



EVERETT

WASHINGTON

Everett City Council Preliminary Agenda 6:30 p.m., Wednesday, October 9, 2024 City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Approval Of Minutes: October 2, 2024

Mayor's Comments

Public Comment

Council Comments/Liaison Reports

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$6,230,343.79 For The Period Ending September 21, 2024 Through September 27, 2024.

Documents:

[RES CLAIMS PAYABLE SEP 21, 2024 - SEP 27, 2024.PDF](#)

(2) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,586,879.53 For The Period Ending September 21, 2024.

Documents:

[2024 RESOLUTION FOR PAYROLL PAY PERIOD 20.PDF](#)

(3) Authorize The Mayor To Execute The Temporary Right Of Way Use Permit And Agreement With 1702 Pacific, LLC.

Documents:

[1702 PACIFIC LLC - ROW USE PERMIT AND AGREEMENT.PDF](#)

(4) Authorize Release Of Request For Proposal #2024-127 General RFP For Parks Partnerships As Substantially Provided.

Documents:

[GENERAL RFP FOR PARKS PARTNERSHIP.PDF](#)

(5) Accept The 2024 Biosolids Removal Project As Complete And Authorize The Mayor To Sign The Certificate Of Completion.

Documents:

[AMER PROCESS GROUP-2024 BIOSOLIDS REMOVAL-FINAL ACCEPT.PDF](#)

(6) Authorize The Mayor To Sign An Amended PSA Amendment One With BCE Engineers, Inc. With A New Total Compensation Amount Of \$174,549.00.

Documents:

[BCE PSA AMENDMENT NO. 1.PDF](#)

(7) Authorize City Staff To Apply For And If Awarded Authorize The Mayor To Sign All Necessary Documents And Agreements With The U.S. Department Of Justice, Bureau Of Justice Assistance, Regarding The Application, Acceptance, And Utilization Of The FY 2024 Edward Byrne Memorial Justice Assistance Grant, In The Amount Of \$34,720.

Documents:

[EDWARD BYRNE MEMORIAL JUSTICE ASSIST GRANT.PDF](#)

(8) Authorize The Mayor To Sign The Law Enforcement Services Agreement With Global Spectrum, L.P. For Events Center Security.

Documents:

[GLOBAL SPECTRUM LAW ENFORCEMENT SERVICES AGREEMENT.PDF](#)

(9) Adopt A Resolution Declaring A 2003 John Deere Wheel Loader (H0034) Surplus And Authorizing Sale At Public Auction.

Documents:

[2003 JOHN DEERE.PDF](#)

(10) Adopt A Resolution Declaring A 2008 International 4400 Dump Truck (J0086) Surplus And Authorizing Sale At Public Auction.

Documents:

[2008 INTERNATIONAL DUMP TRUCK.PDF](#)

(11) Authorize The Mayor To Sign The Interagency Agreement With The Washington Traffic Safety Commission Regarding Participation As A Sub-Recipient In The Region 10 Target Zero Task Force Traffic Safety Grant Project.

Documents:

[WTSC HVE AGREEMENT TARGET ZERO TASK FORCE.PDF](#)

(12) Authorize The Mayor To Sign A Professional Services Agreement With Intelligent Partnerships Inc. To Provide Project Labor Agreement (PLA) Negotiation, Administration And Analysis For The Engineering Consulting Services To Develop A PLA For The PGSF

Program For An Amount Not To Exceed \$956,175.00.

Documents:

[INTELLIGENT PARTNERSHIP-PGSF-PSA.PDF](#)

PROPOSED ACTION ITEMS:

(13) CB 2409-25 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Dorn Avenue Drainage Improvements" Fund 336, Program 043. (3rd & Final Reading 10/23/24)

Documents:

[CB 2409-25.PDF](#)

(14) CB 2409-26 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Marilyn Avenue Drainage Improvements" Fund 336, Program 044. (3rd & Final Reading 10/23/24)

Documents:

[CB 2409-26.PDF](#)

(15) CB 2409-27 – 1st Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Olympic Boulevard Fish Barrier At Pigeon Creek No. 2" Fund 336, Program 045. (3rd & Final Reading 10/23/24)

Documents:

[CB 2409-27.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 & PROPOSED ACTION ITEM:

(16) CB 2409-24 – 1st Reading - Adopt An Ordinance Amending The Zoning Map For 1301 Lombard Avenue. (2nd Reading & Public Hearing 10/16/24, 3rd & Final Reading 10/23/24)

Documents:

[CB 2409-24.PDF](#)

BRIEFING & ACTION ITEM:

(17) Authorize The Issuance Of PDB Contracting Method Request For Qualifications And Request For Proposals For The Outdoor Multipurpose Facility Project.

Documents:

[OUTDOOR MULTIPURPOSE FACILITY PROGRESSIVE DESIGN BUILD.PDF](#)

PUBLIC HEARING & ACTION ITEM:

(18) Authorize City Staff To Apply For And If Awarded Authorize The Mayor To Sign All Necessary Documents And Agreements Regarding The Application, Acceptance, And Utilization Of US Department Of Housing And Urban Development Pathways To Removing

Obstacles To Housing Grant, In The Amount Of \$7,000,000.

Documents:

[PRO HOUSING GRANT APPLICATION RES.PDF](#)

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

- Call in to listen to the Council meetings: 425.616.3920, conference ID: 724 887 726#
- Participate remotely via Zoom by registering to speak at everettwa.gov/speakerform. You must register no later than 30 minutes prior to the meeting. Or contact Angela Ely at 425.257.8703 or aely@everettwa.gov and identify the topic you wish to address.
- Provide written public comments by email to Council@everettwa.gov or mail to 2930 Wetmore Avenue, Suite 9A, Everett, WA 98201. Emailing comments 24 hours prior to the meeting will ensure your comment is distributed to councilmembers and appropriate staff.
- 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

- The Council agendas and meeting recordings can be found, in their entirety, at everettwa.gov/citycouncil.
- 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.
- Watch live meetings and recordings at YouTube.com/EverettCity.

CONTACT THE COUNCIL

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

- Call the Council offices at 425.257.8703
- 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 Sep 21, 2024 through Sep 27, 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	2,726.53	101	Parks & Recreation	11,665.22
002	General Government	(4,035.20)	110	Library	19,148.55
003	Legal	9,204.18	112	Community Theater	4,040.24
004	Administration	339.65	120	Public Works-Streets	63.30
005	Municipal Court	2,274.51	126	MV-Equipment Replacemer	64,691.14
007	Human Resources	3,874.46	130	Develop & Const Permit Fee	115.00
009	Misc Financial Funds	813,619.47	145	Real Property Acquisition	45.00
010	Finance	1,059.06	146	Property Management	11,201.85
015	Information Technology	1,136.39	148	Cum Reserve-Parks	127.44
018	Communications, Mktg & Engag	810.00	152	Cum Reserve-Library	1,824.02
021	Planning & Community Develop	5,777.59	153	Emergency Medical Service:	88,999.24
024	Public Works-Engineering	1,845.98	155	Capital Reserve Fund	1,719.85
026	Animal Shelter	216.19	156	Criminal Justice	689.73
030	Emergency Management	73.42	197	CHIP Loan Program	234.64
031	Police	7,271.22	303	PW Improvement Projects	332.70
032	Fire	1,804.85	336	Water & Sewer Sys Improv I	3,898,185.84
038	Facilities/Maintenance	1,180.86	354	Parks Capital Construction	95,773.16
	TOTAL GENERAL FUND	\$ 849,179.16	401	Public Works-Utilities	602,258.20
			402	Solid Waste Utility	43.91
			425	Public Works-Transit	310,472.21
			430	Everpark Garage	18,182.11
			440	Golf	12,227.83
			501	MVD-Transportation Service	150,908.01
			503	Self-Insurance	3,032.35
			507	Telecommunications	1,337.04
			637	Police Pension	15,854.80
			638	Fire Pension	2,831.00
			661	Claims	65,160.25
			TOTAL CLAIMS	\$ 6,230,343.79	

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2024

Council President



RESOLUTION NO. _____

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

That the payroll of the employees of the City of Everett as of September 21, and checks issued September 27, 2024, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

Fund	Department	Gross Payroll	Employer Contributions
001	Legislative	12,844.43	6,880.95
003	Legal	93,066.08	26,566.86
004	Administration	52,795.55	10,967.57
005	Municipal Court	70,409.40	23,583.26
007	Personnel	85,788.63	19,368.31
010	Finance	111,372.81	34,586.49
015	Information Technology	121,974.51	36,626.36
018	Communications and Marketing	23,545.12	7,198.06
021	Planning & Community Dev	122,256.76	35,828.42
024	Public Works	226,556.67	71,671.84
026	Animal Shelter	62,839.78	24,056.80
030	Emergency Management	10,404.80	3,438.00
031	Police	1,210,963.39	309,909.40
032	Fire	857,314.08	194,667.89
038	Facilities/Maintenance	112,887.22	41,539.72
101	Parks & Recreation	158,184.55	58,523.92
110	Library	124,935.29	40,046.64
112	Community Theatre	8,654.25	2,091.39
120	Street	74,310.76	27,475.95
153	Emergency Medical Services	444,729.66	98,963.87
197	CHIP	14,345.33	3,395.36
198	Community Dev Block	3,839.53	1,256.62
401	Utilities	917,422.09	338,666.90
425	Transit	539,630.47	193,779.78
440	Golf	46,425.72	14,045.04
501	Equip Rental	79,382.65	29,271.39
		<u>\$5,586,879.53</u>	<u>\$1,654,406.79</u>

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2024.

Council President

Project title: Temporary Right of Way Use Permit and Agreement with 1702 Pacific, LLC

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 10/9/2024
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Agreement

Department(s) involved:
Real Property
Parks & Facilities

Contact person:
Bob Leonard

Phone number:
425-257-8335

Email:
bleonard@everettwa.gov

Initialed by:
RML
Department head

Administration

Council President

Project: Temporary Right of Way Use Permit and Agreement

Partner/Supplier: 1702 Pacific, LLC

Location: 1702 Pacific Avenue

Preceding action: N/A

Fund: N/A

Fiscal summary statement:

1702 Pacific, LLC has requested a permit for use of a portion of the public right of way during construction of a multi-family apartment building consisting of approximately 102 units.

Project summary statement:

1702 Pacific, LLC has submitted plans for a project to construct a multi-family apartment building. During construction, excavation will require shoring walls for support of below-grade development. The shoring walls must be secured by tie-backs that extend into the right-of-way. Once the project is completed, the tie-backs will no longer be needed and will be removed. The proposed Temporary Right of Way Use Permit and Agreement sets forth agreed terms between the City and 1702 Pacific, LLC.

Recommendation (exact action requested of Council):

Authorize the Mayor to execute the Temporary Right of Way Use Permit and Agreement with 1702 Pacific, LLC.



When Recorded, Return to:

CITY OF EVERETT
REAL PROPERTY MANAGER
3200 Cedar Street
Everett, WA 98201

TEMPORARY RIGHT OF WAY USE PERMIT AND AGREEMENT

Grantor:	CITY OF EVERETT
Grantee:	1702 Pacific, LLC
Legal Description Additional on Exhibit A and Exhibit B	LOTS 1-8, BLK 738, PLAT OF EVERETT, WASHINGTON
Assessor's Tax Parcel ID #:	004391-738-003-00
Reference Nos. of Documents Released or Assigned:	

This Temporary Tie-Back Right of Way Use Permit and Agreement (the "**Agreement**"), dated for reference purposes as of September 18, 2024, is executed by and between CITY OF EVERETT ("**Grantor**") and 1702 Pacific, LLC (together with its successors and assigns, "**Grantee**").

RECITALS

A. The Grantee owns the real property generally located at 1702 Pacific Avenue and described or shown in the attached Exhibit A (the "**Property**"). The Property abuts Grantor rights-of-way, all of which are described or shown in the attached Exhibit B (these rights-of-way collectively, the "**City Rights of Way**" or "**City ROW**")

B. Grantee requests a permit to establish certain temporary rights in favor of Grantee within a certain area of the City ROW, which area is shown in the schematic diagram in the attached Exhibit C (the "**Tie-Back Area**"). The purpose of these rights is for shoring walls and to provide support for the below-grade development of project being constructed on the property (the "**Project**"). After Project completion, the Tie-Back Improvements (as defined below) will be no longer be load-bearing, and will be removed as set forth in this Agreement.

AGREEMENTS

In consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Temporary Tie-Back Permit. Grantor grants Grantee a temporary right of way permit (the “*Tie-Back Permit*”) giving Grantee the right to the use of the Tie-Back Area for shoring and other excavation-related uses related to the construction of the Project. For the purposes of this Agreement, any improvements constructed or installed in the Tie-Back Area by Grantee are referred to as the “*Tie-Back Improvements*.”

2. Reservation of Grantor’s Rights. This Agreement entitles Grantee to use Tie-Back Area only for the purposes expressly described herein. Grantor reserves the right to enter upon and use the Tie-Back Area established hereby for any purpose not inconsistent with Grantee’s rights under this Agreement.

3. Permit Term/As-Built. The term of the Tieback Permit shall begin on the Project construction start date and shall terminate on December 31, 2027. No later than such date, Grantee shall provide Grantor with drawings showing, with reasonable detail, the final locations of the Tie-Back Improvements in the Tie-Back Area.

4. Protection of City ROW. Grantee acknowledges the importance of the City ROW, which include Pacific Avenue right of way, Wetmore right of way and alley abutting the Property to the east. Protection of the public’s right-of-way use of the City ROW is of paramount importance to Grantor in this Agreement.

4.1 All use of the Tie-Back Area and all permissions granted under this Agreement shall be in a manner that does not interfere with the use by the Grantor and the public of the City ROW. Grantee shall at its sole expense conform to all applicable laws, regulations, permits or requirements of any public authority affecting the use of the Tie-Back Area. Upon request, Grantee shall deliver to Grantor copies of any such permits.

4.2 Grantee shall pay all costs of any protection, support or relocation of existing utilities deemed necessary by the owners of utilities affected by the Tie-Back Improvements. Grantee is solely responsible for any damage to any utilities due to the construction, repair, reconstruction, maintenance, removal or operation of the Tie-Back Improvements.

4.3 Grantee shall not construct, reconstruct, relocate, adjust, remove, or repair the Tie-Back Improvements or otherwise use the Tie-Back Area except in accordance with plans and specifications approved in advance by the City Engineer. The City Engineer has approved Tie-Back Improvements as described in the plans and

specifications approved by the City of Everett in connection with the Grantee's building permit application under file number B2307-024.

4.4 At its sole expense, Grantee shall operate, maintain, and repair the Tie-Back Improvements. Such operation, maintenance, and repair shall include such Grantee actions as may be necessary to avoid damage to Grantor or public use of the City ROW.

5. Termination of Agreement.

5.1. If Grantee's use of the Tie-Back Area or if the Tie-Back Improvements, in the reasonable judgment of the City Engineer, constitute a substantial threat to the structural integrity of the City ROW or a danger to the public use of the City ROW, then Grantor may deliver written notice thereof to Grantee. If Grantee does not cure such threat or danger at no expense to Grantor within thirty (30) days after delivery of the notice (or such sooner time as may be reasonably required by the City Engineer), or does not within such time period begin and thereafter diligently, continually, and in good faith work to effect such a cure as soon as possible, then the Grantor may, effective upon written notice to Grantee, terminate this Agreement.

5.2. If Grantor believes that Grantee has violated any material term or condition of Agreement, Grantor shall deliver written notice thereof to Grantee. This right is in addition to any right Grantor may have under Section 5.1. If Grantee does not cure such violation at no expense to Grantor within thirty (30) days after delivery of violation notice (or such sooner time as may be reasonably required by Grantor), or does not within such time period begin and thereafter diligently, continually, and in good faith work to effect such a cure as soon as possible, then the Grantor may, effective upon written notice to Grantee, terminate this Agreement.

5.3. Effective on the Project completion or on delivery of an uncured termination notice under Section 5.1 or Section 5.2 above, Grantee will, as directed by the City Engineer, either remove or cut-off the Tie-Back Improvements. If the City Engineer does not require removal or cut-off, the Tie-Back Improvements shall be deemed abandoned by Grantee. Without limiting the foregoing, effective on the Project completion or on delivery of an uncured termination notice under Section 5.1 or Section 5.2 above, the Grantor may at any time at Grantor's sole discretion remove the Tie-Back Improvements.

6. Release, Hold Harmless, Indemnification, and Duty to Defend. Grantee releases the Grantor from any and all claims resulting from damage or loss to its own property and does covenant and agree at all times to indemnify, defend and hold harmless the Grantor, its officers, agents and employees, from all claims, actions, suits, liability, loss, costs, expense or damages of every kind and description (excepting only such damages that may result from the sole negligence of the Grantor), that may accrue to, or be

suffered by, any person or persons or property or properties, including without limitation, damage or injury to the public, Grantee, its officers, agents, employees, contractors, invitees, tenants and tenants' invitees, licensees, arising from or relating to this Agreement or to the construction, maintenance, operation or use of the Tie-Back Area or the Tie-Back Improvements. If any such suit, action or claim is filed, instituted or begun against the Grantor, Grantee shall, upon notice thereof from the Grantor, defend the same at Grantee's sole cost and expense, and in case judgment shall be rendered against the Grantor in any suit or action, Grantee shall fully satisfy the judgment within one hundred and twenty (120) days after such suit, action or claim shall have been finally determined, if determined adversely to the Grantor. If it is determined by a court of competent jurisdiction that RCW 4.24.115 applies to any such suit, action or claim, then Grantee's obligations under this Section 6 shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the Grantor, Grantee specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Grantee recognizes that this waiver of immunity under Title 51 was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. This Section 6 survives any termination of this Agreement.

7. Insurance. For as long as this Agreement is in effect, Grantee shall obtain and maintain in full force and effect, at its sole expense, insurance that protects the Grantor from claims and risks of loss from perils that can be insured against under commercial general liability ("CGL") insurance policies in conjunction with:

- A. construction, reconstruction, operation, repair, maintenance, removal, use, or existence of the Tie-Back Improvements;
- B. activity of Grantee or its officers, agents, employees, contractors, invitees, tenants and tenants' invitees or licensees within, or the use or occupation of, the Tie-Back Area; and
- C. claims and risks in connection with and activity performed by or its officers, agents, employees, contractors, invitees, tenants and tenants' invitees or licensees by virtue of the rights granted under this Agreement.

Minimum insurance requirements include CGL insurance based on the Insurance Services Office (ISO) form CG 00 01 or equivalent. Grantee shall obtain insurance coverage with an insurer admitted and licensed to conduct business in Washington State or with a surplus lines carrier pursuant to Chapter 48.15 RCW, except that if it is infeasible to obtain coverage with such insurer, the Grantor may approve an alternative insurer. Minimum limits of liability shall be One Million Dollars (\$1,000,000) for each occurrence and combined single limit bodily injury, property damage with Two Million Dollars (\$2,000,000) annual aggregate and a Ten Million (\$10,000,000) umbrella. The above policy must be primary and non-contributory as to the Grantor and must name the Grantor,

its officers, employees and agents as additional insureds. Grantee shall provide to the Grantor, or cause to be provided, certification of insurance coverage on the ACORD form, together with an additional insured endorsement naming the City of Everett, its officers, employees and agents as additional insureds, or a blanket additional insured policy that is acceptable to the City Attorney. Grantee shall deliver such insurance coverage certification to the Grantor at such address as Grantor may specify, from time to time, in writing.

8. Attorneys' Fees. If, by reason of any default hereunder on the part of either Grantor or Grantees, either party employs an attorney, the defaulting party shall pay the non-defaulting party's costs, expenses and attorneys' fees reasonably expended or incurred in connection with such default.

9. Recording. Unless otherwise agreed by the parties, this Agreement will not be recorded. If either party desires to record this Agreement, that party shall give ten (10) days notice to the other party requesting approval-to-record, which will not be unreasonably denied. If this Agreement is recorded, upon termination of this Agreement, Grantee shall, unless directed otherwise in writing by the Grantor, record a Notice of Termination of Tie-Back in a form reasonably acceptable to Grantor.

10. Notice. For a notice under this Agreement to be valid, it must be in writing and the sending party must use one of the following methods of delivery: (a) personal delivery to the address stated below; (b) first class postage prepaid U.S. Mail to the address stated below; or (c) nationally recognized courier to the address stated below, with all fees prepaid.

City/Grantor:

City of Everett
Attention: Permit Services Manager
3200 Cedar Street
Everett, WA 98201
Tel: (425) 257-7813
Fax: (425) 257-8857

Grantee:

1702 Pacific, LLC
Attention: Craig Skotdal
PO Box 5267
Everett, WA 98206
Tel: (425) 252-5400
Fax: (425) 258-2473

A party may change its address stated above by delivering written notice to the other party of the new address.

[REMAINDER OF PAGE BLANK; SIGNATURES APPEAR ON FOLLOWING
PAGE(S)]

Dated as of the date first set forth above.

GRANTOR:

CITY OF EVERETT
a Washington municipal corporation

By _____
Cassie Franklin, Mayor

APPROVED AS TO
FORM:

Office of the City Attorney

ATTEST:

Office of the City Clerk

GRANTEE:

1702 Pacific, LLC

By _____

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, is written over a horizontal line.

INDIVIDUAL

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgement is the person whose true signature appears on this document.

On this day 19th of September 2024, before me personally appeared Craig Skotdal to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated he was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Connie L. Fisher
Signature

Connie L. Fisher
Print Name

Notary Public in and for the State of Wa

Residing at Emmett

My commission expires: 1.29.2026

CONNIE L FISHER
NOTARY PUBLIC 115937
MY APPOINTMENT EXPIRES: 1-29-26

EXHIBIT A
PROPERTY

EXHIBIT B

CITY ROW

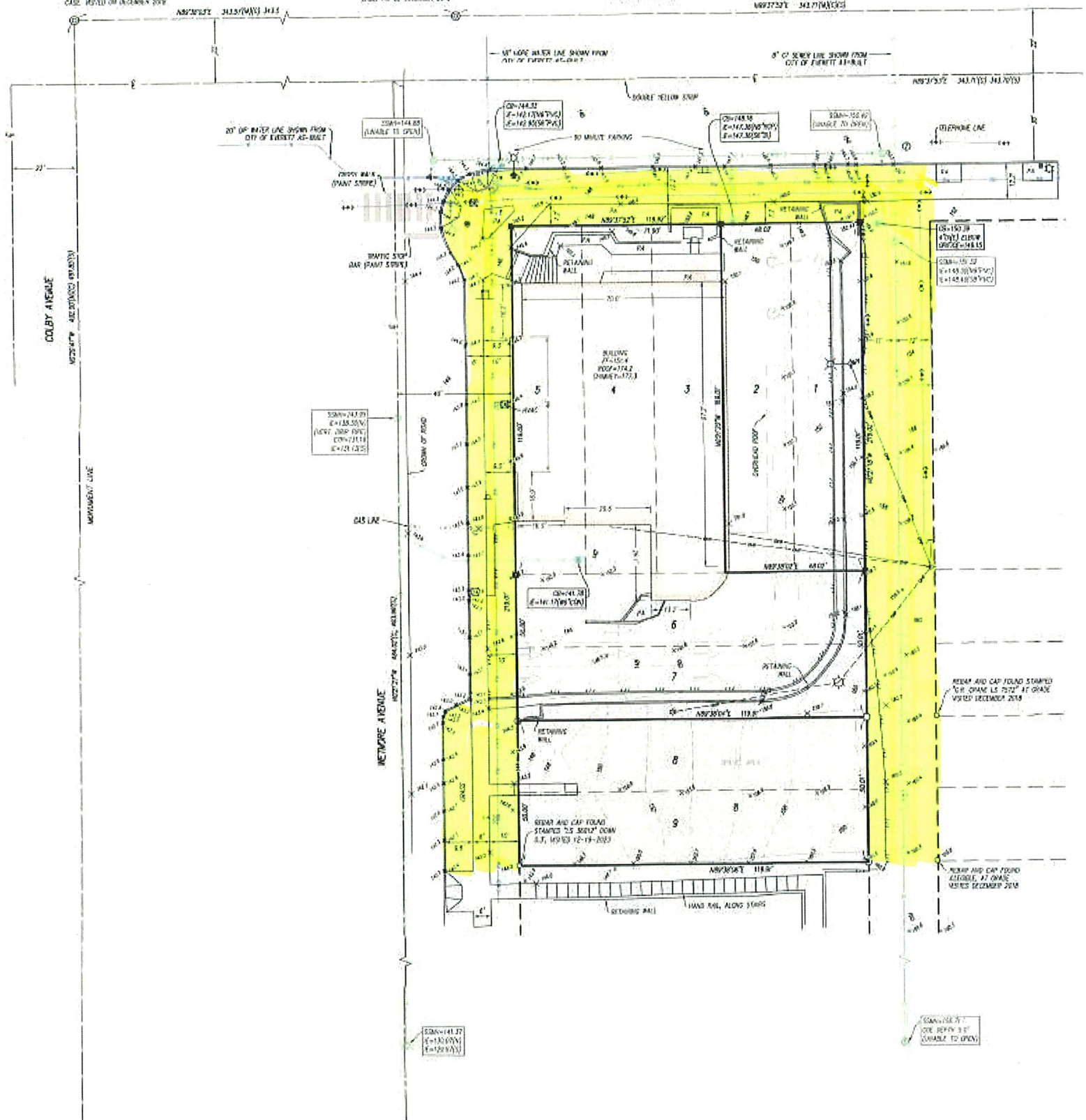


EXHIBIT C

TIE-BACK AREA

The Tie-Back Area is a continuous width of 12 feet along alley Right-of-Way the entire length of project and as generally shaded herein.

Project title: Authorize release of Request for Proposal #2024-127 General RFP for Parks Partnerships as substantially provided

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Consent 10/9/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Request for Proposal

Department(s) involved:

Procurement & Parks and Facilities

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: General RFP for Parks Partnerships

Partner/Supplier: To be determined

Location: Various

Preceding action: None

Fund: N/A

Fiscal summary statement:

Resulting contracts will be brought to the council for consideration and award.

Project summary statement:

The City is requesting the City Council authorize the issuance of a Request for Proposals (RFP) to solicit the community for possible public, private, and non-profit partnership proposals for ideas to provide better value for the citizens through partnerships. The RFP is intended to solicit ideas from the public regarding the utilization of park properties or park facilities for community benefit. Proposals could result in public, private, or non-profit partnerships that may increase recreation opportunities for the public, re-purpose or recondition park assets for community use, decrease costs to fund the parks, and generate additional revenue.

This process allows non-profits, businesses, or private individuals to partner with the City to improve the community. If viable proposals are received, the City intends to award multiple contracts from proposals submitted in response to this solicitation. Proposers are encouraged to provide proposals that will enhance the scope of present operations and offer revenue-generating opportunities for the City. The City anticipates this may be a reoccurring opportunity to explore public-private or non-profit partnerships. This will be the fifth year that the RFP process has been conducted.

Recommendation (exact action requested of Council):

Authorize release of Request for Proposal #2024-127 General RFP for Parks Partnerships as substantially provided.



PROCUREMENT

Request for Proposal #2024-127

Procurement Professional Point of Contact:
Theresa Bauccio-Teschlog, MBA, NIGP-CPP, CPPB
Procurement Manager
(425) 257-8901
bids@everettwa.gov

2024 GENERAL RFP FOR PARKS PARTNERSHIP

TIMELINE - The following represents the schedule for this solicitation.	
Event	Date
Issue Date	October 11, 2024
Site Visit Requests to view sites must be made to the Procurement Professional listed above by Friday, October 25th	October 30, 2024, 8:30 – 2:00 A schedule will be publicly posted on Monday prior to the visit as an invitation for others to attend.
Site Visit Requests to view sites must be made to the Procurement Professional listed above by Friday, November 15th.	November 20, 2024, 9:00 – 2:00 A schedule will be publicly posted on Monday prior to the visit as an invitation for others to attend.
Deadline for Final Questions.....	December 18, 2024, at 11:59 pm
Proposal Due Date	January 14, 2025, 2:00 p.m. Pacific Time
Award	Varies depending on the project.
Anticipated Contract Start Date	Varies depending on the project.
Anticipated Contract Term	Contract length will be negotiated based on the proposal and offer.
<p>Submit Sealed Proposals to: City Clerk's Office – Attention: Procurement 2930 Wetmore Avenue, Suite 1A Everett, WA 98201</p> <p>Clearly label the outside of the sealed envelope containing the original proposal response plus five (5) complete identical copies with the Proposal Name, Proposal Number, and contact information listed above. Only Proposals that arrive in the Clerk's office by the deadline will be considered.</p> <p>The Clerk's office is open Monday – Thursday from 8:00 a.m. – 12:00 p.m. and 1:00 p.m. – 5:00 p.m.</p> <p>Information & Addenda: All Information, including Addenda regarding this solicitation, can be found at: https://everettwa.gov/2711/Everett-Procurement-Information-Contract</p>	

Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a proposal.

Questions: All questions must be requested electronically utilizing the above link or e-mailed to the Procurement Professional listed above.

Unauthorized contact regarding this Request for Proposal with the City of Everett employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding by the City of Everett. Proposers should rely only on written statements issued by the individual named listed above.

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SECTION 1 - INSTRUCTIONS

1.1 PROPOSAL SUBMITTAL

The City Clerk's office must receive the supplier's proposal, in its entirety, by 2:00 p.m. Pacific Time. Proposals arriving after the deadline will be returned unopened to their senders. All proposals and accompanying documentation will become the property of the City of Everett and may not be returned.

Proposal pricing must be submitted on the forms provided in this document. To receive consideration for award, the proposal must be completed and signed by an authorized representative of the supplier. Submission of a proposal constitutes acceptance of the procedures, evaluation criteria, and other instructions of this Request for Proposal (RFP).

No supplier may withdraw its proposal after the hour set for the proposal closing unless the award is delayed for a period exceeding one hundred and eighty (180) days.

1.2 OFFER PERIOD

All Proposals submitted must remain open for one hundred and twenty (120) days from the receipt date. The City of Everett reserves the right to extend this period.

1.3 REQUEST FOR DUE DATE EXTENSION

Suppliers may request an extension of the Proposal Due Date. Supplier must supply any justification and additional information that will facilitate an evaluation and decision by the City of Everett. Any approved extension will be issued in an addendum.

1.4 WITHDRAWAL OF PROPOSALS

Suppliers may withdraw a Proposal which has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the supplier must be submitted to the Procurement Professional named on the Request for Proposal cover sheet.

1.5 SINGLE RESPONSE

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City of Everett, the RFP may be cancelled.

1.6 MULTIPLE PROPOSALS

Suppliers interested in submitting more than one Proposal may do so, so long as each Proposal stands alone and independently complies with the instructions, conditions and specifications of this RFP.

1.7 EVALUATION AND AWARD

The City of Everett will award the Proposal to the responsive and responsible supplier(s) whose offer best meets the needs of the City, or reject any and all Proposals.

- a. Responsive Supplier – A business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all of its requirements, including all form and substance.
- b. Responsible Supplier – A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

1.8 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES & REJECTION OF PROPOSALS

The City of Everett reserves the right, at its sole discretion, to waive minor administrative irregularities and informalities contained in any proposal submitted and accepted by the City. The City further reserves the right to make awards to the responsible offer whose proposal is determined to be the most advantageous to the City of Everett. The City of Everett reserves the right to reject any and all proposals.

1.9 EXCLUDED PARTIES

All suppliers must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from federal procurement or non-procurement programs.

<https://www.sam.gov>

1.10 BUSINESS LICENSE

The successful supplier will be required to possess or be able to obtain a City of Everett Business License and pay City of Everett Business & Occupation (B & O) Tax, when applicable. B & O Tax questions may be directed to the Everett Business Tax Division at (425) 257-8610.

1.11 BID PROTEST PROCEDURES

Chapter 3.46 of the Everett Municipal Code (EMC) governs all protests. Protest Procedures are available for review in the Everett Municipal Code 3.46 which can be found at: <https://everett.municipal.codes/>

The City reserves the right to require strict compliance with all requirements of Chapter 3.46 EMC.

1.12 NON-ENDORSEMENT

As a result of the selection of a supplier to provide the commodities described in Section 2 to the City of Everett, the City of Everett is neither endorsing nor suggesting that the supplier's product is the best or only solution. The supplier agrees to make no reference to the City of Everett in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Everett.

1.13 PROPRIETARY MATERIAL SUBMITTED-PUBLIC DISCLOSURE

A. Property of the City of Everett

All materials submitted in response to this RFP must become the property of the City of Everett. Selection or rejection of a proposal does not affect this. In this section, the term "proposal" is generic and refers to proposals, statements of qualification, letters of interest and any other material submitted in response to this RFP.

B. Proposals are Public Records

Pursuant to Chapter 42.56 RCW and other statutes regarding public agencies, all materials (including, for example, proposals) submitted under this RFP must be considered public records and except to the extent protected by state and or federal laws will be available for inspection and copying by the public following contract award. Records will not be released by the City of Everett prior to contract award in order to protect the integrity of the procurement process, unless otherwise required by law.

C. Public Records Exemption / Notice of RCW 39.10.470

In accordance with RCW 39.10.470, trade secrets as defined in RCW 19.108.010, or other proprietary information submitted by a Proposer in connection with this RFP might not be subject to public disclosure under chapter 42.56 RCW if the proposer specifically states in writing the reasons why protection from disclosure is necessary, and identifies the data or materials to be protected. Proposers must specifically designate and clearly label as “CONFIDENTIAL” any and all such materials or portions thereof that they deem to contain trade secrets or other proprietary information. Proposers should carefully consider what is truly confidential and should not mark an entire proposal as confidential. The proposer must provide the legal basis for the exemption to the City upon request. Proposers are advised that this exemption is subject to judicial review and the proposer’s designation of confidential may or may not be upheld by a Court.

D. Proposals Not Marked as Confidential

If a proposal or other material does not clearly identify the “CONFIDENTIAL” portions, the City will not notify the proposer that its proposal will be made available for inspection and copying, and the City may publicly disclose such non-clearly identified portion with no liability whatsoever to the proposer.

E. Process for Disclosing Information

If a request is made for disclosure of material or any portion marked “CONFIDENTIAL,” the City will determine whether the material should be made available under the law. If the City determines that the material is subject to disclosure, the City will seek to notify the Proposer of the request and allow the proposer ten (10) business days after such notification to take appropriate legal action in Snohomish County Superior Court at the proposer’s sole expense and liability. If the proposer does not within such ten (10) business days serve the Office of the City Attorney with a copy of an order entered by the Superior Court that expressly prohibits the City from disclosure of the material marked “CONFIDENTIAL,” then the proposer will be deemed to have consented to the public disclosure of the material marked “Confidential” and the City may publicly disclose such material without any liability whatsoever to proposer.

F. Indemnification by Proposer

To the extent that the City withholds from disclosure all or any portion of proposer’s material marked “CONFIDENTIAL”, the proposer, by submitting a proposal in response to this RFP, agrees to indemnify, defend and hold harmless the City of Everett from all lawsuits, liabilities, losses, damages, penalties, attorneys’ fees and costs the City incurs arising from or relating to such withholding from disclosure.

G. Consent to Procedure

Proposers, by submission of materials marked “CONFIDENTIAL”, acknowledge and agree that the City will have no obligation to advocate for nondisclosure in any forum and has no liability whatsoever to any proposer for the disclosure of any material or record of any kind when that disclosure is in accordance with applicable law or in accordance with an order applying applicable law entered by the Snohomish County Superior Court or a Washington appellate court. By submitting a proposal, the supplier consents to the procedure in this Section as its sole remedy and waives and releases all claims against the City arising from the City’s actions taken in accordance with this procedure.

1.14 RESPONSE PROPERTY OF THE CITY OF EVERETT

All materials submitted in response to this request become the property of the City of Everett. Selection or rejection of a response does not affect this right.

1.15 NO OBLIGATION TO BUY

The City of Everett reserves the right to refrain from contracting with any supplier. The release of this RFP does not compel the City of Everett to purchase.

1.16 COST OF PREPARING PROPOSALS

The City of Everett is not liable for any costs incurred by suppliers in the preparation and presentation of proposals and demonstrations submitted in response to this RFP.

1.17 CONTRACT TERMINATION

In determining any contract award, the City of Everett reserves the right to consider past performance by supplier in City of Everett contracts. If the City of Everett has previously terminated a contract with a supplier for supplier's default or other non-performance, the City of Everett reserves the right to reject bids or quotes received from that supplier.

1.18 RECYCLE

The City of Everett is committed to the environment and encourages suppliers to recycle material to the extent practicable.

1.19 COOPERATIVE PURCHASING - NOT APPLICABLE

SECTION 2 – SCOPE OF WORK

2.1 INTENT SUMMARY

This Request for Proposals (RFP) process provides an avenue for suggestions that could result in partnerships that will increase recreation opportunities for the public, repurpose or recondition park assets for community use, and generate revenue for the City of Everett Parks & Facilities department. Depending on the complexity of the project, the expected contract start date for these RFPs would be sometime in 2025 - 2026.

This Request for Proposal provides an opportunity for non-profits, businesses, or private individuals to partner with the city to improve the community. It is the City's intention to award multiple contracts from proposals submitted in response to this solicitation. Although project ideas are listed below, Everett Parks is open to all ideas for any Parks-owned property, including different or enhanced services where service currently exists. Do not limit your imagination to only the projects listed below. These ideas are just a small sampling of underutilized park assets owned by the City of Everett that could be great locations for your business.

This is a recurring proposal opportunity, with this being the fifth solicitation in as many years. To score well, projects must enhance a Park asset or increase recreational opportunities within the community. Proposals will score higher if they also generate revenue for the department.

2.2 BACKGROUND

The City of Everett Parks & Facilities Department has forty-five (45) park properties, two (2) Municipal Golf Courses, an Animal Shelter, a Senior Center, a Swim Center, facility rental halls, athletic sports complexes at Kasch Park, Phil Johnson Park, Senator Henry M. Jackson Park, Garfield Park, and American Legion Park. The Department also contracts for the management of the Legion Memorial and Walter Hall Golf Courses, the Carl Gipson Center, and the Everett Performing Arts Center. The City of Everett's population and park systems have continued to grow, and now more than ever, it is important to create a vision for the future of Parks and Recreation within our City.

During the previous General RFP processes, the City accepted the following projects and is moving forward with negotiations on 9 of the 17 responses that were received. Some projects that are being negotiated or have resulted in contracts from a previous Request for Proposal process include:

- Management of the Legion Memorial and Walter Hall golf course pro shop and food & beverage operations.
- Concession Agreement for Phil Johnson ballfields.
- Use of the Camp Patterson site at Silver Lake for day camps.
- Adult softball leagues at Kasch Park.
- Paddleboard rentals at Silver Lake which are no longer active.
- Management of the Carl Gipson Center.
- Lease of the greenhouses at Legion Park, which are no longer active.

- Lease of the Kasch Athletic Offices.
- Outdoor Preschool at Howarth Park

Several building assets within Everett Parks are underutilized, as well as open spaces where recreation and community access could be created. The general RFP process is open for all ideas and proposals for any City of Everett parkland or park building assets. Some examples of park locations that could be utilized for your business and that the Parks department is especially interested in receiving proposals for include:

- Forest Park Swim Center, 802 E. Mukilteo Boulevard.
- Animal Farm Area, Forest Park, 802 E. Mukilteo Boulevard.
- Forest Park Preschool, 802 E. Mukilteo Boulevard.
- Legion Park Greenhouses 145 Alverson Boulevard.
- Legion Park Horticulture Office, 145 Alverson Boulevard.
- Legion Memorial & Walter Hall Golf Course Restaurant Areas.
- Cemex Property north of Phil Johnson Ballfields, 400 Sievers Duecy Boulevard.
- Senator Henry M. Jackson Park and Ballfields, 3302 18th Street.
- New Eclipse Mill Park Site, 36th & Riverfront Blvd.
- Other ideas include golf driving ranges, BMX tracks, skating venues, and dedicated covered pickle ball courts.

The City's Park patrons include families, youth and adult sports organizations, dog enthusiasts, senior citizens, joggers, walkers, boaters, bicyclists, sports lovers, gardeners, boaters, and outdoor enthusiasts of all ages.

2.3 **POTENTIAL OPPORTUNITY EXAMPLES**

It is important that the proposals that are received accurately reflect the growing needs of the City's residents and visitors and that the outcomes are rich in community benefit, provide revenue to the department, or greatly improve a park asset. A list of the developed park properties is listed in Appendix A, and proposals can be received for any Everett Park property.

The City is seeking proposals for the development and operation of facilities incorporating enhanced recreational amenities in parks, such as non-traditional, adventure, or extreme sports like BMX, skate parks, throwing venues, paintball, zip line, disc golf, and pump tracks at one or more Everett Parks properties. Additionally, the city is interested in improvements made to existing facilities in exchange for use, such as turf multiuse fields, rental operations, long and short-term rentals, leases, revenue share opportunities, or management agreements for existing facilities. Finally, the city is seeking proposals for the development and operation of year around or seasonal full-service restaurants, gift shops, dance studios, martial arts, or other businesses interested in partnering with Parks to either rent, lease, or share revenue with the City and offer convenience and fun for residents utilizing the Parks. Proposals should follow the format listed in Section 4, which requests an outline of the general idea and location of what is being proposed, including the benefits to the city, City residents, and visitors. If a proposal advances,

formal discussions will take place with the potential for contract negotiations. Any modifications to City property are subject to the state prevailing wage rates.

Example Park properties include, but are not limited to:

❖ Forest Park Area:

- Forest Park Swim Center, 16,390 sf. Photos in Appendix B, Item 1. The structure includes a large natatorium, lobby entry, locker rooms, staff office, main pool, spa, family changing rooms, sauna, separate mechanical rooms for main pool and spa, mechanical mezzanine above locker rooms, large outside concrete sun deck, and modest outside children's wading pool. This pool facility has been incrementally modernized since construction in 1976 but has been dormant for the past 3.5 years. Over the last 5 years that the pool was open, the following projects have taken place:
 - Natatorium lighting, exhaust fan motor, and ceiling fan replaced.
 - Replaced circulation pumps, flow meter, and chlorine feed to indoor and outdoor pools.
 - Replaced main boilers and hot water boilers and installed tankless units in locker rooms.
 - Replaced MCC and control system.
 - Upgraded electrical distribution system for the main pump room and spa.
 - Replaced chiller supply pump. ○ Added new heat exchanger supply pump.
 - Rebuild the Sauna interior and controls.
 - Replaced sump pump drain.
 - Replaced heating and cooling elements of the HVAC system.
- Forest Park Swim Center Building – Non-Pool Uses. Everett Parks is open to proposals for the Forest Park Swim Center building that does not include pool use. Some ideas that emerged from the 2023 Swim Center Feasibility Study include:
 - Converting a portion of the indoor and outdoor space into an Early Learning Center and play area. Photo in Appendix B, Item 1.
 - Converting the indoor and outdoor space into a skate park. Photo in Appendix B, Item 1.
 - Converting the indoor space into recreational courts. Photo in Appendix B, Item 1.
 - Other ideas that were part of the study but that do not have drawings included are:
 - Conversion to Private Lease space
 - Event Center
 - High Ropes Course
 - Bouldering or Rock Climbing
 - BMX Biking and Pump Track
 - Yoga & Group Fitness Center
 - General Fitness Uses
- Animal Farm in Forest Park, 802 E. Mukilteo Blvd. The area is comprised of 8 buildings on the west side of Forest Park. Photos in Appendix B, Item 2.
 - The Animal Farm Program spaces and sizes are described below:
 - Classroom – 720 SF
 - Bunny Bank – 80 sf
 - Bunny Barn – 200 sf
 - Duck Building – 200 sf
 - Horse Barn – 1,100 sf
 - Main Barn and Office – 828 sf
 - Pig Building – 150 sf

- Poultry Building – 350 sf

- Animal Farm - Everett Parks is open to proposals and opportunities to convert the existing Animal Farm space for another non-farm use as well.
- Fieldhouse is currently set up as a preschool classroom in Forest Park, 802 E. Mukilteo Blvd., 1500 SF. This site includes a classroom or meeting space, restroom, and kitchenette with refrigerator, microwave, sink, and storage. A successful non-licensed preschool has been running out of this location for several years. The city would like to find a partner to run their own preschool business out of this location, which would result in the city earning rent or profit sharing. Photos are provided in Appendix B, Item 3.
- Lion's Hall is currently used as a rental hall in Forest Park, 802 E. Mukilteo Blvd., 1,800 SF. This site includes new vinyl laminate floors that could be used as a classroom or meeting space, two (2) restrooms, and a kitchenette with refrigerator, stove, sink, and storage. Photos in Appendix B, Item 4.
- Spruce Hall is currently used for short meetings in Forest Park, 802 E. Mukilteo Blvd., 768 sf, hardwood floors. This is a room with hardwood floors and no restroom, although Forest Park restrooms are within walking distance. Photos in Appendix B, Item 5.
- Concession Opportunity, in Forest Park, near Recreation Office and horseshoe area, 802 E. Mukilteo Blvd. Photos in Appendix B, Item 6.
 - Location Description: asphalt pad by parking lot.
 - Amenities: electricity and water.
 - Demographics: children, parents, park users, special event participants.
 - Peak Season: May through September.
 - Potential offerings: kettle corn, ice cream, snacks, drinks, espresso.
- Concession Opportunity, in Forest Park, near Floral Hall and the Forest Park Swim Center, 802 E. Mukilteo Blvd. Photos in Appendix A, Item 7.
 - Location Description: asphalt pad.
 - Amenities: prime location for mobile vendors for parties and events.
 - Demographics: children, parents, park users, special event participants.
 - Peak Season: May through September.
 - Off-Peak Season: October through April.
 - Potential offerings: food truck-style concessions.

❖ American Legion Park Area:

- Legion Park Horticulture Office and Greenhouse Area, 145 Alverson Blvd. The gravel area at the south side of Legion Park has historically been used as park maintenance offices and the hub of horticulture activities in Everett. Everett eliminated the annual flower program in 2020, leaving the greenhouses and offices available for rental or lease by an interested organization. The city is interested in receiving responses for all or part of the buildings listed below. Photos in Appendix B, Item 8.

- o Access through the property by the Legion Memorial Golf staff would be required.

- o Horticulture Offices – 2600 sf
- o Horticulture Classroom – 1600 sf
- o Greenhouse 3 – 1400 SF
- o Greenhouse A – 1000 SF
- o Greenhouse B – 1400 SF

❖ Cemex Property North of Phil Johnson Ballfields:

- The Cemex Property is located just north of the Phil Johnson Ballfields, 400 Sievers Duecy Blvd. Photos in Appendix B, Item 9. Proposals for this location must have capital to invest in their project or the ability to get capital. Partnerships with other organizations to increase recreational opportunities and share costs are highly encouraged. There will also be a need for permitting, planning, and construction. The City encourages proposals to be submitted that are contingent upon the ability to use the site as desired. Below are just a few ideas:
 - RV Park to serve the needs for tournaments at Phil Johnson ballfields. BMX Track, Pump Track, Skate Park, and other alternative sports.

❖ Senator Henry M. Jackson Park and Ballfields:

- Jackson Park, as it is more commonly referred to, is home to two (2) baseball fields, a community garden, a restroom, and an open space looking over the Snohomish River, 3302 18th St. Photos in Appendix B, Item 10.

❖ Legion Park & Walter Hall Golf Course Restaurant Areas

- Legion Memorial Golf Course Restaurant: The full-service restaurant at Legion Memorial Golf Course has a seating capacity of 162, with banquet seating options and a small private dining area for up to 20 people. Outdoor patio seating can accommodate up to 16 people. Photo in Appendix B, Item 11. Additional amenities include:
 - o Walk-in refrigerator and freezer
 - o Hot dog roaster
 - o Fryer
 - o Beverage cooler
- Walter E Hall Golf Course Restaurant: The full-service restaurant at Walter E Hall Golf Course has a seating capacity of 32 in the restaurant and patio seating of up to 16 people. Photos in Appendix B, Item 12. Additional amenities include:
 - o Walk-in refrigerator and freezer
 - o Hot dog roaster
 - o Fryer
 - o Beverage cooler

❖ Eclipse Mill Park, scheduled to open in 2027:

- The new 3-acre park at Eclipse Mill along the Snohomish Riverfront is scheduled to open in 2027 and will include amenities such as a parking lot, restroom, open space, and water access. Photos are in Appendix B, Item 13.

2.4 CONTRACT TRANSITION

In the event of a follow-on contract award to another supplier, the Proposer shall ensure a cooperative and smooth transition to a new contract provider and shall provide all records, status reports and contract files as agreed with the provided notice of termination.

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SECTION 3 – PROPOSAL EVALUATION PROCESS

3.1 GENERAL

All proposals will be reviewed to determine compliance with the requirements specified in the RFP. Proposals will be evaluated on how well they meet the city's needs, as described in the supplier's response to each requirement and the evaluation criteria identified in this RFP. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal.

3.2 SELECTION PROCESS

The City will select the proposal that, in its sole discretion, is the most advantageous to the City. The City reserves the right to make an award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the supplier's most favorable terms. The specifications may be altered by the City of Everett based on the supplier's proposal, and an increase or reduction of services with the supplier may be negotiated before contract signing, award, and execution.

3.3 CONTRACT AWARD AND EXECUTION

A contract award will be given to the suppliers that best meet the needs of the City of Everett.

The award of a contract to the successful supplier will be a notice of acceptance. The contract will bind the supplier to furnish the service in accordance with the information herein, responses to questions, the supplier's proposal, other representations made, and all other terms and conditions of the contract in its final form.

3.4 EVALUATION CRITERIA

Proposals will be evaluated based on the following weighted criteria and how well they meet the needs and requirements as described in the RFP.

#	Criteria	Points	Description
1	Qualifications and Relevant Experience	50	Evaluate responses to Questionnaire 4.03.
2	Technical Capability, Approach, and Capacity	100	Evaluate responses to Questionnaire 4.03.
3	Communication and Recreational Benefit	100	Evaluate responses to Questionnaire 4.03.
4	Risk, Performance, and Quality Assurance	25	Evaluate responses to Questionnaire 4.03.
5	Price Proposal	225	Evaluate Suppliers' price proposals to determine if the cost is fair and reasonable. Proposed prices: <ul style="list-style-type: none">• are realistic for the work to be performed and• demonstrate that the Supplier understands the Scope of Work.
	Total	500	

3.5 INTERVIEWS

The City of Everett may request interviews with the highest-ranked Supplier(s). The purpose of the interview, if held, will be to further review the finalist(s) in specific areas to determine which proposal provides the best fit and value to the City of Everett. The finalist (s) must have key employees available for these interviews. The City of Everett will notify the finalist(s) as to the time, date, and location for an interview or conference call.

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SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

4.1 SUBMITTAL REQUIREMENTS

Suppliers must provide a proposal that must demonstrate an understanding of the project requirements as stated throughout this Request for Proposal.

Proposals in response to this RFP must be submitted in the order specified below. Proposal responses must include:

- 1. Supplier Commitment and Information (included)**
- 2. Price Sheet (included)**
- 3. Narrative responses** to the questions asked. Suppliers should re-type the heading, question identifier, and question. Then, answer the questions and provide in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.
- 4. Certificate of Non-Debarment/Suspension (included)**

4.2 SUGGESTED RESPONSE FORMAT

- Standard 8 1/2" x 11" paper
- Single or double-sided, numbered pages
- Typed with a minimum of 12-point font
- Form 4.03 – re-type the question before responding

Sealed Proposal Submissions must be submitted in a SEALED ENVELOPE using the optional Proposal Opening Label (below) or clearly marked with the Proposal Number and Title to the City of Everett no later than the proposal due date and time.

URGENT – SEALED PROPOSAL ENCLOSED
Do Not Delay – Deliver Immediately

U R G E N T		City Clerk's Office Attention: Procurement 2930 Wetmore Ave, Suite 1A Everett, WA 98201	U R G E N T
	RFP Number:	2024-127	
	RFP Title:	Partnership	
	Procurement		
	Professional:		
	Supplier:		

FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION

REQUEST FOR PROPOSAL #2024-127 - 2024 General RFP for Parks Partnership

Company Name:		
Company Address:		
City:	State:	ZIP:
Tax ID #:	UBI #:	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship.		
Diversity Certification (if applicable): <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input type="checkbox"/> Minority Women Business Enterprise (MWBE) Certification number:		
Website:	City of Everett Business License #	
Supplier Contact Name (if different from Authorizing Official):	Supplier Contact Title:	
Supplier Contact Email:	Supplier Contact Direct Phone:	
Supplier Contact Address (if different from above):		
City:	State:	ZIP:

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, must be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 180 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Email:	Authorizing Official Phone:
Authorizing Official Signature and Date:	

FORM 4.02 PRICE SHEET

REQUEST FOR PROPOSAL #2024-127 - 2024 GENERAL RFP FOR PARKS PARTNERSHIPS

Supplier Name:

Provide a complete price proposal describing the financial revenue or other financial benefits offered.

- Define the proposed City of Everett Park property location(s).
- Describe the suggested revenue model, including anticipated or forecasted revenue from your proposal and proposed city compensation.
- Clearly define the proposal's expectation for city funding.
- Include detailed proposer incurred project costs to create a turn-key operation. Include initial costs and ongoing costs.
- Describe and include the value of any capital improvements that will be provided at no cost to the city.
- Describe any immediate tenant or asset improvements the city will gain from your project.

FORM 4.03 QUESTIONNAIRE

Suppliers must complete this “Questionnaire,” providing the information in the same order requested below. In their narrative, suppliers may emphasize any areas of their proposal that they believe exceed our requirements.

1. Qualifications and Relevant Experience

- A.** Briefly describe your company and any partners. Include how long each company has been in business.
- B.** Describe the qualifications of your company, its business experience, and achievements.
- C.** Describe the previous experience of each organization implementing similar projects or providing services to Parks or similar venues.
- D.** Who are you proposing to be the project manager if awarded this contract? What is their experience with this work and other aspects pertinent to this project? What are their years of experience, years in the industry, years with the firm, years of applicable licenses, etc.?

2. Technical Capability, Approach, and Capacity

- A.** What is your approach to this project? What length of contract is needed to make this endeavor worth it for your business? Describe your execution, management, and control of the project. Include a business plan specific to this proposal and include a financial proforma that covers the duration of the contract length you are proposing.
- B.** Describe any environmental or sustainability benefits of your proposal. Include sustainable related strategies, practices, services, or products that may reduce the environmental impact.
- C.** Provide a timeline plan for this project.
- D.** Describe the proposed customer service plan. This includes, at a minimum, the process of addressing customer comments, complaints, issues, and incidents received via any communication channel. Include the process for keeping the City informed of complaints that are received.
- E.** Does your firm intend to subcontract any portion of this contract? If so, please provide the following: the name of the firm(s), the percentage of work to be performed by each subcontractor, and a description of the nature of work performed by each.
- F.** Address any remaining points not asked above.

3. Communication and Recreational Benefits

- A.** Describe how the City of Everett Parks Department, residents, or visitors will benefit from your project. Why should the City accept your proposal in terms of community and recreation benefits? How many people do you anticipate serving with your approach?
- B.** Describe how your proposal would benefit Everett’s diverse population, including marginalized, underrepresented, and at-risk communities.

- C. Describe any other benefits to the city, residents, and visitors that have not already been addressed.

4. Risk, Performance, and Quality Assurance

- A. Submit no more than five (5) completed relevant project experiences within the past ten years that demonstrate successful contract performance similar in size and scope as described in this RFP, including any government experience. Include the following for each reference:
 - a. Company name and full address
 - b. Point of contact name, title, e-mail address, and phone number
 - c. Contract title, number, start, and completion dates.
 - d. Contract description and service details.
- B. Disclose any legal action that is in progress or has been taken against the proposing entity or individuals in the last five years.
- C. Disclose all business transactions and relations within the last five years that may create or be perceived to create a conflict of interest. Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe.

**FORM 4.04 CERTIFICATE OF NON-DEBARMENT/SUSPENSION
REQUEST FOR
PROPOSAL #2024-127
2024 GENERAL RFP FOR PARKS PARTNERSHIP**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a federal funded project),
_____ hereinafter referred to as *Supplier*, certifies, by submission of this document, 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.

Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.

The Supplier, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.

Signature of Authorized Official

Title of Authorized Official

Date

THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS QUOTE. RETURN ALL COMPLETED FORMS WITH ORIGINAL QUOTATION PACKAGE.

SECTION 5 – ACRONYMS & DEFINITIONS

Bidder: see “Supplier”.

CFR: Code of Federal Regulations.

City: refers to the City of Everett (“COE”), located in Washington State.

Code Requirement: all applicable requirements of the City of Everett Municipal Code (EMC) Title 16, along with any applicable codes including, but not limited to, International Mechanical Code, International Plumbing Code, and International Energy Conservation Code. EMC Title 16 can be found here:

<https://everett.municipal.codes/EMC/16>

Contractor: see “Supplier”.

Contract Administrator: see “Procurement Professional”.

Cost Analysis: comparison of offered price to the offeror’s own costs and evaluation of the difference (profit).

L&I: the Washington State Department of Labor and Industries.

Lower Tier Participant: see “Supplier”.

Mandatory Features: a condition set out in the scope of work or specifications that must be met without alteration. Not meeting a mandatory requirement may be grounds for disqualification of a bid or proposal.

Must: see “Shall”.

Offeror: see “Supplier”.

Price Analysis: comparison of proposed price to comparable pricing data.

Prime Contractor: see “Supplier”.

Procurement Professional: the individual in Procurement assigned by the City of Everett who is responsible for resolving contractual issues and supporting the Project Manager during Contract performance. This includes the issuance of a written document to amend, modify, or deviate from the Contract terms, conditions, requirements, specifications, details, or delivery schedule.

Project Manager: the individual assigned by the requesting department that is responsible for managing, inspecting, and monitoring all Contractor work performed to ensure compliance with the contract requirements. The Project Manager is the Contractor’s primary point of contact and acts as the agency’s representative in charge of work at the site.

Proposer: see “Supplier”.

RCW: Revised Code of Washington.

Recipient: see “City”.

Shall or Must: the terms “shall” or “must” are used whenever a specification expresses a requirement by either the City or the Supplier.

Subcontractor: the individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Supplier to perform any portion of the work covered by this contract.

Submittals: information which is submitted to the City of Everett by the Supplier.

Supplier: the individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a response to perform the work.

UCC: Uniform Commercial Code.

WAC: Washington Administrative Code.

APPENDIX A – Developed Park Properties

- 1 AMERICAN LEGION MEMORIAL PARK**
145 Alverson Blvd.
Playground, restrooms, shelter, trails, baseball, basketball, tennis / 18.5 acres / bus 6
Includes: EVERGREEN ARBORETUM & GARDENS
evergreenarboretum.com
- 2 BAYSIDE PARK**
2200 Grand Ave.
Adjacent to: Bayside Neighborhood Centennial P-patch / view / 1 acre
- 3 BRIDLE PARK**
Sound Ave.
Green space / 1 acre / bus 18
- 4 CASCADE VIEW PARK**
88th St. & 7th Ave.
Green space / 1 acre / bus 12
- 5 CENTURY PARK**
Berkshire Dr. SE & Elliott Way Green space / .4 acres / bus 7,8
- 6 CLARK PARK**
2400 Lombard Ave.
Playground, tennis / 2.4 acres / bus 7
- 7 DOYLE PARK**
3420 Grand Ave. Playground / 2 acres / bus 7
- 8 DREW NIELSEN NEIGHBORHOOD PARK**
13th & Colby Ave. Playground, gazebo / .4 acres
- 9 EDGEWATER PARK**
3731 W Mukilteo Blvd.
Playground, basketball, tennis / 1.5 acres / bus 18
- 10 ELM ST. PARK**
Olympic Blvd. & View Ridge Dr.
Green space / .2 acres / bus 3,18
- 11 EMMA YULE PARK**
4817 Rucker Avenue / 1 acre
- 12 FOREST PARK**
802 E Mukilteo Blvd.
Swim Center, playground, restrooms, shelter, trails, basketball, street hockey, horseshoes, tennis, water playground (summer), animal farm (summer) 197 acres / bus 3,18, requires uphill walk into park
- 13 GARFIELD PARK**
2300 Walnut St.
Playground, restrooms, baseball, basketball, bike
polo, pickle ball, tennis / 5.6 acres / bus 4,29
- 14 GRAND AVE. PARK**
1800 Grand Ave. View / 5 acres
- 15 HANNABROOK PARK**
5815 Brookridge Blvd.
Playground, trails, basketball / 6 acres / bus 3
- 16 HARBORVIEW PARK**
1621 W Mukilteo Blvd.
Trails, view / 8 acres / bus 18
- 17 HAUGE HOMESTEAD PARK**
1819 121st St. SE
Playground, shelter, restrooms, trails, fishing 3.3 acres / bus 29
- 18 HOWARTH PARK**
1127 Olympic Blvd.
Playground, restrooms, trails, tennis 28 acres / bus 18, requires walk
- 19 INTERURBAN PARK**
Madison St. & Commercial Ave.
Green space / .2 acres / bus 8, 4 blocks to 29
- 20 JETTY ISLAND (Jul & Aug)**
10th St. & W Marine View Dr.
Take the free ferry to the jetty / Donations welcome Restrooms, trails, saltwater beach, beach volleyball 127 acres / bus 6, walk about 6 blocks to
10th St boat launch
- 21 J.J. HILL PARK**
Hewitt Ave. & Broadway
Green space / .15 acres / bus 7,18
- 22 JOHNSTON-KELLY PARK** 46th St. SW & Basswood Dr. Trails / 4.8 acres / bus 3
- 23 JUDD & BLACK PARK**
Hewitt Ave. & Maple St.
Green space / .4 acres / bus 3,4,29
- 24 KASCH MEMORIAL PARK**
8811 Airport Rd.
Playground, restrooms, shelter, trails, baseball, flag football, lacrosse, soccer, softball / 60 acres / bus 8,12
- 25 KIWANIS PARK**
36th & Rockefeller Ave.
Playground, basketball / 1 acre / bus 3,18
- 26 LANGUS RIVERFRONT PARK & TRAIL**
400 Smith Island Rd.
Restrooms, shelter, trails, view, fishing, rowing, boat launch* / 96 acres
- 27 LIONS PARK**
7530 Cascade Dr.
Playground, trail, basketball
Click & Go Visually Impaired Wayfinding 3.35 acres / bus 8
- 28 LOGANBERRY LANE PARK**
9201 18th Ave. W
Trail, off-leash area / .2 acres / bus 8,12
- 29 LOWELL PARK**
4605 S 3rd Ave.
Playground, restrooms, off-leash (designated area only), basketball, tennis / 10 acres / bus 29
- 30 LOWELL RIVERFRONT PARK & TRAIL**
1400 Lowell River Rd.
Trail, view, fishing / 7 acres / bus 29
- 31 MAGGIE'S PARK**
Everett Ave. & W Marine View Dr. V
- 32 NORTH & SOUTH VIEW PARK**
510 W Marine View Dr. View / 4.5 acres / bus 6
- 33 PHIL JOHNSON BALLFIELDS**
400 W Sievers Duecy Blvd.
Playground, restrooms, concessions area, baseball, fastpitch softball
13 acres / bus 3,8
- 34 RIVERSIDE PARK**
Everett Ave. & E Grand Ave.
View / .2 acres / 3 blocks to bus 4
- 35 ROTARY PARK**
3505 Lowell-Snohomish River Rd. Restrooms, trail, fishing, view, boat launch*
11.3 acres / 3 blocks to bus 29
- 36 RUCKER HILL PARK**
621 Laurel Dr. / 2 acres
- 37 SENATOR HENRY M. JACKSON PARK**
1700 State St.
Playground, shelters, restrooms, baseball, basketball, softball / 15.25 acres / bus 4,29
- 38 SOUTH EVERETT FOREST PRESERVE**
1017 109th St. SE / 15 acres / Trail
- 39 SUMMIT PARK**
Summit Ave.
View / 3 acres / bus 4, 4 blocks to bus 29
- 40 THORNTON A. SULLIVAN PARK**
11405 W Silver Lake Rd.
Playground, restrooms, shelters, trails, view, basketball, disc golf, fishing, table tennis on the beach / 35.3 acres / bus 29
- 41 VIOLA OURSLER VIEWPOINT**
721 E Marine View Dr. View / .25 acres / bus 4
- 42 WALTER E. HALL PARK**
1226 W Casino Rd.
Playground, restrooms, soccer, skate park / 9 acres / bus 12
- 43 WETMORE THEATREPLAZA**
2710 Wetmore Ave.
Amphitheater / bus 3,7,29
- 44 WIGGUMS HOLLOW PARK**
2808 10th St.
Playground, shelter, baseball, basketball, skate park 10 acres / bus 4,29
- 45 DEER PARK**
Corner of 13th Ave W and 55th St. SW
Playground
.25 acres
- 46 GREEN LANTERN PARK**
19th Ave. SE on the east bank of Silver Lake
Perimeter walkway, picnic tables and benches
.9 acres

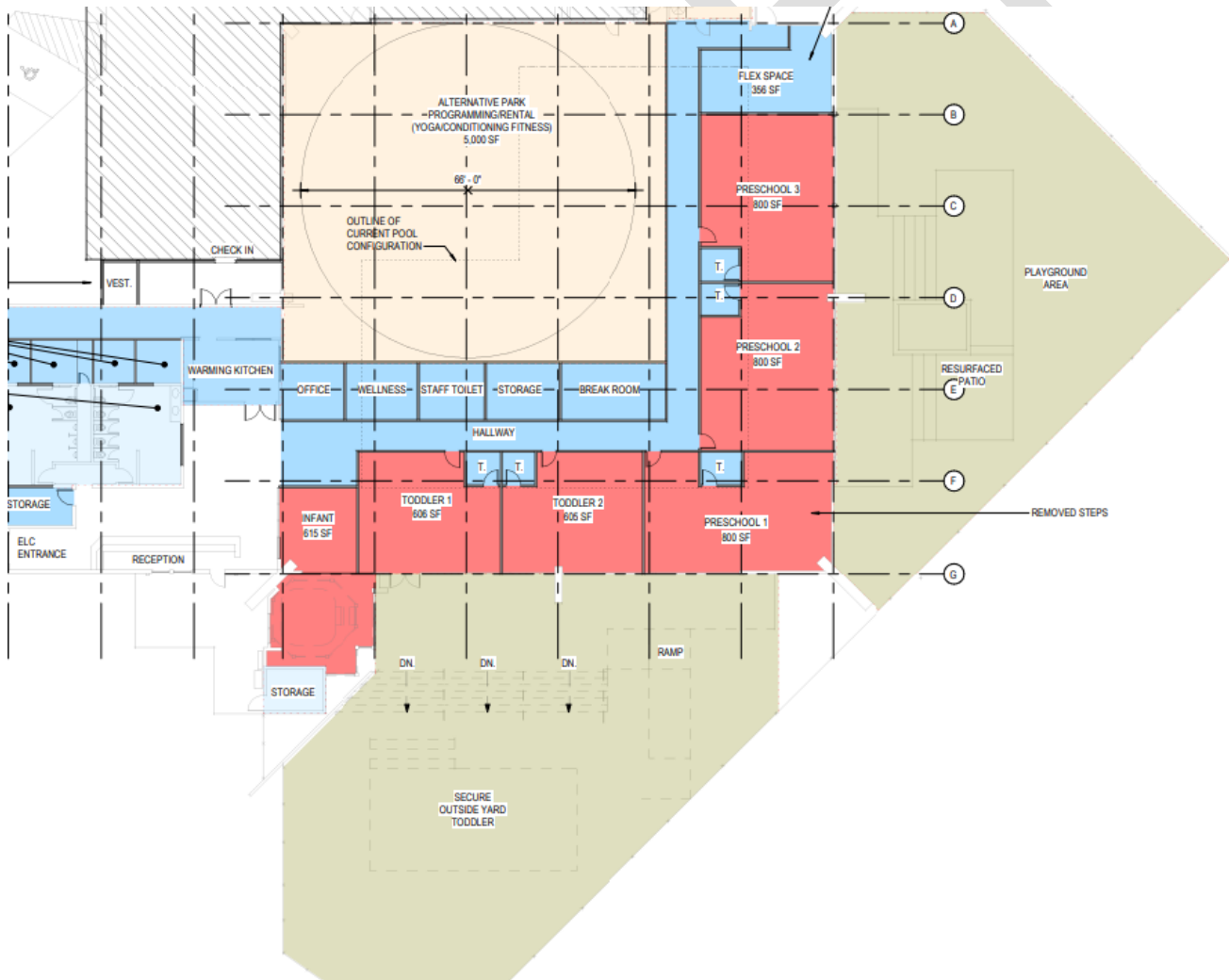
*BOAT LAUNCH FOR ROTARY & LANGUS PARK
Single launch \$10 / VISA, MC, cash and check accepted.

APPENDIX B

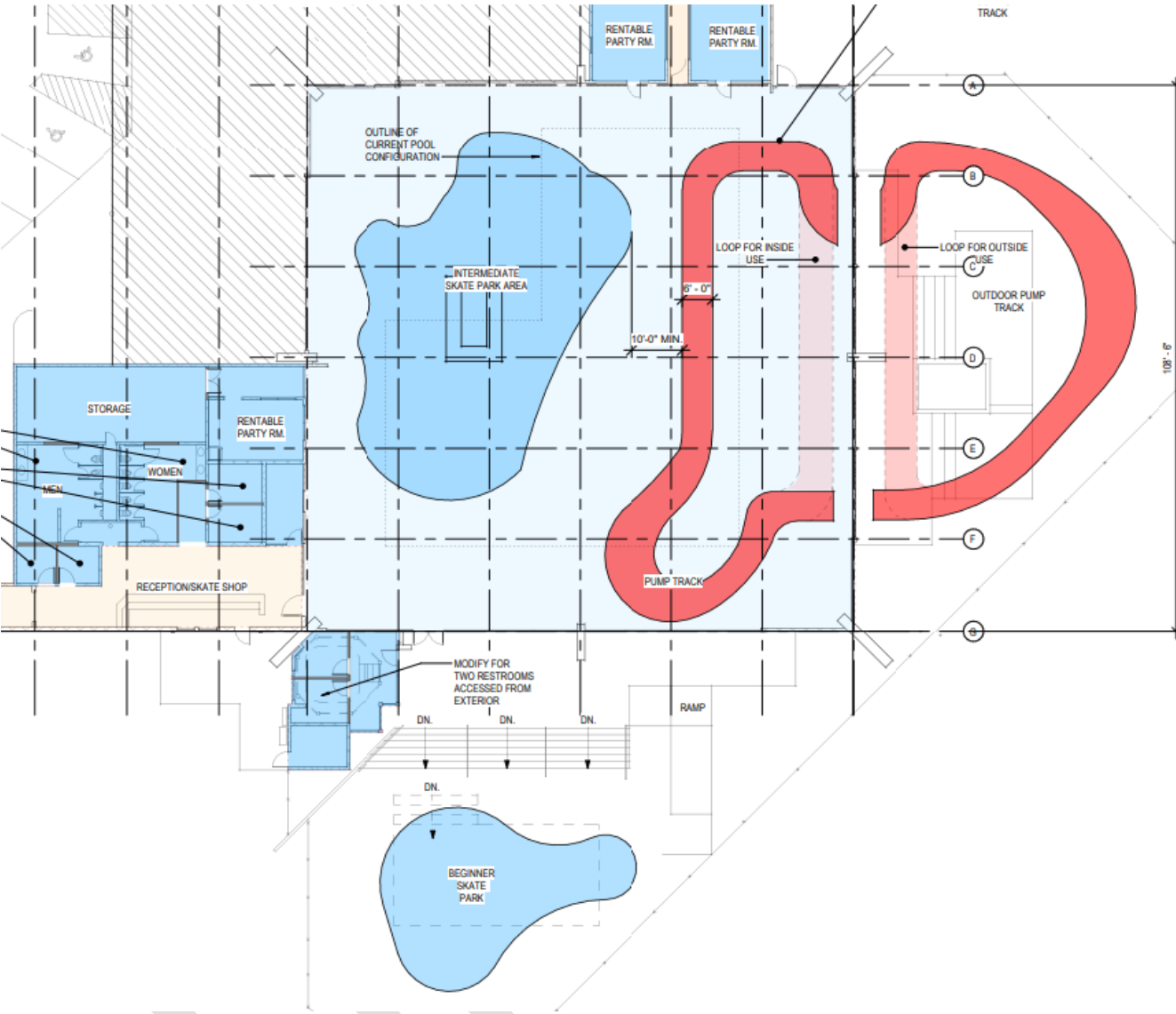
Item 1: Forest Park Swim Center – Pool and Non-pool Uses.



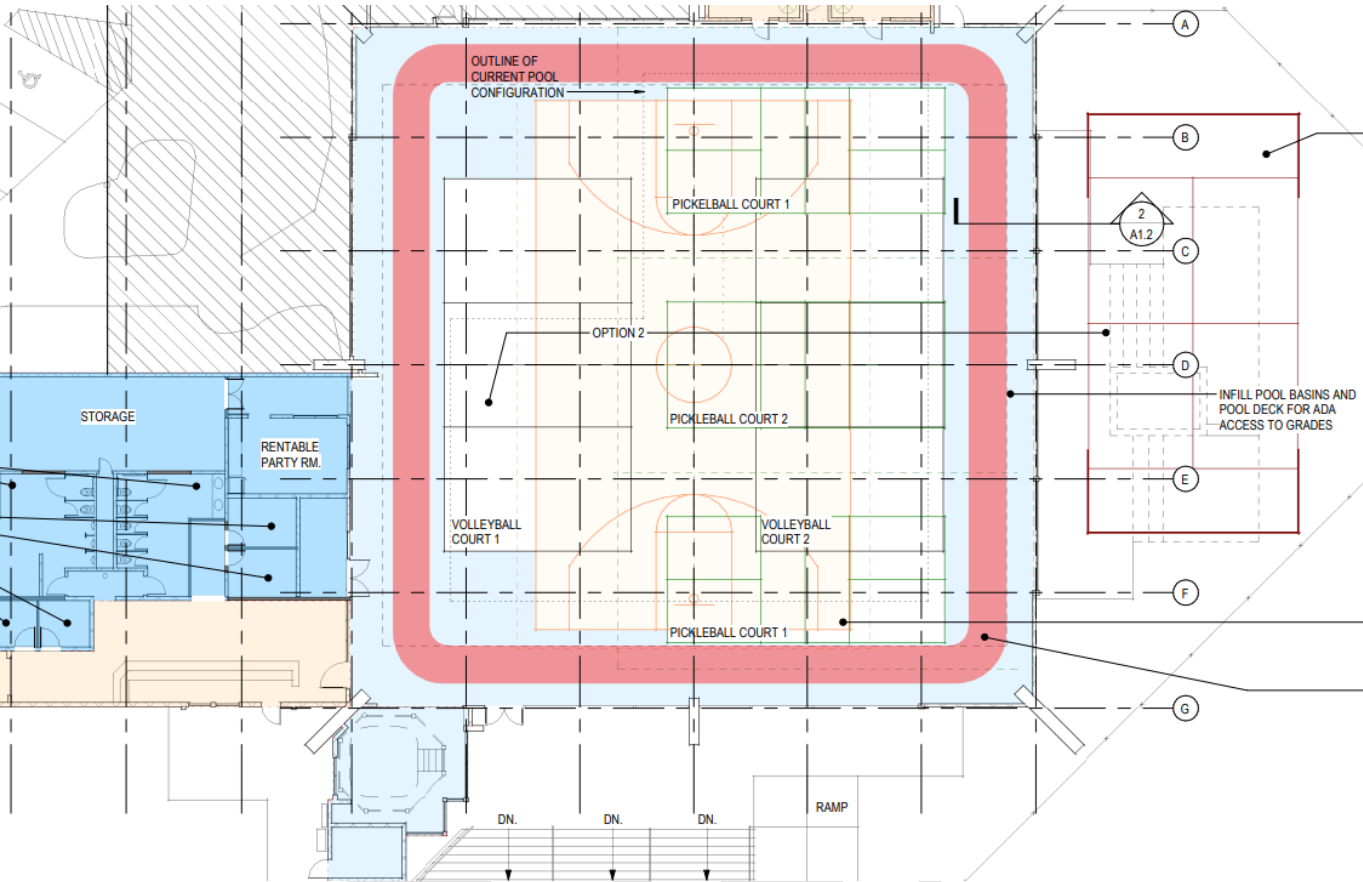
Forest Park Swim Center conversion to Early Childhood Learning Center



Forest Park Swim Center conversion to Indoor and Outdoor Skate Park



Forest Park Swim Center conversion to Recreational Courts:



Item 2: Animal Farm at Forest Park



Classroom:

Bunny Bank:

Horse Barn:



Item 3: Forest Park - Fieldhouse (Preschool)



Item 4: Forest Park - Lions Hall



Item 5: Forest Park - Spruce Hall:



Item 6: Forest Park - Concession Site, Concrete Pad:



Item 7: Forest Park – Concession Site, between Floral Hall and Swim Center:



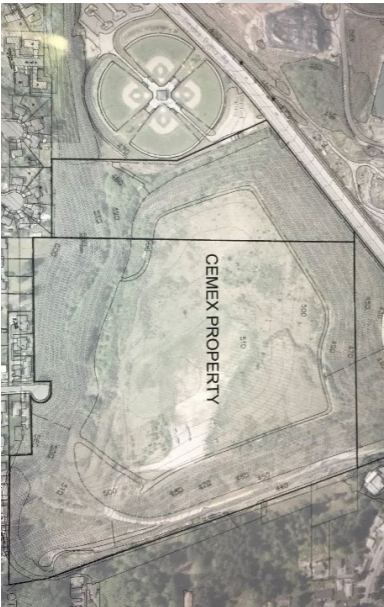
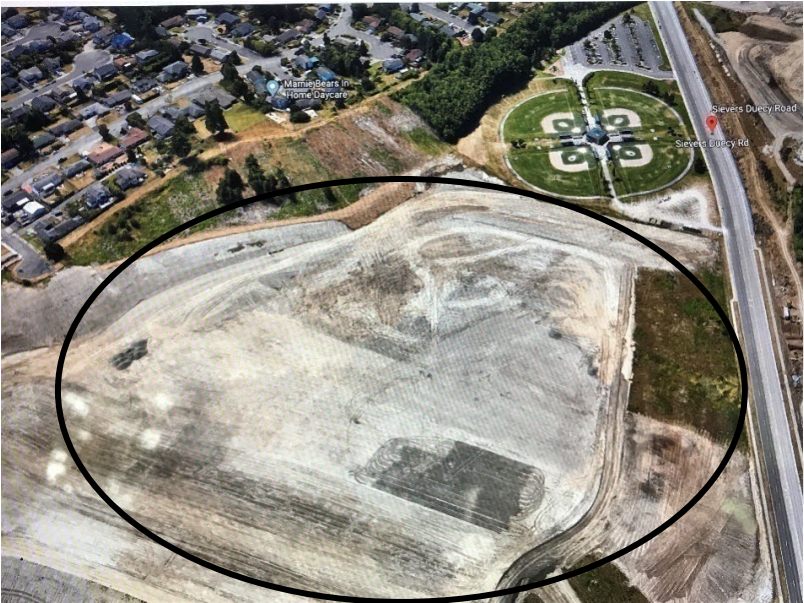
Item 8: Legion Park - Horticulture Area



Legion Horticulture Office:



Item 9: Former Cemex Property on Sievers Duecy Road



Item 10: Senator Henry M. Jackson Ballfields (Qty 2)



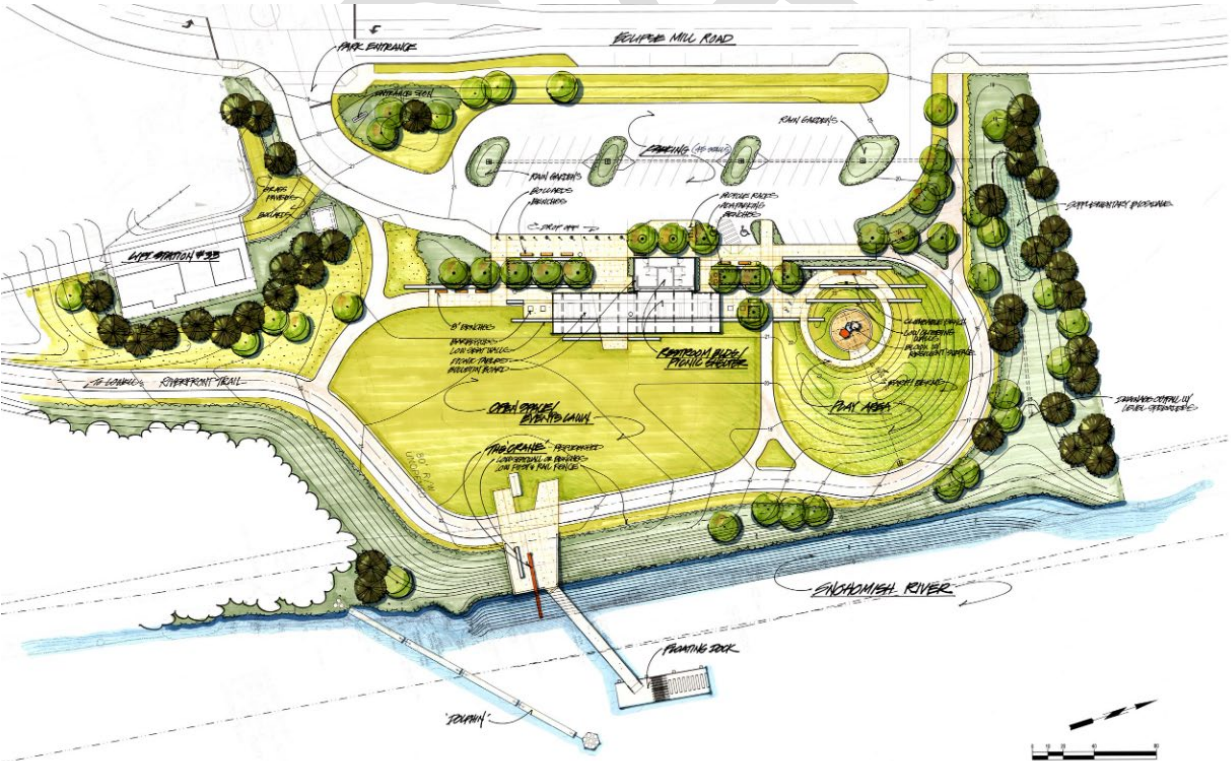
Item 11 Legion Golf Course Restaurant



Item 12 Walter Hall Golf Course Restaurant



Item 13 Eclipse Mill Park



3-ACRE PARK
RIVERFRONT DEVELOPMENT PUBLIC AMENITIES



Project title: 2024 Biosolids Removal

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 10/9/24
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Final Contract Voucher
Affidavit of Amounts Paid
Final Estimate
Certificate of Completion

Department(s) involved:

Public Works

Contact person:

Jeff Marrs

Phone number:

425-257-8967

Email:

jmarrs@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Final Acceptance and Certificate of Completion

Project: 2024 Biosolids Removal – UT 3826-2

Partner/Supplier: American Process Group, LLC

Location: Everett Water Pollution Control Facility

Preceding action: Call for bids: [08/09/2023](#), Award: [11/1/2023](#)

Fund: Fund 401 – Water & Sewer Utilities

Fiscal summary statement:

The biosolids project was paid from Fund 401. Original contract amount approved by council was \$1,275,708.21 and amount paid was \$1,273,312.32.

Original Contract Amount: \$1,275,708.21

Change Orders: \$ - 0 -

Final Contract Amount: \$1,275,708.21

Final Contract Price: \$1,273,312.32

Project summary statement:

The general contractor, American Process Group, LLC. completed the 2024 Biosolids Removal in accordance with the Project's plans and specifications and to the satisfaction of the Public Works Department.

Recommendation (exact action requested of Council):

Accept the 2024 Biosolids Removal Project as complete and authorize the Mayor to sign the Certificate of Completion.



CERTIFICATE OF COMPLETION

Project:	2024 Biosolids Removal
Contractor:	American Process Group, LLC
Work Order Number:	UT3826-2

The above-mentioned Project was constructed per the plans and specifications and to the satisfaction of the Public Works Department.

The Contractor physically completed the Project within the time allowed in the Contract.

It is recommended that the City accept this Project as complete.

This certificate waives no rights that the City may have under the Contract, including without limitation rights to enforce the Contract against the Contractor for defective work.

Recommended:



Ryan Sass, Director of Public Works

Date: 9-25-2024

Approved:

Cassie Franklin, Mayor

Date: _____

ATTEST:

Office of the City Clerk

STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
FEBRUARY 8, 2023

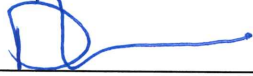
CITY OF EVERETT
FINAL CONTRACT VOUCHER CERTIFICATION

DATE: April 10th, 2024
CONTRACTOR: American Process Group, LLC.
PROJECT TITLE: 2024 WPCF Biosolids Removal
DATE WORK COMPLETE: May 30, 2023

ADDRESS: 1201 Pacific Ave., Suite 600
CITY/STATE: Tacoma, WA 98402
WORK ORDER NO. UT 3826-2
FINAL AMOUNT: \$1,273,312.32
Inclusive of Washington State Sales Tax

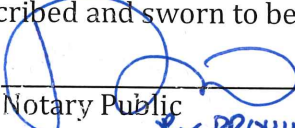
CONTRACTOR'S CERTIFICATION

I, the undersigned, having first been duly sworn, certify that the attached bill is a proper charge for work performed and material furnished to the City of Everett, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant; that I have not rented or purchased any equipment or materials from any employee of the City; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Everett under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Everett from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.

X 
CONTRACTOR
American Process Group, LLC.

X American Process Group LLC
TITLE

Subscribed and sworn to before me this 11th day of April, 2024

X 
Notary Public
PROVINCE OF ALBERTA ✓
JUSTIN DANZO
Barrister & Solicitor

In and for the State of Washington, residing at EDMONTON, ALBERTA, CANADA

A Commissioner for Oaths and Notary Public
in and for the Province of Alberta
My Commission Expires at His Majesty's Pleasure

PUBLIC WORKS DEPARTMENT CERTIFICATION

I Certify the attached final estimate to be based upon actual measurements and to be true and correct.

APPROVED Date: 9-25-2024

X 
Biosolids Manager
Joseph Ferguson

X 
Public Works Director
Ryan Sass

INSTRUCTIONS

The Affidavit of Wages Paid must be prepared by the prime contractor, all subcontractors, and all subcontractor's agents and forwarded with the Final Contract Voucher Certification. Contractor's Claims, if any, must be included and the Contractor's Certification must be labeled indicating a claim attached.



**City of Everett
Construction Management**

Affidavit of Amounts Paid DBE Participants

Contractor: American Process Group LLC			Date: April 11, 2024	
Address: 1201 Pacific Ave., Suite 600		City: Tacoma	State: WA	Zip Code: 98402
Project Title: 2024 Biosolids Removal			Project Work Order #: UT 3826-2	
Federal Aid Project Number (if Federally Funded)				
Contract Bid Price: \$ 1,273,312.32		DBE Condition of Award: \$ 0.00		
DBE Participant Name and Address	Ethnic Code	Contract Type	Bid Item No.(s)	Amount Paid Participants (Including retainage held)
None				
Ethnic Code: B = Black H = Hispanic A = Asian American I = American Indian and Alaskan Native O = Other		Contract Type: S = Subcontractor M = Material Supplier JV = Joint Venture	Total DBE Participation Achieved \$ 0.00	

Affidavit

I, the undersigned, do hereby certify that in connection with all work on the project for which this statement is submitted, each DBE participant contracted by me has been paid the amounts shown for bid items, or portions thereof, listed.

Signature [Signature] Title General Manager

Subscribed and sworn before me this: 11th day of April, 2024

Notary Seal

[Signature] Notary Public in and for the State of Washington

residing at EDMONTON, ALBERTA, CANADA

JUSTIN DANZO
Barrister & Solicitor

A Commissioner for Oaths and Notary Public
in and for the Province of Alberta
My Commission Expires at His Majesty's Pleasure

THIS FORM IS REQUIRED WITH THE FINAL ESTIMATE
FROM THE PRIME CONTRACTOR ON ALL PROJECTS



3200 Cedar Street,
Everett WA 98201
(425) 257-8800

FINAL

Retainage not withheld
per Retainage Bond
#

CONTRACT ESTIMATE VOUCHER
Schedule: A

Date: 04/04/2024
CM Check: Joseph Ferguson
PM Review:

Date: 04/09/2024
Recommended By: [Signature]
PW Director:

Contractor: American Process Group, LLC
Project: 2024 WPCF Biosolids Removal
Estimate: 2
W.O.# UT3826-2
Cutoff: 3/22/2024

SCHEDULE	ORG. CONTRACT	TO DATE	VARIANCE
A	\$ 1,275,708.21	\$ 1,273,312.32	\$ (2,395.89)
Total	\$ 1,275,708.21	\$ 1,273,312.32	\$ (2,395.89)

		TO DATE	PREVIOUS	PRESENT
TOTAL		\$ 1,158,609.94	\$ 1,089,009.94	\$ 69,600.00
LESS RETENTION	5.0%	\$ (57,930.50)	\$ (54,450.50)	\$ (3,480.00)
SALES TAX	9.9%	\$ 114,702.38	\$ 107,811.98	\$ 6,890.40
AMOUNTS PAID		\$ 1,215,381.83	\$ 1,142,371.43	\$ 73,010.40
DUE THIS ESTIMATE				\$ 73,010.40

ITEM #	ITEM DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	CONTRACT TOTAL	UPDATED WITH CO & MOH QUANTITY	UPDATED WITH CO & MOH TOTAL	TO DATE QUANTITY	TO DATE TOTAL	PREVIOUS QUANTITY	PREVIOUS TOTAL	PRESENT QUANTITY	PRESENT TOTAL
1	Mobilization and Demobilization	LS	\$ 116,000.00	1.00	\$ 116,000.00	1.00	\$ 116,000.00	1.00	\$ 116,000.00	0.40	\$ 46,400.00	0.60	\$ 69,600.00
2	Decontamination of Equipment	LS	\$ 29,010.00	1.00	\$ 29,010.00	1.00	\$ 29,010.00	1.00	\$ 29,010.00	1.00	\$ 29,010.00	0.00	\$ -
3	Dry Tons Biosolids Removed, Dewatered, & Placed on Biosolids Pad	Dry Ton	\$ 502.89	2,000.00	\$ 1,005,780.00	2,000.00	\$ 1,005,780.00	2,015.55	\$ 1,013,599.94	2,015.55	\$ 1,013,599.94	0.00	\$ -
4	Force Account (Section 00 7200)	FA	\$ 10,000.00	1.00	\$ 10,000.00	1.00	\$ 10,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -



City Council Agenda Item Cover Sheet

Project title: PSA Amendment #1 for Cabinet Charging Infrastructure at Public Works

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent: 10/9/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Amendment #1

Department(s) involved:

Everett Transit

Contact person:

Mike Schmieder

Phone number:

425-257-7761

Email:

mschmieder@everettwa.gov

Initialed by:

MJS

Department head

Administration

Council President

Project: Cabinet Charging Infrastructure at Public Works

Partner/Supplier: BCE Engineers, Inc.

Location: 33rd Street and Cedar Street

Preceding action: PSA approval [11/3/2023](#)

Fund: Fund 425, Everett Transit

Fiscal summary statement:

Summary of PSA with BCE Engineers, Inc.

- | | |
|--------------------------------------|--------------|
| • Original Scope of Work | \$ 35,600.00 |
| • Additional Scope of Work | \$138,949.00 |
| • Total Compensation (Not to Exceed) | \$174,549.00 |

Project summary statement:

Everett Transit is planning to purchase an additional fourteen (14) 100% electric buses and will expand the bus charging system(s) at the Public Works yard at 3200 Cedar Street, Everett.

BCE Engineers, Inc. is providing all necessary engineering, design, components list, and bid-ready documents. These documents will allow Transit to advertise the project for competitive bid.

In addition, BCE Engineers will provide Construction Administration services during the construction phase of the projects to ensure that the contractor meets all specifications and provides Everett Transit with a “turnkey” charging system.

Amendment One expands BCE’s scope of work to includes designing additional charging capacity and infrastructure to a City of Everett owned parcel of land to the south of and across 33rd Street. This added scope includes providing all necessary engineering, design, components list, and bid-ready documents. These documents will allow Transit to advertise the project for competitive bid.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign an amended PSA Amendment One with BCE Engineers, Inc. with a new total compensation amount of \$174,549.00.



**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:

Service Provider	BCE Engineers, Inc.
City Project Manager	Brad Chenoweth
	bchenoweth@everettwa.gov
Original Agreement Date	11/3/2023

AMENDMENTS		
New Completion Date	If this Amendment changes the Completion Date, enter the new Completion Date: 6/30/2025 If no new date is entered, this Amendment does not change the Completion Date.	
New Maximum Compensation Amount	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	\$35,600.00
	Compensation Added (or Subtracted) by this Amendment	\$138,949.00
	Maximum Compensation Amount After this Amendment	\$174,549.00

Changes to Scope of Work	Scope of Work is changed by ADDING the work in the attachment to this Amendment	Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work.
Other Amendments	N/A	
Standard Amendment Provisions	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.	
	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.	
	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.	

SIGNATURES ON FOLLOWING PAGE

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

**CITY OF EVERETT
WASHINGTON**

Enter Service Provider name – must match name above

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Ben Hedin

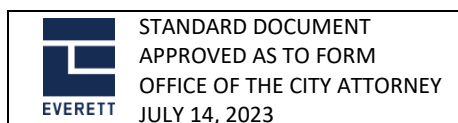
Signer's Email Address: brhedin@transystems.com

Title of Signer: Principal

Date

ATTEST

Office of the City Clerk



September 13, 2024

Everett Transit
3225 Cedar Street
Everett, WA 98201

Attn: Brad Chenoweth

RE: COE Transit – South Site EV Charger Addition – Design Fees

Brad,

Thank you for continuing to utilize BCE Engineers as your electrical consultant for this project. We look forward to working with you.

The scope of work, as we understand it, is to provide electrical and civil design for a 5-bus EV charger addition at a new site at the corner of Hill Ave and 33rd Street in Everett.

ELECTRICAL DESIGN

Our proposed scope includes the following:

- Basis of Design Narrative
 - o Description of the new work
 - o Cut Sheets and list of proposed equipment
 - o Engineer cost estimate
- Drawings
 - o Plans showing new electrical infrastructure for EV Chargers
 - Conduit, conductors, handholes/vaults, electrical gear, chargers, etc
 - Trenching, concrete pads, patching (as required)
 - Load and fault current calculations
- Division 26 Specifications for new work
- Teleconferences for internal coordination and up to (2) on-site meetings throughout the design process (if desired by Everett)
- Coordination with SnoPUD, including:
 - o Application for service
 - o Service point confirmation
 - o Required construction detailing
- Coordination with ChargePoint

CIVIL DESIGN and SURVEY

See attached proposal from AHBL for specific scope.

GEOTECHNICAL

See attached proposal from GeoResources for specific scope.

GENERAL ASSUMPTIONS AND EXCLUSIONS

Included is design in AUTOCAD (as applicable to the rest of the design team). We anticipate (3) official design submittals:

Design Development (30%) – Major equipment layouts and product selections to ensure BCE and ET are on the same page.

Permit (90%) – Final design with all applicable detailing and calculations for a plan review submittal to the City of Everett. Includes CSI specifications for applicable disciplines.

Construction Documents (100%) – Bid-ready documents, including plans and specifications.

Bidding assistance is included for the following items: (1) precon site walk with Transit personnel and prospective contractors, pre-Bid RFI responses and associated addendums.

Construction assistance is included for the following items: submittal reviews (product and O&Ms), design clarifications, RFI responses, Change Order reviews, and as-built drafting of field changes. We have also included up to (3) site walks during construction to review installed conditions. Three (3) teleconferences are also included as necessary to address any field questions.

Specific Scope Assumptions and Exclusions:

- Division 01 Specifications will be provided by Everett Transit
- Bid Advertisement and management of the bidding process will be by Everett
- Chargers and associated accessories (ie. Power Boxes) will be purchased separately by COE Transit and turned over to the Contractor for installation

We propose to perform the above services for the following fees:

Electrical (Hourly NTE):	\$ 21,900
Civil (Fixed):	\$ 59,500
Survey (Fixed and Reimburse):	\$ 9,000
Landscape (Fixed and Hourly):	\$ 31,900
Geotechnical (Fixed):	\$ 11,075
<u>Markup (5%):</u>	\$ 5,574
Total:	\$138,949

Again, thank you for the opportunity to submit a proposal for this project. If you have any questions, please do not hesitate to call.

Sincerely,

BCE ENGINEERS

Ben Hedin, PE
Principal



September 12, 2024

REVISED

Mr. Ben Hedin
BCE Engineers, LLC a subsidiary of TranSystems Corporation
6021 12th Street East, Suite 200
Fife, WA 98424-1376

Project: Everett Transit Bus Site Charging Infrastructure, AHBL No. 2240736.10/.40/.50
Subject: Revised Proposal for Civil Engineering, Landscape Architecture, and Land Surveying Services

Civil Engineers

Structural Engineers

Dear Ben:

Thank you for the opportunity to submit this revised proposal for the design of a new parking lot for bus charging stations. The site is located along the south side of 33rd Street between Hill Avenue and Cedar Street in Everett, Washington. We understand discharge to a combined sanitary sewer and storm drainage system may occur. In addition, flow control measures are required for projects creating more than 200 square feet of net new impervious surfaces. The project will exceed these thresholds. Therefore, the project will be required to provide stormwater flow control and water quality treatment measures. We have included fees related to stormwater flow control and water quality treatment as a separate task. We will apply for a pre-application meeting with City of Everett. Our scope and fees are based on our discussion with you on August 23, 2024, and our email communications.

Landscape Architects

Community Planners

Land Surveyors

Neighbors

Our scope and associated fee are listed below:

Civil Engineering – 2240736.10

This proposal assumes three submittals will occur at the design development (DD) phase, permit phase, and construction documents (CD)/bid phase.

Civil Engineering Design – Task 11

1. Apply to the City of Everett for a pre-application meeting to better understand City requirements for the project. Attend the virtual pre-application meeting with the owner.
2. Prepare a base map for site plan and engineering drawings based on the site survey provided by others.
3. Visit the site to observe existing conditions.
4. Prepare plans and calculations for a temporary erosion and sedimentation control (TESC) plan.
5. Complete the National Pollutant Discharge Elimination System (NPDES) application and the newspaper notice, submit to you for signature, and forward the application material to the Washington State Department of Ecology (Ecology).
6. Prepare plans and calculations for a site grading plan. Provide finish grade elevations for the civil site improvements.

TACOMA

2215 North 30th Street

Suite 300

Tacoma, WA 98403-3350

253.383.2422 TEL

www.ahbl.com



7. Prepare plans and calculations for a drainage plan. This scope of work includes the system design to meet the requirements of the *City of Everett Stormwater Management Manual*. This portion of the scope of work includes the following:
 - a. Drainage Report – The Stormwater Site Plan (SSP) will include supporting calculations and exhibits for the storm system design.
 - b. Onsite stormwater runoff collection.
 - c. Offsite Analysis – Downstream drainage analysis for one-quarter mile.
8. Prepare an onsite surfacing plan including site access and pavement markings.
 - a. We understand that recommended pavement sections will be provided by the project geotechnical engineer.
9. Prepare three-part CSI format technical specifications for civil site work.
10. Coordinate with the design subconsultants, to include geotechnical engineer and electrical engineer.
11. Coordinate with the client/owner and governing agency during design.
12. Prepare a cost opinion.
13. Support the project team with permitting related to site development and civil utility permits (i.e., storm). AHBL will collate design documents, prepare applications, and submit the site development permit to City of Everett.

Stormwater Flow Control and Water Quality Treatment – Task 12

14. Prepare storm drainage plans, including stormwater flow control and water quality treatment measures.
15. Add stormwater flow control and treatment measures to the drainage report. This portion of the scope of work includes the following:
 - a. Flow Control System (Detention/Infiltration) – Based on limited site area, underground detention is anticipated.
 - b. Treatment.
 - c. Drainage Report – The Stormwater Site Plan (SSP) will include supporting calculations and exhibits for the storm system design.

Offsite Improvements – Task 13

16. Prepare plan and profile drawing for frontage curb, gutter, and sidewalk, as required by City of Everett. This plan will provide for roadway sections and road details, as required by City of Everett.



17. Prepare new ADA ramp design for the southeast corner of the intersection of Hill Avenue and 33rd Street and the southwest corner of the intersection of Cedar Street and 33rd Street. Two ramps are assumed to be required across the street for companion ramps. Design of a total of six new ADA ramps is anticipated to be required. All other ADA ramps at the intersections were recently improved by the City. These ramps are assumed to meet ADA requirements and not require improvements. However, the ramp slopes will be checked for ADA compliance.

Agency Review – Task 14

18. This proposal includes plan revisions to address comments from agency reviews. This task includes meeting with you to review agency comments. If the agency requests changes that contradict their design standards or information they provided previously, this may result in a change of scope and fee.

Construction Phase Services – Task 15

19. Assist the owner/client during construction to confirm the intent of the design is being met. This will include occasional site visits, attendance at meetings requested by owner/client, and response to contractor questions as they relate to the design. Assist the owner during the bidding phase. We will attend a pre-bid conference and prepare addenda, as necessary.
20. Based on the contractor-furnished as-built drawings, prepare record drawings for the onsite improvements and submit to City of Everett.

Landscape Architecture – 2240736.40

Overarching project assumptions and understanding of scope:

- We understand that our scope is limited to:
 - Planting at code-required areas around the site, including:
 - Parking lot plantings.
 - Perimeter and service area buffering or screening plantings.
 - Irrigation in newly planted areas.
 - Fencing and gate design and documentation.
- Submittals to be included:
 - Landscape Plan, per City of Everett requirements.
 - Construction Documents/Permit.
- We will coordinate with the lighting designer or electrical engineer, if needed, on lighting design and layout for their documentation.
- We will coordinate with the civil engineer for revised paving locations in the existing parking areas for their layout and documentation.
- We will coordinate with the civil engineer for the irrigation point of connection and layout for their documentation, which may or may not include an irrigation meter. Irrigation design will start after the irrigation point of connection. The intent is to use any existing irrigation system to the maximum extent feasible.

Our detailed scope for related phases of work is listed below.



Landscape Architecture Design – Task 41

1. Research applicable codes to determine specific site planting requirements.
2. Coordinate with project team members and owners regarding preferences for the project.
3. Prepare conceptual irrigation plans and details related to the point of connection and coordinate with civil engineers.
4. Preliminary Design Process:
 - a. Prepare plans for submittal, including:
 - Preliminary planting plan.
 - Preliminary planting image boards.
 - Preliminary fencing and gate layout plan.
 - Preliminary fencing material image board.
 - b. Review preliminary design submittal with client and project team.
5. Attend online project meetings/conference calls:
 - a. Client meetings - assuming one per phase.
 - b. Consultant meetings - assuming two per phase.
6. Upon preliminary design approval, prepare CDs for the planting, irrigation, and fencing portions of the project.
7. Incorporate feedback on plans and plant list based on preliminary design review.
8. Continue coordination with project team members and owner regarding preferences for the project.
9. Issue permit packages for review.
10. Prepare sheet format specifications.
11. The following deliverables will be produced for the following submittals - 100% CD/ Permit Set:
 - Fencing Layout and Materials Plan(s).
 - Soil Preparation Plan(s).
 - Planting Plan(s).
 - Planting Details.
 - Irrigation Plan(s).
 - Irrigation Details.
 - Sheet format Technical Specifications for all soils, planting, irrigation, and fencing-related elements.



12. Attend online project meetings/conference calls:

- a. Client meetings - one per task.
- b. Consultant meetings - four per task.

Permitting – Task 42

13. Revise plans to address agency review comments. If the agency requests changes that contradict their design standards or information they provided previously, this may result in a change of scope and fee. This task includes:
- a. Two rounds of revisions needed to address agency-related comments for the site development permit submittal.

This scope of work will be billed on a time and expense basis, with an estimate provided below.

Construction Phase Services – Task 43

14. Respond to contractor-initiated questions (RFIs) during construction as they relate to the design.
15. Review related product submittals and shop drawings and report findings to the project team.
16. This task allows for a total of five site visits:
- a. Three site inspections (including site observations with report) during construction to ensure the intent of the design is being met, including fencing layout, planting soil preparation, planting material inspection and layout, mainline pressure test, and irrigation coverage test.
 - b. Two site visits post-construction (one punchlist visit and one follow-up/back-punch visit).
17. Prepare final letter of substantial project conformance/completion.

This scope of work will be billed on a time and expense basis, with an estimate provided below.

Land Surveying – 2240736.50

Topographic Survey

1. Perform boundary and topographic survey of Tax Parcel 00439080200100 located at 3301 Hill Avenue, Everett, Washington, and the adjacent right-of-way to the topography area (refer to the survey limits attached). Assumes the client and/or representative will obtain access to the subject private property prior to the field effort. Survey will locate building (close face of adjacent buildings), asphalt, concrete, curbing, walks, parking, surface utilities, landscaping, grade breaks, trees, and other improvements within the survey area. Survey will include sufficient ground shots to produce ground contours at 1-foot intervals. This project will be on NAD83/2011 horizontal datum and NGVD88 vertical datum.



2. Survey of surface utilities noted above includes private utility locations of the area associated with conductible utilities and visible surface utilities. The fee associated with the private locators is included in the topographic survey fee.
3. Survey includes boundary and right-of-way ties, online record research, and record placement of boundary and adjacent rights-of-way. No title report to be provided or reviewed, and no property corners will be set associated with this topography task. If a title report is provided, we can incorporate the property description and associated easements on the map.

Deliverable: Provide the design team with a digital AutoCAD drawing and a hard copy printout of the topography map.

Reimbursable Expenses – Task 90

Reimbursable expenses such as mileage, reprographics, and NPDES-related costs. This scope of work will be billed on a time and expense basis, with an estimate provided below.

Billing Summary

<u>Item</u>	<u>Description</u>	<u>Task No.</u>	<u>Amount</u>
Civil Engineering - 2240736.10			
Items 1-13	Civil Engineering Design	T-11	\$28,500
Items 14-15	Stormwater Flow Control & Water Quality Treatment	T-12	8,000
Items 16-17	Offsite Improvements	T-13	9,000
Item 18	Agency Review	T-14	7,000
Items 19-20	Construction Phase Services	T-15	7,000
Subtotal			\$59,500
Landscape Architecture – 2240736.40			
Items 1-12	Landscape Architecture Design	T-41	\$19,700
Item 13	Permitting (Limited-T&E est.)	T-42	5,300
Items 14-17	Construction Phase Services (Limited-T&E est.)	T-43	6,900
Subtotal			\$31,900
Land Surveying - 2240736.50			
Items 1-3	Topographic Survey		\$7,800
Reimbursable Expenses (T&E est.)		T-90	\$1,200
GRAND TOTAL			\$100,400

If we have misunderstood your expectations for scope or level of service, we would be happy to meet with you and discuss additions or deletions from our proposed services.



Exclusions

This proposal does not include fees associated with agency reviews, submittals, or permits, nor does it include any work associated with the following services:

- a) Except as noted in the scope of work, professional services of subconsultants, e.g., geotechnical and traffic engineers, or wetlands, wildlife, and other specialists if required by the review agency.
- b) Preparation, submittal, or securing of permits including, but not limited to:
 - 1) Hydraulic Permit Applications from the Washington State Department of Fish and Wildlife for work in stream buffers or floodplain areas.
- c) Preparation, submittal, or securing of extensions or renewals for expiring or expired applications or permits. Monitoring of applications or permit expiration dates is the responsibility of others.
- d) Expanded environmental checklist or environmental impact statement.
- e) Offsite improvements beyond those indicated.
- f) Costs associated with reconsiderations of agency decisions.
- g) Costs associated with preparing and filing variances, etc.
- h) Costs associated with title reports or other legal documents.
- i) Costs associated with substantial redesign after preparation of design development drawings.
- j) Preparation of maintenance manuals, reports, or certification testing of installed improvements.
- k) Additional inspections that are a result of contractor non-compliance to the plans or specifications.
- l) Dividing the design work into more than one phase of work.

Although we do assist the owner during the construction process, this proposal is for design services only and in no way implies we are construction managers.

If you find this proposal acceptable, please sign and return a copy of the enclosed contract to our office. We will return a copy of this contract to you after we have signed it. Our receipt of the signed contract will be our notification to proceed.

If you have any questions, please call me at (253) 383-2422.

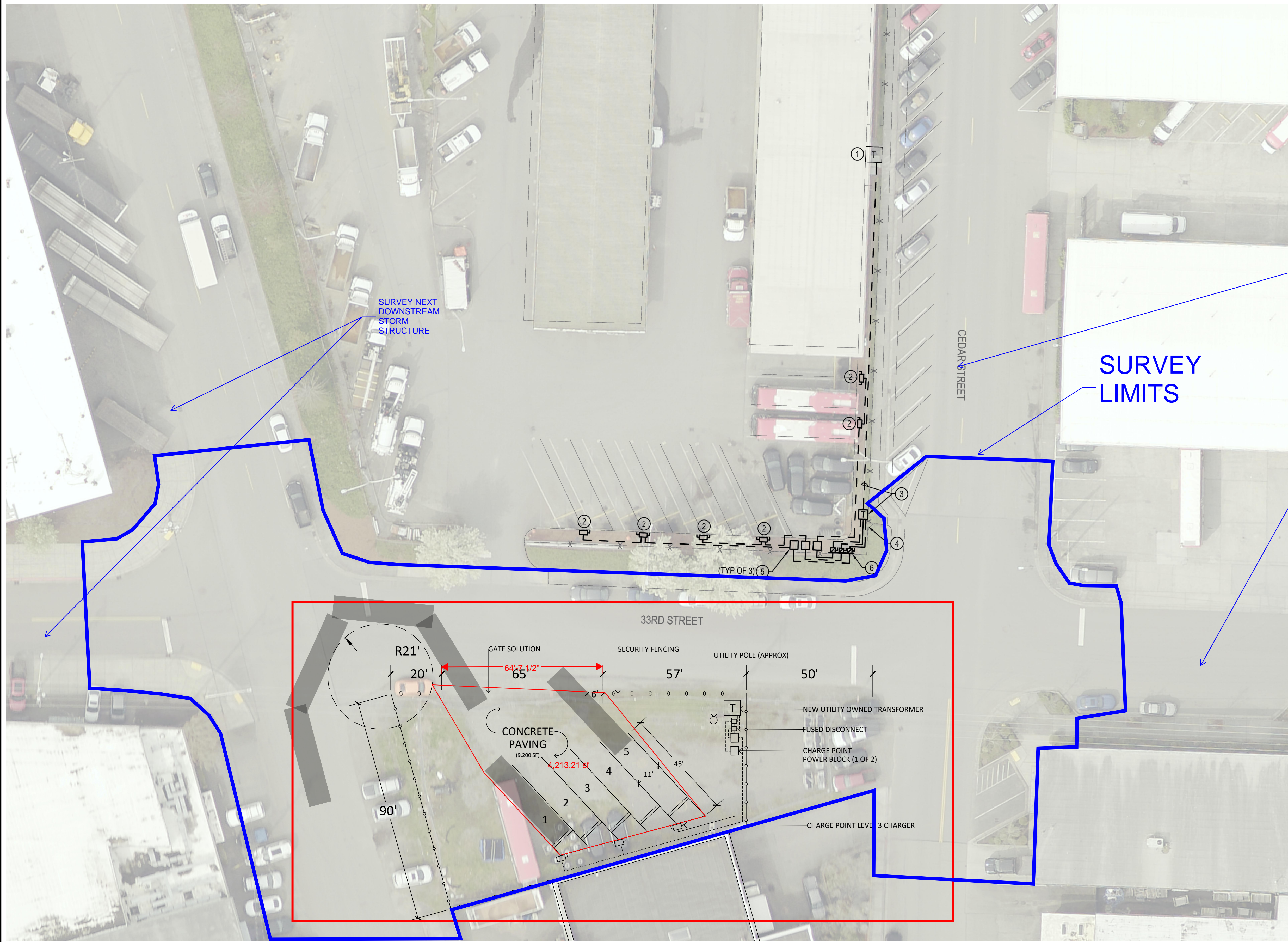
Sincerely,

William J. Fierst, PE
Principal

WJF/jms/lrk

Enclosures

c: Craig Skipton, Dave Follansbee, Scean Ripley, Accounting - AHBL



NOTES

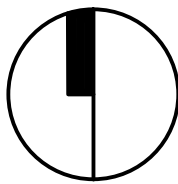
ELECTRICAL LEGEND	
SYMBOL	DESCRIPTION
	CONDUIT STUB OUT (PROVIDE CONCRETE MARKER ON EXTERIOR)
	DEDICATED CONDUIT HOMERUN TO PANEL & CIRCUIT NUMBERS AS INDICATED ON PLANS
	RACEWAY CONCEALED IN WALL OR CEILING
	RACEWAY CONCEALED UNDERGROUND OR UNDER FLOOR SLAB
	MARKS INDICATE NUMBER OF #12 AWG UNLESS NOTED OTHERWISE
	GROUNDING CONDUCTOR
CONSTRUCTION NOTES	
	TRANSFORMER (LIGHT LINE WEIGHT INDICATES EXISTING)
	CHARGEPOINT POWER BLOCK
	CHARGEPOINT LEVEL 3 CHARGER
	FUSED DISCONNECT
	METER

SURVEY NEXT
DOWNSTREAM
STORM
STRUCTURE

SURVEY
LIMITS

SCOPE OF WORK SOUTHWEST SITE:

1. SURVEY/GEOTEST/DRAINAGE
2. ELECTRICAL
3. CHARGER INSTALLATION
4. CONCRETE PAVING
5. SECURITY: FENCING/GATE, LIGHTING(?), CCTV(?)
6. SPECIFICATIONS
7. BID SUPPORT
8. CONSTRUCTION ADMINISTRATION



	</								

Designed
Drawn
Checked
Design Review Level
Issued

EVERETT

802 E Mukilteo Boulevard
Everett, WA 98203
425-257-8300 everettwa.gov

EVERTT TRANSIT-PUBLIC WORK SITE
CHARGING INFRASTRUCTURE
33RD ST AND CEDAR STREET

Drawing		P1
Sheet No.	1	1 Of Total

September 5, 2024

BCE a Gannett Fleming TranSystems Company
6021 12th St E, #200
Fife, WA 98424
(253) 922-0446

Attn: Mr. Ben Hedin, PE

Proposal for
Geotechnical Services
City of Everett Transit
33rd Street & Cedar Street
Everett, Washington
Doc ID: BCE.COET.P.doc

INTRODUCTION

We are pleased to submit this proposal for geotechnical engineering services for the proposed charging station Infrastructure Project to be constructed at the above site address. Our understanding of this project is based on our conversations with you, our review of the *Site Plan* prepared by the City of Everett, our September 4, 2024 pre-proposal site reconnaissance, and our experience in the general area.

SCOPE OF SERVICES

The purpose of our scope will be to evaluate the surface and subsurface conditions across the site as a basis for developing geotechnical conclusions and recommendations. Specifically, we recommend the following scope of services:

1. **Field Preparation** – We will prepare a Proposed Exploration Plan for approval by the project team. Once approved, we will contact the local utility locating service and attend requisite training necessary to work on site, as required.
2. **Site Reconnaissance** – We will walk the site to observe the current conditions and mark all exploration locations.
3. **Subsurface Exploration** – Our subsurface exploration program will include multiple elements developed to generate the data necessary for the geotechnical analyses required for the project. Specifically, our subsurface exploration program will include the following.
 - Up to three Dynamic cone penetrometer (DCP) tests will be performed within the proposed pavement areas to depths of 3 feet below existing grade or refusal, whichever comes first.
 - Up to three test pit explorations to depths of approximately 7 to 10 feet below the existing ground surface. A small scale Pilot Infiltration Test (PIT) will be completed within one of the test pits

4. **Laboratory Analyses** – We will collect representative samples from our test pits in sealed containers and transport them to our laboratory in Fife, Washington for further testing as deemed necessary.
5. **Engineering Analyses** – Analyses will include feasibility of stormwater infiltration and flexible and rigid pavement design.
6. **Design Report** – Preparing a *Geotechnical Engineering Report* summarizing our site observations and conclusions, and our geotechnical recommendations and design criteria along with the supporting data.

ASSUMPTIONS AND EXCLUSIONS

Our assumptions and exclusions for our above scope items are described in the paragraphs below. We have assumed Washington State prevailing wages apply.

Field Preparation: We will be provided with the most updated as-builts of underground utilities within and adjacent to the project locations. We will complete all utility locate tickets and coordination with property owners, as required.

Site Reconnaissance: Our reconnaissance will be performed by a GeoResources representative, who will walk the site to observe surface conditions. The representative will identify and mark DCP testing locations. Additionally, we will assess any access issues.

Subsurface Exploration: We assume that our crews will be given ready access to the work locations and that all necessary permits and/or rights-of-entry will be obtained in advance by the client. We have budgeted for all test pit locations to be restored. While excavating, the existing gravel surfacing and underlying soils will be stockpiled. These materials will be replaced and compacted to a dense, unyielding condition using a vibratory compactor. We will exercise due care while working at the site, but some surface disturbance should be expected. If complete restoration of the exploration locations with imported structural fill material is required, we should be notified and allowed to amend our budget appropriately.

Laboratory Testing: Testing will include soil classification, moisture content determination, grain size analysis, and Atterberg limits, as appropriate. Laboratory testing will be completed in accordance with ASTM standard procedures.

Engineering Analyses: All pavement section design will utilize AASHTO methods with traffic data and performance specifications provided by the owner. Our opinion about the feasibility onsite infiltration will be in accordance with the 2019 Stormwater Management Manual for Western Washington (SWMMWW), including design infiltration rate based on small scale Pilot Infiltration Test (PIT) per SWMMWW Volume V, Chapter 5, Section 5.4.

Design Report: Our scope does not include work related to environmental concerns at the site, or potential contamination of the site, including causation or remediation. Site specific seismic analysis or dewatering design is not included in our scope.

SCHEDULE AND BUDGET

We are prepared to proceed with our scope of services immediately upon receipt of your notice to proceed (NTP), and we anticipate the following project milestones:

- NTP + Two days – Site reconnaissance complete, utility locate ticket requested
- NTP + Two weeks – Subsurface exploration program execution
- NTP + Four weeks – Draft design report issued

We estimate that our scope of work can be completed within the costs outlined below. All line items are inclusive of travel expenses, where applicable. Our geotechnical scope of work will be billed on a fixed fee basis.

<u>Scope of Work</u>	<u>Cost</u>
Field Preparation	\$ 450
Site Reconnaissance	\$ 385
Subsurface Exploration	\$ 6,625
Engineering Analysis	\$ 975
Laboratory Testing	\$ 660
<u>Geotechnical Report</u>	<u>\$ 2,250</u>
Estimated Total Cost	\$11,075

CLOSURE

We appreciate the opportunity to submit this proposal and look forward to its favorable consideration. We consider our firm to be especially well qualified to complete this project. Authorization to proceed may be indicated by returning one copy of the proposal signed in the space provided below, or by providing a subcontractor agreement.

Yours very truly,
GeoResources



Seth T. Mattos, LEG
Associate



City Council Agenda Item Cover Sheet

Project title: FY 2024 Edward Byrne Memorial Justice Assistance Grant (JAG)

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 10/9/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Grant Application

Department(s) involved:

Police, Legal

Contact person:

Jeraud Irving

Phone number:

425-257-8461

Email:

jirving@everettwa.gov

Initialed by:

JD

Department head

Administration

Council President

Project: FY 24 JAG Grant

Partner/Supplier: U.S. Department of Justice, Bureau of Justice Assistance

Location: N/A

Preceding action: N/A

Fund: 031/Police, 156/Criminal Justice

Fiscal summary statement:

The JAG allocation for 2024 is \$34,720 and there is no match.

Project summary statement:

The Everett Police Department (EPD) currently plans to use this programmatic grant to enhance our recruitment efforts and address the growing need for qualified law enforcement officers. The grant will support initiatives aimed at attracting diverse and highly skill candidates to join EPD. A focus will be on using various digital marketing strategies, targeted visual ads in Everett and community engagement events. We will continue building a stronger, more effective police department dedicated to serving and protecting our community.

Recommendation (exact action requested of Council):

Authorize city staff to apply for and if awarded authorize the Mayor to sign all necessary documents and agreements with the U.S. Department of Justice, Bureau of Justice Assistance, regarding the application, acceptance, and utilization of the FY 2024 Edward Byrne Memorial Justice Assistance Grant, in the amount of \$34,720.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Solicitation Title: BJA FY24 Edward Byrne Memorial Justice Assistance Grant (JAG)

Program—Local Solicitation

Assistance Listing Number 16.738

Grants.gov Opportunity Number: O-BJA-2024-172239

Solicitation Release Date: September 4, 2024

Step 1: Application Grants.gov Deadline: 8:59 p.m. Eastern Time on October 16, 2024

Step 2: Application JustGrants Deadline: 8:59 p.m. Eastern Time on October 22, 2024

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Synopsis

Program Description Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) seeks applications for formula funding to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings to states to support a range of program areas under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation.

With this solicitation, the Bureau of Justice Assistance (BJA) seeks to award Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds to eligible units of local government. (BJA will issue a separate solicitation for applications from states.)

For more information on the JAG Program, please refer to the [JAG Fact Sheet](#) and/or [JAG Frequently Asked Questions \(FAQs\)](#).

OJP is committed to advancing work that promotes civil rights and equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

This program furthers the DOJ's mission to uphold the rule of law, to keep our country safe, and to protect civil rights.

Funding Category

Competition ID	Competition Title (Category Name)	Expected Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2024-00091-PROD	Category 1—Applicants with eligible allocation amounts of less than \$25,000	587	\$9,041,009	10/1/2023	24
C-BJA-2024-00092-PROD	Category 2—Applicants with eligible allocation amounts of \$25,000 or more	553	\$75,880,039	10/1/2023	48

Eligibility

- Special district governments
- City or township governments
- County governments
- Native American tribal governments (Federally recognized)

By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state, or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

The eligible allocations by state for the fiscal year (FY) 2024 JAG Program can be found at: <https://bja.ojp.gov/program/jag/overview>.

Eligible allocations under the JAG Program are posted annually on the JAG web page. See the [Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds](#) section for more information. **Applicants with eligible allocation amounts of less than \$25,000 will apply to Category 1, and applicants with eligible allocation amounts of \$25,000 or more will apply to Category 2.**

Agency Contact Information

For assistance with the requirements of this solicitation, contact the OJP Response Center by phone at 800-851-3420, 301-240-6310 (TTY for hearing-impaired callers only), or email grants@ncjrs.gov. The OJP Response Center operates from 10:00 a.m. to 6:00 p.m. ET Monday–Friday and from 10:00 a.m. to 8:00 p.m. ET on the solicitation close date.

For procedures related to unforeseen technical issues beyond the control of the applicant that impact submission by the deadlines, see the “How To Apply” section, [Experiencing Unforeseen Technical Issues](#).

For assistance with submitting the [Application for Federal Assistance standard form \(SF-424\)](#) and a [Disclosure of Lobbying Activities \(SF-LLL\)](#) in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov Customer Support](#), or support@grants.gov. The Grants.gov Support Hotline is open 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the **full application** in JustGrants, contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. The JustGrants Service Desk operates from 7:00 a.m. to 9:00 p.m. ET Monday–Friday and from 9:00 a.m. to 5:00 p.m. ET on Saturday, Sunday, and federal holidays.

Application Submission Information

Registration

Before submitting an application, an applicant must have a registration in the [System for Award Management \(SAM.gov\)](#).

Submission

Applications must be submitted to DOJ electronically through a two-step process that begins in [Grants.gov](#) and is completed in JustGrants. See the [Submission Dates and Time](#) section for the [Grants.gov](#) and JustGrants application deadlines.

Step 1: The applicant must register for this opportunity in Grants.gov at <https://grants.gov/register> and submit by the Grants.gov deadline the required [Application for Federal Assistance standard form \(SF-424\)](#) and a [Disclosure of Lobbying Activities \(SF-LLL\)](#). See the [Submission Dates and Time](#) section for application deadlines.

Step 2: The applicant must submit the **full application**, including attachments, in JustGrants at JustGrants.usdoj.gov by the JustGrants application deadline. See the [Submission Dates and Time](#) section for application deadlines.

Program Description

Program Description Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) seeks applications for formula funding to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings to states to support a range of program areas under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation. This program furthers the DOJ's mission to uphold the rule of law, to keep our country safe, and to protect civil rights.

With this solicitation, the Bureau of Justice Assistance (BJA) seeks to award Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds to eligible units of local government. (BJA will issue a separate solicitation for applications from states.)

For more information on the JAG Program, please refer to the [JAG Fact Sheet](#) and/or [JAG Frequently Asked Questions \(FAQs\)](#).

OJP is committed to advancing work that promotes civil rights and equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

Statutory Authority

The JAG Program is authorized by Title I of Public Law 90-351 (generally codified at [34 U.S.C. 10101-10726](#)), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Specific Information

Statutory Formula

JAG awards are based on a statutory formula that is fully described within the [JAG Technical Report](#). Once each fiscal year's overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics to begin a four-step grant award calculation process, which generally consists of the following:

1. Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine whether the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
3. Dividing each state's final award amount (except for the territories and the District of Columbia) between the state and its units of local governments at rates of 60 and 40 percent, respectively.
4. Determining award allocations for the units of local government, which are based on their proportion of the state's 3-year violent crime average. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is

\$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local Solicitation) for a JAG award. If the “eligible award amount” for a particular unit of local government, as determined on this basis, is less than \$10,000, the funds are not made available for a direct award to that particular unit of local government but instead are added to the amount that is awarded to the state.

Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds

Eligible allocations under JAG are posted annually on the [JAG web page](#).

According to the JAG Program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See [34 U.S.C. § 10156\(d\)\(4\)](#). Units of local government identified by BJA as disparate must select a fiscal agent that will submit an application for the allocation that includes all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by each participating jurisdiction’s authorized representative. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. To verify eligibility, an applicant should visit the [JAG web page](#), click on their respective state, and note the following regarding the state’s allocation table:

1. Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
2. Counties that have an asterisk (*) under the “Direct Allocation” column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and be a signatory on the required MOU.
3. Direct allocations are listed alphabetically below the shaded disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU. See the [JAG FAQs](#) for more information. A [sample MOU](#) is also available.

Statutory Program Areas

In general, JAG funds awarded to a unit of local government under the FY 2024 program may be used to hire additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.

7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.

In connection with all of the above purposes, it should be noted that the JAG statute, at [34 U.S.C. § 10152](#), defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

BJA Areas of Emphasis

BJA recognizes that many state and local justice systems currently face challenging fiscal environments, and an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local criminal justice agencies and community-based public safety partners. Key areas of priority for BJA include: Prevention and Prosecution of Hate Crimes, Election Security, Enhancing Justice System Reform Strategies, Advancing Equity and Support for Underserved Communities, and Violent Crime Reduction.

BJA encourages recipients of FY 2024 JAG funds to coordinate with federal criminal justice agencies and other stakeholders, including communities most impacted by crime and violence, in addressing these challenges. Additional details on the BJA areas of emphasis can be found below.

Prevention and Prosecution of Hate Crimes

Hate crimes (sometimes called bias-motivated crimes) are criminal offenses motivated by some form of bias toward victims based on their perceived or actual race, color, ethnicity, religion, national origin, sexual orientation, gender, gender identity, or disability. Hate crimes have a devastating effect beyond the harm inflicted on any one victim. They reverberate through families, communities, and the entire nation as others fear that they too may be threatened, attacked, or forced from their homes because of what they look like, who they are, where they worship, whom they love, or whether they have a disability. As with most other crimes, hate crimes in the United States are primarily investigated under state law and prosecuted by local, state, and tribal authorities. However, reluctance from victims and witnesses to contact law enforcement about hate crime incidents may arise from perceptions of bias, distrust of law enforcement or the criminal justice system, or barriers such as language and concerns about immigration status. Hate crimes are chronically underreported to and under-identified by law enforcement. Tools such as the U.S. Bureau of Justice Statistics’ [National Crime Victimization Survey \(NCVS\)](#) and the Federal Bureau of Investigation’s (FBI’s) [Uniform Crime Reporting \(UCR\) program](#) and [FBI’s Crime Data Explorer \(CDE\)](#) shed some light on trends among those hate crimes reported to law enforcement or through NCVS. Although hate crimes are often

underreported, in recent years, there have been alarming spikes in hate crimes and threats of violence across the country, often fueled by online hate forums. In 2022, the most recently published data, hate crimes were at their highest recorded levels as reported to the FBI UCR program. In addition to those incidents reported through the UCR program, in 2023, jurisdictions from across the country reported increases in threats and attacks motivated by antisemitism or Islamophobia, target certain educational institutions such as Historically Black Colleges and Universities, or target individuals on the basis of their gender identity or sexual orientation.

During a [November 2023 United Against Hate Virtual Forum](#), Attorney General Merrick Garland addressed the recent spike in hate crimes, and reemphasized that, “Combating hate-fueled violence remains central to the Justice Department’s mission.” A critical part of that mission is equipping state, local, and tribal justice agencies with the tools and resources to address hate crimes. [Research from the National Institute of Justice](#) (NIJ) indicates that despite the known underreporting of hate crimes, many state and local law enforcement agencies do not have adequate tools to identify, investigate, and respond to hate crimes, and only 23 percent of law enforcement agencies that responded to the survey reported any hate crime investigations in 2018.

BJA encourages JAG recipients to utilize funding to promote change and accountability by supporting state, local, and tribal efforts to prevent hate crimes, build trust with communities to encourage reporting of hate-related criminal offenses and incidents, and promote efforts to fully investigate and prosecute hate crimes when they do occur. This includes ensuring those agencies that have not yet transitioned to the National Incident Based Reporting System (NIBRS) doing so expeditiously to ensure that national hate crime statistics are as accurate as possible. More information on BJA’s portfolio addressing hate crimes, including the [Emmett Till Cold Case Investigations](#) and [Matthew Shepard and James Byrd, Jr. Hate Crimes](#) Programs, can be found [Hate Crime | Bureau of Justice Assistance](#).

Election Security

In 2021, the Department launched a law enforcement task force to address the rise in threats against election workers, administrators, officials, and others associated with the electoral process. For more information regarding the Department’s efforts to combat threats against election workers, read the [Deputy Attorney General’s memo](#). The task force, announced by Attorney General Merrick B. Garland and launched by Deputy Attorney General Lisa O. Monaco in June 2021, has led DOJ’s efforts to address threats of violence against election workers, and to ensure that all election workers—whether elected, appointed, or volunteer—are able to do their jobs free from threats and intimidation. The task force engages with election-related stakeholders and state and local law enforcement to assess allegations and reports of threats against election workers, and it has investigated and prosecuted these matters where appropriate, in partnership with FBI Field Offices and U.S. Attorneys’ Offices throughout the country.

[On January 9, 2024, the Department provided updated information](#) pertaining to its efforts to “ensure that all qualified voters have the opportunity to cast their ballots and have their votes counted free of discrimination, intimidation, or criminal activity in the election process, and to ensure that our elections are secure and free from foreign malign influence and interference.”

The [broad criminal justice purposes supported by the JAG Program](#) permit JAG funds to be used to deter, detect, and protect against threats of violence against election workers,

administrators, officials, and others associated with the electoral process. BJA encourages state and local JAG applicants to utilize JAG funding to prevent and respond to violent threats of this kind.

Enhancing Justice System Reform Strategies

The justice system serves an important role in protecting communities and seeking justice for victims. For the justice system to serve that role effectively, it must be fair, open, and equitable; utilize evidence-based approaches; and promote restorative practices and rehabilitation. For far too long, however, the justice system has not lived up to its promise. Racial disparities and other inequities, as well as overly harsh sentences, have driven up incarceration rates, which can create mistrust in the justice system and divert resources away from other urgent community needs. To build strong, safe, and healthy communities, it is critical to address the underlying, entrenched issues of inequity and disparity in the criminal justice system so that all persons receive equal treatment under the law. Jurisdictions should carefully review the ways in which the structures and incentives within their own systems are driving correctional populations and racial disparities and realign operations and target resources toward community solutions.

On May 25, 2023, the Department released a series of 10 new reports and guidance documents as part of its ongoing efforts to implement [Executive Order 14704 on Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety](#). The announcement included commitments to update guidance prohibiting racial profiling by federal law enforcement agencies; develop methods to promote accreditation standards to encourage adoption of policies in the Executive Order by state, tribal, local, and territorial (STLT) law enforcement agencies; release a report on the Department's efforts to implement the First Step Act; and issue guidance on officer wellness, investigating in-custody deaths, and responses to individuals in crisis, among others.

The Office of Justice Programs is committed to advancing bold, effective justice reform solutions that deliver safety, equity, and justice for all. Justice system reform includes, but is not limited to, a wide range of investments in community safety and justice such as accountability of law enforcement to build and enhance community trust, alternatives to incarceration, ensuring the right to continuous and effective defense counsel, community supervision reforms, support for mental health and substance use treatment services, supporting community-driven programs and partnerships, and improving pretrial processes. Efforts to continue to address the backlog of court cases that grew dramatically during the pandemic would fall in this category. BJA also encourages state court leaders to access no-cost training and technical assistance (TTA) to support strategic planning, assessment of needs and strategies and new approaches to address rights protected under the sixth amendment to the U.S. Constitution, such as speedy trial, fair and impartial juries, the right to call and cross-examine witnesses, and the right to counsel. Visit <https://www.strengthenthesixth.org/> for more information.

Finally, BJA has launched a [Justice Reinvestment Initiative \(JRI\) website](#) which provides detailed information, including state snapshots, on how state leaders can work with experts to conduct agency-spanning data analysis; develop and implement data-driven, tailored solutions to address complicated criminal justice challenges; and maximize resources to achieve stronger and safer communities. BJA encourages JAG recipients to utilize funding for projects that promote all aspects of justice system reform.

Advancing Equity and Support for Underserved Communities

Consistent with the Presidential [Memorandum on Restoring the Department of Justice's Access-to-Justice Function and Reinvigorating the White House Legal Aid Interagency Roundtable](#) and [Executive Order 13985](#), Advancing Racial Equity and Support for Underserved Communities Through the federal government, the Department is committed to ensuring equal access to justice and identifying and reducing disparities that exist throughout the criminal and civil legal systems, as well as removing barriers to ensure equal opportunity for communities that have been historically underserved, marginalized, and adversely affected by inequality. This commitment is evidenced by the April 14, 2022, [Equity Action Plan](#) designed to increase equity, opportunity, and resources for the most vulnerable communities. BJA encourages JAG recipients to use funds to support efforts at the state, territory, local, and tribal levels to institute more effective and equitable criminal justice policies and practices, foster public trust, and enhance public safety and security by increasing engagement with community members and building partnerships with community organizations to develop a shared vision and approach to addressing crime. This includes support for strategies to ensure the protection of defendants' and incarcerated individuals' constitutional rights and safety, as well as efforts to address wrongful convictions and conviction integrity. This also includes supporting technological or personnel upgrades to provide more equitable access to justice, including language access resources, resources to better serve those with disabilities, rural communities, and indigent defense representation. Finally, this can include efforts to build partnerships between the criminal justice system and nonprofits to provide support for collaborative, community-driven and informed efforts, such as community-based diversion programs outside of the criminal justice system, increasing access to resources to support the right to counsel, and developing community-driven and informed prevention programs or responses to violent crime.

Violent Crime Reduction

In May 2021, the Department launched a [comprehensive violent crime reduction strategy](#) to protect American communities from violent crimes, including gun violence. On December 11, 2023, Attorney General Merrick B. Garland [announced](#) the release of the Justice Department's [Violent Crime Reduction Roadmap](#), a one-stop shop of federal resources to assist local jurisdictions in developing, implementing, and evaluating strategies to prevent, intervene in, and respond to violent crime. The Roadmap helps connect jurisdictions with the information and resources they need to meet the complex and evolving challenges to help reduce violent crime.

Additionally, on April 3, 2024, Attorney General Garland [delivered remarks](#) at a convening of grantees under OJP's [Community Based Violence Intervention and Prevention Initiative](#). He emphasized that the Department's approach to disrupting violent crime is "centered on our partnerships—both with the communities harmed by violent crime and with the law enforcement agencies that protect those communities. Our department-wide anti-violent crime strategy leverages the resources of our federal prosecutors, agents, investigators, grant programs, and criminal justice experts toward those ends. We are working closely with local and state law enforcement agencies, with officials across government, and with the communities most affected by this violence, and with the community organizations on the front lines—all toward one goal: the goal of making our communities safer."

BJA encourages JAG grantees to invest funds to tailor programs and responses to state and local crime issues through the use of data and analytics; coordinate with United States Attorneys Project Safe Neighborhoods grantees and community violence intervention strategies

in order to leverage funding for crime and violence reduction projects and coordinate their law enforcement activities with those of federal law enforcement agencies such as the FBI, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security; and form partnerships with federal, state, and local law enforcement and prosecutors to identify persons who use guns to commit a crime and who purchase or sell guns illegally. This includes ensuring that persons prohibited from purchasing firearms (see e.g., [18 U.S.C. § 922\(g\)](#)) are prevented from doing so by ensuring complete, accurate, and timely access to the [FBI's National Instant Criminal Background Check System \(NICS\)](#) and the timely submission of all necessary records into the FBI databases, which will help prevent illegal transfers of firearms to those who are prohibited from owning firearms under current law. BJA also encourages JAG grantees to invest in implementing programs that provide training, assistance, and resources to law enforcement agencies to mitigate the current crisis in law enforcement recruitment and retention; enhance community policing approaches; bolster the security of at-risk places of worship such as synagogues, churches, and mosques; provide security for election workers; enforce commonsense gun laws; and upgrade systems and/or purchase technology that support agency strategies to reduce violent crime and enhance their capacity to better address crime.

Additional Uses of JAG Funds

JAG funds awarded under this solicitation may also be used to:

- Support reentry projects with the goal of improving outcomes for incarcerated individuals returning to the community from prison or jail.
- Support public defense systems, including the hiring and retention of attorneys.
- Support projects related to preventing, detecting, seizing, and/or stopping the presence and use of contraband cellphones within correctional facilities. This includes the purchasing of managed access systems and other mitigation technologies (as permitted by applicable law).
- Purchase fentanyl and methamphetamine detection equipment, including handheld instruments and training for law enforcement safety, as well as opioid reversal agents.
- Purchase drug-detection canines to combat the rise of drug trafficking, including that of methamphetamines.
- Support efforts to seal and expunge criminal history information in accordance with state laws and policies.
- Support efforts to attract and retain an inclusive, diverse, expert, and accountable law enforcement workforce that reflects the community it serves.
- Support virtual reality de-escalation training.
- Purchase humane remote restraint devices that enable law enforcement to restrain an uncooperative subject without inflicting pain.
- Purchase gunfire detection technology.
- Support implementation of Rapid DNA at the booking station to include assisting with the initial costs associated with updating criminal history systems, integration with booking station systems, and purchasing new technologies associated with Rapid DNA at the booking station (Note: JAG funds may not be used for Rapid DNA testing of evidentiary material; see the "DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database" section for more information on the topic).
- Purchase an Electronic Tracing System (eTrace)

- Purchase a NIBIN Enforcement Support System (NESS)

Additionally, JAG funds awarded under this solicitation may be used for any purpose indicated here: [Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants \(JAG\) Program May Be Used](#).

Limitations on the Use of JAG funds

Administrative Costs

Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

Supplanting

JAG funds may not be used to supplant state or local funds but must be used to increase the amount of such funds that would, in the absence of federal funds, be made available. See the JAG FAQs for examples of supplanting. Although supplanting is prohibited, BJA encourages the leveraging of federal funding.

Matching Funds

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

Prohibited and Controlled Equipment and Associated Procedures under JAG

The JAG statute, at [34 U.S.C. § 10152\(d\)](#), specifically identifies a list of prohibited items. In addition, consistent with [Executive Order 14074](#), Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety of May 25, 2022, the use of OJP grant funds for the purchase or transfer of certain equipment has been designated as prohibited or controlled starting with FY 2023 OJP grant funds. Details and associated procedures for requesting prior approval, where applicable, can be found in the [JAG Prohibited and Controlled Equipment Guidance](#) and the [JAG FAQs](#).

Other Program Requirements

A unit of local government that applies for and receives an FY 2024 JAG award must note the following:

Trust Fund

Units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see [2 C.F.R. § 200.305](#).

Certifications and Assurances by the Chief Executive of the Applicant Government (Which Incorporates the 30-Day Governing Body Review Requirement)

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government.” The most up-to-date version of this certification can be found at: [FY24 JAG—Certifications and Assurances by the Chief Executive of the Applicant Government](#). Please note that this certification contains assurances that the governing

body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied. Please note that this certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

Please note that only direct JAG award recipients must provide this certification to OJP and that prior to making any subawards (including subawards to disparate jurisdictions), the direct JAG award recipient must collect a completed certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. OJP will not deny an application for a JAG award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances properly executed by its respective chief executive (e.g., the mayor).

Minimum Requirements for Extreme Risk Protection Order Programs (ERPOs)

An extreme risk protection order (ERPO) empowers law enforcement, and in some states, family members, health care providers, and others to petition a court for a civil order that temporarily prevents a person from accessing firearms if they are found to be a danger to themselves. If grantees use their JAG funds to support ERPO programs, ERPO programs must include, at a minimum:

1. Pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive or procedural due process rights guaranteed under the 5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses.
2. The right to be represented by counsel at no expense to the government.
3. Pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State’s evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights and the substantive and procedural due process rights guaranteed under the 5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation.
4. Penalties for abuse of the program.

Prior to the expenditure of FY24 JAG funds for an ERPO program, a [Certification of Compliance with Pub. L. No. 90-351, Title I, Sec. 501\(a\)\(1\)\(I\)\(iv\)](#) must be signed by a principal legal officer and submitted to BJA. See the [JAG FAQs](#) for additional information.

Body-worn Cameras (BWCs)

A JAG award recipient that proposes to use FY 2024 funds to purchase BWC equipment or implement or enhance BWC programs must provide to OJP a certification(s) that each direct recipient receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: [JAG—Body-Worn Camera \(BWC\) Policy Certification](#).

Further, before making any sub-awards (including sub-awards to disparate jurisdictions) for BWC-related expenses, the direct JAG award recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. The [BJA BWC Toolkit](#) provides model BWC policies and best practices to assist criminal justice departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the [Body-worn Camera Policy and Implementation Program](#) (BWCPIP). BWCPIP allows jurisdictions to develop and implement policies and practices required for effective program adoption, and to address program factors including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested JAG award recipients may wish to refer to the [BWC Partnership Program web page](#) for more information. JAG award recipients that are also BWC award recipients may not use JAG funds for any part of the 50 percent match required by the BWC Program.

Body Armor

Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards <https://citech.org/compliance-testing-program/compliant-product-lists/>. In addition, body armor purchased must be made in the United States.

Body armor purchased with JAG funds must be “uniquely fitted vests,” which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage through a combination of (1) correctly sized panels and carrier determined through appropriate measurement and (2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. Note that the requirement that body armor be “uniquely fitted” does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP’s efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)) at no cost. The [Personal Armor Fit Assessment Checklist](#) is excerpted from ASTM E3003. A mandatory wear concept and issues paper and a model policy are available from the BVP Customer Support Center, which can be contacted at vests@usdoj.gov or toll free at 1–877–758–3787. Additional information and FAQs related to the mandatory wear policy and certifications can be found in the [JAG FAQs](#).

A JAG award recipient that proposes to purchase body armor with JAG funding must provide to OJP a certification(s) that it has a written “mandatory wear” policy in effect (see [34 U.S.C. § 10202\(c\)](#)). The certification form related to mandatory wear can be found at: [JAG Body Armor](#)

[Mandatory Wear Policy Certification](#). Further, before making any sub-awards (including sub-awards to disparate jurisdictions) for body armor purchases, the direct JAG award recipient must collect a completed body armor certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request.

Apart from the JAG Program, BJA provides funds under the Patrick Leahy Bulletproof Vest Partnership (BVP) Program. The BVP Program provides funding to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and an application, refer to the [BVP web page](#). JAG award recipients should note, however, that funds may not be used for any part of the 50 percent match required by the BVP Program.

Interoperable Communications

States (including any subrecipients) that are using JAG funds for emergency communications activities should comply with current SAFECOM Guidance, which is available at: <https://www.cisa.gov/safecom/funding>.

Additionally, emergency communications projects funded with JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state's interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. CISA maintains a list of SWICs for each state and territory. Contact ecd@cisa.dhs.gov for more information. All communications equipment purchased with JAG funding should be identified during the quarterly performance measurement reporting.

DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database

If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), the national DNA database operated by the FBI, by a government DNA lab with access to CODIS. **JAG funds may not be used for Rapid DNA testing of evidentiary material (e.g., crime scene samples, sexual assault kits) because the FBI has not authorized results of this testing for upload to CODIS.** No DNA profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA (exceptions include forensic genealogy). Additionally, award recipients utilizing JAG funds for forensic genealogy testing must adhere to the DOJ Interim Policy Forensic Genealogical DNA Analysis and Searching available at: <https://www.justice.gov/olp/page/file/1204386/download>. For more information about DNA testing as it pertains to JAG, please refer to the [JAG FAQs](#).

Entry of Records into State Repositories

As appropriate and to the extent consistent with law, a special condition will be imposed that would require the following: Any program or activity that receives federal financial assistance under JAG that is likely to generate court dispositions or other records relevant to NICS determinations, including any dispositions or records that involve any noncitizen or migrant who is undocumented in the United States (18 U.S.C. § 922(g)(5)(A), must have a system in place to ensure that all such NICS-relevant dispositions or records are made available in a timely fashion.

National Incident-based Reporting System

In FY 2016, the FBI formally announced its intention to sunset the UCR program's traditional Summary Reporting System (SRS) and replace it with NIBRS by January 1, 2021. By statute, BJA JAG awards are calculated using summary part 1 violent crime data from the FBI's UCR program. Specifically, the formula allocations for JAG rely heavily on the ratio of "the average number of part 1 violent crimes of the UCR of the FBI reported by such State for the three most recent years reported by such State to the average annual number of such crimes reported by all States for such years" (34 U.S.C. 10156(a)(1)(B)). In preparation for the FBI's 2021 NIBRS compliance deadline, BJA imposed an administrative requirement for JAG award recipients that are not NIBRS compliant to dedicate 3 percent of their JAG award toward coming into full compliance with the FBI's NIBRS data submission requirement to both encourage and assist jurisdictions in working toward compliance and ensure they continue to have critical criminal justice funding available through JAG when SRS transitioned to NIBRS. A NIBRS set-aside is NOT required for FY 2024 awards; however, JAG recipients are encouraged to continue working toward and/or maintaining NIBRS compliance to ensure that JAG eligibility is not affected in future fiscal years. Local jurisdictions that are seeking NIBRS compliance certification should reach out directly to their respective state agency. Agencies with questions about the certification process may contact ucr-nibrs@fbi.gov. More information about NIBRS, including toolkits and updates from the FBI Criminal Justice Information Services team, can be found at: [NIBRS—FBI](#).

Solicitation Goals and Objectives

Goals

In general, the JAG Program is designed to provide states with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass-through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to their criminal justice needs.

Objectives

The objectives are directly related to the JAG Program accountability measures described at: <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/jag-pmt-accountability-measures.pdf>.

For information about what the applicant needs to submit regarding Goals, Objectives, and Deliverables please see the "[How To Apply](#)" section on the [Application Goals, Objectives, Deliverables, and Timeline Web-Based Form](#).

Federal Award Information

Awards, Amounts and Durations

Anticipated Number of Awards: 1,140

Category 1: 587

Category 2: 553

Anticipated Maximum Dollar Amount per Award:

Category 1 anticipated maximum amount: Up to \$25,000

Category 2 anticipated maximum amount: Up to \$4,023,772

Period of Performance Start Date: October 1, 2023

Period of Performance Duration (Months):

Category 1: 24 months

Category 2: 48 months

Anticipated Total Amount To Be Awarded Under This Solicitation: \$84,921,048

Category 1—Eligible Allocation Amounts of Less than \$25,000: Units of local government that are listed on the JAG web page as eligible for an allocation amount of less than \$25,000 should apply under Category 1. This includes direct and joint (disparate) allocations. Category 1 awards of less than \$25,000 are 2 years in length. Extensions of up to 2 years can be requested for these awards via JustGrants no fewer than 30 days prior to the project period end date and will be automatically granted upon request.

Category 2—Eligible Allocation Amounts of \$25,000 or More: Units of local government that are listed on the JAG web page as eligible for an allocation amount of \$25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least \$25,000 are 4 years in length. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via JustGrants no fewer than 30 days prior to the project period end date.

Competition ID	Competition Title (Category Name)	Expected Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2024-00091-PROD	Category 1: Applicants with eligible allocation amounts of less than \$25,000	587	Up to \$25,000	10/1/2023	24
C-BJA-2024-00092-PROD	Category 2: Applicants with eligible allocation amounts of \$25,000 or more	553	Up to \$4,023,772	10/1/2023	48

Availability of Funds

This funding opportunity, and awards under this funding opportunity, are subject to the availability of funding and to any changes or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

The FY 2024 enacted budget represents the largest cut to base resources that the Department of Justice (DOJ) has faced in the last 10 years. Therefore, to mitigate significant budget shortfalls, the funding available for this solicitation has been reduced by 2.5%. The Department understands how critical our grants are to our state, local, and tribal partners, and does not take this action lightly.

The allocations by state for the FY 2024 JAG Program can be found at:

<https://bja.ojp.gov/program/jag/allocations>.

Type of Award

OJP expects to make awards under this funding opportunity as grants. See the “[Administrative, National Policy, and Other Legal Requirements](#)” section of the [Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

Cost Sharing or Matching Requirement

This solicitation does not require a match.

Eligibility Information

For the purposes of this notice of funding opportunity, other units of local government include towns, boroughs, parishes, villages, or other general purpose political subdivisions of a State.

How To Apply

Application Resources

When preparing and submitting an application, the following resources may aid prospective applicants:

1. Grants.gov [“How to Apply for Grants”](#)
2. OJP [“How To Apply”](#) section in the [Application Resource Guide](#)
3. JustGrants [Application Submission Training](#)

This solicitation (notice of funding opportunity) incorporates guidance provided in the [OJP Grant Application Resource Guide](#) (Application Resource Guide), which provides additional information for applicants to prepare and submit applications to OJP for funding. **If this solicitation requires something different from any guidance provided in the [Application Resource Guide](#), the difference will be noted in this solicitation and the applicant is to follow the guidelines in this solicitation, rather than the guidance in the [Application Resource Guide](#) that is in conflict.**

How To Apply

Registration

Before submitting an application, all applicants must register with the System for Award Management (SAM.gov). An applicant must renew their registration every 12 months. If an applicant does not renew their SAM.gov registration, it will expire. An expired registration can delay or prevent application submission in Grants.gov and JustGrants. Applicants are encouraged to start the SAM.gov registration process at least 30 days prior to the application deadlines. Applicants who fail to begin the registration or renewal process at least 10 business days prior to the Grants.gov deadline may not complete the process in time and will not be considered for late submission.

Submission

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants.

Step 1: After registering with SAM.gov, the applicant must submit the **SF-424** and **SF-LLL** in Grants.gov at <https://www.grants.gov/register> by the Grants.gov deadline. **To leave time to address any technical issues that may arise, an applicant should submit the SF-424 and SF-LLL as early as possible and recommended not later than 48 hours before the Grants.gov deadline.** If an applicant fails to submit in Grants.gov by the deadline, they will be unable to apply in JustGrants. Applicants can confirm Grants.gov submission by verifying their application status shows as “submitted” or “agency tracking number assigned.”

Step 2: The applicant must then submit the **full application**, including attachments, in JustGrants at [JustGrants.usdoj.gov](https://www.justgrants.usdoj.gov) by the JustGrants deadline.

OJP recommends that applicants submit the complete application package in JustGrants at least 48 hours prior to the JustGrants deadline. Some of the required sections of the application will be entered directly into JustGrants, and other sections will require documents to be uploaded and attached. Therefore, applicants should allow enough time before the JustGrants deadline to prepare all the requirements of the application. Applicants may save their progress

in the system and add to or change the application as needed prior to hitting the “Submit” button at the end of the application in JustGrants.

An applicant will receive emails when successfully submitting in Grants.gov and JustGrants and should maintain all emails and other confirmations received from SAM.gov, Grants.gov, and JustGrants systems.

For additional information, see the “How To Apply” section in the [Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Submission Dates and Time

The **SF-424** and the **SF-LLL** must be submitted in Grants.gov by 8:59 p.m. Eastern on October 16, 2024.

The **full application** must be submitted in JustGrants by 8:59 p.m. Eastern on October 22, 2024.

To be considered timely, the **full application** must be submitted in JustGrants by the JustGrants application deadline. Failure to begin the SAM.gov, Grants.gov, or JustGrants registration and application process in sufficient time (i.e., waiting until the due dates identified in this solicitation for those systems to begin the application steps) is not an acceptable reason to request a technical waiver.

Experiencing Unforeseen Technical Issues Preventing Submission of an Application (Technical Waivers)

OJP will only consider requests to submit an application after the deadline when the applicant can document that a technical issue with a government system prevented submission of the application on time.

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. However, the waiver request will not be considered unless it includes documentation of attempts to receive technical assistance to resolve the issue prior to the application deadline. A tracking number is the most typical documentation and is generated when the applicant contacts the applicable service desks to report technical difficulties. Tracking numbers are generated automatically when an applicant emails the applicable service desks, and for this reason, long call wait times for support do not relieve the applicant of the responsibility of getting a tracking number.

An applicant experiencing technical difficulties must contact the associated service desk indicated below to report the technical issue and receive a tracking number:

- SAM.gov: contact the [SAM.gov Help Desk \(Federal Service Desk\)](#), Monday–Friday from 8:00 a.m. to 8:00 p.m. ET at 866-606-8220.
- Grants.gov: contact the [Grants.gov Customer Support Hotline](#), 24 hours a day, 7 days a week, except on federal holidays, at 800-518-4726, 606-545-5035, or support@grants.gov.
- JustGrants: contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833-872-5175, Monday–Friday from 7:00 a.m. to 9:00 p.m. ET and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET.

If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the Grants.gov deadline** to request approval to submit after the deadline.

If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the JustGrants deadline** to request approval to submit after the deadline.

Waiver requests sent to the OJP Response Center must—

- describe the technical difficulties experienced (provide screenshots if applicable);
- include a timeline of the applicant's submission efforts (e.g., date and time the error occurred, date and time of actions taken to resolve the issue and resubmit; and date and time support representatives responded);
- include an attachment of the complete grant application and all the required documentation and materials;
- include the applicant's Unique Entity Identifier (UEI); and
- include any SAM.gov, Grants.gov, and JustGrants Service Desk tracking numbers documenting the technical issue.

OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue (including all information listed above), or that does not submit a waiver request within the required time period, will be denied.

For more details on the waiver process, OJP encourages applicants to review the "Experiencing Unforeseen Technical Issues" section in the [Application Resource Guide](#).

Application and Submission Information

Content of the SF-424 in Grants.gov

The SF-424 must be submitted in Grants.gov. It is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [Application Resource Guide](#) for additional information on completing the SF-424.

In Section 8F of the SF-424, please include the name and contact information of the individual **who will complete the application in JustGrants**. JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

Intergovernmental Review: This funding opportunity is subject to [Executive Order \(E.O.\) 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2023/06/SPOC-list-as-of-2023.pdf>. If the applicant's State appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the State's process under E.O. 12372. On the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. An applicant whose State does not appear on the SPOC list should answer question 19 by selecting "Program is subject to E.O. 12372 but has not been selected by the State for review."

Content of the JustGrants Application Submission

Entity and User Verification (First Time Applicant)

For first time JustGrants applicants, once the application is received from Grants.gov, DOJ will send an email (from DIAMD-NoReply@usdoj.gov) to the individual listed in Section 8F of the SF-424 with instructions on how to create a JustGrants account. This email should arrive within 24 hours after this individual receives confirmation from Grants.gov of their SF-424 and SF-LLL submissions. Register the Entity Administrator (the person who manages who can access JustGrants on behalf of the applicant), the Application Submitter, and Authorized Representative for the applicant with JustGrants as early as possible and (recommended) not later than 48-72 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive a link in an email to complete the rest of the application in JustGrants. Find additional information on JustGrants Application Submission in the [Application Resource Guide](#).

Standard Applicant Information

The “Standard Applicant Information” section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, the applicant will need to add ZIP codes for areas affected by the project; confirm their Authorized Representative; and verify and confirm the organization’s unique entity identifier, legal name, and address.

Proposal Abstract

A Proposal Abstract (no more than 400 words) summarizing the proposed project—including its purpose, primary activities, expected outcomes, the service area, intended beneficiaries, and subrecipients (if known)—must be completed in the JustGrants web-based form. This abstract should be in paragraph form without bullets or tables, written in the third person, and exclude personally identifiable information). Abstracts will be made publicly available on the OJP and USASpending.gov websites if the project is awarded. Examples of brief Proposal Abstracts are included below.

JAG Abstract Examples:

The city of [insert] will use JAG funds for overtime for increased patrols to bolster the security of at-risk nonprofit organizations such as synagogues, churches, mosques, and other places of worship.

The county of [insert] will use JAG funds to hire credible messengers as part of a community-based violence intervention initiative.

Disparate JAG Abstract Example:

The disparate jurisdictions of [insert] and [insert] will use JAG funds for technology improvements and equipment. Specifically, the county of [insert] will use JAG funds to replace its records management system to transition to NIBRS, and the city of [insert] will use JAG funds to purchase body worn cameras to promote public trust, accountability, and transparency.

Data Requested With Application

The following application elements should be submitted in the web-based forms in JustGrants.

[Financial Management and System of Internal Controls Questionnaire \(including Applicant Disclosure of High-Risk Status\)](#)

The Financial Management and System of Internal Controls Questionnaire helps OJP assess the financial management and internal control systems, and the associated potential risks of an applicant as part of the pre-award risk assessment process. Every OJP applicant (other than an individual applying in their personal capacity, not representing an applicant organization) is required to complete the web-based Questionnaire form in JustGrants. See the [Application Resource Guide: Financial Management and System of Internal Controls Questionnaire \(including Applicant Disclosure of High Risk Status\)](#) for additional guidance on how to complete the questionnaire.

[Proposal Narrative](#)

The Proposal Narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point size font; have no less than 1-inch margins; and should not exceed 10 numbered pages.

Category 1—Eligible Allocation Amounts of Less than \$25,000

The proposal narrative for Category 1 applications must include a description of the project(s), including subawards, if applicable, to be funded with JAG funds over the 2-year grant period.

Category 2—Eligible Allocation Amounts of \$25,000 or More

The proposal narrative for Category 2 applications should include:

a. Description of the Issue

Identify the unit of local government's strategy/funding priorities for the FY 2024 JAG funds, the subaward process (if applicable, including disparates) and timeline, any progress or challenges, and a description of the programs to be funded over the 4-year grant period.

b. Project Design and Implementation

Describe the unit of local government's process, if any, for engaging stakeholders from across the justice continuum and how that input informs priorities. This should include a description of how local communities are engaged in the planning process, how state and local planning efforts are coordinated, and the challenges faced in coordination. The applicant should identify the stakeholders representing each program area who are participating in the strategic planning process, the gaps in the state's needed resources for criminal justice purposes, plans to improve the administration of the criminal justice system, and how JAG funds will be coordinated with state and related justice funds.

c. Capabilities and Competencies

Describe any additional strategic planning/coordination efforts in which the units of local government participate with other criminal justice entities within the local jurisdiction and/or state. Please provide an overview of any evidence-informed programs that have been implemented successfully and how those programs might inform implementation of strategic plan priorities.

d. Plan for Collecting the Data Required for This Solicitation's Performance Measures

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Note: An applicant is **not** required to submit performance data with the application. Rather, performance measure information is included to provide notice that award recipients will be required to submit performance data as part of each award's reporting requirements.

OJP will require each award recipient to submit regular performance data that show the completed work's results. The performance data directly relate to the solicitation goals and objectives identified in the "[Goals and Objectives](#)" section. Applicants can visit [OJP's performance measurement page](#) at www.ojp.gov/performance for more information on performance measurement activities at OJP.

A list of performance measure questions for this program can be found at <https://bjapmt.ojp.gov/help/JAGDocs.html>. NOTE: BJA is in the process of reviewing and revising these performance measure questions. Any changes resulting from this review will be communicated to award recipients.

BJA will require award recipients to submit quarterly performance measure data in BJA's PMT located at <https://bjapmt.ojp.gov> and separately submit a semiannual, performance report in JustGrants. BJA will provide further guidance on the post-award submission process, if the applicant is selected for award.

[Note on Project Evaluations](#)

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance in the "[Note on Project Evaluations](#)" section in the [OJP Grant Application Resource Guide](#).

[Budget and Associated Documentation](#)

[Funding Restrictions](#)

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

[Budget Worksheet and Budget Narrative \(Attachment\)](#)

The applicant will complete the budget worksheet attachment and submit it by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

The budget narrative and budget worksheet (attachment) are critical elements, and applicants will be unable to successfully submit an application in JustGrants unless an attachment is uploaded in this section. If an applicant does not have a budget to submit at the time of application, an attachment must be uploaded noting as such, and BJA will add the appropriate special condition withholding funds for budget documentation. Please note that the budget narrative should include a full description of all costs, including administrative costs (if applicable).

For additional information about how to prepare a budget for federal funding, see the [“Application Resource Guide”](#) section on [Budget Preparation and Submission Information](#) and the technical steps to complete the budget form in JustGrants in the [Complete the Application in JustGrants: Budget](#) training.

[Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs](#)

OJP strongly encourages every applicant that proposes to use award funds for any conference-, meeting-, or training-related activity (or similar event) to review carefully—before submitting an application—the [Application Resource Guide](#) for information on prior approval, planning, and reporting of conference/meeting/training costs.

[Costs Associated With Language Assistance \(if applicable\)](#)

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. See the [Application Resource Guide](#) for information on costs associated with language assistance.

[Unmanned Aircraft Systems](#)

The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and all accompanying accessories to support UAS or UAV, is unallowable.

[Budget/Financial Attachments](#)

[Pre-Agreement \(Pre-Award\) Costs \(if applicable\)](#)

Pre-agreement costs are defined as costs requiring approval incurred by the applicant prior to the start date of the period of performance of the federal award. OJP does not typically approve pre-agreement costs. If a successful applicant, in anticipation of the Federal award, but before the start date of the period of performance, incurs costs which are necessary for efficient and timely performance of the funded project, those costs may not be charged to the award. See the “Costs Requiring Prior Approval” section in the [DOJ Grants Financial Guide Post-Award Requirements](#) for more information.

[Indirect Cost Rate Agreement \(if applicable\)](#)

Indirect costs are costs of an organization that are not readily assignable to a particular project but are necessary to the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for facility operation and maintenance, depreciation, and administrative salaries. The requirements for the development and submission of indirect cost proposals and cost allocation plans are listed in Appendices III–VII of 2 C.F.R. Part 200. A non-federal applicant should follow the guidelines applicable to its type of organization. If applicable, an applicant with a current federally approved indirect cost rate agreement will upload it as an attachment in JustGrants. See the [DOJ Financial Guide](#) for additional information on [Indirect Cost Rate Agreement](#).

This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

[Consultant Rate \(if applicable\)](#)

Costs for consultant services require prior approval from OJP. If the proposed project expects to fund consultant services, compensation for individual consultant services is to be reasonable

and consistent with that paid for similar services in the marketplace. See the [DOJ Grants Financial Guide](#) for information on the consultant rates, which require prior approval from OJP.

[Limitation on Use of Award Funds for Employee Compensation for Awards Over \\$250,000; Waiver \(if applicable\)](#)

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provision in the “Financial Information” section of the OJP Grant Application Resource Guide.

[Disclosure of Process Related to Executive Compensation \(if applicable\)](#)

This notice of funding opportunity expressly modifies the Application Resource Guide by not incorporating its “Disclosure of Process Related to Executive Compensation” provisions. Applicants to this funding opportunity are not required to provide this disclosure.

[Additional Application Components](#)

The applicant will attach the additional requested documentation in JustGrants.

[Memorandum of Understanding \(MOUs\) and Other Supportive Documents \(if applicable\)](#)

For disparate jurisdictions, an MOU that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. See the Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds section and the [JAG FAQs](#) for more information. A [sample MOU](#) is also available.

[Research and Evaluation Independence and Integrity Statement \(if applicable\)](#)

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant will upload documentation of its research and evaluation independence and integrity as an attachment in JustGrants. For additional information, see the [Application Resource Guide](#).

[Certifications and Assurances by the Chief Executive of the Applicant Government Body Armor Mandatory Wear Policy Certification](#) (If applicable)

[Body-worn Camera Policies Certification](#) (If applicable)

[ERPO Certification](#) (if applicable)

[Disclosures and Assurances](#)

The applicant will address the following disclosures and assurances.

[Disclosure of Lobbying Activities](#)

The SF-LLL attachment that was completed and submitted in Grants.gov is attached to this section.

[Applicant Disclosure of Duplication in Cost Items](#)

To ensure funding coordination across grant making agencies, and to avoid unnecessary or inappropriate duplication among grant awards, the applicant will disclose if it has any pending applications for federal funding, including pending applications for subawards of federal funds. Complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the [Application Resource Guide](#) for additional information.

DOJ Certified Standard Assurances

Review and accept the DOJ Certified Standard Assurances in JustGrants. See the [Application Resource Guide](#) for additional information.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing

Review and accept in JustGrants the DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing. See the [Application Resource Guide for additional information](#).

Applicant Disclosure and Justification—DOJ High-Risk Grantees

If applicable, submit the DOJ High-Risk Disclosure and Justification as an attachment in JustGrants. A DOJ High-Risk Grantee is an award recipient that has received a DOJ High-Risk designation based on a documented history of unsatisfactory performance; financial instability; management system or other internal control deficiencies; noncompliance with award terms and conditions on prior awards or is otherwise not responsible. See the [Application Resource Guide](#) for additional information.

Application Review Information

Review Process

OJP reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process for this solicitation.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant entity. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant entity is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM.gov.

Important note on Responsibility/Qualification Data (formerly FAPIIS): An applicant, at its option, may review and comment on any information about itself that currently appears in SAM.gov and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in SAM.gov, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may consider not only BJA recommendations but also other factors as indicated in this section.

Federal Award Administration Information

Federal Award Notices

Generally, award notifications are made by the end of the current Federal fiscal year, September 30. See the [Application Resource Guide](#) for information on award notifications and instructions.

Evidence-Based Programs or Practices

OJP strongly encourages the use of data and evidence in policymaking and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices (programs or practices that have been evaluated as effective), see the [Application Resource Guide](#).

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the projects and activities funded under this solicitation. For additional information on what should be included in the application, see the [Application Resource Guide](#) section entitled “Information Regarding Potential Evaluation of Programs and Activities.”

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [Application Resource Guide](#).

Civil Rights Compliance

If a successful applicant accepts funding from OJP—as a recipient of OJP funding—that award recipient must comply with certain federal civil rights laws that prohibit it from discriminating on the basis of race, color, national origin, sex, religion, or disability in how the recipient delivers its program’s services or benefits and in its employment practices. The civil rights laws that may be applicable to the award include Title VI of the Civil Rights Act of 1964 (Title VI), the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968 (Safe Streets Act), and Section 504 of the Rehabilitation Act of 1973. These and other federal civil rights laws are discussed in greater detail here: [“Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements – FY 2024 Awards”](#) under the “Civil Rights Requirements” section, and additional resources are available from the [OJP Office for Civil Rights](#).

Part of complying with civil rights laws that prohibit national origin discrimination includes recipients taking reasonable steps to ensure that people who are limited in their English proficiency (LEP) because of their national origin have meaningful access to a recipient’s program and activity. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. To help recipients meet this obligation to serve LEP persons, DOJ has published a number of resources, including a language access assessment and planning tool, which are available at <https://www.lep.gov/language-access-planning>. Additional resources are available at <https://www.ojp.gov/program/civil-rights-office/limited-english-proficient-lep>. If the award recipient proposes a program or activity that would deliver services or benefits to LEP

individuals, the recipient may use grant funds to support the costs of taking reasonable steps (e.g., interpretation or translation services) to provide meaningful access. Similarly, recipients are responsible for ensuring that their programs and activities are readily accessible to qualified individuals with disabilities. Applicants for OJP funding must allocate grant funds or explain how other available resources will be used to ensure meaningful and full access to their programs. For example, grant funds can be used to support American Sign Language (ASL) interpreter services for deaf or hard of hearing individuals or the purchase of adaptive equipment for individuals with mobility or cognitive disabilities. For resources, see <https://www.ada.gov/> or contact OJP.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the [Application Resource Guide](#) for additional information.

Information Technology Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the [Application Resource Guide](#) for more information.

General Information About Post-Federal Award Reporting Requirements

In addition to the deliverables described in the “[Program Description](#)” section, all award recipients under this solicitation will be required to submit certain reports and data.

Required reports—Award recipients typically must submit quarterly financial reports, quarterly performance measurement reports, semiannual performance reports, final financial and performance reports, and (if applicable) an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

Specific reporting requirements by category are listed below:

Category 1—Eligible Allocation Amounts of Less Than \$25,000

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP’s JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report through BJA’s PMT. Please note that as soon as all project activity has concluded, that report may be marked as final.
- An annual performance report and final progress report through OJP’s JustGrants. If all project activity has concluded at the time the first annual performance report is submitted, that report may be marked as final.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

Category 2—Eligible Allocation Amounts of \$25,000 or More

Recipients must submit the following:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report (at any time once all project activity has concluded) through BJA's PMT.
- Semiannual performance reports and a final performance report (at any time once all project activity has concluded) through OJP's JustGrants.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

See the [Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measure data.

Federal Awarding Agency Contact(s)

For OJP contact(s), contact information for Grants.gov, and contact information for JustGrants, see the solicitation Synopsis.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a)

See the [Application Resource Guide](#) for information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a).

Provide Feedback to OJP

See the [Application Resource Guide](#) for information on how to provide feedback to OJP.

Performance Measures

A list of performance measures can be found at: <https://bjapmt.ojp.gov/help/JAGDocs.html>

Application Checklist

BJA FY24 Edward Byrne Memorial Justice Assistance Grant Formula Program—Local Solicitation

This application checklist has been created as an aid in developing an application. For more information, reference [The OJP Application Submission Steps in the OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Pre-Application

Before Registering in Grants.gov

- Confirm your entity's registration in the [System for Award Management \(SAM.gov\)](#) is active through the solicitation period; submit a new or renewal registration in SAM.gov if needed (see [Application Resource Guide](#)).

Register in Grants.gov

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see [Application Resource Guide](#)).
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see [Application Resource Guide](#)).

Find the Funding Opportunity

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s).
- Select the correct Competition ID.
- Access the funding opportunity and application package (see Step 7 in the [Application Resource Guide](#)).
- Sign up for Grants.gov email [notifications](#) (optional) (see [Application Resource Guide](#)).
- Read [Important Notice: Applying for Grants in Grants.gov](#) (about [browser compatibility and special characters in file names](#)).
- Read OJP policy and guidance on conference approval, planning, and reporting available at <https://www.ojp.gov/funding/financialguidedo/iii-postaward-requirements#6g3y8> (see [Application Resource Guide](#)).

Review the Overview of Post-Award Legal Requirements

- Review the "[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements – FY 2024 Awards](#)" in the [OJP Funding Resource Center](#).

Review the Scope Requirement

- The federal amount requested is within the allowable limit. See <https://bja.ojp.gov/program/jag/allocations>.

Review Eligibility Requirement

- Review "Eligibility" in the Synopsis section and "Eligibility Information" section in the solicitation.

Application Step 1

After registering with SAM.gov, submit the SF-424 and SF-LLL in Grants.gov.

- In Section 8F of the SF-424, include the name and contact information of the individual **who will complete the application in JustGrants and the SF-LLL in Grants.gov.**

- Submit Intergovernmental Review (if applicable).

Within 48 hours after the SF-424 and SF-LLL submission in Grants.gov, receive four (4) Grants.gov email notifications:

- A submission receipt.
- A validation receipt.
- A grantor agency retrieval receipt.
- An agency tracking number assignment.

If no Grants.gov receipt and validation email is received, or if error notifications are received:

- Contact BJA or Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov customer support](#), or support@grants.gov regarding technical difficulties (see [“Application Resource Guide” section on Experiencing Unforeseen Technical Issues](#)).

Within 24 hours after receipt of confirmation emails from Grants.gov, the individual in Section 8F of the SF-424 will receive an email from JustGrants with login instructions.

- Proceed to Application Step 2 and complete application in JustGrants.

Application Step 2

Submit the following information in JustGrants:

Application Components

- Entity and User Verification (First Time Applicant)
- Standard Applicant information (SF-424 information from Grants.gov)
- Proposal Abstract
- Data Requested with Application
- Proposal Narrative

Budget and Associated Documentation

- Budget Worksheet and Narrative (attachment)
- Financial Management and System of Internal Controls Questionnaire (see [Application Resource Guide](#))
- Indirect Cost Rate Agreement (if applicable) (see [Application Resource Guide](#))

Additional Application Components

- Research and Evaluation Independence and Integrity (see [Application Resource Guide](#))
- [FY24 JAG—Certifications and Assurances by the Chief Executive of the Applicant Government](#)
- [Memorandum of Understanding](#) (if applicable)
- [Body Armor Certification](#) (if applicable)
- [Body-Worn Camera Certification](#) (if applicable)
- [ERPO Certification](#) (if applicable)

Disclosures and Assurances

- [Disclosure of Lobbying Activities \(SF-LLL\)](#) (see [Application Resource Guide](#))
- Applicant Disclosure of Duplication in Cost Items (see [Application Resource Guide](#))
- DOJ Certified Standard Assurances (see [Application Resource Guide](#))

- DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing (see [Application Resource Guide](#))
- Applicant Disclosure and Justification—DOJ High-Risk Grantees (if applicable) (see [Application Resource Guide](#))

Review, Certify, and Submit Application in JustGrants

- Any validation errors will immediately display on screen after submission.
- Correct validation errors, if necessary, and then return to the “Certify and Submit” screen to submit the application. Access the [Application Submission Validation Errors Quick Reference Guide](#) for step-by-step instructions to resolve errors prior to submission.
- Once the application is submitted and validated, a confirmation message will appear at the top of the page. Users will also receive a notification in the “bell” alerts confirming submission.

If no JustGrants application submission confirmation email or validation is received, or if error notification is received—

- Contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov regarding technical difficulties. See the [Application Resource Guide](#) for additional information.

Standard Solicitation Resources

[Application Resource Guide](#) provides guidance to assist OJP grant applicants in preparing and submitting applications for OJP funding.

[DOJ Grants Financial Guide](#) serves as the primary reference manual to assist award recipients in fulfilling their fiduciary responsibility to safeguard grant funds and to ensure funds are used for the purposes for which they were awarded. It compiles a variety of laws, rules and regulations that affect the financial and administrative management of DOJ awards. This guide serves as a starting point for all award recipients and subrecipients of DOJ grants and cooperative agreements in ensuring the effective day-to-day management of awards.

[JustGrants Resources Website](#) is an entryway into information about JustGrants and the grants management system itself. Through this portal both award recipients and applicants can access training resource and user support options, find frequently asked questions, and sign up for the [JustGrants Update e-newsletter](#).

[JustGrants Application Submission Training page](#) offers helpful information and resources on the application process. This training page includes e-learning videos, reference guides, checklists, and other resources to help applicants complete an application.

[Weekly Training Webinars](#) are advertised here and provide opportunities for users to receive topic-specific training, direct technical assistance, and support on JustGrants system functionality.



City Council Agenda Item Cover Sheet

Project title: Law Enforcement Services Agreement with Global Spectrum, L.P.

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 10/9/2024
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:

425-257-8550

Email:

jhendrickson@everettwa.gov

Initialed by:

JD

Department head

Administration

Council President

Project: Agreement for Security at Arena Events

Partner/Supplier: Global Spectrum, L.P.

Location: Angel of the Winds Arena

Preceding action: NA

Fund: 031/Police

Fiscal summary statement:

The City of Everett will be reimbursed at an hourly rate for each officer assigned as follows:

\$109.00 per hour through December 31, 2025

\$114.00 per hour effective January 1, 2026

Project summary statement:

Global Spectrum, L.P., or "OVG," manages and operates Angel of the Winds Arena, commonly referred to as the "Events Center." OVG would like to retain the services of the Everett Police Department (EPD) to provide law enforcement services during certain events at the arena. This services agreement supersedes all previous versions and reflects an increased hourly reimbursement rate for EPD officers working these events. Events are staffed by off-duty officers so as not to impact the department's ability to respond to calls for service. The agreement is effective upon signature and terminates December 31, 2026, but may be renewed annually by mutual agreement of the parties.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Law Enforcement Services Agreement with Global Spectrum, L.P. for Events Center security.

LAW ENFORCEMENT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into on this _____ of _____ 2024, by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "**City**," and **GLOBAL SPECTRUM, L.P.**, d/b/a Oak View Group, a Delaware limited partnership, as agent for the **EVERETT PUBLIC FACILITIES DISTRICT**, hereinafter referred to as "**OVG**," for the purpose of engaging the City to provide law enforcement presence during events at the Angel Of The Winds Arena.

WHEREAS, Global Spectrum, L.P. contracted with the Everett Public Facilities District to manage and operate Angel Of The Winds Arena on behalf of the Everett Public Facilities District, hereinafter referred to as "Events Center"; and

WHEREAS, OVG would like to retain the services of the City's Police Department ("EPD") to provide law enforcement services (hereinafter "Services") during certain events at the Events Center; and

WHEREAS, the City is willing to provide such services;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. Services. The Services shall consist of the City's EPD employees being present at certain events to provide a law enforcement presence to supplement private security personnel engaged by OVG. The number and type of law enforcement personnel assigned to any event, the type of service and the level of service for individual events will be determined and agreed upon by OVG and EPD, based on public safety, nature of the event, event history and research, demographics and other related factors. If OVG and the EPD do not agree on the number and type of law enforcement and the level of services for an event, the Chief of Police or his designee and the General Manager of the Events Center or his designee will confer in an effort to come to a determination before the event. If the Chief of Police and General Manager cannot come to an agreement, EPD may elect to not provide Services for that event.
2. Effective date; duration. This Agreement shall become effective on the date it has been executed by both parties. It shall terminate on December 31, 2026, unless terminated earlier pursuant to section 4. After that date, this Agreement may be renewed annually by mutual agreement of the parties.
3. Compensation.
 - A. The City shall be paid by OVG for Services rendered pursuant to this Agreement which are described herein. Such payment shall be full compensation for Services rendered.
 - B. The City shall be paid in the amount of One Hundred and Nine Dollars (\$109.00) per hour, through December 31, 2025, for each employee of the EPD assigned to an event pursuant to this Agreement. Beginning January 1, 2026, the City shall be paid in the amount of One-Hundred and Fourteen Dollars (\$114.00) per hour for each employee of the EPD assigned to an event pursuant to this Agreement.
 - C. OVG shall pay the City for services rendered no more than thirty (30) days following billing by City.

D. Notwithstanding the provisions of Section 4, failure by OVG to compensate City according to this Agreement shall give City the right to terminate this Agreement effective immediately.

4. Termination of Contract. Either party may terminate this Agreement by sending written notice of termination to the other ("Notice"). The Notice shall specify a termination date ("Termination Date") at least sixty (60) days after the date the Notice is issued. The Notice shall be deemed issued ("Notice Date") upon the earlier of either actual receipt or three calendar days after mailing. Upon issuance of notice to terminate, the City shall immediately commence to end the Work in a reasonable and orderly manner. OVG shall reimburse the City, in accordance with section 3, for all Services provided while this Agreement remains in effect as well as hours worked after the Notice Date that are reasonably necessary to terminate Services in a reasonable and orderly manner. Notice shall be hand delivered or sent by United States Mail, postage prepaid, certified or registered mail, return receipt requested, to the individuals at the addresses set forth in section 13. Termination of this Agreement shall not waive or release either party from any claim, obligation, or remedy provided by this Agreement, including but not limited to a claim for damages for breach of the Agreement or indemnification under section 6.

5. Assignment. This Agreement shall not be assigned without the prior written consent of the other party.

6. Indemnification. OVG shall hold harmless, indemnify and defend the City, its officers, employees and agents from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, caused by or arising out of OVG's negligent or intentional acts, errors or omissions. In the event of the concurrent negligence of the parties, OVG's obligations hereunder shall apply only to the percentage of fault attributable to OVG, its officers, employees or agents.

City shall hold harmless, indemnify and defend OVG, its officers, employees and agents from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, liability or death to persons or damage to property or business, caused by or arising out of City's negligent or intentional acts, errors or omissions in the performance of this Agreement. In the event of the concurrent negligence of the parties, City's obligations hereunder shall apply only to the percentage of fault attributable to City, its officers, employees or agents. The City shall be liable under this paragraph for matters requiring the exercise of professional judgment of EPD officers only to the extent they are grossly negligent.

7. Independent Contractor. The parties do not intend to create an employer-employee relationship by this Agreement

8. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, OVG shall make available to the City for the City's examination all of OVG's records and documents with respect to all matters covered by this Agreement Furthermore, OVG 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 and other data relating to all matters covered by this Agreement.

9. Compliance with Federal, State and Local Laws. Both parties shall comply with all applicable federal, state and local laws, regulations, and ordinances.

10. Waiver. Any waiver by OVG 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.

11. Complete Agreement; modification. This Agreement is the entire Agreement between the parties and supersedes any other understanding or Agreement whether oral or written. It may be modified only by written amendment executed by both parties in the same manner as this Agreement.

12. Equipment and Office. The City will provide the officers who work security at the Events Center with full City of Everett Police uniform and all other police equipment. OVG will supply Everett Police Officers who are working security at the Events Center with a fully functional portable Events Center security radio or provide the City with the correct information which will enable installation of security radio frequencies on any vacant Police radio frequency. OVG will provide an office for Police security that can be secured by lock and a locking desk. This office may be shared with Fire personnel.

13. Notices.

A. Notices to the City shall be sent to the following address:

City of Everett
Attn: Police Chief
3002 Wetmore Avenue
Everett, WA 98201

B. Notices to OVG shall be sent to the following address:

Global Spectrum
Attn: General Manager, Angel of the Winds Arena
2000 Hewitt Avenue, Suite 200
Everett, WA 98201

14. Venue. Venue for any lawsuit arising out of this Agreement shall be Snohomish County Superior Court.

IN WITNESS WHEREOF, the City and OVG have executed this Agreement as of the date first above written.

AGREED:

CITY OF EVERETT

**GLOBAL SPECTRUM, L.P., AS
AGENT**

Cassie Franklin, Mayor

By: _____

Date: _____

Date: _____

Attest:

Marista Jorve, City Clerk

Approved as to form:

David Hall, City Attorney

Project title: Adopt a Resolution Declaring a 2003 John Deere Wheel Loader surplus and Authorizing Sale at Public Auction

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 10/9/24
Action
Ordinance
Public hearing
Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Resolution

Department(s) involved:

Procurement & Motor
Vehicles

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: Resolution declaring a 2003 John Deere Wheel Loader (H0034) Surplus and Authorizing Sale at Public Auction

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: 401 Utilities

Fiscal summary statement

Funds received from this surplus sale will be returned to Fund 401 Utilities.

Project summary statement:

The Public Works Department, Utility Division, owns a 2003 John Deere wheel loader (H0034). Based on its age, maintenance cost, and maintenance cost scoring, H0034 has approximately 12,057 hours and is scheduled to be replaced in 2024.

H0034 has an estimated surplus value of \$45,000 and was replaced in 2106 by a 2015 John Deere 544K wheel loader (H0056). In 2016, H0034 was transferred from fund 126 to Utilities to be used as hill crew use equipment. Now that H0056 has been replaced, Utilities purchased H0056 from fund 126 and swapped it for H0034.

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 2003 John Deere Wheel Loader (H0034) surplus and authorizing sale at public auction.

RESOLUTION NO. _____

A RESOLUTION declaring a 2003 John Deere Wheel Loader (H0034) surplus and authorizing it for sale at public auction.

WHEREAS,

1. The City has a 2003 John Deere Wheel Loader (H0034), and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property; and
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests and
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.

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

1. The City has a 2003 John Deere Wheel Loader (H0034);
2. The disposition of this equipment at a public auction is hereby authorized.

Councilmember introducing Resolution

Passed and approved this _____ day of _____, 2024.

Council President

Project title: Adopt a Resolution Declaring a 2008 International 4400 Dump Truck surplus and Authorizing Sale at Public Auction

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 10/9/24
Action
Ordinance
Public hearing
Yes ☒ No ☐

Budget amendment:

Yes ☒ No ☐

PowerPoint presentation:

Yes ☒ No ☐

Attachments:

Resolution

Department(s) involved:

Procurement & Motor
Vehicles

Contact person:

Theresa Bauccio-Teschlog

Phone number:

(425) 257-8901

Email:

tbauccio@everettwa.gov

Initialed by:

HB

Department head

Administration

Council President

Project: Resolution declaring a 2008 International 4400 Dump Truck (J0086) Surplus and Authorizing Sale at Public Auction

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: 401 Utilities

Fiscal summary statement

Funds received from this surplus sale will be returned to Fund 401 Utilities.

Project summary statement:

The Public Works Department, Utility Division, owns a 2008 International 4400 five-yard dump truck (J0086). J0086 has approximately 75,841 miles and is scheduled to be replaced in 2024 based on age, maintenance cost, and maintenance cost scoring. It also has a hydraulic leak that will not be repaired before the surplus sale.

J0086 has an estimated surplus value of \$40,000 and has been replaced by a 2024 Peterbilt 548 five-yard dump truck (J0204).

Recommendation (exact action requested of Council):

Adopt a Resolution declaring a 2008 International 4400 Dump Truck (J0086) surplus and authorizing sale at public auction.

RESOLUTION NO. _____

A RESOLUTION declaring a 2008 International 4400 Dump Truck (J0086) surplus and authorizing it for sale at public auction.

WHEREAS,

1. The City has a 2008 International 4400 Dump Truck (J0086), and
2. The above-referenced equipment is no longer of value or use to the City; and
3. Ordinance 2963-06 establishes a procedure and methods for surplus or disposition of City-owned personal property; and
4. Based on the guidelines set forth in EMC 3.88.020, a public auction is the disposition method that best meets the City's interests and
5. The City's Procurement Manager has reported the basis for the estimated value of the surplus property and has recommended the surplus of the above-referenced vehicle and equipment by public auction.

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

1. The City has a 2008 International 4400 Dump Truck (J0086);
2. The disposition of this equipment at a public auction is hereby authorized.

Councilmember introducing Resolution

Passed and approved this _____ day of _____, 2024.

Council President

Project title: Interagency Agreement with Washington Traffic Safety Commission for participation as sub-recipient in the Region 10 Target Zero Task Force traffic safety grant project

Council Bill #

Agenda dates requested:

Briefing
Proposed action
Consent 10/9/2024
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Interagency Agreement

Department(s) involved:
Police, Legal

Contact person:
Jeff Hendrickson

Phone number:
425-257-8450

Email:
jhendrickson@everettwa.gov

Initialed by:

JD
Department head

Administration

Council President

Project: 2025-HVE-5423-Region 10 Target Zero Task Force

Partner/Supplier: Washington Traffic Safety Commission

Location: n/a

Preceding action: Annual agreement

Fund: 031/Police General Fund

Fiscal summary statement:

This interagency agreement provides for reimbursement of officer straight time or overtime costs associated with high visibility traffic safety enforcement emphases that are conducted throughout the contract term.

Project summary statement:

The Everett Police Department works in coordination with the Washington Traffic Safety Commission and other Snohomish County law enforcement agencies to conduct high visibility traffic safety enforcement activities under the Region 10 Target Zero Task Force grant program. The program goal is to reduce traffic-related deaths and serious injuries by engaging in high visibility patrols in the areas of impaired driving, distracted driving, seatbelt safety, speeding and motorcycle safety. Execution of this interagency agreement allows the City of Everett to participate in these important safety emphases and seek reimbursement for officer straight-time or overtime costs incurred in association with these activities during the term of October 1, 2024, to September 30, 2025.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Interagency Agreement with the Washington Traffic Safety Commission regarding participation as a sub-recipient in the Region 10 Target Zero Task Force traffic safety grant project.



INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and [REDACTED], hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) number 20.600 for traffic safety grant project [REDACTED], specifically to provide funding for the law enforcement agencies in WTSC Region [REDACTED] to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TQM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant [REDACTED] was awarded to the WTSC Region [REDACTED] to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region's HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2024, and remain in effect until September 30, 2025 unless terminated sooner, as provided herein.

3. SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

The main causes of serious injury and fatality collisions on Washington's roadways are driver impairment through drug and/or alcohol use, speeding, occupant restraint mis/nonuse, and distraction. Fatalities have increased almost 40 percent since 2019. Despite a very high seat belt use rate (greater than 90% for many years in a row), the number of unrestrained fatalities

and serious injuries have increased to the highest number since before 2010. Since 2019, unrestrained fatalities have increased over 40 percent. Motorcyclists also represent a high number of injured and killed because of unsafe and poorly trained riders and the challenges vehicle drivers face in observing motorcycles on the road.

Washington has seen a drastic decrease in proactive enforcement of traffic laws. This decrease is due to a myriad of factors, include the COVID-19 pandemic, political actions to update laws that reduce an officer's ability to stop drivers,

This project will fund locally coordinated enforcement mobilizations to address impaired driving, distracted driving, seat belt safety, speeding, and motorcycle safety. Funding and events will be organized by local Target Zero Managers (TZMs) & the statewide Law Enforcement Liaison networks and their local Target Zero Task Force. These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination.

3.1.2 Project Purpose and Strategies

This project will fund High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols to prevent impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety.

High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols are designed to create deterrence by increasing the expectation of a citation/fine/arrest. Officers may also remove high risk (impaired) drivers when encountered. So together, this countermeasure works by preventing dangerous driving behaviors and stopping those who still decide to engage in those behaviors.

Funding and events will be organized by local TZMs, LELs, and their local Target Zero Task Force. Task forces will use local data and professional judgement to determine enforcement priorities for their jurisdictions and will schedule and plan enforcement and outreach activities. Regional participation in the following National Campaigns is mandatory:

- Impaired driving enforcement during the Holiday DUI campaign (December 2024).
- Distracted driving enforcement during the Distracted Driving campaign (April 2025)
- Seat belt enforcement during the Click It or Ticket campaign (May 2025).
- Impaired driving enforcement during the Summer DUI campaign (August 2025).

These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination with the WSP.

3.1.3 Requirements for National Mobilizations and Traffic Safety Enforcement Program (TSEP)

1. HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members. WTSC strongly believes in the expertise of local officers to understand the highest priority areas in their communities to focus their efforts.
2. The SUB-RECIPIENT will ensure that all officers participating in these patrols are BAC certified and have received and passed the SFST refresher training.
3. SUB-RECIPIENT will ensure all officers participating in Impaired Driving patrols have also received Advanced Roadside Impaired Driving Enforcement (ARIDE) training.
4. SUB-RECIPIENT shall ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on irregularities, challenges or other details that would help explain what was encountered during their shift. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.

5. Activity conducted outside of the quarterly task force operational plans will not be reimbursed.

3.1.4 Project Intent and Best Practice

1. SUB-RECIPIENT is encouraged to help their Region Task Force fulfill the requirement to participate in the four mandatory National Campaigns. (Holiday DUI campaign in December 2024, Distracted Driving campaign in April 2025, Click It or Ticket campaign in May 2025, and Summer DUI campaign in August 2025).
NOTE: Agencies must participate in speed or impaired driving enforcement under this agreement to be eligible to receive funding under the WASPC equipment grant.
2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.
3. Regional task force will be submitting quarterly operational plans and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. Quarterly operational plans are due October 15, December 15, March 15, and June 15.
4. WTSC encourages participating officers to prioritize violations that directly contribute to the injury and death of road users, such as impaired driving, speeding, distracted driving, non-restraint, etc.
5. SUB-RECIPIENT should promote patrol events through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. It is best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.
6. SUB-RECIPIENT should strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.
7. When participating in motorcycle patrols SUB-RECIPIENT should focus on the illegal and unsafe driving actions of all motor vehicles interacting with motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.
8. When participating in motorcycle patrols SUB-RECIPIENT should ensure that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.
9. Performance will be monitored by the regional TZM, LEL, and Task Force, as well as WTSC. WTSC reserves the right to designate specific officers as ineligible for cost reimbursement. This will occur if an officer is determined to not have not met the purpose/intent of this grant in multiple emphasis patrols.
10. Funds can be used to support the mentoring of officers in traffic enforcement. This can be focused on impaired driving, or general traffic enforcement.
For DUI mentorship, WTSC has found it to be best practice to include a mix of instruction and practical experience. The mentor should be a DRE when possible, or a highly effective DUI emphasis patrol officer with a minimum of ARIDE training. Mentor/mentee activities will be pre-approved by the TZM or LEL after the mentee submits their interest.
11. Community outreach/collaboration: Funds can be used to pay for traffic safety focused community outreach and collaboration activities. The operational approach for regional community outreach and collaboration activities should be developed at the Task Force level and be approved by the WTSC. WTSC recommends that these activities include an opportunity for the audience to provide feedback on local traffic safety priorities and activities, which ideally will influence the region's plan for traffic safety programming.

In order to receive funding from this grant, agencies must participate with the regional traffic safety task force/coalition in the planning efforts for these activities.

WTSC also encourages all law enforcement agencies in Washington to utilize WTSC's data analysis resources, such as interactive dashboards and data from a statewide attitudinal survey, as well their regional Target Zero Manager to identify priorities for engaging with the community.

WTSC will provide tools for documenting community collaboration activities, such as the WEMS activity log.

3.1.5 NATIONAL AND STATE-WIDE MOBILIZATIONS

Not all agencies are required to participate in all of these, however the region has committed to participate as a region in all of these. Dates are tentative and may change when NHTSA publishes their FFY2025 mobilization calendar.

Mobilization	Dates
Holiday DUI	December 14, 2024 – January 1, 2025
U Drive. U Text. U Pay.	April 7 – 14, 2025
Click It or Ticket	May 12 – June 1, 2025
It's a Fine Line (optional if funded)	July 7 – 20, 2025
DUI Drive Sober or Get Pulled Over	August 13 – September 1, 2025

3.2 PROJECT GOALS

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement, law enforcement training, and community outreach. Law enforcement can have a profound effect on traffic safety and this project aims to increase participation to accomplish that.

3.3 COMPENSATION

3.3.1 The Compensation for the straight time or overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region's traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.3.2 WTSC will reimburse for personnel straight time or overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L&I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked.

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.3.3 Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this

agreement, so long as the total grant award amount does not increase. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication between the regional TZM and assigned WTSC Program Manager. This communication shall include details of the requested budget modifications and a description of why these changes are needed. The TZM will also send an updated quarterly Operations Plan to the WASPC representative monitoring the project if the budget modification will result in changes to the previously submitted plan.

- 3.3.4 These funds, designated for salaries and benefits, are intended to pay for the hourly straight time or overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification. This agreement is expressly designated to fund salaries and benefits. By signing this agreement, SUB-RECIPIENT agrees to supply all necessary equipment and vehicles needed to accomplish the work in the scope of work. WTSC is not responsible for any equipment that is lost, stolen, or destroyed in the execution of the scope of work.
- 3.3.5 Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.3.6 Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.3.7 The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.
- 3.3.8 The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.4 PROJECT COSTS

The WTSC has awarded \$ [REDACTED] to the WTSC Region [REDACTED] Traffic Safety Task Force for the purpose of conducting coordinated HVE enforcement and community outreach/collaboration activities. The funding must be used for traffic safety purposes in the areas of impaired driving, distracted driving, occupant restraint use, speeding, and motorcycle safety. See the project in WEMS for an updated distribution of funding by specific emphasis area.

By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. Funds are expressly designated for staffing activities and may not be used for other expenses that may be incurred, such as vehicle damage, supply replacement, etc. All activity must be coordinated by the region's traffic safety task force and TZM to be eligible for reimbursement.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

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

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

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 shall be deemed to exist or to bind any of the parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2025, **must be received by WTSC no later than August 10, 2025**. All invoices for goods received or services performed between July 1, 2024 and September 30, 2025, **must be received by WTSC no later than November 15, 2025**.

11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE

15.1. 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 shall be construed to conform to those laws.

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

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB- RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. 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.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal

auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15- day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub- contractors.

31. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for

lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT's workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB- RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

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

36.1.1. 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.

36.1.2. 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.

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

36.2. 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.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination ("Federal

Nondiscrimination Authorities”). These include but are not limited to:

37.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252

37.1.1.2. 49 CFR part 21

37.1.1.3. 28 CFR section 50.3

37.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

37.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)

37.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)

37.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)

37.1.1.8. The Civil Rights Restoration Act of 1987

37.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)

37.1.1.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations

37.1.1.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency

37.1.1.12. Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government

37.1.1.13. Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA”.

37.1.6. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub- contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. CERTIFICATION ON CONFLICT OF INTEREST

41.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

41.2. Based on this policy:

41.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB-RECIPIENT's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

41.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

41.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

41.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

42. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:



City Council Agenda Item Cover Sheet

Project title: Port Gardner Storage Facility (PGSF) Project Labor Agreement professional services agreement with Intelligent Partnerships, Inc.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 10/09/24
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Professional Services Agreement

Department(s) involved:

Public Works, Legal, Admin.

Contact person:

Ryan Sass

Phone number:

425.257-8942

Email:

rsass@everettwa.gov

Initialed by:

RS

Department head

Administration

Council President

Project: Port Gardner Storage Facility (PGSF)

Partner/Supplier: Intelligent Partnerships, Inc.

Location: PGSF site near W. Marine View Drive

Preceding action: Award of demolition construction contract [1/31/24](#)

Fund: Fund 336 – Water & Sewer System Improvements Fund

Fiscal summary statement:

The programmed available funding for Port Gardner Storage Facility project is \$39,600,000 for select demolition and design of the facility as established by funding ordinance 3816-21.

Public Works seeks a professional services agreement with Intelligent Partnerships, Inc. for consultant support to negotiate and administer a Project Labor Agreement (PLA) for the Port Gardner Storage Facility as a PLA pilot project. The cost of this professional services agreement, not to exceed \$956,175.00, is within the current programmed available funding.

Project summary statement:

The City is under an agreed order with the Department of Ecology that requires the City to reduce Combined Sewer Overflows (CSOs) into regulatory compliance by the end of 2027. Once completed, the Port Gardner Storage Facility (PGSF) program will bring the City into regulatory compliance by reducing or eliminating CSO events.

The PGSF program includes multiple projects including construction of the facility itself and several associated conveyance pipeline projects. This professional services agreement (PSA) is to negotiate and administer a Project Labor Agreement (PLA) for the facility construction project and to provide PLA evaluation for three associated conveyance projects. The intended outcome of this agreement should result in the PGSF Facility construction being bid and constructed as a PLA pilot project.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign a Professional Services Agreement with Intelligent Partnerships Inc. to provide Project Labor Agreement (PLA) negotiation, administration and analysis for the engineering consulting services to develop a PLA for the PGSF Program for an amount not to exceed \$956,175.00.



PROFESSIONAL SERVICES AGREEMENT

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

BASIC PROVISIONS	
Service Provider	Intelligent Partnerships, Inc.
	707 S. Grady Way, Suite 600 Renton, WA 98057
	daniel@ipartnerships.net
City Project Manager	Ryan Sass
	City of Everett – Public Works 3200 Cedar Everett, WA 98201
	rsass@everettwa.gov
Brief Summary of Scope of Work	Develop, Negotiate, and Administer Project Labor Agreement Pilot
Completion Date	December 31, 2026
Maximum Compensation Amount	\$956,175

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Susan Castañeda
	(860) 547-5000
	susan.castaneda@thehartford.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: No</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: No</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

**CITY OF EVERETT
WASHINGTON**

INTELLIGENT PARTNERSHIPS

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Daniel Villao

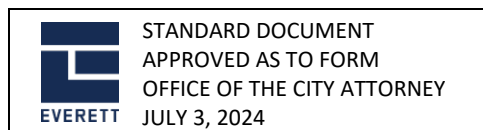
Signer's Email Address: daniel@ipartnerships.net

Title of Signer: Chief Executive Officer

Date

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 attached as Exhibit A. The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Any reuse by the City of these reports, drawings, plans, specifications and intangible property for purposes other than in connection with the Work is at the sole risk of the City. To the extent the Work includes material subject to copyright, Service Provider agrees that the Work is done as a “Work For Hire” as that term is defined under U.S. copyright law, and that as a result, the City shall own all copyrights in the Work. To the extent that the Work includes material subject to proprietary right protection but does not qualify as a “Work For Hire” under applicable law, Service Provider hereby assigns to the City all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). To the maximum extent permitted by law, Service Provider waives all moral rights in the Work. Notwithstanding the foregoing, Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and the Work shall be completed by Completion Date stated in the Basic Provisions.
4. **Compensation.**
 - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
 - B. Service Provider shall be paid such amounts and in such manner as described in Exhibit B.
 - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. “Eligible Expenses” means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not

- identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for Service Provider.
- D. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
 - E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.
5. **Method of Payment.**
- A. To obtain payment, Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.
 - B. All requests for payment should be sent to the City Project Manager Address in the Basic Provisions or to an address designated by the City Project Manager in writing.
6. **Submission of Reports and Other Documents.** Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.
7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date"). The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.
8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the

scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
10. **Indemnification.** Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's obligations under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the termination of this Agreement.
11. **Insurance.**
 - A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
 1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.

2. Commercial General Liability (CGL) Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
 4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above CGL and auto liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.
 - C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
 - D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
 - E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's obligations to fulfill the requirements. No statement on a third-party website (such as a Trustlayer) that a requirement is "waived" or "overridden" is a waiver of Service Provider's obligations to fulfill the requirements of this Section.
 - F. If the Professional Errors and Omissions Insurance is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy.
 - G. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide

the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

- H. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

- 12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.

13. **Independent Contractor.**

- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City.

Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.

- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
 - E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the “Act”). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City’s public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney’s fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.
20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider’s work hereunder. If the grant or loan requires that the agency be a third party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
 - A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
 - B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

**END OF GENERAL PROVISIONS
(v.070324)**

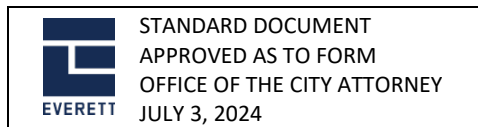


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK

Summary of Tasks as included in the attached Scope of Work:

Task One - PLA Pilot Development and Negotiation

Task Fee Amount: \$ 30,450

Task Two - Third Party Administration of PLA for PGSF Storage Facility Construction Project

Task Fee Amount: \$744,750

Task Three - PGSF Conveyence Projects PLA Analysis

Task Fee Amount: \$ 55,975

Total Base Fee Amount: \$831,175

Task Four - Management Reserve

Task Fee Amount \$125,000

TOTAL CONTRACT AMOUNT: \$956,175

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

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

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

Name	Title	Rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate

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

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

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

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

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

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

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



**intelligent
Partnerships**
Accelerate the Impact of Inclusion™

August 20, 2024

PLA Third-Party Administration & Support Services

Prepared For:

City of Everett – Public Works

Port Gardner Storage Facility (PGSF) Program

📍 Headquarters

3753 Howard Hughes Parkway,
Suite 200,
Las Vegas, NV 89169

📞 Contact

(877) 234 – 9737
info@ipartnerships.net
www.ipartnerships.net

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August 20, 2024

Attn: Mr. Ryan Sass

Public Works Director

City of Everett – Public Works

3200 Cedar St.

Everett, WA 98201-4516

Re: PLA Third-Party Negotiations, Administration, & Support Services RFP

Dear Mr. Sass,

Intelligent Partnerships is pleased to submit this proposal to assist the City of Everett—Public Works with negotiating and establishing a Project Labor Agreement (PLA) program, PLA Third-Party Administration, and additional PLA-related support services. We bring experience in strategic workforce development policies, WMDBE/Small business support, DEIA Policy Design, and designing and implementing prioritized local hiring plans. Our team has a history of successful group facilitation in complex scenarios and regularly implements creative and ambitious inclusion plans.

The development of a comprehensive PLA Pilot Project represents a crucial opportunity for City capital project programming. To be successful, the consultant team needs to bring a specific set of skills that can push a creative program plan and compile comprehensive policy repositioning while maintaining an elevated level of political sensitivity and stakeholder engagement. Our relationships with contractors, elected officials, labor leaders, and community advocates uniquely position our team to achieve these goals in an effective and efficient manner, which is crucial given the timeline for the design and delivery of PLA integration and its related work. Our team has successfully helped organizations with similar priorities meet these goals by relying on creative, strategic engagement, and consensus-based approaches teamed with high-level issue expertise. Intelligent Partnerships has previously led the Employment Opportunity and Empowerment Program (EOEP) for the King County policy development effort, resulting in a comprehensive task force engagement process that was the baseline for a unanimously endorsed report.

Coordinating strategies across large-scale construction programming requires a unique capacity to educate project team leadership about the available opportunities and translate that education into a seamless pathway to the responsible offices in each entity to ensure minimal disruption to the project flow while creating an environment that maximizes regional opportunity for access.

Our team has successfully worked towards these goals by relying on creative, strategic thinking, and consensus-based approaches teamed with high-level issue expertise and coordinated communication model strategies. Currently, our team is the PLA/CWA Administrator for the WSDOT SR520 – Montlake Phase Project and have previously provided PLA/CWA Administrator Services for some of the Seattle region's largest and highest-profile construction programs, including the King County Children & Family Justice Center (\$450M value) and the Seattle Convention Center Addition Project (\$1.3Billion Value).

The IP team brings a wealth of direct subject matter expertise, who developed the Labor Equity Program, as well as the compliance support policy structures in the Community Workforce Agreements for the City of Seattle and Washington State DOT. This team has also delivered similar inclusive policy design strategies for King County and the Port of Seattle.

Intelligent Partnerships brings decades of experience helping clients with diversity management, strategic engagement, and workforce development. We have previously worked in similar capacities at WSDOT HQ, assisting in developing a statewide PLA/CWA program and policy for construction projects and expanding priority hire initiatives. In addition, we have worked with the Port of Seattle on re-evaluating their racial equity policy elements to deepen support strategies for small and WMDBE businesses while expanding equity in contracting on PLA/CWA projects.

From our reservoir of experience, the Intelligent Partnerships Team offers the City of Everett the following:

- ✓ Deep familiarity with Strategic Planning, Diversity & Inclusion, Complex Contract Negotiations, Policy Development, Design & Implementation, and Workforce Development.
- ✓ Extensive knowledge and professional experience in facilitation, stakeholder engagement, community outreach, politics, and public affairs.
- ✓ Ability to communicate highly technical information effectively to stakeholders.
- ✓ Top-tier experience in visioning and strategic planning, facilitation of stakeholder groups, public meetings, and leadership deliberations.
- ✓ Rapid deployment capacity in a fully staffed model that relies on direct subject matter expertise to meet the anticipated tight timelines.

We look forward to working on this project with the City of Everett – Public Works. Should you have any questions, please contact me directly at (213) 500-6463 or daniel@ipartnerships.net.

Sincerely,

Daniel J. Villao

Daniel Villao
Chief Executive Officer

Company Description

About Us

Intelligent Partnerships is a full-service consulting firm focused on helping organizations capture opportunities through targeted inclusive approaches. With over 30 years of expertise in the construction policy design space, our models have impacted billions of dollars of construction programming in the public sector, including the City of Los Angeles, LA Metro, Los Angeles Unified School District, City of Bellevue, Port of Seattle, Sound Transit, City of Seattle, King County, and others.

Our experience allows the firm to design mutually beneficial outcomes that consider each stakeholder group's needs and influence the design and perception of project outcomes. Our approach offers comprehensive third-party administrative design by approaching client solutions with a whole-system view. Specializing in Complex Workforce Development and Labor Policies, our team of experts provides clients with experience throughout any project or policy design environment. We operate in a lean delivery model aggregating technical expertise based on the desired client outcome.

Company Experience Overview

Intelligent Partnerships has an extensive level of experience and understanding of workforce development at different government levels and public-private partnerships. We are typically hired to help connect workforce development pipelines to employment, support policy design, create and facilitate stakeholder engagement, and deliver performance tracking for employers and workers supported in these environments. Our team is fully versed in the wide variety and comprehensive support provided to workers and employers through workforce solutions. Our models will help magnify the value generated in the supportive systems and create solution-driven, data-supported participation that yields measurable results. Intelligent Partnerships has worked on various projects that target workforce development and the advancement of disadvantaged and minority communities. Examples of our work include our current engagement with Jobs For the Future on expanding DEIA through Registered Apprenticeship, Supporting WMBE on the certification process with ProSearch on supplier diversity, and Pre-Apprenticeship and Apprenticeship outreach for CWA/PLA construction projects in targeted disadvantaged zip code areas.

Intelligent Partnerships is led by our President and Chief Operations Officer, Julie Villao, and has become a model for WMBE businesses nationwide. Her corporate experience includes two decades leading customer service and sales distribution teams for big oil, including Valvoline and Castrol. Daniel Villao, CEO and principal at IP, has focused on career development for over three decades. As the previous Deputy Administrator for the US DOL Office of Apprenticeship, he brings unique insight into the structures available within the federal and state systems and has helped thousands of employers transition their workforce models.

Expert Services:

- Strategic Planning
- DEIA Policy Development & Design
- Community Engagement
- Workforce Development
- Compliance, Reporting & Validation Services
- Labor Relations & Navigation
- Bargaining & Negotiation Facilitations
- WMBE Outreach and Support

Certifications:

- Disadvantaged Business Enterprise (DBE)
- Minority Business Enterprise (MBE)
- Small Business Enterprise (SBE)
- Minority/Women Business Enterprise (MWBE)



Project Labor Agreement (PLA) Administration & Negotiations

Intelligent Partnerships offers turn-key third-party administrative design by approaching client solutions with a whole-system view. Specializing in Project Labor Agreement (PLA) services and Community Workforce Agreements (CWA), our team of experts provides clients with experience throughout any project. Our services also include Complex Contract Negotiations, Sub-Contractor Guidance, Program Education, DEI Design, Labor Navigation, Workforce Development Design, and Compliance Delivery. Our CWA and PLA services are customizable to the needs of our clients. We provide support through Pre-Job Conferences, Pre-Bid/Pre-Construction Navigation, Compliance, Reporting and Documentation, Pre-Hire Navigation, Pre-Apprenticeship, and Apprenticeship Utilization, MBE/SB/V/WBE Subcontractors, or any combination of these services.

The Intelligent Partnerships team has a long history of working through complex, sensitive stakeholder engagement and policy-creation processes that are in line with the City's desired scope of work. We have a team that provides significant subject matter expertise, facilitation experience, and strategic policy design thinking that will specifically address the needs of the City and its partners.

Our team believes in initiative-taking and practical project management, as well as in close communication with the client. Regular phone calls and e-mail communication keep everyone up to speed, avoid misunderstandings, and ensure product delivery on time and on budget. Our commitment will apply all of our knowledge, skills, and energy to execute the goals and methods identified in this proposal. Below, we have identified our general approach and capabilities for each identified task outlined in this proposal. We will collaborate with the City team to refine this approach as needed to suit the goals of the City.

IP recommends the following task-based approach and will adjust based on guidance from City leadership, current project status, and mutually agreed support services. In designing appropriate tasks, IP tried to focus on the most comprehensive, rapid response, and cost-effective approaches as follows.

PLA Negotiations	
Provide Full PLA Negotiation & Support	<ul style="list-style-type: none">• Coordinated support in negotiation strategy and process, collaborating with City staff leadership, assigned legal counsel and partners as directed.• Provide strategic technical advice to City senior leadership in the design of the PLA program.• Coordinate and lead the pilot program negotiations on behalf of the City.
Provide CWA Stakeholder Education Design Support	<ul style="list-style-type: none">• Provide a written communication model based on City priorities.• Provide strategic technical advice to City senior leadership in the design of PLA external messaging.• Generate communication structure with external PLA partnerships.• Provide PLA impact analysis as directed by the City.

Deliver PLA Implementation	
Coordinate Stakeholder Engagement	<ul style="list-style-type: none"> • Jointly Identify Key Performance Indicators (KPIs). • Jointly Design the PLA Engagement Model. • Manage, Facilitate, and Coordinate the PLA implementation process.
Provide Contractor Implementation Support	<ul style="list-style-type: none"> • Jointly identify baseline criteria for desired PLA Procurement Policy. • Design initial strategy models for contractor access and data capture. • Design initial stakeholder education material.
Provide Workforce Implementation Support	<ul style="list-style-type: none"> • Jointly identify a baseline for desired Workforce Development Procurement Policy. • Design initial strategy models for workforce access and data capture. • Design initial stakeholder education material. • Design Outreach and engagement integration.

Demonstrate PLA Outcomes	
Manage Real-Time PLA Reporting	<ul style="list-style-type: none"> • Capture ongoing contractor PLA performance. • Capture workforce utilization data. • Facilitate stakeholder PLA data tracking process, Labor Disputes, and Grievances.
Generate Data-Driven Support Material	<ul style="list-style-type: none"> • Create baseline reporting of City PLA for Pre-Job Conferences. • Validation of wages/claims, tracking of dispatches, and performance against goals. • Report contractor outreach, contractor notification, and interventions.
Provide Supportive Outcome Reporting	<ul style="list-style-type: none"> • Compile and organize captured data into a monthly PAC reporting structure. • Create Documentation in coordination with the City team. • Provide contractor engagement, demographic data outcomes, and related reporting.

GENERAL PLA/CWA SERVICES OVERVIEW

Labor Specialist / Subject Matter Expertise Services

- Assist with PLA/CWA Negotiations - Review PLA/CWA documents - Prepare Management with information for negotiations.
- Fully coordinate, facilitate, and lead PLA/CWA Negotiations as requested by the client.
- Attend PLA/CWA negotiations as needed by the client.
- Note-taking, tracking, and facilitation of PLA/CWA negotiations.
- Prepare Draft & final versions of the PLA/CWA to submit to the Building Trades for approval and signatures.
- Provide copies of the PLA/CWA to prime and subcontractors of every tier.

PLA/CWA Administration Services

- Provide training, education, and insight on the PLA terms and obligations as needed and requested.
- Distribution/Collection of Pre-Job Packet & Letter of Assent (LOA) upon Contract Award to (all tiers of subs) - sent to PLA/CWA admin for review & record keeping.
- Send Completed, signed Pre-Job Packet & LOA to the Building Trades Council Admin for distribution to all Union Trade Affiliates.
- Collection of "Proposed Trade Assignment" & "Final Trade Assignments"- sent to Building Trades Council.
- Attend / chair pre-job meetings as needed (these are scheduled and last approx. 1 hour or 15 min per sub-contractor, depending on the schedule and union affiliate claims or challenges to the proposed scope of work. Pre-Job Conferences are held on a weekly basis.
- Keep all Pre-Job Conference and any post conference Union Trade Claims/Challenge meeting outcome notes. Forward/discuss notes with client to properly address any issues that arise.
- Chair the Project Administration Committee (PAC) to address dispatching procedures, apprenticeship utilization, and overall project progress status.
- Utilize Labor Compliance software to Summarize workforce reports, as provided by each subcontractor through said software and prepare an overall monthly report for the entire site to the client and to:
 - Track & report wage compliance for each subcontractor and their workers on the project site to ensure compliance with Prevailing wage and the PLA/CWA. Assist contractors of every tier with reporting to the project and state. These reports will be reviewed by the client and shared in monthly PAC meetings.

- Provide conflict resolution support and mediation with Union Labor should such services be required.
- Assist contractors with getting their workers properly dispatched and assistance with dispatch issues.
- Collect demographic surveys to validate the diverse workforce goals (if any), as well as Jobsite visits by our Field Enforcement Specialist to validate the workforce and ensure that all workers are dispatched and working in the appropriate classification.
- Assist the client's Community & WMBE Outreach Coordinator with tracking and reporting subs and workers by tracking the Good Faith Efforts made by subs (we are available for outreach as well).
- Assistance with Outreach to Pre-Apprentice groups. Track and report on coordination and utilization according to PLA/CWA negotiated guidelines.
- Monitor and track any labor issues, including grievances. Facilitate resolution to the issues and report upon resolution.

Certified Payroll Services

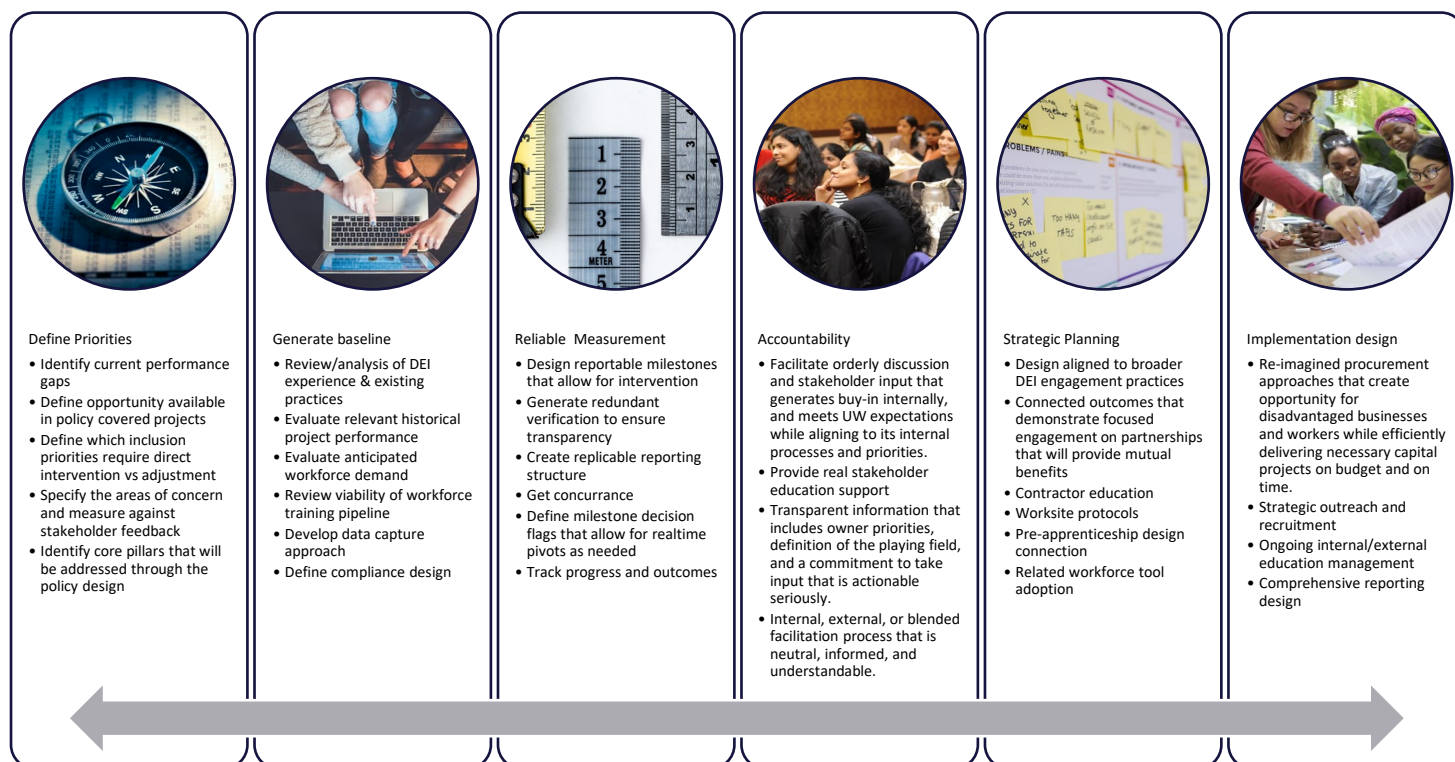
- Utilize Certified Payroll data to determine compliance with CWA Labor Composition (apprentices, core employees, etc.) on the job site.
- Validate apprentice information through the State Apprentice Registration & Tracking System (ARTS).
- Provide a centralized Certified Payroll tracking mechanism to include Contractor and Subcontractor training, reporting, and ongoing performance evaluation.
- Assist Contractors of all tiers performing covered work under the PLA/CWA shall submit certified payroll reporting as established by the project and provide data reporting in accordance with the availability of the data for third-party review.
- Assist with training and implementation of centralized certified payroll tracking system and provide guidance to WMDBE and other contractors on the project.

Community & Technical Assistance

Our value is in the trusting relationships and genuine understanding of the stakeholder landscape IP brings to our partners' projects. IP has decades of related experience with the Building Trades Labor organizations, their apprenticeship programs, and the Labor/Management structures represented in those environments, which allows us the distinct advantage of a genuine line of sight into what can and cannot be accomplished to accommodate an owners' need through their Labor engagement. Our relationships with key regional organizations that fully focus on supporting the WMDBE contracting community allow our team direct access to key meetings and strategic leadership discussions that assist our partners in having their projects prioritized across the minority contracting community. IP's direct engagement and working partnerships with pre-apprenticeship, apprenticeship providers, and union dispatch officers create immediate opportunities for our partners' projects to maximize the pipeline to diverse talent and generate additional access to drive priority hire participation. The proof is in the outcomes; when King County ran our model on the Children and Family Justice Center project, the first-year delivery outcomes represented 60% of the office's workforce diversity hours across ALL King County construction programming.

Primary to effective delivery is stakeholder education. The ability to equip contractors of all tiers with easy-to-understand guidance on expectations and support that information with structured, available resources to help them navigate the process will make the project team successful. Providing comprehensive contractor education packaging customized to the project's PLA requirements and meeting the agency's protocols will make the most meaningful impact on the participation delivery.

High-Level Policy Design



IP specializes in creating non-disruptive process engagement that allows the policy and procurement administration to integrate seamlessly into the normal construction program model. One example is our unique digitized demographic data capture tools, where project employees can easily provide project-critical demographic data in less than 3 minutes. Our Job Site Compliance specialist is onsite, joins project orientation meetings, connects with workers during established breaks, and provides easily scannable access that allows workers to provide sensitive demographic info privately and voluntarily from their cell phone or through a short interview with iPad-equipped staff to takes less than 3 minutes. IP team members understand the complex coordination of construction programming and will work closely with the Owner's Project team, contractors, and unions to ensure job site issues are actively mitigated, avoiding unnecessary grievance proceedings by facilitating initiative-taking decision-making that removes barriers to work production.

This critical trust-building with Labor helps our teams create working relationships on project sites that ensure contractors can deliver what is needed. At the same time, problems are being resolved, and conditions are corrected without project delays. IP's experience and understanding of public agency protocols and reporting requirements, along with our intimate knowledge of how to navigate public policy processes, is critical in rapid response and allows our partners to focus on the work of building their projects while we help contractors meet agency criteria. Our team aggregates significant amounts of data and information over a construction program's life and makes it readily available for our partners. However, what is critical in PLA/CWA delivery is the ability to translate the density and complex layers of information into useful reporting. Our teams prioritize the delivery of meaningful information in practical formats that allow for expedited meeting processes and reduce costs through clarity in data.

Successful Supportive Design in Multi-Phased Approach for Staff Verification and Board Oversight:

Design

IP will provide support and information to the project owner's leadership team related to the PLA/CWA design strategy by providing expertise in the policy design elements, negotiation support strategy, and internal stakeholder education.

Delivery

IP will provide support and information to the leadership team relative to the policy engagement strategy by providing expertise in the Priority Hire components, PLA/CWA delivery elements, diversity support strategy, and external stakeholder education. IP will provide support and information to the City leadership team relative to the management of its PLA/CWA delivery, Labor navigation strategy, and any related project diversity initiatives.

IP will deliver support as described above, with an additional focus on providing regular engagement in representative meetings and emphasizing PLA/CWA contractor support.

Demonstration

IP will provide comprehensive outcome-based reporting through proprietary initiative-taking real-time compliance validation.

Pre-gaming scope breakdowns and decision-making will assist the organization in identifying what available work can be prioritized for WMBE, DBE, and SBE contractors. The ability to get an early view of scopes and help inform decision-making around opportunities to provide specifically prioritized work allows the project to deliver on its promises early. IP maintains an active list of specialized minority contractors that have already succeeded in PLA/CWA contracts to help primes and subcontractors identify expanded diverse support as needed.

PLA Analysis and Assessment

Intelligent Partnerships has previously worked on various projects conducting data analysis and translating data into comprehensive reporting. As third-party administrators across different Washington State DOT projects, IP provides data reports for the state and project stakeholders detailing DEIA goals and progress, certified payroll data, and project incident reporting.

Most recently, IP's team has previously led efforts to evaluate and update the Port of Seattle's procurement strategies, including internal team surveys regarding current practices and opportunities, evaluation of forms and policies in comparison to other market participants to identify and adopt best practices modeling, stakeholder communication design to ensure engagement with key stakeholders and attract a broader base of suppliers to their agency, and the culmination of outcomes into a Board Level report for adoption and budgeting priorities.

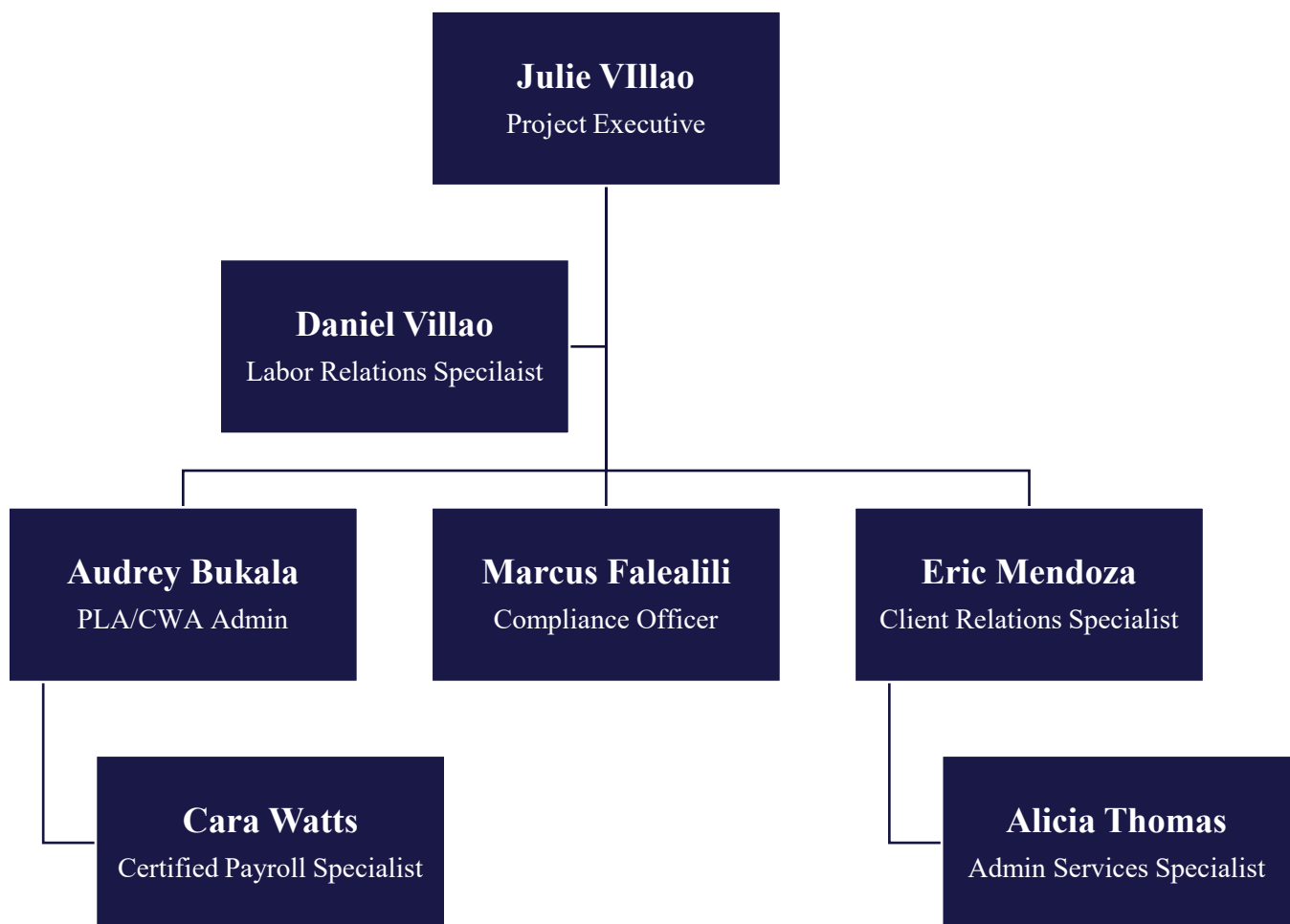
Intelligent Partnerships can support the PLA assessment of Port Gardner Storage Facility (PGSF) Conveyance Projects for the City of Everett by providing detailed insights, analysis, and recommendations to the City. Intelligent Partnerships can provide the City with the following support on the assessment:

- Analyze current provisions related to public works contracts, including local hire, apprenticeship, and other relevant regulations.
- Examine issues typically monitored by labor agreements, such as prevailing wage/benefits, worker classification, drug testing, pre-apprenticeship training, apprenticeships, hiring priorities, labor availability, and trends.
- Identify potential barriers (e.g., access to capital, insurance, navigation of process, etc.) that businesses face when bidding on projects, securing contracts, and performing capital projects based on the findings from similar municipalities and existing case studies.
- Investigate the feasibility and potential impact of labor agreements in Conveyance Projects on Key Issues identified, contract amount threshold considerations, and project hours/material cost ratio considerations.
- Provide recommendations and resources to the City based on the assessment findings, as outlined in the City's 2019 Project Labor Agreement (PLA) resolution.

Proposed Team & Functions

Intelligent Partnerships designs team deployment in accordance with anticipated project needs. Below, we have included the lead project team members that we anticipate will be engaged during initial design, development, and integration, as well as the scale of availability in the ongoing program management. We have included brief introductions and resumes for each team member in “Appendix A.”

PLA/CWA Team Members



Project Roles & Functions

Project Role	Function
Labor Relations Specialist	Assist with PLA/CWA negotiations and navigate labor issues and disputes. Facilitates resolutions including grievances, wage violations, and guidance surrounding jurisdictional disputes, providing Contractor/subcontractor mediation for all stakeholders.
Project Executive	Report design, approval, and presentation. PLA document design, annual report design. Technical or Policy support.
PLA/CWA Project Administrator	Lead the CWA Administration Plan and oversight, attend meetings, including, but not limited to, Contractor/Subcontractor mediation, violation, Arbitration Hearings, etc.
Compliance Officer	On-site field support on compliance pertaining to dispatches, wages, worker labor classifications, and enforcement of the Community Workforce Agreements.
Certified Payroll & Time Reporting Clerk	LCPtracker Training and account Setup; Apprentice Approvals and reports; Certified Payroll / Preceding and CBA Wage Training, Review, Verification, and reporting.
Client Relations and Contract Specialist	Any research, weekly, monthly, or quarterly reporting. Document design, preparation and related technical documentation work, Contract Tracking, and Administration Design.
Admin Services Specialist	General administrative and reporting support.

References & Experience

Washington State Department of Transportation – SR520 Bridge Replacement Project	
The SR520 Bridge Replacement and HOV Program is a \$4.91 Billion construction project to replace a six-mile highway that stretches over Lake Washington. IP was the third-party administrator, where IP provided project oversight on enforcing the CWA, workforce development, and communication support strategy.	Julie Meredith <i>Deputy Assistant Secretary, Mega-programs, and Urban Mobility & Access</i> WSDOT meredjl@wsdot.wa.gov
Pine Street Group – Seattle Convention Center Addition	
The Seattle Convention Center gained a 1.5 million-square-foot addition. The \$1.7 billion addition project is a 15-story structure. IP was the third-party administrator, where IP provided expertise in the design of the CWA, project oversight on enforcing the CWA, and stakeholder education on workforce development.	Gary Smith <i>Project Executive</i> Lease Crutcher Lewis gary.smith@lewisbuilds.com
Howard S. Wright – Children and Family Justice Center Project	
The Children and Family Justice Center project is a \$243 million project to replace the juvenile detention and courthouse on the 9.1-acre county-owned. IP was the third-party administrator, where IP provided expertise in the design of the CWA, project oversight on enforcing the CWA, and stakeholder education.	Paul Snorsky <i>Senior Vice President, Business Leader Unit</i> Balfour Beatty, Howard S. Wright SnorskyP@hswc.com
Oak View Group – Climate Pledge Arena Project	
The Climate Pledge Arena is a \$1.15 Billion project to construct a new 800,000 square-foot arena that seats 18,100 people and be the new home of NHL's Seattle Kraken and WNBA's Seattle Storm. IP was the third-party administrator, where IP provided CWA advisory services, stakeholder education on workforce development, and communication support strategy.	Morgan Littlefield <i>Director – City & Community Partnerships</i> Climate Pledge Arena MLittlefield@climatepledgearena.com
Washington State Department of Transportation – CWA Policy Design	
The Washington State Department of Transportation wanted to develop a statewide CWA program/policy for construction projects and expand priority hire initiatives. Intelligent Partnerships provided policy design expertise and created a comprehensive agency policy with implementation procedures.	Ron Judd <i>Director of Policy & Strategic Affairs</i> WSDOT juddron@wsdot.wa.gov
Port of Seattle – WMDBE Analysis	
The Port of Seattle needed to re-evaluate its racial equity policy to continue supporting small and WMDBE businesses. IP conducted an analysis of the potential barriers that can affect participation from smaller / WMDBE businesses and provided recommendations on opportunities to expand equity in CWA contracting.	Mian Rice <i>Director of Diversity in Contracting</i> Port of Seattle rice.m@portseattle.org

Cost Proposal

The hourly utilization rates are based on IP's experience in anticipated project demand. IP will only bill for time and material used each month.

Project Role	Hourly Rate
Labor Relations Specialist - Negotiations	\$500.00
Labor Relations Specialist	\$250.00
Project Executive	\$125.00
PLA/CWA Administrator	\$115.00
Compliance Officer	\$115.00
Client Relations and Contract Specialist	\$100.00
Certified Payroll & Validation Specialist	\$90.00
Admin Support Services	\$75.00

Storage Facility Project Budget – 30 Months

These hours reflect the hours needed for the PLA Pilot Development and Negotiations Services ONLY.

Anticipated TPA Total Budget	Rate	Hours	Total
Labor Relations Specialist - Negotiations	\$500.00	24.0	\$12,000.00
Labor Relations Specialist	\$250.00	60.0	\$15,000.00
PLA/CWA Administrator	\$115.00	30.0	\$3,450.00
Anticipated PLA Pilot Development and Negotiations Total			\$30,450.00

These hours reflect the hours needed for the PLA administration on the Storage Facility Project ONLY.

Anticipated TPA Total Budget	Rate	Hours	Total
Labor Relations Specialist	\$250.00	300.0	\$75,000.00
Project Executive	\$125.00	750.0	\$93,750.00
PLA/CWA Administrator	\$115.00	1800.0	\$207,000.00
Compliance Officer	\$115.00	1800.0	\$207,000.00
Client Relations and Contract Specialist	\$100.00	360.0	\$36,000.00
Certified Payroll & Validation Specialist	\$90.00	1200.0	\$108,000.00
Admin Support Services	\$75.00	240.0	\$18,000.00
Anticipated Third-Party Administration Total			\$744,750.00

Anticipated TPA Monthly Budget	Rate	Hours	Total
Labor Relations Specialist	\$250.00	10.0	\$2,500.00
Project Executive	\$125.00	25.0	\$3,125.00
PLA/CWA Administrator	\$115.00	60.0	\$6,900.00
Compliance Officer	\$115.00	60.0	\$6,900.00
Client Relations and Contract Specialist	\$100.00	12.0	\$1,200.00
Certified Payroll & Validation Specialist	\$90.00	40.0	\$3,600.00
Admin Support Services	\$75.00	8.0	\$600.00
Anticipated Monthly Third-Party Administration Total			\$24,825.00

Conveyance Projects PLA Analysis Budget – 4 Months

These hours reflect the hours needed for the PLA Assessment for on the Conveyance Projects ONLY. This does not include any hours management or administration of the project if a PLA is required to be used on any of three potential projects.

Anticipated Total Budget	Rate	Hours	Total
Labor Relations Specialist	\$250.00	100.0	\$25,000.00
Project Executive	\$125.00	40.0	\$5,000.00
Client Relations and Contract Specialist	\$100.00	240.0	\$24,000.00
Admin Support Services	\$75.00	120.0	\$9,000.00
Anticipated Total			\$63,000.00
Stop Gap (Previous Contract)			\$7,025.00
Anticipated New Total			\$55,975.00

Anticipated Monthly Budget	Rate	Hours	Total
Labor Relations Specialist	\$250.00	25.0	\$6,250.00
Project Executive	\$125.00	10.0	\$1,250.00
Client Relations and Contract Specialist	\$100.00	60.0	\$6,000.00
Admin Support Services	\$75.00	30.0	\$2,250.00
Anticipated Monthly Total			\$15,750.00

Appendix A - Team Resumes



Daniel Villao

Chief Executive Officer

daniel@ipartnerships.net



Daniel Villao is Chief Executive Officer at Intelligent Partnerships and a national leader in labor policy design. He brings decades of policy development experience, including formulated workforce access programming for highly matrixed organizations with varied stakeholders, a successful track record in innovative supplier access design, and contractor training. Daniel is a proven change agent and creative, value-oriented problem-solver who excels in managing stakeholder expectations and communication while driving positive organizational change. Fluent in English and Spanish, Daniel has established a national reputation for creating diversity access for minority and disenfranchised contractors and workforces. He is a nationally acclaimed author of *Beyond Green Jobs* (UCLA Press 2013), which outlines the delivery of green construction modeling in CWA/CWA environments to scale contractor and worker access, portions of the work were adopted into the Federal Department of Transportation's workforce development strategy in 2014.

Daniel is also the architect of the City of Seattle's Labor Equity Program, which led to the adoption of the Targeted Hire Ordinance and the recognition of the Elliott Bay Seawall as the most diverse construction project in the nation by the National Building Trades Department. Daniel specializes in implementing innovative and accessible workforce designs that transform businesses and add value to all aspects of organizations. Mr. Villao served under both Democratic and Republican Administrations at the federal level in his former capacity as Deputy Administrator and was recognized for modernizing the federal Registered Apprenticeship system for the U.S. Department of Labor. He excels in working closely with stakeholders to drive positive organizational change and successfully led the teams who helped major employers such as Microsoft, Lufthansa, Zurich, and AON adopt apprenticeships. Daniel has dedicated his career to analyzing the ever-changing workplace landscape and helping organizations navigate the world of work to create jobs that make sense.



Julie Villao

President & Chief Operations Officer
julie@ipartnerships.net



Julie Villao is the President and COO of Intelligent Partnerships, Inc.; a firm focused on client improvement through strategic planning, Labor Navigation™, and Diversity Design™ in the public and private sectors. Julie's extensive background in key stakeholder management, operational oversight of client projects, and project process design has expanded the organization's scope and reach. Her work is recognized for its collaborative outcome-focused modeling by construction industry leaders, and her quality assurance strategies have served her clients well.

Julie is actively overseeing all aspects of Intelligent Partnerships, Inc. She and her Project Labor Agreement/Community Workforce Agreement Construction & Labor Compliance Team are managing project contacts in the Seattle, Washington area and are developing similar relationships related to Labor Navigation™ and diversity and inclusion throughout the country.

Julie's work is focused on process improvements that stimulate growth through diverse and small business engagement in mentorship design that helps generate access to scalable, intentional procurement development and integrated diverse worker access. Mrs. Villao has over 20 years of experience building and managing teams to serve clients by focusing on tasks that ensure that projects are completed on schedule.

In her personal time, Julie is a member of the National Genealogical Society (NSG). She dedicates time to help families and family-run businesses trace their heritage lines to deepen the historical fabric of the American story.



Audrey Bukala

CWA/PLA Lead Administrator

audrey@ipartnerships.net



Audrey Bukala is the CWA/PLA Senior Administrator and Pre-Job Coordinator at Intelligent Partnerships, Inc. She has substantial experience in project management and oversight. Her broad experience in ensuring that all Pre-Job paperwork is completed correctly and submitted within the required deadlines. Her attention to detail and organization is crucial to helping collect, store, and distribute required paperwork from contractors of all tiers, as required by the CWA/PLA in place on the project. She also works closely with contractors and unions to monitor unions and contractor compliance with dispatch procedures.

Audrey has been involved in large-scale CWA/PLA projects such as King County's Children and Family Justice Center, Washington State Convention Center Addition project, and the Washington State Department of Transportation SR-520 Montlake Project.



Cara Ritke-Watts

Certified Payroll Specialist

cara@ipartnerships.net



Cara Ritke-Watts serves as the Certified Payroll Specialist for Intelligent Partnerships. With over 20 years of payroll and accounts payable professional experience, Cara is responsible for implementing, managing, and administering payroll and back-office operations for Intelligent Partnerships and clients. Cara also provides an extensive background in data analysis and procurement to provide meaningful reports for organizations to make decisive decisions.

Before joining Intelligent Partnerships, Cara spent two decades building her credentials and establishing herself in the industry through valuable work with multiple private companies. Cara received a Bachelor of Interdisciplinary Arts and Sciences and a Paralegal Certification, and she has furthered her education through supplemental account and tax courses at the University of Washington.



Marcus Falealili

Field Enforcement/Admin Specialist

marcus@ipartnerships.net



Marcus Falealili is the Field Enforcement/Admin Specialist at Intelligent Partnerships, Inc., with experience in Public Works Projects and a successful background in subcontractor management, Pre-Job Conference Support, Project Reporting and documentation, and subcontractor support. He is experienced in general CWA/PLA Management, including contractor participation education, as well as all aspects of compliance guidance that contractors and sub-contractors of every tier on a project need to navigate.

Marcus has performed as the Field enforcement Officer on large-scale CWA/PLA projects such as King County's Children and Family Justice Center, Washington State Convention Center Addition project, and the Washington State Department of Transportation SR-520 Montlake Project.



Eric Mendoza
Business Manager
eric@ipartnerships.net



Eric Mendoza is the Business Manager at Intelligent Partnerships, where he coordinates with management to execute business strategies, manage operations, and guarantee customer retention. He applies expert knowledge, industry experience, and capabilities in research and data evaluation to help inform the larger narrative created in Diversity, Inclusion, Equity, and Accessibility policy design.

With substantial experience in data analysis, Eric has successfully completed multiple projects for clients in a range of industries. His academic preparation in business helps to inform his research, which has helped to create highly curated and crafted documents for public and private distribution. Eric is a triple degree graduate, having earned a Bachelor of Science in Entrepreneurship, a Bachelor of Science in Management and Leadership (Concentration: Business Law), and a Bachelor of Arts in Philosophy at Bradley University in Peoria, Illinois. Eric is also currently pursuing a Master of Science degree in Foresight at the University of Houston with an emphasis in Policy and Governance.

Currently, Eric volunteers as a Chapter Director for Alpha Psi Lambda National, Inc., where he develops policies, implements action plans at a national level and advises collegiate chapters on outreach and engagement. Additionally, Eric serves as the Treasurer on the Executive Board for the Texas Alumni Chapter of Alpha Psi Lambda National, Inc. He manages the organization's finances and volunteers on civil and social projects across the state in conjunction with other NALFO and Non-Profit organizations.



Alicia Thomas
AP/AR Specialist
alicia@ipartnerships.net



Alicia Thomas is the Account Payables and Receivables Specialist at Intelligent Partnerships, Inc. Alicia is known for her accuracy, attention to detail, and timeliness in managing payments, disbursements, and data management. She brings over 5 years of experience in working with diverse small businesses in industries like healthcare, banking, and consulting. Alicia's passion and professional outlook a customer-focused, drawing from solid credentials and proficiencies in generally accepted business practices. Her attention to detail and organization is crucial to helping collect, store, and report project delivery for invoicing and progress reporting.



intelligent Partnerships

Accelerate the Impact of Inclusion™



Project title: An Ordinance creating a Special Improvement Project entitled “Dorn Avenue Drainage Improvements” Fund 336, Program 043.

Council Bill #

CB 2409-25

Agenda dates requested:

Briefing

Proposed action

1st Reading 10/09/242nd Reading 10/16/24

Consent

Action 10/23/24

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Plans & Systems Ordinance**Project:** Dorn Avenue Drainage Improvements**Partner/Supplier:****Location:** Dorn Avenue**Preceding action:** None**Fund:** 336-Water & Sewer System Improvements Fund**Fiscal summary statement:**

The funding source for this project will be Fund 401 Water and Sewer Utility Fund. The programmed available funding for this project is \$900,000.

Project summary statement:

This project is for design to address persistent flooding on Evergreen Way in the vicinity of the intersection with Holly Drive. Work will consist of design efforts to replace and improve the storm drain system.

This project contains the work issues identified in the Surface Water Comprehensive Plan (SWCP) NC-7. A study performed by Otak Inc. identified improvements to address flooding issues on Dorn Avenue.

After completion of this design work, an updated Plans & Systems Ordinance will be developed and presented to Council to authorize construction funding.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “Dorn Avenue Drainage Improvements” Fund 336, Program 043.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Dorn Avenue Drainage Improvements” Fund 336, Program 043, to accumulate all costs for the improvement.

WHEREAS,

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

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 043, entitled “Marilyn Avenue Drainage Improvements” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

Section 2. Authorization is hereby granted for the “Public Works Director” or “City Engineer” under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the actions authorized in this ordinance.

Section 3. The sum of \$900,000 is hereby appropriated to Fund 336, Program 043, “Dorn Avenue Drainage Improvements” as follows:

A. Estimated Project Design Costs	\$900,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$900,000

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

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause,

or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 6. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 7. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

Cassie Franklin, Mayor

ATTEST:

Sharon Fuller, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance creating a Special Improvement Project entitled "Marilyn Avenue Drainage Improvements" Fund 336, Program 044.

Council Bill #

CB 2409-26

Agenda dates requested:

Briefing

Proposed action

1st Reading 10/09/242nd Reading 10/16/24

Consent

Action 10/23/24

Ordinance ☒

Public hearing

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

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Plans & Systems Ordinance**Project:** Marilyn Avenue Drainage Improvements**Partner/Supplier:****Location:** Marilyn Avenue**Preceding action:** None**Fund:** 336-Water & Sewer System Improvements Fund**Fiscal summary statement:**

The funding source for this project will be Fund 401 Water and Sewer Utility Fund. The programmed available funding for this project is \$1,100,000.

Project summary statement:

This project is for design to address persistent flooding on Marilyn Avenue and W. Intercity Avenue. Work will consist of design efforts to replace and improve the storm drain system, such as culvert replacement, stream regrading/restoration, and storm drainpipe upsizing.

This project contains the work issues identified in the Surface Water Comprehensive Plan (SWCP) NC-7. A study performed by Otak Inc. identified improvements to address flooding issues on Marilyn Avenue.

After completion of this design work, an updated Plans & Systems Ordinance will be developed and presented to Council to authorize construction funding.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled "Marilyn Avenue Drainage Improvements" Fund 336, Program 044.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Marilyn Avenue Drainage Improvements” Fund 336, Program 044, to accumulate all costs for the improvement.

WHEREAS,

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

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 044, entitled “Marilyn Avenue Drainage Improvements” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

Section 2. Authorization is hereby granted for the “Public Works Director” or “City Engineer” under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the actions authorized in this ordinance.

Section 3. The sum of \$1,100,000 is hereby appropriated to Fund 336, Program 044, “Marilyn Avenue Drainage Improvements” as follows:

A. Estimated Project Design Costs	\$1,100,000
B. Source of Funds	
Fund 401 – Water/Sewer Utility Fund	\$1,100,000

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

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause,

or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 6. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 7. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

Cassie Franklin, Mayor

ATTEST:

Sharon Fuller, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: An Ordinance creating a Special Improvement Project entitled "Olympic Boulevard Fish Barrier at Pigeon Creek No. 2" Fund 336, Program 045.

Council Bill #

CB 2409-27

Agenda dates requested:

Briefing

Proposed action

1st Reading 10/09/20242nd Reading 10/16/2024

Consent

Action 10/23/2024

Ordinance X

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

THood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Plans & Systems Ordinance**Project:** Olympic Boulevard Fish Barrier at Pigeon Creek No. 2**Partner/Supplier:** Washington State Department of Transportation (WSDOT)**Location:** Olympic Boulevard**Preceding action:** None**Fund:** 336-Water & Sewer System Improvements Fund**Fiscal summary statement:**

The funding source for this project will be \$2,140,000 in awarded federal PROTECT funding from WSDOT, and \$860,000 in local match funds from Fund 401 Water and Sewer Utility Fund. The total programmed available funding for this project is \$3,000,000.

Project summary statement:

The culvert at Olympic Boulevard is identified as being capacity deficient with a history of flooding which has threatened the roadway and destabilized adjacent steep slopes.

This project will replace the existing culvert at Olympic Boulevard with a fish passable structure and regrade the stream channel immediately downstream of the culvert to restore fish migration in the stream.

This project will be completed in conjunction with efforts by the Tulalip Tribes, and partnership with BNSF Railway. This will also support recent work completed by Snohomish County and partners to improve these environments including the Howarth Park Beach Restoration project.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled "Olympic Boulevard Fish Barrier at Pigeon Creek No. 2" Fund 336, Program 045.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Olympic Boulevard Fish Barrier at Pigeon Creek No. 2” Fund 336, Program 045, to accumulate all costs for the improvement.

WHEREAS,

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

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 336, Program 045, entitled “Olympic Boulevard Fish Barrier at Pigeon Creek No. 2” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

Section 2. Authorization is hereby granted for the “Public Works Director” or “City Engineer” under the direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the actions authorized in this ordinance.

Section 3. The sum of \$3,000,000 is hereby appropriated to Fund 336, Program 045, “Olympic Boulevard Fish Barrier at Pigeon Creek No. 2” as follows:

A. Estimated Project Costs	\$3,000,000
B. Source of Funds	
PROTECT Grant – Federal Funds	\$2,140,000
Fund 401 – Water/Sewer Utility Fund	<u>860,000</u>
Total Funds	\$3,000,000

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

Section 5. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 6. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 7. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor

ATTEST:

Sharon Fuller, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: Ordinance amending the zoning map for 1301 Lombard Avenue, rezoning the property from R-2 to NB zoning to facilitate middle housing development.

Council Bill # *interoffice use*

CB 2409-24

Agenda dates requested:

Briefing: 10/9/24
Proposed action 10/16/24
Consent
Action 10/23/24
Ordinance X
Public hearing: 10/16/24
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Staff memo
Ordinance

Department(s) involved:

Administration
Planning

Contact person:

Yorik Stevens-Wajda

Phone number:

425-257-8725

Email:

ystevens@everettwa.gov

Initialed by:

YSW

Department head

Administration

Council President

Project: 1301 Lombard Avenue Rezone

Partner/Supplier: N/A

Location: 1301 Lombard Ave

Preceding action: N/A

Fund: N/A

Fiscal summary statement:

The affected property is city owned; this rezone would likely increase the value of the property. Upon sale of the property funds will be returned to CIP 4.

Project summary statement:

The City is proposing to rezone 0.55 acres at 1301 Lombard Avenue from R-2 (Single-Family Detached Medium Density) Zoning with a 28' maximum building height to NB (Neighborhood Business) Zoning with a 3 floor maximum building height.

A future fee simple townhome development in the NB zone may yield between 14 to 16 three-story fee simple townhome units. Fee simple townhome development on the site would create middle housing that offers achievable homeownership opportunities. Further, three story townhome development would still be at a scale that better resembles the character of the existing residential neighborhood and serve as a transition between traditional single-family residences and the abutting Mixed Use zone that currently allows 4-6 story development along Broadway Avenue.

This is a quasi-judicial decision by the City Council following a recommendation from the Hearing Examiner. On September 5, 2024, the Hearing Examiner, after hearing from the public and deliberating, made a recommendation to grant the rezone of 1301 Lombard. 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 September 13, 2024.

This proposal is in alignment with established vision and direction from the City Council. On October 6, 2021, the Everett City Council adopted [Resolution 7700](#), known as the Rethink Housing Action Plan, which set a vision that included increasing middle housing and the variety of housing options in the city. The rezone of 1301 Lombard Avenue allows the City to facilitate private construction of middle housing home types in this neighborhood.

In addition, in 2023, the State Legislature adopted [HB 1110](#) which mandates cities, including Everett, to allow middle housing development in areas previously zoned for single-family detached homes. The Planning department is currently in the process of updating the City's Comprehensive Plan to allow middle housing types in more neighborhoods, scheduled for Council consideration in early 2025.

Once the rezone is approved, staff anticipates selling the property to a private developer. A resolution to approve that action is set to be presented on October 23, in conjunction with the third reading for this ordinance.

Recommendation (exact action requested of Council):

Adopt an Ordinance amending the Zoning Map for 1301 Lombard Avenue.

STAFF MEMORANDUM

TO: Everett City Council
FROM: Yorik Stevens-Wajda, Planning Director
DATE: September 20, 2024
SUBJECT: 1301 Lombard (Waits) Rezone

INTRODUCTION

An application has been submitted by the City of Everett to rezone 0.55 acres from R-2 (Single-Family Detached Medium Density) Zoning with a 28' maximum building height to NB (Neighborhood Business) Zoning with a 3 floor maximum building height.

A future fee simple townhome development in the NB zone may yield between 14 to 16 three-story fee simple townhome units. Fee simple townhome development on the site would create middle housing that offers achievable homeownership opportunities. Further, three story townhome development would still be at a scale that better resembles the character of the existing residential neighborhood and serve as a transition between traditional single-family residences and the abutting Mixed Use zone that currently allows 4-6 story development along Broadway Avenue.

BACKGROUND

Acquisition of Snohomish County Parcel No. 29051700301400, locally known as the Waits Motel, was recently completed through condemnation because of the property's blight on the surrounding neighborhood. Now that the city owns the site, it is in the best interest of the neighborhood and the city to fully ameliorate the blighted status of the property as quickly as possible and advance the site into productive use.

PROPOSAL

The city seeks the following objectives in this rezone:

1. Remedy the blighted condition of the site in a timely manner.
2. Position the property to be marketed for timely redevelopment by the private sector.
3. Ensure that future redevelopment respects the character of the existing neighborhood.
4. Promote new homeownership opportunities

Review process IIIB

According to EMC 15.03.300(B)(1) and (2), a site-specific rezone is a proposal to change the zoning classification of one or more specific properties, which process can be initiated by a private party or the city. EMC 15.03.300(B)(3)(b) further establishes that where a site-specific rezone does not require an



amendment to the comprehensive plan, it shall be processed under the REV III B procedures in EMC 15.02.

The subject rezone from R-2 to NB is for a single site is being proposed by the city and the proposal does not require a comprehensive plan amendment because the NB zone is an implementing zone of the existing Single Family land use designation per Table 9 of the Land Use Element of the Everett comprehensive plan.

Therefore, the rezone is a REV III B action under EMC 15.02, which includes an open record hearing and recommendation by the Hearing Examiner with a final decision by the City Council at a closed record hearing.

PUBLIC NOTICE AND COMMENTS

This is a quasi-judicial decision made by the City Council after the Hearing Examiner issues a recommendation. The planning department has circulated notice of the proposal via the following methods and will provide comments received to the city council.

- Planning department [webpage](#)
- [Planning commission](#) agenda mailing list
- State Environmental Policy Act mailing list
- Publishing notice of planning commission and city council public hearings in the Everett Herald

ENVIRONMENTAL REVIEW

The Planning Director issued a Determination of Nonsignificance under the [State Environmental Policy Act](#). A copy of the SEPA Checklist can be viewed online in the [Active Land Use Project Portal under Project Number REVIII24-009](#).





ORDINANCE NO. _____

An ORDINANCE AMENDING the Zoning Map for 1301 Lombard Avenue.

WHEREAS,

- A. This amendment to the zoning map is considered under Review Process III under EMC 15.02.080(B)(2).
- B. The Hearing Examiner reviewed the amendments contained in this ordinance and held a public hearing on September 5, 2024; and-
- C. The Hearing Examiner after hearing from the public and deliberating, made a recommendation to the city council city council to approve the amendments contained in this ordinance,
- D. 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 September 13, 2024; and
- E. On _____, the Everett City Council held a public hearing, after proper notice, and considered public comment, the Hearing Examiner's recommendation and the entire record related to the code amendment contained in this ordinance; and
- F. The amendments contained in this ordinance maintain consistency with the GMA and are consistent with the GMA planning goals; and
- G. The amendments contained in this ordinance are consistent with and supportive of goals, objectives, and policies in the city's comprehensive plan; and
- H. 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, bears a substantial relation to public health, safety and welfare, and promotes the best long-term interests of the Everett community.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN THE FOLLOWING ACTIONS:

Section 1. Amend the City of Everett Zoning Map from R-2 (Single Family Detached Medium Density) to NB (Neighborhood Business) for the property located at 1301 Lombard Avenue and consistent with this legal description: SEC 17 TWP 29 RGE 05ALL TH PTN OF NW1/4 SW1/4 DAF- BEG AT 1/4 COR BTW SECS 17 & 18-29-05 TH ELY ON C/L OF SD SEC 17 966.57FT TO WLN OF ALLEY BTW BROADWAY & LOMBARD

TH ANG R 90*36 28.29FT TO TPB TH CONT IN SDSTRT LN 200FT TH ANG R 90* 120FT TH ANG R 90* 200FT TH ANG R 90* 120FT TO TPB, Parcel No. 29051700301400, and including adjoining portions of the public right of way north and east to the respective centerlines as indicated in Exhibit 1.

Section 2. Amend the City of Everett Building and Structure Height Map from 28' to 3 floors for the property located at 1301 Lombard Avenue, and consistent with this legal description: SEC 17 TWP 29 RGE 05ALL TH PTN OF NW1/4 SW1/4 DAF- BEG AT 1/4 COR BTW SECS 17 & 18-29-05 TH ELY ON C/L OF SD SEC 17 966.57FT TO WLN OF ALLEY BTW BROADWAY & LOMBARD TH ANG R 90*36 28.29FT TO TPB TH CONT IN SDSTRT LN 200FT TH ANG R 90* 120FT TH ANG R 90* 200FT TH ANG R 90* 120FT TO TPB, Parcel No. 29051700301400, and including adjoining portions of the public right of way north and east to the respective centerlines as indicated in Exhibit 2.

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

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

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

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

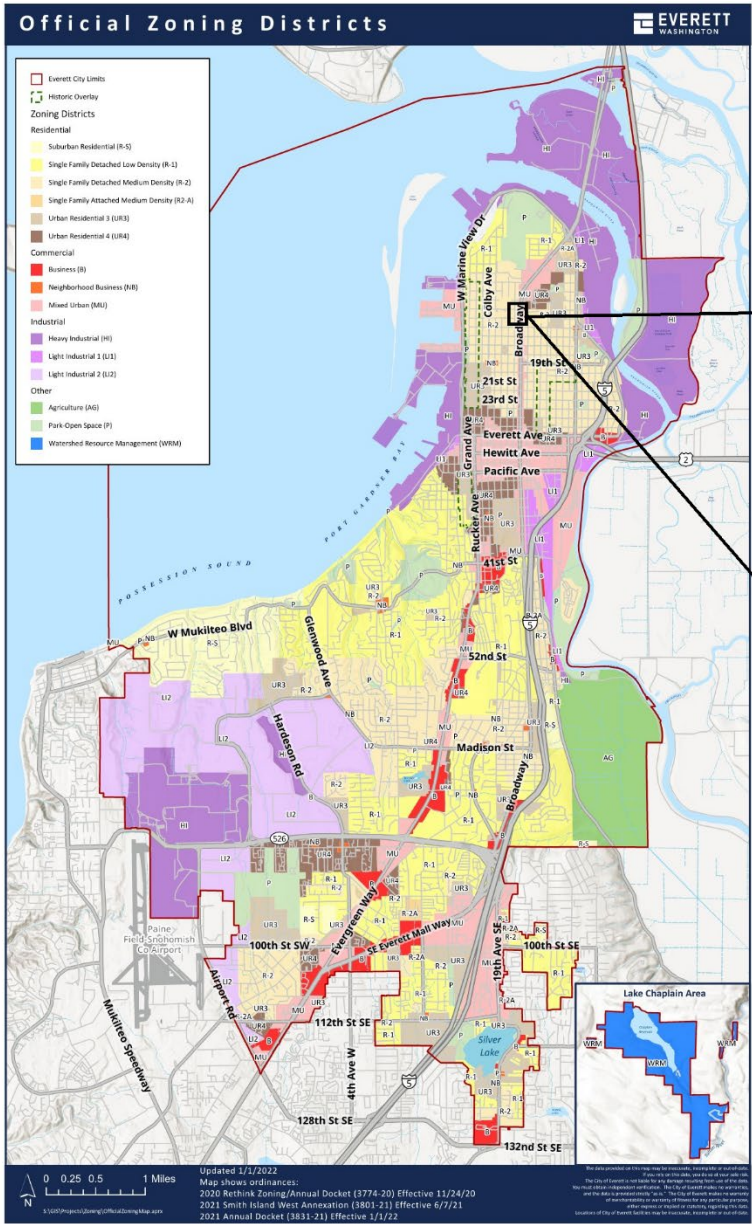
PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

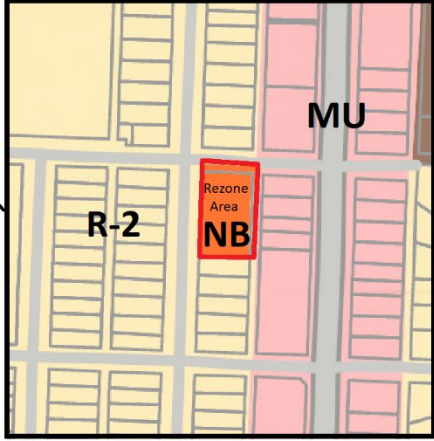
1301 Lombard Avenue
Proposed Rezone
Exhibit 1



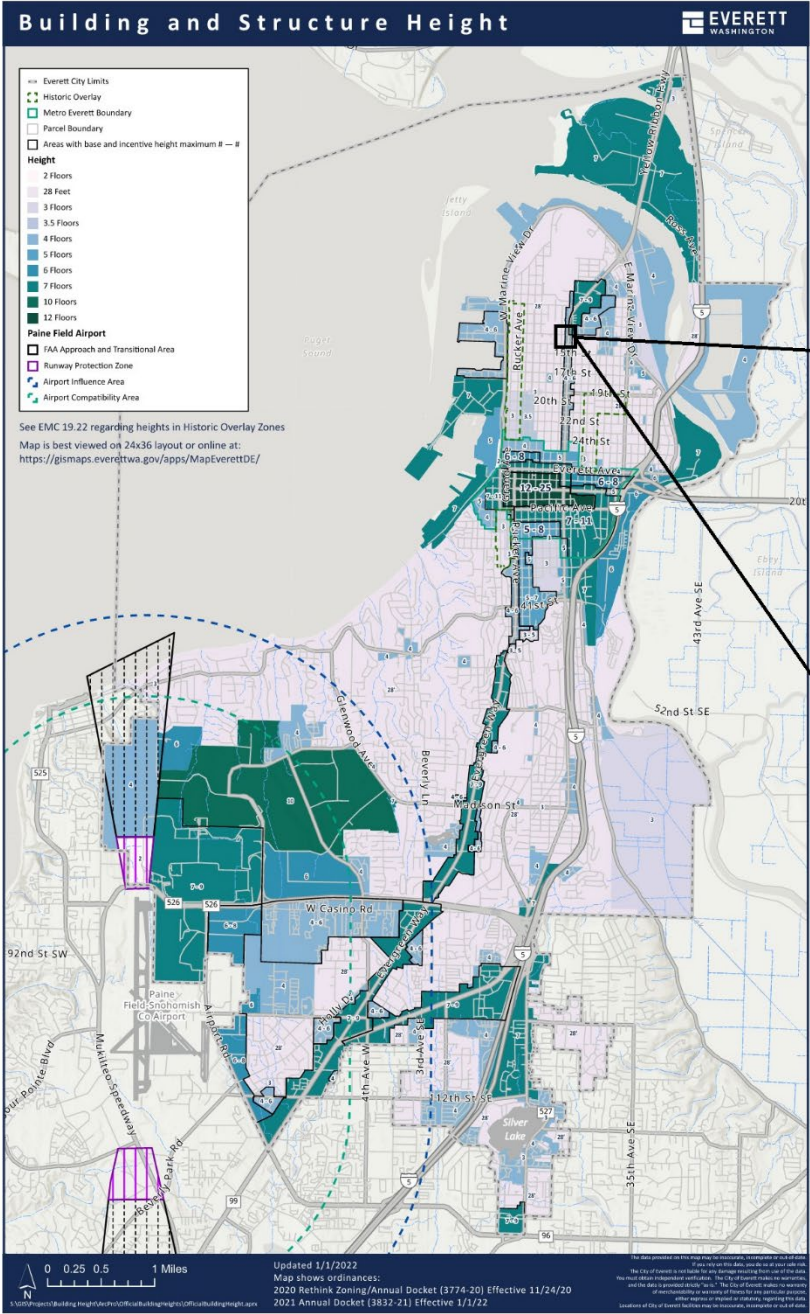
Existing



As Amended



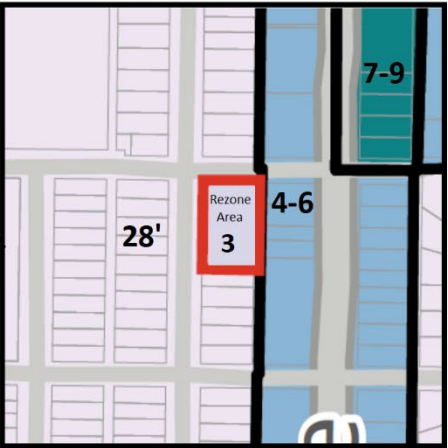
1301 Lombard Avenue
Proposed Rezone
Exhibit 2



Existing



As Amended



Project title: Authorize Issuance of PDB contracting method RFQ and RFP for Outdoor Multipurpose Facility Project

Council Bill # *interoffice use*

Agenda dates requested:

Briefing & Action 10/09/24
Proposed action
Consent
Ordinance
Public hearing
Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

None

Department(s) involved:

Administration
Economic Development

Contact person:

Dan Eernisse

Phone number:

425-257-8681

Email:

deernisse@everettwa.gov

Initialed by:

DE

Department head

Administration

Council President

Consideration: Authorization of Progressive Design Build

Project: Outdoor Multipurpose Facility Project

Preceding action: None

Fund: 145

Fiscal summary statement:

The fiscal impact of this action is only the limited cost of advertising the Request for Qualifications (RFQ) and Request for Proposals (RFP). This action does not impact any future council actions as it relates to site location or council support for the project.

Project summary statement:

Pending Council approval of a site and funding for the Outdoor Multipurpose Facility Project, this proposed action allows staff to continue moving forward with the due diligence on this project. This action authorizes the City to use Progressive Design Build (PDB) for project delivery, including design and construction. It also authorizes issuance of an RFQ and RFP for selection of a qualified design build team, through a competitive PDB process.

PDB is a contracting method authorized by RCW 39.10 and is typically used for large, complex projects. PDB allows the City to contract with a single, integrated team of contractors and designers who will be responsible for the design, permitting and construction of the project. This contracting method is well suited to deliver the project on a cost-effective basis and an expedited timeline to meet Major League Baseball (MLB) facility requirements.

The City has experience with PDB, most recently in the Water Filtration Plant Phase 2 Capital Upgrades Project. On September 27, 2024, the Project Review Committee of the Capital Projects Advisory Review Board (CPARB), the state body that approves the use of PDB, approved PDB use for the Outdoor Multipurpose Facility Project. This proposed Council action is the first step in the PDB process, which is issuance of the RFQ/RFP. Getting started now is necessary to avoid impact to other project deadlines. The following are later Council actions that are not decided by this proposed action:

Award of PDB Contract/Funding. Likely in early 2025, the award of the PDB contract to the selected design-builder will be brought to Council for action. This first contract award will be limited to an initial non-construction phase or phases. Months later, as design progresses, a contract amendment with the construction price will be brought to Council for approval. In addition, until project funding is complete, the PDB contract awarded by Council will contain offramps to allow the City to terminate the contract if additional funding is not secured.

Project Labor Agreement. Administration will recommend use of a PLA due to the size and time-sensitivity of the Outdoor Multipurpose Facility Project. Prior to the PDB contract award being brought to Council in first quarter 2025, staff will brief and provide its recommendation to Council as required by [Resolution 7461](#).

Site Selection. A SEPA process is currently considering two alternative sites, the School District (Funko Field) site and the Downtown site. The first PDB step authorized by this proposed action is independent of which site is eventually chosen.

Recommendation (exact action requested of Council): Authorize the Issuance of PDB contracting method Request for Qualifications and Request for Proposals for the Outdoor Multipurpose Facility Project.

Project title: PRO Housing Grant Application

Council Bill # *interoffice use*

Agenda dates requested:

Briefing 10/2/24
Proposed action
Consent
Action 10/9/24
Ordinance
Public Hearing 10/9/24
X Yes No

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

PRO Housing Grant
Application

Department(s) involved:

Community, Planning, and
Economic Development

Contact person:

Julie Willie
Yorik Stevens-Wajda

Phone number:

425-257-7155

Email:

Klandry@everettwa.gov

Initialed by:

Department head

Administration

Council President

Project: Pathways to Removing Obstacles to Housing (PRO Housing) Grant Application

Partner/Supplier: U.S. Department of Housing and Urban Development

Location: N/A

Preceding action: N/A

Fund: Fund 197

Fiscal summary statement:

This grant application is for a \$7 Million proposal that will be used to advance housing efforts within the City. The budget will be broken down between housing planning activities (\$1.5 Million), a Housing Revolving Loan fund (\$5 Million), and indirect/administrative support (\$500,000). Funds will be spent over a six-year period, from date of award, anticipated from 7/1/2025 – 6/30/2030.

Funds used under the Revolving Loan fund will be returned to the City in the form of loan payoffs with a simple, deferred interest in compliance with existing standards under Fund 197.

Project summary statement:

The City of Everett's Community, Planning, and Economic Development Department is proposing to submit an ambitious Pathways to Removing Obstacles (PRO) Housing proposal designed to deliver substantial short- to medium-term returns on investment while leveraging these funds to create sustainable, long-term impact well beyond the grant's duration. Recognizing the unprecedented scale of the national housing crisis, the City is committed to being a proactive partner and has developed a comprehensive, innovative, and strategic approach to housing. This strategy directly addresses the PRO Housing grant's core objectives: removing barriers to affordable housing production and preservation, affirmatively furthering fair housing, and aligning with CDBG national objectives.

The City recognizes that growing demand and rising housing costs present significant challenges, especially for low- and moderate-income households. Communities of color, including Black, Latinx, and immigrant populations, are concentrated in areas like the greater Casino Road area, where affordability and displacement pressures are most severe. With rising costs and stagnant wages, Everett urgently needs equitable housing solutions, making PRO Housing funds vital to expanding affordable housing, reducing displacement, and promoting long-term stability.

Recommendation (exact action requested of Council):

Authorize city staff to apply for and if awarded authorize the Mayor to sign all necessary documents and agreements regarding the application, acceptance, and utilization of US Department of Housing and Urban Development Pathways to Removing Obstacles to Housing Grant, in the amount of \$7,000,000.

RESOLUTION NO. _____

**A RESOLUTION In Support of City of Everett's
2024 Pathways to Removing Obstacles (PRO) Housing Grant Application**

WHEREAS, the City of Everett and the Everett City Council is committed to providing safe, affordable, and accessible housing for all residents and recognizes the critical need for housing and community development programs in Everett; and,

WHEREAS, Community Development Block Grant (CDBG) PRO Housing funds have been made available through the United States Department of Housing and Urban Development to provide essential resources to address housing needs and foster sustainable communities; and,

WHEREAS, the PRO Housing grant's core objectives of removing barriers to affordable housing production and preservation align with objectives and goals set forth through the City of Everett's *Rethink Housing Plan* which has identified various solutions to address our affordable housing crisis; and

WHEREAS, the Everett City Council has reviewed the proposed 2024 PRO Housing Grant Application from the City's Community, Planning and Economic Development Department, and concurs with the outlined initiatives; and

WHEREAS, HUD's PRO Housing Grant will enable the City to expand its housing support initiatives, addressing the needs of low-income families, individuals experiencing homelessness, and other at-risk populations which will enhance our city's resiliency and quality of life.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERETT AS FOLLOWS:

1. The Mayor and the Mayor's designee(s) are hereby authorized to submit an application to the U.S. Department of Housing and Urban Development for funding assistance in accordance with this Resolution and the requirements of the application. The Mayor or the Mayor's designee(s) are authorized to sign and provide the needed documents and to take all actions necessary to complete all application processes.
2. This Resolution will become part of the formal application to the U.S. Department of Housing and Urban Development.

3. Any loans on housing projects will be paid back to the City of Everett unless otherwise approved by City Council.
4. The City of Everett's PRO Housing Grant Application is hereby approved to be submitted to the U.S. Department of Housing and Urban Development.

Councilmember Introducing Resolution

PASSED and APPROVED this _____ day of _____, 2024.

Council President

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NARRATIVE EXHIBIT A: Executive Summary

The City of Everett, Washington (the “City”), has submitted an ambitious PRO Housing proposal designed to deliver substantial short- to medium-term returns on investment while leveraging these funds to create sustainable, long-term impact well beyond the grant’s duration. Recognizing the unprecedented scale of the national housing crisis, the City is committed to being a proactive partner and has developed a comprehensive, innovative, and strategic approach to housing. This strategy directly addresses the PRO Housing grant’s core objectives: removing barriers to affordable housing production and preservation, affirmatively furthering fair housing, and aligning with CDBG national objectives.

Everett, a diverse and growing city of about 115,000 residents in Snohomish County, serves as a major regional economic hub with key industries such as aerospace (anchored by Boeing), healthcare, manufacturing, maritime, and education. However, growing demand and rising housing costs present significant challenges, especially for low- and moderate-income households. Communities of color, including Black, Latinx, and immigrant populations, are concentrated in areas like Casino Road, where affordability and displacement pressures are most severe. With rising costs and stagnant wages, Everett urgently needs equitable housing solutions, making PRO Housing funds vital to expanding affordable housing, reducing displacement, and promoting long-term stability.

1. Project Description and Funding Allocation

Project addresses systemic barriers to housing production and preservation, focusing on equity and sustainability. The City’s \$7 million application is allocated in three key areas:

- **Housing Policy and Strategic Initiatives – \$1.5 million**

This portion of the funding will support seven critical initiatives that align with Everett’s goals for housing equity, affordability, and sustainability:

- 5-Year Housing Innovation and Sustainability Plan: Promoting modular and innovative housing for cost-effective and energy-efficient development.
- Housing Strategic Finance Plan: Develops a funding strategy to ensure long-term housing affordability.
- Housing Efficient Permitting Plan: Streamlines permitting processes to reduce development timelines and costs.
- 0-30% AMI PSH/Non-PSH Housing Strategic Action Plan: Prioritizes housing for the city’s most vulnerable populations, including Permanent Supportive Housing (PSH) for low-income residents.
- Coalition for Advanced Housing Production (CAHP) Plan: Engages stakeholders in driving affordable housing through innovative construction methods.
- Affirmatively Furthering Fair Housing (AFFH) Plan Implementation: Ensures all housing initiatives meet fair housing standards and equitable access to housing.

- **Housing Production and Preservation – \$5 million**

Core funding that directly supports creation and preservation of affordable housing:

- Everett Revolving Affordable Housing Accelerator (ERAHA): Establishes a revolving loan fund to provide low-interest loans for affordable housing developments, ensuring a continuous pipeline of housing projects.
- Section 108 Legacy Challenge: City will pursue this funding and invest in modular manufactured housing facilities and production, reducing construction costs and timelines through a local Modular Housing Industrial Hub.

- **Administrative Support/Indirect Costs – \$0.5 million**

Funding covers staffing, reporting, and compliance management to ensure the successful execution of the PRO Housing grant. By providing administrative support from the outset, the city will maintain accountability and oversight throughout the grant period.

2. Existing Barriers Facilitating the Need for PRO Housing Funds

Several barriers have hindered affordable housing development in Everett, prompting the city to seek PRO Housing funding:

- **Permitting Delays and Zoning Restrictions:** Complicated land use regulations and permitting processes delay development of affordable high-density housing.
- **High Development Costs and Lack of Financing:** The financial barriers, including high fees, taxes, lack of gap financing, and limited access to low-interest financing, prevent many affordable housing projects from moving forward.
- **Housing Equity and Displacement:** Historically underserved communities, particularly low-income residents and communities of color, face displacement pressures due to rising rents and redevelopment. The city seeks to address these inequities by implementing anti-displacement measures and expanding access to affordable housing in high-opportunity areas, ensuring housing stability for vulnerable populations.

3. Period of Performance

The PRO Housing grant will span a five-year period of performance with certain efforts continuing beyond the scope of the grant. Key timelines for execution include:

- **Within 12-18 months:** Develop and implement the Housing Efficient Permitting Plan to streamline the approval process, while initial funding will be allocated to projects through ERAHA and the potential Section 108 Legacy Challenge funds.
- **First 1-3 years:** Implementation of the 0-30% AMI PSH/Non-PSH Housing Strategic Action Plan will prioritize vulnerable populations. ERAHA will begin financing affordable housing projects.
- **Years 3-5:** Full development of modular housing initiatives through the Modular Housing Industrial Hub (MHMIH) and the Coalition for Advanced Housing Production (CAHP) Plan. ERAHA will support ongoing projects.
- **Ongoing:** ERAHA will provide funding for future housing projects post grant cycle.

4. Leveraging Existing and Future Resources

The PRO Housing grant will be integrated with Everett's existing financial and operational resources, maximizing its impact without placing additional strain on current functions.

- **Leverage of Existing Programs:** The city will use existing Community Development Block Grant (CDBG) funds and partnerships to complement PRO Housing activities, allowing flexibility in how these funds are used to meet evolving needs.
- **Additional Funding:** Everett will leverage external sources, including potentially an additional \$3.4 million of Section 108 Legacy Challenge funding for modular housing initiatives and other state and federal grants, to amplify the impact of PRO Housing funds. The city's ability to blend multiple funding streams will further enhance housing production, preservation, and affordability efforts over the long term.
- **Seamless Integration:** Grant aligns with established internal systems, ensuring efficient management, compliance, and implementation without creating additional burden.

NARRATIVE EXHIBIT B: Threshold Requirements and Other Submission Requirements

The City has reviewed the Threshold Requirements and Other Submission Requirements as listed in the Notice of Funding Opportunity and has no items to report that are out of compliance with requirements listed in Section III.D or Section IV.G.

A summary of compliance requirements and their applicability is listed below:

- Resolution of Civil Rights Matters: The City has no outstanding civil rights matters. This section is **Not Applicable** to our application.
- Timely Submission of Applications; The City intends and has filed within the time constraints listed.
- Eligible Applicant: The City is an eligible applicant as listed in accordance with Section III.A:
 - Eligibility status – 02 (City or township governments)
 - The City is a direct recipient of CDBG funding, but is also part of an Interlocal Agreement with Snohomish County and the City of Marysville to establish a Consortium for HOME Program Funds; Snohomish County stands as the Lead Jurisdiction for the Consortium. The City consulted with both entities to confirm alignment of a proposed application for the PRO Housing FY24 NOFO. While the two other jurisdictions within the ILA have chosen to not apply, letters of support from the two entities for this application can be found in the Attachments listed.
- Number of Applications: The City is in compliance to only submit one application for FR-6800-N-98.
- Intergovernmental Review: The City is not within a state that has a designated State Point of Contact (SPOC). This section is **Not Applicable** to our application.
- Other Program-Specific Requirements: The City has reviewed Section IV.G and is in compliance with the Limited English Proficiency (LEP), Physical Accessibility, and Environmental Review requirements of the NOFO.

NARRATIVE EXHIBIT C: Need

Question i: Demonstrate your progress and commitment to overcoming local barriers to facilitate the increase of affordable housing production and preservation, primarily by having enacted improved laws and regulations.

Question i(a): Improved laws, regulations, or land use local policies

In response to the growing need for affordable housing, driven by demographic shifts and economic pressures, the City has enacted significant reforms in laws, regulations, and land use policies. As the city's population has expanded and diversified, with notable growth in immigrant and minority communities, many residents, particularly those in lower-wage sectors, have been priced out of the housing market due to rising costs.

Everett's status as a regional hub, coupled with its proximity to major employment centers like Boeing, has increased pressure on the housing market, leading to displacement, homelessness, and housing instability. The city has proactively addressed these challenges with a Housing Action Plan adopted in 2020, a Housing Development Incentives Work Program in 2021-2022, updates to the 2015-2035 Comprehensive Plan and 2019-2024 Consolidated Plan, focusing on modernizing zoning codes, streamlining approval processes, and promoting high-density residential construction to expand affordable housing and ensuring equitable, sustainable growth. Since 2015, Everett has emerged as a leader in creating a more inclusive housing environment that meets the needs of all residents, particularly those at risk of displacement.

1. City of Everett 2015-2035 Comprehensive Plan: Land Use Element

Timeframe: Adopted 2015 and updated 2020, with policies and implementation measures in progress; 2024-2044 Comprehensive Plan update is scheduled for early 2025.

Summary: The Land Use Element guides growth, supports economic development, protects the environment, and promotes sustainability. It establishes zoning and land use designations for compact, walkable communities, incorporating mixed-use and transit-oriented development, open space preservation, and promoting housing affordability and diversity.

Barrier Addressed: Restrictive land use policies limited housing diversity and density, particularly in single-family zoned areas, hindering affordable housing production and increasing costs. Inadequate infrastructure planning also challenged housing development.

Measurable Impact: Since its adoption, the plan has increased mixed-use and higher-density residential developments, particularly in the downtown core and transit corridors. Zoning aligned with infrastructure planning has made affordable housing development easier, reduced housing costs, and increased density thresholds, resulting in measurable increases in both market-rate and affordable housing.

2. City of Everett 2015-2035 Comprehensive Plan: Housing Element

Timeframe: Adopted 2015, with policies and implementation measures in progress; 2024-2044 Comprehensive Plan update is scheduled for early 2025.

Summary: The Housing Element focuses on meeting the housing needs of all income levels and demographics. Policies focus on expanding housing

opportunities, increasing affordable housing supply, address homelessness, and prevent displacement. It aligns with state and federal housing goals while reflecting Everett's unique needs, emphasizing housing diversity, sustainable practices, and neighborhood integration.

Barrier Addressed: This element tackles housing affordability, diversity, and the need for more affordable housing units for population growth. It also addresses displacement prevention and ensures housing access for all income levels.

Measurable Impact: Since its adoption, Everett has added over 2,400 housing units, with 2,200 more in the pipeline. Policies promoting mixed-income and multifamily developments, along with the expansion of the Multifamily Tax Exemption (MFTE) program, have significantly increased the city's affordable housing stock, particularly for households earning below 80% of the area median income (AMI). These efforts have also fostered inclusive, transit-rich neighborhoods and strengthened partnerships with community organizations, such as Volunteers of America (VOA), Connect Casino Road, and the Communities of Color Coalition (C3), to address housing inequities and promote long-term housing stability.

3. **City of Everett 2020 – 2024 Consolidated Plan and 2020 Analysis of Impediments to Fair Housing Report (AI)**

Timeframe: Covers a five-year period from 2020 to 2024.

Summary: As a direct recipient of CDBG funding and a partner in an Interlocal Agreement for HOME funding, the City's Con Plan outlined its strategy to address housing and community development needs for LMI residents. The Plan identified key priorities, including affordable housing, homelessness prevention, community development, and economic recovery during the COVID-19 pandemic. It guided federal allocations, such as Community Development Block Grants (CDBG) and COVID Relief funds (CDBG-CV).

Barrier Addressed: The plan addresses barriers such as the lack of affordable housing, inadequate housing options for LMI households, and insufficient community services, such as housing stability and fair housing education.

Measurable Impact: Since 2020, millions of dollars in CDBG, CDBG-CV, and HOME funds have been allocated to preserve affordable housing, support small business LMI jobs, and maintain homeless and human service programs. This led to increased affordable housing development, including rehabilitation projects and new construction. The Analysis of Impediments to Fair Housing was supported by partnerships with community organizations, and fair housing solutions were integrated into the city's Rethink Housing Plan.

4. **City of Everett Rethink Housing Plan and Initiative**

Timeframe: Adopted in 2020, with implementation ongoing.

Summary: In response to a growing housing crisis and directives from the Mayor in 2018, the Rethink Housing initiative was launched to reassess housing policies. It examined current housing conditions, growth trends, and future needs, developing strategies for diverse and affordable housing options, including multifamily, single-family, and mixed-use developments. The initiative also addressed barriers identified in the 2020 Analysis of Impediments to Fair Housing

and focused on equitable access, anti-displacement strategies, and collaboration among stakeholders.

Barrier Addressed: The plan addresses the lack of diverse and affordable housing options and the risk of displacement for lower-income residents due to rising housing costs and gentrification.

Measurable Impact: Several affordable housing projects are currently in development across different neighborhoods. By encouraging the inclusion of affordable units in new developments and focusing on anti-displacement strategies, the initiative has improved housing affordability and stability for lower-income households.

5. City of Everett Housing Development Incentives Work Program

Timeframe: Initiated in 2022 and completed in 2023

Summary: The HDIP work program was an early implementation measure of the Rethink Housing Action Plan. The work program updated the development feasibility analysis for recent market conditions, reviewed the universe of development incentives that the city could implement, and provided recommendations on the most effective incentives.

Barrier Addressed: The initiative addressed gaps between the city's regulatory and incentive framework and the market realities for housing production, and the gap between housing construction cost and affordable rents for the city's households.

Measurable Impact: Using information and staff and consultant capacity supported by the effort, the city adopted legislation significantly expanding its multifamily tax exemption program and adopting utility connection fee reductions for affordable housing.

6. City of Everett Rethink Zoning Initiative

Timeframe: Initiated in 2018 and completed in 2020.

Summary: Rethink Zoning aimed to modernize Everett's zoning code to reflect contemporary housing, economic, and environmental needs. It focused on creating a more flexible, predictable framework for accommodating growth while preserving the city's character. Key aspects included expanding opportunities for higher-density residential development, simplifying the approval process for new projects, and aligning zoning regulations with housing goals and sustainability efforts. It also addressed urban design, neighborhood preservation, and the promotion of transit-oriented development to reduce car dependency.

Barrier Addressed: The initiative tackled outdated zoning regulations and inefficient permitting processes, which had restricted housing development and delayed project approvals. The rigid zoning system previously limited flexibility for developers, making it difficult to build high-density, affordable housing in needed areas.

Measurable Impact: Since its adoption, Rethink Zoning has led to a notable increase in multifamily housing applications, including affordable projects. Simplified regulations and faster permitting processes have reduced development costs and allowed for the construction of more affordable housing units.

7. City of Everett Metro Everett Plan

Timeframe: Adopted in 2018 and ongoing.

Summary: The Metro Everett Plan is a comprehensive land-use strategy aimed at guiding future development within Everett's urban core and surrounding transit corridors. The plan emphasizes increasing density, promoting mixed-use developments, and encouraging transit-oriented development to reduce reliance on private cars. It integrates zoning reforms to streamline the approval process for new construction, supports the expansion of affordable housing, and focuses on pedestrian-friendly urban design. This plan plays a crucial role in aligning the city's land use and housing policies with broader sustainability and economic growth goals while preserving neighborhood character.

Barrier Addressed: The plan addresses limited land availability and high development costs in the downtown core, which hinder affordable housing construction. It also tackles the reliance on single-family zoning and car-dependent infrastructure.

Measurable Impact: The Metro Everett Plan has resulted in an increase in both market-rate and affordable housing projects in the downtown area. Its focus on areas served by public transit has made developments more attractive to both developers and residents, fostering sustainable growth in Everett's urban core.

8. City of Everett Potential Residential Infill Measures Report

Timeframe: Conducted in 2019.

Summary: This initiative was driven by the city's goals to accommodate population growth, promote housing affordability, and foster sustainable and equitable development. With much of Everett zoned for single-family homes, the city faced challenges in providing diverse and affordable housing options. The report explored strategies such as accessory dwelling units (ADUs), duplexes, and cottage housing to increase density while preserving the character of established neighborhoods.

Barrier Addressed: Single-family zoning limited housing diversity and slowed affordable housing production. The rigid zoning restrictions reduced opportunities to introduce smaller, affordable housing types (ADUs, cottage housing) in existing neighborhoods.

Measurable Impact: In response to the report, significant zoning changes were implemented in 2020 as part of the Rethink Zoning initiative. These updates allowed for increased residential density and more diverse housing options, particularly in areas previously restricted to single-family zoning. These reforms have contributed to increasing housing diversity, affordability, and density.

9. City of Everett City Climate Action Strategy

Timeframe: Updated in 2023 and ongoing.

Summary: The City Climate Action Strategy outlines Everett's efforts to reduce greenhouse gas emissions and enhance climate resilience. Key focus areas include energy efficiency, renewable energy, sustainable transportation, waste reduction, and green infrastructure. The strategy sets targets aligned with state and federal goals, such as promoting energy-efficient buildings, expanding public transit, and increasing electric vehicle use. It also emphasizes community education and regional partnerships to meet climate-related objectives.

Barrier Addressed: Indirect barriers to affordable housing, such as the high cost of living driven by inefficient energy use and unsustainable development patterns.

Measurable Impact: While the direct effect on affordable housing is still being measured, the strategy's focus on energy efficiency and sustainable urban design is influencing new housing developments, including affordable units. These energy-saving features help lower utility costs for low-income households, improving overall housing affordability.

Question i(b): Other recent actions taken to overcome barriers to facilitate the increase of affordable housing production and preservation?

In addition to the actions described in the previous question, Everett has undertaken a range of recent initiatives and strategic actions to overcome barriers to affordable housing production and preservation. These actions focus on improving housing affordability, promoting innovative construction, addressing limited housing financial resources, public awareness, enhancing resilience, and targeting underserved populations. Collectively, these initiatives address systemic barriers and advance the city's commitment to housing equity, access, and sustainability.

1. 2024-2044 Comprehensive Plan Housing Element: Prioritizing Housing Equity

Timeframe: Underway, currently being developed and formalized.

Summary: Unlike the 2015-2035 Housing Element, the 2024-2044 update strongly emphasizes housing equity. It includes new goals and policies to address past housing inequities, prevent displacement, and ensure equitable access to affordable housing in opportunity-rich neighborhoods. The plan focuses on fostering mixed-income communities, providing access to essential services, and aligning with the Affirmatively Furthering Fair Housing (AFFH) Rule to enhance fair housing efforts.

Barrier Addressed: Historical housing discrimination and economic segregation, which have limited housing access for marginalized populations.

Impact: The 2024-2044 Housing Element will significantly improve affordable housing access, reduce displacement risks, and enhance housing stability for underserved communities, promoting more inclusive and diverse neighborhoods.

2. Everett Revolving Affordable Housing Accelerator (ERAHA)

Timeframe: ERAHA will be established with \$4.5 million in seed funding.

Summary: In response to stagnant HOME/CDBG allocations and limited municipal revenue, Everett aims to utilize PRO Housing funds to launch ERAHA, which will provide low-interest loans to developers for gap financing for the creation and preservation of affordable housing. The fund will prioritize low-income housing projects utilizing innovative construction techniques like modular housing and developments in areas at risk of displacement. The city will seek to leverage further funding to expand ERAHA's impact.

Barrier Addressed: Limited access to capital and insufficient funding support for affordable housing projects.

Impact: ERAHA will fund affordable housing and create a continuous cycle of housing production by reinvesting loan repayments into future projects. Initial project proposal includes a modular housing development in partnership with Catholic Community Services for households earning 50-60% AMI. With this seed funding, the city's objective is to further leverage public and private financial resources over the next 5-years to significantly grow ERAHA to a \$30+ million revolving loan fund.

3. Modular Housing Manufacturing Industrial Hub (MHMIH)

Timeframe: Ongoing, with expectation of breaking ground within 3-5 years.

Summary: Everett plans to establish a Modular Housing Manufacturing Industrial Hub (MHMIH) to support local production of modular housing, further reducing housing costs and timelines by creating a local supply chain. The initiative will establish a partnership with the Port of Everett, modular and mass timber housing manufacturers, universities, and other key stakeholders. Project scope includes modular and mass timber manufacturers, a workforce development component, university partnerships to drive innovation, and potentially workforce housing. It will address high construction costs and labor shortages by expediting modular assembly and delivery while promoting innovative housing research.

Barrier Addressed: Traditional construction challenges, including high costs, labor shortages, long timelines, stagnant building methodology, and limited local supply chains.

Impact: MHMIH will accelerate affordable housing production, reduce project timelines, lower costs, and increase the local supply chain's efficiency. It will foster job creation and innovation in modular construction, positioning Everett as a leader in affordable housing. The hub also supports environmental sustainability by reducing transportation emissions and construction material waste. By further scaling modular housing, this will strengthen ERAHA's ability to fund affordable housing.

4. Planned Strategic Investments in Infrastructure to Support Housing Development

Timeframe: Ongoing with investments allocated for the 2024 fiscal year.

Summary: The 2024 CIP, led by Public Works, includes key investments in transportation, utility infrastructure, and parks to support housing development, especially in high-growth, transit-oriented areas. Planned improvements include road upgrades, pedestrian safety enhancements, and non-motorized transportation options like bike lanes. Utility expansions for water, sewer, and stormwater systems will accommodate higher-density housing without straining infrastructure.

Barrier Addressed: Insufficient utility and transportation infrastructure, which has historically delayed housing development and increased costs.

Impact: Investments will improve connectivity, increase housing density, and reduce costs for developers. By integrating infrastructure improvements, Everett ensures housing developments are supported by reliable utilities and transportation options, attracting growth in high-opportunity areas. Parks and recreation upgrades will enhance neighborhood appeal, fostering quality of life and further incentivizing residential projects.

5. Leveraging Section 108 Legacy Challenge

Timeframe: Planned and in development.

Summary: Everett will use \$500,000 from the PRO Housing award, alongside potentially \$3.4 million in federal funds from the Section 108 Legacy Challenge, to fund modular housing and the MHMIH as well as to preserve affordable housing units at risk of conversion to market-rate housing. Regarding preservation, this initiative focuses on ensuring long-term affordability, particularly in areas like the Casino Road neighborhood, which faces affordability pressures due to new high-capacity transit connections.

Barrier Addressed: High development costs, limited financial resources, stagnant building methodology, and the loss of affordable housing through market-rate conversions and redevelopment which exacerbates the housing crisis.

Impact: This preservation effort will secure long-term affordable housing for low-income residents, mitigate displacement, and maintain the availability of affordable units in high-demand areas, helping to stabilize the community.

6. **Anti-Displacement and Housing Education Initiatives: Protecting Vulnerable Residents and Building Support for Affordable Housing**

Timeframe: Ongoing

Summary: Everett is advancing housing equity and preventing displacement through targeted policies and public engagement, while simultaneously fostering greater awareness and support for affordable housing initiatives. By addressing disparities in housing access and ownership, the city ensures long-term affordability and community stability, particularly for low-income and minority residents.

- **Community Housing Improvement Program (CHIP):** Everett has used CDBG and HOME funds since 1975 to preserve low-income single-family homes and small rental properties through deferred, low-interest loans for rehabilitation, providing critical support to underserved homeowners and ensuring safe housing.
- **Homes and Hope Collaboration (Community Land Trust):** Partnering with Homes and Hope, Everett provides long-term affordable homeownership by keeping land in trust, preventing displacement, and fostering stability in historically underserved communities.
- **Culturally Relevant Outreach (Casino Road Housing Equity Work):** Collaborating with LISC, HCESC, and local nonprofits, Everett engages in culturally sensitive outreach in the Casino Road area to ensure marginalized groups influence development decisions and prevent displacement through balanced redevelopment.
- **Housing Education and Capacity Building:** Everett is expanding public education efforts, including a housing portal, workshops, and community engagement, to raise awareness of affordable housing programs and sustainable construction, encouraging support among residents, developers, and leaders.

Barriers Addressed: Displacement due to rising housing costs and gentrification, coupled with limited public understanding and resistance to affordable housing projects.

Impact: These integrated efforts promote long-term affordability, homeownership, and housing preservation, while building community support for affordable housing and sustainable development. This approach reduces opposition, accelerates housing production, and strengthens community cohesion.

7. **Zoning and Land Use Reform**

Timeframe: Ongoing

Summary: The City is pursuing zoning and land use reforms aimed at promoting affordable housing by addressing regulatory barriers and incentivizing developers.

- **Inclusionary Zoning Discussions:** The city is in discussions with the Planning Commission and Snohomish County on inclusionary zoning, requiring developers to include affordable units in new projects.

- **Planned Overlay Zone for Demonstration Projects:** Everett is exploring the use of an overlay zone to streamline approvals for innovative affordable housing projects, reducing regulatory barriers, and accelerating development timelines.
- **Multifamily Tax Exemption (MFTE) Program Revisions:** The city is considering revisions to the MFTE program that will further facilitate projects that include affordable units, while also exploring how to incentivize environmentally sustainable housing.
- **Exploration of Small Lot/Micro Lot Subdivision:** The city is exploring small lot subdivisions to enable more affordable homeownership by facilitating compact housing on smaller lots, expanding access for moderate-income households.

Barrier Addressed: These reforms will address barriers that have hindered large-scale affordable housing production. By removing barriers and incentivizing development, the city aims to create more opportunities for affordable housing, both rental and homeownership.

Impact: These zoning reforms are expected to significantly boost affordable housing production. Inclusionary zoning would mandate affordable unit production, the overlay zone would streamline approvals, MFTE revisions would attract developers, and small lot subdivisions would provide affordable homeownership options in denser neighborhoods.

8. Regional Coordination to Increase Affordable Housing

Timeframe: Ongoing, with the first housing conference planned for 2025

Summary: Everett is actively engaging the public in affordable housing strategies through updates to the Comprehensive Plan, developing an accessible housing portal for residents and developers, and planning a 2025 housing conference to discuss innovative and equitable housing solutions.

Barrier Addressed: Historically, a lack of understanding and community resistance has posed barriers to affordable housing development. Everett's initiatives aim to increase public awareness, reduce opposition, and encourage participation in housing programs by making information more accessible and fostering inclusive dialogue.

Impact: These efforts are expanding public support for affordable housing, reducing opposition, and encouraging more participation from both residents and developers. The housing portal ensures easy access to affordable housing resources, and the upcoming housing conference will create a platform for collaboration. The Coalition for Advanced Housing Production (CAHP) is expected to drive innovation and accelerate housing production by promoting advanced construction methods and lowering costs.

9. Preparation of the 2025-2029 Affirmatively Furthering Fair Housing (AFFH) Plan

Timeframe: In development for the FY2025-2029 period; to be adopted by March 2025

Summary: Everett is preparing an updated Assessment of Fair Housing (AFH) and Equity Plan under the AFFH rule. The plan aims to address segregation and promote equitable access to affordable housing in high-opportunity areas.

Barrier Addressed: Historical segregation and unequal access to housing opportunities, which limit economic mobility for marginalized populations.

Projected Impact: The updated AFFH plans are expected to foster diversity and inclusivity in Everett's housing market. By promoting affordable housing in opportunity-rich areas, the plan will enhance access to essential services, increasing economic mobility and social equity for low-income and historically underserved residents.

10. Preventing Homelessness and Increasing Supportive Housing

Timeframe: Ongoing

Summary: Everett is addressing homelessness through innovative temporary housing solutions like Pallet Shelters and collaborations with religious organizations to create non-permanent supportive housing on city and church properties. These efforts provide immediate shelter and pathways to permanent housing, targeting vulnerable populations.

Barrier Addressed: Challenges include the shortage of temporary housing for homeless individuals and limited land availability for affordable housing. Pallet Shelters and partnerships with religious organizations address these issues by offering cost-effective, immediate shelter and using underutilized land for long-term housing solutions.

Impact: Pallet Shelters have provided temporary, secure housing, while partnerships with faith-based organizations offer a model for affordable housing development on underutilized land. These efforts have expanded the spectrum of housing options and reduced homelessness by offering both emergency shelters, promoting stability for low-income and marginalized communities.

11. Streamlining Permitting Processes

Timeframe: Implementation of SB5290 in 2025 alongside ongoing efforts.

Summary: The City is accelerating housing development by improving its permitting process through electronic project reviews and compliance with Washington State Senate Bill 5290 (SB5290), which mandates reducing barriers to housing production. This includes measures such as pre-approved design templates for ADUs/modular housing and concurrent review processes for faster approvals. With PRO Housing funds, the city plans to develop a comprehensive Efficient Permitting Plan that will utilize LEAN project management to identify and remove inefficiencies, thereby establishing a best-in-class development permitting system that will further attract housing development in Everett.

Barrier Addressed: Lengthy and complex permitting processes have historically delayed housing construction, particularly for affordable units. These delays added time and costs, compounded by complicated review procedures across multiple departments.

Impact: By streamlining the permitting process and complying with SB5290, Everett will reduce the time needed to approve housing projects, particularly affordable units, and lower the costs associated with delays. Furthermore, the Efficient Permitting Plan will holistically improve the city's permitting system.

Question ii: Do you have acute need for affordable housing? What are your remaining affordable housing needs and how do you know?

The City is not designated as a priority area according to the PRO Housing List of Priority Geographies. However, Everett does have an acute need for affordable housing, particularly for households with incomes below 100 percent AMI. This is evident from several factors supported by quantitative data:

Housing Supply

Everett's estimated total housing supply as of 2020 is shown in the following table. Housing supply for households with incomes between 0-100% AMI account for 37,921 units (over 80%) of current housing supply. However, to meet future population growth, the city will need to accommodate an additional 12,820 – 15,203 units of 0-100% AMI housing.

Everett Estimated Existing Housing Supply (2020)

Area Median Income (AMI)	Housing Units	Housing Units Pct of Total
Less than 30% Non-PSH	2,016	4.30%
Less than 30% PSH	994	2.10%
30-50%	11,689	24.80%
50-80%	15,168	32.10%
80-100%	8,053	17.10%
100-120%	4,616	9.8%
Over 120%	4,656	9.9%
Total Housing Units	47,193	100.00%

Everett operates in a carefully organized housing planning framework under the Washington State Growth Management Act, the Regional Growth Strategy adopted through the Puget Sound Regional Council (Metropolitan Planning Organization), and the Countywide Planning Policies for Snohomish County. At the regional (MPO) level, Everett is identified as a Metropolitan City and allocated 20% of Snohomish County's projected housing needs through 2050. These housing needs are further defined as growth targets for different economic segments in the Snohomish County Growth Targets and associated [Housing Characteristics and Needs \(HO-5\) Report](#).

City of Everett's 0-100% AMI Future Housing Growth Target

AMI Segment	2020 (Existing)	2044 (Needed)	2044 (Total)
0-30% PSH	994	2,731	3,725
0-30% Non-PSH	2,016	5,944	7,960
>30-50%	11,689	100	11,789
>50-80%	15,168	0	15,168
>80-100%	8,053	4,045	12,098
Total	37,920	12,820	50,740

Source: [Snohomish County HO-5 Report](#).

To meet its full projected population growth by 2044, the city requires an additional 38,558 housing units between 0-120% AMI, bringing the total housing stock to 88,661 units. Within the 0-100% AMI income range, Everett will need 12,820 more units, representing over 33% of the city's total housing target for 2044. When including temporary shelter needs, this figure increases to 15,203 units (over 39%), highlighting the dramatic demand for affordable and supportive housing in a community of our size to accommodate lower-income households.

Executive Order 14008 and Justice40

In alignment with Executive Order 14008, which prioritizes equitable investment, the Climate and Economic Justice Screening Tool (CEJST) reveals significant socioeconomic challenges in several census tracts in Everett, particularly in South and Central Everett.

The Casino Road neighborhood is a vital part of Everett's cultural fabric, reflecting the city's dynamic sense of community. The area is a diverse, predominantly low- to moderate-income

area, home to a large population of Latino, Black, and immigrant residents. Known for its vibrant community, Casino Road faces significant economic challenges, including higher rates of housing cost-burdened households and limited access to affordable housing. The neighborhood has been a focal point for the city's anti-displacement efforts, with targeted initiatives aimed at preserving affordability and improving living conditions for its historically underserved residents. Census Tract 53061041904, covering the Casino Road area, ranks in the 98th percentile for housing cost burdens, with households spending more than 30% of their income on housing while earning below 80% of the area median family income. This tract ranks in the 76th percentile for low-income households, highlighting severe affordability and poverty issues.

Climate and Economic Justice Screening Tool

Area	Census Tract ID	2010 Population	*Housing Cost Percentile	**Low Income Percentile
South Everett	53061041904	5,570	98	76
South Everett	53061041903	7,910	87	77
South Everett	53061041905	6,161	88	45
South Everett	53061041806	8,449	81	68
South Everett	53061041809	5,435	84	54
South Everett	53061041812	6,900	85	68
South Everett	53061041901	5,984	80	54
South Everett	53061051803	7,321	93	65
South Everett	53061041202	6,128	81	74
Central Everett	53061040700	4,591	85	79
Northern Everett	53061040200	6,163	88	69

Source: [Climate and Economic Justice Screening Tool](#)

*Housing Cost: Share of households making <80% AMI and spending >30% of income on housing. Bar set at 90th percentile

**Low income: People in households where income is less than or equal to twice the federal poverty level, not including students enrolled in higher ed. Bar set at 65th percentile.

Casino Road has been a focus of Everett's anti-displacement efforts, especially for historically underserved communities. During the COVID-19 pandemic, the city worked with organizations like Hand in Hand, Madres de Casino Road, and Connect Casino Road to provide critical financial housing support, and the area remains a priority for housing equity work. South Everett tracts consistently rank high for housing cost burdens and low-income thresholds, with many tracts in the 80th percentile for housing costs, reflecting growing economic strain.

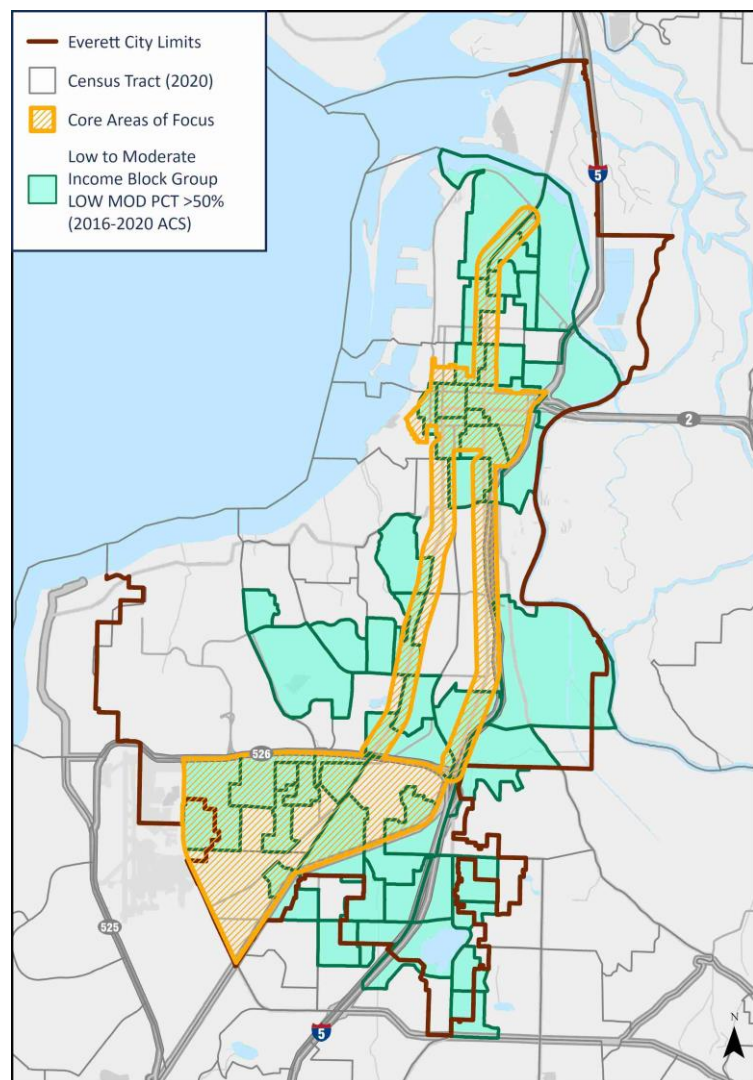
The CEJST and census data highlight that 69% of Everett's population resides in disadvantaged tracts, emphasizing the acute need for affordable housing interventions. The Justice40 Initiative provides an essential framework to address these inequities, targeting housing affordability and poverty alleviation in the city's most overburdened communities.

Displacement and Housing Affordability

Housing costs in Everett have risen sharply, outpacing incomes. The Zillow Home Value Index all homes seasonally adjusted data for Everett shows that the average home value increased by 225.83% between 2000 and 2024, reaching \$643,945. Since 2015, home values have grown by 124.89%, with a significant rise of 54.14% since 2019. These trends indicate an urgent need for affordable housing development, rent control, and housing assistance programs to mitigate displacement and economic strain, particularly on low-income households.

The 2022 U.S. Census ACS 5-Year data indicated Everett's median household income was \$77,806. According to HUD CHAS data which uses 2017-2021 ACS 5-year estimates, 28,575 households out of 43,655 (over 65%) total households meet at minimum low-income qualifications falling within the 0-100% AMI. Between 2010 and 2022, the proportion of rental households that were cost-burdened (>30% on housing costs) increased, as did the number of households that were extremely cost-burdened (>50% on housing costs). Conversely, among homeowners, the percentage of cost-burdened households decreased significantly, as did the percentage of extremely cost-burdened households. This decreasing trend was the result of a combination of lower mortgage rates, increased homeownership opportunities, and tighter credit standards following the 2008 Great Financial Crisis. The LMI Block Group and Core Area Focus Map demonstrates the extent and need for affordable housing in Everett.

City of Everett Low to Moderate Income Block Groups and Core Area Focus



The housing cost burden in Everett disproportionately affects Black, Brown, and disabled communities, particularly in the Casino Road neighborhood (census tracts 53061041903 and 53061041904). These areas have lower median household incomes (\$45,000 and \$47,500, compared to the city average of \$65,000), and 55% of renters are cost-burdened, spending over 30% of their income on housing. Black and Brown residents, who comprise 35% and 25% of the population, respectively, face significant financial strain, limiting access to essential services like healthcare and transportation. Disabled individuals in these tracts also experience barriers due to high housing costs and limited public infrastructure, further exacerbating their hardships.

In response, the city has partnered with organizations like the Local Initiatives Support Corporation (LISC), Connect Casino Road, and the Housing Consortium of Everett and Snohomish County to develop mixed-income housing, rehabilitate properties, and increase affordable rental units. These efforts aim to support Black, Brown, and disabled residents by improving living conditions, providing financial counseling, and enhancing tenant protections. However, the need for comprehensive rent stabilization and expanded tenant protections remains critical. Current efforts focus on enhanced eviction protections and promoting long-term housing stability and equity.

Everett's aging housing stock, with 81% of units built before 2000, further exacerbates the affordable housing crisis. Rising maintenance costs and outdated structures push more households into cost-burdened situations. To address these issues, the PRO Housing grant will fund new affordable housing, rehabilitate older units to meet modern standards, and expand PSH for vulnerable populations. The ERAHA will support housing preservation, while the city's 5-Year Housing Innovation and Sustainability Plan will promote sustainable solutions like modular and energy-efficient housing. These initiatives are essential to mitigate housing instability, improve affordability, and foster a more equitable and resilient community.

Homelessness

The homelessness trends in Everett and Snohomish County, as detailed through annual point-in-time counts submitted to the Department of Housing and Urban Development (HUD) have fluctuated from a high of nearly 1,200 homeless households in 2012, to steadily declining until 2015, followed by a notable upward trend (note data collection challenges during 2020 and 2021 due to COVID-19). The latest count shows 800 households experiencing homelessness in Everett in 2024. This data underscores the pressing and persistent need for specialized housing programs designed to meet the complex needs of homeless individuals and families.

Question iii: What key barriers still exist and need to be addressed to produce and preserve more affordable housing?

1. **Permitting Procedures and Approval Timing:** While the city has improved its service delivery, complex permitting processes still hinder timely development and add unnecessary costs. The Housing Efficient Permitting Plan, to be enacted by 2025, will eliminate redundant reviews and shorten approval timelines for more efficient project development.
2. **Fees and Taxes:** High development fees and permits continue to be financial barriers. ERAHA will provide low-interest loans to developers, helping defer these costs at a key point in a project life cycle. This initiative also includes funding to cover smaller 'soft' costs, such as architectural and environmental fees, enhancing project viability.
3. **Zoning and Land Use Controls:** Zoning restrictions limit high-density, multifamily affordable housing development, especially in single-family areas. The proposal supports inclusionary zoning and Planned Overlay Zones, which will allow for more high-density developments in these areas, expanding affordable housing opportunities.
4. **Infrastructure Constraints:** Inadequate infrastructure increases costs and delays for affordable housing projects. Leveraging the proposed ERAHA alongside Commerce

Connecting Housing to Infrastructure Program (CHIP) will fund infrastructure improvements, reducing development costs and project delays.

5. **Availability of Financing and Subsidies:** Developers struggle to secure low-interest financing for affordable housing. ERAHA and potential Section 108 Legacy Challenge funds will provide long-term low-interest loans, while a Housing Strategic Finance Plan will ensure diverse funding through public-private partnerships and grants.
6. **Capacity of Local Developers and Nonprofits:** Nonprofit developers often lack the capacity for large-scale housing projects. The PRO Housing grant will enable the City to provide project management support, technical assistance, and compliance coordination, increasing the capacity of nonprofits to manage more complex projects.
7. **Community Resistance (NIMBYism):** Community opposition often delays or scales down projects. The proposal includes culturally relevant outreach to educate communities on the benefits of affordable housing. The Coalition for Advanced Housing Production (CAHP) will engage various stakeholders to promote and support affordable housing, leveraging innovative solutions like modular construction.
8. **Prohibitive Building Codes:** Stringent building codes escalate construction costs, complicating affordability. The Modular Housing Industrial Hub (MHMIH) will focus on promoting cost-effective modular housing solutions that meet building codes without exceeding budget constraints.
9. **Fragmented Regional Coordination:** Lack of coordination between jurisdictions limits housing development across the region. The CAHP will foster regional collaboration to align housing strategies and policies, promoting innovative, affordable housing production methods.
10. **Housing for Extremely Low-Income Households:** Developing housing for 0-30% AMI households is costly and underfunded. The 0-30% AMI PSH/Non-PSH Strategic Action Plan prioritizes housing for the city's most vulnerable populations, focusing on PSH and integrating supportive services for low-income residents.

EXHIBIT D: Soundness of Approach

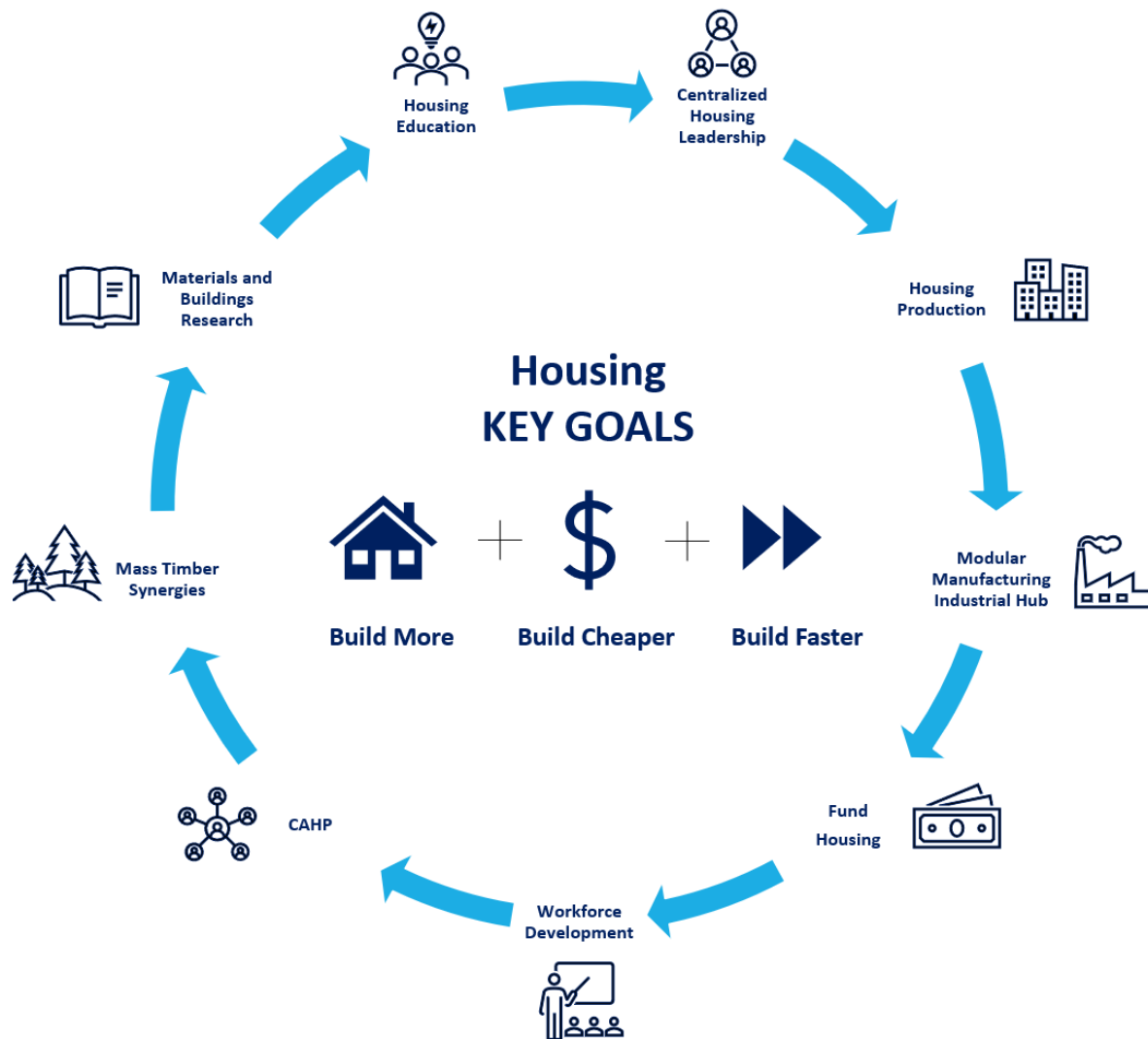
EXHIBIT D: Soundness of Approach

Question i: What is your vision?

Everett stands as a beacon of inclusive and dynamic living, where our housing market surpasses the needs of our growing and diverse community. We ensure that everyone has a welcoming and affordable place to call home, fostering a community where all residents can live, grow, and thrive.

Everett has developed a comprehensive housing strategy aimed at enhancing the city's ability to meet urgent housing needs and promoting sustainable urban growth. The core housing goals are to build more, build cheaper, and build faster, via 9 strategic initiatives.

City of Everett Housing Strategy 2025-2029



Our PRO Housing application focuses on achieving this vision by addressing critical barriers to affordable housing production and preservation while emphasizing inclusivity, innovation, sustainability, and efficiency. All the proposed initiatives meet the National Objective of “Benefitting low- and moderate-income persons” by establishing two eligible activities that will focus on planning/policies supporting affordable housing and a revolving fund that will support development of affordable housing production, equity, and sustainability.

Our vision is to transform Everett into a beacon of affordable, inclusive, and resilient housing by significantly expanding and preserving affordable housing through strategic, sustainable initiatives. With a total allocation of \$6.5 million—\$1.5 million dedicated to Housing Policy Planning and Strategic Initiatives and \$5 million allocated for Housing Production and Preservation—we aim to implement comprehensive plans, innovative financing mechanisms, streamlined processes, and community-focused strategies.

Under Housing Policy and Strategic Initiatives, the city intends to utilize PRO Housing funds to support 6 key initiatives:

1. 5-Year Housing Innovation and Sustainability Plan
2. Housing Strategic Finance Plan
3. Housing Efficient Permitting Plan
4. 0-30% AMI PSH/Non-PSH Housing Strategic Action Plan
5. Coalition for Advanced Housing Production (CAHP) Plan
6. Affirmatively Furthering Fair Housing (AFFH) Plan Implementation

The City of Everett has prioritized housing under the leadership of Frank Hong, Special Projects Manager for Housing, within the Community, Planning, and Economic Development Department (CPED). Housing efforts are coordinated centrally to ensure cohesive policy implementation, program oversight, and effective management of initiatives that emphasize inclusivity and fair access, particularly for historically marginalized and underserved communities. Under Frank's leadership, core housing functions include supporting housing development and equity initiatives, facilitating collaboration among stakeholders, and overseeing critical projects aimed at expanding affordable housing opportunities while addressing displacement pressures. This centralized focus ensures the long-term success and sustainability of the city's housing initiatives.

To address Everett's projected population growth of 68,547 residents by 2044 and the consequent need for 38,588 additional housing units, our proposal includes the development of ERAHA and the implementation of a 5-Year Housing Innovation and Sustainability Plan. The latter will integrate advanced construction methods including modular and mass timber housing, enhancing energy efficiency and resilience while meeting future housing demands sustainably from 2025 to 2029. By promoting innovative building techniques, we will ensure that new housing developments are not only affordable but also environmentally responsible and capable of withstanding and responding to climate-related challenges.

Financial sustainability is a cornerstone of our strategy. The Housing Strategic Finance Plan will leverage public-private partnerships, federal and state grants, and revolving loan funds like

ERAHA to secure ongoing financial support for affordable housing projects. This comprehensive financial approach ensures that funding is consistently available to support long-term housing production and preservation, addressing the needs of low- to moderate-income residents through initiatives such as permanent supportive housing and other affordable housing units.

A critical barrier to affordable housing development is the complexity and length of permitting processes. Our Housing Efficient Permitting Plan seeks to streamline these procedures by eliminating duplicative reviews and shortening approval timelines in alignment with state requirements under SB 5290. By adopting best practices from cities like Seattle, Austin, and San Francisco, we will implement staff training and capacity-building measures to ensure efficient and consistent permitting processes. Reduction in bureaucratic delays will accelerate the time required to bring affordable housing projects to market, thereby increasing housing availability and addressing urgent housing needs more effectively. There will be immediate impact through reduced project timelines, with sustained benefits as more projects are approved faster.

Zoning restrictions pose another significant barrier, limiting the development of high-density, multifamily affordable housing in single-family areas. To overcome this, we will introduce inclusionary zoning and Planned Overlay Zones, allowing for high-density housing developments in areas previously restricted by zoning laws. This approach not only expands the available land for affordable housing but also aligns with regional housing goals set forth in the Puget Sound Regional Council's VISION 2050 plan, promoting mixed-use and multifamily housing across multiple jurisdictions.

Community resistance can hinder the progress of affordable housing projects. To mitigate this, we will implement culturally relevant outreach and engagement strategies focused on underrepresented communities including the Casino Road area. By conducting targeted public education campaigns in multiple languages and culturally appropriate formats, we aim to build trust and demonstrate the economic and social benefits of affordable housing. The Coalition for Advanced Housing Production (CAHP) will play a pivotal role in fostering dialogue on advanced methods to develop affordable housing between developers, policymakers, and community leaders, further reducing opposition and fostering community support.

Infrastructure constraints, including outdated water, sewer, and transportation systems, can delay housing developments and increase costs. By leveraging Washington State's Commerce Connecting Housing to Infrastructure Program (CHIP), we will coordinate infrastructure upgrades with housing projects, ensuring that necessary services are in place to support new developments. This integrated approach reduces development costs and minimizes delays, enabling housing projects to proceed on schedule.

Ensuring the capacity of local developers and nonprofits is essential for managing large-scale affordable housing projects. The City is committed to collaboratively work with the development community to increase housing availability and will provide technical assistance, regulatory guidance, and project management support to local nonprofits and developers. By centralizing these resources, we empower nonprofits to navigate complex housing projects effectively, focusing on housing production and service delivery without being burdened by administrative challenges. This support enhances the overall capacity and success rates of local developers,

ensuring that housing initiatives are managed efficiently and meet regulatory requirements.

Our proposal also addresses the availability of consistent financing and subsidies, which are crucial for the sustainability of affordable housing projects. The ERAHA and potential Section 108 Legacy Challenge funds will provide developers with long-term, low-interest loans, while the Housing Strategic Finance Plan will ensure a diverse funding strategy. By prioritizing projects in low-income and underserved neighborhoods and maintaining the revolving nature of ERAHA, we ensure that financial resources are continually reinvested into new projects, sustaining long-term housing availability and affordability.

Environmental resilience is integral to our housing strategy. Everett faces significant environmental risks, including flooding, stormwater management challenges, and seismic activity. Our 5-Year Housing Innovation and Sustainability Plan promotes the use of energy-efficient and resilient construction methods, such as modular and mass timber housing, which reduce carbon emissions and enhance the durability of housing stock. Additionally, new developments will incorporate stormwater management systems and green infrastructure to mitigate flood risks and improve water management, aligning with Everett's Climate Action Plan and HUD's focus on resilient infrastructure.

Job creation and economic development are further pillars of our vision. The establishment of the Modular Housing Industrial Hub (MHMIH) will not only reduce construction costs through a consistent supply chain but also stimulate local employment in construction and manufacturing sectors. By fostering innovation and expanding the housing supply chain, the MHMIH supports Everett's economic growth and provides well-paying jobs for residents, particularly in low-income and underserved communities.

Our proposal also includes implementation of the AFFH report. The city will put forward a plan advancing social equity by actively reducing housing segregation, fostering diverse and inclusive communities, and ensuring that new developments are accessible to historically marginalized groups. The plan will promote policies and enforcement actions to affirmatively further fair housing, aligning housing initiatives with social justice goals.

Potential roadblocks, such as regulatory and legislative delays, funding challenges, community opposition, and capacity constraints, have been proactively addressed through comprehensive mitigation strategies. Early engagement with Washington State's Department of Labor and Industries (L&I) will enhance coordination and efficiency in the permitting process, while collaboration with legislators and grassroots advocacy through CAHP will build support for necessary reforms. Diversifying funding streams and ensuring the financial sustainability of ERAHA through reinvestment will mitigate funding challenges, while culturally relevant community engagement efforts will reduce resistance to affordable housing projects.

Post-implementation barriers, including rising construction costs, labor shortages, and evolving housing market conditions, will be managed by maintaining flexibility in funding and regulatory frameworks, ensuring continuous stakeholder engagement, and implementing adaptive strategies to respond to emerging challenges. By fostering a resilient and adaptable approach, Everett ensures the sustained success and resilience of its housing initiatives.

Our integrated approach addresses immediate housing needs and builds long-term resilience into Everett's housing and infrastructure. By aligning with existing planning initiatives, leveraging lessons learned from other successful jurisdictions, and proactively managing potential roadblocks, our PRO Housing proposal ensures the creation of sustainable, inclusive, and resilient housing solutions that meet the evolving needs of our community. This holistic strategy positions Everett to effectively expand and preserve affordable housing, enhancing the quality of life for all residents and fostering a vibrant, equitable, and sustainable future.

Question ii: What is your geographic scope?

Given a majority (65%) of Everett's households are considered low income under HUD AMI thresholds 0-100% AMI, Everett's PRO Housing proposal is designed to impact multiple areas across the city, with a balance between high-opportunity neighborhoods and underserved communities, targeting key areas where affordable housing production, preservation, and community development are most needed. However, the City also recognizes that certain 'target areas' must be maintained for priority allocation of funding due to the impending transformative nature of future regional efforts.

1. **Targeted Areas for Housing Production and Preservation**

The proposal focuses on high-opportunity areas with access to transit, jobs, and services, aiming to increase housing density and preserve affordability for long-term residents.

- **Downtown Everett:** Targeted for high-density, transit-oriented development (TOD) to maximize affordability.
- **Broadway and Evergreen Way Corridors:** High-density housing near major transportation routes, supported by the ERAHA.
- **Casino Road Area:** A focus for affordable and PSH housing, particularly for households earning 0-30% AMI, in a high-opportunity transit corridor.

2. **Focus on Underserved Communities**

Investment will prioritize historically underserved areas with limited access to housing, jobs, and services:

- **Casino Road Area and the Delta Neighborhood:** Projects will expand affordable housing and reduce displacement risks, especially for low-income households.

3. **Preservation in High-Opportunity Areas**

Preservation efforts, through potential Section 108 Legacy Challenge funds, will maintain affordable housing in gentrifying areas like South Everett, ensuring continued access to jobs and services for existing residents.

4. **Expanding Opportunity Through Housing Innovation**

The Modular Housing Industrial Hub (MHMIH) will reduce construction costs and accelerate housing production across Everett, benefiting both high-opportunity and underserved areas by increasing affordable housing supply.

Question iii: Who are your key stakeholders? How are you engaging them

Everett's PRO Housing proposal was developed through robust engagement with a wide range of key stakeholders, including jurisdictional partners, community members, housing advocates, developers, public agencies, and technical experts. This collaborative approach ensured that the proposal reflects the needs and priorities of the community, especially those most likely to benefit from affordable housing and equitable development initiatives. Support letters are included demonstrating broad-based backing from organizations such as the Housing Consortium of Everett and Snohomish County, Local Initiatives Support Corporation (LISC), and Catholic Community Services, all of whom are committed to advancing housing affordability and equity in the region.

1. Key Stakeholders

The City has engaged a broad range of stakeholders spanning public agencies, housing developers, funders, community organizations, elected representative, and many others to ensure a comprehensive approach to affordable housing, including:

- **Snohomish County Health and Human Services:** Aligning county efforts with Everett's affordable housing initiatives.
- **Affordable Housing Alliance:** Housing needs insights of low-income residents.
- **Local Initiatives Support Corporation (LISC):** Key partner on anti-displacement and housing equity efforts.
- **Everett Housing Authority:** Contributed to addressing public housing needs.
- **Nonprofit and For-Profit Developers:** Discussions on development challenges.
- **WA Commerce and WA Housing Finance Commission:** Ensured alignment with state funding programs.
- **Modular Housing Manufacturers:** Collaborated on housing solutions.

2. Outreach and Engagement

The City conducted extensive outreach activities, including:

- **Workshops and Meetings:** Held as part of the Comprehensive Plan update, including surveys and community engagement events.
- **Stakeholder Forums:** Focused on housing equity, anti-displacement, and community needs.
- **Developer Collaboration:** Engaged developers to shape the Housing Efficient Permitting Plan and ERAHA, addressing practical development barriers.

3. Shaping the Proposal

Stakeholder feedback has been integral to shaping the proposal:

- **Modular Housing Focus:** Stakeholders from the housing industry, including modular manufacturers and mass timber developers, emphasized the potential of modular construction to reduce housing costs and speed up production. As a result, the proposal includes the development of MHMIH to support affordable housing production through innovative construction methods.
- **Housing Equity and Anti-Displacement:** Input from housing advocates, particularly LISC and regional housing advocacy organizations, highlighted the need for targeted anti-displacement measures in vulnerable communities like Casino Road. This feedback led to the inclusion of the Casino Road Housing

Workplan and a focus on preserving affordable housing in high-opportunity areas to protect residents from displacement.

- **Financing Mechanisms:** Feedback from financial institutions, the Washington Housing and Finance Commission, bond counsel, other cities, and developers helped shape the ERAHA. This revolving loan fund will provide low-interest loans to developers, prioritizing projects that meet the needs of underserved communities and expand affordable housing in transit-rich areas.
- **Permitting and Zoning Reforms:** Developers and builders highlighted the delays and costs associated with the city's permitting processes. Based on their feedback, the proposal includes the Housing Efficient Permitting Plan, which is designed to streamline the permitting process, reduce approval timelines, and facilitate faster development of affordable housing projects.

4. **Continued Engagement**

The City will maintain engagement through:

- **Regular Stakeholder Meetings:** Focused on developers and community groups.
- **Interactive Housing Portal website:** Housing information and community engagement options such as surveys.
- **Coalition for Advanced Housing Production (CAHP):** The CAHP will play a critical role in outreach and engagement, bringing together key stakeholders—developers, policymakers, community leaders, and housing advocates—to promote innovative housing solutions, such as modular housing. It will also coordinate advocacy efforts, build political support for state-level reforms, and foster regional collaboration on affordable housing initiatives. This coalition will ensure that ongoing outreach includes diverse voices and addresses the technical, regulatory, and community challenges in producing affordable housing.

Question iv: How does your proposal align with requirements to affirmatively further fair housing?

1. **Fair Housing Framework**

Everett's housing strategies incorporate the 2020 Analysis of Impediments and are aligned with the interim AFFH rule. The 2025 Assessment of Fair Housing and Equity Plan, currently under development, will further integrate these principles, ensuring equitable housing practices and expanded outreach through the City's existing Affirmative Marketing Plan.

2. **Removing Barriers to Affordable Housing**

The proposal will eliminate barriers for affordable housing in high-opportunity areas by:

1. **Zoning Reforms:** Inclusionary zoning and Planned Overlay Zones will allow high-density developments in areas traditionally reserved for single-family homes, promoting desegregation and creating mixed-income communities.
2. **Targeted Investments:** ERAHA will fund affordable housing in well-resourced areas, increasing access to quality schools, jobs, and public services for underserved communities.

3. **Addressing Segregation and Displacement Risks**

The proposal combats historical segregation by promoting affordable housing development across the city and avoiding concentration in low-opportunity areas. Anti-

displacement efforts, such as the Casino Road Housing Work Plan and the Community Land Trust (CLT) model, will support anti-displacement and preserve affordable housing.

4. **Meeting the Needs of Protected Class Groups**

The proposal prioritizes housing for people with disabilities, families with children, and communities of color. All housing developments will comply with ADA and Fair Housing Act standards, ensuring accessibility and supporting independent living. Additionally, the Casino Road Housing Work Plan will focus on addressing housing inequities in historically underserved areas.

5. **Equitable Engagement and Affirmative Marketing**

Affirmative marketing strategies will target underserved populations, ensuring they are aware of new housing opportunities. A core component of the City's housing work is outreach efforts, focusing on immigrant communities, people with disabilities, and communities of color.

6. **Tracking and Accountability**

City will track progress on desegregation and expanding access through key metrics, including racial composition and income levels of residents in new housing projects. Annual reports will ensure ongoing evaluation and alignment with fair housing goals.

Question v. What are your budget and timeline proposals?

The City is applying for \$7 million in PRO Housing funds, which will be allocated across three key areas: Housing Policy Planning and Strategic Initiatives (\$1.5 million), Housing Production and Preservation (\$5 million), and Administrative Support (\$0.5 million). Funds will support key initiatives aimed at expanding affordable housing, increasing housing equity, and promoting innovative construction methods to meet the city's long-term housing needs.

1. **Housing Policy Planning and Strategic Initiatives - \$1.5 million**

Develop and implement key housing policies to streamline development, improve equity, and promote construction innovation.

- **5-Year Housing Innovation Plan:** Focuses on modular and sustainable housing. Development in 2025; implementation through 2029.
- **Housing Strategic Finance Plan:** Creates sustainable funding mechanisms. Initial strategy developed in Year 1; continuous implementation.
- **Efficient Permitting Plan:** Streamlines permitting within 12-18 months for faster project approval.
- **0-30% AMI PSH/Non-PSH Plan:** Targets vulnerable populations, with strategy development in Year 1 and implementation in 1-3 years.
- **CAHP Plan:** Stakeholder collaboration begins in Year 1; modular housing hub established within 3-5 years.
- **AFFH Plan:** Fair housing policy implementation begins immediately and continues throughout the grant.

2. **Housing Production and Preservation - \$5 million**

Funding supports housing production through innovative methods like modular housing, driven by the new Everett Revolving Affordable Housing Accelerator (ERAHA) and potential Section 108 Legacy Challenge funds.

- **ERAHA:** Initial loans distributed in 6-24 months with continuous reinvestment from loan repayments. Thereafter, long-term sustainable affordable housing financing.
 - **Section 108 Legacy Challenge:** Allocates funds within 12-36 months to develop modular manufacturing facilities over the next 3-5 years.
3. **Administrative Support/Indirect Costs - \$0.5 million**
Covers staffing, reporting, and compliance for effective project management.
3. **Timeline:** Administrative functions begin immediately and run throughout the five-year period to ensure compliance and oversight.

NARRATIVE EXHIBIT E: Capacity

What capacity do you and your Partner(s) have? What is your staffing plan?

The City has structured its project management framework to effectively leverage federal funding, ensuring successful implementation of the PRO Housing grant. With experienced leadership, a committed project team, and strong collaborative relationships, the city is well-prepared to manage this significant federal investment and achieve substantial impacts in housing affordability and accessibility.

Everett has the necessary legal authority and leadership to effectively implement comprehensive reforms. The proposal leverages the strengths of various departments to ensure thorough project management from inception to completion. The city's demonstrated capability in coordinating with diverse stakeholders, including government agencies, community organizations, and the private sector, underscores its ability to manage large-scale projects. This collaborative approach, tested in previous initiatives, is vital for the successful execution of the PRO Housing initiatives. The application's development was a collaborative effort involving key department heads and project managers, ensuring the integration of practical and actionable strategies. This ensures ongoing high-level engagement from all stakeholders, fostering sustained success and effectiveness throughout the project's lifecycle.

Administrative Support

Administrative support structure involves a range of key personnel from various departments, ensuring a comprehensive approach to managing housing projects.

- **Legal Support:**
 - Tim Benedict, Assistant City Attorney (as needed)
 - Chris Muth-Schultz, Legal Administrator and Risk Manager (0.15 FTE)
- **Financial Management:**
 - Erica Rose and Jim Souder, Financial Analysts (1.5 FTE)
 - Kathryn McDuffy and Joe Pavesi, Accounting Assistants (0.25 FTE)
 - Yi Liu, Budget Manager (0.15 FTE)
 - Wai Poon, Treasurer and Heide Brillantes, Finance Director (both at 0.15 FTE)
- **Clerical Support:**
 - 0.5 FTE from the City Clerk's Department for managing documentation.

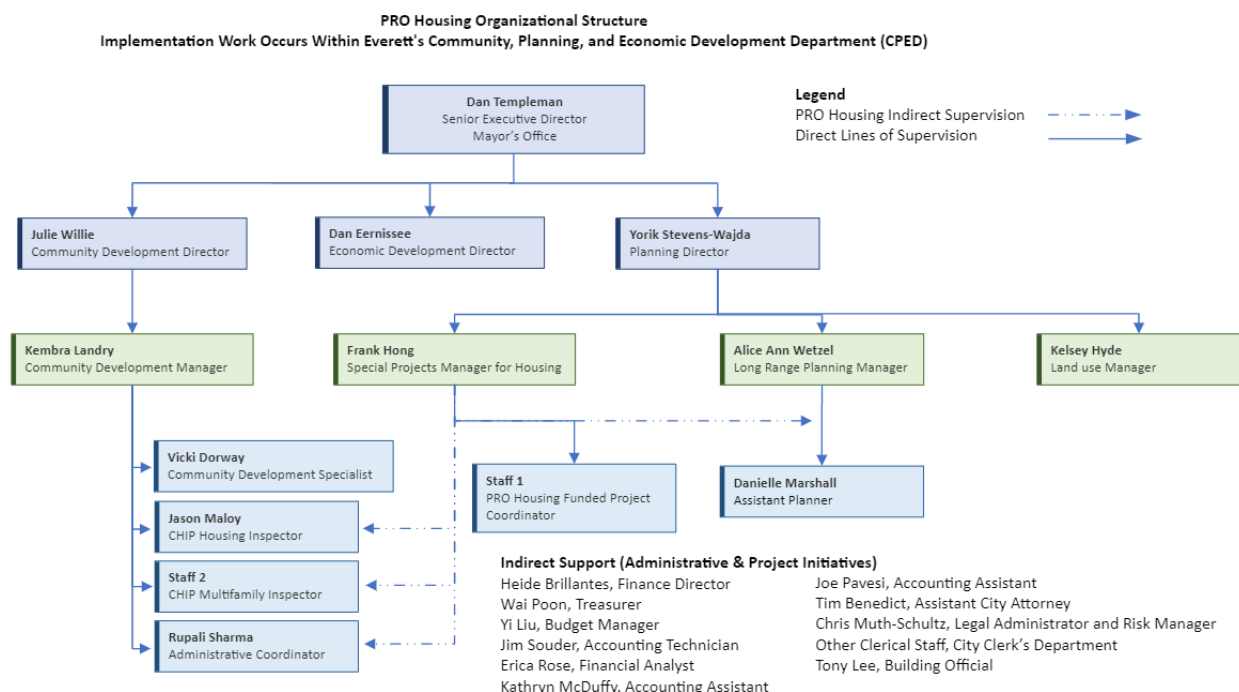
Primary PRO Housing Project Management

The City is equipped to leverage existing organizational resources within the Community, Planning, and Economic Development Department (CPED) to implement the PRO Housing proposal. The work will be managed and executed by experienced leaders and staff:

- **Dan Templeman**, Senior Executive Director (Mayor's Office), high-level leadership and communication to the Mayor and Council/other vital stakeholders. (.15 FTE)
- **Yorik Stevens-Wajda**, Planning Director, oversees broader planning initiatives that intersect with housing projects. (.25 FTE)
- **Frank Hong**, Special Projects Manager for Housing, orchestrating the overall management and operational execution of the PRO Housing grant. (1 FTE)
- **Jason Maloy**, CHIP Lead Housing Inspector, responsible for managing construction of housing projects to ensure they meet standards and regulations. (1 FTE)

- **Future Staff 2**, CHIP Multifamily Inspector, manages construction of and inspects multifamily housing projects, ensuring the meet standards and regulations. (1 FTE)
- **Rupali Sharma**, Administrative Coordinator, manages the complexities of loan processing associated with housing projects to ensure financial operations are streamlined. (1 FTE)
- **Future Staff 1**, PRO Housing Grant, will handle specific tasks and deliverables directly tied to the objectives of the PRO Housing grant. (1 FTE – 100% PRO Housing Funded)
- **Kelsey Hyde**, Land Use Manager, manages land use planning and will be critical to plan development (.15 FTE)
- **Danielle Marshall**, Assistant Planner, contributes to plan development, public engagement, budgeting, and finance of the grant. (0.5 FTE)
- **Tony Lee**, Building Official, oversees building standards and regulations, ensuring codes compliance and supports housing initiatives. (.15 FTE)
- **Julie Willie**, Community Development Director, oversees broader aspects of community development that intersect with housing. (0.25 FTE)
- **Kembra Landry**, Community Development Manager, critical processing support of federal compliance. (0.5 FTE)
- **Vicki Dorway**, Community Development Specialist, prepares and monitors federal system reporting, NEPA, and Davis Bacon compliance. (.5 FTE)

Organizational Structure



NARRATIVE EXHIBIT F: Leverage

Are you leveraging other funding or non-financial contributions?

The City is strategically leveraging a combination of financial and non-financial resources to maximize the impact of the PRO Housing grant. By utilizing existing infrastructure, financial mechanisms, and collaborative partnerships, the City will enhance the efficiency and reach of its funding strategy to address the critical need for affordable housing.

1. Existing Funding Opportunities

The City has access to a range of existing funding sources that will complement the PRO Housing grant and further support affordable housing development.

- **HOME Investment Partnerships Program:** The City will continue leveraging the set-aside of HOME Program funds, a funding source dedicated to affordable housing.
- **1406 Affordable Housing Sales Tax Revenue:** This local sales tax revenue provides a steady stream of municipal funding dedicated to affordable housing projects.
- **1590 Behavioral Funds:** These funds, derived from a sales tax, are specifically earmarked to address housing and services for individuals with behavioral health issues. These funds will be utilized to support PSH projects.
- **1990 Housing Trust Fund:** The City will access this state-level trust fund to finance the development of affordable housing, particularly for extremely low-income households, ensuring long-term affordability in all developments.
- **Rental Rehab Program Funds:** These funds are collected through a Revolving Loan program and are dedicated to preserving existing affordable rental housing by ensuring that developments remain affordable to low- and moderate-income households.
- **Neighborhood Stabilization Program Fund:** These funds are collected through a Revolving Loan program and can be used in tandem with the PRO Housing grant to revitalize areas of Everett that have been disproportionately affected by foreclosures and abandonment.

2. Planned Pursuit of Long-Term Funding Opportunities

In addition to the funding opportunities outlined above, the City is actively pursuing several long-term funding strategies to sustain affordable housing development and ensure the long-term success of the PRO Housing initiatives.

- **Credit Enhancement Revenues:** The City plans to collect fees from the utilization of credit enhancements to further fund affordable housing projects. These revenues will provide a recurring source of funds to support future developments.
- **Housing Trust Fund Revenues:** Fees collected from the use of the City's Housing Trust Fund will be reinvested into new affordable housing developments, ensuring a sustainable pipeline of funding for long-term housing initiatives.
- **State Funding:** The City will pursue state-level funding from the Washington State Department of Commerce to support the development of affordable housing. This funding will be used to complement the PRO Housing grant, providing additional resources for housing production.
- **HUD Funding:** In addition to the PRO Housing grant, the City plans to apply for additional HUD funding to support both modular housing developments and other affordable housing projects, particularly those aimed at low-income and underserved populations.

- **EDA Grant Funding:** The City will apply for grants from the Economic Development Administration (EDA) to secure funding for the modular industrial hub, which will drive long-term innovation and job creation in housing production.
 - **WEDFA Low-Interest Loans:** The City plans to secure low-interest loans from the Washington Economic Development Finance Authority (WEDFA) to fund the research and development portion of the modular industrial hub, ensuring its financial sustainability.
 - **EASC/Commerce Division of Executive Economic Development Grants:** The City will work with the Economic Alliance Snohomish County (EASC) and the Commerce Division of Executive Economic Development to secure grants for the modular housing industrial hub. These funds will help establish the hub as a regional leader in modular housing production.
 - **SnoCo DCNR OES Funding:** The City will pursue funding from the Snohomish County Department of Conservation and Natural Resources (DCNR), specifically the Office of Energy Services (OES), to support sustainable housing development initiatives. This funding will focus on projects that incorporate electric vehicle infrastructure, climate change mitigation, and energy-efficient housing solutions.
3. **Integration with Existing Revolving Loan Programs**
The PRO Revolving Loan Fund will integrate seamlessly with the City's established CDBG, HOME, 1990 HTF, RRP, and NSP revolving loan programs, which have been in place for five decades. While these previous programs were smaller in scale, they have provided the City with extensive experience in managing federal loan structures, compliance oversight, and project management processes. Leveraging this established expertise allows the City to efficiently implement the PRO Revolving Loan Fund, ensuring continuity and effectiveness from the outset.
 4. **Utilization of Community Development Block Grant (CDBG) Administrative Resources**
The City will utilize existing CDBG administrative funding of Community Development staff to support responsibilities for overseeing key compliance areas, including NEPA, Davis-Bacon/Prevailing Wage regulations, procurement, and financial oversight for beneficiaries and subrecipients. This integration reduces the administrative burden on the PRO Housing funds, streamlining project management and cutting costs for community partners receiving funding, ensuring more resources are directed toward housing production.
 5. **Dedicated Staff Support for Community Partners**
To further support community partners, the City will assign dedicated staff to help nonprofit developers and local organizations navigate complex federal funding processes. This technical assistance will lower project management costs and facilitate smoother project execution by providing guidance on federal compliance, procurement processes, and financial management. This collaboration is expected to increase the capacity of local partners, making affordable housing projects more feasible and effective.
 6. **Leveraging Municipal Funds for Soft Costs**
The City plans to use ERAHA funds to cover minor soft costs for high-capacity or high-scoring projects, such as permitting, environmental reports, and other non-construction-related expenses. By covering these upfront costs, the City ensures that promising affordable housing developments can proceed without delay. This approach supports

Everett's commitment to removing barriers to housing development and encouraging more investment in affordable housing.

7. Collaboration with External Partners

In addition to internal resources, the City plans to leverage external funding and partnerships with state and regional organizations, such as the Washington State Housing Finance Commission and local foundations. By collaborating with external partners, the City will tap into additional funding streams and technical assistance, further reducing the financial burden on the PRO Housing funds while maximizing overall project resources.

8. Sustainability and Long-Term Impact

The PRO Revolving Loan Fund will generate long-term sustainability by continuously reinvesting loan repayments into future projects, ensuring an ongoing impact on housing production and preservation. This revolving structure, combined with the City's ability to leverage existing programs and resources, will provide a sustainable solution to Everett's housing challenges, supporting HUD's objective of fostering long-term housing affordability.

9. Enhanced Funding Strategy

In summary, the PRO Revolving Loan Fund will enhance Everett's overall funding strategy through the integration of existing programs, efficient use of resources, and targeted support for community partners. By utilizing CDBG administrative funds, providing dedicated staff support, leveraging municipal funds, and collaborating with external partners, the City ensures that the PRO Housing funds will have a lasting and far-reaching impact. This approach will increase the efficiency of housing development and ensure long-term financial sustainability for future affordable housing initiatives.

NARRATIVE EXHIBIT G: Long-Term Effect

What permanent, long-term effects will your proposal have? What outcomes do you expect?

Everett's proposal is designed to generate long-term, sustainable impacts on the city's housing market, focusing on creating affordable housing opportunities, promoting equitable development, and addressing the city's critical housing shortages. The proposal includes a range of initiatives that will have far-reaching and lasting effects on both the availability and quality of housing in Everett, particularly for low- and moderate-income residents. This proposal is aligned with HUD's goals outlined in the NOFO, particularly in addressing barriers to housing, supporting underserved communities, promoting sustainability, and advancing equity.

1. **Increased Affordable Housing Supply**

One of the core outcomes of the proposal is the substantial increase in the supply of affordable housing units throughout Everett. The establishment of ERAHA along with potentially securing Section 108 Legacy Challenge funds will ensure continuous investment in affordable housing projects. This approach addresses HUD's objective of removing barriers to housing production by facilitating access to financing for affordable housing developers. Over the long term, the city expects to create thousands of new affordable units, including those specifically designed for households earning 0-30% AMI and PSH. This will address the critical shortage of affordable housing and ensure housing options are available for the city's most vulnerable populations.

2. **Reduction in Housing Cost Burden**

The proposal is expected to reduce the housing cost burden on Everett's low- and moderate-income residents, many of whom currently spend more than 30% of their income on housing. By expanding the availability of affordable housing and implementing equitable financing strategies, the proposal will help alleviate the financial strain on these households, aligning with HUD's goals of addressing housing affordability and supporting underserved communities. Over time, fewer Everett households will be classified as cost-burdened, and more residents will be able to afford stable, quality housing without compromising other essential needs.

3. **Housing Equity and Anti-Displacement**

The proposal places a strong emphasis on equity by ensuring that new housing developments promote inclusivity and accessibility for historically marginalized groups, including communities of color, immigrant populations, and people with disabilities. Through initiatives like the Culturally Relevant Outreach and Engagement Plan and the AFFH Plan Implementation, Everett will advance fair housing goals and combat displacement in underserved neighborhoods. This approach directly supports HUD's priority to affirmatively further fair housing by preventing displacement and promoting equitable access to housing. Vulnerable residents, especially in neighborhoods like Casino Road, will benefit from long-term housing stability. Anti-displacement measures, such as the CLT model and right of first refusal policies, will ensure that existing residents are not displaced by rising housing costs or redevelopment pressures.

4. **Modernization of Housing Stock**

With 81% of Everett's housing units built before 2000, the city faces the challenge of an aging housing stock. The proposal includes a significant focus on housing preservation and rehabilitation to ensure that these older units remain safe, energy-efficient, and affordable for current and future residents. This aligns with HUD's goal to promote

sustainable and resilient communities by addressing energy efficiency and modernizing housing. Over time, a substantial portion of Everett's aging housing stock will be modernized, with upgrades improving energy efficiency, safety, and livability. This will not only preserve affordable housing units but also lower utility costs for residents and reduce environmental impacts.

5. **Innovative and Sustainable Housing Development**

The proposal's emphasis on modular housing, mass timber construction, and other advanced building technologies through the Coalition for Advanced Housing Production (CAHP) Plan will drive long-term innovation in housing construction. By promoting energy-efficient, cost-effective building methods, the city will encourage the development of housing that is both sustainable and resilient to climate change, which supports HUD's goals for sustainability and climate resilience. Everett will become a regional leader in innovative housing solutions, with modular and sustainable housing developments becoming a standard for affordable housing construction. This will lower construction costs, reduce building timelines, and increase housing production capacity over the long term.

6. **Streamlined Housing Development Processes**

The Housing Efficient Permitting Plan will permanently reform the city's housing approval process by streamlining permitting timelines and removing bureaucratic barriers to housing development. This will accelerate the approval and construction of affordable housing projects, making it easier and faster for developers to bring new units to market, directly supporting HUD's objective of removing regulatory and procedural barriers. Over time, the city will see a significant reduction in the average time required to approve and build affordable housing projects, helping to meet housing demand more efficiently. This will attract more developers to invest in affordable housing in Everett.

7. **Long-Term Economic Growth**

The proposal's focus on job creation through the development of the Modular Housing Industrial Hub (MHMIH) will have lasting economic benefits for Everett. This initiative will create jobs in construction, manufacturing, and related industries, while supporting the local economy through increased housing production. In the long term, Everett will experience sustained economic growth as the modular housing hub becomes a regional center for housing innovation, attracting new businesses and generating employment opportunities in the construction and housing sectors. This aligns with HUD's goal of linking housing production to broader economic development.

8. **Enhanced Resilience to Environmental and Economic Shifts**

The integration of energy-efficient and sustainable building practices into Everett's housing development strategy will not only reduce the city's carbon footprint but also ensure that housing developments are more resilient to environmental changes and economic downturns. By investing in long-term, sustainable solutions, the city can future-proof its housing stock against rising utility costs and climate-related challenges, further aligning with HUD's emphasis on sustainability. Over the long term, residents will benefit from lower utility bills and reduced exposure to environmental risks, while the city becomes more resilient to future economic fluctuations and climate change.



October 9, 2024

TO: City of Everett Mayor, Staff and Council Members

RE: Support for the HUD grant proposal and for the open conversation about the city-owned property on Lombard Street

Greetings Everett Leaders, Neighbors and Friends!

Thank you all for your continued commitment to our community! I am writing on behalf of Homes and Hope Community Land Trust (HHCLT), as well as a private landowner with properties in the City of Everett (CoE).

First of all, I want to congratulate the City staff for their pursuit of the HUD funds that will help us to build and sustain more homes that are affordable for all or our neighbors, as is mandated by the Comprehensive Plan and the attractive nature of our community. People will not stop moving here—it is a beautiful, dynamic place to live, and we must take measures to be sure they can find housing that is safe and affordable for each of them, including the childcare providers and the veterinary technicians—to name a few. The HUD monies could help to establish a fund that facilitates a more rapid response for nonprofit developers, like HHCLT, as we try to compete for properties. I have attached the letter I wrote to HUD in support of the CoE application. We need many different types of housing across our city, and this kind of fund would help us be more creative in both large and small scale!

Additionally, I understand that the city-owned property at 13th and Lombard Street is being considered for redevelopment. I am hoping that you will engage Everett residents and businesses in crafting a shared vision for that property. North Everett is heavily skewed towards homeownership with a few small rental properties, so perhaps HHCLT could be one of the partnering organizations in the redevelopment! I love the idea of some duplex/triplex/fourplexes that look like Victorians and are affordable to people making 75-120% Area Median Income (AMI) –currently about \$100,000 – 175,000 annually; this is the moderate-income range for our community. My vision is not what should be done, though; the property should be redeveloped according to the community vision, and perhaps that's a little bit of ownership and a little bit of rental...? I look forward to attending those meetings and hearing the ideas.

Thank you all again for your continued commitment of time and energy of behalf of all of the people of Everett. I know that together –the elected leaders, the community organizations, and the residents of our beautiful City— we can have safe, affordable homes for everyone, and still have room for some sunset-viewing park benches and dog-walking parks!

In Community,
Kim Toskey
President & CEO, Homes and Hope Community Land Trust

info@homesandhopeclt.org
425.686.0557 or 425.422.5286

Mailing: 10224 53rd Ave. W., Mukilteo, WA 98275 Office: 14 E. Casino Rd. #B10, Everett, WA 98208



September 24, 2024

Department of Housing and Urban Development
451 7th Street, S.W.
Washington, DC 20410

Re: Support for the City of Everett's PRO Housing Grant Application

Dear Selection Committee,

As President and CEO of Homes and Hope Community Land Trust (HHCLT), I am writing to express our strong support for the City of Everett's application for the PRO Housing grant. Our organization is dedicated to providing long-term affordable homeownership opportunities, and we believe the City's proposal is a significant step toward addressing the growing housing affordability crisis in Everett.

The City's focus on innovative housing solutions, including the Everett Revolving Affordable Housing Accelerator (ERAHA), will provide critical resources for affordable housing development. The ERAHA program's low-interest loans will support housing projects that offer long-term affordability, which aligns with the mission of HHCLT to keep housing accessible for future generations. By creating a sustainable model for housing production, the City of Everett is ensuring that more residents can achieve housing stability, including those in underserved communities.

The preservation of affordable homeownership through programs like Community Land Trusts (CLTs) is vital to preventing displacement and ensuring equity in housing access. We are especially encouraged by Everett's commitment to expanding affordable housing in high-opportunity areas and preventing the displacement of low-income families. This focus on equitable development will provide lasting benefits for Everett residents and ensure that housing remains accessible to all.

We strongly support the City of Everett's application for the PRO Housing grant and are excited to continue collaborating on efforts to preserve and expand affordable housing in the community.

In Community,

Kimberly A. Toskey
President and CEO
Homes and Hope Community Land Trust

1301 Lombard Ave Rezone

Everett City Council Briefing

October 9, 2024

BACKGROUND



Background

2022-2023	Chronic nuisance property identified
Summer 2023	Condemnation process <i>July 12: Resolution 7910</i> <i>August 5: Ordinance 3964-23</i>
Fall-Winter 2023-24	Tenant relocation
Spring-Summer 2024	Clearing and securing site



Overall Next Steps

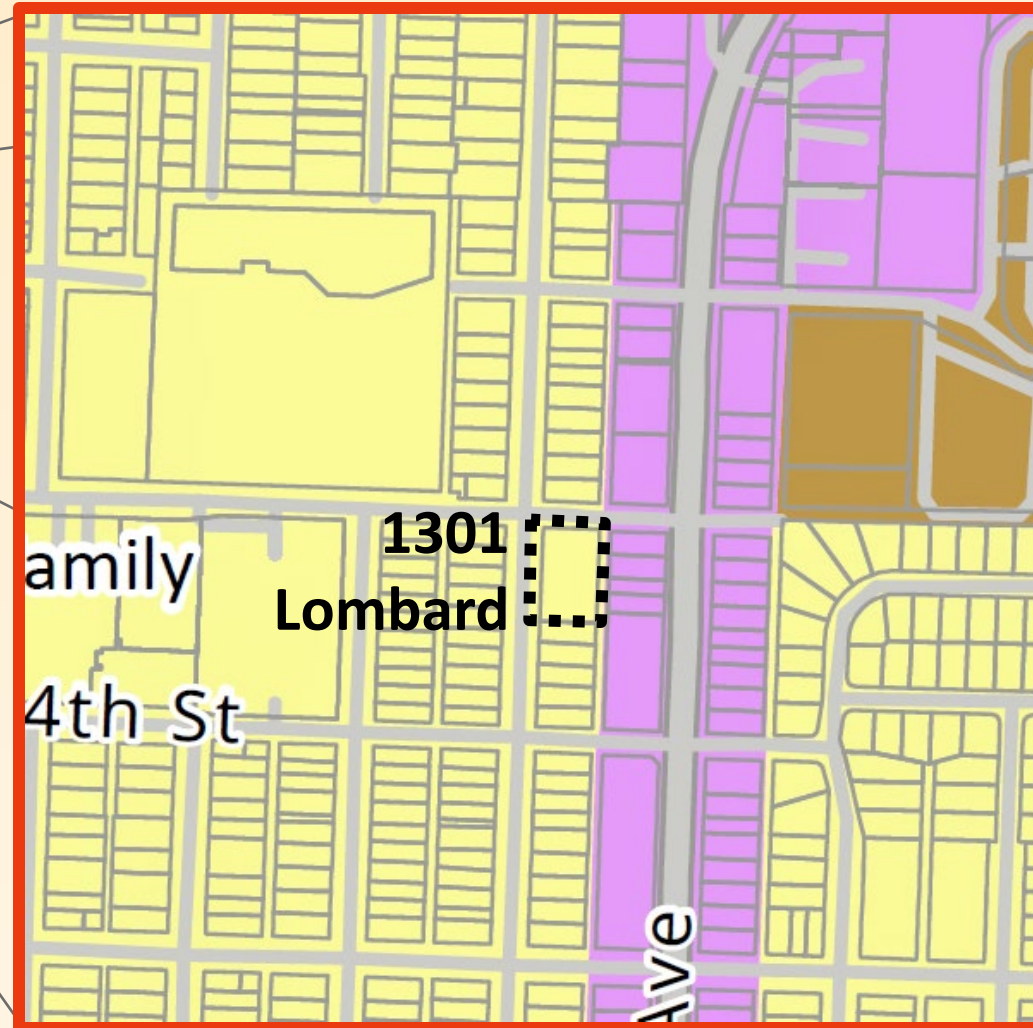
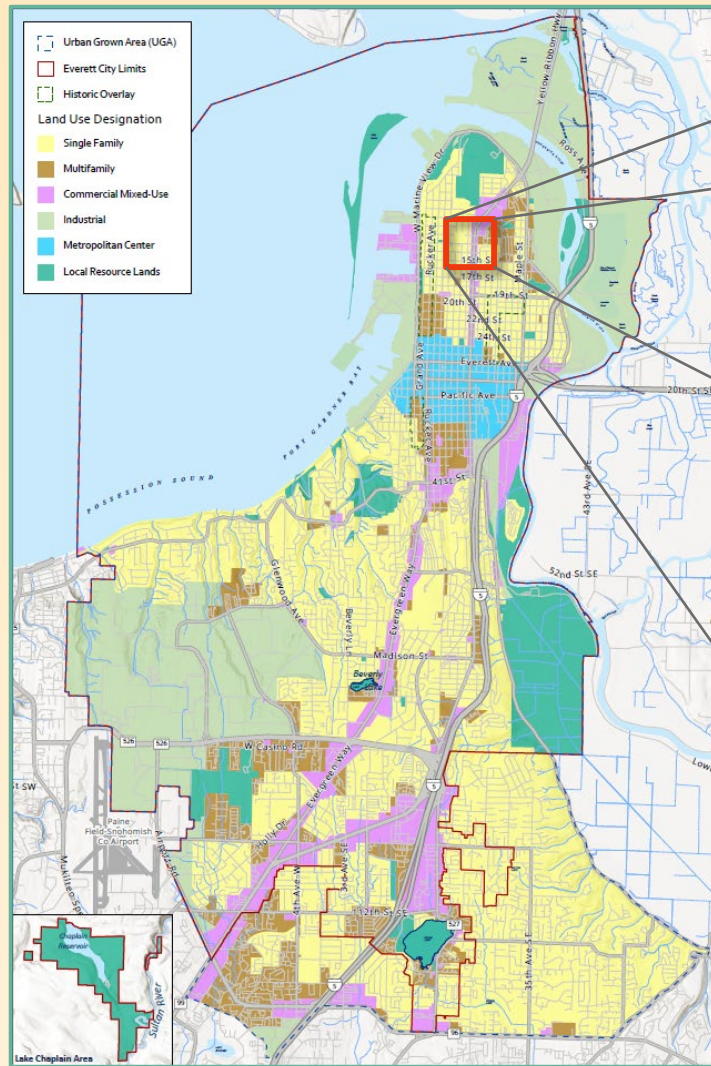
October 9-23, 2024	Council considers rezone ordinance
October 23, 2024	Council considers property surplus and disposition along with binding agreement
Late 2024	1301 Lombard sold to highest bidder Property reverts to private ownership Binding agreement in effect until one year after construction is complete.



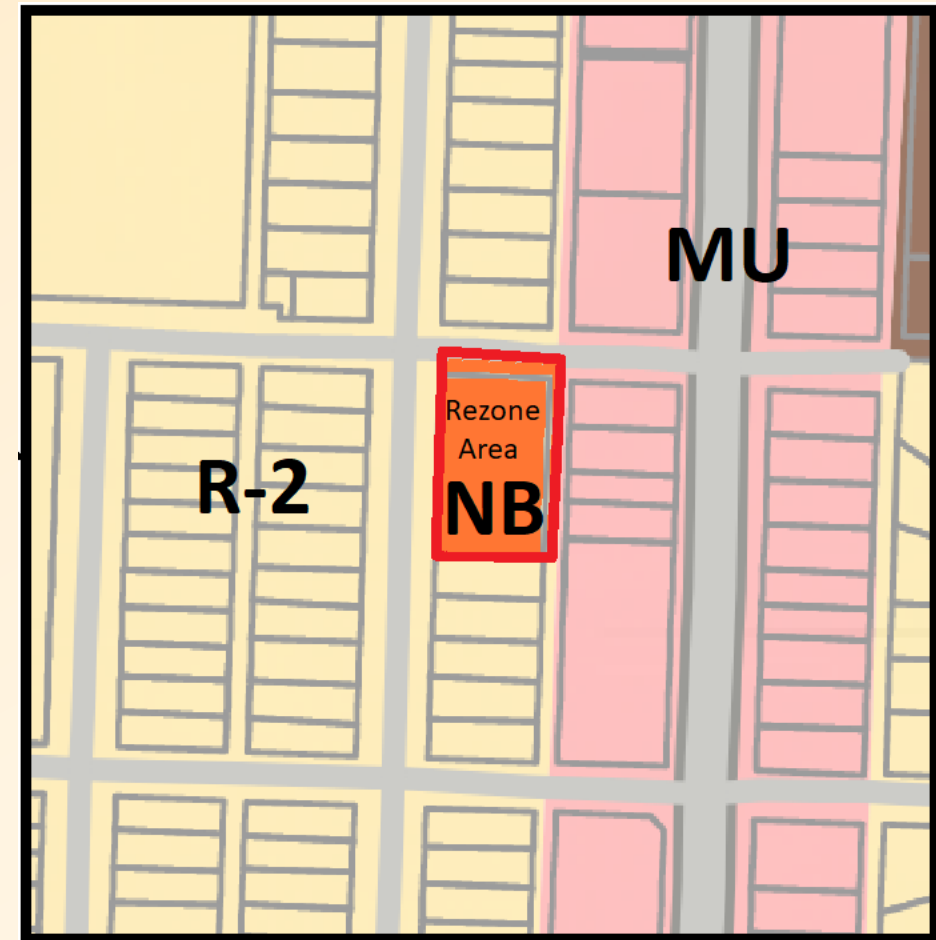
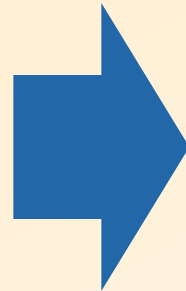
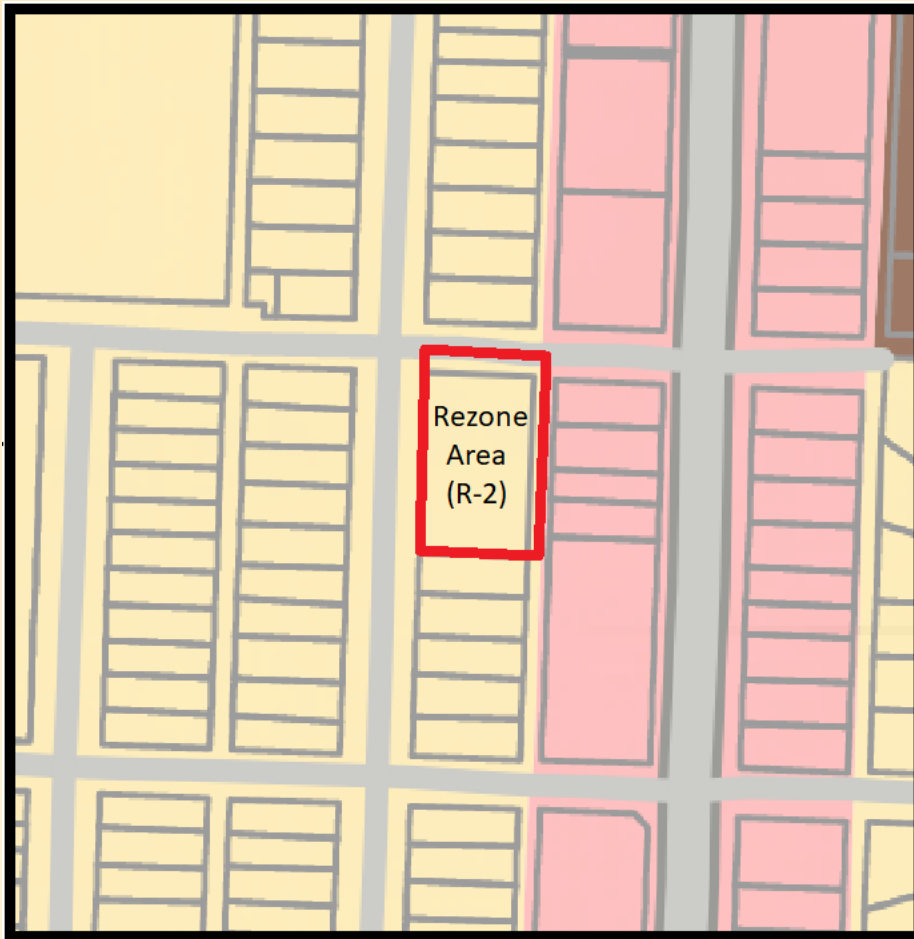
PROPOSED REZONE



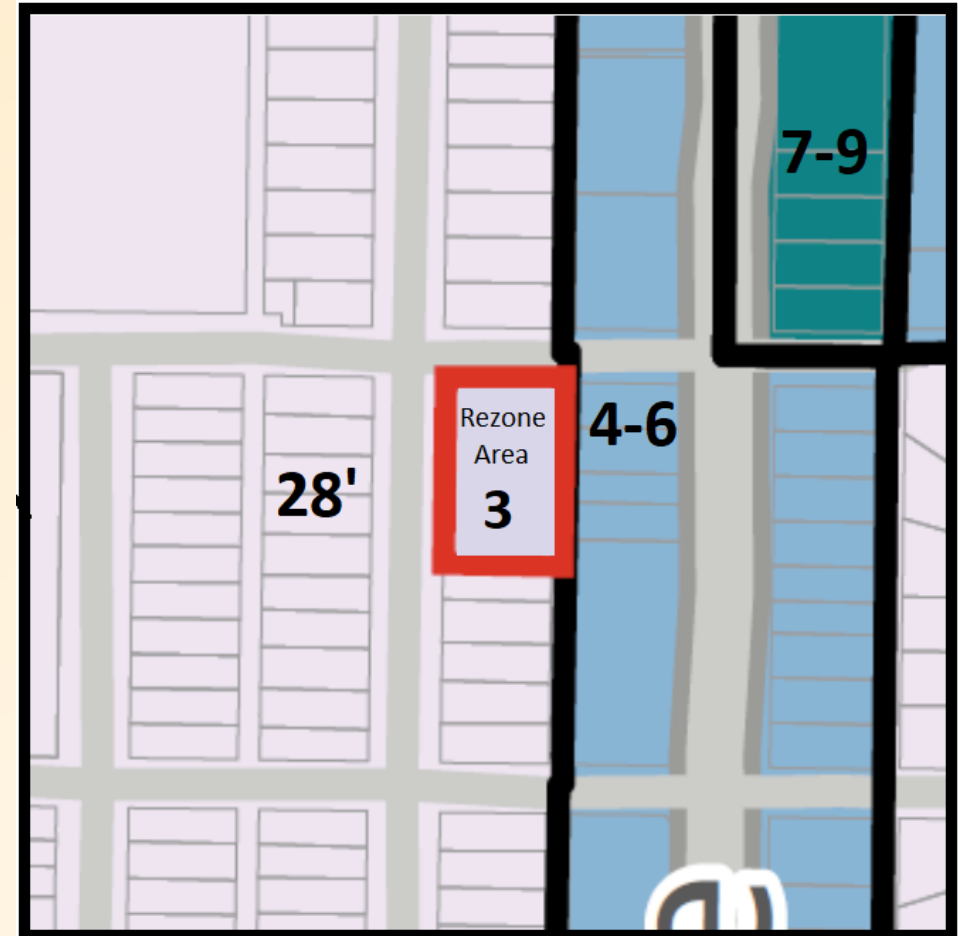
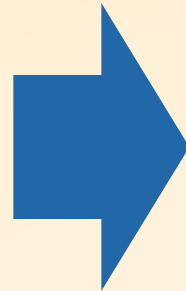
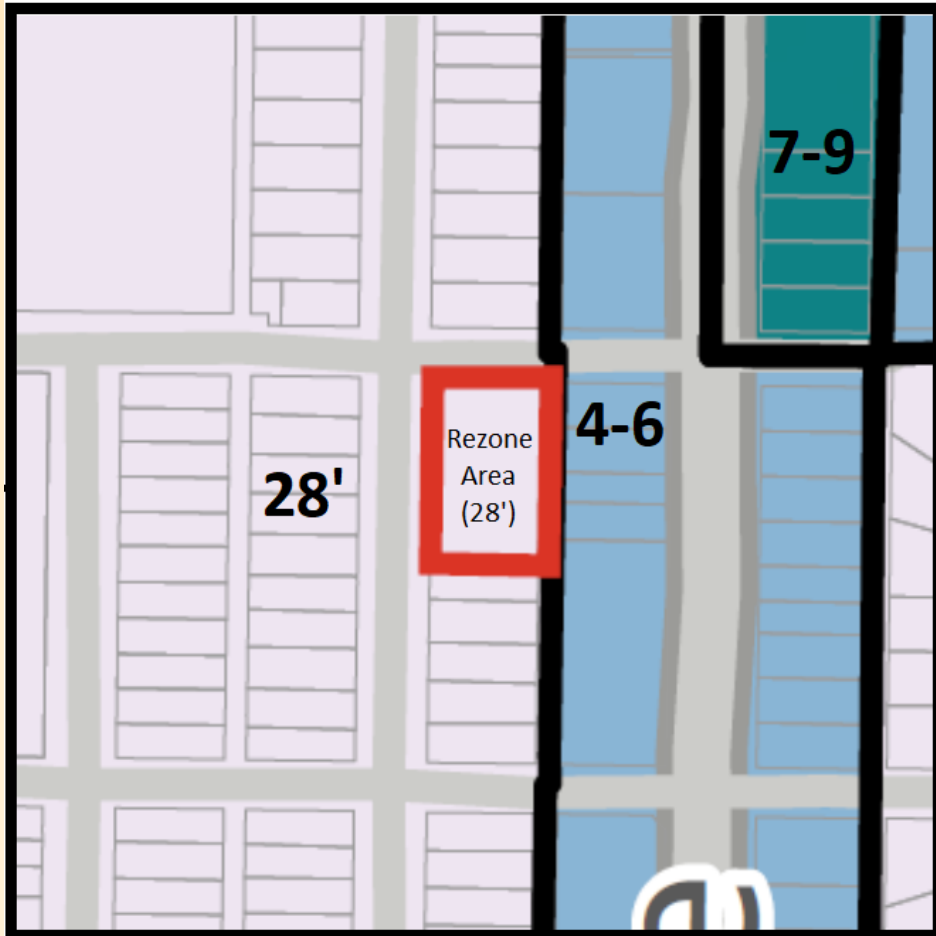
1301 Lombard



From R-2 to NB



From 28' to 3 floors



Neighborhood Business Zone

Allows most residential uses and limited commercial uses

Note: commercial uses restricted by property disposition agreement

Development standards

- Building entrances on street or plaza

- Outdoor open space required (100 sq. ft. per unit)

- 5' interior side stepback (S side) at 3rd floor

- Façade design standards

- 1.50-2.00 off-street parking spaces per unit

- 3 floor height limit (35' from sidewalk to top of roof)



Process

Review IIB Process (EMC [15.02.080](#))

SEPA Environmental Checklist prepared

Determination of Non-Significance issued September 13, 2024

Hearing Examiner open record hearing September 5, 2024

Recommendation to approve issued September 23, 2024

City Council public hearing scheduled October 23, 2024



Criteria (EMC 15.03.300)

- ☐ Consistent with the Everett comprehensive plan
- ☐ Bears a substantial relation to public health, safety or welfare
- ☐ Promotes the best long-term interests of the Everett community
- ☐ Mitigates any adverse impact(s) upon existing or anticipated land uses in the immediate vicinity of the subject property.



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Waits Rezone

WAITS REZONE

PUBLIC HEARING SCHEDULED OCTOBER 23, 2024 (PUBLIC HEARING NOTICE).

An application has been submitted by the City of Everett to rezone 0.55 acres from R-2 (Single-Family Detached Medium Density) Zoning with a 28' maximum building height to NB (Neighborhood Business) Zoning with a 3 floor maximum building height.

A future fee simple townhome development in the NB zone may yield between 14 to 16 three-story fee simple townhome units. Fee simple townhome development on the site would create middle housing that offers achievable homeownership opportunities. Further, three story townhome development would still be at a scale that better resembles the character of the existing residential neighborhood and serve as a transition between traditional single-family residences and the abutting Mixed Use zone that currently allows 4-6 story development along Broadway Avenue.

BACKGROUND

Acquisition of Snohomish County Parcel No. 29051700301400, locally known as the Waits Motel, was recently completed through condemnation because of the property's blight on the surrounding neighborhood. Now that the city owns the site, it is in the best interest of the neighborhood and the city to fully ameliorate the blighted status of the property as quickly as possible and advance the site into productive use.

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Staff Report

EVERETT

WASHINGTON

CITY OF EVERETT

Planning

Staff Report to The Hearing Examiner

REPORT SUMMARY

PROJECT NAME	Waits Rezone
PROJECT FILE NO.	REVIII24-009
APPLICANT	City of Everett
REQUEST	An application has been submitted by the City of Everett to rezone 0.55 acres from R-2 (Single-Family Detached Medium Density) Zoning with a 28' maximum building height to NB (Neighborhood Business) Zoning with a 3 floor maximum building height.
DECISION BODY	Hearing Examiner
SEPA STATUS	Optional DNS
STAFF CONTACT	Danielle Marshall, dmarshall@everettwa.gov , 425.257.7174
REPORT DATE	August 21, 2024
HEARING DATE	September 5, 2024
RECOMMENDATION	Staff recommends approval

PROJECT SITE SUMMARY

LOCATION	1301 Lombard Avenue
PARCEL	29051700301400
EXISTING LAND USE	Vacant
EXISTING ADJACENT LAND USES	Residential to the north, west, and south; commercial and residential to the east.
COMPREHENSIVE PLAN LAND USE DESIGNATION	Single Family
ADJACENT COMPREHENSIVE PLAN LAND USE DESIGNATIONS	Single-Family Residential to the north, west and south; Commercial Mixed-Use to the east.
ZONING:	R-2 (Single-Family Detached Medium Density), 28' maximum building height
ADJACENT ZONING:	R-2 (Single-Family Detached Medium Density)/28' maximum building height to the north, west and south; MU (Mixed Urban)/4-6 floor maximum building height to the east
GEOLOGIC HAZARDS:	None known.

2930 Wetmore Ave, Ste 6-A
Everett, WA 98201

425.257.8731
425.257.8742 fax

planning@everettwa.gov
everettwa.gov

everettwa.gov/3224/Waits-Rezone



Outdoor Multi-Purpose Stadium

Project Update and Progressive Design Build Team RFQ

October 9, 2024



Recap of Outdoor Multi-Purpose Stadium

- Since 1984, Everett professional baseball events have provided local business impacts, community pride and entertainment for all ages and incomes.
- In 2021, Major League Baseball (MLB) reconfigured Minor League Baseball (MiLB) which resulted in a longer AquaSox season and new requirements for MiLB stadiums.
- Funko Field, the current home of the Everett AquaSox, does not meet the new facility standards required by MLB.



Recap of Outdoor Multi-Purpose Stadium

- In 2022, the City of Everett began talks with the owners of the Everett AquaSox to lead a public-private effort to investigate the feasibility of a new MLB-compliant stadium.
- September 2022. City and County Councils passed Joint Resolution No. 7813 to explore the feasibility of ***an inclusive outdoor multipurpose stadium located in Everett that offers a broad range of affordable options and creates the strongest possible economic impacts.***



Recap of Outdoor Multi-Purpose Stadium

- November 29, 2023. Everett City Council approved contracts for SEPA/EIS Consultants and Project Managers.
- December 20, 2023. Everett City Council approved formation of a Stadium Fiscal Advisory Committee (FAC)
- September 2024. Draft EIS Published.
- September 27, 2024. State grants approval to utilize Progressive Design Build alternative project delivery method.
- October 4, 2024. Draft EIS Comment Period closed.



Timeline with Council actions in orange

SINCE JAN 2024

- Financial Advisory Committee (FAC) formed
- Preliminary analysis of leases, partnerships, and revenue options
- Economic impact update
- Completed owner-funded site studies
- **Draft EIS Issued**
- Two EIS public meetings
- Secured approval for Progressive Design Build

OCT 2024

Council authorizes issuance of Progressive Design Build RFQ with expectation of Project Labor Agreement (PLA)

Other Activities:

- Substantive lease, partnership, & revenue discussions
- Initial site comparisons for Council site decision

NOV 2024

Final EIS Issued

Other Activities:

- Expanded site comparisons
- Draft FAC Financing Plan
- Work on revenue, leases, and partnerships

DEC 2024

Council makes site selection

Other Activities:

- Design Build Team Selection Process
- Preliminary Lease Negotiations

JAN 2025

Council authorizes limited NTP contract with PDB Team

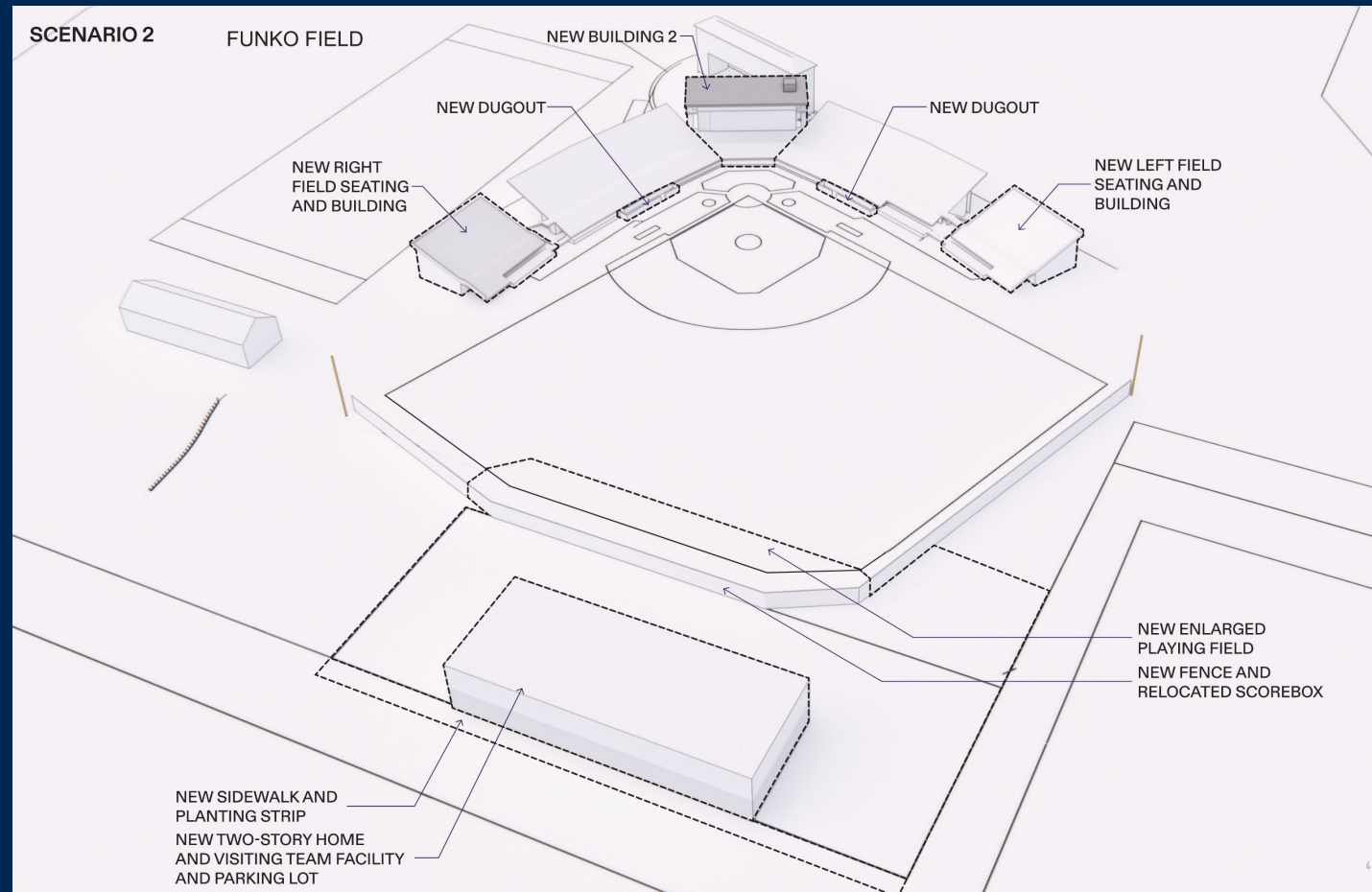
Other Activities:

- Property Acquisition commences



AquaSox Design Study

Funko Field remodel plus outfield expansion



AquaSox Design Study

New stadium at Downtown site



Initial Site Comparison: EIS Findings

- Environmental impacts largely comparable
- Slightly greater traffic & noise impacts at Funko Field
- Historic resources largely comparable
- Potential modest reduction in light pollution at Funko Field due to improved lighting technology



Initial Site Comparison: Budget and Funding

- Funko Field overall budget and sources of funding lower
 - Limited return on City investment
 - Property continues to be owned by Everett School District
- Downtown overall budget and sources of funding greater
 - Potential revenue to support debt service significant
 - Property acquisition greater
 - Business displacement greater



Initial Site Comparison: Other considerations

- Downtown Site Economic Impact greater
 - Catalyst for Development/Renewal of Downtown
 - Regional draw to attract outside spending
 - Potential for Men's & Women's USL Teams
- Downtown Site scheduling conflicts lower
 - USL and AquaSox schedules complementary
 - Plan cooperative scheduling with AOTW Arena



Next steps

Tonight

- Approve issuance of RFQ for Progressive Design Build team

Upcoming

- Initial FAC Report Submitted – Nov 2024
- Final EIS Issued – Nov 2024
- Council Site Selection Decision – Dec 2024
- Limited NTP contract with PDB team – Jan/Feb 2025





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](http://everettwa.gov/city-council). Click on "Council meeting public comment sign up form." This must be done at least 30 minutes prior to the meeting. Additional instructions are available on the web page.

City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 10/9/24

NAME (required): Leo Lange

CITY (required): _____ ZIP (required): _____

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

When would you like to deliver your comments: Is your topic on today's agenda?

☐ During the comment period that will follow the agenda item
AGENDA ITEM #: _____

☒ During the general public comment. Please state the topic you would like to speak on: _____



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DATE: 10/9/2024

NAME (required): Bill Kent

CITY (required): Redmond ZIP (required): 98052

EMAIL (optional): bill.kent@mortenson.com PHONE (optional): 206-778-8936

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 #: 17

☐ During the general public comment. Please state the topic you would like to speak on: _____