 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation, including, Subpart A (Acronyms and Definitions), Subpart B (General Provisions), Subpart C (Pre-Federal Award Requirements and Contents of Federal Awards) [excluding 204 (Notices of Funding Opportunities), 205 (Federal awarding agency review of merit of proposal), 210 (Pre-Award Costs), 213 (Reporting a determination of a non-federal entity is not qualified for a federal award)], Subpart D (Post Federal Award Requirements) [excluding 305(b)(8) and (9) regarding Federal Payment, 308 (Revision of budget or program plan), 309 (modification to period of performance)], Subpart E (Cost Principles), and Subpart F (Audit Requirements).
2. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25 and pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a requirement in all lower tier covered transactions that the award is subject to 2 CFR Part 180 and Treasury's implementing regulations at 31 CFR Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Governmentwide Requirement for Drug-Free Workplace, 31 CFR Part 20.
7. New Restrictions on Lobbying, 31 CFR Part 21.
8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC §§ 4601-4655) and implementing regulations.
9. Generally applicable federal environmental laws and regulations. The Agency shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671) and the Federal Water Pollution Control Act (33 USC §§ 1251-1387) as amended.

10. Hatch Act. Agency agrees to comply, as applicable, with requirements of the Hatch Act (5 USC §1501 and §§ 7324-7328), which limits certain political activities of federal employees as well as certain other employees who work with federal funding programs.
11. The Agency shall include the clauses 1 through 10 in this Section I.A., adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

## **B. Protections for Whistleblowers**

1. In accordance with 41 USC § 4712, Agency may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an agreement) or grant.
2. The list of persons and entities referenced in the paragraph above includes the following:
  - a. A member of Congress or a representative of a committee of Congress;
  - b. An Inspector General;
  - c. The Government Accountability Office;
  - d. A Treasury employee responsible for agreement or grant oversight or management;
  - e. An authorized official of the Department of Justice or other law enforcement agency;
  - f. A court or grand jury; or
  - g. A management official or other employee of Contractor or its subcontractors who has the responsibility to investigate, discover, or address misconduct.
3. Agency shall inform its employees in writing of the rights and remedies provided under this subsection, in the predominant native language of the workforce.

4. The Agency shall include the above clauses 1-3, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

### **C. Increasing Seat Belt Use in the United States**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Agency should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

### **D. Reducing Text Messaging While Driving**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Agency should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Agency should establish workplace safety policies to decrease accidents caused by distracted drivers.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

### **E. Nondiscrimination**

The Agency shall comply with the following statutes and regulations prohibiting discrimination:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the grounds of race, color, or national origin under program or activities receiving federal financial assistance.

By execution of this Agreement, Agency certifies:

*Agency shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 USC § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 USC § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31*



*CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

2. The Fair Housing Act, Title VII-IX of the Civil Rights Act of 1968 (42 USC § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
4. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis or age in programs or activities receiving federal financial assistance; and
5. The American with Disabilities Act of 1990, as amended (42 USC 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto.

The Agency shall include the above clauses 1-5, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

#### **F. Conflicts**

The Agency's employees, subcontractors and board or committee members shall not use, or give the appearance of using, their positions for the personal gain of themselves or those with whom they have family, business or other ties. The Agency understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c). The Agency shall disclose to the County any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

#### **G. Public Records**

In addition to complying with the Public Records provisions in Section III.C of the Agreement, the Agency acknowledges that by accepting funds under this Agreement, it may be considered the functional equivalent of a public agency under the Public Records Act, chapter 42.56 RCW.

## **H. Capacity**

The Agency, by signing this Agreement, acknowledges that it has the institutional, managerial, and financial capability to ensure proper planning, management, and provision of the services funded. If at any time, the Agency believes its capacity is compromised or Agency needs technical assistance, it shall immediately notify the County. The County will make best efforts to provide timely technical assistance to the Contractor to bring the Agreement into compliance.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

## **I. Remedial Action**

In the event of the Agency's noncompliance with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of the federal award funding this Agreement, Treasury or the County may take remedial action as set forth in 2 CFR § 200.339.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

## **J. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment; Compliance with 2 CFR § 283**

The Agency shall comply with 2 CFR § 200.216 and shall require compliance with 2 CFR § 200.216 in any subcontract.

Agency shall exercise due diligence to ensure that none of the funds, including supplies and services, received under this Agreement are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities. The Agency must terminate or void in whole or part any subcontract with a person or entity listed in the System Award Management Exclusions (SAM) as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subcontract.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

## **K. Preferences for Procurements**

As appropriate and to the extent consistent with law, the Agency should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this Subsection:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction material composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract and any purchase order for work products under this Agreement, subject to the terms and conditions of Exhibit A.

## **II. FISCAL MANAGEMENT**

Every subcontract approved by the County and entered into by the Agency under this Agreement shall be in writing and shall incorporate all of the clauses in this Section II, with word changes where appropriate to properly identify the parties to the subcontract. If the Agency is a non-federal entity as defined in 2 CFR § 200.69 and expends \$750,000.00 or more in Federal awards during its fiscal year, the Agency shall comply with the audit requirements of 2 CFR § 200 Subpart F.

### **A. Accounting Standards**

The Agency agrees to comply with OMB Uniform Guidance and 2 CFR § 200 and to adhere to the accounting principles and procedures required therein, to use adequate internal controls, and to maintain necessary source documentation for all costs incurred.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

### **B. Audit and Recovery**

All disbursements of funds to the Agency under this Agreement shall be subject to audit and recovery of disallowed costs from the Contractor. In the event of

Agency's noncompliance with Section 603 of the Social Security Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the County may impose additional conditions or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of Section 603(c) of the Social Security Act regarding the use of funds, funds shall be subject to recoupment.

1. The Agency shall maintain its records and accounts so as to facilitate the County's audit requirement and shall ensure that subcontractors also maintain auditable records.
2. The Agency is responsible for any audit exception incurred by its own organization or that of its subcontractors.
3. The County reserves the right to recover from the Agency all disallowed costs resulting from the audit.
4. The Agency shall follow-up on and develop corrective action plans for all audit findings.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

#### **C. Accounting for Funds**

In the event of an audit, the Agency shall account for all funds provided under this Agreement and demonstrate that the funds have only be used as provided for in this Agreement.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

#### **D. Repayment of Funds to County/Recoupment**

The Agency shall return funds disbursed to it by the County under this Agreement for return by the County to the U.S. Department of the Treasury, upon the occurrence of any of the following events:

1. If Agency has any unspent funds on hand as of the earlier of the end date of this Agreement or the termination of this Agreement, Agency shall return all unspent funds to the County within ten (10) calendar days of end date or termination;
2. If overpayments are made; or

3. If an audit of the Project by the U.S. Department of the Treasury, the State, or the County determines that the funds have been expended for purposes not permitted by the Section 603 of the Social Security Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the U.S. Department of the Treasury, the County, or this Agreement.

To exercise recoupment or repayment, the County shall make a written demand upon the Agency for repayment, the Contractor shall be obligated to repay to the County the funds demanded within sixty (60) calendar days of the demand. No exercise of the County of the right to demand repayment of funds by the Agency shall foreclose the County from making an additional demand for repayment if a return of additional funds is required by the U.S. Department of the Treasury; the County's right to demand repayment from the Agency may be exercised as often as necessary to recoup from the Agency all funds required to be returned by the County to the U.S. Department of the Treasury.

The Agency is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

#### **E. Debts Owed the Federal Government.**

1. Any funds paid to Agency in excess of the amount to which Agency is finally determined to be authorized to retain under the terms of this Agreement, that are determined by the Treasury Office of Inspector General to have been misused or that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Agency shall constitute a debt to the federal government.
2. Any debts determined to be owed the federal government must be paid promptly by Agency. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Agency knowingly or improperly retains funds that are a debt as defined in paragraph 1 of this subsection, Treasury will take any actions available to it to collect such a debt.
3. Any debts determined to be owed to the County must be promptly paid by Agency. A debt is delinquent if it has not been paid by the date specified in County's initial written demand for payment, unless other satisfactory arrangements have been made or if the Agency knowingly or improperly retains funds that are a debt. The County will take any actions available to it to collect such a debt.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

#### **F. Cost Principles**

The Agency shall administer its provision of services in conformance with OMB Uniform Guidance and 2 CFR § 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding under this Agreement. The Agency is not required to provide cost sharing or matching funds under this Agreement.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

#### **G. Indirect Costs**

If indirect costs are charged, the Agency will develop an indirect cost allocation plan for determining the Agency's appropriate share of such costs and shall submit such plan to the County for approval in a form specified by the County.

#### **H. Federal and State Prevailing Wage Requirements**

Use of federal, state, or local funds to reimburse costs associated with labor performed for any type of maintenance, repair, rehabilitation, construction, etc. may trigger State Prevailing wage requirements per RCW Chapter 39.12. Projects that include construction costs will require performance and payment bonds from the prime contractor.

#### **I. Cost Reimbursement**

Reimbursement for services delivered under this Agreement shall be on a cost-reimbursement basis. Reimbursement shall be provided for services provided pursuant to the Statement of Work (Exhibit B). The Agency shall submit, in a format prescribed by the County and set forth in Exhibit F to this Agreement, an invoice and certification detailing, on a monthly basis, all costs associated with the program based on the Approved Contract Budget (Exhibit C). Use of funds available under this Agreement will be reviewed monthly. The Agency certifies that the work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or source.

#### **J. Program Income**

The receipt and expenditure of program income, as defined in 24 CFR § 570.500(a), shall be recorded as part of the financial transactions under this

Agreement in compliance with 24 CFR § 570.504. The Agency shall report monthly to the County on the Program Income Report, all program income generated by activities carried out with funds made available under this Agreement.

The Agency must use such income during the Agreement period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the County at the end of the Agreement period in accordance with 24 CFR § 570.503(b)(3) and 24 CFR § 570.504(c).

#### **K. Advance Payment**

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

#### **L. Debarment and Suspension Certification**

The Agency is required to comply with the provisions of Executive Order 12549, Executive Order 12689, 2 CFR § 180. The Agency, by signing the Agreement, certifies that to the best of its knowledge and belief that:

1. The Agency is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency;
2. That the Agency has not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offenses in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. The Agency is not presently indicted for or otherwise criminal or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this subsection; and
4. The Agency has not within a three (3) year period preceding the signing of this Agreement had one or more public transaction (Federal, state, or local) terminated for cause of default.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.



## **M. Debarment and Suspension Certification for Subcontractors**

The Agency agrees to include the following required language in all subcontracts into which it enters resulting directly from the Agency's duty to provide services under this Agreement:

*The lower tier subcontractor certified, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.*

*When the lower tier subcontractor is unable to certify to any of the statements in the contract, such subcontractor shall attach an explanation to the Agreement.*

## **III. ADDITIONAL REQUIREMENTS**

### **A. Service and Assistance Animals**

Persons with disabilities may request a reasonable accommodation for any assistance animal, including an emotional support animal, under both Title VI of the Civil Rights Act of 1964, as amended (P.L. 88-352), and Section 504 of the Rehabilitation Act of 1973 (29 USC § 794), as amended.

### **B. Procurement**

Unless specified otherwise in this Agreement, the Agency shall procure all materials, property, supplies, or services in accordance with the requirements of 2 CFR § 200.318; Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; 24 CFR § 135; and 24 CFR § 576.404. The Agency, in subcontracting, shall comply with 2 CFR § 321(b)(1-5).

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

### **C. Faith-Based Activities**

The Agency shall comply with the provisions of 24 CFR § 576.406(b), which, in part, prohibit the Agency from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as a part of the programs or services funded by this Contract. If the Agency conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries under this Agreement.



#### **D. Political Activities**

The Agency agrees that no funds provided, nor personnel employed, under this Agreement shall be in any way or to any extent be applied to, or engaged in, the conduct of political activities in violation of 24 CFR § 570.207(a)(3).

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

#### **E. Public Information**

1. The Agency shall ensure recognition of the role of the County in providing services through this Agreement. All activities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source.
2. Any publication produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0194 awarded to Snohomish County by the U.S. Department of Treasury."
3. The Agency shall include clause 2 of this subsection in any subcontract, subject to the terms and conditions of Schedule D and Attachments.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

#### **F. Additional Washington State and County Requirements**

1. The Agency shall ensure compliance with all relevant sections of the Revised Code of Washington (RCW) and Washington Administrative Code (WAC) and that RCW and WAC requirements will be followed and adjusted as the RCW and WAC requirements are amended, revised, eliminated, or added.
2. The Agency shall ensure that staff and volunteers who have access to children or vulnerable adults are required to have a background check in conformance with Section XXI. Background Checks contained in the Basic Terms and Conditions reference on the Contract Face Page. A background check is required at the time of employment or commencement of duties under this Agreement. The Agency shall ensure that all persons convicted of crimes preventing contact with vulnerable populations are prohibited from having access to those populations.
3. The Agency shall comply with all terms and conditions of the Basic Terms and Conditions between the County and the Agency referenced in the Contract Face Page.

4. The Agency shall comply with all applicable terms and conditions of the Business Associate Agreement between the County and the Agency referenced on the Contract Face Page.

#### **IV. PROJECT MANAGEMENT**

Recognizing that the body of knowledge regarding COVID-19 is rapidly evolving, the Agency shall take all reasonable measures, based on the existing state-of-the-art knowledge related to the transmission of COVID-19 as made available by the U.S. Centers for Disease Control and Prevention, the Washington State Department of Health, and the Snohomish Health District, to prevent the spread of COVID-19.

##### **A. Location and Hours of Service**

Services provided under this Agreement shall be available in Snohomish County for Snohomish County residents as specified in Exhibit B.

##### **B. Individual Grievances**

The Agency shall have policies and procedures in place for individual grievances in the case of denial or termination of services or failure to act upon a request for services with reasonable promptness.

##### **C. Toll-Free Telephone Services**

The Agency shall maintain a telephone system that provides for toll-free calls for all residents of Snohomish County using the services described herein.

##### **D. Change in Personnel**

The Agency shall notify the County within ten (10) days of change in personnel which may affect the faithful execution of this Agreement.

##### **E. Subcontracting**

The Agency is prohibited from subcontracting any funding and/or services contained within the Agreement unless otherwise negotiated with the County. All subcontracting arrangements require prior written approval from the County.

##### **F. Emergency Procedures**

The Agency shall have a plan for serving individuals during periods when normal services may be disrupted. Disruptions to normal services may include, but are not limited to, earthquakes, floods, snowstorms, other natural disasters,

and pandemics. Particular attention should be made for those individuals who are most at risk, including those individuals who meet the criteria established for being at higher risk for severe illness resulting from COVID-19 as identified by the U.S. Centers for Disease Control and Prevention, the Washington State Department of Health, and the Snohomish Health District. When services are delivered at the Agency's workplace, the plan shall include: contact information for high risk individuals, a list of emergency services, and stores of emergency provisions including Personal Protective Equipment (PPE).

## **G. Continuing Education**

The Agency shall ensure their staff are effectively trained to implement the services specified in Exhibit B. The Agency is encouraged to inquire about the availability of additional training funds and opportunities to support their continuing education efforts.

## **V. PERFORMANCE EVALUATION, RISK ASSESSMENT, AND MONITORING**

The Agency agrees to participate with the County in any monitoring (on-sit and/or desk) or evaluation conducted by the County of the program/project set forth in Exhibit B to determine compliance with the terms of the Agreement. The Agency agrees to make available all information in its possession relevant to such evaluation and monitoring. Specific monitoring requirements for this Agreement as follows:

1. For all Agreements, monthly desktop monitoring of all invoices and performance reports as outlined in Exhibit B submitted by the Agency shall be performed by the County;
2. At a minimum, on-site fiscal and performance monitoring shall be conducted annually. Depending on the results of the Agency's Fiscal Risk Assessment completed by County staff prior to Agreement execution, fiscal and/or performance monitoring may be conducted on a more frequent basis;
3. Remedies for substandard performance that is not corrected to the County's satisfaction may include suspension or termination of the Agreement; and
4. The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

## **VI. CORRECTION ACTION**

The County will institute corrective action for any quarter in which the Agency's expenditures are less than 75% of plan for the quarter. In instances where the corrective action does not result in achieving expenditures of 75% of plan or better

in the subsequent quarter, the County may initiate additional progressive corrective action which may include suspension or termination of the Agreement.

## **VII. RECORDS**

Agency shall comply with the following:

### **A. Maintenance of Records**

The Agency shall maintain records and financial documents sufficient to evidence compliance with Section 603(c) of the Social Security Act, Treasury's implementing regulations implementing that section, and guidance issued by Treasury regarding the foregoing. The Agency shall also maintain:

1. Records used for data collection for reports as required;
2. Records of compliance with conflict of interest requirements;
3. Records of compliance with the nondiscrimination requirements;
4. Financial Records, including supporting documentation for all costs submitted via Invoice; and
5. Any other reporting obligations established by the U.S. Department of the Treasury as they relate to this award.

### **B. Access to Records**

The Treasury Office of the Inspector General and the Government Accountability Office, or their authorized representatives, and the County shall have the right of access to records required under the Agreement (electronic and otherwise) of the Agency in order to conduct audits.

### **C. Retention of Records**

Records shall be retained for a period of six (6) years after all funds have been expended or returned to the County or Treasury, or as otherwise required by law.

### **D. Records to Be Maintained**

The Agency shall maintain all records required by Section XXIV. Maintenance of Records in the Basic Terms and Conditions referenced on the Contract Face Page pertaining to the activities funded under this Contract and as further described in Exhibit B. The Agency shall furnish such records to the County or

other authorized officials, as requested. The Agency shall maintain records including, but not limited to:

1. Records providing a full description of each activity undertaken;
2. Records used for data collection for reports as required;
3. Records of compliance with conflict of interest requirements;
4. Records of compliance with the faith-based activities requirements;
5. Records of compliance with the nondiscrimination requirements including:
  - a. Data indicating the race, ethnicity, disability status, sex, and family characteristics of persons and households who have applied for, participated in, or benefited from the Project; and
  - b. Data which records its affirmative action in equal opportunity employment including, but not limited to, employment, upgrading, demotions, transfers, recruitment or recruitment advertising, layoffs, or terminations, pay or other compensation, and selection for training;
6. Financial Records, including supporting documentation for all Project costs; and
7. Any other reporting obligations established by the U.S. Department of the Treasury as they relate to this award.

#### **E. Individual Information and Confidentiality**

The Agency understands that individual information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Agency's responsibilities with respect to services provided under this Contract, may be prohibited by federal, state, and local laws regarding privacy and obligations of confidentiality, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

In particular, pursuant to 24 CFR § 576.500(x), the address or location of any housing of a participant will not be made public, except as provided under a preexisting privacy policy of the Agency and as consistent with federal, state, and local laws regarding privacy and obligations of confidentiality. The address or location of any domestic violence, sexual assault, or stalking shelter project assisted under this Contract will not be made public, except with written authorization of the person responsible for the operation of such project.

The Agency shall include the clauses A through E above, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A.

## **VIII. AFTER-THE-AGREEMENT/CLOSE-OUT REQUIREMENTS**

The Agency's obligation to the County shall not end until all close-out requirements are completed. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Agency has control over American Rescue Plan Section 9901 Coronavirus State and Local Fiscal Recovery Funds dollars. The County will close-out the award when it determines, in its sole discretion, that all applicable administrative actions and all required work has been completed.

## **IX. FALSE STATEMENTS**

Agency understands that making false statements or claims with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreement, and/or any other remedy available by law.

The Agency shall include the above clause, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A and Attachments.

## **X. DISCLAIMER**

The United States has expressly disclaimed any and all responsibility or liability to the County or third persons for the actions of the County or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of the award of federal funds to the County under section 603(c) of the Act, or any Agreement or subcontract under such award.

The County expressly disclaims any and all responsibility or liability to the Agency or third persons for the actions of the Agency or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from the performance of the Agreement, or any subcontract thereto.

The Agreement does not in any way establish an agency relationship between or among the United States, the County, and Agency.

The Agency shall include the above Disclaimer clauses, adapted for the proper parties, in any subcontract, subject to the terms and conditions of Exhibit A and Attachments.

**XI. ENTIRE AGREEMENT; MODIFICATION**

**This Contract constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all prior discussion and understandings between them.**

**In addition to the Unilateral Amendment provision contained in Section XLII. B. of the Basic Terms and Conditions, Agency agrees that in consideration of the fluid nature of the COVID-19 pandemic response, unilateral amendment may be utilized by the County in the event any terms or conditions related to the funds provided under this Contract are updated or if new requirements are issued by the federal government.**

**XII. TIME OF THE ESSENCE**

Time is of the essence in the performance of each party's obligations under this Contract. Each party will carry out its obligations under this Contract diligently and in good faith.

**EXHIBIT B**  
**STATEMENT OF WORK**  
**EVERETT MAIN LIBRARY HVAC REPLACEMENT**

**I. PROJECT SUMMARY**

**Project Name:** Everett Main Library HVAC Replacement

**Identification Number:** PE-24-AR-01-198

**Project Expenditure Category (EC):** EC 1.4

**Project Demographics:**

For public health projects only:

- ☒ The general public benefits from this project.

For non-profit agency beneficiaries:

- ☐ The beneficiary agency provides services at a physical location(s) in a Qualified Census Tract(s) Number(s): No
- ☐ The beneficiary agency serves individuals and/or households from one or more of the following categories (check as many as apply):

| X | Impacted   | X | Disproportionately Impacted  |
|---|--|---|--|
|   | Low- or moderate- income households <sup>1</sup>   |   | Low-income households and populations <sup>3</sup>   |
|   | Households that experienced unemployment   |   | Households and populations residing in Qualified Census Tract(s) Number(s)<br>Specify:           |
|   | Households that experienced food or housing insecurity   |   | Households that qualify for certain federal programs <sup>4</sup><br>Specify:                    |
|   | Households that qualify for certain federal programs <sup>2</sup><br>Specify:  |   | Households receiving services provided by Tribal governments                                     |
|   | For services to address lost instructional time in K-12 schools: any students that lost access to in-person instruction for a significant period of time |   | Households residing in U.S. territories or receiving services from these governments<br>Specify: |
|   | Other households or populations that experienced a negative economic impact other than those listed above<br>Specify:                                    |   | For services to address education disparities, Title I eligible schools                          |



|  |  |   |
|--|--|---|
|  |  | Other households or populations that experienced a disproportionate negative impact other than those listed above<br>Specify: |
|--|--|---|

For individual/household beneficiaries:

- ☐ The intended beneficiaries will be from one or more of the following categories (check as many as apply):

| X | Impacted   | X | Disproportionately Impacted   |
|---|--|---|---|
|   | Low- or moderate- income households <sup>1</sup>   |   | Low-income households and populations <sup>3</sup>  |
|   | Households that experienced unemployment   |   | Households and populations residing in Qualified Census Tract(s) Number(s)<br>Specify:  |
|   | Households that experienced food or housing insecurity   |   | Households that qualify for certain federal programs <sup>4</sup><br>Specify:   |
|   | Households that qualify for certain federal programs <sup>2</sup><br>Specify:  |   | Households receiving services provided by Tribal governments  |
|   | For services to address lost instructional time in K-12 schools: any students that lost access to in-person instruction for a significant period of time |   | Households residing in U.S. territories or receiving services from these governments<br>Specify:                              |
|   | Other households or populations that experienced a negative economic impact other than those listed above<br>Specify:                                    |   | For services to address education disparities, Title I eligible schools   |
|   |  |   | Other households or populations that experienced a disproportionate negative impact other than those listed above<br>Specify: |

<sup>1</sup> Low- or moderate-income households and Qualified Census Tracts are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household or (ii) income at or below 65 percent of the Area Median Income for the county and the size of household.

<sup>2</sup> These programs are: Children's Health Insurance Program; Childcare Subsidies through the Child Care and Development Fund Program; Medicaid; National Housing Trust Fund for affordable housing programs only; and Home Investment Partnerships Program for affordable housing programs only.

<sup>3</sup> Low-income households and Qualified Census Tracts are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of the household or (ii) income at or below 40 percent of the Area Median Income for the county and the size of household.

<sup>4</sup> These program are: Temporary Assistance for Needy Families; Supplemental Nutrition Assistance Program; Free- and Reduced-Price Lunch Program, School Breakfast Program; Medicare Part D Low-Income Subsidies; Supplemental Security Income; Head Start and Early Head Start; Special Supplemental Nutrition Program for Women, Infants, and Children; Section 8 and PHA Project Based Vouchers; Low-Income Home Energy Assistance Program; and Pell Grants.

**Project Overview** [50-250 words] including type of assistance and approach to ensuring that the aid responds to a negative public health or economic impact through an eligible use that either addresses the needs of an impacted or disproportionately impacted population or community OR is in proportion to an identified harm:

The City of Everett (hereinafter the City) will perform HVAC (heating, ventilation, and air conditioning systems) improvements and/or maintenance activities at the Everett Main Library location. HVAC activities shall be consistent with CDC strategies for improving ventilation in buildings. Following the completion of HVAC activities, the project location shall be available to serve as a publicly accessible warming, cooling, and cleaner air center, during normal operating hours, for a minimum of five years.

**Evidence Base/Evaluation** [provide a citation for strong (experimental) or moderate (quasi-experimental) level of evidence for project or describe the evaluation process]:

HVAC system improvements can help protect building occupants from respiratory infections by increasing the delivery of clean air and reducing potential contaminants. The CDC recommends ventilation strategies as one effective component of an overall layered approach to infectious disease prevention.

Ventilation strategies are especially important in publicly accessible congregate settings such as community libraries. In addition to operating publicly accessible congregate facilities, community libraries often serve as warming and cooling centers during extreme weather events.

Hazardous air quality events can further complicate the harmful effects of respiratory viruses. The Washington State Department of Health has warned of the negative health impacts caused by exposure to smoke and COVID-19 and states that “indoor air filtration is the best way to protect yourself from exposure to wildfire smoke and COVID-19 when indoors”.

Adequate HVAC systems are critical when offering public spaces to seek reprieve from extreme weather and hazardous air quality events.

National Center for Immunization and Respiratory Diseases (NCIRD), Division of Viral Diseases (2023). *Improving Ventilation In Buildings*. U.S. Centers for Disease Control and Prevention. Retrieved from <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/improving-ventilation-in-buildings.html>.

**Data Elements to Be Collected:** Include all data elements required by the Final Rule and the Compliance and Reporting Guidance

|                |
|----------------|
| Not applicable |
|----------------|

## II.

### STATUTORY ELIGIBLE USE

The Project complies with the following Statutory Eligible Use: to respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and non-profits, or to aid impacted industries such as tourism, travel, and hospitality.

## III. REPORTING

The Agency shall submit to the County such reports as the County requests pursuant to the requirements of federal, state, and local law, regulations, and guidance as applicable. At a minimum, the Agency shall submit, in a format prescribed by the County, the following reports:

| Report Title          | Description   | Due Date  |
|-----------------------|---|---|
| Monthly Status Report | Monthly report of the status of the HVAC maintenance or improvement activities and progress towards project completion. | First Monday of every month until project completion. |

## IV. PROJECT DESCRIPTION

- A. The City shall perform HVAC improvement and/or maintenance activities at the Everett Main Library located at 2702 Hoyt Ave, Everett, WA 98201 (hereinafter, project location).
- B. Following completion of the HVAC activities, the project location shall serve as a warming, cooling, and cleaner air center, during normal operating hours, and when the following activation criteria are met:
  - a. Activate as warming center between the dates of November 1<sup>st</sup> and March 31<sup>st</sup> of the following year.
  - b. Activate as a warming center when the National Weather Service issues a winter weather advisory or warning between the dates of April 1<sup>st</sup> and October 31<sup>st</sup>.
  - c. Activate as cooling center between the dates of June 1<sup>st</sup> and September 30<sup>th</sup>.
  - d. Activate as a cooling center when the National Weather Service issues an excessive heat advisory or warning between the dates of October 1<sup>st</sup> to May 31<sup>st</sup> of the following year.

- e. Activate as a cleaner air center when air quality in Snohomish County reaches AQI 101 or higher (unhealthy for sensitive groups) AND the County is recommending activation of cleaner air center locations due to prolonged and/or severe conditions.
- C. The project location shall be available to serve as a warming, cooling, and cleaner air center, during normal operating hours, for a minimum of five years.
- D. County staff shall list the project location on the Snohomish County Public Safety Hub when it is activated as a warming, cooling, or cleaner air center.
- E. When activated as a warming, cooling, or cleaner air center the project location shall be accessible to the general public.
- F. The City shall perform communication activities to raise awareness of the project location's availability as a warming, cooling, and cleaner air center. Communication activities will include social media outreach and posting notice on the library webpage when activated as a warming, cooling, or cleaner air center.
- G. At the project location, the City shall perform activities to inform the general public of extreme weather and hazardous air quality preparedness and safety messages, which may include posting preparedness and safety messages found on the Snohomish County Public Safety Hub.
- H. Funding awarded under this contract may supplement but not supplant other project funds.
- I. The County shall provide funding on a cost reimbursement basis. The City shall electronically submit monthly invoices and backup documentation to the County for reimbursement.

Exhibit B, Attachment 1

**Project Expenditure Category (EC)** [Check the primary category - Green indicates a new category, Yellow indicates changed number for an existing category with former category in () - \* indicates that the subrecipient must identify the amount of the total funds that are allocated to evidence-based interventions - # indicates that the subrecipient must report on whether the project is primarily serving a disproportionately impacted community] :

Public Health

- ☐ 1.12 (1.10) Mental Health Services\*#
- ☐ 1.13 (1.11) Substance Use Services\*#
- ☒ 1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.)

Negative Economic Impacts

- ☐ 2.1 Household Assistance: Food Programs\*#
- ☐ 2.2 Household Assistance: Rent, Mortgage, and Utility Aid\*#
- ☐ 2.4 Household Assistance: Internet Access\*#
- ☐ 2.10 (2.7) Assistance to Unemployed or Underemployed Workers including job training, subsidized employment, employment supports, and/or incentives\*#
- ☐ 2.11 (3.6) Healthy Childhood Development: Child Care\*#
- ☐ 2.12 (3.7) Healthy Childhood Development: Home Visiting\*#
- ☐ 2.13 (3.8) Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System\*#
- ☐ 2.14 (3.1) Healthy Childhood Environments: Early Learning\*#
- ☐ 2.15 (3.10) Long-term Housing Security: Affordable Housing\*#
- ☐ 2.16 (3.11) Long-term Housing Security: Services to Unhoused Persons
- ☐ 2.17 Housing Support: Housing Vouchers and Relocation Assistance for Disproportionately Impacted Communities\*#
- ☐ 2.18 Housing Support: Other Housing Assistance\*#
- ☐ 2.19 (3.14) Social Determinants of Health: Community Health Workers or Benefits Navigators\*#
- ☐ 2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety\*
- ☐ 2.24 (3.2) Addressing Educational Disparities: Aid to High-Poverty Districts#
- ☐ 2.25 (3.3) Addressing Educational Disparities: Academic, Social, and Emotional Services\*#
- ☐ 2.26 (3.4) Addressing Educational Disparities: Mental Health Services\*#
- ☐ 2.27 Addressing Impacts of Lost Instructional Time
- ☐ 2.34 (2.10) Aid to Non-Profit Organizations (Impacted or Disproportionately Impacted#
- ☐ 2.37 (3.9) Economic Impact Assistance: Other\*#

Administrative

- ☐ 7.1 Administrative Expenses
- ☐ 7.2 (7.3) Transfer to Other Units of Government

Exhibit B, Attachment 1  
 PE-24-AR-01-198  
 City of Everett  
 Page 6 of 6

**EXHIBIT C**  
**CONTRACT BUDGET - COST REIMBURSEMENT**  
**HVAC MAINTENANCE & IMPROVEMENTS**

**AGENCY NAME:** City of Everett, Main Library

**CONTRACT PERIOD:** 6/1/2024 to 9/30/2026

**FUNDS AWARDED UNDER CONTRACT:** PE-24-AR-02-196

| REVENUE SOURCE           | FUNDING PERIOD | AMOUNT     | AMENDMENT | TOTAL AMOUNT |
|--------------------------|----------------|------------|-----------|--------------|
| American Rescue Plan Act |                | \$321,834  |           | \$ 321,834   |
|                          |                |            |           | -            |
|                          |                |            |           | -            |
|                          |                |            |           | -            |
|                          |                |            |           | -            |
|                          |                |            |           | -            |
| TOTAL FUNDS AWARDED:     |                | \$ 321,834 | \$ -      | \$ 321,834   |

**MATCHING RESOURCES:**

N/A

TOTAL MATCHING RESOURCES: \$ -

**MATCH REQUIREMENTS FOR CONTRACT:** %                      AMOUNT:                     

**OTHER PROGRAM RESOURCES (Identify):**

N/A

| SOURCE                 | FUNDING PERIOD | AMOUNT |
|------------------------|----------------|--------|
|                        |                |        |
|                        |                |        |
|                        |                |        |
|                        |                |        |
|                        |                |        |
|                        |                |        |
|                        |                |        |
| TOTAL OTHER RESOURCES: |                | \$ -   |

**EXPENDITURES**

| <b>CATEGORY</b>       | <b>ARPA</b>       | <b>TOTAL</b>      | <b>MATCHING<br/>RESOURCES</b> | <b>OTHER<br/>RESOURCES</b> |
|-----------------------|-------------------|-------------------|-------------------------------|----------------------------|
| Salaries/Wages        |                   | \$ -              |                               |                            |
| Benefits              |                   | -                 |                               |                            |
| Supplies/Minor Equip. |                   | -                 |                               |                            |
| Materials             |                   | -                 |                               |                            |
| Labor                 |                   | -                 |                               |                            |
| Design                | 321,834           | 321,834           | N/A                           | N/A                        |
|                       |                   | -                 |                               |                            |
|                       |                   | -                 |                               |                            |
|                       |                   | -                 |                               |                            |
|                       |                   | -                 |                               |                            |
|                       |                   | -                 |                               |                            |
|                       |                   | -                 |                               |                            |
|                       |                   | -                 |                               |                            |
|                       |                   | -                 |                               |                            |
|                       |                   | -                 |                               |                            |
|                       |                   | -                 |                               |                            |
|                       |                   | -                 |                               |                            |
|                       |                   | -                 |                               |                            |
|                       |                   | -                 |                               |                            |
|                       |                   | -                 |                               |                            |
| Administration        |                   | -                 |                               |                            |
| Indirect              |                   | -                 |                               |                            |
|                       |                   | -                 |                               |                            |
|                       |                   | -                 |                               |                            |
|                       |                   | -                 |                               |                            |
|                       |                   | -                 |                               |                            |
|                       |                   | -                 |                               |                            |
|                       |                   | -                 |                               |                            |
| <b>TOTAL</b>          | <b>\$ 321,834</b> | <b>\$ 321,834</b> | <b>\$ -</b>                   | <b>\$ -</b>                |

**EXPENDITURE NARRATIVE**

| AMOUNT     | CATEGORY | NARRATIVE (provide justification describing each category supported with funds awarded under this contract)   |
|------------|----------|---|
| 321,834    | Design   | Architectural and engineering services for the Everett Main Library HVAC Replacement Project. With the intent to redesign and replace the entire HVAC system at the Everett Main Library. This will provide the City with a more reliable and efficient warming, cooling, and cleaner air center. |
| \$ 321,834 | TOTAL    |   |



**DETAIL SALARIES / WAGES**

| POSITION | FUND SOURCE | % OF TIME<br>TO FUND<br>SOURCE | TOTAL MONTHLY | MONTHLY<br>CHARGE TO<br>FUND SOURCE | # OF<br>MONTHS | TOTAL CHARGE<br>TO FUND<br>SOURCE |
|----------|-------------|--------------------------------|---------------|-------------------------------------|----------------|-----------------------------------|
|          |             |                                |               |                                     |                |                                   |

TOTAL: \$0

NOTE: Above figures may reflect rounding

## EXHIBIT D

### CERTIFICATION REGARDING LOBBYING

#### AMERICAN RESCUE PLAN ACT OF 2021, SECTION 9901

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**I hereby certify that I have read and understood the obligations described above, that the Contractor is in compliance with the above-described nondiscrimination requirements, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document could subject me to punishment under federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.**

AGENCY NAME: **City of Everett**

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

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

Date: \_\_\_\_\_

## DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 1352 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.

(See reverse for public burden disclosure.)

|   |  |   |
|---|--|---|
| <b>1. Type of Federal Action:</b><br>a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance   | <b>2. Status of Federal Action:</b><br>a. bid/offer/application<br>b. initial award<br>c. post-award                           | <b>3. Report Type:</b><br>a. initial filing<br>b. material change<br><b>For Material Change Only:</b><br>year _____ quarter _____.<br>date of last report _____ |
| <b>4. Name and Address of Reporting Entity:</b><br><div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <b>Prime</b><br/> <b>Subawardee</b> </div> <div style="width: 45%;"> <b>Subawardee:</b><br/>           Tier _____, if known :         </div> </div><br><b>Congressional District</b> , if known :4c   |  | <b>5. If Reporting Entity in No. 4 is a Subawardee:</b><br><b>Enter Name and Address of Prime:</b><br><br><b>Congressional District</b> , if known :            |
| <b>6. Federal Department/Agency:</b>  | <b>7. Federal Program Name/Description:</b><br><br>CFDA Number, if applicable: _____   |   |
| <b>8. Federal Action Number</b> , if known :  | <b>9. Award Amount</b> , if known :<br>\$  |   |
| <b>10a. Name and Address of Lobbying Entity</b><br>(if individual, last name, first name, MI ):<br><br>(attach Continuation Sheet(s) SF-LLLA, if necessary)   | <b>b. Individuals Performing Services</b> (including address if different from No. 10a ) (last name, first name, MI ):<br><br> |   |
| <b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who <input type="checkbox"/> fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. |  | Signature:<br>Print Name:<br>Title:<br>Telephone No.:<br>Date:  |
| <b>Continuation Sheet(s) SF-LLLA attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No   |  |   |
| <b>Federal Use Only:</b>  |  |   |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMB

**CONTINUATION SHEET**

0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Authorized for Local Reproduction

## EXHIBIT E

### CIVIL RIGHTS ASSURANCES CERTIFICATION

#### AMERICAN RESCUE PLAN ACT OF 2021, SECTION 9901

- A. The funds provided to Agency are available under section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act.
- B. The Agency understands and acknowledges that:

*As a condition of receipt of federal financial assistance from the Department of the Treasury, with monies distributed through Snohomish County, the Agency named below (hereinafter referred to as the "Agency") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Agency's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.*

- C. The assurance apply to all federal financial assistance from or fund made available through the Department of Treasury.
- D. The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Agency's program(s) and activity(ies), so long as any portion of the Agency's program(s) or activity(ies) is federally assisted in the manner prescribed above.
- E. The Agency certifies the following:
  - 1. Agency ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
  - 2. Agency acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who,

because of national origin, have Limited English proficiency (LEP). Agency understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Agency shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Agency understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Agency agrees to consider the need for language services for LEP persons when Agency develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Agency acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Agency and Agency's successors, transferees, and assignees for the period in which such assistance is provided.
5. Agency acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between Agency and Agency's subgrantees, contractors, subcontractor, successor, tranferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Agency understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the

Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Agency for the period during which it retains ownership or possession of the property.

7. Agency shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Agency shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Agency shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Agency also must inform the Department of the Treasury if Agency has received no complaints under Title VI.
9. Agency must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Agency and the administrative agency that made the finding. If the Agency settles a case or matter alleging such discrimination, the Agency must provide documentation of the settlement. If Agency has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Agency makes sub-awards to other agencies or other entities, the Agency is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.
11. The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.



**I hereby certify that I have read and understood the obligations described above, that the Agency is in compliance with the above-described nondiscrimination requirements, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document could subject me to punishment under federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.**

**AGENCY NAME: City of Everett**

By:

---

Title:

---

Date:

---



Number \_\_\_\_\_

**INVOICE – Cost Reimbursement Contracts**

Snohomish County Human Services Department-3000 Rockefeller, M/S 305, Everett, WA 98201

Estimated: ☐ Actual: ☐

Amount of Payment: \$ \_\_\_\_\_

Agency Name and Address:  
City of Everett  
2930 Wetmore Ave., Suite 8-B  
Everett, WA 98201

Contract #: PE-24-AR-01-198  
Project Title: Everett Main Library HVAC  
Replacement

Contract Manager: Tyler Verda  
Reporting Period: \_\_\_\_\_ To: \_\_\_\_\_

**AUTHORIZING SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
(sign in ink)

| SUB<br>OBJ    | Account Title        | Current<br>Expenditures | Contract To Date<br>Expenditures | Contract<br>Budget | Budget<br>Balance |
|---------------|----------------------|-------------------------|----------------------------------|--------------------|-------------------|
| 10            | Salaries/Wages       |                         |                                  |                    |                   |
| 20            | Personal Benefits    |                         |                                  |                    |                   |
| 30            | Supplies             |                         |                                  |                    |                   |
| 40            | Prof. Services       |                         |                                  |                    |                   |
| 42            | Postage              |                         |                                  |                    |                   |
| 42            | Telephone            |                         |                                  |                    |                   |
| 43            | Mileage              |                         |                                  |                    |                   |
| 43            | Meals                |                         |                                  |                    |                   |
| 43            | Lodging              |                         |                                  |                    |                   |
| 44            | Advertising          |                         |                                  |                    |                   |
| 45            | Op. Rentals/Leasing  |                         |                                  |                    |                   |
| 46            | Insurance            |                         |                                  |                    |                   |
| 47            | Utilities            |                         |                                  |                    |                   |
| 48            | Repair/Maintenance   |                         |                                  |                    |                   |
| 49            | Printing/Copying     |                         |                                  |                    |                   |
| 49            | Dues/Subscriptions   |                         |                                  |                    |                   |
| 49            | Registration/Tuition |                         |                                  |                    |                   |
| 64            | Machinery/Equipment  |                         |                                  |                    |                   |
|               |                      |                         |                                  |                    |                   |
| <b>TOTALS</b> |                      |                         |                                  |                    |                   |

|   |          |                              |
|---|----------|------------------------------|
| <b>CONTRACTING AGENCY MATCHING FUNDS:</b> |          | <b>REVIEWED FOR PAYMENT:</b> |
| CURRENT PERIOD:                           | \$ _____ |                              |
| CONTRACT TO DATE:                         | \$ _____ |                              |
|   |          | <b>AUTHORIZED FUND:</b>      |

**ATTACH: AGENCY CERTIFICATION FORM**



SNOHOMISH COUNTY  
HUMAN SERVICES DEPARTMENT  
3000 ROCKEFELLER AVENUE, M/S 305  
EVERETT, WA 98201

**AGENCY CERTIFICATION FORM**

1. **Agency Certification:** I have the authority and approval from the governing body to request reimbursement from Snohomish County from the County's allocation of the CLFR as created in Section 9901 of the American Rescue Plan Act of 2021 ("ARPA") for eligible expenditures included on the corresponding invoice for the reporting period referenced on the Contract Face Page.
2. I understand Snohomish County will rely on this certification as a material representation in processing this reimbursement.
3. I certify the use of funds submitted for reimbursement from the CLFR under this Agreement were used only to cover those costs in accordance Section 9901 of the American Rescue Plan Act of 2021, the Interim Final Rule at 31 CFR Part 35, and Department of Treasury FAQs and guidance.
4. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued. I have reviewed the Section 9901 of the American Rescue Plan Act of 2021, the Interim Final Rule at 31 CFR Part 35 and Department of Treasury (Treasury) FAQs and guidance and certify costs meet the parameters set forth therein. Any funds expended by Agency or its subcontractor(s) in any manner that does not adhere to the Section 9901 of the American Rescue Plan Act of 2021, the Interim Final Rule at 31 CFR Part 35 and Treasury FAQs and guidance shall be returned to the County for return to the Treasury.
5. I understand the Agency receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), Section 200.333- Retention requirements for records. Such documentation shall be produced for the County upon request and may be subject to audit by state and/or federal representatives.
6. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
7. I understand funds received pursuant to this certification cannot be used for expenditures for which the Agency has received any other funding (whether state, federal or private in nature) for the same expense.

**By signing this document, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, or otherwise (United States Code Title 18, Sec. 1001 and Title 31, Section 3729-3730 and 3801-3812).**

AGENCY NAME: **City of Everett**

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

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_



## City Council Agenda Item Cover Sheet

**Project title:** Everett Mall Bus Station Platform

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 08/21/24  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

PSA Amendment 1

**Department(s) involved:**

Transit/Legal

**Contact person:**

Tom Hingson

**Phone number:**

425-257-8939

**Email:**

thingson@everettwa.gov

**Initialed by:**

TEH

Department head

Administration

Council President

**Project:** Everett Mall Bus Station Platform

**Partner/Supplier:** PACE Engineers Inc.

**Location:** Everett Mall

**Preceding action:** RFQ 2024-019, Council Approval of PSA on 03/27/24

**Fund:** 425/Transit

**Fiscal summary statement:**

The original contract amount is \$262,552.25. The added scope is \$83,047, for a new total of \$345,599.25.

**Project summary statement:**

PACE Engineers, Inc. is providing design and engineering services for the relocation of the Mall Station bus platform, located at Everett Mall. The added scope includes the bid-ready design of a restroom building/driver breakroom facility, and the additional project management associated with it.

**Recommendation (exact action requested of Council):**

Authorize the Mayor to sign the Professional Services Agreement Amendment 1 with PACE Engineers, Inc. in the amount of \$83,047.



**AMENDMENT NO. 1  
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") is effective as of the date of the Mayor's signature below, and is between the City of Everett, a Washington municipal corporation (the "***City***"), and the person identified as the Service Provider below ("***Service Provider***"). The City and Service Provider are parties to the Professional Services Agreement described below, as may be previously amended ("***Agreement***"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree to amend the Agreement as set forth below:

|                                |                      |
|--------------------------------|----------------------|
| <b>Service Provider</b>        | PACE Engineers Inc.  |
| <b>City Project Manager</b>    | Sabina Araya         |
|                                | saraya@everettwa.gov |
| <b>Original Agreement Date</b> | 4/1/2024             |

| <b>AMENDMENTS</b>                      |  |                     |
|--|--|---------------------|
| <b>New Completion Date</b>             | If this Amendment changes the Completion Date, enter the new Completion Date: <i>Enter new Completion Date, if any</i><br><br>If no new date is entered, this Amendment does not change the Completion Date. |                     |
| <b>New Maximum Compensation Amount</b> | If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation.  |                     |
|  | Maximum Compensation Amount Prior to this Amendment  | \$262,552.25        |
|  | Compensation Added (or Subtracted) by this Amendment   | \$83,047.00         |
|  | <b>Maximum Compensation Amount After this Amendment</b>  | <b>\$345,599.25</b> |

|  |   |
|--|---|
| <b>Changes to<br/>Scope of Work</b>          | <p>Scope of Work is changed by ADDING the work in the attachment to this Amendment  </p> <p>Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.</p>  |
| <b>Other<br/>Amendments</b>                  | <p>Enter other changes to the Agreement, if any.</p>  |
| <b>Standard<br/>Amendment<br/>Provisions</b> | <p>Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date.</p>   |
|  | <p>This Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Amendment will be deemed an original signature and will be fully enforceable as an original signature.</p> |
|  | <p>All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment. From and after the effective date of this Amendment, all references to the Agreement in the Agreement are deemed references to the Agreement as modified by this Amendment.</p>   |

**SIGNATURES ON FOLLOWING PAGE**

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

**CITY OF EVERETT  
WASHINGTON**

**PACE ENGINEERS INC.**

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

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

Name of Signer: Darrell Smith, PE

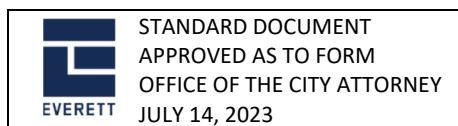
Signer's Email Address: DarrellS@paceengrs.com

Title of Signer: Civil Engineering Director

\_\_\_\_\_  
Date

ATTEST

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



July 22, 2024

Sabina Arays  
IT Project Manager - Transit  
Everett Transit  
2930 Wetmore Avenue, Suite 6A  
Everett, Washington 98201

**Subject: Everett Transit – Everett Mall Bus Platform  
Supplement No. 1 - Restroom Building  
PACE Project No. 24462**

Dear Sabina:

The subject contract is herein amended to incorporate the following scope of services:

## **SCOPE OF SERVICES**

### **Task 1 – Project Management (Supplement)**

Due to extra coordination efforts and the addition of the design of a restroom building, project management budget will be increased by \$6,000.00

### **Task 14 – Restroom Building Bid-Ready Design (TCF)**

TCF Architecture will lead the design effort of a 300-square-foot restroom building with two (s) separated restrooms, breakroom, utility closet and integration with the transit platform for full scope of services refer to TCF July 19, 2024, proposed letter attached. TCF fee \$66,998.00, with PACE 15% markup, \$77,047

## **I. FEE**

Client agrees to pay PACE for the above services on the basis of a fixed fee of \$83,047, plus reimbursable expenses as set forth in the prime contract.



All services provided within the scope of **Supplement No. 1 – Restroom Building** will be performed as per the terms and conditions approved under the above-mentioned base contract for the project, unless stated in the scope within this document. If you have any questions, require any additional information, or would like to discuss this project further, please do not hesitate to contact us at your earliest convenience.

Sincerely,



Darrell Smith, PE  
Civil Engineering Director  
PACE Engineers, Inc.

Attachments

**JULY 19, 2024**

## **SCOPE OF SERVICES PROPOSAL**

### **EVERETT TRANSIT - EVERETT MALL BUS PLATFORM – RESTROOM BUILDING**

TCF Project No. 2024-013

## **OVERVIEW**

The scope of services described herein are intended to provide Everett Transit with Bid Ready documents and Bidding and Construction services for the Everett Mall Bus Platform – Restroom Building project. Below is a brief summary of the building related program assumptions.

The restroom building will include:

- A single 300sf – 350sf building structure
- Up to two single hole restrooms
- Breakroom
- Utility closet
- One story

## **SUB CONSULTING TEAM MEMBERS**

The following firms are part of the TCF Design Team:

- Structural: AHBL
- MEP: BCE Engineers
- Door Hardware: Adams Consulting
- Cost estimating: RC Cost Group

## **BID-READY DESIGN**

### **Drawings and Specs**

- **Architectural Drawings:** Provide architectural drawings for the building including a General Information sheet, (code review, misc. standards, etc.), floor plan, roof plans, exterior elevations, building sections, wall sections, details, materials and products schedules, and other drawings as needed to describe the design intent and as required to obtain a building permit and for bidding. Documentation will be produced using REVIT and exported to 2 dimensional .pdf files for use in bidding and construction.
- **Structural Drawings:** Provide structural design documentation including foundation/slab plans, framing plans, structural details, special inspections schedules, and general structural notes and criteria for all structural components. Structural calculations will be provided for permitting.
- **MEP Drawings:** Provide drawings for HVAC, plumbing, and electrical systems as needed to sufficiently describe the design intent for the MEP systems and as required to obtain permits for MEP related work. Drawings may include, but are not limited to MEP plans, details, schedules, general notes, and other documentation as needed for permitting, bidding and construction. NREC forms and calculations will be provided for energy compliance as part of the plan review submittal documents.

- **Specifications:** Provide 3-part CSI technical specifications for architectural, structural, and MEP building systems to be included in the overall Project Manual. PACE ENGINEERS will be responsible for all other portions of the Project Manual. Specifications to be provided in WORD and .pdf format.

#### **Building Permitting**

- **Building Plan Review Coordination:** TCF will provide a building related permit submittal package of documents to PACE ENGINEERS for PACE ENGINEERS to submit to the AHJ for Plan Review. TCF will be available for telephone and e-mail communication with the AHJ's Plan Reviewers and other staff as needed to answer questions.
- **Submittal Documents:** Anticipated building permit documentation provided under this proposal includes Architectural drawings, structural foundation drawings, HVAC, Plumbing and Electrical drawings, structural calculations, NREC energy code forms, and building permit applications.
- **Plan Review/Permit Fees:** TCF shall not be responsible for any plan review or permit fees.

#### **Meetings / Conference Calls**

- **Owner and PACE ENGINEERS:** TCF will meet with Everett Transit and PACE ENGINEERS as needed to review the design. After receiving comments from Everett Transit and PACE ENGINEERS, TCF will adjust as needed to incorporate comments. TCF assumes all meetings will be virtual.

#### **Renderings**

- Following design updates, TCF will provide up to (2) 3D color renderings of the exterior of the building.

#### **BIDDING AND CONSTRUCTION SUPPORT**

- **Bidding:** Provide support to PACE ENGINEERS and Everett Transit for bidding services related to the restroom building to include substitution review, question and answer and other applicable items.
- **Construction:** Provide support to PACE ENGINEERS and Everett Transit for construction services related to the restroom building to including responses to submittals, RFI, ASI. Review applicable cost changes and other applicable items.

#### **Assumptions**

- PACE ENGINEERS is the prime consultant and TCF is a sub to PACE ENGINEERS. TCF will bring on MEP, structural and Hardware sub consultants.
- Site design, landscaping, site lighting, geotechnical studies and other non-building related items will be provided by PACE ENGINEERS

If there is anything unclear or you believe something is missing, please reach out to me.

Sincerely,



Mark Hurley, AIA  
Principal/Project Manager

Attachments:

Exhibit B: Summary Fee Schedule  
Exhibit C: Consultant Proposals

Everett Transit - Everett Mall Bus Platform – Restroom Building.  
Design Services

FEE SCHEDULE

| TASK NO.  | PROJECT TASKS                     | TCF Architecture |                       |                        |                     |               | Other Consulting Team Members<br>(Contracted Through TCF) |                   |                        |                  | TOTALS      |
|---|-----------------------------------|------------------|-----------------------|------------------------|---------------------|---------------|---|-------------------|------------------------|------------------|-------------|
|   |                                   | Principal        | Sr. Architect / Specs | Architect / Production | Project Coordinator | Admin Support | BCE (MEP)   | AHBL (Structural) | RCCG (Cost Estimating) | Adams (Hardware) |             |
| TASK 1 - Bid Ready Design                             |                                   |                  |                       |                        |                     |               |   |                   |                        |                  |             |
|   | Architectural Drawings/Permitting | 4                | 60                    | 80                     | 6                   |               | \$13,720.00   | \$5,800.00        | \$4,510.00             | \$750.00         |             |
|   | Rendering                         |                  | 2                     | 34                     |                     |               |   |                   |                        |                  |             |
|   | Architectural Specs               | 2                | 34                    |                        | 6                   |               |   |                   |                        |                  |             |
|   | Meetings/Coordination             | 2                | 2                     | 2                      |                     |               |   |                   |                        |                  |             |
|   | ESTIMATED HOURS OR FEES           | 8                | 98                    | 116                    | 12                  | 0             |   |                   |                        |                  |             |
|   | HOURLY RATE                       | \$350.00         | \$190.00              | \$145.00               | \$125.00            | \$100.00      | See Consultant Proposal Letters                           |                   |                        |                  |             |
|   | ESTIMATED FEES                    | \$2,800.00       | \$18,620.00           | \$16,820.00            | \$1,500.00          | \$0.00        |   |                   |                        |                  |             |
|   | SUBTOTAL                          | \$39,740.00      |                       |                        |                     |               | \$13,720.00   | \$5,800.00        | \$4,510.00             | \$750.00         | \$64,520.00 |
| SUBTOTAL PER TEAM MEMBER - ALL TASKS                  |                                   | \$39,740.00      |                       |                        |                     |               | \$13,720.00   | \$5,800.00        | \$4,510.00             | \$750.00         | \$64,520.00 |
| REIMBURSABLE EXPENSES BUDGET                          |                                   | \$0.00           |                       |                        |                     |               | \$0.00  | \$0.00            | \$0.00                 | \$0.00           | \$0.00      |
| SUBTOTAL PER TEAM MEMBER - INCL. REIMB EXPENSES       |                                   | \$39,740.00      |                       |                        |                     |               | \$13,720.00   | \$5,800.00        | \$4,510.00             | \$750.00         | \$64,520.00 |
| TCFA MARK-UP ON CONSULTANT SERVICES (10%)             |                                   |                  |                       |                        |                     |               | \$1,372.00  | \$580.00          | \$451.00               | \$75.00          | \$2,478.00  |
| SUBTOTAL PER TEAM MEMBER - ALL TASKS (Incl. Mark-ups) |                                   | \$39,740.00      |                       |                        |                     |               | \$15,092.00   | \$6,380.00        | \$4,961.00             | \$825.00         | \$66,998.00 |
|   |                                   |                  |                       |                        |                     |               | TOTAL ESTIMATED TASK 1 FEE                                |                   |                        |                  | \$66,998.00 |
| TASK 2 - Bidding/Construction                         |                                   |                  |                       |                        |                     |               |   |                   |                        |                  |             |
|   | Bidding and Construction Services |                  | 48                    |                        | 6                   |               | \$5,160.00  | \$3,500.00        |                        | \$750.00         |             |
|   | ESTIMATED HOURS OR FEES           | 0                | 48                    | 0                      | 6                   | 0             |   |                   |                        |                  |             |
|   | HOURLY RATE                       | \$350.00         | \$190.00              | \$145.00               | \$125.00            | \$100.00      | See Consultant Proposal Letters                           |                   |                        |                  |             |
|   | ESTIMATED FEES                    | \$0.00           | \$9,120.00            | \$0.00                 | \$750.00            | \$0.00        |   |                   |                        |                  |             |
|   | SUBTOTAL                          | \$9,870.00       |                       |                        |                     |               | \$5,160.00  | \$3,500.00        | \$0.00                 | \$750.00         | \$19,280.00 |
| SUBTOTAL PER TEAM MEMBER - ALL TASKS                  |                                   | \$9,870.00       |                       |                        |                     |               | \$5,160.00  | \$3,500.00        | \$0.00                 | \$750.00         | \$19,280.00 |
| REIMBURSABLE EXPENSES BUDGET                          |                                   | \$200.00         |                       |                        |                     |               | \$0.00  | \$0.00            | \$0.00                 | \$0.00           | \$200.00    |
| SUBTOTAL PER TEAM MEMBER - INCL. REIMB EXPENSES       |                                   | \$10,070.00      |                       |                        |                     |               | \$5,160.00  | \$3,500.00        | \$0.00                 | \$750.00         | \$19,480.00 |
| TCFA MARK-UP ON CONSULTANT SERVICES (10%)             |                                   |                  |                       |                        |                     |               | \$516.00  | \$350.00          | \$0.00                 | \$75.00          | \$941.00    |
| SUBTOTAL PER TEAM MEMBER - ALL TASKS (Incl. Mark-ups) |                                   | \$10,070.00      |                       |                        |                     |               | \$5,676.00  | \$3,850.00        | \$0.00                 | \$825.00         | \$20,421.00 |
|   |                                   |                  |                       |                        |                     |               | TOTAL ESTIMATED TASK 2 FEE                                |                   |                        |                  | \$20,421.00 |

TCF ARCHITECTURE PLLC  
CONSULTANT FEE DETERMINATION  
SUMMARY SHEET  
**(Specific Rates of Pay)**  
KITSAP TRANSIT FEE SCHEDULE  
2024

| <b>TITLE</b>              | <b>2024<br/>Proposed</b> |
|---------------------------|--------------------------|
| Principal-in-Charge       | 350                      |
| Interior Design Principal | 225-235                  |
| Senior Design Director    | 200-210                  |
| Senior Architects         | 180-190                  |
| Senior Designers          | 180-190                  |
| Architect/Designer III    | 135-150                  |
| Architect/Designer II     | 111-134                  |
| Architect/Designer I      | 100-111                  |
| Project Admin Support     | 100-125                  |



July 19, 2024

TCF Architecture  
124 B I Street  
Tacoma, Washington 98403

Attn: Mark Hurley

**RE: Everett Mall Station Restroom Building - MEP Fee**

Dear Mark,

Thank you for including us for MEP design services for the above project. The scope of work as we understand it is as follows:

Basic Services

- C406 Coordination meeting
- MEP drawings and specs with 30%, 100% and permit submittals
- Bidding
- RFI question answers
- Submittal review
- Punch list

We propose **an hourly not-to-exceed fee of \$18,880** to cover this service.

If the scope of work changes from that described above we reserve the right to charge additional fee. You will be notified before any out of scope work begins for concurrence of additional fee.

Again, thank you for the opportunity to work on this project with you, and if you have any questions please do not hesitate to call.

Sincerely,

**BCE ENGINEERS, INC.**

Chuck Heaton, PE  
Principal

O:\BUSINESS OPPORTUNITIES\2024\X240301 Everett Mall Station Restroom Building\PROPOSAL\Everett Mall Station Restroom Building.docx

Everett Mall Station Restroom Building

Estimate of Hours and Costs

BCE Engineers | a Division of TranSystems

| Task Description       | Principal<br>\$290 | Associate<br>Principal<br>\$240 | Senior<br>Associate<br>\$220 | Associate<br>\$190 | Senior<br>Engineer<br>\$170 | Engineer/<br>Senior<br>Designer<br>\$150 | Engineering<br>Assistant<br>\$120 | Drafter/Cad<br>Technician<br>\$100 | Spec Typist<br>\$100 | Task Hours | Task Cost |
|------------------------|--------------------|---------------------------------|------------------------------|--------------------|-----------------------------|--|-----------------------------------|------------------------------------|----------------------|------------|-----------|
| Design                 | 4                  | 12                              | 0                            | 0                  | 7                           | 39                                       | 0                                 | 36                                 | 0                    | 98         | \$14,680  |
| C406 Discussion        | 2                  | 4                               |                              |                    |                             |  |                                   |                                    |                      | 6          | \$1,540   |
| MEP drawings and specs | 2                  | 8                               |                              |                    | 4                           | 36                                       |                                   | 36                                 |                      | 86         | \$12,180  |
| Bidding                |                    |                                 |                              |                    | 3                           | 3  |                                   |                                    |                      | 6          | \$960     |
|                        |                    |                                 |                              |                    |                             |  |                                   |                                    |                      | 0          | \$0       |
|                        |                    |                                 |                              |                    |                             |  |                                   |                                    |                      | 0          | \$0       |
| CA                     | 0                  | 0                               | 0                            | 0                  | 0                           | 28                                       | 0                                 | 0                                  | 0                    | 28         | \$4,200   |
| RFI,s                  |                    |                                 |                              |                    |                             | 6  |                                   |                                    |                      | 6          | \$900     |
| Submittal Review       |                    |                                 |                              |                    |                             | 6  |                                   |                                    |                      | 6          | \$900     |
| Punch list             |                    |                                 |                              |                    |                             | 16                                       |                                   |                                    |                      | 16         | \$2,400   |
|                        |                    |                                 |                              |                    |                             |  |                                   |                                    |                      | 0          | \$0       |
|                        |                    |                                 |                              |                    |                             |  |                                   |                                    |                      | 0          | \$0       |
| Total Labor            |                    |                                 |                              |                    |                             |  |                                   |                                    |                      | 126        | \$18,880  |

Exclusions

- Acoustical analysis
- Cathodic protection design or analysis
- Shop drawing level design
- Smoke control system design or controls
- Street Lighting (can be included as additional service)
- Coordination Study (can be included as additional service)
- DAS system design, our design covers rough-in only

Building sqft  
Cost/sqft



# AUTHORIZATION FOR SERVICES



**TO:** Mark Hurley | AIA  
Principal  
TCF Architecture PLLC

**EMAIL:** mark@tcfarchitecture.com

**DATE:** July 19, 2024

**PROJECT NO.:** 2240652.20

**PROJECT NAME:** Everett Transit - Mall Station Restroom

**SUBJECT:** Structural Scope and Fee

## SERVICES PROVIDED:

☐ Civil Engineering    ☒ Structural Engineering    ☐ Land Use Planning    ☐ Landscape Architecture    ☐ Land Surveying

## DESCRIPTION OF WORK:

The following services have been requested:

- Structural engineering associated with a proposed restroom structure at the Everett Transit Mall Station Restroom. The anticipated structural scope is based upon preliminary information provided to AHBL by TCF. We anticipate that our scope will include the following:
  - Structural design and detailing of new restroom structure. The new restroom is anticipated to be roughly 300 sf in size.
  - The restroom construction is assumed to consist primarily of conventional wood framed construction supported on shallow foundations.
- Our structural engineering fee includes time associated with responding to plan review comments during the permitting process as well as responding to contractor questions during bidding.
- We have included an allowance for construction phase services. This scope will include review of shop drawings, test reports, and contractor-requested changes as they relate to the design. Additionally, this scope will include site visits / structural observation as needed during construction. We have assumed (1) site visit during construction.
- We can bill our engineering effort on a time and expense basis as needed against the allowances indicated.

## BILLING SUMMARY:

|         |  |         |
|---------|--|---------|
| Task 21 | Restroom Engineering (T&E Allowance)                 | \$5,000 |
| Task 22 | Permitting Assistance (T&E Allowance)                | \$800   |
| Task 23 | Restroom Construction Administration (T&E Allowance) | \$3,500 |

## AGREEMENT:

1. Client authorizes the above-specified services and agrees to pay for these services in the amount stated above within 30 days of receiving each invoice. If payment is not received by AHBL within sixty (60) calendar days of the date of the invoice, the Client shall pay an additional charge of one-and-one-half percent of the PAST DUE amount per month. The Client shall make an initial payment of **zero** and **no** hundredths dollars (**\$0.00**) upon execution of this Agreement. This payment shall be applied against the final invoice.
2. Client agrees to limit the liability of AHBL to Client arising from professional acts, errors, or omissions of AHBL and for liability arising out of or relating to this Agreement, such that the total aggregate liability of AHBL, including attorneys' fees awarded pursuant to this Agreement, shall not exceed Fifty Thousand U.S. Dollars (\$50,000) or the total compensation paid by Client to AHBL for the services rendered under this Agreement, whichever is greater.
3. If the services include surveying of utilities, the Client understands and agrees that the existence and location of any underground utilities are derived from a combination of utility locator service markings and as-built and/or utility design drawings provided by others. AHBL does not represent or guarantee that all underground utilities that may exist within the site have been shown or have been shown accurately.



4. If the services include preparation of construction documents and/or performance of periodic observations of construction, the Client agrees that AHBL shall have no responsibility for construction means, methods, techniques, sequences or procedures or for construction jobsite safety, and the Client agrees that AHBL shall not be liable for the failure of any contractor to construct in accordance with the construction documents.
5. AHBL's services are intended solely for the benefit of the Client and are not intended to create any rights or benefits for any other person or entity. Use by any other person or entity or on any other project shall be at the user's sole risk and without liability on the part of AHBL or the professional whose stamp and signature appear on the documents.
6. Unless stated otherwise, AHBL's receipt of a signed copy of this Authorization for Services shall constitute its notice to proceed with performance. If AHBL has not received a signed copy of this Authorization for Services within fifteen (15) days of the date stated at the top of the form, the proposal to perform the services shall be deemed withdrawn.

**Client Purchase Order No:** \_\_\_\_\_

**Client Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**Printed Name/Title:** \_\_\_\_\_

**AHBL Project Mgr. Signature:** \_\_\_\_\_

**Date:** 7/19/2024

**AHBL Proj. Mgr. Printed Name:** Andrew McEachern, P.E., S.E.

☒ **TACOMA**

2215 North 30<sup>th</sup> Street, Suite 300  
Tacoma, WA 98403-3350  
253.383.2422 TEL

☐ **SEATTLE**

1200 6<sup>th</sup> Avenue, Suite 1620  
Seattle, WA 98101-3117  
206.267.2425 TEL

☐ **SPOKANE**

827 West First Avenue, Suite 220  
Spokane, WA 99201-3904  
509.252.5019 TEL

☐ **TRI-CITIES**

5804 Road 90, Suite H  
Pasco, WA 99301-8551  
509.380.5883 TEL

c: Accounting

ADM/

Q:\2024\2240652\20\_STR\NON\_CAD\PROJ\_MGT\2240652 auth01 - Everett Transit Restroom.docx



# Proposal

CLIENT TCF Architecture, PLLC

DATE July 18<sup>th</sup>, 2024

CLIENT CONTACT Mark Hurley

PROJECT Everett Mall Station Custom Restroom

Dear Mark,

Please see below our proposal for providing cost consulting services for the Everett Mall Custom Restroom Project.

Provide cost consulting services at the following design stages:

- Conceptual Design Estimating

## 2.1 Cost Estimate

The cost estimate will be based on the measurement of quantities from drawings and provided information and priced in accordance with these drawings, specifications and descriptions of the work.

## 2.2 Format

The estimates will be presented in elemental format or that determined by the project team.

## 2.3 Exclusions

Any design work or estimating beyond the above stated services and scope and beyond the site.

## 2.4 Meetings / Follow Up / Estimate Review

We have assumed for this fee time for meetings, conference calls and follow-up at each design stage.

## 2.5 Project Staffing Assignment

- Andy Cluness (30+ Years' Experience) – Lead Estimator / Senior Estimator
- Melia Blankenship (16 + Years' Experience) – Senior Estimator
- John Perry (30+ Years' Experience) – Senior Estimator/ QA/QC Manager

## 3. Basic Services Fees

Our Not To Exceed Hourly fee for cost estimating services are **\$7,380** for the following services:

- **30% Design Estimate = \$2,870 (14 Hours x \$205/Hr.)**
  - Report Preparation, Internal Meetings: ½ Hour
  - Structural, Architectural, Site Estimating: 7 Hours
  - Mechanical / Electrical Estimating: 5 Hours
  - Owner / Design Team Meetings, Conference Calls, Follow Up: 1 Hour
  - Internal Estimating QA/QC: ½ Hour

- **100% Design Estimate = \$4,510 (22 Hours x \$205/Hr.)**
  - Report Preparation, Internal Meetings: ½ Hour
  - Structural, Architectural, Site Estimating: 12 Hours
  - Mechanical / Electrical Estimating: 8 Hours
  - Owner / Design Team Meetings, Conference Calls, Follow Up: 1 Hour
  - Internal Estimating QA/QC: ½ Hour

#### **4. Expenses**

Direct reimbursable expenditures if appropriate will be charged in accordance with the prime agreement or Our Hourly rates for miscellaneous additional services will be billed as reimbursable at \$205/Hr. Flights and Accommodations will be billed at Cost + 10%. *We are not anticipating expenses for this project.*

#### **5. Payment**

We will invoice on completion of each phase for payment net thirty (30) days. This proposal remains open for acceptance for a period of three months after which time the writer should be consulted for verification of scope and fees.

#### **6. Project Schedule**

Based on our understanding of the current schedule that if successful in our proposal we would receive the documents on the following dates for the formal submittals of our service:

##### **Documents to RC Cost Group**

Per Schedule

##### **Complete Cost Plan**

Per Schedule

*We look forward to the opportunity of working with you on this important project and if you have any questions regarding this proposal or the fee structure, please give us a call. Thank you.*

Yours Truly,

**Andy Cluness, Managing Partner**

RC Cost Group, INC.

#### **Confirmation of Agreement:**

This letter correctly sets out the scope and fees for services to be provided by RC Cost Group, Inc. for this project.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICER

\_\_\_\_\_  
TITLE OF AUTHORIZED OFFICER

\_\_\_\_\_  
DATE

**Project title:** Relinquishment of Utility Easements for an Undeveloped Waterline

**Council Bill #**

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 08/21/24  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Relinquishment of Easement

**Department(s) involved:**

Permit Services; Legal; Real  
Property

**Contact person:**

Bob Leonard

**Phone number:**

425-257-8335

**Email:**

bleonard@everettwa.gov

**Initialed by:**

RML

Department head

Administration

Council President

**Project:** Relinquishment of Utility Easements

**Partner/Supplier:** N/A

**Location:** 2100 Block of 100th St SW

**Preceding action:** N/A

**Fund:** N/A

**Fiscal summary statement:**

None

**Project summary statement:**

The utility easements to be relinquished were originally granted to the City in 2000 in advance of a proposed development of a site in the 2100 Block of 100th St SW. That development did not happen, and no waterline was installed in the easements. The site has changed ownership and new permit applications have been submitted for a reconfigured development of the site. Because of this reconfiguration, the previous utility easements are no longer useful and will be replaced by a new utility easement conforming to the new development plan.

**Recommendation (exact action requested of Council):**

Authorize the Mayor to sign the Relinquishment of Utility Easements for an undeveloped waterline.

AFTER RECORDING RETURN TO:

Real Property Manager  
Facilities/Property Management  
802 E. Mukilteo Blvd, Bldg. #100  
Everett, WA 98203

**Tax Account No.:** 28041400300700

**Legal Description:** PTN. Of: W1/2 W1/2 E1/2 S1/2 SE1/4 SW1/4 LESS RD ON S SD

**Reference No. of Documents Released:** 200006120450 and 200008240001

### **RELINQUISHMENT OF EASEMENTS**

The City of Everett, a municipal corporation under the laws of the State of Washington, grantee of those certain easements recorded under Auditor's File No. 200006120450 and 200008240001, records of Snohomish County, Washington, hereby relinquishes and quit claims all interest, if any, in the entirety of said easements, to the grantor(s) or its successor(s), in said easement.

#### **CITY OF EVERETT**

By \_\_\_\_\_

Cassie Franklin, Mayor

Dated: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

STATE OF WASHINGTON                    )  
  )  
COUNTY OF SNOHOMISH                )                ss.

On this day personally appeared before me Cassie Franklin, to me known to be the Mayor of the City of Everett, the Washington municipal corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute such instrument.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Notary: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public in and for the State of  
Washington, residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_



## City Council Agenda Item Cover Sheet

**Project title:** Interlocal Cooperative Agreement with Everett Public Schools Concerning the School Resource Officer Program

**Council Bill #**

**Agenda dates requested:**

Briefing

Proposed action

Consent 8/21/24

Action

Ordinance

Public hearing

Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Agreement

**Department(s) involved:**

Police, Legal

**Contact person:**

Jeff Hendrickson

**Phone number:**

425-257-8460

**Email:**

jhendrickson@everettwa.gov

**Initialed by:**

JD

Department head

Administration

Council President

**Project:** School Resource Officer Program Agreement

**Partner/Supplier:** Everett Public Schools

**Location:** NA

**Preceding action:** Prior agreement executed 2021

**Fund:** 031/Police

### Fiscal summary statement:

Everett Police Department School Resource Officers are paid their regular salary and benefits through City of Everett payroll fund 031/Police. Pursuant to this agreement, Everett Public Schools will reimburse the City of Everett for two SRO positions in the amount of \$352, 231.00 for the 2024-2025 school year. Officer salaries for 2026 and 2027 are not yet available as they are determined by labor agreement, therefore reimbursement figures for the 2025-2026 and 2026-2027 school years cannot be provided at this time.

### Project summary statement:

The City of Everett and Everett Public Schools currently participate in a School Resource Officer (SRO) Program in which two Everett police officers are assigned in two of the district's high schools, Everett and Cascade. The SROs build relationships, mentor students, and promote school safety and security within the two high schools. These positions are funded by the above-noted contribution from Everett Public Schools. This agreement allows for two (2) one-year extensions through August 31, 2027.

### Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Interlocal Cooperative Agreement with Everett Public Schools Concerning the School Resource Officer Program for 2024-2027.



**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF EVERETT  
AND EVERETT PUBLIC SCHOOLS CONCERNING THE  
SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT made and entered into by and between the City of Everett, hereinafter referred to as the “City”, and Everett Public Schools, hereinafter referred to as the “District”. This Agreement shall be effective from September 1, 2024, through August 31, 2025.

WHEREAS, the City and the District believe that the safety of students and staff is of primary importance; and

WHEREAS, the City supports the community policing philosophy and devotes resources to the promotion of programs that are proactive and preventive in nature; and

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the City and the District have participated in a School Resource Officer (SRO) program wherein the City’s police officers have been placed in the District’s high schools and middle schools within the City of Everett to help promote student, staff, and public safety in those schools; and

WHEREAS, the District wishes to continue to provide funding for the SRO program for Everett and Cascade High Schools located within the City of Everett in order to help promote public safety in those schools; and

WHEREAS, the City has elected to provide funding for the SRO program for Eisenhower Middle School, Evergreen Middle School and North Middle Schools at no cost to the District; and

WHEREAS, contingent upon police staffing levels and City budget capacity, the City endeavors to continue to provide SROs at Eisenhower Middle School, Evergreen Middle School and North Middle School in order to help promote public safety in those schools; and

WHEREAS, by virtue of this Agreement, the parties desire to define the SRO program in the District’s high schools and middle schools located within the City of Everett;

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT, in consideration of the terms, conditions or obligations and mutual benefits of the Agreement, the parties agree as follows:

**Section 1: School Resource Officers**

- A. The term of this Agreement shall begin on September 1, 2024, and continue through August 31, 2025, unless earlier terminated as provided in this agreement. The parties may extend this Agreement for up to two additional one-year terms. Extension of the Agreement shall be automatic unless one of the parties provides written notice of termination to the other party as required in Section 4 of this Agreement. The terms of the Extension(s) shall be the same as those provided in this original Agreement unless Renegotiated as provided for in Section 4 of this agreement.

- B. Regularly employed City police officers will be assigned by the City to serve as SROs to Everett High School, Cascade High School, and contingent upon police staffing levels and City budget capacity, to Eisenhower Middle School, Evergreen Middle School and North Middle School. A total of two (2) officers will be assigned to serve as high school SROs for which the District will pay the City pursuant to this Agreement. SROs will focus upon school safety and security issues of concern in our community. As the SROs patrol school grounds and surrounding communities, they will partner with school administrators to identify, investigate, deter and prevent incidents involving weapons, violence, harassment, intimidation, or other similar activities. In addition, the SROs will serve as a positive resource to students, staff and parents with information, support and problem-solving mediation and facilitation on topics such as: school safety, alcohol and drug trends, gang activity, social media/internet safety, and neighborhood safety issues.

The District and the City confirm that all SROs shall be trained in compliance with RCW 28A.400 and RCW 28A.320, and that each SRO will be trained in the following areas, in compliance with RCW 28A.310:

- a) Constitutional and civil rights of children in schools, including state law governing search and interrogation of youth in schools;
  - b) Child and adolescent development;
  - c) Trauma-informed approaches to working with youth;
  - d) Recognizing and responding to youth mental health issues;
  - e) Educational rights of students with disabilities, the relationship of disability to behavior, and best practices for interacting with students with disabilities;
  - f) Bias free policing and cultural competency, including best practices for interacting with students from particular backgrounds, including English learners, LGBTQ, immigrant, female and nonbinary students;
  - g) Local and national disparities in the use of force and arrests of children;
  - h) Collateral consequences of arrest, referral for prosecution, and court involvement;
  - i) Resources available in the community that serve as alternatives to arrest and prosecution and pathways for youth to access services without court or criminal justice involvement;
  - j) De-escalation techniques when working with youth or groups of youth;
  - k) State law regarding restraint and isolation in schools, including RCW 28A.600.485;
  - l) The federal family educational rights and privacy act (20 U.S.C. Sec. 1232g) requirements including limits on access to and dissemination of student records for noneducational purposes; and
  - m) Restorative justice principles and practices.
- C. The parties agree to follow the requirements for School Resource Officer programs set forth in RCW 28A.320, along with the goals and expectations outlined in the Everett Police Department SRO Handbook, which includes the best practices of the National Association of School Resource Officers (NASRO). The SRO Handbook will be reviewed, and updated if necessary, in conjunction with the annual renewal of this agreement through the process described in Section 1, Paragraph G. Pursuant to RCW 28A.320, it is agreed that the City will select the officer to be assigned as an SRO to each of the five schools after consultation with the District. At the end of each school semester, the principals from the schools served by SROs shall provide written feedback about the performance of their SROs to the administrator supervising the SRO program for the District, who shall then provide that information to the Youth Services Sergeant for purposes of the officer's performance evaluation. The City retains

the authority to provide the officer's annual performance evaluation pursuant to City contracts, policies and procedures. The District feedback and City performance evaluation shall be considered in the selection of the officers to be assigned as SROs.

- D. It is intended that an SRO be at an assigned school or schools on the days that school is in session for face-to-face learning, for his/her forty-two (42) hour work week. If there occurs a time that a school is in session either 100% remotely or in a hybrid remote learning/face-to-face learning environment, it is intended that the District and the City will confer and agree upon a work week appropriate for the specific learning environment. In any of these situations, SROs are expected to be punctual in reporting to their assigned school at the time they are scheduled to begin work unless previously approved by the Youth Services Sergeant. SROs are expected to schedule days off and vacations in conjunction with the school calendar. Vacation or elective time off during the school year will be approved on a case-by-case basis by the Youth Services Sergeant. If an SRO assigned to either Everett High School or Cascade High School is transferred to the City's Police Department Administrative Services Division because of extended absence or other circumstances, the City will select an alternate SRO to be assigned to the school within thirty (30) days. In the event the City is experiencing a Police staffing shortage that prevents assignment of an alternate SRO to either Everett High School or Cascade High School, the parties agree to renegotiate the Agreement as set forth in Section 4.
- E. While school is in session, the SRO's daily schedule will be as mutually agreed upon by the school principal, the SRO and the Youth Services Sergeant to maximize the SRO's positive impact on the school community. On scheduled workdays when school is not in session (summer vacation, school breaks, holidays, etc.), the SROs will work on assignments as determined by the Youth Services Sergeant.
- F. The City and the District agree to a regular reporting system that will include reports two (2) times per year due to the District by January 31 and June 30, by the City's Police Department detailing activities performed by the SROs at their respective schools. Pursuant to RCW 28A.320, these reports shall include the data required for District reporting to the State Office of Superintendent of Public Instruction ("OSPI"), including:
- The number of SROs assigned to the District by the City and number of days per week that each officer works;
  - A description of each incident where an SRO was involved that resulted in student discipline, use of force against a student, or a student arrest;
  - The number of complaints related to job duties and student interactions filed against the SRO, received by the City; and
  - Any other information related to SROs known by the City if required by OSPI.
- The District Superintendent, Chief of Police, Youth Services Sergeant, and other appropriate staff will meet to confer on the health and effectiveness of the Program and to review the reports in January and June. Such reporting system may be modified by the mutual written agreement of the parties.
- G. The City and the District agree to meet twice a year, near the end of each school semester, to discuss the Program and its benefits and shortcomings in an effort to modify the Program to provide the best possible service to the City and the District. These meetings will include the City Mayor and the District Superintendent.

- H. In compliance with RCW 28A.320, the District and the City shall engage in a review of the SRO program with the intent of adopting an agreement for the 2024-25 school year, using a process that involves parents, students, and community members. The resulting 2024-25 agreement shall incorporate at a minimum the requirements set forth in RCW 28A.320.

## Section 2: Funding

For the 2024-2025 school year, the District shall pay the City a total of Three Hundred fifty-two thousand two hundred and thirty-one dollars (\$352,231.00) for the high school SRO Program. Equal payments shall be made monthly from September through June based on 1/10 of the total contract amount. The City will invoice the District quarterly. All invoices shall be sent to the Everett Public Schools Accounting Office at 3900 Broadway, Everett, WA 98201. Invoices sent to school locations may delay payment. The District will make payment within 30 days following receipt of a properly executed invoice. Late payment charges shall not be assessed unless payment is more than 45 days late from the time the properly executed invoice is received by the District. (Note: The parties understand that in practice the District accounts payable staff will establish an auto-disbursement to the City for each of the months September through June for 1/10 of the annual contract amount. Deviations from that amount, for SRO reductions or additional duties, will be processed separately upon receipt of the quarterly billing.)

## Section 3: Liability – Dispute Resolution

- A. It is understood and agreed that this Agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party or individual. No joint venture or partnership is formed as a result of the Agreement. Each party hereto agrees to be responsible and assumes liability for its own acts or omissions, and those of its officers, agents or employees for any incident arising out of or in connection with this Agreement, to the fullest extent required by the law, and agrees to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of multiple parties, any damages allowed shall be assessed in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.
- B. No liability shall attach to the City or the District by reason of entering into this Agreement except as expressly provided herein. The parties agree that providing the SROs pursuant to this Agreement is not a representation, warranty, or guarantee of any sort concerning the SROs' ability to fulfill the parties' intent as set forth in Section 1A above. No third parties shall have or claim any rights or benefits under this Agreement and this Agreement shall not be construed to create such rights. This Agreement shall not be construed and is not intended to create any expectation to the Public Duty Doctrine between the parties or with any third party.
- C. Any dispute between the District and the City in regard to this Agreement shall be referred for determination to the City's Mayor, or designee, and the District's Superintendent, or designee, for resolution. The representatives shall work jointly to resolve the dispute.

## Section 4: Termination – Renegotiation

This Agreement is subject to termination or renegotiation by either party if advance written notice is given no less than six (6) months prior to the end of any calendar year if the intent is to renegotiate or terminate this Agreement. In the event this Agreement is terminated, the District shall be entitled to a refund pro-rata from the City based upon the number of contract days per

SRO that remain at the time of termination. No lawsuit for damages may be filed by either party against the other party until sixty (60) days after the submission of a claim for damages in accordance with RCW 4.96.010 and RCW 4.96.020.

Section 5: Venue

Venue for any lawsuit arising out of this Agreement shall be Snohomish County, Washington.

Section 6: Entire Agreement – Amendment

- A. This Agreement constitutes the entire understanding between the parties regarding this subject and no other agreement, oral or otherwise, is in existence or shall be deemed binding upon the parties.
- B. This Agreement may be amended by written instrument executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

City of Everett

Everett Public Schools

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

\_\_\_\_\_  
Dr. Ian Saltzman, Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

Approved as to Form:

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

\_\_\_\_\_  
City Attorney

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF EVERETT  
AND EVERETT PUBLIC SCHOOLS CONCERNING THE  
SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT made and entered into by and between the City of Everett, hereinafter referred to as the "City", and Everett Public Schools, hereinafter referred to as the "District". This Agreement shall be effective from September 1, 2024, through August 31, 2025, and may be extended as set forth below.

WHEREAS, the City and the District believe that the safety of students and staff is of primary importance; and

WHEREAS, the City supports the community policing philosophy and devotes resources to the promotion of programs that are proactive and preventive in nature; and

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the City and the District have participated in a School Resource Officer (SRO) program wherein the City's police officers have been placed in the District's high schools and middle schools within the City of Everett to help promote student, staff, and public safety in those schools; and

WHEREAS, the District wishes to continue to provide funding for the SRO program for Everett and Cascade High Schools located within the City of Everett in order to help promote public safety in those schools; and

WHEREAS, the City has elected to provide funding for the SRO program for Eisenhower Middle School, Evergreen Middle School and North Middle Schools at no cost to the District; and

WHEREAS, contingent upon police staffing levels and City budget capacity, the City endeavors to continue to provide SROs at Eisenhower Middle School, Evergreen Middle School and North Middle School in order to help promote public safety in those schools; and

WHEREAS, by virtue of this Agreement, the parties desire to define the SRO program in the District's high schools and middle schools located within the City of Everett;

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT, in consideration of the terms, conditions or obligations and mutual benefits of the Agreement, the parties agree as follows:

**Section 1: School Resource Officers**

- A. Regularly employed City police officers will be assigned by the City to serve as SROs to Everett High School, Cascade High School, and contingent upon police staffing levels and City budget capacity, to Eisenhower Middle School, Evergreen Middle School and North Middle School. A total of two (2) officers will be assigned to serve as high school SROs for which the District will pay the City pursuant to this Agreement. SROs will focus upon school safety and security issues of concern in our community. As the SROs patrol school grounds and surrounding communities, they will partner with school administrators to

identify, investigate, deter and prevent incidents involving weapons, violence, harassment, intimidation, or other similar activities. In addition, the SROs will serve as a positive resource to students, staff and parents-with information, support and problem- solving mediation and facilitation on topics such as: school safety, alcohol and drug trends, gang activity, social media/internet safety, and neighborhood safety issues.

The parties agree that the City will maintain operational control over the SROs at all times, and that the City may call the SRO away from assigned duties for mandatory training, emergency, scheduled vacation, legal summons/subpoena, or as deemed necessary for public safety by the Police Chief. The parties agree that the scope of this Agreement assumes a traditional 180 day school year and that any significant change in the District's scheduling that results in a school year exceeding 180 days will require a renegotiation of the terms of this Agreement.

The parties agree that, because the Middle School SROs are solely funded by the City, the City may discontinue providing one or more Middle School SROs, if police staffing levels and City budget capacity so require, as solely determined by the Police Chief.

The District and the City confirm that all SROs shall be trained in compliance with RCW 28A.400 and RCW 28A.320 and that each SRO will be trained in the following areas, in compliance with RCW 28A.310 :

- a) Constitutional and civil rights of children in schools, including state law governing search and interrogation of youth in schools;
  - b) Child and adolescent development;
  - c) Trauma-informed approaches to working with youth;
  - d) Recognizing and responding to youth mental health issues;
  - e) Educational rights of students with disabilities, the relationship of disability to behavior, and best practices for interacting with students with disabilities;
  - f) Bias free policing and cultural competency, including best practices for interacting with students from particular backgrounds, including English learners, LGBTQ, immigrant, female and nonbinary students;
  - g) Local and national disparities in the use of force and arrests of children;
  - h) Collateral consequences of arrest, referral for prosecution, and court involvement;
  - i) Resources available in the community that serve as alternatives to arrest and prosecution and pathways for youth to access services without court or criminal justice involvement;
  - j) De-escalation techniques when working with youth or groups of youth;
  - k) State law regarding restraint and isolation in schools, including RCW 28A.600.485;
  - l) The federal family educational rights and privacy act (20 U.S.C. Sec. 1232g) requirements including limits on access to and dissemination of student records for noneducational purposes; and
  - m) Restorative justice principles and practices.
- B. The parties agree to follow the requirements for School Resource Officer programs set forth in RCW 28A.320, along with the goals and expectations outlined in the Everett Police Department SRO Handbook which includes the best practices of the National Association of School Resource Officers (NASRO). The SRO Handbook will be reviewed, and updated

as necessary by the City, in conjunction with the annual renewal of this agreement through the process described in Section 1, Paragraph G. Pursuant to RCW 28A.320 as applicable to SROs and it is agreed that the City will select the officer to be assigned as an SRO to each of the five schools after consultation with the District, but the Police Chief retains the authority to make the final determination as to officer selection. At the end of each school semester, the principals from the schools served by SROs shall provide written feedback about the performance of their SROs to the administrator supervising the SRO program for the District, who shall then provide that information to the Youth Services Sergeant for purposes of the officer's performance evaluation. The City retains the authority to provide the officer's annual performance evaluation pursuant to City contracts, policies and procedures. The District feedback and City performance evaluation shall be considered in the selection of the officers to be assigned as SROs.

- C. It is intended that an SRO be at an assigned school or schools on the days that school is in session for face-to-face learning, for his/her forty-two (42) hour work week. If there occurs a time that a school is in session either 100% remotely or in a hybrid remote learning/face-to-face learning environment, it is intended that the District and the City will confer and agree upon a work week appropriate for the specific learning environment. In any of these situations, SROs are expected to be punctual in reporting to their assigned school at the time they are scheduled to begin work unless previously approved by the Youth Services Sergeant. SROs are expected to schedule days off and vacations in conjunction with the school calendar. Vacation or elective time off during the school year will be approved on a case-by-case basis by the Youth Services Sergeant. If an SRO assigned to either Everett High School or Cascade High School is transferred to the City's Police Department Administrative Services Division because of extended absence or other circumstances, the City will select an alternate SRO to be assigned to the school within thirty (30) days. In the event the City is experiencing a Police staffing shortage that prevents assignment of an alternate SRO to either Everett High School or Cascade High School, the parties agree to renegotiate the Agreement as set forth in Section 4.
- D. While school is in session, the SRO's daily schedule will be as mutually agreed upon by the school principal, the SRO and the Youth Services Sergeant to maximize the SRO's positive impact on the school community. On scheduled workdays when school is not in session (summer vacation, school breaks, holidays, etc.), the SROs will work on assignments as determined by the Youth Services Sergeant.
- E. The City and the District agree to a regular reporting system that will include reports two (2) times per year due to the District by January 31 and June 30, by the City detailing activities performed by the SROs at their respective schools. Pursuant to RCW 28A.320 as applicable to SROs, these reports shall include the data required for District reporting to the State Office of Superintendent of Public Instruction ("OSPI"), including:
- The number of SROs assigned to the District by the City and number of days per week that each officer works;
  - A description of each incident where an SRO was involved that resulted in student discipline, use of force against a student, or a student arrest;
  - The number of complaints related to job duties and student interactions filed against the SRO, received by the City; and
  - Any other information related to SROs known by the City if required by OSPI.



The District Superintendent, Chief of Police, Youth Services Sergeant, and other appropriate staff will meet to confer on the health and effectiveness of the Program and to review the reports in January and June. Such reporting system may be modified by the mutual written agreement of the parties.

- F. The City and the District agree to meet twice a year, near the end of each school semester, to discuss the Program and its benefits and shortcomings in an effort to modify the Program to provide the best possible service to the City and the District. These meetings will include the City Mayor and the District Superintendent.
- G. In compliance with RCW 28A.320, the District, with City cooperation as needed, shall engage in a review of the SRO program with the intent of the District adopting an agreement with the City for each subsequent school year, using a process that involves parents, students, and community members. The District and the City shall ensure that any amendments to this Agreement comply with the requirements set forth in RCW 28A.320.

## **Section 2: Time of Performance**

This Agreement shall commence when executed by the parties and either filed with the Snohomish County Auditor or posted on a party's Interlocal Agreements website, whichever date is later, and shall continue through August 31, 2025. The term of this Agreement may be extended for up to two (2) additional one (1) year terms (through August 31, 2027) by written notice from the District to the City. Prior to providing written notice of an extension, in compliance with RCW 28A.320 as applicable to SROs, the District must review and adopt the extension of the agreement, as described in Section 1.G. The District acknowledges that SRO services being offered by City are contingent upon sufficient legislative appropriation during current and subsequent fiscal years.

## **Section 3: Funding**

For the 2024-2025 school year, the District shall pay the City a total of three hundred fifty-two thousand two hundred and thirty-one dollars (\$352,231.00) for the high school SRO Program. For school years after 2024-25, the District payment for the high school SRO program shall be as agreed in writing by the City Police Chief (or designee) and the District's Superintendent (or designee), and no extension of this Agreement under Section 2 above is effective without such an agreement. Equal payments shall be made monthly from September through June based on 1/10 of the total contract amount. The City will invoice the District quarterly. All invoices shall be sent to the Everett Public Schools Accounting Office at 3900 Broadway, Everett, WA 98201. Invoices sent to school locations may delay payment. The District will make payment within 30 days following receipt of a properly executed invoice. Late payment charges shall not be assessed unless payment is more than 45 days late from the time the properly executed invoice is received by the District. (Note: The parties understand that in practice the District accounts payable staff will establish an auto-disbursement to the City for each of the months September through June for 1/10 of the annual contract amount. Deviations from that amount, for SRO reductions or additional duties, will be processed separately upon receipt of the quarterly billing.)

#### **Section 4: Liability- Dispute Resolution**

- A. It is understood and agreed that this Agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party or individual. No joint venture or partnership is formed as a result of the Agreement. The City does not intend to assume, nor the District expect it to gain, any greater responsibility or liability than that imposed through the limited nature of this Agreement or than that imposed through the normal provision of law enforcement services to the community. Each party hereto agrees to be responsible and assumes liability for its own acts or omissions, and those of its officers, agents or employees for any incident arising out of or in connection with this Agreement. In the case of negligence of multiple parties, any damages allowed shall be assessed in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.
- B. No liability shall attach to the City or the District by reason of entering into this Agreement except as expressly provided herein. The parties agree that providing the SROs pursuant to this Agreement is not a representation, warranty, or guarantee of any sort concerning the SROs' ability to fulfill the parties' intent as set forth in Section 1 above. No third parties shall have or claim any rights or benefits under this Agreement and this Agreement shall not be construed to create such rights. This Agreement shall not be construed and is not intended to create any expectation to the Public Duty Doctrine between the parties or with any third party.
- C. Any dispute between the District and the City in regard to this Agreement shall be referred for determination to the City's Mayor, or designee, and the District's Superintendent, or designee, for resolution. The representatives shall work jointly to resolve the dispute.
- D. Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

#### **Section 5: Termination - Renegotiation**

This Agreement is subject to termination or renegotiation by either party if advance written notice is given no less than six (6) months prior to the end of any calendar year if the intent is to renegotiate or terminate this Agreement. In the event this Agreement is terminated, the District shall be entitled to a refund pro-rata from the City based upon the number of contract days per SRO that remain at the time of termination.

#### **Section 6: Notice**

Any notice to be given to the City under this agreement shall be either mailed or personally delivered to:

Jeff Hendrickson, Deputy Chief of Police  
3002 Wetmore Avenue  
Everett, Washington 98201

Any notice to the DISTRICT shall be mailed or hand delivered to:

Peter Scott, Deputy Superintendent  
Everett School District  
3900 Broadway  
Everett, WA 98201

**Section 7: Venue**

Venue for any lawsuit arising out of this Agreement shall be Snohomish County, Washington.

**Section 8: Entire Agreement - Amendment**

- A. This Agreement constitutes the entire understanding between the parties regarding this subject and no other agreement, oral or otherwise, is in existence or shall be deemed binding upon the parties.
- B. This Agreement may be amended by written instrument executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

City of Everett

Everett Public Schools

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

\_\_\_\_\_  
Dr. Ian Saltzman, Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

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



## City Council Agenda Item Cover Sheet

**Project title:** Interlocal Cooperative Agreement with Mukilteo School District Concerning the School Resource Officer Program

**Council Bill #**

**Agenda dates requested:**

Briefing  
Proposed action  
Consent 8/21/2024  
Action  
Ordinance  
Public hearing  
Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

Yes X No

**Attachments:**

Agreement

**Department(s) involved:**

Police, Legal

**Contact person:**

Jeff Hendrickson

**Phone number:**

425-257-8460

**Email:**

jhendrickson@everettwa.gov

**Initialed by:**

*JD*

Department head

Administration

Council President

**Project:** School Resource Officer Program Agreement

**Partner/Supplier:** Mukilteo School District

**Location:** NA

**Preceding action:** Prior agreement executed 2021

**Fund:** 031/Police

### Fiscal summary statement:

Everett Police Department School Resource Officers are paid their regular salary and benefits through City of Everett payroll fund 031/Police.

### Project summary statement:

The City of Everett and Mukilteo School District currently participate in a School Resource Officer (SRO) Program in which one Everett police officer is assigned to Explorer Middle School. The SRO builds relationships, mentors students and promotes school safety and security. This SRO assignment is contingent upon Everett Police Department staffing levels and budget capacity. This agreement allows for two (2) one-year extensions through August 31, 2027.

### Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Interlocal Cooperative Agreement with Mukilteo School District Concerning the School Resource Officer Program for 2024-2027.

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF EVERETT  
AND MUKILTEO SCHOOL DISTRICT CONCERNING THE  
SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT made and entered into by and between the City of Everett, hereinafter referred to as the “City”, and Mukilteo School District, hereinafter referred to as the “District”. This Agreement shall be effective from September 1, 2024, through August 31, 2025.

WHEREAS, the City and the District believe that the safety of students and staff is of primary importance; and

WHEREAS, the City supports the community policing philosophy and devotes resources to the promotion of programs that are proactive and preventive in nature; and

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the City and the District have participated in a School Resource Officer (SRO) program wherein the City’s police officers have been placed in the middle school within the City of Everett to help promote student, staff, and public safety in that school; and

WHEREAS, the District wishes to continue with the SRO program for Explorer Middle School located within the City of Everett in order to help promote public safety in that school; and

WHEREAS, the City has elected to provide funding for the SRO program for Explorer Middle School at no cost to the District; and

WHEREAS, contingent upon police staffing levels and City budget capacity, the City endeavors to continue to provide SRO at Explorer Middle School in order to help promote public safety in those schools; and

WHEREAS, by virtue of this Agreement, the parties desire to define the SRO program in the District’s middle school located within the City of Everett;

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT, in consideration of the terms, conditions or obligations and mutual benefits of the Agreement, the parties agree as follows:

**Section 1: School Resource Officers**

- A. The term of this Agreement shall begin on September 1, 2024 and continue through August 31, 2025, unless earlier terminated as provided in this agreement. The parties may extend this Agreement for up to two additional one-year terms. Extension of the Agreement shall be automatic unless one of the parties provides written notice of termination to the other party as required in Section 4 of this Agreement. The terms of the Extension(s) shall be the same as those provided in this original Agreement unless Renegotiated as provided for in Section 4 of this agreement.
- B. Regularly employed City police officers will be assigned by the City to serve as SROs to Explorer Middle School. A total of one (1) officer will be assigned to serve as Explorer Middle School’s SRO. SROs will focus upon school safety and security issues of concern in

our community. As the SROs patrol school grounds and surrounding communities, they will partner with school administrators to identify, investigate, deter and prevent incidents involving weapons, violence, harassment, intimidation, or other similar activities. In addition, the SROs will serve as a positive resource to students, staff and parents with information, support and problem-solving mediation and facilitation on topics such as: school safety, alcohol and drug trends, gang activity, social media/internet safety, and neighborhood safety issues.

The District and the City confirm that all SROs shall be trained in compliance with RCW 28A.400 and RCW 28A.320, and that each SRO will be trained in the following areas, in compliance with RCW 28A.310 :

- a) Constitutional and civil rights of children in schools, including state law governing search and interrogation of youth in schools;
  - b) Child and adolescent development;
  - c) Trauma-informed approaches to working with youth;
  - d) Recognizing and responding to youth mental health issues;
  - e) Educational rights of students with disabilities, the relationship of disability to behavior, and best practices for interacting with students with disabilities;
  - f) Bias free policing and cultural competency, including best practices for interacting with students from particular backgrounds, including English learners, LGBTQ, immigrant, female and nonbinary students;
  - g) Local and national disparities in the use of force and arrests of children;
  - h) Collateral consequences of arrest, referral for prosecution, and court involvement;
  - i) Resources available in the community that serve as alternatives to arrest and prosecution and pathways for youth to access services without court or criminal justice involvement;
  - j) De-escalation techniques when working with youth or groups of youth;
  - k) State law regarding restraint and isolation in schools, including RCW 28A.600.485;
  - l) The federal family educational rights and privacy act (20 U.S.C. Sec. 1232g) requirements including limits on access to and dissemination of student records for noneducational purposes; and
  - m) Restorative justice principles and practices.
- C. The parties agree to follow the requirements for School Resource Officer programs set forth in RCW 28A.320 , along with the goals and expectations outlined in the Everett Police Department SRO Handbook, which includes the best practices of the National Association of School Resource Officers (NASRO). The SRO Handbook will be reviewed, and updated if necessary, in conjunction with the annual renewal of this agreement through the process described in Section 1, Paragraph G. Pursuant to RCW 28A.320 , it is agreed that the City will select the officer to be assigned as SRO to the school after consultation with the District. At the end of each school semester, the school principal shall provide written feedback about the performance of the SRO to the administrator supervising the SRO program for the District, who shall then provide that information to the Youth Services Sergeant for purposes of the officer's performance evaluation. The City retains the authority to provide the officer's annual performance evaluation pursuant to City contracts, policies and procedures. The District's feedback and City performance evaluation shall be considered in the selection of the officers to be assigned as SROs.

- D. It is intended the SRO be at an assigned school or schools on the days that school is in session for face-to-face learning, for his/her forty-two (42) hour work week. If there occurs a time that a school is in session either 100% remotely or in a hybrid remote learning/face-to-face learning environment, it is intended that the District and the City will confer and agree upon a work week appropriate for the specific learning environment. In any of these situations, SROs are expected to be punctual in reporting to their assigned school at the time they are scheduled to begin work unless previously approved by the Youth Services Sergeant. SROs are expected to schedule days off and vacations in conjunction with the school calendar. Vacation or elective time off during the school year will be approved on a case-by-case basis by the Youth Services Sergeant. If the SRO assigned to Explorer Middle School is transferred to the City's Police Department Administrative Services Division because of extended absence or other circumstances, the City will select an alternate SRO to be assigned to the school within thirty (30) days. In the event the City is experiencing a Police staffing shortage that prevents assignment of an alternate SRO, the parties agree to renegotiate the Agreement.
- E. While school is in session, the SRO's daily schedule will be as mutually agreed upon by the school principal, the SRO and the Youth Services Sergeant to maximize the SRO's positive impact on the school community. On scheduled workdays when school is not in session (summer vacation, school breaks, holidays, etc.), the SRO will work on assignments as determined by the Youth Services Sergeant.
- F. The City and the District agree to a regular reporting system that will include reports two (2) times per year due to the District by January 31 and June 30, by the City's Police Department detailing activities performed by the SROs at their respective schools. Pursuant to RCW 28A.320, these reports shall include the data required for District reporting to the State Office of Superintendent of Public Instruction ("OSPI"), including:
- The number of SROs assigned to the District by the City and number of days per week that each officer works;
  - A description of each incident where an SRO was involved that resulted in student discipline, use of force against a student, or a student arrest;
  - The number of complaints related to job duties and student interactions filed against the SRO, received by the City; and
  - Any other information related to SROs known by the City if required by OSPI.

The District Superintendent or designee, Chief of Police, Youth Services Sergeant, and other appropriate staff will meet to confer on the health and effectiveness of the Program and to review the reports in January and June. Such reporting system may be modified by the mutual written agreement of the parties.

- G. The City and the District agree to meet twice a year, near the end of each school semester, to discuss the Program and its benefits and shortcomings in an effort to modify the Program to provide the best possible service to the City and the District. These meetings will include the City Mayor and the District Superintendent.
- H. In compliance with RCW 28A.320, the District and the City shall engage in a review of the SRO program with the intent of adopting an agreement for the 2024-25 school year, using a process that involves parents, students, and community members. The resulting 2024-25 agreement shall incorporate at a minimum the requirements set forth in RCW 28A.320 as.

## Section 2: Liability – Dispute Resolution

- A. It is understood and agreed that this Agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party or individual. No joint venture or partnership is formed as a result of the Agreement. Each party hereto agrees to be responsible and assumes liability for its own acts or omissions, and those of its officers, agents or employees for any incident arising out of or in connection with this Agreement, to the fullest extent required by the law, and agrees to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of multiple parties, any damages allowed shall be assessed in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.
- B. No liability shall attach to the City or the District by reason of entering into this Agreement except as expressly provided herein. The parties agree that providing the SROs pursuant to this Agreement is not a representation, warranty, or guarantee of any sort concerning the SROs' ability to fulfill the parties' intent as set forth in Section 1A above. No third parties shall have or claim any rights or benefits under this Agreement and this Agreement shall not be construed to create such rights. This Agreement shall not be construed and is not intended to create any expectation to the Public Duty Doctrine between the parties or with any third party.
- C. Any dispute between the District and the City in regard to this Agreement shall be referred for determination to the City's Mayor, or designee, and the District's Superintendent, or designee, for resolution. The representatives shall work jointly to resolve the dispute.
- D. The City and the District will provide a certificate of insurance or other suitable information verifying said coverages and limits to the other party evidencing the aforementioned coverage. In the alternative either party to this Agreement may fulfill the insurance obligations contained herein by maintaining membership in and coverage provided by a self-insurance or insurance pooling program pursuant to Chapter 48.62 RCW. In this regard, the parties understand that the party to the agreement who is a member of such program is not able to name the other party as an "additional insured" under its coverage provided by the self-insurance program. An evidence of coverage letter can be provided upon request.

## Section 3: Termination

This Agreement is subject to termination by either party if advance written notice is given no less than six (6) months prior to the end of any calendar year if the intent is to terminate this Agreement. No lawsuit for damages may be filed by either party against the other party until sixty (60) days after the submission of a claim for damages in accordance with RCW 4.96.010 and RCW 4.96.020.

## Section 4: Venue

Venue for any lawsuit arising out of this Agreement shall be Snohomish County, Washington.

## Section 5: Entire Agreement – Amendment



- A. This Agreement constitutes the entire understanding between the parties regarding this subject and no other agreement, oral or otherwise, is in existence or shall be deemed binding upon the parties.
- B. This Agreement may be amended by written instrument executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

City of Everett

Mukilteo School District No. 6

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

\_\_\_\_\_  
Dr. Alison Brynson, Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

Approved as to Form:

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

\_\_\_\_\_  
City Attorney

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF EVERETT  
AND MUKILTEO SCHOOL DISTRICT CONCERNING THE  
SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT made and entered into by and between the City of Everett, hereinafter referred to as the "City", and Mukilteo School District, hereinafter referred to as the "District". This Agreement shall be effective from September 1, 2024, through August 31, 2025, and may be extended as set forth below.

WHEREAS, the City and the District believe that the safety of students and staff is of primary importance; and

WHEREAS, the City supports the community policing philosophy and devotes resources to the promotion of programs that are proactive and preventive in nature; and

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the City and the District have participated in a School Resource Officer (SRO) program wherein the City's police officers have been placed in the middle school within the City of Everett to help promote student, staff, and public safety in that school; and

WHEREAS, the District wishes to continue with the SRO program for Explorer Middle School located within the City of Everett in order to help promote public safety in that school; and

WHEREAS, by virtue of this Agreement, the parties desire to define the SRO program in the District's middle school located within the City of Everett;

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT, in consideration of the terms, conditions or obligations and mutual benefits of the Agreement, the parties agree as follows:

**Section 1: School Resource Officer**

- A. Contingent upon police staffing levels and City budget capacity, regularly employed City police officers will be assigned by the City to serve as SROs to Explorer Middle School. A total of one (1) officer will be assigned to serve as Explorer Middle School's SRO. SROs will focus upon school safety and security issues of concern in our community. As the SROs patrol school grounds and surrounding communities, they will partner with school administrators to identify, investigate, deter and prevent incidents involving weapons, violence, harassment, intimidation, or other similar activities. In addition, the SROs will serve as a positive resource to students, staff and parents with information, support and problem-solving mediation and facilitation on topics such as: school safety, alcohol and drug trends, gang activity, social media/internet safety, and neighborhood safety issues.

The parties agree that the City will maintain operational control over the SROs at all times, and that the City may call the SRO away from assigned duties for mandatory training, emergency, scheduled vacation, legal summons/subpoena, or as deemed necessary for public safety by the Police Chief. The parties agree that the scope of this Agreement assumes a traditional 180 day school year and that any significant change in the District's

scheduling that results in a school year exceeding 180 days will require a renegotiation of the terms of this Agreement.

The parties agree that, because the Explorer Middle School SRO is funded by the City, the City may discontinue providing the Explorer Middle School SRO at any time.

The District and the City confirm that all SROs shall be trained in compliance with RCW 28A.400 as applicable to SROs and as amended by Engrossed Substitute House Bill 1214, and that each SRO will be trained in the following areas, in compliance with RCW 28A.310 as applicable to SROs and as amended by Engrossed Substitute House Bill 1214:

- a) Constitutional and civil rights of children in schools, including state law governing search and interrogation of youth in schools;
  - b) Child and adolescent development;
  - c) Trauma-informed approaches to working with youth;
  - d) Recognizing and responding to youth mental health issues;
  - e) Educational rights of students with disabilities, the relationship of disability to behavior, -and best practices for interacting with students with disabilities;
  - t) Bias free policing and cultural competency, including best practices for interacting with students from particular backgrounds, including English learners, LGBTQ, immigrant, female and nonbinary students;
  - g) Local and national disparities in the use of force and arrests of children;
  - h) Collateral consequences of arrest, referral for prosecution, and court involvement;
  - i) Resources available in the community that serve as alternatives to arrest and prosecution and pathways for youth to access services without court or criminal justice involvement;
  - j) De-escalation techniques when working with youth or groups of youth;
  - k) State law regarding restraint and isolation in schools, including RCW 28A.600.485;
  - l) The federal family educational rights and privacy act (20 U.S.C. Sec. 1232g) requirements including limits on access to and dissemination of student records for noneducational purposes; and
  - m) Restorative justice principles and practices.
- B. The parties agree to follow the requirements for School Resource Officer programs set forth in RCW 28A.320 as applicable to SROs and as amended by Engrossed Substitute House Bill 1214 along with the goals and expectations outlined in the Everett Police Department SRO Handbook which includes the best practices of the National Association of School Resource Officers (NASRO). The SRO Handbook will be reviewed, and updated as necessary by the City, in conjunction with the annual renewal of this agreement through the process described in Section 1, Paragraph G. Pursuant to RCW 28A.320 as applicable to SROs and as amended by Engrossed Substitute House Bill, it is agreed that the City will select the officer to be assigned as SRO to the school after consultation with the District, but the Police Chief retains the authority to make the final determination as to officer selection. At the end of each school semester, the school principal shall provide written feedback about the performance of the SRO to the administrator supervising the SRO program for the District, who shall then provide that information to the Youth Services Sergeant for purposes of the officer's performance evaluation. The City retains the authority to provide the officer's annual performance evaluation pursuant to City contracts, policies and procedures. The District's feedback and City performance evaluation shall be considered in the selection of the officers to be assigned as SROs.

- C. It is intended the SRO be at an assigned school or schools on the days that school is in session for face-to-face learning, for his/her forty-two (42) hour work week. If there occurs a time that a school is in session either 100% remotely or in a hybrid remote learning/face-to-face learning environment, it is intended that the District and the City will confer and agree upon a work week appropriate for the specific learning environment. In any of these situations, SROs are expected to be punctual in reporting to their assigned school at the time they are scheduled to begin work unless previously approved by the Youth Services Sergeant. SROs are expected to schedule days off and vacations in conjunction with the school calendar. Vacation or elective time off during the school year will be approved on a case-by-case basis by the Youth Services Sergeant. If the SRO assigned to Explorer Middle School is transferred to the City's Police Department Administrative Services Division because of extended absence or other circumstances, the City may determine to discontinue providing a SRO or may select an alternate SRO to be assigned to the school.
- D. While school is in session, the SRO's daily schedule will be as mutually agreed upon by the school principal, the SRO and the Youth Services Sergeant to maximize the SRO's positive impact on the school community. On scheduled workdays when school is not in session (summer vacation, school breaks, holidays, etc.), the SRO will work on assignments as determined by the Youth Services Sergeant.
- E. The City and the District agree to a regular reporting system that will include reports two (2) times per year due to the District by January 31 and June 30, by the City's Police Department detailing activities performed by the SROs at their respective schools. Pursuant to RCW 28A.320 as applicable to SROs and as amended by Engrossed Substitute House Bill 1214, these reports shall include the data required for District reporting to the State Office of Superintendent of Public Instruction ("OSPI"), including:
- The number of SROs assigned to the District by the City and number of days per week that each officer works;
  - A description of each incident where an SRO was involved that resulted in student discipline, use of force against a student, or a student arrest;
  - The number of complaints related to job duties and student interactions filed against the SRO, received by the City; and
  - Any other information related to SROs known by the City if required by OSPI.

The District Superintendent or designee, Chief of Police, Youth Services Sergeant, and other appropriate staff will meet to confer on the health and effectiveness of the Program and to review the reports in January and June. Such reporting system may be modified by the mutual written agreement of the parties.

- F. The City and the District agree to meet twice a year, near the end of each school semester, to discuss the Program and its benefits and shortcomings in an effort to modify the Program to provide the best possible service to the City and the District. These meetings will include the City Mayor and the District Superintendent.
- G. In compliance with RCW 28A.320 as amended by Engrossed Substitute House Bill 1214, the District, with City cooperation as needed shall engage in a review of the SRO program with the intent of the District adopting an agreement with the City for each subsequent school year, using a process that involves parents, students, and community members. The District and the City shall ensure that any amendments to this Agreement comply with

the requirements set forth in RCW 28A.320, as applicable to SROs and as amended by Engrossed Substitute House Bill 1214.

## **Section 2: Time of Performance**

This Agreement shall commence when executed by the parties and either filed with the Snohomish County Auditor or posted on a party's Interlocal Agreements website, whichever date is later, and shall continue through August 31, 2025. The term of this Agreement may be extended for up to two (2) additional one (1) year terms (through August 31, 2027) by written notice from the District to the City. Prior to providing written notice of an extension, in compliance with RCW 28A.320 as applicable to SROs and as amended by Engrossed Substitute House Bill 1214, the District must review and adopt the extension of the agreement, as described in Section 1.G. The District acknowledges that SRO services being offered by City are contingent upon sufficient legislative appropriation during current and subsequent fiscal years.

## **Section 3: Liability- Dispute Resolution**

- A. It is understood and agreed that this Agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party or individual. No joint venture or partnership is formed as a result of the Agreement. The City does not intend to assume, nor the District expect it to gain, any greater responsibility or liability than that imposed through the limited nature of this Agreement or than that imposed through the normal provision of law enforcement services to the community. Each party hereto agrees to be responsible and assumes liability for its own acts or omissions, and those of its officers, agents or employees for any incident arising out of or in connection with this Agreement, to the fullest extent required by the law, and agrees to the extent of its negligence to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of multiple parties, any damages allowed shall be assessed in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.
- B. No liability shall attach to the City or the District by reason of entering into this Agreement except as expressly provided herein. The parties agree that providing the SROs pursuant to this Agreement is not a representation, warranty, or guarantee of any sort concerning the SROs' ability to fulfill the parties' intent as set forth in Section 1A above. No third parties shall have or claim any rights or benefits under this Agreement and this Agreement shall not be construed to create such rights. This Agreement shall not be construed and is not intended to create any expectation to the Public Duty Doctrine between the parties or with any third party.
- C. Any dispute between the District and the City in regard to this Agreement shall be referred for determination to the City's Mayor, or designee, and the District's Superintendent, or designee, for resolution. The representatives shall work jointly to resolve the dispute.
- D. Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

## **Section 4: Termination**

Either party may terminate this Agreement at any time effective upon written notice to the other party.

## **Section 5: Notice**

Any notice to be given to the City under this agreement shall be either mailed or personally delivered to:

Jeff Hendrickson, Deputy Chief of Police  
3002 Wetmore Avenue  
Everett, Washington 98201

Any notice to the District shall be mailed or hand delivered to:

Dr. Alison Brynson, Superintendent  
Mukilteo School District  
9401 Sharon Drive  
Everett, WA 98204

## **Section 6: Venue**

Venue for any lawsuit arising out of this Agreement shall be Snohomish County, Washington.

## **Section 7: Entire Agreement - Amendment**

- A. This Agreement constitutes the entire understanding between the parties regarding this subject and no other agreement, oral or otherwise, is in existence or shall be deemed binding upon the parties.
- B. This Agreement may be amended by written instrument executed by the parties.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

City of Everett

Mukilteo School District No. 6

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

\_\_\_\_\_  
Dr. Alison Brynelson, Superintendent

Attest:

Approved as to Form:

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

\_\_\_\_\_  
City Attorney

**Project title:** Therapeutic Court – Substance Use Disorder

**Council Bill #** *interoffice use*

**Agenda dates requested:**

08/21/2024

Briefing

Proposed action

Consent     X

Action

Ordinance

Public hearing

Yes                      X     No

**Budget amendment:**

Yes                      X     No

**PowerPoint presentation:**

Yes                      X     No

**Attachments:**

Interagency Agreement  
IAA25070

**Department(s) involved:**

Municipal Court

**Contact person:**

Sharon Whittaker

**Phone number:**

425-257-7052

**Email:**

SWhittaker@everettwa.gov

**Initialed by:**

SW

Department head

Administration

Council President

**Project:** *Therapeutic Court – Substance Use Disorder*

**Partner/Supplier:** *WA State Administrative Office of the Courts*

**Location:**

**Preceding action:**

**Fund:** *156*

**Fiscal summary statement:**

The Everett Municipal Court received \$208,600 to continue the Therapeutic Court for individuals that have been identified as having a substance use disorder.

**Project summary statement:**

The purpose of this Agreement is to provide reimbursements to assist Everett Municipal Court with costs related to the Therapeutic Court and must use funding to identify individuals before the court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Court's jurisdiction in accordance with the Court's application, and Statement of Work.

**Recommendation (exact action requested of Council):**

Authorize Mayor Franklin to sign the Interagency Agreement IAA25070 between the Washington State Administrative Office of the Courts and Everett Municipal Court.



**INTERAGENCY AGREEMENT – IAA25070**  
**BETWEEN**  
**WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS**  
**AND**  
**EVERETT MUNICIPAL THERAPEUTIC SERVICES COURT**  
**FOR THERAPEUTIC COURTS**

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Everett Municipal Therapeutic Services Court (Court), (individually known as “Party” and collectively known as “Parties”).

The Parties hereby enter into this Agreement whereby Court will perform certain services for, and provide product deliveries to AOC. The Court is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

**I. PURPOSE**

The purpose of this Agreement is to provide reimbursements to assist Courts with costs related to Therapeutic Court and must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Court’s jurisdiction in accordance with the Court’s application, and Statement of Work (Attachment A).

**II. REIMBURSEMENT**

- A. The awarded amount is \$208,600.00. Court will use funds as described in the Attachment A and Attachment B.
- B. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

**III. PERIOD OF PERFORMANCE**

Performance under this Agreement begins July 1, 2024 regardless of the date of execution, and ends on June 30, 2025.

**IV. COMPENSATION AND PAYMENT**

- A. AOC will reimburse the Court up to a maximum/NTE/ of \$208,600.00 for payments

made by the Court during the period from July 1, 2024 to June 30, 2025 related to the Therapeutic Court Program.

- B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.
- C. Before payment can be processed, properly-completed A-19 invoices must be submitted to [payables@courts.wa.gov](mailto:payables@courts.wa.gov) with CC to [CLJTherapeuticCourtsApplications@courts.wa.gov](mailto:CLJTherapeuticCourtsApplications@courts.wa.gov)
- D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- E. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.
- G. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Attachment A.

The awarded amount is \$208,600.00. The Court will use the funds for the following cost categories:

| <b>Cost Category</b>         | <b>Amount</b>       |
|------------------------------|---------------------|
| Personnel Costs              | \$192,600.00        |
| Staff Equipment & Technology | \$3,000.00          |
| Team Training/Travel         | \$8,000.00          |
| Treatment Services           | \$2,500.00          |
| Recovery supports            | \$2,500.00          |
| Other Direct Costs           | \$0.00              |
| <b>Total Amount</b>          | <b>\$208,600.00</b> |

Up to 10% of funds can be moved from one or more spending category to another, but any adjustments beyond 10% require the explicit written consent of AOC's Point of Contact, and in no case may the total amount exceed the total amount listed above.

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding),
- program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Court's contract.

## **V. BILLING PROCEDURES**

Court will submit properly prepared Form A-19s via email to AOC Financial Services at [payables@courts.wa.gov](mailto:payables@courts.wa.gov) and include a CC to [CLJTherapeuticCourtsApplications@courts.wa.gov](mailto:CLJTherapeuticCourtsApplications@courts.wa.gov). Invoices shall be submitted no less frequently than quarterly during the term of the contract. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

- A. Contract Number;
- B. Court name, address, phone number;
- C. Court Federal Tax Identification Number;
- D. Description of Services to be provided;
- E. Date(s) Services will be provided;
- F. Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Court.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Court for services rendered if the Court fails to satisfactorily comply with any term or condition of this contract.

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

## **VI. REVENUE SHARING**

- A. AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.
- B. If the AOC initiates the revenue sharing process, then the Court must submit a

final revenue sharing A19 to [payables@courts.wa.gov](mailto:payables@courts.wa.gov) and copy/cc to [CLJTherapeuticCourtsApplications@courts.wa.gov](mailto:CLJTherapeuticCourtsApplications@courts.wa.gov) between July 11, 2025 and August 1, 2025.

## **VII. APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

## **VIII. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by agreement of the parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **IX. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **X. RECORDS, DOCUMENTS, AND REPORTS**

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

## **XI. RIGHT OF INSPECTION**

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

## **XII. DISPUTES**

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

## **XIII. TERMINATION**

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

## **XIV. GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

## **XV. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

## **XVI. WAIVER**

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

## XVII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

## XVIII. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

| AOC Program Manager  | Court Point of Contact  |
|--|---|
| Mindy Nelson-Oakes<br>PO Box 41170<br>Olympia, WA 98504-1170<br><a href="mailto:Mindy.Nelson-Oakes@courts.wa.gov">Mindy.Nelson-Oakes@courts.wa.gov</a> | Sharon Whittaker<br>3028 Wetmore Ave<br>Everett, WA 98201<br><a href="mailto:SWhittaker@everettwa.gov">SWhittaker@everettwa.gov</a> |

## XIX. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

## AGREED:

**Washington State Administrative  
Office of the Courts**

**City of Everett**

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

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

\_\_\_\_\_  
Dawn Marie Rubio  
*Name*

\_\_\_\_\_  
Cassie Franklin  
*Name*

\_\_\_\_\_  
State Court Administrator  
*Title*

\_\_\_\_\_  
Mayor  
*Title*

Approved as to form:

---

*Signature* *Date*

---

Tim Benedict  
*Name*

---

Deputy City Attorney  
*Title*

Attest:

---

*Signature* *Date*

---

Marista Jorve  
*Name*

---

City Clerk  
*Title*

## **ATTACHMENT A: STATEMENT OF WORK**

The Court must use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application.

### **I. Use of Funds (including but not limited to – refer to budget and allowable costs for):**

- Personnel Costs
- Staff Equipment & Technology
- Team Training/Travel
- Treatment Services
- Recovery Supports
- Other Direct Costs

### **II. REPORTING**

The Court shall submit quarterly reports to AOC documenting the progress of their therapeutic court program and engage in technical assistance calls with the Behavioral Health team quarterly. These reports shall provide:

- The number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations) for the corresponding quarter,
- the services provided to program participants for the corresponding quarter,
- challenges faced by the Court in operating their therapeutic court program during the corresponding quarter. On the following schedule:

#### **Reporting schedule:**

| <b>Period</b>     | <b>Quarter</b> | <b>Report Due</b>                   |
|-------------------|----------------|-------------------------------------|
| 07/01/24-09/30/24 | 1              | 10/15/24                            |
| 10/01/24-12/31/24 | 2              | 01/15/25                            |
| 01/01/25-03/31/25 | 3              | 04/15/25                            |
| 04/01/25-06/30/25 | 4              | 7/15/25 (final report for the year) |

Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

Your AOC Program Manager will provide you with the link to the reporting portal via email prior to the quarterly report due date. Other deliverables are required if applicable to a specific Therapeutic Court. When there is any question about deliverables, Court should communicate with the AOC Program Contact (refer to



section XIX of the agreement) to determine which deliverables are applicable to your Court. When using these funds, other deliverables may include the following:

### Planning

- Therapeutic Court staff shall complete applicable Best Practice Standards modules on-line courses/E-learning at <https://allrise.org/trainings/online-courses/>
- Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
- Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).
- Equity and Inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).

### Implementation

- Develop guidelines, policies and procedures for therapeutic court structure, including drug testing practices, incentive and response policies, phase structure, and handbooks.
- Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.)
- Create Memorandum of Understanding (MOU's) with stakeholders

### Scale & Sustain

- Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
- Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
- Develop system to track and evaluate performance of therapeutic court programming.

### Other

- Attend regular meetings with the Administrative Office of the Court Behavioral Health Program.
- Attend trainings identified and/or provided by the Behavioral Health Program.

**ATTACHMENT B: USE OF FUNDS**

| FY2025 Use of Funds   |   |
|---|---|
| <p><b><u>Allowable Expenses</u></b><br/>Common allowable expenses listed below. Supporting documents are required for all allowable expenses. See what's required under each spending category.</p>   | <p><b><u>Unallowable Expenses</u></b><br/>The list of unallowable expenses is <u>not exhaustive</u>. If you are unsure whether your expense is allowable, please contact <a href="mailto:CLJTherapeuticCourtsApplications@courts.wa.gov">CLJTherapeuticCourtsApplications@courts.wa.gov</a> for clarification before making a purchase.</p> |
| <p><b><u>Personnel Costs</u></b><br/>Personnel salaries and benefits for staff while working on therapeutic court duties or procedures</p> <p>Court Staff including:</p> <ul style="list-style-type: none"> <li>• Coordinator</li> <li>• Case Manager</li> <li>• Peer Support</li> <li>• Prosecution</li> <li>• Defense</li> <li>• Probation</li> <li>• Judicial Officers <ul style="list-style-type: none"> <li>○ Judges</li> <li>○ Pro Tem Judges</li> <li>○ Commissioners</li> </ul> </li> </ul> <p><u>Supporting documents</u> must list staff member name, staff member title, pay period</p> <ul style="list-style-type: none"> <li>• Payroll Ledgers</li> <li>• Pay Stubs</li> </ul> <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p> | <p><b><u>Personnel Costs</u></b><br/>Court Staff including:</p> <ul style="list-style-type: none"> <li>• Security Personnel</li> <li>• Supporting the salary/benefits of any staff member not related to the therapeutic court</li> <li>• Indirect Cost</li> </ul>  |
| <p><b><u>Staff Equipment &amp; Technology</u></b></p>   | <p><b><u>Staff Equipment &amp; Technology</u></b></p> <ul style="list-style-type: none"> <li>• Furniture <ul style="list-style-type: none"> <li>○ Couches</li> </ul> </li> </ul>  |

|  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Includes equipment, supplies, software, and IT maintenance for staff that support the programComputers</li> <li>• Cell Phones</li> <li>• Printers/Fax Machines</li> <li>• Staff Desk equipment and supplies <ul style="list-style-type: none"> <li>○ Office Chairs for Staff</li> <li>○ Office Desk for Staff</li> <li>○ Desk Phone</li> <li>○ Keyboard/Mouse</li> <li>○ Monitor(s)</li> <li>○ Headsets</li> <li>○ Computer Webcams</li> <li>○ Desk Organizers/Storage</li> <li>○ Pens/Pencils</li> <li>○ Paper/Notebooks</li> <li>○ Paper Clips/Binders/Stapler</li> <li>○ A/V equipment for courtroom</li> <li>○ Other Office supplies</li> <li>○ Translation Services (program materials)</li> </ul> </li> <li>• IT Maintenance and Tech Support</li> <li>• Software Subscriptions</li> <li>• Supplies for community meetings and staff retreats</li> </ul> <p>Supporting documents must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> <li>• Receipts</li> <li>• Invoices</li> </ul> <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p> | <ul style="list-style-type: none"> <li>○ Beds</li> <li>○ Armoire</li> <li>○ Atelier</li> <li>○ Chaise longue</li> <li>○ Chifforobe</li> <li>○ Dresser</li> <li>○ TV Stands</li> <li>○ Bookcases</li> <li>○ Accent Chairs</li> <li>○ Conference Table</li> <li>• Software <ul style="list-style-type: none"> <li>○ New subscriptions for case management software</li> <li>○ OCourt Subscriptions</li> </ul> </li> <li>• Other Technology <ul style="list-style-type: none"> <li>○ A/V equipment for conference rooms</li> </ul> </li> </ul> |
| <p><b><u>Team Training/Travel</u></b><br/> Training for program staff on the use of Risk-Needs-Responsivity (RNR) assessments and evidence-based treatment modalities.</p>   | <p><b><u>Team Training/Travel</u></b></p> <ul style="list-style-type: none"> <li>• Training and travel expenses not pre-approved by AOC staff</li> <li>• Staff mileage to/from work site</li> <li>• Purchase of vehicles</li> </ul>   |

Exceptions to below list can be submitted for preapproval to  
[CLJTherapeuticCourtsApplications@courts.wa.gov](mailto:CLJTherapeuticCourtsApplications@courts.wa.gov)

Prioritized Trainings

- WSADCP trainings/conferences
- All Rise trainings/conferences

Other Eligible Training Suggestions upon approval of contract team

- NADCP trainings/conferences
- Center for Justice Innovation (CJI) trainings/conferences

Travel expenses related to training

- Meals (per diem rate)
- Air travel – travel insurance/refundable tickets recommended
- Lodging (per diem rate) – the AOC will not reimburse until after checkout
- Transportation
  - Mileage
  - Car rental
  - Parking
  - Other Transport
    - Ferries
    - Taxis
    - Uber/Lyft
    - Bus fare
    - Shuttle fare
    - Subway/Link/Railway fare

\*Tips cover transportation and must not be over 15% of purchase total.

Supporting documents must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment

|   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Receipts (receipts not required for meals, the AOC reimburses at the per diem rate)</li> <li>• Invoices</li> </ul> <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>   |  |
| <p><b><u>Treatment Services</u></b></p> <p>Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Apple Care.</p> <ul style="list-style-type: none"> <li>• Participant Medical Insurance Deductibles and Spend Downs</li> <li>• Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment)</li> <li>• Lab &amp; Toxicology Testing</li> <li>• Treatment Staff/Peer Support contracted by the court             <ul style="list-style-type: none"> <li>○ Mental Health Services</li> <li>○ Peer Support Services</li> <li>○ SUDP</li> <li>○ Veteran's Support Services</li> </ul> </li> </ul> <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> <li>• Receipts</li> <li>• Invoices</li> </ul> <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p> | <p><b><u>Treatment Services</u></b></p> <ul style="list-style-type: none"> <li>• Professional Licensing Fees</li> <li>• Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)</li> </ul> |

|   |  |
|---|--|
| <p><b><u>Recovery Supports</u></b><br/> Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program.<br/> <b><i>*Not an exhaustive list</i></b></p> <ul style="list-style-type: none"> <li>• Participant Transportation <ul style="list-style-type: none"> <li>○ Bus Passes</li> <li>○ Uber/Lyft Rides</li> <li>○ Car Services</li> <li>○ Other Transit Services</li> </ul> </li> <li>• Food &amp; Beverages - <b>*Participants</b> <ul style="list-style-type: none"> <li>○ Meals (*Graduation or other pre-approved event; must have agenda &amp; sign in sheet, or other approved documentation – no more than \$20.00 per person)</li> <li>○ Snacks</li> <li>○ Water</li> <li>○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>)</li> </ul> </li> <li>• Food &amp; Beverages <b>*Staff</b> <ul style="list-style-type: none"> <li>○ Meals (<b><u>*Must</u></b> follow your agency policy on meal purchases for meetings. Agenda and sign in sheet required.)</li> <li>○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>)</li> </ul> </li> <li>• Cell Phones through a checkout program</li> <li>• Cell Minutes</li> <li>• Hygiene Products</li> <li>• Recovery Housing- when all other supports have been exhausted</li> <li>• Education <ul style="list-style-type: none"> <li>○ Parenting Classes</li> <li>○ Financial Literacy</li> </ul> </li> </ul> | <p><b><u>Recovery Supports</u></b></p> <ul style="list-style-type: none"> <li>• Gas cards</li> <li>• Gift Cards</li> <li>• Gifts</li> <li>• Logoed apparel</li> <li>• Driver Educational Courses</li> <li>• License reinstatement fees (i.e. Tickets, fines, etc.)</li> <li>• Advertising on radio stations, newspapers, billboards, etc.</li> </ul> |
|---|--|

|  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Graduation supplies</li> <li>• Driver's license/ID replacement fee</li> </ul> <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> <li>• Receipts</li> <li>• Invoices</li> </ul> <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p> |  |
| <p><b><u>Other Direct Costs</u></b></p> <p>Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit to <a href="mailto:CLJTherapeuticCourtsApplications@courts.wa.gov">CLJTherapeuticCourtsApplications@courts.wa.gov</a></p>   |  |



## City Council Agenda Item Cover Sheet

**Project title:**

An Ordinance Creating a Special Construction Project Entitled "Municipal Court Security Camera Upgrades", Fund 342, Program 045, to Accumulate Construction Costs for the Project

**Council Bill #**

CB 2408-16

**Agenda dates requested:**

Briefing

1<sup>st</sup> Reading 08/14/24

2<sup>nd</sup> Reading 08/21/24

Consent

Action, 3<sup>rd</sup> Reading 08/28/24

Ordinance

Public hearing

Yes ☒ No

**Budget amendment:**

Yes ☒ No

**PowerPoint presentation:**

Yes ☒ No

**Attachments:**

Funding Ordinance

**Department(s) involved:**

Parks & Facilities

Municipal Court

**Contact person:**

Bob Leonard

**Phone number:**

425-257-8335

**Email:**

BLeonard@everettwa.gov

**Initialed by:**

RML

Department head

Administration

Council President

**Project:** Municipal Court Security Camera Upgrades

**Partner/Supplier:** N/A

**Location:** 3028 Wetmore Avenue

**Preceding action:** None

**Fund:** Fund 342, Program 045 (CIP 1)

**Fiscal summary statement:**

The proposed Funding Ordinance will provide funding for construction services to remove existing cameras and installation of new cameras and hardware for the Municipal Court Security Camera Upgrades Project. The source of funds is Fund 342, Program 045 (CIP 1). The estimated construction cost is \$310,000.

**Project summary statement:**

This project will remove existing cameras and hardware that have reached the end of their useful life and replace them with new cameras and hardware. A total of 35 high-definition cameras will be installed throughout the public facing areas of the interior and exterior of the building.

Construction will include the procurement and installation of cameras and hardware based on a schematic design submitted by the contractor. Municipal Court staff have been engaged in the process and their recommendations were incorporated into the design and placement of cameras based on priority and areas of concern.

**Recommendation (exact action requested of Council):**

Adopt an Ordinance creating a Special Construction Project entitled "Municipal Court Security Camera Upgrades Project", Fund 342, Program 045, to accumulate construction costs for the project.





**ORDINANCE NO.** \_\_\_\_\_

**An ORDINANCE creating a special improvement project entitled, “Municipal Court Security Camera Upgrades”, Fund 342, Program 045, to accumulate all design and installation costs for the project.**

**WHEREAS,**

- A.** The City Council recognizes the need to maintain and service security cameras in secured facilities throughout the City of Everett.
- B.** The City Council recognizes the value and need to provide Municipal Court Judges, Clerks, Staff and Visitors a monitored and safe area within Everett Municipal Court while conducting routine business and associated court activities within the building and on the grounds of the facility.
- C.** The City recognizes that the existing cameras at Everett Municipal Court have reached the end of their useful life and require replacement.

**NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:**

**Section 1.** A special improvement project fund is hereby entitled “Municipal Court Security Camera Upgrades”, Fund 342, Program 045.

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

**Section 3.** The estimated cost for the project is \$310,000.

**Section 4.** The sum of \$310,000 is hereby appropriated to Fund 342, Program 045, “Municipal Court Security Camera Upgrades” project.

|                           |                   |
|---------------------------|-------------------|
| <b>A. Use of Funds</b>    |                   |
| Construction              | <u>\$ 310,000</u> |
| Total                     | \$ 310,000        |
| <b>B. Source of Funds</b> |                   |
| CIP 3                     | <u>\$310,000</u>  |
| Total                     | \$310,000         |

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

**Section 5.** The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

**Section 6.** The City Council hereby declares that should any section, paragraph, sentence, clause, or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

**Section 7.** The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

**Section 8.** It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

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

ATTEST:

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

PASSED: \_\_\_\_\_

VALID: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_



**Project title:** Adopt an Ordinance establishing a Voluntary Separation Incentive Program that will be available to eligible City of Everett employees.

**Council Bill #**

CB 2408-18

**Agenda dates requested:**Briefing/1<sup>st</sup> Reading 08/14/242<sup>nd</sup> Reading 08/21/24

Action 08/28/24

Ordinance ☒

Public hearing

☐ Yes ☒ No**Budget amendment:**☐ Yes ☒ No**PowerPoint presentation:**☒ Yes ☐ No**Attachments: Plan Adoption Agreement(s)****Department(s) involved:**

HR, Finance, Legal

**Contact person:**

Kandy Bartlett

**Phone number:**

425.257.8706

**Email:**

kbartlett@everettwa.gov

**Initialed by:**

KB

Department head

Administration

Council President

**Consideration:** Adopt an Ordinance establishing a Voluntary Separation Incentive Program.**Project:** Ordinance Voluntary Separation Incentive Program**Partner/Supplier:****Location:****Preceding action:****Fund:** Various**Fiscal summary statement:**

The purpose of the program is to reduce compensation costs as well as to facilitate redeployment, reorganization, and other efforts to make more efficient and effective use of the City's limited resources.

**Project summary statement:**

The Proposed Ordinance will provide an incentive to eligible employees that voluntarily separate from the City. The program is open to Appointive employees in Administration, Communications, Economic Development, Emergency Management, Fire, Library, Parks and Police. It is also open to all EPMA members and AFSCME members in Finance (Clerk's office only), Library (all classifications), Parks & Facilities (Park Rangers and all classifications in Facilities) and Police (Parking Enforcement).

Eligible Employees who apply and are approved for voluntary separation under the VSIP program shall receive 6 months of city-paid COBRA medical benefits for themselves and current dependents enrolled in a City sponsored healthcare plan, one year of city-paid access to Vera Clinic, and a one-time severance payment equal to four months base salary.

Eligible employees must separate prior to November 30, 2024, unless an exception is approved by the Mayor.

This timeline is important so that the impacts can be assessed with sufficient time for the 2025 budget development. After Council adoption of the ordinance, there will be a notification window for employees to notify HR of their interest in the VSIP, a mandatory 45-day review period for employees to consider the proposal and a 7-day mandatory period for employees to have the opportunity to revoke their agreement. Coinciding with that, departments will be preparing their expenditures and revenue estimates by state mandated deadlines in late September, along with expected 2025 work plans. Adoption by August 28 allows adequate budget development time.

**Recommendation (exact action requested of Council):** Adopt an Ordinance establishing a Voluntary Separation Incentive Program that will be available to eligible City of Everett employees.



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE Establishing a Separation Incentive Program for Eligible City of Everett Employees.**

**WHEREAS,**

- A. Due to the failure of Proposition 1 (Levy Lid Lift for Public Safety and Essential Public Services) and the City's ongoing structural deficit; and
- B. The City deems it is in the City's best interest to provide an incentive for eligible employees, defined in Section 1.B, to voluntarily separate or retire from the City; and
- C. The purpose of a voluntary separation program is to reduce compensation costs and full-time employee levels, as well as to facilitate redeployment, reorganization, and other efforts to make more efficient and effective use of the City's limited resources.

**NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:**

**Section 1. Voluntary Separation Incentive Program Description**

- A. The City hereby establishes a Voluntary Separation Incentive Program (Program, or VSIP) for Eligible Employees as defined in Section 1.B.
- B. "Eligible Employees" are those employees, who are regular full-time or regular part-time, in the following departments and classifications: Administration (all classifications); Communications (all classifications); Economic Development (all classifications); Emergency Management (all classifications); Finance (Clerk's Office Only – all classifications); Fire (all appointive classifications); Library (all classifications); Parks & Facilities (Facilities only – all classifications, Parks – all appointive classifications and all Ranger classifications); Police (all appointive and EPMA classifications, all Parking Enforcement classifications). To be eligible for the program, employees must be in one of the workgroups listed above and have at least 18 months of service with the City of Everett and have not previously provided written notification of upcoming retirement.
- C. The "Date of Separation" is the final day of an employee's employment with the City, as specified in the voluntary separation agreement described in Section 4 of this Ordinance.

- D. The Program is subject to collective bargaining obligations as required by RCW 41.56.

**Section 2. Basic Provisions**

- A. Participation in the Program shall not be based on protected class status, protected activity, or other unlawful factors.
- B. Participation in the Program is voluntary. Eligible Employees choosing to participate in the Program must acknowledge in writing that their decision to participate is voluntary.
- C. Voluntary separation will be subject to all applicable terms and conditions of labor agreements in effect on the date the Eligible Employee applies for voluntary separation. No Eligible Employee shall have a contractual right to an incentive offered through this Program.
- D. Eligible Employees who apply and are approved for voluntary separation under the Program will receive COBRA (Consolidated Omnibus Budget Reconciliation Act) benefits, access to the Vera Clinic, and a cash incentive payment as indicated below:
- 1) **COBRA and Vera Clinic** - Six (6) months of city-paid COBRA coverage on a city-sponsored medical plan for the Eligible Employee, plus eligible dependents (eligible dependents include those dependents that are enrolled under Eligible Employees' health benefits coverage), commencing on the date the Eligible Employee's existing coverage expires, based on the Date of Separation, at no cost to the Eligible Employee; and city-paid access to the Vera Clinic for themselves and eligible dependents for one (1) year; and
  - 2) **Cash Severance Pay** - A one-time cash incentive payment equal to four (4) months base salary, exclusive of additional pays such as longevity, out-of-class, lead pay differential, call out pay, holiday premium, and overtime.
- E. While the City acknowledges that Eligible Employees choosing to participate in the Program may apply for unemployment compensation benefits following separation from the City, the City will object to such claim on the basis that separation from the City was voluntary.
- F. Voluntary separation payments will be paid in one (1) lump sum within three (3) weeks of the Date of Separation based on the payroll cycle. Voluntary separation payments will not be considered excess compensation and shall not increase an Eligible Employee's monthly pension payout or the City's pension contribution rates. Voluntary separation payments are subject to applicable tax withholdings but are not considered income (average final compensation) for retirement purposes.
- G. Unless exempted by the Mayor, Eligible Employees who voluntarily separate under the Program



and return to work as a regular part-time and/or full-time employee at the City within five (5) years of the Date of Separation must repay any separation payment received and the value of COBRA insurance received. The means and method for such repayment shall be agreed to by the City and the Eligible Employee before the Eligible Employee returns to the City as an employee or contractor.

### **Section 3.      Approval Criteria**

Voluntary separation under this Program can be approved only by written agreement executed by the City, the Eligible Employee and the labor union, if applicable. Labor unions will be given notice of the proposed terms of any written agreement and be given the opportunity to negotiate on behalf of their members. The voluntary separation agreement shall be approved by the City Attorney and include indemnity and other waiver protections for the City. It shall also include the Eligible Employee's acknowledged acceptance of the terms and conditions of the Program, specify the cash-value of the Eligible Employee's incentive under Section 2.D, and designate the final date of employment with the City (the Date of Separation).

### **Section 4:      Notification and Separation Requirements**

- A. To be considered for participation in this Program, Eligible Employees must apply by submitting an official application to the Human Resources Department no later than September 6, 2024. Employees who submit an official application by this deadline will then be provided additional information, along with review periods as established by law.
- B. The Date of Separation shall be no later than November 30, 2024, unless the Mayor determines that a later Date of Separation is in the best interest of the City.

### **Section 5:      Position Backfill**

- A. The City will endeavor to hold vacant positions open for at least four (4) months. Requests to backfill positions vacated through the Program are subject to review and approval by the Mayor or designee.
- B. Backfill requests that facilitate redeployment, reorganization, and/or other efforts to make more efficient and effective use of the City's limited resources will receive priority consideration.

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Cassie Franklin, Mayor

ATTEST:



2024 ORDINANCE:

Page 3 of 4

\_\_\_\_\_  
Marista Jorve, City Clerk

PASSED: \_\_\_\_\_

VALID: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_





## City Council Agenda Item Cover Sheet

**Project title:** Establishment of an Everett Chamber of Commerce and 2024 Q3 Covid Relief Funds Resolution

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing 8/14/2024  
Proposed action  
Consent  
Action 8/21/2024  
Ordinance  
Public hearing

Yes X No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

X Yes No

**Attachments:**

Resolution

**Department(s) involved:**

Community  
Development/Admin

**Contact person:**

Julie Willie

**Phone number:**

**Email:**

jwillie@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Project:** 2024 Q3 Covid Relief Funds Resolution

**Partner/Supplier:** NA

**Location:** NA

**Preceding action:**

Approval of Pallet shelter expansion with ARPA funds on [9/1/21](#); approval of Resolution authorizing Everett Forward Grants on [10/27/21](#); approval of Resolution authorizing up to \$5,620,000 for projects and initiatives on [5/11/2022](#); approval of Resolution authorizing up to \$7,950,000 for projects and initiatives on [10/5/2022](#); approval of \$1,200,000 on 3/29/2023; approval of \$2,250,000 for projects and initiatives on [8/2/2023](#); approval of funding ordinance on [12/13/2023](#) for \$1,404,709; approval of 2024 budget amendment #1 for \$800,000;

**Fund:**

**Fiscal summary statement:**

The City was granted \$20,695,570 in ARPA funds, to date \$19,186,194.23 has been authorized by Council for spending, either through resolutions or budget amendment/funding ordinances. The funds have also earned interest around \$628,330.42. This leaves a balance of approximately \$2,137,706.19 for future appropriations. Staff are requesting the use of up to \$600,000 of the City's funds from the Covid Recovery Fund to establish an Everett Chamber of Commerce. It is anticipated approximately \$50K will be used for a professional service contract to work alongside an advisory board who will determine the requirements and desired outputs of the Chamber and its fiscal structure for its launch in 2025. The remaining \$550K will be allocated in a stepdown fashion over the next 3 years.

**Project summary statement:**

As briefed in June 2024, staff are requesting the adoption of a resolution to proceed with the use of up to \$600,000 of Covid Recovery Funds for the renewed need for a stand-alone city chamber of commerce. This is based on feedback from Everett businesses, emphasizing the city's current economic development opportunities and increased interest from business owners. A future Chamber will support and attract business, providing essential services such as networking events, business education and tailored support and advocacy for small businesses. The development of a chamber as a partnership organization will provide needed services for our business community and grow efficiency and capacity for current city staff efforts.

**Recommendation (exact action requested of Council):**

Adopt a Resolution concurring with staff recommendation and authorizing the Mayor to implement the next steps to establish an Everett Chamber of Commerce.



**RESOLUTION NO.** \_\_\_\_\_

**A RESOLUTION authorizing next steps for Covid Recovery (formerly ARPA) funded projects and initiatives.**

**WHEREAS,**

- A. The City of Everett is the recipient of \$20,695,570 from the Coronavirus Local Fiscal Recovery Fund, as authorized by the American Rescue Plan Act (ARPA). These funds represent a one-time opportunity to invest federal dollars toward the City's most pressing community challenges and recovery efforts. These funds must be spent within the guidelines established by the U.S. Treasury, and they are separate from the City's annual budget process.
- B. At its meetings during 2021-2024, the City Council has previously held briefings and a workshop for consideration of ARPA investments and approval of some uses of ARPA funds. As of this briefing, \$19,186,194.23 has been approved by Council through resolution or regular budget amendment process.

| <b>Council Meeting Date</b> | <b>Council Item</b>  |
|-----------------------------|--|
| September 1, 2021           | Approval of Pallet Shelter Expansion with ARPA Funds (\$477,734.31)  |
| October 27, 2021            | Approval of Resolution Authorizing Everett Forward Grant Program with ARPA Funds (\$1,000,000)   |
| November 17, 2021           | Council Workshop to Discuss ARPA Investments priority areas and potential projects   |
| February 16, 2022           | Council Briefing to Discuss ARPA Investments project updates   |
| May 11, 2022                | Adoption of Resolution authorizing next steps with projects and initiatives using up to \$5,620,000 of ARPA funds, including additional pallet shelter expansion (\$2,700,000), Service Coordination for those unsheltered (Chart 2.0) / Immediate outreach and navigation (\$870,000), Everett Point Industrial Center (EPIC) Green Bridge Type, Size & Location Study (TS&L) (\$450,000), Digital Permit Accelerator (\$500,000), Increase public restrooms (\$500,000), Clean Everett Program (\$600,000).  |
| October 5, 2022             | Adoption of Resolution authorizing next steps with projects and initiatives using up to \$7,950,000 of ARPA funds, including Daytime Service Access /Shelter (\$2,000,000), Repurpose City Building (\$500,000), Increase Mental Health Support (\$1,475,000), Increase Human Needs Funds (\$100,000), Everett Forward Round 2 (\$1,000,000), Utility Loss (\$1,000,000), Public Safety Gun Buy Back (\$25,000), Police Property Room Relocation Design/Scope (\$400,000), Fire Training Facility Design (\$400,000), Additional Funds for Public Restrooms (\$750,000), Urban Forest (\$300,000). |
| March 29, 2023              | Adoption of Resolution authorizing next steps with projects and initiatives using up to \$1,200,00 of ARPA funds, including Business and Economic Development- South Everett (WHEB Triangle) Equitable Business Strategy (\$200,000), Public Safety Gun Buy Back #2 Gift cards for a second gun buyback event (\$50,000), Council recovery Grant Allocations \$100,000 per   |

|                   |   |
|-------------------|---|
|                   | Council member to allocate to ARPA eligible projects (\$700,000), Staff Support for ARPA Fund Management Temporary staff position to assist with, contract management, compliance and administration of ARPA funds and projects as needed (\$250,000).  |
| August 5, 2023    | Adopt a Resolution authorizing next steps with projects and initiative using up to \$2,150,000 of Covid Recovery Funds, including Housing Hope Childcare with Workforce Development (\$1,000,000) Provide funds to support the capital development of a New Tomorrow's Hope Child Development Center, which will provide 230 childcare slots and a childcare workforce job training program to increase the number of qualified early childhood educators for childcare facilities in Everett and the County. Everett Community College Early Learning Center (ELC) (\$150,000) Provide funds to support ELC administrative operations to allow for continued re-building of early childhood education programs following threat of closure in 2021. Compass Health Intensive Behavioral Healthcare Services (\$1,000,000) Provide funds to support the capital development of Phase 2 of Compass Health's three phased transformation of their campus on Broadway. This phase includes an additional 16 bed inpatient evaluation and treatment unit and high-intensity behavioral health services. |
| December 13, 2023 | Adopt a funding resolution authorizing 2024 Budget Replacement in the amount of \$1,040,709 to support Clare's Place (\$200K), Human Needs Fund (\$456,800) VOA Senior Center (\$300K), Bezos Rent Support (\$69,120) and AHA dues (\$14,789).  |
| May 5, 2024       | Adopt Budget Amendment #1 to include \$700K for Council members to each allocate \$100K to Covid Recovery eligible projects and \$100K to Council of Neighborhoods.   |

- C. On May 31, 2023, Council passed a resolution to create a City-sponsored COVID recovery fund which will be used to carry on the programs originally approved in Resolutions 7775, 7817, and 7878, and additional programs and projects approved through future Council Resolutions.
- D. In accordance with City Council direction, City staff has brought forward to City Council the following additional projects and initiatives that are ready for implementation:

| Project/Initiative Description   | Estimated Cost: |
|--|-----------------|
| <b>Everett Chamber of Commerce-</b> for the re-establishment of a City of Everett stand-alone chamber. This is based on feedback from Everett businesses, emphasizing the city's current economic development opportunities and increased interest from business owners. A future chamber will support and attract business, providing essential services such as networking events business education and tailored support and advocacy for small businesses. The development of a chamber as a partnership organization will provide needed services for our business community and grow efficiency and capacity for current city staff efforts. | \$600,000       |

- E. The purpose of this resolution is to authorize the City to implement these projects and initiatives.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. Allocation. The City Council determines to use an amount not to exceed \$600,000 of the City's funds from the Coronavirus Local Fiscal Recovery Fund for the projects and initiatives listed in Recital D above.
2. Authority to Proceed with Implementation. In accordance with the applicable laws and regulations that govern Coronavirus Local Fiscal Recovery Fund, the Mayor is authorized to proceed to implement the projects and initiatives listed in Recital C above. City staff is directed to bring to City Council any items that City Council must approve to implement these projects and initiatives, including, for example, any necessary budget amendment(s), ordinances, or additional resolutions. In accordance with and to the extent required by the City's Procurement Policy, staff will also bring to City Council the contracts, requests for proposals, calls for bids, and other procurement matters as may be necessary for implementation of these projects and initiatives.
3. Quarterly Updates. City staff shall provide updates to City Council on the status of implementing these projects and initiatives approximately once a quarter.

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Councilmember introducing resolution

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Council President



## City Council Agenda Item Cover Sheet

**Project title:**

An ORDINANCE Relating to Allowing Birthing Centers on the Ground Floor on Certain Designated Streets, AMENDING EMC Chapters 19.04 (Definitions) and 19.05 (Uses).

**Council Bill #** *interoffice use*

CB 2408-19

**Agenda dates requested:**

|                         |          |
|-------------------------|----------|
| 1 <sup>st</sup> Reading | 08/21/24 |
| 2 <sup>nd</sup> Reading | 08/28/24 |
| Consent                 |          |
| Action                  | 09/04/24 |
| Ordinance               | X        |
| Public hearing          |          |
| Yes                     | X No     |

**Budget amendment:**

|     |      |
|-----|------|
| Yes | X No |
|-----|------|

**PowerPoint presentation:**

|     |      |
|-----|------|
| Yes | X No |
|-----|------|

**Attachments:**

Ordinance

**Department(s) involved:**

Planning

**Contact person:**

Yorik Stevens Wajda

**Phone number:****Email:**

ystevens@everettwa.gov

**Initialed by:**

YW

Department head

Administration

Council President

**Project:** Allowing Birthing Centers on the ground floor within Metro Everett

**Partner/Supplier:** NA

**Location:** NA

**Preceding action:** Planning Commission recommendation to adopt, [8/6/24 Staff Memo](#)

**Fund:** NA

**Fiscal summary statement:**

NA

**Project summary statement:**

City regulations limit certain uses, including Clinics, on the ground floor of streets within Metro Everett that are designated Pedestrian and Transit-Oriented Development. The limits on ground floor uses on certain designated streets are intended to promote pedestrian orientation through enhanced street-level activity and visual interest and to promote clustering of and synergy in retail, services, and other businesses that benefit from or depend on spontaneous visits from strolling customers.

Birthing centers provide an important service and can be supportive of active and vibrant streets that are busy with people, provide inviting ground floor spaces, and focus on retail, commercial, and business uses.

This ordinance will expand the current list of ground floor uses to include birthing centers. The proposal would create a definition for Birthing Centers based on the definition in RCW [18.46.010](#): "*Birthing center*" or "*childbirth center*" means any health facility, not part of a hospital or in a hospital, that provides facilities and staff to support a birth service to low-risk maternity clients.

Birthing centers would also be added to the list of exemptions from the ground floor restriction applicable to clinics.

**Recommendation (exact action requested of Council):**

Adopt the Ordinance allowing Birthing Centers on the ground floor on certain designated streets, amending EMC Chapters 19.04 (Definitions) and 19.05 (Uses).



**ORDINANCE NO. \_\_\_\_\_**

**An ORDINANCE Relating to Allowing Birthing Centers on the Ground Floor on Certain Designated Streets, AMENDING EMC Chapters 19.04 (Definitions) and 19.05 (Uses).**

**WHEREAS,**

-----REASON-----

- A.** City regulations limit certain uses, including Clinics, on the ground floor of streets within Metro Everett that are designated Pedestrian and Transit-Oriented Development; and
- B.** The limits on ground floor uses on certain designated streets are intended to promote pedestrian orientation through enhanced street-level activity and visual interest and to promote clustering of and synergy in retail, services, and other businesses that benefit from or depend on spontaneous visits from strolling customers; and
- C.** Birthing centers provide an important service and can be supportive of active and vibrant streets that are busy with people, provide inviting ground floor spaces, and focus on retail, commercial, and business uses.

-----PLANNING COMMISSION-----

- D.** The Planning Commission reviewed the amendments contained in this ordinance, including holding a briefing on June 18, 2024 and a public hearing on August 6, 2024; and
- E.** The Planning Commission, after hearing from the public and deliberating, voted to approve Resolution 24-03 on August 6, 2024, recommending the city council \_\_\_\_\_ the amendments contained in this ordinance; and

-----SEPA-----

- F.** City staff reviewed the proposal under provisions of the State Environmental Policy Act, completed an environmental checklist, and issued a Determination of Non-Significance on August 1, 2024; and

-----STATE AGENCY NOTICE-----

- G.** Notice of the proposed amendments to the comprehensive plan was sent to the Washington State Department of Commerce on July 31, 2024 and a letter of receipt was received the same day; and

-----GMA, MPP, CPP CONSISTENCY-----

- H. The amendments contained in this ordinance maintain consistency with the GMA and are consistent with the GMA planning goals; and
- I. The amendments contained in this ordinance are consistent with and supportive of the multicounty planning policies in VISION 2050; and
- J. The amendments contained in this ordinance are consistent with and supportive of the countywide planning policies; and
- K. The amendments contained in this ordinance are consistent with and supportive of goals, objectives, and policies in the city's comprehensive plan; and

-----COMPREHENSIVE PLAN POLICIES-----

- L. This ordinance is consistent with and supportive of goals, policies, and implementation strategies in the Everett Comprehensive Plan, including:
  - 1. Policy LU-2.4.1 Encourage redevelopment of Everett's metropolitan center with an intensive mix of governmental, financial, and professional services; cultural activities; high density housing; appropriate industrial uses; and retail and service businesses in a compact, pedestrian-and transit-oriented downtown setting.
  - 2. Goal UD-8.6 Downtown Everett should be the cultural center of the city, with a rich concentration of commercial enterprises, civic uses, historic structures, residential development, and public spaces.
  - 3. Objective UD-8.6.1 To strengthen the retail base by concentrating shops and services in selected areas.
  - 4. Policy UD-8.6.1 Consider amendments to the City's land use code, as necessary, to improve standards that reinforce pedestrian-friendly development in downtown, especially in areas designated as retail streets.

-----CITY CRITERIA-----

- M. The City Council considered the factors in EMC 15.03.300(C) in reviewing the proposed development regulation text amendments in this ordinance; and
- N. The City Council finds that the proposed amendments to the city's development regulations (unified development code) contained in this ordinance are consistent with the Everett comprehensive plan, bear a substantial relation to public health, safety and welfare, and promote the best long-term interests of the Everett community.

- A. -----CITY COUNCIL PROCESS-----

- B. On \_\_\_\_\_, the Everett City Council held a public hearing, after proper notice, and considered public comment and the entire record related to the code amendment contained in this ordinance.

**NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:**

**Section 1.** A subsection is hereby added to Section 19.04.060.

"Birthing center" or "childbirth center" means any health facility, not part of a hospital or in a hospital, that provides facilities and staff to support a birth service to low-risk maternity clients.

**Section 2.** Section EMC 19.05.180 is hereby amended as indicated in Exhibit 1, with strikeout text deleted and underlined text added:

**Section 3.** The following is provided for reference and may not be complete:

| EMC Amended/Repealed by this Ordinance | Ordinance History of EMC Amended/Repealed by this Ordinance                       |
|--|---|
| EMC 19.04.060                          | (Ord. 3896-22, 2022 § 10)<br>(Ord. 3895-22, 2022 § 8)<br>(Ord. 3774-20, 2020 § 5) |
| EMC 19.05.180                          | (Ord. 3895-22, 2022 § 13)<br>(Ord. 3774-20, 2020 § 5)                             |

**Section 4.** The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

**Section 5.** The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

**Section 6.** The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

**Section 7.** It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

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Cassie Franklin, Mayor

ATTEST:

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City Clerk



19.05.090      Table 5-2 (commercial use table).

| USE   | R<br>S | R<br>1 | R<br>2 | R<br>2A | UR<br>3 | UR<br>4              | NB              | B               | MU              | LI1<br>LI2            | HI              | AG |
|---|--------|--------|--------|---------|---------|----------------------|-----------------|-----------------|-----------------|-----------------------|-----------------|----|
| Alcohol production, micro—e.g., microbrewery, microdistillery, microwinery          |        |        |        |         |         | A <sup>1</sup>       | A               | P               | P               | p <sup>2</sup>        | p <sup>2</sup>  | P  |
| Automobile drive-through facility   |        |        |        |         |         |                      |                 | p <sup>3</sup>  | p <sup>3</sup>  | p <sup>3</sup>        |                 |    |
| Auto fuel sales   |        |        |        |         |         |                      |                 | p <sup>4</sup>  | A <sup>4</sup>  | p <sup>4</sup>        | P               |    |
| Automobile, light truck or RV sales or rental                                       |        |        |        |         |         |                      |                 | p <sup>5</sup>  |                 | p <sup>7</sup>        |                 |    |
| Equipment sales and rental  |        |        |        |         |         |                      |                 | P               | A               | P                     | P               |    |
| Heavy truck and equipment sales   |        |        |        |         |         |                      |                 |                 |                 | P                     | P               |    |
| Automobile and truck service, light; body repair and painting                       |        |        |        |         |         |                      |                 | p <sup>4</sup>  | p <sup>4</sup>  | p <sup>4</sup>        | p <sup>8</sup>  |    |
| Automobile and truck service, heavy   |        |        |        |         |         |                      |                 |                 |                 |                       | P               |    |
| Automobile dismantling/recycling  |        |        |        |         |         |                      |                 |                 |                 | p <sup>9</sup>        | p <sup>9</sup>  |    |
| Impound, storage yard, tow yard   |        |        |        |         |         |                      |                 |                 |                 | p <sup>10</sup>       | p <sup>10</sup> |    |
| Casino, mini  |        |        |        |         |         |                      |                 | p <sup>11</sup> |                 | p <sup>11</sup>       |                 |    |
| Convention center   |        |        |        |         |         |                      |                 | P               | P               | P                     |                 |    |
| Clinics   |        |        |        |         |         | A <sup>1</sup>       | p <sup>16</sup> | P               | p <sup>17</sup> | A <sup>17</sup>       |                 |    |
| Day care center, commercial   | C      | C      | C      | C       | A       | P                    | P               | P               | P               | P                     | P               |    |
| Entertainment and recreation—enclosed in building (e.g., theater, fitness facility) |        |        |        |         |         | A <sup>1</sup>       | P               | P               | p <sup>12</sup> | p <sup>12</sup>       |                 |    |
| Entertainment and recreation—not enclosed (e.g., amusement, outdoor arena)          |        |        |        |         |         |                      |                 | P               | C               | A                     | P               | C  |
| Food or beverage establishment  |        |        |        |         |         | A <sup>1</sup><br>13 | p <sup>14</sup> | p <sup>14</sup> | p <sup>14</sup> | p <sup>14</sup><br>15 | p <sup>14</sup> |    |
| Lodging—hotels, motels  |        |        |        |         |         |                      |                 | P               | P               | P                     |                 |    |
| Offices   |        |        |        |         |         | A <sup>1</sup>       | P               | P               | P               | p <sup>15</sup>       | p <sup>15</sup> |    |
| Parking, commercial—applicable if principal use                                     |        |        |        |         |         |                      |                 | P               | p <sup>18</sup> | p <sup>18</sup>       | P               |    |
| Retail sales and service  |        |        |        |         |         | A <sup>1</sup><br>19 | p <sup>19</sup> | p <sup>19</sup> | p <sup>19</sup> | p <sup>19</sup><br>20 | p <sup>20</sup> |    |
| Storage, commercial—enclosed in building (e.g., mini-storage)                       |        |        |        |         |         |                      |                 | P               | A <sup>21</sup> | p <sup>21</sup>       | P               |    |
| Storage, commercial—not enclosed in building (e.g., boat or RV storage)             |        |        |        |         |         |                      |                 | p <sup>4</sup>  |                 | p <sup>4</sup>        | P               |    |
| Veterinary clinic or animal day care—limited to small animal                        |        |        |        |         |         |                      | p <sup>23</sup> | P               | p <sup>22</sup> | p <sup>22</sup>       |                 |    |
| Veterinary clinic or commercial kennels—large animal or commercial kennels          |        |        |        |         |         |                      |                 | A               |                 | A <sup>22</sup>       |                 | A  |

**1** Permitted only on designated residential mixed-use corridor or TOD streets. The use must be located on the ground floor of a residential mixed-use development with no less than fifty percent of the gross floor area used for single-family or multifamily residential uses.

**2** See Industrial Uses. Alcohol production is allowed as a primary use without the requirement to include a restaurant, retail, or tasting room.

**3** In Metro Everett, permitted only in the areas indicated on Map 13-2.

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**4** TOD or pedestrian streets: prohibited use.

**5** In the B zone, permitted only on Broadway, Evergreen Way, Rucker Avenue, and on Everett Mall Way with the following condition: On Everett Mall Way, minimum lot area for vehicle sales and related/supportive uses is two and one-half acres.

**6** Reserved.

**7** Not permitted in the LI1 zone, and in the LI2 zone, only automobile rental is permitted on Airport Road where the minimum lot area for vehicle rental and related/supportive uses is one and one-half acres.

**8** In the HI zone, light vehicle servicing is permitted only in multiple-tenant building or development.

**9** Permitted only in the LI1 and HI zones when completely contained within an enclosed building.

**10** Impound, storage and tow yards shall comply with landscaping and screening requirements of Chapter [19.39](#) EMC.

**11** Mini-casinos are also not permitted within the area defined in Map 13-1.

**12** In Metro Everett on TOD or pedestrian streets: Private clubs are a prohibited use on the ground floor.

**13** Taverns, nightclubs and restaurants with live entertainment prohibited.

**14** Taverns, nightclubs and restaurants with live, amplified entertainment shall be set back a minimum of one hundred feet from any residential zone.

**15** Allowed as an accessory use only.

**16** NB zone: permitted to occupy a maximum of fifty percent of the gross floor area.

**17** In Metro Everett on TOD or pedestrian streets: Clinics, social or human service facilities, or community services are a prohibited use on the ground floor; provided, however, that the following are not considered clinics for the purpose of this restriction: **birthing centers**, dentists, psychiatrists, chiropractors, physical therapists, optometrists or ophthalmologists.

**a)** Government public health agency uses providing clinical services shall be deemed to be a permitted use on the ground floor within the MU or LI1/LI2 zone.

**b)** Health events on a property within the MU or LI1/LI2 zone providing clinical health services to the general public, not exceeding three days in duration and occurring not more than once every ninety days, shall be exempt from the prohibition of clinics on the ground floor.

**18** In Metro Everett, surface parking lots prohibited as a principal use.

**19** On TOD or pedestrian streets: Pawnshops, secondhand stores, thrift stores, and junk stores are a prohibited use on the ground floor.

**20** Permitted as an accessory use for those products produced on premises; up to but no more than seventy-five percent of goods sold may be produced off site and by other producers.

**21** TOD or pedestrian streets: prohibited use on the ground floor.

**22** In Metro Everett only on TOD or pedestrian streets: prohibited use on the ground floor.

**23** Limited to not more than twenty animals in the neighborhood business zone.



## City Council Agenda Item Cover Sheet

**Project title:** 2024 – 2029 Everett Transit Development Plan and 2023 Annual Report

**Council Bill #** *interoffice use*

**Agenda dates requested:**

Briefing 08/21/24

Proposed action

Consent

Action

Ordinance

**Public hearing**

X Yes No

**Budget amendment:**

Yes X No

**PowerPoint presentation:**

X Yes No

**Attachments:**

2024-2029 Everett Transit  
Development Plan and 2023  
Annual Report

**Department(s) involved:**

Transportation Services

**Contact person:**

Tom Hingson

**Phone number:**

425-257-8939

**Email:**

thingson@everettwa.gov

**Initialed by:**

TEH

Department head

Administration

Council President

**Project:** 2024 – 2029 Everett Transit Development Plan and 2023 Annual Report

**Partner/Supplier:** Washington State Department of Transportation

**Location:**

**Preceding action:** Transportation Advisory Committee review 7/18/24

**Fund:** 425/Transportation Services

**Fiscal summary statement:**

None.

**Project summary statement:**

RCW 35.58.2795 requires each public transit provider in the state of Washington to prepare an annual Transit Development Plan (TDP) and to provide a public hearing for the plan's annual update. The 2024-2029 TDP summarizes 2023 performance and operations, including revenue hours, revenue miles, and fleet composition. It also contains operating and financial projections for 2024-2029. The projections reflect an increase in service hours to pre-pandemic levels and uses a conservative approach regarding future service growth.

The plan anticipates Everett Transit receiving secured grant funds that will allow it to make needed upgrades to its fleet as well as enable it to preserve and maintain its facilities (Everett Station).

A draft of the 2024-2029 TDP was presented to the Transportation Advisory Committee (TAC) on July 18, 2024. The Everett Transit Comprehensive Plan adopted by the City Council on October 7, 2015 contains the TDP elements. Therefore, acceptance, not adoption is required for the 2024-2029 TDP.

**Recommendation (exact action requested of Council):**

Conduct a Public Hearing for the 2024-2029 Everett Transit Development Plan and 2023 Annual Report.



EVERETT TRANSIT

2024

# Transit Development Plan 2024 – 2029 and 2023 Annual Report



Final Draft

Public Hearing at  
Everett City Council

August 21, 2024

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## Plan adoption, public hearing, and distribution

Everett Transit's draft of the 2024 Transportation Development Plan (TDP) is scheduled for discussion with the Transportation Advisory Committee (TAC) on July 18, 2024, and August 15, 2024. The TAC reviews, comments, and recommends the City Council to accept and conduct the public hearing. The City Council presentation and public hearing is scheduled for Wednesday, August 21, 2024.

The adopted plan will be distributed to WSDOT, the Transportation Improvement Board, the City of Everett, Snohomish County, and the Puget Sound Regional Council and regional transit agencies.

## Mission Statement

Connecting people to life

## Description of service area, operations, and facilities

Everett Transit is a municipally owned and operated transit system:

|             |   |
|-------------|---|
| Department: | Transportation Services   |
| Divisions:  | Transit Operations and Transit Services                           |
| Sections:   | Administration, Transportation Services, Finance, Everett Station |

The mayor is the Chief Executive Officer of the City of Everett. The Transportation Services Director is part of the mayor's senior management team.

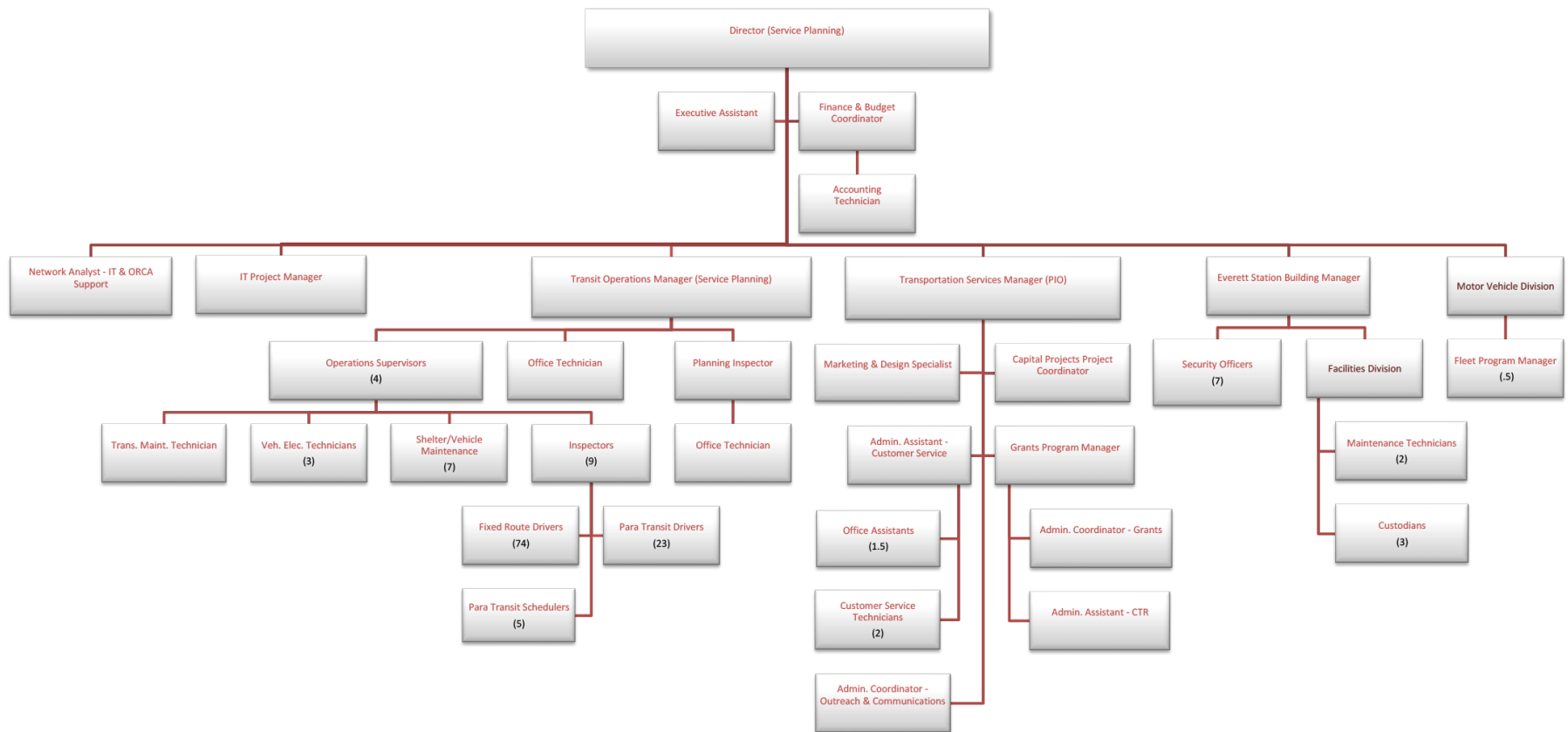
The Transportation Services section encompasses daily operations and support functions to daily operations. The City's Facilities division provides management oversight for Everett Station maintenance and custodial staff. The Motor Vehicles division provides oversight for transit employees engaged in fleet procurement and maintenance.

The Everett Municipal Code gives the mayor the authority to modify service and adjust schedules. The Everett City Council has the authority to establish fares and recommend tax rates, subject to voter approval.

As of January 2024, the Transit Division employed 161 full-time equivalents allocated to the following sections:

|                  |                                  |
|------------------|----------------------------------|
| Fixed-Route:     | 120 (6 unfilled as of Jan. 2024) |
| Demand Response: | 28 (0 unfilled as of Jan. 2024)  |
| Everett Station: | 13 (0 unfilled as of Jan. 2024)  |

The Organization Chart below depicts the staffing levels and distribution as of January 2024:



Everett Transit (ET) has the following office and facility locations:

Administrative Offices

3201 Smith Ave., Suite 200  
Everett, WA 98201

Operations Center

3225 Cedar Street  
Everett, WA 98201

Maintenance Facilities

3227 Cedar St.  
Everett, WA 98201

Everett Station

3201 Smith Ave.  
Everett, WA 98201

College Station

2200 Tower St.  
Everett, WA 98201

Mall Station

1330 SE Everett Mall Way  
Everett, WA 98204

2023 marked another strong year of ridership growth for Everett Transit. For both 2022 and 2023, Everett Transit experienced 32% year-over-year increases in Unlinked Passenger Trips. In June of 2023, Everett Transit implemented an 11% service increase that included the following highlights:

- Route 2 (*Everett Mall <> Mariner Park & Ride*): Added earlier and later weekday and weekend trips.
- Route 4 (*Everett Station <> College Station via Walnut St., E. Marine View Drive and Amazon campus*): Added earlier and later weekday trips and later trips on Saturday.
- Route 12 (*Seaway Transit Center <> Everett Mall via Casino Road*): Increased service to 67 trips a day on Casino Road for a total of 24 added trips per weekday. This also introduced earlier and later weekday service.
- Route 18/70 (*Mukilteo Ferry Terminal <> Everett Station via Seaway Transit Center and Downtown Everett*): With the anticipated replacement of the Edgewater Bridge on Mukilteo Blvd., the Route 18 was realigned and paired with the commuter Route 70 from the Mukilteo Ferry to Seaway Transit Center. Four additional trips were added. Everett Transit was able to continue providing a one-seat ride solution for commuters coming into Boeing and downtown Everett while the bridge construction takes place. Of note, the ridership on the revised route 18/70 has increased by 88% with this change and carries more than a thousand additional customers per month compared to the month before its implementation.
- Route 19 (*College Station <> Everett Station via north Colby*): Restoring service to Everett High School and Providence Medical Center has been a goal since the route 17 was discontinued several years ago. Right sizing the route and focusing on the most productive segment has resulted in nearly 4,000 people a month making use of this vital connector service. The route 19 runs seven days a week and provides 40 trips each weekday.

The vital service that this service change restored was made possible by funding through Move Ahead Washington legislation passed by the Washington State Legislature in 2022. This 16-year funding initiative has enabled every transit agency in Washington State to allow youth 18 and under to ride free on transit and has funded a number of vital service expansions by various transit agencies. If repealed by voters in 2024 through Initiative 2117, many agencies may need to consider service cuts as well as eliminating free fare for youth. During the first month of tracking, youth ridership for Everett Transit totaled 13,918 in October 2022. One year later,



youth ridership had risen by 82% to 25,381. As a result of this legislation, a whole new generation is now experiencing the benefits of having meaningful access to transit.

Ridership and service recovery from the pandemic period has continued to trend positively:

| Year | Fixed Route Ridership    | Paratransit Ridership |
|------|--------------------------|-----------------------|
| 2020 | 807,733                  | 53,400                |
| 2021 | 761,882                  | 51,780                |
| 2022 | 1,007,952 (32% increase) | 64,329 (24% increase) |
| 2023 | 1,329,885 (32% increase) | 75,085 (17% increase) |

Everett Transit’s service is primarily operated out of six terminals and stations including Everett Mall Station, College Station, Everett Station, Seaway Transit Center (Operated by Community Transit), Airport Road and Evergreen Way, and the Mukilteo Ferry Terminal. Please reference the appendix to view a system map depicting Everett Transit’s entire service area.

Most regular routes operate seven days per week and on select holidays. System headways vary between 15 and 60 minutes on weekdays, 20 and 60 minutes on Saturdays, and 30 and 60 minutes on Sundays. The span of service is generally from 5:00 a.m. to 10:45 p.m. on weekdays and from 7:00 a.m. to 10:45 p.m. on Saturdays and Sundays. The route 18 only runs on weekdays during peak hour service.

Customers continue to access real-time information through the Everett Transit Arrivals (ETA) program. The system is accessible by texting or calling the automated system. In 2023, there were 25,027 texts and 47,715 calls managed by the system resulting in an estimated 16% increase.

### Everett Transit Fare Structure per Boarding

|   |        |
|---|--------|
| Fixed-route, Full (Adult) Fare .....                                  | \$2.00 |
| ORCA LIFT .....   | \$1.50 |
| ORCA Subsidized Annual Pass .....                                     | \$0.00 |
| Youth (6-18) .....  | \$0.00 |
| Regional Reduced Fare Permit (RRFP) .....                             | \$0.50 |
| Paratransit, ADA or age 65 and over, (Demand Responsive Service)..... | \$2.00 |

### Everett Transit Fares for Monthly Passes and Ticket Books

- ORCA cards may be used to load monthly passes and/or dollar value for fare payment. The cost of monthly Puget Passes associated with the ET fares are: Full Fare \$72; ORCA LIFT \$54; Youth \$00; RRFP \$18.
- Subsidized Annual Pass and ORCA LIFT are available through the Department of Health and Human Services based on eligibility.
- Fixed-route ticket books are available only to social services agencies for adult fare.
- Paratransit ticket books and monthly passes are available to eligible customers for use on ET paratransit vans and ET fixed-route buses.

## **Everett Transit Provides Service to the Following Key Destinations**

### **Education**

- Everett Community College
- Washington State University
- Everett High School
- Cascade High School
- Mariner High School
- Sequoia High School
- Elementary and Middle Schools

### **Major Employers**

- The Boeing Company
- Naval Station Everett
- Snohomish County
- City of Everett
- Everett School District
- Everett Central Business District
- Southwest Industrial Center
- Snohomish Health District
- Amazon Campuses
- WorkSource

### **Medical and Social Services**

- Providence Medical Centers
- Seattle Children's North Clinic
- Kaiser Permanente Medical Center
- Optum/The Everett Clinic
- Veterans Administration Puget Sound Health Care Clinic

- Washington State DSHS and Employment Security
- The Carl Gipson Senior Center
- Social Security Administration
- Everett Gospel Mission
- Volunteers of America

### **Transportation Centers**

- Everett Station (Park and Ride, Amtrak, Greyhound, and regional transit connections)
- Mall Station
- College Station
- Seaway Transit Center
- South Everett Freeway Station
- Mariner Park and Ride
- Mukilteo Ferry Terminal
- Seattle-Paine Field Airport

### **Destinations**

- Downtown
- Everett Mall
- Angel of the Winds Arena
- Funko Field
- Port of Everett
- Everett Public Libraries
- 19<sup>th</sup> Ave. SE Services and Shopping
- Silver Lake
- Parks and recreational opportunities, including Everett YMCA

Many common bus stops are shared with Sound Transit and Community Transit within Everett city limits. Everett Transit service also connects with Skagit Transit, Island Transit, and the Washington State Ferry (WSF) system's service between Mukilteo and Clinton.

## State and agency goals, objectives, and accomplishments

- **Economic vitality** – To promote and develop transportation systems that stimulate, support, and enhance the movement of people and goods to ensure a prosperous economy
- **Preservation** – To maintain, preserve, and extend the life and utility of prior investments in transportation systems and services
- **Safety** – To provide for and improve the safety and security of transportation customers and the transportation system
- **Mobility** – To improve the predictable movement of goods and people throughout Washington State
- **Environment** – To enhance Washington’s quality of life through transportation investments that promote energy conservation, enhance healthy communities, and protect the environment
- **Stewardship** – To continuously improve the quality, effectiveness, and efficiency of the transportation system

### Facilities projects completed

- Security blockades installed at entrance to Everett Station.

### Equipment projects

- Next Generation ORCA project: Work continues toward Full System Acceptance in 2024. Phase II work will continue through 2025.
- Completed update/redesign to Everett Transit’s website.
- Camera systems installed/replaced at all transit facilities: Everett Station, College Station, Mall Station, and Transit Operations Center. The system includes four customer-facing screens in the Great Hall that provide a view of the bus bays at Everett Station.
- Fixed-route passenger counters and stop announcement system: replaced end-of-life equipment on half of the fleet; upgraded wiring connections on the electric buses.
- Installed remotely operated internal communications dashboards for drivers, at College Station and Mall Station.
- Upgraded telematics platform to incorporate the Proterra fleet and Proterra chargers.
- Participated in City’s “Everett at Work” app introduction, as a customer service tool for reporting bus stop issues or repairs needed.
- Published transit information on City’s Open Data portal that includes fuel savings with the use of the electric buses, ridership, and bus stop information.

## Long Range Plan

Update to the 2018 adopted Long Range Plan began in August of 2023. Phase I of the plan confirmed and collected survey comments from customers and was completed in December of 2024. Phase II will begin in January of 2025.

## Emergency Management

In 2023, Everett Transit hired a Risk Management Supervisor to oversee safety at operations and manage the Public Transportation Safety Agency Safety Plan (PTASP).

## Action Strategies 2024-2029

From 2024 through 2029, the following action strategies will be pursued to meet the five State Policy Objectives listed below.

*While the six-year plan has every intention of preserving and improving transit service in the City of Everett, the impact of the COVID-19 pandemic created an opportunity to rethink our transit priorities. Service hours were restored strategically with focus on underserved communities, access to schools, health services, and major employers.*

*At council's direction, 2022 began with a new, 18-month study of a consolidated system with Community Transit. The joint study preliminary findings were released in Q1 2024. The study will take a public hiatus until Q1 2025 to allow both Community Transit and Everett Transit to focus on more pressing issues.*

### 1) Preserve and improve existing public transportation service levels.

#### a) Continue implementing strategic service adjustments.

- i) Continue to monitor post-pandemic ridership patterns and modify fixed-route service to maximize service relevance and effectiveness.
- ii) Establish new baseline performance indicators to better understand mid- and long-term impacts of the pandemic to public transportation usage.
- iii) Continue coordination with Community Transit for both local and *Swift* (BRT) services, specifically the Gold Line extension from Everett to South Arlington.
- iv) Continue the update to Everett Transit's Long-Range Plan (LRP), with consideration to the effects of the pandemic and how it has changed transportation patterns and customer needs. Everett Transit plans to update the LRP before Q3 2025.
- v) Study micro-transit solutions as part of the available service options and include micro-transit solutions as applicable.
- vi) Support the council's steering committee to identify and detail what a potential consolidation with Community Transit would look like.

- b) Develop and implement a marketing and outreach campaign to stimulate consumer confidence in public transportation and Everett Transit specifically.**
  - i) Strategically engage current users, former users, and potential users of Everett Transit's services to demonstrate transit's safety, ease of use, and affordability.
  - ii) Work with regional partners conducting similar marketing campaigns to present a consistent collective narrative.
  - iii) Continue to gather public comments and information from online open forums and public meetings to optimize route and schedule effectiveness.
- c) Improve customer information.**
  - i) Continue interagency schedule coordination, develop updated transit schedules and electronic products, and create effective informational materials to improve customer engagement.
  - ii) Continue to leverage social media adoption as the growing preference for delivering customer information.
  - iii) Continue to monitor the effectiveness of our communication channels to customers with disabilities.
  - iv) Continue outreach to support non-English speaking customers through ET's Language Assistance Plan.
  - v) Continue to evaluate and modify the tracking and response system for customer comments.
  - vi) Continue to improve the customer experience on our website and through social media.
  - vii) Maintain an increased number of schedule holders at bus stops and monitor bus stop usage.
- d) Increase community engagement in the transit planning process.**
  - i) Continue to solicit customer input through public meetings, customer surveys, and transit fairs (when feasible) and at employment sites affected by the City's Commute Trip Reduction Ordinance. Attend annual outreach events including various community events, job fairs, and multicultural job fairs. Nearly 80% of Everett Transit's annual events include minority and low-income populations.
  - ii) Continue to use the feedback provided through the Voices of Everett Transit (VET) customer comment database to assist us in better meeting the needs and exceeding the expectations of customers.
  - iii) Provide briefings and transit updates to civic and community organizations and neighborhood associations upon request and throughout the year regarding service changes or projects,
  - iv) Continue to evaluate each customer request for service in a timely and fair manner.
- e) Implement recommendations for continued service and routing enhancements through downtown Everett.**
  - i) Invite and involve all stakeholders to conversations about potential impacts to service in the downtown service area. These conversations should factor in service provided by Everett Transit, Community Transit, the regional service of Sound Transit, rideshare services, and other services by other providers.

- ii) Continue coordination and planning with the Port of Everett for public transportation elements of the North Marina redevelopment project, including transportation links to downtown and Everett Station.
- iii) Continue to coordinate expansion of connecting service to the Riverfront development.

**f) Continue to utilize the City’s Geographic Information Systems (GIS) services for transit facility improvements planning.**

- i) Continue the use of GIS to track bus stops, facilities, and amenities for maintenance purposes.
- ii) Create and identify mapping layers to be used in delineating bus service on existing roadways, planning bus stops and facilities/amenities, and referencing bus routes in the city for the purpose of land use permitting, roadway impacts, and other related activities.
- iii) Continue working with the City of Everett’s GIS department to enhance mapping abilities and improve data on “Map Everett” (City of Everett GIS portal).
- iv) Provide data to open portal on fleet electrification.

**g) Continue to coordinate with the City of Everett Emergency Management to prepare for disaster/emergency response and recovery.**

- i) An Operations Resiliency plan will be developed for the zero-emission fleet and will include energy storage options.
- ii) A Threat Assessment Consultant will be hired with Federal Transit Administration funding for all transit facilities and rolling stock.
- iii) The results of the threat assessment will be used to develop a formal Transit Emergency Response plan also funded by the Federal Transit Administration.

**2) Preserve existing public transportation facilities and equipment.**

- a) Continue to use preventive maintenance in order to keep equipment and facilities in optimal condition.
- b) Replace aging fleet vehicles as funds become available. Between 2024 and 2029, approximately 21 fixed-route buses and approximately 25 paratransit vans will come due for replacement.
- c) Continue to replace and add shelters, benches, and trash receptacles as funds become available. Consider stop usage when evaluating shelter replacement.
- d) Design and develop a replacement maintenance facility to accommodate future growth, including increased electric vehicle operations.
- e) Continue introducing electric vehicles to the fixed-route fleet with 14 replacement buses arriving in Q2 2025.
- f) Continue implementation and updates to the Transit Asset Management Plan (TAMP).
- g) Continued implementation of the Public Transportation Agency Safety Plan (PTASP) per federal requirements.

**3) Integrate public transportation services into a coordinated system linked by inter-modal facilities.**

Continue support of the multi-modal transportation center at Everett Station, including management of Everett Station's operations, maintenance, and security as well as continuing coordination of transit, intercity bus, and rail services.

**4) Public transportation providers will continue to meet Americans with Disabilities Act (ADA) and state barrier-free design regulations to improve mobility for all individuals.**

- a. Continue to meet all the requirements of the ADA as it applies to fixed-route and paratransit services.
- b. Maintain partnership with Community Transit in processing paratransit eligibility applications.
- c. Provide all customer materials, including schedule books and information brochures, in alternative formats upon request.
- d. Ensure all capital facilities and telecommunication equipment meet ADA requirements.
- e. Continue work on the ADA Transition plan/transportation element.

**5) Improve and develop urban public transportation services, facilities, and programs, including as options high-capacity transit (HCT), high occupancy vehicle (HOV) lanes, and transportation demand management (TDM), to respond to growth and to meet local and regional economic development, congestion, energy, and clean air objectives.**

Everett Transit continues to work with other Puget Sound transportation agencies in implementing and updating smart card technology for fare payment and funding additional TDM efforts for employers implementing innovative trip reduction measures. Everett Transit continues its commitment to electrify its fleet as soon as feasible.

**a. Support the implementation of the State's Commute Trip Reduction (CTR) Law.**

- i. Support outreach activities to employer sites with staff, informational materials, and any other resources as available.
- ii. Assist employer site staff with meeting CTR reporting requirements including biannual employee surveys and annual reports.
- iii. Collaborate with transportation demand management organizations, agencies, and groups at local, regional, and state levels.

**b. Increase participation in the City's CTR program (Smart MOVE).**

- i. Continue to promote the use of alternative modes of commuting by City employees.
- ii. Continue to implement the expansion of the Smart MOVE program as resources allow.
- iii. Maintain the Smart MOVE program for all City employees. Expand the Smart MOVE program with additional marketing and promotions to targeted groups of employees that will increase the use of alternative modes of commuting.

## Local performance measures and targets

Everett Transit's condition assessment for equipment, facilities, and rolling stock reflects the same measurements included in Everett Transit's Transit Asset Management Plan (TAMP).

For equipment and facilities, a 5-point scale is used to reflect the condition of the asset, a rating system used in the Federal Transit Administration's Transit Economic Requirements Model: 5.0-Excellent; 4.0-Good; 3.0-Adequate; 2.0-Marginal; and 1.0-Poor.

For rolling stock (revenue vehicles), the Useful Life Benchmark (ULB) is used, and defined as the expected lifecycle of a capital asset for a transit provider's operating environment. ULB criteria are user defined, and for Everett Transit, consideration was given to the local environment, historical maintenance records, manufacturer guidelines, and the default asset ULB derived from the FTA. In most cases, an asset exceeding its ULB is a strong indicator that it may not be in a state of good repair.

Everett Transit's 2023 Transit Asset Management Plan had a State of Good Repair (SGR) target of 80%. Although Everett Transit fell short of its 80% SGR target in 2023, 14 new electric buses ordered in 2024 will bring the SGR above 80% by 2025. SGR for 2024 is currently at 76 percent.

Everett Transit's Safety Performance Targets, developed per the requirements of the Federal Transit Administration, demonstrate both percentage reduction and aspirational targets. Everett Transit's performance targets are shared with the Puget Sound Regional Council annually.

### 2023 Safety Performance Targets

**Estimated** Vehicle Revenue Miles (VRM) Fixed Route = 1,238,541 | **Estimated** VRM Paratransit = 366,672

| Mode of Service | Fatalities<br><i>Total</i> | Fatalities<br><i>per 100K VRM</i> | Injuries<br><i>Total</i> | Injuries<br><i>per 100K VRM</i> | Safety Events<br><i>Total</i> | Safety Events<br><i>Per 100K VRM</i> | *System Reliability |
|-----------------|----------------------------|-----------------------------------|--------------------------|---------------------------------|-------------------------------|--------------------------------------|---------------------|
| Fixed Route     | 0                          | 0                                 | 3                        | .24                             | 4                             | .32                                  | 10,000              |
| Paratransit     | 0                          | 0                                 | 1                        | .27                             | 2                             | .55                                  | 35,000              |

### 2023 Safety Performance Actual

**Actual** Vehicle Revenue Miles (VRM) Fixed Route = 1,196,444 | **Actual** VRM Paratransit = 366,516

| Mode of Service | Fatalities<br><i>Total</i> | Fatalities<br><i>per 100K VRM</i> | Injuries<br><i>Total</i> | Injuries<br><i>per 100K VRM</i> | Safety Events<br><i>Total</i> | Safety Events<br><i>Per 100K VRM</i> | System Reliability |
|-----------------|----------------------------|-----------------------------------|--------------------------|---------------------------------|-------------------------------|--------------------------------------|--------------------|
| Fixed Route     | 0                          | 0                                 | 2                        | .17                             | 6                             | .50                                  | 5,179              |
| Paratransit     | 0                          | 0                                 | 0                        | 0                               | 0                             | 0                                    | 30,543             |

### 2024 Safety Performance Targets

Estimated Vehicle Revenue Miles (VRM) Fixed Route = **1,210,541** | Estimate VRM Paratransit = **395,600**

| Mode of Service | Fatalities<br><i>Total</i> | Fatalities<br><i>per 100K VRM</i> | Injuries<br><i>Total</i> | Injuries<br><i>per 100K VRM</i> | Safety Events<br><i>Total</i> | Safety Events<br><i>Per 100K VRM</i> | System Reliability |
|-----------------|----------------------------|-----------------------------------|--------------------------|---------------------------------|-------------------------------|--------------------------------------|--------------------|
| Fixed Route     | 0                          | 0                                 | 1                        | .08                             | 5                             | .41                                  | 6,000              |
| Paratransit     | 0                          | 0                                 | 0                        | 0                               | .05                           | .013                                 | 34,000             |



## Plan consistency

Everett Transit's Transportation Development Plan is consistent with and supported by the City of Everett's Comprehensive Plan which is adopted by the City Council.

Projects are first programmed into the City of Everett's Transportation Improvement Program and presented to City Council.

Everett Transit is a member of the Seattle/Everett/Tacoma Urbanized Area (UZA) and as such falls under the metropolitan planning agency, the Puget Sound Regional Council (PSRC). Under the guidance of PSRC, grant funded projects are programmed into the State Transportation Improvement Program (STIP). For each project, STIP applications indicate the section of the comprehensive plan that supports it.

Planning and coordination efforts with regional transportation partners are facilitated at PSRC the Transit Operator's Committee (TOC) and the Regional Project Evaluation Committee (RPEC). Transit partners in the region work very closely with one another to achieve integration of services.

Specific coordination projects include the ongoing study of a consolidated system with Community Transit and coordination of design and installation of inductive charging at the Seaway Transit Center.

Consistency between Everett Transit and the City of Everett's comprehensive plan policies are demonstrated on multiple levels. Some of these shared goals include multi-modal connections at Everett Station, accessibility to bicyclists on Everett Transit buses, bicycle lockers, and the continued integration of land use and transportation planning.

## Planned Capital Expenses 2024-2029

| <b>Preservation</b>                           | 2024             | 2025              | 2026              | 2027             | 2028             | 2029             |
|---|------------------|-------------------|-------------------|------------------|------------------|------------------|
| Everett Station Preventative Maintenance      | 71,654           | 0                 | 80,968            | -                | -                | -                |
| Support Equipment Replacement                 | 35,692           | 271,525           | -                 | 51,877           | -                | 112,165          |
| <b>Improvements</b>                           |                  |                   |                   |                  |                  |                  |
| Fixed Route Fleet Replacement*#               |                  | 11,466,792        | 14,848,824        | 0                | 3,500,000        | 0                |
| Chargers/Electric Bus Infrastructure #        | 577,688          | 2,630,000         | 1,149,000         | 0                | 400,000          |                  |
| Paratransit Fleet Electric Replacement*       |                  | -                 | 639,744           | 0                | -                | -                |
| Charging Generator                            | 175,000          | 175,000 -         | 389,260           | 259,040          | -                | -                |
| Support Vehicle Replacement                   |                  |                   | -                 | -                | -                | 69,362           |
| Bus and Bus Facilities                        | -                | 129,720           | -                 | 223,125          | 223,125          | 223,125          |
| Everett Station Major Repairs                 | 2,348,962        | 1,593,762         | 1,234,550         | 3,676,900        | 654,800          | 500,000          |
| Everett Station Passenger Amenities           | 295,691          | 125,559           | 130,128           |                  | 105,938          | 105,938          |
| New Maintenance Facility Engineering & Design | -                | -                 | 1,984,375         | 1,984,375        | 1,984,375        | 1,984,375        |
| Safety Equipment                              | 50,000           | 80,968            | -                 | 100,000          | 100,000          |                  |
| Bus Shelters                                  | 500,000          | 125,000           | 103,543           | 132,578          | 129,429          | 223,125          |
| Mall Station Relocation                       |                  | 500,000           |                   |                  |                  |                  |
| NgORCA Upgrade                                | 40,000           | 40,000            | 40,000            | 40,000           | -                | -                |
| Bus AVL/APA/APC                               | 300,000          | -                 | -                 | -                | -                | -                |
| <b>Total Capital Expense</b>                  | <b>4,394,687</b> | <b>17,138,326</b> | <b>20,600,392</b> | <b>6,467,895</b> | <b>7,097,667</b> | <b>3,218,090</b> |

\* Transit buses are considered and improvement because we are buying all electric vehicles. Electric vehicle spending may include further charging capital investments.

# Pending appropriate funding in place.

## Planned Operating Changes 2024–2029

| 2024              |  |
|-------------------|--|
| <b>SERVICES</b>   | <ul style="list-style-type: none"> <li>• Service adjustments for schedule integrity and delivery optimization</li> <li>• Modeling of solutions for south Everett fixed-route service improvements</li> <li>• Long range plan development and system recalibration planning</li> </ul>  |
| <b>FACILITIES</b> | <ul style="list-style-type: none"> <li>• Completion of Everett Station elevator rehab project</li> <li>• Begin upgrade of fire alarm control panels</li> <li>• Complete installation of ADA enhancements at Everett Station</li> <li>• Begin design for new HVAC system at Everett Station</li> <li>• Install badge readers to exterior doors and Suite 200</li> <li>• Begin tree replacement project throughout Everett Station property</li> <li>• Complete Great Hall entrance remodel</li> <li>• Complete installation of electronic wayfinding signage at Everett Station</li> <li>• Relocation of Everett Mall Station in preparation for mall redevelopment</li> <li>• Upgrading more than 200 bus stops with grant funded seating</li> </ul> |
| <b>EQUIPMENT</b>  | <ul style="list-style-type: none"> <li>• Implement inductive charging at Eclipse Mill Park (Riverfront) and Operations Base</li> <li>• Ten inductive chargers commissioned at Operations Base</li> <li>• Installation of ten additional cabinet chargers at Operations for electric buses arriving in Q1 of 2025</li> <li>• Installation of Fast Charging Cabinet at Operations Base</li> <li>• Procurement of five reconditioned Gillig buses to offset parts and service challenges resulting from the Proterra bankruptcy proceedings</li> </ul>  |
| 2025              |  |
| <b>SERVICES</b>   | <ul style="list-style-type: none"> <li>• Service adjustments for schedule integrity and delivery optimization</li> <li>• Long range system recalibration planning</li> <li>• Begin use of en-route inductive charging to extend service range of the battery electric fleet</li> </ul>   |
| <b>FACILITIES</b> | <ul style="list-style-type: none"> <li>• Complete Great Hall improvements at Everett Station</li> <li>• Complete upgrade of fire alarm control panels</li> <li>• Begin installation of electronic wayfinding signate at College and Mall Stations</li> <li>• Continue Inductive charging infrastructure implementation at various field locations</li> <li>• Continue replacing passenger amenities to current standard</li> <li>• Complete relocation of Everett Mall Station with mall redeveloper</li> <li>• Begin replacement of Everett Station’s HVAC system</li> </ul>  |
| <b>EQUIPMENT</b>  | <ul style="list-style-type: none"> <li>• Begin replacement of on-board Integrated Technology Systems (ITS)</li> <li>• Install ORCA fare collection equipment in Paratransit fleet in preparation for integration with ORCA</li> <li>• Replacement of paratransit vehicles as needed</li> <li>• Install wire mesh shelters for passenger amenities</li> <li>• Replace fourteen fixed-route buses with electric buses</li> </ul>   |

| <b>2026</b>       |   |
|-------------------|---|
| <b>SERVICES</b>   | <ul style="list-style-type: none"> <li>• Service adjustments for schedule integrity and delivery optimization</li> <li>• Micro-transit pilot project contingent upon award of discretionary grant funding</li> <li>• Long Range system recalibration planning</li> </ul>  |
| <b>FACILITIES</b> | <ul style="list-style-type: none"> <li>• Expand electric bus chargers and infrastructure at the operations center</li> <li>• Complete upgrade of fire alarm control panels at Everett Station</li> <li>• Install electronic wayfinding signage at College Station and Mall Station</li> <li>• Rehabilitate sidewalks at Everett Station</li> <li>• Continue replacing passenger amenities to current standard</li> <li>• Complete replacement of HVAC system at Everett Station</li> <li>• Repair or replace granite walkway at Everett Station</li> <li>• Begin engineering and design for maintenance facility for electric vehicles</li> </ul> |
| <b>EQUIPMENT</b>  | <ul style="list-style-type: none"> <li>• Replace three paratransit vehicles if needed</li> </ul>  |
| <b>2027</b>       |   |
| <b>SERVICES</b>   | <ul style="list-style-type: none"> <li>• Fixed-route service adjustments for schedule integrity and delivery optimization</li> <li>• Implement extended Riverfront to Waterfront service</li> <li>• Continue micro-transit pilot project contingent upon award of discretionary grant funding</li> <li>• Long range system recalibration planning</li> </ul>  |
| <b>FACILITIES</b> | <ul style="list-style-type: none"> <li>• Replace Public Address system at Everett Station</li> <li>• Continue shelter replacements and bus stop improvements as identified</li> <li>• Continue engineering and design for maintenance facility for electric vehicles</li> </ul>   |
| <b>EQUIPMENT</b>  | <ul style="list-style-type: none"> <li>• Replace four fixed-route buses with electric buses</li> <li>• Replace four paratransit vehicles with electric buses if feasible</li> </ul>   |
| <b>2028</b>       |   |
| <b>SERVICES</b>   | <ul style="list-style-type: none"> <li>• Fixed-route service adjustments for schedule integrity and delivery optimization</li> <li>• Finalize specific system elements to complement Swift Gold Line</li> </ul>   |
| <b>FACILITIES</b> | <ul style="list-style-type: none"> <li>• Continue shelter replacements and bus stop improvements as identified</li> <li>• Continue engineering and design for maintenance facility for electric vehicles</li> </ul>   |
| <b>EQUIPMENT</b>  | <ul style="list-style-type: none"> <li>• Replace nine paratransit vehicles with electric if feasible</li> <li>• Replace four fixed-route buses with electric</li> </ul>   |
| <b>2029</b>       |   |
| <b>SERVICES</b>   | <ul style="list-style-type: none"> <li>• Fixed-route service adjustments for schedule integrity and delivery optimization.</li> <li>• Implement specific system elements to complement Swift Gold Line</li> </ul>   |
| <b>FACILITIES</b> | <ul style="list-style-type: none"> <li>• Everett Station replace lighting for Great Hall and Conference Center</li> <li>• Replace shelters at College Station</li> <li>• Continue engineering and design for maintenance facility for electric vehicles</li> </ul>  |
| <b>EQUIPMENT</b>  | <ul style="list-style-type: none"> <li>• Replace nine paratransit vehicles with electric if feasible</li> <li>• Replace three fixed-route buses with electric</li> </ul>  |

## Operating Data 2023–2029

| <b>Fixed-Route Services</b>    | <b>2023</b> | <b>2024</b> | <b>2025</b> | <b>2026</b> | <b>2027</b> | <b>2028</b> | <b>2029</b> |
|--------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Revenue Vehicle Hours          | 100,706     | 101,713     | 102,730     | 103,757     | 104,795     | 105,843     | 106,901     |
| Total Vehicle Hours            | 107,953     | 109,033     | 110,123     | 111,224     | 112,336     | 113,460     | 114,594     |
| Revenue Vehicle Miles          | 1,195,863   | 1,207,822   | 1,219,900   | 1,232,099   | 1,244,420   | 1,256,864   | 1,269,433   |
| Total Vehicle Miles            | 1,360,585   | 1,374,191   | 1,387,933   | 1,401,812   | 1,415,830   | 1,429,989   | 1,444,288   |
| Passenger Trips                | 1,329,885   | 1,343,184   | 1,356,616   | 1,478,711   | 1,597,008   | 1,708,799   | 1,828,414   |
| Fatalities                     | 0           | 0           | -           | -           | -           | -           | -           |
| Reportable Injuries            | .17         | .08         | -           | -           | -           | -           | -           |
| Collisions                     | .50         | .41         | -           | -           | -           | -           | -           |
| Diesel Fuel Consumed (gallons) | 220,672     | 180,951     | 148,380     | 121,671     | 99,771      | 81,812      | 67,086      |

| <b>Demand Response Services</b> | <b>2023</b> | <b>2024</b> | <b>2025</b> | <b>2026</b> | <b>2027</b> | <b>2028</b> | <b>2029</b> |
|---------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Revenue Vehicle Hours           | 32,043      | 35,888      | 37,683      | 39,567      | 41,545      | 43,622      | 45,803      |
| Total Vehicle Hours             | 34,778      | 38,951      | 40,899      | 42,944      | 45,091      | 47,346      | 49,713      |
| Revenue Vehicle Miles           | 366,516     | 410,498     | 431,023     | 452,574     | 475,203     | 498,963     | 523,911     |
| Total Vehicle Miles             | 411,234     | 460,582     | 483,611     | 507,792     | 533,181     | 559,840     | 587,832     |
| Passenger Trips                 | 75,085      | 84,095      | 88,300      | 92,715      | 97,351      | 102,218     | 107,329     |
| Fatalities                      | 0           | 0           | -           | -           | -           | -           | -           |
| Reportable Injuries             | 0           | 0           | -           | -           | -           | -           | -           |
| Collisions                      | 0           | .013        | -           | -           | -           | -           | -           |
| Gasoline Consumed               | 67,371      | 74,782      | 83,008      | 89,648      | 95,027      | 100,729     | 106,773     |

# Multiyear Financial Plan 2023–2029

|   | 2023              | 2024              | 2025              | 2026              | 2027              | 2028              | 2029              |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <b>Operating Revenue and Expenditures</b> | <b>Actuals</b>    | <b>Estimated</b>  | <b>Estimated</b>  | <b>Estimated</b>  | <b>Estimated</b>  | <b>Estimated</b>  | <b>Estimated</b>  |
| Beginning Balance - January 1,            | 28,046,116        | 32,624,831        | 20,583,506        | 17,226,952        | 13,325,083        | 10,073,795        | 8,126,281         |
| Operational Reserve (1)                   | 5,000,000         | 5,000,000         | 6,866,500         | 6,866,500         | 6,866,500         | 6,866,500         | 6,866,500         |
| <b>Revenues</b>                           |                   |                   |                   |                   |                   |                   |                   |
| Sales Tax (2)                             | 27,673,938        | 25,998,652        | 27,046,298        | 28,136,160        | 29,269,940        | 30,449,406        | 31,676,400        |
| Farebox (3)                               | 1,077,850         | 972,274           | 1,236,615         | 1,279,897         | 1,324,693         | 1,371,057         | 1,419,044         |
| FTA Preventive Maintenance (4)            | 969,132           | 940,954           | 1,688,582         | 1,234,175         | 1,492,224         | 1,361,057         | 1,317,335         |
| State Operating Grants (5)                | 3,177,894         | 3,533,164         | 3,656,825         | 3,784,814         | 3,860,510         | 3,937,720         | 3,996,786         |
| Everett Station (6)                       | 1,124,205         | 974,348           | 1,018,194         | 1,053,830         | 1,074,907         | 1,096,405         | 1,112,851         |
| Other (7)                                 | 1,312,940         | 525,501           | 539,690           | 553,452           | 567,067           | 580,733           | 594,554           |
| <b>Total Operating Revenues</b>           | <b>35,335,959</b> | <b>32,944,893</b> | <b>35,186,203</b> | <b>36,042,328</b> | <b>37,589,340</b> | <b>38,796,378</b> | <b>40,116,970</b> |
| <b>Expenditures</b>                       |                   |                   |                   |                   |                   |                   |                   |
| Fixed Route-P&M (A)                       | 17,829,132        | 19,419,488        | 19,943,814        | 20,452,381        | 20,955,510        | 21,460,538        | 21,971,299        |
| SWIFT BRT Tax Share (B)                   | 2,302,406         | 2,166,554         | 2,253,858         | 2,344,680         | 2,439,162         | 2,537,450         | 2,639,700         |
| Paratransit ADA-P&M (A)                   | 3,972,515         | 4,715,819         | 4,843,146         | 4,966,647         | 5,088,827         | 5,211,468         | 5,335,501         |
| Everett Station (A)                       | 1,863,145         | 2,490,567         | 2,557,812         | 2,623,037         | 2,687,564         | 2,752,334         | 2,817,840         |
| Administrative Expense (A)                | 2,861,396         | 4,327,290         | 4,444,127         | 4,557,452         | 4,669,565         | 4,782,102         | 4,895,916         |
| Transfer to Capital Reserve (C)           | -                 | 10,000,000        | 4,500,000         | 5,000,000         | 5,000,000         | 4,000,000         | 2,000,000         |
| Transfer to Operations Reserve (D)        | -                 | 1,866,500         | -                 | -                 | -                 | -                 | -                 |
| <b>Total Expenses</b>                     | <b>28,828,593</b> | <b>44,986,218</b> | <b>38,542,757</b> | <b>39,944,197</b> | <b>40,840,628</b> | <b>40,743,892</b> | <b>39,660,256</b> |
| <b>Ending Balance - December 31,</b>      | <b>34,553,482</b> | <b>20,583,506</b> | <b>17,226,952</b> | <b>13,325,083</b> | <b>10,073,795</b> | <b>8,126,281</b>  | <b>8,582,996</b>  |
|   | 2023              | 2024              | 2025              | 2026              | 2027              | 2028              | 2029              |
| <b>Capital Revenue and Expenditures</b>   | <b>Actuals</b>    | <b>Estimated</b>  | <b>Estimated</b>  | <b>Estimated</b>  | <b>Estimated</b>  | <b>Estimated</b>  | <b>Estimated</b>  |
| Beginning Balance January 1,              | 6,640,512         | 4,288,236         | 1,840,676         | 5,466,900         | 3,422,314         | 3,147,713         | 1,003,558         |
| Fleet Reserve                             | -                 | 10,000,000        | 10,000,000        | 10,000,000        | 10,000,000        | 10,000,000        | 10,000,000        |
| <b>Revenue</b>                            |                   |                   |                   |                   |                   |                   |                   |
| Federal Sec.5307 Grants                   | 8,076,542         | 915,787           | 64,774            | 1,573,203         | 1,087,232         | 868,762           | 868,762           |
| Federal Sec.5339 Grants                   | 881,731           | -                 | 103,776           | 103,543           | 106,062           | 84,750            | 84,750            |
| FTA Congressional Funding                 | -                 | -                 | 4,600,000         | -                 | -                 | -                 | -                 |
| State Capital Grant - WSDOT               | 271,449           | -                 | 11,496,000        | 11,879,059        | -                 | -                 | -                 |
| Transfer From Operating                   | -                 | 10,000,000        | 4,500,000         | 5,000,000         | 5,000,000         | 4,000,000         | 2,000,000         |
| VW Settlement                             | 909,275           | 1,031,340         | -                 | -                 | -                 | -                 | -                 |
| <b>Total Available</b>                    | <b>10,138,996</b> | <b>11,947,127</b> | <b>20,764,550</b> | <b>18,555,805</b> | <b>6,193,294</b>  | <b>4,953,512</b>  | <b>2,953,512</b>  |
| <b>Expenditures</b>                       |                   |                   |                   |                   |                   |                   |                   |
| Fixed Route Fleet Replacement             | 9,458,250         | -                 | 11,466,792        | 14,848,824        | -                 | 3,500,000         | -                 |
| Chargers/Electric Bus Infrastructure      | 1,592,817         | 577,688           | 2,630,000         | 1,149,000         | -                 | 400,000           | -                 |
| Paratransit Fleet Electric Replacement    | -                 | -                 | -                 | 639,744           | -                 | -                 | -                 |
| Charging Generator                        | 286,566           | 175,000           | 175,000           | 389,260           | 259,040           | -                 | -                 |
| Support Equipment Replacement             | -                 | 35,692            | 271,525           | -                 | 51,877            | -                 | 112,165           |
| Support Vehicle Replacement               | -                 | -                 | -                 | -                 | -                 | -                 | 69,362            |
| Bus and Bus Facilities                    | -                 | -                 | 129,720           | -                 | 223,125           | 223,125           | 223,125           |
| Everett Station Major Repairs             | -                 | 2,348,962         | 1,593,762         | 1,234,550         | 3,676,900         | 654,800           | 500,000           |
| Everett Station Great Hall                | 202,091           | -                 | -                 | -                 | -                 | -                 | -                 |
| Everett Station Lighting Upgrades         | 72,706            | -                 | -                 | -                 | -                 | -                 | -                 |
| Everett Station Passenger Amenities       | -                 | 295,691           | 125,559           | 130,128           | -                 | 105,938           | 105,938           |
| Everett Station Preventative Maint.       | -                 | 71,654            | -                 | 80,968            | -                 | -                 | -                 |
| New Maintenance Facility Engineering      | -                 | -                 | -                 | 1,984,375         | 1,984,375         | 1,984,375         | 1,984,375         |
| Safety Equipment                          | -                 | 50,000            | 80,968            | -                 | 100,000           | 100,000           | -                 |
| Bus Shelters                              | -                 | 500,000           | 125,000           | 103,543           | 132,578           | 129,429           | 223,125           |
| Mall Station Relocation                   | -                 | -                 | 500,000           | -                 | -                 | -                 | -                 |
| NgORCA Upgrade                            | 176,577           | 40,000            | 40,000            | 40,000            | 40,000            | -                 | -                 |
| Bus AVL/APA/APC                           | 702,265           | 300,000           | -                 | -                 | -                 | -                 | -                 |
| <b>Total Capital Obligations</b>          | <b>12,491,272</b> | <b>4,394,687</b>  | <b>17,138,326</b> | <b>20,600,392</b> | <b>6,467,895</b>  | <b>7,097,667</b>  | <b>3,218,090</b>  |
| <b>Ending Balance - December 31,</b>      | <b>4,288,236</b>  | <b>1,840,676</b>  | <b>5,466,900</b>  | <b>3,422,314</b>  | <b>3,147,713</b>  | <b>1,003,558</b>  | <b>738,980</b>    |

## Multiyear financial plan footnotes

1. Operations reserve set aside for potential loss in sales tax revenue as seen in 2008-2009.
  2. Sales tax projections are from a prior long-term projection which has been accurate for the past few years.
  3. Fare revenues are recovering from pandemic lows. However, free youth fares and low-income fares have affected revenues.
  4. The application of FTA formula grant funds is included in FTA preventive maintenance for the years 2023-2029.
  5. Note that in November 2024, there will be an election on Initiative I-2117 which may cut this funding by approximately 59%. If so, additional revenue and/or cuts in service should be considered in 2025.
  6. Everett Station is expected to have a slow revenue recovery.
  7. Other investments, advertising, and miscellaneous revenue.
- 
- A. Costs are expected to increase at the rate of inflation as projected by the Federal Reserve on 4-10-2024.
  - B. Everett Transit and Community Transit entered into an interlocal agreement in December 2007 to share sales and use tax at 0.005% of sales and use activity in the City of Everett. This agreement has been extended on an annual basis. This tax share therefore fluctuates according to sales and use activity as projected in sales tax (1).
  - C. Transfers are made from operating reserves to capital reserves as required for local match of anticipated federal grant funds. Additionally, we will establish a \$10,000,000 fleet replacement reserve in 2024.
  - D. We currently have a \$6,866,500 operational reserve after an increase in 2024, as projected in the prior TDP.
- 
- #. The new maintenance facility project will require additional funds that have not been secured yet. The projected funds are 80% of the project funding from state/federal sources.

\* ET has adopted Resolution 5513 that requires a fund balance of 20% of operating revenues. This resolution applies specifically to general government but governs ET budget projections. Section X keeps projections above that target.

## Projects of Regional Significance

Everett Transit has partnered with Community Transit since 2009 in support of Bus Rapid Transit in the City of Everett. In 2023, Everett Transit contributed approximately \$2M in capital funding for support of the Swift Blue Line.

Specific projects involving regional coordination include the ongoing study of a consolidated system with Community Transit and coordination of design and installation of inductive charging in at the Seaway Transit Center.

In addition, Community Transit will coordinate with the City of Everett on the design of the Swift Gold line in Everett.

For the future Everett Link Extension, there will be ongoing planning and coordination with Sound Transit and regional stakeholders on alignment, station placement, and design as part of Sound Transit's DEIS process.

Regionally significant improvements at Everett Station include ADA upgrades of restrooms, the addition of a wheelchair charging station, upgrades to the elevator cabs, and electronic way-finding installations.



## Appendices

# System Map 2023



# WSDOT Public Transportation Management System

Agency: Everett Transit as of 12/31/2023

Inventory year: 2023

## Owned Equipment Inventory

Support vehicles and equipment with an acquisition value greater than \$50,000.

| No. | Eqpmt. Code | Equipment description                            | Condition (points) | Age (years) | Remaining useful life(years) | Replacement cost (\$) | Comments                |
|-----|-------------|--|--------------------|-------------|------------------------------|-----------------------|-------------------------|
| 1   | 5           | 2010 TOYOTA PRIUS II                             | 3.50               | 13          | 2                            | \$50,000              | VIN: JTDKN3DU9A0116212  |
| 2   | 5           | 2011 Dodge Caravan                               | 3.50               | 12          | 3                            | \$50,000              | VIN: 2D4RN4DG5BR718479  |
| 3   | 5           | 2011 Dodge Caravan                               | 3.50               | 12          | 3                            | \$50,000              | VIN: 2D4RN4DG5BR718480  |
| 4   | 5           | 2017 Ford F450 XL REG X2                         | 3.80               | 6           | 9                            | \$80,000              | VIN: 1FDUF4GY6HEB37716  |
| 5   | 5           | 2023 Club Car Carryall Flatbed                   | 5.00               | 0           | 15                           | \$27,000              | VIN: 5J5L726B3PA426751  |
| 6   | 5           | 2023 Club Car Carryall Flatbed                   | 5.00               | 0           | 15                           | \$27,000              | VIN: 5J5L726B4PA426760  |
| 7   | 5           | 2011 FORD ESCAPE HYBRID                          | 3.50               | 12          | 3                            | \$40,000              | VIN: 1FMCU5K3XBKA1553   |
| 8   | 5           | 2008 FORD F350 POWERSTROKE DIESEL                | 2.25               | 15          | 0                            | \$82,500              | VIN: 1FTWX30528EB26037  |
| 9   | 5           | 2017 FORD ESCAPE                                 | 4.25               | 6           | 9                            | \$40,000              | VIN: 1FTMCU9GD5HUB45842 |
| 10  | 5           | 2018 Ford Police Interceptor Utility             | 3.75               | 5           | 10                           | \$55,000              | VIN: 1FM5K8AR3JGC18210  |
| 11  | 5           | 2018 Ford Police Interceptor Utility             | 4.00               | 5           | 10                           | \$55,000              | VIN: 1FM5K8AR5JGC18211  |
| 12  | 5           | 2019 DODGE 3500 HD PICK-UP TRUCK                 | 4.00               | 4           | 11                           | \$82,500              | VIN: 1GNFH15T161225467  |
| 13  | 5           | 2022 Ford Mustang MachE electric SUV             | 5.00               | 1           | 14                           | \$56,000              | VIN: 3FMTK1SS9NMA25264  |
| 14  | 5           | 2023 Ford Escape SE AWD                          | 5.00               | 0           | 15                           | \$40,000              | VIN: 1FMCU9G64NUB52052  |
| 15  | 11          | 2010 Ford E450 SD CUT BUS                        | 3.00               | 13          | 0                            | \$200,000             | VIN: 1FD4E4FS1ADA78921  |
| 16  | 15          | CUMMINS 600DFGB - GENERATOR                      | 2.75               | 31          | 0                            | \$285,000             | SN: J910426848          |
| 17  | 9           | HYSTER H50XT FORKLIFT                            | 4.60               | 2           | 19                           | \$30,000              | SN: A380V11339V         |
| 18  | 9           | DAEWOO GC25E-3 - FORKLIFT                        | 3.75               | 17          | 4                            | \$30,000              | VIN: FQ-00524           |
| 19  | 9           | ALUM-LINE TRAILER                                | 3.40               | 14          | 7                            | \$30,000              | VIN: 1A9FB142692241881  |
| 20  | 9           | HYDRO T3500 - PRESSURE WASHER ON TRAILER         | 2.75               | 28          | 0                            | \$34,000              | VIN: 1H9CSC155S1120854  |
| 21  | 9           | HONDA GX390 - TRUCK MOUNT PRESSURE WASHER        | 2.90               | 17          | 0                            | \$15,000              | VIN: FCANK-1125007      |
| 22  | 15          | CUMMINGS 500KW Trailer Mounted Generator         | 5.00               | 1           | 19                           | \$300,000             | VIN: K220172522         |
| 23  | 15          | Proterra PCS & Dispenser Depot Level Bus Charger | 3.75               | 5           | 5                            | \$60,000              | E030058 (Shop Charger)  |
| 24  | 15          | Proterra PCS & Dispenser Depot Level Bus Charger | 3.75               | 5           | 5                            | \$60,000              | E030057                 |
| 25  | 15          | Proterra PCS & Dispenser Depot Level Bus Charger | 3.75               | 5           | 5                            | \$60,000              | E030052                 |
| 26  | 15          | Proterra PCS & Dispenser Depot Level Bus Charger | 3.75               | 5           | 5                            | \$60,000              | E030050                 |
| 27  | 15          | Proterra PCS & Dispenser Depot Level Bus Charger | 3.75               | 5           | 5                            | \$60,000              | E030053                 |

|    |    |   |      |   |    |          |                              |
|----|----|---|------|---|----|----------|------------------------------|
| 28 | 15 | Proterra PCS & Dispenser Depot Level Bus Charger  | 3.90 | 4 | 6  | \$65,000 | E030228                      |
| 29 | 15 | Proterra PCS & Dispenser Depot Level Bus Charger  | 3.90 | 4 | 6  | \$65,000 | E030224                      |
| 30 | 15 | Proterra PCS & Dispenser Depot Level Bus Charger  | 3.90 | 4 | 6  | \$65,000 | E030206                      |
| 31 | 15 | Proterra PCS & Dispenser Depot Level Bus Charger  | 4.00 | 3 | 7  | \$70,000 | E030348                      |
| 32 | 15 | Proterra PCS & Dispenser Depot Level Bus Charger  | 4.00 | 3 | 7  | \$70,000 | E030389                      |
| 33 | 15 | ChargePoint Express CPE250 EVSE Bus Charger       | 4.80 | 1 | 9  | \$70,000 | 210515001306                 |
| 34 | 15 | ChargePoint Express CPE250 EVSE Bus Charger       | 5.00 | 0 | 10 | \$70,000 | 231715006705                 |
| 35 | 15 | ChargePoint Express CPE250 EVSE Bus Charger       | 4.80 | 1 | 9  | \$70,000 | 210515001308                 |
| 36 | 15 | ChargePoint Express CPE250 EVSE Bus Charger       | 4.80 | 1 | 9  | \$70,000 | 210515001307                 |
| 37 | 15 | ChargePoint CPF-50 powershare 50A vehicle charger | 5.00 | 0 | 10 | \$15,000 | 220641015057 (MachE Charger) |
| 38 | 15 | Chargepoint CPF-50 powershare 50A vehicle charger | 5.00 | 0 | 10 | \$15,000 | 220641014911 (MachE Charger) |

## Owned Facility Inventory

Facilities with a replacement value of \$25,000 or greater.

| No. | Facility code | Facility name                 | Condition (points) | Age (year) | Remaining useful life | Replacement cost (\$) | Comments  |
|-----|---------------|-------------------------------|--------------------|------------|-----------------------|-----------------------|---|
| 1   | 9             | 90 STALL PARK AND RIDE (2021) | 5.00               | 2          | 23                    | \$1,361,250           | 35th and Smith; Everett Station commuter parking lot  |
| 2   | 6             | MALL STATION (2005)           | 4.25               | 18         | 22                    | \$313,206             | 1330 SE Everett Mall Way  |
| 3   | 6             | COLLEGE STATION (2006)        | 4.25               | 17         | 23                    | \$3,845,318           | 2200 Tower Street; Transit Station  |
| 4   | 6             | BRT NORTH TERMINAL (2009)     | 4.40               | 14         | 6                     | \$270,072             | 3301 Smith Avenue; Bus rapid transit terminal   |
| 5   | 11            | MAINTENANCE CENTER            | 3.75               | 59         | 0                     | \$1,668,416           | 3227 Cedar Street: Serves as the Administrative and Operations Headquarters for transit service |
| 6   | 17            | EVERETT STATION (2002)        | 4.25               | 21         | 29                    | \$38,708,773          | 3201 Smith: Multi-modal facility  |
| 7   | 19            | BUS LOT @ OPERATIONS CENTER   | 4.00               | 32         | 0                     | \$1,675,353           | 3225 Cedar Street: Fixed route coach and paransit vehicle parking                               |
| 8   | 23            | OPERATIONS CENTER             | 4.00               | 51         | 0                     | \$2,481,688           | 3225 Cedar Street: Serves as the Administrative and Operations Headquarters for transit service |
| 9   | 24            | CASINO COMFORT STATION        | 3.80               | 14         | 11                    | \$43,500              | Casino Road: Driver's break station   |

# Owned Rolling Stock Inventory and Verification of Continued Use

Revenue vehicles used in providing public transportation, including vehicles used for carrying passengers on fare-free services.

| No. | Year | Make/model           | Vehicle code | Vehicle identification number (VIN) | Agency vehicle number | Actual life odometer | Meets financial needs of SGR? Yes/no | Is the vehicle safe? Yes/no | Agency's ULB (Year) | Agency's ULB (Miles) | Maintenance current? Yes/no | Performs its designed function? Yes/no | Replacement cost (\$) | Planned replacement year | Planned replacement fuel type | ADA access? Yes/no | Seating capacity | Fuel type | WSDOT title? Yes/no |
|-----|------|----------------------|--------------|-------------------------------------|-----------------------|----------------------|--------------------------------------|-----------------------------|---------------------|----------------------|-----------------------------|--|-----------------------|--------------------------|-------------------------------|--------------------|------------------|-----------|---------------------|
| 1   | 2001 | ORION V BUS MARK V   | 1            | 1VHAH3H2316501715                   | <b>B0112</b>          | 630,923              | Yes                                  | Yes                         | 15                  | 500,000              | Yes                         | Yes                                    | 1,100,000             | 2023                     | Electric                      | Yes                | 43+2             | D         | NO                  |
| 2   | 2001 | ORION V BUS MARK V   | 1            | 1VHAH3H2716501717                   | <b>B0114</b>          | 658,784              | Yes                                  | Yes                         | 15                  | 500,000              | Yes                         | Yes                                    | 1,100,000             | 2023                     | Electric                      | Yes                | 43+2             | D         | NO                  |
| 3   | 2001 | ORION V BUS MARK V   | 1            | 1VHAH3H2716501720                   | <b>B0117</b>          | 635,359              | Yes                                  | Yes                         | 15                  | 500,000              | Yes                         | Yes                                    | 1,100,000             | 2023                     | Electric                      | Yes                | 43+2             | D         | NO                  |
| 4   | 2002 | ORION V BUS MARK V   | 1            | 1VHAH3H2926501879                   | <b>B0119</b>          | 639,545              | Yes                                  | Yes                         | 15                  | 500,000              | Yes                         | Yes                                    | 1,100,000             | 2023                     | Electric                      | Yes                | 43+2             | D         | NO                  |
| 5   | 2002 | ORION V BUS MARK V   | 1            | 1VHAH3H2926501896                   | <b>B0121</b>          | 797,686              | Yes                                  | Yes                         | 15                  | 500,000              | Yes                         | Yes                                    | 1,100,000             | 2023                     | Electric                      | Yes                | 43+2             | D         | NO                  |
| 6   | 2007 | GILLIG BUS 40 FT     | 1            | 15GGD211771078486                   | <b>B0200</b>          | 649,088              | Yes                                  | Yes                         | 15                  | 500,000              | Yes                         | Yes                                    | 1,300,000             | 2025                     | Electric                      | Yes                | 38+2             | D         | NO                  |
| 7   | 2007 | GILLIG BUS 40 FT     | 1            | 15GGD211971078487                   | <b>B0201</b>          | 665,615              | Yes                                  | Yes                         | 15                  | 500,000              | Yes                         | Yes                                    | 1,300,000             | 2025                     | Electric                      | Yes                | 38+2             | D         | NO                  |
| 8   | 2007 | GILLIG BUS 40 FT     | 1            | 15GGD211071078488                   | <b>B0202</b>          | 635,781              | Yes                                  | Yes                         | 15                  | 500,000              | Yes                         | Yes                                    | 1,300,000             | 2025                     | Electric                      | Yes                | 38+2             | D         | NO                  |
| 9   | 2007 | GILLIG BUS 40 FT     | 1            | 15GGD211271078489                   | <b>B0203</b>          | 653,503              | Yes                                  | Yes                         | 15                  | 500,000              | Yes                         | Yes                                    | 1,300,000             | 2025                     | Electric                      | Yes                | 38+2             | D         | NO                  |
| 10  | 2012 | GILLIG BUS 40 FT     | 1            | 15GGD2715C1180449                   | <b>B0204</b>          | 401,101              | Yes                                  | Yes                         | 15                  | 500,000              | Yes                         | Yes                                    | 1,500,000             | 2028                     | Electric                      | Yes                | 38+2             | D         | NO                  |
| 11  | 2012 | GILLIG BUS 40 FT     | 1            | 15GGD2711C1180450                   | <b>B0205</b>          | 445,683              | Yes                                  | Yes                         | 15                  | 500,000              | Yes                         | Yes                                    | 1,500,000             | 2028                     | Electric                      | Yes                | 38+2             | D         | NO                  |
| 12  | 2006 | GILLIG BUS 35 FT     | 2            | 15GGB211761076824                   | <b>B0301</b>          | 839,928              | Yes                                  | Yes                         | 15                  | 500,000              | Yes                         | Yes                                    | 1,300,000             | 2025                     | Electric                      | Yes                | 32+2             | D         | NO                  |
| 13  | 2006 | GILLIG BUS 35 FT     | 2            | 15GGB211961076825                   | <b>B0302</b>          | 796,580              | Yes                                  | Yes                         | 15                  | 500,000              | Yes                         | Yes                                    | 1,300,000             | 2025                     | Electric                      | Yes                | 32+2             | D         | NO                  |
| 14  | 2006 | GILLIG BUS 35 FT     | 2            | 15GGB211061076826                   | <b>B0303</b>          | 804,681              | Yes                                  | Yes                         | 15                  | 500,000              | Yes                         | Yes                                    | 1,100,000             | 2023                     | Electric                      | Yes                | 32+2             | D         | NO                  |
| 15  | 2006 | GILLIG BUS 35 FT     | 2            | 15GGB211261076827                   | <b>B0304</b>          | 802,890              | Yes                                  | Yes                         | 15                  | 500,000              | Yes                         | Yes                                    | 1,300,000             | 2025                     | Electric                      | Yes                | 32+2             | D         | NO                  |
| 16  | 2006 | GILLIG BUS 35 FT     | 2            | 15GGB211461076828                   | <b>B0305</b>          | 826,578              | Yes                                  | Yes                         | 15                  | 500,000              | Yes                         | Yes                                    | 1,300,000             | 2025                     | Electric                      | Yes                | 32+2             | D         | NO                  |
| 17  | 2006 | GILLIG BUS 35 FT     | 2            | 15GGB211261076830                   | <b>B0307</b>          | 776,456              | Yes                                  | Yes                         | 15                  | 500,000              | Yes                         | Yes                                    | 1,300,000             | 2025                     | Electric                      | Yes                | 32+2             | D         | NO                  |
| 18  | 2006 | GILLIG BUS 35 FT     | 2            | 15GGB211461076831                   | <b>B0308</b>          | 722,804              | Yes                                  | Yes                         | 15                  | 500,000              | Yes                         | Yes                                    | 1,300,000             | 2025                     | Electric                      | Yes                | 32+2             | D         | NO                  |
| 19  | 2009 | GILLIG BUS 40 FT BRT | 1            | 15GGD301791176265                   | <b>B0500</b>          | 541,928              | Yes                                  | Yes                         | 15                  | 500,000              | Yes                         | Yes                                    | 1,400,000             | 2027                     | Electric                      | Yes                | 36+2             | DH        | NO                  |

|    |      |                           |   |                   |              |         |     |     |    |         |     |     |           |      |          |     |      |    |     |
|----|------|---------------------------|---|-------------------|--------------|---------|-----|-----|----|---------|-----|-----|-----------|------|----------|-----|------|----|-----|
| 20 | 2009 | GILLIG BUS 40 FT BRT      | 1 | 15GGD301991176266 | <b>B0501</b> | 558,843 | Yes | Yes | 15 | 500,000 | Yes | Yes | 1,400,000 | 2027 | Electric | Yes | 36+2 | DH | NO  |
| 21 | 2009 | GILLIG BUS 40 FT BRT      | 1 | 15GGD301091176267 | <b>B0502</b> | 596,636 | Yes | Yes | 15 | 500,000 | Yes | Yes | 1,400,000 | 2027 | Electric | Yes | 36+2 | DH | NO  |
| 22 | 2013 | GILLIG BUS 40 FT BRT      | 1 | 15GGD3014D1181836 | <b>B0503</b> | 442,577 | Yes | Yes | 15 | 500,000 | Yes | Yes | 1,500,000 | 2028 | Electric | Yes | 36+2 | DH | NO  |
| 23 | 2013 | GILLIG BUS 40 FT BRT      | 1 | 15GGD3016D1181837 | <b>B0504</b> | 396,689 | Yes | Yes | 15 | 500,000 | Yes | Yes | 1,500,000 | 2028 | Electric | Yes | 36+2 | DH | NO  |
| 24 | 2013 | GILLIG BUS 40 FT BRT      | 1 | 15GGD3018D1181838 | <b>B0505</b> | 436,832 | Yes | Yes | 15 | 500,000 | Yes | Yes | 1,500,000 | 2028 | Electric | Yes | 36+2 | DH | NO  |
| 25 | 2013 | GILLIG BUS 40 FT BRT      | 1 | 15GGD301XD1181839 | <b>B0506</b> | 411,895 | Yes | Yes | 15 | 500,000 | Yes | Yes | 1,500,000 | 2028 | Electric | Yes | 36+2 | DH | NO  |
| 26 | 2013 | GILLIG BUS 40 FT BRT      | 1 | 15GGD3016D1181840 | <b>B0507</b> | 419,429 | Yes | Yes | 15 | 500,000 | Yes | Yes | 1,500,000 | 2028 | Electric | Yes | 36+2 | DH | NO  |
| 27 | 2013 | GILLIG BUS 40 FT BRT      | 1 | 15GGD3018D1181841 | <b>B0508</b> | 409,830 | Yes | Yes | 15 | 500,000 | Yes | Yes | 1,500,000 | 2028 | Electric | Yes | 36+2 | DH | NO  |
| 28 | 2013 | GILLIG BUS 40 FT BRT      | 1 | 15GGD301XD1181842 | <b>B0509</b> | 456,213 | Yes | Yes | 15 | 500,000 | Yes | Yes | 1,500,000 | 2028 | Electric | Yes | 36+2 | DH | NO  |
| 29 | 2018 | PROTERRA CATALYST E2      | 1 | 1M9TH16J2JL816247 | <b>B0700</b> | 108,643 | Yes | Yes | 12 | 500,000 | Yes | Yes | 1,700,000 | 2030 | Electric | Yes | 31+2 | E  | NO  |
| 30 | 2018 | PROTERRA CATALYST E2      | 1 | 1M9TH16J6JL816249 | <b>B0701</b> | 102,268 | Yes | Yes | 12 | 500,000 | Yes | Yes | 1,700,000 | 2030 | Electric | Yes | 31+2 | E  | NO  |
| 31 | 2018 | PROTERRA CATALYST E2      | 1 | 1M9TH16J3JL816242 | <b>B0702</b> | 67,817  | Yes | Yes | 12 | 500,000 | Yes | Yes | 1,700,000 | 2030 | Electric | Yes | 31+2 | E  | NO  |
| 32 | 2018 | PROTERRA CATALYST E2      | 1 | 1M9TH16J7JL816244 | <b>B0703</b> | 96,872  | Yes | Yes | 12 | 500,000 | Yes | Yes | 1,700,000 | 2030 | Electric | Yes | 31+2 | E  | NO  |
| 33 | 2019 | PROTERRA CATALYST E2      | 1 | 1M9TH16J5KL816406 | <b>B0704</b> | 110,387 | Yes | Yes | 12 | 500,000 | Yes | Yes | 1,800,000 | 2031 | Electric | Yes | 31+2 | E  | YES |
| 34 | 2019 | PROTERRA CATALYST E2      | 1 | 1M9TH16J7KL816407 | <b>B0705</b> | 94,767  | Yes | Yes | 12 | 500,000 | Yes | Yes | 1,800,000 | 2031 | Electric | Yes | 31+2 | E  | YES |
| 35 | 2019 | PROTERRA CATALYST E2      | 1 | 1M9TH16J9KL816408 | <b>B0706</b> | 96,053  | Yes | Yes | 12 | 500,000 | Yes | Yes | 1,800,000 | 2031 | Electric | Yes | 31+2 | E  | YES |
| 36 | 2020 | PROTERRA ZX5 HERON        | 1 | 7JZTH13J7LL000324 | <b>B0707</b> | 63,810  | Yes | Yes | 12 | 500,000 | Yes | Yes | 1,900,000 | 2032 | Electric | Yes | 31+2 | E  | NO  |
| 37 | 2020 | PROTERRA ZX5 HERON        | 1 | 7JZTH13J9LL000325 | <b>B0708</b> | 41,577  | Yes | Yes | 12 | 500,000 | Yes | Yes | 1,900,000 | 2032 | Electric | Yes | 31+2 | E  | NO  |
| 38 | 2022 | GILLIG ELECTRIC BUS 35 FT | 2 | 15GGB281XN3197422 | <b>B0730</b> | 23,060  | Yes | Yes | 12 | 500,000 | Yes | Yes | 2,200,000 | 2034 | Electric | Yes | 29+2 | E  | NO  |
| 39 | 2022 | GILLIG ELECTRIC BUS 35 FT | 2 | 15GGB2811N3197423 | <b>B0731</b> | 17,587  | Yes | Yes | 12 | 500,000 | Yes | Yes | 2,200,000 | 2034 | Electric | Yes | 29+2 | E  | NO  |
| 40 | 2022 | GILLIG ELECTRIC BUS 35 FT | 2 | 15GGB2813N3197424 | <b>B0732</b> | 22,874  | Yes | Yes | 12 | 500,000 | Yes | Yes | 2,200,000 | 2034 | Electric | Yes | 29+2 | E  | NO  |
| 41 | 2022 | GILLIG ELECTRIC BUS 40 FT | 1 | 15GGD2818N3197381 | <b>B0740</b> | 18,845  | Yes | Yes | 12 | 500,000 | Yes | Yes | 2,200,000 | 2034 | Electric | Yes | 35+2 | E  | NO  |
| 42 | 2022 | GILLIG ELECTRIC BUS 40 FT | 1 | 15GGD281XN3197382 | <b>B0741</b> | 16,976  | Yes | Yes | 12 | 500,000 | Yes | Yes | 2,200,000 | 2034 | Electric | Yes | 35+2 | E  | NO  |
| 43 | 2022 | GILLIG ELECTRIC BUS 40 FT | 1 | 15GGD2811N3197383 | <b>B0742</b> | 11,049  | Yes | Yes | 12 | 500,000 | Yes | Yes | 2,200,000 | 2034 | Electric | Yes | 35+2 | E  | NO  |

|    |      |                           |    |                   |              |         |     |     |    |         |     |     |           |      |          |     |      |   |    |
|----|------|---------------------------|----|-------------------|--------------|---------|-----|-----|----|---------|-----|-----|-----------|------|----------|-----|------|---|----|
| 44 | 2022 | GILLIG ELECTRIC BUS 40 FT | 1  | 15GGD2813N3197384 | <b>B0743</b> | 13,474  | Yes | Yes | 12 | 500,000 | Yes | Yes | 2,200,000 | 2034 | Electric | Yes | 35+2 | E | NO |
| 45 | 2022 | GILLIG ELECTRIC BUS 40 FT | 1  | 15GGD2815N3197385 | <b>B0744</b> | 15,158  | Yes | Yes | 12 | 500,000 | Yes | Yes | 2,200,000 | 2034 | Electric | Yes | 35+2 | E | NO |
| 46 | 2022 | GILLIG ELECTRIC BUS 40 FT | 1  | 15GGD2817N3197386 | <b>B0745</b> | 15,332  | Yes | Yes | 12 | 500,000 | Yes | Yes | 2,200,000 | 2034 | Electric | Yes | 35+2 | E | NO |
| 47 | 2022 | GILLIG ELECTRIC BUS 40 FT | 1  | 15GGD2811N3198419 | <b>B0746</b> | 12,826  | Yes | Yes | 12 | 500,000 | Yes | Yes | 2,200,000 | 2034 | Electric | Yes | 35+2 | E | NO |
| 48 | 2016 | Ford E450 SD CUT BUS      | 11 | 1FDXE4FS2GDC50287 | <b>B0052</b> | 120,794 | Yes | Yes | 8  | 100,000 | Yes | Yes | 200,000   | 2025 | Electric | Yes | 13+2 | G | NO |
| 49 | 2016 | Ford E450 SD CUT BUS      | 11 | 1FDXE4FS4GDC50288 | <b>B0053</b> | 126,692 | Yes | Yes | 8  | 100,000 | Yes | Yes | 200,000   | 2026 | Electric | Yes | 13+2 | G | NO |
| 50 | 2016 | Ford E450 SD CUT BUS      | 11 | 1FDXE4FS6GDC50289 | <b>B0054</b> | 126,308 | Yes | Yes | 8  | 100,000 | Yes | Yes | 200,000   | 2026 | Electric | Yes | 13+2 | G | NO |
| 51 | 2018 | Ford E450 SD CUT BUS      | 11 | 1FDXE4FS1HDC68555 | <b>B0055</b> | 67,707  | Yes | Yes | 8  | 100,000 | Yes | Yes | 200,000   | 2027 | Electric | Yes | 8+2  | G | NO |
| 52 | 2018 | Ford E450 SD CUT BUS      | 11 | 1FDXE4FS3HDC68556 | <b>B0056</b> | 87,000  | Yes | Yes | 8  | 100,000 | Yes | Yes | 200,000   | 2027 | Electric | Yes | 8+2  | G | NO |
| 53 | 2018 | Ford E450 SD CUT BUS      | 11 | 1FDXE4FS5HDC68557 | <b>B0057</b> | 117,495 | Yes | Yes | 8  | 100,000 | Yes | Yes | 200,000   | 2027 | Electric | Yes | 8+2  | G | NO |
| 54 | 2018 | Ford E450 SD CUT BUS      | 11 | 1FDXE4FS9JDC06701 | <b>B0058</b> | 101,696 | Yes | Yes | 8  | 100,000 | Yes | Yes | 200,000   | 2027 | Electric | Yes | 8+2  | G | NO |
| 55 | 2019 | Ford E450 SD CUT BUS      | 11 | 1FDFE4FS6KDC47669 | <b>B0059</b> | 74,474  | Yes | Yes | 8  | 100,000 | Yes | Yes | 200,000   | 2028 | Electric | Yes | 9+2  | G | NO |
| 56 | 2019 | Ford E450 SD CUT BUS      | 11 | 1FDFE4FS6KDC47672 | <b>B0060</b> | 83,069  | Yes | Yes | 8  | 100,000 | Yes | Yes | 200,000   | 2028 | Electric | Yes | 9+2  | G | NO |
| 57 | 2019 | Ford E450 SD CUT BUS      | 11 | 1FDFE4FS4KDC47671 | <b>B0061</b> | 55,838  | Yes | Yes | 8  | 100,000 | Yes | Yes | 200,000   | 2028 | Electric | Yes | 9+2  | G | NO |
| 58 | 2019 | Ford E450 SD CUT BUS      | 11 | 1FDFE4FS2KDC47670 | <b>B0062</b> | 76,534  | Yes | Yes | 8  | 100,000 | Yes | Yes | 200,000   | 2028 | Electric | Yes | 9+2  | G | NO |
| 59 | 2019 | Ford E450 SD CUT BUS      | 11 | 1FDFE4FS8KDC47673 | <b>B0063</b> | 69,552  | Yes | Yes | 8  | 100,000 | Yes | Yes | 200,000   | 2028 | Electric | Yes | 9+2  | G | NO |
| 60 | 2019 | Ford E450 SD CUT BUS      | 11 | 1FDFE4FS1KDC47675 | <b>B0064</b> | 70,958  | Yes | Yes | 8  | 100,000 | Yes | Yes | 200,000   | 2028 | Electric | Yes | 9+2  | G | NO |
| 61 | 2019 | Ford E450 SD CUT BUS      | 11 | 1FDFE4FS3KDC47676 | <b>B0065</b> | 69,769  | Yes | Yes | 8  | 100,000 | Yes | Yes | 200,000   | 2028 | Electric | Yes | 9+2  | G | NO |
| 62 | 2019 | Ford E450 SD CUT BUS      | 11 | 1FDFE4FSXKDC47674 | <b>B0066</b> | 58,888  | Yes | Yes | 8  | 100,000 | Yes | Yes | 200,000   | 2028 | Electric | Yes | 9+2  | G | NO |
| 63 | 2019 | Ford E450 SD CUT BUS      | 11 | 1FDFE4FS5KDC47677 | <b>B0067</b> | 52,355  | Yes | Yes | 8  | 100,000 | Yes | Yes | 200,000   | 2028 | Electric | Yes | 9+2  | G | NO |
| 64 | 2019 | Ford E450 SD CUT BUS      | 11 | 1FDFE4FS5KDC47680 | <b>B0068</b> | 69,391  | Yes | Yes | 8  | 100,000 | Yes | Yes | 200,000   | 2028 | Electric | Yes | 9+2  | G | NO |
| 65 | 2019 | Ford E450 SD CUT BUS      | 11 | 1FDFE4FS9KDC47679 | <b>B0069</b> | 45,949  | Yes | Yes | 8  | 100,000 | Yes | Yes | 200,000   | 2028 | Electric | Yes | 9+2  | G | NO |
| 66 | 2019 | Ford E450 SD CUT BUS      | 11 | 1FDFE4FS7KDC47678 | <b>B0070</b> | 70,966  | Yes | Yes | 8  | 100,000 | Yes | Yes | 200,000   | 2028 | Electric | Yes | 9+2  | G | NO |
| 67 | 2019 | Ford E450 SD CUT BUS      | 11 | 1FDFE4FS7KDC47681 | <b>B0071</b> | 50,180  | Yes | Yes | 8  | 100,000 | Yes | Yes | 200,000   | 2028 | Electric | Yes | 9+2  | G | NO |

|    |      |                      |    |                   |              |        |     |     |   |         |     |     |         |      |          |     |     |   |    |
|----|------|----------------------|----|-------------------|--------------|--------|-----|-----|---|---------|-----|-----|---------|------|----------|-----|-----|---|----|
| 68 | 2019 | Ford E450 SD CUT BUS | 11 | 1FDFE4FS9KDC47682 | <b>B0072</b> | 72,619 | Yes | Yes | 8 | 100,000 | Yes | Yes | 200,000 | 2028 | Electric | Yes | 9+2 | G | NO |
| 69 | 2019 | Ford E450 SD CUT BUS | 11 | 1FDFE4FS0KDC47683 | <b>B0073</b> | 67,140 | Yes | Yes | 8 | 100,000 | Yes | Yes | 200,000 | 2028 | Electric | Yes | 9+2 | G | NO |
| 70 | 2019 | Ford E450 SD CUT BUS | 11 | 1FDFE4FS2KDC47684 | <b>B0074</b> | 62,147 | Yes | Yes | 8 | 100,000 | Yes | Yes | 200,000 | 2028 | Electric | Yes | 9+2 | G | NO |
| 71 | 2019 | Ford E450 SD CUT BUS | 11 | 1FDFE4FS4KDC47685 | <b>B0075</b> | 74,892 | Yes | Yes | 8 | 100,000 | Yes | Yes | 200,000 | 2028 | Electric | Yes | 9+2 | G | NO |
| 72 | 2019 | Ford E450 SD CUT BUS | 11 | 1FDFE4FS6KDC47686 | <b>B0076</b> | 62,361 | Yes | Yes | 8 | 100,000 | Yes | Yes | 200,000 | 2028 | Electric | Yes | 9+2 | G | NO |



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# Transit Development Plan 2024 – 2029 and 2023 Annual Report

## PUBLIC HEARING

Melinda Adams, Everett Transit  
August 21, 2024

# Activities in 2023 | Administrative

## Everett Transit Arrivals

- 25,027 text messages received
- 47,715 phone calls received



## Commute Trip Reduction

- Continuous engagement with 26 worksites within Everett
- Trained worksite staff on reducing single-occupancy vehicles
- Hosted quarterly training sessions
- Quarterly educational newsletters



# Activities in 2023 | Projects

## **Next Generation ORCA**

Work continues toward Full System Acceptance  
Phase II work will continue through 2025

## **EverettTransit.org**

Completed update/redesign of website



# Activities in 2023 | Projects

## Projects

- Security blockades installed at Everett Station entrance
- Camera systems at all transit facilities
- Upgraded telematics platform to incorporate Proterra fleet and chargers
- Published transit information on the City's portal



# 2023 | Fixed-Route Operations

**Passenger Trips:** 1,329,885  
*32% increase from 2022*

**Expenditures:** \$17,829,132  
*14% increase from 2022*  
*Swift share: \$2,302,406*

**Fuel consumed:** 220,672 gallons  
*5% decrease from 2022*



# 2023 | Para Transit Operations

**Passenger Trips:** 75,085  
*17% increase from 2022*

**Expenditures:** \$3,972,515  
*12% increase from 2022*

**Fuel consumed:** 67,371 gallons  
*4% increase from 2022*





# 2023 | Everett Station Operations

**Revenues:** \$1,124,205  
*7% decrease from 2022*

**Expenditures:** \$1,863,145  
*23% increase from 2022*





# 2023 | Budget Actuals

## Operating

Revenues: \$35,335,959

Expenditures: \$28,828,593

Operations Reserve Transfer (\$5M)

## Capital

Revenues: \$10,138,996

Expenditures: \$12,491,272



# 2024 - 2029 Projects | Fleet

## Paratransit

|       |  |
|-------|--|
| 2024: | Continue ORCA integration              |
| 2025: | Install ORCA fare collection equipment |
| 2026: | Replacement of 3 vehicles              |
| 2027: | Replacement of 4 vehicles              |
| 2028: | Replacement of 9 vehicles              |
| 2029: | Replacement of 9 vehicles              |



# 2024 - 2029 Projects | Services

## Service Planning

|       |  |
|-------|--|
| 2024: | Adjustments for optimal service delivery                               |
| 2025  | Begin use of en-route inductive charging                               |
| 2026: | Micro-transit pilot project  |
| 2027: | Implement extended Riverfront to Waterfront service                    |
| 2028: | Finalize specific system elements to complement <i>Swift</i> Gold Line |
| 2029: | Implement system elements for <i>Swift</i> Gold Line                   |



# 2024 - 2029 Projects | Facilities

## Everett Station

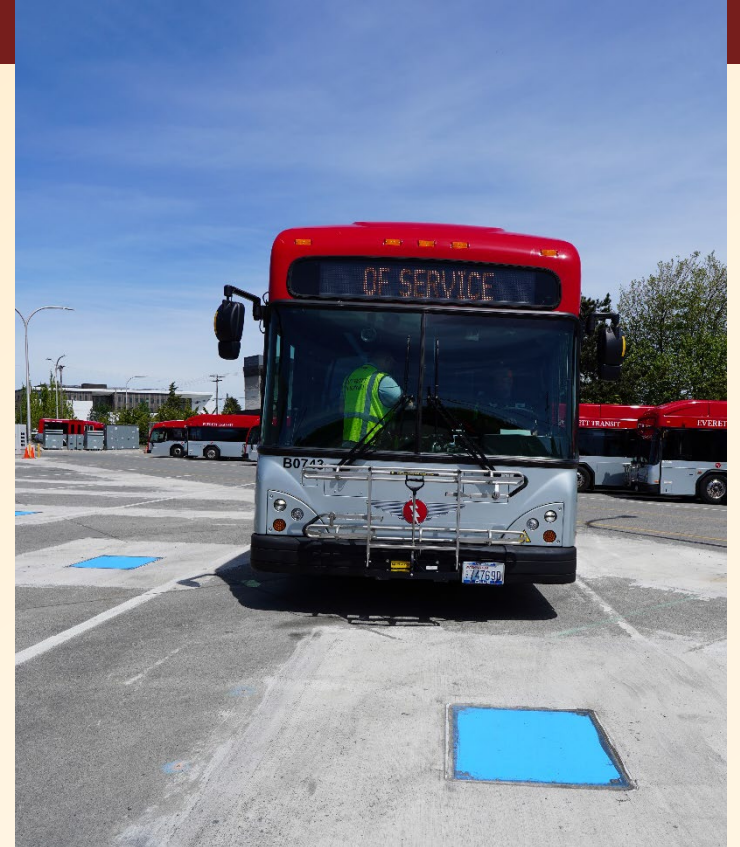
- Installation of ADA enhancements
- Great Hall renovation
- HVAC system design
- Installation of electronic wayfinding
- Installation of fire alarm control panels
- Rehabilitate sidewalks
- Replace public announcement system
- Replace lighting in Great Hall and Conference Center



# 2024 - 2029 Projects | Facilities

## Operations Base

- Inductive charging infrastructure
- Ten additional cabinet chargers
- Installation of fast-charging cabinet





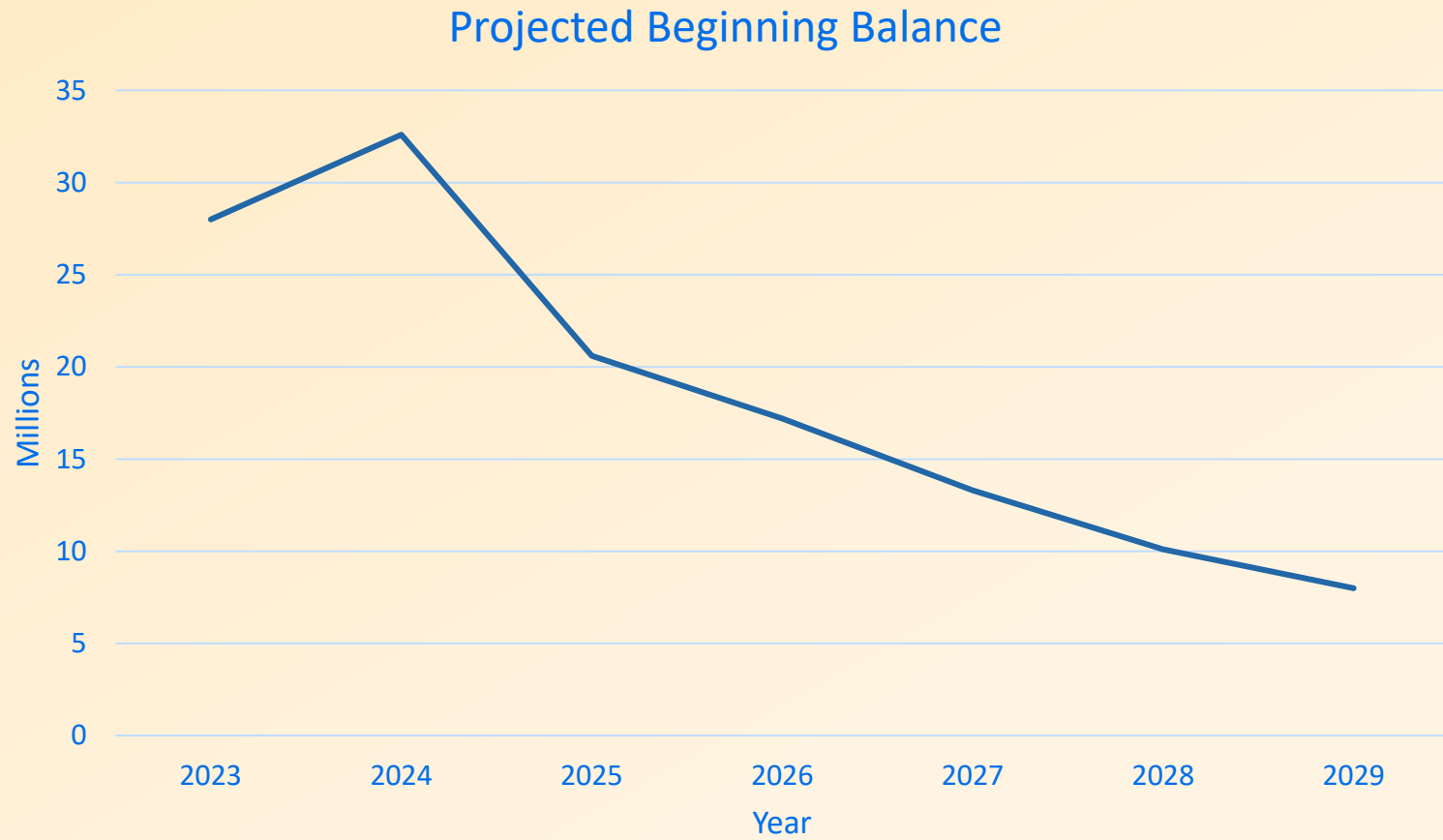
# 2024 - 2029 Projects | Facilities

## Other Facilities

- Relocation of Everett Mall station
- Begin engineering and design for maintenance facility to support electric vehicles
- Installation of electronic wayfinding at College and Mall Stations
- Continue shelter replacements and bus stop improvements



# Financial Picture



Document Draft:  
[EverettTransit.org/425/Transit-Development-Plan](https://EverettTransit.org/425/Transit-Development-Plan)

Comments due by 8/28/2024  
Melinda Adams  
[madams@everettwa.gov](mailto:madams@everettwa.gov)





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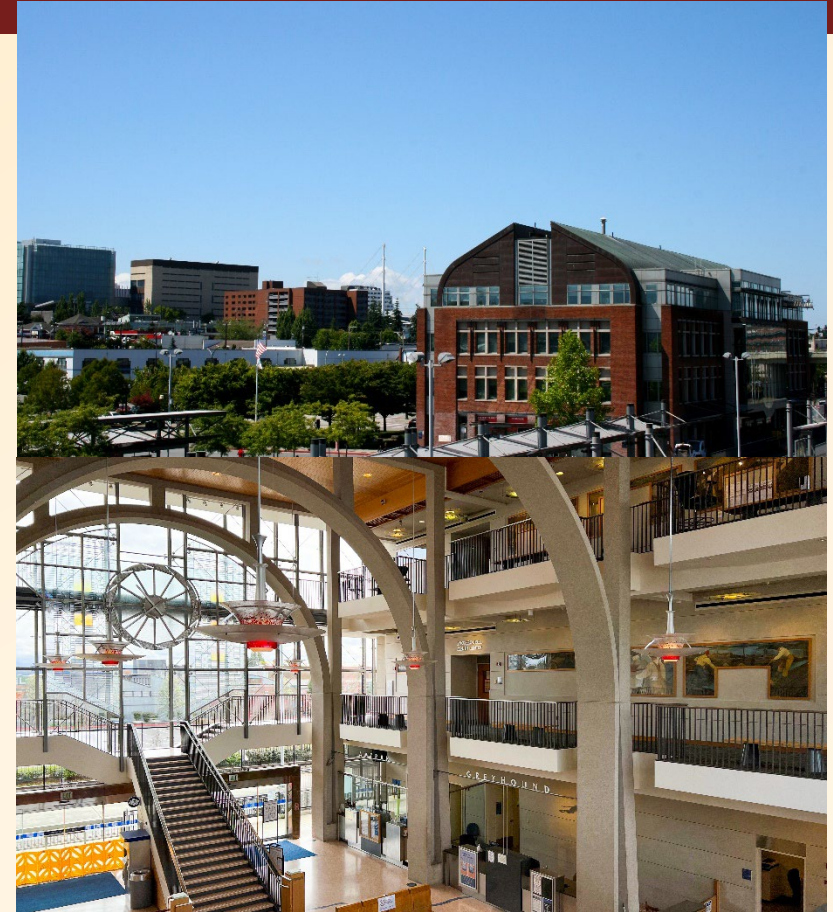
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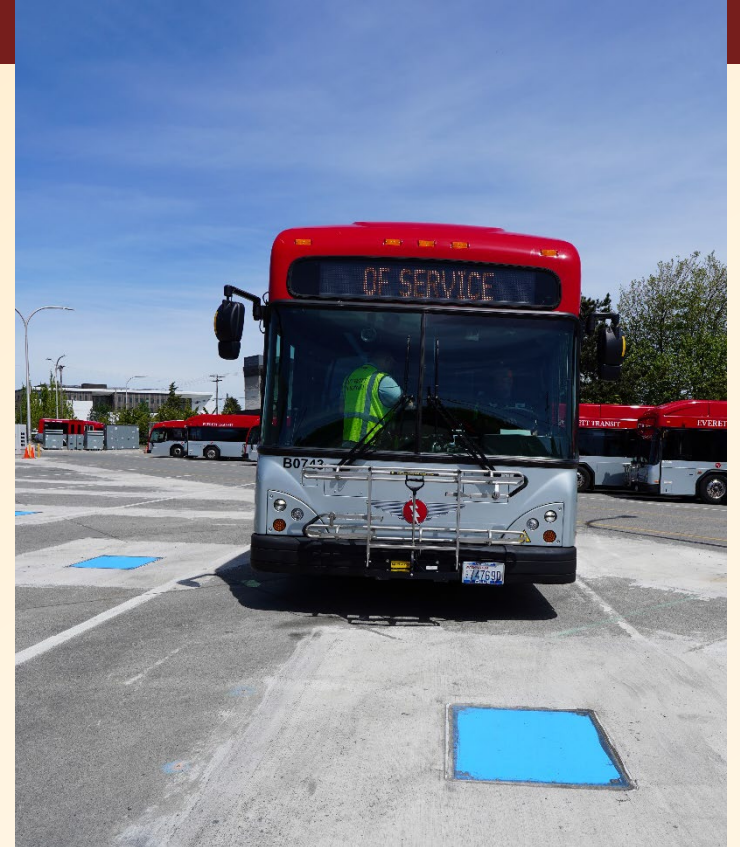
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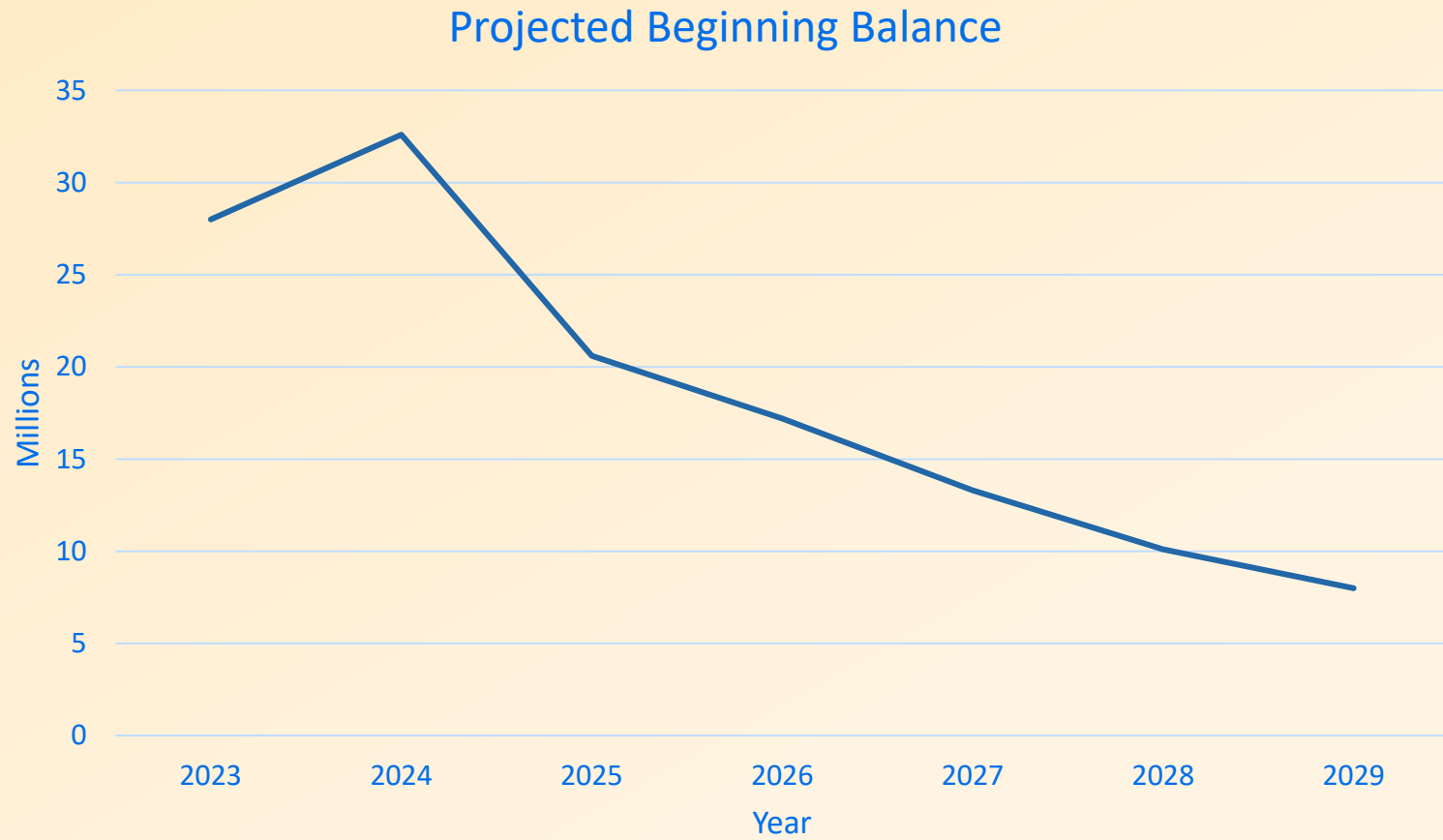
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**From:** David Koenig <koenigd7@gmail.com>  
**Sent:** Sunday, August 18, 2024 12:13 PM  
**To:** DL-Council  
**Subject:** [EXTERNAL] Comprehensive Plan update comments  
**Attachments:** Everett Comprehensive Plan Update August 18, 2024.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please find attached a comment letter.

Thank you

Dave Koenig



Everett Planning Commission  
Yorik Stevens=Wajda, Director  
Alic Ann Wetzel – Long Range Planning Manager

August 18, 2024

**Subject: Comments on the Comprehensive Plan Update**

**Presenting Comprehensive Plan update in a form which is easy to review and encourages the public to review the changes to the existing Comprehensive Plan.**

It is important to be able to review the proposed changes to the current adopted Comprehensive Plan. Legislative actions and code development need to have the changes done in legislative format showing what is being removed and what is being added. This is important for the review by citizens, planning commission, City Council, Snohomish County, the Puget Regional Council, and the State of Washington. City Council reviews the changes when they are asked to adopt the new Comprehensive Plan. How will they know what changes are being made without being provided the information. The Comprehensive Pla is reviewed by Snohomish County to see if it is consistent with the Countywide Planning policies, The Puget Sound Regional Council reviews the plan to see that it is consistent with Vision 2050. The State of Washington works with cities to see that Comprehensive Plans are consistent with State Law.

I look forward to commenting on the 2044 Comprehensive Plan update and then resulting code changes. It is important that the effort going forward is done in legislative format so citizens, planning commission, City Council, and agencies can review the changes and new language in an easy way to review changes. Planning Commission, City Council, and citizens should not be asked to compare documents side by side taking hours and hours of time. Make it easy to review the documents respectful of people's time which also encourages review.

**Access to Documents**

Comprehensive Plan documents need to be in the Everett Public libraries. Not everyone has access to a computer and the internet. The public library is the place where documents should be available and highlighted to help advertise the Comprehensive Plan and zoning update effort. A display with information so people can see and learn about the

city's efforts for the Comprehensive Plan update would be great. This is an equity issue for those who cannot afford to get information in other ways.

**Notice to Property Owners**

The city should send out a notice to all property owners that the Comprehensive Plan, rezones and Middle-Income Housing efforts are being carried out by the city. I have talked to many citizens who do not know anything about the effort. Information is not getting out to inform property owners and citizens. Mayor Hansen had staff do this type of notice when the city was doing the Growth Management Act implementation. The result was property owners were informed and appreciated the outreach. There is no downside to having an informed public. There is a downside to not getting information out creating resentment and potentially anger.

**Use Existing City Communication Methods to get Information out.**

Many cities use utility billing mailings to get information out. This gets information to renters and most property owners. I have provided an example to staff.

**Planning Commission Agenda Linked to Information**

The Everett City Council agenda has links to the information for each item. This makes it easy to see the documents related to each agenda item. The Planning Commission agenda should do the same thing. Citizens should not have to search for documents on the city web site. Make access to the information as easy as possible.

Thank you for your efforts and time.

Sincerely

  
Dave Koenig

**From:** Liz Stenning <liz.stenning@downtowneverettwa.org>  
**Sent:** Monday, August 19, 2024 1:47 PM  
**To:** Angela Ely; DL-Council  
**Subject:** [EXTERNAL] Support for Everett Chamber  
**Attachments:** 2024 DEA Everett Chamber Support.pdf

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 Councilmembers,

I am writing to express the Downtown Everett Association's support for the establishment of a new chamber of commerce in Everett. Most cities and towns throughout Washington State have active chambers. Chambers provide a variety of support: information and resource sharing, networking, advocacy, and economic development. As the largest city in Snohomish County, a chamber should be established to support our businesses throughout the entire city.

The Downtown Everett Association envisions partnering and working in collaboration with the new chamber. While our focus is to advance a vibrant and thriving downtown, we want all businesses throughout the city to succeed and the chamber will greatly help fill this gap.

Please see attached.

Sincerely,

Liz Stenning  
Executive Director  
Downtown Everett Association  
desk: 425-367-0355



*To advance a vibrant and thriving downtown*



August 19, 2024

Everett City Council  
2930 Wetmore Ave, Suite 9-A  
Everett, WA 98201

Re: Support for Everett Chamber of Commerce

Dear Everett City Councilmembers,

The Downtown Everett Association supports the establishment of a new chamber of commerce in Everett. Most cities and towns throughout Washington State have active chambers. Chambers provide a variety of support: information and resource sharing, networking, advocacy, and economic development. As the largest city in Snohomish County, a chamber should be established to support our businesses throughout the entire city.

The Downtown Everett Association envisions partnering and working in collaboration with the new chamber. While our focus is to advance a vibrant and thriving downtown, we want all businesses throughout the city to succeed and the chamber will greatly help fill this gap.

Sincerely,



Liz Stenning  
Executive Director  
Downtown Everett Association

**From:** Brian Doennebrink <abcs99@hotmail.com>  
**Sent:** Wednesday, August 21, 2024 12:19 AM  
**To:** Communications (Admin)  
**Cc:** DL-Council  
**Subject:** [EXTERNAL] Budget ideas

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I just read an article about what's forthcoming. This sentence was disturbing: "Everett has had a structural deficit, where the expense of running the city outpaces its tax revenues, for more than 10 years."

It reminds me of a lot of volunteer organizations that I've been in, most recently an HOA, or even with relationships, whereby rather than deal with a financial/communications deficit right away, they kick the can down the road, and then when they do deal with it, it's a shock and a heavy lift. Sweeping things under the rug only makes the problem bigger. Unfortunately, that's human nature.

Ideas on the budget:

1. Re-define the core services of city government. That recent survey that Simone Tarver posted was excellent. Coming up with 8 areas to cut was challenging, but achievable when I thought of what I have used as my determinant when in positions of leadership: what's necessary and what is nice? To me, necessary in a city are police and fire services. What's nice are things like neighborhoods (and I chaired a neighborhood association at one time) and libraries, which serve a limited number of people. In the city's case, there are also "in-between" items. Assisting the business community is an example of one, for by doing so, one can increase revenues. Code, park, and police enforcement are other examples, for those are proactive measures that stave off potentially greater future costs.
2. Look for sources of new revenue. One obvious one to me is to annex the area from and including the Paine Field terminal all the way to Murphy's Corner through the south side of the street. There are tons of businesses and multi-family developments in that swath, a source of tax revenues that might exceed the costs of serving those areas.
3. Keep tax revenues "in the city." Finally, Everett Mall is being redeveloped with stores that may attract locals and outsiders alike, but access and awareness need to be improved, starting with better and advance freeway signage along with unique restaurants, for instance (I've suggested a few over the past few years). I've suggested to Everett Transit that they extend their #12 to the South Everett P&R, but they replied after multiple attempts that they lacked restroom facilities there, so I suggested Eastmont P&R, where there are existing restroom facilities. No answer. The idea would provide a link between SE Everett and SW Everett, offering another connection for those commuting to Boeing or from southwest Everett (they could stop by the mall, for the bus would pass by it, and knowing that the bus went by regularly would entice them to stop and spend at, say, TJs). Another area ripe for redevelopment is the Paine Field area, with thousands of Boeing employees in that area most days, yet restaurants are few, and other revenue generators are few. Many years ago, when I first heard that the old K-Mart was closing down, I suggested that Fry's put a store there, as their only store (that I know of) is by Renton/Boeing. That ship has sailed in so far as that location, but in so far as I know, the Wal-Mart store on 99 is still vacant. Survey the public, they'll tell you what else they'd like to see.

Sincerely,

Brian Doennebrink  
Westmont Neighborhood

**From:** Patti Matson <patti.matson@gmail.com>  
**Sent:** Wednesday, August 21, 2024 7:19 AM  
**To:** DL-Council  
**Subject:** [EXTERNAL] Proposed use of COVID-19 relief funds to bring back Chamber of Commerce

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Regarding the article in today's Everett Herald: Wouldn't it be more fiscally responsible to instead distribute the remaining COVID-19 funds to address the projected \$12.6 million 2025 budget deficit? If the City's financial situation is in peril, those remaining funds could be used to shore up existing city departments rather than funding a new organization.

Please give the chamber funding proposal careful consideration before making a final decision.

Sincerely,

Patti L. Matson  
Everett resident  
City Council District 2





## EVERETT CITY COUNCIL Public Comment Form

Thank you for being here today. Please fill out this form to speak at the council meeting.

**State your name and city of residence when you begin speaking.** Each person is asked to limit comments to three minutes. This allows everyone a fair opportunity to speak. Return this form to the council administrator before the meeting begins.

All comments must be relevant and delivered to the Council as a whole in a respectful manner. The following comments are not allowed:

- Comments on any kind of campaigning, whether for or against ballot measures or candidates running for office
- Comments advertising any product
- Comments focused on personal matters that are unrelated to City business

You can also submit a comment and attend meetings online at [everettwa.gov/city council](https://everettwa.gov/city-council). Click on "Council meeting public comment sign up form." This must be done at least 30 minutes prior to the meeting. Additional instructions are available on the web page.

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

DATE: 8-21-2024

NAME (required): timothy A Whetstone

CITY (required): EVERETT ZIP (required): 98203

EMAIL (optional): \_\_\_\_\_ PHONE (optional): 425-923-0376

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

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item

AGENDA ITEM #: Buyout

☐ During the general public comment. Please state the topic you would like to speak on: \_\_\_\_\_



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE Establishing a Separation Incentive Program for Eligible City of Everett Employees.**

**WHEREAS,**

- A. Due to the failure of Proposition 1 (Levy Lid Lift for Public Safety and Essential Public Services) and the City's ongoing structural deficit; and
- B. The City deems it is in the City's best interest to provide an incentive for eligible employees, defined in Section 1.B, to voluntarily separate or retire from the City; and
- C. The purpose of a voluntary separation program is to reduce compensation costs and full-time employee levels, as well as to facilitate redeployment, reorganization, and other efforts to make more efficient and effective use of the City's limited resources.

**NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:**

**Section 1. Voluntary Separation Incentive Program Description**

- A. The City hereby establishes a Voluntary Separation Incentive Program (Program, or VSIP) for Eligible Employees as defined in Section 1.B.
- B. "Eligible Employees" are those employees, who are regular full-time or regular part-time, in the following departments and classifications: Administration (all classifications); Communications (all classifications); Economic Development (all classifications); Emergency Management (all classifications); Finance (Clerk's Office Only – all classifications); Fire (all appointive classifications); Library (all classifications); Parks & Facilities (Facilities only – all classifications, Parks – all appointive classifications and all Ranger classifications); Police (all appointive and EPMA classifications, all Parking Enforcement classifications). To be eligible for the program, employees must be in one of the workgroups listed above and have at least 18 months of service with the City of Everett and have not previously provided written notification of upcoming retirement.
- C. The "Date of Separation" is the final day of an employee's employment with the City, as specified in the voluntary separation agreement described in Section 4 of this Ordinance.



and return to work as a regular part-time and/or full-time employee at the City within five (5) years of the Date of Separation must repay any separation payment received and the value of COBRA insurance received. The means and method for such repayment shall be agreed to by the City and the Eligible Employee before the Eligible Employee returns to the City as an employee or contractor.

### **Section 3.      Approval Criteria**

Voluntary separation under this Program can be approved only by written agreement executed by the City, the Eligible Employee and the labor union, if applicable. Labor unions will be given notice of the proposed terms of any written agreement and be given the opportunity to negotiate on behalf of their members. The voluntary separation agreement shall be approved by the City Attorney and include indemnity and other waiver protections for the City. It shall also include the Eligible Employee's acknowledged acceptance of the terms and conditions of the Program, specify the cash-value of the Eligible Employee's incentive under Section 2.D, and designate the final date of employment with the City (the Date of Separation).

### **Section 4:      Notification and Separation Requirements**

- A. To be considered for participation in this Program, Eligible Employees must apply by submitting an official application to the Human Resources Department no later than September 6, 2024. Employees who submit an official application by this deadline will then be provided additional information, along with review periods as established by law.
- B. The Date of Separation shall be no later than November 30, 2024, unless the Mayor determines that a later Date of Separation is in the best interest of the City.

### **Section 5:      Position Backfill**

- A. The City will endeavor to hold ~~vacant~~ positions vacated through VSIP open for at least ~~four~~ twelve (12) months. Requests to backfill VSIP positions vacated through the Program are subject to review and approval by the Mayor or designee. In order to assure efficient and cost effective delivery of city services, the Mayor or designee reserves the right to reallocate the vacated position to another classification which must then remain open for at least twelve (12) months. Council will be notified within 30 days when any VSIP position is filled within one year of it becoming vacant.
- B. Backfill requests that facilitate redeployment, reorganization, and/or other efforts to make more efficient and effective use of the City's limited resources will receive priority consideration.

---

Cassie Franklin, Mayor



2024 ORDINANCE:

Page 3 of 4

## Voluntary Separation Incentive Program Follow Up Memo

### Staff Proposed Amendments

Following City Council discussion at the August 14 meeting, staff have reviewed the proposed Voluntary Separation Incentive Ordinance and are proposing two amendments responsive to Council questions and discussions.

1. In Section 2: adding a cap of \$55,000 for the incentive payment.

To ensure there were no disparate impacts to older workers,<sup>1</sup> Human Resources completed a disparate treatment analysis and found that adding a cap does not provide a disparate impact on older workers that participate in the VSIP.

2. In Section 5: Positions that are vacated due to VSIP will remain vacant for 12 months.

For positions vacated through the VSIP, the City will prioritize holding these positions open for at least twelve (12) months. In order to assure efficient and cost effective delivery of city services, the Mayor or designee reserves the right to reallocate the vacated position to another classification which must then remain open for at least twelve (12) months. Council will be notified within 30 days when any VSIP-related position is filled within the 12 month window of it becoming vacant.

### 2020 Background Information

Two charts below help summarize the number of employees who volunteered for the VSP program in 2020. The estimated full salary savings for each employee is shown, to provide the best comparison for 2024 estimates.

#### 2020 Voluntary Separation Program (VSP)

| Department         | # of Employees | Savings          |
|--------------------|----------------|------------------|
| Legal              | 2              | 252,402          |
| Administration     | 3              | 512,852          |
| Municipal Court    | 4              | 323,036          |
| Planning           | 3              | 374,227          |
| Engineering        | 7              | 696,811          |
| Police             | 4              | 408,151          |
| Parks              | 3              | 268,099          |
| Library            | 5              | 309,684          |
| Theatre            | 1              | 133,568          |
| Utilities          | 10             | 965,499          |
| Transit            | 10             | 908,214          |
| Golf               | 1              | 96,539           |
| <b>Grand Total</b> | <b>53</b>      | <b>5,249,084</b> |

<sup>1</sup> An employee benefit plan to include voluntary incentive plans is valid under ADEA if “the actual amount of payment made or cost incurred on behalf of an older worker is no less than that made or incurred on behalf of a younger worker.” 29 U.S.C. § 623(f)(2)(B)(i).